

**AGREEMENT BETWEEN CITY OF MINOT AND CDM SMITH
FOR NATIONAL DISASTER RESILIENCE GRANT IMPLEMENTATION
ADMINISTRATIVE AND PROJECT DELIVERY SERVICES
FOR MINOT, ND**

THIS AGREEMENT is made on June 6, 2016 and entered into by and between the **City of Minot (City)**, North Dakota, hereinafter referred to as "City", and **CDM Smith Inc.**, hereinafter referred to as "Program Administrator."

RECITALS:

WHEREAS, the City of Minot has received NDRC Community Development Block Grant Disaster (CDBG-DR) funds from the United States Department of Housing and Urban Development (HUD) under the NDRC Notice Of Funding Availability (NOFA) reissued by HUD on June 22, 2015 to start Phase 2, hereinafter called the "Program" and

WHEREAS, the City desires that the Program Administrator perform certain professional management and administrative and project delivery services in connection with the Program; and

WHEREAS, the Program Administrator represents that it is qualified and desires to perform such services;

NOW, THEREFORE, the City and the Program Administrator, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

TERMS:

I SCOPE OF AGREEMENT

The Program Administrator agrees to perform professional management and administrative and project delivery services in connection with the Program as stated herein, and for having rendered such services, the City agrees to pay the Program Administrator compensation as stated in sections to follow.

II. SCOPE OF SERVICES

A. Goals and Objectives

The City is administering the NDRC Community Development Block Grant Disaster Recovery (CDBG-DR) funds for resiliency activities described in the City's NDRC Phase II application. The City is retaining the services of Program Administrator to assist with management of CDBG-DR funds effectively and expeditiously as part of the implementation of the NDRC Program for the City of Minot. As outlined below, the Program Administrator will perform certain tasks (services) for the City, as outlined in the scope of services contained in Exhibit A.

B. Statement of Work

The Program Administrator shall perform the required program management, project delivery and program operations scope of services for this agreement as detailed in Exhibit A. The Program Administrator shall assist the City with these services in accordance with HUD regulations.

C. City's Other Contractors and Consultants

Notwithstanding any provision herein to the contrary, the Program Administrator shall have no responsibility nor liability for the performance of the City's other contractors and consultants, and the Program Administrator shall have no authority to dictate or control the means and methods of those other contractors and consultants, including compliance with any applicable building codes, health and safety laws, regulations or policies, and environmental laws or regulations.

In all contracts between the City and the City's other contractors and consultants performing work or providing services on the Program, the City shall require that those other contractors and consultants indemnify The Program Administrator for all claims, costs, losses or damages (including attorneys' fees and defense costs) attributable to bodily injury, sickness, disease, or death or injury to or destruction of tangible property, to the extent arising out of or relating to the negligent act or omission of those other contractors and consultants after the date this agreement is executed

D. Performance Monitoring and Performance Penalty Clauses

The Program Administrator shall be cooperative with Program and financial monitoring visits and/or investigations performed by City staff, the City Auditor's staff, and/or the U.S. Department of Housing and Urban Development (HUD) and OIG.

If the Program Administrator fails to meet milestones specifically relating to funds disbursed within the agreed upon deliverable time frame, as established in the Minot NDRC Action Plan or associated amendments, the following penalties will be placed on the Program Administrator in sequential order.

1. A performance plan must be created within 7 days to demonstrate how the Program Administrator will regain performance and set an agreed upon timeline. If performance is not regained within the time agreed upon then;
2. The Program Administrator may receive a monetary penalty of up to \$250 per day for each business day that performance is not regained, up to a maximum penalty period of thirty (30) business days.
3. The penalty will stop upon written acceptance by the City of Program Administrator's corrective action.

The penalty terms must be invoked in writing at the sole discretion of the City. At any point after the invocation of the penalty terms, the Program Administrator may request forbearance. This request shall be in writing and should provide a detailed explanation of why forbearance is warranted. It shall be at the sole discretion of the City to grant forbearance.

As such is warranted, the City will notify the Program Administrator in writing of the default specified herein, and of the penalty assessment. Such penalty will be paid by Program Administrator within 30 calendar days of City's written notice

III. TIME OF PERFORMANCE

Services of the Program Administrator shall start upon June 6, 2016 and shall terminate when the Program contract ends on June 6, 2020, unless mutually agreed by both parties.

If the specific periods of time for rendering services or specific dates, by which services are to be completed are changed through no fault of the Program Administrator, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If the City has requested changes in the scope, extent, or character of the Project, the time of performance and compensation for Program Administrators services shall be adjusted equitably.

IV. CITY FURNISHED RESOURCES

Notwithstanding the Program Administrator's responsibility for management during performance under this Agreement, the City will provide the Program Administrator with reasonable access to facilities (to the extent available) and timely access to data, information and personnel of the City.

V. EXPENSES AND PAYMENT

A. Agreement Amount and Rate Schedule

The Program Administrator shall perform the Program Services within the monetary limits defined by the agreement amount and the hourly rates contained in **Exhibit B**, Rate Schedule. The Program Administrator understands that the program budget has been prepared based upon information submitted by the Program Administrator to the City during the NDRC process, and that any changes to the agreement amount or the rate schedule will require the Program Administrator to submit a modified program budget to the City for review and approval. Program Administrator is authorized to incur pre-agreement costs.

B. Program Administrator's Compensation

For and in consideration of the Services rendered by the Program Administrator, and subject to the agreement amount and rate schedule provisions of **Exhibit B**, the City shall pay the Program Administrator for the services completed in the scope of the RFP up to a maximum agreement amount of \$19,383,482, which may only be increased by written amendment to this Agreement signed by both parties and approved by the City. Compensation for Program Administrator's Services shall be based on an all-inclusive Blended Hourly Rate of \$135.00 per hour, as further described in **Exhibit B**.

Program Administrator invoices shall be organized such that claimed compensation for services rendered is cross referenced to specific program work phases and tasks and shall be clearly identified in separate detailed listings of charges.

Program Administrator invoices shall be submitted to the City on a monthly basis. Invoices are due and payable upon receipt and approval of the City Council the first Monday of each month after receipt of the invoice by the City. If the City fails to make any payment for services and expenses due Program Administrator within thirty days after submission to the City of Program Administrator's invoice the amounts due will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day after submission to the City Council; and, in addition, Program Administrator may, after giving seven days' written notice to City, suspend services under this Agreement until Program Administrator has been paid in full all amounts due. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

The City agrees to pay Program Administrator all costs of collection, including, but not limited to, reasonable attorneys' fees, collection fees and court costs incurred by Program Administrator to collect properly due payments.

C. Payment Procedure

The City will reimburse the Program Administrator based upon information submitted by the Program Administrator and in compliance with the approved program budget and City policy concerning payments.

D. Payment for Eligible Expenses

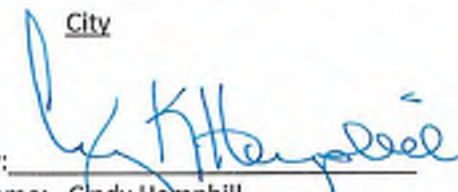
The Program Administrator understands and agrees that the City shall reimburse the Program Administrator for only those costs associated with services that have been authorized by the City and costs that are eligible under applicable federal rules, regulations, cost principles, and other requirements relating to reimbursement of HUD grant funds. No reimbursement shall be made for goods and services received by the Program Administrator as in-kind contributions from third parties for assistance to the Program. If indirect costs are charged, the Program Administrator shall develop an indirect cost allocation plan determining the appropriate Program Administrator share of administrative costs and shall submit such plan to the City for approval.

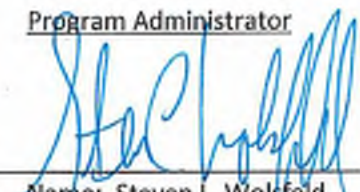
E. Repayment of Ineligible Payments

In the event the City or HUD determines through investigations and/or monitoring that any payment or reimbursement to Program Administrator is ineligible or disallowed as a result of Program Administrator's negligence, willful misconduct, or intentional fraud, and after all appeals have been exhausted to correct the deficiency, Program Administrator shall, immediately and without delay, fully reimburse the City, and City will reimburse HUD for disallowed or ineligible costs.

VI. NOTICES AND COORDINATION

Any communication concerning this Agreement shall be directed to the following representatives:

City
By: 
Name: Cindy Hemphill
Title: Finance Director

Program Administrator
By: 
Name: Steven L. Wolsfeld
Title: Vice President

The Program Administrator shall coordinate with the City for all meetings and conference calls with HUD and any other local, state or federal agency or department concerning implementation of the Program. Additionally, the Program Administrator shall coordinate with the City on any correspondence including electronic mail with HUD, or any other local, state or federal agency or department concerning the implementation of the Program. As the grant recipient, the City should either initiate all correspondence with the funding and regulatory agencies or have signatory approval of all correspondence that the Program Administrator will forward to the various agencies on behalf of the City.

VII. SPECIAL CONDITIONS

The Program Administrator agrees to comply with the requirements of 24 C.F.R. Part 570 and all federal regulations and policies issued concerning the NDRC CDBG Disaster Recovery Program.

VIII. GENERAL CONDITIONS

A. Compliance

The Program Administrator shall comply with all applicable Federal, state and local laws and regulations governing the use of funds provided under this Agreement and governing the review and coordination of federally assisted programs and projects. Failure to adhere to these conditions or with any provision of this Agreement may result in the City taking one of the following actions: (1) declaring the Program Administrator ineligible to participate in future awards; (2) withholding funds; or (3) termination of this Agreement.

B. Indemnity

The Program Administrator covenants and agrees to indemnify, hold harmless the City and its officers, agents, servants and employees from and against any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kind of character, whether real or asserted, to the extent arising out of or in connection with the negligent execution, performance, attempted performance or nonperformance of this Agreement, and the Program Administrator hereby

assumes all liability and responsibility of the City and its officers, agents, servants, and employees for any and all claims or suits for property loss or damage and/or personal injury, including death, to any and all persons, of whatsoever kind or character, whether real or asserted, to the extent arising out of or in connection with the negligent execution, performance, attempted performance or nonperformance of this Agreement.

C. Insurance

1. Public Liability Insurance

The Program Administrator shall furnish a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance covering all risks incident to or in connection with the execution, performance, attempted performance or nonperformance of this Agreement. The amounts of such insurance shall not be less than the maximum liability that can be imposed on the City under the laws of the State of North Dakota. At present, such amounts are as follows:

Bodily injury or death, per person	\$250,000
Bodily injury or death, per single occurrence (3 or more persons)	\$500,000
Property damage, per single occurrence	\$250,000

The Program Administrator understands that such insurance amounts shall be revised upward at the City's option and that the Program Administrator shall revise such amounts within thirty (30) days following notice to the Program Administrator of such requirements.

2. Worker's Compensation Insurance

The Program Administrator also covenants and agrees to furnish the City with a Certificate of Insurance as proof that it has obtained and paid for a policy of Workers' Compensation Insurance in the amounts required by state law, covering any and all employees of the Program Administrator active in the Program funded under this Agreement, and the Program Administrator shall require any sub-Program Administrators to carry adequate Workers' Compensation Insurance in the amounts required by state law.

If the Program Administrator has obtained worker's compensation insurance coverage through self-insurance, such documentation of self-insurance shall be provided to the City prior to, or with the submission of, the first reimbursement request.

3. Documentation of Insurance Coverage

The Program Administrator shall submit to the City documentation that it has obtained insurance coverage as required by this Agreement within thirty (30) days of the execution of this Agreement and prior to payment of any monies hereunder.

D. Relocation, Acquisition and Displacement

The Program Administrator agrees to comply with 24 C.F.R. § 570.606 relating to the acquisition and disposition of all real property utilizing grant funds, and to the displacement of persons, businesses, non-profit organizations and farms occurring as a direct result of any acquisition of real property utilizing grant funds. The Program Administrator shall comply with applicable City procedures and policies concerning displacement of individuals from their residences, including the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

E. Ownership of Documents, Copyright

All formal documents and data (not including drafts), produced under this Agreement are the property of the City. If this Agreement results in any copyrightable material, the City reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use the work. In addition, the City may authorize others to use the material.

IX. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

The Program Administrator shall adhere to standard, Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards and maintain necessary source documentation for all costs incurred under this Agreement.

Record-Keeping, Reports, and Audits

1. Records to be maintained

The Program Administrator shall maintain all records required by this Agreement, records required by 24 C.F.R. § 570.506 and records that are pertinent to the activities to be funded under this Agreement, including but not be limited to:

- a. Records providing a full description of each activity undertaken
- b. Records demonstrating that each activity undertaken meet one of the National Objectives of the CDBG program
- c. Records required determining the eligibility of activities
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program
- f. Financial standards, as required by 24 C.F.R. § 570.502; and
- g. Other records necessary to document compliance with Subpart K of 24 C.F.R. Part 570.

2. Property Records

The Program Administrator shall maintain real property inventory records, which clearly identify property purchased, improved or sold. Properties retained shall continue to meet eligibility

criteria and shall conform to the restrictions specified in 24 C.F.R. § 570.606. The Program Administrator shall ensure that any independent audit required hereunder includes a report on real property inventory as a supplemental schedule in the audit.

3. Retention

The Program Administrator shall retain all records pertinent to expenditures incurred under this Agreement per the State of North Dakota general Records Retention Schedule after the termination of all activities funded under this Agreement, or after the resolution of all Federal audit findings, whichever occurs later.

4. Reports

The Program Administrator, at such times and in such forms as the City may require, shall furnish the City with such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

X. GENERAL REQUIREMENTS

A. Civil Rights

1. Compliance

The Program Administrator agrees to comply with Title VI of the Civil Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 109 of Title 1 of the Housing and Community Development Act of 1974; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063; Executive Order 11246, as amended by Executive Orders 11375 and 12086; and all other applicable requirements of 24 C.F.R. Part 570, Subpart K.

The Program Administrator agrees to comply with any Federal regulations issued pursuant to Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against the handicapped in any federally assisted program. The City will provide the Program Administrator with any guidelines necessary for compliance with that portion of the regulations during the term of this Agreement.

2. Nondiscrimination

The Program Administrator shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance. The Program Administrator shall take affirmative action to insure that all employment practices are free from

such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Program Administrator agrees to post, in conspicuous places, available to employees and applicants for employment, notices to be provided by the Program Administrator setting forth the provisions of this nondiscrimination clause. The Program Administrator shall also abide by Title IX of the Education Amendments of 1972 (20 U.S.C.A. 1681 *et seq.*) which prohibits sex discrimination in federally assisted education programs.

B. Affirmative Action

1. Approved Plan

The Program Administrator agrees that it shall be committed to carry out, pursuant to the City's specifications, an Affirmative Action Program in keeping with the principles as provided in Presidential Executive Order 11246 of September 24, 1965. The City will provide Affirmative Action guidelines to the Program Administrator to assist in the formulation of such program, upon request. The Program Administrator shall submit a plan for an Affirmative Action Program for approval prior to the award of funds, if applicable.

2. Women/Minority Business Enterprise

The Program Administrator shall use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and women business enterprise" means a business that is at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The Program Administrator may rely on written representations by businesses regarding their status as minority and women business enterprises in lieu of an independent investigation.

3. Notifications

The Program Administrator shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Program Administrator's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. EEO/AA Statement

The Program Administrator shall, in all solicitations or advertisements for employees placed by or on behalf of the Program Administrator, state that it is an Equal Opportunity or Affirmative Action Employer, as applicable.

5. Grievance

The Program Administrator shall establish and maintain written procedures to address grievances or complaints of employees or Program participants under this Agreement. The Program Administrator's written procedures should provide for employees or participants to contact Minot only after the complainant has exhausted the Program Administrator's internal procedures. The Program Administrator shall notify all employees and Program participants of its grievance procedure. Such notification must include the telephone number to reach Minot. The Program Administrator shall immediately notify Minot of all grievances or complaints received by the Program Administrator.

C. LABOR STANDARDS

1. Wages

The Program Administrator agrees to comply with the requirements of the Secretary of Labor issued in accordance with the provisions of Contract Work Hours and Safety Standards Act [40 U.S.C.A. 3701 *et seq.*, as amended], as supplemented by Department of Labor regulations; the Copeland "Anti-Kickback" Act [18 U.S.C.A. 874]; the Davis-Bacon Act [40 U.S.C.A. 3141 *et seq.*, as amended]; and all other applicable Federal, state and local laws and regulations pertaining to labor standards, insofar as those acts apply to the performance of this Agreement. The Program Administrator shall maintain documentation that demonstrates compliance with hour and wage requirements of this section. Such documentation shall be made available to the City for review upon request. The Program Administrator shall also abide by Chapter 11 of Title 18 of the U.S. Code [18 U.S.C.A. 201 *et seq.*], which prohibits a number of criminal activities, including bribery, graft and conflict of interest.

2. OSHA

Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participant's health or safety.

3. Drug Free Workplace

All profit or non-profit agencies or organizations receiving state or Federal grant funds under the official sponsorship of the City must certify, on an annual basis, their compliance with the requirements of the "Drug Free-Workplace Act of 1988." Employees are specifically prohibited from manufacturing, distributing, possessing, purchasing, and using illegal drugs or controlled substances in the workplace or in any other facility, location or transport in which the employee is required to be present in order to perform his or her job function.

D. PROHIBITED ACTIVITY

The Program Administrator is prohibited from using CDBG funds or personnel employed in the administration of the Program for political activities, sectarian/religious activities, lobbying, political patronage, and/or nepotism activities.

1. Hatch Act

The Program Administrator agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

2. Religious Organization

The Program Administrator agrees that funds provided under this Agreement shall not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization, in accordance with the Federal regulations specified in 24 C.F.R. § 570.200.

E. FALSE CLAIMS

The Program Administrator shall abide by 18 U.S.C.A. 286, which provides for conspiracy to defraud the Federal Government with Respect to Claims. In addition, the Program Administrator shall also abide by the False Claims Act (31 U.S.C.A. 3729 *et seq.*); 18 U.S.C.A. 287 relating to False, Fictitious and Fraudulent Claims; 18 U.S.C.A. 245, as amended, relating to Federally Protected Activities; 18 U.S.C.A. 1001, as amended, regarding General Statements or Entries; the Program Fraud Civil Remedies Act (31 U.S.C.A. 3801 *et seq.*); the Federal Claims Collection Act of 1966 (31 U.S.C.A. 3701, 3711, 3716 to 3718), as amended by the Derby Collection Act of 1982; the Meritorious Claims Act (31 U.S.C.A. 3702); the Tucker Act (28 U.S.C.A. 1346, 1491 and 2501 *et seq.*); the Wunderlich Act (41 U.S.C.A. 321-322); the Anti-Deficiency Act (31 U.S.C.A. 1341 *et seq.*); and Section 208(a) of the Intergovernmental Personnel Act of 1970, as amended.

F. "SECTION 3" CLAUSE

1. Compliance

The Program Administrator agrees to comply with Section 3 of the Housing and Urban Development Act of 1968, as amended, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders. The Program Administrator understands that compliance shall be a condition of the federal assistance provided under this Agreement and binding upon the City, the Program Administrator and any sub-Program Administrators. Failure to comply with these requirements shall subject the City, the Program Administrator and any sub-Program Administrators, their successors and assigns, to those sanctions specified by the Agreement through which federal assistance is provided, and as set out in 24 C.F.R. Part 135, Subpart D. The Program Administrator agrees that no contractual or other disability exists which would prevent compliance with these requirements. The Program Administrator shall include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this contract is a project assisted under a program providing direct federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C.A. 1701. Section 3 requires

that, to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part, by persons residing in the areas of the project."

