



Regular City Council Meeting

Monday, April 7, 2025, at 5:30 PM

City Council Chambers, City Hall (10 3rd Ave SW)

Any person needing special accommodation for the meeting is requested to notify the City Clerk's office at 857-4752.

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. MAYOR'S REPORT

3.1. PROCLAMATIONS

4. REPORTS

4.1. CITY MANAGER'S REPORT

4.2. CITY ATTORNEY'S REPORT

5. PUBLIC HEARING

5.1. PUBLIC HEARING: SPECIAL USE PERMIT FOR ADDITIONAL ANIMALS REQUESTED

RECOMMENDED ACTION

It is recommended City Council close the public hearing and approve the Special Use Permit to allow one additional animal at 3100 11th Ave SE Lot A 47.

6. CONSENT ITEMS

6.1. CITY COUNCIL MINUTES

RECOMMENDED ACTION

It is recommended City Council approve the minutes of the March 17, 2025, Special City Council Meeting - Executive Session and the March 17, 2025, Regular City Council meeting.

6.2. ORDINANCES

RECOMMENDED ACTION

It is recommended City Council approve the following ordinances on second reading:

- 1. Ordinance No 6068 - 2025 - 07 - Annexation - Simplot**
- 2. Ordinance No 6069 - Zoning Map Amendment - Lot b of Otlit 23**
- 3. Ordinance No 6070 - Zoning Map Amendment - Dawn to Dusk Addition**
- 4. Ordinance No 6071 - Zoning Map Amendment - St. Croix Addition**
- 5. Ordinance No 6072 - 2025 BA - PD Donation**

6.3. ADMINISTRATIVE APPROVALS

RECOMMENDED ACTION

It is recommended City Council ratify the following administratively approved requests:

- 1. Magic City Figure Skating Club to conduct a raffle on April 11, 2025 at The Armory (420 3rd Ave SW).**
- 2. Minot Lions Club to conduct a raffle on June 10, 2025 at Oak Park Shelter #10 (1300 4th Ave NW).**
- 3. Benefit for Howard Lemere to conduct a raffle on March 29, 2025 at The Drop Zone (101 S Main St).**
- 4. Gymagic Gymnastics to conduct a raffle on April 5, 2025 at Gymagic Gymnastics (5645 18th Ave SE).**
- 5. Kiddie Korral 2.0 Childcare Center to conduct a raffle on June 10, 2025 at Kiddie Korral 2.0 Childcare Center (3524 Burdick Exwy E).**
- 6. Christ Lutheran Church Women to conduct a raffle on June 17, 2025 at Christ Lutheran Church (502 17th St NW).**
- 7. Minot Downtown Beautification Association to conduct a bingo from May 5-30, 2025 at Trinity Gift Shop (2305 37th Ave SW).**
- 8. F5 Project to conduct a raffle on April 5, 2025 at the Clarion Hotel (2200 E Burdick Exwy).**
- 9. Special Event Permit for Saul's (105 1st St SE).**
- 10. Special Event Permit for Nola's Lounge (919 Burdick Exwy W).**
- 11. Special Event Permit for Sports on Tap (220 S Broadway).**

6.4. BILLS, TRANSFERS, & PAYROLL

RECOMMENDED ACTION

It is recommended City Council approve the payroll for the period of February 23, 2025, through March 22, 2025, in the amount of \$2,711,078.21 and the bills and transfers for March in the amount of \$6,182,688.50.

6.5. MAYORAL APPOINTMENTS

It is recommended City Council confirm the following appointment:

- **Christine Miller to fill a vacant position on the Minot Housing Authority Board of Commissioners with a term to expire in December 2029.**

6.6. THOMPSON REUTERS ORDER AGREEMENT FOR CLEAR PROFELX
ONLINE INVESTIGATION SOFTWARE

RECOMMENDED ACTION

It is recommended City Council approve the order agreement for Thomsom Reuters CLEAR Proflex and authorize the Mayor to sign the agreement.

6.7. DISPOSAL OF EXCESS EQUIPMENT - FILE CABINETS

RECOMMENDED ACTION

It is recommended City Council approve the disposal of the identified excess equipment, so items can be sold through a local auction.

6.8. TRAFFIC SIGNAL INTERCONNECT AGREEMENT WITH SRT

RECOMMENDED ACTION

1. **It is recommended City Council approve the 5-year contract, starting January 1, 2026, with SRT for increased fiber bandwidth to serve as the City of Minot's signal interconnect system;**
2. **Authorize the Mayor to sign the contract with SRT; and**
3. **Authorize the Traffic Engineer to sign future contract amendments to add new traffic signals, as they become compatible with the City's advanced traffic management system, to the SRT contract.**

6.9. PERKETT DITCH IMPROVEMENTS AWARD OF BID

RECOMMENDED ACTION

It is recommended City Council award Unit 1 of the Perkett Ditch Improvements to the low bidder, Hanson Excavating, Inc., in the amount of \$177,230.00 and authorize the Mayor to sign the agreement.

6.10. ADOPTION OF UPDATED FEDERAL PROCUREMENT POLICY

RECOMMENDED ACTION

It is recommended City Council adopt the updated federal procurement policy.

6.11. MINOT RURAL FIRE DEPARTMENT AUTO AID AGREEMENT - UPDATE

RECOMMENDED ACTION

It is recommended City Council authorize the Mayor to sign the updated Auto Aid agreement between the Minot Rural Fire Department and the Minot Fire Department.

6.12. CDBG WEB SITE POLICY AND PROCEDURES

RECOMMENDED ACTION

It is recommended City Council authorize the Mayor to sign the updated CDBG Website Policy and Procedures.

6.13. TREE REMOVAL FOR 16TH ST SW RECONSTRUCT - FINAL PAYMENT (4780)

RECOMMENDED ACTION

It is recommended City Council approve the final payment to DL Barkie Construction, Inc. in the amount of \$53,740.00.

6.14. JOINT POWERS AGREEMENT WITH MINOT PARK DISTRICT

RECOMMENDED ACTION

It is recommended City Council approve and authorize the Mayor to sign the attached joint powers agreement.

6.15. UPDATED CDBG POLICIES AND PROCEDURES

RECOMMENDED ACTION

It is recommended City Council approve the updated CDBG Policies and Procedures Manual.

6.16. HOME PURCHASE FOR FUTURE FLOOD CONTROL

RECOMMENDED ACTION

It is recommended City Council authorize an appraisal of the property, and begin negotiations to purchase the property and authorize the Mayor to sign the contract amendment with CDM Smith to facilitate the acquisition.

6.17. CHLORINE ANALYZER REPLACEMENT - BUDGET AMENDMENT

RECOMMENDED ACTION

It is recommended City Council approve the purchase of replacement

chlorine analyzers for the total cost of \$20,156.25 and approve a budget amendment on first reading to move funds from water treatment plant maintenance to the capital equipment line item.

**6.18. SUBSCRIPTION TO DECISION BLUE WATER TREATMENT
OPTIMIZATION PLATFORM - BUDGET AMENDMENT**

RECOMMENDED ACTION

- 1. It is recommended City Council approve entering into a one-year service agreement with Fontus Blue for their Decision Blue® platform at the discounted first-year cost of \$24,000;**
- 2. Approve a budget amendment on first reading to move funds to the appropriate line item; and**
- 3. Authorize the Mayor to sign the agreement on behalf of the city.**

6.19. FY2022 STATE HOMELAND SECURITY GRANT- ROUND 2

RECOMMENDED ACTION

It is recommended City Council accept the FY2022 SHSP Grant to harden City Hall and authorize the Mayor sign the document.

**6.20. PSAP ORGANIZATIONAL RESTRUCTURING AND PAY GRADE
REALIGNMENT**

RECOMMENDED ACTION

It is recommended City Council approve the PSAP organizational restructuring and pay grade realignment.

6.21. 2025 WATERMAIN REPLACEMENT - AWARD OF BID (4877)

RECOMMENDED ACTION

It is recommended City Council approve the bid from Wagner Construction in the amount of \$1,655,086.00 for the 2025 Watermain Replacement project and authorize the Mayor to sign the contract on behalf of the City of Minot.

6.22. WARD COUNTY ALL HAZARDS EMERGENCY OPERATIONS PLAN

RECOMMENDED ACTION

It is recommended City Council adopt the Ward County Emergency Operations Plan and authorize the Mayor and assigned department heads to sign.

**6.23. PROJECT MANAGEMENT SOFTWARE PURCHASE - BUDGET
AMENDMENT**

RECOMMENDED ACTION

- 1. It is recommended City Council approve the purchase of Virtual Project Manager;**
- 2. Authorize the Mayor to sign the service agreement on behalf of the City; and**
- 3. Approve the budget amendment to move funds between line items in the Water Distribution budget.**

6.24. CASE #2025-12 - CLAUSON ADDITION - MINOR PLAT

RECOMMENDED ACTION

It is recommended City Council approve the proposed minor subdivision plat as provided in Attachment A.

6.25. CITY TRANSIT RESOLUTION APPROVAL FOR FEDERAL FINANCIAL ASSISTANCE

RECOMMENDED ACTION

- 1. It is recommended City Council under *49 U.S.C. Chapter 53, title 23, United States Code*, grant the Transit Superintendent the approval authority to file various applications with the Federal Transit Administration;**
- 2. Authorize the Transit Superintendent to execute grant and cooperative agreements with the Federal Transportation Administration on behalf of the City;**
- 3. Approve the Transit Superintendent to file the Annual Certifications and Assurances documentation along with other Federally required documentation; and**
- 4. Authorize the Mayor and staff to sign all applicable documentation.**

6.26. 2025 WASHINGTON SRTS CONSULTANT SELECTION (4720)

RECOMMENDED ACTION

- 1. It is recommended City Council select Moore Engineering as the most qualified consultant;**
- 2. Authorize the City Engineer to negotiate a scope and fee; and**
- 3. Authorize the Mayor to sign the agreement.**

6.27. 2025 WASHINGTON SRTS - AWARD OF BID (4720)

RECOMMENDED ACTION

- 1. It is recommended that Council award the bid for the 2025 Washington SRTS project to the low bidder, Keller Paving & Landscaping Inc., in the amount of \$847,066.33, contingent upon the NDDOT's review of DBE requirements; and**
- 2. Authorize the Council President to sign the agreement upon concurrence of award from the North Dakota Department of Transportation (NDDOT).**

6.28. TRAFFIC CONTROL CHANGE AT THE INTERSECTION OF 8TH STREET SE AND RIVERSIDE DRIVE

RECOMMENDED ACTION

It is recommended City Council pass an ordinance to add stop control for 8th Street SE at its intersection with Riverside Drive.

6.29. NDDOT COST PARTICIPATION AND MAINTENANCE (CPM) AGREEMENT FOR PUPPY DOG COULEE BROADWAY CULVERT REPLACEMENT (4749)

RECOMMENDED ACTION

It is recommended City Council approve the CPM agreement with the NDDOT and authorize the Mayor to sign the agreement.

6.30. 2024 BEL AIR & WASHINGTON SAFE ROUTES TO SCHOOL (SRTS) PROJECT - FINAL PAYMENT (4577)

RECOMMENDED ACTION

It is recommended City Council approve the final payment of \$5,519.19 to be paid to the North Dakota Department of Transportation and authorize the Mayor and Finance Director to sign the final certification of local match.

6.31. US 2-42ND ST SE AND US 83 BYPASS CHIP SEAL FINAL PAYMENTS TO NDDOT (4724, 4725)

RECOMMENDED ACTION

It is recommended City Council approve the final pay applications for both projects and pay the NDDOT \$474.23 and authorize the acting Mayor and Finance Director to sign the final certification of local match.

6.32. CITY TRANSIT TITLE VI UPDATE APPROVAL

RECOMMENDED ACTION

1. It is recommended City Council approve the updates to MCT's Title VI program;
2. Authorize the Staff to make minor corrections as needed for state and federal submission requirements;
3. Approve Staff to submit the updated MCT Title VI program to appropriate state and federal entities; and
4. Authorize the Mayor and staff to sign applicable documentation.

6.33. BIDDING 2025 HIGH-SPEED PLOW ACQUISITION PROJECT (2025500000/AIP 3-38-0037-076-2025)

RECOMMENDED ACTION

It is recommended City Council authorize City staff to advertise and solicit bids for the 2025 High-Speed Plow Acquisition project.

6.34. APPROVE A BUDGET AMENDMENT FOR THE FY2023 SHSG GRANT TO TRANSFER FUNDS BETWEEN CAPITAL AND OPERATING

RECOMMENDED ACTION

It is recommended City Council approve the proposed budget amendment on first reading for the FY2023 SHSG grant.

7. ACTION ITEMS

7.1. LEASE AGREEMENT WITH OISHII RAMEN

RECOMMENDED ACTION

It is recommended City Council approve the counter to the lease and authorize the Mayor to sign.

7.2. MASTER SERVICES AGREEMENT WITH FLOCK GROUP INC. FOR FLOCK SERVICES

RECOMMENDED ACTION

It is recommended City Council approve the Master Services Agreement with Flock Group Inc. and authorize the Mayor to sign the document.

7.3. APPROVAL OF 2026 BUDGET SCHEDULE

RECOMMENDED ACTION

It is recommended City Council approve the 2026 budget schedule.

7.4. ND ENERGY CONSERVATION GRANT (LED LIGHTING) APPROVAL WITH BUDGET AMENDMENT

RECOMMENDED ACTION

1. It is recommended City Council ratify the acceptance of the ND Energy Conservation Grants;
2. Approve the budget amendment on 1st reading; and
3. Authorize staff and the Mayor to sign applicable documentation.

7.5. ORDINANCE AND BUDGET AMENDMENT - TOBACCO HEARINGS

RECOMMENDED ACTION

It is recommended City Council approve the attached ordinance on first reading and authorize payment to be made prior to the second reading.

7.6. APPROVE BUDGET AMENDMENT FOR EMPLOYMENT INVESTIGATION SERVICES

RECOMMENDED ACTION

It is recommended City Council approve the budget amendment for employment investigation services on first reading and approve the payment for services rendered prior to second reading of the budget amendment.

7.7. PROPERTY TAX EXEMPTION RESOLUTION FOR CHILDCARE CENTERS

RECOMMENDED ACTION

It is recommended City Council adopt the attached resolution related to property tax exemptions on Childcare Centers.

7.8. 2025 AIRPORT PASSENGER FACILITY CHARGE (PFC) APPLICATION

RECOMMENDED ACTION

1. It is recommended City Council approve the 2025 Passenger Facility Charge (PFC) Application and SEH Proposal to be conducted by Short Elliott Hendrickson Inc. (SEH);
2. Approve the attached BA on the first reading; and
3. Authorize the Mayor to sign the agreement.

7.9. ALCOHOLIC BEVERAGE LICENSE

RECOMMENDED ACTION

It is recommended City Council approve the Ironwood Hospitality, LLC dba the Beowulf Grill (1912 Valley Bluffs Dr Se) Private Golf Course license for April 7, 2025 to December 31, 2025.

8. PERSONAL APPEARANCES
9. MISCELLANEOUS AND DISCUSSION ITEMS
10. ADJOURNMENT

Proclamation

Mayor Proclaims April 8th as Bishop Ryan Boys Basketball Team Appreciation Day

WHEREAS, Minot’s Bishop Ryan Catholic School is a private Roman Catholic educational institution that was established in 1958 with a motto of “Inspired Minds. Faithful Hearts. Lives of Virtue,” and provides foundational religious education to its students as well as extra-curricular opportunities and lifelong lessons to its students, faculty, and staff members and

WHEREAS, Bishop Ryan Catholic School has a storied history of excelling in athletic competition, including winning district, regional, and state titles in different sports, including winning the 2025 State Class B Boys Basketball Championship on March 22; and

WHEREAS, the athletes who make up the 2025 team include Jack Passa, Hayden Seay, Macksen Shean, Jett Lundeen, Ramsey Walz, Izaac Strandlien, Boden Erck, Peyton Seay, Paxton Schwan, Benjamin Brown, Treyson Christianson, Justice Lundeen, Tytan Lundeen, Joshua Franks, Cohen Schneider, Gryphen Leier-Wangler, Miguel Gonzalez, and Aidan Elm; and

WHEREAS, the team is led by head coach Broderick Bosch, assistant coaches Benjamin Bohl and Tyler Barnes, and manager Clay Fegley;

NOW, THEREFORE, DO I, Mark Jantzer, Acting Mayor of Minot, North Dakota, hereby proclaim April 8, 2025, as Bishop Ryan Boys Basketball Team Appreciation Day and encourage Minot residents to recognize and celebrate the team for its championship season and its commitment to excellence in not only sports, but in providing outstanding religious education opportunities for students in the Minot area.

Mayor Proclaims April 8th as Bishop Ryan Boys Basketball Team Appreciation Day

Mark Jantzer, Acting Mayor, City of Minot

City of Minot City Clerk

Proclamation

City of Minot Mayor Proclaims April as Month of the Military Child

WHEREAS, April is designated as the Month of the Military Child to highlight the important role military children play throughout the armed forces community; and

WHEREAS, the 2024-2025 school year includes the 38th anniversary of the Month of the Military Child, which was established in 1986 by former Defense Secretary Caspar Weinberger; and

WHEREAS, the City of Minot has created a strong relationship with the men and women of Minot Air Force Base that benefits our community, our region, our state, and our great nation; and

WHEREAS, military families and their children continue to make our community a more diverse, stronger, and more resilient place to call home, find successful careers, and raise a family; and

WHEREAS, the City of Minot encourages area schools, administrators, teachers, and staff members to recognize military children and to stress the importance of providing children of military families with quality educational opportunities, services, and support to help them achieve success during their years in the mobile military lifestyle.

NOW, THEREFORE, I, Mark Jantzer, Acting Mayor of the City of Minot, do hereby proclaim April as Month of the Military Child in the City of Minot and urge all residents to recognize the important role that military family members serve in the continued protection of our country, and to applaud military families and their children for the sacrifices and challenges they overcome on a daily basis while a family member serves in the armed forces.

Mayor Proclaims April as Month of the Military Child

Mark Jantzer, Acting Mayor, City of Minot

City of Minot City Clerk

Proclamation

Mayor Proclaims April 17 as Leif Snyder Appreciation Day

WHEREAS, Leif Aaron Snyder was born in Minot on April 17, 1973, and spent his life as an active member of the Minot community in many ways, including through coaching hockey, his various places of employment, and having a soft spot in his heart for all animals and their protectors; and

WHEREAS, Leif worked diligently to see life and situations through a different lens and with a sense of humor, including encouraging others to challenge themselves to embrace their own unique traits; and

WHEREAS, Leif was a tireless advocate for his fellow North Dakotans, most notably the residents of Minot, and was a willing and supportive voice for those with disabilities, whom he encouraged to pursue their dreams and goals despite any hardships brought on by disabilities; and

WHEREAS, Leif challenged himself and others to stay involved in the Minot community, including holding local government entities accountable, and creating and maintaining relationships with residents and local officials even if they have different viewpoints than yours;

NOW, THEREFORE, DO I, Mark Jantzer, acting Mayor of Minot, North Dakota, hereby proclaim April 17, 2025, as Leif Snyder Appreciation Day, and encourage Minot residents to live life like Leif by not worrying about what other people think of you for doing the right thing, never passing up an opportunity to speak up for yourself, utilizing your time wisely by never taking life for granted, standing strong in your values, never turning away from someone in need, always cherishing life, committing to making life better for others, and loving your community through your actions, your thoughts, your ideas, and your words, or as Leif was fond of saying, “Hear me out.”

Mayor Proclaims April 17 as Leif Snyder Appreciation Day

Mark Jantzer, Acting Mayor, City of Minot

City of Minot City Clerk



TO: Acting Mayor, Mark Jantzer
Members of the City Council

FROM: Harold Stewart, City Manager

DATE: April 7, 2025

City Manager:

City manager attended the North Dakota League of Cities Spring Workshop and the Association of Defense Communities Annual Conference in Washington DC. At the ADC Conference items of discussion and presentation included: response to and the impacts of the current administration's directive to reduce spending and efficiency; need for support for power/energy as backup for installations; workforce and retention challenges; and continued need of support in communities for military personnel.

Council and staff also completed the first series of Neighborhood communication meetings. Attendance by citizens was light but increased over the meetings.

Staff has also recently completed First Amendment Audits training to assist with proper customer service while protecting the rights of citizens exercising their First Amendment rights.

Meetings attended included: Annual MACEDC meeting; Central Dakota MPO Policy Board monthly meeting; legislative update meetings; and various internal and external meetings regarding projects and issues.

Engineering
City Engineer, Lance Meyer

- In March, the Department issued 3 right of way permits and attended 3 DRT meetings.
- In March, the Traffic Division completed the following notable tasks:
 - Yearly regional sign replacement
 - Load limit sign installations
 - 11 after-hour calls.

Current Projects

- Staff is working on Phase 2 of the Wayfinding project which will address the five entry monuments and increased signage for the downtown parking ramps.
- Staff has paused work on the Safe Streets and Roads for All (SS4A) Comprehensive Safety Action Plan project until previously approved federal funding has been allocated.

- Storm Sewer District 124 design is complete. Easement and land acquisitions discussions have begun. The project is currently stuck in permitting with USACE regarding wetland permitting. The district will be brought to council in the coming months.
- The 16th Street Interchange Improvement project design is complete. The project will now wait for a fall NDDOT bid letting.
- 3rd Street and Central Avenue Reconstruction consultant is building their scope and fee for staff review.

2025 Capital Projects

- 16th Street Reconstruction – Phase 1 was bid and awarded in March. Park Construction was the low bidder. Once contracts are in place, the contractor will provide a schedule.
- SSD 121 – Puppy Dog Coulee storm sewer project will begin construction in mid-April. Council has authorized eminent domain against one property. An agreement was filed with the court for the city to take possession of the easements needed for the project with a court date to discuss compensation at a later date. The city is awaiting a court date to be scheduled.
- 3rd Street Bridge Repair project is in final design based on the direction given by the council.

2025 Maintenance Projects

- 2025 Patching, Sidewalk, Curb & Gutter, Microsurfacing, Street Seal, and Street Improvement projects were all bid and awarded in March. They were all below the engineers' estimate.
- Favorable bid prices have allowed us to design additional maintenance work for 2025. That project is slated to be bid and awarded in May.
- The contractor for the 2024 Signal Cabinet Improvement and 2025 Signal Improvement is procuring material, construction is slated for the summer/fall of 2025.
- 2025 Pavement Markings were bid and awarded in March.

**Minot International Airport
Director, Jennifer Eckman**

Statistics – (Additional statistics can be found here: (<https://www.motairport.com/260/Statistics>))

- The month of February saw growth of passengers from February last year. The extreme cold weather in early February and again in mid-February caused a number of flights to be delayed and cancelled. This resulted in a small dip from January's numbers. Load factor, the percentage of seats filled, remained stable for the month, but much lower than last year. The airlines are bringing in larger aircraft and that can be attributed to the trend in load factor. Concessions, parking, and rental car revenue remained strong through the month. Tower operations were low, once again the multiple days of extreme cold temperature may have a lot to do with this number.

Staffing and Training

- Staffing –
 - Facility Technician I was hired in February and has been training during the various shifts.
 - The Office and Administrative Specialist position was filled in late February.
 - Two Lead positions, one for Operations and one for Facilities, were posted. The Operations Lead position was filled in late February. Facility Lead position will remain unfilled at this time.
- Training and City P.R.I.D.E. –

- PRIDE Employee Recognition Committee – Airport Operations team member represents the Airport. Due to shift work the Airport's representative has not been able to attend the regular meetings.
- City Safety Committee – The Airport Safety and Security Specialist, a Facility Tech and an Operations Tech represent the Airport on this committee.
- AAAE Accreditation – Airport Operations and Maintenance Manager sat for the final interview and successfully earned the designation of Accredited Airport Executive, A.A.E.
- AAAE/NEC International Snow Symposium– The Airport Operations and Maintenance Manager has been nominated and accepted as a member of the planning committee, serving a three-year term to help plan and coordinate a successful conference in Buffalo, NY each spring.
- AAAE GLC Airports Conference – The Airport Operations and Maintenance Manager participates on the planning committee for the annual conference held each October.

Equipment

- Vehicles and Snow Removal Equipment (SRE) –
 - Unit 347 (Older Toro) - Went to City shop in Sept. 2024 due to PTO shaft bearing inoperable. Waiting to repair in Spring 2025.
 - Unit 303 (Older tractor) – Power steering pump leak. Waiting on parts at City shop. Has been out of service since October 2024.
 - Unit 322 (Old Oshkosh snowblower) – Moved to boneyard for auction in spring.
 - Unit 317 (Cat Loader) – Sectional plow attachment needs new parts; Installed new flasher/blinker light cover
 - Unit 318 (Toolcat) – Sand mount frame bent
 - Unit 325 (Plow) – Small plow caster tire blew, valve stem repaired
- Airside Equipment –
 - Airside Electrical Generator – The radiator continues to have a slow leak. We are looking to see if it can be sent out for service this year or consider tying it into terminal generator for back-up.
 - Jet bridges – The jet bridges continue to show wear and tear. HVAC systems are showing their age. The airport team continues to coordinate the repairs with airlines.
 - Jet bridge 3 – Replaced bad thermostat; Bad safety switch stuck open due to icy conditions.
 - Main windsock – Due to the age of the main windsock, there is significant wear to the point of concern. Airport admin has obtained additional quotes from local contractors with the goal to have it repaired in 2025.

Facilities

- Commercial Terminal –
 - Fire Alarm – Bids were opened in July to replace the fire panel. Waiting for components to complete the system install. Final completion took place in February.
 - Overhead Gate at Restaurant - The gate no longer slides on its tracks correctly. The airport team has requested quotes from various vendors and has funds budgeted for replacement in 2025.
 - Furniture – Fabric has been received and upholstery of seating has begun in phases through a local provider.
 - Terminal doors - The doors continue to have regular maintenance issues arise. The airport team budgeted one set for replacement in 2025.
 - Dedicated Outside Air System (DOAS) – Defective motor shipped to Bismarck to be rebuilt.
 - Boiler #2 – Failed motor and control panel. Repairs in work.
 - Received PM contract for mechanical systems.
 - Shattered window pane in hold room. Install completed in February.
 - Vestibule entries 1 & 3 had multiple failed motors. Worked with contractors for solution. Pulled new wiring for vestibule 1: Motor back online. Estimated completion date for vestibule 3 is unknown.

- Fire within airline leased space. Working through insurance requirements for repairs.
- Snow removal for multiple snow events and extreme cold.
- Natural gas leak. Main gas line leaking at fittings. MDU/FD notified. Leak repaired immediately.
- Held after action/debrief with staff and tenant regarding fire incident and response.
- General Aviation Terminal -
 - Requested quotes from three painting contractors for FAA and TSA spaces. Received one. Considering completing the work in-house.
- SRE –
 - Monthly equipment inspection and maintenance conducted
 - Monthly inventory conducted
 - Monthly fire extinguisher inspections conducted
 - Monthly NOTAM telecom
 - Quarterly overhead door inspection and maintenance
 - SRE makeup heater – Two of four are down due to bad fan motors
- Landside –
 - Rental car parking lot lighting – Located a bad light pole causing breaker to trip
 - Storm drains opened for improved flow
 - Leaking fire hydrant by Station #3.
 - Fence line clean up
- Airside –
 - Tie downs on the GA apron have begun to heave in some areas. Quotes were received at much higher costs than anticipated. Airport staff will wait until the spring for new bids and hopeful lower costs.
 - Wetland mitigation/drainage improvement project is reached substantial completion. Some work remains and will be completed in 2025.
 - Fuel farm - Jet A flow indicator blew out. Temporary fix in place with replacement on order. Waiting on warmer weather to complete installation.

Community Engagement

- Social Media – For the month of February the post with the greatest reach was on February 11, 2025. The post was part of the Real ID campaign giving examples of IDs which are compliant. This campaign is reminding customers that the TSA will require Real ID compliant identification starting on May 7, 2025.
- Airport Community Meeting – The monthly meeting with the tenants was held the first week of the month.
- Local Emergency Planning Committee (LEPC) – Airport staff participates in LEPC activities.
- Airport Association of North Dakota (AAND) – Airport Operations and Maintenance Manager is on the board.
- Service Organizations – Rotary - The Airport Operations and Maintenance Manager participates in Rotary.
- Minot Area Chamber EDC Committees – Airport Director participates in the Infrastructure, Energy, and Military Affairs committees and serves as an honorary commander of the 5th Logistical Readiness Squadron.
- American Association of Airport Executives – Airport staff participates in a variety of subcommittees and working groups within this organization and its Great Lakes Chapter.

Human Resources
Tom Joyce, Interim Director

- Organizational Efficacy Project update: Interviews with City staff leadership/department heads are complete; focus groups with other city staff underway.
- Civil Service Commission update: The Civil Service Commission met on March 19th, ratifying 1st quarter employment lists and approving a new testing procedure for the lead public service telecommunicator role (i.e., dispatch shift supervisor); and met on April 1st to hear a grievance from two police officers over a discipline issue, reducing the discipline from a 2-day suspension to a letter of reprimand for each officer.
- A New Employee Orientation (NEO) was held on March 10th, where the City Manager and Assistant City Manager welcomed new city employees and discussed the City's Mission, Vision, Aspirations and PRIDE values with them, their supervisors, and department heads.
- The HR team facilitated the City's first Management Communication Information meeting at the Municipal Auditorium on March 11th with 60 attendees and numerous others attending via Teams. Topics addressed include the "new" NEO process, training on how to use ADP (our HR management information system) to develop individual 2025 performance goals nested with our organizational goals/PRIDE values, and an update on process improvement & innovation from four of our recent trainees.
- The HR safety subject matter expert provide a Quarterly Safety Management Program Review/Update to the City Staff executive team at the March 31st Department Head meeting.

Fire Department
Chief Kelli Kronschnabel



Fires reported in the month..... 6

- Structure Fires: 3
- Outside Rubbish Fire: 3

2025 Monthly Fire Counts Year to date Total: 16

Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec
7	3	6									

YTD Dollar loss attributed to fire..... \$68,000

Total incidents reported for the month: 465

Fires	Overpressure ruptures, etc	EMS	HAZMAT	Service Call	Good Intent Call	False Alarm	Severe Weather	Special Incident Type
6	0	359	11	14	31	44	0	0

Injuries and Fatalities Caused by Fire	Month	Year to date
Civilian Fire Casualties	0	0
Civilian Fire Injuries	1	1
Fire Service Injuries	0	0

Update from Chief's Kronschnabel's office:

As of March 31, crews have responded to 465 calls for service, including 359 EMS calls. This marks another busy month as we continue serving the community.

March also brought several key events and training opportunities. Our battalions completed their annual physicals, ensuring our firefighters are in peak condition. Crews engaged with the community during Family Story Day at the Minot Public Library and provided fire extinguisher training at Trinity. Additionally, daycare inspections were conducted to ensure safety standards are met.

Neighborhood meetings were another focus this month. We hosted the first meeting at Station 4 and later participated in a session at the Minot Public Library, where we provided a hands-only CPR demonstration and discussed our EMS Bike Patrol initiative.

Looking ahead to April, we're gearing up for the 7th Annual Guns 'N Hoses Charity Hockey Game on April 19. This year, proceeds will support Tyanna Weeks and her family, and we encourage everyone to attend and contribute to this important cause.



Central Dispatch Report March 2025

2025 Monthly Call Counts

Emergency calls: 1,313

Non-Emergency calls: 5,970

Total calls: 6,238* (*Feb 26 - March. 24)

Jan.	Feb.	Mar.	Apr.	May	Jun.	Jul.	Aug.	Sep.	Oct.	Nov.	Dec
9,667	7,283	6,238									

2025 Monthly Call Types (All Ward County Law Enforcement)

Traffic Stops	Domestics	DUI	Judicial Order Violation	Disorderly Conduct	Assist Public	Accidents	Welfare Checks
1,149	63	17	16	109	186	111	148

March 2025 Calls by Agency

Minot PD	Minot Fire	Trinity First Response	Ward County Sheriff	Highway Patrol	Minot Rural Fire	Total Ward County Agencies
2,261	349	707	1,392	31	38	4,880

Update from Margaret Haugan's office:

The Minot Central Dispatch Team had a busy month! Our telecommunicators attended staff meetings, participated in valuable training opportunities, and toured other PSAPs across the state.

We're excited to share that our three newest dispatchers have completed their classroom training and are now on the floor, working with trainers and taking calls. They are doing an outstanding job, constantly learning and developing within the field of telecommunications. Additionally, three more dispatchers are wrapping up their Capstone phase of training and are expected to be released from training in the near future.

As we prepare for budget season, we're discovering just how much planning goes into the process. With many new factors to consider for the upcoming year, we are gathering input from our team to help shape the future of our organization.

We continue to grow under the leadership of the Fire Department, adapting to new structures and challenges. It has been both a learning experience and an adventure, and we look forward to furthering our development.

Through it all, our focus remains unwavering: to support first responders and ensure the safety and security of our community—because it all starts here.

Public Information
Communication and Engagement Manager Jennifer Kleen

Highlights and Takeaways

- In March, our office assisted Water Department crews with getting the word out about a series of water breaks in different areas of the city. A few of these breaks didn't impact traffic, as they happened in an alley and behind two businesses but not on a major roadway. One breaks, however, had major impacts on traffic in northwest Minot, so we assisted in getting the word out to motorists to avoid that area while repairs were made. Water crew has been great in letting us know when breaks happen and when the work is completed.
- Communication and Engagement Manager Jennifer Kleen organized and conducted four neighborhood meetings designed to bring City staff and officials to various quadrants of the community. The meetings were held at Fire Station 4, the recycling transfer facility, a downtown location, and the Minot Public Library, and discussed code enforcement, recycling, the City's snow plan, and public safety and the future of the Minot Police Department building.
- We worked with the Sanitation Department in March to inform the public about the opening of the City's compost sites, and we assisted the Street Department with letting the public know that street sweepers have begun their work for the season.
- Construction season will begin soon, and our office has already attended a pre-construction meeting for the Puppy Dog Coulee project, which will begin in mid-April. This project will require the dispersal of a lot of information the public, as it will impact traffic around Dakota Square Mall. We will work with the Engineering Department to make sure the public remains informed of construction schedules and traffic impacts.
- Communication Specialist Bryan Obenchain is part of a four-person group that is planning this year's Public Works Week open house event. The group has been working to gather donations of food, drinks, door prizes, and other items for the open house that will be held at Public Works.
- Communication Specialist Bryan Obenchain attends the monthly Public Works superintendents meeting and regular utilities and operations meetings, which provides a wealth of background information about upcoming projects, etc. These meetings are a great way to keep up to date on what's happening in the various Public Works departments, and Bryan regularly gets story ideas and social media post ideas from the attendees at these meetings.

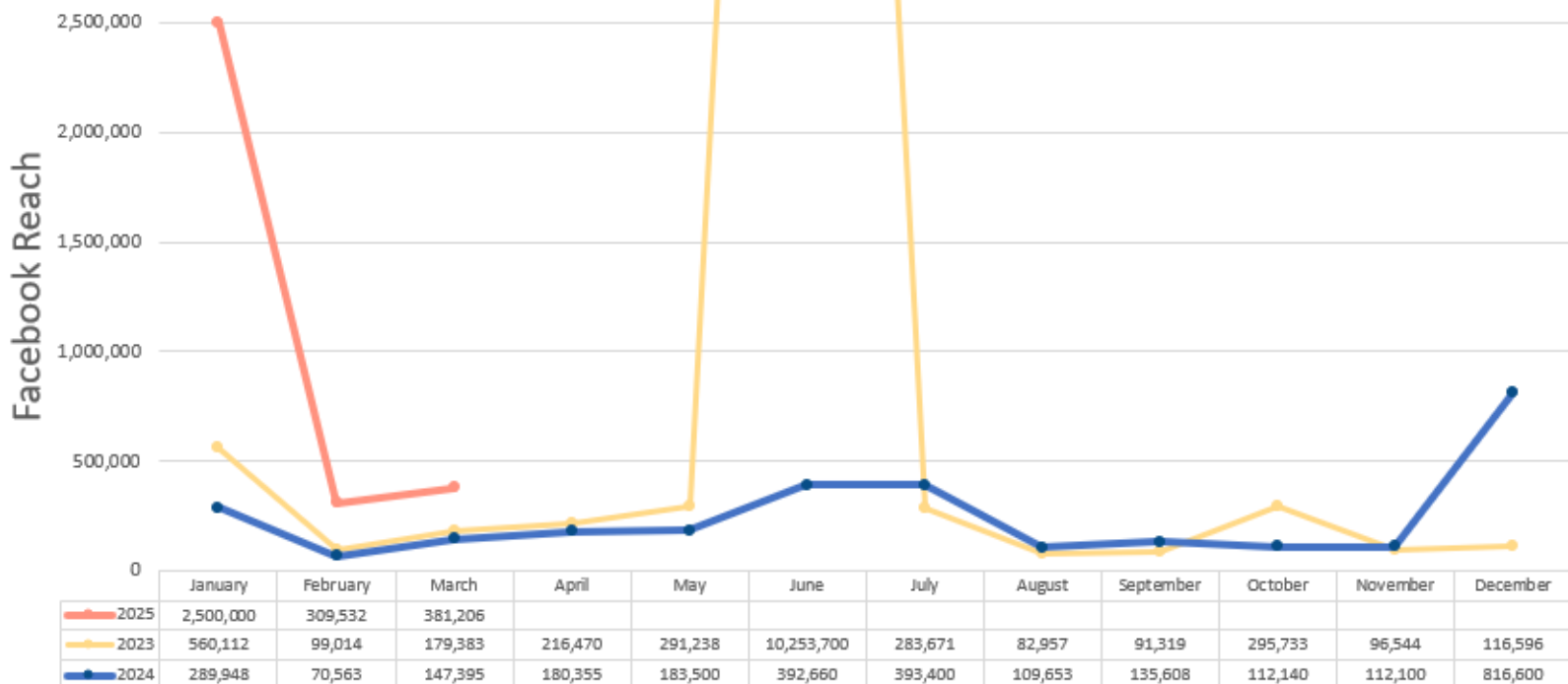
All three PIO employees monitor public input on the City's social media channels, and answer as many questions and concerns as possible. We appreciate the help from employees in all departments who provide us with facts and information so that we can relay that to the residents who are asking questions or expressing concerns. We try to answer everyone's questions as best we can, while providing factual, up-to-date information.

City of Minot

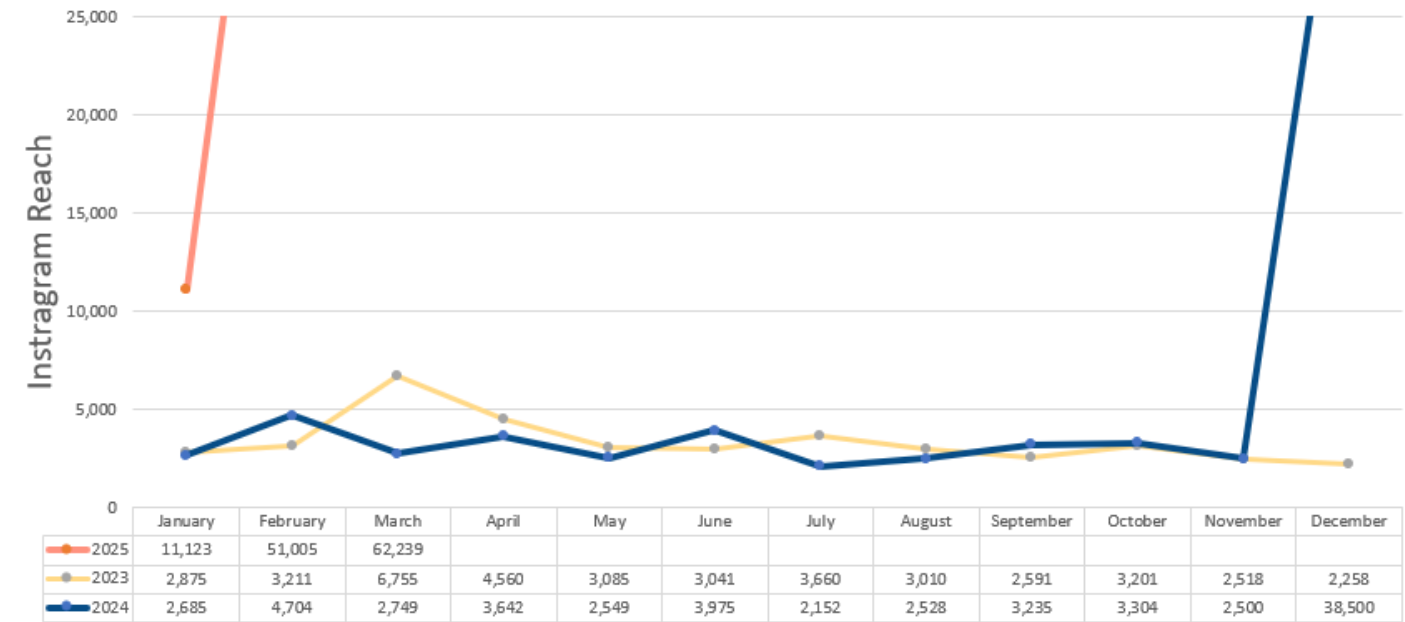
MARCH 2025 SOCIAL MEDIA FOOTPRINT



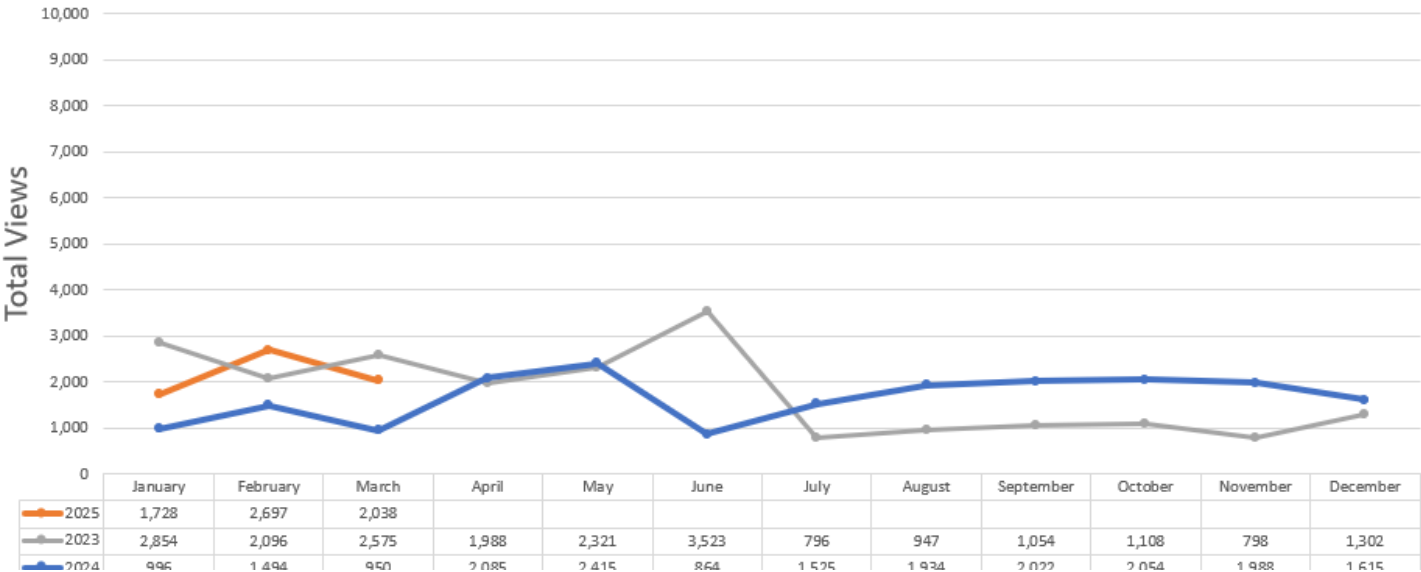
Facebook Reach Month by Month



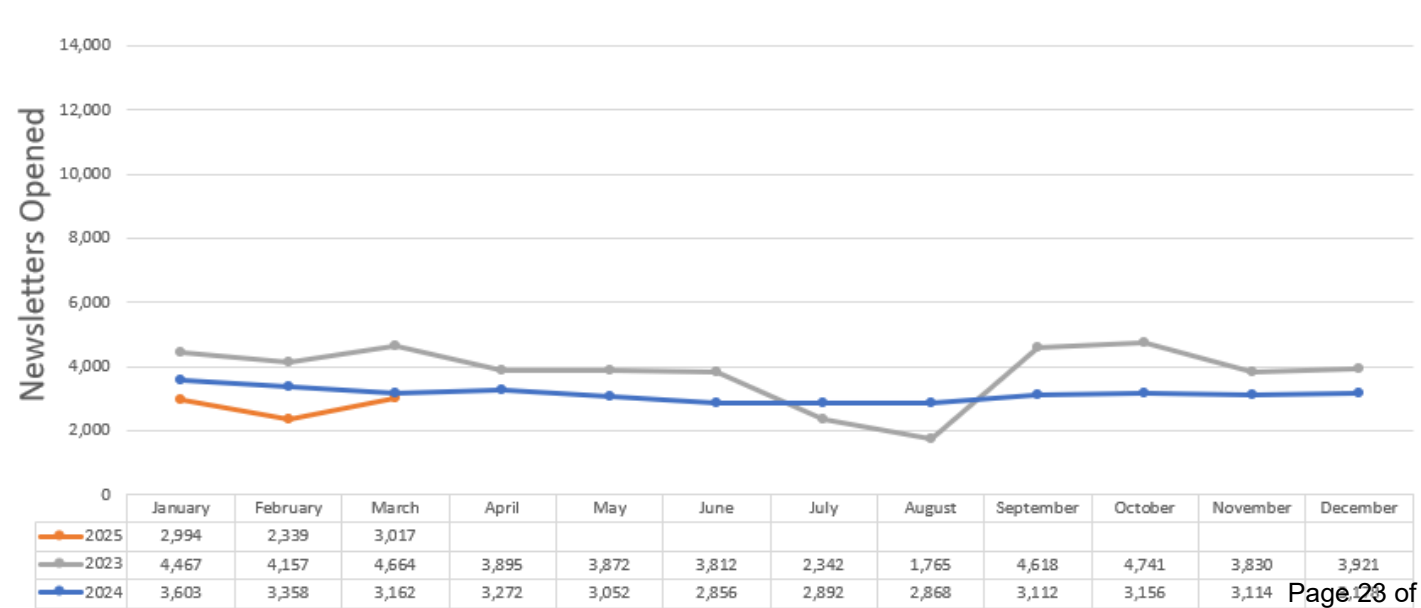
Instagram Reach Month by Month



YouTube Views Month by Month



Newsletter Opens Month by Month



Public Information

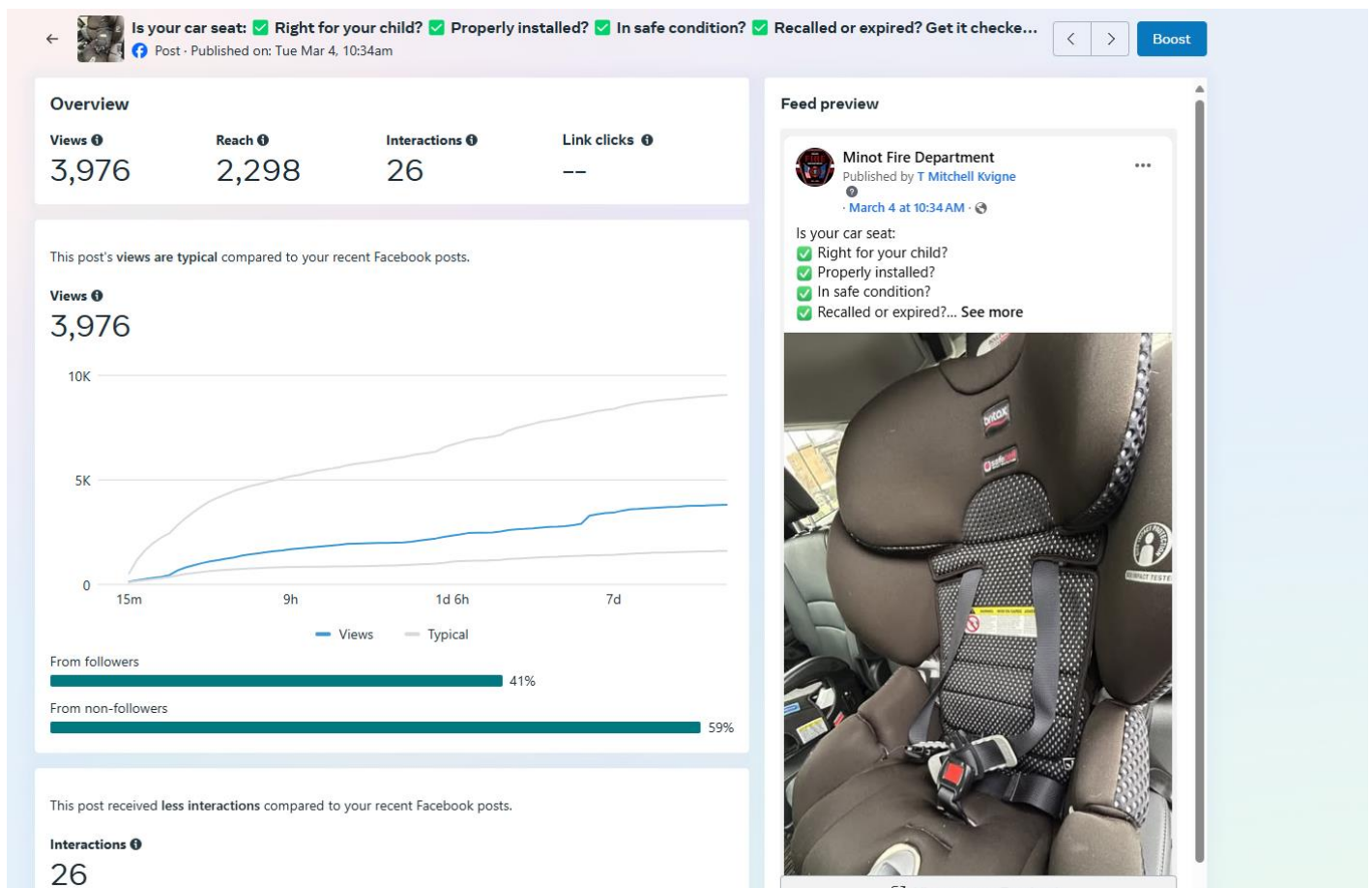
Public Safety Information & Outreach Officer – T Kvigne

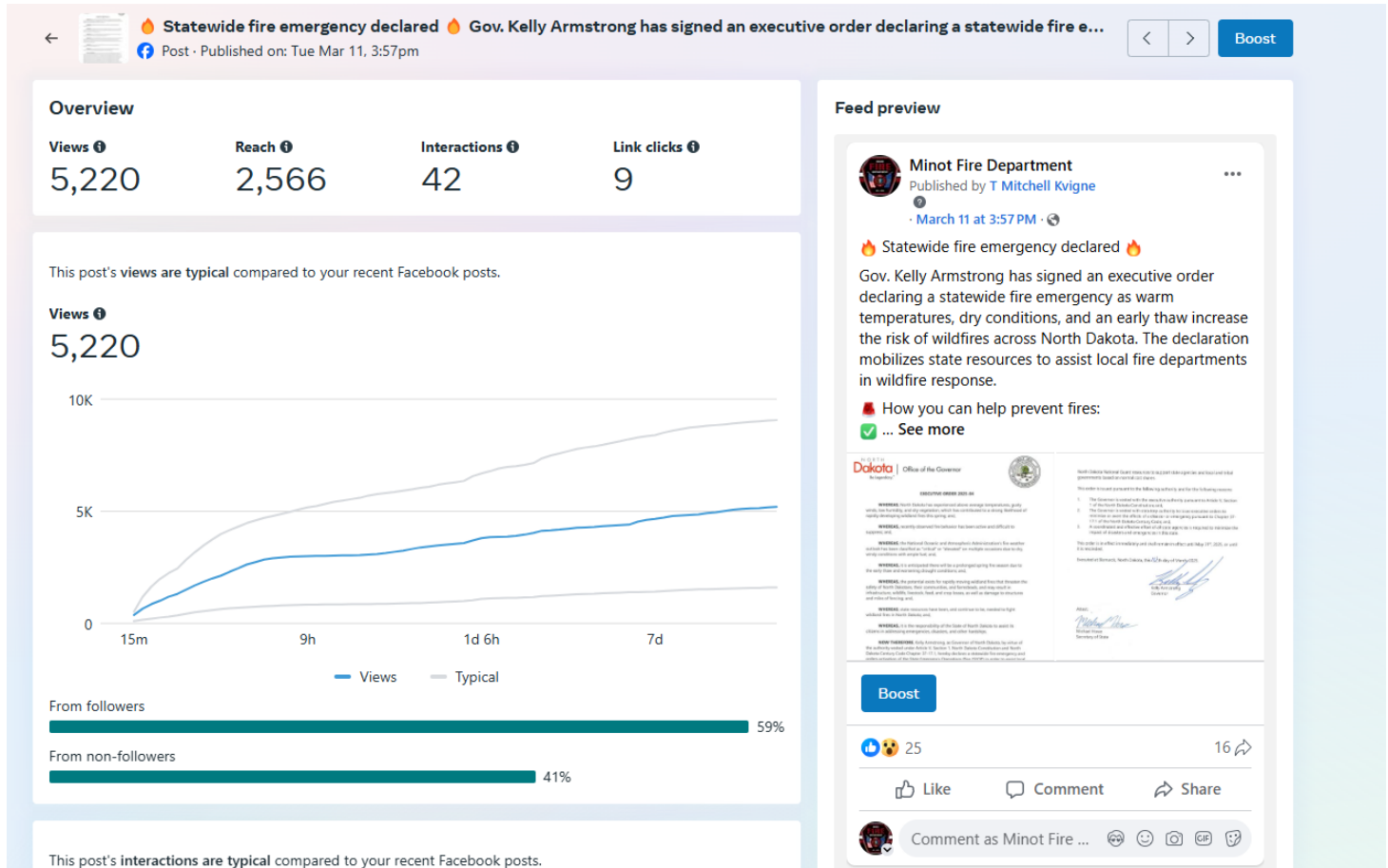
Fire Department

Current Follower counts

- **Facebook**
 - 4,806
- **Instagram**
 - 340
- There were zero media releases issued for fires in the month of march.
- In March we gained 20 new Facebook followers, but lost 5 for a net of 15, and we gained 5 new followers on Instagram. Our total Facebook reach was 6.5K which is down 74% from February. We amassed 26,862 views on Facebook. Our Instagram had a reach of 257 and 1,206 total views, both an increase from February.

Our top performing posts for Facebook:



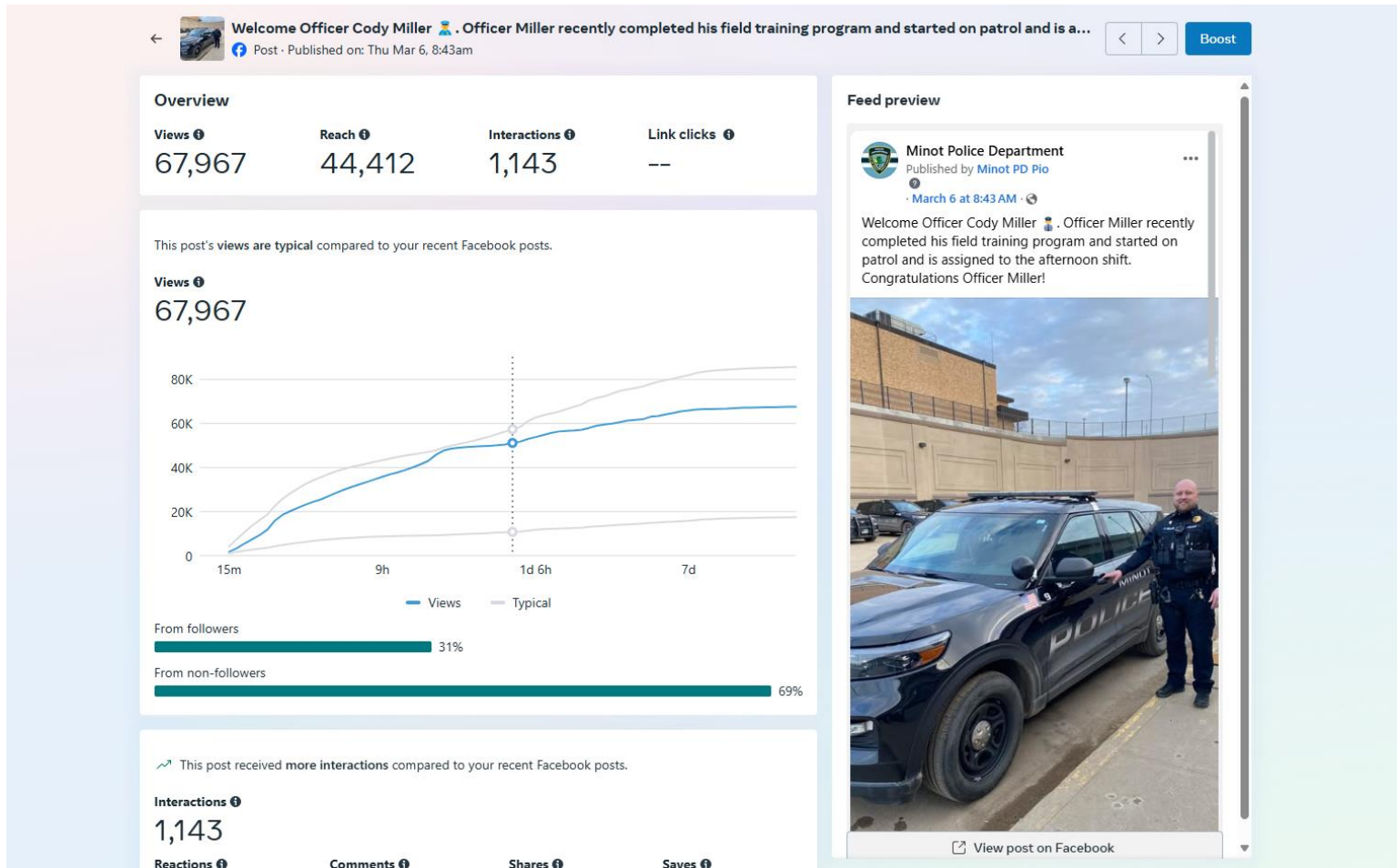


Police Department

Current Follower counts

- **Facebook**
 - 23,060
- The following media releases were issued:
 - Tuesday, March 4 – Arrest for Child Abuse
 - Monday, March 10 – Suspect Arrested for Weapons Incident
 - Tuesday, March 11 – Fentanyl Distribution Arrest
 - Friday, March 14 – Armed suspect/Hostage Situation Arrest
 - Monday, March 17 – Downtown Burglary Arrest
 - Tuesday, March 18 – Deceased Male in SW Minot (Facebook only)
 - Monday, March 31 – Pedestrian stuck by motor vehicle
- We had a post about a spoofing scam attempt, where people were reporting getting a call from what appeared to be the Minot Police Department.
 - 19,908 views and a reach of 10,858
- First solo shift welcome post for Officer Cody Miller.
 - 67,967 Views and a Reach of 44,412
- Also had our Annual Awards Ceremony, Officer Hugg received an Eagle Award nomination, and we created a Minot Animal Pound Services Facebook page in collaboration with SVAS to ensure that we are doing our best to reunite pets and owners.
- Our Facebook reach for the month of January was 169,253 (a 119% increase) with a total number of views at 1,107,864 (an 87% increase) we also gained 239 new followers. We had 37,500 visits to our Facebook page.

- Our top performing posts (not including media releases) for February are attached below: Officer Cody Miller First Shift Post, Officer Hugg Eagle Award Post, and lastly, annual award ceremony post.

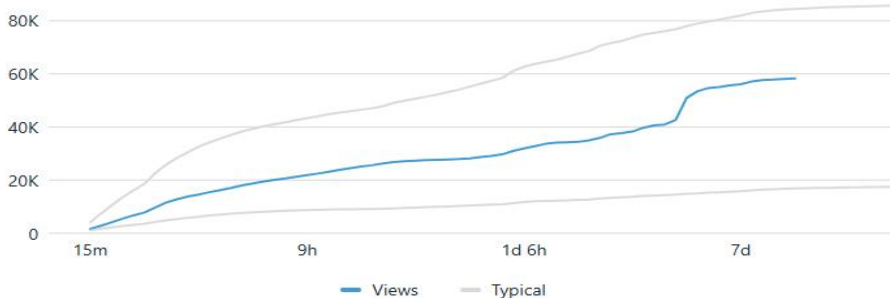


Overview

Views ⓘ 58,431 Reach ⓘ 38,958 Interactions ⓘ 803 Link clicks ⓘ 2

This post's views are typical compared to your recent Facebook posts.

Views ⓘ
58,431



From followers

32%

From non-followers

68%

This post received more interactions compared to your recent Facebook posts.

Interactions ⓘ
803

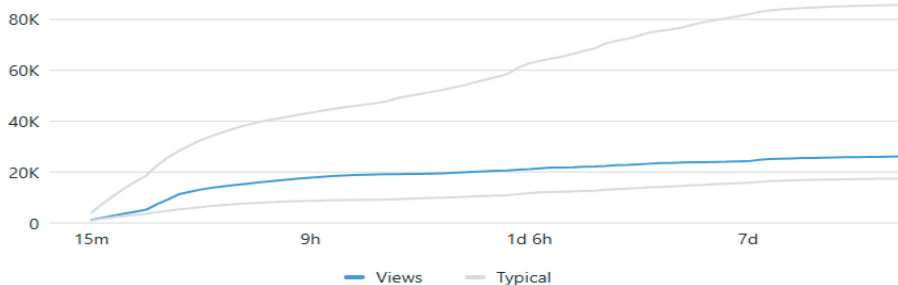
Reactions ⓘ 703 Comments ⓘ 79 Shares ⓘ 20 Saves ⓘ 1

Overview

Views ⓘ 26,258 Reach ⓘ 14,027 Interactions ⓘ 537 Link clicks ⓘ 1

This post's views are typical compared to your recent Facebook posts.

Views ⓘ
26,258



From followers

66%

From non-followers

34%

This post's interactions are typical compared to your recent Facebook posts.

Interactions ⓘ
537

Reactions ⓘ 473 Comments ⓘ 53 Shares ⓘ 11 Saves ⓘ 0

Feed preview



Minot Police Department
Published by T Mitchell Kvigne

March 21 at 10:24 AM · 🌐

🌟 Employee Spotlight: Officer Anthony Hugg! 🌟

We are honored to celebrate Officer Anthony Hugg, who has been awarded the Eagle Award for Excellent Customer Service! 🙌

Nominated by a local mental health professional, Officer Hugg was praised for his compassion, empathy, and dedication to those struggling with mental health or substance abuse challenges. His nominee shared: "O... See more



View post on Facebook

Feed preview



Minot Police Department
Published by T Mitchell Kvigne

March 11 at 12:11 PM · 🌐

We celebrated excellence at our annual awards ceremony yesterday.

🏆 Master Officer Gannon Miller was named Police Officer of the Year.

🏆 Becky Heringer was honored as Civilian Employee of the Year.

T... See more



Boost

473

53 11

Like

Comment

Share

Most relevant ▾

View post on Facebook

**MINOT MUNICIPAL COURT
MONTHLY REPORT COMPARISONS FOR MARCH 2024/2025**

TO: HAROLD STEWART, CITY MANAGER
FROM: MINOT MUNICIPAL COURT

	<u>MARCH 2024</u>	<u>MARCH 2025</u>
<u>MUNICIPAL COURT CASES</u>		
FILED	459	313
DISPOSED	457	344
<u>PARKING TICKETS</u>		
WRITTEN	194	105
PAID	194	100
<u>REVENUE</u>		
FINES & FORFEITURES CASH	\$ 29,367.23	\$ 23,231.20
SUSPENDED FOR JAIL OR CS	\$ 0.00	\$ 0.00
WAIVED	\$ 8,765.00	\$ 3,225.00
DISTRICT COURT TRANSFERS	\$ 0.00	\$ 0.00
PARKING TICKETS	\$ 3,950.00	\$ 2,000.00
COPY FUND	\$ 0.00	\$ 0.00
FROM POSTED BOND	\$ 10,424.26	\$ 14,509.00
ACCOUNTS RECEIVABLE BALANCE	\$ 710,092.68*	\$ 718,192.89*
BALANCE LAST MONTH: \$721,874.96 (A DECREASE OF \$3,682.07)		
<u>COLLECTION AGENCY</u>		
TURNED OVER FOR COLLECTION:	\$ 5,165.00	\$ 5,027.00
COLLECTED:	\$ 1,025.00	\$ 918.37
UNCOLLECTABLE:	\$ 1,100.00	\$ 3,025.00
<u>ADMIN FEE TO DOM VIOL FUND</u>		
PAID	\$ 1,052.53	\$ 1,189.30

*Reflects total fees receivables less 80% of total restitution, which is not owed to the City of Minot (80% = \$208,857.06)



BOARD MEETING AGENDA

Wednesday, March 19th, 9am

Location: Sleep Inn – Theater Room

Call to Order: Introductions

___ Amanda Shappell	___ Randy Conway
___ Megan Langley	___ Thor Nelson
___ Paul Pitner	___ Pamela Hopkins
___ Josh Galloway	___ Jesse Zwak
___ Derek Hackett	
___ Stephanie Schoenrock – Executive Director	

• Ex-officio Reports

- City Council Report – Paul Pitner
- Dakota Square Mall – Chuck Massey
- Stakeholder Report – Stephanie Schoenrock

• President’s Report: Thor Nelson

- Approval of minutes from the January meeting

• Treasurer’s Report

- Review and Approval of January and February Financials

• Staff Production Report

• Old Business

- Building update
- Destination Development Grant – ND Department of Commerce
- City of Minot Contract
- Bylaws update to section Article III Officers
- NDTIC Conference

• New Business

- Hostfest Sponsorship and Staff Support
- ND Department of Commerce – Travel Week for Brand USA Request
- Convention Facilities in Minot
- Approved Funding

Next Board Meeting: Wednesday, May 21st, 9am

Location – Sleep Inn



Date: April 3, 2025
To: Mayor/City Council
City Manager
From: City Attorney's Office
Re: Monthly Attorney Report (April 2025)

Pursuant to Minot City Code of Ordinances, Section 2-30(a)(3), the following items are submitted as a summary of some of the matters addressed by the City Attorney's Office in the month prior to the April 7, 2025 City Council meeting:

I. Civil Matters

A. Floodplain Eminent Domain Cases:

1. City of Minot v. Parkview MHP, LLC

Counsel: John Warcup
Retained by City of Minot

Opposing Counsel: Abigale R. Griffin and Howard Roston

Current Status: Awaiting new hearing date for a Scheduling Conference

Property owned by Parkview MHP, LLC is considered a necessary acquisition to complete the Mouse River Enhanced Flood Protection Project. City staff and its contract counsel have been negotiating to purchase the property, and made a final counteroffer to Parkview based upon its most recent real estate appraisals. Parkview declined that offer and the City Council approved an eminent domain resolution at its August 5, 2024 regular meeting. The City filed its Summons and Complaint against Parkview MHP, LLC in Ward County District Court on September 9, 2024. An Answer was received and filed in District Court on January 23, 2025. Orders for a scheduling conference and for alternative dispute resolution were filed on January 27, 2025. Judge Mattson filed a recusal in this matter on February 24 and the case was reassigned to Judge Cresap.

April: The original scheduling conference was rescheduled to March 31 - but that hearing was also cancelled. As of the date of this memo we are still awaiting a new scheduling conference hearing date. The discovery phase has commenced and will remain ongoing.

B. Other Civil Matters:

1. Marianne Bender and Doug Bender v. City of Minot

Counsel: Howard Swanson
Appointed by Airport Premises Insurance

Opposing Counsel: Steve Lautt

Current Status: City served Summons and Complaint on 2/3/2022
Plaintiff filed pleadings in Court on 1/24/2025
Motion Hearing set for 5/1/2025 at 9:30am
Jury Trial set for 9/15/2025 at 9:00am.

On February 3, 2022, the City was served with a summons and complaint by Plaintiffs. The complaint alleges the City was negligent in properly maintaining its entry ways at the Minot International Airport which caused a slip and fall incident to occur on or about February 17, 2019. The airport's premises insurance (Endurance) appointed Howard Swanson to defend the City in this lawsuit. Attorney Swanson has served an answer on Plaintiffs.

Nearly three years after being served with the Summons and Complaint, the Plaintiffs filed the Summons and Complaint in Court on January 24, 2025. The City of Minot filed an Answer on January 28, 2025 along with a jury trial demand. The Court scheduled a Scheduling Conference for 9:00am on March 17, 2025.

April: A scheduling conference was held on March 17, 2025 where this matter was set for a three-day jury trial to be held on September 15, 16, and 17 of this year.

On March 28, 2025, the City filed a motion for summary judgment asking the Court to dismiss the Plaintiffs claim. A hearing will be held on the motion on May 1, 2025 at 9:30am.

Discovery and negotiations are ongoing.

2. Todd Mickelson v. City of Minot

Counsel: Brian Schmidt
Appointed by NDIRF

Opposing Counsel: Leo Wilking

Current Status: Closed

On May 26, 2023, the City was served with a summons and complaint by the Plaintiff. The complaint alleges the Plaintiff's employment as a city employee was terminated as a result of retaliation. The North Dakota Insurance Reserve Fund (NDIRF) appointed Brian Schmidt to defend the City in this lawsuit. Complaint was filed in District Court on June 8, 2023. City's Answer was filed on June 16, 2023. An Alternative Dispute Resolution Statement was filed by the City on August 15, 2023. Depositions of present and former city employees and the plaintiff have been conducted. On October 17, the City's counsel filed a motion for summary judgment, arguing that the City is entitled to judgment as a matter of law. The plaintiff filed a brief in opposition to the City's motion on November 15, 2025. On October 17, the City's counsel filed a motion for summary judgment, arguing that the City is entitled to judgment as a matter of law. The plaintiff filed a brief in opposition to the City's motion on November 15, 2025.

On January 27, 2025, the Court granted the City's Summary Judgment Motion and Order for Dismissal, finding the Plaintiff's claim was barred because he failed to exhaust his available remedies prior to suit, which divested the court of jurisdiction over the matter. He will have sixty days from entry of judgment to file an appeal. Judgment was entered on January 31, 2025.

April: On March 20th, Plaintiff's Counsel contacted the City's litigation counsel and offered to waive their appeal to the Supreme Court in return for the City's waiver of collection of its cost judgment of \$2,578.00. The cost judgment was due to the North Dakota Insurance Reserve Fund (NDIRF) because they finance the City's defense costs, and NDIRF waived collection of the cost judgment since the cost to defend the judgment would likely far outweigh the \$2,578.00 cost judgment itself. This matter is now considered resolved.

3. Liberty Sierra Vista, LLC /Storm Sewer District 121 – Hotel Revel

Counsel: John Warcup
Retained by City of Minot

Opposing Counsel: Ryan Simatic

Current Status: Scheduling Conference – 2/24/25 at 3:30pm

In 2023, the City of Minot reached out to Liberty Sierra to negotiate a temporary and permanent easement to complete Storm Sewer District 121. On January 16, 2024, Liberty Sierra Vista, LLC sent a letter to the City's contractor in connection with Storm Sewer District 121's impact on the Hotel Revel and its operations. Liberty Sierra claims that while they are not opposed to improving drainage and flood protection in the area, the storm sewer project will allegedly have significant economic impacts on the hotel and is demanding compensation well in excess of what City staff and its contractor believes is reasonable or appropriate for a temporary drainage easement. In February, the City Council approved retaining John Warcup, of Swanson & Warcup, Ltd, to assist with negotiations for this storm sewer project and any necessary eminent domain proceedings. On July 1, the City Council approved an agreement that would allow progress on the storm sewer project to continue while the Parties continue to negotiate and determine a final amount of just compensation to acquire temporary and permanent easements.

In sum, the terms of the agreement have the City Council remitting \$35,362.95 as payment and consideration to Liberty Sierra Vista, LLC in exchange for the necessary easements on the property – but reserves the issue of determining a final amount of just compensation for further negotiation. This will allow construction on the project to continue and avoid construction delays. The agreement contemplates that eminent domain proceedings will be commenced if the parties do not believe negotiations are progressing.

The City Engineer, Attorney, and outside counsel agreed that negotiations with the property owner were not progressing, and the City Council passed a resolution authorizing use of eminent domain on August 5, 2024. The City's contract counsel filed a summons and complaint on Liberty Sierra Vista, LLC. Liberty Sierra Vista, LLC filed a motion for pro hoc vice to allow out of state counsel to make an appearance on their behalf on September 20, 2024 – but on September 30, 2024 their counsel filed a motion to withdraw their request for admission. On October 3, contract counsel began negotiations with Liberty Sierra Vista, LLC's new counsel, Ryan Simatic. The City's attorney approached Liberty Sierra Vista's attorney regarding signing the agreement the Council approved in July, 2024 and Liberty Sierra Vista declined.

On November 4, the City applied to the Court for an order requiring a jury to be summoned to hear the case, and Liberty Sierra's counsel filed a brief on November 14 opposing the same.

On January 16, the Defendant filed a motion to dismiss, or in the alternative, compel the City to file an amended complaint arguing the complaint is defective because the duration or start date of the temporary construction easement isn't stated. The City filed a response resisting the motion. A hearing was held February 24th to address both motions and the City's application for an order to summon a jury. The Judge directed the parties to report back by March 5 regarding whether they can reach an agreement on the beginning date and duration of the construction easement. If the parties cannot reach an agreement, a trial will be set sometime in May, June, or July.

April: On March 8 2025, Defendant and City signed a stipulation agreement that grants the City a temporary easement for one year beginning on June 1, 2025 and a permanent easement that the City may take possession of on June 1, 2025. Just compensation for the taking of the permanent easement and the temporary easement have yet to be determined. On April 1, 2025, Judge Cresap signed an order granting the aforementioned easements to the City.

4. First International Bank & Trust v. the North Dakota State Fair Foundation, City of Minot, et. al.

Counsel: Stefanie Stalheim

Opposing Counsel: Blaine T. Johnson, Benjamin Sand

Current Status: Unfiled at District Court
City admitted service on December 18, 2024
Consent and Subordination of Mortgage to City's Sewer Easement received on January 27, 2025

The City was named as a Defendant in a foreclosure action filed by First International Bank & Trust (First International) because the City was subsequently granted a sewer easement on the subject property. Mayor Ross admitted service of the Summons and Complaint on December 18, 2024. Given the nature of the City's interest, First International is willing to subordinate their mortgage to the City's easement.

April: First International executed a consent and subordination of mortgage to the City of Minot's sewer easement. Once recorded, First International will forward the City a copy and prepare a stipulation for dismissal of Minot from the foreclosure action.

C. City Business:

1. City Department Legal Support – This Office provided legal support to the City's City Manager, Department Heads, and Planning Commission regarding contracts, human resources/personnel issues, and other legal matters, including the following:

- a. PD Internal Investigation:** Attorney Stalheim and Attorney Dickerson worked with the City Clerk's office to answer questions, coordinate logistics, and assist with redacting confidential and/or exempt information from the investigation report and file.
- b. Electronic Records Digitization:** The City Attorney's Office continues to work with HR and the Minot Police Department to start transferring its records to a digital format.

- c. **Minot Park District Sales Tax Project:** Attorney Stalheim worked with the Finance Director, City Manager, and Park officials to help finalize details to set a special election for the electorate to consider the Park's ½ cent sales tax request including working through a joint powers agreement. Ballot language has been sent to the County Auditor, and the City and Park District attorneys are working on a joint powers agreement to confirm cost allocations.
- d. **2025 Goals and 2026 Budget:** City Attorney's Office staff are finalizing 2025 office goals and continue to review and refine our 2026 budget allocation.
- e. **Superfund Site Meetings/Document Review:** Attorney Stalheim attended meetings with the Utilities Director, State Department of Environmental Quality, Environmental Protection Agency and Park District regarding the old Minot landfill superfund site to discuss amending the operations and maintenance plan to allow the park district to use the site.
- f. **Edgewood Real Estate Investment Trust Development Agreement:** Attorneys Johnson and Lindgren submitted a draft preliminary agreement, and staff has forwarded the same to Edgewood to review and consider. The City Attorney's Office defers questions regarding status of this project to the Community and Economic Development Director.
- g. **Attorney General Open Meetings Response:** The City Attorney responded to a complaint filed with the North Dakota Attorney General's Office alleging executive sessions held regarding the Nok Back Tavern purchase. The City has not yet received an opinion on this matter.
- h. **Snow Removal Procedures:** Attorneys Schmitz and Dickerson have been attending meetings with Public Works staff to discuss snow removal policies and procedures for next year.
- i. **Building and Planning Code Nonconforming Properties:** Attorneys Stalheim and Dickerson are providing counsel to staff regarding several properties that are not in compliance with building and zoning codes.
- j. **Federal Grant Compliance Consult:** Attorney Stalheim discussed the home rehabilitation program and short-term rental rehabilitation programs with the City's federal grant compliance staff.
- k. **Visit Minot Fee Ordinance:** Attorney Stalheim worked with Visit Minot's attorney regarding the Visit Minot Extended Stay Leisure Fee Ordinance and updated the lodging tax agreement between the City and Visit Minot to include the new fee.
- l. **Regional CO2 Storage Facility Joint Powers Agreement:** Attorney Dickerson worked with the Public Works staff to review and finalize the agreement.
- m. **Third Amendment to Joint Powers Agreement with Minot Park District to Allow Cross Country Ski Trails on City Land:** Attorney Dickerson worked with Public Works staff to review and finalize the Agreement.
- n. **Priority Dispatch One Plan Service Agreement:** Attorney Schmitz worked with dispatch to review and finalize the Agreement.
- o. **Firefighters Local 1157 and John Warcup Consent and Waiver:** Attorney Stalheim reviewed the consent and waiver and forwarded it to the Council for its consideration.
- p. **Contract with Short Elliot Hendrickson, Inc (SEH) for Airport Snow Removal Equipment:** Attorney Dickerson worked with Public Works staff to review and finalize the Agreement.
- q. **Sidewalk, Snow ROW, Sight, and Snow Removal Ordinance Amendment:** Attorney Dickerson worked with Public Works staff to draft these amendments.
- r. **Human Resource Director and Police Chief Recruitment Services Contracts:** Attorneys Stalheim and Dickerson reviewed these contracts.
- s. **Children's Library Remodel Contract:** The City Attorney and Finance Director met with the Library Director and exchanged several emails with contractors

regarding the remaining punch list items keeping this contract from being completed.

- t. **Cordico Wellness App for Fire Department:** Attorney Schmitz worked with Fire Department staff to review and finalize this Agreement.
- u. **Telework Agreement Review:** Attorney Stalheim conducted a Telework Plan Review with Administrative Assistant Horst and provided feedback to the HR team.
- v. **Open Records:** Attorney Schmitz worked with the Minot Fire Department and Minot Police Department Records on open records requests.
- w. **Administrative Hearing:** Assistant City Attorney Schmitz represented the City in an administrative appeal of a ticket issued by the Minot Police Department to a Tobacco Retailer that sold tobacco products to an underaged person. The hearing officer found in favor of the City and imposed a \$100 fine.
- x. **Dakota Territory Air Museum Lease:** Assistant City Attorney Dickerson worked with Minot International Airport staff to review a new lease for the Dakota Territory Air Museum.
- y. **Code Enforcement Training:** City Attorney's Office staff and members of code enforcement and planning attended a two-day code enforcement training webinar.
- z. **Oishii Ramen Lease:** Attorney's Stalheim and Dickerson worked with City Council and Chris Plank to negotiate Oishii Ramen lease extension for the Broadway Circle Property.
- aa. **Emergency Conservation Program Grants:** Assistant City Attorney Dickerson reviewed seven (7) grant agreements that provide funding for the installation of LED lighting for seven (7) areas of City property.
- bb. **Federal Transit Authority Title IV Program:** Assistant Attorney Dickerson reviewed Title IV program documents for Minot City Transit.
- cc. **Development Agreements:** Assistant City Attorney Dickerson worked with Engineering and planning staff to review two (2) development agreements. One is for a new hospital and the other is for a new convenience store/truck stop.
- dd. **Contract Reviews:** Assistant City Attorney Dickerson completed six (6) contract reviews for MOT(1), Public Works (4), and Engineering (1).
- ee. **Contract Reviews:** Assistant City Attorney Schmitz reviewed and advised Minot Police Department regarding Flock Services and Thompson Reuters CLEAR as well as well as Minot Fire Department regarding an Auto Aid Agreement.
- ff. **City Pound:** Assistant City Attorney Schmitz is working with Minot Police Department on various City Pound Matters.
- gg. **Deposition:** Assistant City Attorney Schmitz is working with Minot Police Department regarding a deposition of an officer.
- hh. **Special City Attorney Appointment:** Attorney Schmitz assisted with appointment paperwork for Wade Enget to review and consider prosecution of a City of Minot case where City attorney staff had a conflict of interest.
- ii. **Strategies Discussion:** Attorney Stalheim attended a strategies discussion regarding how best to achieve the City's "Prepared and Resilient" aspiration.

2. Ordinance/Policy Revisions:

- a. **Alcohol Ordinance Ad Hoc Committee:** The City Attorney and City Clerk are continuing to review and prepare proposed ordinance amendments for the committee's consideration. City Attorney consulted with Minot Park District staff and their Attorney regarding proposed staff recommendations to licenses held by Minot Park District tenants.
- b. **Tobacco Hearing Ordinance:** Attorney Stalheim drafted an ordinance amending the tobacco compliance appeals process and circulated the same amongst City staff.

- b. **Noise and Light Ordinance Reviews:** Attorney Dickerson assessed city staff to review and finalize the City's noise and light ordinances.
 - c. **Public Works Director Ordinances:** Attorney Dickerson is reviewing the City's ordinance references to the 'Public Works Director' with public works staff to confirm references are consistent with present practices in light of recent restructuring of that position.
 - d. **Bulk Trash Collection Ordinance:** Assistant City Attorney Dickerson is working with Utilities Director, Jason Sorenson, and his team on drafting a Bulk Trash Collection Ordinance and making updates to Chapter 14 – Garbage and Trash Ordinance.
3. **Executive Session:** Attorney Dickerson attended an executive session of the City Council on March 17.
 4. **Civil Service Commission Meeting/Special City Council Meeting:** City Attorney staff attended a civil service commission hearing and special City Council meeting on Wednesday, April 1 – conflict counsel Katie Schmidt provided legal support.
 5. **City Manager Committees:** Attorney Dickerson has been serving on the Employee Recognition Committee. Each of the City's attorneys are also serving on various committees for City Management concerning how to best achieve the City's aspirations.
 6. **Assistant City Attorney Portfolios:** The City Attorney's Office created portfolios for each of the attorneys in an effort to streamline inquiries from City Departments and Officials. After conducting a strengths findings assessment and consulting with Department Heads and City Administration, our office restructured our portfolio assignments to maximize our strengths as follows:
 - a. **Stefanie Stalheim:** City Council, City Manager, Human Resources, Finance/NDR-CDBG, Assessors, Library
 - b. **Nick Schmitz:** Municipal Court, Fire Department, and Police Department – the "Public Safety" Portfolio
 - c. **Corbin Dickerson:** Airport, Engineering, Public Works, Community and Economic Development, Planning Commission – the "Community Development Portfolio"

Attorneys Schmitz and Dickerson continue to maintain regular, weekly office hours on site at the Airport, Public Works, Fire, and Police Departments and Attorney Dickerson attended the December Planning Commission meeting.

While all city attorneys are available to City staff and officials for consultation, it is our hope that the portfolio system will allow our attorneys to develop an expertise within their assigned portfolios and, in turn, increase response time and provide more specialized services. The City Attorney's Office also has a weekly staff meeting to brief our group on office and City activities. The City Attorney's Office is always accepting comment on the portfolio workflow system to determine if it is meeting its intended purpose of improving efficiencies. Feedback can be emailed to the City Attorney at stefanie.stalheim@minotnd.gov.

II. **Criminal Matters**

- A. **Minot Municipal Court:** Assistant City Attorneys handled routine and daily matters in Minot Municipal Court for criminal prosecution (trials) and civil ordinance violations, as well as approval or initiation of criminal complaints for ordinance violations.

- a. **Annual Case Totals:** Below are tables documenting the number of criminal and traffic matters opened in municipal court each month for 2022, 2023, 2024 and January and February of 2025. March of 2025 totals were not available at the time of the publishing of this memo.

2022	Criminal	Traffic	Total
January	94	208	302
February	91	269	360
March	75	321	396
April	104	209	313
May	114	345	459
June	114	324	438
July	92	235	327
August	134	241	375
September	118	217	335
October	75	200	275
November	91	138	229
December	79	151	230
totals	1181	2858	4039

2023	Criminal	Traffic	Total
January	83	177	260
February	84	208	292
March	121	256	377
April	154	361	515
May	145	318	463
June	119	357	476
July	170	404	574
August	147	372	519
September	112	260	372
October	124	310	434
November	155	250	405
December	140	274	414
totals	1554	3547	5101

2024	Criminal	Traffic	Total
January	141	260	401
February	114	348	462
March	114	345	459
April	109	331	440
May	126	275	401
June	246	285	531
July	111	281	392
August	119	285	404
September	104	174	278
October	123	186	309
November	64	156	220
December	78	172	250
totals	1449	3098	4547

2025	Criminal	Traffic	Total
January	72	166	238
February	79	234	313
March			
April			
May			
June			
July			
August			
September			
October			
November			
December			
totals			

	2022	2023	% change
Criminal	1181	1554	32%
Traffic	2858	3547	24%
	4039	5101	26%

	2023	2024	% change
Criminal	1554	1449	-7.3%
Traffic	3547	3098	-14.5%
	5101	4547	-12.2%

- B. District Court:** Assistant City Attorney Schmitz attended and responded to the scheduling of District Court transfer cases involving initial appearances, motion responses, motion hearings, status conferences, pretrial conferences, and order to show cause proceedings for criminal cases originating in the Minot Municipal Court and subsequently transferred to the Ward County District Court.

Respectfully Submitted,



Recoverable Signature

X

Stefanie Stalheim

City Attorney

Signed by: 48ae2bc4-fd85-4c0e-a0ea-7c87bc0c1a31



TO: Mayor Ross
Members of the City Council

FROM: Dale Plessas, Police Captain

DATE: April 7, 2025

SUBJECT: PUBLIC HEARING: SPECIAL USE PERMIT FOR ADDITIONAL ANIMALS REQUESTED

I. RECOMMENDED ACTION

It is recommended City Council close the public hearing and approve the Special Use Permit to allow one additional animal at 3100 11th Ave SE Lot A 47.

II. DEPARTMENT CONTACT PERSONS

Dale Plessas, Police Captain, 701-857-9800

III. DESCRIPTION

A. Background

The City of Minot received a request for a Special Use Permit from Jessica Schermbeck, for their residence located at 3100 11th Ave SE Lot A47, Minot. This permit is a request for additional animals, which would allow for four cats in addition to the one dog at this residence. Minot ordinance 7-15 permits 4 dogs or cats in any combination. The ordinance also provides a method for a resident to request an exception. This permit is valid for two years from the date of City Council approval.

B. Proposed Project

N/A

C. Recommendation Detail

The application submitted contains all pertinent information. Additionally, proof of vaccination and City licensing of 1 dog and 4 cats was provided. Animal Control Officer Mary Lovro confirmed all information provided for consideration.

IV. IMPACT

A. Aspirations

Excellent and Connected

Safe and Welcoming

B. Service/Delivery Impact:

This action allows the residents to have their pets through a collaborative effort by the City Council, while ensuring the animals meet all health requirements to reside in the city limits.

C. Fiscal Impact

The applicant paid the \$15 fee for this permit.

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

The City Council could deny the permit and require the residents to comply with City Ordinance, Section 7-15.



Minot Police Department

Special use permit

This permit expires two years from the date of
City Council approval.

(Application for permitting maintenance of animal numbers
exceeding ordinance restrictions, petting zoos or prohibited animals
pertaining to City Ordinances 7-5, 7-15, 7-35)

Fee: \$15.00 (non-refundable)



Additional animals requested: 1. One

Date: 02/11/2025

Name: Jessica Schermbeck
Address: 3100 11th Ave SE lot A47, Minot ND
Telephone: [REDACTED]
Lot size: 60' x 120' approximately, 2 bed 2 Bath
House size: 2 bedroom 2 bath
Insurance Company/Provider: _____
Distance from other properties: 20-30 ft. The dog is my service dog and my and my mom's cats are ESA's.

Kennels: (cages, holding area, containers, or any other means of keeping the animals)

Type of shelter: 1 Dog kennel and 3 carriers for vet visits, Indoor only.
Surface type: plastic, Indoors
Sanitation system: disinfectant, regular cleaning, Weekly lawn cleanup.
Location on property: Inside home, disassembled.

List all animals which will be housed at your residence or kept/ brought into the city:

Breed:	Name:	Sex:	Spayed/ Neutered:	Age:	Height/ Weight:	City License #:	Rabies (Expiration Date)
1. German Shepherd	Fae	F	NO	3	1 63 lbs	1905	5-1-25
2. Bombay (cat)	Castiel	M	Yes	10	1 11 lbs	1902	8/30/25 8/30/25
3. Grey Tabby (cat)	Lucifer	M	Yes	5	1 8 lbs	1903	8/30/25
4. Tabby w/white (cat)	Loui	M	Yes	3	1 5 lbs	1904	8/30/25
5. Tabby (cat)	Sawyer	M	Yes	2	1 6 lbs	1901	8/30/25
6.					1		
7.					1		
8.					1		
9.					1		
10.					1		

Neighbors: Please list the Name, Address, & Phone # of four neighbors.

Have your neighbors add their signatures. Ask them to check the appropriate box: Approve or Disapprove.

	Name:	Address:	Phone #:
1.	Kayla Jones	3100 11th Ave SE 10448	[Redacted]
	(Signature) <u>Kayla Jones</u>	Approve ☒ Disapprove ☐	
2.	Gary Burgard	3100 11th Ave SE	[Redacted]
	(Signature) <u>Gary Burgard</u>	Approve ☒ Disapprove ☐	
3.		3100 11th Ave SE	[Redacted]
	(Signature) <u>Brian Hubbard</u>	Approve ☒ Disapprove ☐	
4.		3100 11th Ave SE	[Redacted]
	(Signature) <u>Lane Walker</u>	Approve ☒ Disapprove ☐	

List any previous violations or problems:

1.	None
2.	None
3.	None
4.	None ACO Mary Lovro

Animal Control Officer recommendations/notes:

Must keep animals up to date on vaccines at All times. All 5 animals have 1 yr vaccines and all are over 2yrs of age which shows no prior Rabies vaccines have been provided. 1 Due 5-1-25.

This application has been recommended for:

Approval ☒

Denial ☐

Animal Control Officer:

Mary Lovro

Date:

3-27-2025

Police Chief:

Chris Ghr

Date:

3-31-2025

City Council Determination:

Date:

Accepted:

Rejected:

Notes/Stipulations:

Notes:

		Core Animal Clinic	
		Clinic: 1970 Client: 9225 Pet: 1	
Jessica Schermbeck 625 15th St Se Lot 108 Minot, ND 58701			
Medical History: Distemper Combo Booster Rabies Booster		Good Until: 5/1/25 5/1/25	
Microchip:		Rabies: 24-0568	
Allergies:			

Fae

CORE
Animal Clinic

Breed: German Shepherd M
Gender: F
Altered: N
Color: Brown And Tan
Weight: 63.2 lbs
DOB: 3/28/22

RABIES VACCINATION CERTIFICATE
NASPHV FORM 51 (revised 2007)

Owner's Name & Address Print Clearly LAST FIRST M.I. <u>Schermbeck Jessica</u> NO. STREET			RABIES TAG # <u>240129</u> MICROCHIP #	
SPECIES Dog ☐ Cat ☒ Ferret ☐ Other: ☐ (specify)			AGE 2 Months ☐ Years ☐ SEX ☒ Male ☐ Female ☐ Neutered	
Animal Control License ☐ 1 Yr ☐ 3 Yr ☐ Other			SIZE Under 20 lbs. ☒ 20 - 50 lbs. ☐ Over 50 lbs. ☐	
DATE VACCINATED 8/30/24 Month / Day / Year 8/30/25 NEXT VACCINATION			PREDOMINANT BREED <u>DSH</u> PREDOMINANT COLORS/MARKINGS <u>tabby</u>	
VNGD Rabies 3 SER 675397 EXP 22OCT24			ANIMAL NAME <u>Sawyer</u>	
Product Name: <u>Zoetis</u> Manufacturer: (First 3 letters) <u>zoe</u>			Veterinarian's Name: <u>Ceylon Feirany</u>	
☐ 1 Yr USDA Licensed Vaccine ☒ FVRV-FCV-FPV- Cpsit Vaccine ☐ MLV & MLC ☒ VANGUARD® ☐ FELINE RCP-Ch INJECTABLE			License Number: <u>ND1007</u> <u>Dr. Ceylon Feirany</u> Veterinarian's Signature Address: Feiring Vet Service 6698 94th Ave NW Powers Lake, ND 58773 701-629-1746	

Owner's Name & Address Print Clearly LAST FIRST M.I. <u>Schermbeck Jessica</u> NO. STREET			RABIES TAG # <u>240130</u> MICROCHIP #	
SPECIES Dog ☐ Cat ☒ Ferret ☐ Other: ☐ (specify)			AGE 3 Months ☐ Years ☐ SEX ☒ Male ☐ Female ☐ Neutered	
Animal Control License ☐ 1 Yr ☐ 3 Yr ☐ Other			SIZE Under 20 lbs. ☒ 20 - 50 lbs. ☐ Over 50 lbs. ☐	
DATE VACCINATED 8/30/24 Month / Day / Year 8/30/25 NEXT VACCINATION			PREDOMINANT BREED <u>DSH</u> PREDOMINANT COLORS/MARKINGS <u>tabby w/white</u>	
VNGD Rabies 3 SER 675397 EXP 22OCT24			ANIMAL NAME <u>Loui</u>	
Product Name: <u>Zoetis</u> Manufacturer: (First 3 letters) <u>zoe</u>			Veterinarian's Name: <u>Ceylon Feirany</u>	
☐ 1 Yr USDA Licensed Vaccine ☒ FVRV-FCV-FPV- Cpsit Vaccine ☐ MLV & MLC ☒ VANGUARD® ☐ FELINE RCP-Ch INJECTABLE			License Number: <u>ND1007</u> <u>Dr. Ceylon Feirany</u> Veterinarian's Signature Address: Feiring Vet Service 6698 94th Ave NW Powers Lake, ND 58773 701-629-1746	

RABIES VACCINATION CERTIFICATE
NASPHV FORM 51 (revised 2007)

Owner's Name & Address		Print Clearly		RABIES TAG # <u>240127</u>	
LAST FIRST M.I. <u>Schermbeck Jessica</u>		CITY STATE ZIP		MICROCHIP #	
SPECIES Dog ☐ Cat ☒ Ferret ☐ Other: ☐ (specify)		AGE Months <u>10</u> ☐ Years ☐ SEX ☒ Male ☐ Female ☐ Neutered		SIZE Under 20 lbs. ☒ 20 - 50 lbs. ☐ Over 50 lbs. ☐	
PREDOMINANT BREED <u>DMH</u>		PREDOMINANT COLORS/MARKINGS <u>black</u>		ANIMAL NAME <u>Castiel</u>	
DATE VACCINATED <u>8/30/24</u> Month / Day / Year		Product Name: <u>Zoetis</u> Manufacturer: (First 3 letters)		Veterinarian's Name: <u>Dr. Ceylan Feiring</u>	
NEXT VACCINATION DUE BY: <u>8/30/25</u>		Animal Control License ☐ 1 Yr ☐ 3 Yr ☐ Other		License Number: <u>ND 1007</u>	
VNGD Rabies 3 SER <u>675397</u> EXP <u>22OCT24</u>		FVRV-FCV-FPV- Cpsit Vaccine MLV & MLC VANGUARD® FELINE RCP Ch INJECTABLE		Veterinarian's Signature <u>Dr. Ceylan Feiring</u> Address: Feiring Vet Service 6698 94th Ave NW Powers Lake, ND 58773 701-629-1746	

For Bobby
or Mary
(1)

RABIES VACCINATION CERTIFICATE
NASPHV FORM 51 (revised 2007)

Owner's Name & Address		Print Clearly		RABIES TAG # <u>240128</u>	
LAST FIRST M.I. <u>Schermbeck Jessica</u>		CITY STATE ZIP		MICROCHIP #	
SPECIES Dog ☐ Cat ☒ Ferret ☐ Other: ☐ (specify)		AGE Months <u>5</u> ☐ Years ☐ SEX ☒ Male ☐ Female ☐ Neutered		SIZE Under 20 lbs. ☒ 20 - 50 lbs. ☐ Over 50 lbs. ☐	
PREDOMINANT BREED <u>DSH</u>		PREDOMINANT COLORS/MARKINGS <u>grey</u>		ANIMAL NAME <u>Lucifer</u>	
DATE VACCINATED <u>8/30/24</u> Month / Day / Year		Product Name: <u>Zoetis</u> Manufacturer: (First 3 letters)		Veterinarian's Name: <u>Ceylan Feiring</u>	
NEXT VACCINATION DUE BY: <u>8/30/25</u>		Animal Control License ☐ 1 Yr ☐ 3 Yr ☐ Other		License Number: <u>ND 1007</u>	
VNGD Rabies 3 SER <u>675397</u> EXP <u>22OCT24</u>		FVRV-FCV-FPV- Cpsit Vaccine MLV & MLC VANGUARD® FELINE RCP Ch INJECTABLE		Veterinarian's Signature <u>Dr. Ceylan Feiring</u> Address: Feiring Vet Service 6698 94th Ave NW Powers Lake, ND 58773 701-629-1746	

CITY OF MINOT
10 3RD AVE SW
MINOT, ND 587013739

03/18/2025

14:59:50

MID: XXXXXXXXXXXX575

TID: XXXXX815

CREDIT CARD

MC SALE

Card #

XXXXXXXXXXXX1422

chip card:

CAPITAL ONE

AID:

A0000000041010

SEQ #:

2

Batch #:

155

INVOICE

2

Approval Code:

085142

Entry Method:

Chip Read

Mode:

Issuer

CASH AMOUNT

\$15.00

15.00

I agree to pay above total amount
according to card issuer agreement.
(Merchant agreement if Credit Voucher)

X

JESSICA SCHERMBECK

MERCHANT COPY

permit for
extra pet fee

Jessica Schermbeck

for 2 years 3/18/25
3/18/27

On March 17, 2025, a Special City Council Meeting of the Minot City Council was held in the City Council Chambers, City Hall (10 3rd Ave SW). Mayor Ross called the meeting to order at 5:00 PM.

ROLL CALL

Members Present: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross, Scott Samuelson

Members Absent: None

PLEDGE OF ALLEGIANCE

Mayor Ross led the City Council in the Pledge of Allegiance.

EXECUTIVE SESSION: PROJECT BEE CONTRACT & EXECUTIVE SESSION: LEASE NEGOTIATION WITH CHEN CHENG HUAN D/B/A GRAND HIBACHI BUFFET, INC. (OISHII RAMEN)

Mayor Ross mentioned the next item on the agenda are two executive sessions.

The first executive session is for attorney consultation for the Council to receive and discuss its attorney's advice regarding reasonably predictable litigation regarding its contract with Project Bee.

The second executive session is being held to discuss negotiating strategy and provide negotiating instructions regarding the City's contract with Chen Cheng Huan d/b/a Grand Hibachi Buffet, Inc. (Oishii Ramen).

Both executive sessions will allow time for the City Council to seek and receive their attorney's advice and guidance on the legal risks, strengths, and weaknesses of the actions of the City, which, if held in public, would have an adverse fiscal effect on the City.

The legal authority for closing these portions of the meeting is North Dakota Century Code Section 44-04-19.1(5) and (9).

At this time, a motion would be in order to discuss agenda items in the executive session.

The motion to move the City Council into executive session was initiated by City Council Member Pitner, seconded by City Council Member Jantzer and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross, Scott Samuelson; nays: None.

The executive session will be recorded, and all members of the Council are reminded to limit their discussion during the executive session to the announced topic. Any collective decision, collective commitment, or other final action by the Council will occur after it is reconvened in an open meeting, unless final action is specifically required by law to be taken during the executive session. The prohibition on taking final action during the executive session does not apply to providing guidance or instructions to our attorney or other negotiators.

At this time, the Council will relocate to the City Council conference room adjoining Council Chambers. During the executive session, members of the public attending the meeting are welcome to remain in the Council Chambers. We anticipate adjourning the executive session and returning to the dais to reconvene the open portion of this meeting, at approximately 5:25 pm.

The minutes will show that the executive session began at 5:04 pm and was attended by the Mayor, Council Members, Finance Director, NDR Program Administrator, City Manager, City Clerk, Assistant City Manager, Assistant City Attorney Dickerson, and Laurie Nishek.

The motion to adjourn the executive session and return to the regular City Council meeting was initiated by City Council Member Pitner, seconded by City Council Member Fuller and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross, Scott Samuelson; nays: None.

The minutes will show that the executive session was adjourned at 5:36 pm. The Council has returned to the dais in Council Chambers, and we are now back in open session.

POTENTIAL ACTION FOLLOWING EXECUTIVE SESSION

There was no potential action following the executive session.

ADJOURNMENT

The motion to adjourn the meeting at 5: 37 pm was initiated by City Council Member Pitner, seconded by City Council Member Olson and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross, Scott Samuelson; nays: None.

ATTEST: _____
Mikayla McWilliams, City Clerk

APPROVED: _____
Mark Jantzer, President & Acting Mayor

On March 17, 2025, a Regular City Council Meeting of the Minot City Council was held in the City Council Chambers, City Hall (10 3rd Ave SW). Mayor Ross called the meeting to order at 05:42 PM.

ROLL CALL

Members Present: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross, Scott Samuelson

Members Absent: None

PLEDGE OF ALLEGIANCE

Mayor Ross and Girl Scouts Troops 10216 & 10259 led the City Council in the Pledge of Allegiance.

MAYOR'S REPORT

Mayor Ross attended a Neighborhood meeting, a Military Affairs meeting, a couple legislative meetings, the PD Award Ceremony, a Task Force 21 meeting, a Workforce Development meeting, provided testimony at the legislature, dropped a puck at a Minotauros game, attended a MACEDC Board meeting, a dinner meeting with General Huser, and a Pie in the Face event for MSU Football.

REPORTS

CITY MANAGER'S REPORT

Harold Stewart submitted a written report to the City Council. David Lakefield made a brief presentation to the City Council about the City of Minot annual budget.

PLANNING COMMISSION

CONSIDER THE REPORT OF THE PLANNING COMMISSION

PUBLIC HEARING: CASE #2025- 03 - ST CROIX ADDITION - ZONING MAP AMENDMENT

The motion to close the public hearing and approve the Zoning Map Amendment in alignment with the recommendations of the Planning Commission as shown in Attachment A was initiated by City Council Member Jantzer, seconded by City Council Member Olson and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross, Scott Samuelson; nays: None.

PUBLIC HEARING: CASE #2025-05 - DAWN TO DUSK ADDITION, LOT 2 - ZONING MAP AMENDMENT

The motion to close the public hearing and approve the Zoning Map Amendment in alignment with the recommendations of the Planning Commission as shown in Attachment A was initiated by City Council Member Fuller, seconded by City Council Member Pitner and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross, Scott Samuelson; nays: None.

PUBLIC HEARING: CASE #2025-06 - LOT B OF OTLT 23 S32-155-82 - ZONING MAP AMENDMENT

The motion to close the public hearing and approve the Zoning Map Amendment in alignment with the recommendations of the Planning Commission as shown in Attachment A was initiated by City Council Member Pitner, seconded by City Council Member Blessum and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross, Scott Samuelson; nays: None.

PUBLIC HEARING

PUBLIC HEARING: FINAL APPROVAL OF RENAISSANCE ZONE CASE M-71 BY JAMES RYAN FOR A FIVE-YEAR PROPERTY TAX BENEFIT FOR THE REHABILITATION OF A COMMERCIAL (RESIDENTIAL RENTAL) PROPERTY LOCATED AT 8 4TH STREET NE

The motion to close the public hearing and approve the request and authorize staff to submit the case to the State of North Dakota for final approval was initiated by City Council Member Pitner, seconded by City Council Member Jantzer and carried by the following roll call vote: ayes: Mike Blessum, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross; nays: Rob Fuller, Scott Samuelson.

PUBLIC HEARING: FINAL APPROVAL OF RENAISSANCE ZONE CASE M-100 BY MICHAEL AND RACHELLE SIAN (SPECTRUM FITNESS) FOR A FIVE-YEAR PROPERTY TAX BENEFIT FOR THE REHABILITATION OF COMMERCIAL PROPERTY LOCATED AT 1915 N. BROADWAY

The motion to close the public hearing and approve the request and authorize staff to submit the file to the State of North Dakota for final approval was initiated by City Council Member Fuller, seconded by City Council Member Pitner and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross; nays: Scott Samuelson.

CONSENT ITEMS

The motion to approve consent items 7.1-7.2 #1, 7.3-7.5 and 7.8-7.23 was initiated by City Council Member Blessum, seconded by City Council Member Pitner and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross, Scott Samuelson; nays: None.

CITY COUNCIL MINUTES – Approve the minutes of the March 3, 2025, Regular City Council meeting.

ORDINANCES - approve the following ordinance on second reading:

1. Ordinance No 6065 - 2024 BA - Year End Budget Adjustments

ADMINISTRATIVE APPROVALS – Ratify the following administratively approved requests:

1. Minot High Football Boosters to conduct a calendar raffle May 2025 at Minot High School (1100 11th Ave SW).
2. First Lutheran Church Youth to conduct a raffle on April 20, 2025, at First Lutheran Church (120 5th Ave NW).
3. Independence Inc to conduct a raffle on March 6, 2025, at The Grand Hotel (1505 N Broadway).
4. Dakota Clay Busters to conduct a raffle on June 29, 2025, at Centerspace (3100 10th St SW).
5. Minot Family YMCA to conduct a raffle on June 7, 2025, at the YMCA (3515 16th ST SW).
6. Special Event Permit for Atypical Brewery (508 E Central Ave).
7. Special Event Permit for Mi Mexico (3816 S Broadway).

MAYORAL APPOINTMENTS – Confirm the following Mayoral Appointment:

- Luke Heilman, from Town & Country Credit Union, replacing Tyler Neether as a finance industry representative on the Renaissance Zone Review Board, with a term to expire December 31, 2027.

GAMING SITE AUTHORIZATION - MINOT STATE UNIVERSITY BEAVER BOOSTERS – Approve the gaming site authorization for MSU Beaver Boosters to conduct raffles on April 2, 2025, at The Sleep Inn & Suites Conference Center located at 2400 10th St SW.

APPROVAL OF ACCOUNTS RECEIVABLE WRITE-OFFS – Approve the additional December 2024 and February 2025 general accounts receivable write-offs.

DWR COST SHARE APPLICATION FOR WATERMAIN REPLACEMENT - Support a cost share request for pre-construction expenses and, if granted, support a cost share request for construction-related expenses once the project has been designed and is ready to bid; and authorize the Mayor to sign a cover letter acknowledging the request for cost share of preconstruction and construction expenses.

2024 EDISON SAFE ROUTES TO SCHOOL - FINAL PAYMENT (4667) – Approve the final payment of \$3,507.00 to be paid to the North Dakota Department of Transportation.

2025 STREET IMPROVEMENT SOUTH AREAS - AWARD OF BID (4866.1) - Award the bid for 2025 Street Improvement - South Areas to the low bidder, Keller Paving & Landscaping, Inc. in the amount of \$1,935,175.08; and authorize the Mayor to sign the agreement.

2025 STREET IMPROVEMENT NORTH AREAS - AWARD OF BID (4866.2) – Award the bid for 2025 Street Improvement - North Areas to the low bidder, Keller Paving & Landscaping, Inc. in the amount of \$2,162,396.08; and authorize the Mayor to sign the agreement.

2025 STREET PATCHING - AWARD OF BID (4869) - Award the bid for 2025 Street Patching to the low bidder, Bechtold Paving, Inc. in the amount of \$649,525.00; and authorize the Mayor to sign the agreement.

2025 SIDEWALK, CURB & GUTTER - AWARD OF BID (4870) - Award the bid for 2025 Sidewalk, Curb & Gutter to the low bidder, Keller Paving & Landscaping, Inc. in the amount of \$585,184.00; and authorize the Mayor to sign the agreement.

APPOINTMENT OF SPECIAL ASSISTANT CITY ATTORNEY WADE ENGET - Consent and approve the appointment of Wade Enget, Mountrail County States Attorney, to act as Special Assistant City Attorney in Minot Police Department LERMS Case No. 25-03316; and authorize the City Attorney and Mayor to sign any necessary paperwork to complete the appointment.

PRAIRIE ENGINEERING CONSULTANT TASK ORDER 3 (4782) - Approve the contract task order with Prairie Engineering and authorize the Mayor to sign the amendment.

2025 PAVEMENT MARKINGS – AWARD OF BID (4890) - Award the bid for the 2025 Pavement Markings Project to the low bidder, West River Striping Co., in the amount of \$389,058.90; and authorize the Mayor to sign the agreement for the project.

2025 NORTH DAKOTA AERONAUTICS COMMISSION AND FAA GRANT REQUESTS - Direct staff submit grant requests to NDAC and the FAA; and if grant(s) are awarded, authorize the Mayor, the Airport Director, and the City Attorney to sign the required documents and agreement(s).

CASE #2025-10 - THE EHR HILLS ADDITION - FINAL PLAT – Approve the proposed final subdivision plat as provided in Attachment A.

CASE #2025-11 - 2708 30TH AVE NE (SIMPLOT) – ANNEXATION – Approve the proposed annexation as provided in Attachment A.

LEAD SERVICE IDENTIFICATION & REPLACEMENT PROJECT - Approve the attached resolution to apply for a DWSRF loan.

APPROVE REQUEST FOR RENEWAL OF AIRPORT HAY LAND/CROP AGREEMENT - Approve the Request for Renewal of the Airport's Hay Land/Crop agreement; and authorize the Mayor to sign any necessary documents.

MINOT JUNIOR GOLF ASSOCIATION DONATION TO THE MINOT AREA BOMB SQUAD - Accept a donation in the amount of \$10,561.32 from the Minot Junior Golf Association, Inc for the purchase of bomb squad helmets and face shields; and approve the ordinance to amend the 2025 annual budget to increase the Police Department furniture and equipment expenditures and contributions and donations revenue on first reading.

ORDINANCES

The motion to approve Ordinance No 6066 - 2025 BA - Transit Mobility Manager on second reading was initiated by City Council Member Olson, seconded by City Council Member Jantzer and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross; nays: Scott Samuelson.

PUBLIC SAFETY ANALYST JOB DESCRIPTION

The motion to approve the job description for a Public Safety Analyst was initiated by City Council Member Olson, seconded by City Council Member Jantzer and carried by the following roll call vote: ayes: Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross, Scott Samuelson; nays: Mike Blessum.

FIRST CONTRACT AMENDMENT - FACADE IMPROVEMENT CASE NO. FI-12 (11 E. CENTRAL AVE.)

The motion to approve and authorize the Mayor to execute the contract amendment was initiated by City Council Member Pitner, seconded by City Council Member Fuller and carried by the following roll call vote: ayes: Mike Blessum, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross; nays: Rob Fuller, Scott Samuelson.

ACTION ITEMS

16TH STREET SW RECONSTRUCTION AWARD OF BID (4780)

The motion to award the bid to Park Construction Company in the amount of \$11,245,531.74 contingent upon successful review of DBE requirements and authorize the Mayor to sign the contract was initiated by City Council Member Jantzer, seconded by City Council Member Olson and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross, Scott Samuelson; nays: None.

PERSONAL APPEARANCES - There were no personal appearances.

MISCELLANEOUS AND DISCUSSION ITEMS

IDLEWILD SUBDIVISION DEVELOPMENT AND ESTIMATED INFRASTRUCTURE COSTS

At this point, the City Council has decided not to take any particular action on this matter.

LIAISON REPORTS

Council Member Fuller attended multiple Ward County Planning Commission meetings, a Library Board meeting, a Ward County Emergency Management meeting, and legislative forums. Council Member Jantzer attended a CDMPO meeting. Council Member Samuelson also attended multiple Ward County Planning Commission meetings. Council Member Olson attended a full Souris Basin Planning Council Board meeting. She also offered condolences to the friends and family of Leif Snyder. Council Member Blessum has upcoming meetings for the 911 Committee, the Minot Commission on Aging, and the Economic Development Plan Review Committee. Council Member Pitner attended a Renaissance Zone Board meeting and a bid opening for the street projects. He also has an upcoming meeting for Visit Minot and the Economic Development Plan Review Committee.

ADJOURNMENT

The motion to adjourn the meeting at 7:02 pm was initiated by City Council Member Pitner, seconded by City Council Member Blessum and carried by the following roll call vote: ayes: Mike Blessum, Rob Fuller, Mark Jantzer, Lisa Olson, Paul Pitner, Tom Ross, Scott Samuelson; nays: None.

ATTEST: _____
Mikayla McWilliams, City Clerk

APPROVED: _____
Mark Jantzer, President & Acting Mayor

ORDINANCE NO. 6068

AN ORDINANCE TO ANNEX INTO THE CORPORATE LIMITS OF THE CITY OF MINOT; LOT 1 NORTHEAST BUSINESS PARK ADDITION TO THE CITY OF MINOT, WARD COUNTY, NORTH DAKOTA.

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

Section 1. That the property described below is hereby annexed into the corporate boundary of the City of Minot, North Dakota:

LOT 1 NORTHEAST BUSINESS PARK ADDITION, WARD COUNTY, NORTH DAKOTA.

Section 2. The annexation of the above described property and any development thereof shall be in accordance with said zoning district's provisions as set forth in the Land Development Ordinance of the City of Minot.

Section 3. This ordinance shall be in effect from and after its final passage and approval.

PASSED FIRST READING:

March 17, 2025

PASSED SECOND READING:

April 7, 2025

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Mark Jantzer, Acting Mayor

ORDINANCE NO. 6069

AN ORDINANCE REZONING LOT B OF OUTLOT 23, SECTION 32, TOWNSHIP 155 NORTH, RANGE 82 WEST FROM “C2” GENERAL COMMERCIAL DISTRICT TO “M1” LIGHT INDUSTRIAL DISTRICT.

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

Section 1. That the property described below is hereby zoned **“M1” Light Industrial District**:

LOT B of Outlot 23, Section 32, Township 155 North, Range 82 West

Section 2. The **“M1” Light Industrial District** zoning of the above described property and any development thereof shall be in accordance with said zoning district’s provisions as set forth in the Land Development Ordinance of the City of Minot.