2. Notifications

The Program Administrator shall send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

3. Subcontracts

The Program Administrator shall include this Section 3 clause in every subcontract and shall take appropriate action pursuant to the subcontract upon a finding that the sub-Program Administrator is in violation of regulations issued by the City. The Program Administrator will not subcontract with any sub-Program Administrator where it has notice or knowledge that the latter has been found in violation of regulations under 24 C.F.R. Part 135 and will not let any subcontract unless the sub-Program Administrator has first provided it with preliminary statement of ability to comply with the requirements of these regulations.

G. SUBCONTRACTS

1. Approvals

The Program Administrator may not subcontract any of its duties or obligations under this Agreement without the express written consent of the City, unless such subcontracts were expressly disclosed and included as a part of the Program Administrator's original Proposal. Any request for the right to use a subcontractor that was not disclosed in the Program Administrator's Proposal shall include the name and address of the subcontractor and a copy of the proposed subcontract. The City shall have the right to require changes or additions to the subcontract as a condition of granting permission to use a subcontractor.

2. Monitoring

The Program Administrator shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

3. Content

The Program Administrator shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

H. Patents

The Contractor/Subcontract shall hold and save the Owner and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the contract including its use by the City of Minot, unless otherwise specifically stipulated in the Contract Document.

License or Royalty Fees: License and/or Royalty Fees for the use of a process which is mandated or specifically required by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the Owner and not by or through the Contractor/Subcontractor.

If the Contractor/Subcontractor uses any design device or materials covered by letters, patent or copyright, he shall provide for sue use by suitable agreement with the owner of such patented or copyrighted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in anyway involved in the work. The Contractor/Subcontractor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this contract, and shall indemnify the Owner for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

I. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.

J. Personnel

The Contractor/Subcontract represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract/Subcontract. Such personnel shall not be employees of or having any contractual relationship with the Owner.

All the services required hereunder will be performed by the Contractor/Subcontractor or under is supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

K. **Interest of Contractor/Subcontractor**

The Contractor/Subcontractor covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest Which would conflict in any manner or degree with the performance of his services hereunder.

L. **Compliance with the Office of Manage and Budget**

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.

XI. **ENVIRONMENTAL CONDITIONS**

A. **AIR AND WATER**

The Program Administrator agrees to comply with the following regulations insofar as they apply to the performance of this Agreement:

- Clean Air Act, 42 U.S.C.A. 7401 *et seq.*
- Clean Water Act, 33 U.S.C.A. 1368
- Executive Order 11738
- Federal Water Pollution Control Act, as amended, 33 U.S.C.A. 1251, *et seq.*, 1321 and 1318, relating to inspection, monitoring, entry, reports, and information, and all regulations guidelines issued there under
- Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R. Part 50, as amended.
- National Environmental Policy Act of 1969 (42 U.S.C.A. 4321 *et seq.*, as amended)
- HUD Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

B. **FLOOD DISASTER PROTECTION**

The Program Administrator shall comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.-2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Agreement, as it may apply to the provisions of this Agreement.

C. **LEAD-BASED PAINT**

The Program Administrator agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 C.F.R. § 570.608 and 24 C.F.R. Part 35, and in particular Sub-Part B thereof. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and

precautions that should be taken when dealing with lead-based paint poisoning, and of the advisability and availability of blood-level screening for children less than 7 years of age.

D. HISTORIC PRESERVATION

The Program Administrator shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C.A. 470) and the procedures set forth in 36 C.F.R. Part 800, "Protection of Historic Properties," insofar as they apply to the performance of this Agreement. In general this requires approval from the North Dakota Historical Commission and Antiquities Committee for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, state, or local historic property list.

E. WILDLIFE PROTECTION

The Program Administrator agrees to comply with the requirements of the Endangered Species Act of 1973, as listed in 50 C.F.R. § 17.11 and 50 C.F.R. Part 402; the Lacey Act (16 U.S.C.A. 3371-3378 *et seq.*, as amended); the Migratory Bird Treaty Act (16 U.S.C.A. 703-12); the Fish and Wildlife Coordination Act (16 U.S.C.A. 661 *et seq.*); Section 4(f) of the Department of Transportation Act (49 U.S.C.A. 1653(f)); the Federal Water Pollution Control Act (33 U.S.C.A. 1251 *et seq.*); the Coastal Zone Management Act of 1972, as amended (16 U.S.C.A. 1451); and the Safe Drinking Water Act of 1974 (42 U.S.C.A. 300f *et seq.*, as amended), insofar as they apply to the performance of this Agreement.

XII. SUCCESSORS, ASSIGNMENTS AND AMENDMENTS

A. Successors and Assignments

The City and the Project Administrator bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the City nor the Program Administrator shall assign, sublet or transfer its or his interest in this Agreement without prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

B. Amendments

The City or the Program Administrator may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the City's governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the City or the Program Administrator from its obligations under this Agreement.

Additionally, the City may, at its discretion, amend this Agreement to conform with federal, state or local government guidelines, policies and available funding amounts, or for other reasons. If such amendment results in a change in the funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications will be affected only by written Amendment signed by both the City and the Program Administrator.

C. PUBLIC CONTACT

Contact with the news media, citizens of the City or governmental agencies shall be the responsibility of the City. The City may engage the Program Administrator in Program outreach efforts to facilitate the development and implementation of the Program.

XIII. TERMINATION OR SUSPENSION OF CONTRACT

A. Automatic Termination

This Agreement automatically terminates at the end of the time of performance as specified in Section III., "Time of Performance," of this Agreement.

B. Termination Without Cause

The City may terminate this Agreement at any time by giving at least sixty (60) days prior written notice to the Program Administrator. The Program Administrator shall be entitled to payment for Services performed up to the date of termination contained within the notice, to the extent that the Services have been satisfactorily performed and are otherwise reimbursable under this Agreement. In the event of termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Program Administrator under this Agreement shall become the property of the City, and the Program Administrator shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination, unless HUD has determined through monitoring and/or investigative practices, that the Program Administrator is not entitled to such compensation.

C. Termination With Cause

The City may terminate this Agreement for cause, in whole or in part, if the Program Administrator fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Program Administrator ineligible for any further participation in City CDBG Disaster Agreements, in addition to other remedies as provided by law, provided that the City gives the Program Administrator written notice specifying the Program Administrator's failure and an opportunity to correct such failure. If within thirty (30) days after receipt of such notice the Program Administrator has not corrected such failure or, in the case of failure which cannot be corrected within thirty (30) days, begun in good faith to correct failure and thereafter proceeds diligently to complete such corrections, then the City may, at its option, place the Program Administrator in default and the Agreement shall terminate on the date specified in such notice. Failure to perform within the time specified in the solicitation will constitute a default and may cause cancellation of the Agreement. However, the Program Administrator shall be paid for all authorized Services properly performed prior to cancellation. Further, if the City has cause to believe that the Program Administrator is in noncompliance with this Agreement or any applicable rules and regulations, the City may withhold up to five (5) percent of said Agreement funds until such time as the Program Administrator is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

D. Partial Terminations

Partial terminations of the Scope of Services described in **Exhibit A** may only be undertaken with the prior approval of the City.

E. Breach of the Agreement

Termination of this Agreement shall not relieve the Program Administrator of liability for any breach of this Agreement that occurs prior to such termination or expiration.

F. Close-out

The Program Administrator's obligation to the City shall not end until all closeout requirements are completed to the satisfaction of City (Unless the time period in section IV has concluded and no extension has been granted). Activities during this close-out period shall include, but are not limited to, making final payments, disposing of Program assets, including the return to the City of all unused materials, equipment, unspent cash advances, Program income balances, and accounts receivable, and determining the custodianship of records.

XIV. MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

Notwithstanding any other provision of this Agreement to the contrary, neither party including their officers agents, servants and employees shall be liable to the other for lost profits or any special, indirect, incidental, or consequential damages in any way arising out of this Agreement however caused under a claim of any type or nature based on any theory of liability (including but not limited to: contract, tort, or warranty) even if the possibility of such damages has been communicated.

XV. NO THIRD PARTY BENEFICIARIES

It is specifically agreed and understood that this is an agreement between the City and the Program Administrator and that there are no third party beneficiaries who may assert any rights against either City or Program Administrator under this Agreement.

XVI. AGREEMENT REQUIREMENTS

Notwithstanding any provision of this Agreement, the Program Administrator is required to comply with only the Federal, state, and local regulations applicable to the specific federally assisted program associated with this Agreement.

XVII. INCORPORATION OF EXHIBITS

The following documents are a part of this Agreement:

- Exhibit A Scope of Services
- Exhibit B Estimate of Program Fees
- Exhibit C CDBG-DR Program Requirements

CITY OF MINOT

By: 
Name: Chuck Barney
Title: Mayor

Date Signed: June 6, 2016

CDM SMITH INC.

By: 
Name: Steven Wolsfeld
Title: Vice President

Date Signed: June 6, 2016

EXHIBIT A
AGREEMENT BETWEEN CITY OF MINOT AND CDM SMITH
FOR NATIONAL DISASTER RESILIENCE GRANT IMPLEMENTATION
ADMINISTRATIVE AND PROJECT DELIVERY SERVICES
FOR MINOT, ND

SCOPE OF SERVICES

The full scope of services are provided in the attached Exhibit A

Exhibit A
City of Minot, ND
National Disaster Resilience Grant Implementation
Administrative and Project Delivery Services
Scope of Services
CDM Smith
June 6, 2016

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Overview

The City of Minot has been awarded a \$74.3 million grant from the U.S. Department of Housing and Urban Development for the National Disaster Resilience Competition (NDRC). These much-needed funds, along with more than \$63 million in leverage from state and local government, the private sector, and nonprofit sources will be used to further Minot's recovery as well as its resilience to future stresses and shocks. The goals, as stated in the grant application, are to:

- Reduce flood risk to address the needs of our most vulnerable, provide benefits in the near term as well as the long term, support local land uses, and layer solutions with existing flood protection plans.
- Increase the supply of quality affordable housing for our most vulnerable residents in a manner that fosters livability and the long-term viability and sustainability of neighborhoods.
- Foster a robust, diverse, and healthy economy that enables the region to weather disruptions from physical as well as economic disasters.

Minot's proposed resilience efforts fall under three projects that reflect the above goals. Our grant application proposed several activities under each project. The projects proposed for the National Disaster Resilience (NDR) program are outlined in Minot's October 2015 NDRC application and listed below. Activities to be carried out using Minot's NDR grant and supplemented by leverage funds are listed under each project.

Phase I: Start-up and NDR Program Design Assistance

Phase II: Full-scale operations and program implementation

Project 1: Reduce flood risk and increase resilience

Activity 1.1 – Strategic buy-outs and relocation services

Activity 1.2 – Housing demolition management services program

Activity 1.3 – Open space and ecological restoration guidance manual for flood storage

Activity 1.4 – Souris River decision support tool

Project 2: Build affordable resilient neighborhoods

Activity 2.1 – Develop resilient neighborhoods

Activity 2.2 – Develop affordable housing

Activity 2.3 – Create a downtown public gathering place

Activity 2.4 – Develop a Minot family shelter for homeless families

Project 3: Foster economic resilience and diversification

Activity 3.1 – Relocate City Hall and co-locate a social services center

Planning projects:

Activity 4.1 – Minot detailed market study for affordable housing

Activity 4.2 – Economic development strategic plan for Minot and Ward County

Activity 4.3 – Affordable housing neighborhood master plans and site study

Activity 4.4 – Vulnerable populations action plan

Activity 4.5 – Benefit-cost analysis tool component for Decision Support Tool

Activity 4.6 – Develop funding and financing plan for targeted NDRC non-funded projects

The following scope of services outlines the efforts needed to complete these resilience projects and activities. Tasks associated with Phase I, in preparation for Minot's signing a NDR grant award contract with HUD, are listed at the beginning under Phase I. The tasks required to fully implement each project and its activities (as listed above) are shown in the Phase II Implementation scope of services.

Phase I: Start-up and NDRC Program Design Assistance

The Program Administrator shall assist the City in developing the mechanisms necessary for implementation of the NDR Program, including but not limited to the following:

1. Update the Minot NDRC Phase 2 application as necessary to meet the requirements for the HUD Action Plan and prepare other required documentation for the National Disaster Resilience program in accordance with the established Federal Register and other applicable regulations. Design and develop required program Policies and Procedures for implementation of the programs and projects as described in the Action Plan.
2. Set up the City's NDR Program: Initiate information system reporting and tracking, contract, budgeting, staffing, project scoping, project management plan, deliverables, quality control time frame, scheduling.
3. Initiate work on required waivers, including potentially a public facility waiver and an LMI modification waiver.
4. Refine NDR projects, budget, and leverage to align with HUD grant award amount.
5. Revise HAZUS modeling to reflect scaling of projects included in the grant award, revise model narrative and success factors.
6. Revise BCA sections as appropriate to reflect scaled projects and inputs included in grant award. Run BCA model and write model narrative reflecting revised data input.
7. Revise performance metrics for projects included in grant award.
8. Initiate project descriptions for environmental review of NDRC projects.
9. Assist City with NDRC partner meetings and other partner-related needs as they arise.
10. Participate in follow-up NDRC program calls with HUD staff, prepare meeting minutes, and complete any required follow-up work tasks that arise from each meeting.
11. Provide ongoing support for the City's NDRC Program operations as required.

Phase II: Full-scale operations and program implementation

Project 1: Reduce flood risk and increase resilience

The activities proposed under NDR Project 1 focus on actions that will be layered with ongoing and planned flood protection efforts (including the Mouse River Enhanced Flood Protection Plan). The activities listed below reframe Minot's approach to flood risk reduction from an infrastructure-only approach to a layered strategy that includes grey, green, and non-structural techniques. Combining flood storage and water management strategies and non-structural solutions such as buy-outs with the planned long-term flood protection system will provide co-benefits including converting and preserving open space along the river to restore habitat and offer recreational opportunities; provide flood protection sooner for residents and small businesses in low-lying areas where the flood protection system may not be in place for many years; and potentially reducing the overall cost of the proposed infrastructure-based plan. Project 1 includes the following activities:

Activity 1.1 – Strategic buy-outs and relocation services

Activity 1.2 – Housing demolition management services program

Activity 1.3 – Open space and ecological restoration guidance manual for flood storage

Activity 1.4 – Souris River decision support tool

The scope of work, tasks, and subtasks for each of these activities are outlined below.

Activity 1.1 – Strategic buy-outs and relocation services

Background

Many residents of Minot's low-lying areas remain in the neighborhoods where they lived before the flood, often because they cannot afford to do otherwise. Affordable housing is scarce, and when new flood insurance maps are released and insurance is required the cost of that insurance could force some to relocate outside of the region. A buy-out program targeted at the most vulnerable areas, coupled with *Project 2: Build affordable, resilient neighborhoods*, will enable residents to move out of harm's way but remain in Minot.

The scope of services for this activity includes project delivery services for Minot's strategic buy-outs and relocation services program, as described below. Services shall include compliance with all required reporting, tracking overall grant progress in compliance with CDBG-DR/NDR program guidelines, providing technical assistance when necessary, preparing amendments, coordinating with City committees, financial management, and other grant-required administration tasks requested by the City and/or funding agency.

Project delivery services shall include, but not be limited to: conducting environmental review based on selected activities, preparing and reviewing program policies and procedures, determining eligibility of projects, property owner verification and eligibility review, property appraisals, title searches, closings, contractor verification, assisting in development of bid packages, overseeing bidding process, working with project engineers if required, and other activity-related tasks required to complete the Program.

Specifically, the City requests the following services be provided:

- Program Management processes and tools for organizing and managing NDR funds; establishment of and training on best practices related to Program Management
- Establishment of Program charters, timelines, goals, metrics, and deliverables
- Document control and management
- Action Plan and program development and support
- Policy development and review
- Support of program and financial compliance requirements
- Support of communication strategy
- Support of monitoring plans and execution
- Support of program operations as required
- Assist City public relations firm with City, congressional, and state government offices

The programs listed below will be designed to meet the City's program policies.

Task 1.1.1 Housing acquisition and buy-out program

CDM Smith will provide a comprehensive housing buy-out program for up to 290 single family homes and 390 mobile homes. Services to be implemented include:

- Community and applicant informational workshops
- Application intake
- Eligibility determination and verification
- File documentation
- Appraisals
- Title work
- Award calculations and allocations

- Assistance with the procurement of contractors for demolition
- Payment processing
- Development of RFPs for demolition contractors
- Broad environmental review and site-specific review for each property

Program specifics will include the following:

1.1.1.1 Pre-offer activities

- Send questionnaires
- Review questionnaires
- Obtain copy of Abstract
- Obtain title insurance
- Meet with homeowner to collect data
- Set up files
- Enter data in Salesforce database
- Obtain privacy releases for the acquisition program
- Obtain signed attachments and exhibits for the acquisition program
- Perform environmental broad review

1.1.1.2 Offer activities

- Perform title search
- Conduct appraisal of properties
- Prepare offer letter
- Provide offer letter to City of Minot for review and approval

1.1.1.3 Purchase price appeal activities

- Receive appeals and information/documents from property owners
- Coordinate appeals with City of Minot; CDM Smith and the City will sign off on all appeal decisions
- Coordinate responses with City of Minot to answer follow-up questions from property owners
- Assist with preparation of correspondence, reports, minutes, findings and/or conclusions of appeal process
- Communicate appeal decisions to City of Minot

1.1.1.4 Purchase agreement activities

- Initiate negotiations
- Prepare Purchase Agreement with attachments for City of Minot review
- Meet with property owners to obtain signed Purchase Agreements
- Administrative settlement and negotiation notes where applicable

1.1.1.5 Pre-closing activities

- Consult with property owners for date of closing; schedule closing
- Contact lien holders and obtain payoff information
- Calculate taxes and special assessments for proration
- Prepare closing documents for CDM Smith and City approval

- Prepare closing statements for CDM Smith and City approval
- Prepare deeds
- Prepare funding requests for State Water Commission or other state agencies for CDM Smith
- Document appropriate local funding requests for CDM Smith
- Complete site-specific review

1.1.1.6 Closing activities

- Verify and sign off that file and documents are complete and provide information for City final review and approval
- Prepare file for potential post-project audit
- Prepare final reports
- Close file
- Provide all documentation to City once file closes
- Attend closing
- Obtain signed deeds, releases, satisfaction, title clearing documents, etc.
- Disburse proceedings from closing
- Record documents
- Complete one-to-one replacement form

1.1.1.7 Post-closing activities

- Prepare closing statements and reports to State Water Commission and other state agencies
- Prepare closing statements and reports for City
- Coordinate and identify available properties for relocation

Task 1.1.2 Relocation services for involuntary buy-out program

All services are to be provided in accordance with 49 CFR Part 24 Uniform Relocation Assistance and Real Property Act Acquisition for Federal and Federally-Assisted Programs Act, also known as the Uniform Relocation Act (URA).

Relocation services will be provided for up to 290 single family homes and 390 mobile homes. In general, CDM Smith will complete the following tasks:

- Develop relocation plan/policy for the City of Minot
- Obtain tenant information for review for CDBG URA compliance
- Determine whether URA assistance is available and applicable
- Provide relocation assistance counseling
- Contact tenants
- Prepare and send URA notices
- Request relocation assistance for review and draw request
- Release relocation assistance payments to eligible applicants in accordance with program policies and regulations

1.1.2.1 Relocation plan

A relocation plan will be developed to recognize potential problems associated with the displacement of those affected by the project and to develop solutions to minimize the adverse impacts of the displacement.

Preparation of the plan will include a relocation study that will include the following:

- An estimate of the number of households to be displaced, including detailed information on each household
- An estimate of the number of comparable available dwellings that are expected to be available to fill the needs of the households to be displaced
- An estimate of the number, type, and size of the businesses, farms, and nonprofit organizations to be displaced and the approximate number of employees that may be affected (49 CFR 24.205(a)(3))
- An estimate of the availability of suitable replacement business sites
- Consideration of any special circumstances or relocation advisory assistance which may be needed

The Relocation Plan will begin with contacting each occupant. During this initial contact, an interview will be conducted to determine the occupant's relocation needs and to identify potential relocation issues. At the time of the interview a relocation questionnaire is completed and important data is gathered for use in determining eligibility and computing relocation benefits.

At this meeting the Relocation Specialist also provides the occupants with a written general information notice on the relocation process, including potential benefits and eligibility requirements (49 CFR 24.203(a) General information notice). This notice will include at least the following:

1. Add 24.203 (a)(1) –(5)

Using the data gathered from the questionnaires, research is then conducted to address the needs of those being displaced. A major issue addressed in the Relocation Plan is that adequate replacement properties are available for those being displaced. The plan will also address and provide suggested solutions to any unique problems. All of this information is then provided in the form of a report, which is then used as a guide to how the relocation project will proceed. The exact number and type of relocations will also be further refined in the Relocation Plan.

1.1.2.2 Residential relocation services

Eligibility for relocation assistance shall begin on the date of a notice of intent to acquire or at the initiation of negotiations, whichever occurs first. Promptly after the initiation of negotiations, those eligible for relocation assistance will be notified in writing of their eligibility for applicable relocation assistance.

For residential displacements the notice shall include information on at least one and preferably three or more comparable replacement dwellings. These comparable dwellings will also be used in determining the maximum replacement housing payment for which the occupant may qualify.

Owner-occupants can receive up to four residential relocation benefits:

- Replacement Housing Payment
- Costs Incidental to the Purchase of a Replacement Property
- Interest Differential
- Moving Costs

Tenants can be eligible for the following relocation benefits

- Rental Supplement Payment OR
- Down Payment and Costs Incident to Purchase, AND
- Moving

The replacement housing payment or rental supplement payment will be determined for each dwelling unit. After obtaining the City's approval for the payment, the Relocation Specialist will meet in person with the occupants and present the payment in writing. At this meeting the benefits, the eligibility requirements, and the time frames will be explained.

The occupants will be assisted in locating replacement dwellings as well as filing claims for relocation benefits. In addition, the Relocation Specialist will provide Advisory Assistance including providing information on financing, pros and cons of buying versus renting, and pitfalls of which participants need to be aware.

1.1.2.3 Landlord re-establishment

Persons who own real estate being acquired for the project which they lease to others may be eligible to receive a payment not to exceed \$10,000 to assist them in re-establishing a replacement rental property.

A meeting will be conducted with each owner who falls under this category to determine eligibility. If it is determined the real estate owner may qualify for the payment, detailed information will be provided on the requirements for receiving the payment and assistance will be provided to the owner for claiming benefits.

1.1.2.4 Personal property move

There may be certain instances where a person may not occupy the real estate, but has personal property that needs to be moved due to the project. These persons are eligible for the payment of the actual, reasonable, and necessary costs to move that personal property.

The Relocation Specialist will work with the owners of such personal property to explain their potential eligibility, their responsibilities, and time frames for completing the move.

1.1.2.5 General relocation duties

The Relocation Specialist will assist the occupants as needed in the completion of all paperwork necessary to claim relocation benefits and documentation necessary to support such claims.

When delivering an offer of relocation benefits, the Relocation Specialist will also deliver an advisory 90-day notice to vacate. This notice advises the occupant that they will have at least 90 days from that particular date before they are required to move from the acquired site. At the time the City acquires the site, the Relocation Specialist will send the occupants a final 30-day notice to vacate. This notice must give the occupants at least 30 additional days to remain in possession of the site. The final vacate date cannot be less than 90 days from the date the occupant received the original 90-day advisory notice.

The displacees have one year from the date they vacate the acquired property to meet the qualification criteria for receiving relocation benefits. Displaced persons are also allowed an additional six months to claim benefits beyond the one year qualification time frame. The Relocation Specialist will provide services as needed to ensure all displaced persons receive relocation advisory services throughout the 18 month period that extends beyond the vacate date.

Relocation claims will be reviewed by another Relocation Specialist or manager prior to submittal for payment. This is part of the QA/QC process on the project. When the relocation process is complete, the City will be provided with a completed file containing all of the relocation contact logs, reports, and claims.

Relocation activities shall be coordinated with project work and other displacement-causing activities to ensure that, to the extent feasible, persons displaced received consistent treatment and the duplication of functions is minimized.

Assumptions

- Salvaging will not be allowed.
- Properties fall under eminent domain.
- Global match – 75 percent state, 25 percent NDR funds.
- Number of properties to be acquired and relocated is based on the Budget and Fee Schedule.
- Salesforce will be used as the IT solution to manage the data and processes for Project 1.
- All manufactured and mobile homes are of suitable quality to be moved.
- CDM Smith will provide up to 3.5 FTEs for case management duties.
- URA compliance activities will be performed by OR Colan and up to 0.5 FTE provided by CDM Smith.
- Appraisals include 265 single family, 25 empty lots, and 25 commercial/industrial.
- Environmental work includes one broad review and 670 site specific reviews.

Activity 1.2 – Housing demolition management services program

The following scope of services is based on providing housing demolition management services for up to 290 single family homes and 390 mobile homes as detailed below.

Task 1.2.1 Planning, policies, compliance, and protocols

CDM Smith will provide guidance for the City of Minot to define the best and most effective methods for demolishing all identified structures, including those that have been determined to pose health and safety hazards. CDM Smith shall develop a plan with timelines, responsibilities, methods of compliance, etc. to ensure a compliant demolition program. Tasks associated with requirements include:

- Project organization, coordination, policies and protocols, administration, planning, and oversight
- Project cost and budget oversight and monitoring
- Communications, team collaboration, project reporting, project documentation methodologies, and public relations
- Change management and issue control
- Contract management
- Monitoring quality control plan, including effectiveness measures, for assuring the successful demolition of all properties designated for demolition by the City of Minot
- Quality assurance implementation operations assessment, which results in a quality control plan
- Procedures to deter and detect fraud, waste, and abuse by demolition contractors

Deliverables

The following key deliverables are anticipated for this task:

1. Written operations plan which will incorporate program policies and protocols to include schedules, estimated cost for demolition of properties, monitoring, quality control, recordkeeping, reporting, and close-out of each property
2. Project supporting documentation and working papers
3. Program and organization needs assessment and requirements definition
4. Cost assessment and cost projection for the Demolition Program
5. Timely status plan
6. Quality control plan

Task 1.2.2 Environmental reviews for structures to be demolished

CDM Smith will provide consultants to review environmental clearances provided by the City of Minot to ensure compliance with all state regulations. The demolition contractor will help the CDM Smith staff develop and process the necessary documents required to clear each property. Tasks associated with this requirement include:

- GPS to verify locations of properties
- Interactions with the City of Minot, its demolition contractor, and its program, business, and functional units and processes as necessary to obtain information needed on properties

Lead inspections scope:

- Structures built prior to 1978 will be assumed to have lead based paint.
- Before demolition of the structure, a notification of Lead-based Paint Abatement and Demolition Clearance request of visual inspections will be submitted to the North Dakota Department of Health (NDDH).
- Upon approval from the NDDH, each property will be demolished and visually inspected by a North Dakota accredited lead inspector for the presence of paint chips.
- After the property has been cleared by the inspector, a clearance report will be generated and given to the NDDH.

Asbestos testing scope:

- All structures slated for demolition will receive a thorough asbestos inspection performed by a North Dakota accredited asbestos inspector to determine the presence of asbestos containing material (ACM). Report will include the location and quantity of all friable and non-friable ACM.
- Asbestos samples will be sent to a NVLAP approved laboratory in PLM & TEM analysis with a 24-hour turnaround time.
- Friable ACM will be abated from the structures by a North Dakota accredited asbestos abatement contractor (outside contractor does not work for CDM Smith) and disposed of at an appropriate landfill.
- Before asbestos abatement of the structure, a Notification of Asbestos Demolition and Renovation will be sent to the NDDH for approval of the abatement work.
- Before demolition a Notification of Asbestos Demolition and Renovation will be sent to NDDH for approval of demolition for all structures, whether or not asbestos is present.

Deliverables

Since this task is for completed and federally compliant environmental reviews of the properties to be demolished, the following represent anticipated key deliverables for this task.

1. Work plan and timetable for completing environmental reviews
2. Timely status reports
3. Certification of completed Environmental Reviews
4. Other project deliverables that may be forthcoming from specific task assignment by the City of Minot

Task 1.2.3 Demolition management services

CDM Smith will manage and oversee the Demolition Program. This work will include the following steps:

- Prepare a scope of services plan for each property to be demolished.
- Prepare bid documents and execute subcontracts in accordance with federal and state regulations for the demolitions and debris removal.
- Administer and monitor subcontracts for the demolition, debris removal, and site cleanup.

- Demolition contractor is responsible for obtaining all permits and contacting all utility providers prior to commencement of any demolition project.
- Demolition contractor is responsible for the proper removal and proper disposal of all materials, including hazardous materials, in accordance with federal laws, state laws, and local codes and ordinances.
- Demolition contractor is responsible for all fees and permits for demolition debris disposal.
- Provide on-site monitoring of CDM Smith subcontractors to ensure quality work and adherence to all federal and state laws as well as local codes and ordinances.
- CDM Smith shall ensure that each property structure has been demolished, debris has been removed, and the property has been graded.
- Provide contract negotiation services.
- Provide quality assurance, implement operations, and assessment, to the satisfaction of the Department of Public Works, City of Minot.

Assumptions

- Salvaging will not be allowed.
- Global match – 75 percent state, 25 percent NDR funds
- Number of properties to be demolished is based on the Budget and Fee Schedule.
- All manufactured and mobile homes are of suitable quality to be moved, and demolition includes just the ancillary structures, foundations, and utility stub-ups at each lot.
- Demolition – oversight of underground utilities, development roadways, and other removals is not included in budgets.
- Up to 10,370 asbestos samples will be collected and analyzed.
- Up to 75 properties will require lead inspection and compliance.

Activity 1.3 – Open space and ecological restoration guidance manual for flood storage

Background

Project 1 activities focus on specific actions that will be layered with ongoing flood protection efforts to reduce risk and provide resilience benefits that could begin in the near term and extend over time. The Eco-Restoration Open Space Guidance Manual will provide a roadmap for preserving open space and eco-restoration of flood storage areas that have been initially identified along the Souris River and may provide valuable risk reduction benefits (relocating people out of harm's way), potential flood storage, and possibly value engineering for some sections of the Mouse River Enhanced Flood Protection Plan. By combining flood storage and water management strategies as well as non-structural solutions like buy-outs with the long-term flood protection system, Minot will create a layered approach to flood risk reduction.

CDM Smith will further assess parcels identified as suitable for flood storage to evaluate their potential to hold water in the event of a flood, thereby protecting people and property and reducing damages and loss. Employing productive land uses that are resilient to flooding will benefit the city and region by creating open space for a variety of uses. This evaluation will be conducted using the Decision Support Tool in cooperation with Minot Park District staff and the City Engineer. Parcels that are determined to be suitable will be incorporated in the Project 1 buy-out program so that residents of these low-lying areas can be relocated. The open space parcels that result from the buy-out program will serve as both flood storage and groundwater

recharge areas, as well as potential environmental areas for passive recreation such as hiking and bird watching, wildlife habitat preservation and restoration, and outdoor environmental education. The goal is to temporarily store flood waters and then recharge groundwater rather than create additional ponding situations.

In order to properly evaluate and appropriately develop these open space areas, a guidance manual will be developed under this task. This manual will include guidance that covers activities ranging from the initial evaluation of parcels to the potential development of parcels for use as wildlife habitat areas, trail areas, habitat restoration areas, and areas where outdoor environmental education activities may be suitable. The Eco-Restoration Open Space Guidance Manual will address the following tasks:

Task 1.3.1 Parcel group identification

Six parcels have been tentatively identified as potential open space parcels to be included in the buy-out project and the eco-restoration project under the Minot NDR Program. These parcels would be suitable as open space, serving as flood control and groundwater recharge areas as well as other community uses. As part of the development of the Eco-Restoration Open Space Guidance Manual, these six parcels and others will be considered for inclusion in a list of suitable open space areas.

Task 1.3.2 Ecological surveys

The six parcels tentatively identified, and up to three additional parcels that may be added, will be surveyed to identify the ecological and topographic features of each parcel. A detailed desktop analysis of the parcel will be completed prior to each ecological survey. As part of the ecological surveys, observations of plants, wildlife, habitats, and other features will be recorded. Information gathered as part of the ecological surveys will be detailed in the Eco-Restoration Open Space Guidance Manual. The documentation from the ecological surveys will be useful in determining the potential for parcels to incorporate trails, wetland creation, prairie restoration, and outdoor education opportunities. All information gathered through the desktop analysis and the ecological surveys will be evaluated and incorporated in the Eco-Restoration Open Space Guidance Manual.

Task 1.3.3 Parcels with potential for prairie grassland restoration

North Dakota was once dominated by native prairie habitats. Much of the native tall grass, mixed grass, and short grass prairies of North Dakota has been lost. The remaining native grasslands are fragmented by trees, roads, urbanization, and agricultural fields. This fragmentation results in the decline of many bird and mammal species that depend on large blocks of grassland.

Grassland habitats can be re-established by planting a diverse mix of grasses and forbs suitable to a particular soil type. Prairie grassland restoration can help reduce the fragmentation of existing grasslands.

Prairie grasslands require management to sustain and maintain desirable species in preferred conditions. Historically, native grasslands were maintained by natural disturbances such as grazing by native herbivores (e.g., bison, pronghorn, and elk) and periodic fires. These frequent disturbances maintained the natural diversity of warm and cool season grasses and forbs. Fire suppression and changes to grazing activities following European settlement drastically altered the natural grasslands. Invasion of non-native species such as Kentucky bluegrass, brome grass, crested wheatgrass, and Russian olive, along with the spread of some native woody species, have also altered the composition and health of native grassland habitats.

Without proper grassland management excessive plant litter accumulates, which reduces the amount of sunlight reaching plants near the soil surface. This shading offers an advantage to shade tolerant invasive species such as Kentucky bluegrass and smooth brome grass, which leads to more invasive grasses and more

woody plants. Management practices such as prescribed grazing, prescribed burning, mowing or haying, and light disking or harrowing can help maintain and preserve native prairie grasslands.

The Eco-Restoration Open Space Guidance Manual will consider the suitability of prairie grassland restoration and/or re-establishment at particular parcels. Only approved native prairie plant species will be included in any prairie grassland restoration. Consideration will be made in cooperation with Minot Park District staff, as they will be in charge of prairie grassland management.

Task 1.3.4 Parcels with potential for wetland restoration

The North Dakota Parks and Recreation Department prepared a Wetlands Priorities publication as part of the 2013–2017 North Dakota State Comprehensive Outdoor Recreation Plan (SCORP). This plan was prepared in cooperation with the National Park Service and the U.S. Department of the Interior under the provisions of the Land and Water Conservation Fund (LWCF) Act of 1965. The U.S. Congress enacted the Emergency Wetlands Resources Act of 1986 to protect and promote the conservation of the nation's wetlands. The Emergency Wetlands Resources Act amends the LWCF Act to require each state's SCORP to specifically address wetlands and to: (1) be consistent with the National Wetlands Priority Conservation Plan prepared by the U.S. Fish and Wildlife Service; (2) provide evidence of consultation with the state agency responsible for fish and wildlife resources (North Dakota Game and Fish Department); (3) contain a listing of those wetland types which should receive priority for acquisition; and (4) consider outdoor recreation opportunities associated with its wetlands resources for meeting the state's public outdoor recreation needs.

According to the U.S. Geological Survey, wetlands once covered approximately 4.9 million acres of North Dakota. By the late 1980s, significant wetland loss was caused by drainage for agricultural uses, decreasing wetlands in the state to approximately 2.7 million acres. The current estimate of wetlands remaining in North Dakota is approximately 2.5 million acres, or about 50 percent of what once covered the state.

The benefits of wetlands include recreational opportunities that can promote hiking, photography, bird watching, and outdoor environmental education. Wetlands are some of the most biologically diverse environments in the world, providing habitats for a wide variety of animals and plants that depend on wetlands for food, habitat, or shelter.

Wetlands can serve as natural sponges as water drains into an area, helping to slow water's movement and erosion potential, reduce flood waters, and allow for groundwater recharge. Wetland soils and plants also act as natural filtration systems in treating storm water pollutants and filtering excess nutrients out of rainwater before they reach rivers, streams, and lakes.

One aspect of the Eco-Restoration Open Space Guidance Manual will consider whether wetlands creation or restoration might be suitable for particular parcels. If so, some of the benefits highlighted above could be realized. Only approved native wetland plant species will be included in any of the wetland creation or restoration parcels. Considerations will be made in cooperation with Minot Park District staff, as they will be in charge of wetland management.

Task 1.3.5 Parcels with potential for outdoor recreation

The Eco-Restoration Open Space Guidance Manual will evaluate whether open space parcels are conducive to outdoor recreation activities including hiking trails, walking trails, photography, and bird watching. Some parcels may not be suitable for outdoor recreation, but others could accommodate one or more outdoor

recreation activities. For parcels selected for outdoor recreation development, consideration will be given to the creation of parking areas, trails, and other amenities. Considerations for outdoor recreation will be made in cooperation with Minot Park District staff.

Task 1.3.6 Parcels with potential for outdoor environmental education

The Eco-Restoration Open Space Guidance Manual will evaluate whether open space parcels are conducive to outdoor environmental education, which could involve instruction on the values of native plants, birds, wildlife, prairie restorations, and wetland creation. Some parcels may not be suitable for outdoor environmental education, while others could accommodate one or more outdoor environmental education activities. For those parcels selected for outdoor education development, consideration will be given to the creation of parking areas, trails, education facilities, parcel maps, and other amenities. Considerations for outdoor environmental education will be made in cooperation with Minot Park District staff.

Task 1.3.7 Vegetated flood storage and recharge basin concept

The Eco-Restoration Open Space Guidance Manual will explore a concept where the open space parcels are landscaped and vegetated. The concept of flood storage areas and groundwater recharge areas that are vegetated with trees and shrubs has been successful in other areas of the country. This approach will be used in addition to prairie restoration and wetland creation, on parcels selected for those activities. Native plantings of trees and shrubs can provide food and cover to native wildlife species. Acceptable native landscape plantings of trees and shrubs will also be presented in the Eco-Restoration Open Space Guidance Manual. Considerations for landscaping and vegetation of these areas will be made in cooperation with Minot Park District staff.

Task 1.3.8 Coordination and cooperation with local park departments

The Minot Park District is responsible for the maintenance of a number of park and trail areas in Minot. Meetings and discussions with Minot Park District staff will be a priority. CDM Smith will coordinate with the Minot Park District regarding any of the potential open space parcels. Minot Park District staff input will be valuable in determining the approach for eco-restoration of selected parcels and determining the long-term maintenance requirements for a particular parcel. Parcel development, maintenance, security, environmental education, trail development, prairie restoration, wetland creation, access, landscape planting, and similar activities will require Minot Park District involvement.