Section 3. This ordinance shall be in effect from and after its final passage and approval.

PASSED FIRST READING:

March 17, 2025

PASSED SECOND READING:

April 7, 2025

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Mark Jantzer, Acting Mayor

ORDINANCE NO. 6070

**AN ORDINANCE REZONING LOT 2 OF DAWN TO DUSK ADDITION FROM “C2”
GENERAL COMMERCIAL DISTRICT TO “M1” LIGHT INDUSTRIAL DISTRICT.**

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

Section 1. That the property described below is hereby zoned **“M1” Light Industrial District**:

LOT 2 of Dawn to Dusk Addition

Section 2. The **“M1” Light Industrial District** zoning of the above described property and any development thereof shall be in accordance with said zoning district’s provisions as set forth in the Land Development Ordinance of the City of Minot.

Section 3. This ordinance shall be in effect from and after its final passage and approval.

PASSED FIRST READING:

March 17, 2025

PASSED SECOND READING:

April 7, 2025

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Mark Jantzer, Acting Mayor

ORDINANCE NO. 6071

**AN ORDINANCE REZONING LOT 2 OF ST. CROIX ADDITION FROM “C2”
GENERAL COMMERCIAL DISTRICT TO “CBD” CENTRAL BUSINESS DISTRICT.**

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

Section 1. That the property described below is hereby zoned **“CBD” Central Business District**:

LOT 2 of St. Croix Addition

Section 2. The **“CBD” Central Business District** zoning of the above described property and any development thereof shall be in accordance with said zoning district’s provisions as set forth in the Land Development Ordinance of the City of Minot.

Section 3. This ordinance shall be in effect from and after its final passage and approval.

PASSED FIRST READING:

March 17, 2025

PASSED SECOND READING:

April 7, 2025

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Mark Jantzer, Acting Mayor

ORDINANCE NO: 6072

**AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO INCREASE THE
POLICE DEPARTMENT FURNITURE AND EQUIPMENT EXPENDITURES AND
CONTRIBUTIONS & DONATIONS REVENUE FOR A DONATION RECEIVED.**

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

- §1: Amend the 2025 annual budget to increase the Police Department furniture and equipment expenditures and contributions & donations revenue for a donation received:

10021000-46102		\$10,561
10000000-36400		10,561

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

PASSED FIRST READING: March 17, 2025

PASSED SECOND READING: April 7, 2025

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk



TO: Mayor Ross
Members of the City Council

FROM: Mikayla McWilliams, City Clerk

DATE: April 7, 2025

SUBJECT: ADMINISTRATIVE APPROVALS

I. RECOMMENDED ACTION

It is recommended City Council ratify the following administratively approved requests:

- 1. Magic City Figure Skating Club to conduct a raffle on April 11, 2025 at The Armory (420 3rd Ave SW).**
- 2. Minot Lions Club to conduct a raffle on June 10, 2025 at Oak Park Shelter #10 (1300 4th Ave NW).**
- 3. Benefit for Howard Lemere to conduct a raffle on March 29, 2025 at The Drop Zone (101 S Main St).**
- 4. Gymagic Gymnastics to conduct a raffle on April 5, 2025 at Gymagic Gymnastics (5645 18th Ave SE).**
- 5. Kiddie Korral 2.0 Childcare Center to conduct a raffle on June 10, 2025 at Kiddie Korral 2.0 Childcare Center (3524 Burdick Exwy E).**
- 6. Christ Lutheran Church Women to conduct a raffle on June 17, 2025 at Christ Lutheran Church (502 17th St NW).**
- 7. Minot Downtown Beautification Association to conduct a bingo from May 5-30, 2025 at Trinity Gift Shop (2305 37th Ave SW).**
- 8. F5 Project to conduct a raffle on April 5, 2025 at the Clarion Hotel (2200 E Burdick Exwy).**
- 9. Special Event Permit for Saul's (105 1st St SE).**
- 10. Special Event Permit for Nola's Lounge (919 Burdick Exwy W).**
- 11. Special Event Permit for Sports on Tap (220 S Broadway).**

II. DEPARTMENT CONTACT PERSONS

Mikayla McWilliams, City Clerk, 701-857-4752
Dale Plessas, Police Captain, 701-857-9800

III. DESCRIPTION

A. Background

Under the Code of Ordinances, a permit issued pursuant to NDCC 5-02-01.1, to allow an alcoholic beverage sales licensee to operate at premises other than the licensed premises to which the license relates, shall be issued administratively by the city clerk upon the following terms and conditions:

1. The payment by the applicant of a nonrefundable fee of twenty-five dollars (\$25.00).
2. The submission by the applicant, as part of the application required by the city clerk, of a brief narrative explaining:
 - a. The nature of the occasion for the permit (e.g., wedding dance, trade show or promotion, etc.); and
 - b. The steps which will be undertaken by the permittee to restrict the sale to, and consumption of, alcoholic beverages by minors at such occasion.
3. The written approval by the chief of police of the issuance of the permit.
4. A permit issued pursuant to this subsection may not be used for the off-sale of alcoholic beverages.

An application for local authorization pertaining to gaming, other than site approval, shall be issued administratively by the city clerk upon the following terms and conditions:

1. The payment by the applicant of a fee [of \$25].
2. The submission by the applicant, as part of the application required by the city clerk, of the following:
 - a. The appropriate form and other information prescribed or recommended by the attorney general; or
 - b. If there is no prescribed or recommended form, then a brief narrative explaining the particulars whereby the applicant should be considered to be qualified under state law for the particular local authorization sought; what the net proceeds will be expended for; and such other information, if any, as the city clerk may reasonably require to assist him in administering this subsection.
3. The written approval by the chief of police of the issuance of the authorization.

Each month, a report shall be provided to the city council concerning the permits allowed and the permits denied under this subsection subsequent to the last prior such report.

IV. IMPACT

A. Aspirations

Safe and Welcoming

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

Special Event Permits, Local Permits and Restricted Event Permits are approved administratively each month through the City Clerk's Office. The non-refundable application fee for each permit is \$25 and is deposited into the appropriate general fund revenue accounts.

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

N/A - the request is to ratify the applications which have been administratively approved.

Department: Airport	
Name	Gross Pay
Baier, Jamison T	\$ 3,525.80
Brock, Vanessa M	\$ 4,196.98
Brock, William	\$ 4,630.19
Choi, Alex M	\$ 6,333.77
Clark, Benjamin P	\$ 4,117.18
Davis, Brandon	\$ 5,039.98
Depriest, Isaac	\$ 4,328.35
Dickson, Earnest edward	\$ 4,776.85
Draper, David	\$ 5,268.36
Eckman, Jennifer	\$ 12,494.56
Hunter, Kyle James	\$ 3,093.76
Kaminski, Thomas	\$ 3,749.25
Klein, Craig A	\$ 4,235.30
Long, Jessica	\$ 6,585.64
Molloy, Danielle Elisabeth	\$ 3,622.05
Moody, Sharon	\$ 4,328.35
Norby, Judy	\$ 4,453.52
Ortiz-Pabon, Nelson	\$ 4,380.80
Rafala, Michael	\$ 6,016.30
Romanick, Maria C	\$ 6,918.96
Romero, Melvin Frederick	\$ 3,218.24
Sanders, Sean Edward	\$ 1,040.00
Takashige, Alec N	\$ 5,425.74
Urban, Randy N	\$ 3,260.93
Totals for Department Airport	
Total	\$ 115,040.86

Department: Assessors	
Name	Gross Pay
Druse, Damon	\$ 8,527.27
Kamrowski, Ryan L	\$ 8,591.99
Lovelace, Daniel D	\$ 6,944.20
Maragos, Sheila M	\$ 7,294.28
Nelson, Chelsy	\$ 4,120.24
Schlecht, Dustin J	\$ 7,476.62
Totals for Department Assessors	
Total	\$ 42,954.60

Department: Cemetery	
Name	Gross Pay
Roteliuk, Rondel R	\$ 7,116.94

Name	Gross Pay
Seifert, James R	\$ 4,776.85
Zietz, Cole J	\$ 4,547.77
Totals for Department Cemetery	
Total	\$ 16,441.56

Department: City Attorney	
Name	Gross Pay
Dickerson, Corbin	\$ 8,856.91
Henjum, Nathaniel	\$ 4,776.85
Horst, Nancy	\$ 5,486.64
Schmitz, Nick	\$ 7,828.23
Stalheim, Stefanie	\$ 11,896.50
Totals for Department City Attorney	
Total	\$ 38,845.13

Department: City Council	
Name	Gross Pay
Blessum, Michael	\$ 1,190.00
Fuller, Robert M	\$ 1,190.00
Jantzer, Mark J	\$ 1,190.00
Olson, Lisa M	\$ 1,190.00
Pitner, Paul	\$ 1,190.00
Ross, Thomas	\$ 1,500.00
Samuelson, Scott A.	\$ 1,190.00
Totals for Department City Council	
Total	\$ 8,640.00

Department: City Manager	
Name	Gross Pay
Joyce, Thomas C	\$ 14,801.80
McWilliams, Mikayla	\$ 6,425.01
Schraeder, Ann M	\$ 4,784.25
Stein, Jeanne	\$ 7,091.94
Stewart, Harold Leroy	\$ 16,033.50
Totals for Department City Manager	
Total	\$ 49,136.50

Department: City Shop	
Name	Gross Pay
Anderson, Robbie	\$ 4,001.11
Bradford, Emil	\$ 3,857.41
Headrick, Jesse	\$ 3,972.92

Name	Gross Pay
Hermanson, Brook A	\$ 6,728.47
Hughbanks, Brian	\$ 4,023.57
Ortmann, Donald G	\$ 6,196.43
Rivera, Frank R	\$ 4,755.66
Schaubroeck, April S	\$ 3,750.75
Schmidt, Charles Joseph	\$ 7,828.31
Smith, Zachary Thomas	\$ 3,901.44
Totals for Department City Shop	
Total	\$ 49,016.07

Department: Dispatch	
Name	Gross Pay
Alves, Jeanne E	\$ 6,250.27
Brown, Justice	\$ 5,186.83
Buchweitz, Savanah Raelyn	\$ 4,421.04
Christie, Sean A	\$ 9,570.75
Evans, Amy	\$ 4,236.39
Fahy, Wayne W	\$ 7,091.94
Haugan, Margaret H	\$ 6,954.79
Lausch, Jacqueline	\$ 6,610.91
Lonis, Ashleigh	\$ 5,818.01
Meicher, Chloe G	\$ 4,106.04
Newman, Samantha	\$ 5,609.32
Okon, Destany Lynn	\$ 3,831.68
Pakkala, Paige Lillian	\$ 3,340.52
Roehm, Brandi	\$ 3,930.63
Sorensen, Elizabeth A	\$ 8,463.81
Van Hill, Shanlya M	\$ 6,792.28
Wollschlager, Charles David	\$ 3,819.89
Yost, Braydon Gage	\$ 3,902.70
Totals for Department Dispatch	
Total	\$ 99,937.80

Department: Engineering	
Name	Gross Pay
Erickson, Aleesha L	\$ 7,389.12
Foley, Taylor	\$ 5,018.84
Hernandez, Gabriel	\$ 4,749.61
Hoffart, Jesse	\$ 7,091.94
Huettl, Emily	\$ 9,537.95
King, Matthew R	\$ 7,091.94
Meyer, Lance E	\$ 12,434.06
Ramos, Nicole	\$ 5,820.72
Romann, Alicia A	\$ 5,678.64

Name	Gross Pay
Steckler, Thomas E	\$ 7,828.23
Swartz-Dahl, Sami	\$ 5,144.63
Vorgitch, Julia	\$ 384.94
Totals for Department Engineering	
Total	\$ 78,170.62

Department: Finance	
Name	Gross Pay
Burns, Callie S	\$ 6,425.01
Grabow, Randi L	\$ 5,273.33
Lakefield, David	\$ 13,181.18
Molina, Crystal R	\$ 4,911.22
Nerem, Laurisa	\$ 4,547.08
Nishek, Laurie	\$ 5,539.48
Olson, Jaelee	\$ 5,022.40
Schmidt, Susan	\$ 5,273.33
Shatara, Jenna	\$ 1,049.52
Shefstad, Brittany J	\$ 5,966.26
Shelkey, Melody L	\$ 6,397.50
Van Grinsven, Kristin	\$ 6,585.64
Variste, Jeanny	\$ 4,572.72
Zeece, Holly	\$ 5,678.72
Zelinski, Jenna M	\$ 8,665.85
Totals for Department Finance	
Total	\$ 89,089.24

Department: Fire - Administration	
Name	Gross Pay
Babinchak, Jason A	\$ 8,856.91
Berg, Lorie A	\$ 6,038.37
Brown, Robby	\$ 6,610.30
Burns, Austin T	\$ 8,881.91
Hammer, Stuart	\$ 6,610.30
Hardy, Glen A	\$ 5,333.14
Kronschnabel-Dostert, Kelli	\$ 13,156.18
Maxwell, Mason W	\$ 9,537.95
Seifert, Travis J	\$ 7,190.26
Summers, Dana W	\$ 6,370.15
Weber, Brent A	\$ 10,020.78
Totals for Department Fire - Administration	
Total	\$ 88,606.25

Department: Fire Control	
Name	Gross Pay
Aberle, Christopher	\$ 9,090.53
Allen, Scott	\$ 5,213.26
Anderson, Joseph	\$ 4,745.13
Angelo, Jason	\$ 5,811.51
Baker, Griffin Joseph	\$ 4,783.64
Beck, Kyle W	\$ 9,705.58
Berntson, Austin	\$ 5,659.87
Boechler, Matthew A	\$ 4,496.12
Burgess, Justin T	\$ 7,680.85
Christen, Tyler P	\$ 4,818.53
Coleman, Alexander	\$ 6,557.90
Croxall, Jeremy M	\$ 6,073.20
Degele, Travis W	\$ 9,161.59
Dockter, James	\$ 6,080.24
Eull, Mitchell	\$ 5,596.14
Filkins, Jacob E	\$ 6,059.33
Fylling, Jacob	\$ 5,931.16
Garberg, Tully D	\$ 6,048.45
Ghent, Tyler	\$ 4,174.11
Gilliss, Shane	\$ 10,708.68
Hanselman, Andrew J	\$ 8,593.11
Hanson, Myles	\$ 6,162.18
Haskins, Patrick	\$ 4,557.36
Hayden, Jameson	\$ 4,967.20
Kristiansen, Hans	\$ 8,410.64
Laks, Damon	\$ 7,497.82
Laskowski, Paul J	\$ 9,765.60
Lentz, Jacob W	\$ 9,321.48
Mathieson, Mark	\$ 5,478.88
Meadows, Casey D	\$ 7,741.50
Meadows, Jaydee	\$ 5,343.96
Meyer, Trent	\$ 4,260.33
Nelson, Brady Kent	\$ 4,666.80
Nerem, Jesse	\$ 5,546.91
Newman, Phillip	\$ 5,640.67
Olson, Joshua	\$ 5,478.88
Orr, Jeremiah	\$ 5,940.68
Perry, Cody Arnold	\$ 4,074.00
Peterson, Aaron P	\$ 7,989.10
Raymond, Daniel	\$ 7,343.04
Rice, Alec D	\$ 4,808.13
Rohrbach, Robert A	\$ 7,551.76
Ross, Michael T	\$ 4,727.61

Name	Gross Pay
Rostberg, Casey	\$ 6,875.56
Safranski, Dustin M	\$ 6,306.91
Schill, Kyle	\$ 5,907.23
Schoenborn, Matthew Lee	\$ 4,183.44
Schriock, Kerry W	\$ 10,830.61
Shoemaker, Charles	\$ 6,656.32
Staples, Kayden	\$ 4,279.49
Tancabel, Andrew	\$ 8,932.75
Taylor, Matthew	\$ 5,735.65
Tougas, Brady W	\$ 6,141.03
Urban, Augustus	\$ 5,451.74
Walhood, Bradley	\$ 4,141.99
Walter, Devin M	\$ 7,891.39
West, Jason	\$ 7,814.04
Wolf, Hunter	\$ 4,110.48
Zabka, Aaron	\$ 5,380.77
Totals for Department Fire Control	
Total	\$ 374,902.86

Department: Human Resources	
Name	Gross Pay
Porterfield, Monica L	\$ 7,109.92
Scott, Courtney K	\$ 5,430.08
Thurston, Brittany	\$ 7,287.06
Totals for Department Human Resources	
Total	\$ 19,827.06

Department: IT	
Name	Gross Pay
Albertson, Alec	\$ 6,467.46
Herslip, Jacob	\$ 4,320.24
Knudsvig, Miles	\$ 5,473.73
McKibben, Jason S	\$ 9,128.34
Podolski, Tyler	\$ 4,320.24
Ulrickson, Paul M	\$ 8,690.85
Totals for Department IT	
Total	\$ 38,400.86

Department: Inspections	
Name	Gross Pay
Bischof, Duran	\$ 6,145.40
Degroot, Gage	\$ 8,943.76
Hancock, Thomas	\$ 1,729.00

Name	Gross Pay
Heizelman, Gerald Lee	\$ 5,018.83
Johnson, Jennifer Lynn	\$ 4,547.78
Kilichowski, Owen J	\$ 6,303.19
Kimball, Michelle L	\$ 5,488.13
Murphy, Michael J	\$ 7,269.27
Ringsaker, Kelsey Raye	\$ 1,411.00
Sickler, Laurie A	\$ 5,273.73
Stewart, Tony Earl	\$ 5,574.22
Tillema, Luke	\$ 9,305.24
Totals for Department Inspections	
Total	\$ 67,009.55

Department: Landfill	
Name	Gross Pay
Akin, Dwayne S	\$ 4,145.79
Anderson, Melissa Ann	\$ 3,300.74
Boucher, Robbie R	\$ 4,778.33
Bullard-Wolf, Christina	\$ 5,144.63
Bullard-Wolf, Travis D	\$ 4,660.65
Curelo, Steven	\$ 4,328.35
Foster, Krystle A	\$ 3,381.37
Helgeson, David	\$ 4,900.75
Mullikin, Christopher Ryan	\$ 3,381.37
Reimche, Tyler J	\$ 5,273.73
Shefstad, Allen	\$ 6,277.18
Zuck, Darren S	\$ 5,273.74
Totals for Department Landfill	
Total	\$ 54,846.63

Department: Library	
Name	Gross Pay
Aberle, Craig S	\$ 3,857.80
Bickell, Destiny Jayd	\$ 3,641.12
Brown, Leah M	\$ 1,464.89
Carswell, Pamela E	\$ 5,450.77
Fagerland, Benjamin	\$ 3,382.31
Frey, Katelin Margaret	\$ 1,486.40
Hall, Bradley William	\$ 834.88
Humble, Katie	\$ 352.93
Huseth, Valerie	\$ 3,825.01
Julson, Marcia G	\$ 4,547.42
Lien, Kathryn	\$ 4,053.59
McGrady, Hunter Lee	\$ 1,185.19
Miller, Emily	\$ 37.16

Name	Gross Pay
Monley, Randi D	\$ 5,187.55
Moya, Zhaina	\$ 7,827.45
Ostlund, Emily	\$ 4,896.19
Pecoraro, Betty	\$ 1,664.44
Pikka, Joshua	\$ 6,016.56
Possen, Lacey A	\$ 4,312.28
Prevett, Destiney Raine	\$ 1,891.72
Schneibel, Veronica	\$ 4,473.11
Timothy, Scott D	\$ 5,825.98
Wernecke, Elizabeth MayLynn	\$ 1,558.92
Wheeler, Mary P	\$ 6,166.96
Williams, David J	\$ 772.83
Wolf, Julie M	\$ 3,471.37
Ziegler, Kassandra M	\$ 3,857.80
Totals for Department Library	
Total	\$ 92,042.63

Department: Metro Planning Org	
Name	Gross Pay
Van Dyke, John W	\$ 9,152.10
Totals for Department Metro Planning Org	
Total	\$ 9,152.10

Department: Municipal Court	
Name	Gross Pay
Beall, Ashley	\$ 4,733.62
Glines, Morgan	\$ 1,800.00
Harvey, Kristain	\$ 1,992.80
McNicholas, Andrea	\$ 4,018.61
Tallman, Nicole	\$ 5,019.23
Totals for Department Municipal Court	
Total	\$ 17,564.26

Department: NAWS Biota Plan	
Name	Gross Pay
Kittelson, Collin	\$ 6,049.03
Knight, Benjamin Layton	\$ 3,465.28
May, Ashley Elizabeth	\$ 3,188.12
O'Keefe, Kevin	\$ 5,397.21
Parsons, John	\$ 3,519.09
Plesuk, Sara Dawn	\$ 3,985.67
Sims, Aaron	\$ 3,526.06
Solberg, Dana	\$ 3,443.00

Name	Gross Pay
Walker, James Alonso	\$ 4,354.65
Totals for Department NAWS Biota Plan	
Total	\$ 36,928.11

Department: National Disaster Recover	
Name	Gross Pay
Plank, Christopher J	\$ 6,115.39
Totals for Department National Disaster Recover	
Total	\$ 6,115.39

Department: PW Utility Admin	
Name	Gross Pay
Cofell, Benjamin H	\$ 8,224.56
Cuyppers, Anthony J	\$ 4,328.35
Hoyt, Kari L	\$ 5,820.60
Meyer, Veronica M	\$ 9,078.34
Schettler, Tristan	\$ 5,820.72
Sorenson, Jason S	\$ 11,662.42
Totals for Department PW Utility Admin	
Total	\$ 44,934.99

Department: Planning	
Name	Gross Pay
Billingsley, Brian	\$ 11,327.26
Diedrichsen, Douglas Craig	\$ 8,856.91
Falconer, Daniel	\$ 5,144.63
Gartner, Kylee Jo	\$ 2,000.00
Hornberger, Hannah L.	\$ 4,328.36
Zietz, Marjorie	\$ 5,486.64
Totals for Department Planning	
Total	\$ 37,143.80

Department: Police - Administration	
Name	Gross Pay
Bachmeier, Kendra	\$ 3,325.68
Chapman, David J	\$ 8,856.91
Church, Jenna J	\$ 3,825.01
Foley, Jared S	\$ 7,883.28
Gessner, Cheryl K	\$ 6,223.65
Guthrie, Trisha K	\$ 4,533.10
Haug, Shane M	\$ 9,078.34
Klug, John M	\$ 2,089.02

Name	Gross Pay
Kolnes, Kimberly	\$ 3,838.76
Olson, Ashley	\$ 4,547.78
Roberts, Christine L	\$ 5,273.73
Sandusky, Caisee M	\$ 9,152.63
Schmidt, Denise	\$ 3,218.45
Sumlin, Robbie M	\$ 7,938.07
Sundbakken, Jason J	\$ 10,269.72

Totals for Department Police - Administration

Total \$ 90,054.13

Department: Police - Investigations	
Name	Gross Pay
Asham, Carmen L	\$ 8,204.48
DeNovio, William	\$ 6,700.45
Dyke, Darren M	\$ 9,528.52
Guerton, Kristin	\$ 6,891.84
Hanks, Elijah	\$ 7,523.08
Heringer, Rebecca	\$ 5,010.01
Johnson, Charles S	\$ 10,213.30
Plessas, Dale J	\$ 11,014.60
Reis, Shawn	\$ 7,009.60
Roach, Andrew	\$ 7,723.23
Wheeling, Jill	\$ 3,839.46

Totals for Department Police - Investigations

Total \$ 83,658.57

Department: Police - Patrol	
Name	Gross Pay
Andrade, Memorie	\$ 7,396.51
Bach, Kolbe M	\$ 6,305.98
Bambenek, Jason L	\$ 7,946.95
Bartlett, Alec	\$ 6,728.60
Berentson, Taylor	\$ 4,927.36
Black, Winston	\$ 1,870.00
Boswell, Jordan	\$ 4,922.53
Burghardt, Thomas	\$ 5,192.88
Burtch, Tyler R	\$ 5,741.36
Carter, Ronald	\$ 7,084.05
Casarez, Andres	\$ 8,369.19
Connole, Michael W	\$ 7,206.66
Gladback, Belinda	\$ 8,053.91
Gonzales, Daniel	\$ 4,788.78
Greenlees, Alexander	\$ 4,120.24
Guzman, Katherine	\$ 4,660.25

Name	Gross Pay
Hall, Cullen	\$ 6,381.02
Harrington, Alexander D	\$ 6,367.49
Hathaway, Eric	\$ 5,058.96
Hess, Andrew M	\$ 5,308.50
Hugg, Anthony	\$ 6,856.53
Hunter, Mark	\$ 4,328.35
Jensen, Taylor A	\$ 9,271.96
Johnson, Greg W	\$ 8,402.66
Kiss, Sarah	\$ 6,863.86
Knutson, Zachary W	\$ 1,075.68
Labodda, Seth	\$ 6,548.26
Lakoduk, Ross Allen Macklin	\$ 7,641.12
Lovro, Mary Sanford	\$ 4,212.05
Luck, Jayden James	\$ 4,679.40
Mehlhoff, Andrew K	\$ 7,654.31
Miller, Cody Lee	\$ 6,921.80
Miller, Gannon E	\$ 7,218.59
Myers, Zackery Colin	\$ 7,065.85
Neel, Tyler	\$ 4,834.73
Nielsen, Michael Anthony	\$ 4,884.94
Noyes, Joshua D	\$ 13,931.85
Olson, Jacob	\$ 9,169.78
Petersen, Carrie A	\$ 6,906.45
Pfeiffer, Peggy	\$ 4,804.72
Pollman, Dana	\$ 7,550.69
Presley, Jessica L	\$ 6,076.97
Roberts, Bobby R	\$ 4,994.48
Ruelle, Tyler J	\$ 9,275.52
Rynestad, Jersey	\$ 4,388.72
Schoenrock, Stephen J	\$ 6,739.78
Shaide, Kristian	\$ 7,658.94
Shaw, Jarred	\$ 6,484.88
Somerville, Amanda M	\$ 4,234.96
Squyres, Heidi	\$ 3,471.92
Stebbleton, Tatum	\$ 4,984.03
Strandemo, Cole A	\$ 5,118.58
Sullivan, Christian	\$ 5,577.48
Sundheim, Justin C	\$ 10,269.72
Washington, Anthony L	\$ 7,729.50
Wegner, Shawn P	\$ 9,238.00
Wheeler, Daniel B	\$ 8,288.14
Wilkes, Jordan R	\$ 5,375.43
Williams, Brian	\$ 9,291.93
Totals for Department Police - Patrol	
Total	\$ 378,453.78

Department: Property Maintenance	
Name	Gross Pay
Ciccarelli, Amy Jo	\$ 3,476.30
Coughlin, Brent	\$ 4,125.98
Eichstadt, Jacob	\$ 4,930.90
Espe, Scott A	\$ 3,849.90
Heizelman, Grant L	\$ 6,564.59
Knatterud, Dena M	\$ 4,018.11
Reinemann, Christopher Jones	\$ 3,884.69
Sickler, Kevin	\$ 9,238.06
Smith, Samuel Allen	\$ 4,154.48
West, Samantha M	\$ 3,650.33
Totals for Department Property Maintenance	
Total	\$ 47,893.34

Department: Public Information	
Name	Gross Pay
Kleen, Jennifer LeAnn	\$ 7,269.21
Kvigne, T	\$ 5,298.33
Obenchain, Bryan	\$ 5,298.73
Totals for Department Public Information	
Total	\$ 17,866.27

Department: Public Works - Administra	
Name	Gross Pay
Banfill, Bryan Douglas	\$ 11,104.04
Jensen, Debra	\$ 3,920.18
Totals for Department Public Works - Administra	
Total	\$ 15,024.22

Department: Sanitation	
Name	Gross Pay
Arriola, Joseph E	\$ 5,349.74
Hamel, Scott	\$ 5,769.10
Hammer, Reid	\$ 4,915.01
Ingold, Douglas A	\$ 4,942.63
Kraft, Joshua B	\$ 8,673.85
Lakoduk, Daltyn J	\$ 1,317.83
Marten, Harold L	\$ 4,682.17
Oange, Zephaniah N	\$ 4,967.07
Reynolds, Nicholas R	\$ 6,484.77
Shurtleff, Michael J	\$ 4,147.57

Name	Gross Pay
Simonson, Christopher A	\$ 5,146.22
Totals for Department Sanitation	
Total	\$ 56,395.96

Department: Sewer Pumping	
Name	Gross Pay
Allen, Bryce J	\$ 3,920.18
Brevik, Dax	\$ 5,018.84
Cimino, Robert Paul	\$ 5,729.20
Kuglin, Troy D	\$ 5,405.05
LaValley, Christopher	\$ 3,602.12
Marmon, Shannon L	\$ 6,019.00
Olstad, Karlain L	\$ 3,920.18
Sloboden, Timothy J	\$ 6,753.84
Totals for Department Sewer Pumping	
Total	\$ 40,368.41

Department: Storm-Sewer	
Name	Gross Pay
Carpenter, Gary L	\$ 3,299.10
Espe, Mark W	\$ 6,842.81
Heizelman, Dean A	\$ 4,120.24
Herslip, Christopher C	\$ 4,124.58
Hogencamp, Matthew	\$ 3,731.44
Iglesias, Adrian	\$ 5,214.20
Johnson, Colby	\$ 3,426.92
Kueffler, Alexander	\$ 3,732.13
VanSickle, Edward	\$ 3,426.91
Totals for Department Storm-Sewer	
Total	\$ 37,918.33

Department: Street Department	
Name	Gross Pay
Anderson, Dustin Dale	\$ 3,385.98
Archer, Ronald Patrick	\$ 3,383.56
Braaten, Kevin A	\$ 9,078.34
Ciccarelli, Robert S	\$ 4,137.09
Fredericksen, Brandon L	\$ 5,551.56
Grant, Zachary L	\$ 7,107.27
Gruse, Richard	\$ 3,437.96
Harvey, Dale A	\$ 5,763.06
Herzog, Rodney	\$ 3,803.72
Huntzinger, Brian D	\$ 5,278.64

Name	Gross Pay
Lower, Robert	\$ 4,123.81
MacKay, Brooke	\$ 4,182.62
Monk, Harry	\$ 3,572.38
Monley, Lucus	\$ 5,108.73
Neuhalfen, Scott J	\$ 4,135.31
Opperude, Darin B	\$ 3,735.60
Oswalt, Matthew	\$ 4,141.44
Rutherford, Robert Hart	\$ 3,695.31
Sanchez, David L	\$ 3,954.69
Scofield, Garrett D	\$ 6,723.68
Skinner, Lehmann	\$ 4,822.01
Sloboden, Jacob	\$ 3,732.82
Torres, Diego Enrique	\$ 3,400.86
Vind, Roger T	\$ 5,549.50
Wood, Justin G	\$ 5,697.51

Totals for Department Street Department

Total \$ 117,503.45

Department: Traffic

Name	Gross Pay
Behrens, Jeffrey W	\$ 6,507.06
Bieger, Michael	\$ 3,794.38
Degenstein, Joseph	\$ 4,999.97
Derr, Nathan P	\$ 4,547.77
Joersz, Stephen	\$ 9,319.91
Rodman, David F	\$ 7,861.81
Steen, Jeffery	\$ 1,693.38

Totals for Department Traffic

Total \$ 38,724.28

Department: Transit/Bus

Name	Gross Pay
Billings, Angelique M	\$ 1,787.68
Billings, Douglas E	\$ 3,937.68
Cooper, Dean	\$ 2,262.40
Cutaiar, Joseph	\$ 6,281.38
Hochsprung, Kory	\$ 4,441.71
Horinka, Brian L	\$ 9,238.06
Lawrence, Stephen Chase	\$ 3,403.39
Newbury, Tina M	\$ 4,649.25
Olson, Sheri	\$ 3,785.33
Robinson, Nicole	\$ 3,932.67
Schalesky, Marty	\$ 3,603.98
Shekleton, Michael	\$ 4,607.25

Name	Gross Pay
Stacy, Brent Allen	\$ 3,567.21
Totals for Department Transit/Bus	
Total	\$ 55,497.99

Department: Utility Billing	
Name	Gross Pay
Duchscherer, Haili	\$ 4,547.77
Dutenhafer, Miranda S	\$ 5,539.89
Grilley, Jamie N	\$ 3,731.44
Totals for Department Utility Billing	
Total	\$ 13,819.10

Department: Water Distribution	
Name	Gross Pay
Bergrude, Carson	\$ 3,794.46
Brandt, Kelly G	\$ 8,569.56
Burckhard, Terry	\$ 3,783.45
Burnley, Cory	\$ 3,861.84
Christianson, Kurt A	\$ 5,697.26
Erhardt, Garrett	\$ 3,611.93
Feller, Taylor Rae	\$ 3,465.28
Finken, Chad G	\$ 6,168.47
Higgins, Damion Joseph	\$ 3,719.97
Hudson, Kasey L	\$ 5,694.99
Kelly, Kevin J	\$ 6,917.80
Knoop, Scot M	\$ 5,437.21
Lockyer, Cody M	\$ 5,641.95
Racine, Riley	\$ 3,660.58
Randash, Brian K	\$ 7,136.94
Reisenauer, Rick	\$ 4,547.77
Rieke, Dustin B	\$ 6,741.78
Robinson, Derek	\$ 5,124.77
Westergaard, Steve B	\$ 6,662.89
Wiggins, Kaitlynn	\$ 3,731.45
Totals for Department Water Distribution	
Total	\$ 103,970.35

Department: Water Treatment Plant	
Name	Gross Pay
Andrysiak, Richard J	\$ 5,085.09
Dinsmoore, Marissa R	\$ 4,047.47
Haider, Mark A	\$ 5,575.86
Hall, Steven M	\$ 1,281.28

Name	Gross Pay
Herd, Peter J	\$ 3,743.24
Kopp, Timothy J	\$ 5,273.73
Lopez, Ryan	\$ 4,148.47
Paddock, Mark A	\$ 8,881.91
Parton, Janet L	\$ 5,592.42
Pederson, Robert A	\$ 5,026.61
Reimche, Keith R	\$ 5,703.38
Renaud, Zachery John	\$ 3,988.71
Rensland, Brandon T	\$ 5,687.81
Seifert, Justin R	\$ 6,919.20
Solberg, Stuart	\$ 607.36

Totals for Department Water Treatment Plant

Total \$ 71,562.54

Grand Totals

Total \$ 2,643,457.59

Monthly Bills Paid

Check Date	Check Run	Check Number	Vendor Name	Payee Name	Comment	Check Amount	Void Amount
02/27/2025	FSA0225	100006759	WEX HEALTH, INC		February 2025 Discovery Benefi	\$6,342.11	\$0.00
02/28/2025	JO022825	304162	ABSOLUTE COMFORT, INC.		Refund Requested due to duplic	\$95.00	\$0.00
	JO022825	304163	ABU TRAILERS INC		LATCH EARS	\$19.20	\$0.00
	JO022825	304164	ACKERMAN SURVEYING		400 9TH ST SW - SURVEYING & P	\$4,487.80	\$0.00
	JO022825	304165	ADP SCREENING & SELECTION SERVICES		Background Check costs	\$220.00	\$0.00
	JO022825	304166	AMAZON		3/4" DR X 1-13/16" 6-POINT SOC	\$17.00	\$0.00
	JO022825	304167	APH/AUTO VALUE		001; POWER STEERING FILTER WIX	\$414.26	\$0.00
	JO022825	304168	AUTO ZONE 6843		RADIATOR; RADIATOR	\$924.34	\$0.00
	JO022825	304169	BAKER & TAYLOR BOOKS		Books	\$992.38	\$0.00
	JO022825	304170	BALCO UNIFORM COMPANY, INC.		Pants for patrol	\$1,876.62	\$0.00
		100006746	BANK OF NORTH DAKOTA		SRF INTEREST & ADMIN PAYMENTSH	\$134,926.60	\$0.00
	JO022825	304171	BERT'S TRUCK EQUIPMENT INC		CLUTCH; MAGNETIC CLUTCH	\$392.90	\$0.00
	JO022825	304172	BORDER STATES INDUSTRIES, INC.		green strobe light for sluice	\$1,703.42	\$0.00
	JO022825	304173	BUTLER MACHINERY CO.		Sullair lube	\$1,367.84	\$0.00
	JO022825	304174	CDM SMITH		CDM SMITH CONTRACT - NDR	\$109,777.85	\$0.00
	JO022825	304247	CENTRAL NETWORK RETAIL GROUP LLC		10-32 X 3/8" FLANGE BOLT	\$1.20	\$0.00
	JO022825	304248	CENTRAL NETWORK RETAIL GROUP LLC		1-1/2" PIN LUG COUPLER	\$18.99	\$0.00
	JO022825	304258	CITY OF MINOT		Riel Allery Restitution MI-202	\$50.00	\$0.00
	JO022825	304175	CLEAN TECH		COM Hazardous Material	\$4,425.00	\$0.00
	JO022825	304176	CPS, LTD		4881 - 2024 LANDFILL	\$8,493.75	\$0.00
	JO022825	304177	DACOTAH PAPER CO.		GROUNDWAT PRINTER PAPER FOR ADMIN OFFICE	\$349.06	\$0.00
	JO022825	304178	DAKOTA FIRE EXTINGUISHER		Firehose couplings	\$147.98	\$0.00
	JO022825	304179	DAKOTA SUPPLY GROUP		2" UNION PVC SPEARS 8057-020	\$31.89	\$0.00
	JO022825	304180	DAKOTA TRUCK & FARM		007; DELCO REMY 10478890 START	\$407.04	\$0.00
	JO022825	304181	DIG IT UP BACKHOE SERVICE		Contract Withholding: 300747	\$3,025.00	\$0.00
	JO022825	304182	EAPC		BROADWAY CIRCLE - EAPC	\$7,257.83	\$0.00
	JO022825	304183	ECOLAB PEST ELIMINATION DIVISION		PEST CONTROL AND AIR QUALITY P	\$578.60	\$0.00
	JO022825	304184	ELM USA, INC.		Disc Repair Machine 2 Year War	\$940.00	\$0.00
	JO022825	304185	EMPLOYEE ONE TIME PAY	Austin Bernston	Williston Hazmat Technician	\$326.40	\$0.00
	JO022825	304186	EMPLOYEE ONE TIME PAY	Brian Billingsley	APA National Conference- Brian	\$340.40	\$0.00
	JO022825	304187	EMPLOYEE ONE TIME PAY	Brian Randash	WWETT Expo/Conference- Brian R	\$461.39	\$0.00
	JO022825	304188	EMPLOYEE ONE TIME PAY	Chelsy Nelson	NDAAO Spring Conference	\$74.80	\$0.00
	JO022825	304189	EMPLOYEE ONE TIME PAY	Cody Lockyer	Certification- Cody Lockyer	\$68.00	\$0.00
	JO022825	304190	EMPLOYEE ONE TIME PAY	Damon Druse	NDAAO Spring Conference	\$74.80	\$0.00
	JO022825	304191	EMPLOYEE ONE TIME PAY	David Lakefield	NDLC Legislative Events/Testif	\$355.60	\$0.00
	JO022825	304192	EMPLOYEE ONE TIME PAY	Harold Stewart	Testify At Legislative Session	\$147.00	\$0.00
	JO022825	304193	EMPLOYEE ONE TIME PAY	Jacob Filkins	Shipping Reimbursement- Jacob	\$17.00	\$0.00
	JO022825	304194	EMPLOYEE ONE TIME PAY	Jason Angelo	Williston Hazmat Technician	\$408.47	\$0.00
	JO022825	304195	EMPLOYEE ONE TIME PAY	Jeffrey Behrens	IMSA Training- Jeffrey Behrens	\$154.80	\$0.00

JO022825	304196	EMPLOYEE ONE TIME PAY	Jeremy Croxall	Williston Hazmat Technician	\$326.40	\$0.00
JO022825	304197	EMPLOYEE ONE TIME PAY	Jesse Hoffart	UND & NDSU Career Fair	\$68.00	\$0.00
JO022825	304198	EMPLOYEE ONE TIME PAY	Kelly Brandt	WWETT Expo/Conference- Kelly B	\$351.20	\$0.00
JO022825	304199	EMPLOYEE ONE TIME PAY	Kyle Schill	Williston Hazmat Technician	\$326.40	\$0.00
JO022825	304200	EMPLOYEE ONE TIME PAY	Michael Ross	Williston Hazmat Technician	\$326.40	\$0.00
JO022825	304201	EMPLOYEE ONE TIME PAY	Peggy Pfeiffer	Recruiting	\$102.00	\$0.00
JO022825	304202	EMPLOYEE ONE TIME PAY	Rondel Roteliuk	PW, Menards, City Hall, NAPA/S	\$38.19	\$0.00
JO022825	304203	EMPLOYEE ONE TIME PAY	Rondel Roteliuk	Runnings/Gooseneck, City Hall,	\$43.55	\$0.00
JO022825	304204	EMPLOYEE ONE TIME PAY	Shawn Reis	Gas card was unusable (Used pe	\$46.73	\$0.00
JO022825	304205	EMPLOYEE ONE TIME PAY	Tatum Stebleton	Recruiting	\$102.00	\$0.00
JO022825	304206	ENERBASE		Fuel 17.546	\$18,553.93	\$0.00
JO022825	304207	FACTORY MOTOR PARTS		BATTERY; GRP 31 STUD TOP BATTE	\$2,688.75	\$0.00
JO022825	304208	FASTENAL COMPANY		013; LOCK NUT 1/2 COARSE	\$18.32	\$0.00
JO022825	304209	FEDEX		Shipping of ATSI tester for ye	\$28.80	\$0.00
JO022825	304210	FEIST PLUMBING, LLC		Contractor not wanting to remo	\$50.00	\$0.00
JO022825	304211	FIRST INTERNATIONAL BANK & TRUST		Fire Union Due's	\$737.00	\$0.00
JO022825	304212	FLASHPARKING, INC		MONTHLY FEE FOR PARKING TECH	\$1,650.00	\$0.00
JO022825	304213	G & P COMMERCIAL SALES		Mats for Library	\$3,788.78	\$0.00
JO022825	304214	GALE		Gale Ebook Subscription 2025	\$150.00	\$0.00
JO022825	304215	GEFROH ELECTRIC		Rewire New Boiler in Sanitatio	\$7,647.50	\$0.00
JV022724	1037	GENERAL ONE TIME PAY	Ward County Clerk of Court	Joel Hosie 51-2025-CR-00350	\$750.00	\$0.00
JV022724	1038	GENERAL ONE TIME PAY	Ward County Clerk Of Court	Eugene Donaghey Bond Ward Coun	\$750.00	\$0.00
JO022825	304216	GENERAL ONE TIME PAY	Brian Joseph Gartner	Cody Redfern Restitution MI-20	\$20.00	\$0.00
JO022825	304217	GENERAL ONE TIME PAY	Clayton Wesley Orr	Virginia Lee Restitution MI-20	\$500.00	\$0.00
JO022825	304218	GENERAL ONE TIME PAY	Jameson P Lesmann	Michael Odendaal Restitution M	\$25.00	\$0.00
JO022825	304219	GENERAL ONE TIME PAY	Katelynn Bowen	Bryan Steier Restitution MI-20	\$25.00	\$0.00
JO022825	304220	GENERAL ONE TIME PAY	Marcos Pizza	Raeshawn Walker Restitution MI	\$25.91	\$0.00
JO022825	304221	GENERAL ONE TIME PAY	Maria Ann Zeitz	Thomas Chaffin Restitution MI-	\$25.00	\$0.00
JO022825	304222	GENERAL ONE TIME PAY	Moose Lodge No. 822	Tax Refund- Moose Lodge No. 82	\$13,211.77	\$0.00
JO022825	304223	GENERAL ONE TIME PAY	Patrick Schroeder	Shaila Soiseth Restitution MI-	\$25.00	\$0.00
JO022825	304224	GENERAL ONE TIME PAY	Peter Baars	Luke Schafer Restitution MI-20	\$25.00	\$0.00
JO022825	304225	GENERAL ONE TIME PAY	Peter Baars	Luke Schafer Restitution MI-20	\$25.00	\$0.00
JO022825	304226	GENERAL ONE TIME PAY	Rodney Brian Neuhalfen	Justin Hoiland Restitution MI-	\$85.00	\$0.00
JO022825	304227	GENERAL ONE TIME PAY	Sandra Hill	RC-1085 Claim for Moving & Rel	\$670.00	\$0.00
JO022825	304228	GENERAL ONE TIME PAY	Sandra Hill	RC-1086 Claim for Moving & Rel	\$575.00	\$0.00
JO022825	304229	GENERAL ONE TIME PAY	Scheels	Bonnel Farley Restitution MI-2	\$210.00	\$0.00
JO022825	304230	GENERAL ONE TIME PAY	Target	Jerome Fletcher Restitution MI	\$10.00	\$0.00
JO022825	304231	GENERAL TRADING		D RING; WELDABLE D-RING 5/8"	\$172.78	\$0.00
JO022825	304232	GERDAU RECYCLING		STEEL; STEEL AS NEEDED	\$53.43	\$0.00
JO022825	304233	GRAINGER		HI-TORQUER TOOL	\$129.15	\$0.00
JO022825	304235	GREAT LAKES CHAPTER AAAE		GLC-AAAE membership renewal fe	\$35.00	\$0.00
JO022825	304236	GREAT PLAINS TECHNICAL SERVICES		Motor Repair for sludge plant	\$580.40	\$0.00

JO022825	304237	GS SYSTEMS, INC AND AFFILIATES		2025 Flex Subscription Renewal	\$12,136.00	\$0.00
JO022825	304238	H.A. THOMPSON & SONS, INC.		HVAC Service Work - CH	\$3,067.86	\$0.00
JO022825	304239	IACP		Leadership in Police Organizat	\$1,646.00	\$0.00
JO022825	304240	INFAX, INC.		INFAX FLIGHTVIEW CONTRACT	\$10,515.00	\$0.00
JO022825	304241	INFORMATION TECHNOLOGY DEPARTMENT		VPN/MFA/STATE NET FIBER	\$3,470.20	\$0.00
JO022825	304242	INTERNATIONAL CITY MANAGEMENT ASSOCIATION RET.		City manager pension	\$640.18	\$0.00
JO022825	304243	INTOXIMETERS, INC.		Mouth pieces for Intoxometerse	\$250.00	\$0.00
JO022825	304244	JIMS WELDING, INC.		COOLANT RESERVIOR	\$93.75	\$0.00
JO022825	304245	LOCATORS & SUPPLIES		Safety glasses	\$155.24	\$0.00
JO022825	304246	LOWES PRINTING, INC.		Fire and Rescue Note Pads	\$362.00	\$0.00
JO022825	304250	MAD DOG BROKERAGE INC		99.91 Tons Salt	\$10,640.42	\$0.00
JO022825	304251	MAIN ELECTRIC CONSTRUCTION		PAYMENT FOR INVOICE 48574	\$22,395.40	\$0.00
JO022825	304252	MENARDS		SELF-LIGHTING TORCH KIT	\$89.90	\$0.00
JO022825	304253	MICROMARKETING LLC		Children's Books	\$628.40	\$0.00
JO022825	304249	MINOT AREA CHAMBER EDC		MACEDC SERVICE AGREEMENT 2025	\$46,637.50	\$0.00
JO022825	304254	MINOT AREA COUNCIL OF THE ARTS, INC		2025 MINOT AREA COUNCIL OF	\$3,333.33	\$0.00
JO022825	304255	MINOT AUTO		BREATHER; CRANKCASE BREATHER F	\$933.60	\$0.00
JO022825	304256	MINOT EMPLOYEE DONATIONS		Minot Employee Donations	\$816.32	\$0.00
JO022825	304257	MINOT PLUMBING & HEATING CO, INC.		Boiler Replacement - Sanitatio	\$22,426.00	\$0.00
JO022825	304259	MOORE ENGINEERING, INC		2025 Washington SRTS - Easemen	\$6,336.58	\$0.00
JO022825	304260	MTI DISTRIBUTING CO.		replacing broken Unit 332 left	\$1,081.13	\$0.00
JO022825	304261	NAPA AUTO PARTS		HYD Filter	\$2,388.45	\$0.00
JO022825	304262	NATIONAL SAFETY APPAREL		winter coat for Miller	\$890.43	\$0.00
JO022825	304263	ND DEPT OF WATER RESOURCES		JAN 2025 WATER FROM NAWS	\$77,814.00	\$0.00
JO022825	304264	ND FRATERNAL ORDER OF POLICE		Police Union Due's/ Legal Defe	\$1,255.50	\$0.00
JO022825	304265	ND LEAGUE OF CITIES		LGCC Registration- David Lakef	\$60.00	\$0.00
JO022825	304266	NDLTAP-UGPTI/ND SU		BASIC FIRST AID CPR TRAINING	\$50.00	\$0.00
JO022825	304267	NEW VISION SECURITY, LLC		FIRE ALARM MONITORING	\$420.00	\$0.00
JO022825	304268	NORTHWEST TIRE AND RETREAD		TIRE; REPAIR TIRE	\$2,389.19	\$0.00
JO022825	304269	O'REILLY AUTO PARTS		CLEANER; MAC GLASS CLEANER	\$141.24	\$0.00
JO022825	304270	OLSON'S TOWING		January Towing - 2003 Pont Gr	\$121.00	\$0.00
JO022825	304271	OSHKOSH AEROTECH, LLC		jet bridge 3 canopy actuators	\$3,528.11	\$0.00
JO022825	304287	PHIL SCHULTZ		BOOKKEEPING INVOICE - JANUARY	\$400.00	\$0.00
JO022825	304272	PREFERRED CONTROLS CORP		In Touch issues & new alarms a	\$1,280.00	\$0.00
JO022825	304273	PRINGLE & HERIGSTAD, P.C.		Patricia Devine MI-2024-CR-666	\$1,230.00	\$0.00
JO022825	304274	PRIORITY DISPATCH		OnePlan Maintenance Renewal	\$10,650.00	\$0.00
JO022825	304275	PROCOLLECT		Collection Fees	\$589.63	\$0.00
JO022825	304276	PROVIDENT LIFE & ACC INS CO		PROVIDENT LIFE-JANUARY 2025	\$363.08	\$0.00
UNUM0225	100006743	PROVIDENT LIFE & ACC INS CO		Provident Life February 2025	\$363.08	\$0.00
JO022825	304277	REFUND ONE TIME PAY	BLACKMON, SHERRICA	UB 19918 204 7TH	\$70.30	\$0.00
JO022825	304278	REFUND ONE TIME PAY	GOBLE, WILLOW	UB 20634 235 14TH	\$5.54	\$0.00
JO022825	304279	REFUND ONE TIME PAY	LACOSTE, CALVIN	UB 21498 1641 MAIN	\$15.87	\$0.00
JO022825	304280	REFUND ONE TIME PAY	SHORT, ROBERT	UB 14284 1318 3RD	\$16.26	\$0.00

	JO022825	304281	REFUND ONE TIME PAY	VAN WINKLE, MAKAYLA	UB 24302 1111 43RD	\$9.27	\$0.00
	JO022825	304282	REFUND ONE TIME PAY	VERLINDE, ALEXIS	UB 81590 1305 37TH	\$7.18	\$0.00
	JO022825	304283	RHI SUPPLY		Blower motor replacement.	\$403.09	\$0.00
	JO022825	304284	ROTARY CLUB OF MINOT		SERVICE CLUB DUES	\$222.00	\$0.00
	JO022825	304285	SANITATION PRODUCTS		CONE; CONE	\$3,874.33	\$0.00
	JO022825	304286	SCHOCKS SAFE AND LOCK SERVICE		Repair Door Lock at Station #2	\$120.00	\$0.00
	JO022825	304288	SHARE CORPORATION		Silicon, Salt Neutralizer, Gra	\$3,831.02	\$0.00
	JO022825	304289	SHORT ELLIOTT HENDRICKSON, INC		RUNWAY/TAXIWAY REALIGN (TEMP)	\$70,250.72	\$0.00
	JO022825	304290	SHOWCASES		Cataloguing Supplies	\$117.07	\$0.00
	JO022825	304291	SMART PLANET SOFTWARE, LLC		GPS tracking Monthly fee Octob	\$1,079.46	\$0.00
	JO022825	304292	SMITTY'S ALL SEASON		BROADWAY CIRCLE - SNOW REMOVAL	\$7,980.00	\$0.00
	JO022825	304293	SWANSTON EQUIPMENT COMPANIES		--; FREIGHT	\$146.17	\$0.00
	JO022825	304294	TEAM ELECTRONICS, INC.		007; VHF RADIO ANTENNA	\$57.00	\$0.00
	JO022825	304295	TEAM LABORATORY CHEMICAL, LLC		Super Bugs Three Pails Super-H	\$4,000.00	\$0.00
	JO022825	304296	TIMMONS GROUP		4705 - CITYWORKS AND GIS SUPPO	\$1,600.00	\$0.00
	JO022825	304234	TIMOTHY P BROOKS		Fan	\$4,845.00	\$0.00
	JO022825	304297	TOLLEFSON'S		Tile Flooring Replaced - Polic	\$712.00	\$0.00
	JO022825	304298	TR WAIND INSURANCE		NOTARY BOND	\$50.00	\$0.00
	JO022825	304299	UNIFORM CENTER		Cold weather shirt - Nell	\$2,244.99	\$0.00
	JO022825	304300	UNITED MAILING SERVICE		POSTAGE/SHIPPING	\$261.95	\$0.00
	JO022825	304301	UNITED QUALITY COOPERATIVE		UNLEADED	\$25,621.47	\$0.00
	JO022825	304302	VISIT MINOT		February 2025 Motor Vehicle Ta	\$2,163.07	\$0.00
	JO022825	304303	WALLWORK TRUCK CENTER MINOT		CLAMP; V-BAND CLAMP	\$337.04	\$0.00
	JO022825	304304	WEB COMMERCE PARTNERS, INC.		Stickers/labels for traffic si	\$420.88	\$0.00
	JO022825	304305	WESTLIE TRUCK CENTER		Exhaust Kit for Unit #245	\$1,792.62	\$0.00
	AP212	100006757	XCEL		FEBRUARY STATEMENT/2025 BILLIN	\$3,051.46	\$0.00
03/03/2025	EM022825	100006747	EMPOWER TRUST COMPANY, LLC		Empower Retirement 2/28/2025	\$6,936.59	\$0.00
03/04/2025	EM022825	100006748	EMPOWER TRUST COMPANY, LLC		Empower Retirement 2/28/2025	\$12,589.83	\$0.00
	JV030425	1039	GENERAL ONE TIME PAY	Andrea Marie Butler	Andrea Marie Butler MI-2024-CR	\$725.00	\$0.00
	JV030425	1040	GENERAL ONE TIME PAY	Renaldo Jeneil Dupree	Renaldo Jeneil Dupree Bond Ref	\$725.00	\$0.00
	POBX5006	100006749	POSTMASTER		2025 PO BOX 5006 ANNUAL FEE	\$1,740.00	\$0.00
03/05/2025	AFLA0225	100006750	AFLAC		February 2025 AFLAC	\$16,039.67	\$0.00
	JV030525	1041	GENERAL ONE TIME PAY	Alexa Justine Hoffman	Alexa Justine Hoffman Bond Ref	\$125.00	\$0.00
	JV030525	1042	GENERAL ONE TIME PAY	Brandan Leroy Podruchny	Brandan Leroy Podruchny Bond R	\$475.00	\$0.00
	JV030525	1043	GENERAL ONE TIME PAY	Nolan Dean Olaughlin	Nolan Dean Olaughlin Bond Refu	\$725.00	\$0.00
	JV030525	1044	GENERAL ONE TIME PAY	Raymond Douglas Flynn	Raymond Douglas Flynn Bond Ref	\$475.00	\$0.00
	SC022825	100006751	ND PUBLIC EMPLOYEES RETIREMENT SYSTEM		Service Credit 02.28.2025	\$218.00	\$0.00
	UNUM0225	100006745	UNUM LIFE INSURANCE		January 2025 LIFE PREMIUM 0098	\$4,796.38	\$0.00
03/07/2025	JO030725	304306	EMPLOYEE ONE TIME PAY	Nathan Derr	IMSA Training- Nathan Derr	\$178.97	\$0.00
	JO030725	304307	GENERAL ONE TIME PAY	Connor Garrett Koerbitz	Desean Bell Restitution MI-202	\$25.00	\$0.00
	JO030725	304308	GENERAL ONE TIME PAY	Dan Lawson	Wyatt Knutson Restitution MI-2	\$75.00	\$0.00

	JO030725	304309	GENERAL ONE TIME PAY	Italo Brandon Camacho	Jerica Moore Restitution MI-20	\$25.00	\$0.00
	JO030725	304310	GENERAL ONE TIME PAY	Marketplace Liquor	Timothy Cotten Restitution MI-	\$20.00	\$0.00
	JO030725	304311	GENERAL ONE TIME PAY	ND Child Support	Tyler Thompson Restitution MI-	\$75.00	\$0.00
	JO030725	304312	GENERAL ONE TIME PAY	Rodney Brian Neuhalphen	Justin Hoiland Restitution MI-	\$100.00	\$0.00
	JO030725	304313	GENERAL ONE TIME PAY	U.S. Postal Service	Logan Cassell Restitution MI-2	\$50.00	\$0.00
	JO030725	304314	MGT IMPACT SOLUTIONS		HR DIRECTOR RECRUITMENT SERVIC	\$16,400.00	\$0.00
	JO030725	304315	MILLER LAW OFFICE, P.C.		Bobbie Lewis Crt App Att Fee M	\$315.00	\$0.00
	JO030725	304316	PRINGLE & HERIGSTAD, P.C.		Lyle Kicker Crt App Att Fee MI	\$240.00	\$0.00
	JO030725	304317	SOURIS VALLEY HUMANE SOCIETY, INC.		ANIMAL BOARDING AGREEMENT - SV	\$13,440.00	\$0.00
03/10/2025	JO030725	304318	WESTLIE FORD		013; NUT W716529S900	\$44,111.92	\$0.00
	PM031725	100006763	MINOT PARK DISTRICT		Park Mass 03.17.2025	\$1,035.54	\$0.00
	UNUM0225	100006753	UNUM LIFE INSURANCE		FMLA 02152025	\$914.15	\$0.00
03/14/2025	JV031425	304319	1 CALL SEPTIC SERVICES, INC		Recycling Transport x 4 Trips	\$9,868.56	\$0.00
	JV031425	304320	ADVANCED BUSINESS METHODS		2023-2028 COPIER AGREEMENT	\$2,733.91	\$0.00
	JV031425	304321	AGNES BLUE		RC-1053 Rental Assistance	\$1,554.50	\$0.00
	JV031425	304322	AIDEN WELLS & MICHELLE FJELDAHL		RC-1082 Rental Assistance	\$849.83	\$0.00
	JV031425	304323	AMANDA SOMERVILLE & BRENDEN MCCLOUD		RC-2024 Rental Assistance	\$2,384.55	\$0.00
	JV031425	304324	AMAZON		#67 LED REPLACEMENT PACK OF 5	\$620.25	\$0.00
	JV031425	304325	AMBER PERRY & NICHOLAS FLOWERS		RC-1032 Rental Assistance	\$294.00	\$0.00
	JV031425	304326	AMBER PITTS		RC-1045 Rental Assistance	\$210.00	\$0.00
	JV031425	304327	AMERICAN WELDING & GAS, INC.		CO2	\$8,013.55	\$0.00
	JV031425	304328	APEX ENGINEERING GROUP		16TH ST SW RECONSTRUCTION APEX	\$7,742.50	\$0.00
	JV031425	304329	APH/AUTO VALUE		THERMOSTAT; THERMOSTAT	\$953.28	\$0.00
	JV031425	304330	APPLE BOOKS, LLC		Children's Books	\$839.12	\$0.00
	JV031425	304331	AUTO ZONE 6843		RADIATOR; RADIATOR	\$952.36	\$0.00
	JV031425	304332	BAKER & TAYLOR BOOKS		Books	\$2,419.54	\$0.00
	JV031425	304333	BALCO UNIFORM COMPANY, INC.		Shirts for New Hires	\$3,533.00	\$0.00
	JV031425	304334	BARR ENGINEERING		4618.1 BARR ENG LITTLE ROOSEVE	\$879.00	\$0.00
	JV031425	304335	BOLTON & MENK, INC		CDMPO 2050 Metropolitan Transp	\$31,570.39	\$0.00
	JV031425	304337	BORDER STATES INDUSTRIES, INC.		Fusion Cabinet Parts	\$212.16	\$0.00
	JV031425	304338	BRAVERA BANK		2021 JOHN DEERE 850L CRAWLER D	\$58,975.72	\$0.00
	JV031425	304339	BRAVERA INSURANCE		PAYMENT FOR INVOICE 17447	\$1,250.00	\$0.00
	JV031425	304340	BRITTINI MADSEN & LUCKY MADSEN JR.		RC-1023 Rental Assistance	\$1,019.45	\$0.00
	JV031425	304341	BUTLER MACHINERY CO.		--; CORE	\$2,691.06	\$0.00
	JV031425	304342	CENTRAL TRENCHING, INC.		HYDRAULIC; 3/4" HYDRAULIC HOSE	\$725.40	\$0.00
	JV031425	304425	CITY OF MINOT		Adam Thorpe Restitution MI-202	\$60.00	\$0.00
	JV031425	304343	CLARK HILL PLC		JANUARY 2025 EXTERNAL INTERVIEW	\$7,065.00	\$0.00
	JV031425	304344	CURALINC, LLC		Curalinc Critical Incident Ser	\$2,236.02	\$0.00
	JV031425	304345	DAKOTA FLUID POWER, INC.		DIAGNOSE PTO INOP	\$150.00	\$0.00
	JV031425	304346	DAN PASIVE & MADISON MCCLOUD		RC-1070 Rental Assistance	\$193.33	\$0.00
	JV031425	304347	DECOMM VENTURES, LP		MOT TASK ORDER #2 - AIR SERVIC	\$9,760.37	\$0.00
	JV031425	304348	DOMESTIC VIOLENCE CRISIS CENTER		Crisis Center Fees for Februar	\$914.37	\$0.00

JV031425	304350	EAPC		BROADWAY CIRCLE - EAPC	\$1,704.83	\$0.00
JV031425	304351	ECOLAB PEST ELIMINATION DIVISION		PEST CONTROL AND AIR QUALITY P	\$704.06	\$0.00
JV031425	304352	EIDE BAILLY LLP		ANNUAL INDEPENDENT FINANCIAL A	\$9,225.00	\$0.00
JV031425	304353	ELDORADO NATIONAL - CALIFORNIA		019; PULLEY MECHANICAL FAN OLD	\$339.99	\$0.00
JV031425	304354	EMPLOYEE ONE TIME PAY	Andres Casarez	Leadership in Police Organizat	\$340.00	\$0.00
JV031425	304355	EMPLOYEE ONE TIME PAY	Ashleigh Lonis	Tour Dispatch Centers	\$68.00	\$0.00
JV031425	304356	EMPLOYEE ONE TIME PAY	Bill DeNovio	Wicklander-Zulawsky Interview	\$335.00	\$0.00
JV031425	304357	EMPLOYEE ONE TIME PAY	Caisee Sandusky	Leadership in Police Organizat	\$340.00	\$0.00
JV031425	304358	EMPLOYEE ONE TIME PAY	Duran Bischof	Gas charge reimbursement	\$33.98	\$0.00
JV031425	304359	EMPLOYEE ONE TIME PAY	Jacqueline Lausch	Tour Dispatch Centers	\$68.00	\$0.00
JV031425	304360	EMPLOYEE ONE TIME PAY	James Walker	CISA Training @ U of Mary- Jam	\$272.00	\$0.00
JV031425	304361	EMPLOYEE ONE TIME PAY	Jennifer Eckman	Fly ND Conference- Jennifer Ec	\$440.40	\$0.00
JV031425	304362	EMPLOYEE ONE TIME PAY	Justice Brown	Tour Dispatch Centers	\$68.00	\$0.00
JV031425	304363	EMPLOYEE ONE TIME PAY	Krystle Foster	Deposit to City Hall - Feb 202	\$61.60	\$0.00
JV031425	304364	EMPLOYEE ONE TIME PAY	Melissa Anderson	Deposit to City Hall - Feb 202	\$30.80	\$0.00
JV031425	304365	EMPLOYEE ONE TIME PAY	Minot Public Safety Cadets	2025 Budget Submission- Camp G	\$8,500.00	\$0.00
JV031425	304366	EMPLOYEE ONE TIME PAY	Ron Carter	Leadership in Police Organizat	\$340.00	\$0.00
JV031425	304367	EMPLOYEE ONE TIME PAY	Samantha Newman	Tour Dispatch Centers	\$68.00	\$0.00
JV031425	304368	EMPLOYEE ONE TIME PAY	Savanah Buchweitz	Tour Dispatch Centers	\$68.00	\$0.00
JV031425	304369	ENERBASE		FEBRUARY 19 2025 FUEL	\$25,263.70	\$0.00
JV031425	304370	ETSYSTEMS		Repair Thermostat in Captain's	\$764.00	\$0.00
JV031425	304371	FACTORY MOTOR PARTS		BATTERY; GRP 31 STUD TOP BATTE	\$1,178.77	\$0.00
JV031425	304372	FARGO GLASS & PAINT COMPANY		GLASS REPLACEMENT	\$2,337.00	\$0.00
JV031425	304373	FERGUSON ENTERPRISES, INC.		Jim Hill BS Check Valve Parts	\$465.56	\$0.00
JV031425	304374	FIRE EQUIPMENT CO.		ANNUAL FIRE EXTINGUISHER INSPE	\$322.00	\$0.00
JV031425	304375	FIRST DISTRICT HEALTH UNIT		FIRST DISTRICT HEALTH	\$26,500.00	\$0.00
JV031425	304376	FIRST INTERNATIONAL BANK & TRUST		Fire Union Due's	\$737.00	\$0.00
JV031425	304377	FLASHPARKING, INC		FEBRUARY 2025 FLASH PARKING FE	\$1,650.00	\$0.00
JV031425	304378	FRONTIER PRECISION GALLS, LLC		GPS BASE STATION	\$17,896.50	\$0.00
JV031425	304379			Uniform Clothing	\$7,110.53	\$0.00
JV031325	1045	GENERAL ONE TIME PAY	Jeffrey Allen Miller	Jeffrey Allen Miller MI-2024-C	\$975.00	\$0.00
JV031325	1046	GENERAL ONE TIME PAY	Thomas Haase	Thomas Haase MI-2024-TR-00164	\$40.00	\$0.00
JV031325	1047	GENERAL ONE TIME PAY	Ward County Clerk of Court	Ward County Clerk of Court 51-	\$750.00	\$0.00
JV031325	1048	GENERAL ONE TIME PAY	Ward County Clerk Of Courts	Ward County Clerk Of Courts Bo	\$1,500.00	\$0.00
JV031425	304380	GENERAL ONE TIME PAY	Andrew Goter	Craig Wilcox Restitution MI-20	\$225.00	\$0.00
JV031425	304381	GENERAL ONE TIME PAY	Hardin-Simmons University	Interlibrary Loan	\$60.00	\$0.00
JV031425	304382	GENERAL ONE TIME PAY	Jerney Alder Laber	James McNamara Restitution MI-	\$50.00	\$0.00
JV031425	304383	GENERAL ONE TIME PAY	Kaitlyn Holman	Lequan Ashford Restitution MI-	\$20.00	\$0.00
JV031425	304384	GENERAL ONE TIME PAY	Lindsay Elizabeth Kreger	Benjamin Vandenberghe Restitut	\$50.00	\$0.00

JV031425	304385	GENERAL ONE TIME PAY	BreakTime	VOID AFTER UPDATE 03/24/2025	\$0.00	\$5.29
JV031425	304386	GENERAL ONE TIME PAY	Minot Aviation	Refund of security badge renew	\$20.00	\$0.00
JV031425	304387	GENERAL ONE TIME PAY	Scheels	Joy Smith Restitution MI-2021-	\$150.00	\$0.00
JV031425	304388	GENERAL ONE TIME PAY	Wal-Mart	Karitta Phillips Restitution M	\$10.00	\$0.00
JV031425	304389	GENERAL ONE TIME PAY	WDALA	2025 Membership Dues for Weste	\$50.00	\$0.00
JV031425	304390	GENERAL TRADING		010; DRILL BIT-7/16	\$118.13	\$0.00
JV031425	304391	GERDAU RECYCLING		CUTTING CHARGE; SHOP SUPPLIES	\$1,264.28	\$0.00
JV031425	304392	GILLIG, LLC		003; S-CAM FRONT LEFT ELDORADO	\$122.60	\$0.00
JV031425	304393	GOETTLE LAW, PLLC		March 2025 Retainer	\$7,500.00	\$0.00
JV031425	304394	GOOSENECK IMPLEMENT COMPANY		BOLT; M24X80 GRADE 10.9	\$36.06	\$0.00
JV031425	304395	GRAINGER		COUPLER; 1/2" FEMALE QUICK COU	\$126.98	\$0.00
JV031425	304396	H.A. THOMPSON & SONS, INC.		Filters - extra	\$1,067.04	\$0.00
JV031425	304397	HAWKINS, INC.		Chlorine	\$26,975.00	\$0.00
JV031425	304398	HEIDI SQUIRES & THOMAS CRAWFORD		RC-1013 Rental Assistance	\$970.20	\$0.00
JV031425	304399	HERC-U-LIFT		HUB ASM; HUB ASM REPAIR OF FOR	\$4,096.60	\$0.00
JV031425	304400	HIGH POINT NETWORKS, LLC		HPE Servers, Alletra MP Storag	\$186,294.23	\$0.00
JV031425	304401	HOUSTON ENGINEERING, INC.		4817 - 2024 WATERMAIN REPLACEM	\$2,021.75	\$0.00
JV031425	304402	HP, INC.		New Computers	\$8,620.00	\$0.00
JV031425	304403	INFORMATION TECHNOLOGY DEPARTMENT		VPN/MFA/STATE NET FIBER	\$3,263.30	\$0.00
JV031425	304404	INTERNATIONAL CITY MANAGEMENT		City manager pension	\$647.02	\$0.00
JV031425	304405	ASSOCIATION RET. JAYDE HAUGROSE		RC-1057 Rental Assistance	\$569.91	\$0.00
JV031425	304406	JET LINE SALES & SERVICE, LLC		tools	\$3,300.41	\$0.00
JV031425	304407	JOHN CIMINO		RC-1018 Rental Assistance	\$147.00	\$0.00
JV031425	304349	LANCE LENTON		Wind Event 2/6/25	\$5,500.00	\$0.00
JV031425	304416	LAVERNE MIKKELSON		LAGOON CASH FARM LEASE W/ LAVE	\$5,000.00	\$0.00
JV031425	304408	LEXIPOL, LLC		Cardico Wellness App	\$12,953.70	\$0.00
JV031425	304409	LINDE GAS & EQUIPMENT INC		--; SHOP SUPPLIES	\$166.29	\$0.00
JV031425	304410	LUCI AHMED & SULTAN AHMED & CASEY MEYERS		RC-1076 Rental Assistance	\$512.70	\$0.00
JV031425	304412	MAD DOG BROKERAGE INC		34.02 Tons Salt	\$3,623.13	\$0.00
JV031425	304413	MAIN ELECTRIC CONSTRUCTION		PO 4416 - Adjust St Light Pole	\$13,092.13	\$0.00
JV031425	304414	MATTSON CONSTRUCTION		BROADWAY CIRCLE - MATTSON CONS	\$94,963.23	\$0.00
JV031425	304484	MELISSA DEETS		Jennifer Tyler ASL interpretat	\$95.00	\$0.00
JV031425	304415	MIDSTATES WIRELESS, INC.		speaker installation in office	\$2,336.00	\$0.00
JV031425	304417	MILLER LAW OFFICE, P.C.		Hope Mercier Crt App Att Fee	\$165.00	\$0.00
JV031425	304411	MINOT AREA CHAMBER EDC		MACEDC SERVICE AGREEMENT 2025	\$46,637.50	\$0.00
JV031425	304418	MINOT AREA COUNCIL OF THE ARTS, INC		2025 MINOT AREA COUNCIL OF	\$3,333.33	\$0.00
JV031425	304419	MINOT AUTO		LIGHT; TRAILER LIGHT KIT	\$1,412.22	\$0.00
JV031425	304420	MINOT COMMISSION ON AGING		2025 COMMISSION ON AGING	\$12,875.00	\$0.00
JV031425	304421	MINOT EMPLOYEE DONATIONS		Minot Employee Donations	\$835.22	\$0.00
JV031425	304422	MINOT PARK DISTRICT		February 2025 State Aid paid t	\$67,221.08	\$0.00
JV031425	304423	MINOT PLUMBING & HEATING CO, INC.		Refund RM25-00044	\$95.00	\$0.00

JV031425	304424	MINOT RURAL FIRE DEPT		Propane for Training Grounds	\$555.00	\$0.00
JV031425	304426	MOWBRAY & SONS		HVAC REPAIRS	\$851.00	\$0.00
JV031425	304427	NAPA AUTO PARTS		IGNITION; IGNITION WIRE SET	\$3,767.65	\$0.00
JV031425	304428	ND CHIEFS OF POLICE ASSOCIATION		Police Chief Association of ND	\$400.00	\$0.00
JV031425	304429	ND DEPT OF ENVIRONMENTAL QUALITY		Fluoride Test	\$20.39	\$0.00
JV031425	304430	ND DEPT OF TRANSPORTATION		4667 - EDISON SRTS TAU-4-989 (	\$3,507.00	\$0.00
JV031425	304431	ND WATER COALITION		2025 ND WATER COALITION MEMBER	\$1,000.00	\$0.00
JV031425	304432	ND WATER USERS ASSN.		2025 ND WATER USERS ASSOCIATIO	\$1,200.00	\$0.00
JV031425	304433	NDPOA		2025 NDPOA Gang and Drug Task	\$100.00	\$0.00
JV031425	304434	NEW VISION SECURITY, LLC		FIRE ALARM MONITORING	\$390.00	\$0.00
JV031425	304435	NOREGON SYSTEMS, INC		JPRO Diagnostic Software pro	\$1,500.00	\$0.00
JV031425	304436	NORTH COUNTRY SPORTSWEAR		employee uniform	\$97.92	\$0.00
JV031425	304437	NORTH PRAIRIE RURAL WATER DISTRICT		North Prairie Regional Water D	\$339.36	\$0.00
JV031425	304438	NORTHWEST TIRE AND RETREAD		NOKIAN REMEDY	\$2,280.64	\$0.00
JV031425	304439	OLSON'S TOWING		TOW TO WESTLIE TRUCK	\$2,180.75	\$0.00
JV031425	304440	ONE CALL CONCEPTS, INC.		Traffic Dept. OneCall tickets	\$82.85	\$0.00
JV031425	304441	PAM'S UPHOLSTERY		REUPHOLSTERY OF CHAIRS	\$300.00	\$0.00
JV031425	304442	PDL CONNECT CONSULTING, LLC		Drive the Road Leadership Cour	\$5,750.00	\$0.00
JV031425	304443	PENCCO, INC.		Chemical for Roosevelt odor co	\$16,642.00	\$0.00
JV031425	304445	PREFERRED CONTROLS CORP		Scada Server update	\$14,082.00	\$0.00
JV031425	304446	PRO INDUSTRIAL LLC		Annual Shop Hoist and Crane In	\$5,499.31	\$0.00
JV031425	304447	PROCOLLECT		January COURT PROCOLLECT	\$1,824.32	\$0.00
JV031425	304448	PROTECH INTEGRATIONS, LLC		Monthly fire alarm fee- Pump S	\$100.00	\$0.00
JV031425	304449	PROVIDENT LIFE & ACC INS CO		00172698-0325	\$800.66	\$0.00
JV031425	304450	RAE-DEAN & BREONNA WOLFE		RC-1047 Rental Assistance	\$943.09	\$0.00
JV031425	304451	RAYNE MARIE OLSON		RC-1041 Rental Assistance	\$784.50	\$0.00
JV031425	304452	RDO EQUIPMENT		BLADE; INSERT	\$6,115.76	\$0.00
JV031425	304453	REDVECTOR.COM, LLC		REDVECTOR (ONLINE FACILITY TRA	\$2,499.21	\$0.00
JV031425	304454	REFUND ONE TIME PAY	GRAY, VIOLET	GB Customer ID 4335 Bill #2118	\$260.00	\$0.00
JV031425	304455	ROLLKALL TECHNOLOGIES LLC		Subscription to RollKall	\$16.00	\$0.00
JV031425	304456	RUSSELL CANTRELL		RC-1030 Rental Assistance	\$518.82	\$0.00
JV031425	304457	SAFE SOFTWARE, INC.		FME Professional Edition - Fix	\$450.00	\$0.00
JV031425	304458	SANITATION PRODUCTS		015; CONVEYOR BELT 1082386	\$6,015.53	\$0.00
JV031425	304459	SIGN SOLUTIONS USA		Emergency Snow Route Signs and	\$28,328.69	\$0.00
JV031425	304460	SIGNS TODAY		Entryway glass frosting/decal	\$1,224.70	\$0.00
JV031425	304461	SMART PLANET SOFTWARE, LLC		Fleetpaths Monthly Rate March	\$539.73	\$0.00
JV031425	304462	SOURIS RIVER JOINT WATER RESOURCE		3529 - MOUSE RIVER BED STUDY	\$728,962.02	\$0.00
JV031425	304463	SRF CONSULTING GROUP		4753 - 16TH ST INTER REHAB TAS	\$31,188.47	\$0.00
JV031425	304464	STEEN CONSTRUCTION & ASSOCIATES		jet frozen service	\$1,250.00	\$0.00
JV031425	304465	STRYKER SALES, LLC		AED Batteries	\$661.50	\$0.00
JV031425	304466	SWANSON FLO CO		Master Lift Station Parts	\$11,829.39	\$0.00
JV031425	304467	SWANSTON EQUIPMENT COMPANIES		Duplicate Credit DIAGOSE HYD S	\$352.55	\$0.00
JV031425	304468	TARA KENNER		RC-1060 Rental Assistance	\$848.25	\$0.00
JV031425	304336	TED BOLTON		JANUARY & FEBRUARY PARKING LOT	\$575.00	\$0.00

	JV031425	304444	THE PENWORTHY COMPANY, LLC		Children's Books	\$462.58	\$0.00
	JV031425	304469	THOMSON REUTERS-WEST PAYMENT CENTER		Online/Software Subscription C	\$398.61	\$0.00
	JV031425	304470	THORSRUD SUPPLY CO., INC.		Lock Boxes	\$141.00	\$0.00
	JV031425	304471	TIM & GAYLENE RYAN		RC-1020 Rental Assistance	\$309.27	\$0.00
	JV031425	304472	TIMMONS GROUP		4705 - CITYWORKS AND GIS SUPPO	\$880.00	\$0.00
	JV031425	304473	TITAN MACHINERY		Invoice #: PS0619227-1	\$39.99	\$0.00
	JV031425	304474	TRAFFIC CONTROL CORPORATION		2025 Yearly Signal Head LED Re	\$9,714.00	\$0.00
	JV031425	304475	TRINITY HEALTH		February 2025 Services	\$6,034.63	\$0.00
	JV031425	304476	TRINITY HEALTH		Employment & routine exams, Dr	\$1,141.50	\$0.00
	JV031425	304477	TRINITY MEDICAL GROUP		Trinity inmate invoice 42010 f	\$692.00	\$0.00
	JV031425	304478	TYLER TECHNOLOGIES, INC.		TYLER CC TERMINAL/PCI ANNUAL F	\$709.00	\$0.00
	JV031425	304479	U.S. POST OFFICE		UB BULK MAILING	\$5,000.00	\$0.00
	JV031425	304480	UNITED MAILING SERVICE		POSTAGE/SHIPPING	\$5,250.65	\$0.00
	JV031425	304481	UNITED QUALITY COOPERATIVE		UNLEADED	\$25,853.83	\$0.00
	JV031425	304482	VESSCO, INC.		Polymer pump parts	\$2,811.32	\$0.00
	JV031425	304483	VESTIS GROUP, INC.		ARAMARK - FLOOR MAT CLEANING	\$133.75	\$0.00
	JV031425	304485	VISIT MINOT		LODGING TAXES COLLECTED	\$32,151.79	\$0.00
	JV031425	304486	W.S.DARLEY & CO		Gate Valves for New Truck	\$2,060.36	\$0.00
	JV031425	304487	WALLWORK TRUCK CENTER MINOT		SENSOR; NOX SENSOR	\$2,293.95	\$0.00
	JV031425	304488	WARD COUNTY RECORDER		Restrictive covenants recordin	\$20.00	\$0.00
	JV031425	304489	WESTLIE FORD		COOLER; OIL COOLER	\$101.68	\$0.00
	JV031425	304490	WESTLIE TRUCK CENTER		CRANK NO START	\$181,958.67	\$0.00
	JV031425	304491	WORTHY COMMUNICATION LLC		Worthy Communications- 1st Ame	\$1,500.00	\$0.00
03/20/2025	AP215	100006754	VERENDRYE ELECTRIC		February 2025 Verendrye	\$66,050.24	\$0.00
03/25/2025	JO032525	1049	GENERAL ONE TIME PAY	Damon Vaughn Vega	Damon Vaughn Vega Bond Refund	\$225.00	\$0.00
	JO032525	1050	GENERAL ONE TIME PAY	Daryl Ryan Lowell Kaul	Daryl Ryan Lowell Kaul Bond Re	\$40.00	\$0.00
03/27/2025	WEX0225	100006758	WEX HEALTH, INC		February 2025 WEX/FSA	\$323.40	\$0.00
	JV032724	1051	GENERAL ONE TIME PAY	Amy Jo Williams	Krista Griggs MI-2024-CR-01066	\$225.00	\$0.00
	JV032724	1052	GENERAL ONE TIME PAY	Dirk Harris Miller	Dirk Harris Miller MI-2025-CR-	\$725.00	\$0.00
	JV032724	1053	GENERAL ONE TIME PAY	George Bursau	MI-2025-TR-00187 George Bursau	\$300.00	\$0.00
	JV032724	1054	GENERAL ONE TIME PAY	Kevin Gordon Overland	Kevin Gordon Overland Bond Ref	\$975.00	\$0.00
	JV032724	1055	GENERAL ONE TIME PAY	Mary Ellen Roloff	Janna Rojas Bond MI-2024-CR-01	\$725.00	\$0.00
	JV032724	1056	GENERAL ONE TIME PAY	Ward County Clerk of Court	Courtney Schall 51-2025-CR-005	\$750.00	\$0.00
	JV032724	1057	GENERAL ONE TIME PAY	Ward County Clerk Of Court	Daniel Rasfeld Bond Refund51-2	\$750.00	\$0.00
03/28/2025	JO032825	304492	3D SPECIALTIES, INC		Sign Relocations	\$1,985.00	\$0.00
	JO032825	304493	AAAE		ANTN DIGICAST SUBSCRIPTION	\$330.00	\$0.00
		159	AIR BURNERS, INC.		VOID BEFORE UPDATE 03/31/2025	\$0.00	\$0.00
	BW032825	160	AIR BURNERS, INC.		Landfill Air Curtain Incinerat	\$234,408.25	\$0.00
	JO032825	304494	ALL AMERICAN TROPHIES		Name Tag for Cody Perry	\$9.00	\$0.00
	JO032825	304495	AMAZON		SWITCH; MURPHY SWITCH	\$331.66	\$0.00
	JO032825	304496	AMERICAN TRUCK & TRAILER, LLC		016; TRAILER LEAF SPRINGS 3500	\$197.86	\$0.00
	JO032825	304497	AMERICAN WELDING & GAS, INC.		CO2	\$3,602.57	\$0.00
	JO032825	304498	APEX ENGINEERING GROUP		4901 - SEPTAGE RECEIVING STATI	\$6,260.00	\$0.00
	JO032825	304499	APH/AUTO VALUE		001; FUEL FILTER 3231 /86231	\$498.31	\$0.00
	JO032825	304500	APPLE BOOKS, LLC		Shipping on Children's Books	\$82.34	\$0.00
	JO032825	304501	AQUA-PURE, INC.		AF 3330 (polymer) & AQ 3010 (p	\$21,954.16	\$0.00

JO032825	304502	AUTO ZONE 6843		CARBURETOR; CARBURETOR	\$157.49	\$0.00
JO032825	304503	BAKER & TAYLOR BOOKS		Books	\$1,259.18	\$0.00
JO032825	304504	BALCO UNIFORM COMPANY, INC.		Radio Holders	\$428.42	\$0.00
JO032825	304505	BERT'S TRUCK EQUIPMENT INC		FILTER-TRANS; HYDRAULIC FILTER	\$126.11	\$0.00
JO032825	304506	BORDER STATES INDUSTRIES, INC.		Jet bridge GPU plugs for aircr	\$2,890.62	\$0.00
JO032825	304507	BUTLER MACHINERY CO.		Repair Generator at Station #2	\$4,566.46	\$0.00
JO032825	304508	C& R RADIATOR		RADIATOR; RADIATOR	\$806.15	\$0.00
JO032825	304509	CAL INTERPRETING & TRANSLATIONS, INC.		Translation Services	\$3,900.00	\$0.00
JO032825	304510	CDM SMITH		CDM SMITH CONTRACT - NDR	\$110,256.60	\$0.00
JO032825	304575	CENTRAL NETWORK RETAIL GROUP LLC		M3 X 50MM MACHINE SCREW	\$1.90	\$0.00
JO032825	304576	CENTRAL NETWORK RETAIL GROUP LLC		--; CARRIAGE BOLT 1/2X1-1/2	\$9.25	\$0.00
JO032825	304577	CENTRAL NETWORK RETAIL GROUP LLC		A/R6311 DL CARTRIDGE RESPIRATO	\$39.99	\$0.00
JO032825	304511	CIVICPLUS		ANNUAL WEBSITE FEES APRIL 2025	\$12,383.61	\$0.00
JO032825	304512	CURT'S STARTER & ALT. SERVICE		007; DELCO REMY 10478890 START	\$314.69	\$0.00
JO032825	304513	DACOTAH PAPER CO.		PAPER SUPPLY ORDER	\$249.06	\$0.00
JO032825	304514	DAKOTA FLUID POWER, INC.		HOSE; HYDRAULIC HOSE WITH FITT	\$871.24	\$0.00
JO032825	304515	DECOMM VENTURES, LP		MOT TASK ORDER #2 - AIR SERVIC	\$2,400.00	\$0.00
JO032825	304516	DIAMOND TRUCK EQUIPMENT		SHIFTER; AIR SHIFT CYLINDER	\$164.93	\$0.00
JO032825	304517	DIG IT UP BACKHOE SERVICE		contractor dug a leaking servi	\$6,500.00	\$0.00
JO032825	304518	EAPC		MINOT PUBLIC LIBRARY SPACE NEE	\$12,710.05	\$0.00
JO032825	304519	ECOLAB PEST ELIMINATION DIVISION		Pest Control - Water / Wastewa	\$231.49	\$0.00
JO032825	304520	ELDORADO NATIONAL - CALIFORNIA		007; BATTERY DISCONNECT SWITCH	\$140.29	\$0.00
JO032825	304521	EMERGENCY AUTOMOTIVE TECHNOLOGIES		002; UNITY 335 SERIES 6" LED D	\$448.15	\$0.00
JO032825	304522	EMPLOYEE ONE TIME PAY	Ashleigh Lonis	Tour Dispatch Center	\$20.40	\$0.00
JO032825	304523	EMPLOYEE ONE TIME PAY	Brandon Davis	FEMA ICS 300 and 400- Brandon	\$305.20	\$0.00
JO032825	304524	EMPLOYEE ONE TIME PAY	Braydon Yost	Tour Dispatch Center	\$20.40	\$0.00
JO032825	304525	EMPLOYEE ONE TIME PAY	Chloe Meicher	Tour Dispatch Center	\$20.40	\$0.00
JO032825	304526	EMPLOYEE ONE TIME PAY	Dave Rodman	ATSSA How-To and Traffic Round	\$74.80	\$0.00
JO032825	304527	EMPLOYEE ONE TIME PAY	Elizabeth Sorensen	Tour Dispatch Center	\$20.40	\$0.00
JO032825	304528	EMPLOYEE ONE TIME PAY	Emil Bradford	Reimbursement for CDL Permit T	\$15.00	\$0.00
JO032825	304529	EMPLOYEE ONE TIME PAY	Gage Degroot	EduCode International Training	\$688.00	\$0.00
JO032825	304530	EMPLOYEE ONE TIME PAY	Harold Stewart	NDLC Conference & Testify Legi	\$157.50	\$0.00
JO032825	304531	EMPLOYEE ONE TIME PAY	Jacob Filkins	Tuition Reimbursement- ENG 130	\$729.00	\$0.00
JO032825	304532	EMPLOYEE ONE TIME PAY	Jeff Behrens	ATSSA How-To and Traffic Round	\$74.80	\$0.00
JO032825	304533	EMPLOYEE ONE TIME PAY	Michael Bieger	ATSSA How-To and Traffic Round	\$74.80	\$0.00
JO032825	304534	EMPLOYEE ONE TIME PAY	Nathan Derr	ATSSA How-To and Traffic Round	\$74.80	\$0.00
JO032825	304535	EMPLOYEE ONE TIME PAY	Seth LaBodda	IACP Wellness Conference- Seth	\$430.00	\$0.00
JO032825	304536	EMPLOYEE ONE TIME PAY	Stephen Joersz	ATSSA How-To and Traffic Round	\$142.80	\$0.00
JO032825	304537	EMPLOYEE ONE TIME PAY	Tom Ross	Legislative Session	\$152.60	\$0.00

JO032825	304538	EMPLOYEE ONE TIME PAY	Tony Stewart	EduCode International Training	\$688.00	\$0.00
JO032825	304539	ENERBASE		Fuel 9.721	\$12,459.29	\$0.00
JO032825	304540	ENVIRONMENTAL PRODUCTS & ACCESS ETSYSTEMS		HOSE; 1" X 25' LEADER HOSE	\$379.62	\$0.00
JO032825	304541	FACTORY MOTOR PARTS		HVAC Control repairs - Fire St 001; AIR FILTER P621097	\$977.50	\$0.00
JO032825	304542	FIRE EQUIPMENT CO.			\$660.38	\$0.00
JO032825	304544	FIRST INTERNATIONAL BANK & TRUST		Fire System Repair - Renaissan	\$108.00	\$0.00
JO032825	304545			Fire Union Due's	\$737.00	\$0.00
JO032825	304546	FLEET PRIDE		VALVE ASSY; BOX CONTROL AIR VA	\$219.98	\$0.00
JO032825	304547	FLEETMIND SOLUTIONS, INC.		Fleetmind Software Agreement U	\$2,370.19	\$0.00
JO032825	304548	G & P COMMERCIAL SALES		Cleaning Supplies	\$67.76	\$0.00
JO032825	304549	GALLS, LLC		Demo CSO Shirts	\$168.61	\$0.00
JO032825	304550	GENERAL ONE TIME PAY	BreakTime	Mylin Wicker Restitution MI-20	\$5.29	\$0.00
JO032825	304551	GENERAL ONE TIME PAY	California State Disbursement Unit	Daniel Cisneros Restitution MI	\$250.00	\$0.00
JO032825	304552	GENERAL ONE TIME PAY	Chloe Bakkum	Overpayment on 19 Parking Cita	\$10.00	\$0.00
JO032825	304553	GENERAL ONE TIME PAY	Interlibrary Loan	Lost Book- Ramsey County Libra	\$16.99	\$0.00
JO032825	304554	GENERAL ONE TIME PAY	Jameson P Lesmann	Michael Odendoal Restitution M	\$25.00	\$0.00
JO032825	304555	GENERAL ONE TIME PAY	Juan & Francisco Medina	RC-1088 Claim for Moving & Rel	\$1,350.00	\$0.00
JO032825	304556	GENERAL ONE TIME PAY	Marla Ann Zietz	Thomas Chafin Restitution MI-2	\$25.00	\$0.00
JO032825	304557	GENERAL ONE TIME PAY	Meaghan Marie Struckness	Elizabeth Brien Restitution MI	\$30.00	\$0.00
JO032825	304558	GENERAL ONE TIME PAY	Melinda Salazar	RC-1090 Claim for Moving & Rel	\$1,150.00	\$0.00
JO032825	304559	GENERAL ONE TIME PAY	Ron Cal Homes	RC-1089 Claim for Down Payment	\$9,570.00	\$0.00
JO032825	304560	GENERAL ONE TIME PAY	Spark by Hilton	Occupancy Tax Audit for 2024	\$58.16	\$0.00
JO032825	304561	GENERAL ONE TIME PAY	ST & SH INC	Garrett St. Claire Restitution	\$30.00	\$0.00
JO032825	304562	GENERAL TRADING		010; TAPS 1/2 NC TAPER	\$323.23	\$0.00
JO032825	304563	GERDAU RECYCLING		2 X 1 X 14 GA TUBE	\$62.40	\$0.00
JO032825	304564	GRAYMONT WESTERN US INC.		Lime	\$81,359.50	\$0.00
JO032825	304565	GUARDIAN FLEET SAFETY		P2.P12.P16.P20.P21 Upfitting F	\$35,577.73	\$0.00
JO032825	304566	HIGH POINT NETWORKS, LLC		M365 Backup and Mimecast Lice	\$3,110.30	\$0.00
JO032825	304567	HOUSTON ENGINEERING, INC.		4421.1 - 2025 WATER SYSTEM MOD	\$328.50	\$0.00
JO032825	304568	INLAND TRUCK PARTS CO		SOLENOID; C520 PTO SHIFT SOLEN	\$268.89	\$0.00
JO032825	304569	INTERNATIONAL CITY MANAGEMENT ASSOCIATION RET.		City manager pension	\$640.18	\$0.00
JO032825	304570	JIMS WELDING, INC.		Radiator Reservoir	\$187.50	\$0.00
JO032825	304571	KLJ ENGINEERING, LLC		4873 KLJ DESIGN 3RD ST NE BRID	\$12,068.00	\$0.00
JO032825	304572	LANGUAGE LINE SERVICES		Interpretation Services	\$0.40	\$0.00
JO032825	304573	LARSON ELECTRIC, INC.		Emergency Lights & Installatio	\$2,460.00	\$0.00
JO032825	304578	MAGIC MILE WELDING		Thawed a water service with we	\$1,600.00	\$0.00
JO032825	304579	MAIN ELECTRIC CONSTRUCTION		(POST FIRE) FIRE ALARM SYSTEM	\$6,627.10	\$0.00
JO032825	304580	MARCO, INC.		Marco Copier Maintenance INV 1	\$423.50	\$0.00
JO032825	304574	MATTHEW BENDER & COMPANY, INC.		ND CRT RULES ANNO 2/25 SUPP	\$58.10	\$0.00
JO032825	304581	MED-TECH RESOURCE, INC.		Nitrile Gloves	\$522.50	\$0.00
JO032825	304582	MEDALLUS & VACHAROTHONE LTD		Medallus Medical GLP-1 Coverag	\$8,375.00	\$0.00

JO032825	304592	MELANIE MOORE		Water Plant Operator Civil Ser	\$105.00	\$0.00
JO032825	304583	MENARDS		20A ST GFCI BLACK	\$338.50	\$0.00
JO032825	304584	MIDWEST TAPE		Hoopla February 2025	\$4,487.60	\$0.00
JO032825	304585	MILLER LAW OFFICE, P.C.		Missed call Ondieki 179	\$442.50	\$0.00
JO032825	304586	MINITEX		Minitex Baker & Taylor Databas	\$2,832.00	\$0.00
JO032825	304587	MINOT AUTO		002; 2" RED SPOT CLEARANCO PRO	\$1,175.36	\$0.00
JO032825	304588	MINOT EMPLOYEE DONATIONS		Minot Employee Donations	\$797.51	\$0.00
JO032825	304589	MINOT PARK DISTRICT		March 2025 State Aid paid to P	\$50,249.27	\$0.00
JO032825	304590	MINOT VETERINARY CLINIC		License tags / Rabies tags	\$206.29	\$0.00
JO032825	304591	MOORE ENGINEERING, INC		2025 Washington SRTS - Easemen	\$2,966.25	\$0.00
JO032825	304593	MOWBRAY & SONS		SRE roof intake hood damage re	\$10,599.50	\$0.00
JO032825	304594	NAPA AUTO PARTS		BELT; BELT	\$2,356.44	\$0.00
JO032825	304595	ND DEPT OF WATER RESOURCES		FEB 2025 WATER FROM NAWS	\$151,083.33	\$0.00
JO032825	304596	ND FIREFIGHTER'S ASSOCIATION		Hazmat Retest for Griffin Bake	\$10.00	\$0.00
JO032825	304597	ND FRATERNAL ORDER OF POLICE		Police Union Due's/ Legal Defe	\$1,269.00	\$0.00
JO032825	304598	NEPTUNE FLOOD INCORPORATED		PAYMENT FOR ANNUAL FLOOD POLIC	\$9,210.41	\$0.00
JO032825	304599	NEW VISION SECURITY, LLC		Annual Fire Alarm Fee - City H	\$457.80	\$0.00
JO032825	304600	NIESS IMPRESSIONS		Business cards and envelopes	\$495.46	\$0.00
JO032825	304601	NORTH DAKOTA FIREFIGHTER'S MUSEUM		Membership Dues	\$25.00	\$0.00
JO032825	304602	NORTHWEST TIRE AND RETREAD		TIRE; REPAIR TIRE	\$8,813.96	\$0.00
JO032825	304603	NYBAKKEN BODY SHOP		PAYMENT FOR INVOICE 11174	\$5,146.78	\$0.00
JO032825	304604	O'REILLY AUTO PARTS		CLEANER; BRAKE CLEAN	\$104.04	\$0.00
JO032825	304543	PARKLAND USA CORPORATION		008; DIESEL EXHAUST FLUID	\$3,434.98	\$0.00
JO032825	304605	PITNEY BOWES RESERVE ACCOUNT		Postage - Reserve Account	\$3,000.00	\$0.00
JO032825	304606	PLASTICARDS, INC.		Library Cards & Key Tags	\$1,176.00	\$0.00
JO032825	304607	PRAIRIE SUPPLY		--; SHOP SUPPLIES	\$400.00	\$0.00
JO032825	304608	PRINGLE & HERIGSTAD, P.C.		Brandon Podruchny – MI-2024-CR	\$1,785.00	\$0.00
JO032825	304609	PRO INDUSTRIAL LLC		Crane Inspections	\$4,062.65	\$0.00
JO032825	304610	PROCOLLECT		FEB COURT PROCOLLECT	\$1,096.85	\$0.00
JO032825	304611	PSYCHOLOGICAL RESOURCES		Psychological Evaluation Testi	\$300.00	\$0.00
JO032825	304612	RAILROAD MANAGEMENT COMPANY III LLC		License fee	\$417.05	\$0.00
JO032825	304613	RDO EQUIPMENT		BUSHINGS; BUSHINGS	\$4,563.52	\$0.00
JO032825	304614	REFUND ONE TIME PAY	BARAJAS, SHELLY	UB 1554 2018 8TH	\$50.00	\$0.00
JO032825	304615	REFUND ONE TIME PAY	DAKOTA DENTAL HEALTH	GB Customer ID 5662 Bill #2039	\$50.00	\$0.00
JO032825	304616	REFUND ONE TIME PAY	DRILLING TOOLS INT'L	UB 55420 917 20TH	\$136.10	\$0.00
JO032825	304617	REFUND ONE TIME PAY	FELDNER, DAN	UB 7894 219 8TH	\$11.11	\$0.00
JO032825	304618	REFUND ONE TIME PAY	FOUR SEASONS CONSTRUCTION	UB 200271 90 MULBERRY	\$55.87	\$0.00
JO032825	304619	REFUND ONE TIME PAY	KASTILLO, KELLY	UB 200133 2513 IVORY	\$5.51	\$0.00
JO032825	304620	REFUND ONE TIME PAY	KRAMER, PHILIP	UB 18170 909 36TH	\$14.86	\$0.00
JO032825	304621	REFUND ONE TIME PAY	MILLER, HUNTER	UB 20786 606 19TH	\$30.73	\$0.00
JO032825	304622	REFUND ONE TIME PAY	MOCH, ISAIAH	UB 85874 1520 35TH	\$24.78	\$0.00
JO032825	304623	REFUND ONE TIME PAY	RAYEL, MICHAEL	UB 82194 2617 HERITAGE	\$9.02	\$0.00
JO032825	304624	REFUND ONE TIME PAY	SANDER, KASIE	UB 24084 1931 25TH	\$50.00	\$0.00
JO032825	304625	REFUND ONE TIME PAY	VADNAIS, ZADE	UB 94010 1115 27TH	\$8.09	\$0.00

JO032825	304626	REFUND ONE TIME PAY	ZINKE, PENNY	UB 13572 811 18TH	\$102.35	\$0.00
JO032825	304627	SANITATION PRODUCTS		LAMP; LICENSE PLATE LAMP ASSY	\$6,556.91	\$0.00
JO032825	304628	SHORT ELLIOTT HENDRICKSON, INC		Spill Prevention Control and C	\$62,716.72	\$0.00
JO032825	304629	SIGNS TODAY		P21 Decal & Striping	\$672.45	\$0.00
JO032825	304630	SOLTIS BUSINESS FORMS CO.		Winter Coats	\$1,518.00	\$0.00
JO032825	304631	SOURIS BASIN PLANNING COUNCIL		SBPC SERVICE AGREEMENT 2025	\$5,000.00	\$0.00
JO032825	304632	STATE HISTORICAL SOCIETY		Minot Daily News Microfilm 5.2	\$307.00	\$0.00
JO032825	304633	STEIN'S, INC.		Cooling Tower Chemicals	\$2,273.82	\$0.00
JO032825	304634	SUNDRE SAND & GRAVEL, INC.		940.35 Tons Washed Sand	\$15,515.78	\$0.00
JO032825	304635	SWANSTON EQUIPMENT COMPANIES		001; CABIN AIR FILTER	\$2,183.10	\$0.00
JO032825	304636	TERRACON CONSULTANTS, INC		ENVIRONMENTAL COSTS FOR ENGLE	\$8,482.75	\$0.00
JO032825	304637	UNITED MAILING SERVICE		POSTAGE/SHIPPING	\$449.34	\$0.00
JO032825	304638	UNITED QUALITY COOPERATIVE		UNLEADED	\$18,571.36	\$0.00
JO032825	304639	UNUM LIFE INSURANCE		JANUARY-MARCH 2025 LTD-STD PRE	\$89,201.02	\$0.00
JO032825	304640	VISIT MINOT		March 2025 Motor Vehicle Tax	\$15,929.92	\$0.00
JO032825	304641	VITALANT		PROMOTIONAL SPONSORSHIP - BATT	\$300.00	\$0.00
JO032825	304642	WALLWORK TRUCK CENTER MINOT		BRUSHES; BRUSH BLOCK ASSY	\$3,260.45	\$0.00
JO032825	304643	WARD COUNTY AUDITOR		January 2025 Inmate Invoice -	\$15,150.00	\$0.00
JO032825	304644	WESTLIE FORD		DRIVERS SEAT AIRBAG	\$545.08	\$0.00
JO032825	304645	WESTLIE TRUCK CENTER		016; REAR SPRING FOR HENDRICKS	\$1,295.70	\$0.00
JO032825	304646	WHITE CAP, LP		36 pails Aquaphalt	\$1,944.00	\$0.00
				Total	\$4,027,992.50	\$5.29

BUDGETED 2024 GENERAL FUND ADMINISTRATIVE AND OVERHEAD CHARGES*Charge these funds:*

100	Airport	\$	27,082.17
120	Cemetery		4,865.58
125	Parking Authoirty		376.25
130	Garbage		
	Collection		21,274.42
	Landfill		30,171.00
140	Water/Sewer		
	Storm Sewer Maintenance		11,885.75
	Water Supply		61,993.66
	Water Distribution		42,874.00
	Sewer		27,438.83
	Utility Billing		6,772.42
150	Renaissance Parking Ramp		381.42
150	Central Parking Ramp		381.42
205	Public Transportation		8,166.75
210	Library		8,796.00
	Total Transferred	\$	<u>252,459.67</u>

Electronic Payments:

AFLAC	-
BCBS	601,633.71
Federal Tax Withholding	-
Deferred Comp	31,149.10
NDPERS	226,242.26
NDPERS Service Credit	218.00
Empower	53,451.32
Verendrye	-
Montana Dakota Utilities	61,494.18
Xcel Energy	186,670.74
Discovery Benefits	12,573.44
ADP Payroll taxes	312,449.54
ADP Payroll Wage garnishment 3/14/25 & 3/28/25	12,432.91
ADP Monthly Invoice	19,595.82
ADP Payroll Taxes wire Council	1,471.95
ADP Payroll Taxes wire Pension	67,830.29
Bravera Insurance	17,163.00
State Treasurer	-
UNUM	8,376.43

Total	\$ <u>1,612,752.69</u>
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Posting date	Transaction date	Supplier	Amount
2/26/2025	2/24/2025	Napa Parts 0027632	39.96
2/26/2025	2/24/2025	Menards Minot Nd	12.27
2/26/2025	2/24/2025	Menards Minot Nd	166.44
2/26/2025	2/24/2025	Menards Minot Nd	60.99
2/26/2025	2/24/2025	Menards Minot Nd	131.52
2/26/2025	2/24/2025	Fedex285758113789	12.60
2/26/2025	2/24/2025	Fedex285758282071	12.60
2/26/2025	2/24/2025	Menards Minot Nd	52.35
2/26/2025	2/25/2025	Dakota Fluid Power, Inc.	55.75
2/26/2025	2/25/2025	Adb Safegate Americas	560.11
2/26/2025	2/25/2025	470 Auto Value - Minot	54.99
2/26/2025	2/25/2025	470 Auto Value - Minot	(18.00)
2/26/2025	2/25/2025	470 Auto Value - Minot	18.00
2/26/2025	2/25/2025	Att	345.15
2/26/2025	2/25/2025	4imprint, Inc	3,124.70
2/26/2025	2/25/2025	The Ups Store 1423	168.08
2/26/2025	2/25/2025	Schocks Safe And Lock Se	12.50
2/26/2025	2/25/2025	Att	45.96
2/26/2025	2/25/2025	Spi*directv Service	164.98
2/26/2025	2/25/2025	Amazon.Com*js2ii6l13	107.63
2/26/2025	2/25/2025	Att	768.16
2/26/2025	2/25/2025	Heiman Fire Equipment	11,490.97
2/26/2025	2/25/2025	Amazon Mktplace Pmts	(31.61)
2/26/2025	2/25/2025	Amazon Mktpl	18.22
2/26/2025	2/25/2025	Acme Tools Minot	169.00
2/26/2025	2/25/2025	Amazon Reta* Tj7sp1ip3	172.88
2/26/2025	2/25/2025	Amazon Reta* Xf98r6q43	37.52
2/26/2025	2/25/2025	Column Public Notice	573.30
2/26/2025	2/25/2025	Att	193.94
2/26/2025	2/25/2025	Paymentus Corporation	1.25
2/26/2025	2/25/2025	Nd Dept Of Envir Qual	50.00
2/26/2025	2/25/2025	Runnings Of Minot	39.99
2/26/2025	2/25/2025	Att	483.11
2/26/2025	2/25/2025	Eb *2025 Surface Water	268.61
2/26/2025	2/25/2025	Nd Dept Of Envir Qual	50.00
2/26/2025	2/25/2025	Paymentus Corporation	1.25
2/26/2025	2/25/2025	Hach Company	4,952.63
2/26/2025	2/25/2025	Community Transportation	775.00
2/26/2025	2/25/2025	Att	45.96
2/26/2025	2/25/2025	Projectaction.Com	500.00
2/26/2025	2/25/2025	Att	137.88
2/26/2025	2/25/2025	North Country Sports	170.00
2/26/2025	2/25/2025	Nd Dept Of Envir Qual	50.00

2/26/2025	2/25/2025 Paymentus Corporation	1.25
2/26/2025	2/25/2025 Vistaprint Corporate Solu	64.92
2/26/2025	2/26/2025 Uber *trip	56.95
2/26/2025	2/26/2025 Amazon Mktpl	33.94
2/26/2025	2/26/2025 Amazon Mark* 8q3wz2553	45.87
2/26/2025	2/26/2025 Amazon Mktpl	73.98
2/27/2025	2/25/2025 Menards Minot Nd	68.28
2/27/2025	2/25/2025 Menards Minot Nd	104.96
2/27/2025	2/25/2025 Officemax/Depot 6513	47.29
2/27/2025	2/25/2025 Napa Parts 0027632	71.98
2/27/2025	2/25/2025 All Safe Industries	544.52
2/27/2025	2/25/2025 Menards Minot Nd	35.86
2/27/2025	2/25/2025 Marketplace Foods A	9.97
2/27/2025	2/25/2025 Fedex285758416753	49.93
2/27/2025	2/25/2025 Paypal	310.00
2/27/2025	2/26/2025 Nd Dept Of Envir Qual	50.00
2/27/2025	2/26/2025 In *preferred Controls In	580.00
2/27/2025	2/26/2025 Paymentus Corporation	1.25
2/27/2025	2/26/2025 Batteries Plus #0639	219.95
2/27/2025	2/26/2025 National Registry Emt	25.00
2/27/2025	2/26/2025 Wand Dry Goods	47.30
2/27/2025	2/26/2025 Fedex	40.31
2/27/2025	2/26/2025 Batteries Plus #0639	62.80
2/27/2025	2/26/2025 Kohls #1497	79.49
2/27/2025	2/26/2025 Dacotah Paper Co	412.65
2/27/2025	2/26/2025 Wpsg, Inc.	(6.68)
2/27/2025	2/26/2025 Macs Minot, Nd	121.02
2/27/2025	2/26/2025 Amazon Mktpl	379.99
2/27/2025	2/26/2025 Amazon Mark* l58nl2rg3	438.98
2/27/2025	2/26/2025 Cherry Lake Publishing	56.97
2/27/2025	2/26/2025 Amazon Mark* Xq0df5at3	25.20
2/27/2025	2/26/2025 National Registry Emt	25.00
2/27/2025	2/26/2025 Paymentus Corporation	1.25
2/27/2025	2/26/2025 Nd Dept Of Envir Qual	50.00
2/27/2025	2/26/2025 Samsclub.Com	58.72
2/27/2025	2/26/2025 Column Public Notice	287.82
2/27/2025	2/26/2025 Att	51.01
2/27/2025	2/26/2025 All American Trophies & S	39.95
2/27/2025	2/26/2025 Batteries Plus #0639	36.15
2/27/2025	2/26/2025 Amazon Reta* 9l5940xw3	478.96
2/27/2025	2/26/2025 General Equipment & Suppl	61.09
2/27/2025	2/27/2025 Nd Wsi	100.00
2/27/2025	2/27/2025 Amazon Mark* 2g7uz7f93	849.71
2/27/2025	2/27/2025 Amazon Mktpl	173.00

2/28/2025	2/26/2025 Office Depot #1090	129.99
2/28/2025	2/26/2025 Napa Parts 0027632	140.99
2/28/2025	2/26/2025 Rhi Supply Minot	47.85
2/28/2025	2/26/2025 Menards Minot Nd	67.96
2/28/2025	2/26/2025 Menards Minot Nd	70.28
2/28/2025	2/26/2025 Officemax/Depot 6513	229.95
2/28/2025	2/26/2025 So Pt Hotel And Casino	442.75
2/28/2025	2/26/2025 So Pt Hotel And Casino	132.00
2/28/2025	2/27/2025 B2g, Llc* O #114746	620.00
2/28/2025	2/27/2025 Chopstickers	14.90
2/28/2025	2/27/2025 Giordanos Of Lodo	27.00
2/28/2025	2/27/2025 Sp Impact Dog Crates	979.30
2/28/2025	2/27/2025 Schocks Safe And Lock Se	37.50
2/28/2025	2/27/2025 Batteries Plus #0639	(62.80)
2/28/2025	2/27/2025 Conference On Crimes Agai	625.00
2/28/2025	2/27/2025 Magic City Garage Door	205.50
2/28/2025	2/27/2025 Wpsg, Inc.	124.26
2/28/2025	2/27/2025 Amazon Mktpl	36.79
2/28/2025	2/27/2025 In *dakota Fire Extinguis	219.92
2/28/2025	2/27/2025 Hlu*huluplus	2.99
2/28/2025	2/27/2025 Hlu*huluplus	2.99
2/28/2025	2/27/2025 Netflix.Com	24.99
2/28/2025	2/27/2025 North Dakota Leagueofcit	300.00
2/28/2025	2/27/2025 Amazon Mktpl	45.75
2/28/2025	2/27/2025 North Dakota Leagueofcit	300.00
2/28/2025	2/27/2025 Grainger	182.93
2/28/2025	2/27/2025 Acme Tools Minot	378.00
2/28/2025	2/27/2025 Scheels Minot	(30.09)
2/28/2025	2/27/2025 Wizards Of Coast, Inc	54.99
2/28/2025	2/27/2025 Ferguson Entprs 3094	410.59
2/28/2025	2/27/2025 In *dakota Fire Extinguis	99.97
2/28/2025	2/27/2025 Harbor Freight Tools3246	161.81
2/28/2025	2/27/2025 In *dakota Fire Extinguis	10.88
2/28/2025	2/27/2025 Travel Guard Group Inc	38.82
2/28/2025	2/27/2025 Travel Guard Group Inc	20.23
2/28/2025	2/27/2025 Amazon Mktpl	153.60
2/28/2025	2/27/2025 Omni Hotels	377.91
2/28/2025	2/27/2025 American Association O	885.00
2/28/2025	2/27/2025 Lyft *2 Rides 02-26	58.12
2/28/2025	2/28/2025 North Dakota Library A	60.00
3/3/2025	2/26/2025 Smartsign	87.47
3/3/2025	2/27/2025 Butler Machinery Company	866.61
3/3/2025	2/27/2025 Menards Minot Nd	90.87
3/3/2025	2/27/2025 Great Lakes Chapter-Aaae	35.00