Activity 1.4 – Souris River Decision Support Tool

Background

Minot's Phase 2 NDRC application incorporated a benefit-cost analysis for the proposed projects included in the Minot application to identify potential refinements to the proposed flood control project to enhance the benefit-cost ratio (reduced costs and increased benefits), including Project 1: *Reduce flood risk and increase resilience*. One of the activities included in Project 1 was the development of a Decision Support Tool (DST) to assist the City in further evaluations of potential flood risk reduction and water management strategies that result in benefit enhancement and cost reductions. This scope of services is for the development and application of the DST.

We understand there are several levels of action to be taken over time in phases to mitigate existing and potential future flood risks in and around Minot and the contributing watersheds; these include:

- Short-term actions to manage flooding and reduce risk
- Longer term planning, design, implementation, operation, and maintenance of comprehensive, resilient solutions to forecast, reduce, and manage flood risk and establish beneficial uses of floodwaters where possible

Task 1.4.1 Data evaluation

CDM Smith will evaluate and use the data and models included in the Phase 2 NDRC application, along with the following data and models as provided by the City, FEMA, and the U.S. Fish and Wildlife Service (USFWS) to support the development of the DST.

- Mouse River Enhanced Flood Protection Plan Preliminary Engineering Report and Mouse River Enhanced Flood Protection Plan Hydrologic and Hydraulic Modeling Report and Executive Summary (February 29, 2012, Barr Engineering with contributions from Ackerman-Estvold Engineering, Moore Engineering, and CPS, Ltd.)
- HEC-RAS model of the Mouse River in North Dakota developed by Ackerman-Estvold Engineering (CDM Smith has these from the previous phase)
- FEMA ResSim model for the City and upstream area
- Other tributary models for Minot that are available from the City
- Design plans for the Project by Ackerman-Estvold Engineering
- USFWS information for Lake Darling as available (e.g., bathymetry/depths, cross-sections, dam and structure/gate data and operation schedule, and desired/defined seasonal water levels)
- Information for the Rafferty and Alameda reservoirs in Canada as available (e.g., bathymetry/depths, cross-sections, dam and structure/gate data and operation schedule, and desired/defined seasonal water levels)

CDM Smith will summarize the data and potential data gaps in a Data Evaluation report section and will provide recommendations to address the potential data gaps identified for the City's review and comment.

Task 1.4.2 DST development

1.4.2.1 System simulation model

CDM Smith will use the ISEE STELLA software to develop a systems model for the DST capable of simulating the Souris River water management system to the extent needed to evaluate the potential alternatives listed below. The STELLA tool will incorporate applicable results and relationships from the HEC-RAS and ResSim models, operating rules and constraints, cost functions as necessary, and other metrics for measuring success against goals established in collaboration with the City of Minot. The STELLA model will be used to screen and refine alternatives and for confirmation of preferred alternatives with the hydrologic and hydraulic tools. The development of the STELLA model will include:

- A single system schematic defining key elements and locations for evaluation, data input/import, and output reporting. The schematic will be developed externally from the model for initial refinement and concurrence, then translated into the STELLA modeling platform, which will depict the system visually and simulate it dynamically.
- Hydrologic flows at key points across the system

- Stage-storage-discharge relationships at up to eight key locations of interest as recommended by CDM Smith. These may include the outlets of the Alameda and Rafferty reservoirs in Canada, the Canadian border, upstream of Lake Darling, downstream of Lake Darling, at the Souris River confluence with the Des Lacs River, upstream of Minot, at the midpoint of the Souris River in Minot, and downstream of Minot.
- Operations rules for potential seasonal water level control and storm event controls for up to three existing reservoirs (e.g., Lake Darling and the Alameda and Rafferty reservoirs in Canada)
- Representation of the routing of flood hydrographs, and associated travel time as needed
- Representation of the alternatives listed below including reservoirs and their management rules, protection of critical infrastructure, buy-out rates, floodwater diversions, new storage facilities, and floodwalls/levees
- Cost functions as available and appropriate
- Output metrics as defined by CDM Smith and approved by the City of Minot. These may include total flood mitigation program costs, total flood mitigation program benefits, and risk reduction metrics, including the number of structures removed from the FEMA and HEC-RAS estimated floodplain, peak flood stages, peak velocities, inundated area, and duration of inundation at key locations.

1.4.2.2 Hydraulic model

To support the DST, CDM Smith will refine and apply the HEC-RAS model in the following evaluations:

- Develop a HEC HMS model with up to 30 hydrologic units for non-modeled areas as recommended by CDM Smith.
- The HEC RAS model for the Souris River begins at the Canadian border, so CDM Smith will use operational rules (stage-discharge relationships) and initial abstractions to conceptually represent potential flow attenuation.
- Up to ten reservoir operational scenarios
- Simulations of the June 2011 flood, the 2011 calendar year, and the 10, 25, 50, and 100 year design storms for a duration of 4 to 8 weeks as needed to represent the historic storm durations

Based on discussions with the City of Minot, CDM Smith will consider the following options in the DST through STELLA and/or HEC-RAS:

- Review and refine buy-out areas to move residents out of the floodplain for the lowest-lying areas of the City that will not be protected by the long-term Mouse River Enhanced Flood Protection Plan for the next 15 years
- Raise or and/or relocate critical emergency and emergency access infrastructure
- Upstream storage and operations:
 - Capture and store additional flood waters upstream with existing dams in the watershed in concert with operations of existing USFWS dams (e.g., Lake Darling) and water management of the Upper Souris National Wildlife Refuge
 - New dams or low-level cascading storage systems in concert with USFWS for the Des Lacs National Wildlife Refuge (e.g., Des Lacs River, smaller western tributaries) and the Upper Souris National Wildlife Refuge

- Additional coordination with the Rafferty and Alameda dams and operations in Canada
- Divert upstream around portions of the City (e.g., diversion channels)
- Storage and conveyance improvements in and around the City (working with acquired open space properties for new storage and conveyance in concert with parks and greenways)
- Levees, flood walls, and pumps to flood-protect low areas that cannot be addressed through storage, conveyance, diversion, and/or re-location, including recommendations for potential refinements to the levee and floodwall heights for the proposed Mouse River Enhanced Flood Protection Plan
- Improve flood and climatic forecasting and system operational efficiency (manage hydrograph timing and storage-release decisions)

These options are consistent with the Mouse River Enhanced Flood Protection Plan Preliminary Engineering Report and Mouse River Enhanced Flood Protection Plan Hydrologic and Hydraulic Modeling Report. Based on our experience, a combination of the identified mitigative measures can be implemented in a phased approach, based on priorities, to provide cost effective, multi-benefit solutions to meet flood risk reduction goals that enhance the environment and improve public safety and health.

CDM Smith will develop a draft DST Development report section for the City's review and comment.

Task 1.4.3 DST application for alternatives evaluation

CDM Smith will evaluate alternatives in the following way:

- Each option or component listed above will be simulated individually in order to understand its potential.
- Promising options and components will be combined into groups of alternatives to determine if benefits are diminished, additive, or enhanced, and also to help determine if cost efficiencies might be associated with project combinations.
- CDM Smith will identify up to three alternative strategies (groupings of preferred alternatives).

CDM Smith will evaluate up to eight program options or components individually in Task 1.4.2, screen them for benefit, and then evaluate and refine into up to three alternatives (combinations of the options and components) based on Minot's goals and priorities for public health, safety, protection of key infrastructure, and future resilience. The recommended plan will likely include a combination of several of these options and components.

The efforts in this task will be coordinated with parallel benefit-cost analyses to be prepared by the CDM Smith NDR planning team to complement the DST.

Based on the alternative evaluations, CDM Smith will identify priorities and phasing for NDR Project 1: *Reduce flood risk and increase resilience* and will recommend an implementation plan and schedule, based on financing, that delivers the greatest value for the program phases and costs.

CDM Smith will develop a draft DST Evaluation and Application report section and will work with the planning team to develop a presentation for the City's review and comment.

Task 1.4.4 DST and report

CDM Smith will refine the summary sections from the previous tasks in a final report with recommendations and will deliver the DST Report, the DST, and potential HEC-RAS model refinements to the City.

Task 1.4.5 Meetings and presentations

CDM Smith will participate in up to ten teleconferences and will attend up to three meetings and presentations to discuss, summarize, and present the DST. CDM Smith will produce summary meeting notes for the meetings and presentations along with a list of applicable action items.

Assumptions

Assumptions are documented within the task descriptions listed above.

Project 2: Build affordable resilient neighborhoods

Background

The recovery and resilience approaches included in Minot's NDR Phase 2 application address the city's most compelling unmet recovery needs and increase resilience so Minot can adapt to environmental, social, and economic changes, respond to risks, and thrive in the future. The Project 2 scope outlined below is consistent with the City of Minot's NDRC Phase 2 application. These tasks will be delivered to achieve the city's goals and objectives for the NDR process and comply with City of Minot policies and procedures and applicable HUD regulations.

Minot's NDR Project 2 focuses on building affordable, resilient neighborhoods of varying types and densities, connected by transit and walking and biking trails, to foster social cohesion and bring neighborhood residents together. These resilient neighborhoods will be designed and built to reflect what people told us in public and stakeholder meetings when we asked, "What kind of neighborhood do you want? What features of resilient, quality neighborhoods matter to you?" The resilient neighborhoods project will be developed in tandem with *Project 1: Reduce flood risk and increase resilience* to create outstanding new neighborhoods with affordable housing and convenient connections to jobs and services for those affected by the buy-outs in Project 1.

The objectives identified in the application are:

- Reduce flood risk to address the needs of Minot's most vulnerable populations.
- Increase the supply of quality affordable housing in a manner that fosters the livability, long-term viability, and sustainability of neighborhoods.
- Foster a robust, diverse, and healthy economy that enables the region to weather disruptions from physical and economic disasters.

The lack of a stable supply of affordable housing located in quality, resilient neighborhoods is a serious unmet recovery need with significant long-term implications for Minot's future resilience. Although housing costs have moderated in recent months with lower oil prices and a resulting decline in oil production jobs, the Minot Housing Authority's waiting list as of February 2016 had reached 713 households – the longest waiting list the Minot Housing Authority has ever experienced. Over time, oil prices will increase and related production jobs will return. When that occurs, a more resilient Minot will be better positioned as a result of this NDR project to ensure a stable base of quality housing that will be affordable long-term for residents who need affordable housing options.

The dramatic changes in both availability and cost of affordable housing in Minot over the past 4 years is a clear indication of the need for quality housing that will remain affordable in the long term. The community has seen first-hand what the lack of affordable housing can do to its economy, social cohesion, sustainability, and resilience. A recent study from the Census Bureau of the North Dakota Department of Commerce found

that although the number of residents over 65 in Minot was expected to increase by 750 from 2010 to 2014, current research indicates that residents over 65 actually declined by 60 from the 2010 census numbers. A North Dakota State University survey indicates the primary reason younger residents do not plan to plant roots in western North Dakota is the high cost of housing and the fear that home values will eventually fall below current prices. This represents a significant challenge to Minot's economic diversification and community resilience. When the Community Advisory Committee ranked Minot's NDRC project activities at one of the final stakeholder engagement meetings, resilient neighborhoods with new affordable housing for rent and homeownership was the second highest and most important activity, behind a strategic buy-out program to move people in low-lying areas out of harm's way.

In accordance with Minot's NDRC Phase 2 Application, Exhibit E: Factor 3 – Soundness of Approach, *Project 2: Build Affordable, Resilient Neighborhoods*, CDM Smith shall assist the City in developing and managing the project activities required to plan, design, develop, construct, and provide for proper long-term housing management for affordable rental units and the sale of affordable housing developed within these resilient neighborhoods. The activities under Project 2 are:

Activity 2.1 – Develop resilient neighborhoods

Activity 2.2 – Develop affordable housing

Activity 2.3 – Create a downtown public gathering place

Activity 2.4 – Develop a Minot family shelter for homeless families

Activity 2.1 – Develop resilient neighborhoods

In line with the requirements of the NDRC Notice of Funding Authority (NOFA) and as described in Minot's application, NDR funds will be used to acquire an appropriate site and develop new resilient neighborhoods on property located outside the floodplain. These resilient neighborhoods will incorporate the quality community characteristics identified in public meetings, Community Advisory Committee meetings, vulnerable populations meetings, design charrettes, and civic and organization meetings held throughout Minot during the Phase 2 application process. These characteristics include mixed housing densities; quality construction; energy efficient, affordable home designs; walkability; access to transit, jobs, and services; and shared open space.

In accordance with the NDRC guidance, Minot selected strategic key partners (Exhibit C: Factor 1 – Capacity, NDRC Phase 2 Application) to assist in the program management, design, development, and engineering of these resilient neighborhoods and the affordable housing that will be built there. CDM Smith will act as the program manager, working with the design and development team to accomplish the following:

- Ensure timely completion of neighborhood development and housing construction to meet project schedules
- Ensure compliance with program and financial requirements
- Monitor compliance with applicable City and HUD regulations and policies and required documentation
- Monitor documentation of performance in achieving the goals and objectives of the NDRC application and action plan to create resilient neighborhoods and affordable housing to support the city's future economic resilience and enable those affected by the buy-outs in Project 1 to remain in Minot

Minot's original NDRC proposal envisioned three resilient neighborhoods; this scope was prepared to align with the HUD grant award. This scaled version of the NDR vision will develop two resilient neighborhoods with affordable rental and homeownership options: a new resilient neighborhood to be developed on a site to be identified, and a resilient urban in-fill redevelopment neighborhood that will incorporate the resilient renovation of an existing building and development of additional housing that will complement the adjoining

neighborhood. In addition to these two resilient neighborhoods, Minot wants to provide support for Minot State University student housing to help increase student enrollment, which remains below pre-flood levels due primarily to the loss of affordable student housing in the flood inundation area.

CDM Smith project delivery services for this activity include approximately 200 to 230 affordable housing units, as follows:

Task 2.1.1 NDR Development and Financial Advisory Committee

CDM Smith will work with the City to facilitate the appointment of the NDR Development and Financial Advisory Committee, which will include the Chief Resilience Officer as well as representatives from local lending institutions, mortgage bankers, the nonprofit developers, North Dakota Housing Finance Agency, Minot Housing Authority, local home builders' association, and other agencies and professionals selected by the City. CDM Smith will engage this committee in developing underwriting criteria, policies, and procedures for this project and related activities to ensure the programs and policies reflect local practices, and will involve local lenders to the greatest extent possible in the implementation of these programs.

Task 2.1.2 Contracting with key partners

CDM Smith will work with the architecture and engineering partners to develop draft contracts for the architectural and engineering services required for this activity. These partners will be responsible for the detailed site evaluation, design development, preparation of detailed site plan drawings and specifications and required on-site or off-site infrastructure improvements, stormwater management, common open space and walking trails, and other resilient neighborhood amenities. This contract will also include construction and engineering inspection services throughout the construction period. CDM Smith may review these draft contracts with external third party experts for additional comments and recommendations.

The draft contracts will include all required HUD policies and regulations appropriate for this activity. CDM Smith will schedule meetings with the City Manager to review the draft contracts; it is anticipated that the City's attorney and other city officials will further revise the draft contracts as required. This task is designed to provide the City with a draft document to facilitate preparation of final contracts with these partners. CDM Smith will assist the City in securing information to justify costs for key partner tasks.

Task 2.1.3 Facilitate ongoing communication

Helping the community understand the need for resilience is important to Minot. CDM Smith will work with the City, Development and Financial Advisory Committee members, Minot Housing Authority, nonprofit developers, NDR partners, and others to communicate with interested groups about this project. CDM Smith will assist in providing direct and proactive communication, in partnership with the City, to explain the benefits of resilient neighborhoods, communicate the status of the project, and participate in community workshops and advisory committee meetings.

Task 2.1.4 Site selection process

The Affordable Housing Master Plan study (Activity 4.3) will develop site selection filters to help identify and prioritize the best sites for the new resilient neighborhood. Additional information about this process is included in the scope for the Affordable Housing Neighborhood Master Plan activity. The planning team will coordinate closely with CDM Smith environmental experts in the evaluation of potential sites.

Task 2.1.5 Environmental review

CDM Smith will conduct appropriate environmental review(s) for this project activity that comply with all applicable HUD and City regulations and requirements. CDM Smith will prepare appropriate documentation for these reviews and maintain records as required.

Task 2.1.6 Project scheduling

CDM Smith will work with project partners to develop the project schedule and development milestones. CDM Smith will facilitate ongoing communications regarding the project schedule and milestones in order to meet project performance metrics.

Task 2.1.7 Development agreement and structure

CDM Smith will work with the partners, the Development and Financial Advisory Committee, third party experts, the City Attorney, and others to help to determine a development structure for the resilient neighborhood development that best serves the City of Minot, NDR and HUD goals and objectives, and the affordable and resilient neighborhood goals contained in the NDRC NOFA. This agreement may cover site control, financing sources in addition to NDR funding, site acquisition, site development, contractor pre-qualifications and procurement, and any required modifications to zoning and subdivision regulations. CDM Smith will assist the City in their review of the proposed development structure. CDM Smith will review development and acquisition documentation to ensure necessary HUD and City requirements are incorporated.

Task 2.1.8 Preliminary neighborhood site design

CDM Smith will work with the partners, City of Minot staff, the City's Chief Resilience Officer, and other appropriate parties to facilitate the preparation of the preliminary site design for the new NDR resilient neighborhood. This site design should reflect appropriate and cost effective resilient neighborhood characteristics identified in meetings during the NDRC application phase. The preliminary site design should include necessary and appropriate water and wastewater infrastructure, roads, drainage and stormwater management facilities, common open space, and walking trails to support the development of mixed density affordable housing.

CDM Smith will review the preliminary neighborhood site design and construction specifications developed by the partners with the City of Minot, the NDR Development and Financial Advisory Committee, and other parties to obtain their comments. CDM Smith will work with the partners to incorporate these comments in the final neighborhood site design. CDM Smith will monitor the project schedule, ensure applicable HUD and City requirements and regulations are incorporated in all documents, share environmental review documentation, and provide regular status reports on the project activity to the City of Minot.

Task 2.1.9 Final site design and construction specifications

CDM Smith will work with the partners, City of Minot staff, the City's Chief Resilience Officer, and other appropriate parties to facilitate the final site design and specifications. CDM Smith will schedule necessary meetings between the City of Minot, the partners, and relevant parties to secure agreement on the final site design and construction specifications. CDM Smith will work with the partners and the City of Minot procurement staff to facilitate the preparation of the construction bid package for required on-site and off-site

improvements, and will ensure all HUD and City requirements and regulations are incorporated in the bid package.

Task 2.1.10 Site construction

The partners will provide construction engineering and inspection services during construction. CDM Smith will monitor progress, meet regularly with the partners regarding project status, monitor and document applicable HUD and City requirements including those of the Davis Bacon Act, and provide status reports on the project to the City.

Assumptions

- One urban infill redevelopment neighborhood is to be undertaken that includes renovations of an existing building and development of additional housing.
- One new neighborhood will be developed on a site to be determined.
- Three environmental assessments will be conducted.

Activity 2.2 – Develop affordable housing

In accordance with the NDRC NOFA and Minot's application, NDR funds will be used to construct affordable housing in the new resilient neighborhoods. This activity builds on the site selection and development work performed under Activity 1.2 to construct affordable housing in the new developments. The NDR nonprofit developers will develop and construct the affordable housing. Market rate lots may be available within this development, and these would not receive any affordable housing incentive. The architectural partners will develop appropriate housing designs that reflect the vision outlined in the Phase 2 application and the NDRC guidance.