3/3/2025	2/27/2025 The Home Depot #3703	147.74
3/3/2025	2/27/2025 Intercontinental Minneap	216.45
3/3/2025	2/27/2025 Butler Machinery Company	81.24
3/3/2025	2/27/2025 Awg 2557	22.06
3/3/2025	2/27/2025 Menards Minot Nd	15.76
3/3/2025	2/27/2025 Napa Parts 0027632	(140.99)
3/3/2025	2/27/2025 Napa Parts 0027632	15.08
3/3/2025	2/27/2025 Amazon Mark* P725y03j3	(15.13)
3/3/2025	2/27/2025 The Home Depot #3703	132.15
3/3/2025	2/27/2025 Menards Minot Nd	12.64
3/3/2025	2/27/2025 Napa Parts 0027632	199.99
3/3/2025	2/27/2025 Red Wing Shoes #825	200.00
3/3/2025	2/27/2025 Menards Minot Nd	31.98
3/3/2025	2/27/2025 Thomas Scientific Holdin	(35.00)
3/3/2025	2/27/2025 Napa Parts 0027632	37.48
3/3/2025	2/27/2025 United	300.16
3/3/2025	2/27/2025 United	575.96
3/3/2025	2/28/2025 Amazon Mktpl	42.43
3/3/2025	2/28/2025 Laz Parking L41122-Flash	48.00
3/3/2025	2/28/2025 Grand Hyatt Denver	831.21
3/3/2025	2/28/2025 McDonalds F13573	7.97
3/3/2025	2/28/2025 Holiday Inn Express	685.00
3/3/2025	2/28/2025 Cenex-Enerbase	41.55
3/3/2025	2/28/2025 Caseys #3360	37.80
3/3/2025	2/28/2025 Glass Doctor	353.70
3/3/2025	2/28/2025 United	536.97
3/3/2025	2/28/2025 Menards Minot Nd	59.84
3/3/2025	2/28/2025 Crunchyroll	11.99
3/3/2025	2/28/2025 Amazon Mktpl	32.90
3/3/2025	2/28/2025 Crunchyroll	11.99
3/3/2025	2/28/2025 Rhi Supply Minot	176.28
3/3/2025	2/28/2025 In *20/20 Genesystems, In	780.75
3/3/2025	2/28/2025 Allianz Travel Ins	23.63
3/3/2025	2/28/2025 Apwa - Snow Registration	645.00
3/3/2025	2/28/2025 Delta Air	337.97
3/3/2025	2/28/2025 Menards Minot Nd	14.88
3/3/2025	2/28/2025 Holiday Inn Express	550.00
3/3/2025	2/28/2025 Kum&go 0816r Minot	54.83
3/3/2025	2/28/2025 Samsclub #8172	55.01
3/3/2025	2/28/2025 Core & Main Nd002	1,013.33
3/3/2025	2/28/2025 Core & Main Nd002	(1,013.33)
3/3/2025	2/28/2025 Sync	108.00
3/3/2025	2/28/2025	1.08
3/3/2025	2/28/2025 Lyft *2 Rides 02-27	39.70

3/3/2025	3/1/2025 Amazon Mktpl	61.05
3/3/2025	3/1/2025 Uber *trip	93.95
3/3/2025	3/1/2025 Amazon Prime	14.99
3/3/2025	3/1/2025 Google *youtube Tv	4.99
3/3/2025	3/1/2025 Marketplace Foods	62.97
3/3/2025	3/1/2025 Virgin Valley Cab	35.11
3/3/2025	3/1/2025 Amazon Mark* Db16v8mc3	27.97
3/3/2025	3/1/2025 Amazon Mark* 8k36n7f13	32.80
3/3/2025	3/1/2025	2.67
3/3/2025	3/1/2025 Paypal	267.00
3/3/2025	3/1/2025 National Registry Emt	25.00
3/3/2025	3/1/2025 Amazon Mktpl	641.96
3/3/2025	3/1/2025 Ck Holiday # 06431	125.00
3/3/2025	3/1/2025 Lyft *2 Rides 02-28	59.25
3/3/2025	3/2/2025 Mp-*minot Afb Club	15.78
3/3/2025	3/2/2025 Orleans Hotel & Casino	809.01
3/3/2025	3/2/2025 Surveysparrow	39.00
3/3/2025	3/2/2025 Orleans Hotel & Casino	809.01
3/3/2025	3/3/2025 Starlink Internet	165.00
3/4/2025	3/2/2025 Autopay/Dish Ntwk	209.10
3/4/2025	3/3/2025 In *central Machining & P	1,000.00
3/4/2025	3/3/2025 All American Trophies & S	72.00
3/4/2025	3/3/2025 Pilot_00684	34.82
3/4/2025	3/3/2025 Sams Club#6385	191.08
3/4/2025	3/3/2025 Delta Air	745.97
3/4/2025	3/3/2025 Bobit Busi* Government	745.00
3/4/2025	3/3/2025 Sq *the Bark Porch Inc	150.00
3/4/2025	3/3/2025 Eb *2025 Surface Water	268.61
3/4/2025	3/3/2025 Backflow Prevention Sv	1,390.00
3/4/2025	3/3/2025 Macs Minot, Nd	18.00
3/4/2025	3/3/2025 Amazon Mktpl	71.94
3/4/2025	3/3/2025 Mountain Plains Lib	37.50
3/4/2025	3/3/2025 In *northern Testing	495.00
3/4/2025	3/3/2025 Hach Company	177.27
3/4/2025	3/3/2025 Fire- Dex Gw	607.06
3/4/2025	3/4/2025 North Dakota Library A	45.00
3/4/2025	3/4/2025 North Dakota Library A	60.00
3/5/2025	3/3/2025 Caseys #3366	42.00
3/5/2025	3/3/2025 Cenex-Enerbase	38.95
3/5/2025	3/3/2025 Menards Minot Nd	73.42
3/5/2025	3/3/2025 Napa Parts 0027632	70.53
3/5/2025	3/3/2025 Officemax/Depot 6513	226.36
3/5/2025	3/3/2025 Napa Parts 0027632	77.94
3/5/2025	3/3/2025 Rhi Supply Minot	791.37

3/5/2025	3/3/2025 Menards Minot Nd	30.84
3/5/2025	3/3/2025 Menards Minot Nd	81.70
3/5/2025	3/3/2025 Americinn	121.55
3/5/2025	3/3/2025 Exxon Jamestown I-94	31.17
3/5/2025	3/4/2025 Fastenal Company 01ndmin	44.10
3/5/2025	3/4/2025 470 Auto Value - Minot	64.08
3/5/2025	3/4/2025 Amazon Mktpl	98.98
3/5/2025	3/4/2025 Delta Air	617.97
3/5/2025	3/4/2025 Linde Gas & Equipment Inc	92.38
3/5/2025	3/4/2025 Delta Air	39.99
3/5/2025	3/4/2025 Delta Air	39.99
3/5/2025	3/4/2025 Center For Public Safety	5,200.00
3/5/2025	3/4/2025 Column Public Notice	45.24
3/5/2025	3/4/2025 Column Public Notice	157.56
3/5/2025	3/4/2025 Hach Company	163.96
3/5/2025	3/4/2025 Core & Main Nd002	2,031.60
3/5/2025	3/4/2025 Delta Air	617.97
3/5/2025	3/4/2025 All American Trophies & S	35.00
3/5/2025	3/4/2025 Apwa - Snow Registration	620.00
3/5/2025	3/5/2025 Amazon Mark* Ze7ka0u23	595.38
3/5/2025	3/5/2025 Verizon	665.50
3/6/2025	3/4/2025 Holiday Stations 0285	40.51
3/6/2025	3/4/2025 Everspring Inn Bismarc	99.00
3/6/2025	3/4/2025 Everspring Inn Bismarc	99.00
3/6/2025	3/4/2025 Government Finance Off	705.00
3/6/2025	3/4/2025 Everspring Inn Bismarc	99.00
3/6/2025	3/4/2025 Everspring Inn Bismarc	99.00
3/6/2025	3/4/2025 Prairie Supply Inc	19.35
3/6/2025	3/4/2025 The Home Depot #3703	96.71
3/6/2025	3/4/2025 Cenex-Tri Energy Coopera	34.42
3/6/2025	3/4/2025 The Home Depot #3703	11.97
3/6/2025	3/4/2025 Menards Minot Nd	9.19
3/6/2025	3/4/2025 Everspring Inn Bismarc	99.00
3/6/2025	3/4/2025 Government Finance Off	1,200.00
3/6/2025	3/4/2025 The Home Depot #3703	14.98
3/6/2025	3/4/2025 Delta Hotels By Marrio	198.00
3/6/2025	3/5/2025 Amazon Mktpl	21.11
3/6/2025	3/5/2025 Amazon Mktplace Pmts	(28.75)
3/6/2025	3/5/2025 470 Auto Value - Minot	97.90
3/6/2025	3/5/2025 470 Auto Value - Minot	97.90
3/6/2025	3/5/2025 470 Auto Value - Minot	48.95
3/6/2025	3/5/2025 470 Auto Value - Minot	48.95
3/6/2025	3/5/2025 470 Auto Value - Minot	48.95
3/6/2025	3/5/2025 Capcut	19.99

3/6/2025	3/5/2025	0.20
3/6/2025	3/5/2025 Macs Minot, Nd	239.98
3/6/2025	3/5/2025 Pawtree	144.83
3/6/2025	3/5/2025 Magic City Car Wash	550.00
3/6/2025	3/5/2025 Target.Com	118.21
3/6/2025	3/5/2025 Amazon Mktpl	113.96
3/6/2025	3/5/2025 General Trading Company	78.90
3/6/2025	3/5/2025 Amazon Mark* Xa1zw8h73	319.09
3/6/2025	3/5/2025 Amazon Reta* Wr7nj8bm3	130.83
3/6/2025	3/5/2025 Amazon Prime	14.99
3/6/2025	3/5/2025 Amazon Reta* 9w5jh25e3	49.99
3/6/2025	3/5/2025 Amazon Mark* Bl1oe8vr3	14.37
3/6/2025	3/5/2025 Amazon Prime	14.99
3/6/2025	3/5/2025 Forum Communications	148.00
3/6/2025	3/5/2025 Schocks Safe And Lock Se	12.50
3/6/2025	3/5/2025 Verizonwrlss	3,459.96
3/6/2025	3/5/2025 Hotelcom73047271510651	1,045.47
3/6/2025	3/5/2025 Macs Minot, Nd	10.24
3/6/2025	3/5/2025 Blt*dive Right In Scuba	240.00
3/6/2025	3/5/2025 Delta Air	14.99
3/6/2025	3/5/2025 Delta Air	14.99
3/6/2025	3/5/2025 Hotelcom73047270736899	1,045.47
3/6/2025	3/5/2025 Delta Air	14.99
3/6/2025	3/5/2025 Delta	447.96
3/6/2025	3/5/2025 Delta Air	14.99
3/6/2025	3/5/2025 Allianz Travel Ins	34.28
3/7/2025	3/5/2025 Arco B&j	20.76
3/7/2025	3/5/2025 Menards Minot Nd	109.99
3/7/2025	3/5/2025 The Home Depot #3703	70.00
3/7/2025	3/5/2025 Fire Safety Usa Inc	94.12
3/7/2025	3/5/2025 Menards Minot Nd	29.98
3/7/2025	3/5/2025 Hirshfields - 40 - Minot	36.49
3/7/2025	3/5/2025 Menards Minot Nd	132.88
3/7/2025	3/5/2025 Rdo Equipment-Minot	306.05
3/7/2025	3/5/2025 Everspring Inn Bismarc	99.00
3/7/2025	3/5/2025 Delta Hotels By Marrio	99.00
3/7/2025	3/6/2025 Paymentus Corporation	(1.25)
3/7/2025	3/6/2025 Nd Dept Of Envir Qual	(50.00)
3/7/2025	3/6/2025 Amazon Mktpl	18.96
3/7/2025	3/6/2025 Paymentus Corporation	1.25
3/7/2025	3/6/2025 Nd Dept Of Envir Qual	50.00
3/7/2025	3/6/2025 B&h Photo 800-606-6969	643.93
3/7/2025	3/6/2025 Harbor Freight Tools3246	47.94
3/7/2025	3/6/2025 Amazon Mktpl	19.96

3/7/2025	3/6/2025 Tmg Business Services	821.25
3/7/2025	3/6/2025 Amazon Prime	14.99
3/7/2025	3/6/2025 Allianz Travel Ins	51.36
3/7/2025	3/6/2025 Delta Air	745.96
3/7/2025	3/6/2025 Delta Air	14.99
3/7/2025	3/6/2025 Cvent* 2025 Defense Co	500.00
3/7/2025	3/6/2025 Delta Air	14.99
3/7/2025	3/6/2025 Expedia 73048158886851	1,219.24
3/7/2025	3/6/2025 Tlo Transunion	175.80
3/7/2025	3/6/2025 Hits Training & Consul	798.22
3/7/2025	3/6/2025 The Ups Store 1423	32.57
3/7/2025	3/6/2025 American Water Works Asso	625.00
3/7/2025	3/6/2025 Srt Communications, Inc	844.65
3/7/2025	3/6/2025 Srt Communications, Inc	253.32
3/7/2025	3/6/2025 Srt Communications, Inc	573.27
3/7/2025	3/6/2025 Srt Communications, Inc	9,907.02
3/7/2025	3/6/2025 National Registry Emt	25.00
3/7/2025	3/6/2025 Gerdau Ameristeel Minot	434.28
3/7/2025	3/6/2025 Acme Tools Minot	12.99
3/7/2025	3/6/2025 B2b Prime*rq0xx8oq3	9.99
3/10/2025	3/6/2025 Menards Minot Nd	27.98
3/10/2025	3/6/2025 Minot Daily News	234.96
3/10/2025	3/6/2025 Menards Minot Nd	553.38
3/10/2025	3/6/2025 Napa Parts 0027632	87.96
3/10/2025	3/6/2025 Menards Minot Nd	94.98
3/10/2025	3/6/2025 Menards Minot Nd	113.37
3/10/2025	3/6/2025 United	26.99
3/10/2025	3/6/2025 United	679.19
3/10/2025	3/6/2025 United	26.99
3/10/2025	3/6/2025 United	26.99
3/10/2025	3/6/2025 United	26.99
3/10/2025	3/6/2025 United	26.99
3/10/2025	3/6/2025 United	26.99
3/10/2025	3/6/2025 United	679.19
3/10/2025	3/6/2025 United	26.99
3/10/2025	3/6/2025 United	26.99
3/10/2025	3/6/2025 American Water Works Asso	(326.00)
3/10/2025	3/6/2025 Menards Minot Nd	56.35
3/10/2025	3/6/2025 Menards Minot Nd	109.83
3/10/2025	3/6/2025 Menards Minot Nd	150.40
3/10/2025	3/6/2025 Thomas Scientific Holdin	67.47
3/10/2025	3/6/2025 Menards Minot Nd	1.28
3/10/2025	3/7/2025 Bismarck Staybridge Suit	440.00
3/10/2025	3/7/2025 Acme Tools Minot	131.96

3/10/2025	3/7/2025 Exxon Forsyth #1200	29.31
3/10/2025	3/7/2025 Northern Hotel	828.16
3/10/2025	3/7/2025 Macs Minot, Nd	17.94
3/10/2025	3/7/2025 Cenex-Tri Energy Coopera	24.84
3/10/2025	3/7/2025 National Registry Emt	25.00
3/10/2025	3/7/2025 Llrm	150.00
3/10/2025	3/7/2025 Airports Council Intl	1,900.00
3/10/2025	3/7/2025 Delta Air	622.96
3/10/2025	3/7/2025 Amazon Mktp	159.96
3/10/2025	3/7/2025 Amazon Mktp	130.00
3/10/2025	3/7/2025 Macs Minot, Nd	4.29
3/10/2025	3/7/2025 National Registry Emt	25.00
3/10/2025	3/7/2025 Amazon Mark* 2r5te7kf3	188.04
3/10/2025	3/7/2025 Menards Minot Nd	30.93
3/10/2025	3/7/2025 Dfc Company Ccp	38.66
3/10/2025	3/7/2025 Overhead Door Company Of	56.93
3/10/2025	3/7/2025 Bound Tree Medical Llc	288.93
3/10/2025	3/7/2025 In *minot Optimist Club	500.00
3/10/2025	3/7/2025 Vacuum & Sewing Center Of	79.97
3/10/2025	3/7/2025 Apwa - Snow Registration	720.00
3/10/2025	3/7/2025 Delta	14.99
3/10/2025	3/7/2025 Delta Air	631.97
3/10/2025	3/7/2025 Delta	24.99
3/10/2025	3/7/2025 Delta	14.99
3/10/2025	3/7/2025 Arrowhead Ace	119.47
3/10/2025	3/7/2025 Usps Po 3762880701	507.40
3/10/2025	3/7/2025 Fedex286189657758	12.60
3/10/2025	3/7/2025 Amazon Mktp	119.99
3/10/2025	3/8/2025 Scheels Minot	204.00
3/10/2025	3/8/2025 Verizonwrlss	212.70
3/10/2025	3/8/2025 American Red Cross	110.00
3/10/2025	3/8/2025 American Red Cross	110.00
3/10/2025	3/8/2025 American Red Cross	77.00
3/10/2025	3/8/2025 American Red Cross	110.00
3/10/2025	3/8/2025 American Red Cross	88.00
3/10/2025	3/8/2025 American Red Cross	110.00
3/10/2025	3/8/2025 Sq *national Tactical Off	35.00
3/10/2025	3/8/2025 Amazon Mktp	46.77
3/10/2025	3/8/2025 Intl Code Council Inc	110.00
3/10/2025	3/8/2025 Amazon Mark* Xo8s86mg3	164.85
3/10/2025	3/8/2025 International Municipa	70.00
3/10/2025	3/8/2025 Galls	245.79
3/10/2025	3/8/2025 Amazon.Com*lz5pb8jv3	78.44
3/10/2025	3/9/2025 Amazon Reta* 2p8fh19g3	14.83

3/10/2025	3/9/2025 Ndhp-E Permit	250.00
3/11/2025	3/9/2025 Menards Minot Nd	35.07
3/11/2025	3/9/2025 Menards Minot Nd	37.58
3/11/2025	3/9/2025 Menards Minot Nd	42.04
3/11/2025	3/10/2025 Eb *2025 North Dakota	250.00
3/11/2025	3/10/2025 Sp Sta-Brite Insig	39.75
3/11/2025	3/10/2025 Border States Industries	35.15
3/11/2025	3/10/2025 Hlu*huluplus	92.98
3/11/2025	3/10/2025 In *dakota Fire Extinguis	418.00
3/11/2025	3/10/2025 In *dakota Fire Extinguis	967.40
3/11/2025	3/10/2025 Amazon Reta* Zi4i37343	600.75
3/11/2025	3/10/2025 Agaserviceco Mar Tt	26.77
3/11/2025	3/10/2025 Grainger	38.15
3/11/2025	3/10/2025 Grainger	39.20
3/11/2025	3/10/2025 Grainger	141.35
3/11/2025	3/10/2025 Grainger	170.53
3/11/2025	3/10/2025 Titanhq	435.38
3/11/2025	3/10/2025 Py *swanson & Warcup, Ltd	8,421.00
3/11/2025	3/10/2025 About Phase Academy	550.00
3/12/2025	3/10/2025 Menards Minot Nd	39.97
3/12/2025	3/10/2025 Courtyard By Marriott	411.85
3/12/2025	3/10/2025 Menards Minot Nd	75.99
3/12/2025	3/10/2025 Menards Minot Nd	327.16
3/12/2025	3/10/2025 Menards Minot Nd	20.42
3/12/2025	3/10/2025 Thomas Scientific Holdin	124.86
3/12/2025	3/10/2025 Butler Machinery Company	222.07
3/12/2025	3/10/2025 Rdo Equipment-Minot	155.00
3/12/2025	3/10/2025 Menards Minot Nd	240.16
3/12/2025	3/10/2025 Butler Machinery Company	191.86
3/12/2025	3/11/2025 Fastenal Company 01ndmin	15.12
3/12/2025	3/11/2025 Gemar Photography	100.00
3/12/2025	3/11/2025 Vestis Services Llc	267.50
3/12/2025	3/11/2025 Fastenal Company 01ndmin	67.95
3/12/2025	3/11/2025 Spi*directv Service	152.99
3/12/2025	3/11/2025 Fireside Office Solution	863.89
3/12/2025	3/11/2025 Macs Minot, Nd	22.99
3/12/2025	3/11/2025 Ndrin-Nd Land Records	30.00
3/12/2025	3/11/2025 limc	1,177.00
3/12/2025	3/11/2025 limc	235.00
3/12/2025	3/11/2025 Gerdau Ameristeel Minot	78.00
3/12/2025	3/11/2025 Delta Air	337.97
3/12/2025	3/11/2025 Viscog.Com	149.95
3/12/2025	3/11/2025 At&t Payment	439.97
3/12/2025	3/11/2025 At&t Payment	306.06

3/12/2025	3/11/2025 Hach Company	299.37
3/12/2025	3/11/2025 Amazon Mktpl	38.15
3/12/2025	3/12/2025 H.A. Thompson & Sons	500.00
3/12/2025	3/12/2025 H.A. Thompson & Sons	994.72
3/12/2025	3/12/2025 Amazon Mktpl	38.99
3/13/2025	3/11/2025 Napa Parts 0027632	83.08
3/13/2025	3/11/2025 Menards Minot Nd	12.96
3/13/2025	3/11/2025 Menards Minot Nd	114.47
3/13/2025	3/11/2025 Menards Minot Nd	45.24
3/13/2025	3/11/2025 Officemax/Depot 6513	199.99
3/13/2025	3/11/2025 Menards Minot Nd	5.29
3/13/2025	3/11/2025 Fedex286317241560	42.18
3/13/2025	3/11/2025 Butler Machinery Company	272.62
3/13/2025	3/11/2025 The Home Depot #3703	26.36
3/13/2025	3/11/2025 Menards Minot Nd	17.73
3/13/2025	3/12/2025 Macs Minot, Nd	5.94
3/13/2025	3/12/2025 Macs Minot, Nd	2.50
3/13/2025	3/12/2025 470 Auto Value - Minot	33.27
3/13/2025	3/12/2025 470 Auto Value - Minot	38.84
3/13/2025	3/12/2025 470 Auto Value - Minot	44.10
3/13/2025	3/12/2025 Vzwrlls*apocc Visb	40.01
3/13/2025	3/12/2025 Marketplace Foods	33.99
3/13/2025	3/12/2025 Batteries Plus #0639	35.90
3/13/2025	3/12/2025 Www.Apwa.Net	42.00
3/13/2025	3/12/2025 Border States Industries	63.52
3/13/2025	3/12/2025 Oreilly 1537	58.97
3/13/2025	3/12/2025 Amazon Mktpl	89.90
3/13/2025	3/12/2025 Summit Fire Protection	370.00
3/13/2025	3/12/2025 Amazon Mark* 2f1pt1wt3	533.48
3/13/2025	3/12/2025 Amazon Mktpl	10.99
3/13/2025	3/12/2025 Amazon Reta* A92fr8rj3	56.17
3/13/2025	3/12/2025 Amazon Mktpl	49.95
3/13/2025	3/12/2025 Adobe *adobe	29.99
3/13/2025	3/12/2025 Amazon Mktpl	50.62
3/13/2025	3/12/2025 Amazon.Com*0b2s11063	69.57
3/13/2025	3/12/2025 Verizonwrlss	40.01
3/13/2025	3/12/2025 Verizonwrlss	372.58
3/13/2025	3/12/2025 Delta Air	507.97
3/13/2025	3/12/2025 At&t Payment	1,048.83
3/13/2025	3/12/2025 Day One Journal	34.99
3/13/2025	3/12/2025 Lowes Printing	855.00
3/13/2025	3/12/2025 Column Public Notice	183.04
3/14/2025	3/11/2025 Menards Minot Nd	(0.72)
3/14/2025	3/12/2025 Marketplace Foods S	419.16

3/14/2025	3/12/2025 Menards Minot Nd	29.94
3/14/2025	3/12/2025 Menards Minot Nd	3.97
3/14/2025	3/12/2025 Rhi Supply Minot	108.56
3/14/2025	3/12/2025 Prairie Supply Inc	95.00
3/14/2025	3/12/2025 Menards Minot Nd	3.77
3/14/2025	3/12/2025 Menards Minot Nd	102.91
3/14/2025	3/12/2025 Eggers Electric Motor	868.38
3/14/2025	3/12/2025 Menards Minot Nd	29.96
3/14/2025	3/12/2025 Bound Tree Medical Llc	1,387.11
3/14/2025	3/12/2025 Cenex-Enerbase	51.75
3/14/2025	3/12/2025 Menards Minot Nd	17.96
3/14/2025	3/13/2025 Core & Main Nd002	368.00
3/14/2025	3/13/2025 Amazon Mktpl	229.41
3/14/2025	3/13/2025 North Country Sports	120.00
3/14/2025	3/13/2025 Misu-Store	60.00
3/14/2025	3/13/2025 Enerbase	29.40
3/14/2025	3/13/2025 Misu-Store	60.00
3/14/2025	3/13/2025 Niess Impressions	471.15
3/14/2025	3/13/2025 470 Auto Value - Minot	56.49
3/14/2025	3/13/2025 470 Auto Value - Minot	66.54
3/14/2025	3/13/2025 Macs Minot, Nd	34.90
3/14/2025	3/13/2025 Charlies Main Street Caf	47.78
3/14/2025	3/13/2025 Amazon Mark* 6q7wn5mo3	11.58
3/14/2025	3/13/2025 Amazon Mktpl	39.98
3/14/2025	3/13/2025 Amazon Mktpl	25.49
3/14/2025	3/13/2025 Amazon Mktpl	62.00
3/14/2025	3/13/2025 Sertoma Club Of Minot	125.00
3/14/2025	3/13/2025 North Country Sports	537.40
3/14/2025	3/13/2025 Verizonwrlss	29.48
3/14/2025	3/13/2025 Verizonwrlss	105.10
3/14/2025	3/13/2025 Pri Management Group	279.00
3/14/2025	3/13/2025 Amazon Mktpl	48.22
3/14/2025	3/13/2025 Tyler User Conference	1,199.00
3/14/2025	3/13/2025 Py *swanson & Warcup, Ltd	58.00
3/14/2025	3/13/2025 Py *swanson & Warcup, Ltd	116.00
3/14/2025	3/13/2025 Py *swanson & Warcup, Ltd	957.00
3/14/2025	3/13/2025 Py *swanson & Warcup, Ltd	138.00
3/14/2025	3/13/2025 Py *swanson & Warcup, Ltd	87.00
3/14/2025	3/13/2025 Tyler User Conference	1,199.00
3/14/2025	3/13/2025 Tyler User Conference	1,199.00
3/14/2025	3/14/2025 Amazon Reta* Cr6ez1j83	343.87
3/14/2025	3/14/2025 Dmi* Dell K-12/Govt	11.08
3/14/2025	3/14/2025 Ohnstad Twichell Pc	5,246.00
3/17/2025	3/13/2025 United	552.70

3/17/2025	3/13/2025 The Home Depot #3703	26.36
3/17/2025	3/13/2025 Napa Parts 0027632	8.98
3/17/2025	3/13/2025 Menards Minot Nd	32.90
3/17/2025	3/13/2025 Delta Air	712.96
3/17/2025	3/13/2025 Delta Air	712.96
3/17/2025	3/13/2025 Fedex286358385116	19.00
3/17/2025	3/13/2025 Paypal	175.00
3/17/2025	3/13/2025 Delta Air	577.96
3/17/2025	3/14/2025 Amazon Mktpl	35.98
3/17/2025	3/14/2025 Menards Minot Nd	19.38
3/17/2025	3/14/2025 Menards Minot Nd	12.84
3/17/2025	3/14/2025 Municipay(M3)*service Fe	1.70
3/17/2025	3/14/2025 Dmv Arrowhead Shopping C	64.00
3/17/2025	3/14/2025 Amazon Mktpl	764.34
3/17/2025	3/14/2025 Magic City Garage Door	529.50
3/17/2025	3/14/2025 Magic City Garage Door	1,143.00
3/17/2025	3/14/2025 Gemar Photography	200.00
3/17/2025	3/14/2025 Officemax/Depot 6513	146.98
3/17/2025	3/14/2025 Uber *trip	15.58
3/17/2025	3/14/2025 Uber *trip	77.92
3/17/2025	3/14/2025 The Public Safety Stor	500.20
3/17/2025	3/14/2025 Hilton Anaheim	684.87
3/17/2025	3/14/2025 Trimble*innovate2025	1,215.00
3/17/2025	3/14/2025 Eggers Electric Motor	141.48
3/17/2025	3/14/2025 Amazon Reta* Xw8xk6to3	81.32
3/17/2025	3/14/2025 Verizonwrlss	72.02
3/17/2025	3/14/2025 Grainger	45.00
3/17/2025	3/14/2025 Bound Tree Medical Llc	151.83
3/17/2025	3/14/2025 Amazon Mktpl	179.98
3/17/2025	3/14/2025 Delta Air	635.97
3/17/2025	3/14/2025 Delta Air	635.97
3/17/2025	3/14/2025 Trimble*innovate2025	1,215.00
3/17/2025	3/14/2025 Officemax/Depot 6513	35.97
3/17/2025	3/14/2025 Dakota Fluid Power, Inc.	750.68
3/17/2025	3/14/2025 William E Young Co	1,909.26
3/17/2025	3/14/2025 Fedex286358436420	49.71
3/17/2025	3/14/2025 Core & Main Nd002	967.63
3/17/2025	3/14/2025 The Home Depot #3703	30.80
3/17/2025	3/14/2025 Best Buy 00010637	542.92
3/17/2025	3/15/2025 Vzwrllss*apocc Visb	380.60
3/17/2025	3/15/2025 Amazon Mktpl	36.37
3/17/2025	3/15/2025 Amazon Mktpl	387.07
3/17/2025	3/15/2025 Amazon Mark* 568u63wy3	41.00
3/17/2025	3/15/2025 Amazon Mark* Ff12n0zx3	58.28

3/17/2025	3/15/2025 Issuu	252.00
3/17/2025	3/15/2025 Gih*globalindustrialeq	446.44
3/17/2025	3/15/2025 Amazon.Com*hk3kh7gb3	11.39
3/17/2025	3/15/2025 Arrowhead Ace	37.15
3/17/2025	3/15/2025 National Registry Emt	25.00
3/17/2025	3/15/2025 Vzwrlls*apocc Visb	440.44
3/17/2025	3/16/2025 Amazon Mktpl	134.36
3/17/2025	3/16/2025 Netflix	24.99
3/17/2025	3/16/2025 Day One Journal	34.99
3/18/2025	3/10/2025 Zoro Tools Inc	809.06
3/18/2025	3/15/2025 Alls Hands Fire Equipment	529.99
3/18/2025	3/16/2025 Kum&go 0816r Minot	29.18
3/18/2025	3/17/2025 Loves #0849 Outside	36.21
3/18/2025	3/17/2025 Usps Po 3762880701	9.68
3/18/2025	3/17/2025 Amazon Mark* Pr3gb60w3	29.96
3/18/2025	3/17/2025 Amazon Reta* Fu05n56v3	139.98
3/18/2025	3/17/2025 American Red Cross	88.00
3/18/2025	3/17/2025 Core & Main Nd002	367.45
3/18/2025	3/17/2025 The Webstaurant Store Inc	111.23
3/18/2025	3/17/2025 Paymentus Corporation	1.25
3/18/2025	3/17/2025 Nd Dept Of Envir Qual	50.00
3/18/2025	3/17/2025 Cvs/Pharmacy #08611	219.99
3/18/2025	3/17/2025 Paymentus Corporation	1.25
3/18/2025	3/17/2025 Nd Dept Of Envir Qual	50.00
3/18/2025	3/17/2025 Batteries Plus #0639	88.22
3/19/2025	3/17/2025 Menards Minot Nd	44.94
3/19/2025	3/17/2025 Butler Machinery Company	1,425.71
3/19/2025	3/17/2025 Officemax/Depot 6513	16.10
3/19/2025	3/18/2025 National Registry Emt	25.00
3/19/2025	3/18/2025 470 Auto Value - Minot	(32.04)
3/19/2025	3/18/2025 National Registry Emt	25.00
3/19/2025	3/18/2025 Ms* Thebismarckhotela	218.00
3/19/2025	3/18/2025 Glass Doctor	49.95
3/19/2025	3/18/2025 Sherwin-Williams703380	37.95
3/19/2025	3/18/2025 Sherwin-Williams703380	82.40
3/19/2025	3/18/2025 Fire Safety Usa Inc	554.00
3/19/2025	3/18/2025 Acme Tools Minot	99.98
3/19/2025	3/18/2025 Macs Minot, Nd	69.04
3/19/2025	3/18/2025 Amazon Reta* Md5a64c33	24.96
3/19/2025	3/18/2025 Amazon Mktpl	24.97
3/19/2025	3/18/2025 Ms* Thebismarckhotela	218.00
3/19/2025	3/18/2025 Column Public Notice	295.62
3/19/2025	3/18/2025 National Registry Emt	25.00
3/19/2025	3/18/2025 Sq *hometown Radio Group	125.00

3/19/2025	3/19/2025 Teex Ecommerce	15,800.00
3/20/2025	3/18/2025 North Country Sports	144.00
3/20/2025	3/18/2025 Menards Minot Nd	82.87
3/20/2025	3/18/2025 Officemax/Depot 6513	139.99
3/20/2025	3/18/2025 Fire Safety Usa Inc	236.75
3/20/2025	3/18/2025 Officemax/Depot 6513	83.06
3/20/2025	3/18/2025 Menards Minot Nd	95.42
3/20/2025	3/19/2025 Adb Safegate Americas	936.09
3/20/2025	3/19/2025 Arrowhead Ace	17.98
3/20/2025	3/19/2025 Amazon Mark* Cp7s027u3	104.22
3/20/2025	3/19/2025 Dacotah Paper Co	119.72
3/20/2025	3/19/2025 Amazon Mktpl	94.99
3/20/2025	3/19/2025 Amazon Mark* Gb0vq1sj3	34.00
3/20/2025	3/19/2025 Amazon Mark* Gs3sg9he3	1,116.06
3/20/2025	3/19/2025 Amazon Mktpl	100.13
3/20/2025	3/19/2025 Harbor Freight Tools3246	215.46
3/20/2025	3/19/2025 American Red Cross	11.00
3/20/2025	3/19/2025 Country Inn & Suites -	330.00
3/20/2025	3/19/2025 Amazon Mktpl	31.94
3/20/2025	3/19/2025 National Registry Emt	25.00
3/20/2025	3/19/2025 Amazon.Com*ry8o32gt3	35.98
3/20/2025	3/19/2025 Scheels Minot	40.83
3/20/2025	3/19/2025 National Registry Emt	25.00
3/20/2025	3/19/2025 At&t Payment	229.80
3/21/2025	3/14/2025 Wilbur Ellis Minot	836.00
3/21/2025	3/19/2025 Carquest Auto	43.96
3/21/2025	3/19/2025 Menards Minot Nd	49.98
3/21/2025	3/19/2025 Grand Forks Fire Equip	231.33
3/21/2025	3/19/2025 Delta Hotels By Marrio	373.50
3/21/2025	3/19/2025 Cenex- Superpumper Inc	36.92
3/21/2025	3/19/2025 Menards Minot Nd	10.28
3/21/2025	3/19/2025 Fedex286608196730	12.60
3/21/2025	3/19/2025 Prairie Supply Inc	230.00
3/21/2025	3/19/2025 Caseys #3366	40.88
3/21/2025	3/19/2025 Delta Hotels By Marrio	373.50
3/21/2025	3/19/2025 Delta Hotels By Marrio	373.50
3/21/2025	3/19/2025 The Home Depot #3703	33.48
3/21/2025	3/19/2025 Delta Hotels By Marrio	373.50
3/21/2025	3/20/2025 Eb *2025 Nddeq Spring	30.00
3/21/2025	3/20/2025 Tst* Famous Daves - 3080	33.04
3/21/2025	3/20/2025 Cenex-Farmers Union Oil	10.00
3/21/2025	3/20/2025 Exxon Sunrise	39.37
3/21/2025	3/20/2025 Amazon Mktplace Pmts	(33.59)
3/21/2025	3/20/2025 Amazon Mktplace Pmts	(100.77)

3/21/2025	3/20/2025 Ms* Thebismarckhotela	0.54
3/21/2025	3/20/2025 Sp Cleanequipmentdir	112.84
3/21/2025	3/20/2025 North Country Sports	263.76
3/21/2025	3/20/2025 Oreilly 1537	46.98
3/21/2025	3/20/2025 3m	600.02
3/21/2025	3/20/2025 Asfpm	690.00
3/21/2025	3/20/2025 Cenex-Dusterhoft Oil Inc	34.66
3/21/2025	3/21/2025 Amazon Mark* T92ur80c3	645.23
3/24/2025	3/20/2025 Delta Hotels By Marrio	560.25
3/24/2025	3/20/2025 The Home Depot #3703	55.90
3/24/2025	3/20/2025 Hirshfields - 40 - Minot	145.95
3/24/2025	3/20/2025 Rhi Supply Minot	103.95
3/24/2025	3/20/2025 Officemax/Depot 6513	124.02
3/24/2025	3/20/2025 The Hr Specialist	226.83
3/24/2025	3/20/2025 Menards Minot Nd	18.68
3/24/2025	3/20/2025 Rhi Supply Minot	212.30
3/24/2025	3/21/2025 Acme Tools Minot	53.96
3/24/2025	3/21/2025 Oreilly 1537	140.94
3/24/2025	3/21/2025 Glass Doctor	449.92
3/24/2025	3/21/2025 Radisson Hotel Bismarc	225.00
3/24/2025	3/21/2025 Comfort Inns	495.00
3/24/2025	3/21/2025 Sp Buyrite Electric	1,126.44
3/24/2025	3/21/2025 The Home Depot #3703	149.00
3/24/2025	3/21/2025 Day One Journal	34.99
3/24/2025	3/21/2025 Amazon Mktp	242.31
3/24/2025	3/21/2025 Baymont Inn And Suites	535.90
3/24/2025	3/21/2025 Day One Journal	34.99
3/24/2025	3/21/2025 Renaissance Hotels Nas	679.82
3/24/2025	3/21/2025 Baymont Inn And Suites	226.54
3/24/2025	3/21/2025 Cenex-Convenience Store	35.00
3/24/2025	3/21/2025 Cenex-Enerbase	40.05
3/24/2025	3/21/2025 Radisson Hotel Bismarc	225.00
3/24/2025	3/21/2025 Dive Right In Scuba Inc	776.79
3/24/2025	3/21/2025 Harbor Freight Tools3246	18.97
3/24/2025	3/21/2025 Core & Main Nd002	1,013.33
3/24/2025	3/21/2025 Staples Inc	159.58
3/24/2025	3/21/2025 Day One Journal	34.99
3/24/2025	3/22/2025 Amazon Mktp	20.85
3/24/2025	3/22/2025 Amazon Reta* 0092a8mj3	14.99
3/24/2025	3/22/2025 Sq *national Tactical Off	450.00
3/24/2025	3/22/2025 Nd Wsi	16,465.39
3/24/2025	3/22/2025 Amazon.Com*ko7232pm3	9.95
3/24/2025	3/22/2025 Fedex286697223419	12.60
3/24/2025	3/23/2025 Amazon Reta* Hh1bb5ki3	21.15

3/24/2025	3/23/2025 Amazon Reta* Lg2hl97e3	12.99
3/24/2025	3/23/2025 Chewy.Com	86.80
3/25/2025	3/21/2025 Quality Inns	186.14
3/25/2025	3/23/2025 Cenex-Enerbase	34.65
3/25/2025	3/23/2025 Kum&go 0816r Minot	55.00
3/25/2025	3/24/2025 Patc Training	350.00
3/25/2025	3/24/2025 Macs Minot, Nd	26.14
3/25/2025	3/24/2025 Transportation Security C	1,000.00
3/25/2025	3/24/2025 Google *youtube Tv	82.99
3/25/2025	3/24/2025 Scheels Fargo	106.43
3/25/2025	3/24/2025 Holiday Stations 0431	20.00
3/25/2025	3/24/2025 Amazon Mktpl	22.34
3/25/2025	3/24/2025 The Ups Store 1423	16.44
3/25/2025	3/24/2025 Overdrive Dist	61.95
3/25/2025	3/24/2025 Overdrive Dist	326.16
3/25/2025	3/24/2025 Smk	468.00
3/25/2025	3/24/2025 B&h Photo 800-606-6969	7,566.68
3/25/2025	3/24/2025 B&h Photo 800-606-6969	853.31
3/25/2025	3/24/2025 Fireside Office Solution	4,273.87
3/25/2025	3/24/2025 Arrowhead Ace	0.99
3/25/2025	3/24/2025 Minnesota Valley Testing	46.00
3/25/2025	3/24/2025 Lowes Printing	1,272.80
3/25/2025	3/24/2025 Sq *national Tactical Off	779.00
3/25/2025	3/24/2025 Allianz Travel Ins	108.93
3/25/2025	3/24/2025 Delta Air	537.97
3/25/2025	3/24/2025 Sq *national Tactical Off	779.00
3/25/2025	3/24/2025 Sq *national Tactical Off	779.00
3/25/2025	3/24/2025 Delta Air	537.97
3/25/2025	3/24/2025 Delta Air	537.97
3/25/2025	3/24/2025 At&t Payment	2,154.90
3/25/2025	3/24/2025 Ms* Thebismarckhotela	121.54
3/25/2025	3/24/2025 Lowes Printing	310.35
3/25/2025	3/24/2025 Usabluebook	(547.27)
3/25/2025	3/24/2025 Sherwin-Williams703380	47.75
3/25/2025	3/24/2025 Best Buy 00010637	16.99
3/25/2025	3/25/2025 Barnes&noble Papersource	109.64
3/26/2025	3/24/2025 Carquest Auto	7.63
3/26/2025	3/24/2025 Cenex-Farmers Union Oil	16.75
3/26/2025	3/24/2025 Simonson Gas	44.10
3/26/2025	3/24/2025 Menards Minot Nd	45.76
3/26/2025	3/24/2025 Menards Minot Nd	19.33
3/26/2025	3/24/2025 Menards Minot Nd	19.92
3/26/2025	3/25/2025 Ramada Inns	93.00
3/26/2025	3/25/2025 470 Auto Value - Minot	(32.04)

3/26/2025	3/25/2025 Acme Tools Minot	60.63
3/26/2025	3/25/2025 Att	345.15
3/26/2025	3/25/2025 Iacp	823.00
3/26/2025	3/25/2025 Fastenal Company 01ndmin	77.09
3/26/2025	3/25/2025 Target.Com	(8.25)
3/26/2025	3/25/2025 Amazon Mktpl	237.54
3/26/2025	3/25/2025 Amazon Mktpl	145.11
3/26/2025	3/25/2025 Amazon Mktpl	234.90
3/26/2025	3/25/2025 Att	45.96
3/26/2025	3/25/2025 Holiday Stations 0383	37.11
3/26/2025	3/25/2025 Att	768.16
3/26/2025	3/25/2025 Amazon Mktpl	10.48
3/26/2025	3/25/2025 Amazon Mktpl	28.61
3/26/2025	3/25/2025 At&t Payment	107.90
3/26/2025	3/25/2025 Amazon Mktpl	440.60
3/26/2025	3/25/2025 Lowes Printing	147.20
3/26/2025	3/25/2025 Ramada Inns	99.00
3/26/2025	3/25/2025 Www Costco Com	135.92
3/26/2025	3/25/2025 Att	45.96
3/26/2025	3/25/2025 Fastenal Company 01ndmin	73.71
3/26/2025	3/25/2025 Amazon Mktpl	73.70
3/26/2025	3/26/2025 Amazon Reta* Ub3m35eq3	118.58
3/26/2025	3/26/2025 Amazon Reta* Y21op1ib3	103.97
3/27/2025	3/25/2025 Bismarck North Fairfie	109.40
3/27/2025	3/25/2025 Bismarck Staybridge Suit	110.00
3/27/2025	3/25/2025 Menards Minot Nd	203.97
3/27/2025	3/25/2025 The Computer Store	79.99
3/27/2025	3/25/2025 Bismarck North Fairfie	99.00
3/27/2025	3/25/2025 Menards Minot Nd	86.63
3/27/2025	3/25/2025 Menards Minot Nd	22.97
3/27/2025	3/25/2025 Carquest Auto	879.20
3/27/2025	3/25/2025 Main Street Books	41.56
3/27/2025	3/25/2025 M J S Sinclair	45.10
3/27/2025	3/25/2025 Kum&go 4127r Sloan	43.70
3/27/2025	3/25/2025 Menards Minot Nd	19.92
3/27/2025	3/26/2025 Tractor-Supply-Co #0130	10.98
3/27/2025	3/26/2025 Tractor-Supply-Co #0130	16.99
3/27/2025	3/26/2025 Enerbase	36.96
3/27/2025	3/26/2025 Amazon Mktpl	90.82
3/27/2025	3/26/2025 Marathon Petro229757	38.25
3/27/2025	3/26/2025 Amazon Mark* 2h2m772o3	23.85
3/27/2025	3/26/2025 Target 00000851	129.00
3/27/2025	3/26/2025 Omni Explosives	325.00
3/27/2025	3/26/2025 Omni Explosives	2,495.00

3/27/2025	3/26/2025 Oday Equipment Llc	211.50
3/27/2025	3/26/2025 Holiday Stations 3810	82.52
3/27/2025	3/26/2025 Cenex-Farmers Union Oil	57.08
3/27/2025	3/26/2025 Border States Industries	503.29
3/27/2025	3/26/2025 Border States Industries	16.50
3/27/2025	3/26/2025 Border States Industries	728.71
3/27/2025	3/26/2025 General Trading Company	57.31
3/27/2025	3/26/2025 Amazon Mark* Jk3jo60p3	633.19
3/27/2025	3/26/2025 Dfc Company Ccp	(2.70)
3/27/2025	3/26/2025 Att	51.01
3/27/2025	3/26/2025 Macs Minot, Nd	5.39
3/27/2025	3/26/2025 Amazon Mktpl	166.95
3/27/2025	3/26/2025 Amazon Mktpl	117.25
3/27/2025	3/26/2025 Batteries Plus #0639	104.35
3/27/2025	3/26/2025 Hach Company	30.10
3/27/2025	3/26/2025 Att	193.94
3/27/2025	3/26/2025 Htl*sheratonmusicc	1,792.75
3/27/2025	3/26/2025 Htl*sheratonmusicc	1,792.75
3/27/2025	3/26/2025 Sams Club #8172	64.00
3/27/2025	3/26/2025 Att	2,059.80
3/27/2025	3/26/2025 Tfs*fishersci Ecom Hus	115.36
3/27/2025	3/26/2025 Exxon Doublebees 141	32.63
3/27/2025	3/26/2025 Hach Company	452.20
3/27/2025	3/26/2025 Att	137.88
3/27/2025	3/26/2025 Amazon Mktpl	54.90
3/27/2025	3/26/2025 Cenex-Dusterhoft Oil Inc	31.30
3/27/2025	3/26/2025 Innovative Office Solutio	600.00
3/27/2025	3/26/2025 Symbolarts Llc	854.50
3/27/2025	3/27/2025 Llrmi	150.00
3/27/2025	3/27/2025 Llrmi	175.00
3/28/2025	3/26/2025 Carquest Auto	78.24
3/28/2025	3/26/2025 Carquest Auto	2.43
3/28/2025	3/26/2025 Cenex-Express Mart	221.78
3/28/2025	3/26/2025 Cdl School Online	(89.00)
3/28/2025	3/26/2025 Menards Minot Nd	144.28
3/28/2025	3/26/2025 The Home Depot #3703	129.83
3/28/2025	3/26/2025 Fairfield Inn & Suites	159.65
3/28/2025	3/26/2025 Caseys #1187	43.85
3/28/2025	3/26/2025 Fairfield Inn & Suites	159.65
3/28/2025	3/26/2025 Officemax/Depot 6513	65.49
3/28/2025	3/27/2025 The Ups Store 1423	17.22
3/28/2025	3/27/2025 Macs Minot, Nd	4.59
3/28/2025	3/27/2025 Column Public Notice	70.98
3/28/2025	3/27/2025 Intl Code Council Inc	100.00

3/28/2025	3/27/2025 Arrowhead Ace	5.74
3/28/2025	3/27/2025 Runnings Of Minot	29.98
3/28/2025	3/27/2025 Amazon Mktpl	797.69
3/28/2025	3/27/2025 Amazon Reta* 0v3d03ai3	15.99
3/28/2025	3/27/2025 Netflix, Inc.	24.99
3/28/2025	3/27/2025 Hlu*huluplus	2.99
3/28/2025	3/27/2025 Hlu*huluplus	2.99
3/28/2025	3/27/2025 Amazon Mark* Ul7sd8jr3	153.81
3/28/2025	3/27/2025 Amazon Reta* 6a9am2v83	77.99
3/28/2025	3/27/2025 Amazon Mktpl	106.98
3/28/2025	3/27/2025 Acme Tools Minot	97.97
3/28/2025	3/27/2025 Tfs*fishersci Ecom Hus	73.22
3/28/2025	3/27/2025 Gulf Oil 92067510	41.41
3/28/2025	3/27/2025 Pilot_00329	52.18
3/28/2025	3/27/2025 Amazon Mktpl	28.89
3/28/2025	3/27/2025 Amazon Mktpl	33.96
3/28/2025	3/27/2025 Canon Direct	1,543.13
3/28/2025	3/28/2025 Amazon Reta* Z80z489u3	17.99
3/31/2025	3/27/2025 Carquest Auto	61.70
3/31/2025	3/27/2025 Menards Minot Nd	15.99
3/31/2025	3/27/2025 Carquest Auto	40.80
3/31/2025	3/27/2025 Menards Minot Nd	123.50
3/31/2025	3/27/2025 Barnes&noble Papersource	(7.65)
3/31/2025	3/27/2025 All Safe Industries	897.22
3/31/2025	3/27/2025 Menards Minot Nd	19.95
3/31/2025	3/27/2025 Menards Minot Nd	38.93
3/31/2025	3/27/2025 Sheraton Memphis Downt	197.72
3/31/2025	3/27/2025 Sheraton Memphis Downt	161.00
3/31/2025	3/28/2025 Amazon.Com*j939n38s3	315.18
3/31/2025	3/28/2025 Amazon Mktpl	81.98
3/31/2025	3/28/2025 Minot Area Chamber	17.00
3/31/2025	3/28/2025 Acme Tools Minot	13.09
3/31/2025	3/28/2025 Exxon Jamestown I-94	36.65
3/31/2025	3/28/2025 Holiday Inn Express	627.55
3/31/2025	3/28/2025 United	40.00
3/31/2025	3/28/2025 Spi*directv Service	164.98
3/31/2025	3/28/2025 Fire Safety Usa Inc	433.36
3/31/2025	3/28/2025 Holiday Inn Express	550.00
3/31/2025	3/28/2025 Holiday Inn Express	550.00
3/31/2025	3/28/2025 Cenex- Superpumper Inc	17.53
3/31/2025	3/28/2025 Harbor Freight Tools3246	23.98
3/31/2025	3/28/2025 Crunchyroll	11.99
3/31/2025	3/28/2025 United	278.70
3/31/2025	3/28/2025 Delta Air	318.98

3/31/2025	3/28/2025 Delta Air	572.97
3/31/2025	3/28/2025 Amazon Mktpl	57.59
3/31/2025	3/28/2025 Menards Minot Nd	23.96
3/31/2025	3/28/2025 Eb *2025 Nddeq Spring	30.00
3/31/2025	3/28/2025 Column Public Notice	597.48
3/31/2025	3/28/2025 Marathon Petro225391	57.00
3/31/2025	3/28/2025 Caseys #3364	31.55
3/31/2025	3/28/2025 Cenex-Coffee Cup Fuel St	43.85
3/31/2025	3/28/2025 Grainger	668.40
3/31/2025	3/28/2025 Nd Dept Of Envir Qual	(50.00)
3/31/2025	3/28/2025 Amazon Mktpl	41.78
3/31/2025	3/28/2025 Paymentus Corporation	(1.25)
3/31/2025	3/28/2025 Fedex286956280928	12.60
3/31/2025	3/28/2025 Holiday Inn Express	607.75
3/31/2025	3/28/2025 Holiday Inn Express	(57.75)
3/31/2025	3/28/2025 Vistaprint Corporate Solu	421.98
3/31/2025	3/28/2025 Wal-Mart #1636	238.00
3/31/2025	3/29/2025 Kryterion Webassessor	75.00
3/31/2025	3/29/2025 Icma Online	50.00
3/31/2025	3/29/2025 Crunchyroll	11.99
3/31/2025	3/29/2025 Hyatt Place Phoenix Mesa	1,831.76
3/31/2025	3/29/2025 Alamo Rent-A-Car	192.35
3/31/2025	3/29/2025 Amazon Mktpl	57.59
3/31/2025	3/29/2025 Amazon Mktpl	326.47
3/31/2025	3/29/2025 Amazon Mktpl	76.49
3/31/2025	3/30/2025 Hotelbooking	17.99
3/31/2025	3/30/2025	1.08
3/31/2025	3/30/2025 Sync	108.00
3/31/2025	3/31/2025 Uber *trip	43.64
3/31/2025	3/31/2025 Sp Blue To Gold Stor	203.95

289,488.93



TO: Mayor Ross
Members of the City Council

FROM: Dale Plessas, Police Captain

DATE: April 7, 2025

**SUBJECT: THOMPSON REUTERS ORDER AGREEMENT FOR CLEAR PROFELX
ONLINE INVESTIGATION SOFTWARE**

I. RECOMMENDED ACTION

**It is recommended City Council approve the order agreement for
Thomsom Reuters CLEAR Proflex and authorize the Mayor to sign the
agreement.**

II. DEPARTMENT CONTACT PERSONS

Dale Plessas, Police Captain, 701-857-9800

III. DESCRIPTION

A. Background

The Minot Police Department conducts investigations with the assistance of online intelligence software. The police department's dependence on this online software has been steadily increasing over the past decade. The department is currently utilizing TransUnion TLOep. After comparing TLOep and CLEAR, the department is budgeted for and recommended CLEAR in the 2025 budget.

B. Proposed Project

The Minot Police Department currently permits access to our intelligence software to detectives and Master Officers and above. By utilizing CLEAR, the department intends to permit access to all sworn officers in the department.

C. Recommendation Detail

A group of police department TLOep users were selected to compare TLOep to CLEAR. CLEAR provided a test period where users could utilize both products and compare results found from each. The feedback from those selected was unanimous in favor of changing to CLEAR. TLOep's billing is based, in part, on individual usage. CLEAR provides unlimited law enforcement usage of up to 100 users.

IV. IMPACT

A. Aspirations

Safe and Welcoming
Resilient and Prepared

B. Service/Delivery Impact:sa

This implementation of this system will improve current investigations as well as provide investigative tools for more officers within the department.

C. Fiscal Impact

This system was included in the 2025 budget under books and subscriptions.

Project Costs

\$6000.00 per year

Project Funding

100-210-00-46400 - \$6000.00 Books and Subscriptions

VI. ALTERNATIVES

Alt 1. Council could decline to move to CLEAR and continue using TLOep for online investigations.



Order Form

Order ID:Q-09255891

Contact your representative n.olson@thomsonreuters.com with any questions. Thank you.

Subscriber Information

Sold To Account Address

Account #: 1005971032
City of Minot
Police
10 3rd AVE Southwest
Minot ND 58701 US

“Customer”

Shipping Address

Account #: 1005971032
City of Minot
Police
10 3rd AVE Southwest
Minot ND 58701 US

Billing Address

Account #: 1005971032
City of Minot
Police
10 3rd AVE Southwest
Minot, ND 58701 US

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ProFlex Products See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
41308780	CLEAR Proflex	\$500.00	36

Bridge Products

Material #	Product	Quantity	Unit	Bridge Monthly Charges	Bridge Term (Months)
41308780	CLEAR Proflex	1	Each	\$0.00	1

Bridge Terms

Bridge Monthly Charges begin on the date we process your order and will be prorated for the number of days remaining in the calendar month, if any. The Bridge Monthly charges will continue for the number of complete calendar months listed in the Bridge Term column above. At the end of the Bridge Term, your Monthly Charges and the Minimum Term will be as described in the Product grid above. All other terms and conditions of the Order Form remain unchanged.

Minimum Terms

Your subscription is effective upon the date we process your order (“Effective Date”) and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above plus any Bridge Term that may be outlined above counting from the first day of the month following the Effective Date. Your Monthly Charges during the

first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

Your subscription will automatically renew at the end of the Minimum Term. Each Automatic Renewal Term will be 12 months in length ("Automatic Renewal Term"), and we will notify you of any change in the Monthly Charges at least 60 days before each Automatic Renewal Term starts. You are also responsible for all Excluded Charges.

Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law. Either of us may cancel the Automatic Renewal Term by sending notice in writing at least 30 days before an Automatic Renewal Term begins. Send your notice of cancellation to Customer Service, 610 Opperman Drive., P.O. Box 64833, Eagan, MN 55123-1803.

Miscellaneous

The Federal Product Specific Terms can be found here: <http://tr.com/federal-product-specific-terms>

Applicable Law. If you are a state or local governmental entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a non-governmental entity, this Order Form shall be interpreted under Minnesota state law and any claim by one of us shall exclusively be brought in the state or federal courts in Minnesota. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Credit Verification. If you are applying for credit as an individual, we may request a consumer credit report to determine your creditworthiness. If we obtain a consumer credit report, you may request the name, address and telephone number of the agency that supplied the credit report. If you are applying for credit on behalf of a business, we may request a current business financial statement from you to consider your request.

Cancellation Notification Address. Send your notice of cancellation to Customer Service, 610 Opperman Drive, P.O. Box 64833, Eagan MN 55123-1803

Confidentiality of Ordering Document. You understand that disclosure of the terms contained in this ordering document would cause competitive harm to us, and you agree not to disclose these terms to any third person.

Regulated Data. Due to the regulated or private nature of some data in our information products such as credit header data, motor vehicle data, driver license data and voter registration data, you may need to complete a credentialing process which will include certifying what your legally permissible use of the data will be. You agree to immediately notify us if any of the information you provided in your ordering document or during the credentialing process changes. You agree to and warrant that you are the end user of this data and that you will only use it for your own internal business purposes. You also warrant that you will strictly limit the access, use and distribution of this data to user permitted under applicable laws, rules and regulations and as permitted by the third party additional terms. You will keep the data confidential. You will use industry standard administrative, physical and technical safeguards to protect the data. You will not disclose it to anyone except as necessary to carry out your permissible use. You will immediately report any misuse, abuse or compromise of the data. You agree to cooperate with any resulting inquiry. If we reasonably believe that the data has been misused, abused or compromised, we may block access without additional notice. You are responsible for all damages caused by misuse, abuse or compromise of the data by you, your employees and any person or entity with whom you shared the data. We will be responsible for damages caused by us. We are not a consumer reporting agency. You may use information product data to support your own processes and decisions but you may not deny any service or access to a service to a consumer based solely upon the information product data. Examples of types of service include eligibility for credit or insurance, employment decisions and any other purpose described in the Fair Credit Reporting Act (15 U.S.C.A. 1681b). If the Financial Industry Regulatory Authority regulations apply to you, you may use our information products to verify the accuracy and completeness of information submitted to you by each applicant for registration on Form U4 or Form U5 in compliance with the requirements of FINRA Rule 3110. You may use the information products in this manner only in furtherance of written policies and procedures that are designed to achieve your compliance with FINRA Rule 3110 or as otherwise allowed by the General Terms and Conditions.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located <http://static.legalsolutions.thomsonreuters.com/static/agreement/schedule-a-clear.pdf> and Excluded Charges change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 10 of the General Terms and Conditions.

CLEAR Fixed Rate Usage : If the transactional value of your CLEAR fixed rate usage exceeds your then-current Monthly Charges by more than 10 times in any month (or by 20 times in any month for Enterprise Law Enforcement subscribers), we may limit access to live gateways and request that the parties enter into good faith renegotiation or terminate upon 10 days written notice. Transactional value of your CLEAR usage is calculated based upon our then-current Schedule A rate. Schedule A rates may change upon at least 30 days written or online notice.

Batch Usage : If you have a fixed rate batch and/or batch alerts subscription and the total of your batch inputs or batch alerts exceeds your annual fixed rate batch or total batch alerts allotment, we may: 1) request the parties enter into good faith negotiations regarding a superseding agreement, 2) terminate your subscription upon 10 days written notice or 3) limit your access to your fixed rate batch subscription for the remainder of the then-

current 12 month period, during which time you will continue to be billed your Monthly Charges. If your access to your fixed rate batch subscription has been limited, your access will be reinstated on the first day of the following 12 month period.

If the trial includes Batch Services, you may submit up to 1,000 input lines at no cost. We reserve the right to invoice you for input lines in excess of 1,000. You will pay our then current Schedule A rate. Schedule A rates are located at <http://legalsolutions.com/schedule-a-clear>.

Existing Vigilant Subscribers: We may terminate your License Plate Recognition (LPR) subscription if you are an existing Vigilant LEARN subscriber whose LPR pricing is based upon your existing Vigilant LEARN agreement, and you cancel your Vigilant LEARN agreement.

Enterprise Law Enforcement Subscribers: You certify that you have up to the number of Sworn Officers in your employ at this location identified in the QTY Column above. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable.

CLEAR Subscribers via an Alliance Partner. In limited circumstances we may allow you to access CLEAR through a third party's ("Service Provider") software or service (together with CLEAR, the "Integrated System"). In the event that you enter into a license agreement to access an Integrated System, you agree as follows:

We have no obligation to Service Provider with regard to the functionality or non-functionality of CLEAR during or after the integration. Service Provider will have access to CLEAR on your behalf and you will ensure Service Provider's compliance with the terms and conditions of the Thomson Reuters General Terms and Conditions located in the General Terms and Conditions paragraph above. Except as otherwise provided in your agreement with us, Data may not (i) be distributed or transferred in whole or in part via the Integrated System or otherwise to any third party, (ii) be stored in bulk or in a searchable database, and (iii) not be used in any way to replace or to substitute for CLEAR or as a component of any material offered for sale, license or distribution to third parties. No party will use any means to discern the source code of our products and product data. You are responsible for Service Provider's access to CLEAR on your behalf. You are responsible for all damages caused by misuse, abuse or compromise of the data by Service Provider, you, your employees and any person or entity with which you shared the data. We will be responsible for damages caused by us.

. For Law Enforcement Agencies and Correctional Facilities Only – No Inmate Westlaw or CLEAR Access (direct or indirect)

I certify, on behalf of Subscriber, that I understand and accept the security limits of Westlaw or CLEAR ; Subscriber's responsibility for controlling Westlaw, CLEAR, internet and network access; and, how Subscriber will be using Westlaw or CLEAR. I acknowledge Subscriber's responsibility for providing West with prompt written notice if Subscriber's type of use changes.

Only non-inmates/administrative staff will access Westlaw or CLEAR with no direct Westlaw research results provided to inmates (including work product created as part of inmates' legal representation). In no event shall anyone other than Subscriber's approved employees be provided access to or control of any terminal with access to Westlaw or Westlaw Data.

Functionality of Westlaw or CLEAR cannot and does not limit access to non-West internet sites. It is Subscriber's responsibility to control access to the internet.

Subscriber will provide its own firewall, proxy servers or other security technologies as well as desktop security to limit access to the Westlaw or CLEAR URL and West software (including CD-ROM orders). Subscriber will design, configure and implement its own security configuration.

Subscriber will not use any data nor distribute any data to a third party for use, in a manner contrary to or in violation of any applicable federal, state, or local law, rule or regulation or in any manner inconsistent with the General Terms and Conditions.

Subscriber will maintain the most current version of the West software to access CD-ROM Products for security purposes.

Amended Terms and Conditions

Government Non-Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Signature for Order ID: Q-09255891



ACKNOWLEDGEMENT Q-09255891

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of the Subscriber.

Signature of Authorized Representative for order

Title



Printed Name

Date

This Order Form will expire and will not be accepted after 4/11/2025 CT.

 Thomson Reuters™	Attachment	Order ID:Q-09255891
	Contact your representative n.olson@thomsonreuters.com with any questions. Thank you.	

Order ID: Q-09255891

Payment, Shipping and Contact Information	
Payment Method: Payment Method: Bill to Account Account Number: 1005971032 This order is made pursuant to: North Dakota MSA 215 (NDMS)	Order Confirmation Contact (#28) Contact Name:Plessas, Dale Email:dale.plessas@minotnd.gov

ProFlex Multiple Location Details			
Account Number	Account Name	Account Address	Action
1005971032	City of Minot	10 3rd AVE Southwest Minot ND 58701 US	New

ProFlex Product Details			
Quantity	Unit	Service Material #	Description
1	Each	41308780	CLEAR Proflex
100	Seats	41882302	CLEAR for Law Enforcement Plus

Account Contacts		
Contact Name	Email Address	Customer Type Description

Charges During Minimum Term										
Material #	Product Name	Monthly Year 1 Charges	% incr Yr 1-2*	Monthly Year 2 Charges	% incr Yr 2-3*	Monthly Year 3 Charges	% incr Yr 3 4*	Monthly Year 4 Charges	% incr Yr 4-5*	Monthly Year 5 Charges
41308780	CLEAR Proflex	\$500.00	5.00	\$525.00	5.00	\$551.25	N/A	\$N/A	N/A	\$N/A

Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing

Risk & Fraud Solutions

Customer Account Verification

Effective August 2024

Thank you for your interest in Thomson Reuters Risk and Fraud Solutions which include CLEAR, Westlaw PeopleMap, and Westlaw Public Records. Customers seeking access to regulated content within our Risk and Fraud Solutions are required to successfully complete our verification process and, unless excepted, undergo a physical onsite inspection. All customers must be verified prior to receiving access and subsequently submit to reverification every two years.

Respecting information privacy and security is an integral part of Thomson Reuters culture and values. It is through our verification process that we validate prospective customers are legitimate business entities and have a permissible use under applicable regulations as permitted by Thomson Reuters policy. Information obtained during our verification process is used for purposes of validation and facilitation of our compliance program.

To process your order, you must complete the Digital Verification Process. **Failure to complete and submit the verification form will result in your order not being processed.**

Begin the Verification Process here:

[Thomson Reuters Government Verification](#)

The information provided during your digital verification process will be reviewed by our internal verification team. Unless excepted, an onsite inspection will be conducted by one of our authorized onsite inspection companies. To coordinate the onsite inspection, one of these entities will call and or e-mail you directly to arrange a convenient day and time for the visit.

All information gathered during the verification process - during both the internal review and during the onsite inspection - is deemed confidential. Completing your onsite inspection is key in completing your account verification. **Failure to complete the onsite inspection will result in your order not being processed.**

For any questions about this request or your account, please contact your Thomson Reuters Sales Representative.

Sincerely,

Thomson Reuters Verification Team
Thomson Reuters

Addendum to Account Validation and Certification Form – Unmasked Data Request

Subscriber Information	
Account Number (mandatory):	1005971032
Full Legal Name/Entity:	City of Minot
West/Thomson Reuters seeks to balance overall individual privacy needs and concerns with the legitimate business information needs of specific entities as allowed by U.S. Gramm Leach Bliley Act (15 U.S.C. § 6821 et seq.) (U.S. GLB), U.S. Drivers Privacy Protection Act (18 U.S.C. § 2721 et seq.) (U.S. DPPA) U.S. Bipartisan Budget Act of 2013 (42 U.S.C. § 1306 et seq.), and other applicable laws. As a general rule, sensitive data in our products is truncated. In order to help ensure that access to unmasked sensitive data is warranted, we limit access to qualified accounts only. By completing the information and signing below, you understand that you are requesting that unmasked or full display of Social Security Numbers, Date of Birth and/or Driver's License information be added or removed from the accounts indicated below.	

	DATA USE INFORMATION	
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Describe your type of business: Law Enforcement

Describe why access to 5B data is insufficient and why access to full DOB and SSN is required: For locating individuals for criminal investigations and warrants

CLEAR Subscribers: All Users will be granted access to the same type of sensitive personal information:

- ☒ **ADD** to all CLEAR Users on the main account listed above (including all account locations)
- ☐ **REMOVE** from all Users on the account listed above

WESTLAW SUBSCRIBERS: List the individual users whose access to sensitive personal information should be modified and indicate if the access is to be added or removed (use additional pages if necessary).

Last Name	First Name	ADD	REMOVE
		☐	☐
		☐	☐
		☐	☐
		☐	☐
		☐	☐

 **Internet Service Provider Name:** _____

IP Address: _____ **IP Address Range:** _____

Beginning IP Address: _____ **Ending IP Address:** _____

Beginning IP Address: _____ **Ending IP Address:** _____

	CERTIFICATIONS	
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In relation to access requests, by signing below you certify that: (1) unmasked sensitive data is needed, (2) all users under your account will limit use of the data to legitimate business connected with the qualified account indicated above, (3) you will maintain a comprehensive information security program, including systems, facilities, and procedures in place to safeguard the unmasked sensitive data, (4) you have experience in maintaining the confidentiality, security, and appropriate use of such information, (5) all data use will be in strict accordance with your subscription agreement.

West reserves the right to deny or discontinue access to unmasked personal information with or without notice and in its sole discretion. This Addendum is incorporated by reference into your AVC form. By signing below, you certify that you are the authorized to request the changes requested above and are an authorized signatory on this account.

 **AUTHORIZED REPRESENTATIVE:** _____

Signature: _____

Print Name: _____

Title: _____

Date: _____



TO: Mayor Ross
Members of the City Council

FROM: Emily Huettl, Asst. City Engineer

DATE: April 7, 2025

SUBJECT: DISPOSAL OF EXCESS EQUIPMENT - FILE CABINETS

I. RECOMMENDED ACTION

It is recommended City Council approve the disposal of the identified excess equipment, so items can be sold through a local auction.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer, 701-857-4100

Emily Huettl, Asst. City Engineer, 701-857-4100

Bryan Banfill, Public Works Director, 701-857-4112

III. DESCRIPTION

A. Background

We are requesting to dispose of the following surplus equipment from the Engineering and Public Works Departments in accordance with Sec 2-4 of the Minot Municipal code:

One (1) - 4-drawer vertical file cabinet (locking)

Three (3) - 4-drawer vertical file cabinet (non-locking)

One (1) - 4-drawer lateral file cabinet (locking)

Two (2) - 5-drawer vertical file cabinet (non-locking)

B. Proposed Project

As City departments continue to digitize historical records, empty file cabinets need to be disposed of. Current processes are digital, so new paper records are not being created. No other City departments indicated that they could utilize the cabinets. Empty cabinets take up valuable space that can otherwise be utilized.

C. Recommendation Detail

Items will be sold using a local auction. Auction details will be advertised in the Minot Daily News and available on the City website.

IV. IMPACT

- A. Aspirations
Dynamic and Flourishing
- B. Service/Delivery Impact:
The disposal of excess equipment will allow for better utilization of space.
- C. Fiscal Impact
Any revenue generated would go back to the General Fund.

VI. ALTERNATIVES

Empty file cabinets could be stored, taking up valuable space.



TO: Mayor Ross
Members of the City Council

FROM: Stephen Joersz, Traffic Engineer

DATE: April 7, 2025

SUBJECT: TRAFFIC SIGNAL INTERCONNECT AGREEMENT WITH SRT

I. RECOMMENDED ACTION

- 1. It is recommended City Council approve the 5-year contract, starting January 1, 2026, with SRT for increased fiber bandwidth to serve as the City of Minot's signal interconnect system;**
- 2. Authorize the Mayor to sign the contract with SRT; and**
- 3. Authorize the Traffic Engineer to sign future contract amendments to add new traffic signals, as they become compatible with the City's advanced traffic management system, to the SRT contract.**

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer, 701-857-4100
Stephen Joersz, Traffic Engineer, 701-857-4111

III. DESCRIPTION

A. Background

In mid 2020 and following Council's direction, the Traffic Division entered into a 5-year agreement with SRT Communications, Inc. (SRT) to provide 1x1 fiber service to each capable traffic signal system for \$29.40 per month. This contract is expiring in June 2025 and action is needed on how the Traffic Division is to maintain signal interconnects. Having a solid, high-bandwidth connection to each traffic signal provides a backbone for the City's advanced traffic management system to operate on.

In 2024, the Traffic Division opened up the video detection system for dispatch and the police department to view. They have utilized the system for additional observation for events such as the State Fair Parade, general traffic operations, and winter weather storms. The Traffic Division is working on future implementations with other departments to utilize the advanced traffic management system. Video detection cameras have also seen an upgrade in resolution in the past few years. All of these additions have stressed and maxed

out the current 1x1 fiber communications serviced by SRT.

B. Proposed Project

With the current SRT fiber service agreement ending in June 2025, SRT has proposed a new agreement to upgrade the fiber service from 1x1 to 50x50 at a revised rate of \$44.00 per month per intersection along with a main leg connection for a single cost of \$120.00 per month. From conversations with SRT, they are willing to wait until January 1, 2026, to implement the increased fee while upgrading to the 50x50 fiber service when time allows for the SRT staff in 2024. This cooperation with SRT gives the City and the Traffic Division time to properly budget the increased signal interconnect cost.

C. Recommendation Detail

The Traffic Division and IT Departments have reached out to other communication service providers, i.e., Midco, AT&T and Verizon. Each of the other service providers would have to build the network and revise communications within each signal cabinet. These would be additional expenses the city would incur on top of the general monthly service cost. It is the staff's opinion that SRT Communications provides the most cost-effective signal interconnect option.

IV. IMPACT

A. Aspirations

Excellent and Connected

B. Service/Delivery Impact:

Increasing the bandwidth capacity for the signal interconnect will provide City staff with improvement video viewing, decrease lag, and improve reliability with the advanced traffic management system. Increasing the bandwidth will help both the Traffic Division and Police/Dispatch and give capacity for possible future ATMS improvements.

C. Fiscal Impact

The signal interconnect cost through SRT has a variety of factors that affect the total yearly cost. Those factors are: cost per intersection, months in a year, number of intersections and the additional cost of a main transmission line to get all the information back to the City of Minot network. Currently, the City of Minot needs communications to 41 locations. It is anticipated that additional signals will be interconnect-capable with upcoming construction projects with the total number of communication lines being 45-46.

Yearly Interconnect Costs

Intersection Communications (\$44.00 per intersection per month x 12 months x 41 intersections) - \$21,648

Main Leg from SRT to City IT (\$120.00 per month x 12 months) - \$1,440

Yearly Signal Interconnect Cost - \$23,088

Project Funding

VI. ALTERNATIVES

Alternative 1: Council could deny the proposed 5-year SRT fiber service agreement. Additional direction would be requested on how to maintain vital signal communications.

Alternative 2: Council could direct staff to work with SRT to revise the proposed 5-year SRT fiber service agreement. Possible revisions to examine are bandwidth, monthly cost and length of agreement.



QUOTE: 156533
Order Date: 3/5/2025
Terms: 30
Install Date: 1/1/2026

MINOT CITY OF
515 2ND AVE SW
MINOT ND 58701

Install Address:

Minot

Phone Number:

Account: 841

Description: Quote to increase bandwidth at each traffic light from a 1x1 to a 50x50. List Price is \$88.00/mo. The City discount will be 50%, billed at \$44.00/mo. 5 year.

Page: 1

SRT Charges

Item	DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT	TAX
60TD	702-6425 2030 8th Ave. SE	60	\$44.00	\$2,640.00	
60TD	702-6405 3110 15th Ave. SW	60	\$44.00	\$2,640.00	
60TD	702-6145 1102 N. Broadway	60	\$44.00	\$2,640.00	
60TD	702-6059 1600 4th Ave. NW	60	\$44.00	\$2,640.00	
60TD	702-6073 302 6th St. NW	60	\$44.00	\$2,640.00	
60TD	702-6077 201 16th St. SW	60	\$44.00	\$2,640.00	
60TD	702-6415 2091 16th St. NW	60	\$44.00	\$2,640.00	
60TD	702-6041 200 6th St. SW	60	\$44.00	\$2,640.00	
60TD	702-6143 1298 Hwy. 2 & 52 E.	60	\$44.00	\$2,640.00	
60TD	702-6149 5501 Hwy. 2 E.	60	\$44.00	\$2,640.00	
60TD	702-6260 1525 31st Ave. SW	60	\$44.00	\$2,640.00	
60TD	702-6455 Main Leg 515 2nd Ave. SW	60	\$120.00	\$7,200.00	
60TD	702-6247 4565 N. Broadway	60	\$44.00	\$2,640.00	
60TD	702-6238 900 Burdick Expy. E.	60	\$44.00	\$2,640.00	
60TD	702-6465 3697 16th St. SW	60	\$44.00	\$2,640.00	
60TD	702-6185 121 West Central Ave.	60	\$44.00	\$2,640.00	
60TD	702-6128 1999 S. Broadway	60	\$44.00	\$2,640.00	
60TD	702-6424 2210 S. Broadway	60	\$44.00	\$2,640.00	
60TD	702-6175 1427 Hwy. 2 Byp. E.	60	\$44.00	\$2,640.00	
60TD	702-6111 2700 S. Broadway	60	\$44.00	\$2,640.00	
60TD	702-6007 1999 4th St. SW	60	\$44.00	\$2,640.00	
60TD	702-6345 2625 Burdick Expy. E.	60	\$44.00	\$2,640.00	
60TD	702-6206 1 Burdick Expy. E	60	\$44.00	\$2,640.00	
60TD	702-6009 299 Burdick Expy. E.	60	\$44.00	\$2,640.00	
60TD	702-6287 3522 N. Broadway	60	\$44.00	\$2,640.00	
60TD	702-6176 200 31st Ave. SW	60	\$44.00	\$2,640.00	
60TD	702-6344 598 Burdick Expy. W.	60	\$44.00	\$2,640.00	
60TD	702-6161 204 S. Broadway	60	\$44.00	\$2,640.00	
60TD	702-6356 398 S. Broadway	60	\$44.00	\$2,640.00	
60TD	702-6297 1598 16th Ave. SW	60	\$44.00	\$2,640.00	
60TD	702-6064 3702 S. Broadway	60	\$44.00	\$2,640.00	
60TD	702-6015 1528 S. Broadway	60	\$44.00	\$2,640.00	
60TD	702-6002 2002 N. Broadway	60	\$44.00	\$2,640.00	
60TD	702-6164 501 E. Burdick	60	\$44.00	\$2,640.00	
60TD	702-6464 399 37th Ave. SW	60	\$44.00	\$2,640.00	
60TD	702-6013 798 University Ave. W.	60	\$44.00	\$2,640.00	
60TD	702-6216 1021 S. Broadway	60	\$44.00	\$2,640.00	
60TD	702-6011 1615 Burdick Exp. W.	60	\$44.00	\$2,640.00	
60TD	702-6420 2248 37th Ave. SW	60	\$44.00	\$2,640.00	
60TD	702-6175 1427 Highway 2 Byp. E.	60	\$44.00	\$2,640.00	
60TD	702-6066 2851 21st Ave. NW	60	\$44.00	\$2,640.00	

Sales Person: _____

Service Order #: _____



QUOTE: 156533
Order Date: 3/5/2025
Terms: 30
Install Date: 1/1/2026

MINOT CITY OF
515 2ND AVE SW
MINOT ND 58701

Install Address:

Minot

Phone Number:

Page: 2

60TD	702-6091 498 3rd St. NE	60	\$44.00	\$2,640.00	

Thank you for the opportunity to earn your business. If you have any questions please contact me at or by email at .
Sincerely,
SRT

Subtotal: \$115,440.00
Tax: \$0.00
Labor: \$0.00
Total Sales: \$115,440.00

SO#:

Whse #:

Security #:

Init:

Purchase Subject to the Following Conditions

- No returns unless covered by warranty.
- Hardware Warranty varies by Manufacturer , minimum of 12 months.
- Software programming(if applicable) is for 1 month from the date of installation.

Trip and order charge not included.

This institution is an equal opportunity provider and employer.

ACCEPTANCE OF PROPOSAL / CONTRACT

Except as expressly set forth herein, SRT makes no express or implied warranties. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. Customer agrees SRT shall be held harmless from any and all liability arising from special, indirect, or consequential damages including, but not limited to, lost profits, loss of opportunity, or any other loss which may result from the use or installation of the sold equipment. Customer also agrees to release and hold SRT harmless from any and all personal injury or property damage arising from use of equipment, or installation of equipment or software on customer's premises. Customer further agrees that its remedies are limited by the limitation of liability contained in SRT Communications Inc.'s State of North Dakota Telephone Tariff or North Dakota Network Company's Personal Communications Service Tariff. Lessee to carry necessary insurance. The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. This proposal may be withdrawn if not accepted within thirty (30) days. Any additions, moves or changes will be billed separate from this contract.

Customer Signature

Date

Sales Rep Signature

Date

Robocall Mitigation Notice:

SRT is committed to policing its network to alleviate the origination of illegal robocalls. To help in reducing the number of illegal robocalls that may originate on our network, SRT has implemented robocall mitigation efforts to monitor our network and verify calls originating over our network are from legitimate numbers belonging to a valid SRT customer.

Users of SRT's voice service are prohibited from originating illegal and spoofed robocalls with the intent to defraud, cause harm or wrongly obtain anything of value from the recipient of the call. Violation of these terms can result in suspension or termination of the user's voice telephone service.

Terms of Service/Prohibited Use of Voice Service:

It is against Federal telecom regulations and (Company Name)'s terms of service policy to falsify caller ID (spoof) for fraudulent purposes when using your assigned phone number or other (Company Name) phone numbers.

Furthermore, it is unlawful to use SRT's voice service to engage in auto-dialing and illegal spoofing to originate robocall calls with the intent to defraud, cause harm or wrongly obtain anything of value from the recipient of the call. It is also unlawful to use SRT's voice service for excessive usage inconsistent with normal residential usage patterns.Violation of these terms of service will result in suspension or termination of your voice service.

Sales Person: _____

Service Order #:



TO: Mayor Ross
Members of the City Council

FROM: Veronica Meyer, Senior Project Manager

DATE: April 7, 2025

SUBJECT: PERKETT DITCH IMPROVEMENTS AWARD OF BID

I. RECOMMENDED ACTION

It is recommended City Council award Unit 1 of the Perkett Ditch Improvements to the low bidder, Hanson Excavating, Inc., in the amount of \$177,230.00 and authorize the Mayor to sign the agreement.

II. DEPARTMENT CONTACT PERSONS

Bryan Banfill, Public Works Director, 701-857-4112

III. DESCRIPTION

A. Background

In 2017, improvements were made to Perkett Ditch from 30th St SW to approximately one block west of 18th St SW as part of the Mouse River Enhanced Flood Protection Project. Part of the improvements included constructing a concrete channel in Perkett Ditch to improve the conveyance of storm water. This project will remove sediment from the ditch and extend the concrete channel, providing more efficient drainage and maintenance of the ditch.

B. Proposed Project

The proposed project was bid with three units to provide an opportunity to remove units should the bids come in higher than expected. Based on estimates, it was anticipated that all three units could be completed within the allocated budget. Unfortunately, the bid came in approximately 40% above the estimated project cost. Staff feels Unit 1 is the most critical unit to construct as it will finish the last portion of the project from 2017 and connect to a culvert downstream.

C. Recommendation Detail

N/A

IV. IMPACT

A. Aspirations

Prepared and Resilient

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

Project Costs

Engineer's Estimate Unit 1 \$122,925.00

Contractor's Low Bid Unit 1 \$177,230.00

Project Funding

This project will be funded through Storm Sewer Maintenance Account
No. 14059000-44503.

VI. ALTERNATIVES

N/A

2025 Perkett Ditch Improvements (#9506955)

Owner: Minot ND, City of

Solicitor: Minot ND, City of

03/11/2025 11:00 AM CDT

Section Title	Line Item	Item Code	Item Description	UoM	Quantity	Engineer Estimate		Keller Paving & Landscaping		Hanson's Excavating, Inc.		Strata Corporation		Ti-Zack Concrete, LLC	
						Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
SECTION A: Unit 1							\$122,925.00		\$184,498.00		\$177,230.00		\$197,897.00		\$260,511.49
	1		1 CONTRACT BOND	LS/UNIT	1	\$5,000.00	\$5,000.00	\$850.00	\$850.00	\$2,700.00	\$2,700.00	\$1,800.00	\$1,800.00	\$1,660.30	\$1,660.30
	2		2 MOBILIZATION	LS/UNIT	1	\$20,000.00	\$20,000.00	\$10,000.00	\$10,000.00	\$20,000.00	\$20,000.00	\$35,000.00	\$35,000.00	\$33,267.77	\$33,267.77
	3		3 CLEARING & GRUBBING	SY	50	\$30.00	\$1,500.00	\$100.00	\$5,000.00	\$100.00	\$5,000.00	\$80.00	\$4,000.00	\$59.21	\$2,960.50
	4		4 SALVAGE & REPLACE TOPSOIL	CY	90	\$25.00	\$2,250.00	\$125.00	\$11,250.00	\$80.00	\$7,200.00	\$80.00	\$7,200.00	\$88.08	\$7,927.20
	5		5 COMMON EXCAVATION	CY	115	\$100.00	\$11,500.00	\$150.00	\$17,250.00	\$60.00	\$6,900.00	\$80.00	\$9,200.00	\$148.11	\$17,032.65
	6		6 TOPSOIL - IMPORTED	CY	85	\$75.00	\$6,375.00	\$130.00	\$11,050.00	\$120.00	\$10,200.00	\$80.00	\$6,800.00	\$64.13	\$5,451.05
	7		7 AGGREGATE BASE, CLASS 5	CY	100	\$80.00	\$8,000.00	\$120.00	\$12,000.00	\$140.00	\$14,000.00	\$70.00	\$7,000.00	\$59.58	\$5,958.00
	8		8 CONCRETE CHANNEL INCLUDES 6" CURB (BASE BID)	SY	253	\$175.00	\$44,275.00	\$380.00	\$96,140.00	\$360.00	\$91,080.00	\$362.00	\$91,586.00	\$591.88	\$149,745.64
	9		9 CONCRETE CHANNEL WALL - 6"-12" HEIGHT	SY	4	\$250.00	\$1,000.00	\$210.00	\$840.00	\$200.00	\$800.00	\$485.00	\$1,940.00	\$804.72	\$3,218.88
	10		10 CONCRETE CHANNEL WALL - 24"-30" HEIGHT	SY	25	\$325.00	\$8,125.00	\$224.00	\$5,600.00	\$210.00	\$5,250.00	\$595.00	\$14,875.00	\$849.90	\$21,247.50
	11		11 CHAIN LINK FENCE	LF	90	\$50.00	\$4,500.00	\$81.00	\$7,290.00	\$70.00	\$6,300.00	\$120.00	\$10,800.00	\$61.00	\$5,490.00
	12		12 EROSION CONTROL BLANKET - TYPE 2	SY	1040.0000	\$5.00	\$5,200.00	\$3.25	\$3,380.00	\$3.50	\$3,640.00	\$3.40	\$3,536.00	\$2.95	\$3,068.00
	13		13 SEEDING (HYDROMULCH)	SY	1040.0000	\$5.00	\$5,200.00	\$3.70	\$3,848.00	\$4.00	\$4,160.00	\$4.00	\$4,160.00	\$3.35	\$3,484.00
SECTION B: Unit 2							\$191,100.00		\$244,037.17		\$226,410.00		\$313,783.00		\$363,206.28
	14		14 CONTRACT BOND	LS/UNIT	1	\$5,000.00	\$5,000.00	\$1,050.00	\$1,050.00	\$3,400.00	\$3,400.00	\$2,700.00	\$2,700.00	\$1,663.38	\$1,663.38
	15		15 MOBILIZATION	LS/UNIT	1	\$20,000.00	\$20,000.00	\$5,500.00	\$5,500.00	\$20,000.00	\$20,000.00	\$85,000.00	\$85,000.00	\$33,267.77	\$33,267.77
	16		16 REMOVE PIPE ALL TYPES & SIZES	LF	170	\$75.00	\$12,750.00	\$130.00	\$22,100.00	\$50.00	\$8,500.00	\$50.00	\$8,500.00	\$30.00	\$5,100.00
	17		17 REMOVE SIDEWALK	SY	7	\$20.00	\$140.00	\$87.00	\$609.00	\$100.00	\$700.00	\$130.00	\$910.00	\$75.46	\$528.22
	18		18 REMOVE BITUMINOUS PAVEMENT	SY	55	\$18.00	\$990.00	\$45.00	\$2,475.00	\$80.00	\$4,400.00	\$50.00	\$2,750.00	\$27.77	\$1,527.35
	19		19 SALVAGE & REPLACE TOPSOIL	CY	22	\$25.00	\$550.00	\$125.00	\$2,750.00	\$80.00	\$1,760.00	\$180.00	\$3,960.00	\$75.93	\$1,670.46
	20		20 COMMON EXCAVATION	CY	165	\$100.00	\$16,500.00	\$150.00	\$24,750.00	\$60.00	\$9,900.00	\$180.00	\$29,700.00	\$108.78	\$17,948.70
	21		21 TOPSOIL - IMPORTED	CY	20	\$75.00	\$1,500.00	\$130.00	\$2,600.00	\$120.00	\$2,400.00	\$180.00	\$3,600.00	\$66.77	\$1,335.40
	22		22 48" EQUIVALENT ARCH PIPE (CITY SUPPLIED)	LF	172	\$300.00	\$51,600.00	\$263.00	\$45,236.00	\$220.00	\$37,840.00	\$150.00	\$25,800.00	\$305.00	\$52,460.00
	23		23 AGGREGATE BASE, CLASS 5	CY	122	\$80.00	\$9,760.00	\$120.00	\$14,640.00	\$140.00	\$17,080.00	\$70.00	\$8,540.00	\$59.58	\$7,268.76
	24		24 4" CONCRETE SIDEWALK	SY	7	\$150.00	\$1,050.00	\$120.00	\$840.00	\$100.00	\$700.00	\$225.00	\$1,575.00	\$411.53	\$2,880.71
	25		25 CONCRETE CHANNEL INCLUDES 6" CURB (BASE BID)	SY	259	\$175.00	\$45,325.00	\$370.00	\$95,830.00	\$360.00	\$93,240.00	\$362.00	\$93,758.00	\$672.81	\$174,257.79
	26		26 CONCRETE CHANNEL WALL - 0"-6" HEIGHT	SY	29	\$225.00	\$6,525.00	\$210.00	\$6,090.00	\$200.00	\$5,800.00	\$362.00	\$10,498.00	\$687.53	\$19,938.37
	27		27 CONCRETE CHANNEL WALL - 6"-12" HEIGHT	SY	25	\$250.00	\$6,250.00	\$210.00	\$5,250.00	\$200.00	\$5,000.00	\$485.00	\$12,125.00	\$711.69	\$17,792.25
	28		28 CONCRETE CHANNEL WALL - 12"-18" HEIGHT	SY	20	\$275.00	\$5,500.00	\$220.00	\$4,400.00	\$210.00	\$4,200.00	\$525.00	\$10,500.00	\$660.40	\$13,208.00
	29		29 CONCRETE CHANNEL WALL - 18"-24" HEIGHT	SY	8	\$300.00	\$2,400.00	\$222.00	\$1,776.00	\$210.00	\$1,680.00	\$595.00	\$4,760.00	\$767.64	\$6,141.12
	30		30 BITUMINOUS TACK COAT	GAL	6	\$10.00	\$60.00	\$4.45	\$26.70	\$10.00	\$60.00	\$5.50	\$33.00	\$5.00	\$30.00
	31		31 HOT MIX ASPHALT (HMA) FAA 43, PG 58S-28	TN	13	\$200.00	\$2,600.00	\$485.19	\$6,307.47	\$600.00	\$7,800.00	\$550.00	\$7,150.00	\$350.00	\$4,550.00
	32		32 EROSION CONTROL BLANKET - TYPE 2	SY	260	\$5.00	\$1,300.00	\$3.25	\$845.00	\$3.50	\$910.00	\$3.40	\$884.00	\$2.95	\$767.00
	33		33 SEEDING (HYDROMULCH)	SY	260	\$5.00	\$1,300.00	\$3.70	\$962.00	\$4.00	\$1,040.00	\$4.00	\$1,040.00	\$3.35	\$871.00
SECTION C: Unit 3							\$214,925.00		\$311,047.25		\$348,100.00		\$423,246.00		\$485,205.05
	34		34 CONTRACT BOND	LS/UNIT	1	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00	\$5,200.00	\$5,200.00	\$3,300.00	\$3,300.00	\$1,663.38	\$1,663.38
	35		35 MOBILIZATION	LS/UNIT	1	\$20,000.00	\$20,000.00	\$5,500.00	\$5,500.00	\$25,000.00	\$25,000.00	\$98,000.00	\$98,000.00	\$33,267.77	\$33,267.77
	36		36 CLEARING & GRUBBING	SY	200	\$30.00	\$6,000.00	\$75.00	\$15,000.00	\$150.00	\$30,000.00	\$80.00	\$16,000.00	\$74.02	\$14,804.00
	37		37 REMOVE PIPE ALL TYPES & SIZES	LF	82	\$75.00	\$6,150.00	\$130.00	\$10,660.00	\$50.00	\$4,100.00	\$50.00	\$4,100.00	\$30.00	\$2,460.00
	38		38 SALVAGE & REPLACE TOPSOIL	CY	60	\$25.00	\$1,500.00	\$125.00	\$7,500.00	\$80.00	\$4,800.00	\$180.00	\$10,800.00	\$76.20	\$4,572.00
	39		39 COMMON EXCAVATION	CY	145	\$100.00	\$14,500.00	\$150.00	\$21,750.00	\$60.00	\$8,700.00	\$180.00	\$26,100.00	\$129.10	\$18,719.50
	40		40 TOPSOIL - IMPORTED	CY	60	\$75.00	\$4,500.00	\$130.00	\$7,800.00	\$120.00	\$7,200.00	\$180.00	\$10,800.00	\$64.14	\$3,848.40
	41		41 48" EQUIVALENT ARCH PIPE (CITY SUPPLIED)	LF	82	\$300.00	\$24,600.00	\$263.00	\$21,566.00	\$220.00	\$18,040.00	\$150.00	\$12,300.00	\$305.00	\$25,010.00
	42		42 AGGREGATE BASE, CLASS 5	CY	215	\$80.00	\$17,200.00	\$100.00	\$21,500.00	\$140.00	\$30,100.00	\$70.00	\$15,050.00	\$59.58	\$12,809.70
	43		43 CONCRETE CHANNEL INCLUDES 6" CURB (BASE BID)	SY	557	\$175.00	\$97,475.00	\$330.00	\$183,810.00	\$360.00	\$200,520.00	\$362.00	\$201,634.00	\$589.69	\$328,457.33
	44		44 CONCRETE CHANNEL WALL - 0"-6" HEIGHT	SY	21	\$225.00	\$4,725.00	\$210.00	\$4,410.00	\$200.00	\$4,200.00	\$362.00	\$7,602.00	\$775.63	\$16,288.23
	45		45 CONCRETE CHANNEL WALL - 6"-12" HEIGHT	SY	14	\$250.00	\$3,500.00	\$210.00	\$2,940.00	\$200.00	\$2,800.00	\$485.00	\$6,790.00	\$838.94	\$11,745.16
	46		46 CONCRETE CHANNEL WALL - 12"-18" HEIGHT	SY	11	\$275.00	\$3,025.00	\$220.00	\$2,420.00	\$210.00	\$2,310.00	\$525.00	\$5,775.00	\$664.28	\$7,307.08
	47		47 EROSION CONTROL BLANKET - TYPE 2	SY	675	\$5.00	\$3,375.00	\$3.25	\$2,193.75	\$3.60	\$2,430.00	\$3.40	\$2,295.00	\$2.95	\$1,991.25
	48		48 SEEDING (HYDROMULCH)	SY	675	\$5.00	\$3,375.00	\$3.70	\$2,497.50	\$4.00	\$2,700.00	\$4.00	\$2,700.00	\$3.35	\$2,261.25
Base Bid Total:							\$528,950.00		\$739,582.42		\$751,740.00		\$934,926.00		\$1,108,922.82



TO: Mayor Ross
Members of the City Council

FROM: Jenna Zelinski, Comptroller

DATE: April 7, 2025

SUBJECT: ADOPTION OF UPDATED FEDERAL PROCUREMENT POLICY

I. RECOMMENDED ACTION

It is recommended City Council adopt the updated federal procurement policy.

II. DEPARTMENT CONTACT PERSONS

David Lakefield, Finance Director, 701-857-4774

Jenna Zelinski, Comptroller, 701-857-4703

III. DESCRIPTION

A. Background

The Finance Department is updating a number of policies to reflect changes in business practices or federal regulations. Many of the practices have been impacted by the implementation of the ERP software as well as new federal regulations that we need to bring our policies into alignment with. The current federal procurement policy was adopted back in 2018 and is missing significant federal regulations that we now have to abide by for any projects with federal assistance.

B. Proposed Project

The updated federal procurement policy addresses changes in thresholds to mirror federal guidelines and addresses some deficiencies in new regulations (i.e. Buy America) that we are missing from our current policy. This revised policy is necessary to ensure we are in compliance with all of our federal awarding agencies.

C. Recommendation Detail

Staff recommends City Council adopt the updated federal procurement policy to maintain compliance with our federal programs.

IV. IMPACT

A. Aspirations

Excellent & Connected - this policy update is related to being fiscally responsible as we maintain compliance with federal procurement regulations.

B. Service/Delivery Impact:
N/A

C. Fiscal Impact
There is no fiscal impact associated with this policy update.

VI. ALTERNATIVES
N/A



FEDERAL GRANT PROGRAM PROCUREMENT POLICY

Section 1: Introduction

When appropriate, the City of Minot requests grant monies for projects that benefit its citizens. Requestors will follow all guidance and ensure proper financial stewardship of taxpayer resources on the City's behalf. As a recipient of Federal funds, the City's policy is to ensure procurement procedures reflect applicable state laws, local laws, and conform to applicable Federal laws and standards identified in 2 CFR 200.318-326~~7~~.

Section 2: Code of Conduct

1. No employee, officer, or agent of the City of Minot shall participate in the selection or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict could arise if the employee, officer, ~~or agent, or board member~~; any member of ~~his/her~~ their immediate family; ~~his/her~~ their partner; or an organization which employs or is about to employ any of the parties indicated above ~~herein~~, has a financial or other interest, or a tangible personal benefit from a ~~firm~~ entity considered for a contract. **(2 CFR 200.318(c)(1))**
2. No ~~employee~~, officer, ~~employee or agent, or board member~~ of the City of Minot shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial. **(2 CFR 200.318(c)(1))**
3. The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation. It shall be a breach of ethical standards for any public employee or former employee, officer, or agent knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person. **(2 CFR 200.318 (c)(1))**
4. Any alleged violations of these standards of conduct shall be referred to the City of Minot Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution. Any elected official, employee or designated agent of the City who knowingly and deliberately violates the provisions of this code will be open to civil suit without the legal protection of the City. Furthermore, such a violation of these procurement standards may be grounds, subject to the City's discretion, for dismissal by the City. **(2 CFR 200.318(c)(1))**
5. Any contractor or potential contractor who knowingly and deliberately violates the provisions of these procurement standards will be barred from



future transactions with the City where federal funds are involved. **(2 CFR 200.318(c)(1))**

Items 1-5 are the responsibility of the Program Administrator, City Engineer, Department Heads, Finance Director as procurement officer, and City Attorney.

Section 3: Pre-Solicitation

1. For the purposes of implementing this policy, the City of Minot Finance Director is the procurement officer. The procurement officer is responsible for procurement of services, supplies, equipment, or construction obtained with ~~Disaster Recovery CDBG federal~~ funds and shall review all proposed procurement actions to avoid the purchase of unnecessary or duplicative items. Such reviews shall consider consolidation or breaking out to obtain a more economical purchase. When determined appropriate by the procurement officer, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. **(2 CFR 200.318(d))**
2. The City of Minot will maintain records sufficient to detail the history of procurement. These records will include but are not limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price. ~~To ensure compliance with applicable federal, state, and local regulations and requirements the Procurement Checklist attached as ATTACHMENT B will be utilized for every Federal procurement with a copy kept in the procurement file with all applicable documentation as well as sent to the Finance Department for incorporation into the project file complete with documentation.~~ **(2 CFR 200.318(i))**

The procurement ~~checklist records~~ isare the responsibility of the department head or program administratorion to ensure items are properly completed ~~and checked off~~. The City's internal auditors will monitor each project with work procured to ensure the items in the procurement ~~records~~checklist were actually performed.

3. The City of Minot will perform cost or pricing analysis ~~in connection with for~~ EVERY procurement ~~trans~~action in excess of the Simplified Acquisition Threshold (\$~~2~~150,000), including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement ~~transactionsituation~~. As a starting point, the City will make independent estimates before receiving bids or proposals. The engineer's cost estimate will meet this requirement for formal sealed bids. This must be a detailed cost breakdown for the overall estimate providing the elements of the total cost not only the total price. **(2 CFR 200.32~~43~~(a))**



4. A cost reasonableness analysis and documentation is required for a RFQ or RFP (competitive negotiations) or any time price competition is not the main evaluation factor. This analysis must be completed before awarding the contract. Cost Analysis is the evaluation of separate elements (e.g. labor, materials, profit, etc.) that make up a contractor's total cost proposal or price to determine if they are allowable, directly related to the requirement and ultimately, reasonable. Cost analyses are used when there is no price competition or when price competition is not the only evaluation factor, such as procuring A/E, professional, consulting, or program administrator services. **(2 CFR 200.324(a))**
5. To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services, the City of Minot will explore the feasibility to enter into State and local intergovernmental agreements or inter-entity agreements, where appropriate, for procurement or use of common goods and services. The City will also explore the use of Federal excess and surplus property in lieu of purchasing new equipment and property if feasible and if it reduces project costs. The City will also explore the feasibility of using value engineering (the systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost) clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. **(2 CFR 200.318(e)(f)(g))**
6. The City of Minot will take all necessary affirmative steps to ~~assure~~ensure that ~~small businesses~~, minority businesses, women's business enterprises, ~~veteran-owned businesses~~ and labor surplus area firms are used when possible. Affirmative steps shall include:
 - a. Placing qualified small and minority businesses, ~~and~~ women's business enterprises, ~~and veteran-owned businesses~~ on solicitation lists.
 - b. Assuring small and minority businesses, ~~and~~ women's business enterprises, ~~and veteran-owned businesses~~ are solicited whenever they are potential sources
 - c. The City of Minot will also consider the feasibility of dividing total requirements, when economically feasible, into smaller tasks or quantities so as to permit maximum participation by small and minority businesses, ~~and~~ women's business enterprises, ~~and veteran-owned businesses~~.
 - d. Where permitted by regulations, delivery schedules will be developed which will include participation by such businesses.
 - e. The City will also use the services and assistance, as appropriate, of such organizations as the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce. The City will require of its prime contractors, if subcontracts are to be let, to take the affirmative steps listed above. **(2CFR 200.321(a)(b))**



7. The City will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 containing the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. **(2 CFR 200.3223)**

Items 1 – 7 are the responsibility of the Program Administrator, City Engineer, Department Heads and Finance Director as the procurement officer.

Section 4: Solicitation Procedures

Section 4.1: Full and Open Competition

1. ALL procurement carried out with ~~CDBG-Disaster Recovery-federal~~ funds, where the City of Minot is a direct party, shall be carried out in a manner that provides maximum full and open competition ~~with no exclusionary or discriminatory specification~~. Procurement procedures will not restrict or eliminate competition. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals will be excluded from competing for such procurements. **(2 CFR 200.319(a)(b) and 49 U.S.C. 5325(h))**
2. The City of Minot shall not place unreasonable requirements on firms in order for them to qualify to do business. The City will not require unnecessary experience and excessive bonding. Nor will the City of Minot encourage or participate in noncompetitive practices among firms or affiliated companies. The City of Minot shall remain alert to organizational conflicts which would jeopardize the negotiation process and limit competition. The City of Minot will not award noncompetitive contracts to consultants that are on retainer contracts. The City will not specify only a "brand name" product instead of allowing "an equal" product to be offered. A "brand name or equal" description may be used to define the performance or other salient requirements of procurement. The specific features, performance, or other relevant requirements of the named brand which must be met by offerors shall be clearly stated. No arbitrary actions will be undertaken in the procurement process. **(2 CFR 200.319(ca)(1-7) and §200.319(ed)(1)**
3. The City will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable



Federal statutes expressly mandate or encourage geographic preference. This section does not preempt State or local licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project to compete for the contract. **(2 CFR 200.319(b))**

4. Pursuant to state law and federal regulations 2 CFR 200.319(~~de~~)(~~12~~)) all solicitations shall incorporate a clear and accurate description of the technical requirements for the material, service, or product to be procured. In competitive procurements, these descriptions shall not contain features which unduly limit competition. The description may include a statement of the qualitative nature of the material, product, or service and when necessary, the minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications shall be avoided whenever possible. The solicitation must identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals. **(2 CFR 200.319(~~cd~~)(1--23))**
5. The City will ensure that all prequalified lists of persons, firms or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the City will not preclude potential bidders from qualifying during the solicitation period. **(2 CFR 200.319(~~ed~~))**
- 5.6. The City of Minot may incorporate a scoring mechanism that rewards bidders that commit to specific numbers and types of U.S. jobs, minimum compensation, benefits, on-the-job- training for employees making work products or providing services on a contract, and other worker protections. The City may also make inquiries of bidders about these subjects and assessing the responses. Any scoring mechanism must be consistent with the U.S. Constitution, applicable Federal statutes and regulations, and the terms and conditions of the Federal award. **(2 CFR 200.319(g))**

Items 1 – 56 are the responsibility of the Program Administrator, City Engineer, Department Heads and Finance Director as the procurement officer.

Section 4.2: Methods of Procurement

Direct procurement by the City of Minot shall be made by using one of the following methods depending on the type of service to be procured.

1. Micro Purchase Procedures. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed ~~\$310~~,000 (or \$2,000 in the case of acquisitions for construction subject to the Davis-Bacon Act). To the extent practicable, the City will distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the



City considers the price to be reasonable based on research, experience, purchase history, or other information; and maintains documentation to support the decision. **(2 CFR 200.320(a)(1))**

2. Small Purchase Procedures. Relatively simple, informal procurement procedures will be used where the purchase of materials, services, supplies, equipment, and/or other property will not cost in the aggregate more than ~~\$100~~250,000, except where further limited by state law or local policy. The procurement officer must obtain a minimum of three oral or written price or rate quotations from qualified sources. Documentation on all quotations received (whether oral or written) shall be made a part of the file. Selections shall be made principally on price. Payment shall be made upon delivery or completion. **(2 CFR 200.320(ba)(2))**

Items 1 and 2 are the responsibility of the Program Administrator, City Engineer, Department Heads and Finance Director as the procurement officer.

3. Procurement by Sealed Bids/Formal Advertising. The City of Minot follows the North Dakota Century Code Chapter 48-01.2 for procurement of public improvements which requires procurements of greater than ~~\$2100~~250,000 to be procured by sealed bids. Under this procedure bids are publicly advertised in accordance with the applicable laws and the City of Minot's sealed bid procedures. A firm fixed price contract (either lump sum or unit price) shall be awarded to the responsible bidder whose bid is lowest in price and that conforms to all the material terms and conditions of the advertisement for bids. **(2 CFR 200.320(cb) and NDCC 48-01.2-01)**

a. The sealed bid method is the preferred method for procuring construction, ONLY if the following conditions apply.

- i. There are complete, adequate, and realistic specifications or purchase descriptions.
- ii. There are two or more responsible bidders who are willing and able to compete effectively.
- iii. The procurement can be made on a firm fixed-price contract, made in writing, and selection of the successful bidder can appropriately be made principally on the basis of price to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of. **(2 CFR 200.320(be)(1)(i-iii) and 200.320(be)(21)(vi)(D))**



b. The advertisement for bids shall be publicly advertised in the official newspaper of the City of Minot for three consecutive weeks. The first publication of the advertisement must be at least twenty-one days before the date of the opening of bids. Bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids. **(2 CFR 200.320(~~be~~)(~~21~~)(ii)(~~A~~) and North Dakota Century Code 48-01.2-04)**

c. The advertisement for bids, including the specifications and pertinent attachments, shall clearly define the items, end products or services needed in order for the bidders to properly respond to the advertisement. **(2 CFR 200.320(~~be~~)(~~21~~)(ii)(~~B~~))**

d. All bids shall be opened publicly at the time and place specified in the advertisement for bids. **(2 CFR 200.320(~~be~~)(~~21~~)(iii)(~~C~~))**

e. Any or all bids may be rejected if there is a sound documented reason **(2 CFR 200.320(~~be~~)(~~21~~)(vii)(~~E~~))**

Item 3 is the responsibility of the Program Administrator, City Engineer, City Clerk (bid opening), Department Head and Finance Director as the procurement officer.

4. Procurement by Competitive Proposals. Request for Proposals (RFP) and Request for Qualifications (RFQ)
 - a. Competitive proposal is normally conducted with more than one source submitting an offer, and award of either a fixed-price or cost-reimbursement type contract. It is generally used when conditions are not appropriate for sealed bids. When competitive proposal is used, the following requirements apply:
 - i. Proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized proposals shall be honored to the maximum extent practical. **(2 CFR 200.320(~~db~~)(~~12~~)(i))**
 - ii. Proposals will be solicited from an adequate number of qualified sources; three or more are desired. If less are received, document attempts to generate more interest. **(2 CFR 200.320(~~bd~~)(2)(i))**
 - iii. The City will have a written method for conducting technical evaluations of the proposals received and for selecting recipients. **(2 CFR 200.320(~~bd~~)(~~32~~)(ii))**
 - iv. Contracts will be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered. This shall always include negotiation of price to insure cost reasonableness. **(2 CFR 200.320(~~db~~)(~~42~~)(iii))**



b. Competitive proposal procedures are used for qualifications-based procurement (RFQ) of architectural/engineering (A/E) professional services, where competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. At the conclusion of successful negotiations, the competitor shall be invited to enter into a contract. This method, where price is not used as a selection factor, can only be used in procurement of A/E professional services and the contract MUST clearly establish a cost ceiling which cannot be exceeded without contract modification. It cannot be used to purchase other types of services though A/E firms that are potential sources to perform the proposed effort. **(2 CFR 200.320(bd)(52)(iv))**

i. The Brooks Act requires agencies to promote open competition by advertising, ranking, selecting, and negotiating contracts based on demonstrated competence and qualifications for the type of engineering and design services being procured, and at a fair and reasonable price. **(40 USC Ch. 11Chapter 11 of Title 40)**

5. Noncompetitive Proposalscurement:

a. Procurement through solicitation of a proposal from only one source, only when one or more of the following circumstances apply:

i. The aggregage amount of the procurement transaction does not exceed the micro-purchase threshold (2 CFR 200.320 (c)(1))

i.ii. The item is available only from a single source. (2 CFR 200.320(fc)(12))

ii.iii. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation. (2 CFR 200.320(fc)(23))

iii.iv. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity. (2 CFR 200.320(fc)(34))

iv.v. After solicitation of a number of sources, competition is determined inadequate. 2 CFR 200.320(cf)(45))

Items 4 and 5 are the responsibility of the Program Administrator, City Engineer, Department Head and Finance Director as the procurement officer.

Section 5: Award

Section 5.1 Awarding Contracts

Contracts will only be awarded to responsible, responsive contractors/firms possessing the ability to perform successfully under the terms and conditions of the



proposed procurement. Consideration shall be given to such factors as the contractor's/firm's capacity, integrity, compliance with public policy, record of past performance, and financial/technical resources. The contractor's/firm's capacity will not only include consideration of its inherent capabilities but also take into consideration all its existing commercial and governmental business commitments.

"Responsible bidder" refers to the character or quality of the bidder -- whether it is an entity with which the City of Minot is safe doing business. "Responsive bidder" refers to whether or not the bidder has met the required specifications in its bid to the City of Minot. Written determination of contractor's responsibility should be documented and placed in the contract file.

1. Any or all bids may be rejected if there is a sound documented reason. Disqualification of a bidder for **lack of responsibility** will require notice to the bidder and the opportunity for a hearing. Rejection of a bid because of **unresponsiveness** requires only that bidder be informed of why bid was rejected. [See ATTACHMENT A] **(2 CFR 200.318(h) and 200.320(e)(2)(v))**
2. The City of Minot will implement Executive Orders 12549 and 12689, and 2 CFR part 180, which restricts awards, subawards, and contract with certain parties that are debarred suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. To ensure compliance the City will verify the intended contractor is not excluded or disqualified by one of the following methods:
 - a. Check the System for Award Management Exclusion and printing out the resulting page for placement in the procurement file.
 - b. Collecting a certification from the contractor.
 - c. Adding a clause or condition to the covered transaction with the contractor. **(2 CFR 180.300 and 2 CFR 200.213)**
3. See ~~Attachment~~ATTACHMENT A #2 regarding rejection of offers from debarred contractors.

Items 1 & 2 are the responsibility of the Program Administrator, Engineer, Department Head and the Finance Director as the procurement officer.

Section 5.2 Contract Pricing

1. Time and material-type contracts will only be used after determining no other contract is suitable. Time and materials contracts prescribe cost to the City as the sum of 1) actual cost of materials; and 2) direct labor hours charges at fixed hourly rates that reflect wages, general and administrative expenses, and profit. This formula generates an open-ended contract price with no profit incentive for the contractor to control costs or labor efficiency. Therefore, each contract must set a price ceiling where the contractor shall

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pay any costs beyond that threshold. Frequent oversight actions can help ensure the contractor has efficient methods and effective cost controls. **(2 CFR 200.318(j)(i-ii(1-2)))**

2. The City will negotiate profit as a separate price element for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. **(2 CFR 200.3234(ba))**
3. Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred, or cost estimates included in negotiated prices would be allowable for the non-Federal entity under 2 CFR 200 Subpart E Cost Principles. **(2 CFR 200.3234(cb))**
4. For sealed bids a firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder.
5. Cost plus percentage of cost and percentage of construction cost methods of contracting MUST NOT be used. **(2 CFR 200.3234(dc))**

Items 1-85 are the responsibility of the Program Administrator, Federal Compliance Officer, and the Finance Director as the procurement officer.

Section 6: Contract Provisions

Contracts shall include the following provisions and conditions:

1. Contracts for more than the Simplified Acquisition Threshold currently set at ~~\$12~~50,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. **(Appendix II Part 200 (A))**
2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the City of Minot including the manner in which it will be ~~ea~~affected and the basis for settlement. **(Appendix II Part 200 (B))**
3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b) in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339) as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal

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Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- a. Federal assisted construction contract "means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work."

(Appendix II to Part 200 (C))

4. All contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The City of Minot shall report all suspected or reported violations to the Federal awarding agency. **(Appendix II Part 200 (D))**
5. All prime construction contracts in excess of \$2,000 awarded by the City of Minot must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The City of Minot shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The City shall report all suspected or reported violations to the Federal awarding agency. **(Appendix II Part 200(D))**
6. All contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours.



Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. **(Appendix II Part 200(E))**

7. All contracts and subgrants of amounts in excess of \$150,000, shall contain a provision which requires agreement to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q), and the Federal Water Pollution Control Act as amended (33 USC 1251-1387), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). **(Appendix II Part 200 (G))**
8. A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. **(Appendix II, Part 200 (H))**
9. Contractors applying or bidding for an award of \$100,000 or more must file the required Byrd Anti-Lobbying Amendment certification and ensure each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award. **(Appendix II, Part 200 (I))**
10. Contracts must contain a clause stating contractors will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000



or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. **(2 CFR 200.32~~32~~ and Appendix II, Part 200 (J))**

~~10.11.~~ As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. (2 CFR 200.322 and 2 CFR part 184)

~~12.~~ Contracts must contain performance requirements: period of performance - including completion date, penalties for non-performance, and liquidated damages. 81 FR 36557; 78 FR 14344 dated March 5, 2013.