Affordable housing in the resilient neighborhoods would incorporate the housing characteristics identified by stakeholders in NDRC Community Advisory Committee and public meetings and design charrettes. Homes will be designed for Minot's climate and will meet quality construction standards, Green Building Standards for Replacement and New Construction of Residential Housing, and ENERGY STAR certifications.

CDM Smith recognizes real estate market conditions are evolving in Minot, due in part to the volatility of the oil industry. To ensure these conditions are closely monitored and appropriate changes to housing needs and supply are reflected in the housing being developed in the NDR project, the CDM Smith planning team will, as part of their planning for this project, assess housing and residential market conditions, mortgage interest rates, tax credit prices and investment yields affecting low income housing tax credits, and other factors and conditions that may impact the delivery of and the demand for affordable housing in Minot, and recommend adjustments as necessary to reflect existing supply, changing needs, and other relevant factors. These tasks are outlined in the scope for Activity 4.1.

CDM Smith project delivery services for this activity include approximately 100-130 affordable single family housing units, and are outlined in the following subtasks:

Task 2.2.1 Involving the NDR Development and Financial Advisory Committee

CDM Smith will work with the NDR Development and Financial Advisory Committee to review affordable housing policies and procedures, review housing designs, evaluate program underwriting criteria, and undertake other activities to facilitate the construction and development of quality affordable housing that reflects the goals of the NDR program and Minot's NDRC application and enhances the city's long-term resilience.

Task 2.2.2 Contracting with key partners

CDM Smith will work with the selected partners including nonprofit developers, architects, and engineers to develop draft contracts for services required for this activity. These partners will be responsible for developing the detailed housing designs and construction specifications, securing permits and approvals needed to proceed with construction, and performing related design and development activities necessary for this task.

This contract may also include construction engineering and inspection services throughout the construction period. CDM Smith may review these draft contracts with external third party experts for additional comments and recommendations. The draft contracts will include all required HUD policies and regulations appropriate for this activity. CDM Smith will schedule meetings with the City Manager to review the draft contracts; it is anticipated that the City's attorney and other city officials will further revise the draft contracts as required. This task is designed to provide the City with a draft document to facilitate preparation of final contracts with these partners. CDM Smith will assist the City in securing data and information to justify costs required for key partner tasks.

Task 2.2.3 Facilitate ongoing communication

Helping the City make the case for affordable housing to the community is important to Minot. CDM Smith will work with the City, Advisory Committee members, Minot Housing Authority, nonprofit developers, NDR partners, and others to communicate with interested groups about this activity. CDM will assist in providing direct and proactive communication, in partnership with the City, to help explain the benefits of affordable housing and the status of the project, and will participate in community workshops and advisory committee meetings. CDM Smith will facilitate communication with the nonprofit development partners regarding unique housing needs in buy-out neighborhoods, including demand for 4+ bedroom homes for larger households, housing needs of vulnerable population groups, buy-out schedules, and other factors to achieve the "buy-out, buy-in" strategy described in Minot's Phase 2 application.

Task 2.2.4 Environmental review

CDM Smith will conduct additional environmental review(s), if needed for this project activity, to comply with all applicable HUD and City regulations and requirements. CDM Smith will prepare appropriate documentation for these reviews and maintain records as required.

Task 2.2.5 Project scheduling

CDM Smith will work with project partners to develop the project schedule and development milestones. CDM Smith will facilitate ongoing communication regarding the project schedule and milestones to meet project performance metrics.

Task 2.2.6 Development agreement and structure

CDM Smith will work with the nonprofit partners, the Development and Financial Advisory Committee, third party experts, the City Attorney, and others to design a development structure for this affordable housing that best serves the City of Minot, the NDR and HUD goals and objectives, and the affordable and resilient neighborhood goals contained in the NDRC Phase 2 application. This agreement may cover a number of factors including site control, identification of financing sources in addition to NDR funding, contractor prequalifications and procurement, long-term management and ownership of multifamily housing, and related issues. CDM Smith may assist the City in their review of the proposed development structure. CDM Smith will review the draft development agreement(s) to ensure necessary HUD and City requirements are incorporated in these documents.

Task 2.2.7 Preliminary affordable housing design

CDM Smith will work with the partners, City of Minot staff, the City's Chief Resilience Officer, and other appropriate parties to facilitate the preparation of affordable designs for single family and multifamily housing and the urban infill development. The housing designs should reflect appropriate and cost effective affordable housing characteristics identified in meetings held during the NDRC application phase.

CDM Smith will review the preliminary design and construction specifications developed by the partners with the City of Minot, the NDR Development and Financial Advisory Committee, and other parties to obtain their comments. CDM Smith will work with the partners to incorporate these comments in the plans and specifications. CDM Smith will monitor the project schedule, ensure applicable HUD and City requirements and regulations are incorporated in all documents, share environmental review documentation, and provide regular status reports on the project activity to the City of Minot.

Task 2.2.8 Final residential plans and construction

CDM Smith will work with the partners, City of Minot staff, the City's Chief Resilience Officer, and other appropriate parties to facilitate the final design and specifications for the single family, multifamily, and infill housing. CDM Smith will schedule necessary meetings between the City of Minot, the partners, and other relevant parties to secure agreement on the final designs and construction specifications. CDM Smith will work with the partners and City of Minot procurement staff to facilitate the preparation of the bid package for construction of this housing, and will ensure all required HUD and City requirements and regulations are incorporated in the bid package.

Task 2.2.9 Construction inspection

The partners will provide construction engineering and inspection services for the construction of the multifamily units. CDM Smith will provide inspection services for the construction of single family residences and townhomes. CDM Smith will monitor project progress, meet regularly with the partners on project status, monitor and document applicable HUD and City requirements including those of the Davis Bacon Act, monitor fair housing and affirmative action marketing, ensure monitoring of and compliance with other applicable regulations, and provide status reports on the project to the City.

Task 2.2.10 Contractor procurement

CDM Smith will work with the City and the nonprofit developers to establish an acceptable process for prequalifying qualified homebuilders to participate in this project, and will create a process that encourages local builders to participate in this program and helps expedite the construction process given the short construction season and NDR schedule. CDM Smith will monitor this process throughout the project and advise the City and nonprofit developers if changes should be considered.

Assumptions

No additional environmental assessments will be necessary.

Activity 2.3 – Create a downtown public gathering place

Throughout the public engagement process for the NDRC application people talked about the importance of neighborhoods, and how they missed the neighborhoods they once called home before the floods. The Downtown Gathering Place is envisioned as a public space where people come together to reconnect with old

neighbors, build new social connections, and celebrate what is uniquely Minot. The space will feature design elements that depict the heritage and legacy of Minot and the region: a fountain dedicated to the heroism of Minot's volunteers and public servants who worked tirelessly before, during, and after the 2011 flood; design features that honor the Minot Air Force Base and those who serve there, and the agricultural industry in the region that continues to feed the world; and other elements that recognize the region's legacy.

The gathering place will provide opportunities for walking, a place to park a bike and enjoy afternoon events, a morning yoga class, a Saturday morning farmers market, outdoor art classes in the summer and public skating in winter months, storytelling for children during the summer, and perhaps parking for entrepreneurial food truck vendors. The bike lane on the new Broadway Bridge will connect downtown and the gathering place to Minot State University. The Carnegie Library building may become part of a larger plan for the area, with connections to the streetscape and businesses along Main Street. Downtown is the heart of Minot, and this project can be a major catalyst for its continued redevelopment and revitalization, ensuring a more sustainable and resilient future for Minot and the region.

CDM Smith's project delivery services included in this task will focus on:

- Planning, public engagement, and collaboration efforts with the Minot Park District and other appropriate public, private, and nonprofit organizations to facilitate this key resilience project
- Program management services to move forward the construction and development of this new urban public plaza in downtown Minot

The scope of services includes complying with all required reporting and grant requirements for the project, tracking project progress in compliance with the CDBG-DR and NDR program guidelines and the project schedule, providing technical assistance when necessary, coordinating with the City of Minot, providing grant-required administration tasks requested by the City and the funding agency, and coordinating tasks performed by project partners. CDM Smith project delivery services included in this activity include the following:

Task 2.3.1 Community outreach

CDM Smith will engage neighborhoods, businesses, residents, civic organizations, Minot State University students, the Minot Air Force Base military and civilian workforce, and vulnerable population groups with an emphasis on involvement from downtown stakeholders. As part of this outreach process CDM Smith will hold at least four public meetings. CDM Smith will work with the City of Minot and the Minot Parks District to notify the public of these meetings, determine meeting logistics, develop meeting materials and agendas, and ensure the meetings are properly staffed.

CDM Smith will develop and deploy an online survey to offer additional opportunities for the public to voice their goals and ideas for this downtown project. CDM Smith will present the results of this survey to the Downtown Gathering Place Advisory Committee and the City of Minot. CDM Smith will also hold two design workshops to give the community an opportunity to share their ideas regarding features that should be included in the design of the gathering place, discuss activities and events that could be held there, and consider concerns about the ongoing operation of the facility that may influence its design.

Task 2.3.2 Create a Downtown Gathering Place Advisory Committee

Working with the City of Minot and Minot Parks District, CDM Smith will assist in creating a Downtown Gathering Place Advisory Committee to include the Chief Resilience Officer, Minot Parks District staff and board, downtown businesses, downtown residents, civic partners, vulnerable population groups, and other organizations. CDM Smith will engage this committee to help identify key issues relevant to the design and development of this public facility; identify challenges, opportunities, and priorities for the plaza development;

provide historic context for downtown development; and offer a reality check as design concepts are evaluated.

Task 2.3.3 Develop draft partner contracts

CDM Smith will work with the landscape architecture and engineering partners to develop draft contracts for their services which will be required for this activity. The landscape architect and engineering partners will be responsible for developing the detailed gathering place site plan, evaluating on-site and off-site infrastructure improvements including stormwater management, and designing other gathering place amenities. CDM Smith may review these draft contracts with external third party experts for additional comments and recommendations. CDM Smith will ensure the draft contracts include all required HUD policies and regulations appropriate for this activity.

CDM Smith will facilitate meetings with the Minot City Manager, Chief Finance Officer, Chief Resiliency Officer, and Minot Parks Director to review the draft contract(s). The City Attorney and other City officials will further revise these contract documents to meet the requirements and needs of the City. CDM Smith will assist the City as needed to facilitate the preparation of the final contracts with these partners.

Task 2.3.4 Environmental reviews

CDM Smith will conduct appropriate environmental review(s) for this project activity to comply with all applicable HUD and City requirements. CDM Smith will prepare the necessary documentation for these reviews and maintain records as required.

Task 2.3.5 Schedule and development milestones

CDM Smith will work with the City of Minot, the Downtown Gathering Place Advisory Committee, and the project partners to develop the project schedule and development milestones. CDM Smith will facilitate ongoing communications between the parties regarding the project schedule and milestones to meet project performance targets.

Task 2.3.6 Preliminary and final design

CDM Smith will work with the City of Minot, Minot Parks District, and the Downtown Gathering Place Advisory Committee, and will incorporate input from the community engagement process in the preparation of preliminary design concepts for the Minot Downtown Gathering Place. The design partners will prepare cost estimates for the design concept(s). CDM Smith and the partners will meet with the Minot Planning Department and other city staff as appropriate to review the preliminary designs and identify any issues that should be resolved before developing the final design for the project.

CDM Smith will work with the City to facilitate community meetings and advisory committee meetings to review the preliminary design concepts and secure their comments and input. Information from these meetings will be considered in the development of the final design and specifications for the project.

CDM Smith will work with the City of Minot, Minot Parks District, the Downtown Gathering Place Advisory Committee, landscape design and engineering partners, and others to facilitate the completion of the final design and specifications for the Minot Downtown Gathering Place. CDM Smith will facilitate meetings between the City, the Parks District, the partners, and other relevant parties to secure agreement on the final facility design, construction specifications, and the final project cost estimate to be developed by the design partners. CDM Smith will work with the design partners and the City of Minot to facilitate the preparation of the construction bid package and will ensure all HUD and City requirements and regulations are incorporated

into the bid package. CDM Smith and the partners will meet with the City's planning and engineering staff to review the final project plans to ensure their approval.

Task 2.3.7 Construction scheduling and progress reporting

CDM Smith will work with the design partners and the selected contractor to prepare a detailed schedule for construction. CDM Smith will review all contracts for construction to ensure they meet applicable HUD and City requirements and regulations. CDM Smith will meet with the selected contractor to review these requirements and all required reports and documents that must be maintained throughout the contract.

CDM Smith will monitor project progress, meet regularly with the design partners and contractor regarding project status, monitor and document compliance with applicable HUD and City regulations (including Davis Bacon), and provide regular status reports to the City.

Assumptions

- Community outreach will include four public meetings and two design workshops.
- One environmental assessment will be conducted.

Activity 2.4 – Develop a Minot family shelter for homeless families

Background

Homelessness is a growing concern in Minot. The YWCA women's shelter provides temporary housing for single women and for mothers, their daughters regardless of age, and their male children up to 12 years of age. The Men's Winter Refuge offers single males a place to stay. However, neither of these facilities can accommodate families or single mothers with sons over the age of 12. The need for a family shelter in Minot was a frequent topic of discussion in Vulnerable Populations Committee meetings and among other groups and organizations both before and during the NDRC application process. The development of the Minot Family Shelter will address this critical need.

An important network of nonprofit organizations, churches, and public agencies provide vital services to families and individuals who are currently homeless or on the brink of homelessness. These services include emergency assistance such as motel rooms, money for gas or bus tickets to join family residing in other locations, and assistance with health care as well as counseling, job skills, and mentoring. These groups will be involved in the development of the Minot Family Shelter. The following tasks will support the completion of this key resilience project.

Task 2.4.1 Expand the Vulnerable Populations Committee to create a Minot Family Shelter Task Force

CDM Smith will work with the City, Vulnerable Populations Committee, area homeless organizations, and the Community Advisory Committee to create a Minot Family Shelter Task Force, which will include groups and organizations impacted by or concerned about family homelessness in Minot. This task force will provide a broad community perspective to facilitate the shelter's development, help educate the community about the needs within the region and the requirements for the proposed facility, and secure broad regional support for this project. The task force will be involved in the planning process and in facility development.

Task 2.4.2 Quantify the needs of homeless families in Minot

CDM Smith will work with the Vulnerable Populations Committee and the agencies and organizations serving homeless populations to:

- Quantify to the extent possible the family homeless population in Minot, including those without a permanent, stable place to live as well as those in existing supportive housing that are at risk of again becoming homeless without supportive services and/or transitional housing. Document, to the extent possible, families who may be living in places not intended for human habitation, such as cars and vacant buildings, and those living temporarily with others who may become homeless in the near term.
- Assess currently available services for the homeless including total number of shelter beds, shelter beds by target groups, waiting lists at any shelter, churches or other groups that may provide motel rooms or other shelter on an emergency basis, facilities that prepare meals, and agencies or groups that provide bus tickets to other cities with available shelter space in emergency situations. This assessment will also document services provided by the faith-based community and nonprofit organizations including meals, health care, counseling, mentoring, and other emergency assistance, including shelter or transportation to reach family living elsewhere.
- Estimate family shelter needs based on an analysis of the above information.

Task 2.4.3 Research outstanding family shelter facilities in other cities

CDM Smith will conduct a literature review of nationally recognized research and reports including HUD studies on homelessness, particularly family homelessness. This review as well as discussions with nationally recognized experts in housing for homeless families will provide further insight for the analysis and planning of the Minot Family Shelter. CDM Smith will evaluate outstanding family shelter facilities and services identified by HUD Central Office Staff, the North Dakota Housing Finance Agency, the National Association of County Community and Economic Development, and other knowledgeable sources. CDM Smith will interview appropriate officials and organizations involved in the development and operation of these facilities; identify challenges and strategic opportunities related to facility development and operation experienced by other family facilities; identify and discuss options for integrating other services such as workforce development, training, and meal preparation; and evaluate other factors that could impact design and development of the Minot Family Shelter.

Task 2.4.4 Develop a draft shelter management and operation strategy

During the planning process, it will be important to evaluate practical operations, facility management, and ongoing funding for the Minot Family Shelter. CDM Smith will work with the Vulnerable Populations Committee, Minot Family Shelter Task Force, and the City to determine the best options for long-term ownership, facility operation, and management. Creating a viable leadership structure for this family shelter is essential to ensure effective operation of the shelter, oversight and accountability to meet HUD's requirements and the City's resilience and recovery goals, and implementation that benefits those who need the shelter and the support provided through this project. As appropriate, CDM Smith and the Minot Family Shelter Task Force will work with community-based case management services provided by existing social services agencies and local schools and identify opportunities to coordinate with other public programs including health care, employment training, veterans programs, and mental health treatment to fully evaluate ongoing shelter costs.

Task 2.4.5 Prepare a preliminary report to guide development of the shelter

Once the initial planning process is complete, CDM Smith will prepare a report for the City Manager, senior city staff, the Minot Family Shelter Task Force, and the Vulnerable Populations Committee to quantify shelter needs and identify issues or opportunities related to the development of the Minot Family Shelter. CDM Smith

will work with the Vulnerable Populations Committee and the Minot Family Shelter Task Force to propose actions to accomplish the development of the Minot Family Shelter and its ancillary services.

Task 2.4.6 Develop site location and building criteria

CDM Smith will work with the City's Chief Resilience Officer, the Vulnerable Populations Committee, and the Minot Family Shelter Task Force to identify key site location factors for the facility, facility building requirements, and factors and regulations that may affect its development. Information gathered from research on similar facilities and discussions with the Family Shelter Task Force and Vulnerable Populations Committee will also inform the development of these criteria.

Task 2.4.7 Evaluate potential sites or buildings

Using criteria developed in the previous task, CDM Smith and key partners will evaluate potential sites for new construction and existing buildings for renovation for the family shelter facility. CDM Smith and key partners will prepare site profiles for the best available locations and buildings to enable the Vulnerable Populations Committee and the Minot Family Shelter Task Force to evaluate the sites and buildings that best meet the requirements of this facility.

CDM Smith will work with the Vulnerable Populations Committee, the Minot Family Shelter Task Force, and the City to facilitate final selection of the site or building that will ultimately serve as the Minot Family Shelter.

Task 2.4.8 Provide appropriate environmental review

CDM Smith will conduct an appropriate environmental review for the selected site to meet HUD requirements. If environmental issues are identified, CDM Smith will notify the Vulnerable Populations Committee, Family Shelter Task Force, and the City as soon as possible so an alternate site or building can be selected.

Task 2.4.9 Contracting with key partners

CDM Smith will develop draft contracts for key architecture and engineering partners who will be responsible for detailed programming, design development, preparation of detailed drawings and specifications required for the new construction or renovation of an existing building for the Minot Family Shelter, and construction and engineering inspection throughout the construction period. CDM Smith may review these draft contracts with external third party experts. The draft contracts will include all required HUD policies and regulations appropriate for this activity. CDM Smith will schedule meetings with the City Manager to review the draft contracts. It is anticipated that the City's attorney and other city officials will further revise the draft contracts as required. This task is designed to provide the City with a draft document to facilitate preparation of final contracts with these key partners.

Task 2.4.10 Facilitate ongoing communication

CDM Smith will continue to meet with the Vulnerable Populations Committee, Minot Family Shelter Task Force, City Manager, and others to facilitate decisions related to the design, construction, operation, and management of the Minot Family Shelter as issues arise throughout its development. CDM Smith will assist the City in communicating with the media and with interested groups about the project.