~~11.13.~~ Contracts may contain other specific provisions required by the federal awarding agency, where applicable. (See ATTACHMENT B: Federal Transit Administration Matrix and Compliance with Buy America)

Contract provisions are the primary responsibility of the Program Administrator, Department Head, Engineer and Finance Director as the procurement officer.

Section 7: Contract Administration

1. The City of Minot shall maintain contract administration systems that ensure contractors/firms perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. The accepted performance of contractors/ firms will be a factor in subsequent contract negotiations and award. Remedial action by the City of Minot through legal processes shall be considered in instances of identified significant nonperformance. **(City of Minot Contractor Monitoring Plan and 2 CFR 200.318 (b))**
2. The City of Minot will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards will not relieve the City of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the City's unless the matter is primarily a Federal concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction. **(2 CFR 200.318(k))**

Responsibility of the Program Administrator, Department Head, Engineer and Finance Director as the procurement officer (items 1&2). Internal auditors (item 1)



Section 8: Awarding Agency Review

1. The City of Minot will make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure the item and/or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the City of Minot desires to have the review accomplished after a solicitation has been developed, the awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase. **(2 CFR 200.32~~54~~ (a))**
2. The City will make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as request for proposals or invitations for bids, or independent cost estimates, when:
 - a. The City's procurement procedures or operation fails to comply with the procurement standards in this part;
 - b. The procurement is expected to exceed the Simplified Acquisition Threshold (\$~~2~~150,000) and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
 - c. The procurement, which is expected to exceed the Simplified Acquisition Threshold (\$~~2~~150,000), specifies a "brand name" product;
 - d. The proposed contract is more than the Simplified Acquisition Threshold (\$~~1~~250,000) and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
 - e. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold (\$~~1~~250,000). **(2 CFR 200.32~~54~~ (b))**
3. The City will be exempt from the pre-procurement review in paragraph (2) if the Federal awarding agency or pass-through entity determines City procurement systems comply with the standards of this part. **(2 CFR 200.32~~45~~ (c))**
 - a. The City of Minot has self-certified its procurement system. Self-certification does not limit the Federal awarding agency's right to survey the system. The City provided written assurances to the Department of Housing and Urban Development that it complies with procurement standards found in Part 200. The City has cited specific policies, procedures, regulations, or standards as being in compliance with these requirements and has its system available for review. **(2 CFR 200.32~~45~~ (2c))**

Items 1-3 are the responsibility of the Program Administrator, Federal Compliance Officer, and the Finance Director as the procurement officer.

Section 9: Bonding Requirements



Bonding requirements for procurements with CDBG-DR-federal funds exceeding the Simplified Acquisition Threshold of \$250,000 will include the minimum requirements listed below:

To be submitted with the bidding documents:

- (1) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified. (2 CFR 200.3256(a))**

~~As stated in City of Minot Code of Ordinances Division 2, Sec. 2-136 (g), the bid bond or other security may be enclosed with the other bid documents submitted by a bidder and need not be submitted in a separate envelope attached to the envelope enclosing the other bid documents.~~

Commented [JZ1]: Consulted with Corbin w/ CAO, cannot locate this citation in City ordinance so we removed it.

To be submitted at time of contract award:

- (2) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. (2 CFR 200.3256(b))**
- (3) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. (2 CFR 200.3256(c).)**

This section is the responsibility of the Program Administrator, Federal Compliance Officer~~Department Head~~, and the Finance Director as the procurement officer.

Section 10: Protest Procedure

Standardized procedures will be used to process and resolve disputes relating to procurements.

1. Protestors must exhaust all administrative remedies with the City of Minot before pursuing with the awarding agency, and the awarding agency shall be notified of all formal protests.
2. Reviews of protests by the awarding agency will be limited to: violations of Federal law or regulations and the standards of section 2 CFR Part 200,



Subpart D. State and local law violations will be investigated by the respective jurisdiction and violations of the City of Minot procedures shall be addressed by City Management. Protests received by the Federal agency outside their scope, will be referred back to the City of Minot.

3. Any person who is aggrieved in connection with the solicitation or award of a contract shall make a protest to the procurement officer.
 - a. Protest with respect to a **solicitation** shall be submitted in writing at least two (2) working days prior to the opening of bids or the closing date for receipt of proposals.
 - b. Protest with respect to the **award** of a contract shall be submitted in writing within ten (10) calendar days after the contract award.
 - c. All protests will be made in accordance with the procedures outlined in ATTACHMENT A.

This section is the responsibility of the Program Administrator, ~~Federal Compliance Officer~~ Department Head, and the Finance Director as the procurement officer.



FEDERAL GRANT PROGRAM PROCUREMENT POLICY

ATTACHMENT A

1. Rejection of Bids and Offers

- Any bid or offer that fails to conform to the essential requirements of the invitation for bids (IFB) or request for proposal (RFP) shall be rejected.
- Any bid or offer that does not conform to the applicable specifications or requirements shall be rejected unless the IFB or RFP authorized the submission of alternate bids and the supplies offered as alternates meet the requirements specified in the IFB or RFP.
- Any bid or offer that fails to conform to the delivery schedule or permissible alternates stated in the IFB or RFP shall be rejected.
- A bid or offer shall be rejected when the bidder/offeror imposes conditions that would modify requirements of the invitation or limit the bidder's liability to the City of Minot, since to allow the IFB or RFP to impose such conditions would be prejudicial to other bidders/offerors. For example, bids shall be rejected in which the bidder/offeror
 - i. Protects against future changes in conditions, such as increased costs, if total possible costs to the City of Minot cannot be determined;
 - ii. Fails to state a price and indicates that price shall be price in effect at time of delivery;
 - iii. States a price but qualifies it as being subject to price in effect at time of delivery;
 - iv. When not authorized by the IFB or RFP, conditions or qualifies a bid or offer by stipulating that it is to be considered only if, before date of award, the bidder/offeror receives (or does not receive) award under a separate solicitation;
 - v. Requires that the City of Minot is to determine that the bidder's/offeror's product meets applicable City of Minot specifications; or
 - vi. Limits rights of the City of Minot under any contract clause.
- Any bid/offer may be rejected if the procurement officer determines in writing that it is unreasonable as to price. Unreasonableness of price includes not only the total price of the bid, but the prices for individual line items as well.

2. Debarment - The City of Minot will comply with the provisions of **2 CFR 2424** (government debarment and suspension regulations) by ensuring bids or offers received from any person or concern that is suspended, debarred, proposed for debarment, or declared ineligible as of the bid opening date shall be rejected.

3. Further considerations for sealed bids:

- a. A low bidder may be requested to delete objectionable conditions from a bid provided the conditions do not go to the substance (as



distinguished from the form) of the bid, or work an injustice on other bidders. A substance of bid condition affects price, quantity, quality, or delivery of the items offered.

- b. When a bid guarantee is required and a bidder fails to furnish the guarantee in accordance with the requirements of the invitation for bids.
- c. Low bids received from concerns determined to be not responsible shall be rejected.
- d. After submitting a bid, if all of a bidder's assets or that part related to the bid are transferred during the period between the bid opening and the award, the transferee may not be able to take over the bid/offer. Accordingly, the procurement officer shall reject the bid unless the transfer is affected by merger, operation of law.
- e. Notification: Any bid or offers that are rejected or otherwise excluded from the competitive range shall be notified promptly in writing by the procurement officer. The notice shall state the basis for the determination and that a proposal revision will not be considered.
- f. Record Keeping: The originals of all rejected bids/offers, and any written findings with respect to such rejections, shall be preserved with the papers relating to the acquisition.

4. Solicitation and Award Protest Procedures: The following procedures are established to resolve agency protests effectively, to build confidence in the City's procurement system, and to reduce protests outside of the City of Minot:

- a. Protests shall be concise and logically presented to facilitate review by the City of Minot. Failure to substantially comply with policy requirements may be grounds for protest dismissal.
- b. Protests shall include the following information:
 - i. Name, address, and telephone number (fax if applicable) of the protester.
 - ii. Solicitation or contract number.
 - iii. Detailed statement of legal and factual grounds for the protest, to include a description of resulting prejudice to the protester.
 - iv. Copies of relevant documents.
 - v. Request for a ruling by [*city, town, county, organization*].
 - vi. Statement as to the form of relief requested.
 - vii. All information establishing the protester as an interested party for the purpose of filing a protest.
 - viii. All information establishing the timeliness of the protest.
- c. All protests filed directly with the City of Minot will be addressed to the procurement officer or other official designated to receive protests.
- d. Interested parties may request an independent review of their protest as an appeal of the procurement officer's decision on a protest. The



City of Minot shall designate the official(s) who are to conduct this independent review.

- e. Protests based on alleged improprieties in a solicitation shall be filed two (2) working days before the advertised opening of sealed bid or the closing date for receipt of proposals. In all other cases, protests shall be filed no later than ten (10) calendar days after the basis of protest is known or should have been known, whichever is earlier. The agency, for good cause shown, or where it determines that a protest raises issues significant to the City of Minot's procurement system, may consider the merits of any protest which is not timely filed.

5. Action upon receipt of protest:

- a. The City of Minot shall in all instances disclose information regarding the protest to the awarding agency.
- b. Upon receipt of a protest before award, a contract may not be awarded, pending the City of Minot's resolution of the protest, unless contract award is justified, in writing, for urgent and compelling reasons or is determined, in writing, to be in the best interest of the City of Minot. Such justification or determination shall be approved at a level above the contracting officer, or by another official pursuant to agency procedures.
- c. If award is withheld pending the City of Minot's resolution of the protest, the procurement officer will inform the bidders or offerors whose bids or offers might become eligible for award of the contract. If appropriate, the bidders or offerors should be requested, before expiration of the time for acceptance of their bids or offers, to extend the time for acceptance to avoid the need for resolicitation. In the event of failure to obtain such extension of bids or offers, consideration should be given to proceeding with award pursuant to paragraph (3)(1) of this section.
- d. Upon receipt of a protest within 10 days after contract award or within 5 days after a debriefing date offered to the protester under a timely debriefing request in accordance with competitive proposals debriefing procedure (below), the procurement officer shall immediately suspend performance, pending resolution of the protest within the agency, including any review by an independent higher level official, unless continued performance is justified, in writing, for urgent and compelling reasons or is determined, in writing, to be in the best interest of the City of Minot. Such justification or determination shall be approved at a level above the procurement officer, or by another official pursuant to agency procedures.
- e. The City of Minot shall make their best efforts to resolve protests within thirty-five (35) days after the protest is filed. To the extent permitted by law and regulation, the parties may exchange relevant information.



- f. The City of Minot protest decisions shall be well-reasoned, and explain the City of Minot's position. The protest decision shall be provided to the protester using a method that provides evidence of receipt.

6. Competitive Proposal Debriefing Procedure:

- a. An offeror, upon its written request received by the agency within three (3) working days after the date on which that offeror has received a notification to of award, shall be debriefed and furnished the basis for the selection decision and contract award.
- b. To the maximum extent practicable, the City of Minot will conduct the debriefing within five (5) working days after receipt of the written request.
- c. Debriefings of successful and unsuccessful offerors may be done orally, in writing, or by any other method acceptable to the procurement officer.
- d. The procurement officer should normally chair any debriefing session held. Individuals who conducted the evaluations shall provide support.
- e. At a minimum, the debriefing information shall include
 - i. The City of Minot's evaluation of the significant weaknesses or deficiencies in the offeror's proposal, if applicable;
 - ii. The overall evaluated cost or price (including unit prices), and technical rating, if applicable, of the successful offeror and the debriefed offeror, and past performance information on the debriefed offeror;
 - iii. The overall ranking of all offerors, when any ranking was developed by the agency during the source selection;
 - iv. A summary of the rationale for award;
 - v. For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror;
 - vi. Reasonable responses to relevant questions about whether source selection procedures contained in the solicitation, applicable regulations, and other applicable authorities were followed.
- f. The debriefing shall not include point-by-point comparisons of the debriefed offeror's proposal with those of other offerors. Moreover, the debriefing shall not reveal any information concerning:
 - i. Trade secrets;
 - ii. Privileged or confidential manufacturing processes and techniques;
 - iii. Commercial and financial information that is privileged or confidential, including cost breakdowns, profit, indirect cost rates, and similar information;
 - iv. The names of individuals providing reference information about an offeror's past performance.



- g. An official summary of the debriefing shall be included in the contract file.



FEDERAL GRANT PROGRAM PROCUREMENT POLICY

ATTACHMENT B

Federal Transit Administration Contract Provision Matrix and Compliance with Buy America



PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER -- MATRICES

A. THIRD PARTY CONTRACT PROVISIONS

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding \$2,000)

PROVISION	COMMENTS	MASTER AGREEMENT REFERENCE (based on FA MA(30) 11-2-2022)
All FTA Assisted Third Party Contracts and Subcontracts		
No Federal Government Obligations to Third Parties (Use of Disclaimer)		§ 3(i)
False or Fraudulent Statements or Claims – Civil and Criminal Fraud		§ 4.e
Access to Third Party Contract Records		§ 16.s
Changes to Federal Requirements		§ 3.j.(1)
Equal Employment Opportunity (except special DOL construction clause))		§ 12
Disadvantaged Business Enterprises (DBEs)	Contract awarded on the basis of a bid/proposal offering to use DBEs.	§ 12.e
Incorporation of FTA Terms	Per FTA C 4220.1F.	§ 16.d
Prompt Payment		49 CFR 26.29
Prohibition on Certain Telecommunications Equipment		2 CFR 200.216 FAR 52.204-24
Awards Exceeding \$10,000		
Terminations		§ 11 and § 16.d.(2)
Debarment and Suspension	Awards exceeding \$25,000	§ 4.h
Notice to FTA and U.S. DOT Inspector General of waste, fraud, abuse....	Awards exceeding \$25,000	§ 39(b)
Lobbying	Awards exceeding \$100,000	§ 4.c and § 16.d(8)
Awards Exceeding the Simplified Acquisition Threshold (\$250,000)		
Resolution of Disputes, Breaches, or Other Litigation		§ 39
Awards Exceeding \$150,000 by Statute		
Clean Air	42 U.S.C. 7401-7671q.	§ 16.d.(7)
Clean Water	33 U.S.C 1251-1387	§ 16.d.(7)
Buy America	When tangible property or construction will be acquired. The threshold for applicability is no longer tied to the simplified acquisition threshold. It is statutorily fixed in 49 U.S.C. §5323(j)(13).	§ 15.a and b

Note: The Special EEO Clause for Construction is now shown on next page under "Construction Activities" for all contracts.



PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER — MATRICES

- THIRD PARTY CONTRACT PROVISIONS (Continued)

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding \$2,000)

PROVISION	COMMENTS	MASTER AGREEMENT REFERENCE (based on FA MA(30) 11-2-2022)
Transport of Property or Persons		
Cargo Preference	When acquiring property suitable for shipment by ocean vessel.	§ 15.c
Fly America	When property or persons are transported by air between U.S. and foreign destinations, or between foreign locations.	§ 15.d
Construction Activities		
Construction Employee Protections – Davis-Bacon Act	For contracts exceeding \$2,000.	§ 16.d.(4)
Construction Employee Protections – Contract Work Hours & Safety Standards Act	For contracts exceeding \$100,000. OMB Office of Federal Financial Management has not adopted the FAR clause 2.101 \$150,000 simplified acquisition threshold standard.	§ 16.d.(5)
Construction Employee Protections – Sec. 1 Copeland Anti-Kickback Act – Sec. 2 Copeland Anti-Kickback Act	All contracts All construction contracts exceeding \$2,000.	§ 16.d.(4)
Special EEO Provision for Construction	All construction contracts	§ 16.d.(3)
Bonding for Construction Activities Exceeding \$250,000	5% bid guarantee bond. 100% performance and payment bond.	§ 16.n
Seismic Safety	Construction contracts for new buildings or for existing buildings.	§ 23.b
Veterans Preference	All construction contracts	16.u
Non-construction Activities		
Nonconstruction Employee Protection – Contract Work Hours & Safety Standards Act	For all turnkey, rolling stock, and operational contracts (except transportation services contracts and open market contracts) exceeding \$100,000. OMB Office of Federal Financial Management has not adopted the FAR clause 2.101 \$150,000 simplified acquisition threshold standard.	§ 24.b
Transit Operations		
Transit Employee Protective Arrangements		§ 24.d
Charter Bus Operations		§ 28
School Bus Operations		§ 29
Drug Use and Testing	Safety sensitive functions.	§ 35.b
Alcohol Misuse and Testing	Safety sensitive functions.	§ 35.b



PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER—MATRICES

A. THIRD PARTY CONTRACT PROVISIONS (Continued)

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding \$2,000)

PROVISION	COMMENTS	MASTER AGREEMENT REFERENCE (based on FA MA(30) 11-2-2022)
Planning, Research, Development, and Demonstration Projects		
Patent Rights		§ 17
Rights in Data and Copyrights		§ 18
Special Notification Requirements for States		
Special Notification Requirement for States		§ 37
Miscellaneous Special Requirements		
Energy Conservation	All Contracts	§ 26
Recycled Products	Contracts when procuring \$10,000 or more per year of items designated by EPA.	§ 16.d.(10)
Prohibition on Certain Telecommunications Equipment	All Contracts	2 CFR 200 Appendix II 2 CFR 200.216
Conformance with National ITS Architecture	Contracts and solicitations for ITS projects.	§ 16.i
ADA Access	Contracts for rolling stock or facilities construction/renovation.	§ 12.h
Assignability Clause	Procurements through assignments ("piggybacking").	§ 16.a, which incorporates FTA circular 4220.1



PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER—MATRICES

B. APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding \$2,000)

PROVISION	TYPE OF PROCUREMENT				
	Professional Services/A&E	Operations/ Management	Rolling Stock Purchase	Construction	Materials & Supplies
No Federal Government Obligations to Third Parties (by Use of a Disclaimer)	All	All	All	All	All
False Statements or Claims Civil and Criminal Fraud	All	All	All	All	All
Access to Third Party Contract Records	All	All	All	All	All
Changes to Federal Requirements	All	All	All	All	All
Termination	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000
Equal Employment Opportunity except Special DOL EEO clause for construction projects)	All	All	All	All	All
Special DOL EEO clause for construction projects				>\$10,000	
Disadvantaged Business Enterprises (DBEs)	All	All	All	All	All
Incorporation of FTA Terms	All	All	All	All	All
Debarment and Suspension	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
Buy America			>\$150,000	>\$150,000	>\$150,000
Resolution of Disputes, Breaches, or Other Litigation	>\$250,000	>\$250,000	>\$250,000	>\$250,000	>\$250,000
Lobbying	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Air	>\$150,000	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Clean Water	>\$150,000	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Cargo Preference			Transport by ocean vessel.	Transport by ocean vessel.	Transport by ocean vessel.
Fly America	Foreign air transp. /travel.	Foreign air transp. /travel.	Foreign air transp. /travel.	Foreign air transp. /travel.	Foreign air transp. /travel.
Notice to FTA and U.S. DOT Inspector General of Information Related to Fraud, Waste, etc.	\$25,000 or More. Prime and Subs	\$25,000 or More. Prime and Subs	\$25,000 or More. Prime and Subs	\$25,000 or More. Prime and Subs	\$25,000 or More. Prime and Subs
Prompt Payment	All	All	All	All	All



PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER—MATRICES

B. APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS (Continued)

(excluding micro-purchases, except Davis-Bacon requirements apply to construction contracts exceeding \$2,000)

TYPE OF PROCUREMENT					
PROVISION	Professional Services/A&E	Operations/ Management	Rolling Stock Purchase	Construction	Materials & Supplies
Davis-Bacon Act				>\$2,000 (also ferries).	
Veterans Preference				>\$150,000	
Contract Work Hours and Safety Standards Act		>\$250,000 (transportation services excepted).	>\$250,000	>\$250,000 (also ferries).	
Copeland Anti-Kickback Act Section 1 Section 2				All > \$2,000 (also ferries).	
Bonding				>\$250,000	
Seismic Safety	A&E for new buildings & additions.			New buildings & additions.	
Transit Employee Protective Arrangements		Transit operations.			
Charter Service Operations		All			
School Bus Operations		All			
Drug Use and Testing		Transit operations.			
Alcohol Misuse and Testing		Transit operations.			
Patent Rights	R & D				
Rights in Data and Copyrights	R & D				
Energy Conservation	All	All	All	All	All
Recycled Products		EPA-selected items \$10,000 or more annually.		EPA-selected items \$10,000 or more annually.	EPA-selected items \$10,000 or more annually.
Seat Belt Use	All	All	All	All	All
Distracted Driving	All	All	All	All	All
Conformance with ITS National Architecture	ITS projects.	ITS projects.	ITS projects.	ITS projects.	ITS projects.
ADA Access	A&E	All	All	All	All
Notification of Federal Participation for States	Limited to States.	Limited to States.	Limited to States.	Limited to States.	Limited to States.
Prohibition on Certain Telecommunications Equipment	All	All	All	All	All



PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER—MATRICES

C. CERTIFICATIONS, REPORTS, AND FORMS

CERTIFICATIONS, REPORTS, AND FORMS	COMMENTS	REGULATORY REFERENCE
Bus Testing Certification	All procurements of new model transit buses and vans and existing models being modified with major changes.	49 CFR Part 665
TVM Certifications	All rolling stock procurements.	49 CFR Part 26
Buy America Certification	Procurements of steel, iron, manufactured products and construction materials exceeding \$150,000.	49 CFR Part 661
Preaward Review	FTA Annual Certification for any rolling stock procurement.	49 CFR Part 663
Preaward Buy America Certification	Rolling stock procurements exceeding \$150,000.	49 CFR Part 663
Preaward Purchaser's Requirement	All rolling stock procurements.	49 CFR Part 663
Post Delivery Review	FTA Annual Certification for any rolling stock procurement.	49 CFR Part 663
Post Delivery Buy America Certification	Rolling stock procurements exceeding \$150,000.	49 CFR Part 663
Post Delivery Purchaser's Requirement	All rolling stock procurements to the extent required by Federal law and regulations.	49 CFR Part 663
On-Site Inspector's Report	Rolling Stock except for procurements of: - 10 or fewer vehicles; - 20 or fewer vehicles serving rural (other than urbanized) areas or urbanized areas or 200,000 people or fewer; - any amount of primary manufactured standard production and unmodified vans that after visual inspection and road testing meet the contract specifications.	49 CFR Part 663
Federal Motor Vehicle Safety Standards - Preaward and Post Delivery Reviews	Motor vehicle procurements (49 CFR 571).	49 CFR Part 663
Lobbying	Procurements exceeding \$100,000.	49 CFR Part 20 OMB Office of Federal Financial Management has not adopted FAR 2.101 \$150,000 simplified acquisition threshold standard.
Standard Form LLL and Quarterly Updates (when required)	Procurements exceeding \$100,000 where contractor engages in lobbying activities.	49 CFR Part 20 OMB Office of Federal Financial Management has not adopted FAR 2.101 \$150,000 simplified acquisition threshold standard.



PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER—MATRICES

D. OTHER MATTERS

OTHER MATTERS	COMMENTS	STATUTORY OR REGULATORY REFERENCES
Contract Administration System		2 CFR § 200.318(b)
Record of Procurement History		2 CFR § 200.318(i)
Protest Procedures		2 CFR § 200.318(k)
Selection Procedures		2 CFR § 200.320 b.
Cost/Price Analysis		2 CFR § 200.324
Justification for Noncompetitive Awards	If Applicable.	2 CFR § 200.320 c.
No Excessive Bonding Requirements		2 CFR § 200.319(b) (2)
No Exclusionary Specifications		2 CFR § 200.319(d) (1)
No Geographic Preferences	Except for A&E Services	42 CFR § 200.319 c.



Compliance with Buy America

BUY AMERICA

These requirements apply to contracts over \$150,000 if they involve the purchase of iron, steel, manufactured goods, or rolling stock.

- Contractor shall comply with 49 U.S.C. 5323(j) and 49 CFR part 661, which provide that federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 CFR § 661.11. The contractor must submit to the City the appropriate Buy America certification with its offer. Offers that are not accompanied by a completed Buy America certification will be rejected as non-responsive.
- Build America, Buy America Act: Construction and construction materials used in FTA-funded projects are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) or a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.

ROLLING STOCK LIMITATIONS

These requirements apply to contracts for the purchase of rolling stock.

Contractor and its subcontractors must comply with the limitation on certain rolling stock procurements at 49 U.S.C. § 5323(u), prohibiting the procurement of rolling stock from specified manufacturers for public transportation use.

PRE-AWARD & POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

These requirements apply to contracts for the purchase of rolling stock.

Contractor shall comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 CFR part 663. Contractor shall comply with the Buy America certification(s) submitted with its offer. Contractor shall participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 CFR part 663 and related FTA guidance.



BUY AMERICA CERTIFICATION

This certification applies to contracts over \$150,000 if they involve the purchase of iron, steel, manufactured goods, or rolling stock. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.

If this Offer is valued in excess of \$150,000 and involves the procurement of steel, iron, or manufactured products (as defined in 49 CFR §§ 661.3 and 661.5), the Proposer hereby certifies that it:

☐ Will comply with the requirements of 49 U.S.C. § 5323(j)(1) and the applicable regulations in 49 CFR part 661;

OR

☐ Cannot comply the requirements of 49 U.S.C. § 5323(j) (and 49 CFR part 661) but may qualify for an exception to the requirements pursuant to 49 U.S.C. § 5323(j)(2), as amended, and the applicable regulations in 49 CFR § 661.7.

If this Offer is valued in excess of \$150,000 and involves the procurement of buses or other rolling stock (including associated equipment), the Proposer hereby certifies that it:

☐ Will comply with the requirements of 49 U.S.C. § 5323(j) and the applicable regulations of 49 CFR § 661.11;

OR

☐ Cannot comply with the requirements of 49 § U.S.C. 5323(j) (and 49 CFR § 661.11), but may qualify for an exception to the requirements consistent with 49 U.S.C. § 5323(j)(2)(C), as amended, and the applicable regulations in 49 CFR § 661.7.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: _____

Name/Title: _____

Signature: _____

Date: _____



FEDERAL GRANT PROGRAM PROCUREMENT POLICY

Section 1: Introduction

When appropriate, the City of Minot requests grant monies for projects that benefit its citizens. Requestors will follow all guidance and ensure proper financial stewardship of taxpayer resources on the City's behalf. As a recipient of Federal funds, the City's policy is to ensure procurement procedures reflect applicable state laws, local laws, and conform to applicable Federal laws and standards identified in 2 CFR 200.318-327.

Section 2: Code of Conduct

1. No employee, officer, or agent of the City of Minot shall participate in the selection or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict could arise if the employee, officer, agent, or board member; any member of their immediate family; their partner; or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest, or a tangible personal benefit from an entity considered for a contract. **(2 CFR 200.318(c)(1))**
2. No employee, officer, agent, or board member of the City of Minot shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial. **(2 CFR 200.318(c)(1))**
3. The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation. It shall be a breach of ethical standards for any public employee or former employee, officer, or agent knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person. **(2 CFR 200.318 (c)(1))**
4. Any alleged violations of these standards of conduct shall be referred to the City of Minot Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution. Any elected official, employee or designated agent of the City who knowingly and deliberately violates the provisions of this code will be open to civil suit without the legal protection of the City. Furthermore, such a violation of these procurement standards may be grounds, subject to the City's discretion, for dismissal by the City. **(2 CFR 200.318(c)(1))**
5. Any contractor or potential contractor who knowingly and deliberately violates the provisions of these procurement standards will be barred from future transactions with the City where federal funds are involved. **(2 CFR 200.318(c)(1))**



Items 1-5 are the responsibility of the Program Administrator, City Engineer, Department Heads, Finance Director as procurement officer, and City Attorney.

Section 3: Pre-Solicitation

1. For the purposes of implementing this policy, the City of Minot Finance Director is the procurement officer. The procurement officer is responsible for procurement of services, supplies, equipment, or construction obtained with federal funds and shall review all proposed procurement actions to avoid the purchase of unnecessary or duplicative items. Such reviews shall consider consolidation or breaking out to obtain a more economical purchase. When determined appropriate by the procurement officer, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach. **(2 CFR 200.318(d))**
2. The City of Minot will maintain records sufficient to detail the history of procurement. These records will include but are not limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price. **(2 CFR 200.318(i))**

The procurement records are the responsibility of the department head or program administrator to ensure items are properly completed. The City's internal auditor will monitor each project with work procured to ensure the items in the procurement records were actually performed.

3. The City of Minot will perform cost or pricing analysis for EVERY procurement transaction in excess of the Simplified Acquisition Threshold (\$250,000), including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement transaction. As a starting point, the City will make independent estimates before receiving bids or proposals. The engineer's cost estimate will meet this requirement for formal sealed bids. This must be a detailed cost breakdown for the overall estimate providing the elements of the total cost not only the total price. **(2 CFR 200.324(a))**
4. A cost reasonableness analysis and documentation is required for a RFQ or RFP (competitive negotiations) or any time price competition is not the main evaluation factor. This analysis must be completed before awarding the contract. Cost Analysis is the evaluation of separate elements (e.g. labor, materials, profit, etc.) that make up a contractor's total cost proposal or price to determine if they are allowable, directly related to the requirement and ultimately, reasonable. Cost analyses are used when there is no price competition or when price competition is not the only evaluation factor, such as procuring A/E, professional, consulting, or program administrator services. **(2 CFR 200.324(a))**



5. To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services, the City of Minot will explore the feasibility to enter into State and local intergovernmental agreements or inter-entity agreements, where appropriate, for procurement or use of common goods and services. The City will also explore the use of Federal excess and surplus property in lieu of purchasing new equipment and property if feasible and if it reduces project costs. The City will also explore the feasibility of using value engineering (the systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost) clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. **(2 CFR 200.318(e)(f)(g))**
6. The City of Minot will take all necessary affirmative steps to ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses and labor surplus area firms are used when possible. Affirmative steps shall include:
 - a. Placing qualified small and minority businesses, women's business enterprises, and veteran-owned businesses on solicitation lists.
 - b. Assuring small and minority businesses, women's business enterprises, and veteran-owned businesses are solicited whenever they are potential sources
 - c. The City of Minot will also consider the feasibility of dividing total requirements, when economically feasible, into smaller tasks or quantities so as to permit maximum participation by small and minority businesses, women's business enterprises, and veteran-owned businesses.
 - d. Where permitted by regulations, delivery schedules will be developed which will include participation by such businesses.
 - e. The City will also use the services and assistance, as appropriate, of such organizations as the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce. The City will require of its prime contractors, if subcontracts are to be let, to take the affirmative steps listed above. **(2CFR 200.321(a)(b))**
7. The City will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 containing the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and



establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. **(2 CFR 200.323)**

Items 1 – 7 are the responsibility of the Program Administrator, City Engineer, Department Heads and Finance Director as the procurement officer.

Section 4: Solicitation Procedures

Section 4.1: Full and Open Competition

1. ALL procurement carried out with federal funds, where the City of Minot is a direct party, shall be carried out in a manner that provides maximum full and open competition with no exclusionary or discriminatory specification. Procurement procedures will not restrict or eliminate competition. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals will be excluded from competing for such procurements. **(2 CFR 200.319(a)(b) and 49 U.S.C. 5325(h))**
2. The City of Minot shall not place unreasonable requirements on firms in order for them to qualify to do business. The City will not require unnecessary experience and excessive bonding. Nor will the City of Minot encourage or participate in noncompetitive practices among firms or affiliated companies. The City of Minot shall remain alert to organizational conflicts which would jeopardize the negotiation process and limit competition. The City of Minot will not award noncompetitive contracts to consultants that are on retainer contracts. The City will not specify only a "brand name" product instead of allowing "an equal" product to be offered. A "brand name or equal" description may be used to define the performance or other salient requirements of procurement. The specific features, performance, or other relevant requirements of the named brand which must be met by offerors shall be clearly stated. No arbitrary actions will be undertaken in the procurement process. **(2 CFR 200.319(c)(1-7) and §200.319(d)(1))**
3. The City will conduct procurements in a manner that prohibits the use of statutorily or administratively imposed local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. This section does not preempt State or local licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criteria provided its application leaves an appropriate number of qualified firms, given the nature and size of the project to compete for the contract. **(2 CFR 200.319(b))**
4. Pursuant to state law and federal regulations 2 CFR 200.319(d)(2)) all solicitations shall incorporate a clear and accurate description of the technical requirements for the material, service, or product to be procured. In



competitive procurements, these descriptions shall not contain features which unduly limit competition. The description may include a statement of the qualitative nature of the material, product, or service and when necessary, the minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications shall be avoided whenever possible. The solicitation must identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals. **(2 CFR 200.319(d)(1-3))**

5. The City will ensure that all prequalified lists of persons, firms or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the City will not preclude potential bidders from qualifying during the solicitation period. **(2 CFR 200.319(e))**
6. The City of Minot may incorporate a scoring mechanism that rewards bidders that commit to specific numbers and types of U.S. jobs, minimum compensation, benefits, on-the-job- training for employees making work products or providing services on a contract, and other worker protections. The City may also make inquiries of bidders about these subjects and assessing the responses. Any scoring mechanism must be consistent with the U.S. Constitution, applicable Federal statutes and regulations, and the terms and conditions of the Federal award. **(2 CFR 200.319(g))**

Items 1 – 6 are the responsibility of the Program Administrator, City Engineer, Department Heads and Finance Director as the procurement officer.

Section 4.2: Methods of Procurement

Direct procurement by the City of Minot shall be made by using one of the following methods depending on the type of service to be procured.

1. Micro Purchase Procedures. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$10,000 (or \$2,000 in the case of acquisitions for construction subject to the Davis-Bacon Act). To the extent practicable, the City will distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the City considers the price to be reasonable based on research, experience, purchase history, or other information; and maintains documentation to support the decision. **(2 CFR 200.320(a)(1))**
2. Small Purchase Procedures. Relatively simple, informal procurement procedures will be used where the purchase of materials, services, supplies, equipment, and/or other property will not cost in the aggregate more than \$250,000, except where further limited by state law or local policy. The procurement officer must obtain a minimum of three oral or written price or rate quotations from qualified sources. Documentation on all quotations



received (whether oral or written) shall be made a part of the file. Selections shall be made principally on price. Payment shall be made upon delivery or completion. **(2 CFR 200.320(a)(2))**

Items 1 and 2 are the responsibility of the Program Administrator, City Engineer, Department Heads and Finance Director as the procurement officer.

3. Procurement by Sealed Bids/Formal Advertising. The City of Minot follows the North Dakota Century Code Chapter 48-01.2 for procurement of public improvements which requires procurements of greater than \$200,000 to be procured by sealed bids. Under this procedure bids are publicly advertised in accordance with the applicable laws and the City of Minot's sealed bid procedures. A firm fixed price contract (either lump sum or unit price) shall be awarded to the responsible bidder whose bid is lowest in price and that conforms to all the material terms and conditions of the advertisement for bids. **(2 CFR 200.320(b) and NDCC 48-01.2)**

a. The sealed bid method is the preferred method for procuring construction, ONLY if the following conditions apply.

- i. There are complete, adequate, and realistic specifications or purchase descriptions.
- ii. There are two or more responsible bidders who are willing and able to compete effectively.
- iii. The procurement can be made on a firm fixed-price contract, made in writing, and selection of the successful bidder can appropriately be made principally on the basis of price to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of. **(2 CFR 200.320(b)(1)(i) and 200.320(b)(1)(ii)(D))**

b. The advertisement for bids shall be publicly advertised in the official newspaper of the City of Minot for three consecutive weeks. The first publication of the advertisement must be at least twenty-one days before the date of the opening of bids. Bids shall be solicited from an adequate number of known suppliers, providing them sufficient time prior to the date set for opening the bids. **(2 CFR 200.320(b)(1)(ii)(A) and North Dakota Century Code 48-01.2-04)**

c. The advertisement for bids, including the specifications and pertinent attachments, shall clearly define the items, end products or services needed



in order for the bidders to properly respond to the advertisement. **(2 CFR 200.320(b)(1)(ii)(B))**

d. All bids shall be opened publicly at the time and place specified in the advertisement for bids. **(2 CFR 200.320(b)(1)(ii)(C))**

e. Any or all bids may be rejected if there is a sound documented reason **(2 CFR 200.320(b)(1)(ii)(E))**

Item 3 is the responsibility of the Program Administrator, City Engineer, City Clerk (bid opening), Department Head and Finance Director as the procurement officer.

4. Procurement by Competitive Proposals. Request for Proposals (RFP) and Request for Qualifications (RFQ)

a. Competitive proposal is normally conducted with more than one source submitting an offer, and award of either a fixed-price or cost-reimbursement type contract. It is generally used when conditions are not appropriate for sealed bids. When competitive proposal is used, the following requirements apply:

- i. Proposals will be publicized and identify all evaluation factors and their relative importance. Any response to publicized proposals shall be honored to the maximum extent practical. **(2 CFR 200.320(b)(2)(i))**
- ii. Proposals will be solicited from an adequate number of qualified sources; three or more are desired. If less are received, document attempts to generate more interest. **(2 CFR 200.320(b)(2)(i))**
- iii. The City will have a written method for conducting technical evaluations of the proposals received and for selecting recipients. **(2 CFR 200.320(b)(2)(ii))**
- iv. Contracts will be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered. This shall always include negotiation of price to insure cost reasonableness. **(2 CFR 200.320(b)(2)(iii))**

b. Competitive proposal procedures are used for qualifications-based procurement (RFQ) of architectural/engineering (A/E) professional services, where competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. At the conclusion of successful negotiations, the competitor shall be invited to enter into a contract. This method, where price is not used as a selection factor, can only be used in procurement of A/E professional services and the contract MUST clearly establish a cost ceiling which cannot be exceeded without contract modification. It cannot be used to purchase other types of



services through A/E firms that are potential sources to perform the proposed effort. **(2 CFR 200.320(b)(2)(iv))**

- i. The Brooks Act requires agencies to promote open competition by advertising, ranking, selecting, and negotiating contracts based on demonstrated competence and qualifications for the type of engineering and design services being procured, and at a fair and reasonable price. **(40 USC Ch. 11)**

5. Noncompetitive Procurement:

- a. Procurement through solicitation of a proposal from only one source, only when one or more of the following circumstances apply:
 - i. The aggregate amount of the procurement transaction does not exceed the micro-purchase threshold **(2 CFR 200.320 (c)(1))**
 - ii. The item is available only from a single source. **(2 CFR 200.320(c)(2))**
 - iii. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation. **(2 CFR 200.320(c)(3))**
 - iv. The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity. **(2 CFR 200.320(c)(4))**
 - v. After solicitation of a number of sources, competition is determined inadequate. **2 CFR 200.320(c)(5))**

Items 4 and 5 are the responsibility of the Program Administrator, City Engineer, Department Head and Finance Director as the procurement officer.

Section 5: Award

Section 5.1 Awarding Contracts

Contracts will only be awarded to responsible, responsive contractors/firms possessing the ability to perform successfully under the terms and conditions of the proposed procurement. Consideration shall be given to such factors as the contractor's/firm's capacity, integrity, compliance with public policy, record of past performance, and financial/technical resources. The contractor's/firm's capacity will not only include consideration of its inherent capabilities but also take into consideration all its existing commercial and governmental business commitments.

"Responsible bidder" refers to the character or quality of the bidder -- whether it is an entity with which the City of Minot is safe doing business. "Responsive bidder" refers to whether or not the bidder has met the required specifications in its bid to the City of Minot. Written determination of contractor's responsibility should be documented and placed in the contract file.

- 1. Any or all bids may be rejected if there is a sound documented reason. Disqualification of a bidder for **lack of responsibility** will require notice to



the bidder and the opportunity for a hearing. Rejection of a bid because of **unresponsiveness** requires only that bidder be informed of why bid was rejected. [See ATTACHMENT A] **(2 CFR 200.318(h))**

2. The City of Minot will implement Executive Orders 12549 and 12689, and 2 CFR part 180, which restricts awards, subawards, and contract with certain parties that are debarred suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. To ensure compliance the City will verify the intended contractor is not excluded or disqualified by one of the following methods:

- a. Check the System for Award Management Exclusion and printing out the resulting page for placement in the procurement file.
- b. Collecting a certification from the contractor.
- c. Adding a clause or condition to the covered transaction with the contractor. **(2 CFR 180.300 and 2 CFR 200.213)**

3. See ATTACHMENT A #2 regarding rejection of offers from debarred contractors.

Items 1 & 2 are the responsibility of the Program Administrator, Engineer, Department Head and the Finance Director as the procurement officer.

Section 5.2 Contract Pricing

1. Time and material-type contracts will only be used after determining no other contract is suitable. Time and materials contracts prescribe cost to the City as the sum of 1) actual cost of materials; and 2) direct labor hours charges at fixed hourly rates that reflect wages, general and administrative expenses, and profit. This formula generates an open-ended contract price with no profit incentive for the contractor to control costs or labor efficiency. Therefore, each contract must set a price ceiling where the contractor shall pay any costs beyond that threshold. Frequent oversight actions can help ensure the contractor has efficient methods and effective cost controls. **(2 CFR 200.318(j)((1-2)))**
2. The City will negotiate profit as a separate price element for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration will be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. **(2 CFR 200.324(a))**
3. Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred, or cost estimates included in negotiated prices would be allowable for the non-Federal entity under 2 CFR 200 Subpart E Cost Principles. **(2 CFR 200.324(b))**



4. For sealed bids a firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder.
5. Cost plus percentage of cost and percentage of construction cost methods of contracting MUST NOT be used. **(2 CFR 200.324(c))**

Items 1-5 are the responsibility of the Program Administrator, Federal Compliance Officer, and the Finance Director as the procurement officer.

Section 6: Contract Provisions

Contracts shall include the following provisions and conditions:

1. Contracts for more than the Simplified Acquisition Threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. **(Appendix II Part 200 (A))**
2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the City of Minot including the manner in which it will be affected and the basis for settlement. **(Appendix II Part 200 (B))**
3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b) in accordance with Executive Order 11246. "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339) as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
 - a. Federal assisted construction contract "means any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work."**(Appendix II to Part 200 (C))**
4. All contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public



Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The City of Minot shall report all suspected or reported violations to the Federal awarding agency. **(Appendix II Part 200 (D))**

5. All prime construction contracts in excess of \$2,000 awarded by the City of Minot must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The City of Minot shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The City shall report all suspected or reported violations to the Federal awarding agency. **(Appendix II Part 200(D))**
6. All contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. **(Appendix II Part 200(E))**
7. All contracts and subgrants of amounts in excess of \$150,000, shall contain a provision which requires agreement to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q), and the Federal Water Pollution Control Act as amended (33 USC 1251-1387), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). **(Appendix II Part 200 (G))**



8. A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. **(Appendix II, Part 200 (H))**
9. Contractors applying or bidding for an award of \$100,000 or more must file the required Byrd Anti-Lobbying Amendment certification and ensure each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award. **(Appendix II, Part 200 (I))**
10. Contracts must contain a clause stating contractors will comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. **(2 CFR 200.323 and Appendix II, Part 200 (J))**
11. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. **(2 CFR 200.322 and 2 CFR part 184)**
12. Contracts must contain performance requirements: period of performance - including completion date, penalties for non-performance, and liquidated damages. 81 FR 36557; 78 FR 14344 dated March 5, 2013.
13. Contracts may contain other specific provisions required by the federal awarding agency, where applicable. (See ATTACHMENT B: Federal Transit Administration Matrix and Compliance with Buy America)



Contract provisions are the primary responsibility of the Program Administrator, Department Head, Engineer and Finance Director as the procurement officer.

Section 7: Contract Administration

1. The City of Minot shall maintain contract administration systems that ensure contractors/firms perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders. The accepted performance of contractors/ firms will be a factor in subsequent contract negotiations and award. Remedial action by the City of Minot through legal processes shall be considered in instances of identified significant nonperformance. **(City of Minot Contractor Monitoring Plan and 2 CFR 200.318 (b))**
2. The City of Minot will be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to source evaluation, protests, disputes, and claims. These standards will not relieve the City of any contractual responsibilities under its contracts. Federal agencies will not substitute their judgment for that of the City's unless the matter is primarily a Federal concern. Violations of law will be referred to the local, State, or Federal authority having proper jurisdiction. **(2 CFR 200.318(k))**

Responsibility of the Program Administrator, Department Head, Engineer and Finance Director as the procurement officer (items 1&2). Internal auditors (item 1)

Section 8: Awarding Agency Review

1. The City of Minot will make available, upon request of the awarding agency, technical specifications on proposed procurements where the awarding agency believes such review is needed to ensure the item and/or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the City of Minot desires to have the review accomplished after a solicitation has been developed, the awarding agency may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase. **(2 CFR 200.325 (a))**
2. The City will make available upon request, for the Federal awarding agency or passthrough entity pre-procurement review, procurement documents, such as request for proposals or invitations for bids, or independent cost estimates, when:
 - a. The City's procurement procedures or operation fails to comply with the procurement standards in this part;



- b. The procurement is expected to exceed the Simplified Acquisition Threshold (\$250,000) and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
 - c. The procurement, which is expected to exceed the Simplified Acquisition Threshold (\$250,000), specifies a "brand name" product;
 - d. The proposed contract is more than the Simplified Acquisition Threshold (\$250,000) and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
 - e. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold (\$250,000). **(2 CFR 200.325 (b))**
3. The City will be exempt from the pre-procurement review in paragraph (2) if the Federal awarding agency or pass-through entity determines City procurement systems comply with the standards of this part. **(2 CFR 200.325 (c))**
- a. The City of Minot has self-certified its procurement system. Self-certification does not limit the Federal awarding agency's right to survey the system. The City provided written assurances to the Department of Housing and Urban Development that it complies with procurement standards found in Part 200. The City has cited specific policies, procedures, regulations, or standards as being in compliance with these requirements and has its system available for review. **(2 CFR 200.325 (c))**

Items 1-3 are the responsibility of the Program Administrator, Federal Compliance Officer, and the Finance Director as the procurement officer.

Section 9: Bonding Requirements

Bonding requirements for procurements with federal funds exceeding the Simplified Acquisition Threshold of \$250,000 will include the minimum requirements listed below:

To be submitted with the bidding documents:

- (1) A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified. (2 CFR 200.326(a))**

To be submitted at time of contract award:

- (2) A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one**



executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. (2 CFR 200.326(b))

- (3) A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. (2 CFR 200.326(c).)**

This section is the responsibility of the Program Administrator, Department Head, and the Finance Director as the procurement officer.

Section 10: Protest Procedure

Standardized procedures will be used to process and resolve disputes relating to procurements.

1. Protestors must exhaust all administrative remedies with the City of Minot before pursuing with the awarding agency, and the awarding agency shall be notified of all formal protests.
2. Reviews of protests by the awarding agency will be limited to: violations of Federal law or regulations and the standards of section 2 CFR Part 200, Subpart D. State and local law violations will be investigated by the respective jurisdiction and violations of the City of Minot procedures shall be addressed by City Management. Protests received by the Federal agency outside their scope, will be referred back to the City of Minot.
3. Any person who is aggrieved in connection with the solicitation or award of a contract shall make a protest to the procurement officer.
 - a. Protest with respect to a **solicitation** shall be submitted in writing at least two (2) working days prior to the opening of bids or the closing date for receipt of proposals.
 - b. Protest with respect to the **award** of a contract shall be submitted in writing within ten (10) calendar days after the contract award.
 - c. All protests will be made in accordance with the procedures outlined in ATTACHMENT A.

This section is the responsibility of the Program Administrator, Department Head, and the Finance Director as the procurement officer.



FEDERAL GRANT PROGRAM PROCUREMENT POLICY

ATTACHMENT A

1. Rejection of Bids and Offers

- Any bid or offer that fails to conform to the essential requirements of the invitation for bids (IFB) or request for proposal (RFP) shall be rejected.
- Any bid or offer that does not conform to the applicable specifications or requirements shall be rejected unless the IFB or RFP authorized the submission of alternate bids and the supplies offered as alternates meet the requirements specified in the IFB or RFP.
- Any bid or offer that fails to conform to the delivery schedule or permissible alternates stated in the IFB or RFP shall be rejected.
- A bid or offer shall be rejected when the bidder/offeror imposes conditions that would modify requirements of the invitation or limit the bidder's liability to the City of Minot, since to allow the IFB or RFP to impose such conditions would be prejudicial to other bidders/offerors. For example, bids shall be rejected in which the bidder/offeror
 - i. Protects against future changes in conditions, such as increased costs, if total possible costs to the City of Minot cannot be determined;
 - ii. Fails to state a price and indicates that price shall be price in effect at time of delivery;
 - iii. States a price but qualifies it as being subject to price in effect at time of delivery;
 - iv. When not authorized by the IFB or RFP, conditions or qualifies a bid or offer by stipulating that it is to be considered only if, before date of award, the bidder/offeror receives (or does not receive) award under a separate solicitation;
 - v. Requires that the City of Minot is to determine that the bidder's/offeror's product meets applicable City of Minot specifications; or
 - vi. Limits rights of the City of Minot under any contract clause.
- Any bid/offer may be rejected if the procurement officer determines in writing that it is unreasonable as to price. Unreasonableness of price includes not only the total price of the bid, but the prices for individual line items as well.

- 2. Debarment** - The City of Minot will comply with the provisions of **2 CFR 2424** (government debarment and suspension regulations) by ensuring bids or offers received from any person or concern that is suspended, debarred, proposed for debarment, or declared ineligible as of the bid opening date shall be rejected.



3. Further considerations for sealed bids:

- a. A low bidder may be requested to delete objectionable conditions from a bid provided the conditions do not go to the substance (as distinguished from the form) of the bid, or work an injustice on other bidders. A substance of bid condition affects price, quantity, quality, or delivery of the items offered.
- b. When a bid guarantee is required and a bidder fails to furnish the guarantee in accordance with the requirements of the invitation for bids.
- c. Low bids received from concerns determined to be not responsible shall be rejected.
- d. After submitting a bid, if all of a bidder's assets or that part related to the bid are transferred during the period between the bid opening and the award, the transferee may not be able to take over the bid/offer. Accordingly, the procurement officer shall reject the bid unless the transfer is affected by merger, operation of law.
- e. Notification: Any bid or offers that are rejected or otherwise excluded from the competitive range shall be notified promptly in writing by the procurement officer. The notice shall state the basis for the determination and that a proposal revision will not be considered.
- f. Record Keeping: The originals of all rejected bids/offers, and any written findings with respect to such rejections, shall be preserved with the papers relating to the acquisition.

4. Solicitation and Award Protest Procedures: The following procedures are established to resolve agency protests effectively, to build confidence in the City's procurement system, and to reduce protests outside of the City of Minot:

- a. Protests shall be concise and logically presented to facilitate review by the City of Minot. Failure to substantially comply with policy requirements may be grounds for protest dismissal.
- b. Protests shall include the following information:
 - i. Name, address, and telephone number (fax if applicable) of the protester.
 - ii. Solicitation or contract number.
 - iii. Detailed statement of legal and factual grounds for the protest, to include a description of resulting prejudice to the protester.
 - iv. Copies of relevant documents.
 - v. Request for a ruling by [*city, town, county, organization*].
 - vi. Statement as to the form of relief requested.
 - vii. All information establishing the protester as an interested party for the purpose of filing a protest.
 - viii. All information establishing the timeliness of the protest.



- c. All protests filed directly with the City of Minot will be addressed to the procurement officer or other official designated to receive protests.
- d. Interested parties may request an independent review of their protest as an appeal of the procurement officer's decision on a protest. The City of Minot shall designate the official(s) who are to conduct this independent review.
- e. Protests based on alleged improprieties in a solicitation shall be filed two (2) working days before the advertised opening of sealed bid or the closing date for receipt of proposals. In all other cases, protests shall be filed no later than ten (10) calendar days after the basis of protest is known or should have been known, whichever is earlier. The agency, for good cause shown, or where it determines that a protest raises issues significant to the City of Minot's procurement system, may consider the merits of any protest which is not timely filed.

5. Action upon receipt of protest:

- a. The City of Minot shall in all instances disclose information regarding the protest to the awarding agency.
- b. Upon receipt of a protest before award, a contract may not be awarded, pending the City of Minot's resolution of the protest, unless contract award is justified, in writing, for urgent and compelling reasons or is determined, in writing, to be in the best interest of the City of Minot. Such justification or determination shall be approved at a level above the contracting officer, or by another official pursuant to agency procedures.
- c. If award is withheld pending the City of Minot's resolution of the protest, the procurement officer will inform the bidders or offerors whose bids or offers might become eligible for award of the contract. If appropriate, the bidders or offerors should be requested, before expiration of the time for acceptance of their bids or offers, to extend the time for acceptance to avoid the need for resolicitation. In the event of failure to obtain such extension of bids or offers, consideration should be given to proceeding with award pursuant to paragraph (3)(1) of this section.
- d. Upon receipt of a protest within 10 days after contract award or within 5 days after a debriefing date offered to the protester under a timely debriefing request in accordance with competitive proposals debriefing procedure (below), the procurement officer shall immediately suspend performance, pending resolution of the protest within the agency, including any review by an independent higher level official, unless continued performance is justified, in writing, for urgent and compelling reasons or is determined, in writing, to be in the best interest of the City of Minot. Such justification or determination shall



be approved at a level above the procurement officer, or by another official pursuant to agency procedures.

- e. The City of Minot shall make their best efforts to resolve protests within thirty-five (35) days after the protest is filed. To the extent permitted by law and regulation, the parties may exchange relevant information.
- f. The City of Minot protest decisions shall be well-reasoned, and explain the City of Minot's position. The protest decision shall be provided to the protester using a method that provides evidence of receipt.

6. Competitive Proposal Debriefing Procedure:

- a. An offeror, upon its written request received by the agency within three (3) working days after the date on which that offeror has received a notification to of award, shall be debriefed and furnished the basis for the selection decision and contract award.
- b. To the maximum extent practicable, the City of Minot will conduct the debriefing within five (5) working days after receipt of the written request.
- c. Debriefings of successful and unsuccessful offerors may be done orally, in writing, or by any other method acceptable to the procurement officer.
- d. The procurement officer should normally chair any debriefing session held. Individuals who conducted the evaluations shall provide support.
- e. At a minimum, the debriefing information shall include
 - i. The City of Minot's evaluation of the significant weaknesses or deficiencies in the offeror's proposal, if applicable;
 - ii. The overall evaluated cost or price (including unit prices), and technical rating, if applicable, of the successful offeror and the debriefed offeror, and past performance information on the debriefed offeror;
 - iii. The overall ranking of all offerors, when any ranking was developed by the agency during the source selection;
 - iv. A summary of the rationale for award;
 - v. For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror;
 - vi. Reasonable responses to relevant questions about whether source selection procedures contained in the solicitation, applicable regulations, and other applicable authorities were followed.
- f. The debriefing shall not include point-by-point comparisons of the debriefed offeror's proposal with those of other offerors. Moreover, the debriefing shall not reveal any information concerning:
 - i. Trade secrets;



- ii. Privileged or confidential manufacturing processes and techniques;
 - iii. Commercial and financial information that is privileged or confidential, including cost breakdowns, profit, indirect cost rates, and similar information;
 - iv. The names of individuals providing reference information about an offeror's past performance.
- g. An official summary of the debriefing shall be included in the contract file.



FEDERAL GRANT PROGRAM PROCUREMENT POLICY

ATTACHMENT B

Federal Transit Administration Contract Provision Matrix and Compliance with Buy America



PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER -- MATRICES

A. THIRD PARTY CONTRACT PROVISIONS

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding \$2,000)

PROVISION	COMMENTS	MASTER AGREEMENT REFERENCE (based on FA MA(30) 11-2-2022)
All FTA Assisted Third Party Contracts and Subcontracts		
No Federal Government Obligations to Third Parties (Use of Disclaimer)		§ 3(l)
False or Fraudulent Statements or Claims – Civil and Criminal Fraud		§ 4.e
Access to Third Party Contract Records		§ 16.s
Changes to Federal Requirements		§ 3.j.(1)
Equal Employment Opportunity (except special DOL construction clause))		§ 12
Disadvantaged Business Enterprises (DBEs)	Contract awarded on the basis of a bid/proposal offering to use DBEs.	§ 12.e
Incorporation of FTA Terms	Per FTA C 4220.1F.	§ 16.d
Prompt Payment		49 CFR 26.29
Prohibition on Certain Telecommunications Equipment		2 CFR 200.216 FAR 52.204-24
Awards Exceeding \$10,000		
Terminations		§ 11 and § 16.d.(2)
Debarment and Suspension	Awards exceeding \$25,000	§ 4.h
Notice to FTA and U.S. DOT Inspector General of waste, fraud, abuse...	Awards exceeding \$25,000	§ 39(b)
Lobbying	Awards exceeding \$100,000	§ 4.c and § 16.d(8)
Awards Exceeding the Simplified Acquisition Threshold (\$250,000)		
Resolution of Disputes, Breaches, or Other Litigation		§ 39
Awards Exceeding \$150,000 by Statute		
Clean Air	42 U.S.C. 7401-7671q.	§ 16.d.(7)
Clean Water	33 U.S.C 1251-1387	§ 16.d.(7)
Buy America	When tangible property or construction will be acquired. The threshold for applicability is no longer tied to the simplified acquisition threshold. It is statutorily fixed in 49 U.S.C. §5323(j)(13).	§ 15.a and b

Note: The Special EEO Clause for Construction is now shown on next page under "Construction Activities" for all contracts.



PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER — MATRICES

– THIRD PARTY CONTRACT PROVISIONS (Continued)

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding \$2,000)

PROVISION	COMMENTS	MASTER AGREEMENT REFERENCE (based on FA MA(30) 11-2-2022)
Transport of Property or Persons		
Cargo Preference	When acquiring property suitable for shipment by ocean vessel.	§ 15.c
Fly America	When property or persons are transported by air between U.S. and foreign destinations, or between foreign locations.	§ 15.d
Construction Activities		
Construction Employee Protections – Davis-Bacon Act	For contracts exceeding \$2,000.	§ 16.d.(4)
Construction Employee Protections – Contract Work Hours & Safety Standards Act	For contracts exceeding \$100,000. OMB Office of Federal Financial Management has not adopted the FAR clause 2.101 \$150,000 simplified acquisition threshold standard.	§ 16.d.(5)
Construction Employee Protections – Sec. 1 Copeland Anti-Kickback Act – Sec. 2 Copeland Anti-Kickback Act	All contracts All construction contracts exceeding \$2,000.	§ 16.d.(4)
Special EEO Provision for Construction	All construction contracts	§ 16.d.(3)
Bonding for Construction Activities Exceeding \$250,000	5% bid guarantee bond. 100% performance and payment bond.	§ 16.n
Seismic Safety	Construction contracts for new buildings or for existing buildings.	§ 23.b
Veterans Preference	All construction contracts	16.u
Non-construction Activities		
Nonconstruction Employee Protection – Contract Work Hours & Safety Standards Act	For all turnkey, rolling stock, and operational contracts (except transportation services contracts and open market contracts) exceeding \$100,000. OMB Office of Federal Financial Management has not adopted the FAR clause 2.101 \$150,000 simplified acquisition threshold standard.	§ 24.b
Transit Operations		
Transit Employee Protective Arrangements		§ 24.d
Charter Bus Operations		§ 28
School Bus Operations		§ 29
Drug Use and Testing	Safety sensitive functions.	§ 35.b
Alcohol Misuse and Testing	Safety sensitive functions.	§ 35.b



PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER—MATRICES

A. THIRD PARTY CONTRACT PROVISIONS (Continued)

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding \$2,000)

PROVISION	COMMENTS	MASTER AGREEMENT REFERENCE (based on FA MA(30) 11-2-2022)
Planning, Research, Development, and Demonstration Projects		
Patent Rights		§ 17
Rights in Data and Copyrights		§ 18
Special Notification Requirements for States		
Special Notification Requirement for States		§ 37
Miscellaneous Special Requirements		
Energy Conservation	All Contracts	§ 26
Recycled Products	Contracts when procuring \$10,000 or more per year of items designated by EPA.	§ 16.d.(10)
Prohibition on Certain Telecommunications Equipment	All Contracts	2 CFR 200 Appendix II 2 CFR 200.216
Conformance with National ITS Architecture	Contracts and solicitations for ITS projects.	§ 16.I
ADA Access	Contracts for rolling stock or facilities construction/renovation.	§ 12.h
Assignability Clause	Procurements through assignments ("piggybacking").	§ 16.a, which incorporates FTA circular 4220.1



PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER—MATRICES

B. APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding \$2,000)

TYPE OF PROCUREMENT					
PROVISION	Professional Services/A&E	Operations/ Management	Rolling Stock Purchase	Construction	Materials & Supplies
No Federal Government Obligations to Third Parties (by Use of a Disclaimer)	All	All	All	All	All
False Statements or Claims Civil and Criminal Fraud	All	All	All	All	All
Access to Third Party Contract Records	All	All	All	All	All
Changes to Federal Requirements	All	All	All	All	All
Termination	>\$10,000	>\$10,000	>\$10,000	>\$10,000	>\$10,000
Equal Employment Opportunity except Special DOL EEO clause for construction projects)	All	All	All	All	All
Special DOL EEO clause for construction projects				>\$10,000	
Disadvantaged Business Enterprises (DBEs)	All	All	All	All	All
Incorporation of FTA Terms	All	All	All	All	All
Debarment and Suspension	>\$25,000	>\$25,000	>\$25,000	>\$25,000	>\$25,000
Buy America			>\$150,000	>\$150,000	>\$150,000
Resolution of Disputes, Breaches, or Other Litigation	>\$250,000	>\$250,000	>\$250,000	>\$250,000	>\$250,000
Lobbying	>\$100,000	>\$100,000	>\$100,000	>\$100,000	>\$100,000
Clean Air	>\$150,000	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Clean Water	>\$150,000	>\$150,000	>\$150,000	>\$150,000	>\$150,000
Cargo Preference			Transport by ocean vessel.	Transport by ocean vessel.	Transport by ocean vessel.
Fly America	Foreign air transp. /travel.	Foreign air transp. /travel.	Foreign air transp. /travel.	Foreign air transp. /travel.	Foreign air transp. /travel.
Notice to FTA and U.S. DOT Inspector General of Information Related to Fraud, Waste, etc.	\$25,000 or More. Prime and Subs	\$25,000 or More. Prime and Subs	\$25,000 or More. Prime and Subs	\$25,000 or More. Prime and Subs	\$25,000 or More. Prime and Subs
Prompt Payment	All	All	All	All	All



PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER—MATRICES

B. APPLICABILITY OF THIRD PARTY CONTRACT PROVISIONS (Continued)

(excluding micro-purchases, except Davis-Bacon requirements apply to construction contracts exceeding \$2,000)

TYPE OF PROCUREMENT					
PROVISION	Professional Services/A&E	Operations/ Management	Rolling Stock Purchase	Construction	Materials & Supplies
Davis-Bacon Act				>\$2,000 (also ferries).	
Veterans Preference				>\$150,000	
Contract Work Hours and Safety Standards Act		>\$250,000 (transportation services excepted).	>\$250,000	>\$250,000 (also ferries).	
Copeland Anti-Kickback Act Section 1 Section 2				All > \$2,000 (also ferries).	
Bonding				>\$250,000	
Seismic Safety	A&E for new buildings & additions.			New buildings & additions.	
Transit Employee Protective Arrangements		Transit operations.			
Charter Service Operations		All			
School Bus Operations		All			
Drug Use and Testing		Transit operations.			
Alcohol Misuse and Testing		Transit operations.			
Patent Rights	R & D				
Rights in Data and Copyrights	R & D				
Energy Conservation	All	All	All	All	All
Recycled Products		EPA-selected items \$10,000 or more annually.		EPA-selected items \$10,000 or more annually.	EPA-selected items \$10,000 or more annually.
Seat Belt Use	All	All	All	All	All
Distracted Driving	All	All	All	All	All
Conformance with ITS National Architecture	ITS projects.	ITS projects.	ITS projects.	ITS projects.	ITS projects.
ADA Access	A&E	All	All	All	All
Notification of Federal Participation for States	Limited to States.	Limited to States.	Limited to States.	Limited to States.	Limited to States.
Prohibition on Certain Telecommunications Equipment	All	All	All	All	All



PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER—MATRICES

C. CERTIFICATIONS, REPORTS, AND FORMS

CERTIFICATIONS, REPORTS, AND FORMS	COMMENTS	REGULATORY REFERENCE
Bus Testing Certification	All procurements of new model transit buses and vans and existing models being modified with major changes.	49 CFR Part 665
TVM Certifications	All rolling stock procurements.	49 CFR Part 26
Buy America Certification	Procurements of steel, iron, manufactured products and construction materials exceeding \$150,000.	49 CFR Part 661
Preaward Review	FTA Annual Certification for any rolling stock procurement.	49 CFR Part 663
Preaward Buy America Certification	Rolling stock procurements exceeding \$150,000.	49 CFR Part 663
Preaward Purchaser's Requirement	All rolling stock procurements.	49 CFR Part 663
Post Delivery Review	FTA Annual Certification for any rolling stock procurement.	49 CFR Part 663
Post Delivery Buy America Certification	Rolling stock procurements exceeding \$150,000.	49 CFR Part 663
Post Delivery Purchaser's Requirement	All rolling stock procurements to the extent required by Federal law and regulations.	49 CFR Part 663
On-Site Inspector's Report	Rolling Stock except for procurements of: - 10 or fewer vehicles; - 20 or fewer vehicles serving rural (other than urbanized) areas or urbanized areas or 200,000 people or fewer; - any amount of primary manufactured standard production and unmodified vans that after visual inspection and road testing meet the contract specifications.	49 CFR Part 663
Federal Motor Vehicle Safety Standards - Preaward and Post Delivery Reviews	Motor vehicle procurements (49 CFR 571).	49 CFR Part 663
Lobbying	Procurements exceeding \$100,000.	49 CFR Part 20 OMB Office of Federal Financial Management has not adopted FAR 2.101 \$150,000 simplified acquisition threshold standard.
Standard Form LLL and Quarterly Updates (when required)	Procurements exceeding \$100,000 where contractor engages in lobbying activities.	49 CFR Part 20 OMB Office of Federal Financial Management has not adopted FAR 2.101 \$150,000 simplified acquisition threshold standard.



PROVISIONS, CERTIFICATIONS, REPORTS, FORMS, AND OTHER—MATRICES

D. OTHER MATTERS

OTHER MATTERS	COMMENTS	STATUTORY OR REGULATORY REFERENCES
Contract Administration System		2 CFR § 200.318(b)
Record of Procurement History		2 CFR § 200.318(i)
Protest Procedures		2 CFR § 200.318(k)
Selection Procedures		2 CFR § 200.320 b.
Cost/Price Analysis		2 CFR § 200.324
Justification for Noncompetitive Awards	If Applicable.	2 CFR § 200.320 c.
No Excessive Bonding Requirements		2 CFR § 200.319(b) (2)
No Exclusionary Specifications		2 CFR § 200.319(d) (1)
No Geographic Preferences	Except for A&E Services	42 CFR § 200.319 c.



Compliance with Buy America

BUY AMERICA

These requirements apply to contracts over \$150,000 if they involve the purchase of iron, steel, manufactured goods, or rolling stock.

- Contractor shall comply with 49 U.S.C. 5323(j) and 49 CFR part 661, which provide that federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 CFR § 661.11. The contractor must submit to the City the appropriate Buy America certification with its offer. Offers that are not accompanied by a completed Buy America certification will be rejected as non-responsive.
- Build America, Buy America Act: Construction and construction materials used in FTA-funded projects are subject to the domestic preference requirement of the Build America, Buy America Act, Pub. L. 117-58, div. G, tit. IX, §§ 70911 – 70927 (2021), as implemented by the U.S. Office of Management and Budget's "Buy America Preferences for Infrastructure Projects," 2 CFR Part 184. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) or a finding under § 70914(b). In accordance with 2 CFR § 184.2(a), the Recipient shall apply the standards of 49 CFR Part 661 to iron, steel, and manufactured products.

ROLLING STOCK LIMITATIONS

These requirements apply to contracts for the purchase of rolling stock.

Contractor and its subcontractors must comply with the limitation on certain rolling stock procurements at 49 U.S.C. § 5323(u), prohibiting the procurement of rolling stock from specified manufacturers for public transportation use.

PRE-AWARD & POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

These requirements apply to contracts for the purchase of rolling stock.

Contractor shall comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 CFR part 663. Contractor shall comply with the Buy America certification(s) submitted with its offer. Contractor shall participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 CFR part 663 and related FTA guidance.



BUY AMERICA CERTIFICATION

This certification applies to contracts over \$150,000 if they involve the purchase of iron, steel, manufactured goods, or rolling stock. Offers that do not include this completed certification, if applicable, will be rejected as nonresponsive.

If this Offer is valued in excess of \$150,000 and involves the procurement of steel, iron, or manufactured products (as defined in 49 CFR §§ 661.3 and 661.5), the Proposer hereby certifies that it:

- ☐ Will comply with the requirements of 49 U.S.C. § 5323(j)(1) and the applicable regulations in 49 CFR part 661;

OR

- ☐ Cannot comply the requirements of 49 U.S.C. § 5323(j) (and 49 CFR part 661) but may qualify for an exception to the requirements pursuant to 49 U.S.C. § 5323(j)(2), as amended, and the applicable regulations in 49 CFR § 661.7.

If this Offer is valued in excess of \$150,000 and involves the procurement of buses or other rolling stock (including associated equipment), the Proposer hereby certifies that it:

- ☐ Will comply with the requirements of 49 U.S.C. § 5323(j) and the applicable regulations of 49 CFR § 661.11;

OR

- ☐ Cannot comply with the requirements of 49 § U.S.C. 5323(j) (and 49 CFR § 661.11), but may qualify for an exception to the requirements consistent with 49 U.S.C. § 5323(j)(2)(C), as amended, and the applicable regulations in 49 CFR § 661.7.

The Proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification. In addition, the Proposer understands and agrees that the provisions of 31 U.S.C. §§ 3801 et al. are applicable to this certification.

Company: _____

Name/Title: _____

Signature: _____

Date: _____



TO: Mayor Ross
Members of the City Council

FROM: Kelli Kronschnabel, Fire Chief

DATE: April 7, 2025

**SUBJECT: MINOT RURAL FIRE DEPARTMENT AUTO AID AGREEMENT -
UPDATE**

I. RECOMMENDED ACTION

It is recommended City Council authorize the Mayor to sign the updated Auto Aid agreement between the Minot Rural Fire Department and the Minot Fire Department.

II. DEPARTMENT CONTACT PERSONS

Kelli Kronschnabel, Fire Chief, 701-857-3000

III. DESCRIPTION

A. Background

In 2017, MFD entered into an auto aid agreement with the Minot Rural Fire Department for emergencies identified in both jurisdictions that would require the need for assistance from the other department. Under the auto-aid agreement these emergencies wouldn't require a request from the agencies but would be automatically dispatched to assist. This will save time, which is critical during the identified emergencies and structures.

B. Proposed Project

This update adds the following to our agreement:

MFD 2nd or 3rd Alarm: This agreement shall apply to any declared working fire to provide coverage from MRFD for any other emergencies within MFD's jurisdiction.

C. Recommendation Detail

The Fire Chief is asking the Council to authorize the Mayor to sign the updated Auto Aid agreement between the Minot Rural Fire Department and the Minot Fire Department. An auto aid agreement is a document that spells out which areas within the two jurisdictions and under what circumstances that both agencies will be dispatched to the emergency simultaneously. This document has been reviewed by the Minot City Attorney.

IV. IMPACT

A. Aspirations

Safe and Welcoming

B. Service/Delivery Impact:

This update will enable automatic assistance from the Minot Rural Fire Department if all of our personnel are already responding to an emergency. Since other emergencies can arise at any time, having a faster way to deploy additional personnel is crucial to ensuring that our citizens receive timely fire protection without delay.

C. Fiscal Impact

Project Costs

Project Funding

VI. ALTERNATIVES

The council could choose to leave the agreement without the additional request for personnel under a 2nd and 3rd alarm.

AUTOMATIC AID AGREEMENT

This AUTOMATIC AID AGREEMENT ("Agreement") is entered into this _____ day of _____, 2025 by and between the City of Minot and the Minot Rural Fire Departments.

1. **Auto Aid Criteria** - This Agreement shall only apply to the specific type(s) of incidents or specific following location(s) in which the City of Minot Fire Department (MFD) and the Minot Rural Fire Department (MRFD) will provide automatic dual response:
 - a. All Seasons Arena/State Fairgrounds: This Agreement shall apply to any emergency incident that occurs at the All Seasons Arena/North Dakota State Fairgrounds. For purposes of this subsection only, "emergency incident" shall mean any incident where the first response is provided by MFD and MRFD, including but not necessarily limited to, structure fires, requests for emergency medical services; investigation of hazardous materials; smoke or odor investigations; and motor vehicle accidents (with or without injuries).
 - b. Highway 83 Bypass: This Agreement shall apply to any injury motor vehicle accident that occurs within MFD's jurisdiction or MRFD's jurisdiction on the Highway 83 Bypass.
 - c. City Landfill: This Agreement shall apply to any emergency incident where the first response is provided by MFD or MRFD, including but not necessarily limited to, structure fires, requests for emergency medical services; investigation of hazardous materials; smoke or odor investigations; and motor vehicle accidents (with or without injuries).
 - d. Minot Milling: This Agreement shall apply to any fire that occurs at Minot Milling.
 - e. City of Minot Wildland Fires: This Agreement shall apply to any wildland fire that occurs within MFD's jurisdiction.
 - f. MFD 2nd or 3rd Alarm: This agreement shall apply to any declared working fire to provide coverage from MRFD for any other emergencies within MFD's jurisdiction.
2. **Situations Where Aid is Provided.** All calls for fire and emergency medical services as specifically described in Section (1) shall result in an automatic, simultaneous response from both MFD and MRFD. To accomplish this, the Minot Communications Center shall simultaneously dispatch both MFD and MRFD. This Automatic Aid Agreement shall be in effect 24 hours a day, seven days a week.
3. **No Reimbursement for Costs.** No party in this Agreement shall be required to reimburse any other party for the cost of providing the services set forth in the Dual Response and/or Automatic Aid sections of this Agreement. Each party shall pay its own costs for responding to the incidents as described in Section (1) of this Agreement.
4. **Personnel and Equipment.** MFD and MRFD shall establish a written response plan regarding the deployment of personnel and equipment in responding to incidents described in Section (1) of this Agreement. The written response plan is attached to this Agreement as Exhibit 1 and is incorporated into this Agreement by reference. Any other required personnel and/or equipment will be determined by the

incident Commander in his or her sole discretion. If first arriving responders determine that they can handle the incident with their own available resources, then they shall return the still responding units.

5. Liability/Indemnification.

- a. **Workforce Safety Coverage.** Each entity will be responsible for its own actions and those of its employees or volunteers. Each entity is responsible for complying with North Dakota's workforce safety rules. Each entity should understand that workforce safety coverage does not automatically extend to volunteers. Each entity may obtain workforce safety coverage for any volunteer at its discretion.
- b. **Liability Insurance Coverage.** Each entity is responsible for its own actions. Each entity agrees to obtain public liability insurance coverage with at least a \$250,000.00 per person and \$1,000,000.00 per occurrence combined single limit and coverage by a policy with an insurance company licensed to do business in North Dakota, (1) by being a qualified self-insured, or (2) by being a member of a group self-insurance association. Each entity is responsible for complying with the motor vehicle financial responsibility laws of the State of North Dakota. Each party agrees to obtain automobile liability coverage with at least a \$250,000.00 per person and \$1,000,000.00 per occurrence combined single limit and coverage extended to owned, non-owned, and hired vehicles by a policy with an insurance company licensed to do business in North Dakota, (1) by being a qualified self-insured, or (2) by being a member of a group self-insurance association.
- c. **General Liability, Public Officials Liability.**
 1. Each entity is responsible for its own actions.
 2. For the purposes of North Dakota Century Code (NDCC 32-12.1 Governmental Liability) only, the employees and officers of the assisting entity are deemed to be employees (NDCC 32-12.1-02(3)) of the requesting entity.
 3. Under no circumstance, however, shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits on liability established in NDCC 32-12.1, applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for any party.
6. The execution of this Agreement shall not give rise to any liability or responsibility for failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.
7. **Effective Date.** This Agreement shall become effective when approved and executed by each Party. The Agreement shall remain in effect between the Parties until this Agreement is terminated.
8. **Termination.** Either party may withdraw from this Agreement by giving sixty (60) days written notice to the other party by certified mail.

*City of Minot - Minot Rural Fire Department
Automatic Aid Agreement*

9. **Amendments.** This Agreement may not be changed, except in a writing signed by both Parties.
10. **Severability.** If any term of this Agreement is declared to be illegal or unenforceable by a court having competent jurisdiction, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the parties are to be construed and enforced as if this Agreement did not contain that term.
11. **Notices.** All notices required herein shall be deemed to be properly served if sent by regular, certified or registered mail, postage prepaid, to the last address previously furnished by the parties hereto or through electronic payment or confirmed electronic notification. Until hereafter changed by the parties, in writing, notice shall be addressed as follows:

City: City of Minot
Attn: Fire Chief
PO Box 5006
Minot, ND 58702-5006

MRFD: Minot Rural Fire Department
Attn: Fire Chief
400 31st Ave SW
Minot, ND 58701

The date of service of such notice shall be the date such notice is deposited in a post office of the U.S. Post Office Department, or the date such notice is confirmed received by the receiving party via electronic notification.

12. **Prior Agreements.** This Agreement supersedes any other previous Agreements, either written or verbal, that may have existed to define the response of the two fire departments in this area.
13. **Applicable Law.** This agreement shall be governed by and interpreted according to North Dakota law. The appropriate venue and jurisdiction for any litigation hereunder shall be in a court located in Ward County, North Dakota.

CITY OF MINOT

By: _____
Tom Ross, Mayor

By: _____
Mikayla McWilliams, City Clerk

MINOT RURAL FIRE DEPARTMENT

By: _____
Terry Quinlen, Board President

By: _____
Rex Weltikol, Fire Chief



TO: Mayor Ross
Members of the City Council

FROM: Chris Plank, NDR Program Administrator

DATE: April 7, 2025

SUBJECT: CDBG WEB SITE POLICY AND PROCEDURES

I. RECOMMENDED ACTION

It is recommended City Council authorize the Mayor to sign the updated CDBG Website Policy and Procedures.

II. DEPARTMENT CONTACT PERSONS

Chris Plank, NDR Program Administrator, 701-857-1553

III. DESCRIPTION

A. Background

The City of Minot is to maintain a website dedicated to communicating information to its citizens about the Community Disaster Block Grant (CDBG) programs. Procedures shall meet the applicable Federal grant requirements and be designed for ease of use by users.

B. Proposed Project

The City's CDBG website is an information portal about flood recovery services and related to HUD grants. It is intended to empower citizens and business partners by providing timely access to relevant information and enabling residents to participate in the award/ grant process. Content updates will be performed as information is approved, and the material will be organized by logical groups.

C. Recommendation Detail

Staff recommends the Council to approve and authorize the Mayor to sign the updated CDBG Website Policy and Procedures.

IV. IMPACT

A. Aspirations

This meets the Council's aspiration of being Excellent and Connected.

B. Service/Delivery Impact:

Providing updated information allows the public to keep informed on any updates or changes approved regarding the CDBG programs.

C. Fiscal Impact

The CDBG program is funded through CDBG-DR, NDR and Entitlement Grants.

Project Costs

There are no costs for updating the policy and procedures.

VI. ALTERNATIVES

HUD requires certain information to be made public for residents. If the Council chooses not to authorize the website policy and procedures, it may result in a "finding" if audited by HUD and/or the City's Internal Auditor.



Community Development Block Grant (CDBG) Web site Policy & Procedures

Section 1: Purpose

The City of Minot's policy is to maintain a comprehensive website for communicating information to its citizens about the Community Development Block Grant (CDBG) programs, including Entitlement, Disaster Recovery (DR) and the National Disaster Resilience competition (NDR). Procedures shall meet applicable Federal grant requirements and be designed for ease of use by visitors.

Section 2: Introduction

1. The comprehensive website shall be featured and linked from the City's homepage at <http://www.minotnd.gov> to the dedicated CDBG section.
2. The City's CDBG website is an information portal about flood recovery services and related Department of Housing and Urban Development's (HUD) grants. It is intended to empower citizens and business partners by providing timely access to relevant information and enabling the involvement in the disaster/grant award process.
3. The content and design are guided by CDBG rules, statutes, waivers, and alternative requirements as referenced in the Federal Registers.

Section 3: Responsibility

1. The Information Technology (IT) department will organize and maintain the site (Sec 4).
2. The Finance Department, Public Information Office (PIO) and IT Department will upload required content to site (Sec 4).
3. The Internal Auditor will review the site on a quarterly basis.

Sec 4: Content and Links:

The City of Minot's CDBG website will contain mandatory items coupled with additional information that may enhance understanding or provide additional resources for citizens. Content updates will be performed as information is approved and the material will be organized in logical groupings that include the following:

1. Disaster Recovery Grant Reporting (DRGR) system Quarterly Performance Reports (QPR) for activities described in the Action Plan/Program Administrator reports.
2. Action Plans (including DRGR) and Information Disbursement & Information System (IDIS) and sequentially numbered Amendments.
3. City Council approved CDBG policies, including (Grant) procurement.
4. Status of goods & services being procured and funded by CDBG.

5. Copies of required contracts procured directly by the City of Minot.
6. Summary of procured contracts procured directly by the City of Minot (Contract Reporting Template).
7. Citizen Participation Plan.
8. City of Minot Disaster Recovery Office contact information.
9. How to request information in accessible formats.
10. Link to HUD website.

Signature

Date

Mark Jantzer
President
Minot City Council



TO: Mayor Ross
Members of the City Council

FROM: Jesse Hoffart, Project Manager

DATE: April 7, 2025

**SUBJECT: TREE REMOVAL FOR 16TH ST SW RECONSTRUCT - FINAL
PAYMENT (4780)**

I. RECOMMENDED ACTION

It is recommended City Council approve the final payment to DL Barkie Construction, Inc. in the amount of \$53,740.00.

II. DEPARTMENT CONTACT PERSONS

Jesse Hoffart, Project Manager, 701-857-4117
Lance Meyer, City Engineer, 701-857-4100

III. DESCRIPTION

A. Background

Projects partially funded by NDDOT must follow certain environmental regulations. One of these regulations is that trees, a potential habitat for the Northern Long-eared Bat, must be removed outside the timeframe that the bat may be inhabiting the trees. Because the 16th St SW Reconstruct project is using federal funds, it must also follow these regulations. The 16th St SW Reconstruction taking place in 2025 had many trees that fit this criteria, and needed to be removed before March 31st, 2025.

B. Proposed Project

This project was organized to have the aforementioned trees removed. They were removed as of March 7th, 2025. During tree removal, eight additional trees were added to the quantities to reflect the actual total removed from the site.

C. Recommendation Detail

On December 18, 2024, a Request for Quotes (RFQ) was sent out to several contractors in Minot and the surrounding area. Four quotes were received. DL Barkie Construction, Inc submitted the lowest quote with a proposed cost of \$47,740.00. Council approved awarding the contract to DL Barkie on January 21, 2025. Now that the work is finished, final payment to DL Barkie is required.

IV. IMPACT

A. Aspirations

Excellent and Connected - City staff proposed this project so that City infrastructure can be improved using federal grant money, and at a lessened cost to citizens of Minot.

B. Service/Delivery Impact:

This project was necessary to comply with the federal grant guidelines and could slightly speed up the overall timeline of the 16th St SW Reconstruct, which is slated to begin in 2025.

C. Fiscal Impact

Project Costs

Initial Contract Amount	\$ 47,740.00
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Final Construction Cost	\$ 53,740.00
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Project Funding

2022400003.41038000.57200 Capital
Infrastructure

VI. ALTERNATIVES

N/A

Contractor's Application for Payment

Owner:	City of Minot	Owner's Project No.:	4780
Engineer:	City Engineer	Engineer's Project No.:	4780
Contractor:	DL Barkie Construction, Inc.	Contractor's Project No.:	
Project:	16th St SW Tree Removals		
Contract:	16th St SW Tree Removals		
Application No.:	1 - Final	Application Date:	3/17/2025
Application Period:	From 2/3/2025 to 3/10/2025		

1. Original Contract Price	\$ 47,740.00
2. Net change by Change Orders	\$ 6,000.00
3. Current Contract Price (Line 1 + Line 2)	\$ 53,740.00
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 53,740.00
5. Retainage	
a. 0% X \$ 53,740.00 Work Completed	\$ -
b. X \$ - Stored Materials	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 53,740.00
6. Amount eligible to date (Line 4 - Line 5.c)	\$ -
7. Less previous payments (Line 6 from prior application)	\$ 53,740.00
8. Amount due this application	\$ -
9. Balance to finish, including retainage (Line 3 - Line 4)	\$ -

Contractor's Certification

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

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

Contractor:	<u>DL Barkie Construction Inc.</u>	
Signature:	<u>[Signature]</u>	Date: <u>3-18-2025</u>
Recommended by Engineer	Approved by Owner	
By: <u>[Signature]</u>	By: <u>[Signature]</u>	
Title: <u>Project Manager</u>	Title: <u>City Engineer</u>	
Date: <u>3/20/2025</u>	Date: <u>4/1/2025</u>	



TO: Mayor Ross
Members of the City Council

FROM: Stefanie Stalheim, City Attorney
David Lakefield, Finance Director
Harold Stewart, City Manager

DATE: April 7, 2025

SUBJECT: JOINT POWERS AGREEMENT WITH MINOT PARK DISTRICT

I. RECOMMENDED ACTION

It is recommended City Council approve and authorize the Mayor to sign the attached joint powers agreement.

II. DEPARTMENT CONTACT PERSONS

Stefanie Stalheim, City Attorney, 701-857-4190
David Lakefield, Finance Director, 701-857-4774
Harold Stewart, City Manager, 701-857-4721

III. DESCRIPTION

A. Background

A special election will be held on June 3, 2025 for the voters to consider approval of a 1/2 cent sales tax dedicated to the Minot Park District. If approved, the sales tax will be implemented starting October 1, 2025. The Minot Park District plans to use the funds to finance an indoor turf facility, future projects, and general operations. The Minot Park District also stated it would reduce its property tax cap to 26 mills if the sales tax is approved.

B. Proposed Project

The attached joint powers agreement addresses logistics regarding the special election and administration of the sales tax, should the voters and Council approve the same.

C. Recommendation Detail

The attached joint powers agreement was drafted by City and Park District staff and they both recommend approval.

IV. IMPACT

A. Aspirations

Executing the joint powers agreement aligns with the City's 'resilient and prepared' aspiration because it addresses how the election will be financed and establishes a framework for administration of the tax if it is approved.

B. Service/Delivery Impact:
N/A

C. Fiscal Impact

City and Park District staff and counsel drafted the joint powers agreement. Fiscal impact is limited to staff time.

Project Costs

City and Park District staff time.

Project Funding

City and Park District staff time.

VI. ALTERNATIVES

JOINT POWERS AGREEMENT
CITY OF MINOT AND MINOT PARK DISTRICT

This Agreement is made and entered into this _____ day of June, 2025, by and between the City of Minot, North Dakota (City), and the Park District of the City of Minot, North Dakota (District). The parties agree:

1. The City is a municipal corporation established according to Title 40 of the North Dakota Century Code. The City is governed under the modern council form of government and has adopted a home rule charter authorized by chapter 40-05.1 of the North Dakota Century Code. The home rule charter includes powers enumerated in N.D.C.C. § 40-05.1-06, including the power to levy and collect sales and use taxes.
2. The District is established under chapter 40-49 of the North Dakota Century Code and governed by a board of park commissioners. Among other powers, the District is authorized to acquire land, construct improvements, and operate parks and recreational facilities, including a proposed indoor turf facility.
3. This agreement is entered into between the parties according to the provisions of Chapter 54-40.3 of the North Dakota Century Code for the cooperative or joint administration of any power or function that is authorized by law or assigned to one or either party.
4. The purpose of this Agreement is to provide for the cooperative financing and construction of a new indoor turf facility and to provide general funds for the operations and future capital projects of the District and allow for the reduction of its property tax assessments by levying an additional one-half cent city sales and use tax dedicated to this purpose, subject to approval by the voters of an amendment to the Minot Code of Ordinances enacting an additional one-half cent sales and use tax for this purpose.

5. The City and District agree that the District will operate the indoor turf facility for community activities and events that promote wellness and fitness, provide recreational and sporting opportunities to the community and surrounding area residents and visitors, and promote visitor attraction and economic development while enhancing the quality of life to the Minot community and surrounding area residents. The City and District further agree that it is mutually beneficial to proceed with planning and development of the indoor turf facility and dedicate an additional one-half cent city sales and use tax to financing construction of the indoor turf facility, and to provide general funds for the operations and future capital projects of the District and allow for the reduction of its property tax assessments.
6. The City agrees to schedule a special city election on June 3, 2025 at which a ballot measure approving and dedicating an additional one-half cent sales and use tax for the purpose specified in this Agreement shall be subject to voter approval.
7. The District agrees to reimburse the City for all costs that the City incurs in scheduling and holding the special city election on this additional one-half cent sales and use tax measure.
8. This Agreement shall remain in effect pending the special election to be scheduled by the City. If the voters approve a ballot measure amending the Minot Code of Ordinances and adopting the additional one-half cent sales and use tax for the purpose specified in this Agreement, the Agreement shall remain in effect until the later of the repeal of the ordinance which adopts the additional one-half cent sales and use tax, or the termination of this Agreement by the parties. If the voters fail to approve the ballot measure, the Agreement shall terminate following certification of the election results.

9. Legal title to the real property constituted by the indoor turf facility located on District lands shall completely vest and remain with the District. Additionally, the administration, management and operations of the indoor turf facility and other District facilities shall be for the benefit of and under the complete direction of the District, and the District shall remain responsible and liable for all District obligations. Nothing in this Agreement shall be interpreted as imposing or transferring to the City any responsibility or liability for District operations and obligations, whether or not the one-half cent sales and use tax is sufficient to pay all costs of the indoor turf facility or District operations.
10. The general administration of the planning, design, site preparation, and construction of the indoor turf facility shall be under the supervision of the District. All site preparation and construction contracts shall be entered into by the District. All professional and construction contracts, contract awards, change orders, or other financial obligations with respect to the project must be approved by the District's governing body, and consistent with applicable law and the City's Home Rule Charter. Contract administration shall be under the supervision of the Park District Executive Director. Payments of all sums due under the professional and construction contracts will be paid by the District.
11. The City and the District agree that the disbursement of sums from the city sales and use tax in accordance with the terms and provisions of this Joint Powers Agreement shall be made through the Office of the City Finance Director. Any payments made pursuant to this Agreement shall be dispersed to the Minot Park District to be deposited in the District's General Fund or as otherwise required by the bond financing documents and consistent with applicable law and the City's Home Rule Charter. The City agrees to

collect the additional one-half cent sales and use tax and transfer all revenues to the District on a monthly basis.

12. The District intends to arrange for the financing of the indoor turf facility through the issuance of sales tax revenue bonds in one or more series to be repaid from the additional one-half cent sales tax approved by the voters. Proceeds from the sale of the bonds shall be held by the District in a separate construction fund and used as needed to pay for the costs of constructing the indoor turf facility, including reimbursement to the District for any preliminary expenditures related to the project. Consistent with applicable law and the City's Home Rule Charter and subject to voter approval at a special city election, the City agrees to adopt such ordinances or resolutions as may be necessary to pledge the one-half cent sales tax to the payment of the bonds.
13. The parties agree that each party is responsible and assumes liability for its own acts and those of its employees and agents. Nothing in this Agreement is intended to transfer any risk or alter, limit or otherwise modify the application of any governmental or other immunity or defense available to the parties or their officers, employees or agents. Any and all services or activities performed according to this Agreement shall be deemed for public and governmental purposes and the parties intend that all privileges, protections, defenses, immunities, and damage limitations afforded by law shall fully apply.
14. This Agreement constitutes the entire agreement between the parties. This Agreement may be modified only in writing in a document approved and executed by the parties.
15. This Agreement is effective upon approval of the parties' governing boards and execution by both parties.

CITY OF MINOT:

Attest: _____
City Clerk – Mikayla McWilliams

Mayor – Tom Ross

Attest: _____
Finance Director – David Lakefield

Date: _____

MINOT PARK DISTRICT:

Attest: _____

President – Perry Olson

Date: _____



TO: Mayor Ross
Members of the City Council

FROM: Chris Plank, NDR Program Administrator

DATE: April 7, 2025

SUBJECT: UPDATED CDBG POLICIES AND PROCEDURES

I. RECOMMENDED ACTION

It is recommended City Council approve the updated CDBG Policies and Procedures Manual.

II. DEPARTMENT CONTACT PERSONS

Chris Plank, NDR Program Administrator, 701-857-1553

III. DESCRIPTION

A. Background

The City of Minot, ND receives a yearly entitlement grant from the US Department of Housing and Urban Development (HUD) to carry out the Community Development Block Grant (CDBG) program. Upon acceptance of each annual grant award, the City of Minot contractually agrees to implement its local CDBG Program in accordance with the Housing and Community Development Act of 1974, the CDBG program regulations found at 24 CFR 570 and other related laws, regulations and requirements. The intent of the program is to develop viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities, principally for people of low and moderate income. CDBG funds must be used for eligible activities that meet the national objectives of the CDBG Program. All CDBG awards are also subject to the Uniform Administrative Requirements detailed in 2 CFR Part 200.

B. Proposed Project

The purpose of this CDBG Policies & Procedures Manual is to establish a framework that guides the operation of the City of Minot's Community Development Block Grant (CDBG) Program. The manual is specifically designed to guide the administration and delivery of the City of Minot's CDBG Program and to help CDBG-funded recipients understand the requirements that apply to the use of federal funds. It provides an approach for making decisions, ensuring the program is operated in a fair and consistent manner, as well as providing all program participants with an understanding of how the City of Minot

manages its local CDBG program.

C. Recommendation Detail

Staff recommends Council approve the updated CDBG Policy and Procedures Manual.

IV. IMPACT

A. Aspirations

This meets the Council's aspiration of being Dynamic and Flourishing. These procedures ensure the City is meeting the goal of the CDBG program of creating flourishing communities.

B. Service/Delivery Impact:

Money will be allocated to projects/activities that will assist the community, primarily those of low to moderate income levels.

C. Fiscal Impact

There is no financial impact on approving the CDBG Policy and Procedure manual. These policies outline the guidelines for allocating funds to various projects/activities.

VI. ALTERNATIVES

The Council may choose not to approve these policies and procedures. By doing so, Minot would not be able to allocate Entitlement funds and would be out of compliance with HUD requirements



CDBG Policies & Procedures Manual

City of Minot, ND

Chapter 1 – Introduction

- Purpose
- Scope

Chapter 2 – Planning

- Consolidated Plan/Action Plan and Analysis of Impediments
- Project Selection
 - o Application Process
 - o Eligible Activities & National Objectives
 - o Awards and Written Agreements

Chapter 3 – Financial Management

- Grantee Budget (Grant and Program Income)
- Accounting System
- IDIS (including reconciliation with Accounting System)
- Procurement

Chapter 4 – Program Compliance

- Environmental Review
- Fair Housing & Nondiscrimination (including Section 3)
- Labor Standards

Chapter 5 – Monitoring

- Internal Review (within local government)
- Subrecipient Oversight
- Contractors

Chapter 6 – Reporting

- CAPER
- Federal Financial Report and Other Reports
- Audit

Chapter 7 – Closeout

- Completion in IDIS (Beneficiary Data)
- Records and Retention

Appendix A

- Application schedule

Appendix B

- Reference

Chapter 1 – Introduction

City of Minot, ND receives a yearly entitlement grant from the US Department of Housing and Urban Development (HUD) to carry out the Community Development Block Grant (CDBG) program. Upon acceptance of each annual grant award, the City of Minot contractually agrees to implement its local CDBG Program in accordance with the Housing and Community Development Act of 1974, the CDBG program regulations found at 24 CFR 570 and other related laws, regulations and requirements. The intent of the program is to develop viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low and moderate income. CDBG funds must be used for eligible activities that meet the national objectives of the CDBG Program. All CDBG awards are also subject to the Uniform Administrative Requirements detailed in 2 CFR Part 200.

Purpose

The purpose of this CDBG Policies & Procedures Manual is to establish a framework that guides the operation of the City of Minot's Community Development Block Grant (CDBG) Program. This Manual is specifically designed to guide the administration and delivery of the City of Minot's CDBG Program and to help CDBG funded recipients understand the requirements that apply to the use of federal funds. It provides an approach for making decisions, ensuring the program is operated in a fair and consistent manner, as well as providing all program participants with an understanding of how the City of Minot manages its local CDBG program.

Scope

As of source of local guidance, the manual's scope applies to all CDBG funds awarded to the City of Minot and used by funded entities. Content of the manual is organized around the life-cycle of an annual CDBG grant (known as a "Program Year") and its eligible activities or projects from initial planning through implementation to closeout. Use of the content follows the premise that CDBG program requirements -- regulatory, performance, administrative, financial, compliance and record keeping -- can be satisfied through timely preparation, completion and recording or filing of required documentation.

The information and materials within this manual are subject to change as local policy and HUD rules and regulations change. Moreover, the manual does not replace or amend any of the provisions in HUD's Grant Agreement and Certifications with the City of Minot, or any agreement executed between the City of Minot, ND and its funded entities. Should there be any disagreement between the executed agreements and this manual, the provisions contained within those agreements, executed contract(s), service level agreement(s) or memorandum(s) of understanding will take precedence.

Chapter 2 – Planning

- Consolidated Plan/Action Plan and Analysis of Impediments
- Project Selection
 - o Application Process
 - o Eligible Activities & National Objectives
 - o Awards and Written Agreements

Before the City of Minot can address community needs with its CDBG funding, HUD regulations require an assessment of current conditions and a description of planned uses of the grant that respond to those needs. Although entitled to receive the CDBG funding, City of Minot must also, formally request from HUD the annual award of each grant. Planned uses of the CDBG funding is often shaped by a local process that notifies the community of available funds and invites proposals for possible activities and projects.

Consolidated Plan

The Consolidated Plan (CP) is a three to five-year plan which describes the community needs, resources, priorities, and proposed activities to be undertaken with the CDBG program in City of Minot. It identifies the housing and community development needs, especially for its low and moderate income (LMI) residents, and strategies and resources to meet those needs. Elements include:

- A description of the entity responsible for overseeing the development of the Consolidated Plan and a description of the process undertaken to develop the plan;
- A housing and homeless needs assessment;
- A housing market analysis;
- A strategic plan; and
- A one-year Action Plan.

Stakeholder and public meetings are held during the planning process to garner information about the needs of the community and prioritizing the use of funds. Both the Consolidated Plan and Annual Action Plan (AP) are first approved locally before their submission to HUD. The Consolidated Plan is published for a 30-day public review and comment period and then presented to City of Minot's governing body for consideration and approval. The Consolidated Plan must be submitted to HUD at least 45 days before the start of the program year. The City of Minot must also submit to HUD an annual update to the Consolidated Plan, referred to as an Action Plan that describes the specific proposed uses of CDBG funds for a 12-month program year beginning July 1 and ending June 30. In addition to the Consolidated Plan, City of Minot must also analyze impediments to fair housing choice and identify actions to address those impediments. This assessment is called an Analysis of Impediments (AI). While it does not require HUD approval, the AI should be current through the same period as the Consolidated Plan and be updated periodically.

****After the Consolidated Plan and Action Plans have been approved, any activity not identified in the original CP and AP will be treated as a substantial amendment.

Project Selection

As previously stated, projects selected for CDBG funding must qualify as eligible activities that meet the national objectives of the CDBG program. The process of completing and submitting the Consolidated Plan and annual Action Plans helps City of Minot determine what activities to fund during the upcoming program year. The application process is also shaped by a routine that notifies the community of available funds and invites proposals for possible activities and projects. When planned uses of CDBG funds are identified, City of Minot takes necessary steps to qualify each activity and distributes part of its CDBG award to recipients that will assist in implementing the program. The basis for qualifying each project whether carried out directly by City of Minot or by recipients to which it distributes funds, must be fully documented for HUD review. Because City of Minot is ultimately responsible for any further allocation of funding, it must ensure that each funded entity demonstrates proper performance and compliance with applicable laws and regulations.

Application Process

City of Minot's application cycle begins with an estimate of funding amounts for CDBG programs and ends with an announcement of recommended allocations. This process typically corresponds to the City's annual budget cycle.

During the first week of January, an RFP is released that requests project applications. Scoring criteria address applicant capacity, how well the proposed project meets Consolidated Plan priorities, and financial viability of project. (See Appendix A). This time may vary as award announcements can be delayed by the Federal Government.

The RFP is made available for a period of time not to exceed 30 days. All applications must be received by the announced deadline; no exceptions are made. Funding requests are reviewed by staff to determine completeness and to ensure that all requirements would be met if proposed activities are funded.

In alignment with the draft Annual Action Plan, staff drafts professional services agreements with subrecipients to allocate funding according to their proposed project. Contracts are presented to the City of Minot's Governing Body for official review and approval. An announcement of the allocations is then made as part of the public comment period connected to the Annual Action Plan.

If not activities are received through the RFP process, City staff will seek out eligible activities for funding and meet with perspective subrecipients.

Eligible Activities & National Objectives

A key feature of the above process is qualifying each project for CDBG funding. Determination of eligibility and support of a national objective are paramount to the funding deliberation. This determination is best conducted through four steps with each one documented along the way.

Step #1:

The first step is to determine if the activity is included within the listing of eligible activities in the law, as amplified by CDBG regulations.

Step #2

The second step is to determine if the proposed activity falls within a category of explicitly ineligible or prohibited activities, despite its apparent inclusion within an authorized category.

Step #3

The third and arguably the most important step to City of Minot is determining if the proposed activity can meet one of the national objectives of the program. Special attention should be paid to program criteria that limit how certain types of activities and beneficiaries can qualify under a particular national objective.

Step #4

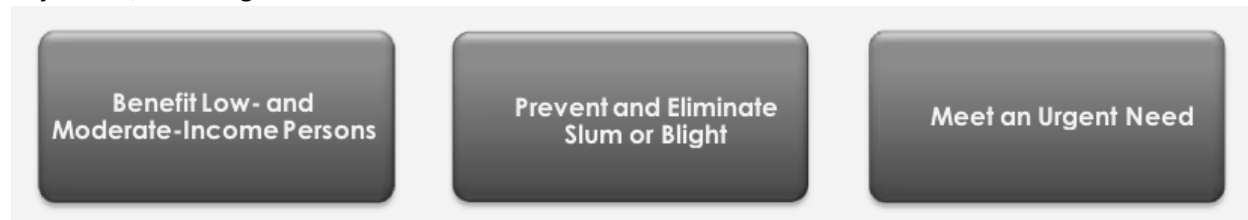
The fourth step is to ensure that activities carried out with CDBG funds will not result in the City of Minot violating its certification that at least 70% of CDBG expenditures will be for activities that are considered to benefit LMI income persons over a grantee specified period of one to three program years. This requirement is statutory and must be met by City of Minot during this period.

CDBG regulations permit a wide variety of community, housing and economic development activities. A complete list of eligible activities should be reviewed with reference to the “Guide to National Objectives and Eligible Activities for CDBG Entitlement Communities”. Further guidance appears in the CDBG regulations at 24 CFR 570.201.

The basic eligible CDBG activities include, but are not limited to:

Housing	• Rehabilitation of low-income housing • Homeownership assistance • Acquisition, disposition, clearance, demolition, historic preservation • Code Enforcement
Public Facilities	• Acquisition • Construction / Reconstruction, Rehabilitation • Installation • Acquisition, disposition, clearance, demolition, historic preservation
Economic Development	• Microenterprise Assistance • Commercial Rehabilitation • Special Economic Development Activities to create or retain jobs
Public Services (15% limit)	• Job Training / Employment Services, Child Care • Healthcare and substance abuse services • Graffiti Removal • Crime Prevention • Fair Housing Counseling
Planning and Administration (20% limit)	• Development of the Consolidated Plan, Action Plan and CAPER • General management, oversight and coordination • Fair Housing activities • Policy, planning, management and capacity building activities

Although the CDBG program includes a wide variety of eligible activities that may be selected, they may be undertaken only if the activity also meets one of the three permissible national objectives, including:

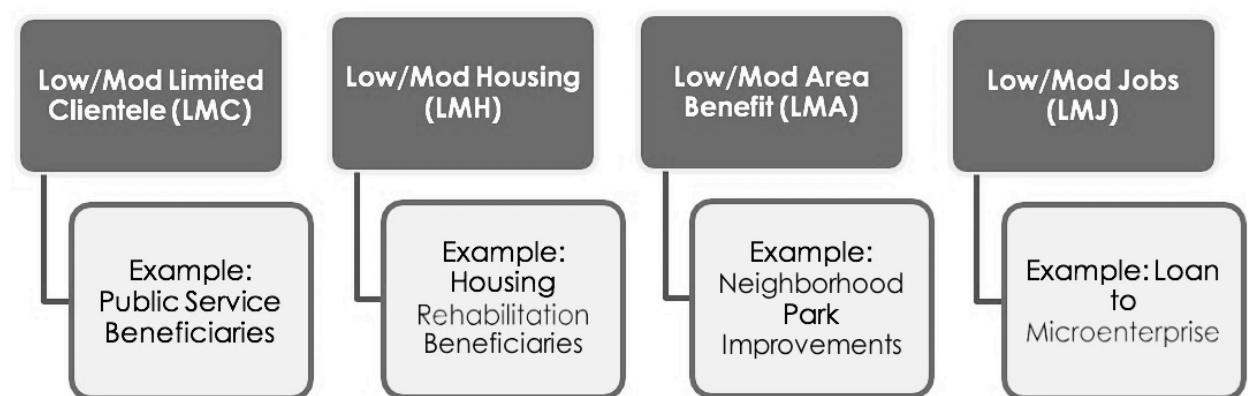


As indicated earlier, the CDBG statute and regulations requires that at least 70% of funds not used for program administration be spent on activities that meet the primary national objective of benefitting LMI persons. This requirement may be met during a one, two, or three-year period that is specified in the annual Action Plan certifications.

Within these three broad national objectives are subcategories that more specifically delineate how a national objective can be met. Due to regulatory limitations, there are certain national objective subcategories that are compatible with each eligible activity. A comprehensive table of eligible activities and permissible national objective subcategories appears in the “Guide to National Objectives and Eligible Activities for CDBG Entitlement Communities” on pages 2-1 through 2-96 (with the compatible national objectives shown on a separate chart for each eligible activity).

o Benefit Low- and Moderate-Income Persons (LMI)

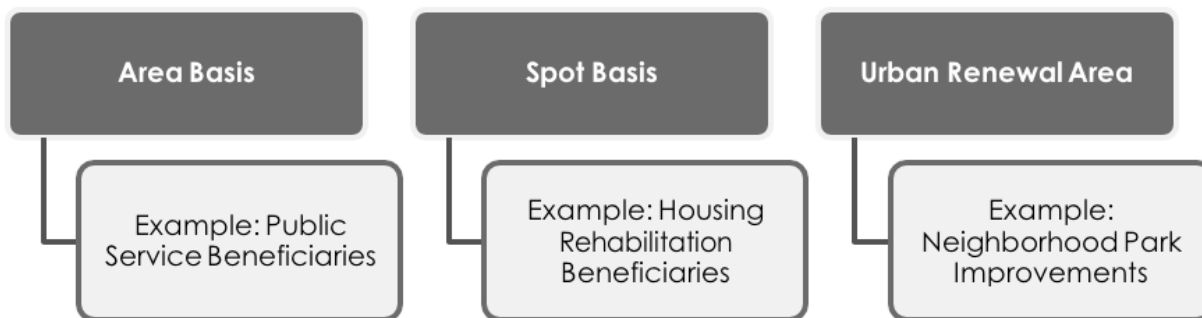
There are four ways an activity can meet the LMI national objective:



o Prevent and Eliminate Slums or Blight

The second of the CDBG national objectives has its roots in the Urban Renewal program, one of the major federal programs that were terminated and replaced with the CDBG program. Although the vast majority of people reside in areas that qualified for assistance under the Urban Renewal program were LMI persons, the principal focus of that program was to eliminate major slums and other areas of blight within the community and prevent the return of blight to the treated areas.

Because of concerns that the CDBG program might not allow the funding of such projects to continue, the national objective concerning slums and blight was created. In developing the criteria for qualifying under this national objective, HUD has taken considerable care to ensure that eligible activities clearly eliminate objectively determinable signs of slums or blight in a designated slum or blighted area, or are strictly limited to eliminating specific instances of blight outside such an area (“spot blight”). There are three subcategories under this national objective:



o Meet an Urgent Need

Pursuant to CDBG regulations, to comply with the national objective of meeting community development needs having a particular urgency, an activity must be designed to alleviate existing conditions that grantee certifies:

- Pose a serious and immediate threat to the health or welfare of the community,
- Are of recent origin or recently became urgent,
- The grantee is unable to finance the activity on its own, and
- Other resources of funding are not available to carry out the activity.

A condition will generally be considered of recent origin if it is developed or became critical within 18 months preceding the City of Minot’s certification.

Awards and Written Agreements

As explained above, the applications will be presented to the City of Minot for official review and approval after an administrative review determines that the proposed activities qualify as eligible and will meet one of the national objectives of the CDBG program.

Assuming the activities also address priority, needs identified in the Consolidated Plan, the proposals will be incorporated as part of City of Minot’s annual Action Plan submission to HUD. Upon approval by HUD, City of Minot can then make an award of CDBG funds to those entities that will assist in implementing the approved projects and activities.

Before disbursing funds to any organization that is carrying out CDBG activities on behalf of the City of Minot, staff must prepare a written subrecipient agreement. All subrecipient agreements with the City of Minot must contain a concise statement or scope of work that outlines an implementation plan for their CDBG activity. This statement, which will either be contained in or attached to the subrecipient agreement or Memorandum of Understanding (MOU), must include a description of the activity to be performed, the national objective claimed, the location and intended beneficiaries (number and type), a schedule for completing the work and a detailed budget. Furthermore, HUD stipulates that all written agreements with subrecipients include provisions on records and reports, program income, uniform requirements for federal awards, other program requirements (e.g. conflict of interest), suspension and termination and reversion of assets. These requirements, specified at 24 CFR 570.503, may vary over time and it is the responsibility of the City of Minot to remain aware of revised requirements.

Subrecipients of CDBG funds must enter into an agreement with the City of Minot. Fully executed written agreements are required before any CDBG funds will be disbursed. This subrecipient agreement serves as a formal contract addressing the various policies outlined in this document, in addition to contract amount/term, reimbursement requests, quarterly reporting, monitoring, financial management guidelines, uniform administrative requirements, suspension and termination, reversion of assets, conflict of interest, and additional Federal standards. Additionally, each subordinate unit of City of Minot receiving CDBG funds (that is, a separate department or office) must sign a Memorandum of Understanding (MOU) indicating an understanding of the items above.

Written agreements must remain in effect for the length of time that the subrecipient has control over any CDBG funds, including program income and assisted property. However, it is good practice to update subrecipient agreements annually to ensure the agreements are current with regulations and requirements. This process also allows an opportunity to revisit and clarify problem areas or issues.

The City of Minot is responsible for ensuring that CDBG funds are used in accordance with all program requirements. The use of designated public agencies, subrecipients, or contractors does not relieve the grantee of this responsibility. The grantee is also responsible for determining the adequacy of performance under subrecipient agreements and procurement contracts and for taking appropriate action when performance problems arise.

Chapter 3 – Financial Management

- Grantee Budget (Grant and Program Income)
- Accounting System
- IDIS (including reconciliation with Accounting System)
- Procurement

In Chapter 2, this manual described how the process of completing and submitting the Consolidated Plan and annual Action Plans help the City of Minot determine what activities to fund during an upcoming program year with each annual grant award. The Action Plan establishes a budget for the annual CDBG allocation. The City of Minot also adopts a local budget for the Fiscal Year (FY) that recognizes the grant as a separate revenue source and identifies all the activities that will be funded

with CDBG dollars. It is essential that the CDBG revenues and expenditures are also reflected by grant year within the City of Minot's local budget and accounting system.

The City of Minot is responsible for stewardship of all their federal grant awards in a way that fully complies with federal guidelines and regulations. As a part of undertaking that stewardship, the City of Minot staff will need to be familiar with the, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" found at [2 CFR Part 200](#). These regulations now govern the use of all federal funds. The CDBG regulations at [24 CFR 570.502](#) address the applicability of these uniform requirements to the CDBG program as well as describing other grant administration requirements.

All CDBG grantees and subrecipients must have financial management system in place that comply with the standards specified in [2 CFR Part 200.302](#). For a financial management system to meet federal standards, it must:

- Provide effective control over and accountability for all collections and disbursements, real and personal property and other assets
- Identify the source and application of funds for federally-sponsored activities
- Permit the accurate, complete and timely disclosure of financial results in accordance with HUD reporting requirements or, for subrecipients, grantee reporting requirements
- Minimize the time elapsing between the transfer of funds from the U.S. Treasury and disbursement by the Grantee or subrecipient

Grantees must employ financial management systems capable of generating regular financial status reports that indicate the dollar amount allocated (including budget revisions), obligated, and expended for each activity. The system must permit the comparison of actual expenditures and revenues against budgeted amounts. The City of Minot must be able to isolate and trace every CDBG dollar received.

Not only CDBG Grantees, but also subrecipients must have financial management systems in place that comply with standards specified in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards specified in [2 CFR Part 200](#).

Grantee Budget (Grant and Program Income)

The City of Minot needs to have accounting records that identify all HUD programs and awards received and expended. This requirement is met by specifying, as applicable, the Catalog of Federal Domestic Assistance (CFDA) title and number, HUD award identification number and year, HUD's agency name (as the awarding agency), and name of the pass-through entity, if any. (This requirement will most likely be addressed in the chart of accounts.) Also, City of Minot's accounting records should contain information on annual CDBG awards, authorizations, obligations, unobligated balances, assets, expenditures, program income, and interest earned. The City of Minot program and financial staff will be responsible for ensuring that budgets are appropriately set up and approved, that mechanisms are in place to track all revenues and expenses through the Munis system, including program income generated from the CDBG program. Additionally, staff will have a firm understanding of how to use various HUD tools and guidance to ensure for managing the financial health of the program.

Program Income

The City of Minot can reuse any revenue generated from projects undertaken with CDBG funding (known as program income) towards other eligible activities within the entitlement community. Also, any program income earned by a subrecipient can be retained by the subrecipient provided that, the CDBG written agreement allows retention of the program income by the subrecipient; the income is treated as additional CDBG funds; and the program income is subject to all applicable federal and local requirements.