Task 2.4.11 Provide program management

CDM Smith will provide program management for the development of the Minot Family Shelter. Activities will include the following:

- Coordinate with key partners providing architectural and engineering services to facilitate the design and construction inspection of the shelter.
- Facilitate review of the final building design or rehabilitation with City officials, Minot Housing Authority, the Family Shelter Task Force, Vulnerable Populations Committee, related social service agencies, and other involved parties.
- Work with key partners to develop draft construction contract requirements. CDM Smith will ensure that applicable HUD requirements are incorporated in this draft contract for the City's review.
- Meet with key partners to review the detailed plans and specifications, contractor requirements, and applicable HUD and City regulations for the Minot Family Shelter. CDM Smith may facilitate third party reviews of the plans and specifications with regard to energy efficiency, constructability, and other factors.
- Secure any necessary appraisals required for property acquisition.
- Develop a draft contract for acquisition of the shelter site or building to meet HUD requirements and City of Minot policies. CDM Smith will assist the City in the final property acquisition for the shelter site or building.
- Work with the architecture partner to review the final bid package for construction of the facility and assist the City of Minot in the release of the bid package.
- Provide compliance monitoring throughout the construction process; secure and review Davis Bacon payroll reports and documentation for other HUD grant requirements. Review pay estimates with the architecture and engineering key partners and provide the City with the documentation needed for DRGR drawdowns.
- Closely monitor the project schedule and budget, provide the City with regular written progress reports, and participate in project status meetings. Participate in meetings with key partners to monitor the project.
- Provide status reports to the Vulnerable Populations Committee and Minot Family Shelter Task Force.

Assumptions

- One environmental assessment will be conducted.

Project 3: Foster economic resilience and diversification

Activity 3.1 – Relocate City Hall and co-locate a social services center

Background

During the 2011 flood extraordinary measures were required to protect city offices and the central emergency communications system. In the aftermath of the flood, many more residents than usual needed assistance from Minot's various social services. Because social service agencies are located throughout the city, this meant multiple trips and considerable time – often several weeks – was spent trying to resolve complex issues that required assistance from these agencies. This process was even more challenging for vulnerable residents: the elderly, low income, and others without a car.

This task will relocate Minot's City Hall from its current location in the floodplain to a transit-served downtown location, and co-locate a social services center in the same building to improve residents' access to agencies and city offices. CDM Smith project delivery services included in this task are as follows:

Task 3.1.1 HUD public facility waiver

Complete a HUD public facility waiver for the City's review, which was initiated under Phase I activities. Respond to HUD questions regarding the waiver to assist the City in securing the public facility waiver required to proceed with this task.

Task 3.1.2 Define goals and objectives and initial requirements for the new City Hall

Conduct an initial meeting with the City Manager, City Financial Officer, Chief Resilience Officer, and other city officials determined by the City Manager to establish the goals and objectives for the relocation of City Hall, discuss the offices and operations that will be relocated to the new City Hall facility, discuss the offices and operations that will remain at the present City Hall facility and any modifications or changes to the building that should be evaluated, and begin discussions about special facility needs that should be incorporated in the building evaluation process. It is understood that this process will require multiple meetings in order to develop a final set of goals and objectives for the new facility, a list of special facility needs, and other critical considerations necessary to develop appropriate building evaluation criteria. Additional meetings with city staff, as outlined in Task 3.1.5, will be conducted in order to prepare a detailed initial evaluation of square footage requirements and special facility needs for each department.

Task 3.1.3 Develop initial requirements for the social services center

Working with the City's Chief Resilience Officer, meet with targeted social service agencies to determine their interest in and willingness to co-locate in this new facility, and to gather and evaluate initial information regarding their facility and space requirements. Additional meetings will be required to develop a final set of facility requirements for each of these agencies, including any special facility needs and other critical considerations.

Task 3.1.4 Document overall building requirements

Prepare a report documenting the overall building requirements for the City Hall facility and the social service center. Meet with the City Manager, City Financial Officer, Chief Resilience Officer, and other city officials determined by the City Manager to review the findings from this report. Meet with the social service agencies to review the findings from this report. These requirements will be incorporated in the base building needs report described in Task 3.1.6.

Task 3.1.5 Determine requirements for city departments

Conduct initial meetings with city staff assigned by the City Manager to participate in this process to determine specific department space and facility requirements, estimate the approximate square footage, and identify other basic criteria for the downtown City Hall and social services facility. This will include:

- Meet with the City Manager (or designated representative) to understand the overarching general requirements and parameters for each city department that will be located in the new building.
- Develop a questionnaire to be used for collecting information from each city department and official on existing and projected staffing numbers, the number of private and other offices required, meeting space requirements, storage, and other building needs. The questionnaire will be submitted for review and approval by the City.

- Meet with department heads and officials (as determined by the City Manager) to explain the project and provide instructions for completing the space needs questionnaire.
- Follow up as needed with department heads to clarify information provided in the questionnaire.
- Compile the findings from the completed department questionnaires in a report for the City Manager. Schedule a meeting with the City Manager and other designated staff to review and discuss these findings. A subsequent meeting with department heads and officials will be scheduled to review the report and discuss the findings. CDM Smith will work with the City Manager and other designated staff to refine the space and facility requirements. A final report will be prepared and submitted to the City Manager for review and approval. Once approved, the information in this report will be incorporated in the base building needs report described in Task 3.1.6.

Task 3.1.6 Base building needs report

Prepare a base building needs report outlining the approximate building square footage, square footage for each department, special facility needs, meeting spaces, public and staff parking needs, building access, and other overall requirements for the new facility. This report will be used to establish building evaluation and rehabilitation criteria. However, the City's contract with the architectural partner will need to include a more detailed programming phase to serve as the basis for design development.

Task 3.1.7 Contracting with key partners

Develop draft contracts with key partners for architectural, engineering, and other professional services required to develop the following:

- detailed programming requirements
- building rehabilitation needs
- design development and related services needed to select the building to be acquired for this project determine the building renovations required to provide safe and appropriate work space for this project prepare the detailed design drawings and specifications for the building rehabilitation
- perform other engineering and architectural services during construction required to complete the renovation of the new City Hall and social services center

CDM Smith may review these draft contracts with external third party experts. The draft contracts will include all HUD policies and regulations appropriate for this activity. CDM Smith will schedule meetings with the City Manager to review the draft contracts. It is anticipated that the City's Attorney and other city officials will make further revisions to this document as required by the City. The draft contract will be designed to provide the City with a draft base document only for this project.

Task 3.1.8 Evaluate potential buildings and sites

Participate with the City and key partners in evaluating the suitability of potential downtown buildings, based on information provided in previous tasks, to assess building size, condition, location, and adjacent services including parking. The architect and other professional service providers that are part of the project team will provide the City with a general assessment of the ability of selected buildings to meet the City's requirements for this project, basic renovation needs, and an order of magnitude estimate of renovation costs for a specified number of buildings (which will be included in the final professional services contract with the architect and other professional service providers).

Task 3.1.9 Environmental reviews

CDM Smith will conduct environmental reviews of the selected building and building site. In the event environmental conditions in the building or at the site would make the facility inappropriate for this project, CDM Smith will advise the city as soon as possible.

Task 3.1.10 Program management services

Provide program management services for the project, which will include the following:

- Provide oversight of the project scope and activities, schedule, and project budget.
- Consult with the City and partners on building acquisition, plans and specifications for building renovations, review of applicable City and HUD requirements to be incorporated in the bid documents, and related project activities to facilitate project acquisition, renovation, and completion in a timely manner.
- Communicate and coordinate with key partners, contractors, and other task participants on a regular basis throughout the project.
- Communicate with the City via monthly progress meetings and reports, identify issues of concern that arise during the project, and help to facilitate decisions required to complete the project on time and within budget.
- Monitor project compliance with HUD grant funding requirements and secure the required reports and documentation from contractors, key partners, and others involved in the project to ensure proper compliance and documentation for this activity.

Assumptions

- 18 community agencies will be included in the coordination.
- 10 meetings will be held.
- One environmental assessment will be conducted.

Planning projects:

Activity 4.1 – Minot detailed market study for affordable housing

Background

The economic conditions in Minot resulting from recent changes in the oil industry have created continuing volatility in the housing and real estate markets. After the 2011 flood and the rapid population influx driven by the oil sector, the city experienced unprecedented increases in construction, housing costs, and land costs, creating significant affordable housing challenges affecting long-term residents, businesses, students, military personnel, and essential public employees. The decline in oil prices in late 2015, coupled with reduced employment in the region, precipitated a new cycle of changes in housing costs including reductions in rental costs, higher residential vacancy rates, lower construction and land costs, and falling home purchase prices. Historically, the boom-bust market phases in the oil sector have generated significant volatility in real estate encompassing office and commercial space, warehousing, and housing. Oil prices are projected to increase later in 2016, which would generate a new cycle of market changes affecting housing affordability in Minot.

Affordable housing is vital to Minot's recovery from the 2011 flood and its commitment to a more resilient future. Moreover, it is crucial for the city's social and economic sustainability. *Build affordable and resilient neighborhoods*, a core element of Minot's vision, is one of three projects included in its NDRC Phase 2 application. Providing sufficient quality housing that is affordable to people with incomes below 80 percent of AMI is essential for the city's economic diversification and is increasingly critical to Minot's economic development potential and economic resilience. Stability in the affordable housing inventory benefits from HUD's requirement that housing assisted by HUD programs must remain affordable for a 30-year period. Many workers in lower-wage jobs across key industry sectors form the backbone of Minot's economy by supporting core business functions, providing critical goods and services to residents and visitors, and delivering essential services such as health care and public safety.

This planning task will provide a current Affordable Housing Supply and Demand Analysis and Minot Affordable Housing Action Plan Strategy that reflect existing housing and market conditions, strategies, and policies and align with the City's National Disaster Resilience application. The plan will help Minot optimize implementation of the National Disaster Resilience award and respond to changing market cycles in a more resilient manner so that residents, areas businesses, military personnel, and students can find more stable housing options to meet their needs. The following tasks are included in CDM Smith's scope of services:

Task 4.1.1 Finalize detailed work plan

CDM Smith will draft a detailed work plan for the study and will schedule a meeting with appropriate City staff to discuss the work plan, deliverables, and schedule. Based on input from that meeting, a final work plan for the study will be developed for the City's review and approval.

Task 4.1.2 Affordable Housing Technical Advisory Committee

An Affordable Housing Technical Advisory Committee will be established to provide insight on current housing conditions and historic context, and to assist in right-sizing the affordable housing inventory in Minot. A minimum of three meetings with this committee will take place during development of this plan. CDM Smith will engage the Affordable Housing Technical Advisory Committee in the development and review of the housing supply and demand analysis and action plan update. CDM Smith will also meet with civic and professional organizations to discuss housing conditions and affordable housing needs in Minot.

Task 4.1.3 Quantify affordable housing demand in Minot

Quantifying affordable housing demand in Minot is a complex process, to be based on analysis of the city's current housing market, patterns of affordability, population forecasts, socioeconomic characteristics, demographic trends, and economic conditions. Understanding the characteristics of Minot's existing and future households including household income, family size, and presence of vulnerable population groups (including older adults, persons with disabilities, and low and moderate income households) is essential in developing a thorough analysis and understanding the demand for affordable housing in the city. CDM Smith will use standard, nationally accepted guidelines for measuring housing affordability. Specifically, a household spending more than 30 percent of its income on housing is defined as cost burdened for housing.

CDM Smith will undertake a comprehensive search to identify, then review the most current data, studies, and related affordable housing and household research. Assessing the demand for affordable housing in Minot requires an analysis that includes permanent residents, military personnel living in off-base housing, impending changes in on-base housing stock, and MSU students. CDM Smith will utilize the significant data and analysis collected in the 2012 Minot Affordable Housing Supply and Demand Analysis report as the baseline for this new data collection and analysis effort. We will identify current studies by federal and state agencies,

universities, and national research institutes as well as Woods and Poole Economic Research, the U.S. Census (including American Community Survey data), HUD data and analysis, information from the Minot property assessor and Ward County, and other reliable data sources to more accurately quantify the demand for affordable housing in Minot. The housing needs of vulnerable population groups will be a key focus of this study. CDM Smith will develop an affordable housing demand analysis using the best and most current data available to evaluate demand by tenure (homeowner or renter) and income level (to the extent possible), housing demand for vulnerable population groups, and related factors that influence housing demand.

Task 4.1.4 Analyzing affordable housing supply in Minot

Minot's changing population and the dramatic increase in the number of multifamily rental units, higher density townhomes, and single family homes have significantly changed the city's housing supply in the last five years. Many of the new units were built to accommodate the wave of job seekers attracted to the region by the oil boom. The supply of housing that is affordable for low and moderate income households is a function of two key factors: first, does it meet the criteria of safe and decent housing? and second, are the rents or housing costs at or below 30 percent of targeted household incomes? The latter is a generally accepted measure of housing affordability. This study will build on the 2012 Minot Affordable Housing Strategy Supply and Demand Analysis, documenting the supply, quality, and cost of housing currently available, under construction, or in the planning stage with construction to be completed in 2016. This inventory includes:

- Housing owned by public and nonprofit entities
- Housing choice vouchers currently under contract, and any available housing choice vouchers that are not being used
- Private rental housing
- Housing for sale in Minot in selected price ranges
- Housing data from Minot Air Force Base
- Housing data from Minot State University

CDM Smith will use data from valid local, state, and federal sources including the local MLS, North Dakota Board of Realtors, City of Minot building permits, the Minot property assessor, the American Housing Survey, recent housing sales, local surveys, interviews with local realtors and mortgage bankers, and other sources that enable us to estimate the affordability and quality of the current housing supply in Minot. To the extent possible, we will map the existing housing inventory and pricing with census block group LMI percentages to gain additional insight into changes in housing inventory, housing costs, and rental or ownership characteristics.

This analysis will provide data to develop an inventory of housing supply that is affordable to households within a range of low and moderate incomes. The needs of vulnerable population groups will require additional analysis, and the availability of supportive housing to meet the needs of such groups will be analyzed and documented. CDM Smith will develop an existing housing inventory that will include:

- Available affordable rental properties including multifamily and single family rentals, housing condition and quality, lease term, and annual housing costs
- Affordable residential properties available for purchase including housing type, housing condition and quality, and purchase requirements

The affordable housing inventory for vulnerable populations will require additional analysis, and the Vulnerable Populations Committee will be engaged in this effort.

Task 4.1.5 Evaluating unique factors affecting affordable housing in Minot

In addition to the boom-bust cycles generated by the oil industry, other unique factors affect affordable housing in Minot. As a result of the National Disaster Resilience grant award, Minot will be able to acquire additional homes within the footprint of the flood wall project and in the final flood mitigation areas. Residents of these properties will need to find suitable, affordable housing elsewhere in Minot. Minot Air Force Base will demolish some of its on-base housing over the next few years, and additional military and civilian positions may be added to the base mission. The Minot Housing Authority currently has a waiting list of 713 households. Minot State University enrollment remains below pre-flood levels, due in part to potential students' inability to find affordable housing. This study will quantify, to the extent possible, these unique factors affecting the need for affordable housing in Minot and will further assess opportunities to deal with affordable housing demand in light of the oil industry's boom-bust cycles.

Task 4.1.6 Characterizing affordable housing supply and demand and defining funding and financing requirements

Based on the affordable housing supply and demand analysis, CDM Smith will evaluate the existing need for affordable housing and the current supply of affordable housing, including housing that may become affordable during the down cycles in the oil industry. The housing analysis and an evaluation of housing cost factors in Minot will be used to estimate the funding that may be required to address Minot's short-term and longer-term affordable housing gap, including the needs of vulnerable populations. CDM Smith will develop a detailed report summarizing the findings of the supply and demand analysis and evaluation of relevant cost factors.

Task 4.1.7 Updating the Affordable Housing Action Plan for Minot

The availability of quality affordable housing is important for Minot's recovery, resilience, and economic competitiveness. Housing costs are a critical consideration in many of the decisions made by businesses and families. CDM Smith will update Minot's Affordable Housing Action Plan to include the NDR funding and projects for affordable, resilient neighborhoods as well as other affordable housing actions and needs identified during this effort.

Task 4.1.8 Affordable Housing Supply and Demand Analysis Report

CDM Smith will also prepare a draft report outlining the results of the affordable housing supply and demand analysis for the City's review and comments, and will complete a final report and presentation. CDM Smith will present the findings of this report to the Minot City Council, the Minot Chamber of Commerce and Minot Area Development Corporation, and the NDR Community Advisory Committee.

Activity 4.2 – Economic development strategic plan for Minot and Ward County

Background

Economic growth matters. Developing a more resilient and sustainable economy creates jobs and economic opportunities, which are important to Minot and the region. Although the oil industry can be an asset to the area's economy, the boom-bust cycles that have long characterized this sector also create real economic challenges for small businesses, contribute to the region's affordable housing problem, and can be a deterrent to attracting new employers that do not want to compete with oil businesses for workers. Becoming too

dependent on oil, given its historic volatility, has created economic hardships for many communities in oil-producing regions over the years. Minot has an opportunity to avoid that dependence by continuing to strategically diversify its economy.

Globalization, new technologies, and evolving marketing conditions will continue to affect communities. How communities adapt and respond to these changes will influence their economic future and quality of life. Resilience is about the capacity and the will of people and communities to survive, adapt, and thrive in the face of changes – even the sometimes catastrophic changes that result from disasters and stresses. Resilience does not drive an economy; however, how communities adapt to change and leverage their strengths and assets will impact their future economic resilience and competitiveness. A more resilient Minot will build on the productive capacity of businesses and people, support core industries, and foster external trade, creating real prosperity where people and businesses realize economic benefits.

Economic competitiveness and resilience depend on factors including local workforce skill and availability, access to multimodal transportation, proximity to markets and raw materials, access to workforce skills training, and construction costs. Economic development is hard work; it involves a continuous process to foster shared growth, prosperity, jobs, and investment. Although Minot enjoyed a strong economy in the past few years due in large measure to the booming oil sector, the recent declines in oil prices serve as a reminder of the importance of economic diversification and economic development. Minot, like many other communities, realizes that top-line growth doesn't ensure bottom-line prosperity. Economic development requires strategic efforts to influence growth through action and investment.

Minot's existing economic diversity has helped moderate the impacts of the current oil sector decline. In today's economy it is important to adopt a broad vision of economic development, one that builds on the foundation of the existing regional economy and prioritizes enhancing systems important to these core industries; invests in improvements that support increased productivity of the workforce and regional businesses; assesses and pursues strategic trade opportunities; and fosters new entrepreneurial growth. Regions that succeed in achieving this broader vision of economic development will also create an environment where new firms may choose to locate.

Economic development requires a broad knowledge of markets, an understanding of local strengths and assets, and engaged leadership and stakeholders. A successful economic development and economic resilience plan focuses on achieving long-term goals through the engagement and initiative of leaders and stakeholders to enhance and support effective implementation by economic development professionals. In our experience, several essential principles are required to expand economic resilience and economic development today:

- Build workforce skills to improve business productivity and expand the available technical skill base.
- Refine the right goals to reflect today's economic conditions and practical opportunities.
- Focus on existing and emerging businesses and entrepreneurial ventures. Invest in the systems that support sustainable workforce talent, globally competitive businesses, and critical infrastructure, and help small businesses start and grow in Minot.
- Expand trade opportunities domestically and internationally.
- Engage in economic place-making to connect the region, expand tourism, and enhance Minot's role as the regional trade center.

Minot has two excellent economic development organizations: the Minot Area Chamber of Commerce and the Minot Area Development Corporation. Both of these agencies collaborate often on opportunities that benefit

Minot and the region. These organizations must be integrally involved in the development of this plan and must take ownership of its implementation. Before an economic development and economic resilience plan is initiated, CDM Smith will work closely with these organizations to refine the proposed planning process and ensure these agencies are fully engaged in the approach and agree with the process.

CDM Smith project delivery services included in this activity include the following:

Task 4.2.1 Advisory committee and stakeholder engagement

CDM Smith will work with the City of Minot, the Minot Area Chamber of Commerce, and the Minot Area Development Corporation to appoint an Economic Resilience Advisory Committee. The committee will help guide this process, provide local and historic perspectives, and serve as a forum to finalize the plan and help engage the broader community. The advisory committee should represent a diverse cross-section of business and community leaders. CDM Smith will engage this committee to develop the plan vision and goals, review action plan program recommendations, and provide input and advice on plan development. CDM Smith anticipates a minimum of eight advisory committee meetings, including an economic development forum. Meetings will be added as needed. CDM Smith will work with the City and economic development organizations to determine meeting logistics, will prepare meeting materials and presentations, and will provide status reports to the City and economic development organizations as the plan development process progresses. In addition to the advisory committee meetings, CDM Smith will conduct one-on-one interviews with Minot businesses and employ other communication tools we have found to be effective in facilitating economic development action plans.

CDM Smith will develop an Economic Resilience Plan communication protocol, working with the Chamber and MADC. Through meetings, surveys, and interviews CDM Smith will solicit input and work with stakeholders to articulate issues and concerns as well as goals and performance measures. Communication is critical to a successful economic resilience planning process.

Task 4.2.2 Defining the market

Economic development is a competitive business. Economic resilience requires a keen understanding of the local and regional economy and the factors that can enhance economic quality – not just more, but better opportunities. For example, Scherr's, a cabinet manufacturer in Minot, is one of two companies known across the country for fabricating custom cabinet doors for IKEA cabinets. Scherr's is famous for their custom doors and is widely recognized for their quality and customization through outstanding testimonials on Houzz and other home design websites. People throughout the U.S. order cabinet doors made in Minot every day. This is an excellent example of domestic trade.

This task will profile and evaluate the economy of Minot to gain an objective understanding of local market conditions in order to better understand the industries in the area and the essential components of their competitiveness. Economic development focuses on community assets that support and enhance core industries in the region as well as emerging businesses. The analysis of market and economic conditions will rely on a combination of business interviews, surveys, and analysis of baseline economic information from available data sources.

Task 4.2.3 External scan

It is important to understand Minot's position relative to external competitors and its own internal potential. Taken together, these two assessments identify key competitive strengths Minot can use in marketing efforts, determine areas of potential weakness that may need to be enhanced, and pinpoint opportunities to further

enhance competitive standing. This knowledge is essential, yet difficult to develop without continual examination of external markets. CDM Smith will use information from our work with other communities around the country as well as a review of market research.

As a part of this task, CDM Smith will conduct a competitiveness assessment and SWOT (strengths, weaknesses, opportunities, and threats) analysis to evaluate workforce factors including costs related to finding, training, and compensating employees; availability of qualified workforce; work ethic and productivity; public and private programs engaged in recruiting, screening, testing, and training the potential employment pool; costs related to utilities and energy services; local and state taxes and other publicly imposed costs; availability of business and industrial land and buildings; and other relevant factors.

Task 4.2.4 Target industry identification

CDM Smith will work with Bruce Facility Planning Consultants executive Jim Bruce, a nationally recognized site consultant, to prepare a target industry identification analysis that identifies strategic target industry and niche sectors for Minot. This assessment will consider state, national, and global industry trends, and will discuss what these trends mean for Minot and how Minot's economic assets relate to the trends. Mr. Bruce will evaluate Minot's industrial base and emerging sectors and CDM Smith will meet with local business executives to discuss the local business climate and industrial growth potential. Mr. Bruce will prepare a list of recommended target industries and niche sectors, considering industry and business characteristics such as:

- Current economic trends, past growth, and future growth potential of industries
- Potential to meet particular development needs including workforce availability, supply chain requirements, access to key markets, and raw material needs
- Fit between the needs of businesses and the area's locational assets
- Evidence of unmet market demand for an industry or businesses product or service in the larger region

Profiles will be developed for each target industry deemed a realistic fit, given Minot's assets. Jim Bruce and CDM Smith will meet with the Minot Chamber of Commerce and Minot Area Development Corporation to discuss their findings during this assessment, and input from these organizations will play a significant role throughout this process. This analysis and research will reflect Bruce Facility Planning Consultants' and CDM Smith's understanding of and experience with the process both larger and smaller companies use to make expansion and location decisions. We will work with the Chamber, MADC, and local officials to refine this list and develop a final set of target industries and businesses and niche sectors.

Task 4.2.5 Resilience program for Minot businesses

Resilience is becoming a factor in business investment decisions, particularly in areas that have experienced prior disasters and hazards that affect the business community. Resilience programs improve companies' ability to deal with disaster events and reduce the impacts of hazards and stressors on their business operations. CDM Smith will work with the Chamber and MADC to develop a framework to enhance the resilience and recovery needs of Minot's business community.

Task 4.2.6 Action plan and implementation

The real success of this process ultimately depends on following through and implementing the plan. This task will define specific actions, projects, and initiatives and identify who will be responsible for these activities, the resources required to succeed, a timeline for performance, and metrics for measuring success. Once the action

plan and implementation program are finalized, CDM Smith proposes to convene an economic resilience and economic development forum to provide an opportunity for the larger community to learn more about the plan, why it should matter to them, and how they can participate in the ongoing process. CDM Smith will develop an action plan presentation, materials, and fact sheets and will work with the City, Chamber of Commerce, and Minot Area Development Corporation to facilitate this event. CDM Smith will also identify potential funding resources from public, private, and nonprofit sectors that could provide financing for projects and initiatives identified in the action plan.

Activity 4.3 – Affordable housing neighborhood master plans and site study

Background

Minot will use NDR funds to acquire and develop two new resilient neighborhoods and develop well-designed, energy efficient affordable housing. These new neighborhoods will provide the quality community characteristics the people discussed in advisory committee meetings, public meetings and design charrettes. These characteristics include mixed housing densities; quality and affordable designs; walkability; access to transit, jobs, and services; shared green open space; and mature trees and quality landscaping in common areas. The neighborhoods and homes will be designed for Minot's climate and will meet outstanding construction standards, Green Building Standards for Replacement and New Construction of Residential Housing, and ENERGY STAR certifications.

The rapidly changing dynamics in Minot real estate require careful, ongoing analysis of the market in relation to these specific projects in order to respond to changing market conditions and make appropriate programmatic adjustments if the market analysis indicates adjustments are needed to address changes. An update of the Minot Affordable Housing Action Plan will be prepared as part of Activity 4.1. That study will evaluate supply and demand across the entire community, as opposed to a market analysis for a specific project which is included here. Information from the Affordable Housing Action Plan will help to inform baseline conditions in the initial planning for the resilient neighborhoods and affordable housing.

The planning tasks included in this affordable housing master planning and site selection scope are designed to support the development of the resilient neighborhoods and affordable housing proposed in Minot's NDRC application. The CDM Smith project delivery services included in this task are as follows:

Task 4.3.1 Site selection

CDM Smith will develop site selection filters to identify, evaluate, and prioritize the best sites for the resilient neighborhoods. Neighborhood characteristics that Minot citizens identified in the NDRC proposal planning process provide an important framework for this site evaluation. The site evaluation filters will include:

- Locations outside of the projected or actual 2011 flood plain
- Proximity to existing utility infrastructure
- Existing schools with student capacity
- Proximity to existing commercial areas, services, and employment centers
- Connections to transit and transportation networks
- Compatible adjoining land uses
- Conditions of surrounding neighborhoods
- Compatible existing zoning

- Suitable topography, geology, drainage, and environmental conditions
- Environmental factors on the site and adjacent sites compatible with residential development
- Land and off-site and on-site infrastructure development costs

Careful selection of quality sites that allow for the development of mixed densities, efficient infrastructure and building layouts, shared green space, trails, transit shelters, and other resilient features will ensure the development of a high quality, resilient neighborhoods. CDM Smith will analyze potential sites, prepare site profiles for the City of Minot to evaluate, and work with the key partner nonprofit developers to assess potential sites. CDM Smith will review potential sites with the City's Chief Resilience Officer and the City's planning and engineering departments to assess potential zoning issues, off-site infrastructure constraints, surrounding site concerns, and other conditions that could affect the development of the site.

CDM Smith will provide the City with site recommendations based on the site evaluation, utilizing the site filters, environmental considerations, cost factors, development constraints and options, and other factors that will affect the development of a resilient neighborhood and high quality affordable housing. CDM Smith will work with the nonprofit development partners and the design partners to prepare a final site recommendation for the City, and will prepare materials for presenting the site to City Council and other community leaders.

Task 4.3.2 Site planning

CDM Smith will work with the design and engineering partners to evaluate site plan layouts for the selected site that incorporate the resilient characteristics identified in meetings and design charrettes. CDM Smith will facilitate discussions of site planning requirements, environmental opportunities and challenges, and planning factors to prepare a site plan layout that will meet the goals and objectives of Minot's NDRC application. CDM Smith will review the proposed site plan with the City's Chief Resilience Officer, Planning Department, Engineering Department, and the City Manager. Input from these meetings will inform the final site plan design.

Task 4.3.3 Project-specific market analysis

It will require several years to complete the planning, development and construction of the resilient neighborhoods and affordable housing. During that time period, market conditions in Minot may change. In order to optimize the investment of NDR funds and make adjustments in the project to reflect changing real estate conditions in the community, CDM Smith may prepare market analyses of the project over the course of the project's development. This analysis would be completed in accordance with North Dakota Housing Finance Agency guidelines. The report may include interviews with local property managers, analysis of local market data, and discussions with knowledgeable local real estate professionals currently involved in the local market. Timing for these project-specific market analyses will be determined based on discussions with the nonprofit developers. The analysis will evaluate market need for the project, assess marketability of the proposed project, and monitor marketability of the project for tax credits.

Task 4.3.4 Design standards for resilient neighborhoods

Over the long term, design standards can help to ensure high quality maintenance and preservation of housing and neighborhood conditions. CDM Smith will work with the design and development partners to prepare design standards for the resilient neighborhoods. These standards will be developed with affordable housing in mind and provide for ongoing neighborhood involvement in the preservation of community quality. CDM

Smith will review the draft standards with the Chief Resilience Officer, Chief Finance Officer, and City Manager to secure their input before developing the final design standards.

Task 4.3.5 Presentations to the community

CDM Smith will prepare necessary materials and presentations on the planning process and progress of the resilient neighborhoods and affordable housing for the City to present to City Council, civic organizations, and community leaders.

Activity 4.4 – Vulnerable populations action plan

Background

When communities face emergency events, the needs of vulnerable populations may remain unmet. In the aftermath of Hurricane Katrina, for example, children were separated from their families, people with sensory impairments had little access to information, and according to research conducted by several Gulf Coast universities working with the National Institutes of Health, “approximately 75 percent of all the deaths in New Orleans occurred among the elderly.”¹ The lessons learned from this and other disaster and hazard events have provided emergency services, funding agencies, and local governments with valuable insights to help address the needs of vulnerable populations before, during, and after such events in the future.

Fortunately, there was no loss of life in Minot from the devastating flood in 2011. City government, public agencies, volunteers, churches, and citizens invested long hours and substantial resources to address the needs of people throughout the region. There were, however, many challenging issues that particularly impacted vulnerable residents in Minot, and there are valuable opportunities to learn from these experiences to ensure the city and its vulnerable people are more resilient in the future. That is the purpose of this plan.

Minot created a Vulnerable Populations Committee that actively participated in the National Disaster Resilience Competition to ensure the city’s most vulnerable populations are key beneficiaries of the direct outcomes and the resilience dividends of the NDR projects. The Vulnerable Populations Action Plan will be developed in concert with the Vulnerable Populations Committee and other members and representatives of vulnerable people in Minot.

Each of Minot’s NDR projects contained specific benefits for its most vulnerable residents. This plan will identify strategies to keep vulnerable residents safe during disasters and hazard events. It will also be important to support social interaction and connections between vulnerable residents, jobs, and additional affordable housing, and planning to protect vulnerable people and ensure they benefit from NDR investments and resilience as outlined in the NDRC guidelines.

This plan will identify and address specific needs and assistance that members of vulnerable populations in Minot may have as well as needs that may occur before, during, and after a disaster or hazard event. It will also identify resources that may be needed for special needs populations during an emergency, support services in the community and options to access those services during and after a disaster or hazard incident, potential sources of alternative services and resources if needed, and communication options for people with disabilities or limited English proficiency.

¹ “Identifying and Protecting Vulnerable Populations in Emergencies: Addressing Gaps in Education and Training,” Dr. Martha Wingate et al., in conjunction with the Association of Schools of Public Health, Washington, DC.

CDM Smith will refine the plan framework, working with the Vulnerable Populations Committee and vulnerable residents in Minot. CDM Smith project delivery services included in this activity include the following:

Task 4.4.1 Engaging the community

CDM Smith will work with the City and the Vulnerable Populations Committee and representatives from area hospitals, First District Health Unit, vulnerable residents, faith-based organizations, and other agencies and professionals in developing this plan. CDM Smith will engage this committee throughout the plan development and plan reviews to ensure the plan reflects the needs of vulnerable people in Minot, and that the programs and recommendations reflected in the plan will help the vulnerable community in Minot become more resilient in the future.

Task 4.4.2 Assess how existing and planned activities can meet current needs

CDM Smith will review the Ward County Hazard Mitigation and Emergency Response Plan with specific focus on the needs and challenges faced by vulnerable populations. CDM Smith will meet with the Ward County Emergency Management staff to better understand how the plan considered unique needs and challenges of vulnerable people.

CDM Smith will also evaluate the unique housing, transportation, service, and other needs and challenges faced by vulnerable populations. Specifically, we will assess unique affordable and unmet housing needs and special housing design provisions that could be incorporated in the affordable housing planning process. CDM Smith will evaluate transportation and transit needs and how the proposed downtown transit center could address some of the transportation challenges facing vulnerable residents. CDM Smith will also evaluate the benefits of the proposed downtown social service facility and improved access to these services via the proposed downtown transit center. Based on the findings from this analysis, CDM will work with the Vulnerable Populations Committee to identify opportunities to enhance the proposed NDR activities and help vulnerable residents become more resilient. This information can be used to refine existing program activities and to support other funding initiatives.

Task 4.4.3 Consider special challenges faced by veterans

CDM Smith will work with agencies supporting veterans and military personnel and with veterans with special needs to fully assess challenges facing these residents. During the flood, veterans with PTSD and related conditions had difficulty staying in the available shelters; some left and could not find other options for shelter. Because of the presence of Minot Air Force Base and the number of military personnel as well as retired veterans in the area, it is important for Minot to carefully consider these needs. CDM Smith will work with local veterans' agencies and other groups who serve veterans to understand the range of challenges and issues that should be considered, planned for, and communicated with emergency management staff and local officials.

Task 4.4.4 Vulnerable Populations Action Team

CDM Smith will work with the Vulnerable Populations Committee to assess the benefits of developing a Vulnerable Population Action Team (VPAT). This team would work collaboratively with community-based organizations to help support vulnerable residents in an emergency event. The VPAT would help service providers, volunteer groups, and other related organizations understand the unique needs of vulnerable residents and be prepared to respond to these needs before, during, and after an event. Ultimately this action

team could take on the implementation role for elements of this plan, working with social service agencies and organizations to extend the support network for vulnerable residents.

The VPAT would work with the City of Minot Public Information Officer to better understand the new public communication capabilities of the City Watch program and how to expand the benefits of this and other emergency communications protocols to help vulnerable residents. CDM Smith will work with the City and the Vulnerable Populations Committee to evaluate opportunities to increase the transfer of information to vulnerable populations through local trusted sources (social service providers, community leaders, and others); how to engage the VPAT and other community resources to act quickly to support vulnerable residents before, during, and after an event; and how communication strategies can be developed to help vulnerable people in a range of situations including public health (flu epidemics, for example) or transportation events (such as transit service changes).

Activity 4.5 – Benefit-cost analysis tool component for Decision Support Tool

CDM Smith will develop a Decision Support Tool (DST) to assist the City of Minot in evaluating potential flood risk reduction and water management strategies that result in benefit enhancement and risk and cost reduction. CDM Smith will evaluate and use data and models provided by the City, FEMA, and U.S. Fish and Wildlife Service to support the development of the DST. In this task CDM Smith will develop a benefit-cost analysis model to be used with the Decision Support Tool in order to assess the benefit-cost ratios for up to ten flood risk reduction and water management scenarios.

Task 4.5.1 Benefit-cost analyses

CDM Smith will develop an appropriate benefit-cost analysis model that will utilize applicable data and information from the DST and other sources relevant to this task. The benefit-cost analysis model will use accepted benefit-cost methodologies to estimate potential benefits relative to costs. The model will be developed to evaluate a baseline condition and subsequent years.

Task 4.5.2 Benefit-cost analysis report

CDM Smith will prepare a report summarizing the benefit-cost analysis and results for the scenarios in coordination with the parallel DST tasks.

Activity 4.6 – Develop funding and financing plan for targeted NDRC non-funded projects

Minot's original NDRC Phase 2 application requested \$174 million in funding from HUD. Minot was ultimately awarded \$74.5 million in NDRC funds, which will be supported by an additional \$63,485,350 in leverage provided by the State of North Dakota, the Minot Area Community Foundation, the City of Minot, and private donations from area businesses. Given the final grant award and the necessary scaling of the originally proposed projects, it was necessary to reduce the available funds for several projects, including:

- A \$43 million reduction in Project 1, *Reduce flood risk and increase resilience*, including a reduction in State of North Dakota matching funds
- A \$38 million reduction for Project 2, *Build affordable resilient neighborhoods*

- A \$2 million reduction for ecological restoration demonstration projects in flood storage areas (now under Activity 1.3)

There are no NDRC funds available for some of the projects originally proposed in Minot's application, including:

- Minot Center for Technical Education
- Minot State University Arts Department downtown campus
- Downtown student housing
- Riverfront greenway and Oak Park feeding shelter and playground

Finally, several projects that were initially evaluated for the city's NDRC application were subsequently removed from considered in an effort to right-size the initial HUD funding request. These include:

- Downtown transit hub
- Carnegie Library redevelopment
- Installation of transit shelters

Under this planning task, CDM Smith will develop funding and financing strategies for resilience and recovery activities that were not funded under the NDRC grant award as requested by the City of Minot, and will work with the City to find additional funding for projects that were scaled back in the final NDR award. These funding and financing strategies will include public funding programs at the federal, state, and regional level; private funding opportunities including foundations, local and national philanthropies, and public-private partnerships; non-profit funding sources; tax credit programs; low interest financing; and other financial resources that could be utilized for the targeted projects.

Task 4.6.1 Determine priority projects and develop a funding strategy for each

CDM Smith will work with the City of Minot to determine the priority NDRC projects that could not be funded under the HUD award. CDM Smith will assess these priority NDRC projects, analyze and investigate potential public, private, and nonprofit funding and financing resources that could provide funding for these projects, and develop a funding and financing strategy for each of the priority projects identified by the City. CDM Smith will develop a funding matrix for these projects including specific sources, relevant application and proposal dates, critical selection factors if available, previously funded projects, application and proposal requirements, grant and loan ranges, and other pertinent information.