As defined in [24 CFR Part 570.500](#), program income includes, but is not limited to, the following:

- Proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds;
- Proceeds from the disposition of equipment purchased with CDBG funds;
- Gross income from the use or rental of real or personal property acquired by subrecipients/entities with CDBG funds, less costs incidental to generation of the income;
- Gross income from the use or rental of real property, owned by subrecipients/entities, that was constructed or improved with CDBG funds, less costs incidental to generation of the income;
- Payments of principal and interest on loans made using CDBG funds, except as provided in 24 CFR 570.500(a)(3); and
- Interest earned on program income pending its disposition.

Subrecipients must track program income in their chart of accounts, using a segregated account for managing sources and uses. By the 15th day of the month following the end of the quarter, the subrecipient's program manager submits a report to the City that shows each transaction that generated program income and the subsequent transaction for which the program income was applied.

CDBG regulations require that, at the end of each program year, the City of Minot must determine whether they have excess program income on hand and return any excess to its line of credit. If the program income balance is in excess of one-twelfth of the City of Minot's most recent entitlement grant it must be remitted to the City of Minot's line of credit as soon as practicable after the excess is determined.

Indirect Cost Allocation Plan Approval Process

In addition to the City of Minot's fiscal responsibility to ensure that CDBG funds are used in accordance with all program requirements, all administrative costs that are charged to the federally awarded CDBG program should be closely reviewed. Any indirect costs for which a subrecipients requests reimbursement are unallowable unless an indirect cost allocation plan has been preapproved by the City of Minot for a specific activity and contract. An approved indirect cost allocation must be in accordance with the requirements of the federal award to which they apply and [2 CFR Part 200, Cost Principles for Non-profit Organization, Appendix IV](#).

All costs included in the proposal must be properly allocable to federal awards on the basis of a beneficial or causal relationship between expenses incurred and the agreements to which they are allocated. The same costs that have been treated as indirect costs cannot be claimed as direct costs.

Accounting System

The City of Minot is required to have accounting records that sufficiently identify the source and application of CDBG funds provided to them. To meet this requirement, the City of Minot's accounting system should include at least the following elements:

- *Chart of accounts* – This is a list of account names and the numbers assigned to each of the account names. The names provide a description of the type of transactions that will be recorded in each account (e.g., an account titled “cash” denotes that only transactions affecting cash should be recorded in that account). The account number is required by most accounting software programs and is assigned to an account name to group similar types of accounts. For example, all asset accounts will begin with a “#1” and all liability accounts will begin with a “#2”. A typical chart of accounts will generally include the following categories: assets, liabilities, net assets/fund balance, revenues and expenses.
- ☐ *Cash receipts journal* - A cash receipts journal documents, in chronological order, when funds were received, in what amounts and from what sources.
- ☐ *Cash disbursements journal* - A cash disbursements journal documents, in chronological order, when an expense was incurred, for what purpose, how much was paid and to whom it was paid.
- ☐ *Payroll journal* - A payroll journal documents payroll and payroll related benefit expenses on salaries and benefits, including distinguishing between categories for regulatory purposes.
- ☐ *General ledger* - A general ledger summarizes, in chronological order, the activity and financial status of all the accounts of an organization. Information is transferred to the general ledger after it is entered into the appropriate journal. Entries transferred to the general ledger should be cross-referenced to the applicable journal to permit the tracing of any financial transaction.

All journal entries must be properly approved and supported by source documentation.

Documentation must show that costs charged against CDBG were:

- ☐ Incurred during the effective period of the agreement with HUD and actually paid out (or properly accrued);
 - Expended on eligible items; and

- Approved by the appropriate official(s) within the organization.
- Source documentation must explain the basis of the costs incurred and the actual dates of the expenditure. For example:
- Source documentation for payroll would include employment letters, authorizations for rates of pay and benefits and time and attendance records.
 - Source documentation on supplies would include purchase orders or purchase requisition forms, invoices from vendors, canceled checks made to vendors, information on where the supplies are stored and the purpose for which they are being used.
- The City of Minot ensures that its accounting records include reliable, up-to-date information on the sources and uses of CDBG funds, including:
- Amount of federal funds received;
 - Current authorization of funds;
 - Obligations of funds;
 - Unobligated balances;
 - Assets and liabilities;
 - Program income; and
 - Actual expenditures broken down by the grant program and year for which the funds are derived and the activity on which the funds were used.

IDIS (including reconciliation with Accounting System)

The Integrated Disbursement and Information System (IDIS) is an electronic system that the City of Minot uses to effectively fund and report on its CDBG program. IDIS also provides HUD with timely information on both a grantee's performance and compliance. Grantees can use IDIS reports as a key tool to better manage its CDBG program. Guidance on the use of IDIS for activity setup, funding, drawdowns, accomplishment reporting as well as generating reports is available from a complete manual entitled [IDIS Online for CDBG Entitlement Grantees](#).

IDIS generates standard CDBG program reports that provide financial and performance information. There are 89 different "PR" reports available in a noncontiguous range from PR01 to PR110. The PR05 and PR07 provide drawdown details. Since Fiscal Year 2015, IDIS commits and disburses funds on a grant-specific basis, regardless of when the funds were appropriated. It does not use first in, first out methods as in the past.

eCon Planning Suite

The City of Minot uses the [eCon Planning Suite](#) to integrate the development of its annual Action Plan and the IDIS activity setup and funding processes. This ensures that all of the key reporting elements of the grants management cycle are integrated into one system and ensures cohesiveness between the goals described in the Consolidated Plan and Action Plan and the outcomes tracked in IDIS and reported in the Consolidated Annual Performance and Evaluation Report (CAPER).

Importantly, IDIS will also need to be reconciled with the City of Minot's accounting system. Both systems of tracking funds must be coordinated and tell the same story about funding allocations and drawdowns. Obligations, expenditures, and program income submitted to HUD in the (CAPER), or other applicable reports must all reconcile with the accounting records. As the City of Minot or its subrecipients incur expenses, claims for payment are submitted, reviewed and approved for payment by appropriate CDBG program staff who then sends claims for payment to the Accounts Payable Division in the Finance Department. After checks have been issued for these claims, drawdowns of these expenses are completed in IDIS. To guide its effective use of IDIS, City staff refers to: [IDIS Training for CDBG Grantees](#).

Procurement

The City of Minot is responsible for ensuring that its procurement of goods and services with CDBG funds conform to or exceed Federal procurement standards. It must also determine the adequacy of performance under subrecipient agreements and procurement contracts and take appropriate action when performance problems arise.

All procurements made in whole or in part with CDBG funds must comply with the applicable federal requirements found in [2 CFR Part 200.318](#) (General Procurement Standards). The requirements governing the purchasing process are designed to ensure that the City:

- Follows a **free and open competitive process** in securing those products or services.
- Properly **documents** its purchasing activities and decisions.
- Observe the special **rules for particular kinds of purchases** (small purchases, competitive sealed bids, competitive proposals, and sole source procurements).
- **Properly bond and insure** work involving large construction contracts and/or subcontracts.
- Use **local businesses** and contract **with small, minority and/or women-owned businesses** to the maximum extent feasible.

Matrix of Applicability: Rules and Types of Federal Award Recipients			
Rule	All federally funded recipients	Local governments and subrecipients	State governments and subrecipients
2 CFR Part 200.317, 322, 326, Appendix II		yes	yes
2 CFR Part 200.318 – 326, Appendix II		yes	limited to above
Debarment	yes	yes	yes
Davis-Bacon	yes, if program threshold met	yes, if program threshold met	yes, if program threshold met
Work hours and safety	yes	yes	yes
Equal opportunity	yes	yes	yes
Section 3	yes, according to thresholds	yes, according to thresholds	yes, according to thresholds

The City of Minot should use whichever procurement policy is stricter, theirs or CDBG's.

For more on expectations around Financial Management in the CDBG program and a useful checklist, see Exhibit 34-1 *Guide for Review of Financial Management and Audits* of the [CPD Monitoring Handbook 6509.2](#).

Chapter 4 – Program Compliance

- Environmental Review
- Fair Housing & Nondiscrimination (including Section 3)
- Labor Standards

Upon HUD approval of each annual Action Plan and issuance of a CDBG grant award, the letter of approval to the City of Minot places conditions on the grant award. The City of Minot is expected to ensure that its Community Development program complies with all related federal laws and regulations.

Standard conditions for the use of CDBG funds include provisions related to environmental review, fair housing and non-discrimination as well as labor standards. Because those three “cross-cutting” federal requirements are certain to apply to all CDBG grantees, they are detailed in this Chapter. Uniform Relocation Act requirements and Lead-Based Paint Standards may also apply. Guidance for those two additional requirements appear in the Appendix B. Links to the HUD Exchange for the full range of possibly applicable laws and regulations are provided as well.

Environmental Review

One standard condition relates to environmental review. The letter states that no CDBG funds may spent on projects without conducting an environment review and documenting that review in an ‘environmental review record’. The City of Minot enters into a grant agreement with HUD making assurances that it will satisfy that condition. As such, the following procedure must be followed in conformance with those assurances, related HUD guidelines and federal law.

Among the applicable requirements:

- ☐ The National Environmental Policy Act (NEPA) of 1970 requires federal agencies to go through a formal process before taking any action anticipated to have substantial impact on the environment
- ☐ HUD regulations at [24 CFR Part 58](#) allow the assumption of authority to perform the environmental reviews by responsible entities (REs). Responsible entities are limited to states or units of general local government, such as a city or county. The responsible entity is accountable for the scope and content of the review and for deciding of whether a CDBG funded activity has any significant environmental impact
- ☐ Other related federal environmental laws and authorities [View Resources](#)

HUD Guidance

HUD's regulations at 24 CFR 58.22 prohibit grant recipients and their partners from committing or spending HUD or non-HUD funds on any activity that could have an adverse environmental impact or limit the choice of reasonable alternatives prior to completion of an environment review once a project anticipates CDBG funding. This prohibition on "choice-limiting actions" prohibits physical

activity, including acquisition, rehabilitation, and construction, as well as contracting for or committing to any of these actions.

HUD has developed an online system for developing, documenting, and managing environmental reviews. It covers all levels of environmental reviews for CDBG funded projects and includes on-screen guidance for completing HUD environmental reviews. The City of Minot staff who undertake environmental reviews may access the system referred to [HEROS - HUD's Environmental Review Online System](#).

Basic Environmental Review Procedures

These environmental review procedures must be completed for each CDBG funded program, project or activity carried out with HUD grant awards to the City of Minot as applicable.

☐ Environmental Review Record (ERR)

The City of Minot must prepare and maintain a written record of the environmental review undertaken for each project. This written record or file is called the Environmental Review Record (ERR), and it must be available for public review upon request.

- Depending on the project, the City of Minot will require that a subrecipient, partner or other party cooperate in gathering information for the review.
- Planning staff will ask that a project sponsor provide information or complete an environmental review checklist based on the scope and content of a proposed project.
- Staff will utilize that information in determining how a project may be best considered for environmental review, or whether more detailed information will be needed to evaluate that question.

Funding applicants seeking to use grants for acquisition or construction projects should compile information for the ERR to the best of their knowledge and ability. The City of Minot staff will be available to provide assistance, and will review the data gathered upon completion.

Categories

The ERR will vary in length and content depending upon the level of review required for the categories of activities. The five levels of environmental reviews and examples of CDBG activities are as follows:

1. Exempt (Planning & Administration Activities)
2. Categorically Excluded from NEPA, not subject to the related laws and authorities (Delivery of Public Services)
3. Categorically Excluded from NEPA, subject to the related laws and authorities (Street Paving or Park Improvements)
4. Environment Assessment (Construction of Public Facilities)

5. Environmental Impact Statement (Large Scale Development Projects with Potential for Significant Impact)

Process for Clearance

Depending on the required level of environmental reviews, staff will proceed to complete the environmental review procedures on behalf of the City of Minot in the capacity of Responsible Entity (RE).

Appearing on the following page is a detailed flow chart for the environmental review process beginning with grantee defining the project, determining the necessary level of review, completing the appropriate assessment (with applicable consultation and noticing) and ending with a satisfactory ERR.

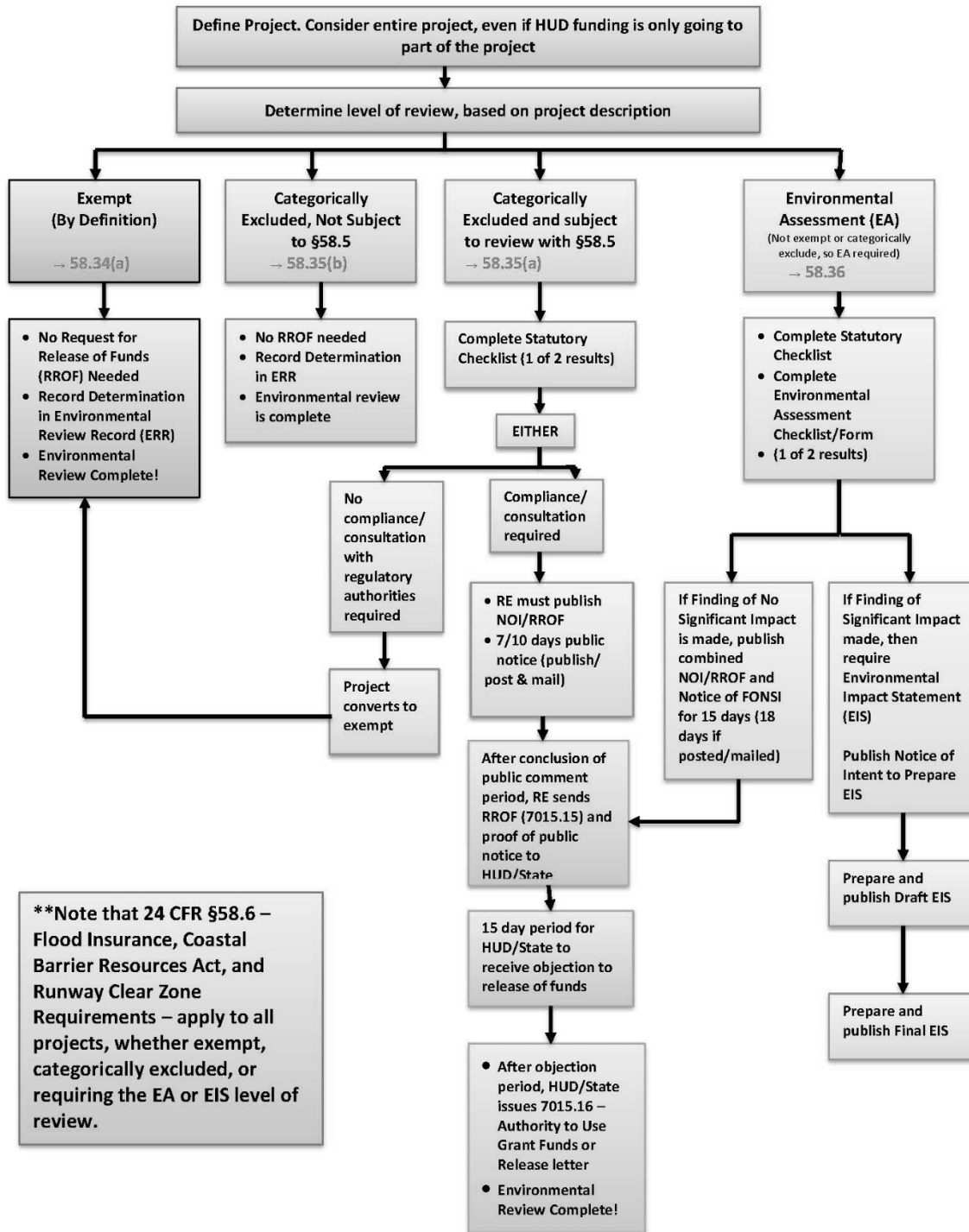
For a project site that meets HUD's environmental review standards, the typical outcome is to publish a notice known as a "Finding of No Significant Impact," or "FONSI" in the local paper. That FONSI allows the public to comment directly to HUD on the content of and methodology used to create the ERR for the project.

Following the comment period, any comments are considered by HUD and through the City of Minot's formal request, the ERR may be approved. This is accomplished through a process known as the "Request for Release of Funds and Certification."

Public comments, concerns and appropriate resolution by the recipient are extremely important and must be fully documented in the ERR.

For the City of Minot, the Mayor or City Manager is the certifying official and will sign the official ERR document on behalf of the HUD grantee.

Environmental Review Process (To Be Conducted by Responsible Entity)



As indicated above, the ERR must contain all the environmental review documents, public notices (and proof of their publication), and written determinations or environmental findings required by 24 CFR Part 58 as evidence of review, decision making and actions pertaining to a particular project.

Depending on the level of review, the ERR will include evidence of analysis shown at the HUD Exchange [here](#). This may include the so-called [Statutory Checklist](#) and [Additional Factors to Consider in an Environmental Assessment](#).

Documents included in the ERR must:

- ☐ Describe the project and each of the activities comprising the project, regardless of individual activity funding source;
- ☐ Evaluate the effects of the project or the activities on the human environment;
- ☐ Document compliance with applicable statutes and authorities; and
- ☐ Record the written determinations and other review findings required by 24 CFR Part 58.

NOTE: A full environmental assessment may take longer than expected, depending on project and site complexity. Each project sponsor is admonished to respect the prohibition on "choice-limiting actions" regarding physical activity, including acquisition, rehabilitation, and construction, as well as contracting for or committing to any of these actions. The City of Minot staff will discuss this process with project sponsors in more detail as they work through the environmental review process.

Fair Housing & Nondiscrimination (including Section 3)

When seeking HUD approval of CDBG funding, the City of Minot, ND also makes assurances that it will affirmatively further fair housing and ensure equal opportunity under [applicable federal laws](#). As such, the following procedure must be followed in conformance with those assurances, related HUD guidelines that enforce such federal law.

The applicable requirements include:

Federal and State Laws and Regulations	Fair Housing & Non-discrimination	Accessibility	Equal Employment & Contracting
Title VI of the Civil Rights Act of 1964	X		
Title VIII of the Civil Rights Act of 1968 (The Fair Housing Act)	X	X	
Section 109 of Title 1 of the HCD Act of 1974	X		X
The Fair Housing Amendment Act of 1988	X		
The Age Discrimination Act of 1975	X		
Section 504 of the Rehabilitation Act of 1973	X	X	X
The Americans with Disabilities Act of 1990 (ADA)	X	X	X
Section 109 of Title I of the HCD Act of 1974	X		X
The Equal Employment Opportunity Act			X
Section 3 of the Housing and Urban Development Act of 1968			X
Executive Order 11246			X
2 CFR Part 200 (Uniform Administrative Requirements)			X

Overview of Procedures

The City of Minot and its subrecipient, partner or other parties must adhere to all the basic tenets of fair housing and equal opportunity regulations. Recipients are prohibited from practicing discrimination on the grounds of race, color, national origin, religion, sex, handicap, or familial status.

This prohibition applies to all project contractors or subcontractors. Beneficiary information should be requested, collected and necessary demographic data compiled, with a summarization of this information made available in the project file for public review.

Fair Housing

According to HUD's Fair Housing Planning Guide, the broad objectives of Affirmatively Furthering Fair Housing (AFFH) can be interpreted to mean:

- Analyze and eliminate housing discrimination in the jurisdiction.
- Promote fair housing choice for all persons.
- Provide opportunities for racially and ethnically inclusive patterns of housing occupancy.
- Promote housing that is physically accessible to, and usable by, all persons, particularly persons with disabilities.
- Foster compliance with the nondiscrimination provisions of the Fair Housing Act.

Accessibility

The City of Minot shall abide by HUD regulations in Section 504, HUD's implementation of the American with Disability Act (ADA). The City of Minot is to conduct a self-evaluation of accessibility to determine their current programs, services, policies, and practices meet the requirements of Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act.

Equal Opportunity

Nondiscrimination is a requirement of employment and employment practices. Employment opportunities may not be denied on the basis of race, color, national origin, sex, age, religion, familial status, or disability. Affirmative action and equal employment opportunity policies are fundamental aspects of CDBG funded activities.

The ADA modifies and expands the Section 504 Rehabilitation Act of 1973 to prohibit discrimination against "a qualified individual with a disability" in employment and public accommodations. The ADA requires that an individual with a physical or mental impairment who is otherwise qualified to perform the essential functions of a job, with or without reasonable accommodation, be afforded equal employment opportunity in all phases of employment.

Section 3

Pursuant to Section 3 guidance, direct recipients of HUD financial assistance must ensure that employment and other economic opportunities generated by that assistance is directed to low- and very low-income persons. This entails special outreach to such residents and businesses for those opportunities, setting goals and submitting reports to HUD for the purpose of determining the effectiveness. Direct recipients include entitlement communities and certain NOFA awardees that utilize HUD funding for construction and rehabilitation activities.

Within 3 months of the end of a fiscal year, the City of Minot must annually submit HUD Form 60002 through HUD's on-line system.

Labor Standards

Similar to the assurances City of Minot makes to HUD regarding environmental review and fair housing, it agrees to follow federal labor standards on CDBG funded projects. As such, the following procedure must be followed in conformance with those assurances, related HUD guidelines and federal law.

The applicable requirements include:

- ☐ The Davis-Bacon and Related Acts (DBRA) requires all contractors and subcontractors performing work on non-housing federally assisted construction contracts over \$2,000 to pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits for corresponding classes of laborers and mechanics employed on similar projects in the area. Non-housing activities include construction or rehabilitation of a public facility (e.g., a homeless shelter or senior center), or installation of public improvements to support affordable housing or provide benefit to low-income neighborhoods (e.g. streets, water/sewer lines).

Federal Davis-Bacon prevailing wage rate requirements may also apply to a federally-assisted housing project if you are proposing a:

- CDBG-funded project that will involve rehabilitation of multifamily housing containing eight or more assisted units; or
- HOME-funded project that will build or rehabilitate 12 or more assisted units.

These requirements often have an impact on the cost of projects and carry with them significant record-keeping procedures. Applicants are encouraged to contact staff early in their project planning for further information if a proposed project will be subject to Davis-Bacon. If yours will be a covered project, your solicitation documentation will need to alert contractors that Davis-Bacon requirements apply, and will need to include the appropriate federal wage decision and other required labor provisions. The prevailing wage rates and fringe benefits are determined by the Secretary of Labor for inclusion in covered contracts. Federal wage decisions will be made available by staff for project cost feasibility determinations upon request, or can be found [here](#).

Overview of Procedures

These specific procedures are used by the City of Minot to assist contractors and subcontractors in meeting contractual labor standards responsibilities. All major administrative and procedural activities are described in the sequence they will occur as the construction project progresses. The word “employer,” as used below, refers to the prime contractor, each subcontractor, or each lower-tier subcontractor.

Payrolls and documentary evidence of compliance is required to be sent in the delivery procedure as follows:

- ☐ Each lower-tier subcontractor, after careful review, submits required documents to the respective subcontractor.

- ☐ Each subcontractor, after checking his own and those of each lower-tier subcontractor he may have, submits required documents to the prime contractor.
- The prime contractor, after reviewing all payrolls and documentation, including his/her own, and correcting violations where necessary, submits all certified payroll reports to grant administration staff.

Working Subcontractors Are Not Exempt from Receiving Prevailing Wage. Davis-Bacon Act regulations specifically stipulate that independent subcontractors are not exempt from receiving weekly prevailing wage for the classification of work that they perform. This is true regardless of any contractual relationship between the primary contractor and subcontractor. This means that it is the prime contractor's responsibility to ensure that a prevailing wage rate is paid to subcontractors performing on-site work. (Source: Department of Labor Relations Letters dated January 13, 1993 and December 2, 1996.)

Before Construction Begins

City of Minot staff must ensure that the prime contractor has:

- Not been debarred or otherwise made ineligible to participate in any Federal or federally-assisted project (search for excluded contractors at www.sam.gov)
- Received the appropriate contract provisions covering labor standards requirements.
- Reviewed and understands all labor standards contract provisions
- Received the applicable wage decision as part of the contract.
- Requested and received the minimum wage for each classification to be worked on the project that was not included on the wage decision by completing the additional wage classification process and before allowing any such trade(s) to work on the project.

At Construction Start

City of Minot staff must ensure that the contractor has:

- ☐ Notified staff of the construction start date in writing
- ☐ Has placed each of the following on a bulletin board that is prominently located on the project site and can be easily seen by workers (and replaced if lost or unreadable at any time during construction):
 - A copy of the Wage Decision
 - "Notice to Employees" Poster
- ☐ Before assigning each project worker to work, has obtained the worker's name, job classification, and best mailing address. (Note: It is no longer necessary to report an employee's Social Security number on every certified payroll report. Only the last four digits of the employee's SSN must be reported, and only on the first payroll report in which that employee worked on the Davis-Bacon covered project).
- ☐ Has informed each worker of:

- His/her hourly wages (not less than the minimum wage rate for his/her work as stated on the Wage Decision);
- Payment of overtime at the rate of time and one half for all work over 40 hours per week;
- Fringe benefits, if any (see wage decision for any required), paid in cash or into an approved third-party trust; and
- Permissible deductions from his/her pay and/or any deductions voluntarily requested in writing from the employee.

During Construction

City of Minot staff must ensure that the contractor:

- ☐ Has not selected, assigned, paid different pay rates to, transferred, upgraded, demoted, laid off, and not dismissed any project worker because of race, color, religion, sex, or national origin or other Federal, state or local protected class.
- ☐ Must comply with all safety and health standards.
- ☐ Must pay all workers weekly
- ☐ Must submit weekly payroll reports prepared on either recommended form WH-347 (or on computerized printouts cleared by grant administration staff) and accompanied by the Statement of Compliance.

Weekly Payroll Review

City of Minot staff must ensure that:

- ☐ ☐ Subcontractors and lower-tier subcontractors have promptly reviewed the weekly payroll for compliance with all labor standards requirements (using this checklist) and has made any necessary corrections
- ☐ ☐ The prime contractor has received all weekly payrolls or reports that no work was performed (refer to "No Work Performed" Notice) from each subcontractor or lower-tier subcontractor, has reviewed and requested necessary corrections and has submitted all payrolls, including his own, to grant administration staff within 7 work days of the last date of the respective work week.

After Project Completion

City of Minot staff must ensure that:

Each employer keeps all weekly payroll reports on the project for no less than three years after the prime contractor's project completion date.

Periodic Report

Lastly, City of Minot staff must ensure a report on labor standards compliance activity is submitted to HUD. As a HUD entitlement community that completes construction projects over \$2,000 in cost, City of Minot is required to semi-annually submit the Semi-Annual Labor Standards Enforcement Report on HUD Form 4710, to HUD's Labor Relations Specialist. This action enables to HUD to satisfy its responsibilities under the Davis-Bacon and Related Acts (DBRA) and Contract Work Hours and Safety Standards Act.

Chapter 5 – Monitoring

- Internal Review (within local government)
- Subrecipient Oversight
- Records to be Maintained

During the implementation of its CDBG program, City of Minot's staff are responsible for internal reviews, oversight of subrecipients and ensuring that records demonstrating compliance with program requirements are maintained. Monitoring is not a one-time event, but rather an ongoing process during which staff have an opportunity to ensure their internal systems are sound and to build relationships with subrecipients. While monitoring activities differ depending on the type of CDBG program or project being administered, monitoring begins with determining whether projects are eligible and concludes with closing out grants and/or long-term monitoring of certain projects.

City of Minot staff oversee the following subrecipient flow of activities to ensure compliance with CDBG regulations and procedures:

- Eligibility verification
- Procurement
- Pre-construction
- Construction
- Invoice/change order requests
- Project completion

The City of Minot's monitoring process follows the standards and procedures detailed in HUD monitoring handbooks, guidelines, and technical assistance publications. See CPD Monitoring Handbook 6509.2.

The objectives are to ensure that subrecipients:

- Carry out their CDBG-funded projects in a timely manner, as described in their agreements (as modified or amended).
- Determine if any conflicts of interest exist in the operation of the CDBG program, per 24 CFR 570.611.

- Comply with all regulations governing their administrative, financial, and programmatic operations.
- Achieve their performance objectives within schedule and budget.
- Have continuing capacity to carry out the approved program or project.
- Maintain required records to demonstrate compliance with applicable regulations.
- Comply with the Federal monitoring requirements of 24 CFR 570.501(b) and with 2 CFR 200.328 and 2 CFR 200.331.

Internal Review (within local government)

An important part of monitoring is conducting regular internal soundness checks of the City of Minot's policies, procedures, and systems. Conducting at least annual internal assessments will help the City of Minot to: (1) ensure that its program is strong and efficient; (2) easily complete HUD-required reporting; and (3) prepare Grantee for monitoring visits from HUD.

Some questions that the City of Minot should ask of itself during internal assessments include:

- What is the City of Minot's system for ensuring that CDBG funds are used in accordance with program requirements?
- Does the City of Minot maintain written procedures describing its management of the CDBG program?
- How are responsibilities for implementing and managing the CDBG program assigned and delegated?
- Who is in charge of the overall day-to-day administration of the program and does this person have appropriate authority to effect change or force actions to occur?
- If activities are carried out by multiple departments within the City of Minot's governmental structure, do the departments communicate well, share information, and address concerns with performance?
- Has a system been developed/maintained to track the progress of each CDBG-funded project or activity with a timetable and scheduled completion dates?
- Does the program participant have an information system to collect the following data for the CAPER, with regard to the use and investment of CDBG resources? Does in-house information match information entered into IDIS for these data points?
 - Physical location and geographic distribution?
 - LMI beneficiaries?
 - Racial/ethnic data (beneficiaries and displaces)?
 - Fair housing actions?
 - Housing characteristics?

Subrecipient Oversight

Monitoring of subrecipients should maximize limited grantee resources by directing efforts to those entities that are at the greatest risk for non-compliance. To ensure full compliance with the regulations,

the City of Minot takes a proactive approach to oversight, including desk and on-site monitoring that involves several tasks throughout the program year.

Desk Monitoring

The desk monitoring process involves an initial review of activities, and informs the City of Minot's risk assessment which is used to determine which subrecipients will receive an on-site monitoring visit. To conduct a desk monitoring, City of Minot staff review all the written data available in-house, and follow these steps:

- Step 1: Review subrecipient's application for CDBG funding
- Step 2: Review the subrecipient agreement.
- Step 3: Review any progress reports submitted during the current program year.
- Step 4: Review any drawdown requests made to date.
- Step 5: Review documentation of previous monitoring visits and copies of any audits by HUD or any independent party.

Risk Assessment

The annual risk assessment carried out by City of Minot staff is key to developing the monitoring plan. The risk assessment is designed to match staff resources with the highest risk activities based on indicators of need and capacity among subrecipients. Decisions are made to ensure the integrity of programs, including identifying of the subrecipients to be monitored on-site and remotely, the program areas to be covered, and the depth of the review. The selection process should result in identifying those subrecipients and activities that represent the greatest vulnerability.

A list of subrecipient risk factors that should be considered in the assessment follows:

- Ongoing turnover or recent loss of experienced staff responsible for programmatic implementation or financial management
- The amount of the CDBG award
- Inaccurate, incomplete or late performance reports
- Inaccurate or untimely reimbursement requests
- City of Minot staff experience persistent difficulties with managing the subrecipient
- Whether the subrecipient was monitored in the previous year
- The amount of program income a subrecipient generates from its activity

On-site Monitoring

The key document in the monitoring process is the subrecipient agreement. The agreement details all pertinent regulations, certifications and deliverables, as well as the schedule and budget that the subrecipient must comply with in carrying out project activities. The agreement, which incorporates the guidance provided by this manual, also details the performance measures that the subrecipient must meet, including the documentation required to substantiate both performance and compliance.

Staff will use the subrecipient agreement and HUD's CDBG subrecipient monitoring checklists for continuous oversight of project activities and to conduct onsite monitoring visits. The monitoring exhibits are found in HUD's CPD Monitoring Handbook 6509.2.

Site visit monitoring procedures include the following sequence of events:

A. Issue a Notification Letter:

1. Confirm the dates and the scope of the monitoring;
2. Provide a description of the information you want to review during your visit; and
3. Specify the expected duration of the monitoring, which of your staff will be involved, what office space you require, and what members of the subrecipient's staff you need to talk with.

B. Conduct an Entrance Conference:

1. Subrecipient staff have a clear understanding of the purpose, scope and schedule of the monitoring

C. Documentation, Data Acquisition and Analysis

1. Annotate a monitoring checklist or handbook with notes about particular case numbers, statistics or financial figures; and
2. Review and analyze the subrecipient's written policies obtained from the file reviews, on-site inspection of projects, or discussions with subrecipient staff

D. Conduct an Exit Conference with the following objectives:

1. To present preliminary results of the monitoring visit;
2. To provide an opportunity for the subrecipient to correct any misconceptions or misunderstandings;
3. To secure additional information from subrecipient staff to clarify or support their position;
4. For any deficiency that the subrecipient agrees with, to provide an opportunity for subrecipient staff to report on steps they are already taking to correct the matter; and
5. To give the subrecipient an opportunity for questions and additional technical assistance.

E. Prepare a Follow-up Monitoring Letter

1. Include background information: contract number of grant(s) monitored; date(s) of monitoring; names(s) of CDBG staff who conducted the review; scope of monitoring; names of local officials involved in the monitoring visit
2. Describe any deficiencies (finding/concerns/recommendations defined below) formally and quickly in a letter that also includes corrective actions as appropriate.
3. Create a permanent written record of what was found during the monitoring review.

4. Document findings, which are non-compliance with the rules and regulations of the CDBG program and ensure each finding is:
 - a. Accurately identified;
 - b. Based on applicable law, regulation, or program policy;
 - c. Supported by the facts presented in the monitoring letter;
 - Identify corrective actions and timeframes for correction;
 - Identify concerns, less serious deficiencies, with supportive information and specific recommendations for improvement.
 - If appropriate, offer technical assistance.

The monitoring letter will be sent within 30 days of the monitoring visit or earlier, if possible, particularly if there are major findings. Subrecipients must respond in writing to any findings within 30 days after receipt of the monitoring letter. The response must include copies of supporting documentation demonstrating that corrective actions has been taken. Failure by the subrecipient to correct deficiencies may result in funds being withheld and possible restrictions on future grants.

Contractors

In addition to monitoring of subrecipients, the City of Minot conducts regular oversight of contractors engaged to perform services as a result of procurement. This oversight generally follows the terms of the written agreement between the City of Minot and the contractor. As noted in Chapter 4 on Program Compliance, a wide range of requirements must be met, documented and reported. Further details on this oversight depend also on the type of contract, its value and other circumstances.

Chapter 6 – Reporting

- CAPER
- Federal Financial Report and Other Reports
- Audit

Toward the end of the grant cycle, the City of Minot must address its obligation to report on use of CDBG funding. Reporting is a critical part of ensuring that CDBG funds are being used for the purpose for which they were intended. There are five major reports that staff need to prepare. Each have specific purposes, and guidance and tips on how to best meet the reporting requirements are included in Appendix B. The City of Minot has designated staff that is responsible to meet the reporting deadlines as mandated by regulations. The reports are due to HUD at various points throughout the year as indicated below.

Consolidated Annual Performance Evaluation Report (CAPER) The CAPER explains how the City of Minot is carrying out the housing and community development strategies, projects, and activities described in its Consolidated Plan and annual Action Plans. It is meant to report and assess the progress towards achieving strategic plan goals. City of Minot staff prepare the CAPER annually, entering and submitting the report in IDIS as part of the eCon Planning Suite. The CAPER reports data on beneficiaries and common indicators (such as number of persons, households, businesses, units, or beds assisted) for

nearly all program activities. Along with financial information, these indicators demonstrate results as part of an outcome performance measurement system.

The CAPER is made available for a 15-day public review and comment period at the end of each program year, in addition to being discussed at no fewer than three (3) City Council advisory and Committee meetings. Public comment is solicited through brief surveys, print advertisements, and welcomed at a public hearing held during a meeting of the City of Minot City Council. The City of Minot must submit the locally approved CAPER to HUD no later than 90 days following the close of the program year. Failure to submit the CAPER may result in the suspension of funds or withdrawal and reallocation of funds as determined by HUD.

The CAPER submission includes preparation of the PR-26 Financial Summary Report, including the PR 26 Activity Summary Report. The report documents whether the City is in compliance with CDBG's primary objective which is to use funds primarily for the benefit of low- and moderate-income persons. The report also determines whether the City is in compliance with the limitations placed on administrative and public services costs. Steps for completing the report include generating the following micro strategy reports from IDIS:

- PR-03 CDBG Activity Summary Report
- PR-07 Drawdown Report by Voucher Number
- PR-09 Program Income Detail by Program Year and Program
- PR-26 Prior Year CDBG Financial Summary Report

Housing staff runs the initial reports from IDIS and reconciles them with what's been invoiced and reported by subrecipients. If any activities were improperly entered, corrections are made in IDIS, the reports are re-run and submitted to the Finance Department for review. This step is completed prior to the start of the public comment period to give the public a chance to review the draft report. Finance staff checks the reports against the general ledger, reconciles the report with the Munis accounting system, and submits the approved report to Housing staff. The updated information is used to generate the final report which is submitted to HUD as part of the CAPER.

Federal Financial Report and Other Reports

The City of Minot's staff must ensure that expenditures of CDBG funds are drawn down from the U.S. Treasury on a timely basis, per 24 CFR 570.902. Staff must also prepare and submit four periodic reports during the program year: The Federal Financial Report, the Contract-Subcontract Activity Report, the Semi- Annual Labor Standards Enforcement Report, the Federal Funding Accountability and Transparency Act (FFATA) Report, and the Section 3 Summary Report.

Each report documents and certifies critical program compliance information that HUD uses to evaluate the City of Minot's risk as part of its annual risk assessment process that determines which Grantees will receive on-site monitoring visits. For this reason, it is critical that each periodic report is prepared accurately and submitted to HUD in a timely manner.

Federal Financial Report

HUD requires CPD grant recipients to periodically submit reports on the financial progress of the CDBG grant. The IDIS Cash on Hand Quarterly Report is collected through the Federal Financial Report (PR 29). This report is submitted in IDIS and is due within 30 days after the end of each quarter. Since the City of Minot operates its grants with HUD on a reimbursement basis, the report will consistently report either a zero balance or negative cash on hand. The instructions for this report form may be obtained [here](#).

The PR 29 is prepared after staff has pulled micro strategy reports from IDIS, including PR 07 and PR 09 which verify which expenses are documented in IDIS. Housing staff enters the information into the PR 29 report template, prints for review and approval by the Finance Department and the Housing Director, and then submits the report via the IDIS portal. The due dates for the PR 29 are as follows:

- Quarter 1 (covering 7/1 – 9/30) DUE: October 30
- Quarter 2 (covering 10/1 – 12/31) DUE: January 30
- Quarter 3 (covering 1/1 – 3/31) DUE: April 30
- Quarter 4 (covering 4/1 – 6/30) DUE: July 30

Contract-Subcontract Activity Report

HUD uses the Contract-Subcontract Activity Report (form HUD-2516) to monitor and evaluate MBE activities against the total program activity and the designated Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) goals. HUD requires the information to provide guidance, oversight and for the development of MBE and WBE goals. The report must be submitted to the Field Office's Fair Housing and Equal Opportunity (FHEO) representative within 30 days of the end of the federal Fiscal year.

Semi-Annual Labor Standards Enforcement Report

The City of Minot prepares a Semi-Annual Labor Standards Enforcement Report (form HUD-4710) for the periods of October 1-March 31 and April 1-September 30. Each report is submitted to the Field Office Labor Relations Specialist within 7 calendar days after the end of the period covered, or upon request.

The Semi-Annual Labor Standards Enforcement Report provides information on contracts awarded that must comply with the Davis-Bacon Act and Related Acts and/or the Contract Work Hours and Safety Standards Act. Specifically, the report lists each project/contract awarded during the reporting period for which DBRA or CWHSSA is applicable.

The report also includes information on enforcement activities undertaken by the City of Minot during the reporting period. The information reported on contracts (Part I) is separate from that reported on enforcement activity (Part II) and should only be reported to HUD on the HUD-4710 form once. For example, a contract should only be reported on the report corresponding to the period when the contract was awarded. Similarly, enforcement activity is aggregated and reported on the form covering the period when the enforcement activity took place. Therefore, enforcement activity may be reported for projects/contracts that appeared on any prior report as a contract awarded under Part I.

Section 3 Summary Report

The Section 3 Annual Report provides details on the City of Minot's accomplishment towards the Section 3 goals prescribed at 24 CFR Part 135. The City of Minot submits the Section 3 Annual Report online using the Section 3 Performance and Evaluation Registration System as described in Chapter 4.

Audit

Audit requirements ensure independent review and full transparency. An audit does not just look at the numbers but looks at program performance and compliance. There are specific compliance requirements that are inspected in a CDBG audit. They include:

- Activities allowed and unallowed
 - National objectives fulfilled
 - Eligible activities funded
- Compliance with the Davis-Bacon Act
- Matching, level of effort and earmarking
 - Including at least 70% funds expended for LMI persons
- Compliance with Period of Available Federal Funds
- Procurement, suspension and debarment
- Program income
- Compliance with reporting requirements
- Subrecipient monitoring
- Special tests and provisions
 - Citizen participation
 - Environmental review
 - Rehabilitation is completed

Specific regulatory standards for audits are found at 2 CFR Part 200 Subpart E. Grantees and subrecipients that expend \$750,000 or more in federal awards during a fiscal year, must have a single or program-specific audit conducted.

When the audit is completed, City of Minot must submit to the Federal Audit Clearinghouse the reporting package required by 2 CFR 200.507(c)(3) and the data collection form prepared in accordance with 2 CFR 200.512(b) within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period. To find out more information visit the webpage <https://harvester.census.gov/facweb/>

For a checklist of what is expected of the Grantee throughout the audit process, see Exhibit 34-1 Guide for Review of Financial Management and Audits of the CPD Monitoring Handbook 6509.2.

Chapter 7 – Closeout

- Completion in IDIS (Beneficiary Data)
- Records and Retention

CDBG entitlement grants between HUD and a grantee are typically not closed out. Rather the grantee continues to receive ongoing allocations each year with congressional appropriations. However, where there are serious performance issues, HUD may close a grantee's program so that no additional funds are received (see 24 CFR Subpart O). Other special circumstances for closing grants between a grantee and HUD are described in Notice-CPD-14-02, Closeout Instructions for CDBG Program Grants. For instance, a metropolitan city that was a direct grantee may decide to relinquish its entitlement status in order to become part of an urban county. In this case, HUD may close the city's grant.

So, while it is unlikely that a grantee will need to close its CDBG grant with HUD, to complete the lifecycle of an activity funded by CDBG, City of Minot staff must close out each activity. Activities cannot be closed out until a final invoice is submitted by the subrecipient and all monitoring activities have been completed.

Closeout is an integral internal management process by which programmatic, financial and management staff verify that appropriate records demonstrating compliance with all applicable HUD regulations are on file and ready for audit. These documents should provide a comprehensive record of project activities, beneficiaries, and total cost. The City of Minot must maintain these records to demonstrate that it has met all of its obligations to HUD as delineated in the Action Plan certifications that are signed and submitted to HUD with Form PR 26.

Completion in IDIS (Beneficiary Data)

Staff implements closeout procedures as part of IDIS activity. This includes accomplishment reporting and completion as well as the preparation of the CAPER.

Accomplishments must be reported for all CDBG activities except those that do not meet a national objective. HUD expects all grantees to report activity accomplishments as they are realized, but at least quarterly. City of Minot staff must report accomplishments for each program year the activity is open and at activity completion. (The only exception to quarterly/annual reporting is public facilities, which should not be reported until the facility is complete). Specific instructions appear in the IDIS Manual for CDBG Entitlement Communities.

City of Minot staff will verify that records are available to demonstrate that each CDBG activity has complied with 24 CFR 570 and all City of Minot procedures have been followed in the implementation of each activity.

The closeout process may vary between different activities. However, a best practice is presented in the steps below:

1. Receive final reimbursement request and final report from subrecipient, contractor or other entity. The final report should consist of the following:

- Financial Information: This information summarizes all grant expenditures by activity as identified in the current project budget. All budget amendments should be submitted and approved prior to submitting the final report. If the report is submitted and grant funds remain at the end of a project, the subgrantee must follow the instructions contained in its written agreement or contact the City of Minot for instructions.
- Accomplishments Data: This element requires specific information regarding project impact. The subgrantee must maintain adequate records throughout the project lifecycle to successfully complete this section. The number of LMI beneficiaries must be listed in this section. Any changes between the proposed number of beneficiaries and the actual number of beneficiaries must be addressed.
- Census tracts and/or block groups cited must correspond to the written agreement, unless otherwise noted. Demographic data for each census tract and block group must be reported. The subgrantee must provide updated information regarding the LMI benefit achieved by the project. For economic development projects, subrecipients must report on job creation and retention.

2. Verify financial and programmatic records and supporting documentation. This may involve preparing activity records for future audit by third parties. When working with subrecipients, ensure that subrecipient monitoring has been conducted to verify subrecipient files properly maintained and funds were properly invested. Any monitoring findings must be resolved.

3. Process the final reimbursement request to ensure timely payment of reimbursement requests.

5. Conduct the final IDIS drawdown by initiating a final draw of activity funds in IDIS.

6. Mark Activity “Complete” in IDIS, as appropriate, and provide for management review of programmatic and financial records prior to marking a particular activity “complete” in IDIS. See Records section below for information on records that should be maintained.

Records and Retention

City of Minot staff should place complete documentation in the corresponding CDBG activity file, including, but is not limited to:

- Written agreements;
- Key accounting records;
- Supporting documentation;
- Correspondence and e-mails between and among related parties;
- Evidence of monitoring (monitoring letter, entrance conference sign-in sheet, monitoring

results, supporting documentation etc.)

CDBG subrecipients must adhere to HUD's recordkeeping requirements as contained in 24 CFR 570.506. HUD funded records must be retained for five years after the completion of the program, in order to allow access for audit and public examination. If audit findings are not resolved, the records must be retained beyond the five years. The retention period starts when the annual or final expenditure report has been submitted or, for nonexpendable property, from the date of final disposition.

Salesforce will be used as the official electronic record keeping system. Records will be retained according to the guidelines established by HUD or the State of North Dakota, whichever is more stringent.

Appendix A

The following table outlines approximate dates of the application process from subrecipients to apply for CDBG funds. These dates are dependent on awards being announced.

January 2	RFP Released in paper for 30 days
February 1	RFP application due
February 15	Applicant presentations
March 1	Action Plan Developed and Contracts developed
March 15	30 day public comment period
April 15	Public Hearing and Council Approval

Appendix B

- ⓘ Guide to National Objectives and Eligible Activities for CDBG Entitlements
<https://www.hudexchange.info/resource/89/community-development-block-grant-program-cdbg-guide-to-national-objectives-and-eligible-activities-for-entitlement-communities/>
- ⓘ IDIS for CDBG Entitlement Communities Manual
<https://www.hudexchange.info/sites/onecpd/assets/File/IDIS-for-CDBG-Entitlement-Manual.pdf>
- ⓘ CDBG Matrix Codes Sheet
<https://files.hudexchange.info/resources/documents/Matrix-Code-Definitions.pdf>
- ⓘ CPD Monitoring Handbook, Chapter 3: CDBG Entitlements (and related checklists)
<https://view.officeapps.live.com/op/view.aspx?src=https%3A%2F%2Fwww.hud.gov%2Fsites%2Fdocuments%2F65092C3.DOC&wdOrigin=BROWSELINK>
- ⓘ Uniform Administrative Requirements, 2 CFR Part 200
<https://files.hudexchange.info/resources/documents/CDBG-Entitlements-and-the-Uniform-Administrative-Requirements.pdf>
- ⓘ Other Federal Requirements (such as Uniform Administrative Requirements and Lead Based Paint Standards) *
<https://files.hudexchange.info/resources/documents/Basically-CDBG-Chapter-17-Lead.pdf>

* Standard conditions for the use of CDBG funds include provisions related to environmental review, fair housing and non-discrimination as well as labor standards. Because those three “cross-cutting” federal requirements are certain to apply to all CDBG grantees, they are detailed in body of these model policies and procedures. Uniform Relocation Act requirements and Lead-Based Paint Standards may also apply. Guidance for those two additional requirements appear in the Appendices. Links to the HUD Exchange for the full range of possibly applicable laws and regulations are provided as well



TO: Mayor Ross
Members of the City Council

FROM: Jason Sorenson, Utilities Director

DATE: April 7, 2025

SUBJECT: HOME PURCHASE FOR FUTURE FLOOD CONTROL

I. RECOMMENDED ACTION

It is recommended City Council authorize an appraisal of the property, and begin negotiations to purchase the property and authorize the Mayor to sign the contract amendment with CDM Smith to facilitate the acquisition.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

In 2012, after the Preliminary Engineering Report (PER) for the MREFPP was released, the City of Minot created a list of acquisitions that would be necessary to construct future flood control projects. All of those properties were initially sent voluntary acquisition offers while funds were available. Many homeowners did take the voluntary offers and some did not. Those that didn't take offers have since been acquired through the City's involuntary acquisition program as each flood control project is developed and designed.

B. Proposed Project

The City of Minot was recently contacted by an individual representing the estate of a gentleman who recently passed away. The family discovered the letter from the City of Minot offering to purchase the property back in 2012 and was wondering if the City still wanted to purchase the property. The property is in the footprint of the future 27th Street Diversion project and acquiring this property would be necessary.

C. Recommendation Detail

As stated, this property will be necessary to accommodate construction of the 27th Street Diversion. Since construction of that project is more than two years out, it cannot be purchased through our involuntary acquisition program using a different funding source. Staff recommends amending the current agreement with CDM Smith to facilitate the appraisal and purchase of this property.

IV. IMPACT

A. Aspirations

Prepared and Resilient

B. Service/Delivery Impact:

The 27th Street Diversion is part of the overall Mouse River Flood control project to provide flood protection for the residents of the City of Minot and acquisition of this property is necessary to construct this project.

C. Fiscal Impact

Project Costs

Contract amendment with CDM Smith: \$24,472

Project Funding

Flood control acquisitions in the City of Minot are funded 75% through a cost-share agreement with the State Water Commission (SWC). The City's share of this acquisition will be funded using sales tax dollars for flood control. The 2025 budget includes property acquisitions at 75% SWC and 25% local share from sales tax so no budget amendment would be necessary to acquire this property.

VI. ALTERNATIVES

Council could elect to deny authorization to acquire the subject property. In that case, the property will need to be acquired at a later date, most likely at a higher cost. If the future acquisition is from someone residing at the property, relocation benefits would need to be offered as well.

**AMENDMENT NO. 10
TO AGREEMENT
BETWEEN
CITY OF MINOT AND CDM SMITH INC.**

This Amendment No. 10 is made and entered into this 7th day of April 2025 to the Agreement between CDM Smith Inc. (CDM Smith) (“PROGRAM ADMINISTRATOR”, now “PROJECT DELIVERY CONTRACTOR”) and the City of Minot (“OWNER”, now “GRANTEE”) dated June 6, 2016 (the Agreement”).

WHEREAS, PROJECT DELIVERY CONTRACTOR and GRANTEE entered into the Agreement for National Disaster Resilience Grant Administrative and Project Delivery Services, and

WHEREAS, the parties desire to amend the Agreement so as to amend the scope of work, time periods of performance and payment, and/or responsibilities of PROJECT DELIVERY CONTRACTOR; and

WHEREAS, the Agreement provides that any amendments shall be valid only when expressed in writing and signed by the parties.

NOW THEREFORE, in consideration of the mutual understandings and Agreements contained herein, the parties agree to amend the Agreement as follows:

1. The Basic Services of PROJECT DELIVERY CONTRACTOR as described in the Agreement are amended and supplemented as follows:

- Complete the acquisition/relocation/demolition of 1 additional property as detailed in the scope of services in Attachment A.

2. The responsibilities of GRANTEE as described in the Agreement are amended and supplemented as follows:

No change.

3. The time periods for the performance of PROJECT DELIVERY CONTRACTOR services as set forth in the Agreement are amended and supplemented as follows:

Contract period of performance is extended to June 30, 2027.

4. The payment for services rendered by PROJECT DELIVERY CONTRACTOR shall be as set forth below:

The overall contract upper limit is increased by \$24,472 per Attachment A for a revised contract upper limit of \$21,490,232.25

5. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect. The effective date of this amendment shall be upon the date executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this amendment on the date indicated above for the purpose herein expressed.

Steve Wolsfeld

Digitally signed by Steve Wolsfeld
DN: C=US,
E=wolsfeldsl@cdmsmith.com,
O=CDM Smith, OU=NAU,
CN=Steve Wolsfeld
Date: 2025.03.31 13:03:08-05'00'

CDM Smith, Inc.
Steven L. Wolsfeld, P.E.
Senior Vice President
DATE: 04/07/2025

City of Minot
Tom Ross
Mayor
DATE: 04/07/2025

**AMENDMENT NO. 10
ATTACHMENT A**

SCOPE OF SERVICES AND ESTIMATE OF FEES

Task 1 – Strategic Buyouts, Relocation and Demolition Services

Background

The scope of services for this activity includes project delivery services for Minot’s strategic acquisition, relocation, demolition 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. Scope of services to include:

- Acquisition, relocation, demolition services for 1 additional property needed for the flood protection project.

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:

- 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. Housing acquisition and buy-out program

CDM Smith will add additional property to the housing buy-out program. 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 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

1.1.2 Offer activities

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

1.1.3 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

1.1.4 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

1.1.5 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

1.1.6 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

1.1.7 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 1.2 Relocation Services

All services are to be provided in accordance with State of North Dakota Water Commission relocation requirements and 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 13 additional parcels. In general, the CDM Smith project team will complete the following tasks:

- Obtain owner and tenant information for residents to review for URA compliance
- Determine whether URA assistance is available and applicable
- Provide relocation assistance counseling as needed
- Contact tenants / meet with tenants remote
- Prepare and send URA notices / offers – GIN, NOE, etc.
- Prepare relocation claims

- Submit relocation claims for internal and City review and approval
- Release relocation assistance payments to eligible applicants in accordance with program policies and regulations

1.2.1 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 the following benefits:

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

Tenants can be eligible for the following relocation benefits:

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

The replacement housing payment or rental supplement payment will be determined for each dwelling unit by the Relocation Specialist. After obtaining the City's approval for the payment, a meeting will be held with the occupants to 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.

1.2.2 Landlord re-establishment

Persons who own rental properties 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 rental property 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.

1.2.3 Personal property move

There may be certain instances where a person may not occupy the home 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.

1.2.4 General relocation duties

The CDM Smith team 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 CDM Smith team 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 date before they are required to move from the acquired site. At the time the City acquires the site, the CDM Smith team 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.

Task 1.3 Demolition Services

The following scope of services is based on providing services for associated demolition management for up to 1 property as described below.

Task 1.3.1 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 identified structures. 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 re-sale or 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 1.3.2 Environmental reviews for structures to be demolished

When required, 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:

- All main structures that are deemed eligible for sale via auction that were constructed prior to 1978 will have a lead-based paint report completed by a North Dakota accredited lead-based paint testing contractor.

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 NDDEQ for approval of the abatement work.
- Before demolition a Notification of Asbestos Demolition and Renovation will be sent to NDDEQ 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 1.3.3 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 or offered for sale via auction to the public.
- 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

- Funds used will be State Water Commission and City funds.
- Salesforce will be used as the IT solution to manage the data and processes for the program.
- Budget and Fee Schedule is based on 1 property to be acquired and demolished.
- Demolition – oversight of underground utilities, development roadways, and other removals is not included in budgets.
- Up to 1 property will require asbestos samples to be collected and analyzed.
- Up to 1 property will require lead inspection and compliance.

Attachment A

City of Minot
Additional Acquisition/Relocation/Demolition
Program Delivery Services
Amendment #10
CDM Smith
Estimate of Fees
4/7/2025

Number	Task Description	Blended Rate, \$	Principal/ QAQC	Program Manager	Acquisition/ Relocation Specialist	Project Controls	Compliance Specialist	Construction Manager	Demo workers	Acquisition/ Relocation Case worker	Admin/Files	CDM Labor Hours	CDM Labor Cost, \$
1	<i>Acquisition/Relocation/Demolition Services</i>												
1.1	Acquisition/Relocation/Demolition Services												
	- Additional 1 property												
	- 2025/26 services	\$161.00	16	40	24	4	4	24	24	8	8	152	\$ 24,472
	Subtotal Acquisition/Relocation/Demolition		16	40	24	4	4	24	24	8	8	152	\$ 24,472



TO: Mayor Ross
Members of the City Council

FROM: Mark Paddock, Water Treatment Plant Superintendent

DATE: April 7, 2025

SUBJECT: CHLORINE ANALYZER REPLACEMENT - BUDGET AMENDMENT

I. RECOMMENDED ACTION

It is recommended City Council approve the purchase of replacement chlorine analyzers for the total cost of \$20,156.25 and approve a budget amendment on first reading to move funds from water treatment plant maintenance to the capital equipment line item.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

As part of the Safe Drinking Water Act (SDWA) the water treatment plant is required to monitor the chlorine residual as water is leaving the plant. There are multiple chlorine analyzers throughout the water treatment plant and high-service pump station that do this monitoring and are connected to the water treatment plant Supervisory Control and Data Acquisition System (SCADA). This allows operators to make adjustments to the treatment process using live, real-time monitoring data. Multiple units existing units are over 10 years old and are failing. They are beyond their useful life and repairs are not possible.

B. Proposed Project

Replacement of the chlorine analyzers is required for SDWA compliance. Since the replacement analyzers are over \$5,000, a budget amendment is necessary to allocate funds to the correct line item.

C. Recommendation Detail

This is a required piece of equipment. The original devices were installed many years ago at a cost of greater than \$15,000 each and are now broken and obsolete.

IV. IMPACT

A. Aspirations

Prepared & Resilient

B. Service/Delivery Impact:

The water plant staff will be able to monitor both Chlorine residual and other parameters of the water entering the distribution system using one device at a lower cost than the failed original device.

C. Fiscal Impact

Project Costs

New chlorine analyzer for high service pump station	\$8,944.75
New chlorine analyzer for water treatment plant	\$11,211.25

Project Funding

There is funding available in the water treatment plant vehicle and equipment maintenance line item. The budget amendment is to move funds to capital equipment line item since the purchase is over \$5,000.

VI. ALTERNATIVES

An alternative to this purchase is to collect a sample at the High Service Pump Station several times during a 24-hour period, resulting in extra daily expenses. Extra expenses would be incurred due to work hours, travel, and portable reagents needed for performing the test. If we do not monitor these parameters, it is very likely that drinking water quality will diminish and possibly receive a SDWA violation.

ORDINANCE NO:

AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO INCREASE THE WATER PLANT CAPITAL EQUIPMENT EXPENDITURES AND DECREASE THE WATER PLANT VEHICLE AND EQUIPMENT REPAIR EXPENDITURES FOR THE PURCHASE OF A CHLORINE ANALYZER.

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

- §1: Amend the 2025 annual budget to increase the water plant capital equipment expenditures and decrease the water plant vehicle and equipment repair expenditures for the purchase of a chlorine analyzer:

14060000-57500		20,157
14060000-44330		(20,157)

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

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

Mark Jantzer, Acting Mayor

Mikayla McWilliams, City Clerk



TO: Mayor Ross
Members of the City Council

FROM: Mark Paddock, Water Treatment Plant Superintendent

DATE: April 7, 2025

**SUBJECT: SUBSCRIPTION TO DECISION BLUE WATER TREATMENT
OPTIMIZATION PLATFORM - BUDGET AMENDMENT**

I. RECOMMENDED ACTION

- 1. It is recommended City Council approve entering into a one-year service agreement with Fontus Blue for their Decision Blue® platform at the discounted first-year cost of \$24,000;**
- 2. Approve a budget amendment on first reading to move funds to the appropriate line item; and**
- 3. Authorize the Mayor to sign the agreement on behalf of the city.**

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

The City of Minot currently treats groundwater from 16 wells using lime softening. Operators manage multiple chemicals, including lime, carbon dioxide, and polymers for pH adjustment and hardness removal. Currently there are several challenges that lead to inefficiencies and increased costs:

- Operators lack formal chemistry training, making it difficult to optimize chemical dosing.
- Tracking and trending water quality data over time is inconsistent.
- We risk overfeeding chemicals (particularly lime), leading to avoidable costs.
- A new surface water treatment plant (Biota Water Treatment Plant in Max, ND) is expected to come online in 2025, introducing new complexities in water source blending and treatment.

B. Proposed Project

To assist plant operators with decision-making, the Water Treatment Plant requests approval to purchase a service provided by a company called Fontus Blue that has a water plant chemistry optimization platform. The service will

support efforts to improve operational efficiency, reduce chemical costs, and prepare for the upcoming surface water treatment plant integration.

The service includes:

- Virtual Sensors supporting each use case
- Virtual Jar® Chemical Dosing Tool for balancing treatment goals
- Virtual Optimization Meetings & Training for staff development and continuous support

C. Recommendation Detail

- Using this software as soon as possible will enable us to not only optimize our processes immediately, but also provide data tracking for future adjustments that will be needed when using alternate raw water sources.
- Fontus Blue's Decision Blue® platform offers a high-impact solution to help our utility meet current challenges and prepare for future operational demands.

IV. IMPACT

A. Aspirations

Fontus Blue's Decision Blue® Optimization Platform will be a valuable tool for the Water Treatment Plant staff to achieve all the City of Minot's Aspirations.

B. Service/Delivery Impact:

- Improve Chemical Efficiency: Optimize lime use to reduce overfeeding and save on chemical costs.
- Enhance Operational Confidence: Equip staff with virtual tools and training to make more effective treatment decisions.
- Leverage Data for Better Decisions: Improve our ability to track treatment trends and outcomes.
- Prepare for Surface Water Integration: Ensure we're ready to blend groundwater and surface water effectively once the new plant is operational.
- Ensure Compliance: Gain stronger control over disinfection byproducts, corrosion risk, and other regulatory parameters.

This platform aligns with our strategic goals of improving efficiency, managing cost, and ensuring high water quality for the City of Minot.

C. Fiscal Impact

Project Costs

Annual Service Cost: \$30,000

Discounted First-Year Price: \$24,000

Project Funding

Based on water treatment plant chemical bids there will be available funds in the water plant chemical budget to accommodate the purchase. A budget amendment is necessary to move the funds from the water treatment supplies line item to the monitoring line item. This software will be utilized at both the Minot Water Treatment Plant and the Max Biota Plant so the costs are split 50/50 between those two departments.

VI. ALTERNATIVES

Council could elect to reject this purchase, and for Water Treatment Plant staff to continue chemical feed determinations as done in the past without confidence in the best possible water quality and most economical use of treatment chemicals. This would also include guessing the chemical feed required when we start blending surface water.

ORDINANCE NO:

AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO INCREASE THE WATER PLANT AND NAWS BIOTA PLANT IT MAINTENANCE AND REPAIR AGREEMENTS EXPENDITURES AND DECREASE THE WATER PLANT AND NAWS BIOTA PLANT WATER TREATMENT SUPPLIES EXPENDITURES FOR THE PURCHASE OF A DECISION BLUE SOFTWARE SUBSCRIPTION.

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

- §1: Amend the 2025 annual budget to increase the water plant and NAWS Biota plant IT maintenance and repair agreements expenditures and decrease the water plant and NAWS Biota plant water treatments supplies expenditures for the purchase of a Decision Blue software subscription:

14060000-44350		12,000
14060000-46110		(12,000)
22060100-44350		12,000
22060100-46110		(12,000)

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

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk



Decision Blue[®] Virtual Jar[®]
Recurring Service Proposal for the
City of Minot



This Proposal Requested by:

Mark Paddock
Water Treatment Superintendent
City of Minot
10 3rd Ave SW
Minot, ND 58701

Prepared by:

Jeff Biberdorf
Director of Sales & Marketing
Fontus Blue
526 S. Main St.
Akron, OH 44311

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Proposal

Statement of Understanding

We look forward to supporting your efforts at the City of Minot to optimize water treatment. Balancing multiple water quality regulatory requirements and goals with operations expense management goals is a significant challenge in today's environment.

Based on conversations with your team, the following optimization opportunities were identified:

1. Softening - Hardness Removal
2. Total organic carbon (TOC) removal and pre-treatment chemical dosing optimization
3. Team knowledge transfer and training regarding water treatment optimization

Our proposal aims to address these optimization opportunities with our Decision Blue[®] service, including:

- a. Virtual Jar[®] chemical dosing tool for Softening Optimization & TOC removal
- b. Decision Blue[®] Ops meetings for water treatment optimization

The anticipated starting month for this project is April 2025.. Please let me know if you have any questions and we look forward to working together.

Sincerely,



Christopher M. Miller, Ph.D., P.E. | CEO



Jeffrey S. Biberdorf, Director of Sales & Marketing

Business Case

Operations staff in Minot are currently navigating the complexities of maintaining and improving water quality standards while preparing for a major shift in operations – the integration of a new surface water treatment plant in 2025. They face increasing operational demands and evolving regulatory pressures, particularly around disinfection byproducts, corrosion control, and hardness removal.

Traditional methods, such as manual chemical adjustments, operator judgment, or periodic jar testing, can lead to inconsistent treatment outcomes, chemical overuse (especially lime), and increased operational costs. The current lack of a system for tracking trends over time or comparing treatment performance further limits opportunities for data-driven optimization.

The Decision Blue® platform addresses these challenges by providing a robust suite of tools tailored to Minot's specific treatment needs. It integrates existing water quality data, enables multi-objective analysis through Virtual Sensors, and supports better operational decisions with predictive insights. The platform helps optimize chemical dosing, reduce waste, support operator confidence, and ensure a smooth transition as Minot begins blending surface and groundwater sources in the coming year.

Advanced Water Quality Measures and Predictive Insights

Unlock unique and actionable water quality measures with virtual sensors. Benefits of deploying Decision Blue virtual sensors include:

- **Early Detection and Real-Time Response:** Virtual sensors offer early detection and swift response to potential water quality issues, preventing costly corrective actions and reducing downtime.
- **Regulatory Compliance and Public Health Protection:** Continuous monitoring ensures water quality meets regulatory standards, minimizing the risk of non-compliance and protecting public health.
- **Optimized Resource Allocation and Streamlined Operations:** Predictive insights help optimize chemical usage, energy, and other resources, resulting in cost savings and improved operational efficiency. Automated assessment of water quality risks reduces the necessity for manual data review, enabling staff to concentrate on strategic tasks.
- **Scalability and Flexibility:** The system's scalable design allows for monitoring additional parameters as needed, providing a flexible solution that adapts to the utility's evolving needs.

Predictive Water Quality Forecasting and Treatment Optimization

Decision Blue offers multi-objective water quality forecasting and treatment optimization capabilities. Benefits from deploying Decision Blue Virtual Jar® include:

- **Enhanced Treatment Efficiency and Consistency:** Fine-tuning treatment strategies based on real-time data ensures consistent water quality outcomes, meeting or exceeding regulatory standards
- **Cost-Effective Chemical Usage:** Predictive analytics and virtual jar testing enable precise chemical dosing, reducing overuse, minimizing waste, and lowering operational costs.
- **Real-Time Optimization and Adaptability:** Continuous monitoring and scenario analysis enable operators to adjust to dynamic conditions, ensuring efficient treatment processes and regulatory compliance.
- **Extended Equipment Lifespan and Resource Conservation:** Optimized processes reduce equipment wear, conserve resources, and contribute to sustainability by lowering long-term operational costs.

Water Treatment Optimization Support

Fontus Blue provides personalized coaching and support to optimize water quality processes. Benefits from working directly with our team include:

- **Tailored Training and On-the-Job Guidance:** Operators receive personalized coaching and real-time support, improving their skills and confidence in decision-making, resulting in more efficient and effective operations.
- **Access to Specialized Knowledge and Advanced Problem-Solving:** Regular coaching sessions ensure ongoing process optimization, regulatory compliance, and long-term skill development.
- **Strategic Resource Utilization:** Specialized guidance assists operators in optimizing chemical and energy usage, resulting in cost savings, reduced operational disruptions, and a supportive work environment that enhances operator satisfaction and retention
- **Continuous Improvement and Compliance Management:** Regular coaching sessions ensure ongoing process optimization, regulatory compliance, and long-term skill development.

Scope of Service

Decision Blue® Virtual Jar® build, alignment, & implementation at your water utility including the following:

1. Custom build of Virtual Jar® for chemical dosing support with:
 - A simulation engine based on (where applicable) oxidant chemistry, coagulation chemistry, adsorption fundamentals (e.g. powdered activated and granular activated carbon), hydraulic, and physics principles.
 - Model performance evaluation for treatment objective(s)
 - Machine learning techniques to tune-calibrate the simulation engine
 - Review of the optimization recommendations for various water quality scenarios
2. Evaluation of model performance for priority objectives such as hardness removal and future TOC reduction
3. Water quality and chemical dosing data collection and aggregation for QA/QC of current chemical dosing impact on finished water quality including:
 - Review treatment processes
 - Review key treatment chemicals: SDS sheets, inventory workflows, chemical costs, dosing calculations, and application points in the treatment process
 - Review water quality levels of service
4. Decision Blue Ops Meetings -
 - Regularly scheduled sessions with the Fontus Blue™ team to conduct training and provide guided use of the software
 - For an initial deployment of the software, these meetings are conducted the first three months until staff are adequately trained and experienced in using the software
5. Meetings by Request during Office Hours with Fontus Blue™ staff, offered to all clients for open discussions concerning product use best practices and water quality optimization inquiries
6. Additional Decision Blue® functionality including:
 - Web-access for all specified users (unlimited)
 - Access to historical data and Trends plotting capabilities
 - File Storage
 - Decision Blue Log for insights, actions, and outcomes
 - Daily Reports

Implementation schedule:

1. Kick Off

- 1-hour Kickoff session between the FB Client Success team and the Client Leadership Team
- Typically scheduled within 2 weeks of contract start date

2. Data Collection

- Requested after the Client Kickoff Call or upon contract signing
- Client to send to Fontus Blue within a 2-week window of Client Kickoff Call
 - (if timeframe is not met, will delay the timeline of future steps)

3. Build

- Decision Blue build: up to 2 Weeks after the Kickoff call
- Virtual Jar Build (if applicable): up to 1 month after data is received

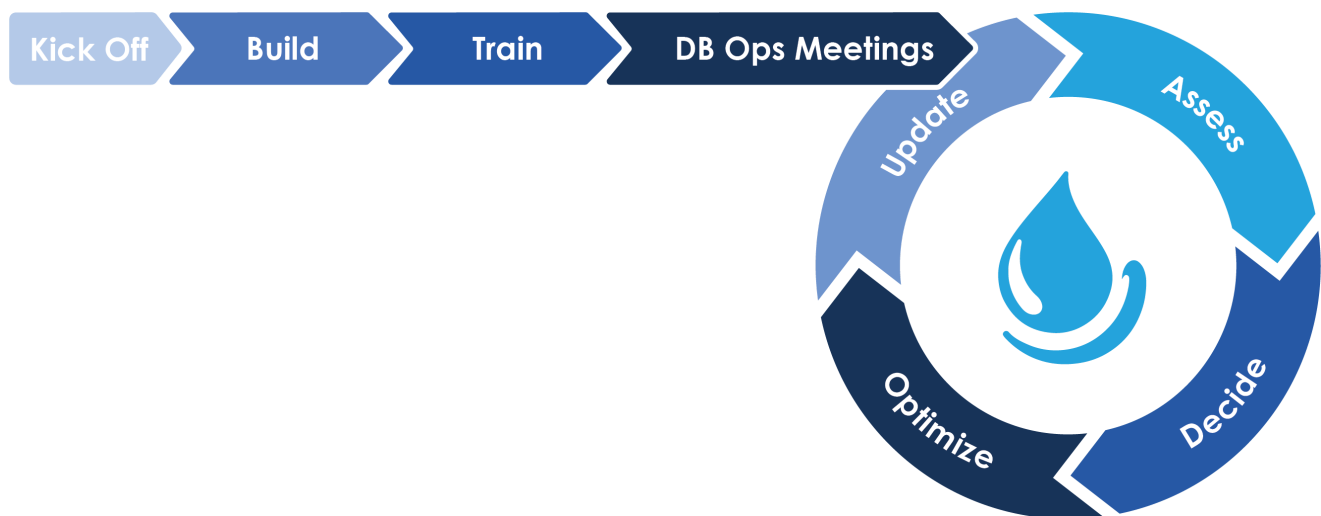
4. Training

- Varies by the number of team members requiring training
- Varies if multiple shift members require training
- Will be scheduled by Fontus Blue and set to begin after the previous step
- Fontus Blue will reach out to Client to schedule training

5. Continuous Decision Blue Ops Meetings

- Regularly scheduled Decision Blue Ops meetings for the first year, with the opportunity to shift occurrences in continuing renewals

Client is expected to provide data in a reasonable window (2 weeks) and respond in a timely manner to Fontus Blue data and training requests to keep implementation and deployment on schedule



Terms & Pricing

Below is a summary of the annual charges

Decision Blue Service Summary	Monthly Price	First-Year Discount
Virtual Sensors 1. Hardness Simulator 2. TOC Virtual Jar 1. Softening - Hardness Removal 2. TOC Virtual Support 1. Office Hours & User Training 2. File storage (SOPs etc.) 3. Data Entry Archive 4. Trends (graphing of data) 5. Key insights, actions, and outcomes logging	\$2,500.00	-\$6,000.00

Monthly Total	\$2,000.00
Annual Total	\$24,000.00

Acceptance

Signature is required from both Fontus Blue™ and City of Minot

IN WITNESS WHEREOF, each of the Parties hereby agree to the terms and conditions set forth in this Agreement. Both Parties by its duly authorized officer, as of the day and year set forth below.

Fontus Blue:

City of Minot:

Jeff Biberdorf
Director of Sales & Marketing

Tom Ross
Mayor

By Signing this Agreement, you also agree to Fontus Blue's MSA, which you can find below.

Payment Schedule

Payment Terms

Net 30, [Contract Timeline of April 15, 2025 - April 14, 2026](#)

Annual Charges billed on a monthly, prospective basis

Billing contact name & email for City of Minot:

Appendices

About Fontus Blue™

Fontus Blue™ was founded in Akron, OH (USA) with the vision of

Excellent Drinking Water for Everyone, Every Day.

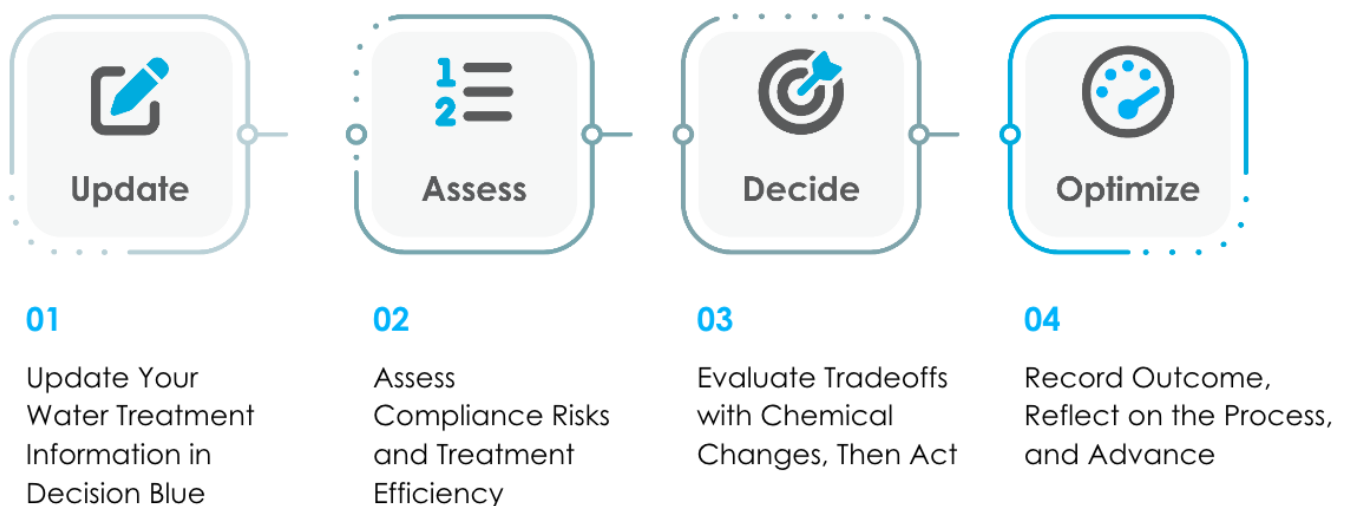
Our team is dedicated to being a trusted resource to support your staff, truly becoming an extension of your team. We are able to combine your knowledge and data with our Decision Blue® software and team expertise to create actionable insights to truly deliver excellent water to your customers.

Knowing your goal is protecting your consumer's health, we look forward to being able to work alongside you to guide the easing of regulatory burdens, drive team engagement, and optimize operational expenses.

The Fontus Promise

When following the Proven Process, we guarantee insights and water treatment optimization progress.

Proven Optimization Process



Decision Blue® Instance Examples

decisionblue

HomeDataModulesToolsLogFontus Demo SiteJeffHelp



Fontus Demo Site | CEO - Miller, Christopher | +1 (330) 697-2741 | PWSID - NA | 526 S Main St, Akron, OH - 44311

Module Summary

Automatically Refreshes in 4 minutes and 17 seconds

TOC

TOC Ratio Estimate

UV254 Removal (%)

Settled UV254

Disinfection

CT Ratio

Maximum Demand (mg/L)

DBP

THM MAX (ppb)

THM Margin (ppb)

HAA MAX (ppb)

HAA Margin (ppb)

HAB

HAB Alert Level

Total Treatable Microcystin (ppb)

Turbidity

Raw Turbidity (NTU)

Settled Turbidity (NTU)

Tap Turbidity (NTU)

Hardness

Tap Total Hardness

Softening pH

Lime Ratio

Soda Ash Ratio

Corrosion Sentry

Simulated CCPP

Lead Solubility

Copper Solubility

Chemical Use

Total Cost

Map

Schematic

Chemical Info

Hydraulics Info

Uploads

Decision Blue® homepage example (note: the exact number of modules may vary)

Virtual Jar™

Date of Test: 8/15/2022

Analysis for 8/15/2022  Water Quality Measures [Save Inputs](#)

Raw Turbidity (NTU)	Raw pH (S.U.)	Temperature (C)	Raw Alkalinity (mg/L)
2.38	7.96	23.4	103
Raw Hardness (mg/L)	Basin 1 pH (S.U.)	Raw Manganese (mg/L)	Raw UV-254 (A/cm)
118	6.7	0.242	0.183

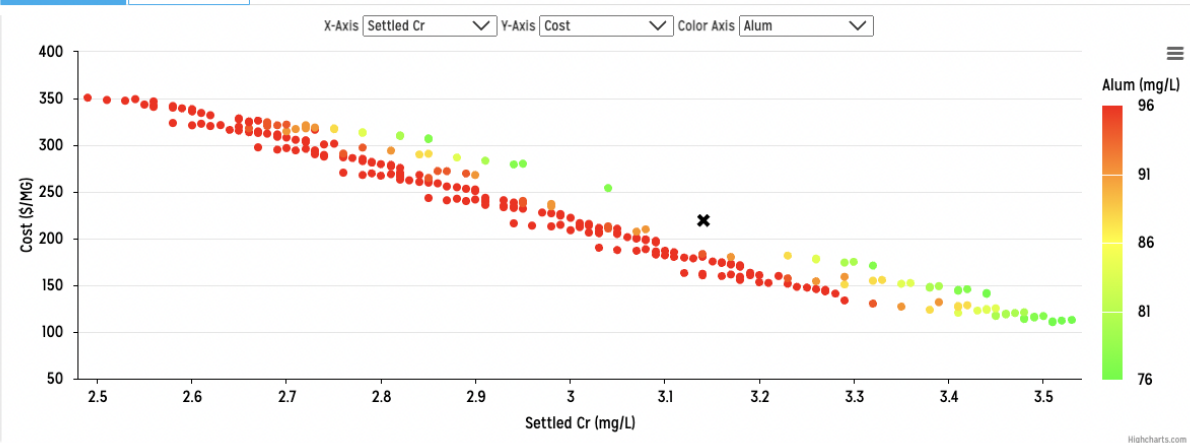
Chemical Use [Chemical Costs](#) [VS Settings](#)

KPI	Units	Current Use 	Jar 1 	Jar 2 	Jar 3 	Similar Quality	Target Quality
KMnO4	mg/L	0.9	0.9			1	1.1
ClO2	mg/L	0.8	0.8			0.9	0.6
Alum	mg/L	86	81			96	96
PAC	mg/L	8	8			5.1	10.3
Pre-Filter Cl2	mg/L	1.6	1.6			1.6	1.6

Virtual Jar™ Results [Download PDF](#) [Simulate](#)

KPI	Units	Current	Jar 1	Jar 2	Jar 3	Similar Quality	Target Quality
Cost	\$/MG	220.31	214.52	-	-	204.91	259.23
Savings	%	-	2.6	-	-	7	-17.7
Settled Turbidity	NTU	0.46	0.47	-	-	0.48	0.46
Settled Cr	mg/L	3.14	3.22	-	-	3.05	2.9
Tap Manganese	mg/L	0.022	0.022	-	-	0.022	0.022

Optimal Options [Jar Simulations](#)



Example Decision Blue® Virtual Jar® chemical dosing tool

TOC

Automatically refreshes in ~ 4 minutes and 37 seconds

06/27/2023



Key Performance Indicators (KPIs)



TOC Ratio Estimate

1.81

UV254 Removal (%)

38.7

Settled UV254

0.038

Details

Source Alkalinity

147 mg/L

Source TOC

4.00 mg/L

Required TOC Removal

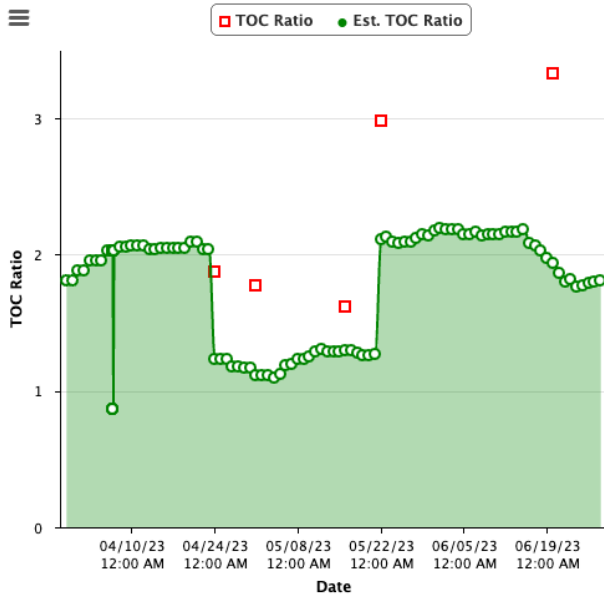
15.0 %

TOC Ratio



Reset

Graph Controls

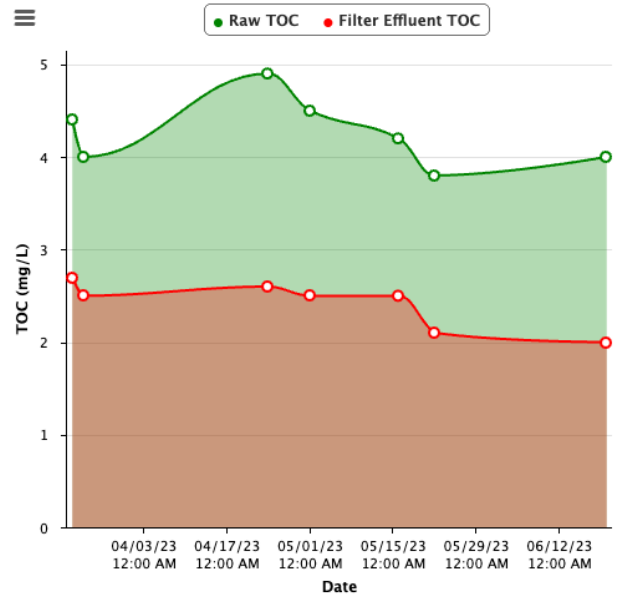


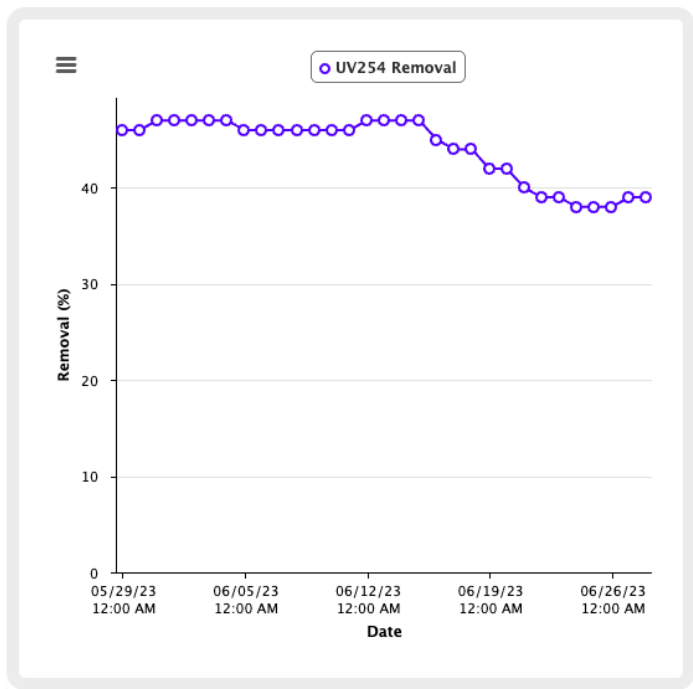
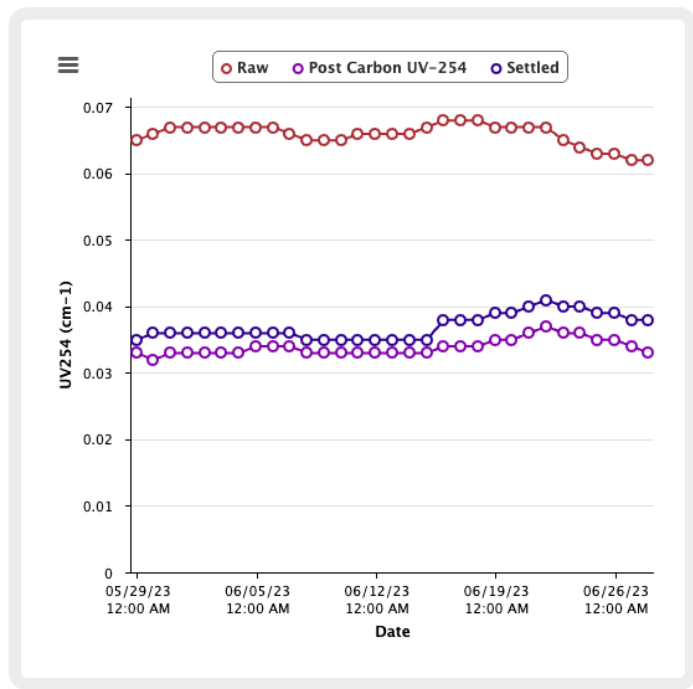
TOC



Reset

Graph Controls





Example Decision Blue® TOC Solution Example & UV254 Data

Hardness Module

Automatically Refreshes In ~ 5 minutes and 57 seconds

08/25/2022

Key Performance Indicators (KPIs)



Tap Total Hardness
106

Softening pH
9.5

Lime Ratio
1.66

Soda Ash Ratio
1.08

Softening Performance

Raw Total Hardness	246 mg/L
Tap Hardness	106 mg/L
Hardness Removal	57 %

Softening Factors

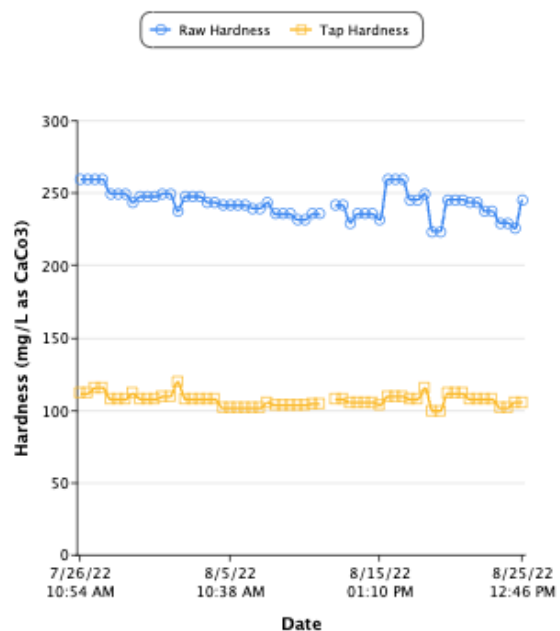
Raw Alkalinity	130 mg/L as CaCO ₃
Raw pH	8.4 SU
Quicklime Use	1281 lbs/day CaO
Soda Ash Dose	441 lbs/day
Ferric Use	294 lbs/day

Hardness Data



Reset

Graph Controls

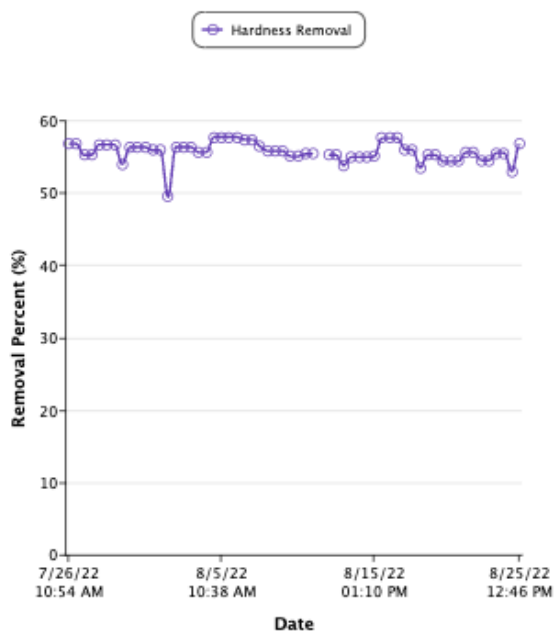


Hardness Removal



Reset

Graph Controls



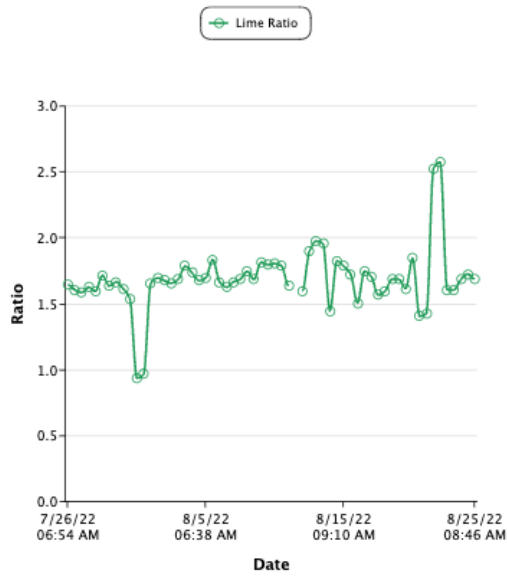
(1/2) Example Decision Blue[®] Hardness Solution Example

Lime Ratio



Reset

Graph Controls

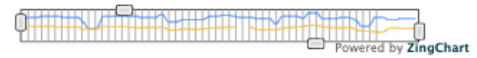
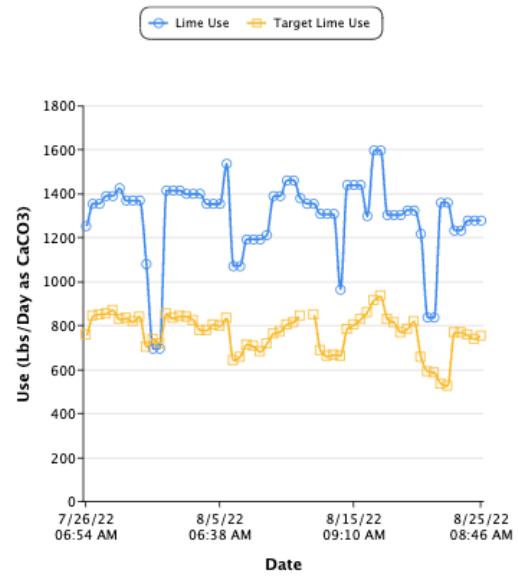


Lime Use



Reset

Graph Controls

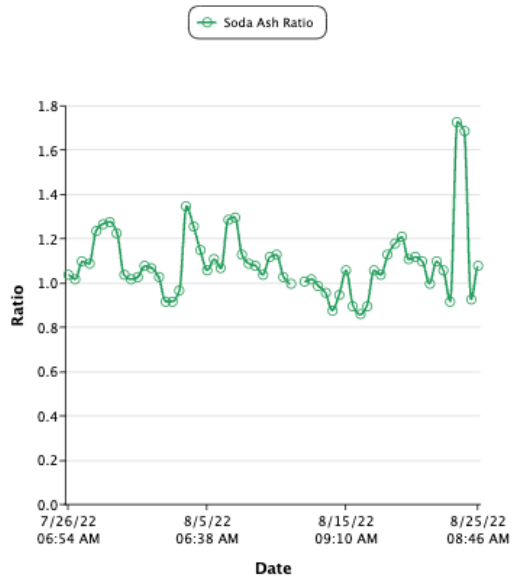


Soda Ash Ratio



Reset

Graph Controls

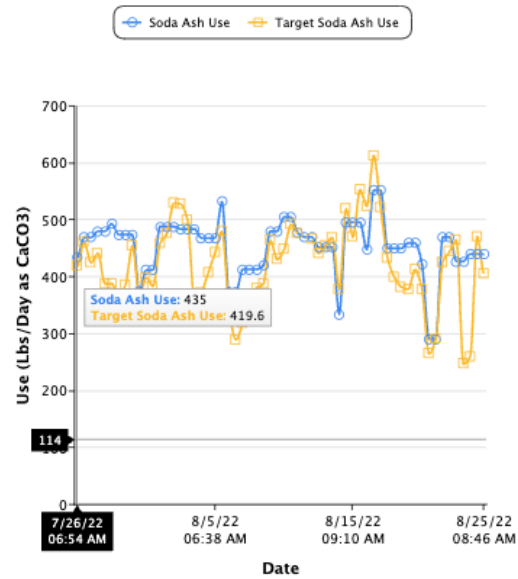


Soda Ash Use



Reset

Graph Controls



(2/2) Example Decision Blue® Hardness Solution Example - Lime & Soda Ash Use

Decision Blue® User References

Pittsburgh, PA

Conventional surface water (Allegheny River) plant with daily flow of 66 MGD.

Training and support for Virtual Jar® began in early 2023, with the goal to reduce ferric and lime use while maintaining TOC and finished turbidity goals.

Results include substantial savings achieved through Virtual Jar® support, with a projected yearly savings of approximately 15% for ferric and ~52% for lime. Combined, these percentage-based savings from Virtual Jar® support are expected to reach a total of approximately 30% savings in 2023.

Contact Personnel:

Kevin Wood

Sr. Manager, Water Quality
Email: kwood@pgh2o.com

Frank Davis

Environmental Compliance Coordinator
Email: fdavis@pgh2o.com

Mike Czypinski

Water Quality Data Manager
Email: mczypinski@pgh2o.com

Akron, OH

Conventional surface water (reservoir) treatment plant with daily flow of 30-32 MGD and multiple treatment challenges including elevated source water organic matter concentrations, algal activity, and disinfection byproducts.

Decision Blue® user starting in 2017 and active Virtual Jar® chemical dosing user since late 2019. Greater than 24% chemical use reduction documented in 2020 versus 2019 and the lowest lead results in the history of the plant in 2020.

Contact Personnel:

Matt Ebie

Utilities Chief Operator
330.678.0077 x3737
Email: mebie@akronohio.gov

Jeff Bronowski, P.E

Water Supply Bureau Manager
330.678.0077 x439
Email: jbronowski@akronohio.gov

Poland, OH

Conventional surface water (Evans Lake) and softening treatment plant with average daily flow of ~ 4 MGD and persistent harmful algal bloom (HAB) risk including elevated toxin concentrations.

Completed their Cyanotoxin General Plan in 2018 and Decision Blue® web-based customer since 2018 and active user of the HAB monitor and other water quality modules including hardness and turbidity. Greater than 10% chemical savings documented in 2019 and significantly reduced DBPs in 2020 and 2021.

Contact Personnel:

Joe Tovarnak

Production Manager

Office: 330-755-4822

Delphos, OH

Two-stage softening surface water (reservoir) treatment plant and granular activated carbon (GAC) contactors with daily flow of ~1 MGD. Treatment challenges include softening, harmful algal blooms (HABs), and disinfection byproducts.

Decision Blue® user starting in 2019 to optimize treatment for cyanotoxin removal. Added hardness, turbidity, corrosion, disinfection, DOC, and DBP monitors in 2020 to optimize organics removal and chemical costs. Extended the life of the carbon in their GAC contactors by 2 years and reduced lime and coagulant use (>10%) while maintaining water quality targets

Contact Personnel:

Todd Haunhorst

Water Superintendent

419-692-4916

Email: thaunhorst@cityofdelphos.com



Our Client Success Team



Ashley Bair, MS

Director Of
Client Success



Caleb Sprague, MS

Product
Manager



Sam Scheibler

Client Success
Manager



Matt Morgan, MS

Client Success
Manager



Marvin Gnagy, PE

Water Process
Manager



Andrew Skeriotis, PE

Water Practice
Manager

Fontus Blue: Bios & Role Descriptions

Primary Team Members:

Ashley Bair, Director of Client Success

Decision Blue Onboarding and Success Support

Ashley Bair holds a Master's Degree in Biology and is a Ph.D. candidate in Integrated Biosciences at the University of Akron. Her primary research focuses on harmful algae bloom (HAB) treatment & management. She works at Fontus Blue as the Director of Client Success and is a subject matter expert on HABs and corrosion control while supporting water treatment personnel in meeting treatment and water quality objectives.

Matt Morgan, Client Success Manager

Client Success Support

Matt Morgan is a Client Success Manager at Fontus Blue, where he leverages his expertise in biology, data analytics, and education to support water operators in optimizing chemical dosing processes. He holds a Master's of Science in Data Analytics, which he combines with a deep understanding of client needs to ensure the effective implementation and adoption of Fontus Blue's software solutions. Matt's background in education has honed his interpersonal skills, enabling him to deliver exceptional customer experiences and foster strong client relationships.

Samantha Scheibler, Client Success Manager

Client Success Support

Samantha Scheibler is a Client Success Manager at Fontus Blue, where she leverages her background in ecological research to enhance client outcomes. She holds a Bachelor of Arts in Biology from Ball State University, where she focused her studies on nutrient cycling in aquatic ecosystems. Samantha's expertise spans lotic ecosystems, marine biology, and microbiology, allowing her to bring valuable insights and proficiency to her work with clients, ensuring their success in optimizing water quality treatments.

Jeff Biberdorf, Director of Sales and Marketing

Client Sales, Kickoff, and Renewal

Jeff Biberdorf serves as the Director of Sales and Marketing at Fontus Blue. His primary focus is on expanding the company's client base and maintaining strong partnerships with utilities. He is dedicated to improving water quality and introducing technological advances in the industry. Throughout his career, he has led educational sessions on water regulations for rural water associations at the state and national level, emphasizing practical technology-driven solutions for the sector.

Supporting Team Members:

Marvin Gnagy, Water Process Manager

Consulting Engineer Support

Marvin Gnagy, PE is a certified water operator and a registered professional engineer with 46 years of experience in water unit processes, treatment operations, and distribution system operations. He has a Bachelor of Science Degree in Chemical and Environmental Engineering and has been a long-time water process instructor, operations consultant, and optimization specialist. Marvin's work has been recognized both locally and nationally earning awards for his work in helping water systems achieve compliance and in improving treatment plant performance. Marvin currently serves as Water Process Manager for Fontus Blue, Inc.

Andrew Skeriotis, Water Practice Leader

Consulting Engineer Support

Mr. Skeriotis, PE, specializes in water and wastewater treatment plant design, optimization, and regulations. Throughout his career as a consultant, his design experiences include simple chemical feed system upgrades to greenfield designs. He has worked with small rural utilities up to the largest utilities in the country and was involved in all aspects of the projects including master planning, basis-of-design development, preliminary and detailed design, quality control/quality assurance, and construction administration. Mr. Skeriotis has also performed numerous studies including conducting bench and full-scale pilots for treatment optimization, BioWin, ENR/A2O simulations, coagulation and polymer addition, disinfection, nutrient removal, and sludge settling/thickening/dewatering.

Chemical Cost Cutting Yields Big Results for the City of Akron

Known as the Rubber Capital of the World, Akron is Ohio's fifth largest city and has a long tradition of innovation and civic engagement. The City of Akron Water Supply Bureau has a similar vaunted history, and it produces and delivers roughly 35 million gallons of water per day (MGD) to roughly 300,000 customers in the city and surrounding areas.

Akron continually invests in its water system to consistently meet or exceed Federal and State drinking water standards. Its plant draws water from the protected watershed of the Upper Cuyahoga River and is a "conventional" surface water treatment plant with coagulation/flocculation/filtration for particle removal and chlorine addition for disinfection. Specific chemicals used in various combinations to meet their treatment goals include potassium permanganate, chlorine dioxide, powder activated carbon (PAC), alum, and sodium hypochlorite.

Matt Ebie, utilities chief operator with the Water Supply Bureau, has led the team that produces the water, and has kept his eye out for innovations to improve plant performance. "One of the tools we use to reduce organics and control disinfection by-products is powdered activated carbon (PAC)," he says. PAC is dosed ahead of the filters to remove

organic compounds or DBP precursor material prior to disinfection.

Beginning in 2015, a partnership with Dr. Chris Miller, a professor from the University of Akron's Department of Civil Engineering, alerted the Water Supply Bureau that it may need to look at its PAC in a new light.

Like hypo [sodium hypochlorite] and caustic, Akron Water treated PAC as a commodity. But University of Akron research showed that different PAC products had different efficiencies depending on the specific composition of the organic matter in the water. "No two carbons are the same," notes Miller.

On the advice of Miller, Akron purchased a fluorescence spectrophotometer to precisely measure the type of organics in the water, and Miller's research team conducted experiments to verify that the different PAC products had different treatment efficiencies.

Miller's analyses were immediately convincing. One PAC product stood

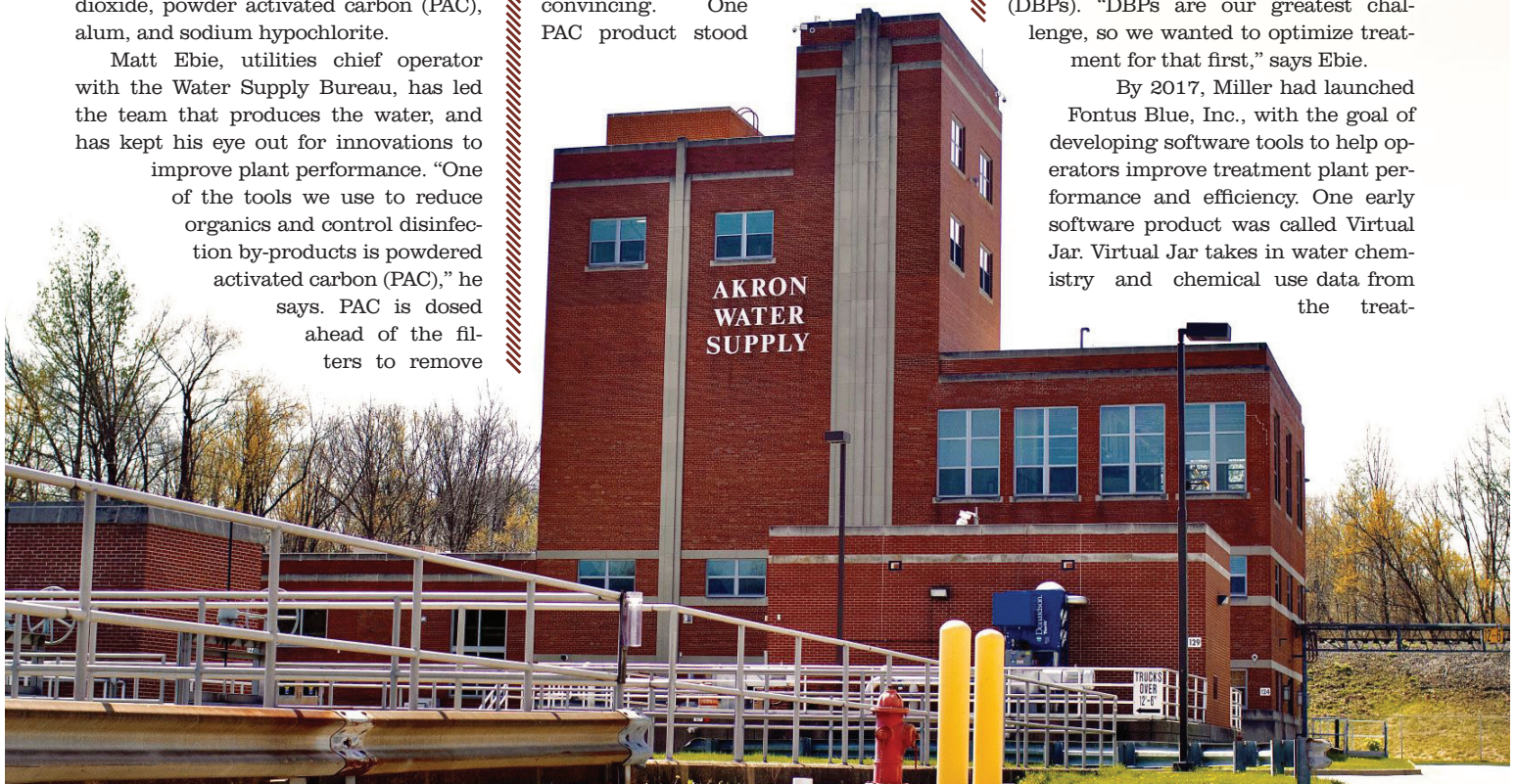
out from the rest as having the highest efficiency with Akron's raw water. But Akron had a problem – its procurement of PAC was based on price alone. Miller and his researchers helped Akron Water produce a detailed analysis that calculated the value of each PAC product based on both its cost and its treatment efficiency.

"Our PAC selection process is now performance and cost based," explains Ebie. "Bidders get an equal opportunity – they provide samples and we run them through a test procedure using the fluorescence spectrophotometer and the testing software developed by Miller. We can normalize the price to performance. I now have a nice, documented process for the purchase decision I make."

Developing a Treatment Strategy

Having identified the best value in PAC options for Akron, Ebie and his team turned to improving plant performance with respect to disinfection byproducts (DBPs). "DBPs are our greatest challenge, so we wanted to optimize treatment for that first," says Ebie.

By 2017, Miller had launched Fontus Blue, Inc., with the goal of developing software tools to help operators improve treatment plant performance and efficiency. One early software product was called Virtual Jar. Virtual Jar takes in water chemistry and chemical use data from the treat-





As the Akron team continued to refine its treatment strategies, it discovered that optimal treatment resulted in less chemical use than they had previously relied upon. Filter performance was also substantially improved.

ment plant. Using advanced mathematics based on artificial neural networks (ANNs), it can accurately forecast treatment process performance for turbidity and organics removal.

Up to that time, Akron Water operators based their chemical dosing on the performance of their filters. Instead, Virtual Jar utilized other parameters including settled turbidity and fluorescence measures. Virtual Jar allowed Ebie and his team to “experiment” with different combinations of alum and other chemicals on a computer and arrive at an optimal treatment strategy to simultaneously remove turbidity for filter performance and minimize DBPs. “The software tool predicted settled turbidity, DBPs and cost. That really impressed us,” says Ebie.

The implementation team for Virtual Jar consisted, at first, of Ebie and two other process control team members who met with Fontus Blue monthly to explore treatment scenarios on the computer and come up with recommendations to the operations supervisor. With time, as the operators grew more confident in the predictions from Virtual Jar, more people joined the planning calls with Fontus Blue, and the calls became more frequent.

“Many of our operators started with a ‘we’ve already done it this way’ mentality,” notes Ebie, adding that there was some concern at the outset that a software model would simply be used to shave alum dosing to save money. “There was a bit of fear that you’d just look at cost and sacrifice water quality. But at our treatment facility, quality comes first.”

But sometimes, the best treatment scenarios use less chemical.

As the Akron team continued to refine its treatment strategies, they discovered that the optimal treatment resulted

in less chemical use than they had previously relied upon. Furthermore, filter performance was substantially improved. Filter run times in the summer often dropped significantly relative to those in winter months.

“It used to be that an operator would see filter runs drop and turbidity rise, and they’d test an alum adjustment on two basins,” recalls Ebie. This manual approach to alum optimization usually took several days and a lot of work. “But once we had Virtual Jar, there was no guesswork anymore. Once we saw the water quality improvement, and also the improved filter runs, adoption took off across the organization,” he says.

Optimizing for Lead & Disinfection Byproducts

The City of Akron Water Supply Bureau has utilized a corrosion control strategy in place for a long time. Akron began to remove lead service lines 60 years ago that, at the outset, numbered as high as 40,000. “Akron was way ahead of the curve,” Ebie says of lead service line replacement. Today, the city has fewer than 4,000 lead service lines in the ground and more are removed every year.

Akron’s corrosion control consisted of a constant dose of zinc orthophosphate and maintaining a system pH of around 7.3. But with the success using Virtual Jar to reduce DBPs and improve plant performance, Ebie and the team were curious: Why is the ortho set at this level? Was there anything they could do to improve lead performance in the distribution system further?

“Ortho tends to be ‘set-and-forget’ it,” says Ebie. “But, would more be better? Would pH adjustment improve things? We just didn’t know.”

The Fontus Blue team returned with a new tool, the Corrosion Sentry. Corrosion Sentry utilizes advanced chemical models and proprietary insights to optimize orthophosphate addition and distribution system pH. It can be applied to system-wide analyses as well as predicting lead risk in premise plumbing.

It is well known that higher pH tends to reduce corrosivity and lower rates of lead release in the distribution system. But higher pH also increases the production of trihalomethanes, the most common disinfection byproduct. Systems attempting to reduce lead levels while simultaneously managing DBPs can be caught in a Catch-22: as one makes improvements in one water quality variable, you lose ground in the other.

Ebie and the Akron team then discovered the power of simultaneous optimization. By combining the software tools for DBP management with the tools for optimizing corrosion control, the team discovered they could avoid the Catch-22 and develop an overall optimum treatment plant that delivered improvements in both DBPs and lead. “It’s the best results we’ve ever had for lead,” says Ebie.

Human-Assisted AI Can Optimize Treatment & Reducing Costs

The best news came in 2020. In an otherwise challenging year, the Akron water team continued to refine its treatment operations using Fontus Blue’s Decision Blue toolbox. In 2020, Akron not only reduced lead to historically low levels and reduced DBPs, but the optimized use of chemicals resulted in a savings of \$1.2 million for the city and a 25 percent overall reduction in chemical cost of treatment per million gallons.

“This is a fantastic tool,” says Ebie. “It helps operators arrive at a decision – not dictating one.”

The City of Akron is now allowing water treatment professionals from other cities in Ohio to sit in on their weekly calls with the Fontus Blue team. By giving others a glimpse of how the Akron team has integrated this powerful new tool into their daily operations, they hope to promote “best water practices” for their colleagues serving other communities. 🌟



This article was compiled by WF&M staff with input from Dr. Chris Miller, founder of Fontus Blue. Miller is an associate professor in the civil engineering department at the University of Akron and a registered professional engineer.

Master Services & Software Agreement

Last Modified: September 2024

This Master Software and Services Agreement ("Agreement") is entered into upon Customer's signature of this Agreement (the "Effective Date") between Fontus Blue, Inc. with a place of business at 526 S Main Street 7th Floor, Akron, OH 44311 ("Company"), and the undersigned customer ("Customer") as noted in the Proposal (a copy of which is attached to this Agreement) ("Proposal"), with a place of business as noted on the Proposal.

1. APPLICABILITY

- 1.1. The terms and conditions of this Agreement, the Proposal, and the Order Form are the only terms that govern the provision of services by Company to Customer.
- 1.2. For so long as this Agreement is in effect, there shall be no force or effect to any terms and conditions of Customer or different or additional terms of any related purchase order issued by Customer, other than the Order Form. If there is a conflict between the terms of this Agreement and the terms of the Order Form, then the terms of this Agreement control. This Agreement may only be modified upon mutual written agreement, signed by authorized representatives of both parties.
- 1.3. This Agreement includes and incorporates the above Proposal, as well as any of Company's additional attachments or exhibits and contains, among other things, warranty disclaimers, liability limitations and use limitations.

2. SERVICES

- 2.1. Company shall provide the products and services to Customer as described in the Proposal to the extent selected in the Order Form (collectively, the "Services").

3. DEFINITIONS

The following terms used throughout this Agreement, in addition to any other capitalized and called-out terms, shall have the following meaning:

- 3.1. Order Form: The Customer's purchase order, which identifies the Services to be purchased as set forth in the Terms and Pricing section of the Proposal.
- 3.2 Commercially Reasonable: Corresponding to commonly accepted commercial practices.
- 3.3. Downtime: A period of time in which the Software fails to provide or perform its primary function(s).
- 3.4. Implementation Services: Services provided by Company related to the manipulation and migration of relevant spatial and tabular data from Customer's legacy systems into Decision Blue Software.
- 3.5. User Training: Educational workshops provided by Company to new Customers.
- 3.6. Technical Support: Advice services provided by Company to Customers who experience problems using Decision Blue Software as expected.

4. SOFTWARE SERVICES AND TECHNICAL SUPPORT

4.1. Subject to the terms of this Agreement, Company will use Commercially Reasonable efforts to provide Customer the Services.

4.2. As part of the registration process, Customer will identify an administrative username and password for Customer's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate and may deny sharing or licenses at its discretion.

4.3. Subject to the terms hereof, Company will provide Customer with reasonable Technical Support as defined following.

4.3.1. Support Channels: Technical support will be accessible via the following channels:

- Email: **contact@fontusblue.com**
- Online Portal: <https://www.fontusblue.com/contactfontus>

4.3.2 Response Time:

Upon receipt of a support request, the Company commits to acknowledging the request within 36 hours. Resolution times will vary based on the nature and complexity of the issue, but the Company endeavors to resolve all issues in a timely and efficient manner.

4.3.3 Issue Severity Levels: Issues will be categorized based on severity levels:

- Critical: System down or major malfunction affecting all users. Response within 2 hours.
- High: Major functionality is impacted or significant performance degradation is experienced. Response within 2-4 hours.
- Medium: Minor functionality issues or partial non-critical feature failures. Response within 8 hours or by next business day.
- Low: General usage questions or minor inconveniences. Response within 36-48 hours.

4.3.4. Maintenance & Updates: Company will periodically perform maintenance and updates to the Software. Clients will be notified in advance of any scheduled maintenance that might impact service availability.

4.3.5. Limitations: Technical support does not cover issues arising from modifications to the Software not made by the Company, use of the platform in a manner not recommended or documented, external factors beyond the Company's control, such as internet connectivity issues.

4.3.6. Feedback & Continuous Improvement: The Company values feedback from its clients and will use it to continuously improve its support services and the Software.

4.4. Company represents, covenants, and warrants that Company will comply with all applicable laws and regulations in providing the Services.

4.5. Privacy and Security Measures. Company represents and warrants it has established and will maintain privacy and security measures that meet or exceed the standards set in laws, rules, and regulations applicable to the safeguarding, security, and privacy of Customer Data. Company shall monitor, periodically assess, and update its physical, technical, and logical security controls and risk to ensure continued effectiveness of those controls.

5. CUSTOMER OBLIGATIONS, RESTRICTIONS AND RESPONSIBILITIES

5.1. Subject to the confidentiality obligations set forth in Section 6, Customer will provide information to the Company upon Company's reasonable request or as otherwise needed for the purposes of the Company performing the Services. Customer may provide Company access to its systems as needed for Company to perform the Services as reasonably requested, provided Company agrees to Customers IT Systems Access Agreement terms and conditions.

5.2. Customer will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services ("Software"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels. Anything to the contrary notwithstanding, Customer shall be permitted to share information, including providing printed copies of reports, maps, and data, from the Software. With respect to any Software that is distributed or provided to Customer for use on Customer premises or devices, Company hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license to use such Software during the Initial Service Term (and Renewal Term, as applicable) only in connection with the Services.

5.3. Further, Customer may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software is a "commercial item" and according to DFAR section 252.2277014(a)(1) and (5) is deemed to be "commercial computer software." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

5.4. Customer represents, covenants, and warrants that Customer will use the Services in compliance with all applicable laws and regulations.

5.5. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services (including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files in the custody and control of Customer.

5.6. If Customer fails to comply with or otherwise perform its obligations under this Agreement, or if the Company is prevented or delayed in its performance by any act or omission of Customer or its agents, subcontractors, consultants, or employees, the Company shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such failure, prevention, or delay.

6. CONFIDENTIALITY; PROPRIETARY RIGHTS

6.1. Each party (the "Receiving Party") understands that the other party (the "Disclosing Party") has disclosed or may disclose confidential, business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "Proprietary Information" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality and performance of the Service. Proprietary Information of Customer includes customer information and all non-public data provided by Customer to Company to enable the provision of the Services (together with Proprietary Information, "Customer Data").

6.2. By entering into this Agreement, Customer confirms that Customer has full authority and release to provide Company with Customer Data or otherwise use Customer Data in connection with the Services. Company shall be responsible for maintaining the confidentiality and security of all such Customer Data.

6.3. The Receiving Party agrees: (i) to take reasonable precautions to protect such Proprietary Information, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information.

6.4. Customer shall own all right, title and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer as part of the Services. Company shall own and retain all right, title and interest in and to (a) the Services and Software, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with Implementation Services or support, and (c) all intellectual property rights related to any of the foregoing.

6.5. Notwithstanding anything to the contrary in this Section 6, Company shall have the right to collect and analyze Customer Data, data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Customer Data and data derived therefrom), and Company will be free (during and after the term hereof) to (i) use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Company offerings, (ii) to disclose such data solely in aggregate or other de-identified, anonymized or pseudonymized form to affiliates of Company, including any future subsidiary, sister, parent, or holding companies, (iii) share and disclose Customer Data, data and other information collected by the Company in the course of providing the Services with third parties if necessary to provide the Services (provided such third party is advised the Customer Data must be held confidential on terms substantially similar to those in this Section 6), and (iv) to third-parties not affiliated with Company or for marketing purposes, disclose such data solely in aggregate or other de-identified, anonymized or pseudonymized form in connection with its business. No rights or licenses are granted except as expressly set forth herein.

7. PAYMENT OF FEES

7.1. Customer will pay Company the then applicable fees described in the Order Form for the Services in accordance with the terms therein (the “Fees”). Company reserves the right to change the Fees or applicable charges and to institute new charges and Fees at the end of the Initial Service Term or any Renewal Term, upon written notice at least sixty (60) days prior to the end of the term then in effect. Notice of price changes may be sent via email to the same email address the monthly invoices are sent to. If Customer believes that Company has billed Customer incorrectly, Customer must contact Company no later than sixty (60) days from the date the invoice is received in order to receive an adjustment or credit. Inquiries should be directed to Company’s customer support department at **contact@fontusblue.com**.

7.2. Full payment for invoices issued by Company must be paid according to the invoice terms set forth on the Proposal or, if no invoice terms are set forth on the Proposal, then on the Order Form. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service.

7.3. Customer shall be responsible for all taxes associated with Services other than U.S. Taxes based on Company’s net income.

8. TERM AND TERMINATION

8.1. Initial Service Term and Renewal Term(s). Subject to earlier termination as provided below, this Agreement is for the Initial Service Term as specified in the Order Form, and shall be automatically renewed for additional periods of one year (each a “Renewal Term”), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

8.2. Termination for Breach; Remedies. In addition to any other remedies it may have, either party may also terminate this Agreement if the other party materially breaches any of the terms or conditions of this Agreement and fails to cure such breach within thirty (30) days of receiving notice of its alleged breach from the other party. Upon any termination, Company will make all Customer Data available to Customer for electronic retrieval for a period of sixty (60) days, but thereafter Company shall delete stored Customer Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, confidentiality obligations, warranty disclaimers, and limitations of liability. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to Company prior to the effective date of termination or otherwise due under this Agreement. Not in limitation of any other remedies that may be available to Company, upon any termination by Company under this Section 8.2, Customer shall remain obligated to pay all fees owed for the remainder of the Initial Service Term (or Renewal Term, as applicable), all of which fees shall become immediately due and payable in full.

8.3 30-Day Cancellation. Either party may terminate this Agreement for convenience without liability to the other party if notice is delivered within thirty (30) days of the Effective Date.

8.4 Early Termination and Fees. Customer may terminate this Agreement prior to the end of the Initial Service Term (or any Renewal Term, as applicable) provided Customer: (a) delivers notice to the Company at least ninety (90) days before the date Customer desires such termination of services to become effective, and (b) pays to Company (i) any amounts not yet paid for services already rendered, plus (ii) Fees for services to be rendered prior to the desired effective date of termination, plus (iii) an Early Termination Fee. “Early Termination Fee” means the lesser of (y) twenty percent (20%) of the aggregate Fees that were paid or would have been payable over the course of the entire Initial Service Term (or entire Renewal Term, as applicable) if the Agreement had not been terminated, and (z) the Fees that would have been owed for the remainder of the Initial Service Term (or Renewal Term, as applicable) if the Agreement had not been terminated by Customer.

9. WARRANTY AND DISCLAIMER

9.1. Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES AND IMPLEMENTATION SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

10. INDEMNITY

10.1 General Indemnity by Company. Company shall defend, save, hold harmless, and indemnify Customer and its officers, employees and agents from and against all suits, actions, losses, damages, liabilities, statutory penalties, settlements, judgments, fines, costs and expenses of any nature whatsoever, including professional fees and reasonable attorneys' fees, that are agreed upon in settlement or awarded against customer in final judgment (collectively, "Losses"), arising out of any third party claim alleging:

10.1.1 Any personal injury, death or damage to real property and damage to tangible or intangible personal property damage resulting from, arising out of, or relating to the intentional, reckless or negligent acts or omissions of Company, its employees, agents, or representatives under this Agreement; or

10.1.2 Material breach or non-fulfillment of any representation or warranty set forth in this Agreement; or

10.1.3 Any failure by Company to comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this Agreement.

10.1.4 Notwithstanding the foregoing provisions of this Section 10.1, Company will have no obligation to indemnify Customer from and against any claims, suits, actions, losses, damages, liabilities, costs and expenses attributable to the acts or omissions of Customer, its officers, its employees, or its agents.

10.2. IIP Indemnity. In addition to and without limiting the generality of Section 10.1, Company expressly agrees to indemnify, defend and hold Customer and its officers, directors, employees and agents harmless from any and all Losses arising out of any third party claim alleging that the Services or use thereof by Customer in accordance with this Agreement, infringe or violate any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other proprietary right (collectively, "Intellectual Property Rights") of any third party. If Company believes that the Services infringe a third party's Intellectual Property Rights, Company may upon receipt of Customer's prior written consent, which Customer will not unreasonably withhold, and at Company's sole expense (i) replace an infringing item with a non-infringing item that meets or exceeds the performance and functionality of the replaced item; or (ii) obtain for Customer the right to continue to use the infringing item; or (iii) modify the infringing item to be non-infringing, provided that, following any replacement or modification made pursuant to the foregoing, the Services continue to function in material conformance with the specifications set forth in this Contract. Company's failure or inability to accomplish any of the foregoing will be deemed a material breach of this Contract, and Customer may pursue any rights and remedies available to it under this Contract, including termination. Company will not be liable under this Section 10.2 for any claim for infringement based on the following:

10.2.1 Customer's modification of the Services, other than as contemplated by this Agreement, the requirements or specifications, or as otherwise authorized by Company in writing;

10.2.2 Use, support, or maintenance of the Services in a manner other than as contemplated in this Agreement, the requirements or specifications, or as otherwise authorized by Company in writing; or

10.2.3 Use of the Services in combination, operation, or use of with other products other than as contemplated by this Agreement, the requirements or specifications, or as otherwise authorized by Company in writing.

10.1 and 10.2 is conditioned on Customer providing to Company prompt notification of any claim or potential claim of which Customer becomes aware that may be the subject of those sections. Company will have control of the defense and settlement of any claim that is subject to 10.1 or Section 102; however, neither Company nor any attorney engaged by Company will purport to act as legal representative of Customer, without the written approval of Customer, nor will Company settle any claim on behalf of Customer without the approval of Customer. Customer may, at its election and expense, assume its own defense and settlement in the event that Customer determines that Company is prohibited from defending Customer, is not adequately defending Customer's interests, or that an important governmental principle is at issue and Customer desires to assume its own defense.

10.4. General Indemnity by Customer. Customer shall indemnify and hold Company harmless from liability to third parties resulting from Customer's use, misuse, or dissemination of Customer Data, information, or other products or materials generated by, through, or in conjunction with the Services. Anything in this Agreement to the contrary notwithstanding, Customer's obligation to hold Company harmless shall be limited to substance by statutes designed to protect and limit the exposure and liability of Customer as an instrumentality of the State of North Dakota, so that Customer's liability to hold harmless and indemnify shall not exceed what might have been Customer's liability to a claimant if sued directly by the claimant and all appropriate defenses had been raised by Customer. This clause shall survive the termination of this Agreement.

11. LIMITATION OF LIABILITY

11.1. EXCEPT FOR LIABILITY FOR INDEMNIFICATION OBLIGATIONS, GROSS NEGLIGENCE, FRAUD, MISREPRESENTATION, WILLFUL MISCONDUCT, OR BREACH OF CONFIDENTIALITY AND NON-DISCLOSURE OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR LOSS, INACCURACY OR CORRUPTION OF DATA, ARISING OUT OF OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF: (A) WHETHER THE DAMAGES WERE FORESEEABLE; (B) WHETHER OR NOT THE BREACHING PARTY WAS ADVISED OF THE POSSIBILITY OF THE DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) ON WHICH THE CLAIM IS BASED, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

EXCEPT FOR LIABILITY FOR INDEMNIFICATION OBLIGATIONS, GROSS NEGLIGENCE, FRAUD, MISREPRESENTATION, WILLFUL MISCONDUCT, OR BREACH OF CONFIDENTIALITY AND NON-DISCLOSURE OBLIGATIONS, EACH PARTY'S LIABILITY FOR DAMAGES TO THE OTHER FOR ANY CAUSE WHATSOEVER SHALL NOT EXCEED TWO (2) TIMES THE FEES PAID TO THE EXTENT ALLOWED BY NORTH DAKOTA LAWS BY CUSTOMER TO COMPANY FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE MONTHS PRIOR TO THE INCIDENT THAT GAVE RISE TO THE LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. NOTICES

12.1. All Notices required by the terms of this Agreement, shall be in writing and shall be deemed as received (1) on the date sent if served via United States Mail or electronic mail; or (2) on the date received if sent via Overnight Delivery Service or certified mail, return receipt requested. All Notices shall be sent to the following addresses:

Fontus Blue
526 S Main St, 7th Floor
Akron, OH 44311

13. MISCELLANEOUS

13.1. Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

13.2. Assignability. This Agreement is not assignable, transferable or sublicensable by Customer except with Company's prior written consent, which consent may not be unreasonably withheld or conditioned. Company may transfer and assign any of its rights and obligations under this Agreement without consent.

13.3. Complete Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement.

13.4. Amendments. All waivers and modifications of this Agreement must be in a writing signed by both parties, except as otherwise provided herein

13.5. Agency Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Company in any respect whatsoever.

13.6. Attorneys' Fees. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

13.7. Governing Law. This Agreement shall be governed by the laws of the State of North Dakota without regard to its conflict of laws provisions.

13.8. Customer Reference. Customer agrees to reasonably cooperate with Company to serve as a reference account upon request.

13.9. Counterparts. This Agreement may be executed in counterparts and each counterpart, when so executed, shall be deemed to be an original and all of which together constitute one in the same.

13.10. Force Majeure. Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to, Acts of God, government restrictions, wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.



TO: Mayor Ross
Members of the City Council

FROM: Kelli Kronschnabel, Fire Chief

DATE: April 7, 2025

SUBJECT: FY2022 STATE HOMELAND SECURITY GRANT- ROUND 2

I. RECOMMENDED ACTION

It is recommended City Council accept the FY2022 SHSP Grant to harden City Hall and authorize the Mayor sign the document.

II. DEPARTMENT CONTACT PERSONS

Kelli Kronschnabel, Fire Chief, 701-857-3000

III. DESCRIPTION

A. Background

Remaining funds from the 2022 State Homeland Security Grant reopened with round two applications. Eligible projects include enhancing the protection of soft targets.

B. Proposed Project

A project to harden City Hall was developed and presented in the S.A.F.E. report earlier this year. Funding from this State Grant was proposed to add security from vehicles at the front entrance, add security cameras for 360-degree coverage outside the building and additional cameras inside to monitor critical areas. Employee panic buttons and protection of exterior natural gas riser were also included in the proposal.

C. Recommendation Detail

Recommend City Council to accept the award and provide signature from the Mayor.

IV. IMPACT

A. Aspirations

Safe and Welcoming

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

Project Costs

Entrance bollards	\$ 2,025.00
Gas riser bollards	\$ 975.00
Security cameras	\$ 5,220.00
Panic button system	\$13,060.00

Total: \$21,280.00

Project Funding

State funding at 100%

10030000-46101	2025300005	\$21,280.00
10000000-33100	2025300005	21,280.00

VI. ALTERNATIVES

1. Deny the award and find alternate security measures and funding.
2. Deny the award and leave building as is.

March 13, 2025

Minot Fire Department
Ms. Kelli Kronschnabel, Chief
PO Box 5006
Minot, ND 58702

Dear Ms. Kronschnabel:

Congratulations on behalf of the North Dakota Department of Emergency Services (NDDes) Division of Homeland Security, your grant application submitted for the FY 2024 State Homeland Security Grant Program (SHSP) has been approved for award in the amount of \$21,280.00.

To accept the award and the terms and conditions complete the following steps **within 10 days** from the date of this letter. If you need additional time to obtain signatures due to local administrative requirements, please inform NDDes within the 10-day period.

- Step 1: Print or download the Notice of Grant Award and Special Conditions
- Step 2: Sign page 1 of the Notice of Grant Award
- Step 3: Initial all pages of the Special Conditions
- Step 4: Upload the signed Notice of Grant Award and Special Conditions pages into the NDDes Grants System (<https://grants.des.nd.gov>) to the **Project** page. (See directions at the end of this letter.)
- Step 5: Upload a copy of your jurisdiction's/entity's procurement policy to the **Project** page. (Note: A documented procurement policy is required per 2 CFR §200.318.)

Do NOT begin any portion of your project including obligating or expending funds until the following requirement is met:

- Environmental and Historical Preservation (EHP) Review approval from DHS/FEMA. NDDes will inform you when the EHP is approved and provide you with a copy of the DHS/FEMA approval letter for your records. Review by DHS can take several weeks. Starting your project prior to receiving approval from DHS will result in loss of funding for this project.

Procurement Requirements

Federal 2 CFR §200.318-200.326 [Procurement Standards](#) as well as applicable state and local procurement laws and regulations must be followed when purchasing goods (example: equipment) and services (example: planning, training, or exercise activities).

Projects with an aggregate cost of \$10,000 or more **must** obtain a **minimum** of **three quotes** (each from a different vendor). Subrecipients must accept the quote from the vendor providing the lowest aggregate cost of the goods or services. Quotes must be obtained within the project period of performance. Quotes obtained prior to the project period of performance, or after the work has already been completed will not be accepted.

Quotes must match in quantity and type of product or service. Therefore, to aid subrecipients NDDes has provided the [Quote \(Informal\) Request Form](#) at grants.des.nd.gov. It is recommended that subrecipients use this form or a similar jurisdiction/entity specific form when requesting quotes to ensure that all vendors are quoting on the same specifications.



Doug
Burgum
GOVERNOR

Major General
Alan S. Dohrmann
DIRECTOR – DEPARTMENT
OF EMERGENCY SERVICES

Darin
Hanson
DIRECTOR – DIVISION
OF HOMELAND SECURITY

Darin
Anderson
DIRECTOR – DIVISION
OF STATE RADIO

Ensuring a safe and secure homeland for all North Dakotans

Please contact our office at 701-328-8250 or at drice@nd.gov for any questions about procurement. Upon request, NDDes prior to you accepting a quote will review the quotes for compliance with federal procurement standards and provide feedback.

NOTE: If your application included a name brand or a particular contractor/vendor, the award is **NOT** an approval of that brand name or contractor/vendor. All procurement transactions must be conducted in a manner providing full and open competition (2 CFR §200.319). Please see the *NDDes Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs* as well as the Reimbursement Processing checklist at [HSGP - grants.des.nd.gov](https://grants.des.nd.gov) for more information on the types of documentation you will need to provide to NDDes to show compliance.

Finally, the North Dakota State Procurement Office has cooperative purchasing contracts that can be used by eligible entities, including cities, counties, townships, public education, and tribal entities. See [CooperativePurchasing.pdf \(nd.gov\)](#) for more information. A current list of State Contracts can be found at [ND State Contracts](#). If under the column entitled **CP** there is a **Y** then it has a cooperative purchasing contract.

Project Reporting

Project status reports are required quarterly, with a final report due at closeout. Quarterly reports are due fifteen (15) days after the end of the reporting period of each quarter. Reports should show a steady progression of the project. If there is no progression during a quarter and explanation as to why the project is not progressing is required. Failure to complete the reports will result in delays to reimbursement requests being processed. Reports are completed in the grants management system at <https://grants.des.nd.gov> on the Project page under Progress Monitoring tab.

Reporting Period	Report Due Date
March 13 – March 31	due by April 15, 2025
April 1 – June 30	due by July 15, 2025
July 1 – August 31, 2025	due prior to project closeout

DES Grants System Document Upload Instructions

1. Log in at <https://grants.des.nd.gov/>
2. On your home page click on **FY 2022 SHSP Round 2** - this takes you to a screen with a **red** banner at the top.
3. On the left-hand side, click on **Projects**, then click on the project that shows to the right – this takes you to a screen with a **blue** banner at the top.
4. Toward the bottom of the page on the right, click on **Add Document** – follow the directions on your screen and click **Upload** to upload your documents.

Please contact Karen Hilfer or Dave Rice at 701-328-8100 with any questions.

Sincerely,



Debbie LaCombe
Preparedness Chief



Doug
Burgum
GOVERNOR

Major General
Alan S. Dohrmann
DIRECTOR – DEPARTMENT
OF EMERGENCY SERVICES

Darin
Hanson
DIRECTOR – DIVISION
OF HOMELAND SECURITY

Darin
Anderson
DIRECTOR – DIVISION
OF STATE RADIO

Ensuring a safe and secure homeland for all North Dakotans

NOTICE OF GRANT AWARD			
Recipient Contact Name: Debbie LaCombe		Recipient Contact #: 701-328-8119	
Title of Grant Program: 2022 State Homeland Security Program			
Federal Award Identification Number: EMW-2022-SS-00076		Federal Award Date: September 1, 2022	
Federal Awarding Agency: U.S. Department of Homeland Security			
CFDA No. 97.067 SHSP			
Subrecipient Name and Address Minot Fire Department PO Box 5006 Minot, ND 58702		Subrecipient Contact Name: Kelli Kronschnabel Telephone: 701-857-4740 Email: kelli.kronschnabel@minotnd.org	
Subrecipient UEI: D33RGAW88JU9	Grant Number: 13	County/Tribe: Ward	
Performance Period	From: March 13, 2025	Through: August 31, 2025	
Grant Amount: \$21,280.00	Subrecipient Cost Share: \$0	Total Project Cost: \$21,280.00	
Scope of Service: The intent of this award is to enhance the capability of the subrecipient to prevent, protect against, mitigate, respond to, and recover from acts of terrorism and other catastrophic events in accordance with the federal Notice of Funding Opportunity for this grant program, the approved application scope of work and cost line items located in the NDDes grant portal.			
Reporting Requirements: Progress reports on the status of the project must be submitted to NDDes quarterly through the NDDes grant portal. Reports are due January 15, April 15, July 15, and October 15 for the life of the grant. A final report is due with the final reimbursement request.			
Special Conditions: The above grant project is approved subject to the special conditions or limitations as indicated on the attached page.			
Terms and Conditions: This award is subject to the terms and conditions incorporated directly or by reference in the following: 1) Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs which can be found at https://grants/des/nd.gov/site/HSGP.cfm. 2) Applicable Federal and State requirements, laws and regulations. 3) The recipient agrees by signing this document that all allocations and use of funds under this grant will be in accordance with the FY 2022 Federal Notice of Funding Opportunity & FEMA Preparedness Grants Manual for this grant program.			
This contract is not effective until fully executed by both parties. By signing below, you are accepting the terms and conditions of the award. Please make sure you read and understand these documents before signing. Maintain a copy of these documents in your official file for this award.			
Evidence of Subrecipient's Acceptance		Evidence of NDDes Approval	
Signature	Date	Signature	Date
Typed Name and Title of Authorized Representative Kelli Kronschnabel Chief		Typed Name and Title of Authorized Representative Darin Hanson Director, Division of Homeland Security	

SPECIAL CONDITIONS

State Homeland Security Grant Program (SHSP)

1. DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2022 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY022. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. They FY 2022 DHS Standard Terms and Conditions are at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

2. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

- DHS financial assistance sub-recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.
- By accepting this agreement, sub-recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

3. General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

- Sub-recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.
- Sub-recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- Sub-recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- Sub-recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

4. Acknowledgement of Federal Funding from DHS

Sub-recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

5. Age Discrimination Act of 1975

Sub-recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

6. Americans with Disabilities Act of 1990

Sub-recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101 - 12213), which prohibits sub-recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Initial

7. Best Practices for Collection and Use of Personally Identifiable Information

Sub-recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Sub-recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

8. Civil Rights Act of 1964 - Title VI

Sub-recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

9. Civil Rights Act of 1968

Sub-recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100.

10. Copyright

Sub-recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

11. Debarment and Suspension

Sub-recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

12. Drug-Free Workplace Regulations

Sub-recipients must comply with drug-free workplace requirements in Subpart B of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

13. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude sub-recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

14. Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Sub-recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Initial

15. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

State, Tribal, local, and territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. State, Tribal, local, and territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

16. Energy Policy and Conservation Act

Sub-recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94-163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

17. False Claims Act and Program Fraud Civil Remedies

Sub-recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

18. Federal Debt Status

All sub-recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

19. Federal Leadership on Reducing Text Messaging while Driving

Sub-recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

20. Hotel and Motel Fire Safety Act of 1990

Sub-recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

21. John S. McCain National Defense Authorization Act of Fiscal Year 2019

Sub-recipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS sub-recipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

22. Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Sub-recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Initial

23. Lobbying Prohibitions

Sub-recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

24. National Environmental Policy Act

Sub-recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require sub-recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

25. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participation of faith-based organizations in individual DHS programs.

26. Non-Supplanting Requirement

Sub-recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

27. Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

28. Patents and Intellectual Property Rights

Sub-recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Sub-recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

29. Procurement of Recovered Materials

States, political subdivisions of states (i.e., sub-recipients), and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Initial

30. Rehabilitation Act of 1973

Sub-recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

31. Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the sub-recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

32. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Sub-recipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

33. SAFECOM

Sub-recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

34. Terrorist Financing

Sub-recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Sub-recipients are legally responsible to ensure compliance with the Order and laws.

35. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:

Sub-recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

36. Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier

Sub-recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

37. USA PATRIOT Act of 2001

Sub-recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Initial

38. Use of DHS Seal, Logo and Flags

Sub-recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

39. Whistleblower Protection Act

Sub-recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

40. Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the sub-recipient to comply with all federal, state, and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

41. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

42. Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, sub-recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate sub-recipient acceptance of the changes to the award.

43. Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Initial

44. Prior Approval for Modification of Approved Budget

Before making any change to the approved budget for this award, you must request prior written approval from NDDDES. NDDDES may be required by 2 C.F.R. section 200.308 to request FEMA approval of any budget modifications.

45. National Cybersecurity Review

Sub-recipients are required to complete the Nationwide Cybersecurity Review (NCSR) to benchmark and measure their progress of improving their cybersecurity posture. The NCSR can be found at <https://www.cisecurity.org/ms-isac/services/ncsr>. The NCSR is available from October 1 – February 28 each year.

46. NDDDES Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs

Sub-recipient is required to also follow the applicable provisions of the NDDDES Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs as well as State or local provisions that may be stricter than Federal or State laws, regulations, or policies. This document can be found under the HSGP tab on the NDDDES Grants website at <https://grants.des.nd.gov>.

47. Reimbursements, Quarterly Status Reports, Time Extension Requests, Scope Changes, and Project Closeout

Sub-recipient must submit all reimbursement requests, quarterly reports, time extension requests, scope change requests, and project closeouts along with required documentation in the NDDDES Grants Management System at <https://grants.des.nd.gov>.

48. Un-expended Funds

At the conclusion of the period of performance as noted on the Notice of Grant Award, upon completion of the project, or withdrawal of the project by the sub-recipient; whichever comes first, unexpended funds will be de-obligated. By signing the Notice of Grant Award, the sub-recipient is authorizing NDDDES to expend the de-obligated funds on program costs.

49. Award Acceptance

The Notice of Grant Award and these Special Conditions constitute the operative document obligating and reserving the Federal funds for use by the sub-recipient. By signing the Notice of Grant Award sub-recipients is certifying acceptance of the terms and conditions of the award.

Initial

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO INCREASE THE
FIRE DEPARTMENT GENERAL FUND FEDERAL REVENUE AND MATERIALS AND
SUPPLIES EXPENDITURES FOR THE FY24 STATE HOMELAND SECURITY
GRANT PROGRAM (SHSP) AWARD.**

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

- §1: Amend the 2025 annual budget to increase the fire department general fund federal revenue and materials and supplies expenditures for the FY24 State Homeland Security Grant Program (SHSP) grant award:

10030000-46101	2025300005	\$21,280
10000000-33100	2025300005	21,280

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

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk



TO: Mayor Ross
Members of the City Council

FROM: Kelli Kronschnabel, Fire Chief

DATE: April 7, 2025

**SUBJECT: PSAP ORGANIZATIONAL RESTRUCTURING AND PAY GRADE
REALIGNMENT**

I. RECOMMENDED ACTION

It is recommended City Council approve the PSAP organizational restructuring and pay grade realignment.

II. DEPARTMENT CONTACT PERSONS

Kelli Kronschnabel, Fire Chief, 701-857-3000

III. DESCRIPTION

A. Background

At the beginning of 2025, PSAP was moved under the fire department, with an advisory team formed to address the concerns raised during the investigation. This process began with the fire chief meeting individually with all staff to establish a baseline of concerns across several areas: training, operations, center needs, administration, culture, shifts and identifying strengths we can build upon. We initiated monthly staff meetings, which have proven productive. Additionally, we started touring other dispatch centers around the state to gather insights and ideas, which will be documented and considered. Working groups have been formed to evaluate shifts, policies, and procedures. Through these meetings and observations within the cetera, we identified the need for a leadership reorganization to ensure that leadership roles align with the duties assigned to them.

B. Proposed Project

In response to recent investigative reviews highlighting operational challenges within Minot's Public Safety Answering Point (PSAP), this proposal suggests restructuring leadership roles to maximize current skill sets, preserve institutional knowledge, and enforce fiscally responsible salary caps.

C. Recommendation Detail

The fire chief requests for city council support in this restructure to include:

1) approve the Public Safety Telecommunications System and Data Coordinator

job description

2) approve the Public Safety Telecommunication Personnel Manager job description

3) approve the organizational restructure and pay grade realignment as identified in the report.

IV. IMPACT

A. Aspirations

Safe and welcoming

B. Service/Delivery Impact:

This strategic reclassification demonstrates responsible stewardship of public resources, optimal utilization of critical expertise, and alignment with Minot's core PRIDE values.

C. Fiscal Impact

Project Costs

No additional costs in 2025. Normal increases moving forward for personnel within the pay plan.

Project Funding

VI. ALTERNATIVES

City council could deny this request and leave the structure as it is.



City of Minot: PSAP Organizational Restructuring & Pay Grade Realignment Proposal

Executive Summary

Following recent investigative reviews that identified ununified operations within Minot's Public Safety Answering Point (PSAP), this proposal recommends restructuring leadership roles to leverage existing skillsets, retain institutional knowledge, and implement fiscally prudent salary ceilings.

Recommended Actions:

1. **Public Safety Answering Point Director (Grade 70, Step 15)** transitions to **Public Safety Telecommunications Systems and Data Coordinator (Grade 68, Step 17)** at \$100,931.00, effectively maintaining current salary with a clearly defined ceiling.
2. **Assistant Public Safety Answering Point Manager, Grade 67, Step 14, \$91,438.10** is reclassified (not promoted) to **Public Safety Telecommunications Personnel Manager (Grade 68, Step 13, \$91,438.10)**, accurately reflecting increased responsibilities without altering current salary.

Strategic Justification & Organizational Alignment

1. Clear Role Differentiation

- **Public Safety Telecommunications Systems and Data Coordinator:** Specialized technical oversight of critical communication systems, interoperability, NG911 implementation, contract/vendor management, and advanced data analytics.
- **Public Safety Telecommunications Personnel Manager:** Clear responsibility for personnel oversight, performance management, and daily operational supervision.

2. Evidence-Based Support (CPSM & Organizational Behavior)

- CPSM emphasizes clear role delineation and specialized skill alignment to maximize productivity and operational efficiency, directly addressing the recent investigative findings.
- Robbins & Judge (Organizational Behavior) underline the importance of clearly defined roles and leveraging individual strengths to achieve operational excellence and employee engagement.

3. Industry Best Practices & Standards Alignment (NASNA, iCERT, FCC)

- **NASNA NG911 & FirstNet Integration Guide** explicitly supports dedicated technical coordination roles essential for NG911 infrastructure management.
- **iCERT** identifies specialized roles critical to seamless interoperability and advanced emergency data management capabilities, aligning with PSAP Directors new role.
- **FCC Task Force on Optimal PSAP Architecture (TFOPA)** recommends clear role differentiation between technological and personnel management for optimal operational efficiency, cybersecurity preparedness, and NG911 effectiveness
- The **International City/County Management Association (ICMA)** highlights the necessity of specialized technical roles in emergency communications and data management. Clear differentiation between operational leadership and technical support roles aligns directly with ICMA's best practices, enhancing both emergency preparedness and agency effectiveness



City of Minot: PSAP Organizational Restructuring & Pay Grade Realignment Proposal

Comprehensive Salary Analysis & Fiscal Responsibility

1. Salary Structure & Proposed Adjustments:

Position	Grade	Step	Salary (Annual)
PSAP Director (Current position)	70	15	\$100,930.96
Systems & Data Coordinator (Proposed)	68	17	\$100,931.00 (ceiling)
Assistant PSAP Manager (Current position)	67	14	\$91,438.10
PSAP Personnel Manager (Proposed)	68	13	\$91,438.10
PSAP Shift Supervisor / Senior Dispatcher	66	17	\$96,571.00
Dispatcher III	63	17	\$89,354.00
Dispatcher	61	17	\$85,606.00

2. Detailed Financial Impact:

Employee	Current Salary	Proposed Salary	Salary Difference
PSAP Director	\$100,930.96	\$100,931.00	+\$0.04
Asst PSAP Director	\$91,438.10	\$91,438.10	\$0.00

- PSAP Directors negligible adjustment sets a prudent ceiling.
- Asst Director salary remains stable, recognizing increased duties without added immediate fiscal impact.

3. Detailed Point-Factor Analysis (PSAP Directors Proposed Role)

Criteria	Weight	PSAP Director Rating (1-5)	Weighted Score
Technical Knowledge & Expertise	0.35	5	1.75
Supervisory Responsibilities	0.10	2	0.20
Complexity & Criticality of Work	0.25	5	1.25
Decision-Making Autonomy	0.15	4	0.60
Cross-Departmental Impact	0.10	5	0.50
System & Data Management Responsibility	0.05	5	0.25
Total	1.00		4.55

- Directors high score (4.55/5.00) confirms Grade 68 appropriateness for the role.



City of Minot: PSAP Organizational Restructuring & Pay Grade Realignment Proposal

Alignment with Minot's PRIDE Values

PRIDE Value	Alignment Explanation
Professionalism	Clear roles and enhanced organizational professionalism.
Responsibility	Fiscal prudence with clearly defined salary ceilings.
Integrity	Transparent, evidence-based decision-making supported by authoritative sources.
Dedication	Commitment to employee retention and leveraging expertise for public benefit.
Excellence	Adopting national best practices (NASNA, iCERT, FCC, ICMA) to ensure advanced, effective emergency communications.

Conclusion & Final Council Recommendation

This comprehensive restructuring proposal addresses critical operational issues identified in the PSAP investigation and aligns explicitly with best practices advocated by ICMA, FCC, NASNA, CPSM, and iCERT. By adopting these recommendations, Minot positions itself to effectively manage modern emergency communications, directly supporting Police, Fire, and broader emergency management operations.

Requested Council Action:

- Approve reclassification of PSAP Director to **Systems & Data Coordinator (Grade 68, Step 17, \$100,931.00, salary ceiling)**.
- Approve reclassification of Asst. PSAP Director to **PSAP Personnel Manager (Grade 68, Step 13, \$91,438.10)**.

These strategic reclassifications demonstrate responsible stewardship of public resources, optimal utilization of critical expertise, and alignment with Minot's core PRIDE values.

References:

- [Robbins & Judge \(2019\). *Organizational Behavior*, Pearson.](#)
- FCC TFOPA: [FCC Task Force on Optimal PSAP Architecture](#)
- ICMA: [Integration — The Key to Effective Emergency and Disaster Management](#)
- NASNA (2021). NG911 & FirstNet Integration Guide. [NG911 & FirstNet Guide for State & Local Authorities](#)
- CPSM (2022). [Strategic 911 Data & Information Sharing Plan.](#)
- iCERT (2022). [NG9-1-1 Core Services Standards & Architectures.](#)
- Bureau of Labor Statistics (BLS). [Occupational wage data.](#)
- [City of Minot 2025 Annual Pay Plan.](#)

PUBLIC SAFETY TELECOMMUNICATIONS CENTER PERSONNEL MANAGER

FLSA STATUS: Exempt

NATURE OF WORK

The Public Safety Telecommunications Center Personnel Manager is a highly responsible position which reports to the Minot Fire Department Chief. This position is responsible for the day to day (day and night) operations of Minot Central Dispatch Telecommunications Center. This position is responsible for ensuring the highest quality service is provided to the citizens and the public safety agencies served by Minot Central Dispatch.

ESSENTIAL FUNCTIONS OF WORK

Responsible for the administration and managing of personnel, and related telecommunicator operations. Working with budget preparation, short term and long-term planning, operational and strategic goals and objectives. Manages all aspects of ADP including schedules, PTO requests, timecard approval, authorizing overtime when required, injury forms and workplace injury reporting.

Responsible for the oversight of the hiring process, interviewing, selection of new employees, and completing background checks.

Coordinates with the Public Safety Telecommunications Center Systems and Data Coordinator, on equipment, radio systems, CAD (computer aided dispatch), notification systems, and other public safety systems. This is to include future needs, as well as any technical or mechanical issues with these systems. Also works with the PST Center Systems and Data Coordinator on outside agencies served by the Center.

Develops, reviews, approves and implements general policies, procedures and guidelines.

Assures appropriate scheduling of personnel to meet the operational needs of the center.

As the team leader directs, guides and coaches the team. Works closely with shift supervisors to ensure high quality service to our communities and agencies served.

Works with shift supervisors in evaluating the performance of team members.

Acts as a technical advisor for software and hardware used in daily operations. (Vesta phone system, Motorola radio, Tyler Tech New world CAD, Openfox, etc.

Identify and correct operational deficiencies.

Manage the Centers training program, to include new employee training, guidance, and evaluation. Manage continuing education opportunities for team members. Keeping appropriate records of training. Ensures all team members meet and maintain all necessary training requirements to maintain certifications, NCIC, EMD, CPR, CTO, Shift Supervisor etc. Investigate complaints related to personnel matters and or Center operations.

Establish and maintain a QA/QI program monitoring emergency and non-emergency calls. EMD, LE and Fire Department dispatches and radio traffic.

Coordinates with IT personnel, GIS personnel, and private contractors involved in installing and maintaining public safety systems.

Works with other departments within the City of Minot, to serve the greater good of the city.

Prepare reports as requested.

Reviews and duplicates audio files for court, agencies and other purposes as needed.

Maintains professional demeanor, positive role model, who motivates all dispatch staff.

Exemplify good customer service

Completes other duties as assigned.

KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge

Geography, Phone/Computer basics, Stress management, Chain of command, Liability, Terminology, Roles and responsibilities, Performance standards, Laws, statutes, and codes, Incident management, Governmental standards, Technology, Risk assessment Social media, Automated data, Video messaging, Incident command, 911 systems and computer aided dispatch, Data networks and server environments, Personnel management principles, Budget principles, QA/QI principles, Community resources, programs and services.

Skills

Keyboarding/Typing, Multitasking, Decision-making, Critical thinking, Verbal and written communications skills, Ability to work on a team, Active listening/hearing, Customer service, Computer, Telephone, Call control, Conflict resolution, Problem solving, Analytical, Troubleshooting, Text messaging, Data analytics, Social media

Abilities

Quick decision-making, Empathy, Respect, Patience, Maturity, Even-tempered, Integrity, Ethical, Life-long learner, Dependable, Flexible, Efficient, Tolerant, Analytical, Detail orientated

DESIRED MINIMUM TRAINING AND EXPERIENCE:

Bachelor or Associates degree preferred, High school graduate required.

Working Knowledge of 911, radio and computer aided dispatch operating procedures

Speak and read the English language.

Must obtain and maintain NCIC certification within 6 weeks of employment.

Must obtain and maintain EMD certification within 3 months of employment.

Must obtain and maintain CPR certification within 60 days of employment.

Must obtain or possess FEMA ICS 100,200,247a,b, or c, 700, and 800 certifications within 60 days of employment.

WORKING CONDITIONS:

Work is typically performed in the climate controlled communications room, with varying levels of light, confined environment; may be subjected to excited, abusive, foul-mouthed, incoherent, drunk, impaired or hysterical callers; extremely busy environment with constant interruptions; occasional travel to conferences or trainings throughout state and/or country.

PUBLIC SAFETY TELECOMMUNICATIONS CENTER SYSTEMS AND DATA COORDINATOR

FLSA STATUS: Exempt

NATURE OF WORK

Assists with the planning, developing, coordinating and managing all aspects of the public safety radio communications systems which service the multiple jurisdictions in the Minot Central Dispatch Telecommunications Center.

ESSENTIAL FUNCTIONS OF WORK

Essential responsibilities and duties may include but are not limited to the following:

- Primary responsibility is to successfully maintain the current integrated radio system configuration for the multiple agencies' day to day operations.
 - Prepare and coordinate policies and procedures relating to radio interoperability issues.
 - Responsible for working with local tradesmen, contractors, vendors, and agency users to efficiently maintain the day-to-day operations of the radio systems. To include service contracts for preventive maintenance are performed as expected and on a timely basis.
 - Responsible for the coordination of inventorying and maintaining radio frequency licenses for the agencies served.
 - Prepare and maintain radio system asset inventories.
 - Create radio systems documentation
 - Assist in the preparation and negotiation of radio system maintenance and facility contracts.
 - Administer and coordinate the purchase and maintenance of the public safety radio communications supplies.
 - Monitor and facilitates the operation, maintenance and repair of infrastructure associated with current and future communications equipment for multiple local government agencies.
- Responsible to work with the agencies served by Minot Central Dispatch Telecommunications Center.
 - Ensures that all agencies maintain their NCIC and CJIS requirements.
 - Research and evaluate public safety technology trends which will benefit the multiple jurisdictions as a whole and the individual police, fire and EMS agencies.
 - Works with the 911 coordinators, GIS and IT departments to ensure mapping capabilities are up to date.
 - Respond to all inquiries from the agencies served by Minot Central Dispatch Telecommunications Center for requests of evidence, recordings, ISO reports and any other data, etc.

- Participates in the development and adherence of mutual aid agreements between system users and outside agencies.
- Will be a member of the LEPC and 911 committees
- Assists in preparing equipment budget and monitoring expenditures
- Make recommendations on and provides support for network operating systems.
- Maintains superior knowledge of all PSAP equipment to identify and correct technical problems.
- Remains current on developments in the field of Emergency Communications as it pertains to new regulations and 911 technological advances.
- All other duties as assigned.

KNOWLEDGE, SKILLS, AND ABILITIES

Knowledge

Through knowledge of communications networks and circuits; knowledge of FCC (Federal Communications Commission) rules and regulations; Familiar with electrical code standards; knowledge of business practices, standards, and troubleshooting techniques as they pertain to the operation and maintenance of a centralized radio communications system; knowledge of complex radio communications, computer, and telephone systems and their integration into public safety emergency response functions.

Skills

Communicate clearly and concisely, both orally and in writing; Establish and maintain effective working relationships with those contacted in the course of work including City officials and the general public; Maintain physical condition appropriate to the performance of assigned duties and responsibilities; Maintain mental capacity which allows the capability of making sound decisions and demonstrating intellectual capabilities; Maintain effective audio/visual discrimination and perception to the degree necessary for the successful performance of assigned duties. Duties include utilizing established policies and practices in strategy development and problem solving.

Abilities

Ability to read and interpret documents such as safety rules, operating and maintenance manuals, technical and procedure manuals, ordinances and policies, laws, rules and regulations; ability to prepare, organize and maintain data, reports, and systems; ability to understand ability to communicate effectively verbally and in writing; ability to effectively give and follow verbal and written instructions; ability to act in a decisive manner using good judgement; ability to handle stressful situations and handle multiple tasks at once; ability to maintain respectful working relationships with coworkers, supervisors, system users, and the general public.

DESIRED MINIMUM TRAINING AND EXPERIENCE

Minimum training is vocational training or two-year associates degree with five years of experience related to radio communications in a public safety setting. Desired qualifications is a BA or BS in business administration, management or a directly related field with five years' experience related to radio communications in a public safety setting.

NECESSARY SPECIAL REQUIREMENTS

Possession of a valid North Dakota driver's license.

PHYSICAL REQUIREMENTS

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to sit, stand; walk; use hands to finger, handle or feel; and reach with hands and arms.

The employee is occasionally required to sit; climb or balance; and stoop, kneel, crouch or crawl. The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.



TO: Mayor Ross
Members of the City Council

FROM: Jason Sorenson, Utilities Director

DATE: April 7, 2025

SUBJECT: 2025 WATERMAIN REPLACEMENT - AWARD OF BID (4877)

I. RECOMMENDED ACTION

It is recommended City Council approve the bid from Wagner Construction in the amount of \$1,655,086.00 for the 2025 Watermain Replacement project and authorize the Mayor to sign the contract on behalf of the City of Minot.

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

Each year, the Water and Sewer Department budgets funds for watermain replacement in areas where old watermains are in poor condition. This year, \$2,000,000 was allocated for this project. The area was chosen based on being an area that required significant maintenance repairing watermain breaks.

On Tuesday, March 25, 2025, bids were opened for the 2025 Watermain Replacement Project. Below is a copy of the bid tabulation:

2025 Watermain Replacement Project Bid Tabulation City Project #4877	
Engineer's Estimate:	\$2,016,273.00
Bidder	Total Bid
Wagner Construction	\$1,655,086.00
Post Construction, Inc.	\$1,879,414.20
Kemper Construction Co.	\$1,884,648.04

B. Proposed Project

Work for this project this year will take place along 2nd Avenue SW from 30th Street SW to 1st Avenue SW to improve the water quality, fire flow, and reduce breaks.

C. Recommendation Detail

It is recommended that the project be awarded to Wagner Construction with their low bid of \$1,655,086.00 which is 18% below the Engineer's Estimate.

IV. IMPACT

A. Aspirations

Prepared and Resilient

B. Service/Delivery Impact:

Replacing the old cast iron watermain reduces the number of water breaks and reduces overall maintenance costs on the water distribution system.

C. Fiscal Impact

Project Costs

Contractor's Low Bid	\$1,655,086
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Project Funding

Funding in the amount of \$2,000,000 was budgeted in the 2025 Watermain Maintenance line item.

VI. ALTERNATIVES

Council could elect not to award the bid to Wagner Construction. Staff would need direction on a different basis of award. If the project doesn't get awarded at all, the project would need to be constructed at a different time in the future.



TO: Mayor Ross
Members of the City Council

FROM: Kelli Kronschnabel, Fire Chief

DATE: April 7, 2025

SUBJECT: WARD COUNTY ALL HAZARDS EMERGENCY OPERATIONS PLAN

I. RECOMMENDED ACTION

It is recommended City Council adopt the Ward County Emergency Operations Plan and authorize the Mayor and assigned department heads to sign.

II. DEPARTMENT CONTACT PERSONS

Kelli Kronschnabel, Fire Chief, 701-857-3000

III. DESCRIPTION

A. Background

The Ward County Emergency Operations Plan was approved through the Local Emergency Planning Committee Meeting. This needs to be adopted by the City and signed by Mayor and various department heads.

B. Proposed Project

The purpose of the plan is an effort by the Ward County Emergency Management Office as well as the Ward County Local Emergency Planning Council to explain the duties and responsibilities of the various County/City departments in the event of an emergency and/or disaster in Ward County.

C. Recommendation Detail

Recommend adoption of the Ward County Emergency Operations Plan and authorize the Mayor to sign. Annually this plan is reviewed, revised as needed and resigned by Mayor and department heads.

IV. IMPACT

A. Aspirations

Safe and Welcoming

B. Service/Delivery Impact:

This document has been developed to assist the emergency response departments and agencies that may be active in the event of an emergency and/or disaster, thus minimizing any problems or confusion that might result when various agencies and governmental departments respond to a situation.

C. Fiscal Impact

Project Costs

There is no fiscal impacting of adopting.

Project Funding

VI. ALTERNATIVES

WARD COUNTY, NORTH DAKOTA
ALL – HAZARDS
EMERGENCY OPERATIONS PLAN



2025

Office of Primary Responsibility: Ward County Emergency Management

Record of Changes for Emergency Operations Plan
Last Updated: 26 November 2024

#	As Reads	Page Number	Changes to Read	Date
1		4	Added signature block for Minot Airport Director	11/26/24
2	ESA 5	75-76	Formatting was streamlined	11/26/24
3		3	Added Minot International Airport to distribution list	11/26/24
4				
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12				
13				
14				
15				

Distribution List

Ward County Commission	
Ward County Sheriff's Department	
Ward County Emergency Management	
Ward County Dept. of Human Services	
Ward County Highway Department	
Ward County Auditor/Treasurer	
Minot Fire Department	
Minot International Airport	
Minot Police Department	
Minot Public Works	
Minot Public Information Office	
Minot Rural Fire Department	
Minot Air Force Base	
Trinity Health First Response	
Mayor, City of Minot	
Mayor, City of Berthold	
Mayor, City of Burlington	
Mayor, City of Carpio	
Mayor, City of Des Lacs	
Mayor, City of Donnybrook	
Mayor, City of Douglas	
Mayor, City of Kenmare	
Mayor, City of Makoti	
Mayor, City of Ryder	
Mayor, City of Sawyer	
Mayor, City of Surrey	
ND Highway Patrol	
ND State Fair	
ND DES	
ND DOT	
First District Health Unit	
Trinity Health	
American Red Cross	
PSAP Public Safety Answering Point	
Ward County Superintendent of Schools	
Salvation Army	
Souris Valley Amateur Radio Club	
Souris Valley Animal Shelter	
Ward County 911/PIO	
Minot City Manager	
Minot Public Information Officer	
Minot Park District	
Minot International Airport	
Roosevelt Park Zoo	

Signature Page

____ Ward County Commission Chair

____ Ward County Emergency Management

____ Ward County Auditor/Treasurer

____ Ward County Sheriff

____ Ward County Highway Department

____ Ward County 911/PIO

____ Ward County Superintendent of Schools

____ Ward County Human Services

____ Minot Rural Fire Department, Fire Chief

____ MAFB Emergency Management

____ Mayor, City of Berthold

____ Mayor, City of Burlington

____ Mayor, City of Carpio

____ Mayor, City of Des Lacs

____ Mayor, City of Donnybrook

____ Mayor, City of Douglas

____ Mayor, City of Kenmare

____ Mayor, City of Makoti

____ Mayor, City of Minot

____ Minot Police Chief

____ Minot Fire Chief

_____ Minot Public Works Director

_____ Minot City Manager

_____ Minot Airport Director

_____ Minot PIO

_____ Mayor, City of Ryder

_____ Mayor, City of Sawyer

_____ Mayor, City of Surrey

_____ PSAP Public Safety Answering Point

_____ ND Highway Patrol

_____ Souris Valley Amateur Radio Club

_____ Trinity Health

_____ First District Health Unit

_____ Salvation Army

_____ American Red Cross

_____ ND State Fair

_____ Minot Park District

_____ Roosevelt Park Zoo

_____ Souris Valley Animal Shelter

_____ Turtle Mtn. Animal Rescue

Approval

Under the direction of the Ward County Commission and the Ward County Local Emergency Planning Committee, the **Ward County Emergency Operations Plan - 2025** has been approved.

Ward County Commission Chair

Date

Ward County Local Emergency Planning Committee Chair

Date

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Basic Plan

Promulgation Statement

Governments, at all levels, have the responsibility for the protection of life, property, and the environment from hazards, which are known to threaten their jurisdiction. Therefore: by the authority of the Ward County Commission, we do hereby order that the Ward County Emergency Operations Plan be put into effect and be promulgated to all appropriate entities in the county. The plan assigns tasks and responsibilities to county and city agencies as well as establishing a broad concept for conducting preparedness, response, and recovery efforts if an emergency and/or disaster threatens or occurs.

These cities, by resolution, hereby adopt the concepts and conditions set forth by the Ward County Operations Plan:

City	Date of Resolution
Berthold	_____
Burlington	_____
Carpio	_____
Des Lacs	_____
Donnybrook	_____
Douglas	_____
Kenmare	_____
Makoti	_____
Minot	_____
Ryder	_____
Sawyer	_____
Surrey	_____

Authorities

Public Law 920, the Federal Civil Defense Act, as amended
Public Law 100-707, Robert T. Stafford Disaster Relief and Emergency Act, as amended
Public Law 106-390, Disaster Mitigation Act of 2000
NDCC 37-17.1, the North Dakota Disaster Act of 1985, as amended
Administrative Code, N.D.A.C. 33-06-03-03
NDCC 23-01-05(12)
NDCC 23-35-12(2)
NDCC 23-35-08(9)
NDCC 36-01
NDCC 23-07.6
FEMA Public Assistance Guide (FEMA 322)

References

Homeland Security Act of 2002
Homeland Security Presidential Directive – 5, *Management of Domestic Incidents*
Homeland Security Presidential Directive – 8, *National Preparedness*
Department of Homeland Security, National Incident Management System, March 1, 2004

Purpose

This plan is an effort by the Ward County Emergency Management Office as well as the Ward County Local Emergency Planning Committee (WCLEPC) to reasonably explain the duties and responsibilities of the various County/City departments in the event of an emergency and/or disaster in Ward County. The understanding and interest of all key responsible people in the County/City government is a must in order to develop plans to mitigate an emergency/disaster.

This document has been developed to assist the emergency response departments and agencies that may be active in the event of an emergency and/or disaster, thus minimizing any problems or confusion that might result when various agencies and governmental departments respond to a situation.

The purpose of the Emergency Operation Plan for Ward County is:

- A. To define the responsibilities of departments of local government (tribal, county, and city) and appropriate private entities.
- B. To ensure a coordinated effort using the Incident Command System (ICS) by local, state, and federal government; as well as private response forces, to save lives, protect property, and the environment in the event of an emergency and/or disaster.
- C. To facilitate short-term and long-term recovery activities.

Assumptions

Proper implementation of this plan will reduce or prevent loss of life, damage to property, and/or the environment. Key officials within Ward County are aware of the possible occurrence of any emergency and/or disaster and their responsibilities in the execution of this plan.

- A. The county commission and city councils have overall statutory responsibility for the continued use, development, and maintenance of this plan. Delegation of responsibilities to department heads does not abolish the authority of the heads of local governments to make necessary decisions or changes to the plan for the protection of life, property, and the environment.
- B. The contents of this plan must be known and understood by those people responsible for its implementation. The emergency manager is responsible for briefing personnel, county, and/or city officials concerning their role in emergency management and the contents of this plan.
- C. The plan shall incorporate the use of ICS, allowing flexibility for response to a variety of emergencies.
- D. Department heads are responsible for the development and maintenance of their respective functions and tasks in this plan.
- E. In addition, each functional coordinator and task coordinator must maintain supporting Standard Operation Procedures (SOPs) describing how functions/tasks will be accomplished or implemented. SOPs are located at appropriate functional facility locations and will be updated yearly by the appropriate coordinator.
- F. An annual review of this plan will be conducted by all officials involved in its execution. The emergency manager will coordinate this review, and any revision and distribution found necessary.
- G. The plan will be tested at least once a year in the form of a simulated emergency exercise to provide practical, controlled experience to functional coordinators, and task coordinators responsible for plan maintenance and response.

Concept of Operations

A. General

It is the responsibility of government to protect life, property, and the environment from the effects of hazardous events using the five phases of emergency management: preparedness, prevention, mitigation, response and recovery. This plan is based on the concept that the emergency functions performed by various groups responding to an emergency will generally parallel their normal day-to-day functions. To the extent possible, the same personnel and material resources will be employed in both cases.

This plan incorporates the principles of the National Incident Management System (NIMS), a nationwide approach to domestic incidents management, to be applicable at all jurisdictional levels and across functional disciplines in an all-hazards context. It is not an operational incident management or resource allocation plan. NIMS represents a core set of doctrines, principles, terminology, and organizational processes to enable effective, efficient, and collaborative incident management at all levels. NIMS provides a consistent nationwide template to enable all government, private-sector, and nongovernmental organizations as follows:

Incident Command System (ICS)

The Incident Command System (ICS) is considered the most effective system for managing emergencies. The National Fire Academy ICS can be used as a standard for emergency management operations. Ward County subscribes to the use of ICS as an important part of NIMS. ICS is a standardized, flexible, on-scene, all-hazard incident management concept. ICS allows its users to adopt an integrated organizational structure to match the complexities and demands of a single or multiple incidents without being hindered by jurisdictional boundaries.

Unified Command System (UCS)

A Unified Command System, part of ICS, is established upon activation in response to an incident. This system gives agencies responsibility for the incident to participate in the decision-making process. Under a Unified Command, agencies work together through the designated members of the Unified Command to analyze information and establish a common set of objectives and strategies.

Area Command (Unified Area Command)

Area Command establishes two objectives. The first objective is to oversee the management of multiple incidents that are each being handled by an ICS organization. The second is to oversee the management of large or multiple incidents to which Incident Management Assistant Teams (IMAT) have been assigned. Area command has the responsibility to set overall strategies and priorities, allocate critical resources according to priorities, ensure that incidents are properly managed, ensure that objectives are met, and strategies followed. Area command becomes Unified Area Command (UAC) when incidents are multi-jurisdictional. Area command may be established at an Emergency Operations Center (EOC) facility or at some location other than an Incident Command Post (ICP).

Local government, because of its proximity to these events, has the primary responsibility for emergency management activities. Other levels of government provide resources that are not available at the local level. If local resources (county, city, and private) are not available, the county/city may request assistance through the county emergency management office after the political subdivision has issued an emergency or disaster declaration. When the emergency

exceeds the county government's capacity to respond, assistance from the state government will be requested through the North Dakota Department of Emergency Services (NDDDES) by the county's Emergency Manager. After the county has issued an emergency or disaster declaration, he or she will request the Governor to request federal assistance if the county has reached their allotted damage dollar amount through a Presidential emergency or major disaster declaration. The federal government may aid and resources to the state where needed. Federal assistance may be extended to aid in recovery from major disasters.

The county's Emergency Operation Center (EOC) will be activated for all incidents requiring a significant dedication of resources and/or extraordinary interagency coordination outside the realm of normal day-to-day situations responded to by law enforcement, fire, and Emergency Medical Services (EMS) agencies. The incident commander and/or commanders will make the decision to activate the EOC.

Day-to-day functions that do not contribute directly to response actions to an incident may be suspended for the duration of such an incident. The resources and efforts that would normally be required for those functions may be diverted to the accomplishment of emergency tasks by the agency managing the use of the resources.

Hazard-specific appendices are covered in the local multi-hazard mitigation plan, which links to the Emergency Operations Plan (EOP). The multi-hazard mitigation plan and the EOP are linked in that the multi-hazard plan identifies the prevention measures and the EOP addresses procedures for responding to problems created by the hazards.

B. Continuity of Government

Succession of Leadership:

County Commissioners

- 1) Chair
- 2) Vice chair
- 3) Highest senior member of commission

City Government

- 1) Mayor
- 2) President of city council
- 3) Highest senior member of council

EOC Personnel

- 1) Emergency Manager
- 2) Assistant Emergency Manager
- 3) Ward County Sheriff/Designee

The line of succession for each agency/department is according to the department rules and/or Standard Operating Procedures. Each county/city functional coordinator will have a designated alternate to fulfill assigned responsibilities. Contact information can be found in the Resource Spreadsheet for all functional coordinators and their alternates in the Emergency Management Office.

C. Preservation of Records

The preservation of important records and the taking of measures to ensure continued operations and, if necessary, reconstitution of local government during and after catastrophic disasters or

incidents of national security is the responsibility of the executives of each jurisdiction. Records to be preserved should include, at a minimum:

- 1. Records are required to protect the rights of individuals.** These records include marriage licenses and divorce papers; property and land titles; tax statements and licenses; and records required by health, fire, law enforcement, and public works to conduct incident/emergency/disaster operations.
- 2. Records are required to re-establish normal government functions and to protect the rights and interests of government.** Appropriate department heads will be responsible for securing documents necessary for continuing operation during times of emergencies/disasters.

D. Relocation of Government

All critical facilities at the county and city level such as the EOC, law enforcement, fire, and the courthouse should have an alternate location if evacuation becomes necessary. Educational facilities, public works buildings, jails, communication centers, fire halls, and law enforcement centers are possible relocation facilities as they already contain considerable communication equipment. Each department is responsible for their own continuity planning. If any department needs to have representation in the Ward County EOC there is a pre-identified alternate EOC location, and it is listed in the EOC section of this plan. A list of possible alternative locations is listed on page 25.

E. Emergency Checklist

The following is a guide as applicable for response to all hazards.

1. Emergency Notification/Warning - To alert the people designated to respond to the public:

1. Notify First Response Agencies
 - Law enforcement
 - Fire
 - Emergency Medical Services
 - Notify hospital
 - Notify coroner
 - Public works
 - Highway Department
2. Establish NIMS Incident Command Structure
3. Initial Assessment of Situation
 - Scene safety
 - Nature of disaster
 - Atmospheric conditions
 - Injuries/fatalities
 - Resources committed
 - Evaluate need for outside assistance
4. Notify EOC/Emergency Manager
5. Initiate Public Warning Systems
 - Outdoor warning sirens
 - Activate Hyper-Reach
 - Emergency Alert System (EAS)
 - Public loudspeaker
 - Public information officer (PIO)
6. Notify functional coordinators

7. Alert Mutual Aid Partners for additional support
8. Notify chief elected officials
9. Notify ND Department of Emergency Services (NDDDES)
10. Notify volunteer organizations as needed

2. Immediate Public Safety - To provide for the safety of people and aid the injured:

1. Initiate actions to reduce current and future hazards
 - Activate teams
 - Activate Bomb Squad/SWAT
2. Evacuation/Shelter-in-place
3. Medical Services
 - Triage
 - Decontamination (DeCon)
 - Transport
 - Treat
4. Search and Rescue (LE)
 - Contact NDDDES for (potential) Civil Air Patrol support

3. Property Security - To provide protection for public and private property:

1. Provide barricades in necessary areas
2. Provide traffic and crowd control
3. Establish Perimeter Scene Security
4. Remove objects that may be ongoing hazards
5. Facility security
 - Family Assistance Center (FAC)
 - Health facilities (including morgue)
 - EOC
 - Critical facilities
 - Airports
 - Water facilities
 - Power generation
 - Communication
 - Courthouse/City Hall

4. Public Welfare - To provide care for people injured or dislocated and assess damage:

1. Establish Family Assistance Center
2. Establish Family Reunification Area
3. Disseminate public information
4. Shelter
5. Food/water
6. Clothing
7. Sanitation
8. Prescriptions
9. Animal welfare

5. Restoration - To bring the necessities of life back to normal:

1. Reestablish communication capability ASAP
2. Mobilize community resources
3. Restore critical facilities

- Hospitals
- Law enforcement center
- EOC
- Fire
- Nursing homes
- Schools
- 4. Restore Utility services
 - Water/wastewater
 - Power
 - Electric
 - Gas
 - Telephone
- 5. Restore transportation arteries
- 6. Decontamination
 - Public infrastructure
 - Homes/businesses

F. Functional and Task Coordinators

Significant responsibilities common to emergencies and disasters are grouped into five areas, which are called functions. The departments having responsibility by law or day-to-day resource and operational capability within each of these functions are identified and assigned by specific task/responsibility and are listed in the appendixes.

Any county/city agency or department may be assigned an emergency mission. The supervisor of each department is responsible for the accomplishment of an assigned task or function through the development of SOPs located at their facility. Assignment of functions and tasks are listed by functional area. In addition, each department is assigned the following general tasks:

1. Provide personnel, backfill, equipment, and facilities on a 24-hour basis.
2. Plan and provide for the safety of employees and protection of public property in the event of an emergency.
3. Coordinate actions with the County Emergency Manager and with departments having related tasks.
4. Train personnel that are assigned to incident/emergency/disaster tasks and participate in exercises to test incident/emergency/disaster plans and procedures.
5. Provide for record keeping and documentation of the incident/emergency/disaster and actions taken.
6. Prepare damage assessments.

G. Mutual Aid Agreements

Ward County and the City of Minot foreseeing difficult times during emergencies or disaster, has made certain agreements to ensure the protection of the life, property, environment, and infrastructure. These enable the County and City to use the resources, facilities, equipment, and manpower from departments, cities, and counties within the region. As needs arise, Ward County and the City will continue to make these agreements as necessary to align further resources. Copies of these agreements for mutual aid in a time of emergency/disaster can be found with Ward County Emergency Management, Ward County Auditor, or City of Minot Finance Department.

Departments & Organizations General Responsibilities

All participants in the Ward County Emergency Operations Plan (EOP) are responsible for carrying out emergency/disaster operations and advising chief elected officials, functional and task coordinators and the emergency manager on matters pertaining to their areas of functional responsibility.

All members of the Ward County Local Emergency Planning Committee are responsible for the following tasks:

Preparedness:

- A. Review and update communications Standard Operating Guidelines (SOG's)
- B. Recommend changes to the EOP, Hazard Mitigation Plan, and Sheltering Plan
- C. Participating in incident/emergency/disaster exercises and training
- D. Maintain log of all staff contact numbers
- E. Review of Tier II Reports

Response:

- A. Complete functional assessment of essential services and develop action plans to sustain these services
- B. Facilitate and coordinate with EOC Manager/Emergency management
- C. Conduct periodic briefings for the personnel and participate in EOC briefings as required or requested
- D. Maintain logs to support documentation, expenditures, situation status, resource allocations, and reports
- E. Keep a log of all activities performed and update incoming shifts
- F. Obtain required resources to sustain operations

Recovery:

- A. Administering public/private contractor support/recovery activities
- B. Reflect on emergency operations
- C. Recommend updated changes of the EOP
- D. Complete assessment of system performance and vulnerability and recommend mitigation/improvement strategies
- E. Conduct Hotwash/After Action of Incident

Roles & Responsibilities

Purpose

The roles and responsibilities section of the EOP defines the emergency/disaster related functions of departments and organizations providing essential support functions for the community.

Roles and responsibilities relating to preparedness, response, and recovery are outlined for each of the departments and organizations included in the EOP.

The Ward County Local Emergency Planning Committee (WCLEPC) emergency planning key functional areas serve as coordinators for departments and other organizations with related functions. The six concepts of operations on the previous page illustrate the WCLEPC components and primary emergency functions conducted by departments within each component.

Situation and Assumptions

Depending on the nature and severity of a potential incident, personnel availability of each department and organization may be significantly compromised.

Emergency response personnel are more willing to report to work if they are aware of the status and the well-being of their family members.

Not all roles and responsibilities can be predetermined. Flexibility is required and reassignment of personnel may be necessary.

Concept of Operations

This section of the Emergency Operations Plan identifies responsibilities. Each department and organization identified in the plan will establish operations and procedures (plans) to outline how the responsibilities identified in this plan will be carried out and will establish Mutual Aid Agreements as necessary to enhance capabilities to carry out the responsibilities identified.

Agencies Roles and Responsibilities

Agencies such as Administration, PIO, Agriculture, Public Health, Public Safety: Law Enforcement, Public Safety: Fire/EMS and the Highway Department/Public Works have specific roles and responsibilities they must perform in response to an emergency or hazard. These roles and responsibilities include but are not limited to:

Administration

- A. Policy
- B. Emergency Declaration
- C. Liaison
 - 1) Elected Officials
 - 2) State Government
 - 3) External Agencies
- D. Attorney
 - 1) Legal Council
- E. Emergency Management
 - 1) EOC Coordination
 - 2) Permitting
 - 3) Liaison to state/federal
- F. County/City Auditor/Treasurer
 - 1) Documentation
 - 2) Financial Records
 - 3) Purchasing

Public Information Officer:

- A. Rapid dissemination of critical instructions and accurate information to the community and the region via a variety of media
- B. Timely public information flows and updates to stakeholders
- C. Rumor control
- D. Initiation and scheduling of media briefings as appropriate
- E. Establishment of a "media center" near the briefing site for use by the media
- F. Timely response to media inquiries and calls from the community
- G. Coordination and networking with other local PIO's as necessary and appropriate

Health

- A. Community Assessment
- B. Treatment
- C. Medications/Immunizations
- D. Quarantine
- E. Air Quality
- F. Surveillance/Epidemiology
- G. Liaison:
 - 1) Health Officer
 - 2) Local Government
 - 3) Medical Providers
 - 4) Mental Health
- H. Public Information
- I. Infectious/Communicable Diseases
- J. Health Hazard Assessment
- K. Mortuary Coordination

- L. Laboratory Coordination
- M. Bio-Terrorism Coordination
 - 1) Strategic National Stockpile Liaison (Regional & State)

Public Safety: Law Enforcement

- A. Establish Perimeters
- B. Site Security
- C. Scene Security:
 - 1) Traffic/Crowd Control
 - 2) Ingress/Egress Screening
- D. Evacuation
- E. Damage Assessment Support
- F. Criminal Investigation
- G. Evidence Collection
- H. Assist with Quarantine
- I. Special Operations:
 - 1) Bomb Squad
 - 2) Search & Rescue
 - 3) Special Weapons and Tactics (SWAT)
 - 4) Negotiators
- J. Public Information
- K. Communications
 - 1) Warning
 - 2) Dispatch Activity
 - 3) EOC Communication Support

Public Safety: Fire/EMS

- A. Fire Suppression
- B. Search & Rescue
- C. Fire Protection
- D. Pre-Incident Planning
- E. Fire Investigation
- F. Special Operations:
 - 1) Weapons of Mass Destruction (WMD) Response
 - 2) Hazardous Materials
 - 3) Structural Collapse
 - 4) Trench Rescue
 - 5) Confined-Space Rescue
 - 6) Swift & Surface Water Rescue
 - 7) Extrication
 - 8) High-angle Rope
 - 9) Rapid Intervention
- G. Emergency Medical Service (EMS) Response:
 - 1) Triage Support
 - 2) Treatment-Support
- H. Damage Assessment
- I. Ambulance
 - 1) EMS Primary
 - 2) WMD Response
 - 3) Mass Casualty Unit

- 4) Triage
- 5) Treatment
- 6) Transportation
- 7) Public Information

Highway Department/Public Works

- A. Streets:
 - 1) Clearing
 - 2) Cleaning
 - 3) Barricading
 - 4) Detouring
 - 5) Construction
- B. Hazardous Materials (HazMat):
 - 1) Diking
 - 2) Dam
 - 3) Diverting
- C. Debris Removal
- D. Sandbagging
 - 1) Storage
 - 2) Distribution
- E. Water & Sewer Utility Maintenance
- F. Fleet Maintenance
- G. Damage Assessment

Primary Incident Management Chart

Discipline	Highway: Department/ Public Works	Health	Public Safety: Law Enforcement	Public Safety: Fire
Type of Disaster	Dam Failure Nuclear Radiological	Bio-Terrorism Animal Disease Outbreak Chemical/ Biological Food or Food Production Attack Bio-Terrorism Attack on Water System	Terrorist Act	Fire Hazardous Materials Mass Casualty Radiological Chemical Explosive (Detonated) Structural Collapse
Weapons of Mass Destruction				
Man Made or Natural Disaster	Dam Failure, Severe Summer/Winter Storms Overland/Flash Flooding, Tornado Power Failure	Infectious Disease Outbreak	Aircraft Accidents Bomb Threat Terrorism Active Attack Civil Disorder Cyber Attack	Fire/Explosion Vehicle Accidents Hazardous Materials Structural Collapse

Note: This chart shows which of the four disciplines identified in the Ward County EOP is the primary incident commander for each identified disaster

Emergency Operations Center (EOC)

Purpose

This section of the EOP identifies how, when, and who is involved in activation of the EOC and identifies the general responsibilities of the EOC personnel.

Situation and Assumptions

Most incidents are handled on scene by the Incident Commander via the Incident Command System and do not require activation of the EOC. The EOC is activated when the needs, resources, and complications overwhelm the ability of personnel on scene to manage and control effectively. If the EOC is needed to support emergency response operations, the Incident Commander will activate the EOC.

The accumulation, compilation, and dissemination of information to the public are key responsibilities of the EOC. Incidents that require significant coordination of Public Information may warrant EOC activation strictly to perform that sole purpose.

The EOC should be activated when an incident is too complex, affects too many people, causes too much damage, or covers an area too broad for all the functional needs to be addressed at the scene and/or Minot Central Dispatch Center. Upon activation of the EOC, the Emergency Manager will assume the responsibility of EOC Manager and will coordinate the operations and activities within.

Functions of an EOC can take place at an alternate site from those pre-identified as the situation and event necessitate.

During an incident the EOC Level I and Level II personnel are the only members who are allowed in the EOC. If the "primary" representative is not able to attend a successor or designee maybe appointed by the primary representative. Only the IC or Emergency Manager can grant access to the EOC if the person is not listed in Level I or Level II list.

EOC Purpose

The EOC is both a facility and a function that supports the gathering of resources and information needed to effectively facilitate community-wide disaster response and short-term recovery. A primary role of the EOC is to collect, validate, analyze and organize emergency information to enact effective decision making about the direction and utilization of resources and personnel. The EOC also addresses policy and legal issues, sets priorities, and communicates and coordinates with other levels of government as well as the public and private sectors for effective response and recovery. In effect, the EOC views the incident as a whole and supports response by directing and tracking response efforts, coordinating and ordering resources and by gathering and disseminating information.

EOC Major Objectives Include:

- Assess the situation
- Issue an Emergency/Disaster Declaration, if warranted
- Establish priorities
- Provide leadership and overall direction of efforts
- Identify and address Mass Care (family assistance) needs
- Identify and address legal and policy issues
- Provide accurate public information throughout response and recovery efforts
- Providing incident support
- Resource management
- Identify and activate mutual aid, if needed

- Identify any State Historic Preservation Office (SHPO) permits needed and apply for
- Identify and request additional assistance, if needed
- Coordinate with the State Operations Center and other Department Operations Centers to accomplish response and recovery objectives
- Provide for coordination with other facilities such as shelters, Family Assistance Centers, etc.
- Coordinate damage assessment activities
- Provide for continuity of government and operations
- Lead recovery efforts following disaster

EOC Location

The location of the primary EOC is Ward County Administrative Building 225 3rd St SE: Minot, ND.

The secondary location is First District Health Unit, 800 11th Ave SW in Minot, ND and the Tertiary EOC is located at the Minot Municipal Auditorium at 420 3rd Ave SW, room 201.

Activation of the Emergency Operations Center (EOC)

The EOC may be activated prior to, during, or after an event depending on the circumstances. The EOC Activation Guide Table illustrates the activation criteria, levels of activation, and initial staffing levels. Upon activation of the EOC, EOC staff will utilize EOC standard operating guides which outline EOC position responsibilities and EOC procedures.

EOC Activation Guide

Activation Criteria ¹ (Event/Situation)	Activation Level	Staffing ²
Impending events/situations such as large-scale conventions, festivities, sporting events, etc. prior to their commencement Significant weather event – for situation/damage assessment purposes Events requiring a “one voice” concept to address media inquiries & public information needs Emergencies in neighboring jurisdictions which may impact our jurisdiction or departments	Level One Activation Method: Emergency Manager or any authorized Incident Commander will activate the Hyper-Reach system, and the message will say “Level One personnel to report to EOC”	Incident Commander³ Department Representatives: Fire, Police, EMS, Public Health, Public Works, Hospital, Finance, PIO, Ward County Water Board, Red Cross, City Manager EOC Coordinator – Emergency Manager See Following List of Authorized EOC Personnel
Large scale emergencies that overwhelm any one agency Resources beyond local capabilities are required The emergency is for a long duration Major policy decisions will or may be needed	Level Two Activation Method: Emergency Manager or any authorized Incident Commander will activate the Hyper-Reach system, and the message will say “Level Two personnel to report to EOC”	Incident Commander³ Department Reps: Fire, Police, EMS, Public Health, Public Works, Hospital, Finance, PIO, Ward County Water Board, Red Cross, City Manager, City Transit, IT EOC Coordinator – Emergency Manager See Following List of Authorized EOC Personnel

¹ These are examples to serve as a guide, not an all-inclusive list.

² Staffing levels are flexible, similar to the principles of ICS. The Incident Commander, Department Representative and Section Chiefs determine staffing levels

³ The Incident Commander is selected among Department Representatives based on the principles of unified command and is event driven

Important Note: Initial activation of the EOC will be at Level One

Operations, Planning/Intelligence, and Finance Sections are activated at the discretion of the Incident Commander

Level One Activation: Initial Emergency Activation

- Call Minot Central Dispatch and request EOC Level 1 activation.
- Minot Central Dispatch personnel will activate EOC staff, including the emergency manager, via the Hyper-Reach System. The emergency manager will initiate EOC start up activities.

Level Two Activation: Full Activation

- A. Level Two activation is conducted by EOC staff as directed by the Incident Commander after a situation assessment is completed by “Level One” EOC staff.

EOC Activation Authority

Authority to activate the EOC will be limited to those listed below and respective designees. A complete list of Level One and Level Two Activation personnel and contact information can be found in the Ward County Emergency Operations Plan Resource Manual.

- A. Mayor
- B. City Administrator
- C. Fire Chief
- D. Police Chief
- E. Ward County Sheriff
- F. Ward County Engineer
- G. Public Works Director
- H. Public Health Director
- I. County Emergency Manager

EOC Security

Many times, during an incident with widespread impact, certain individuals may resolve to enter the EOC to voice or physically express their questions, concerns, or complaints. Due to the amount of convergence of private citizens, contractors, and the media, provisions for private security may be made by the Incident Commander and EOC manager to limit access to the EOC to provide for the safety and security of EOC staff, to protect sensitive information, and to allow staff to focus on response to the event without being sidetracked. The following list comprised of only Level 1 and Level 2 personnel authorized for entry into the EOC are the only staff permitted in the EOC, but others may be permitted only at the discretion of the EOC Manager and the Incident Commander.

Authorized EOC Personnel

Level 1 EOC Staff

Law Enforcement

Ward County Sheriff and/or designee*
City of Minot Police Chief and/or designee*
Highway Patrol Commander or designee*
City of Kenmare Police Chief or designee*
City of Burlington Police Chief or designee*
City of Surrey Police Chief or designee*
City of Berthold Police Chief or designee*
E911 Coordinator
PSAP Manager

Fire Rescue and Suppression

Minot Rural Fire Chief and/or designee*
Minot Fire Chief and/or designee*
Berthold Fire Chief or designee*
Burlington Fire Chief or designee*
Carpio Fire Chief or designee*
Des Lacs Fire Chief or designee*
Donnybrook Fire Chief or designee*
Douglas Fire Chief or designee*
Kenmare Fire Chief or designee*
Makoti Fire Chief or designee*
Ryder Fire Chief or designee*
Sawyer Fire Chief or designee*
Surrey Fire Chief or designee*

Emergency Medical Service

First District Health Unit Director and/or designee*
Trinity Health Communications & Emergency Preparedness Manager or designee
Trinity Health First Response Director or designee*
Berthold Ambulance Service Chief or designee*
Burlington First Responders Chief or designee*
Kenmare Ambulance Service Chief or designee*
Ryder-Makoti Quick Response Unit Chief or designee*

Public Works

Ward County Engineer and/or designee*
Ward County GIS Specialist
City of Minot Public Works Director and/or designee*
City of Minot Engineer or designee*
Minot City Transit Representative or designee*
City of Minot GIS Specialist
City of Burlington Engineer or designee*
City of Des Lacs Public Works or designee*
City of Donnybrook Public Works or designee*
City of Makoti Engineer or designee*

City of Sawyer Engineer or designee*
City of Surrey Engineer or designee*

Local Government Officials

****No more than 2 per jurisdiction**

Ward County Commissioners
Minot City Council Members
Mayor of Minot
Berthold City Council Members
Mayor of Berthold
Burlington City Council Members
Mayor of Burlington
Carpio City Council Members
Mayor of Carpio
Des Lacs City Council Members
Mayor of Des Lacs
Donnybrook City Council Member
Mayor of Donnybrook
Douglas City Council Members
Mayor of Douglas
Kenmare City Council Members
Mayor of Kenmare
Kenmare Public Works
Makoti City Council Members
Mayor of Makoti
Ryder City Council Members
Mayor of Ryder
Sawyer City Council Members
Mayor of Sawyer
Surrey City Council Members
Mayor of Surrey
State and Federal Legislators
Ward County Emergency Management Department
City of Minot Emergency Manager
Ward County Public Information Officer (PIO)
Public Information Officer (PIO) from each city within Ward County
Ward County Auditor
City of Minot Finance Director
Auditors from each city within Ward County
Chairman of the Ward County Water Resource Board
North Dakota Department of Emergency Services Director and/or designee*

Volunteer Agencies

Local Red Cross Representative or designee*
Local Salvation Army Representative or designee*

Representatives of pertinent volunteer agencies may be permitted access to the EOC by the Incident Commander and the EOC Manager.

Level 2 EOC Staff

Support Agencies

National Weather Service representative or designee*
Souris Valley Amateur Radio Club representative or designee*
Civil Air Patrol representative or designee*
Red Cross representative or designee*
Salvation Army representative or designee*
North Dakota State University Extension Office representative or designee*
North Dakota State Fair Representative or designee*
Upper Souris Wildlife Refuge (Lake Darling) Representative or designee*
Army Corps of Engineers Commander or designee*
North Dakota National Guard Commander and staff
Minot Air Force Base Emergency Manager
Minot Air Force Base Commander or designee*
Minot State University representative or designee*
Department of Transportation Representative or designee*
Minot Park Board Representative or designee*
Appropriate Critical Infrastructure Representative or designee*

* Where a designee is permitted, one person will be allowed access to the EOC in addition to the noted official or in the official's stead to represent them in strictly that capacity.

Functional Annexes

Annex A: Agriculture

Purpose

This annex deals with diseases and infestations that could affect plant and animal species. It also will provide protection for Ward County's food supply and to ensure that victims of any emergencies and/or disasters are provided with adequate healthy food. Lastly, it also provides preparedness, response, and recovery for the citizens of Ward County's health, care, and environment during and after an emergency and/or disaster.

Coordination

This function coordinates with the unified command as required by Incident Commander.

Supervision

Driven by disaster type; normally this function reports to the Incident Commander but may become the Incident Commander depending on disaster type. All information and reports from this function are requested and given to the Incident Commander.

Primary Function

Agriculture, fire, health, medical, police, and evacuation

Secondary Function

Sheltering, food, and water supply

Situation

- A. Disasters and/or hazards that occur in Ward County impact agriculture which includes crops, livestock, food supplies, as well as other related agriculture concerns.
- B. Due to the amount of farmland and livestock within Ward County, state and federal agricultural assistance is typically required following disasters and/or hazards.

Assumptions

- A. Local Farm Service Agencies will notify the Minot Police Department, Minot Fire Department, First District Health Unit, and/or the Emergency Manager concerning the status of local agricultural emergencies and the need for assistance.
- B. Disasters and/or hazards may devastate local agricultural assistance
- C. Agricultural emergencies and/or hazards lead to long-term economic impacts requiring an extended amount of federal and state assistance for recovery.

Lead Agency

North Dakota State University Extension Services

Support Agencies

Local responding Fire Departments, Local responding Law Enforcement, First District Health Unit, Emergency Management, Minot Roosevelt Zoo, State Veterinarian, Animal Control, and other volunteer/support agencies.

Preparedness

- A. Coordinate with public and private organizations for the use and supply of potable water
- B. Conduct a public health hazard vulnerability risk assessment
- C. Develop arrangements and agreements to identify, acquire, and mobilize agricultural, nutritional, and animal related resources for emergencies and/or disaster.

- D. Plan, exercise and review emergency operations procedures on a regular basis
- E. Identify community resources applicable to the physical, social, and psychological effects of disaster and/or hazard
- F. Identify all and/or possible dump sites
- G. Identify groups at risk
- H. Provide disaster education in advance of an event
- I. Develop an advocate public policy to reduce the public health impact of potential disasters
- J. Assess and coordinate emergency transportation for personnel and livestock with possible evacuation
- K. Coordinate availability of facilities to be used for emergency medical care
- L. Coordinate requirements for communicable disease prevention and control

Response

- A. Conduct agriculture assessments at the site of the emergency and/or disaster to determine the needs and priorities
- B. Activate and mobilize agricultural personnel, facilities, and material resources
- C. Assess the status of plant and animal health in the state and determine whether any diseases, infestations, or infections threaten the county's food supply and/or domestic and wild animal life
- D. Provide logistical support for the local agriculture personnel
- E. Establish how much food is required for the affected citizens and livestock supply.
- F. Test and/or disposal of contaminated food, livestock, and/or agricultural products if needed
- G. Set up for inspectors, sanitarians, and veterinarians to respond to the affected area
- H. Conduct food inspections
- I. Ban and quarantine food and/or agricultural products if needed
- J. Conduct surveillance of the affected agricultural communities to be able to identify and address agriculture related problems
- K. Identify approved food sources and/or products
- L. Activate Health Alert Network
- M. Report on health findings and recommended actions to The First District Health Unit. If there is a need, they will contact the state health officer and other agencies as indicated
- N. Maintain liaison with health officer, environmental health, local officials, and regional emergency preparedness and response coordinator
- O. Advise local officials on request to the Governor regarding waiver of regulatory requirements necessary to public health emergency response
- P. Coordinate medical equipment, supplies, and community resource requests with the EOC
- Q. Track and log response activities, personnel, and costs
- R. Assess need for and request deployment of strategic stockpile with emergency preparedness and response coordinator and State Department of Health
- S. Establish dispensing clinics for focused administration of mass medications
- T. Coordinate with American Red Cross to provide shelter services
- U. Assist with patient identification and tracking
- V. Coordinate mass fatality and morgue services
- W. Conduct health surveillance and epidemiological investigations
- X. Assist in patient evacuation
- Y. Assess worker health and safety issues and provide recommendations
- Z. Assist in implementing isolation and quarantine activities
- AA. Provide education and public information, including disease prevention by providing health advisories on injury prevention, food and water safety, and vector control
- BB. Maintain records of the operations, including cost records that can be used after the emergency

Recovery

- A. Agriculture activities will continue as long as necessary after the conclusion of the emergency or disaster
- B. Continue to gather information on the restoration of health and abundance of plant and animal life to acceptable limits
- C. Assemble key personnel for analysis of medical and public health operations
- D. Complete damage assessment reports with costs incurred
- E. Recommend changes and updates to local response plan
- F. Make recommendations during post incident analysis to improve upon the emergency operations plan
- G. Return all rented and borrowed equipment and replenish or replace inventory as necessary.
- H. Maintenance and repairs to all equipment shall be conducted
- I. Work with community agencies to mitigate long term impact on public health
- J. Monitor long term disease trends
- K. Provide community education to enhance public awareness for injury control, to aid community adjustment and educate about health risks and how to deal with them
- L. Advise to the safety regarding the public health of citizens reoccupying areas

Annex B: Aircraft Incidents

Incident within Airfield

Purpose

The aircraft incident annex is to provide general information for people of Ward County of the affected or could become affected area(s) regarding an incident and/or hazard. It is also to provide a means to restore and maintain air transportation during an emergency and/or disaster.

Coordination

This function coordinates with the unified command as required by Incident Commander.

Supervision

Driven by disaster type; normally this function reports to the Incident Commander but may become the Incident Commander depending on disaster type. All information and reports from this function are requested and given to the Incident Commander.

Primary Function

Search and rescue, evacuation, traffic control, airport access control, barricades, and debris removal.

Secondary Function

Evidence collection, sheltering, reunification, and clean-up

Situation

- A. Disaster and/or hazards will increase the amount of resources needed to respond to an aircraft incident. If incident is on MOT property refer to Minot International Airport Emergency Plan (AEP) Section III.1 –Aircraft Incidents & Accidents for response protocol.
- B. North Dakota can experience extreme cold weather during certain months that can cause additional issues for resources being out in the elements for a long period.
- C. Accidents could also cause a lot more disruption and damage to populated areas and have impact on airspace/air transportation.
- D. Evacuations that occur due to disasters/hazards will be conducted by emergency responders; however, if all local emergency responders are exhausted the state may assist with evacuation if requested by the Ward County Emergency Manager

Assumptions

- A. Disaster and/or hazard responses addressing transportation can be difficult to coordinate immediately following the incident due to the amount of debris that has spread across a possible large area
- B. Disasters and/or hazards that affect aircraft can cause a great deal of damage that could affect many people.
- C. Local first responders will respond, however, federal responders such as the FAA, NTSB, and FBI will join the response and investigation shortly after the incident.

Lead Agency

Local Law Enforcement, Local Airport/Airfield, Local Fire Department, and National Transportation Safety Board

Support Agencies

Highway Patrol, EMS, Public Works Department, Volunteer Agencies, Airline Companies, and Air Traffic Control

Preparedness

- A. Develop the Minot Airport Emergency Plan (AEP) for response and recovery
- B. Coordinate with different public, federal, private, and non-government organizations that have resources that could assist in an aircraft incident.
- C. Maintain a contact list of all public, federal, private, and non-government organizations that have resources that could assist in evacuation
- D. Review the Minot Airport AEP on an annual basis and allow training for emergency responders on a regular basis.
- E. Conduct full-scale exercise at a minimum of once every three years.
- F. Work with smaller airfields to ensure local emergency procedures are planned and practiced.

Response

- A. Set up incident command as soon as possible.
- B. Set up communications between emergency responders
- C. Alert the public as needed
- D. Evacuate area if needed
- E. Acquiring resources from public, federal, private, and non-government organizations
- F. Coordinate with federal agencies when requested
- G. Provide family support location
- H. Establish a joint information system
- I. Provide reports to the EOC on a regular basis

Recovery

- A. Haul debris and other materials to designated dump sites (may require aircraft hangar or warehouse for investigation/evidence)
- B. Repair ground damage including runway/taxiway pavements and graded safety areas
- C. Return all resources to the correct places
- D. All emergency responders return to their normal day-to-day duties

Agencies that assist with Aircraft incident	Incident Command	Support	Evacuation	Investigation	Mobile Communication	Cleanup
Local Law Enforcement	X		X	X	X	
Local Fire Department	X	X	X		X	
EMS		X			X	
Highway Patrol		X	X	X	X	
Minot Airport	X	X	X		X	X
Federal Partners		X		X	X	
Airlines		X				X
Air Traffic Control		X				X
National Transportation Safety Board				X		
Volunteer Organizations		X				

Incident Outside of Airfield

Purpose

The aircraft incident annex is to provide general information for people of Ward County of the affected or could become affected area(s) regarding an incident and/or hazard. It is also to provide a means to restore and maintain air transportation during an emergency and/or disaster.

Coordination

This function coordinates with the unified command as required by Incident Commander.

Supervision

Driven by disaster type; normally this function reports to the Incident Commander but may become the Incident Commander depending on disaster type. All information and reports from this function are requested and given to the Incident Commander.

Primary Function

Search and rescue, evacuation, traffic control, barricades, and debris removal.

Secondary Function

Evidence collection, sheltering, reunification, and clean-up

Situation

- A. Disaster and/or hazards will increase the amount of resources needed to respond to an aircraft incident.
- B. An aircraft accident can occur anywhere, whether it is a populated area or rural.
- C. Some of the Rural areas are difficult to access in regular response vehicles.
- D. Some of the Rural areas have limited to no cell phone coverage causing more communication difficulties.
- E. North Dakota can experience extreme cold weather during certain months that can cause additional issues for resources being out in the elements for a long period.
- F. Accidents could also cause a lot more disruption and damage to populated areas and have impacts to airspace/air transportation.
- G. Evacuations that occur due to disasters/hazards will be conducted by emergency responders; however, if all local emergency responders are exhausted the state may assist with evacuation if requested by the Ward County Emergency Manager

Assumptions

- A. Disaster and/or hazard responses addressing transportation can be difficult to coordinate immediately following the incident due to the amount of debris that has spread across a possible large area
- B. Disasters and/or hazards that affect aircraft can cause a great deal of damage that could affect many people.
- C. Local first responders will respond, however, federal responders such as the FAA, NTSB, and FBI will join the response and investigation shortly after the incident.

Lead Agency

Local Law Enforcement, National Transportation Safety Board, and Local Fire Department

Support Agencies

Highway Patrol, EMS, Public Works Department/Highway Department/Township, Volunteer Agencies, Airport and Airline Companies

Preparedness

- A. Develop the Minot Airport AEP for response and recovery
- B. Coordinate with different public, federal, private, and non-government organizations that have resources that could assist in an aircraft incident.
- C. Maintain a contact list of all public, federal, private, and non-government organizations that have resources that could assist in evacuation
- D. Review the Minot Airport AEP on an annual basis and allow training for emergency responders on a regular basis.
- E. Conduct full-scale exercise at a minimum of once every three years.

Response

- A. Set up incident command as soon as possible.
- B. Set up communications between emergency responders
- C. Alert the public
- D. Evacuate area if needed
- E. Acquiring resources from public, federal, private, and non-government organizations
- F. Coordinate with federal agencies when requested
- G. Provide family support location
- H. Establish a joint information system
- I. Provide reports to the EOC on a regular basis

Recovery

- A. Haul debris and other materials to designated dump sites (may require aircraft hangar or warehouse for investigation/evidence)
- B. Repair ground damage including runway/taxiway pavements and graded safety areas
- C. Return all resources to their respective places
- D. All emergency responders return to their normal day-to-day duties

Agencies that assist with Aircraft incident	Incident Command	Support	Evacuation	Investigation	Mobile Communication	Cleanup
Local Law Enforcement	X		X	X	X	
National Transportation Safety Board				X		
Highway Patrol		X	X	X	X	
Local Fire Department	X	X	X		X	
Minot Airport	X	X			X	
Federal Partners		X		X	X	
Airlines		X				X
Air Traffic Control		X				
EMS		X			X	
Volunteer Organizations		X				

Annex C: Central Dispatch, Communications, & Warnings

Purpose

This function provides procedures for preparedness, response, and recovery to establish the ability to communicate between direction and control authorities and between coordinating authorities and response organizations for an effective and coordinated response and recovery. Should the day-to-day communication systems become unavailable, alternate systems will be planned and implemented.

This function has the responsibility, within financial and technical restraints, to establish, use, maintain, and manage the emergency communication network and to ensure that it is protected from hazards that may reduce its effectiveness.

Coordination

This function coordinates with the unified command as required by Incident Commander.

Supervision

Driven by disaster type; normally this function reports to the Incident Commander but may become the Incident Commander depending on disaster type. All information and reports from this function are requested and given to the Incident Commander.

Primary Function

To provide program support and to establish, maintain, and manage the emergency communication network.

Situation

- A. Disasters and/or hazards affect the ability to communicate by overloading the system or equipment, overpowering staff, and creating conditions that make delivery and/or repair to communications resources difficult or impossible
- B. The EOC contains sixteen landline phones that can be used on a 24/7 basis
- C. The EOC contains a protected wireless capability for all EOC personnel to use
- D. The Incident Command Trailer contains a Tactical Communications Bridge Radio (TCB-4) that contains two VHF radios, one UHF radio and one 800 MHZ radio to merge any radios together no matter what frequency they are on that will enable all emergency personnel to communicate.

Assumptions

- A. Central Dispatch and the EOC will take on the responsibility for assisting Logistics in locating, obtaining, and assigning a location for resources requested by City Departments during an incident within the City of Minot
- B. The EOC will assist emergency personnel with setting up and operating communications capabilities as needed.
- C. The EOC will be operational and support communications within the county operations during and after the emergency and/or hazard
- D. Ward County with the assistance of private organizations (i.e. SRT and Midcontinent Communications) will restore lost or broken lines of communication.

Lead Agencies

Central Dispatch, Emergency Management, and Police Department

Supporting Agencies

SRT, Midcontinent Communications, Midstates, Local Fire Department, First District Health Unit, American Red Cross, and other voluntary agencies

Preparedness

- A. Work with Emergency Management in identifying local businesses to obtain resources to assist City Departments
- B. Identify vulnerable communication locations
- C. Review communications resource requirements
- D. Identify and verify agreements with private and public sector agencies to augment communications capabilities
- E. Ensure testing and maintenance of communications equipment on a regular basis
- F. Instruct staff on contents and use of message handling system
- G. Ensure availability of message forms
- H. Renew radio licenses as required
- I. Update and review warning capabilities with available technology
- J. Update and confirm warning resources

Response

- A. Assisting IC in locating, obtaining, and assigning a location for resources requested by City Departments
- B. Request Assistance from County Emergency Management for Support
- C. Alert communications personnel, as needed
- D. Provide supplemental emergency communications
- E. Ensure communication capability for:
 - a. Teletype
 - b. Emergency Alert System (EAS) and IPAWS
 - c. Hyper-Reach
 - d. Interactive Video Network
 - e. Pagers
 - f. Amateur radio, SVARC, REACT
 - g. NOAA Weather Radio for civil emergency message
 - h. Public Safety radio channels
 - i. Cellular phones
 - j. Sirens
 - k. NAWAS
 - l. Fax
 - m. Telephone
 - n. Local Area Networks (LAN)
 - o. Modems (email)
- F. Advise functional coordinators of communication status
- G. Activate EAS/IPAWS for immediate protective actions to include warning alerts and evacuation
- H. PIO Will:
 - a. Implement media release point and set schedule for periodic briefings, as required
 - b. Confirm policy on admittance of news media to disaster area with local officials
 - c. Coordinate release of all public information advisors and instructions with appropriate EOC staff
- I. Upon receipt of a reliable warning, the dispatcher will refer to and automatically implement appropriate established procedures and will activate appropriate warning systems
- J. Ensure that supplies and equipment for the information center are adequate and in place, as required

Recovery

- A. Maintain communications with state government and adjacent communities
- B. Maintain a log of all communication activity
- C. Prepare a report on communication activities during disaster situations
- D. Assess disaster effects of communications facilities and systems
- E. Report on the status of communications system to emergency management director
- F. Provide instructions to the public for the recovery phase
- G. Release safety measures and precautions applicable to hazard and recovery activities

Agencies that assist with communication efforts before, during and after a disaster/hazard occurs.	Activation	Set Up	Incident Command Trailer	Notification	Restoration
Central Dispatch	X	X	X	X	
Emergency Manager	X	X	X		
Fire Department	X		X		
Police Department	X		X		
SRT/Midcontinent		X			X
Media				X	
Volunteer Organizations		X		X	X
Ward County Highway Department			X		
Volunteer organizations include some private relief organizations such the American Red Cross and the Salvation Army.		X			

Annex D: Cyber

Purpose

The purpose and scope of the Cyber Incident Annex is to create an emergency action plan in response to criminal activity and / or disruption to the cyber community. There has been an increasing amount of cyber incidents occurring and it is imperative that a plan is in place for local, State, and private industry to respond and recover from a cyber-attack and / or disruptive incident.

Coordination

This function coordinates with the unified command as required by Incident Commander.

Primary Function

Information Security and Protection

Secondary Functions

Investigation and Data/Information Loss Recovery

Situation

- A. Hacker(s) gains unauthorized access to City of Minot and/or Ward County Computer Networks to destroy/disable and/or steal data.
- B. Employee(s) or trusted third parties may intentionally or unintentionally damage/destroy our system and/or steal data
- C. A natural and/or manmade disaster could have the potential to knock down some or all entire infrastructure.
- D. Whether someone has hacked our network, an employee or third party has intentionally or unintentionally damaged, destroyed our system and/or stole data, or a disaster has taken out some or all of our infrastructure, the disruption could affect some or all of the departments within the City and/or County's ability to function.

Assumptions

- A. Cyberspace is comprised of hundreds of thousands of interconnected computers, servers, routers, switches and network cables that make our critical infrastructure work. Thus, the healthy functioning of cyberspace is essential to our economy and security. The threat of a cyber-related attack that could affect the County or Cities infrastructure, computer systems, communications capabilities, and other critical assets cannot be minimized or ignored in today's computer-dependent world.
- B. Some redundant telecommunications and information technology services will survive the effects of an emergency or disaster.
- C. Cyber incidents may occur with little or no warning and may involve a variety of tactics that could affect critical County or City infrastructure and key resource sites. A cyber incident could consequently overwhelm the ability of our local capability to respond to natural, technological, and / or human – caused events.
- D. Ward County and the City of Minot's critical infrastructure and key resources depend on properly functioning cyber and communication equipment to perform its functions and maintain a standard of living. Damage to these systems could create great hardship and civil unrest.
- E. Telecommunications and information technology services and activities are essential to providing direction and control for emergency operations and response activities, providing emergency information, warnings and guidance to the public, and communicating with all levels of government, where necessary.

Lead Agency: Ward County and/or the City of Minot Information Technology Department, Local IT Vendor

Support Agencies: Ward County Sheriff Department, Local Police Department, North Dakota State and Local Intelligence Center (NDSLIC), Multi-State Information Sharing & Analysis Center (MS-ISAC)

Preparedness

- A. Providing indications and warning of potential threats, incidents, and attacks.
- B. Analyze/Review computer system and network infrastructures to determine infection scope.
- C. Isolate infected system(s).
- D. Prevention of loss of electronic information and communications systems and information contained therein.
- E. Prevention of unauthorized use of electronic information and communications systems and information contained therein.
- F. Prevention of exploitation of electronic information and communications systems and information contained therein.
- G. Monitor and control sensitive processes and physical functions.

Response

- A. Contact Lead and Support agencies listed herein to help investigate source and scope of the Incident
- B. Identify and Isolate affected departments and agency to avoid wide spread of attacks/incident
- C. Implement response procedures as established by affected entities/agencies

Recovery

- A. Restoration of electronic information and communications systems and information contained therein.

Agencies that assist with Cyber	Preparedness	Response	Recovery	Monitoring
IT Department	X	X	X	X
Law Enforcement		X	X	
Emergency Management		X		
North Dakota State IT		X		X
North Dakota SLIC & BCI Cyber Division		X		X

Annex E: Emergency Medical Services (EMS)

Purpose

Trinity First Response and the surrounding volunteer ambulance services throughout Ward County provide ongoing emergent care in their jurisdictions through preparedness, response, and recovery.

Coordination

This function coordinates with the unified command as required by Incident Commander.

Supervision

Driven by disaster type; normally this function reports to the Incident Commander but may become the Incident Commander depending on disaster type. All information and reports from this function are requested and given to the Incident Commander. Medical Command is established by the responding EMS entity.

Primary Function

To provide emergency medical care which includes medical command, triage, treatment, and transportation that is consistent with established EMS protocols.

Situation

- A. This plan serves all residents and non-residents of Ward County
- B. Local EMS, Local Healthcare, and the First District Health Unit have first-line responsibility for response to health-related emergencies.
- C. Local EMS, Local Healthcare, and First District Health Unit are responsible to dispense and/or vaccinate Ward County if needed.
- D. The First District Health Unit and/or Local Healthcare will provide general information to the public health officials about the health status of the population of Ward County (i.e. disease reporting, syndromes, surveillance, and specimen submission).
- E. Disasters and/or hazards that occur within Ward County can impact on the community's health, which in turn will require a response. Commonly affected services could include, but are not limited to wastewater, solid waste, potable water, air quality, health supplies, and public health services.
- F. Secondary disasters and/or hazards could release chemical, biological, and/or radiological materials that could further impact Ward County and overpower personnel and resources.

Assumptions

- A. The First District Health Unit will notify North Dakota Department of Health of the situation and status of Ward County's need for assistance.
- B. Disaster and/or hazards could render emergency services inoperable
- C. Secondary disasters and/or hazards could occur that may cause health emergencies that may not have occurred in the initial disaster and/or hazard
- D. An increase in injury or disease could be caused when a disaster/hazard occurs that causes a disruption of sanitation services, loss of power, and mass of people arriving in shelters all at once.
- E. Due to the extreme damage and devastation the hospital may need to relocate some or all their facilities
- F. A disaster and/or hazard may exceed the personnel and resources within Ward County which would require state and possible federal emergency resources
- G. Requests for support will be coordinated through the Emergency Manager or his/her designee

Lead Agencies: Emergency Medical Services, Local Healthcare, First District Health Unit

Support Agencies: Local Fire Department, Search and Rescue, Law Enforcement, and other Voluntary Agencies

Preparedness

- A. Determine, enhance and assure local capabilities exist to:
 - 1. Provide patient support
 - 2. Accommodate patient transportation needs
 - 3. Alternate patient care facilities (nursing homes, clinics, etc.) for various influx of patient numbers (i.e. 25 patients, 50 patients, 100 patients, 200 patients, etc.)
 - 4. Develop mutual aid agreements with other ambulance services
 - 5. Determine the number of patients that hospitals in surrounding areas could receive and assure transport capabilities exist when necessary
 - 6. Coordinate with EMS/rescue squads to support the evacuation of local hospitals or nursing homes
 - 7. Coordinate availability of non-medical facilities useable for emergency medical care (i.e. schools, churches, MSU Dome, etc.)
 - 8. Develop procedures to provide medical assistance at shelters
 - 9. Identify potential areas for the storage of human remains.
- B. Enhance training in areas of weapons of mass destruction and hazardous materials; utilize NIMS Incident Command System, and participate in disaster exercises
- C. Participate in response route planning for alternate routes during poor weather conditions or obstructed routes

Response

- A. Respond to the Incident Command Post, contact the Fire Department, the Incident Commander (IC) and establish a medical branch
- B. Implement medical command, triage, treatment and transportation of the injured
- C. Maintain communication with local health care providers and the IC
- D. Coordinate medical resource requirements with the IC
- E. Coordinate activities and resource requirements with the IC
- F. Participate in morgue operations as necessary
- G. Maintain records of medical operations
- H. Maintain inventory and determine the needs of the victims, relaying this information to the IC for logistical support
- I. Provide medical care to emergency response personnel in a location other than patient triage, treatment, and transportation locations
- J. Receive, shelter, triage, treat, and transport post decontamination victims
- K. For mass casualty incidents, calls for amount and severity of victims will be made to medical control. Medical Control will in turn make decisions on the transportation mode and destination.

Recovery

- A. During recovery all ambulance services and all other departments shall return all rented or borrowed equipment and replenish or replace inventories as necessary.
- B. Maintain and repair all vehicles and equipment
- C. Make recommendations to the IC during post incident analyses to improve upon the emergency operation plan.

Annex F - Fire Services

Purpose

This function provides procedures for preparedness, response, and recovery to provide a coordinated effort for the immediate protection of life, property, and incident stability.

The incident commander will provide directions to coordinate the actions of fire departments, search and rescue units, and hazardous materials response teams. Through unified command under the Incident Command System (ICS) responders will coordinate to ensure the immediate safety of themselves, all citizens, protect public and private property, provide for incident stabilization, conduct Hazardous Materials assessment and mitigation, and provide protection for essential industries, supplies, facilities, and infrastructure for any type of disaster.

Coordination

This function coordinates with a unified command as required by Incident Commander.

Supervision

Driven by disaster type; normally this function reports to the Incident Commander but may become the Incident Commander depending on disaster type. All information and reports from this function are requested and given to the Incident Commander.

Primary Function

Fire Protection, Fire Suppression, Search and Rescue, Hazardous Materials, and Technical and Water Rescue.

Secondary Function

EMS Control, Evacuation, Traffic Control, Sheltering, and Site Security

Situation

- A. Ward County possesses several emergency fire and medical services through a network of paid fire, volunteer fire, and EMS departments
- B. All paid and volunteer firefighters go through extensive training and certification prior to any response as well as regularly scheduled training to maintain certification.
- C. Fire Departments, who serve predominantly rural areas throughout the county, must provide a quick and effective response with limited equipment and personnel.
- D. Some firefighters within Ward County have limited access to utilities or natural resources to suppress wildfires, terrorism attacks, hazardous materials incidents, and chemical, biological, radiological, nuclear and explosive emergencies
- E. Specialized teams such as Hazmat, Search and Rescue, Technical and Water rescue, Mouse River Firefighters Association, and many of the countywide fire departments may, through mutual aid agreements and memorandums of understanding, respond to assist functions including fire suppression and rescue in a time of emergency.

Assumptions

- A. In most situations Fire Department personnel, equipment, resources, and Mutual Aid Agreements (MAA) with private/public organizations should be adequate to augment response to any emergency or disaster.
- B. All fire departments within Ward County utilize the Incident Command System (ICS) to manage emergency operations at any incident.

- C. All coordination of departments, resources, personnel, and communications will take place by using ICS
- D. If all resources, personnel, and equipment have been used up the Fire Department will contact other fire departments for resources, personnel, and equipment. Fire Departments will contact the Emergency Management Office to request the regional resources like the NW Regional Hazmat Team.

Primary Agency

Local Fire Department having jurisdiction

Support Agencies

NW Regional Hazmat Team, Search and Rescue, Technical and Water Rescue Teams, Ward County Dive Team, other fire Departments throughout Ward County, and other volunteer agencies

Preparedness

- A. Determine available resources and review and update Mutual Aid Agreements and Memorandums of Understanding to augment response capabilities
- B. Review fire Standard Operating Procedures (SOP's)
- C. Provide training for volunteer firefighters and refresher training in traffic control procedures
- D. Develop plans for utilizing volunteers
- E. Accomplish inspections of commercial buildings and shelter/emergency lodging facilities for adherence to fire safety codes and ordinances.
- F. Response capabilities are assured through routine, scheduled checks and maintenance to all standby generators and Self-Contained Breathing Apparatus (SCBA) cascade compressor systems. In addition, inventories of necessary items are maintained
- G. Procedures and operating principles are coordinated with local health and EMS providers to assure efficiency and effectiveness at incidents involving emergency medical triage, treatment and transport
- H. Staff and volunteers are kept updated on all changes to operating guidelines
- I. The NW Regional Hazardous Materials Team assures that it is trained and properly equipped to provide for the stabilization and mitigation of incidents involving spills and releases of noxious and life-threatening hazardous materials throughout Ward County.
- J. Water and Technical Rescue Teams train and certify to maintain a state of readiness when called upon to perform rapid and effective rescue operations.
- K. Procedures are reviewed and refresher training given for decontamination procedures
- L. Prepare for possible shortage of water, electricity, chemicals, and fuel
- M. Coordinate activities with Ward County Emergency Management
- N. Coordinate communications requirements with communication officer Public Information Officer

Response

- A. During response, the Fire Department implements the National Incident Management System (NIMS) and establishes a command location and/or command post, which may include a trailer outfitted with work areas and communication capabilities. If the need for additional resources is determined, including EOC activation.
- B. Fire Departments are responsible for assuring scene safety and establish control and safe zones
- C. The Water and Technical Rescue teams will deploy to aid victims in situations that pose an immediate danger to life safety and require specialized training to safely and effectively provide for their rescue.

- D. The NW Regional Hazardous Materials team will respond with equipment and expertise to mitigate spills or releases of dangerous contaminants and chemicals and to rescue/decontaminate victims and stabilize the incident.
- E. Determination of personnel and equipment needed is made and requests are made accordingly through mutual aid. Damage assessments are made and collected that are forwarded to the EOC
- F. Initiate public safety measures such as rescue, evacuation, or shelter-in-place
- G. During chemical and WMD chemical incidents water supplies are established, and decontamination is implemented
- H. Coordinate with utility companies for the termination of utilities during an incident and coordinate with respective oil companies for spills and pipeline emergencies.
- I. Coordinate Fire Departments role in providing emergency medical stabilization and establishing triage and treatment
- J. Coordinate inspection and damage assessment of affected buildings for safety and stability, as soon as possible after the event

Recovery

- A. Return borrowed equipment and acknowledge assistance
- B. Replenish depleted supplies
- C. Contact utility companies if homes and/or businesses are damaged by flood waters if needed
- D. Complete all required reports
- E. Maintenance and repairs to all apparatus and equipment shall be conducted to comply with NFPA guidelines.

Annex G: Hazardous & Radiological

Purpose

This function provides procedures for preparedness, response, and recovery to provide a coordinated effort for the immediate protection of life and property against oil spills, hazardous materials, and/or radiation incidents within Ward County.

The functional coordinator will provide directions to emergency personnel to coordinate the actions of personal safety and decontamination through Unified Command (UC) under the Incident Command System (ICS). Responders will ensure their own immediate safety before they respond into the hot zone.

Coordination

This function coordinates with the unified command as required by the Incident Commander.

Supervision

Driven by disaster type; normally this function reports to Incident Commander but may become the Incident Commander depending on disaster type. All information and reports from this function are requested and given to the Incident Commander.

Primary Function

Decontamination, first aid, triage, emergency medical treatment, traffic control, crowd control, site security, and evacuation

Secondary Function

Search and rescue, sheltering, decontamination for materials (i.e. air, water, and soil), and morgues

Situation

- A. Disasters and/or hazards can occur anywhere at any time within Ward County.
- B. Disasters and/or hazards can affect a large, populated area; but it can also affect a number of people in other areas, animals, as well as the environment
- C. Hazardous materials can come in various sizes of containers. They can affect small and/or large areas depending on the amount of hazardous materials one has
- D. Ward County first responders will handle the incident primarily. If all resources, personnel, and equipment have been used up the Emergency Manager will contact the state ND DES to obtain resources, personnel, and equipment
- E. There are thousands of hazardous materials produced, transported, used, and stored within Ward County. In 1986 an Act was established to produce a list of Extremely Hazardous Substances (EHSs) called the Superfund Amendment and Reauthorization Act (SARA)
- F. There are many environmentally sensitive areas within Ward County that include air, soil, vegetation, and transportation. Water sources are also a sensitive area. These areas include but are not limited to: Minot's Water Treatment Plant, Des Lacs (Upper and Lower lakes), Hiddenwood Lake, Makoti Lake, Missouri River Basin, Mouse River, North and South Carlson Lakes, Rice Lake, Souris River Basin.
- G. Soil and vegetation areas that are affected by hazardous materials should be disposed of as soon as possible to restore the area

Assumptions

- A. Ward County does have emergency plans for dealing with hazardous materials as well as primary response

- B. Some hazardous incidents may and will go beyond the abilities of Ward County. Mutual Aid Agreements, State, and Federal assistance may be needed.
- C. Hazardous materials incidents often give no warning
- D. Protective actions may have to be recreated for different circumstances that arise
- E. Communication systems are redundant with back-up locations/equipment
- F. The public will be notified of the situation, potential dangers, and precautionary actions

Lead Agency:

Agency with Jurisdiction

Support Agencies:

Regional Hazmat Teams, Local Fire Department, Certified Teams, Minot Bomb Squad, Local Police Department, EMS, Emergency Management, First District Health Unit, Local Healthcare, the American Red Cross, Department of Agriculture, NDSU Extension Center, Public Works/Engineering, and other Voluntary Agencies

Preparedness

- A. Develop plans, procedures, and arrangements and/or agreements to identify, activate, coordinate different resources and expertise to manage oil spills, and hazardous materials and/or radiation.
- B. Train on a regular basis
- C. Assess the different health affects hazardous materials can cause to people, animals, and the environment
- D. Identify the needs of Ward County for hazmat incident support
- E. Maintain a working relationship with private agencies and/or organizations that have an expertise that could assist in preparedness, response and/or recovery efforts.
- F. Have first responders visited facilities that contain oil, hazardous material, and/or radiation materials to familiarize them with the facility as well as information that could be useful in responses (i.e. facilities EOP, types and location of materials, affects the materials could cause if they were released, storage tanks, drainage systems, etc.)
- G. Distribution to the public of proactive actions needed to take if there is a spill, leak, and/or release of hazardous materials and/or radiation.