Task 4.6.2 Additional funding analysis and assistance for selected projects

CDM Smith will review the funding matrix information with the City and help them evaluate strategic funding and financing options for each of the priority projects. The City will determine the projects they want to pursue further. CDM Smith will conduct additional analysis and investigations for those selected projects and make recommendations for engaging members of the NDRC Community Advisory Committee to help support these funding pursuits. For example, if a project might be a candidate for foundation funding, CDM Smith would meet with the Minot Area Community Foundation to secure a letter of support as well as gain their insight regarding how best to position Minot for the funding request. CDM Smith would work with the community to enhance Minot's request for funding. As an example, CDM Smith would engage the Minot Area Chamber of Commerce to secure their support for an Economic Development Administration application. CDM Smith would prepare the application or funding proposals for the City of Minot, review the applications or proposals with the City during the preparation process, and work with the City to submit funding and financing requests to the appropriate entities.

Task 4.6.3 Develop a Funding Toolbox for the City

CDM Smith will utilize the information from our analysis and review of funding and financing resources to prepare a Funding Toolbox for the City of Minot that could be used by City staff in future efforts to secure financial resources for projects.

CDM Smith will provide the above described services on a time and material basis up to the limits of the funding for this planning activity.

EXHIBIT B
AGREEMENT BETWEEN CITY OF MINOT AND CDM SMITH
FOR NATIONAL DISASTER RESILIENCE GRANT IMPLEMENTATION
ADMINISTRATIVE AND PROJECT DELIVERY SERVICES
FOR MINOT, ND

ESTIMATE OF PROGRAM FEES

Estimated Project Fees

Refer to **Attachment #1 of Exhibit B** on the following page for a detailed breakdown of the estimated project fees.

Blended Hourly Rate and Maximum Agreement Amount

CDM Smith has provided a "Blended Hourly Rate" based on the estimated labor effort, associated individual labor rate, and applicant associated costs and expenses outlined below. The Blended Hourly Rate shall be the sole means of compensation for professional services performed by CDM Smith and will be reimbursed based on the actual number of labor hours devoted to the City's Program multiplied by the blended rate, up to a maximum agreement amount of \$19,383,482.

The CDM Smith original proposal was based on estimated projects and time and materials needed to complete the anticipated programs. The blended hourly rate is based on 97,623 CDM Smith labor hours plus costs for subconsultants that are billed at the same blended rate as CDM Smith staff. If implementing the scope of services described in Exhibit A causes the labor hours to be exceeded, both parties must mutually agree to any increase in overall contract amount.

The agreed blended hourly rate for the Minot CDBG-DR program is \$135.00 per hour.

Labor and Expenses Included in the Blended Hourly Rate

The expenses included in the Blended Hourly Rate include the following services relating to the public infrastructure, housing and economic development programs; all are identified in **Exhibit A**:

- | | |
|---|-------------------------------------|
| • CDM Smith and Subconsultant Labor | printers, phones, copiers and other |
| • Damage Assessment | related expenses |
| • 3rd Party Verification | • Appraisals |
| • CREDCO | • Staff Travel |
| • Environmental Review | |
| • Escrow Services | |
| • Legal | |
| • Office Space/Equipment | |
| • Title Search and Examination | |
| • Title Insurance | |
| • Closings | |
| • Other Direct Costs related to program | |
| office set up and operation; including | |

EXHIBIT B
AGREEMENT BETWEEN CITY OF MINOT AND CDM SMITH
FOR NATIONAL DISASTER RESILIENCE GRANT IMPLEMENTATION
ADMINISTRATIVE AND PROJECT DELIVERY SERVICES
FOR MINOT, ND

ESTIMATED PROJECT FEES

*The following costs will be assigned to the contractor during the bidding process and are not part of the CDM Smith blended hourly rate.

- Lead Clearance *
- Asbestos Surveys *
- Asbestos Clearance *

City of Minot
NDRC Program
Program Delivery Services (4 Years duration)

Project #	Task Description	Blended Rate, \$	Principal/ QC/Tech Advisor	Program/P rojects Manager	Acquisition Specialists	Tech Advisor Elkins	Planners, Scientists	Construction Specialist	Demo workers	Relocation/ Case worker	Environ.	IT Systems/ Finance	Admin	CDM Labor Hours	CDM Labor Cost, \$	S&W Costs, \$	ORC Costs, \$	Scope, \$	MRG Analysis, \$	Total Costs, \$
1	Reduce flood risk and improve water management	135																		
1.1	Buy-outs and relocation services																			
	- 300 mobile homes	135	2,000	2,700	3,950	550	-	-	-	6,240	2,627	1,300	2,900	22,267	\$ 3,006,045	\$ 300,000	\$ 2,130,000			\$ 5,436,045
	- 290 single family homes	135	750	2,500	2,850	1,500	-	-	-	2,850	1,981	1,050	2,600	16,081	\$ 2,170,935	\$ 1,085,000	\$ 600,000			\$ 4,655,935
1.2	Demolitions																			
	- 300 mobile homes (\$1500/unit)	135	260	180	-	-	-	1,150	1,750	-	400	-	-	3,740	\$ 504,900	\$ -	\$ -			\$ 504,900
	- 290 single family homes (\$3500/unit)	135	200	140	-	-	-	1,050	3,400	-	850	-	-	6,440	\$ 869,400	\$ -	\$ -			\$ 869,400
1.3	Ecological restoration in flood storage areas - 2 demonstration projects	135	150	275			1,540				350			2,315	\$ 312,525	\$ 45,000				\$ 357,525
1.4	Souris River Decision Tool	171	415	72			2,840						100	3,507	\$ 599,697					\$ 599,697
	Subtotal: reduce flood risk and improve water management		3,775	5,867	6,800	2,050	4,380	3,000	5,150	9,090	6,200	2,350	5,600	54,350	\$ 7,463,502	\$ 2,230,000	\$ 2,730,000			\$ 12,423,502
2	Build affordable resilient neighborhoods																			
2.1	200 - 230 units affordable rental multifamily, MSU student housing and townhomes	135	3,000	3,910		850	5,000	845			1,300	1,140	2,985	19,030	\$ 2,569,050					\$ 2,569,050
2.2	100 - 130 affordable homes, single family homeownership	135	2,000	1,770		850	2,550	2,000			330	510	1,380	11,390	\$ 1,537,650					\$ 1,537,650
2.3	Downtown public gathering space	135	300	700		750					350	175	425	2,700	\$ 364,500			\$ 100,000		\$ 464,500
2.4	Family homeless shelter	135	378	450		200	675				275	100	230	2,300	\$ 311,500					\$ 311,500
	Subtotal: build affordable resilient neighborhoods		5,678	6,830	-	1,900	8,975	2,845	-	-	2,255	1,925	5,020	35,420	\$ 4,702,700	\$ -	\$ -	\$ 100,000	\$ -	\$ 4,802,700
3	Foster economic resilience and diversification																			
3.1	City Hall relocation, one-stop social services center	135	100	525		450	1,425				400	145	335	3,380	\$ 456,300					\$ 456,300
3.2	MSU and Dakota College Center for Technical Education (Not Funded)	135												-	\$ -					\$ -
3.3	MSU Art Department and arts studios downtown (Not Funded)	135												-	\$ -					\$ -
	Subtotal: foster economic resilience and diversification		100	525	-	450	1,425	-	-	-	400	145	335	3,380	\$ 456,300	\$ -	\$ -	\$ -	\$ -	\$ 456,300
4	Planning:																			
4.1	Minot Detailed Market Study for Affordable Housing	135	50	225		150	1,565					75	150	2,215	\$ 299,025					\$ 299,025
4.2	Economic Development Strategic Plan for Minot and Ward County	135	50	225			1,715					75	150	2,215	\$ 299,025					\$ 299,025
4.3	Affordable Housing Neighborhood Master Plans, Site Study	135	50	225			1,450					75	150	1,950	\$ 263,250				\$ 36,000	\$ 299,250
4.4	Vulnerable Populations Action Plan	135	50	225		100	1,945					75	150	2						

**EXHIBIT C TO AGREEMENT
BETWEEN
THE CITY OF MINOT AND CDM SMITH
FOR
PROFESSIONAL SERVICES**

CDBG Program Requirements

This is an exhibit attached to and made a part of; and incorporated by reference into the Agreement dated June 6, 2016 between City of Minot (OWNER) and CDM Smith. (ENGINEER) for professional services.

1. Civil Rights

the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11246, as amended by Executive Orders 11375 and 12086; and all other applicable requirements of 24 C.F.R. Part 570, Subpart K.

2. Nondiscrimination

The ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital status, or status with regard to public assistance.

No person with responsibilities in operation of the project to which this grant relates will discriminate with respect to any program participant or any applicant for participation in such program because of political affiliation or beliefs.

The ENGINEER shall take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The ENGINEER agrees to post, in conspicuous places, available to employees and applicants for employment, notices to be provided by the OWNER setting forth the provisions of this nondiscrimination clause.

3. Affirmative Action

A. Approved Plan (applicable for contractors with 50 or more employees and contracts over \$50,000)
The ENGINEER agrees that it shall be committed to carry out, pursuant to the OWNER's specifications, an Affirmative Action Program in keeping with the principles as provided in Presidential Executive Order 11246 of September 24, 1965. The OWNER will provide Affirmative Action guidelines to the ENGINEER to assist in the formulation of such program, upon request.

B. Women/Minority Business Enterprise

The ENGINEER shall use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and women business enterprise" means a business that is at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian Americans, and American Indians. The ENGINEER may rely on written representations by businesses regarding their status as minority and women business enterprises in lieu of an independent investigation.

C. Notifications

The ENGINEER shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the ENGINEER's commitments

**EXHIBIT C TO AGREEMENT
BETWEEN
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FOR
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hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. EEO/AA Statement

The ENGINEER shall, in all solicitations or advertisements for employees placed by or on behalf of the OWNER, state that it is an Equal Opportunity or Affirmative Action Employer, as applicable.

The ENGINEER agrees to comply with the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11246, as amended by Executive Orders 11375 and 12086; and all other applicable requirements of 24 C.F.R. Part 570, Subpart K.

4. Age Discrimination Act of 1975

The ENGINEER shall comply with the provisions of the Age Discrimination Act of 1975. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

5. Certification of Nonsegregated Facilities (applicable to contracts and subcontracts over \$10,000)

The ENGINEER certifies that he/she does not maintain or provide for his/her establishments, and that he/she does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for employees any segregated facilities at any of his/her establishments, and he/she will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant, or ENGINEER agrees that a breach of this certification is a violation of the equal opportunity clause of this AGREEMENT.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason.

He/she further agrees that (except where he/she has obtained for specific time periods) he/she will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where proposed subcontractors have submitted identical certifications for specific time periods).

6. Environmental Conditions

A. Air and Water

The ENGINEER agrees to comply with the following regulations insofar as they apply to the performance of this Agreement:

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- Clean Air Act, 42 U.S.C.A. 7401 *et seq.*
- Clean Water Act, 33 U.S.C.A. 1368
- Executive Order 11738
- Federal Water Pollution Control Act, as amended, 33 U.S.C.A. 1251, *et seq.*, 1321 and 1318, relating to inspection, monitoring, entry, reports, and information, and all regulations guidelines issued there under
- Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R. Part 50, as amended.
- National Environmental Policy Act of 1969 (42 U.S.C.A. 4321 *et seq.*, as amended)
- HUD Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

B. Flood Disaster Protection

The ENGINEER shall comply with the requirements of the Flood Disaster Protection Act of 1973 (P.L.-2234) in regard to the sale, lease or other transfer of land acquired, cleared or improved under the terms of this Agreement, as it may apply to the provisions of this Agreement.

7. Energy Efficiency

If applicable, the ENGINEER shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

8. Financial Management

The ENGINEER shall adhere to standard, Generally Accepted Accounting Principles (GAAP) and Governmental Accounting Standards and maintain necessary source documentation for all costs incurred under this Agreement.

The ENGINEER will provide adequate support documentation to receive payment of CDBG-DR funds in sufficient detail for the OWNER to determine cost eligibility and allowability.

9. Record-Keeping, Reports, and Audits

A. Retention

The ENGINEER shall retain all records pertinent to expenditures incurred under this Agreement per the State of North Dakota general Records Retention Schedule or at least 4 years after the final closeout of the City's Disaster Recovery grant with HUD, , or after the resolution of all Federal audit findings, whichever occurs later.

B. Access to Records

The OWNER, the OWNER, the Department of Housing and Urban Development, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the ENGINEER which are directly pertinent to this specific AGREEMENT, for the purpose of audits, examinations, and making excerpts and transcriptions. All records connected with this AGREEMENT will be maintained in a central location by the Engineer and will be maintained for a period of four (4) years from the official date of the OWNER's final closeout of the grant.

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C. Audit and Inspection

The authorized representative and agents of the OWNER and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, and payrolls, records of personnel, invoices of materials, and other relevant data and records.

D. Reports

The ENGINEER shall complete and submit all reports, in such form and according to such schedule, as may be required by the OWNER, or the granting agency pertaining to the work or services undertaken pursuant to this Agreement.

10. Conflict of Interest

- A. No officer or employee of the local jurisdiction or its designees or agents, no member of the governing body, and no other public official of the locality who his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the ENGINEER shall cause to be incorporated in all subcontracts the language set forth in this paragraph prohibiting conflict of interest.
- B. No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this AGREEMENT or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this AGREEMENT if made with a corporation for its general benefit.

11. Activities and Contracts Not Subject To Executive Order – 11246, as Amended (applicable to contracts and subcontracts of \$10,000 and under)

During the performance of this AGREEMENT, the ENGINEER agrees as follows:

1. The ENGINEER shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The ENGINEER shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
2. The ENGINEER shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this non-discrimination clause. The ENGINEER shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The ENGINEER shall incorporate foregoing requirements in all subcontracts.

12. Patents

The ENGINEER shall hold and save the OWNER and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the

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AGREEMENT including its use by the OWNER, unless otherwise specifically stipulated in the Contract Document.

License or Royalty Fees: License and/or Royalty Fees for the use of a process which is mandated or specifically requested by the OWNER of the project must be reasonable, and paid to the holder of the patent, or his authorized license, direct by the OWNER and not by or through the ENGINEER.

If the ENGINEER uses any design device or materials covered by letters, patent, or copyright, he shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material. It is mutually agreed and understood, that without exception the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any way involved in the work. The ENGINEER and/or his Sureties shall indemnify and save harmless the OWNER of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials or any trademark or copy-right in connection with work agreed to be performed under this AGREEMENT, and shall indemnify the OWNER for any cost, expense, or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.

13. Copyright

All formal documents and data (not including drafts), produced under this Agreement are the property of the OWNER. If this Agreement results in any copyrightable material, the OWNER reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use the work. In addition, the OWNER may authorize others to use the material.

14. Subcontracts

- A. The ENGINEER shall not enter into any subcontract with any sub-contractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contracting programs by any agency of the United States Government or the State of North Dakota.
- B. The ENGINEER shall be as fully responsible to the OWNER for the acts and omissions of the ENGINEER's subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by the ENGINEER.
- C. The ENGINEER shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractor to the ENGINEER by the terms of the contract documents insofar as applicable to the work of subcontractors and to give the ENGINEER the same power as regards terminating any subcontract that the OWNER may exercise over the ENGINEER under any provision of the contract documents.
- D. Nothing contained in this AGREEMENT shall create any contractual relation between any subcontractor and the OWNER.

15. Debarment, Suspension, and Ineligibility

The ENGINEER represents and warrants that it and its subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 24 CFR 24 (government debarment and suspension regulations).

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16. Breach of Contract Terms

Any violation or breach of terms of this AGREEMENT on the part of the ENGINEER may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this AGREEMENT. The duties and obligations imposed by the AGREEMENT documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. 24 CFR 85.36(i)(1).

17. Termination for Convenience and Default

1. The City may terminate this contract in whole, or from time to time in part, for the City's convenience or the failure of the Contractor to fulfill the contract obligations (default). The City shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall;
 - a. immediately discontinue all services affected (unless the notice directs otherwise); and
 - b. deliver to the City all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
2. If the termination is for the convenience of the City, the City shall be liable only for payment for services rendered before the effective date of the termination.
3. If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the City may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the City, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the City; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the City by the Contractor.
4. If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the City, and the Contractor shall be entitled to payment as described in paragraph (b) above.
5. Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

18. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this AGREEMENT shall be deemed to be inserted herein and the AGREEMENT shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the AGREEMENT shall forthwith be physically amended to make such insertion or correction.

19. Changes

The OWNER may, from time to time, request changes in the scope of the services of the ENGINEER to be performed hereunder. Such changes, including any increase or decrease in the not-to-exceed amount of the ENGINEER's compensation which are mutually agreed upon by and between the OWNER and the ENGINEER, shall be incorporated in written and executed amendments to this Contract.

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20. Personnel

The ENGINEER represents that it has, or will secure at its own expense, all personnel required in performing the services under this ENGINEER. Such personnel shall not be employees of or have any contractual relationship with the OWNER or OWNER.

All the services required hereunder will be performed by the ENGINEER or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.

21. Drug Free Workplace

All profit or non-profit agencies or organizations receiving state or Federal grant funds under the official sponsorship of the OWNER must certify, on an annual basis, their compliance with the requirements of the "Drug Free-Workplace Act of 1988". Employees are specifically prohibited from manufacturing, distributing, possessing, purchasing, and using illegal drugs or controlled substances in the workplace or in any other facility, location, or transport in which the employee is required to be present in order to perform his or her job function.

22. Interest of ENGINEER

The ENGINEER covenants that he presently has no interest and shall not acquire any interest direct or indirect in the above described project or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder.

23. Political Activity

The ENGINEER will comply with the provisions of the Hatch Act (5 U.S.C. 1501 et seq.), which limits the political activity of employees.

24. Compliance with the Office of Management and Budget

The parties agree to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget, Circulars A-87, A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this AGREEMENT.

25. Confidential Findings

All of the reports, information, data, etc., prepared or assembled by the ENGINEER under this Contract are confidential, and the ENGINEER agrees that they shall not be made available to any individual or organization without prior written approval of the OWNER and OWNER.

26. Lobbying

The ENGINEER certifies, to the best of his or her knowledge and belief that:

- A. No federally appropriated funds have been paid or will be paid, by or on behalf of the ENGINEER, to any person for influencing or attempting to influence an officer or employee of any 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.

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- B.** If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any 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 agreement, the ENGINEER shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

27. Payment for Eligible Expenses

The ENGINEER understands and agrees that the OWNER shall reimburse the ENGINEER for only those costs associated with work that has been authorized by OWNER and costs that are eligible under applicable federal rules, regulations, cost principles, and other requirements relating to reimbursement with HUD grant funds. No reimbursement shall be made for goods and services received by the ENGINEER as in-kind contributions from third parties for assistance to the Program.

28. Repayment of Ineligible Payments

In the event HUD or the OWNER determines through investigations and/or monitoring that any payment or reimbursement to ENGINEER is ineligible or disallowed, the ENGINEER shall immediately and without delay fully reimburse OWNER. If HUD informs OWNER that it is required to refund moneys previously awarded or drawn down from the U.S. Treasury in reference to this agreement, as a result of ENGINEER's sole negligence, willful misconduct, or intentional fraud, the ENGINEER agrees to pay an equal amount to OWNER, through OWNER, prior to the demand date of payback.