Response

- A. It is the owners and/or transporters' duty to notify authorities if there is a leak, spill, and/or release of oil, hazardous materials, and/or radiation.
- B. Alert, activate, and mobilize resources to incident
- C. Provide responders with Personal Protective Equipment
- D. Notify people who could be affected by the material to take protective action
- E. Establish Incident Command post if needed
- F. Set up site security
- G. Block drains to avoid contamination
- H. Set up parameters (hot and cold zones) if necessary
- I. Establish communications and back-up communication for emergency responders
- J. Establish a decontamination location for those who have been contaminated
- K. Supply victims who have been contaminated with a new set of clothing
- L. Test air, water (i.e. aquifers, water wells, supplies, dams, dikes, coolies, and waterways); soil, vegetation, and any other materials for contamination on a regular basis.
- M. Continually keep the public advised of the situation, dangers, and protective actions to take

Recovery

- A. Operations will continue until the leak, spill, and/or release has been stopped, contained, and cleaned up and restored to its original state
- B. All response resources will be returned, replenished, and repaired
- C. All emergency responders will return to their normal day-to-day duties

The responsibilities of the agencies/or organizations if there is a spill, leak, and/or a release of oil, hazardous material, and/or radiation.	Coordination	Analysis Support	Personnel	Equipment	Communications	Remediation
Emergency Managers	X				X	
Police Department	X		X	X	X	
Fire Department	X	X	X	X	X	
Department of Agriculture		X	X	X	X	X
NDSU Research Extension Center		X	X			
First District Health/Trinity Health		X	X			
Public Works/Engineering	X		X	X	X	X
Volunteer Organizations		X	X	X	X	
Volunteer organizations include some private relief organizations such as the American Red Cross and the Salvation Army.						

Annex H - Law Enforcement

Purpose

This function provides procedures for preparedness, response, and recovery to provide a coordinated effort for the immediate protection of life and property.

The functional coordinator will provide directions to coordinate the actions of law enforcement through Unified Command (UC) under the Incident Command System (ICS). Responders will ensure the immediate safety of all citizens, maintain law and order, protect public and private property, and provide protection for essential industries, and supplies and facilities for any type of disaster.

Coordination

This function coordinates with the unified command as required by Incident Commander.

Supervision

Driven by disaster type; normally this function reports to Incident Commander but may become the Incident Commander depending on disaster type. All information and reports from this function are requested and given to the Incident Commander.

Primary Function:

Traffic Control, Crowd Control, Scene Security, and Evacuation

Secondary Function:

Search and Rescue and Morgue

Situation

- A. During an emergency and/or hazard, law enforcement agencies may need to expand their operations to provide increased protection. Within Ward County, law enforcement agencies such as Ward County Sheriff's Office, Minot Police Department, Highway Patrol, and all other city police departments are available upon utilization of Memorandums of Understanding (MOUs).
- B. The Ward County Sheriff's Office and Minot Police Department have a joint Special Weapons and Tactics (SWAT) team and Crisis Negotiations Team (CNT) to respond to any incidents within Ward County which may include high-risk operations that may involve confronting heavily armed criminals, forcible entry and hostage rescue, and performing high risk arrests.
- C. The Ward County Sheriff's Office and the Minot Police Department have a joint Bomb Squad with personnel which have acquired specialized training to respond to any incident to seek out and disable or render safe explosives and incendiary devices.
- D. The Ward County Sheriff's Office and the Minot Police Department have established a Crisis Negotiations Team (CNT) to handle negotiations with individuals who are barricaded or present a clear and immediate danger to themselves and others.
- E. The Ward County Sheriff's Office, Minot Police Department, and the Burlington and Berthold Police Departments utilize Police Service Dog (K-9) units as a resource to assist response to incidents involving crowd control and civil disobedience and to support search and rescue throughout Ward County.
- F. All Ward County law enforcement personnel go through extensive training prior to being released for duty.
- G. Law Enforcement is faced with hazards with limited equipment and personnel in rural areas of Ward County

- H. Law enforcement agencies will be called up for operations during times of an emergency and/or hazard occurs.
- I. During large-scale emergencies and major disasters, law enforcement agencies may be required to expand their operations and undertake certain tasks that are not performed on a day-to-day basis.
- J. Large-scale emergencies and acts of terrorism may adversely impact law enforcement personnel, equipment and facilities.

Assumptions

- A. Ward County law enforcement's primary duty is to protect the lives and property of all residents and visitors within Ward County.
- B. Available, off-duty law enforcement personnel can be mobilized in an hour to an hour and a half.
- C. Law Enforcement are prepared, staffed, and equipped to provide: traffic control when an emergency has disabled automated systems; scene security, established in the form of one or more perimeters around the location of an emergency and/or incident; general security, accomplished by various means of patrol, including air, vehicle and/or foot; and crowd control when situation has caused convergence of disorderly persons.
- D. When responding to any incident, all law enforcement personnel will follow their established Standard Operating Procedures.
- E. Ward County's law enforcement capabilities can be overpowered by any large-scale emergency and/or hazard and could require other counties and/or state assistance.

Lead Agency:

Ward County Sheriff's Office and Local Police Departments

Support Agencies:

State Highway Patrol, Minot Police Department, North Dakota Bureau of Criminal Investigation (ND BCI), Minot Police Department Special Weapons and Tactics team (SWAT), Minot Police Department Hostage Negotiation Team (HNT), Minot Police Department Bomb Squad, Minot Police Department K-9 unit , Ward County Sheriff's Office K-9 unit, Berthold Police Department K-9 unit, Burlington Police Department K-9 unit, Surrey Police Department, Burlington Police Department, Berthold Police Department, Kenmare Police Department and other volunteer agencies

Preparedness

- A. Identify critical infrastructure and essential facilities that need enhanced security during emergencies and/or disasters and is the lead agency on evacuation planning and procedures, working closely with other agencies to assure the timely initiation of an evacuation
- B. Assures Mutual-Aid Agreements exist to provide law enforcement activities for the incident at hand as well as continuity of service for the unaffected areas of the county and/or community
- C. Reviews operating guidelines and assures all vehicles and equipment are in a state of operational readiness
- D. Assured procedures for the apprehension, incarceration, and transportation of criminals are in place and operational
- E. Assure appropriate staff are trained in the primary and supportive roles to ensure effective and efficient operations during emergencies. In addition, other agencies will be provided training when supporting law enforcement operations to assure safety
- F. Assure the Special Weapons and Tactics (SWAT) team, Hostage Negotiations Team (HNT), and the Bomb Squad are trained and properly equipped to quickly and effectively respond to

neutralize any incident which may require their specialization and expertise throughout the county.

- G. Ward County Sheriff's Office, Minot Police Department, Burlington Police and Berthold Police Department Service Dog (K-9) units and their handlers train and certify to maintain a state of readiness when called upon to support functions to include search and rescue, and crowd control.
- H. Review policies for animal control.
- I. Coordinate activities with the emergency manager if necessary.
- J. Prepare for possible shortage of water, electricity, chemicals, and fuel.
- K. Complete daily assessments on special events, weather reports, road closures, fire danger, or other factors that may influence operations
- L. Coordinate communications requirements with Public Safety Answering Point (PSAP)
- M. Coordinate with the Emergency Manager, Red Cross, and Ward County Human Services to determine locations of special needs groups (handicapped, elderly, and transients) that may need special consideration.
- N. Coordinate security procedures with public health function in the event of a mass casualty incident
- O. Develop procedures to implement crowd and traffic control procedures to maintain perimeters and civil order throughout the county and/or community during emergencies
- P. Gather intelligence and share appropriate information to other emergency response agencies as necessary
- Q. Assure all personnel are adequately trained, competent, and able to utilize the Incident Command System

Response

- A. Isolate and secure the scene, establish control zones
- B. Establish on-site command post and communication
- C. Evaluate scene safety and security, as well as establish outer perimeters to protect the public and emergency response personnel as well as allow other emergency response agencies access to the scene, access to the affected property and access to fire hydrants. Perimeters shall also include ingress and egress routes for all emergency response equipment and vehicles as well as ingress and egress screening of vehicles and personnel
- D. Assist warning function(s)
- E. Activate Mutual Aid Agreements, as needed
- F. Activate and Deploy the Bomb Squad equipment and personnel to cordon off, search out and neutralize the threat of explosives, and other incendiary devices.
- G. Activate and Deploy the Special Weapons and Tactics (SWAT) team to establish a perimeter, to locate, isolate and neutralize the threat with the tactical application of force.
- H. Activate and Deploy the Hostage Negotiation Team (HNT) to respond to situations that require communication and negotiation to neutralize situations with individuals who are barricaded or present a clear and immediate danger to themselves and others.
- I. The Ward County Sheriff's Office, Minot Police Department, Burlington Police Department and Berthold Police Department Service Dog (K-9) units may be deployed to incidents that require response to perform crowd control, to neutralize incidents of civil disobedience and to participate in search and rescue efforts.
- J. Utilize self-protective measures (proper Personnel Protective Equipment (PPE) if available, minimize number of personnel exposed, time, distance & shielding)
- K. Initiate public safety measures (evacuation or shelter-in-place, if necessary)
- L. Coordinate with fire services if evacuation is required

- M. Assist in the coordination and security of evacuation points for special needs groups with special transportation requirements and, if needed, assist in transportation in large scale evacuation operations.
- N. Assign personnel to traffic control points in the event of an evacuation
- O. Assign security personnel to shelters, as needed
- P. Assist with perimeter control, scene safety and security, and isolation or restraint of patients
- Q. Provide security to affected areas, as needed
- R. Coordinate search and rescue support resources
- S. Coordinate traffic and crowd control areas
- T. Provide damage reports to EOC
- U. Advise on road closures and parking restrictions
- V. Maintain status or record of manpower, vehicles and equipment

Recovery

- A. In the event of an evacuation, establish traffic control for the return of population, resources, and assist with special needs groups, if required
- B. Return all equipment rented or borrowed by each respective law enforcement agency and replenish or replace inventories as necessary; maintenance and repairs to all law enforcement vehicles and equipment shall also be conducted.
- C. Participate in damage assessment
- D. Review and analyze law enforcement operations and update plan with any changes in procedures
- E. Complete administrative and fiscal reports, as required

Annex I: Public Health & Medical

Purpose

To provide public health, sanitation, medical, hospital services, counseling, and mental health services to disaster/emergency victims and personnel; to supplement and support disrupted or overburdened local medical personnel and facilities and relieve personal suffering and trauma.

Coordination This function coordinates with the unified command as required by Incident Commander.

Supervision Driven by disaster type; normally this function is reported to the Incident Commander but may become the Incident Commander depending on disaster type. All information and reports from this function are requested and given to the Incident Commander.

Primary Function

- A. Public Health and sanitation refer to the services, equipment and staffing needed to protect the health and general welfare of the public from communicable diseases; contamination and epidemics/pandemics; the development and monitoring of health information, inspection of food, water quality, and sanitation measures; immunizations; laboratory testing of water.
- B. Medical care refers to emergency, resident, and medical care, doctors, technicians, supplies, equipment, ambulance and emergency medical services, hospitals clinics and units, planning and operation of facilities and services.
- C. Crisis Counseling and Mental Health refer to the provision of professional personnel; services and facilities essential to relieve victim trauma and mental health problems caused or aggravated by a disaster or its aftermath.

Situation

- A. This plan serves the entire population of Ward County. EMS personnel, resources, and services will address everyone within the county, which includes senior citizens, people with disabilities, people with special medical and/or dietary needs, people with limited socio-economic resources, people who are non-English speaking, pregnant women, children, as well as infants.
- B. Local EMS, Local Healthcare, and the First District Health Unit have first-line responsibility for response to health-related emergencies.
- C. Local EMS, Local Healthcare, and First District Health Unit are responsible for dispense and/or vaccinating Ward County if needed.
- D. The First District Health Unit and/or Local Healthcare will provide general information to the public health officials about the health status of the population of Ward County (i.e. disease reporting, syndromes, surveillance, and specimen submission).
- E. A Joint Information Center (JIC) will be established to inform the public on any necessary and actionable information regarding public health or medical emergencies.
- F. Disasters and/or hazards that occur within Ward County can impact on the community's health, which in turn will require a response. Commonly affected services could include, but not limited: wastewater, solid waste, portable water, air quality, health supplies, and public health services.
- G. Secondary disasters and/or hazards could release chemical, biological, and/or radiological materials that could further impact Ward County and overpower personnel and resources.

Assumptions

- a) The First District Health Unit will notify North Dakota Department of Health of the situation and status of Ward County's need for assistance.
- b) Disaster and/or hazards could cause emergency services to be inoperable.

- c) Secondary disasters and/or hazards could occur that may cause health emergencies that may not have occurred in the initial disaster/hazard
- d) An increase in injury or disease could be caused when a disaster/hazard occurs that causes a disruption of sanitation services, loss of power, and mass of people arriving in shelters all at once.
- e) Due to the extreme damage and devastation the hospital may need to relocate some or all their facilities
- f) A disaster and/or hazard may exceed the personnel and resources within Ward County which would require state and possible federal emergency resources
- g) Requests for support will be coordinated through the Emergency Manager or designee

Lead Agencies:

Local Healthcare, First District Health Unit, North Central Health and Human Services, and EMS

Support Agencies:

Local Fire Department, City Public Information Officers, Ward County Superintendent of Schools, Local Chamber of Commerce, North Dakota Department of Health, and other Volunteer Organizations

Preparedness

- A. Develop plans, procedures, arrangements and agreements to identify, acquire, and mobilize public health and medical resources for emergencies and disasters.
- B. Develop and maintain information as well as a liaison with public health and medical resources within Ward County or the affected area that could aid in an emergency/disaster.

Response

- A. Activate and mobilize personnel, facility and material resources.
- B. Conducts needs assessment (health, hazard, and vulnerability) and identify needs and resources to assist/support disaster response efforts of area medical treatment facilities as well as other disaster response agencies.
- C. Survey the affected area to determine whether the disaster and/or hazard have created any public health problems or threats. The person in charge of the survey will direct the appropriate resources to the area to remove and solve problems and suppress any threats to health and sanitation.
- D. Assess the public health impact of utility damages and outages and recommend the allocation of generators, potable water, and other resources to areas that are in need.
- E. Compile lists of health, medical, and sanitation facilities that need priority utility restoration and forward that information to the appropriate utility providers.

Recovery

- A. Public Health, Medical services, as well as any other activities will continue as long as necessary after the conclusion of the emergency/disaster
- B. Gather information on the restoration of health, medical, and sanitation facilities and assets to acceptable levels
- C. Return any rented or borrowed equipment.
- D. Restock supplies are used to appropriate levels, repair and damaged equipment.
- E. As the situation downsizes, crews and equipment return to normal operations.
- F. Conduct debriefing to ascertain any areas of concern for staff welfare and any areas in need of improvement for future response.

Annex J: Public Works & Engineering

Purpose

This function provides procedures for preparedness, response, and recovery to provide a coordinated effort for maintenance, replacement, and/or repair of public works facilities and services during and after an emergency or disaster situation.

The basic operational concept is to provide uninterrupted critical services during all situations. Priority actions will be taken to restore critical utility services, provide for debris removal, coordinate movement of transportation networks, and protect and repair the infrastructure of the jurisdiction.

Coordination

This function coordinates with the unified command as required by Incident Commander.

Supervision

Driven by disaster type; normally this function reports to the Incident Commander but may become the Incident Commander depending on disaster type. All information and reports from this function are requested and given to the Incident Commander.

Primary Function:

Engineering Services, Utility Maintenance, Barricades and Sandbags, Clean-up/Debris Removal, and Temporary Solutions

Secondary Function:

Traffic Control and Evacuation

Situation

- A. Disaster and/or hazards cause damage to property such as homes, public and private buildings, and other facilities
- B. Damage properties may require reinforcement, demolition, and/or isolation to ensure public safety
- C. Public utilities may be inoperable
- D. Flood waters may threaten life and/or property
- E. Resource equipment may be damaged or inaccessible
- F. Emergency responders may need to obtain resources from other counties that have a Mutual Aid Agreement (MAA) and/or the state

Assumptions

- A. Emergency responders will prioritize their missions to lifesaving and/or human health issues
- B. Damage assessment must be done to prioritize work assignments
- C. Removal of debris and demolition will be in accordance with debris removal plan and regulations of the Environment Protection Agency (EPA)

Lead Agency:

Public Works Department/Engineering

Support Agencies:

Local Fire Department, Certified Teams, Local Police Department, First District Health Unit and other Volunteer Organizations

Preparedness

- A. Develop and maintain individual departmental emergency plans and procedures
- B. Develop and maintain the inventory of individual departmental resources and assist in identifying and obtaining the appropriate construction equipment to support response and recovery within jurisdiction
- C. During increased periods of readiness or warning periods, alert all operational departments and put personnel on standby status
- D. Advise resource members anticipated needs and support required
- E. Determine availability of quantity and procedures to obtain sandbags in coordination with emergency manager
- F. Pre-select sites for acquisition of material for emergency stream bank and/or dike repair
- G. Pre-select dump sites for debris and other materials for disposal
- H. Review requirements for location of traffic control devices and ascertain if sufficient devices are available
- I. Determine status of public utilities
- J. Developing limited use policies for submission to local officials in the event needs exceed utilities capabilities
- K. Establish liaison with local private utilities
- L. Review emergency power generating capability fixed and mobile
- M. Participate in public information dissemination and interagency coordination activities
- N. Provide maps and maintenance documents for disaster services
- O. Ensure egress routes are maintained in optimum condition
- P. Assist in development of general resolution to permit access for emergency stream bank and/or dike repair
- Q. Interpret flood forecasting with county, city, and state agencies

Response

- A. Evaluate the status of essential public works facilities, coordinate emergency repair, and construction of public works facilities
- B. Coordinate private construction resources to respond to the emergency and/or disaster
- C. Coordinate with law enforcement to assist in site security and redirecting traffic flow. Provide barricades and signs for road closures, as well as boundary identification and re-program traffic lights, if needed
- D. Support health functions to decontaminate areas exposed to hazardous materials spill and/or release
- E. Assist with issues related to public water and sewer systems
- F. Assist resource members in providing emergency power to critical facilities and locations (public and private)
- G. Recommend establishment of reduced service areas, if necessary
- H. Assist in development of general resolution to permit access for emergency stream bank and/or dike repair
- I. Monitor utility use and access capabilities
- J. Clear emergency routes and arterial streets to facilitate movement of emergency equipment
- K. Initiate temporary emergency road repairs, as needed
- L. Establish detour routes
- M. Close off storm sewers, as needed
- N. Ensure all streets, highways, and roads are open to traffic
- O. Notify law enforcement of location(s) of vehicles being towed
- P. Provide vehicles and personnel for transport (food, medical supplies, and victim transfer)

- Q. Provide engineering expertise to inspect public structures, road, bridges, buildings, and infrastructure
- R. Prioritize and coordinate the use of generators, fuel supplies, and emergency lighting
- S. Determine where debris should go then determine a permanent location for debris. If necessary, coordinate security of debris sites with law enforcement
- T. Provide advice and guidance on monitoring of public and private water sources, sewage disposal systems, and issuance of appropriate public health warnings, if necessary
- U. Work with waste haulers and public health to arrange for special pickup and disposal of waste items to minimize prolonged exposure of potential health and safety hazards
- V. Prioritize and coordinate enforcement of nuisance abatement ordinances to keep debris from becoming a health hazard

Recovery

- A. Install or restore service(s) according to priority
- B. Complete debris clearance activity
- C. Restore all streets, roads, and highways to normal conditions
- D. Recover traffic control devices
- E. Replace damaged or destroyed utility service equipment
- F. Assist in compiling final damage assessment reports (department costs incurred)
- G. Return borrowed or requisitioned equipment and material
- H. Make repairs to street or road structures
- I. Complete restoration of normal services
- J. Conduct safety inspection prior to restoration of private dwelling service

Damage Assessment for Functional Area

Purpose

This function describes the uniform damage assessment process to document damage from incidents or disasters within Ward County. An extensive damage assessment is necessary to support requests for future planning, response, and recovery programs offered at the state and federal levels. An accurate damage assessment will also support post disaster mitigation efforts that could result in building codes and land-use regulation, which, in turn, could reduce structural damage from future events.

Primary Function

The functional coordinator will act as a central contact for gathering necessary information as to severity, magnitude, and overall impact of an emergency and/or disaster situation. The coordinator will submit completed applicable damage assessment forms (ND Disaster Procedures Handbook) and photos and maps of damaged areas to the North Dakota Department of Emergency Services (NDDES) when damages first occur and when local government requests outside assistance.

Situation

- A. Disaster and/or hazards cause damage to property such as homes, public and private buildings, and other facilities
- B. Damage properties may require reinforcement, demolition, and/or isolation to ensure public safety
- C. Public utilities may be inoperable
- D. Resource equipment may be damaged or inaccessible
- E. Emergency responders may need to obtain resources from other counties that have a Mutual Aid Agreement (MAA) and/or the state

Assumptions

- A. Emergency responders will prioritize their missions to lifesaving and/or human health issues
- B. Damage assessment must be done to prioritize work assignments
- C. Removal of debris and demolition will be in accordance with debris removal plan and regulations of the Environment Protection Agency (EPA)

Lead Agency: Public Works Department/Engineering

Support Agencies:

Local Fire Department, Certified Teams, Police Department, First District Health Unit, Park District, and other Volunteer Organizations

Preparedness

- A. Attend training in the damage assessment process and procedures
- B. Establish and train damage assessment teams
- C. Purchase supplies/equipment for damage assessment teams
- D. Establish tracking system for use during all phases of damage assessment
- E. Maintain current maps of the county/city
- F. Distribute to city and county offices North Dakota Disaster Procedures Handbook
- G. Maintain supply of forms needed for each phase of damage assessment

Response

- A. Notify damage assessment teams and other agencies with damage assessment responsibilities
- B. Assign EOC damage assessment staff
- C. Define perimeter of disaster area

- D. Brief local emergency services of initial damage assessment procedure and requirements
- E. Ascertain safety of affected areas prior to allowing field teams in for damage assessment
- F. Coordinate and compile damage reports from damage assessment teams (private, public and agricultural) and advise coordination and control group
- G. Contact county/city offices to notify them of the need and deadline for providing records of emergency work expenses

Recovery

- A. Complete the preliminary damage assessment within the timeline set forth by the Incident Commander for the onset of the incident and submit to EOC
- B. Compile priority list for emergency repairs and submit to EOC
- C. Identify areas needing debris removal
- D. Identify areas with damaged transportation routes and coordinate with law enforcement to determine alternate routes
- E. Identify areas needing restoration of utilities and coordinate with utility service to restore services
- F. Submit final damage assessment summary within the timeline set forth by the Incident Commander for the onset of the incident to emergency manager to give to NDDES
- G. Provide assessment information on damage to public parks and trees in conjunction with the Park District.
- H. Coordinate support for state and federal public damage inspection teams
- I. Assist in preparation of requests for state and federal assistance

Annex K: Urban Search & Rescue

Purpose

This function provides support in all activities associated with Search and Rescue (SAR) operations in buildings. Under this function SAR can include identification, mobilization, and coordination of all the counties and private industry and resources for the following activities:

- A. **Search** – All actions directed toward locating individuals who are missing or are reported missing, in threat of danger, or possible in threat of danger of life and/or limb in a structure.
- B. **Rescue** – All actions directed toward the deployment of organized and trained personnel to free person or persons trapped in damaged buildings, shelters, vehicles, enclosures, or from remote contaminated areas. Trained personnel will also oversee providing first aid and/or treatment.

Coordination

This function coordinates with the unified command as required by Incident Commander.

Supervision

Driven by disaster type this function is headed by the fire department. Support agencies can include local law enforcement, county engineers, county emergency management, local police, and/or county sheriff department who reports to the Incident Commander but may become the Incident Commander depending on disaster type. All information and reports from this function are requested and given to the Incident Commander.

Primary Function: Search and Rescue

Secondary Functions: Decontamination/First aid and medical treatment

Situation

- A. Buildings, homes, and other facilities are subjected to structural damage from disasters and/or hazards that could become severe which could, in turn, threaten and/or injure people who reside or are within the building.
- B. Depending on the location there could be several people who need to be rescued if the building or facility collapses.
- C. Some victims may or may not be injured
- D. Due to the severity secondary hazards could arise that may compromise the victims as well as the rescue personnel
- E. Weather conditions such as high winds, cold temperatures, and rain could pose additional hazards to the victims and the rescue personnel
- F. If a disaster and/or hazard is large-scale, search and rescue personnel, equipment, facilities, and communications may be affected
- G. Rescue personnel may have communication difficulties with victims such as people who are deaf or hard of hearing, people with cognitive or developmental disabilities, people with mental illness, as well as those with limited English proficiency.
- H. During the winter months rescue personnel may have operations that include freezing water and ice rescues

Assumptions

- A. Trained search and rescue personnel will conduct operations, stabilize weakened structures, release trapped victims, and locate the missing and/or dead
- B. Disasters may be restricted because of the damaged infrastructure

- C. If local resources are insufficient, Ward County will pursue Mutual Aid Agreements, however, if additional support is still needed a request to the State for additional resources will be made by the Emergency Manager or his/her designee
- D. Search and Rescue could include ground, air, and/or water
- E. During a disaster and/or hazard Ward County's resources may be damaged and/or depleted
- F. Different public and/or private agencies (i.e. health care personnel, transportation, housing, etc.) will aid the community if it is needed

Lead Agency: Local Fire Department and/or Local Law Enforcement

Support Agencies: EMS, First District Health Unit, Emergency Management, Minot Central Dispatch, Ward County Human Services, Regional Technical Rescue team and other Voluntary Agencies

Preparedness:

- A. Develop, revise, and update plans on a regular basis
- B. Train personnel on a regular basis in rescue skills and procedures
- C. Equipment is tested and maintained on a regular basis
- D. Equipment is repaired by qualified and capable personnel or the manufacturer to ensure that the repairs are accurate.

Response:

- A. Initiation of SAR missions as necessary for both general and focused areas
- B. Initial rapid decontamination
- C. Acquire proper resources to sustain the mission(s) and to meet the needs of the responders (i.e., bulldozers, back hoes, dump trucks, as well as air and/or water assets if needed)
- D. Provide site security access restrictions to area(s) needed
- E. Provide traffic control
- F. Establish EOC if needed
- G. Establish proper communications between different organizations and/or agencies if needed
- H. Evacuation and relocation if needed
- I. Assign a PIO to the media if needed
- J. Administer first aid and medical treatment if needed

Recovery:

- A. Begin the return to normalcy when the mission is complete
- B. Replace inventory
- C. Return to regular day-to-day duties

Annex L: Rural Search & Rescue

Purpose

This function provides support in all activities associated with Search and Rescue (SAR) land operations in all the townships and/or areas located within Ward County. Under this function SAR can include identification, mobilization, and coordination of all the counties and private industry and resources for the following activities:

- **Search** – All actions directed toward locating individuals who are missing or are reported missing, in threat of danger, or possible in threat of danger of life and/or limb.
- **Rescue** – All actions directed toward the deployment of organized and trained personnel to locate the person or persons from remote areas. Trained personnel will also oversee providing first aid and/or treatment.

Coordination

This function coordinates with the unified command as required by Incident Commander.

Primary Function: Search and rescue

Secondary Functions: First aid and medical treatment

Situation

- A. Some victims may or may not be injured
- B. Due to the severity secondary hazards could arise that may compromise the victims as well as the rescue personnel
- C. Weather conditions such as high winds, cold temperatures, and rain could pose additional hazards to the victims and the rescue personnel
- D. If a disaster and/or hazard is large-scale, search and rescue personnel, equipment, facilities, and communications may be affected
- E. Rescue personnel may have communication difficulties with victims such as people who are deaf or hard of hearing, people with cognitive or developmental disabilities, people with mental illness, as well as those with limited English proficiency.

Assumptions:

- A. If local resources are insufficient, Ward County will pursue Mutual Aid Agreements, however, if additional support is still needed a request to the State for additional resources will be made by the Emergency Manager or his/her designee
- B. Search and Rescue could include ground, air, and/or water
- C. During a disaster and/or hazard Ward County's resources may be damaged and/or depleted. Different public and/or private agencies (i.e. health care personnel, transportation, housing, etc.) will aid the community if it is needed

Lead Agency: Local Law Enforcement and/or Local Fire Departments

Support Agencies: Certified Teams, EMS, First District Health Unit, Emergency Management, Minot Central Dispatch, Regional Technical Rescue Team, Ward County Human Services, and other Voluntary Agencies

Preparedness

- A. Develop, revise, and update plans on a regular basis
- B. Train personnel on a regular basis in rescue skills and procedures

- C. Equipment is tested and maintained on a regular basis
- D. Equipment is repaired by qualified and capable personnel or the manufacturer to ensure that the repairs are accurate.

Response

- A. Initiation of SAR missions as necessary for both general and focused areas
- B. Acquire proper resources to sustain the mission(s) and to meet the needs of the responders (i.e., bulldozers, back hoes, dump trucks, as well as air and/or water assets if needed)
- C. Provide site security access restrictions to area(s) needed
- D. Provide traffic control
- E. Establish EOC if needed
- F. Establish proper communications between different organizations and/or agencies if needed
- G. Evacuation and relocation if needed
- H. Assign a PIO for the media if needed
- I. Administer first aid and medical treatment if needed

Recovery

- A. Begin the return to normalcy when the mission is complete
- B. Replace inventory
- C. Return to regular day-to-day duties

Agencies that assist with Search and Rescue operations	SAR – Land	SAR – Air	SAR – Water	Identification/ Investigation	Transportation – Air	Transportation - Land
Fire Department	X					X
Police Department	X	X		X	X	X
Sheriff's Department	X	X		X	X	X
Public Works/Engineering	X	X	X		X	X
Volunteer Organizations	X	X	X		X	X
Volunteer organizations include some private relief organizations such as the American Red Cross and the Salvation Army.						

Annex M: Transportation

Purpose

The transportation annex is to provide transportation means for people of Ward County out of the affected or could become affected area(s) from a disaster and/or hazard. It is also to provide a means to restore and maintain land, water, and air transportation routes during an emergency and/or disaster.

Coordination

This function coordinates with the unified command as required by Incident Commander.

Supervision

Driven by disaster type; normally this function reports to the Incident Commander but may become the Incident Commander depending on disaster type. All information and reports from this function are requested and given to the Incident Commander.

Primary Function:

Evacuation, search and rescue, engineering services, traffic control, barricades, debris removal, and temporary solutions

Secondary Function: Engineering services, sheltering, and clean-up

Situation

- A. Disasters and/or hazards that affect Ward County can damage transportation infrastructure and can cause emergency personnel to respond to the incident by delaying resources needed
- B. Disaster and/or hazards will reduce the availability of resources from public and/or private agencies that will require the transportation of personnel and resources to the affected area
- C. Evacuations that occur due to disasters/hazards will be conducted by emergency responders; however, if all local emergency responders are exhausted the state may assist with evacuation if requested by the Ward County Emergency Manager

Assumptions

- A. Disaster and/or hazard responses addressing transportation can be difficult to coordinate immediately following the incident due to blocked roadways from fallen debris and/or damage
- B. Repairs to roadways will be prioritized based upon benefit to victims and the disaster's effect on the community
- C. The requirement for transportation capacity immediately following and during the emergency and/or disaster may exceed the local responders and resources. The Emergency Manager will have to request the state for personnel as well as resources through NDDES

Lead Agency:

Ward County Highway Department, Public Works Department, and Townships

Support Agencies:

Police Department, Highway Patrol, Sheriff's Department, Local Fire Department, Certified Teams, Ambulance, Public Works Department, Non-Governmental Organizations, Private Organizations and other Volunteer Agencies

Preparedness

- A. Develop plans and procedures to mobilize transportation for evacuation

- B. Coordinate with different public and private organizations that have resources that could assist in evacuation
- C. Obtain a contact list of all public and private organizations that have resources that could assist in evacuation
- D. Obtain maps of the county to reference all possible routes for evacuation
- E. Train emergency responders on a regular basis
- F. Service possible evacuation transportation vehicles on a regular basis to ensure all resources are ready if needed

Response

- A. Set up communications between emergency responders
- B. Alert the public
- C. Evacuation
- D. Repair and remove debris transportation route
- E. Assess the damage transportation infrastructure
- F. Haul debris and other materials to designated dump site
- G. Repair roads and highways if needed
- H. Repair culverts and bridges if needed
- I. Acquiring resources from private and/or public organizations
- J. Coordinate with air and railroad if needed
- K. Provide reports to the EOC on a regular basis
- L. Hold and protect mail for the evacuated area

Recover

- A. Return all resources to the corrective places
- B. Service and repair all vehicles and other equipment used during emergencies and disasters
- C. All emergency responders return to their normal day-to-day duties

Types of Transpiration

Agencies that assist with transportation operations	Air	Land	Operators	Traffic Control & Routing	Mobile Communications	Fuel Supply
Police Department	X	X		X	X	
Fire Department	X	X	X		X	
Sheriff's Department	X	X		X	X	
First District Health/Trinity Health		X				
Public Works/Engineering	X	X				X
Superintendent of Schools		X				
Department of Aging	X					
Volunteer Organizations	X	X	X			

Annex N: Ward County Schools

Purpose

To identify how Ward County Schools may support community-wide emergency/disaster response and recovery efforts. For a list of all Ward County Schools and contact information please see the Emergency Operations Plan Resource Manual and Contact Directory.

Primary Function

For incidents that impact the schools directly, the primary responsibility is to oversee the health and safety of the students, school staff, and faculty; and to coordinate with emergency response personnel. If necessary, the Ward County Superintendent of Schools or the City of Minot Superintendent will be asked to report to the EOC.

Support Function

Ward County Schools will provide support to the community in the event of an emergency/disaster by providing resource support if possible. Resource support may include facilities, equipment, and/or personnel. Ward County Schools will provide a liaison to the community and coordinate with the EOC. The liaison will report to the EOC if requested and if possible.

Preparedness

- A. Develop, test, and update school emergency response plans and procedures
- B. Ensure parents are aware of the emergency response procedures and are aware of the general expectations for students and parents during emergency situations to ensure student safety

Response and Recovery – Primary Function

- A. The primary response and recovery functions are outlined in the school emergency response plans and procedures

Response and Recovery – Support Function

- A. Ward County Schools will provide a Liaison to coordinate with the Ward County EOC and will report to the EOC if requested if possible.

Provide Resource Support

- A. Provide buses for evacuation or “on-scene sheltering”
- B. Determine students, staff and faculty availability for volunteer and/or paid services to support the personnel needs of the community during disaster response and recovery efforts, if requested by Ward County EOC personnel
- C. Make school facilities and equipment available to the County/City and/or American Red Cross for alternate uses, when possible. Potential alternate uses include:
 - 1. Temporary sheltering to provide for basic human needs
 - 2. Use of kitchen, showers, and bathrooms
 - 3. Use of equipment
 - 4. Use as staging areas for equipment, supplies, personnel, and donations
 - 5. First aid treatment center following large-scale incident

Disaster “assistance centers” locations to provide recovery assistance and information to those impacted

Annex O: Distribution Points

Purpose

To identify facilities and areas that, upon activation by the incident commander, may be utilized to distribute certain resources to civilians in large quantities during a wide-spread and time-intensive event. It is at these points that food and other resources may be handed out in a structured and safe manner. The facilities have been identified based on their capability to facilitate certain goals such as having a kitchen which can aid in preparing food for citizens.

Coordination

This function is coordinated through unified command as required by Incident Commander.

Supervision

Function supervision is mainly driven by disaster type. All information and reports from this function are requested and given to the Incident Commander.

Preparedness

- A. Develop and update plans and procedures for activation of distribution points and establish such agreements as to utilize these facilities in a time of need.
- B. Ensure agencies involved with distribution are aware of the expectations and procedure in activation and utilization of distribution points.

Response

- A. The primary function of distribution points during the response phase of an emergency/disaster is to distribute food or such materials as designated by the incident commander. They may be kept open to distribute resources until the incident commander designates such a time as they should no longer be required.
- B. A designee may be assigned to represent and oversee large distribution operations from the EOC.
- C. Distribution points should be kept separate from sheltering locations if possible due to a large convergence of people.

Recovery

- A. Distribution points may continue to be open through the recovery phase to meet the needs of the affected populations, but it is advised that distribution operations make an effort to not inhibit the regular function of the listed facilities that may be utilized.

Annex P: Pet Sheltering & Rescue

Purpose

This function provides public law, and procedures for preparedness, response (evacuation, transportation, and shelter), and recovery to establish for pet sheltering and rescue. Should Souris Valley Animal Shelter's (SVAS) and Turtle Mountain Animal Rescue's (TMAR) facilities be overwhelmed and/or over capacity due to an emergency and/or disaster alternative measures will be planned and implemented.

This function has the responsibility (Public Law 109-308 (109th Congress) – October 6, 2006) to address the needs of individuals with household pets (cats, dogs, ferrets, mice/rats, guinea pigs, chinchillas, turtles, various types of birds) and service animals such as dogs following a major disaster or emergency. Ward County, along with the SVAS/TMAR all have financial and medical restraints, to establish, set up, maintain, and manage a large animal sheltering operation or a large animal rescue operation that will require utilization from other outside agencies to ensure the safety of the animals, shelter staff, and bio security is conducted before the return of animals to their owners avoid the spread of any diseases.

Coordination

This function coordinates with the Emergency Operation Center (EOC) as required by Incident Commander.

Supervision:

Driven by the disaster type; normally this function reports to the EOC Manager. All information and reports from this function are requested and given to the EOC manager to report to the Incident Commander.

Primary Function

To provide animal shelter, animal transportation, and animal rescue during an emergency and/or disaster if.

Situation

- A. Disasters and/or hazards affect the ability for people to take their pets or bring them to the human shelter. Federal law requires that we provide pet sheltering for emergencies and disasters.
- B. Ward County does not have any departments that can provide pet sheltering or rescue, nor do they have the required expertise to operate either.
- C. SVAS/TMAR will take the lead as shelter operators/managers; however, they do not have enough staff to provide long-term sheltering and may need to call upon one of their partners to assist.
- D. Ward County and Roosevelt Park Zoo co-own an animal response trailer. The trailer can be used for many different tasks and is also available regionally if needed.

Assumptions

- A. If an emergency and/or disaster does occur, we have identified three possible locations for establishing a shelter that includes: SVAS/TMAR, North Dakota State Fair, and North Dakota State University Extension Center.
- B. The EOC will assist with requests for equipment, supplies, and support personnel.
- C. The animal shelter may require it to be open for weeks up to months depending on the type of emergency or disaster.
- D. Ward County and SVAS/TMAR do not have funds set aside for pet sheltering and will require assistance from the Ward County Emergency Fund if required to set up a shelter.

Lead Agencies: SVAS/TMAR

Supporting Agencies: Ward County Emergency Management, Roosevelt Park Zoo, Minot Animal Control, Veterinarians, North Dakota Board of Animal Health, Local Law Enforcement, NDSU Extension Center and Volunteer Organizations.

Preparedness

- A. Ward County and Roosevelt Park Zoo have obtained an animal response trailer that can assist in rescue or pet sheltering if needed. It is located at Roosevelt Park Zoo.
- B. Roosevelt Park Zoo and SVAS/TMAR have supplies and personnel to start a shelter if needed, but not for a long duration.
- C. SVAS/TMAR have contacts with ASPCA, Best Friends Animal Society, and Humane Society of the United States if we need to bring in outside organization(s) to assist us if needed.
- D. Ward County has roughly 50 dog kennels at the County North Building if needed.

Response

- A. Activation would come from SVAS/TMAR for a hoarding call, if a human shelter and/or evacuation would be required by the incident/unified command.
- B. Depending on the magnitude sheltering would begin at SVAS/TMAR office, and if needed we would move it to one of the other locations based off of availability.
- C. Bio-Security measures should be taken into consideration of all animals to limit zoonotic disease transmission risks with recommended quarantine protocols such as foot baths, Tyvek suits and/or gloves, etc.
- D. Request Assistance from County Emergency Management for Support if needed
- E. Alert all support agencies to assist in shelter set up/operations and/or rescue.
- F. Contact contracted members, if possible, activation if needed.
- G. Provide media information as to which type of animals is acceptable to come into the shelter, what items owners need to bring with them if they are leaving their pet, and location of where to bring them.
- H. Provide transportation if needed for rescue and/or evacuation of pets with the animal response trailer.

Recovery

- A. Maintain communications with Emergency Management and EOC for duration of shelter operations
- B. Conduct bio security to clean up shelter location, animal response trailer, and kennels for next incident
- C. Place any abandoned animals within SVAS/TMAR or outside shelters that can assist.

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Agencies that assist with pet sheltering efforts before, during and after a disaster/hazard occurs.	Activation	Set Up	Animal Response Trailer	Notification	Shelter Staffing
Souris Valley Animal Shelter/Turtle Mountain Animal Rescue	X	X	X		X
Emergency Manager	X	X	X		
Roosevelt Park Zoo		X	X		X
Law Enforcement/Animal Control	X		X		
Veterinarians		X			X
Media				X	
Volunteer Organizations		X		X	X
Volunteer organizations include some private relief organizations such the American Red Cross and the Salvation Army.		X		X	X

Emergency Support Annexs (ESAs)

ESA 1: American Red Cross

Purpose

The American Red Cross prevents and alleviates human suffering in the face of emergencies by mobilizing the power of volunteers and the generosity of donors.

Primary Function

American Red Cross Disaster Cycle Services supports local Emergency Management Agencies by providing disaster preparedness, response, and recovery services.

Preparedness

American Red Cross disaster preparedness activities include:

- A. Recruit, train, and equip a volunteer workforce
- B. Work with government and partner agencies to identify community hazards, resources, and needs
- C. Work with government and partner agencies to develop and exercise appropriate disaster response plans
- D. Provide relevant preparedness education and services to the community

Response

American Red Cross disaster response activities include:

- A. Establishing communications with appropriate state, local volunteer, and private organizations
- B. Assess the disaster situation, determine the adequacy of mass care response activities, and forecast mass care response needs
- C. Provide technical assistance to the state agencies responsible for mass care resources
- D. Validate requests from the affected jurisdiction for mass care resources
- E. Coordinate the resources necessary to support mass care services with appropriate state agencies
- F. Coordinate with federal, state, local, and tribal organizations for the transition from response to recovery operations
- G. If appropriate, facilitate reunification of people affected by disaster using American Red Cross Safe and Well

Recovery

American Red Cross disaster recovery activities include:

- A. Coordinate transition to recovery phase with government and partner agencies
- B. Assist in convening and coordinating local recovery committee
- C. Provide individual casework services as appropriate

ESA 2: Salvation Army Northern Division

Purpose

Salvation Army Northern Division disaster relief operations focus on meeting the public's immediate and prolonged disaster-caused emergency needs without discrimination. When a disaster's impact affects a community, the Salvation Army facilitates aid to supplement shelter needs and provide food, clothing and essential services to address basic human needs. The Salvation Army operations center around six main services: basic needs, counseling, disaster relief, housing, rehabilitation, and youth services. These operations seek to restore the quality of life to those residents in crisis affected by disaster.

The Salvation Army also supports the provision of food for emergency workers, handling, sorting, and distributing donations by members of the community and abroad, and by helping those disaster-affected residents to access other available resources.

Primary Function

The Salvation Army Northern Division provides emergency services to evacuees, disaster victims, and emergency workers involved in or threatened by a disaster. To facilitate their mission in the county of Ward, the Salvation Army has a worship and service facility at 315 Western Ave. and a thrift store at 1933 South Broadway in Minot. These centers provide food for the hungry, shelter for the homeless, counseling for the emotionally lost and other services.

Preparedness

The Salvation Army Northern Division prepares for disaster response by providing up-to-date training required for all staff and volunteers year-round. The Salvation Army also coordinates and collaborates with other disaster relief organizations to maximize the effectiveness and efficiency of relief services. They also work closely with the Department of Homeland Security, local emergency management, and the Federal Emergency Management Agency, as well as being a member of the Souris River Basin chapter of the Volunteer Organizations Active in Disasters. The Salvation Army follows nationally established disaster response policies and procedures such as:

- A. Identify facilities suitable for:
 - 1. Service Delivery Sites
 - 2. Volunteer Management
 - 3. Staging areas to serve as collection or dissemination points (e.g. special populations requiring transportation assistance)
- B. Recruit and train personnel to effectively manage the Salvation Army response to assist citizens affected by disaster
- C. Develop and implement agreements, such as Memorandums of Understanding (MOUs), with local businesses, service organizations, and response agencies to supply goods and services required for Salvation Army response during disasters
- D. Identify special planning considerations for special needs populations
- E. Prepare a registration and contact plan for citizens to enlist in Salvation Army services when available

Response

The Salvation Army Northern Division can be accessed by calling The Salvation Army Minot Worship and Service Center, the local emergency manager, E911, the local EOC if activated, or law enforcement. A staff member is on duty during normal working hours and can respond within minutes to a disaster/emergency. The local "on-call" staff can also respond to a disaster/emergency within minutes after contact from the answering service.

- A. Provide emergency assistance to victims and/or first responders. This may include:
 - 1. Fixed or mobile feeding stations
 - 2. Clothing
 - 3. Cleaning supplies
 - 4. Comfort kits, first aid, or supplementary medical care
 - 5. Disaster health services
 - 6. Establish and operate a Family Assistance Center (FAC) coordinate with Emergency Management
 - 7. Disaster Mental Health (MDH) services
- B. As soon as families can resume living as families rather than in shelters, they may receive additional assistance, which may include:
 - 1. Rent, bedding/linens, health needs, and minor repairs
 - 2. Additional recovery assistance may be provided via referrals with partner agencies for emotional or financial support
 - 3. All partner agencies aid via MOUs with the Salvation Army Northern Division.
- C. Other response activities include:
 - A. Liaison with government agencies and other organizations providing human services
 - B. Coordinate with emergency management office(s) and EOC(s) if activated. Provide a Salvation Army representative to the EOC, if activated
 - C. Maintain logs to support documentation, expenditures, situation status, resource allocations, and reports of Salvation Army response
 - D. Conduct periodic briefings for the personnel and participate in EOC briefings as required or requested
 - E. Inform field units of all locations of shelters, other pertinent facilities, and provide updates to relief personnel as they come on duty
 - F. Keep log of activities and update incoming shifts
 - G. Coordinate with members of the clergy for emergency sheltering and counseling

Recovery

- A. Provide temporary housing for people in shelters
- B. May provide services and support to the operations and personnel at designated locations.
- C. Provide mental health support and counseling to those affected by a disaster.

ESA 3: City of Minot Public Transportation

Purpose

The City of Minot provides transportation support during emergencies and disasters in all activities associated with public transportation and evacuations. In this way, City of Minot Transit can aid the ability to move a large amount of people in a short amount of time in the event of an incident anywhere within Ward County. Its transportation abilities also cover those with special needs and its regular transportation routes run throughout the greater Minot area.

Coordination

City of Minot Transit coordinates with the unified command as required by Incident Commander.

Primary Function: Mass transportation and evacuation

Preparedness

The City of Minot Public Transportation prepares for disaster response by providing required training for all personnel. The City of Minot Transit also coordinates and collaborates with other organizations to maximize the effectiveness and efficiency of evacuation and relocation operations. They also work closely with local emergency management and other public safety officials in disaster planning. The City of Minot Public Transportation follows nationally established transportation standards, policies, and procedures of:

- A. Train personnel to compliance with transportation regulations and standards.
- B. Equipment is tested and maintained on a regular basis
- C. Equipment is repaired by qualified and capable personnel or the manufacturer to ensure that the repairs are accurate.
- D. A City of Minot Public Transportation representative is active in the Local Emergency Preparedness Committee (LEPC) and is included in the level 2 Emergency Operation Center activation procedures.
- E. City of Minot Transit personnel are equipped to perform mass evacuation and transportation in a time of emergency or disaster.

Response

The City of Minot Transit transportation services can be requested by the incident commander. Additional staff can be recalled if operations are necessary.

- A. Mass evacuation and transportation operations throughout the area within Ward County.
- B. Provide a representative for the Emergency Operation Center (EOC), if needed.
- C. Establish proper communications between different organizations and/or agencies if needed

In response, City of Minot Transit can participate and aid in the following areas:

- A. Ground evacuations to safe, designated locations of citizens only. Only 1 carryon bag will be permitted for emergency purposes
- B. The City of Minot Transit has a compliment of 12 buses. 11 of those buses can transport disabled persons as noted in the Americans with Disabilities Act (ADA). These 11 buses have capacities of 28-33 each which allows the transport of about 300 evacuees. The additional 1 non-ADA compliant bus can accommodate 44 evacuees.
- C. Per request for additional resources from the Incident Commander, additional trained staff may be called in to operate buses. City of Minot Transit may also provide a dispatcher to the EOC.

Recovery: In short-term recovery, Minot City Transit can aid in returning evacuees to points of origin.

ESA 4: *Souris Valley Amateur Radio Club*

Purpose

The Souris Valley Amateur Radio Club (SVARC) is a public service provided by a reserve (volunteer) communications group within that function within times of extraordinary need. During periods of activation, certified unpaid personnel are called upon to perform many tasks to augment communications for the entities within Ward County. The exact nature of every activation will be different.

Coordination: The SVARC coordinates with the unified command as required by Incident Commander.

Primary Function

The SVARC operations involve emergency message handling on Amateur Radio Service frequencies. These operations involve transmitting messages between critical locations such as hospitals, emergency services, emergency shelters, and the emergency operation center. These communications are handled in any mode available, with 2 meters FM being the most prevalent.

Secondary Functions

SVARC provides a pool of emergency communications personnel that can be called upon in time of need.

Preparedness

SVARC prepares for disaster response by providing required training for all voluntary personnel. They also work closely with the North Dakota Department of Emergency Services and Ward County Emergency Management to prepare for operations during a disaster. SVARC follows nationally established disaster response policies and procedures.

- A. SVARC is comprised of experts who utilize these radios regularly. Operators are required to pass the Federal Communications Commission's (FCC) exam to acquire an Amateur Radio License.
- B. Equipment is tested and maintained on a regular basis and is owned individually by the radio operators.
- C. Equipment is repaired by qualified and capable personnel or the manufacturer to ensure that the repairs are accurate, and radio equipment is functionally ready for use.
- D. Trained personnel will conduct communication drills in keeping with the FCC's requirements to test capabilities and prepare for future events.

Response

The SVARC can be called up at the request of the incident commander, the local emergency manager, the local EOC if activated, or law enforcement. The local "on-call" staff is ready to respond to a disaster/emergency within a half-hour to an hour after being notified.

- A. SVARC can respond with a mobile radio facility, a radio tower, antennae, and numerous radios.
- B. Radio transmissions can be made locally, nationwide, or worldwide.
- C. If phone services are rendered unusable, communication via radio is ideal and can be implemented from any location to allow communication between critical facilities or areas.
- D. SVARC is more a reactive than proactive organization as it can adapt to be implemented in any situation. As a reactive organization, most of the activities occur at the time they are requested.

Recovery

As phone lines, cell phone towers, and other means of communication come back online, SVARC may scale back its operations.

ESA 5: North Dakota Wing Civil Air Patrol

Purpose

Civil Air Patrol (CAP) provides aerial and ground support for search and rescue and disaster relief scenarios. Civil Air Patrol aircraft support a versatile mission set, including but not limited to aerial photography, disaster mapping, and visual/electronic search capabilities. In this way, Civil Air Patrol can greatly enhance situational awareness for incident commanders, rapidly determining location, scope, and severity of events.

Coordination

Civil Air Patrol coordinates with the unified command as required by the Incident Commander.

Primary Function: Search and Rescue

Secondary Functions: Aerial and Ground-based Photography, Visual and Electronic-aided Search and Rescue, Disaster Mapping, Thermal Imaging, Contingency Radio Operations, Supply Distribution and Transportation, Aerial Personnel Transportation

Preparedness

The North Dakota Wing Civil Air Patrol prepares for disaster response by providing required training for all volunteers. The Civil Air Patrol also coordinates and collaborates with other response organizations to maximize the effectiveness and efficiency of operations in accordance with the National Incident Management System. They also work closely with federal, state, tribal, and local emergency management. The North Dakota Wing Civil Air Patrol follows nationally established disaster response policies and procedures.

- A. Personnel train regularly in search and rescue skills and procedures
- B. Pilots are FAA and Civil Air Patrol certified and maintain recent operating experience in core areas
- C. Equipment is tested and maintained on a regular basis
- D. Equipment is repaired by qualified and capable personnel or the manufacturer to ensure that the repairs are accurate.
- E. Civil Air Patrol personnel are equipped to provide pictures and video in a time of emergency or disaster.
- F. Civil Air Patrol maintains an NTIA-compliant VHF and HF communication network for local and national long-range two-way communications or to act as a relay. Additionally, all CAP vehicles and aircraft have access to State Radio channels for interoperability.

Response

Civil Air Patrol missions must be requested through ND Department of Emergency Services – Homeland Security State Radio by the incident commander, the local emergency manager, the local EOC if activated, or law enforcement. The local “on-call” staff is ready to respond to a disaster/emergency within a short time after being notified.

- A. Initiation of SAR missions as necessary for both general and focused areas
- B. Provide a representative for the EOC if needed
- C. Establish proper communications between different organizations and/or agencies if needed

In response, Civil Air Patrol can participate and aid in the following areas:

- A. Search and Rescue (people, aircraft, vehicles, watercraft)
 - a. Aerial and ground search teams
 - b. Visual search and electronic-aided (personnel locator beacons [PLB], emergency locator transmitters [ELT], emergency position-indicating radio beacon [EPIRB])
 - c. Coordination for ground-response
 - d. Incident/Unified Command Staff

- B. Natural Disasters (flooding, snow, fires, etc.)
 - a. Aerial and ground photography
 - b. Infrastructure and damage assessment
 - c. Aerial coordination/spotting provided to ground parties
 - d. Transportation of disaster relief supplies
 - e. Disaster relief supply distribution
 - f. Wildfire patrol
- C. Other Events
 - a. Cell phone location forensics
 - b. Relocation of incident management personnel
 - c. Contingency radio network (VHF, HF, airborne repeater)
 - d. Unmanned aerial systems (drone) capabilities – limited
 - e. Volunteers for disaster/casualty training
 - f. Support to third parties such as Department of Defense, Department of Homeland Security, American Red Cross

Recovery

- A. In disaster relief, aerial assets can rapidly inform incident managers on the scope and severity of events affecting large geographic areas. Imaging such as still and video imagery may provide perspective to emergency managers and public officials on where to focus relief efforts and the overall state of recovery.

ESA 6: Ward County Human Services

Purpose

Ward County Human Services provides support throughout the mitigation, preparedness, response, and recovery phases of a disaster. The Human Services department may function to guide and structure activities throughout the incident period by leading and participating in activities in concurrent areas to Human Services to include sheltering, aid in special considerations for children, elderly, and special needs.

Coordination

The Director of Human Services coordinates with the unified command as required by the Incident Commander.

Primary Function

Coordinate the implementation to ensure the continuity of social health and welfare programs, as well as referrals.

Secondary Functions: Assist in staffing and coordinating shelter activities.

Preparedness

Ward County Human Services utilizes varied social programs to increase the quality of life and the ability of many individuals with special needs or circumstances to function normally. Given this assistance, these individuals are naturally better equipped and prepared for an event. They also work with cities, county, state, and federal officials. Programs that may be utilized and populations that are assisted include:

- A. Helping impoverished individuals find funding and general referrals for further assistance.
- B. Coordinates the implementation and distribution of the food stamp program.
- C. Childcare, child negligence/abuse reports, follow-up, and child placement.
- D. Assessment of daycares and foster care-related home studies.
- E. Financial assistance to aid the elderly and blind/disabled populations in need.
- F. Other financial assistance as needed for qualifying individuals.

Response

Ward County Human Services operates to ensure continuity of the services that it provides, as well as may perform special tasks as requested by the incident commander during a disaster or emergent event. These special tasks may be addressed:

- A. Coordinating placement of disabled individuals, providing financial assistance for hotel rooms, and helpers for those that qualify.
- B. Distribute quilts, blankets, jackets, clothing/clothing vouchers, hygiene supplies, and emergency medical equipment to individuals in need.
- C. Provide counseling and referrals to individuals affected by the event at shelter locations.
- D. Provide personnel assistance to help staff with emergency shelters.
- E. Relaying special considerations to the incident commander.

Recovery

During the disaster recovery period, Ward County Human Services strives to ensure that individuals participating in regular assistance programs receive uninterrupted care and aid and Human Services works to return to normal operations back to. In addition, Human Services may:

- A. Help in providing financial assistance for housing or relocation of qualifying displaced individuals.
- B. Provide continued counseling services and referrals.
- C. Distribute materials and clothing as needed.

Appendices

Appendix 1: Flood Response

Purpose

Because both the Souris and Des Lacs Rivers are major tributaries, they overflow their banks to some extent almost annually. Most of these floods are small and short in duration causing only minor problems. Floods which result in more severe damages originate primarily from snowmelt in the Canadian portion of the Souris River Basin and have occurred seven times since 1969.

Based on the available data, flooding occurs at least once every five years. Therefore, the probability of a future occurrence of some type of flooding is moderate.

Coordination

This function coordinates with the unified command as required by the Incident Command Structure (ICS).

Supervision

Driven by disaster type; normally this function reports to the Incident Commander but may become the Incident Commander depending on disaster type. All information and reports from this function are requested and given to the Incident/Unified Commanders.

Primary Function:

Communication, coordination of resources, road closures, possible evacuations, protection of critical infrastructure

Secondary Function:

Communication, search and rescue, sheltering, possible evacuations, possible call center activation, restricting access to locations

Situation

- A. Since 1936, Lake Darling Reservoir, owned and operated by the US Fish and Wildlife Service, has been a major factor in reducing damages in the Souris River Valley by controlling several small floods. The protection provided by the reservoir reduced concern about flooding and numerous residential and commercial developments were constructed at Minot in the river's floodplain. A major flood occurred in the Souris River Basin in 1969, which greatly impacted parts of rural Ward County and some of the Cities.
- B. In 2009 the Des Lacs River experienced two different surges that caused flooding along the river, and caused over a half million dollars in damage.
- C. In 2011, the Souris River basin was again inundated with severe flooding, resulting in hundreds of millions of dollars in damage throughout Ward County and some of the Cities.
- D. Parts of Ward County rural areas experience minor flooding almost annually, because of spring thaw. Most of this flooding is confined to unpopulated and undeveloped areas, and the flooding occurs in open space or agricultural areas.

Assumptions

- A. The National Weather Service provides Ward County, and the Cities updated information if the flows out of Canada and/or Lake Darling increase above their normal operating levels.

- B. The National Weather Service lists three types of flood stages to identify what type of flooding could occur which include: minor, moderate, and major, and send out an EAS if even one of the gages reach any of the stages. These stages include:
 - a. Souris River Near Foxholm
 - i. Minor Flooding is at 1,573 Ft
 - ii. Moderate Flooding is at 1,576 Ft
 - iii. Major Flooding is at 1,578 Ft
 - b. Souris River at Minot 4NW
 - i. Minor Flooding is at 1,562 Ft
 - ii. Moderate Flooding is at 1,565 Ft
 - iii. Major Flooding is at 1,570 Ft
 - c. Souris River at Minot-Broadway Bridge
 - i. Minor Flooding is at 1,551 Ft
 - ii. Moderate Flooding is at 1,553 Ft
 - iii. Major Flooding is at 1,557 Ft
 - d. Souris River at Logan
 - i. Minor Flooding is at 1,536 Ft
 - ii. Moderate Flooding is at 1,538 Ft
 - iii. Major Flooding is at 1,540 Ft
 - e. Souris River at Sawyer
 - i. Minor Flooding is at 1,524 Ft
 - ii. Moderate Flooding is at 1,526 Ft
 - iii. Major Flooding is at 1,528 Ft
 - f. Des Lacs River at Foxholm
 - i. Minor Flooding is at 1,651 Ft
 - ii. Moderate Flooding is at 1,653 Ft
 - iii. Major Flooding is at 1,654 Ft
- C. Once the National Weather Service has contacted the Emergency Management Department for a conference call, the department shall notify all communities that may be affected by the flooding so they can attend the call, as well as send out the information to all communities and agencies involved. Minot will enact their Flood Emergency Action Plan and monitor for closure structures needing to be installed and storm water pump placement.
- D. Depending on the situation the Incident Commander/Unified Command may ask for the Emergency Operation Center to be activated, to which the Emergency Management Department will stand up, and activate reverse 911 to recall level one personnel.
- E. At 2,700 CFS flood levels become a concern for the Minot Park District's Souris Valley Golf Course, and close observation of flood levels becomes a necessity.
- F. At 3,200 CFS flood water begins to enter Souris Valley Golf Course, and the Park needs to remove the affected controllers.
- G. At 3,500 CFS the Park District must begin placing sandbags around the effected greens.
- H. At 5,000 CFS the course is devastated and must be closed to the public.
- I. Depending on the situation the Incident Commander/Unified Command may request an Emergency Declaration to be declared if needed. The Incident and/or Unified Commanders would make a request to the Emergency Management Department to have them draw up the declaration for the City Council or County Commission to approve.
- J. Depending on the situation, the Incident Commander/Unified Command may need to have roads closed due to water going over the roadways. The jurisdiction responsible for that roadway (i.e. the Highway Department, City, or Township) will be responsible for closing their own roadways.

- K. Depending on the situation, the Incident Commander/Unified Command may request/require evacuation orders to be established. The Incident Commander/Unified Command will define the areas(s) that need to be evacuated, as well as whether it would be a recommended or mandatory evacuation. They will submit the request to the Emergency Management Department for them to complete the required paperwork and submit it to the City Council or County Commission for approval.
- L. At minor flood stage at the Broadway Bridge, the Park Board activates their Emergency Risk Assessment Plan for Roosevelt Zoo.
- M. The public will be notified of the situation, potential dangers, and precautionary actions. In the case of any type of flood event, getting information to the public is vital to their safety. The flow of information will come from the Unified Command to the Public Information Officers via social media, television, radio, reverse 911, IPAWS, the outdoor warning system, and any other communication methods not listed here.

Lead Agency:

Ward County Water Resource Board, Ward County Highway Department, and City Public Works Department

Support Agencies:

Law Enforcement, Local Jurisdiction Fire Department, EMS, Minot Central Dispatch, Emergency Management, Minot Park Board, First District Health Unit, Local Healthcare, Public Information Officer, local jurisdiction utility companies, the American Red Cross, and other voluntary agencies

Preparedness

- A. Ward County Water Resource Board will continue their maintenance program each year that is required under the Corps. Of Engineers agreement regarding the levee maintenance.
- B. Ward County Water Resource Board and the City's Public Works Department will conduct maintenance on their pump/lift stations to ensure they are working properly.
- C. If there is a large rain event and/or above average snow amount the Ward County Water Resource Board and/or the City's Public Works Department can conduct an inspection prior to and/or during to ensure equipment is working properly.
- D. Before freezing up Ward County Water Resource Board and the City's Public Works Department can perform snagging and clearing of any debris within the river channel to ensure debris is removed for spring thaw. Minot Public Works conducts levee assessments each quarter to determine if there are any deficiencies in the Minot levee system.

Recovery

- A. Ward County Water Resource Board and Minot Public Works will repair the levee system in accordance to the levee maintenance with the Corps of Engineers agreement.
- B. Ward County Water Resource Board and the City's Public Works Department will pump back water into the river.
- C. Ward County Water Resource Board and the City's Public Works Department shall clean up all debris within the river channel.

Appendix 2: Train Derailment - Crude

Purpose

This function provides procedures for preparedness, response, and recovery to provide a coordinated effort for the immediate protection of life and property against crude oil spills, hazardous material (HazMat), and/or radiological incidents within Ward County.

The functional coordinator will provide directions to emergency personnel to coordinate the actions of personal safety and decontamination through Unified Command (UC) under the Incident Command System (ICS). Responders will ensure their own immediate safety before they respond into the hot zone.

Note: If the incident falls within Ward County, a Unified Command operation will be established that includes, but not limited to, the Local Fire Department, Regional Hazmat, Local Police Department, Local Ambulance, and responsible Railway.

Coordination

This function coordinates with the unified command as required by the Incident Command Structure (ICS).

Supervision

Driven by disaster type; normally this function reports to Incident Commander but may become the Incident Commander depending on disaster type. All information and reports from this function are requested and given to the Incident Commanders

Primary Function:

First aid, triage, emergency medical treatment, confine/limit spill, traffic control, crowd control, site security, evacuation, and decontamination

Secondary Function:

Search and rescue, sheltering, decontamination for materials (i.e. air, water, and soil), and morgues

Situation

- A. Disasters and/or hazards can occur anywhere at any time within Ward County.
There has been a significant increase of crude oil through the state of North Dakota since the Bakken Oil Boom. Ward County wants to prepare agencies to respond to a crude oil train derailment with maximum efficiency.
- B. Disasters and/or hazards can affect a large, populated area; but it can also affect several people in other areas, animals, as well as the environment
Crude oil trains run through populated areas of the cities of Ward County. Along these train routes are rivers, fields that farm food grade crops, as well as wildlife areas.
- D. Hazardous materials can come in various sizes of containers. They can affect small and/or large areas depending on the amount of hazardous materials one has
This Emergency Response Plan will address specifically DOT-111 Rail Tank Cars (The DOT Reader, 2015). These non-pressurized rail tank cars hold 20,000 – 30,000 gallons and carry both hazardous and non-hazardous materials (The DOT Reader, 2015).
- E. The City of Minot and Ward County first responders will handle the incident primarily. If all resources, personnel, and equipment have been used up the Emergency Manager will contact the state ND DES to obtain resources, personnel, and equipment based on requests made by the Unified Commanders.

Ward County has a list of first responder agencies and those that will be in the Emergency Operations Center (EOC). If this incident occurs, the Incident Commander should engage Ward County Emergency Management for mutual aid requests.

- F. There are thousands of hazardous materials produced, transported, used, and stored within Ward County. In 1986 an Act was established to produce a list of Extremely Hazardous Substances (EHSs) called the Superfund Amendment and Reauthorization Act (SARA).
- G. There are many environmentally sensitive areas within Ward County that include air, soil, vegetation, and transportation. Water sources are also a sensitive area. These areas include but not limit: Minot's Water Treatment Plant, Des Lacs (Upper and Lower lakes), Hiddenwood Lake, Makoti Lake, Missouri River Basin, Mouse River, North and South Carlson Lakes, Rice Lake, Souris River Basin. - **See Situations Point B.**
- H. Soil and vegetation areas that are affected by hazardous materials should be disposed of as soon as possible to restore the area. A team will be contracted by either the Oil or Rail company and will be assigned to dispose of hazardous materials in a form that is approved by the Environmental Protection Agency (EPA) and other Federal, State, and Local governments. Hazmat disposal team will not be from Ward County.

Assumptions

- A. Ward County does have emergency plans for dealing with hazardous materials as well as primary response. A crude oil train derailment will require that multiple agencies come together to combat this catastrophe. At least annually these agencies must ensure that their emergency response plans do not interfere with each other so that there will be no confusion if this incident were to arise. During this time, the agencies will also review departmental training plans to ensure that everyone is at an acceptable competency level for response.
- B. Some hazardous incidents may and will go beyond the abilities of Ward County. Mutual Aid Agreements, State, and Federal assistance may be needed. Mutual Aid should be engaged immediately by the Unified Command. This will provide a safety net of assistance if needed. If Mutual Aid is not engaged immediately, there may be lost time that cannot be recovered and can add devastating long-term effects, such loss of lives, property, and environmental damage.
- C. Hazardous materials incidents often give no warning. Agencies need to practice readiness procedures at least annually. In this case, community tabletop exercises, roundtables, in addition to inter-department exercises need to be performed to validate those responders will respond correctly.
- D. Protective actions may have to be recreated for different circumstances that arise. It is known that many emergency response exercises may be similar and have similar emergency response procedures. This exercise may be done with the same or a similar scenario. To verify that responders are equipped, the scenarios may include multiple disasters.
- E. Communication systems are set up for responders, but there are alternate and backup available if needed. Each agency is responsible for alerting their departments to an emergency. Central Dispatch may only have the ability to contact the Emergency Operations Center during the emergency. Inter-department communication can be delegated to another employee.
- F. The public will be notified of the situation, potential dangers, and precautionary actions. In the case of an oil trail incident, getting information to the public is vital to their safety. The flow of information will come from the Unified Command to the Public Information Officers via social media, television, radio, reverse 911, IPAWS, the outdoor warning system, and any other communication methods not listed here.

Lead Agency: Local Fire Department

Support Agencies:

NW Regional Hazmat Team, Supporting Fire Departments, 1st Civil Support Team (Bismarck), Local Police Department, Local Public Works, Local EMS, Emergency Management, First District Health Unit, Local Healthcare, the American Red Cross, and other Volunteer Agencies

Preparedness

- A. Develop plans, procedures, and arrangements and/or agreements to identify, activate, coordinate different resources and expertise to manage oil spills, and hazardous materials and/or radiation. Agencies will have to create their own internal plans that align with the county emergency operations plan. **See Appendix E: Sample Agency Call Rosters.**
- B. Train on a regular basis. Multiple levels of training need to be conducted to ensure that everyone is on the same levels of competent. Training in how to handle and respond to crude oil and how it will affect the community is a priority. Each department involved will determine the intensity of their training program. Training for auxiliary agencies may include who to report to, where to go, and what resources are needed for assistance.
- C. Assess the different health affects hazardous materials can cause to people, animals, and the environment. North Dakota Department of Health will be consistently monitoring any affects to people, animals, and the environment. They will report to the Operations and Planning Section Chief who will in turn report to the Public Information Officers.
- D. Identify the needs of Ward County for Hazmat incident support. If there is a need for any resources the Unified Command must engage the Emergency Management Team so they can locate resources in the form of people, materials, and/or equipment. These requests are accepted at any time even when agencies are not in the middle of a crisis.
- E. Maintain a working relationship with private agencies and/or organizations that have an expertise that could assist in preparedness, response and/or recovery efforts. Ward County will maintain a list of agencies and organizations that have the potential to respond in the case of a crude oil train incident. This list will be updated annually and validated so that those organizations still have the resource capacity to assist in preparedness, response and/or recovery efforts.
- F. Have first responders visit the facilities that contain oil, hazardous material, and/or radiation materials to familiarize them with the facility as well as information that could be useful in responses (i.e. facilities EOP, types and location of materials, affects the materials could cause if they were released, storage tanks, drainage systems, etc.). As part of the training plan, first responders will know what facilities have materials that can potentially react to crude oil and how to address any dangers. The rail companies and oil companies should provide a portion of the training so that first responders get training and instructions from the experts in the industry. This will give first responders familiarity with the equipment and hazards that they will be up against.
- G. Distribution to the public of proactive actions needed to take if there is a spill, leak, and/or release of hazardous materials and/or radiation. Ensuring that the incident is contained is vital to the safety of the public and property. Information needs to be disclosed to the public so that they are not inadvertently putting themselves into danger because they do not recognize the perceived and unseen harms of the situation. This information will be communicated by the Unified Command to the Public Information Officers.

Emergency Response Process Flow

- | | |
|---------------------------------------|-----------------------------------|
| • Initial Notification | • Public Notification |
| • Activate Operations Center | • Set Up Joint Information Center |
| • Establish Incident Command | • Contamination Procedures |
| • Establish Radio Coms for Responders | • De-Con/Safe Zones |
| • Establish Security and Parameter | • Environmental Testing |
| • Mobilize Resources | • Operational Resource Mgt. |

Emergency Response Process Flow

Response Step	Process								
Initial Notification	The owners (oil company) and/or the transporters will perform the initial notification if there is a leak, spill and/or release of oil, hazardous materials, and/or radiation. Because the transporter (rail) will be alerted to a problem before the owner, this step will generally fall to the transporter. Note: The first person on scene is the incident commander until a Unified Command Center is established. In Ward County, the Unified Command works together through the incident. <table> <tr> <th>Step</th><th>Process</th></tr> <tr> <td>1.</td><td>The Transporter will contact Minot Central Dispatch alerting them of a rail incident involving crude oil.</td></tr> <tr> <td>2.</td><td>Minot Central Dispatch will use their paging system to start activation of all responding districts (See Appendix D: Unified Command Roster). These districts are divided into the various first responding agencies (Law Enforcement, Fire, and Ambulance). Central Dispatch will also alert the Fire Chief and Hazmat team if requested.</td></tr> </table>	Step	Process	1.	The Transporter will contact Minot Central Dispatch alerting them of a rail incident involving crude oil.	2.	Minot Central Dispatch will use their paging system to start activation of all responding districts (See Appendix D: Unified Command Roster). These districts are divided into the various first responding agencies (Law Enforcement, Fire, and Ambulance). Central Dispatch will also alert the Fire Chief and Hazmat team if requested.		
Step	Process								
1.	The Transporter will contact Minot Central Dispatch alerting them of a rail incident involving crude oil.								
2.	Minot Central Dispatch will use their paging system to start activation of all responding districts (See Appendix D: Unified Command Roster). These districts are divided into the various first responding agencies (Law Enforcement, Fire, and Ambulance). Central Dispatch will also alert the Fire Chief and Hazmat team if requested.								
Activate Emergency Operations Center	One of the Incident Commanders from the Unified Command will contact the Ward County Emergency Management to activate the Emergency Operations Center. The Operations Center is established to provide resources to the Unified Command. All ICS forms will be filled out by the planning section.								
Establish Unified Command	The Unified Command will be made up of the following: Local Fire, Law Enforcement and Ambulance service in the affected jurisdiction, along with the Railway Company.								
Establish Communication for Responders using Bank Five	Once Minot Central Dispatch has completed the initial agency page for an emergency they will continue to contact first responders. <table> <tr> <th>Step</th><th>Process</th></tr> <tr> <td>1.</td><td>Central Dispatch will contact first responder agencies using the call roster (See Appendix E: Sample Emergency Call Roster).</td></tr> <tr> <td>2.</td><td>Agency will internally contact appropriate resources from their internal call rosters to deploy responders.</td></tr> <tr> <td>3.</td><td>Agency leaders and responders will receive further instruction from the Unified Command Center.</td></tr> </table>	Step	Process	1.	Central Dispatch will contact first responder agencies using the call roster (See Appendix E: Sample Emergency Call Roster).	2.	Agency will internally contact appropriate resources from their internal call rosters to deploy responders.	3.	Agency leaders and responders will receive further instruction from the Unified Command Center.
Step	Process								
1.	Central Dispatch will contact first responder agencies using the call roster (See Appendix E: Sample Emergency Call Roster).								
2.	Agency will internally contact appropriate resources from their internal call rosters to deploy responders.								
3.	Agency leaders and responders will receive further instruction from the Unified Command Center.								
Set Up Security and Parameters	This will be done primarily by Law Enforcement Departments under the direction of the Unified Command, based off the type of chemical. If unknown, it may be more ideal to have a larger perimeter until chemical(s)/affects are known.								
Mobilize Resources	Agencies will mobilize people and equipment resources. During this time, people's resources will ensure they are wearing the correct protective equipment and testing devices to alert them of harmful chemicals. Agency responders will mobilize according to the Unified Command instructions and locations.								
Public Notification	The Unified Command will be responsible for communicating to the community via the Public Information Officer(s). They will communicate what the hazard is and how to take preventative actions. This communication will be done as soon as possible, as well as throughout the incident time frame.								
Set up Joint Information Center	The Joint Information Center will be crucial for those organizations at a location where the media can gather as well as disperse information to everyone at once.								
Contamination Procedures	See also Environmental Testing. The Public Works Department in conjunction with the Regional Hazmat Team will be responsible for blocking any drains that may be under threat of contamination. The State Health Department will perform interval environmental testing that will need to be completed to monitor air quality and if there are additional hazards to people and property.								

Decontamination/ Safe Zones	First District Health - Decontamination locations will be established for those responders who have been in working in or around the incident area. These zones will be stocked with showers, clothes, and provisions. The decontamination locations will need to be in an area that can be easily accessed, and close to the affected area to reduce any additional contamination. This zone will also be considered a safe zone that is away from the incident and in an area that can medically treat and/or transport first responders and anyone affected.
Environmental Testing	Throughout the course of the incident, environmental testing will need to be completed to monitor the air quality, water sources, and vegetation. This information will need to be communicated to the first responders and the public via the Public Relations Officers. The State Health Department will take the lead in continual testing.
Operational Resource Management	The Emergency Operations Center will assist with monitoring first responder operational times working in the incident. There will need to be crew change over

Recovery

- A. Operations will continue until the leak, spill, and/or release has been stopped, contained, and cleaned up and restored to its original state. While first responders are responding to the incident, a team of environmental experts, public works, and community officials need to proactively start outlining what the recovery will entail after the incident has been controlled and/or contained. This is why environmental updates on environmental testing are going to be crucial. These reports may be the only “eyes” on the situation that this team has to work from until they can get a crew out to see for themselves.
- B. All response resources will be returned, replenished, and repaired. When the incident is over, departmental courtesy will deem that any resources be returned in the same or better (if possible) condition than when they were borrowed. While responding to the incident, something was damaged, it should be replaced. All materials need to be replenished in a timely manner. Departments depend on these pieces of equipment and materials in case of another emergency, and they do not want to find themselves lacking resources.
- C. All emergency responders will return to their normal day-to-day duties. Unless there are extenuating circumstances (medical, psychological, counseling may be needed until everyone has had the opportunity) all emergency responders will return to their previously held positions in their departments.

Training Plan:

The following is a sample list of training courses for responders of Ward County, North Dakota in the event of a crude oil train accident. With the increase in crude oil being transported by rail, the county wants to ensure that all employees have had some level of training to handle this type of catastrophe. This is an outline of a suggested training course that has the goal of ensuring that all responders to the accident have had at least this level of training and competence to handling the hazards associated with crude oil. There will be departments whose training programs far exceed what is listed in this outline. There are also auxiliary departments who may not need to have as much detail. It is the department's responsibility to ensure that their employees have the correct competencies to have the ability to respond to their role and responsibility. This training would be in addition to their responder training if it does not cover crude oil accidents.

The Federal Emergency Management Agency (FEMA) has a division called the National Training and Education Division (FEMA, 2015). These training courses are designed to prepare, prevent and recover safely from disasters (FEMA, 2015). They offer certification programs as well as individual classes.

First Responders:

Emergency Responder Training/Certification that is available for crude oil response by job or volunteer role

- ICS 100, 200, 300, 400, 700, 800
- Introduction to Crude Oil: A course to explain the specific make up of North Dakota Sweet Crude Oil
- Hazards of Crude Oil
- Hazmat Awareness
- Flammable liquids/Boil Over Simulator
- Responding to Oil Field Emergencies
- Transporting Hazardous Materials – Knowing the types of Rail Cars/ Transport Cars
- TRANSCAER Railroad Training
- Hands on training with Rail Company/Inspection of Rail Cars
- Effective Communication /Disaster Communication Training
- Bank Five Training

Auxiliary Responders:

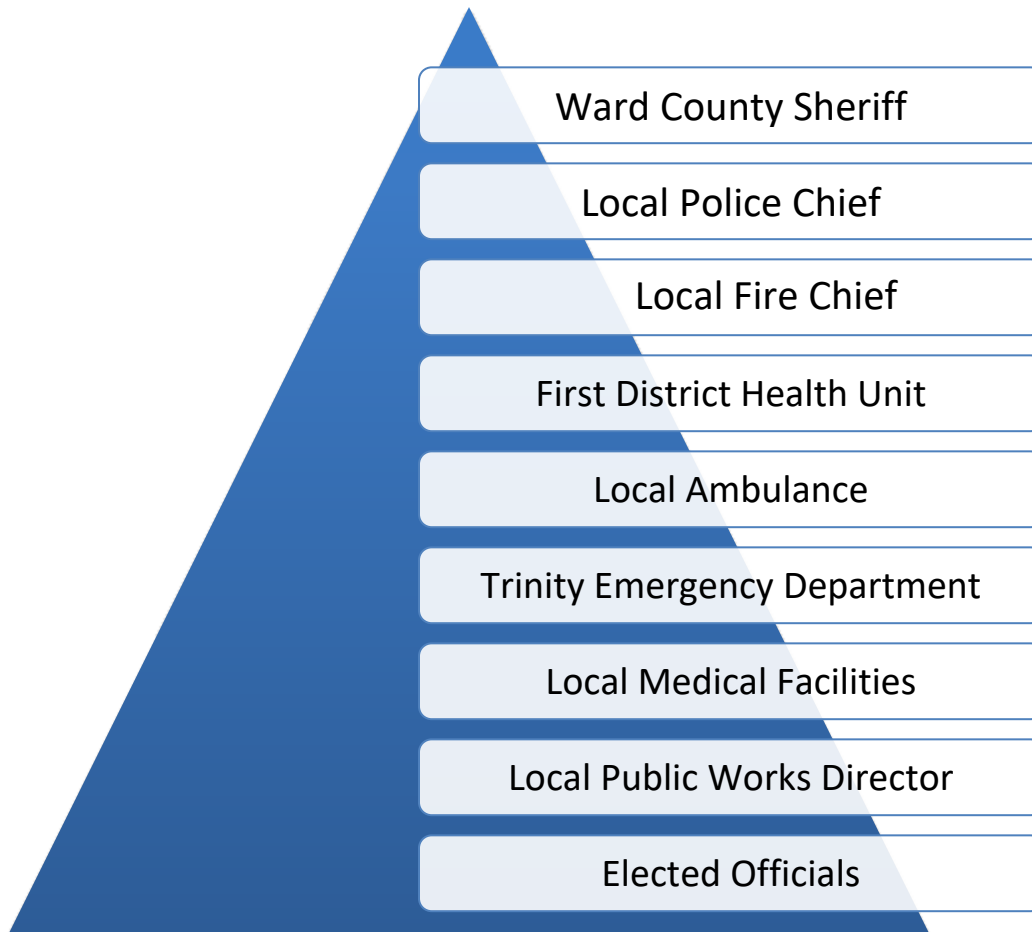
Emergency Responder Training/Certification that is available for crude oil response by job or volunteer role

- ICS 100, 200, 300, 400, 700, 800
- Hazards of Crude Oil
- Effective Communication /Disaster Communication Training
- Central Dispatch Calls - Administrative
- Bank Five Training

Unified Command Roster

The following is the Unified Command Center initial call roster that will be used by Minot Central Dispatch to page these representatives immediately upon hearing about a crude oil train accident. This list is flexible and has the potential to grow depending on the severity of the situation.

Note: Once this group is notified, it is their responsibility to communicate with their department first responders. Minot Central Dispatch will not be paging employees or resources for the agencies. If additional resources are needed either, ask for assistance from Mutual Aid or contact the Emergency Management Team.



Sample Agency Call Out Roster

Call out roster instructions:

1. The Department Chief will contact the Department Manager and the Department Admin.
2. The Department Manager and Department Admin will call the two supervisors listed underneath their names.
3. The supervisor will call the two employees listed underneath their names.
4. The employees will contact the employees underneath their name.

Note: If you are unable to reach the employee underneath your name, leave a message and contact the next employee.

Department Chief 701.XXX.XXXX							
Department Manager 701.XXX.XXXX				Department Admin 701.XXX.XXXX			
Department Supervisor 1 701.XXX.XXXX		Department Supervisor 2 701.XXX.XXXX		Department Supervisor 3 701.XXX.XXXX		Department Supervisor 4 701.XXX.XXXX	
Employee 701.XXX.XXXX	Employee 701.XXX.XXXX	Employee 701.XXX.XXXX	Employee 701.XXX.XXXX	Employee 701.XXX.XXXX	Employee 701.XXX.XXXX	Employee 701.XXX.XXXX	Employee 701.XXX.XXXX
Employee 701.XXX.XXX X	Employee 701.XXX.XXX X	Employee 701.XXX.XXX X	Employee 701.XXX.XXX X	Employee 701.XXX.XXX X	Employee 701.XXX.XXX X	Employee 701.XXX.XXX X	Employee 701.XXX.XXX X
Employee 701.XXX.XXX X	Employee 701.XXX.XXX X	Employee 701.XXX.XXX X	Employee 701.XXX.XXX X	Employee 701.XXX.XXX X	Employee 701.XXX.XXX X	Employee 701.XXX.XXX X	Employee 701.XXX.XXX X

Appendix 3: Glossary of Terms

Assisted Living Facility - For people needing assistance with Activities of Daily Living (ADLs) but wishing to live as independently as possible. Assisted Living Facilities exist to bridge the gap between independent living and nursing homes. Residents in these facilities are not able to live by themselves but do not require constant care either.

Damage Assessment- The process used to appraise or determine the number of injuries and deaths, damage to public and private property, and the status of key facilities and services such as hospitals and other health care facilities, fire and police stations, communications networks, water and sanitation systems, utilities, and transportation networks resulting from a man-made or natural disaster.

Developmental Disability – A condition a person is born with that causes him/her not to develop normally. They usually have a lower IQ than those not born with this condition.

Disability – A condition due to sickness or injury that curtails a person's ability to carry on normal pursuits. A disability may be partial or total, and temporary or permanent as verified by a doctor.

Disaster- An event or imminent threat that causes or threatens widespread or severe damage, injury or disaster that may exceed the capability and resources of the State, local government or disaster relief organizations

Note: A disaster is of greater impact than an emergency.

Disaster Recovery Center- Places established in a presidentially declared major disaster, as soon as practicable, to provide victims the opportunity to apply in person for assistance and/or obtain information relating to that assistance. DRCs are staffed by local, State, and Federal agency representatives, as well as staff from volunteer organizations.

Checkpoint – A location that is likely to be traveled and where people are encouraged to stop. If they stop, they will be provided with information regarding conditions they are likely to encounter within the area they are entering.

Contra flow – A temporary arrangement in which traffic travels in the same directions on both sides of the road.

Emergency- Any occasion or instance for which, in the determination of the Governor, State assistance is needed to supplement local efforts and capabilities to save lives, protect property, provide for the public health and safety and to lessen or avert the threat of a catastrophe.

Emergency Operations Center (EOC) - A centralized location where response to emergencies or disaster situations is coordinated. Staff, procedures and communications are provided so that key officials and department/agency representatives can gather information and make key decisions in response to and in support of an emergency or disaster.

Emergency Operations Plan (EOP) - A reference document which outlines and explains functions, resources and coordination procedures for responding to and supporting emergency and disaster operations.

Evacuation Assembly Areas – Sites designated in the evacuation plan for citizens to gather while awaiting transportation from the threatened area.

Evacuation Centers – Relocation points where evacuees can be registered, needs for shelter determined and information on shelters posted.

Evacuation Shelters – Facilities managed and staffed by voluntary agencies for housing and feeding of evacuees.

Federal Coordinating Officer (FCO) - The Senior Federal official appointed by the President to coordinate the overall Federal response and recovery activities during a Presidential Declared Disaster.

Federal Emergency Management Agency- The Federal agency which coordinates Federal response for emergencies and disasters

Governor's Authorized Representative (GAR) - The person designated by the Governor to execute all necessary documents for disaster assistance following a declaration of an emergency or major disaster, including certification of applicants for public assistance.

Hazard- An event or physical condition that has the potential to cause fatalities, injuries, property damage, infrastructure damage, agricultural loss, damage to the environment, interruption of business, or other types of harm or loss.

Incident Command System- A standardized organizational structure used to command, control, and coordinate the use of resources and personnel that have responded to the scene of an emergency. The concepts and principles for ICS include common terminology, modular organization, integrated communication, unified command structure, consolidated action plan, manageable span of control, designated incident facilities, and comprehensive resource management.

Mass Care – Food, clothing, shelter, and other necessary and essential assistance provided to many affected people in response to, or recovery from, a disaster or emergency.

Mitigation- Sustained action taken to reduce or eliminate the long-term risk to human life and property from natural hazards and their effects. Such measures include building codes, public education, hazard vulnerability analysis, compliance and enforcement, zoning and land-use measures and preventive health care.

Mutual Aid Agreements- Agreements between local, state, regional, and/or national agencies to reduce duplication and increase the effectiveness of emergency response and other post-disaster activities. Such agreements are often used to provide supplemental staff assistance in the post-disaster environment.

Nursing Home – A licensed facility for the care of individuals who do not require hospitalization and who cannot be cared for at home; Also known as Long Term Care Facilities.

Public Information Officer- A Federal, State, or local government official responsible for preparing and coordinating the dissemination of emergency public information.

Preparedness- Actions taken in advance of an emergency or disaster to develop operational capabilities and facilitate response operations; Such measures include the development of plans, procedures, warning and communication systems, EOCs, training and exercises, mutual aid agreements and emergency public information.

Principal Executive Officer- They mayor or chairman of the board of county commissioners.

Response-Actions taken before, during or after an emergency or disaster to save lives, minimize damage and enhance recovery operations. Such measures include activating emergency operations centers, procedures; emergency broadcast systems, public warning and notification of public officials and providing mass care.

Roadblock – A location that blocks the passage of people or vehicles and where they are prevented from traveling into an area without providing a specific waiver or justifying their need to enter the area.

Road Closure – A barricade or other form of impeding travel into an area along a road, highway, street, trail or other location that reasonable requires a traveler to stop or otherwise recognize travel is prevented into an area. Road closures are usually temporary and are employed only when travel into an area clearly jeopardizes the life or safety of the traveler, emergency workers, or others within the area.

Recovery- Actions taken over the short term to return vital life support systems to minimum standards and long-term to return life to normal or improved levels; Such measures include damage assessment, supplemental Federal assistance to individuals and public entities, assessment of plans, procedures, development of economic impact studies and methods to mitigate damages.

Risk Assessment- A process or method for evaluating risk associated with a specific hazard and defined in terms of probability and frequency of occurrence, magnitude and severity, exposure, and consequences.

State Coordinating Officer- The person assigned by the Governor to coordinate State response and recovery operations during State declared disasters. This is the FCO's counterpart during Presidential Disaster Declarations.

Vulnerability- The level of exposure of human life and property to damage from natural hazards.

Appendix 4: Acronyms

AAR	After-Action Report
ADA	Americans with Disability Act
AFB	Air Force Base
AG	Attorney General
ARC	American Red Cross
ARES	Amateur Radio Emergency Services
ASD	Administrative Services Division
BIA	Bureau of Indian Affairs
BLM	Bureau of Land Management
CAP	Civil Air Patrol
CAT	Crisis Action Team
CD	Correction Department
CDC	Center for Disease Control
CEO	Chief Executive Officer
CEP	Civil Emergency Preparedness
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CFR	Code of Federal Regulations
CID	Construction Industries Division
CISM	Critical Incident Stress Management
COG	Continuity of Government
CVB	Convention & Visitors Bureau
CYFD	Children, Youth, & Families Department
DAC	Disaster Assistance Center
DAP	Disaster Assistance Program
DAT	Disaster Action Team
DFA	Department of Finance & Administration
DFO	Disaster Field Office
DMAT	Disaster Medical Assistance Team
DOD	Department of Defense
DOE	Department of Energy
DOH	Department of Health
DOL	Department of Labor
DOT	Department of Transportation
DPS	Department of Public Safety
DSR	Damage Survey Report
DUA	Disaster Unemployment Assistance
EAS	Emergency Alert System
ED	Education Department
ED	Environmental Department
EDD	Economic Development Division
EIDL	Economic Injury Disaster Loan
EMC	Emergency Management Center
EMNRD	Energy, Minerals and Natural Resources Department
EMS	Emergency Medical Service
EMSB	Emergency Medical Service Bureau
EMT	Emergency Medical Technician
ENS	Emergency Notification System
EOC	Emergency Operations Center
EOCC	Emergency Operations Center Coordinator
EOP	Emergency Operations Plan

EPA	Environmental Protection Agency
EPI	Emergency Public Information
EPLO	Emergency Preparedness Liaison Officer
ERC	Emergency Response Coordinator
ERO	Emergency Response Officer
ERT-A	Emergency Response Team-Advance Element
ESF	Emergency Support Function
FAA	Federal Aviation Administration
FAC	Family Assistance Center
FBI	Federal Bureau of Investigation
FCC	Federal Communications Commission
FCO	Federal Coordinating Officer
FDHU	First District Health Unit
FEMA	Federal Emergency Management Agency
FIA	Federal Insurance Administration
FNARS	FEMA National Radio System
FRP	Federal Response Plan
FSA	Farm Service Agency
G&F	Game & Fish Department
GAR	Governor's Authorizes Representative
GCO	Grant Coordinating Officer
GSD	General Services Department
HAZMAT	Hazardous Materials
HD	Highway Department
HF	High Frequency
HMER	Hazardous Materials Emergency Response Plan
HS	High School
HSD	Human Services Department
IAW	In Accordance With
IC	Incident Commander
ICP	Incident Command Post
ICS	Incident Command System
IFG	Individual Family Grant
IP	Injury Prevention
ISD	Information Systems Division
ISO	Information Systems Officer
IVN	Interactive Video Network
JFO	Joint Field Office
JIC	Joint Information Center
JIMC	Joint Information Media Center
LAN	Local Area Network
LEOP	Local Emergency Operations Plan
LEPC	Local Emergency Planning Committee
LGH	Local Government Handbook
LGR	Local Government Radio
LP	Local Primary
Lt.	Lieutenant
MOA	Memorandum of Agreement
MOU	Memorandum of Understanding

MSCA	Military Support to Civilian Authorities
MTD	Motor Transport Division
NAWAS	National Warning System
NDA	National Defense Area
NDANG	North Dakota Army National Guard
NDCD	North Dakota Corrections Department
NDDES	North Dakota Department of Emergency Services
NDSP	North Dakota State Patrol
NFIP	National Flood Insurance Program
NIIMS	National Interagency Incident Management Systems
NOAA	National Oceanic and Atmospheric Administration
NRCS	National Radio Communications Service
NRCS	National Resources and Conservation Service
NRT	National Response Team
NTSB	National Transportation Safety Board
NWC	National Warning Center
NWS	National Weather Service
OC	Office of Communications
OEM	Office of Emergency Management
OSC	On Scene Commander
OSE	Office of State Engineer
OSHA	Occupational, Safety, and Health Administration
PIO	Public Information Officer
PDA	Preliminary Damage Assessment
PHS	Public Health Service
PL	Public Law
POC	Point of Contact
PPE	Personnel Protective Equipment
PRC	Public Regulation Commission
PSAP	Public Safety Answering Point
RACES	Radio Amateur Civil Emergency Services
RAD	Radiation Absorbed Dose
RADEF	Radiological Defense
RCB	Radio Communications Bureau
REACT	Radio Emergency Assistance Communications Team
RETCO	Regional Emergency Transportation Coordinator
ROC	Regional Operations Center
RPP	Radiological Protection Program
RR	Remote Radio Transmitter
SAR	Search and Rescue
SARA	Superfund Amendment Reauthorization Act (Title III)
SAT	Situation Analysis Team
SBA	Small Business Administration
SCEPA	State Civil Emergency Preparedness Act
SCM	Survivable Crisis Management
SCO	State Coordinating Officer
SDE	State Department of Education
SEOP	State Emergency Operations Plan
SF	State Forester
SFHA	Special Flood Hazard Area
SHMO	State Hazard Mitigation Officer

SIP	Shelter-In-Place
SITREP	Situation Report
SLIC	State and Local Intelligence Center
SOG	Standard Operating Guide
SOP	Standard Operating Procedure
UBC	Uniform Building Code
UC	Unified Command
UCS	Unified Command System
UHF	Ultra-High Frequency
USDA	United States Department of Agriculture
USGS	United States Geological Survey
VA	Veterans Administration
VHF	Very High Frequency
VOAD	Volunteer Organizations Active in Disasters
WCLEPC	Ward County Local Emergency Planning Committee
WMD	Weapons of Mass Destruction

Appendix 5: Supplemental Plans

The following plans work in conjunction with Ward County's Emergency Operation Plan and can be found at the Ward County Emergency Management Office:

- A. Ward County Communication Plan
- B. Ward County Hazard Mitigation Plan
- C. Ward County Flood Action Plan
- D. Lake Darling Dam Emergency Action Plan
- E. City of Berthold Emergency Operation Plan
- F. City of Burlington Emergency Operation Plan
- G. City of Carpio Emergency Operation Plan
- H. City of Des Lacs Emergency Operation Plan
- I. City of Donnybrook Emergency Operation Plan
- J. City of Douglas Emergency Operation Plan
- K. City of Kenmare Emergency Operation Plan
- L. City of Makoti Emergency Operation Plan
- M. City of Minot Emergency Action Plan for Mouse River Flooding
- N. City of Ryder Emergency Operation Plan
- O. City of Sawyer Emergency Operation Plan
- P. City of Surrey Emergency Operation Plan
- Q. Minot Airport Emergency Operation Plan
- R. Roosevelt Park Zoo Risk Assessment Plan



TO: Mayor Ross
Members of the City Council

FROM: Jason Sorenson, Utilities Director

DATE: April 7, 2025

SUBJECT: PROJECT MANAGEMENT SOFTWARE PURCHASE - BUDGET AMENDMENT

I. RECOMMENDED ACTION

- 1. It is recommended City Council approve the purchase of Virtual Project Manager;**
- 2. Authorize the Mayor to sign the service agreement on behalf of the City; and**
- 3. Approve the budget amendment to move funds between line items in the Water Distribution budget.**

II. DEPARTMENT CONTACT PERSONS

Jason Sorenson, Utilities Director, 701-857-4768

III. DESCRIPTION

A. Background

Between the engineering and public works departments, well over \$30 million in projects are managed by city project managers. Projects are managed utilizing an assortment of PDFs, word docs and spreadsheets. Managing the paperwork associated with submittals, pay requests, daily logs and eventually as-built documents is tedious and time-consuming. At times, paperwork doesn't get scanned or placed in a project folder making final documentation incomplete. Staff has been reviewing different project management solutions over the past couple years to make the project management process more simple and efficient.

B. Proposed Project

Virtual Project Manager (VPM) is a cloud-based project management solution that was designed by a professional engineer geared around city and county type project management. It allows efficient project tracking in a single portal for all components of a project (contracts, budget, notices, submittals, RFIs, daily logs, punch lists, etc). After reviewing multiple platforms, staff feels VPM offers

a user-friendly portal and functionality matching the City's needs at the most reasonable cost.

C. Recommendation Detail

Costs for various platforms ranged in price from \$10,000 to over \$100,000 depending on the number of users and projects. VPM is \$15,000 per year with unlimited users, unlimited projects, and unlimited storage.

IV. IMPACT

A. Aspirations

Prepared and Resilient

B. Service/Delivery Impact:

The bulk of City of Minot projects are managed by two project managers in the Engineering and Utilities Departments. The platform would provide a more efficient way to track all of the facets of a typical project in a paperless portal.

C. Fiscal Impact

Project Costs

Virtual Project Manager	\$15,000 per year
One time Setup	\$5,000

Project Funding

After constructing the 2025 watermain replacement project, there will be some unspent funds. Staff recommends moving funding from Water Distribution Watermain Maintenance line item to the Monitoring line item. Funding for subsequent years would be budgeted in public works admin budgets which are distributed amongst the multiple departments and subject to annual budget approval by the council.

VI. ALTERNATIVES

Council could elect not to authorize the purchase of a project management solution. In this case, staff would continue to manage documents as is currently done.

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO INCREASE THE
WATER DISTRIBUTION IT MAINTENANCE AND REPAIR AGREEMENTS
EXPENDITURES AND DECREASE THE WATER DISTRIBUTION WATERMAIN
MAINTENANCE EXPENDITURES FOR THE PURCHASE OF PROJECT
MANAGEMENT SOFTWARE.**

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

- §1: Amend the 2025 annual budget to increase the water distribution IT maintenance and repair agreements expenditures and decrease the water distribution watermain maintenance expenditures for the purchase of project management software:

14061000-44350		20,000
14061000-44501		(20,000)

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

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk



SERVICE AGREEMENT

This Service Agreement (“Agreement”) is entered into as of the Effective Date (defined below) by and between **Virtual Project Manager LLC**, an Oregon limited liability company (“VPM”), whose address is P.O. Box 8127 Bend, Oregon 97701, and the person or entity identified below ("Customer").

VPM agrees to make its web-based project management system known as Virtual Project Manager and related services available to Customer, on and subject to the terms and conditions of this Agreement. This Agreement consists of the Specific Terms listed below and the Standard Terms and Conditions attached hereto for Virtual Project Manager.

SPECIFIC TERMS

Customer:	City of Minot, North Dakota
Effective Date:	
Fees (see breakdown):	Service Fee: \$15,000 per year (or \$1,250.00 per month) with payments due thirty (30) days after receipt of invoice. Implementation/Training Fee: \$5,000 – one-time fee payable 30 days from date of invoice to issue upon execution of this Agreement. Guarantee/Refunds: If Customer is not satisfied with the VPM Service for any reason, Customer may terminate this Agreement by written notice given to VPM within sixty (60) days after the Effective Date and all previously paid Service Fees will be refunded. If no such termination notice is given, all fees are nonrefundable. Additional Fees: The above fees are for one Customer location. Customer location is defined as all projects that are funded in whole or in part by the customer. Additional locations are subject to additional fees.

Term of Agreement:	One year after the Effective Date, subject to renewal or termination as provided in this Agreement.
VPM Service:	VPM's Web-based project management system known as Virtual Project Manager, which consists of the modules/features from time to time listed on the VPM website. The VPM Service will also include new modules/features added to the VPM Service by VPM from time to time, provided such new modules/features are generally made available at no additional charge to customers of the VPM Service.

The parties' duly authorized representatives have executed this Agreement (including the Standard Terms and Conditions on the following pages) effective as of the date set forth above.

VPM:

VIRTUAL PROJECT MANAGER, LLC

By: _____
Lex Zuber, President/CEO

CUSTOMER:

City of Minot, North Dakota

By: _____
Name: _____
Title: _____

Customer Invoice Information

Preferred Invoicing Method:

☐ Email ☐ Mail

How would you like to be billed?

☒ Annually ☐ Monthly

Email: _____
(Please provide the email address where to send invoices)

Mail: _____
(Please provide the mailing address where to send invoices)

Name: _____
Attn: _____
Address: _____
City: _____
State: _____
Zip Code: _____
Direct Phone Number: _____

VIRTUAL PROJECT MANAGER

STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions, together with the above Specific Terms for the VPM Service, govern Customer's use of the VPM web-based project management system and associated services (the "VPM System").

1. **Use of VPM System.** Subject to the terms of this Agreement, VPM hereby grants Customer and its authorized employees and consultants, as well as Customer's contractors and their respective employees to the extent authorized by Customer (each, an "Authorized User"), the right to access and use the VPM System via the Internet for Customer's customary and ordinary project management purposes (the "Permitted Use"), to enter into the VPM System data and information regarding Customer projects ("Customer Data"), to have the Customer Data stored on servers owned or leased by VPM, and to use the Customer Data available through the VPM System for the Permitted Use. Customer shall be solely responsible for determining the Authorized Users who have access to the VPM System, and VPM shall have no liability to Customer, any Authorized User, or any third party arising out of any use of the VPM System by any Authorized User.
2. **Restrictions.** Customer understands and agrees that it is not being granted the right to use the VPM System or any software associated with it except by accessing the VPM System website through VPM-provided Web interfaces as described above. Customer shall not: (a) copy, reproduce or duplicate the VPM System or website or any software related thereto for any purposes; (b) modify, disassemble, reverse engineer, decompile or prepare derivative works of the VPM System or website or any software related thereto, or in any way use the VPM System to assist in developing any competing product or service; (c) rent, sublicense, assign, transfer, or grant any third party any rights in the VPM System or website or any software related thereto; or (d) use, adopt or attempt to register anywhere in the world, whether alone or together with any other mark, symbol or name, "Virtual Project Manager." The VPM Service is intended for access and use by means of Web browsing software, and VPM does not commit to support Web browsing platforms or guarantee that the VPM System will be compatible with all browsing platforms.
3. **Passwords and Login.** All access to the VPM System shall be by password, and each Authorized User shall have his or her own uniquely identifiable login and password. Authorized Users shall not share their logins or passwords with other persons or provide online access to VPM for any other person without VPM's prior written consent. Customer agrees to notify VPM promptly if it has any reason to believe that any third party has unauthorized access to such information. Customer shall be solely responsible for any and all use of the VPM System occurring under its Authorized Users' logins and passwords and for each Authorized User's compliance with the terms of this Agreement and the TOS. VPM reserves the right to suspend or terminate an Authorized User's access to the VPM System if such Authorized User violates any of the terms of this Agreement or the TOS.
4. **Terms of Service.** The VPM System is provided subject to the terms and conditions of this Agreement.
5. **Customer Data; No Loading of Personal Information.** All Customer Data shall be owned by Customer. Customer and its Authorized Users are solely responsible for any Customer Data posted or uploaded into the VPM Service or transmitted via the VPM System. VPM does not control and does not make any representations or warranties whatsoever regarding the Customer Data. Customer agrees that it shall be responsible for and bear all risks associated with the accuracy, integrity, completeness, or quality of Customer Data. Neither Customer nor any Authorized User shall load into the VPM System any "personally identifiable information" or "sensitive personal information" as such terms are defined in applicable state or Federal privacy laws or any "personal information" as defined in the EU General Data Protection Regulation (to the extent it is applicable). VPM reserves the right to delete from the VPM System any Customer Data that violates the terms of this Agreement.

6. Representations and Warranties; Indemnification. Each party represents and warrants that (a) the making, execution and performance of this Agreement on behalf of such party has been duly authorized by all necessary company or governmental action, and no consent from any third party is required for such party to enter into this Agreement or perform its obligations hereunder, and (b) the individual executing this Agreement on behalf of such party has been duly authorized to do so. VPM represents and warrants to Customer that it has the right to grant Customer access to the VPM System as contemplated in this Agreement, and the VPM System does not infringe the Intellectual Property Rights (as defined below) of any third party. Customer represents and warrants to VPM that it has all required legal and other rights to load Customer Data into the VPM System and otherwise use such data in connection with the VPM System, that such actions will not violate any applicable laws or infringe the Intellectual Property Rights or privacy or other rights of any third party. In accordance with the laws of the State of North Dakota, immunities and limitations available to the Customer under the Maine Tort Claims Act, 14 M.R.S.A. Sec. 1801, et seq. or other applicable law, each party ("Indemnifying Party") agrees to indemnify, defend and hold harmless the other party and its owners, members, managers, directors, employees and agents from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, arising out of third party claims alleging or based on the breach of any representation or warranty made in this Paragraph 6 by the Indemnifying Party hereunder.

7. Modifications of VPM System. VPM reserves the right at any time to revise and modify the VPM System and alter its features, specifications, capabilities and/or functions, without the consent of or notice to Customer or any Authorized User.

8. System Maintenance; Downtime. Customer acknowledges and agrees that (i) it may be necessary to take down the VPM System and Website from time to time or on a periodic basis for maintenance or to resolve technical problems, upgrade software, or otherwise help ensure the reliable and efficient operation of the VPM System, and (ii) due to the foregoing or due to power interruptions, communication systems failures or other conditions outside VPM's control, the VPM System may occasionally be unavailable. Customer waives any and all claims against VPM arising from any such availability. VPM will use reasonable efforts to minimize the time during which the VPM System is down for such reasons.

9. Payment of Fees; Taxes. In consideration of the rights granted by VPM under this Agreement, Customer agrees to pay VPM the fees set forth in the Specific Terms or otherwise agreed to by the parties. All fees are due within 30 days of receipt of an invoice. All fees are deemed fully earned when due or upon invoicing and will not be prorated or refunded if this Agreement is terminated or expires except as expressly set forth in the Specific Terms. Overdue amounts shall, at VPM's option, accrue interest at the rate of 1.5% per month. Fees payable under this Agreement are net amounts and do not include sales, use, value-added, or any other taxes except for income taxes levied on VPM with respect to such fees. All such taxes will be the responsibility of and paid or reimbursed by Customer.

10. Limitation on Warranties. THE VPM SYSTEM AND WEBSITE, AND THE SERVICES AND CUSTOMER DATA AVAILABLE THERE, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. VPM DOES NOT WARRANT THAT THE VPM SYSTEM OR ANY VPM DATA OR CUSTOMER'S ACCESS THERETO WILL BE ERROR-FREE OR UNINTERRUPTED, OR THAT CUSTOMER DATA WILL BE ACCURATE, COMPLETE, ERROR-FREE OR UNCORRUPTED, AND HEREBY DISCLAIMS ANY AND ALL LIABILITY ON ACCOUNT THEREOF.

11. Limitation of Liability. IN NO EVENT SHALL VPM, ITS MEMBERS, MANAGERS, EMPLOYEES, CONTRACTORS OR OTHER REPRESENTATIVES BE LIABLE UNDER ANY THEORY, INCLUDING BUT NOT LIMITED TO CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE) OR PRODUCT LIABILITY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION ANY LOSS OF PROFITS OR DATA, BUSINESS INTERRUPTION, OR OTHER PECUNIARY LOSS), ARISING FROM OR RELATING TO THE USE OF OR INABILITY TO USE THE VPM SYSTEM OR ANY VPM DATA OR FROM ERRORS, OMISSIONS OR OTHER INACCURACIES IN ANY VPM DATA ACCESSED THROUGH THE VPM SYSTEM, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT PREJUDICE TO THE FOREGOING LIMITATIONS, THE AGGREGATE LIABILITY OF VPM TO CUSTOMER UNDER THIS AGREEMENT UNDER ANY AND ALL THEORIES, INCLUDING BUT NOT LIMITED TO CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), OR PRODUCT LIABILITY, SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER TO VPM UNDER THIS AGREEMENT DURING THE IMMEDIATELY PRECEDING TWELVE MONTH PERIOD.

12. Intellectual Property Ownership. VPM and its licensors, where applicable, own all right, title and interest, including all Intellectual Property Rights, in and to the VPM System, all content provided on the VPM System website and all underlying software used in connection with the VPM System. This Agreement is not a sale and does not convey you any rights of ownership in any of the foregoing. The "VPM" and "Virtual Project Manager" name, logo and taglines, including but not limited to "Built by Cities for Cities" and "Built for Municipalities by Municipalities" are trademarks of VPM and no right or license is granted to use them. If Customer or any Authorized User gives VPM verbal or written feedback regarding the VPM System, Customer agrees that VPM will have a perpetual, unrestricted, assignable and royalty-free license and right to use and incorporate some or all of such feedback into the VPM System or other product or service offered by VPM. As used herein, "Intellectual Property Rights" means all present and future worldwide copyrights, trademarks, trade secrets, patents, patent applications, moral rights, contract rights, and other proprietary rights.

13. Term and Termination. The initial term of this Agreement is set forth on the Specific Terms. Unless otherwise provided in the Specific Terms, the term shall automatically renew for successive periods equal to the initial term; provided, however, either party may terminate this Agreement at any time for any reason by giving the other party at least sixty (60) days prior written notice. This Agreement may also be terminated by either party if the other party breaches any provision of this Agreement and does not cure the breach, if curable, within twenty (20) days after written notice thereof specifying the default.

14. Effect of Termination. Upon termination or expiration of this Agreement for any reason, all rights granted by VPM under this Agreement, including the right to access the VPM System, will immediately cease. Upon termination or expiration of this Agreement, all unpaid fees invoiced and owed by Customer shall be due and payable immediately, and no prepaid fees shall be refunded except as expressly provided in the Specific Terms. In addition, following termination or expiration of this Agreement, VPM shall maintain all Customer Data for at least ninety (90) days to allow Customer to retrieve all data prior to deleting some or all Customer Data from its systems.

15. Use of Customer Name. VPM shall have the right to identify Customer as a customer of the VPM System, and use Customer's name and logo, on VPM's website and in other marketing materials pertaining to the VPM System.

16. Communications with Users; Marketing. Subject to VPM's privacy policy in effect from time to time and applicable law, unless Customer has opted out of receiving such communications, Customer

agrees that VPM will have the right to (a) transmit or cause to be transmitted to Customer and its Authorized Users (unless they have opted out) marketing and related communications from VPM relating to its products and services, and (b) transmit or permit to be transmitted to Customer and its Authorized Users (unless they have opted out) marketing and related communications from VPM's affiliates and/or business partners relating to their products and services. Customer and its Authorized Users may opt out of receiving some or all of these communications at that time by changing preferences or through email notification of VPM. Because the VPM System is a hosted, online application, VPM may occasionally need to communicate with all Authorized Users, whether or not they have opted out, due to important announcements regarding the operation of or modifications to the VPM System.

17. Miscellaneous. This Agreement (including the Specific Terms) constitute the entire agreement between the parties regarding the subject matter hereof and supersede all prior or contemporaneous agreements, understandings, proposals, and communication, whether written or oral. This Agreement may be amended only by a written document signed by both parties. This Agreement will be governed by the laws of the State of North Dakota. Any action or proceeding arising from or relating to this Agreement shall be brought in a federal or state court in Ward County, North Dakota, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. If any legal action is brought to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive, in any bankruptcy case, arbitration proceeding or court case. Customer may not assign any of its rights or obligations under this Agreement without VPM's prior written consent. This Agreement may be executed manually or by facsimile in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument. The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. Any delay in the performance of any duties or obligations of either party will not be considered a breach of this Agreement if such delay is caused by a local, regional or national communications or power failure or interruption, labor dispute, shortage of materials, database corruption, fire, earthquake, flood, or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the circumstances causing the delay and to resume performance as soon as possible. The parties do not intend by this Agreement to confer any right or remedy on any third party. The provisions of Sections 2, 6, 10, 11, 12, 14 and 16, and any other provisions of this Agreement that should reasonably be expected to survive, shall survive the termination or expiration of this Agreement. Each party acknowledges and agrees that remedies at law for a breach or threatened breach of any of the provisions of this Agreement may be inadequate and, in recognition of this fact, each party agrees that in addition to any remedies at law (including, without limitation, damages), equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or any other equitable remedy shall be available in the event of a breach or threatened breach of this Agreement.



TO: Mayor Ross
Members of the City Council

FROM: Doug Diedrichsen, Principal Planner

DATE: April 7, 2025

SUBJECT: CASE #2025-12 - CLAUSON ADDITION - MINOR PLAT

I. RECOMMENDED ACTION

It is recommended City Council approve the proposed minor subdivision plat as provided in Attachment A.

II. DEPARTMENT CONTACT PERSONS

Doug Diedrichsen, Principal Planner, 701-857-4122

Brian Billingsley, Community Development Director, 701-857-4122

III. DESCRIPTION

A. Background

Consider Approval of a minor subdivision plat to subdivide a single lot into two.

B. Proposed Project

The legal description is Outlot 2 of SWSW Less Rd S3-155-83.

The address is unassigned.

C. Recommendation Detail

It is recommended City Council approve the proposed minor subdivision plat as provided in Attachment A.

IV. IMPACT

A. Aspirations

Dynamic and Flourishing

B. Service/Delivery Impact:

The plat will subdivide one lot into two.

C. Fiscal Impact

N/A

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

Council may approve with conditions or deny the request. Any denial may delay the development prospects of the applicant to move forward with their development as originally intended.

CLAUSON ADDITION TO THE CITY OF MINOT, NORTH DAKOTA

BEING ALL OF OUTLOT 2, LYING IN THE SW $\frac{1}{4}$ SW $\frac{1}{4}$,
SECTION 3, TOWNSHIP 155 N, RANGE 83 W,
TO THE CITY OF MINOT

DESCRIPTION:

Know all men by these presents that Melissa D. Maasjo & Clara Sue Price, being Owners and Proprietors, of Outlot 2, lying in the SW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 3, Township 155 N, Range 83 W, of the 5th Principal Meridian, to the City of Minot, North Dakota, being more particularly described as follows: Beginning at the Southwest Corner of Section 3, Township 155 N, Range 83 W, said Point also being the Southwest Corner of Outlot 2, lying in the SW $\frac{1}{4}$ SW $\frac{1}{4}$, Section 3, Township 155 N, Range 83 W, to the City of Minot, North Dakota, a Plat being on File at the Ward County Recorder's Office; Thence N 0°26'39" E, on the West Line, of said Outlot 2, a distance of 1320.82 FT, to the Northwest Corner, of said Outlot 2; Thence S 89°12'58" E, on the North Line, of said Outlot 2, a distance of 661.21 FT, to the Northeast Corner, of said Outlot 2; Thence S 0°25'55" W, on the East Line, of said Outlot 2, a distance of 1321.07 FT, to the Southeast Corner, of said Outlot 2; Thence N 89°11'40" W, on the South Line, of said Outlot 2, a distance of 661.49 FT, to the Point of Beginning.

Said described tract, of land contains 20.05 Acres more or less. Less the 40.00 FT Road Dedication shown on Plat as a hatched area. Have caused the same to be surveyed and platted as shown hereon, to be known as Clauson Addition, to the City of Minot, North Dakota, the owners hereunto affixed their signatures.

Melissa D. Maasjo
Melissa D. Maasjo

Clara Sue Price
Clara Sue Price

On this 14th Day of March, 2025, before me, a Notary Public in and for said State, Appeared Melissa D. Maasjo, well known to be the person described in the foregoing description and acknowledged to me that she executed the same on her own free act and deed.

My commission expires

KIMBERLY J P FLATEN
Notary Public
State of North Dakota
My Commission Expires May 31, 2027

Kimberly J P Flaten
Notary Public, State of North Dakota

On this 14th Day of March, 2025, before me, a Notary Public in and for said State, Appeared Clara Sue Price, well known to be the person described in the foregoing description and acknowledged to me that she executed the same on her own free act and deed.

My commission expires

KIMBERLY J P FLATEN
Notary Public
State of North Dakota
My Commission Expires May 31, 2027

Kimberly J P Flaten
Notary Public, State of North Dakota

SURVEYOR'S CERTIFICATE

I, Thomas R. Leshovsky, a duly Registered Professional Land Surveyor, do hereby certify that I have Surveyed and Platted, the Foregoing described land. That Lots, Distances, Areas and Locations as shown on the foregoing Plat and in the Description Thereof, are true and correct to the best of my Knowledge and Belief.

Thomas R. Leshovsky
Thomas R. Leshovsky P.L.S. #6134

STATE OF NORTH DAKOTA, COUNTY OF Ward

On this 13th Day of March, 2025, before me, a Notary Public in and for said State, Appeared Thomas R. Leshovsky, Registered Professional Land Surveyor, well known to be such, and acknowledged to me that he executed the foregoing Surveyor's Certificate as his own free act and deed.

KIMBERLY J P FLATEN
Notary Public
State of North Dakota
My Commission Expires May 31, 2027

Kimberly J P Flaten
Notary Public, State of North Dakota

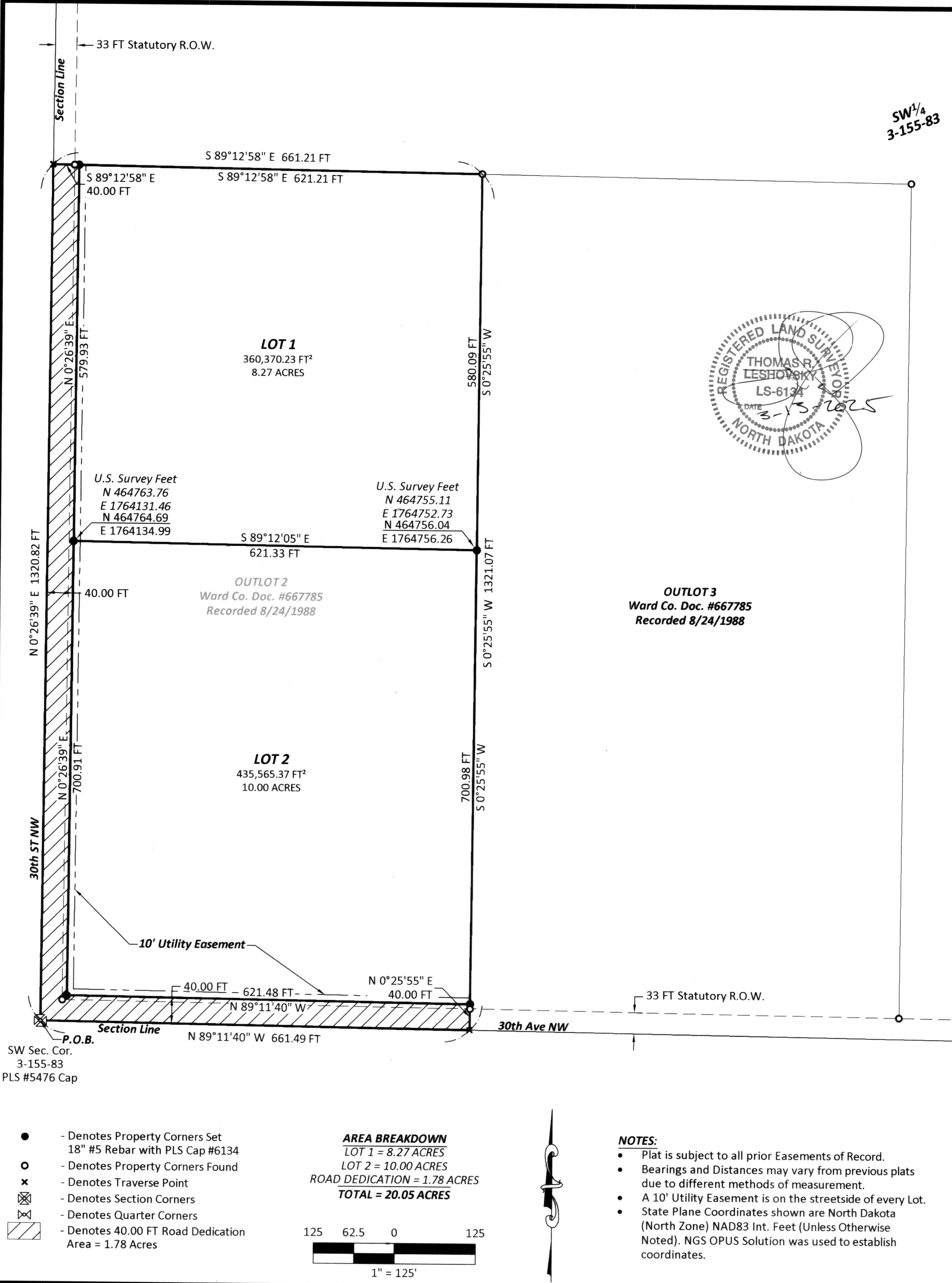
APPROVAL

I hereby certify that the Plat shown hereon has been approved by the Minot Planning Commission and the Minot City Council.

Approved: _____, 2025
Minot City Engineer



915 East 11th Street - PO Box 237 - Bottineau, ND 58318
110 8th Avenue Southwest - Minot, ND 58701
316 Eastdale Drive - PO Box 1277 - Bismarck, ND 58502





TO: Mayor Ross
Members of the City Council

FROM: Bryan Banfill, Public Works Director

DATE: April 7, 2025

SUBJECT: CITY TRANSIT RESOLUTION APPROVAL FOR FEDERAL FINANCIAL ASSISTANCE

I. RECOMMENDED ACTION

- 1. It is recommended City Council under *49 U.S.C. Chapter 53, title 23, United States Code*, grant the Transit Superintendent the approval authority to file various applications with the Federal Transit Administration;**
- 2. Authorize the Transit Superintendent to execute grant and cooperative agreements with the Federal Transportation Administration on behalf of the City;**
- 3. Approve the Transit Superintendent to file the Annual Certifications and Assurances documentation along with other Federally required documentation; and**
- 4. Authorize the Mayor and staff to sign all applicable documentation.**

II. DEPARTMENT CONTACT PERSONS

Bryan Banfill, Public Works Director, 701-857-4112

III. DESCRIPTION

A. Background

The City of Minot relies heavily on federal assistance to maintain and develop its public transit system. This assistance, provided through various federal programs such as those administered by the Federal Transit Administration (FTA), is crucial for funding projects that improve transit infrastructure, enhance service delivery, and ensure compliance with safety and environmental standards. The Transit Superintendent plays a pivotal role in this process by overseeing the application and certification procedures required to secure these funds. By authorizing the Transit Superintendent to execute necessary documents and agreements, the city aims to streamline the process of obtaining federal support, thereby promoting efficient and sustainable transit operations for its residents.

B. Proposed Project

The City of Minot is seeking federal assistance to support and enhance its public transit system. To achieve this, the city will authorize the Transit Superintendent to apply for and manage the necessary federal funds. This includes overseeing the application process, submitting required documents, and ensuring compliance with federal standards. By obtaining these funds, Minot aims to maintain its current service delivery and promote sustainable operations for its residents.

C. Recommendation Detail

Per 49 U.S.C. Chapter 53, title 23, United States Code, and other federal statutes, the Transit Superintendent requires authorization by Council to proceed with filing applications for Federal Assistance on behalf of the City of Minot.

IV. IMPACT

A. Aspirations

Excellent & Connected: Minot is fiscally responsible, provides quality services, and engages with community members and strategic partners who address broader needs.

B. Service/Delivery Impact:

Federal funding grants substantially offset local cost shares: (2024 -- \$841,550 Federal Funding / \$656,469 local share)

C. Fiscal Impact

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

Council could elect not to approve the resolution and authorize the Transit Superintendent to file appropriate documentation on behalf of the City, which would place the cost share solely on the City of Minot to cover all future expenses.

Resolution No.

Resolution authorizing the filing of applications with the Federal Transit Administration, an operating administration of the United States Department of Transportation, for federal transportation assistance authorized by 49 U.S.C. Chapter 53; title 23, United States Code, or other federal statutes administered by the Federal Transit Administration.

WHEREAS, the Federal Transit Administrator has been delegated authority to award federal financial assistance for a transportation project;

WHEREAS, the grant or cooperative agreement for federal financial assistance will impose certain obligations upon the applicant, and may require the applicant to provide the local share of the project cost;

WHEREAS, the applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MINOT

1. That the Transit Superintendent is authorized to execute and file an application for federal assistance on behalf of the City of Minot with the Federal Transit Administration for federal assistance authorized by 49 U.S.C. Chapter 53, title 23, United States Code, or other federal statutes authorizing a project administered by the Federal Transit Administration. (If the applicant is requesting Urbanized Area Formula Program assistance authorized by 49 U.S.C. 5307, either alone or in addition to other federal assistance administered by the Federal Transit Administration, the resolution should state whether the applicant is the designated recipient as defined by 49 U.S.C. 5307(a)(2), or whether the applicant has received authority from the designated recipient to apply for Urbanized Area Formula Program assistance.)
2. That the Transit Superintendent is authorized to execute and file with its applications the annual certifications and assurances and other documents the Federal Transportation Administration requires before awarding a federal assistance grant or cooperative agreement.
3. That the Transit Superintendent is authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of the City of Minot.



P.O. Box 5006, Minot ND, 58702



minotnd.gov



701.857.4148



1025 31st Street Southeast,
Minot ND, 58701

CERTIFICATION

The undersigned duly qualified Mayor, acting on behalf of the City of Minot, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Minot City Council held on _____.

(Signature of Recording Officer)

(Title of Recording Officer)

(Date)



TO: Mayor Ross
Members of the City Council

FROM: Jesse Hoffart, Project Manager

DATE: April 7, 2025

SUBJECT: 2025 WASHINGTON SRTS CONSULTANT SELECTION (4720)

I. RECOMMENDED ACTION

- 1. It is recommended City Council select Moore Engineering as the most qualified consultant;**
- 2. Authorize the City Engineer to negotiate a scope and fee; and**
- 3. Authorize the Mayor to sign the agreement.**

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer, 701-857-4100
Jesse Hoffart, Project Manager, 701-857-4117

III. DESCRIPTION

A. Background

In August 2022, with approval by the City Council, the City of Minot applied for Transportation Alternative funds to provide safe routes to Washington elementary school by constructing sidewalk pathways along 17th Ave SE from Broadway to 2nd St SE, and on 18th Ave SE from 2nd St SE to 6th St SE. This connection will promote and improve the ability for elementary students to walk and bicycle to and from school. Furthermore, the construction of the sidewalks will enhance overall pedestrian traffic in the vicinity with the new walks, curb ramps and crosswalks being ADA compliant with current standards.

B. Proposed Project

The Engineering Department received two submissions of qualifications - one from Ackerman-Estvold, and another from Moore Engineering. A selection committee comprised of the engineering project manager, project civil engineer, traffic engineer, NDDOT Assistant District Engineer, and Alderwoman Olson reviewed submitted qualifications and interviewed the firms for the project. Based on the interview score, the committee selected Moore Engineering as the most qualified firm for this project.

C. Recommendation Detail

Moore Engineering was selected using a qualifications-based selection process.

IV. IMPACT

A. Aspirations

Safe & Welcoming – This project is meant to provide a safe pedestrian pathway to school for children in our community, as well as for any other residents that wish to use the pathway. Any pedestrians in these areas will be able to use the pathway instead of walking on the street.

B. Service/Delivery Impact:

During construction, minor impacts from construction will be experienced by the nearby residents. These impacts will be properly communicated and coordinated with property owners.

C. Fiscal Impact

The scope and fee will be negotiated based on the City's engineering fee policy. Funds for consultant engineering were placed in the 2025 budget.

VI. ALTERNATIVES

1. Council could select a different consultant. A finding would need to be identified to justify the selection of a different consultant.
2. Council could reject all solicitations and re-advertise for a consultant.



TO: Mayor Ross
Members of the City Council

FROM: Jesse Hoffart, Project Manager

DATE: April 7, 2025

SUBJECT: 2025 WASHINGTON SRTS - AWARD OF BID (4720)

I. RECOMMENDED ACTION

1. It is recommended that Council award the bid for the 2025 Washington SRTS project to the low bidder, Keller Paving & Landscaping Inc., in the amount of \$847,066.33, contingent upon the NDDOT's review of DBE requirements; and
2. Authorize the Council President to sign the agreement upon concurrence of award from the North Dakota Department of Transportation (NDDOT).

II. DEPARTMENT CONTACT PERSONS

Jesse Hoffart, Project Manager, 701-857-4117
Lance Meyer, City Engineer, 701-857-4100

III. DESCRIPTION

A. Background

In August 2022, with approval by the City Council, the City of Minot applied for Transportation Alternative funds to provide safe routes to Washington Elementary School by constructing sidewalk pathways along 17th Ave SE from Broadway to 2nd St SE, and on 18th Ave SE from 2nd St SE to 6th St SE. This connection will promote and improve the ability for elementary students to walk and bicycle to and from school. Furthermore, the construction of the sidewalks will enhance overall pedestrian traffic in the vicinity with the new walks, curb ramps, and crosswalks being ADA compliant with current standards.

B. Proposed Project

The project includes installing new sidewalks where there is currently no sidewalk. New sidewalks will tie into the existing network of sidewalks to provide transportation to and from Washington Elementary. The project also includes signs, pavement markings, and ADA ramps. The project will install new sidewalks in the following locations:

1. North side of 17th Ave SE, from S Broadway to 2nd St SE
2. Both sides of 18th Ave SE, from 2nd St SE to 6th St SE

C. Recommendation Detail

On Friday, March 21, at 9:30 AM, bids were opened for the 2025 Washington SRTS project (NDDOT TAU-4-989(131)). Below is a bid tabulation summary that shows the bid comparisons as they relate to the Engineer's Estimate:

Engineer's Estimate	\$ 840,666.25
<u>Bidder</u>	<u>Bid Total</u>
Keller Paving & Landscaping, Inc.	\$ 847,066.33
Strata Corporation	\$ 883,277.29
Ti-Zack Concrete, LLC	\$ 908,955.53
Winn Construction, Inc.	\$ 1,061,583.95

The Engineering Department recommends that the 2025 Washington SRTS project be award to Keller Paving and Landscaping, Inc. with their bid of \$847,066.33, which is 0.76% above the Engineer's Estimate. This recommendation is contingent upon Keller Paving passing the NDDOT's Disadvantaged Business Enterprise (DBE) program requirements.

IV. IMPACT

A. Aspirations

Excellent and Connected – This project directly addresses what residents have said they wanted to see: improvements to the sidewalk network.

B. Service/Delivery Impact:

During construction, minor impacts from construction will be experienced by the nearby residents. These impacts will be properly communicated and coordinated with property owners.

C. Fiscal Impact

The project is part of a NDDOT TA grant that is funded 80.93% for all items eligible for federal aid, with the remaining 19.07% as local share. The cost breakdown is as follows:

<u>Project Costs</u>	
Contract Amount	\$ 847,066.33
NDDOT Cost Share	\$ 685,530.78
City Cost Share of Construction	\$ 161,535.55
<u>Project Funding</u>	
2025 Sales Tax Improvements Funding (10038000-44506)	\$390,000.00

VI. ALTERNATIVES

City Council could choose to reject the bid and delay the installation of new sidewalks for Washington Elementary School.

March 21, 2025

Lance Meyer
City Engineer
PO Box 5006
Minot, ND 58702

PROJECT: TAU-4-989(131), PCN 23916 - WARD CO; 17TH AVE SW, US 83 TO 1ST ST SW; 17TH AVE SE, NEAR 1ST ST SE TO 2ND ST SE; 18TH AVE SE, 2ND ST SE TO 6TH ST SE – MINOT

Dear Mr. Meyer;

Bids for the construction on the above noted project were taken at our bid opening of March 21, 2025. A copy of the Contract Detail Estimate and Abstract of Bids are enclosed.

The low bid for NEW SIDEWALK, CURB RAMPS, AND DRIVEWAYS was submitted by Keller Paving & Landscaping Inc of Minot, ND in the amount of \$847,066.33. According to the agreement with the City of Minot, the City's share for **TAU-4-989(131)** is estimated to be \$161,535.55. Federal Funds obligated for this project shall not exceed 80.93 percent of the total eligible project cost. The balance of the project cost is the obligation of the City.

The Department will review the low bidder's proposal to assure that the Disadvantaged Business Enterprise Program requirements have been met. Upon review of the contractor's Disadvantaged Business Enterprise Program, the Department will advise you via email whether this project may be awarded. The City must award the contract before the Department will concur in the award; therefore, the City must notify the Department in writing as soon as possible after the award is made. Contracts cannot be executed prior to the date of the Department's concurrence.

Questions should be addressed to the Construction Services Division at 701-328-2566.

Sincerely,



Phillip Murdoff, PE
Construction Services Engineer

80/pm/jmm
Enclosure

North Dakota **FEDERAL AID**

Project Number: **TAU-4-989(131)**

PCN: **23916**

Job Number: **23916**

Bid Opening Date: **3/21/2025**

English/Metric: **ENGLISH**

Signed Date:

Contract with **KELLER PAVING & LANDSCAPING INC MINOT, ND**

County(s): **WARD**

Location: **17TH AVE SW, US 83 TO 1ST ST SW; 17TH AVE SE, NEAR 1ST ST SE TO 2ND ST SE; 18TH AVE SE, 2ND ST SE TO 6TH ST SE - MINOT**

North Dakota **FEDERAL AID**Bid Opening Date: **3/21/2025**Project Number: **TAU-4-989(131)**PCN: **23916**Job Number: **23916**English/Metric: **ENGLISH**Roadway: **URBAN****LRS_ID L677_101M 0.9147 TO 0.9723****LRS_ID L676_101M 0.0277 TO 0.1247****LRS_ID L20279_101M 0.1273 TO 0.3721**Type: **SIDEWALK, CURB RAMPS, & DRIVEWAY**Participating: **Y**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
103	0100	CONTRACT BOND	1.000	L SUM	\$3,450.00	\$3,450.00
201	0330	CLEARING & GRUBBING	1.000	L SUM	\$13,000.00	\$13,000.00
202	0114	REMOVAL OF CONCRETE PAVEMENT	1,034.000	SY	\$19.75	\$20,421.50
202	0130	REMOVAL OF CURB & GUTTER	1,300.000	LF	\$11.85	\$15,405.00
202	0132	REMOVAL OF BITUMINOUS SURFACING	909.000	SY	\$40.00	\$36,360.00
203	0103	COMMON EXCAVATION-TYPE C	338.000	CY	\$51.50	\$17,407.00
203	0119	TOPSOIL-IMPORTED	568.000	CY	\$58.00	\$32,944.00
251	0300	SEEDING CLASS III	0.703	ACRE	\$20,500.00	\$14,411.50
253	0200	HYDRAULIC MULCH	3,409.000	SY	\$1.03	\$3,511.27
261	0112	FIBER ROLLS 12IN	200.000	LF	\$4.76	\$952.00
261	0113	REMOVE FIBER ROLLS 12IN	200.000	LF	\$3.55	\$710.00
302	0120	AGGREGATE BASE COURSE CL 5	831.000	TON	\$34.25	\$28,461.75
430	0500	COMMERCIAL GRADE HOT MIX ASPHALT	160.000	TON	\$232.62	\$37,219.20
702	0100	MOBILIZATION	1.000	L SUM	\$93,500.00	\$93,500.00
704	1000	TRAFFIC CONTROL SIGNS	1,103.000	UNIT	\$4.20	\$4,632.60
704	1051	TYPE II BARRICADE	13.000	EA	\$521.52	\$6,779.76
704	1052	TYPE III BARRICADE	3.000	EA	\$300.50	\$901.50
704	1058	PEDESTRIAN WALKWAY	298.000	LF	\$14.50	\$4,321.00
704	1060	DELINEATOR DRUMS	238.000	EA	\$32.25	\$7,675.50
704	1067	TUBULAR MARKERS	165.000	EA	\$19.00	\$3,135.00
704	1500	OBLITERATION OF PAVEMENT MARKING	227.000	SF	\$7.25	\$1,645.75
704	2108	TEMPORARY CURB RAMP	13.000	EA	\$571.00	\$7,423.00
708	1540	INLET PROTECTION-SPECIAL	5.000	EA	\$486.00	\$2,430.00
708	1541	REMOVE INLET PROTECTION-SPECIAL	5.000	EA	\$94.75	\$473.75
722	3455	CASTING INLET-TYPE 1	3.000	EA	\$3,050.50	\$9,151.50
722	3457	CASTING INLET-TYPE 1-DOUBLE	1.000	EA	\$2,506.00	\$2,506.00
722	6140	ADJUST GATE VALVE BOX	3.000	EA	\$345.00	\$1,035.00
724	0275	REMOVE & REPLACE GATE VALVE BOX	2.000	EA	\$1,630.00	\$3,260.00
724	1035	SPRINKLER RELOCATION	1.000	L SUM	\$7,135.00	\$7,135.00
748	0100	CURB & GUTTER	1,300.000	LF	\$61.25	\$79,625.00
748	0520	CURB-TYPE I	228.000	LF	\$107.00	\$24,396.00
748	1030	VALLEY GUTTER 72IN	113.000	SY	\$152.00	\$17,176.00
750	0030	PIGMENTED IMPRINTED CONCRETE	56.000	SY	\$151.00	\$8,456.00
750	0115	SIDEWALK CONCRETE 4IN	1,453.000	SY	\$110.50	\$160,556.50
750	0140	SIDEWALK CONCRETE 6IN	436.000	SY	\$122.50	\$53,410.00
750	1000	DRIVEWAY CONCRETE	528.000	SY	\$148.00	\$78,144.00
750	2115	DETECTABLE WARNING PANELS	316.000	SF	\$91.75	\$28,993.00
754	0110	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	18.000	SF	\$108.00	\$1,944.00
754	0206	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	16.000	LF	\$28.00	\$448.00
754	0593	RESET SIGN SUPPORT	3.000	EA	\$105.75	\$317.25
762	1270	PREFORMED THERMO PLASTIC PVMT MK 24IN LINE	216.000	LF	\$12.00	\$2,592.00

CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

North Dakota **FEDERAL AID**

Project Number: **TAU-4-989(131)**

PCN: **23916**

Job Number: **23916**

Bid Opening Date: **3/21/2025**

English/Metric: **ENGLISH**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
970	0365	SHELTER	1.000	EA	\$10,750.00	\$10,750.00
Subtotal						\$847,066.33
Eng and Contg						\$0.00
Total						\$847,066.33

Length **0.3100 Miles**

		Construction
Estimated Cost		\$847,066.33
TAU FEDERAL FUNDS	80.93%	\$685,530.78
TAU MINOT CITY FUNDS	19.07%	\$161,535.55

Summary for Project

Length	0.3100 Miles	WARD	0.3100 Miles
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Estimated Total Construction Cost:	\$847,066.33
Estimated Total Eng and Contg:	\$0.00

		Construction	Total
Estimated Cost		\$847,066.33	\$847,066.33
TAU FEDERAL FUNDS		\$685,530.78	\$685,530.78
TAU MINOT CITY FUNDS		\$161,535.55	\$161,535.55

DOT TO MAKE CONTRACTOR PAYMENTS
NO CONSTRUCTION ENGINEERING REQUESTED
TA FEDERAL FUNDS ARE NOT LIMITED

ND DEPARTMENT OF TRANSPORTATION				SHEET NO 1 OF 2		ABSTRACT OF BIDS RECEIVED				
PROJECT NO. TAU-4-989(131)				NO. 23916	BIDDER ENGINEERS ESTIMATE		BIDDER KELLER PAVING & LAND SCAPING INC		BIDDER STRATA CORPORATION	
COUNTY & DATE WARD (101) MAR 21, 2025 09:30AM							MINOT, ND		GRAND FORKS, ND	
LENGTH & TYPE 0.310 MINOT - 17TH AVE SW, 17TH & 18TH AVE SE										
COMPLETION TIME 08/15/25 NEW SIDEWALK, CURB RAMPS, AND DRIVEWAY					C.C. CHECK RANK 00		C.C. BOND RANK 01		C.C. BOND RANK 02	
SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT	
103	CONTRACT BOND	L SUM	1000	1200000	1200000	3450000	3450000	4400000	4400000	
201	CLEARING & GRUBBING	L SUM	1000	1200000	1200000	13000000	13000000	6000000	6000000	
202	REMOVAL OF CONCRETE PAVEMENT	SY	1034000	29000	2998600	19750	2042150	27000	2791800	
202	REMOVAL OF CURB & GUTTER	LF	1300000	12000	1560000	11850	1540500	25000	3250000	
202	REMOVAL OF BITUMINOUS SURFACING	SY	909000	32500	2954250	40000	3636000	35000	3181500	
203	COMMON EXCAVATION-TYPE C	CY	338000	46000	1554800	51500	1740700	58000	1960400	
203	TOPSOIL-IMPORTED	CY	568000	51000	2896800	58000	3294400	52000	2953600	
251	SEEDING CLASS III	ACRE	703	5500000	386650	20500000	1441150	16880000	1186664	
253	HYDRAULIC MULCH	SY	3409000	1700	579530	1030	351127	850	289765	
261	FIBER ROLLS 12IN	LF	200000	10000	2000000	4760	95200	3850	77000	
261	REMOVE FIBER ROLLS 12IN	LF	200000	2500	500000	3550	71000	800	16000	
302	AGGREGATE BASE COURSE CL 5	TON	831000	46000	3822600	34250	2846175	40000	3324000	
430	COMMERCIAL GRADE HOT MIX ASPHALT	TON	160000	395000	6320000	232620	3721920	350000	5600000	
702	MOBILIZATION	L SUM	1000	75000000	75000000	93500000	93500000	121670000	121670000	
704	TRAFFIC CONTROL SIGNS	UNIT	1103000	3400	3750200	4200	4632600	3000	3309000	
704	TYPE II BARRICADE	EA	13000	85000	1105000	521520	6779760	70000	910000	
704	TYPE III BARRICADE	EA	3000	100000	300000	300500	90150	90000	27000	
704	PEDESTRIAN WALKWAY	LF	298000	15000	4470000	14500	432100	16500	491700	
704	DELINEATOR DRUMS	EA	238000	29000	6902000	32250	767550	20000	476000	
704	TUBULAR MARKERS	EA	165000	5750	948750	19000	313500	5000	82500	
704	OBLITERATION OF PAVEMENT MARKING	SF	227000	3000	681000	7250	164575	6000	136200	
704	TEMPORARY CURB RAMP	EA	13000	575000	747500	571000	742300	525000	682500	
708	INLET PROTECTION-SPECIAL	EA	5000	375000	187500	486000	243000	185000	92500	
708	REMOVE INLET PROTECTION-SPECIAL	EA	5000	70000	350000	94750	47375	25000	12500	
722	CASTING INLET-TYPE 1	EA	3000	1400000	4200000	3050500	915150	2600000	7800000	
722	CASTING INLET-TYPE 1-DOUBLE	EA	1000	2500000	2500000	2506000	2506000	3500000	3500000	
722	ADJUST GATE VALVE BOX	EA	3000	1000000	3000000	345000	103500	1000000	3000000	
724	REMOVE & REPLACE GATE VALVE BOX	EA	2000	4000000	8000000	1630000	326000	3500000	7000000	
724	SPRINKLER RELOCATION	L SUM	1000	35000000	35000000	7135000	7135000	6000000	6000000	
748	CURB & GUTTER	LF	1300000	70000	91000000	61250	7962500	58000	7540000	
748	CURB-TYPE I	LF	228000	58000	1322400	107000	2439600	81000	1846800	
748	VALLEY GUTTER 72IN	SY	113000	145000	1638500	152000	1717600	199000	2248700	
750	PIGMENTED IMPRINTED CONCRETE	SY	56000	142000	795200	151000	845600	177000	991200	
750	SIDEWALK CONCRETE 4IN	SY	1453000	106000	15401800	110500	16055650	93000	13512900	
750	SIDEWALK CONCRETE 6IN	SY	436000	155000	6758000	122500	5341000	153000	6670800	
750	DRIVEWAY CONCRETE	SY	528000	155000	8184000	148000	7814400	153000	8078400	
750	DETECTABLE WARNING PANELS	SF	316000	50000	1580000	91750	2899300	85000	2686000	
754	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	SF	18000	40000	720000	108000	194400	29000	52200	
754	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	LF	16000	38000	608000	28000	44800	27000	43200	
754	RESET SIGN SUPPORT	EA	3000	350000	1050000	105750	31725	170000	51000	
762	PREFORMED THERMO PLASTIC PVMT MK 24IN LINE	LF	216000	50000	10800000	12000	259200	10000	216000	
970	SHELTER	EA	1000	20000000	20000000	10750000	10750000	14000000	14000000	
TOTAL					84066625		84706633		88327729	
							NO LIMIT		NO LIMIT	
ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION				AWARD TO: KELLER PAVING & LANDSCAPING INC				WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.		
Deputy Director For Engineering:										
15				DATE OF AWARD				DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering		

ND DEPARTMENT OF TRANSPORTATION				SHEET NO. 2 OF 2		ABSTRACT OF BIDS RECEIVED					
PROJECT NO. TAU-4-989(131)				NO. 23916		BIDDER TI-ZACK CONCRETE LLC		BIDDER WINN CONSTRUCTION INC		BIDDER	
COUNTY & DATE WARD (101) MAR 21, 2025 09:30AM						LE CENTER, MN		DICKINSON, ND			
LENGTH & TYPE MINOT - 17TH AVE SW, 17TH & 18TH AVE SE						C.C. BOND RANK 03		C.C. BOND RANK 04		C.C.	
COMPLETION TIME 08/15/25 NEW SIDEWALK, CURB RAMPS, AND DRIVEWAY											
SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
103	CONTRACT BOND	L SUM	1000	1150000	1150000	14500000	14500000				
201	CLEARING & GRUBBING	L SUM	1000	1725000	1725000	10500000	10500000				
202	REMOVAL OF CONCRETE PAVEMENT	SY	1034000	23150	2393710	38400	3970560				
202	REMOVAL OF CURB & GUTTER	LF	1300000	12280	1596400	16350	2125500				
202	REMOVAL OF BITUMINOUS SURFACING	SY	909000	21950	1995255	36000	3272400				
203	COMMON EXCAVATION-TYPE C	CY	338000	47220	1596036	48000	1622400				
203	TOPSOIL-IMPORTED	CY	568000	89350	5075080	83000	4714400				
251	SEEDING CLASS III	ACRE	703	19412000	1364664	5600000	393680				
253	HYDRAULIC MULCH	SY	3409000	980	334082	1250	426125				
261	FIBER ROLLS 12IN	LF	200000	4430	88600	7000	140000				
261	REMOVE FIBER ROLLS 12IN	LF	200000	920	18400	2500	50000				
302	AGGREGATE BASE COURSE CL 5	TON	831000	97890	8134659	68800	5717280				
430	COMMERCIAL GRADE HOT MIX ASPHALT	TON	160000	402500	6440000	445000	7120000				
702	MOBILIZATION	L SUM	1000	55710450	55710450	103860000	103860000				
704	TRAFFIC CONTROL SIGNS	UNIT	1103000	3450	380535	4500	496350				
704	TYPE II BARRICADE	EA	13000	80500	104650	80000	104000				
704	TYPE III BARRICADE	EA	3000	103500	31050	140000	42000				
704	PEDESTRIAN WALKWAY	LF	298000	18980	565604	33000	983400				
704	DELINEATOR DRUMS	EA	238000	23000	547400	38000	904400				
704	TUBULAR MARKERS	EA	165000	5750	94875	16000	264000				
704	OBLITERATION OF PAVEMENT MARKING	SF	227000	6900	156630	65000	1475500				
704	TEMPORARY CURB RAMP	EA	13000	603750	784875	800000	1040000				
708	INLET PROTECTION-SPECIAL	EA	5000	212750	106375	410000	205000				
708	REMOVE INLET PROTECTION-SPECIAL	EA	5000	28750	14375	170000	85000				
722	CASTING INLET-TYPE 1	EA	3000	2200000	660000	3600000	1080000				
722	CASTING INLET-TYPE 1-DOUBLE	EA	1000	1700000	170000	1400000	1400000				
722	ADJUST GATE VALVE BOX	EA	3000	266000	79800	310000	930000				
724	REMOVE & REPLACE GATE VALVE BOX	EA	2000	2875000	575000	1300000	2600000				
724	SPRINKLER RELOCATION	L SUM	1000	6900000	690000	9000000	900000				
748	CURB & GUTTER	LF	1300000	73650	9574500	82000	10660000				
748	CURB-TYPE I	LF	228000	62320	1420896	79000	1801200				
748	VALLEY GUTTER 72IN	SY	113000	256320	2896416	408000	4610400				
750	PIGMENTED IMPRINTED CONCRETE	SY	56000	192750	1079400	346000	1937600				
750	SIDEWALK CONCRETE 4IN	SY	1453000	114130	16583089	108000	15692400				
750	SIDEWALK CONCRETE 6IN	SY	436000	171780	7489608	116000	5057600				
750	DRIVEWAY CONCRETE	SY	528000	171780	9069984	136000	7180800				
750	DETECTABLE WARNING PANELS	SF	316000	63000	1990800	62000	1959200				
754	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	SF	18000	33350	60030	44000	79200				
754	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	LF	16000	31050	49680	30000	48000				
754	RESET SIGN SUPPORT	EA	3000	195500	58650	200000	60000				
762	PREFORMED THERMO PLASTIC PVMT MK 24IN LINE	LF	216000	11500	248400	15000	324000				
970	SHELTER	EA	1000	5175000	517500	18000000	1800000				
TOTAL					90895553		106158395				
				NO LIMIT		NO LIMIT					
ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering:				AWARD TO: KELLER PAVING & LANDSCAPING INC				WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.			
16				DATE OF AWARD				DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering			



TO: Mayor Ross
Members of the City Council

FROM: Stephen Joersz, Traffic Engineer

DATE: April 7, 2025

SUBJECT: TRAFFIC CONTROL CHANGE AT THE INTERSECTION OF 8TH STREET SE AND RIVERSIDE DRIVE

I. RECOMMENDED ACTION

It is recommended City Council pass an ordinance to add stop control for 8th Street SE at its intersection with Riverside Drive.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer, 701-857-4100
Stephen Joersz, Traffic Engineer, 701-857-4111
Doug Diedrichsen, Principal Planner, 701-857-4122

III. DESCRIPTION

A. Background

The property owner at 228 8th Street SE has inquired to the Planning Division about installing a privacy fence on the area of the property adjacent to the 8th Street SE and Riverside Drive intersection. A traffic intersection review was completed as part of this request to review and ensure that intersection safety would still be maintained if a privacy fence were installed at 228 8th Street SE, i.e., northwest corner of the 8th Street SE and Riverside Drive intersection.

While the intersection is currently unmarked; per the NDDOT Century Code, southbound 8th Street SE is to yield to Riverside Drive.

NDDOT Century Code 39-10-22.1: "If a vehicle approaches or enters an intersection that does not have an official traffic-control device and another vehicle approaches or enters from a different highway at approximately the same time, the driver of the vehicle on the left shall yield the right of way to the vehicle on the right. If the intersection is T-shaped and does not have an official traffic-control device, the driver of the vehicle on the terminating street or highway shall yield to the vehicle on the continuing street or highway."

Under 8th Street SE yield-controlled conditions, the approach sight distance required for viewing eastbound traffic on the through street (Riverside Drive) is inadequate for drivers on the terminating street (8th Street SE) to determine

potentially conflicting vehicles approaching the intersection. The existing house is an obstruction; the issue would be exacerbated with the addition of a privacy fence.

B. Proposed Project

The Engineering Department is proposing the addition of a stop sign for southbound 8th Street SE at its intersection with Riverside Drive. This addition would satisfy sight distance recommendations for a minor-roadway stop-controlled intersection.

C. Recommendation Detail

The Engineering Department and Planning Division are attempting to work with the 228 8th Street SE homeowner on ways to allow them to install a privacy fence. Changing the intersection traffic control is a step towards that project while also maintaining traffic safety for the general public.

IV. IMPACT

A. Aspirations

Safe and Welcoming

B. Service/Delivery Impact:

The change in traffic control ensures a safe intersection while also working with an adjacent homeowner on desired privacy.

C. Fiscal Impact

The stop signs will come out of the Traffic Department's inventory. The Traffic Department will perform the installation.

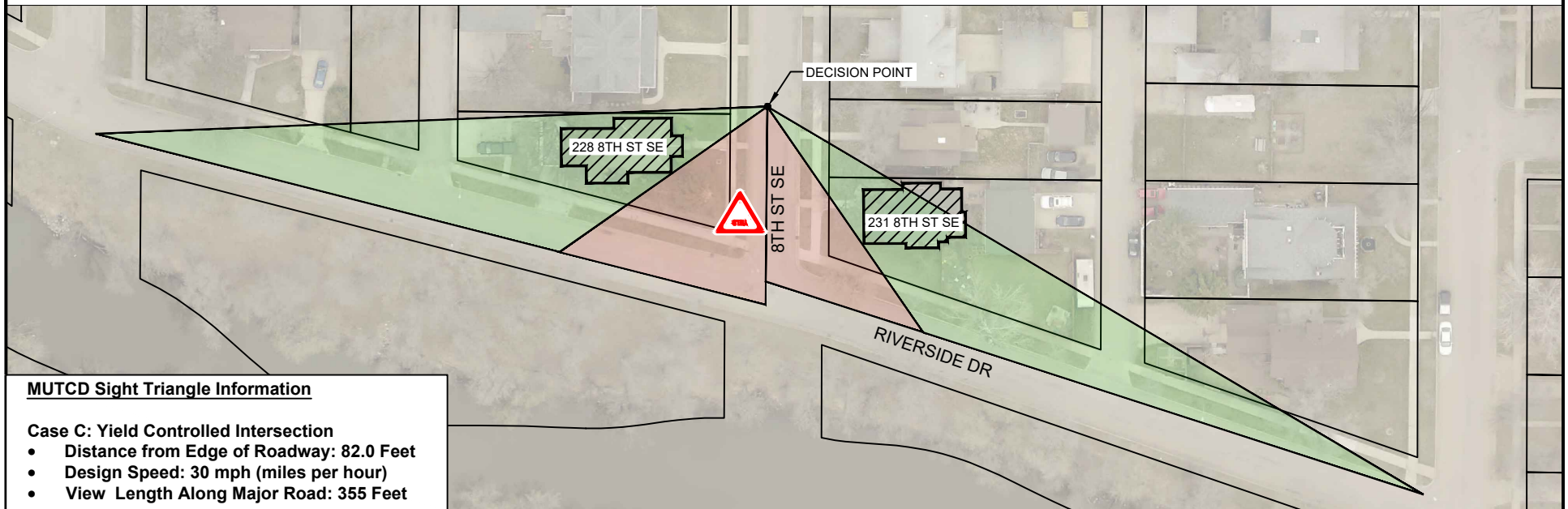
Project Costs

Traffic Divisions budgeted sign maintenance funds.

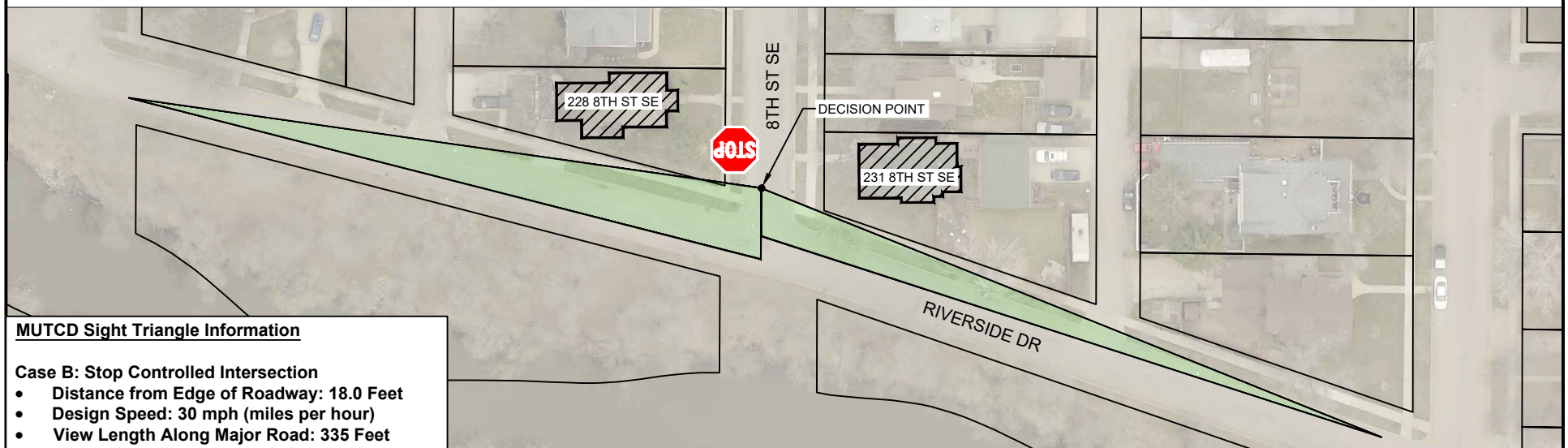
VI. ALTERNATIVES

1. Council could elect to not pass this recommended ordinance. The Planning Division would not grant approval for the privacy fence and the existing house would still be a view obstruction.
2. Council could elect to modify the ordinance to an all-way stop. Staff does not recommend this alternative as the implementation of traffic control should be based on engineering judgement/study and the traffic volume and crash history do not warrant all-way stop control. Studies have shown that the implementation of unwarranted stop signs have the potential to increase vehicle speeds, increase vehicle noise, reduce vehicle stop compliance and provide a false sense of security for pedestrians.

CONDITION: APPROACH YIELD CONTROL



CONDITION: DEPARTURE STOP CONTROL



Legend

- Sight Triangle Obstructed View
- Sight Triangle Available View

**DEPARTURE SIGHT TRIANGLE
FOR FENCE OBSTRUCTIONS**

8TH ST SE @ RIVERSIDE DR

DATE DRAWN: 03/31/2025

City of Minot



TO: Mayor Ross
Members of the City Council

FROM: Lance Meyer, City Engineer

DATE: April 7, 2025

**SUBJECT: NDDOT COST PARTICIPATION AND MAINTENANCE (CPM)
AGREEMENT FOR PUPPY DOG COULEE BROADWAY CULVERT
REPLACEMENT (4749)**

I. RECOMMENDED ACTION

It is recommended City Council approve the CPM agreement with the NDDOT and authorize the Mayor to sign the agreement.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer, 701-857-4100
Stephen Joersz, Traffic Engineer, 701-857-4111

III. DESCRIPTION

A. Background

The NDDOT is planning to replace the metal culvert under Broadway that conveys Puppy Dog Coulee at the US 83 Interchange. This pipe has the same fate as the pipes being replaced in the mall area with the Storm Sewer District 121 project. The project was originally going to take place in 2026, but at the request of city staff, it was accelerated to avoid conflicting with the 16th St interchange project which will occur in 2026.

B. Proposed Project

NDDOT has sent the City a Cost Participation and Maintenance Agreement (CPM) for approval. The agreement is the standard NDDOT agreement which designates funding and maintenance responsibilities for each project.

C. Recommendation Detail

Staff has reviewed the agreement and found the maintenance responsibilities are the same as they currently exist. The only funding contribution the City will have is painting of a signal standard that has to be temporarily removed. This is an opportune time to perform that maintenance.

IV. IMPACT

A. Aspirations

Resilient and Prepared

B. Service/Delivery Impact:

The existing culvert will be replaced with a concrete box culvert which has a 50-year or greater service life. This will allow safe movement of traffic above the culvert while being able to convey the 100-year storm event.

C. Fiscal Impact

The NDDOT will fund this project except for any requested enhancements or add-on items. Staff has requested the removed and replaced signal standard be painted to extend its longevity.

Project Costs

\$16,500 (signal standard painting)

Project Funding

Traffic Department Signals and Lighting

VI. ALTERNATIVES

Alternative 1: Council could request that the city-funded part of this project be removed. The NDDOT project will still proceed ahead.

MEMO TO: Chad Orn
Deputy Directory for Planning

FROM: Wayne A. Zacher, P.E.

DATE: 03/27/2025

SUBJECT: 38250171: NHU-CPU-4-083(142)198 (PCN 22048) Cost Participation and Maintenance Agreement

This is the CPM between NDDOT and City of Minot for the Puppy Dog Coulee Structure Replacement project on US 83 south of US 2. There are a couple pay items for signal paint and signal mast arm paint that are 100% city cost.

The CPM included one-time changes to Section III - Maintenance Section. The "all portions of the project" for City's maintenance was revised to "all portions of the traffic signals". A clause clarifying NDDOT's maintenance of the Puppy Dog Coulee RCB was added, which match the environmental document.

If you have any questions, contact me at (701)328-4828.

38/waz

DocuSign Workflow:
Stacey Hanson;
Derek Pfeifer;
Nicole Lagasse;
Lance Meyer - Minot City Engineer;
City Attorney;
City Auditor;
City Mayor or President of Commission;
Wayne Zacher;
Clint Morgenstern;
Chad Orn

**North Dakota Department of Transportation
COST PARTICIPATION AND MAINTENANCE AGREEMENT**

Federal Award Information – to be provided by NDDOT

Assistance Listing No: 20.205

Assistance Listing Title: Highway Planning & Construction

Award Name: Federal Aid Highway Program

Awarding Fed. Agency: Federal Highway Admin

NDDOT Program Mgr: Zacher, Wayne A.

Telephone: 701-328-4828

Notice to LPA: Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for this award, please contact your NDDOT Program Manager.

Project No.NH-CPU-4-083(142)198**PCN:** 22048**Location:** SOUTH OF US 2**Type of Improvement:** Structure Replacement, Surfacing, Signal, and Incidentals**Point of Beginning:** RP 198.427 (Sta 10476+94)**Point of Ending:** RP 198.536 (Sta 10482+68)

In consideration of the mutual benefits to be derived therefrom, it is agreed between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and the Local Public Agency (LPA) of Minot, North Dakota, hereinafter referred to as the LPA, the project will be constructed in accordance with the current edition of NDDOT's *Standard Specifications for Road and Bridge Construction* and with the plans incorporated into this agreement by reference.

The LPA

- a. Will pay 0 percent of the total actual cost of right of way acquired for the project which are determined eligible for funding participation; and
- b. Will pay 0 percent of the total actual cost of utility relocations required for the project which are determined eligible for funding participation; and
- c. Will pay 0 percent of the total actual construction cost of all items which are determined eligible for funding participation; and
- d. Will pay 0 percent of the total actual preliminary engineering cost of all items which are determined eligible for funding participation; and
- e. Will pay 0 percent of the total actual construction engineering cost of all items which are determined eligible for funding participation; and
- f. Will pay 100 percent of the actual construction, preliminary engineering, construction engineering, utility relocation, right of way, and any other costs incurred of all items as requested by the LPA and determined to be non-participating or ineligible for federal aid.

Additional Funding Clause:

City will pay 100 percent of signal painting pay items.



PART I

LPA Obligation:

1. The LPA will pay to NDDOT as the work progresses or when completed its share of the total cost of the project as defined above.
2. It is specifically agreed that if at any time the LPA fails to pay the amount billed to NDDOT within 60 days after billings, this document shall constitute an assignment of funds derived from the State Highway Tax Distribution Fund now or hereafter coming into the hands of the State Treasurer to the credit of the LPA, and the State Treasurer is hereby directed to deliver and pay over to NDDOT all funds credited to the LPA until the total thereof equals the sum billed pursuant to this agreement. The preliminary cost estimate of the project is \$3,332,804.45, with the LPA's estimated share being \$16,500.
3. All existing LPA right of way within the project limits will be provided by the LPA with clear title and available for use in the project.

PART II

Post Construction

After the project is completed the LPA agrees to:

1. The LPA will control the length and location of curb openings for future entrances and will not permit the length of curb openings for entrances to exceed the length shown on the plans or as shown on a sketch of typical entrances for similar entrances; and will prohibit the construction or use of any entrances along the project within the LPA other than those shown on the plans, without prior approval of NDDOT.
2. The LPA will not change any speed limit signs as shown on the plans without prior approval of NDDOT.
3. The LPA will prohibit double and diagonal parking and will control all parallel parking where allowed within the limits of the project in a manner satisfactory to NDDOT and to the Federal Highway Administration (FHWA), or both.
4. All signs, signals, markings, and other protective structures erected on or in connection with the project, including those installed at the sole cost and expense of the LPA or by others, shall be approved by NDDOT. All traffic control devices will be in conformance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways.
5. All right of way for the project will be maintained free of all encroachments except utilities and others in accordance with the current edition of NDDOT's "A Policy for Accommodation of Utilities on State Highway Right-of-Way". All obstructions to, interference with, or hazards to traffic flow will be removed by the LPA at the request of NDDOT. The LPA will be responsible for any consideration, avoidance, and minimization of impacts upon real property related to this project, such as changes in the grades of the streets, inconveniences to property or business, and any loss of light, air, view, access, egress, drainage, support, or nuisance.



PART III

Maintenance

The LPA will, at its own expense, inspect and maintain or cause to be maintained, all portions of the traffic signals unless otherwise noted. The maintenance will be in a manner satisfactory to NDDOT and FHWA. Exact limits of the project are shown on the attached map.

NDDOT agrees to the following inspection and maintenance items in addition to the above:
Puppy Dog Coulee Reinforced Concrete Box Culvert (Structure No. 0083-198.488).

PART IV

General:

1. Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.
2. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
3. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend less than \$1,000,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. Additionally, all entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non profit businesses.
4. The LPA is advised that its signature on this contract or agreement certifies that any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.
5. NDDOT is not responsible for any Property Taxes or Special Assessments on property which has been acquired as part of the roadway reconstruction project. The LPA is responsible to make arrangements for deferral or payment of such Taxes and/or Special Assessments.



Executed by the LPA of _____, at _____,
North Dakota, the last date below signed.

APPROVED:

LPA of _____

LPA ATTORNEY (TYPE OR PRINT)

NAME (TYPE OR PRINT)

SIGNATURE

SIGNATURE

DATE

*
TITLE

DATE

ATTEST:

AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

Executed for the North Dakota Department of Transportation by the Director at Bismarck, North Dakota,
the last date below signed.

APPROVED as to substance by:

NORTH DAKOTA DEPARTMENT OF
TRANSPORTATION

Derek Pfeifer

DIVISION DIRECTOR(TYPE OR PRINT)

DIRECTOR (TYPE OR PRINT)

Derek Pfeifer

SIGNATURE

SH

M

SIGNATURE

03/28/25

DATE

DATE

*Mayor or President of Commission

CLA 17058 (Div. 38)
L.D. Approved 10-17, 11-24; C.M. 03/21/2025



Project NH-CPU-4-083(142)198

CERTIFICATION OF LOCAL MATCH

It is hereby certified that the LPA of _____ will provide non-federal funds, whose source is identified below, as match for the amount the LPA is obligated to pay under the terms of the attached agreement with the North Dakota Department of Transportation. The certified amount does not duplicate any federal claims for reimbursement, nor are the funds used to match other federal funds, unless expressly allowed by federal regulation.

Non-Federal Match Funds provided by LPA. Please designate the source(s) of funds in the LPA budget that will be used to match the federal funds obligated for this project through the North Dakota Department of Transportation.

Source:

Executed at _____, North Dakota, the last date below signed.

ATTEST:

APPROVED:

AUDITOR (TYPE OR PRINT)

LPA of _____

SIGNATURE

NAME (TYPE OR PRINT)

DATE

SIGNATURE

*

TITLE

DATE

*Mayor or President of Commission

CLA 17058 (Div. 38)
L.D. Approved 02-18; Rev. 1-23; C.M. 03/21/2025



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX A OF THE TITLE VI ASSURANCES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



NORTH DAKOTA DEPARTMENT OF TRANSPORTATION APPENDIX E OF THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).



Risk Management Appendix

Routine* Service Agreements with Sovereign Entities and Political Subdivisions of the State of North Dakota:

Parties: **State** – State of North Dakota, its agencies, officers and employees

Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees

Governments – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Each party shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **\$437,500 per person and \$1,750,000 per occurrence**. The minimum limits of liability required of the State are **\$437,500 per person and \$1,750,000 per occurrence**.
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

Defend, indemnify, and hold harmless the Governments, its agencies, officers and employees, from and against claims based on the vicarious liability of the Governments or its agents, but not against claims based on the Government's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Subcontractor to the Governments under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Governments is necessary. Subcontractor also agrees to defend, indemnify, and hold the Governments harmless for all costs, expenses and attorneys' fees incurred if the Governments prevail in an action against Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are \$500,000 per person and \$2,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. The Governments shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

*See *North Dakota Risk Management Manual*, section 5.1 for discussion of "unique" and "routine" agreements.

RM Consulted 2007
Revised 6-24



DESIGN DATA			
Traffic (North Bound)	Average Daily		
Current 2022	Pass: 16165	Trucks: 725	Total: 16890
Forecast 2042	Pass: 17785	Trucks: 800	Total: 18585
Traffic (South Bound)	Average Daily		
Current 2022	Pass: 17035	Trucks: 690	Total: 17725
Forecast 2042	Pass: 18740	Trucks: 760	Total: 19500
Clear Zone Distance: 18' @ 4:1		Design Speed: 40	
Minimum Sight Dist. for Stopping: N/A		Bridges: HL-93	
Limited Access Control			
Pavement Design Life 20 (years)			
Design Accumulated One-way flexible ESALs: 3,752,115			

NORTH DAKOTA

DEPARTMENT OF TRANSPORTATION

NH-CPU-4-083(142)198

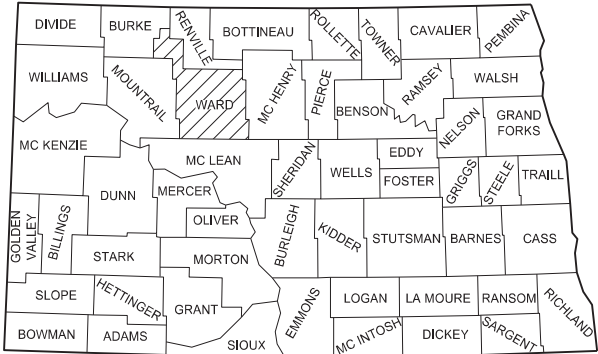
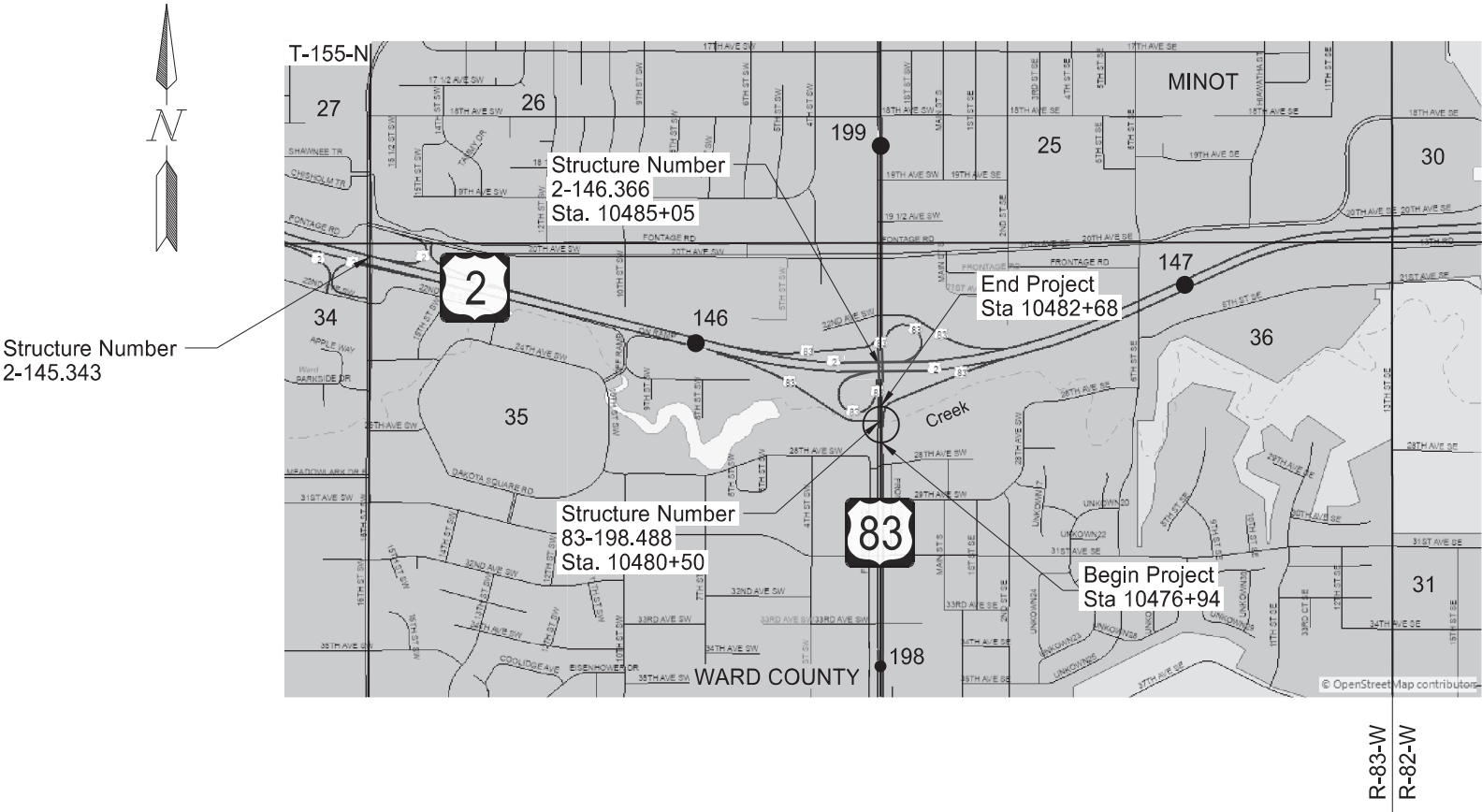
Ward County
US 83, South of US 2

Structure Replacement, Surfacing, Signal, and Incidentals

	STATE	PROJECT NO.	PCN	SECTION NO.	SHEET NO.
	ND	NH-CPU-4-083(142)198	22048	1	1

GOVERNING SPECIFICATIONS	Date Published and Adopted by the North Dakota Department of Transportation
Standard Specifications	7/1/2024
Supplemental Specifications	NONE

PROJECT NUMBER \ DESCRIPTION	NET MILES	GROSS MILES
NH-CPU-4-083(142)198	0.109	0.109



STATE COUNTY MAP

DESIGNER Mary Boechler, PE Nikki Olson, PE
DESIGNER Paul Deutsch,PE Araceli Gonzalez,EIT
DESIGNER Charlie Petersen, EIT

ND DEPARTMENT OF TRANSPORTATION
OFFICE OF PROJECT DEVELOPMENT

Jon Ketterling 02/13/25

Ulteig Engineers, Inc.

REGISTERED PROFESSIONAL ENGINEER

MARY ANN BOECHLER
PE-28347

DATE
02/13/25

NORTH DAKOTA

Funding Split for Puppy Dog Coulee Structure Replacement, Surfacing, Signal, and Incidentals
Project: NH-CPU-4-083(142)198, PCN 22048

Description of Cost	Engineering Estimate	Engineering Cost (10%)	Total Estimate		Federal Funds	State Funds	Local Funds	Total
Preliminary Engineering (NHU)	\$ 360,000	\$ -	\$ 360,000		\$ 291,348	\$ 68,652	\$ -	\$ 360,000
Construction Cost (NHU)	\$ 2,687,550	\$ 268,755	\$ 2,956,304		\$ 2,392,537	\$ 563,767	\$ -	\$ 2,956,304
Construction Cost (CPU)	\$ 15,000	\$ 1,500	\$ 16,500		\$ -	\$ -	\$ 16,500	\$ 16,500
Totals	\$ 3,062,550	\$ 270,255	\$ 3,332,804		\$ 2,683,885	\$ 632,419	\$ 16,500	\$ 3,332,804

Local Government Division: February 18,2025

These costs are an estimate at the time of final plan completion, they may vary between now and final voucher.

Certificate Of Completion

Envelope Id: 196A1B09-DC53-441A-B4CA-4DE11B713F81	Status: Sent
Subject: Contract #38250171: Please DocuSign: 17058.docx, Cost Participation & Maintenance Agreement	
Contract Number: 38250171	
PCN: 22048	
Source Envelope:	
Document Pages: 11	Signatures: 1
Certificate Pages: 4	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Wayne Zacher
Time Zone: (UTC-06:00) Central Time (US & Canada)	608 E Boulevard Ave
	Bismarck, ND 58505
	wzacher@nd.gov
	IP Address: 165.234.92.121

Record Tracking

Status: Original	Holder: Wayne Zacher	Location: DocuSign
3/27/2025 7:29:03 AM	wzacher@nd.gov	
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Carahsoft OBO North Dakota Department of Transportation CLOUD	Location: Docusign

Signer Events

Signature	Timestamp
Stacey Hanson	Sent: 3/27/2025 7:44:55 AM
smhanson@nd.gov	Viewed: 3/27/2025 8:32:14 AM
Assistant Local Government Engineer	Signed: 3/27/2025 8:34:30 AM

Carahsoft OBO North Dakota Department of Transportation CLOUD

Signature Adoption: Pre-selected Style

Using IP Address: 165.234.253.12

Security Level: Email, Account Authentication (None), Authentication

Authentication Details

SMS Auth:

Transaction: 9f8772cc-db8a-49b2-9b2b-9e52526e6614

Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 3/27/2025 8:32:07 AM

Phone: +1 701-527-8879

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Derek Pfeifer	Sent: 3/27/2025 8:34:32 AM
ddpfeifer@nd.gov	Viewed: 3/28/2025 7:59:48 AM
Local Government Engineer	Signed: 3/28/2025 8:02:22 AM

Security Level: Email, Account Authentication (None), Authentication

Signature Adoption: Pre-selected Style

Using IP Address: 165.234.253.12

Authentication Details

SMS Auth:

Transaction: 6aa67206-733d-42b6-bb82-b1bebc092d63

Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 3/28/2025 7:59:38 AM

Phone: +1 701-471-5516

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Signer Events	Signature	Timestamp
Nicole Lagasse nmlagasse@nd.gov Assistant CFO Security Level: Email, Account Authentication (None), Authentication	 Signature Adoption: Pre-selected Style Using IP Address: 165.234.253.12	Sent: 3/28/2025 8:02:24 AM Viewed: 3/28/2025 12:28:56 PM Signed: 3/28/2025 12:30:08 PM

Authentication Details

SMS Auth:

Transaction: 9404a8be-c100-479c-b64c-b34e85f53a0b
Result: passed
Vendor ID: TeleSign
Type: SMSAuth
Performed: 3/28/2025 12:28:29 PM
Phone: +1 701-954-8712

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Lance Meyer

lance.meyer@minotnd.gov

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Wayne Zacher

wzacher@nd.gov

Security Level: Email, Account Authentication (None), Authentication

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Clint Morgentstern

cdmorgentstern@nd.gov

Security Level: Email, Account Authentication (None), Authentication

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Chad Orn

corn@nd.gov

Security Level: Email, Account Authentication (None), Authentication

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Wayne Zacher wzacher@nd.gov Carahsoft OBO North Dakota Department of Transportation CLOUD Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	VIEWED Using IP Address:	Sent: 3/27/2025 7:29:17 AM Completed: 3/27/2025 7:44:55 AM
Agent Delivery Events	Status	Timestamp
Lance Meyer lance.meyer@minotnd.gov City Engineer Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		Sent: 3/28/2025 12:30:11 PM Viewed: 3/31/2025 1:46:28 PM
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Korby Seward kseward@nd.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/27/2025 7:29:17 AM
Envelope Updated	Security Checked	3/27/2025 7:44:55 AM
Envelope Updated	Security Checked	3/27/2025 7:44:55 AM

Envelope Summary Events	Status	Timestamps
Envelope Updated	Security Checked	3/27/2025 7:44:55 AM
Payment Events	Status	Timestamps



TO: Mayor Ross
Members of the City Council

FROM: Jesse Hoffart, Project Manager

DATE: April 7, 2025

**SUBJECT: 2024 BEL AIR & WASHINGTON SAFE ROUTES TO SCHOOL (SRTS)
PROJECT - FINAL PAYMENT (4577)**

I. RECOMMENDED ACTION

It is recommended City Council approve the final payment of \$5,519.19 to be paid to the North Dakota Department of Transportation and authorize the Mayor and Finance Director to sign the final certification of local match.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer, 701-857-4100
Jesse Hoffart, Project Manager, 701-857-4117

III. DESCRIPTION

A. Background

The 2024 Bel Air and Washington Safe Routes to School (SRTS)project was constructed early in the summer of 2024. The project was completed under a cost share grant with the NDDOT. Under these cost-share projects, the NDDOT pays the Contractor, and the local public agency (City of Minot) reimburses the NDDOT for our share of the cost.

B. Proposed Project

The project included installing new sidewalks where there was no sidewalk. New sidewalks tied into the existing network of sidewalks to provide transportation to and from Bel Air and Washington Elementary. The project also included signs, pavement markings, and ADA ramps. The project installed new sidewalks in the following locations:

1. Both sides of Hiawatha St from 11th Ave SE to 16th St SE.
2. West side of 25th St NW, from Bel Air School to 10th Ave NW.
3. South side of 10th Ave NW, from 25th St NW to 27th St NW.
4. East side of 27th St NW, from 10th Ave NW to Crescent Drive.

C. Recommendation Detail

On Friday, October 13, 2023 at 9:30 am, bids were opened for the Bel Air and

Washington SRTS project (NDDOT TAU-4-989(126 & 127)). The contract was awarded to Ti-Zack Concrete Inc. by Council on November 6, 2023. Now that the project is completed, the City is obligated to reimburse the NDDOT for the City's remaining share of the final contract price.

IV. IMPACT

A. Aspirations

Excellent and Connected – This project directly addresses what residents have said they wanted to see: improvements to the sidewalk network.

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

The project is part of a NDDOT TA grant that is funded 80.93% for all items eligible for federal aid, with the remaining 19.07% as local share. The final cost breakdown is as follows:

Project Costs

Initial Contract Amount	\$ 1,719,468.41
City Cost Share (Initial Contract Amount)	\$ 327,902.63

Final Construction Cost	\$ 1,720,071.93
Construction Cost x 19.07%	\$ 328,017.71

Project Funding

2024 Sales Tax Infrastructure Funding	\$ 328,017.71
---------------------------------------	---------------

VI. ALTERNATIVES

N/A

MARCH 20, 2025

DAVID LAKEFIELD
CITY OF MINOT
PO BOX 5006
MINOT ND 58702-5006

PROJECT: TAU-4989(126) PCN 23244 – MINOT BEL AIR SCHOOLS SRTS

Pursuant to the agreement entered into between the City of Minot, and the ND Department of Transportation on January 15, 2023, we are submitting a final billing in the amount of \$1,806.56.

The above amount was calculated as follows:

Construction	$\$915,691.54 \times 19.07\% = \$174,622.38$
Less Previous Billings	<u>(172,815.82)</u>
Total Due to NDDOT	<u>\$ 1,806.56</u>

A copy of the contractor's final CARS estimate 6 is enclosed.

Julie Fleck

JULIE FLECK
FEDERAL AID ACCOUNTANT

50/jf/cpm
Enclosures

DEPARTMENT OF TRANSPORTATION
INVOICE

Please Remit Payment To:
Department of Transportation
Financial Management Division
608 East Boulevard Avenue
Bismarck, ND 58505 - 0700

For Any Questions
Please Contact:
701-328-2635

Customer: MINOT

<u>Invoice#</u>	<u>Invoice Date</u>	<u>Project Description</u>	<u>Project</u>	<u>Amount</u>
0002520491	03/20/2025	PROJECT: TAU-4989(126) MINOT BEL AIR SCHOOLS SRTS FINAL BILLING	TAU4989126	1,806.56

Please include Invoice # along with Payment.

North Dakota Department of Transportation, Local Government
SFN 60973 (1-2019)

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
LOCAL GOVERNMENT DIVISION
608 E BOULEVARD AVE
BISMARCK ND 58505
Phone: (701)328-2540**

North Dakota Department of Transportation
Claim for Payment - Final Progressive Estimate Number 6

Project: TAU-4-989(126)

PCN: 23244

CF 3-7-25

Type: NEW SIDEWALK, CURB RAMPS, AND DRIVEWAYS

Contractor

TI-ZACK CONCRETE INC
39352 221ST AVE
LE CENTER MN 560574131

Covering Period From 12/02/2024 To 01/24/2025

Length: 0.67
Contract Cost \$972,473.63
Change Orders Estimated: \$2,171.95
County: Ward

Vendor Number: 132429
Funding Doc No: P498912A 8281

Assignment

Funding Sources	FEDERAL FUNDS	Totals
Total Work Done to Date	915,691.54	915,691.54
Retainage	0.00	0.00
Previous Retainage	9,153.72	9,153.72
Retainage this Period	-9,153.72	-9,153.72
Liquidated Damages		
0.0 Days to Date	0.00	0.00
0.0 Days to Previous	0.00	0.00
0.0 Days this Period	0.00	0.00
Total Due to Date	915,691.54	915,691.54
Previous Payments	906,218.27	906,218.27
Payment Due this Estimate	9,473.27	9,473.27

NP Funding Sources	FEDERAL FUNDS
Total Work Done to Date	0.00
Retainage	0.00
Previous Retainage	0.00
Retainage this Period	0.00
Liquidated Damages	
0.0 Days to Date	0.00
0.0 Days to Previous	0.00
0.0 Days this Period	0.00
Total Due to Date	0.00
Previous Payments	0.00
Payment Due this Estimate	0.00

Engineer: Carter Schoneberg, APEX ENGINEERING-FARGO
District Engineer: Chad Beggs
Construction Engineer: Phillip Murdoff
Pay Quantities Date Range From 07/24/2024 To 07/24/2024

DEPARTMENT APPROVAL AND ESTIMATE CERTIFICATE (SEC.24-02-13 NDCC)

I hereby certify that the within estimate or claim is just and true, that the contractor herein named has rendered the services and furnished the material herein charged, that they are of the value claimed, that no part thereof has been paid, and that the foregoing estimate or claim is supported by a proper contract and bond on file in the department or that the purpose of the payment to a clerk of district court is pursuant to law and for the taking of property by condemnation.

Approved for payment by Murdoff, Phillip on 03/06/2025

Director, Department of Transportation

3/17/2025

North Dakota Department of Transportation
Progressive Estimate Details

Project: TAU-4-989(126)

PCN: 23244

Date Submitted For Payment: 03/06/2025

Letting Date: 10/13/2023

SubProject: 1 NEW SIDEWALK, CURB RAMPS, AND DRIVEWAYS

Spec. Code No.	C.O. No.	Description	Original Quantity	Unit	Unit Price	BID Amount	QUANTITIES		AMOUNT		Projected Quantity
No.	No.						Current	Total to Date	Current	Total to Date	
Bid Items and Change Orders											
103	100	CONTRACT BOND	0.500	L SUM	1,075.000	537.50		0.500		537.50	100.00
201	330	CLEARING & GRUBBING	0.500	L SUM	1,075.000	537.50		0.500		537.50	100.00
202	114	REMOVAL OF CONCRETE PAVEMENT	1,525.000	SY	29.800	45,445.00		1,526.900		45,501.62	100.12
202	130	REMOVAL OF CURB & GUTTER	669.000	LF	12.270	8,208.63		725.000		8,895.75	108.37
202	132	REMOVAL OF BITUMINOUS SURFACING	847.000	SY	33.080	28,018.76		923.530		30,550.37	109.04
202	174	REMOVAL OF PIPE ALL TYPES AND SIZES	1.000	LF	456.880	456.88		1.000		456.88	100.00
203	103	COMMON EXCAVATION-TYPE C	1,017.000	CY	45.960	46,741.32		1,017.000		46,741.32	100.00
203	119	TOPSOIL-IMPORTED	1,645.000	CY	51.540	84,783.30	6.200	369.200	319.55	19,028.56	22.44
251	300	SEEDING CLASS III	2.050	ACRE	5,267.500	10,798.38		2.050		10,798.38	100.00
253	200	HYDRAULIC MULCH	9,872.000	SY	1.560	15,400.32		9,872.000		15,400.32	100.00
261	200	WEIGHTED FIBER ROLLS	240.000	LF	9.680	2,323.20		280.000		2,710.40	116.67
261	201	REMOVE WEIGHTED FIBER ROLLS	240.000	LF	2.150	516.00		280.000		602.00	116.67
302	120	AGGREGATE BASE COURSE CL 5	1,057.000	TON	44.750	47,300.75		1,006.110		45,023.43	95.19
430	2000	PATCHING	207.000	TON	350.000	72,450.00		208.130		72,845.50	100.55
430	2000	1 PATCHING	0.000	TON	350.000	0.00					
702	100	MOBILIZATION	0.500	L SUM	99,120.000	49,560.00		0.500		49,560.00	100.00
704	1000	TRAFFIC CONTROL SIGNS	606.000	UNIT	3.230	1,957.38		962.000		3,107.26	158.75
704	1051	TYPE II BARRICADE	5.000	EA	69.880	349.40		11.000		768.68	220.00
704	1052	TYPE III BARRICADE	5.000	EA	96.750	483.75		11.000		1,064.25	220.00
704	1067	TUBULAR MARKERS	100.000	EA	4.300	430.00		146.000		627.80	146.00
708	1540	INLET PROTECTION-SPECIAL	1.000	EA	521.380	521.38					
708	1541	REMOVE INLET PROTECTION-SPECIAL	1.000	EA	69.880	69.88					
714	9771	UNDERDRAIN PIPE PVC NON-PERFORATED	13.000	LF	16.130	209.69		13.000		209.69	100.00
722	6140	ADJUST GATE VALVE BOX	2.000	EA	1,140.000	2,280.00		2.000		2,280.00	100.00
724	300	GATE VALVE & BOX 6IN	1.000	EA	5,213.750	5,213.75					
724	411	6IN HYDRANT	1.000	EA	23,918.750	23,918.75		1.000		23,918.75	100.00
724	427	2 ADJUST HYDRANT	1.000	EA	2,171.950	2,171.95		1.000		2,171.95	100.00
724	430	REMOVE HYDRANT	1.000	EA	1,773.750	1,773.75		1.000		1,773.75	100.00
724	810	WATERMAIN 6IN PVC	4.000	LF	806.250	3,225.00		4.000		3,225.00	100.00
724	1035	SPRINKLER RELOCATION	0.500	L SUM	1,612.500	806.25		0.500		806.25	100.00
748	100	CURB & GUTTER	686.000	LF	65.260	44,768.36		749.000		48,879.74	109.18
748	520	CURB-TYPE I	487.000	LF	55.220	26,892.14		763.000		42,132.86	156.67
748	1030	VALLEY GUTTER 72IN	210.000	SY	140.030	29,406.30		258.230		36,159.95	122.97
750	30	PIGMENTED IMPRINTED CONCRETE	131.000	SY	138.070	18,087.17		146.700		20,254.87	111.88
750	115	SIDEWALK CONCRETE 4IN	1,575.000	SY	98.150	154,586.25		1,498.800		147,107.22	95.16
750	140	SIDEWALK CONCRETE 6IN	364.000	SY	143.630	52,281.32		334.100		47,966.78	91.79
750	1000	DRIVEWAY CONCRETE	1,106.000	SY	119.840	132,543.04		1,111.900		133,250.09	100.53
750	2115	DETECTABLE WARNING PANELS	317.000	SF	48.300	15,311.10		317.000		15,311.10	100.00

3/17/2025

North Dakota Department of Transportation
Progressive Estimate Details

Project: TAU-4-989(126)

PCN: 23244

Date Submitted For Payment: 03/06/2025

Letting Date: 10/13/2023

SubProject: 1 NEW SIDEWALK, CURB RAMPS, AND DRIVEWAYS

Spec. No.	Code No.	C.O. No.	Description	Original Quantity	Unit	Unit Price	BID Amount	QUANTITIES		AMOUNT		Projected Quantity
								Current	Total to Date	Current	Total to Date	
754	110		FLAT SHEET FOR SIGNS-TYPE XI REFL	2.000	SF	37.630	75.26		2.000		75.26	100.00
754	593		RESET SIGN SUPPORT	9.000	EA	209.630	1,886.67		9.000		1,886.67	100.00
762	1307		PREFORMED PATTERNED PVMT MK 6II	62.700	LF	12.330	773.09		62.700		773.09	100.00
762	1325		PREFORMED PATTERNED PVMT MK 24	15.100	LF	49.320	744.73		15.100		744.73	100.00
766	120		RESET MAILBOX	3.000	EA	366.580	1,099.74					
770	4540		RELOCATE LIGHT STANDARD	2.000	EA	2,652.030	5,304.06		2.000		5,304.06	100.00
930	9543		RETAINING WALL	759.000	SF	45.320	34,397.88		440.500		19,963.46	58.04
Total Current Amount:										\$319.55		
Total Bid Amount							\$972,473.63				\$906,800.84	
Total Change Orders							\$2,171.95				\$2,171.95	
Contract Adjustments												
724	944		CONNECTION TO EXISTING MAIN	1.000	EA	6,718.750	6,718.75		1.000		6,718.75	100.00
Total Current Amount:										\$0.00		
Total Contract Adjustments							\$6,718.75					
Total:							\$981,364.33				\$915,691.54	
Total Project Current Amount										\$319.55		
Total Project Bid Amounts							\$972,473.63				\$906,800.84	
Total Project Change Orders							\$2,171.95				\$2,171.95	
Total Project Contract Adjustments							\$6,718.75				\$6,718.75	
Total Project:							\$981,364.33				\$915,691.54	

MARCH 20, 2025

DAVID LAKEFIELD
CITY OF MINOT
PO BOX 5006
MINOT ND 58702-5006

PROJECT: TAU-4989(127) PCN 23245 – MINOT WASHINGTON ELEMENTARY
SCHOOL SRTS

Pursuant to the agreement entered into between the City of Minot, and the ND
Department of Transportation on January 15, 2023, we are submitting a final
billing in the amount of \$3,712.63.

The above amount was calculated as follows:

Construction	$\$804,380.39 \times 19.07\% = \$153,395.34$
Less Previous Billings	<u>(149,682.71)</u>
Total Due to NDDOT	<u>\$ 3,712.63</u>

A copy of the contractor's final CARS estimate 7 is enclosed.

Julie Fleck

JULIE FLECK
FEDERAL AID ACCOUNTANT

50/jf/cpm
Enclosures

DEPARTMENT OF TRANSPORTATION
INVOICE

Please Remit Payment To:
Department of Transportation
Financial Management Division
608 East Boulevard Avenue
Bismarck, ND 58505 - 0700

For Any Questions
Please Contact:
701-328-2635

Customer: MINOT

<u>Invoice#</u>	<u>Invoice Date</u>	<u>Project Description</u>	<u>Project</u>	<u>Amount</u>
0002520492	03/20/2025	PROJECT: TAU-4989(127) WASH ELEM SCHOOL SRTS FINAL BILLING	TAU4989127	3,712.63

Please include Invoice # along with Payment.

FINAL CERTIFICATION OF LOCAL MATCH

North Dakota Department of Transportation, Local Government
SFN 60973 (1-2019)

Project Number TAU-4989(127)	PCN 23245
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LPA
CITY OF MINOT

It is hereby certified that the LPA above has provided non-federal funds, whose source is identified below, as match for the amount the LPA was obligated to pay for the above reference project with the North Dakota Department of Transportation. The certified amount does not duplicate any federal claims for reimbursement, nor are the funds used to match other federal funds, unless expressly allowed by federal regulation.

Non-Federal Match Funds provided by LPA. Please designate the source(s) of funds that were used to match the federal funds obligated for this project through the North Dakota Department of Transportation.

SOURCE

Executed at:
 , North Dakota, the last date below signed.

ATTEST:

Auditor Name (Type or Print)

Signature

Date

APPROVED: LPA of

Mayor/President/Chairperson Name (Type or Print)

Signature

Date

Title (Type or Print)

Return this completed form to:

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
LOCAL GOVERNMENT DIVISION
608 E BOULEVARD AVE
BISMARCK ND 58505
Phone: (701)328-2540

North Dakota Department of Transportation
Claim for Payment - Final Progressive Estimate Number 7

Project: TAU-4-989(127)
Type: NEW SIDEWALK, CURB RAMPS, AND DRIVEWAYS

PCN: 23245

CF 3-7-25

Contractor
TI-ZACK CONCRETE INC
39352 221ST AVE
LE CENTER MN 560574131

Covering Period From 12/02/2024 To 01/24/2025
Length: 0.52
Contract Cost \$746,994.79
Change Orders Estimated: \$91,525.09
County: Ward

Vendor Number: 132429
Funding Doc No: P498912A 8281

Assignment

Funding Sources	FEDERAL FUNDS	Totals
Total Work Done to Date	804,380.39	804,380.39
Retainage	0.00	0.00
Previous Retainage	7,928.40	7,928.40
Retainage this Period	-7,928.40	-7,928.40
Liquidated Damages		
0.0 Days to Date	0.00	0.00
0.0 Days to Previous	0.00	0.00
0.0 Days this Period	0.00	0.00
Total Due to Date	804,380.39	804,380.39
Previous Payments	784,911.93	784,911.93
Payment Due this Estimate	19,468.46	19,468.46

NP Funding Sources	FEDERAL FUNDS
Total Work Done to Date	0.00
Retainage	0.00
Previous Retainage	0.00
Retainage this Period	0.00
Liquidated Damages	
0.0 Days to Date	0.00
0.0 Days to Previous	0.00
0.0 Days this Period	0.00
Total Due to Date	0.00
Previous Payments	0.00
Payment Due this Estimate	0.00

Engineer: Carter Schoneberg, APEX ENGINEERING-FARGO
District Engineer: Chad Beggs
Construction Engineer: Phillip Murdoff
Pay Quantities Date Range From 12/23/2024 To 12/23/2024

DEPARTMENT APPROVAL AND ESTIMATE CERTIFICATE (SEC.24-02-13 NDCC)

I hereby certify that the within estimate or claim is just and true, that the contractor herein named has rendered the services and furnished the material herein charged, that they are of the value claimed, that no part thereof has been paid, and that the foregoing estimate or claim is supported by a proper contract and bond on file in the department or that the purpose of the payment to a clerk of district court is pursuant to law and for the taking of property by condemnation.

Approved for payment by Murdoff, Phillip on 03/06/2025

Director, Department of Transportation

3/17/2025

North Dakota Department of Transportation
Progressive Estimate Details

Project: TAU-4-989(127)

PCN: 23245

Date Submitted For Payment: 03/06/2025

Letting Date: 10/13/2023

SubProject: 1 MEW SIDEWALK, CURB RAMPS, AND DRIVEWAYS

Spec. Code	C.O.		Original	Unit	Unit	BID	QUANTITIES		AMOUNT		Projected
No. No.	No. Description		Quantity		Price	Amount	Current	Total to Date	Current	Total to Date	Quantity
Bid Items and Change Orders											
103	100	CONTRACT BOND	0.500	L SUM	1,075.000	537.50		0.500		537.50	100.00
201	330	CLEARING & GRUBBING	0.500	L SUM	1,075.000	537.50		0.500		537.50	100.00
202	114	REMOVAL OF CONCRETE PAVEMENT	617.000	SY	29.800	18,386.60		554.100		16,810.18	91.43
202	114	2 REMOVAL OF CONCRETE PAVEMENT	195.900	SY	29.800	5,837.82		202.400		6,031.52	103.32
202	130	REMOVAL OF CURB & GUTTER	632.000	LF	12.270	7,754.64		645.000		7,914.15	102.06
202	130	2 REMOVAL OF CURB & GUTTER	129.000	LF	12.270	1,582.83		140.000		1,717.80	108.53
202	132	REMOVAL OF BITUMINOUS SURFACING	118.000	SY	33.080	3,903.44		143.500		4,746.97	121.81
202	132	2 REMOVAL OF BITUMINOUS SURFACING	352.200	SY	33.080	11,650.78		345.200		11,419.22	98.01
202	174	REMOVAL OF PIPE ALL TYPES AND SIZES	38.000	LF	456.880	17,361.44		38.000		17,361.44	100.00
203	103	COMMON EXCAVATION-TYPE C	372.000	CY	45.960	17,097.12		372.000		17,097.12	100.00
203	119	TOPSOIL-IMPORTED	968.000	CY	51.540	49,890.72		208.500		10,746.09	21.54
251	300	SEEDING CLASS III	1.210	ACRE	5,267.500	6,373.68		1.210		6,373.68	100.00
253	200	HYDRAULIC MULCH	5,810.000	SY	1.560	9,063.60		5,810.000		9,063.60	100.00
302	120	AGGREGATE BASE COURSE CL 5	623.000	TON	44.750	27,879.25		678.040		30,342.30	108.83
302	120	2 AGGREGATE BASE COURSE CL 5	136.140	TON	44.750	6,092.27		139.240		6,230.99	102.28
430	2000	PATCHING	50.000	TON	350.000	17,500.00		73.490		25,721.50	146.98
430	2000	1 PATCHING	0.000	TON	350.000	0.00					
430	2000	2 PATCHING	79.100	TON	350.000	27,685.00		72.830		25,490.50	92.07
702	100	MOBILIZATION	0.500	L SUM	99,120.000	49,560.00		0.500		49,560.00	100.00
704	1000	TRAFFIC CONTROL SIGNS	577.000	UNIT	3.230	1,863.71		822.000		2,655.06	142.46
704	1052	TYPE III BARRICADE	9.000	EA	96.750	870.75		9.000		870.75	100.00
704	1058	PEDESTRIAN WALKWAY	724.000	LF	17.740	12,843.76	133.000	565.000	2,359.42	10,023.10	78.04
704	1060	DELINEATOR DRUMS	38.000	EA	26.880	1,021.44	12.000	24.000	322.56	645.12	63.16
704	1067	TUBULAR MARKERS	33.000	EA	4.300	141.90		180.000		774.00	545.45
704	2108	TEMPORARY CURB RAMP	14.000	EA	553.630	7,750.82	16.000	32.000	8,858.08	17,716.16	228.57
708	1540	INLET PROTECTION-SPECIAL	15.000	EA	521.380	7,820.70		15.000		7,820.70	100.00
708	1541	REMOVE INLET PROTECTION-SPECIAL	15.000	EA	69.880	1,048.20		15.000		1,048.20	100.00
722	6140	ADJUST GATE VALVE BOX	5.000	EA	1,140.000	5,700.00					
724	270	REMOVE GATE VALVE & BOX	1.000	EA	1,612.500	1,612.50		1.000		1,612.50	100.00
724	275	REMOVE & REPLACE GATE VALVE BOX	2.000	EA	6,288.750	12,577.50		2.000		12,577.50	100.00
724	300	GATE VALVE & BOX 6IN	1.000	EA	5,213.750	5,213.75		1.000		5,213.75	100.00
724	411	6IN HYDRANT	3.000	EA	23,918.750	71,756.25		3.000		71,756.25	100.00
724	427	3 ADJUST HYDRANT	1.000	EA	4,128.250	4,128.25		1.000		4,128.25	100.00
724	430	REMOVE HYDRANT	3.000	EA	1,773.750	5,321.25		3.000		5,321.25	100.00
724	810	WATERMAIN 6IN PVC	28.000	LF	806.250	22,575.00		28.000		22,575.00	100.00
724	944	CONNECTION TO EXISTING MAIN	4.000	EA	6,718.750	26,875.00		3.000		20,156.25	75.00
724	1035	SPRINKLER RELOCATION	0.500	L SUM	1,612.500	806.25		0.500		806.25	100.00
748	100	CURB & GUTTER	632.000	LF	65.260	41,244.32		617.000		40,265.42	97.63

3/17/2025

North Dakota Department of Transportation
Progressive Estimate Details

Project: TAU-4-989(127)

PCN: 23245

Date Submitted For Payment: 03/06/2025

Letting Date: 10/13/2023

SubProject: 1 MEW SIDEWALK, CURB RAMPS, AND DRIVEWAYS

Spec. No.	Code No.	C.O. No.	Description	Original Quantity	Unit	Unit Price	BID Amount	QUANTITIES		AMOUNT		Projected Quantity
								Current	Total to Date	Current	Total to Date	
748	100	2	CURB & GUTTER	129.000	LF	65.260	8,418.54		141.000		9,201.66	109.30
748	520		CURB-TYPE I	195.000	LF	55.220	10,767.90		311.000		17,173.42	159.49
748	1030		VALLEY GUTTER 72IN	37.000	SY	140.030	5,181.11		37.000		5,181.11	100.00
748	1030	2	VALLEY GUTTER 72IN	186.600	SY	140.030	26,129.60		186.900		26,171.61	100.16
750	30		PIGMENTED IMPRINTED CONCRETE	75.000	SY	138.070	10,355.25		96.500		13,323.75	128.67
750	115		SIDEWALK CONCRETE 4IN	1,596.000	SY	98.150	156,647.40		1,593.900		156,441.30	99.87
750	140		SIDEWALK CONCRETE 6IN	237.000	SY	143.630	34,040.31		258.100		37,070.90	108.90
750	1000		DRIVEWAY CONCRETE	293.000	SY	119.840	35,113.12		194.100		23,260.95	66.25
750	2115		DETECTABLE WARNING PANELS	386.000	SF	48.300	18,643.80		386.000		18,643.80	100.00
754	110		FLAT SHEET FOR SIGNS-TYPE XI REFL	6.250	SF	37.630	235.19		6.250		235.19	100.00
754	593		RESET SIGN SUPPORT	4.000	EA	209.630	838.52		4.000		838.52	100.00
762	1307		PREFORMED PATTERNED PVMT MK 6II	298.100	LF	12.330	3,675.57		298.100		3,675.57	100.00
762	1325		PREFORMED PATTERNED PVMT MK 24	192.000	LF	49.320	9,469.44		192.000		9,469.44	100.00
770	4540		RELOCATE LIGHT STANDARD	3.000	EA	2,652.030	7,956.09		3.000		7,956.10	100.00
770	4548		RELOCATE PULL BOX	2.000	EA	591.250	1,182.50		2.000		1,182.50	100.00
Total Current Amount:										\$11,540.06		
Total Bid Amount							\$746,994.79				\$713,101.84	
Total Change Orders							\$91,525.09				\$90,391.55	
Contract Adjustments												
704	1051		TYPE II BARRICADE	6.000	EA	69.880	419.28		9.000		628.92	150.00
714	9771		UNDERDRAIN PIPE PVC NON-PERFOR	16.000	LF	16.130	258.08		16.000		258.08	100.00
Total Current Amount:										\$0.00		
Total Contract Adjustments							\$677.36					
Total:							\$839,197.24				\$804,380.39	
Total Project Current Amount										\$11,540.06		
Total Project Bid Amounts							\$746,994.79				\$713,101.84	
Total Project Change Orders							\$91,525.09				\$90,391.55	
Total Project Contract Adjustments							\$677.36				\$887.00	
Total Project:							\$839,197.24				\$804,380.39	



TO: Mayor Ross
Members of the City Council

FROM: Lance Meyer, City Engineer

DATE: April 7, 2025

**SUBJECT: US 2-42ND ST SE AND US 83 BYPASS CHIP SEAL FINAL
PAYMENTS TO NDDOT (4724, 4725)**

I. RECOMMENDED ACTION

It is recommended City Council approve the final pay applications for both projects and pay the NDDOT \$474.23 and authorize the acting Mayor and Finance Director to sign the final certification of local match.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer, 701-857-4100
Emily Huettl, Asst. City Engineer, 701-857-4100

III. DESCRIPTION

A. Background

In 2022, the City entered into an agreement with the NDDOT for the design of a chip seal project on the US 83 Bypass and US 2. Both projects would chip seal adjacent local frontage roads and streets which the city maintains.

B. Proposed Project

The project was completed in 2023 with the City's cost share coming from budgeted street maintenance funds. Now that the final documents are complete, the City must make final payment to the NDDOT.

C. Recommendation Detail

Per the CPM agreement, the City is obligated to pay its local share of the project as pay applications are submitted to the City. This is the final pay application for both projects.

IV. IMPACT

A. Aspirations

Resilient and Prepared

B. Service/Delivery Impact:

Applying timely chip seal maintenance will extend the life of city streets.

C. Fiscal Impact

Funding for these projects was set aside out of the 2023 street improvement funds budgeted by the council.

Project Costs

Estimated City Cost: \$90,602.77

Final City Cost: \$84,876.67

Amount due to NDDOT: \$474.23

Project Funding

Budgeted street improvement funds

VI. ALTERNATIVES

N/A

DECEMBER 3, 2024

DAVID LAKEFIELD
CITY OF MINOT
PO BOX 5006
MINOT ND 58702-5006

PROJECT: NHU-SU-4083(155)920 PCN 23622 – MINOT US HWY 83 BYPASS

Pursuant to the agreement entered into between the City of Minot, and the ND Department of Transportation on May 7, 2023, we are submitting a progress billing in the amount of \$454.80.

The above amount was calculated as follows:

Construction – Subproject 2	$\$34,624.32 \times 19.07\% =$	\$ 6,602.86
Construction – Subproject 4	$38,032.68 \times 100\% =$	38,032.68
Pro-rated CE Subproject 2	$6.49 \times 19.07\% =$	1.24
Pro-rated CE Subproject 4	$7.20 \times 100\% =$	7.20
Total		<u>44,643.98</u>
Less Previous Billings		<u>(44,189.18)</u>
Total Due to NDDOT		<u>\$ 454.80</u>

A copy of the contractor's progressive estimate 5 and pro-rated CE back up are enclosed.

Julie Fleck

JULIE FLECK
FEDERAL AID ACCOUNTANT

50/jf/cpm
Enclosures

Contact 300601
10038000 - 44508
\$ 74.47

Release Retainage
\$ 380.33

DEPARTMENT OF TRANSPORTATION
INVOICE

Please Remit Payment To:
Department of Transportation
Financial Management Division
608 East Boulevard Avenue
Bismarck, ND 58505 - 0700

For Any Questions
Please Contact:
701-328-2635

Customer: MINOT

<u>Invoice#</u>	<u>Invoice Date</u>	<u>Project Description</u>	<u>Project</u>	<u>Amount</u>
0002491553	12/02/2024	PROJECT: NHU-SU-4083(155)920 US HWY 83 BYPASS PROGRESS BILLING	SU4083155920	454.80

Please include Invoice # along with Payment.

North Dakota Department of Transportation
Claim for Payment - Final Progressive Estimate Number 5

Project: NHU-SU-4-083(155)920
Type: CHIP SEAL

PCN: 23622

Covering Period From 02/26/2024 To 05/13/2024

Contractor
ASPHALT SURFACE TECHNOLOGIES CORPORATION
PO BOX 1025
SAINT CLOUD MN 563021025
Assignment

Length: 5.42
Contract Cost \$947,730.21
Change Orders Estimated: \$2,337.44
County: Ward

Vendor Number: 12791
Funding Doc No: P408315B 190
P408315A 190
P408315A 190
P408315C 190

Funding Sources	NHU FEDERAL FUNDS	SU FEDERAL FUNDS	SU NHU FEDERAL FUNDS	SU NHU MINOT CITY F	Totals
Total Work Done to Date	908,366.41	34,624.32	4,458.96	0.00	985,482.37
Retainage	0.00	0.00	0.00	0.00	0.00
Previous Retainage	9,083.18	346.24	44.59	0.00	9,854.34
Retainage this Period	-9,083.18	-346.24	-44.59	0.00	-9,854.34
Liquidated Damages					
0.0 Days to Date	0.00	0.00	0.00	0.00	0.00
0.0 Days to Previous	0.00	0.00	0.00	0.00	0.00
0.0 Days this Period	0.00	0.00	0.00	0.00	0.00
Total Due to Date	908,366.41	34,624.32	4,458.96	0.00	985,482.37
Previous Payments	899,235.23	34,278.08	4,414.37	0.00	975,580.03
Payment Due this Estimate	9,131.18	346.24	44.59	0.00	9,902.34

NP Funding Sources	NHU FEDERAL FUNDS	SU FEDERAL FUNDS	SU NHU FEDERAL FUNDS	SU NHU MINOT CITY F
Total Work Done to Date	0.00	0.00	0.00	38,032.68
Retainage	0.00	0.00	0.00	0.00
Previous Retainage	0.00	0.00	0.00	380.33
Retainage this Period	0.00	0.00	0.00	-380.33
Liquidated Damages				
0.0 Days to Date	0.00	0.00	0.00	0.00
0.0 Days to Previous	0.00	0.00	0.00	0.00
0.0 Days this Period	0.00	0.00	0.00	0.00
Total Due to Date	0.00	0.00	0.00	38,032.68
Previous Payments	0.00	0.00	0.00	37,652.35
Payment Due this Estimate	0.00	0.00	0.00	380.33

Engineer: Eric Merck
District Engineer: Chad Beggs
Construction Engineer: Phillip Murdoff
Pay Quantities Date Range From 03/14/2024 To 03/14/2024

DEPARTMENT APPROVAL AND ESTIMATE CERTIFICATE (SEC.24-02-13 NDCC)

I hereby certify that the within estimate or claim is just and true, that the contractor herein named has rendered the services and furnished the material herein charged, that they are of the value claimed, that no part thereof has been paid, and that the foregoing estimate or claim is supported by a proper contract and bond on file in the department or that the purpose of the payment to a clerk of district court is pursuant to law and for the taking of property by condemnation.

Approved for payment by Murdoff, Phillip on 11/12/2024

Director, Department of Transportation

11/15/2024

North Dakota Department of Transportation Progressive Estimate Details

Project: NHU-SU-4-083(155)920
SubProject: 1 CHIP SEAL

PCN: 23622

Date Submitted For Payment: 11/12/2024

Letting Date: 05/12/2023

Spec. Code No.	Code No.	C.O. No.	Description	Original Quantity	Unit	Unit Price	BID Amount	QUANTITIES		AMOUNT		Projected Quantity
								Current	Total to Date	Current	Total to Date	
Bid Items and Change Orders												
103	100		CONTRACT BOND	0.600	L SUM	3,000.000	1,800.00	0.016	0.600	48.00	1,800.00	100.00
107	100		RAILWAY PROTECTION INSURANCE	1.000	L SUM	2,500.000	2,500.00		1.000		2,500.00	100.00
107	140		RAILROAD COORDINATION	1.000	L SUM	2,500.000	2,500.00		1.000		2,500.00	100.00
420	405		SEAL COAT	267,125.000	SY	2.240	598,360.00		267,125.000		598,360.00	100.00
702	100		MOBILIZATION	0.600	L SUM	64,000.000	38,400.00		0.600		38,400.00	100.00
704	1000		TRAFFIC CONTROL SIGNS	3,151.000	UNIT	2.200	6,932.20		1,555.000		3,421.00	49.35
704	1048		PORTABLE RUMBLE STRIPS	2.000	EA	2,200.000	4,400.00					
704	1060		DELINEATOR DRUMS	40.000	EA	22.000	880.00		21.000		462.00	52.50
704	1067		TUBULAR MARKERS	686.000	EA	5.500	3,773.00		431.000		2,370.50	62.83
704	1087		SEQUENCING ARROW PANEL-TYPE C	2.000	EA	1,100.000	2,200.00		1.000		1,100.00	50.00
762	110		EPOXY PVMT MK 4IN LINE-GROOVED	8,644.000	LF	1.470	12,705.68		8,819.000		12,963.93	102.02
762	113		EPOXY PVMT MK 4IN LINE	112,349.000	LF	0.540	60,668.46		130,119.000		70,264.26	115.82
762	132		EPOXY PVMT MK 8IN LINE-GROOVED	18,307.000	LF	2.940	53,822.58		20,104.000		59,105.76	109.82
762	134		EPOXY PVMT MK 12IN LINE-GROOVED	918.000	LF	10.790	9,905.22		1,393.000		15,030.47	151.74
762	135		EPOXY PVMT MK 24IN LINE-GROOVED	329.000	LF	21.580	7,099.82		376.000		8,114.08	114.29
762	136		EPOXY PVMT MK MESSAGE-GROOVED	2,021.000	SF	12.080	24,413.68		2,085.000		25,186.80	103.17
762	442		SHORT TERM MESSAGE-TYPE NR	1,674.000	SF	7.080	11,851.92		92.000		651.36	5.50
762	460		SHORT TERM PAINTED LINE-SEAL JOB	84,098.000	LF	0.190	15,978.62		59,536.000		11,311.84	70.79
762	1350	1	PAVEMENT MARKING MESSAGE-MASK	112.000	SF	20.870	2,337.44		112.000		2,337.44	100.00
762	1360		PAVEMENT MARKING 4IN LINE-MASKIN	75.000	LF	7.570	567.75		2,172.000		16,442.04	2,896.00
762	1361		PAVEMENT MARKING 6IN LINE-MASKIN	545.000	LF	9.410	5,128.45		1,004.000		9,447.64	184.22
762	1362		PAVEMENT MARKING 8IN LINE-MASKIN	75.000	LF	15.140	1,135.50		872.000		13,202.08	1,162.67
762	1363		PAVEMENT MARKING 24IN LINE-MASKIN	197.000	LF	29.570	5,825.29		453.000		13,395.21	229.95
Total Current Amount:										\$48.00		
Total Bid Amount							\$870,849.17				\$906,028.97	
Total Change Orders							\$2,337.44				\$2,337.44	
Total:							\$873,186.61				\$908,366.41	

11/15/2024

North Dakota Department of Transportation
Progressive Estimate Details

Project: NHU-SU-4-083(155)920

PCN: 23622

Date Submitted For Payment: 11/12/2024

Letting Date: 05/12/2023

SubProject: 2 CHIP SEAL

Spec. No.	Code No.	C.O. No.	Description	Original Quantity	Unit	Unit Price	BID Amount	Q U A N T I T I E S		A M O U N T		Projected Quantity
								Current	Total to Date	Current	Total to Date	
Bid Items and Change Orders												
420	405		SEAL COAT	9,576.000	SY	2.240	21,450.24		9,576.000		21,450.24	100.00
762	110		EPOXY PVMT MK 4IN LINE-GROOVED	1,640.000	LF	1.470	2,410.80		1,862.000		2,737.14	113.54
762	113		EPOXY PVMT MK 4IN LINE	5,922.000	LF	0.540	3,197.88		5,922.000		3,197.88	100.00
762	132		EPOXY PVMT MK 8IN LINE-GROOVED	670.000	LF	2.940	1,969.80		670.000		1,969.80	100.00
762	135		EPOXY PVMT MK 24IN LINE-GROOVED	177.000	LF	21.580	3,819.66		177.000		3,819.66	100.00
762	136		EPOXY PVMT MK MESSAGE-GROOVED	120.000	SF	12.080	1,449.60		120.000		1,449.60	100.00
Total Current Amount:										\$0.00		
Total Bid Amount							\$34,297.98				\$34,624.32	
Total:							\$34,297.98				\$34,624.32	

North Dakota Department of Transportation
Progressive Estimate Details

11/15/2024

Project: NHU-SU-4-083(155)920

PCN: 23622

Date Submitted For Payment: 11/12/2024

Letting Date: 05/12/2023

SubProject: 3 CHIP SEAL

Spec. No.	Code No.	C.O. No.	Description	Original Quantity	Unit	Unit Price	BID Amount	QUANTITIES		AMOUNT		Projected Quantity
								Current	Total to Date	Current	Total to Date	
Bid Items and Change Orders												
420	405		SEAL COAT	816.000	SY	2.240	1,827.84		816.000		1,827.84	100.00
762	110		EPOXY PVMT MK 4IN LINE-GROOVED	580.000	LF	1.470	852.60		530.000		779.10	91.38
762	113		EPOXY PVMT MK 4IN LINE	1,016.000	LF	0.540	548.64		1,016.000		548.64	100.00
762	132		EPOXY PVMT MK 8IN LINE-GROOVED	121.000	LF	2.940	355.74		121.000		355.74	100.00
762	135		EPOXY PVMT MK 24IN LINE-GROOVED	26.000	LF	21.580	561.08		28.000		561.08	100.00
762	136		EPOXY PVMT MK MESSAGE-GROOVED	32.000	SF	12.080	386.56		32.000		386.56	100.00
Total Current Amount:										\$0.00		
Total Bid Amount							\$4,532.46				\$4,458.96	
Total:							\$4,532.46				\$4,458.96	

11/15/2024

North Dakota Department of Transportation
Progressive Estimate Details

Project: NHU-SU-4-083(155)920
 SubProject: 4 CHIP SEAL

PCN: 23622

Date Submitted For Payment: 11/12/2024

Letting Date: 05/12/2023

Spec. No.	Code No.	C.O. No.	Description	Original Quantity	Unit	Unit Price	BID Amount	QUANTITIES		AMOUNT		Projected Quantity
								Current	Total to Date	Current	Total to Date	
Bid Items and Change Orders												
420	405	N	SEAL COAT	10,347.000	SY	2.240	23,177.28		10,347.000		23,177.28	100.00
762	110	N	EPOXY PVMT MK 4IN LINE-GROOVED	3,442.000	LF	1.470	5,059.74		3,890.000		5,718.30	113.02
762	113	N	EPOXY PVMT MK 4IN LINE	2,930.000	LF	0.540	1,582.20		2,930.000		1,582.20	100.00
762	132	N	EPOXY PVMT MK 8IN LINE-GROOVED	877.000	LF	2.940	2,578.38		877.000		2,578.38	100.00
762	135	N	EPOXY PVMT MK 24IN LINE-GROOVED	150.000	LF	21.580	3,237.00		150.000		3,237.00	100.00
762	136	N	EPOXY PVMT MK MESSAGE-GROOVED	200.000	SF	12.080	2,416.00		144.000		1,739.52	72.00
Total Current Amount:										\$0.00		
Total Bid Amount							\$38,050.60				\$38,032.68	
Total:							\$38,050.60				\$38,032.68	
Total Project Current Amount										\$48.00		
Total Project Bid Amounts							\$947,730.21				\$983,144.93	
Total Project Change Orders							\$2,337.44				\$2,337.44	
Total Project:							\$950,067.65				\$985,482.37	

NDS80127

Created: 11/22/2024 08:56 AM

**North Dakota Department
INQUIRY ON PROJECT**

Page 1 of 1

**NHUSU4083155920 MINOT
US HWY 83 BYPASS**

CONSTRUCTION ENGINEERING

Expenditure	13.69
SUBPROJ 2 PRO-RATED CE	6.49
SUBPROJ 4 PRO-RATED CE	7.20

DECEMBER 24, 2024

DAVID LAKEFIELD
CITY OF MINOT
PO BOX 5006
MINOT ND 58702-5006

PROJECT: NHU-SU-4002(141)149 PCN 23623 – MINOT US 2 & 42ND STREET SE
INTERSECTION

Pursuant to the agreement entered into between the City of Minot, and the ND
Department of Transportation on May 7, 2023, we are submitting a progress billing in
the amount of \$19.43.

The above amount was calculated as follows:

Construction – Subproject 2	$\$39,835.27 \times 19.07\% =$	\$ 7,596.59
Construction – Subproject 3	$32,616.67 \times 100\% =$	32,616.67
DOT CE Subproject 2	$19.26 \times 19.07\% =$	3.67
DOT CE Subproject 3	$15.76 \times 100\% =$	<u>15.76</u>
Total		40,232.69
Less Previous Billings		<u>(40,213.26)</u>
Total Due to NDDOT		<u>\$ 19.43</u>

A copy of the Pro-Rated DOT CE back up is enclosed.

Julie Fleck

JULIE FLECK
FEDERAL AID ACCOUNTANT

50/jf/cpm
Enclosures

Contract 300596

DEPARTMENT OF TRANSPORTATION
INVOICE

Please Remit Payment To:
Department of Transportation
Financial Management Division
608 East Boulevard Avenue
Bismarck, ND 58505 - 0700

For Any Questions
Please Contact:
701-328-2635

Customer: MINOT

<u>Invoice#</u>	<u>Invoice Date</u>	<u>Project Description</u>	<u>Project</u>	<u>Amount</u>
0002497208	12/23/2024	PROJECT: NHU-SU-4002(141)149 US 2 & 42ND ST SE INTERSECTION PROGRESS BILLING	SU4002141149	19.43

Please include Invoice # along with Payment.

NDS80127

Created: 12/17/2024 03:18 PM

**North Dakota Department
INQUIRY ON PROJECT**

Page 1 of 1

**NHU4002141149 - US 2 E & W
OF 42ND ST SE INTRS**

CONSTRUCTION ENGINEERING

Expenditure	35.02
PRO-RATED DOT CE SUBPROJ 2	19.26
PRO-RATED DOT CE SUBPROJ 3	15.76



TO: Mayor Ross
Members of the City Council

FROM: Bryan Banfill, Public Works Director

DATE: April 7, 2025

SUBJECT: CITY TRANSIT TITLE VI UPDATE APPROVAL

I. RECOMMENDED ACTION

- 1. It is recommended City Council approve the updates to MCT's Title VI program;**
- 2. Authorize the Staff to make minor corrections as needed for state and federal submission requirements;**
- 3. Approve Staff to submit the updated MCT Title VI program to appropriate state and federal entities; and**
- 4. Authorize the Mayor and staff to sign applicable documentation.**

II. DEPARTMENT CONTACT PERSONS

Bryan Banfill, Public Works Director, 701-857-4112

III. DESCRIPTION

A. Background

Minot City Transit (MCT) serves as a vital public transportation provider in the city of Minot. With a commitment to equitable and non-discriminatory service, MCT is required by the Federal Transit Administration (FTA) to submit a comprehensive Title VI Program every three years. This program encompasses a public notice of rights, complaint procedures, lists of Title VI investigations, and plans for both public participation and language assistance. Additionally, MCT must develop and submit service standards and policies, alongside demographic maps and profiles, ensuring that the distribution of Federal funds and services is fair and inclusive. The program mandates include approval from the City Council prior to submission, ensuring accountability and adherence to equitable practices.

B. Proposed Project

In coordination with the City of Minot Human Resources Department, the MCT has successfully updated its Title VI Program to ensure compliance with the Federal Transit Administration (FTA) requirements under Circular 4702.1B. The

Regional Civil Rights Officer (FTA / U.S. Dept of Transportation) outlined specific updates to ensure that the Title VI Program was consistent with FTA guidelines, with references to Equal Employment Opportunity (EEO), Americans with Disabilities Act (ADA), and Disadvantaged Business Enterprise (DBE) removed for clarity. The Title VI program has been reorganized according to the provided checklist, clearly distinguishing between ADA and Title VI policies. Additionally, a public-facing, bilingual Title VI notice has been displayed, with additional languages provided for Limited English Proficiency (LEP) populations meeting the Safe Harbor threshold. The complaint log is maintained, public participation strategies are outlined, a comprehensive four-factor LEP analysis is conducted, and transit service standards and policies are documented. The City of Minot has verified the absence of Title VI-related complaints and successfully encouraged minority participation in non-elected committees where applicable.

C. Recommendation Detail

Minot's Human Resources Department has updated the MCT's Title VI Program to comply with FTA requirements. City Council approval is needed before submission to the FTA.

IV. IMPACT

A. Aspirations

Excellent & Connected: Minot is fiscally responsible, provides quality services, and engages with community members and strategic partners who address broader needs.

B. Service/Delivery Impact:

Federal funding grants substantially offset local cost shares: (2024 -- \$841,550 Federal Funding / \$656,469 local share)

C. Fiscal Impact

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

Council could elect not to approve the MCT Title VI program updates and authorize the Transit Superintendent to file appropriate documentation on behalf of the City, which could place Federal funding in jeopardy. This would place the cost share solely on the City of Minot to cover all future expenses.

APPENDIX A

TITLE VI PROGRAM CHECKLIST

Every three years, on a date determined by FTA, each recipient is required to submit the following information to the Federal Transit Administration (FTA) as part of their Title VI Program. Subrecipients shall submit the information below to their primary recipient (the entity from whom the subrecipient receives funds directly), on a schedule to be determined by the primary recipient.

General Requirements (Chapter III)

All recipients must submit:

- ☐ Title VI Notice to the Public, including a list of locations where the notice is posted
- ☐ Title VI Complaint Procedures (i.e., instructions to the public regarding how to file a Title VI discrimination complaint)
- ☐ Title VI Complaint Form
- ☐ List of transit-related Title VI investigations, complaints, and lawsuits
- ☐ Public Participation Plan, including information about outreach methods to engage minority and limited English proficient populations (LEP), as well as a summary of outreach efforts made since the last Title VI Program submission
- ☐ Language Assistance Plan for providing language assistance to persons with limited English proficiency (LEP), based on the DOT LEP Guidance
- ☐ A table depicting the membership of non-elected committees and councils, the membership of which is selected by the recipient, broken down by race, and a description of the process the agency uses to encourage the participation of minorities on such committees
- ☐ Primary recipients shall include a description of how the agency monitors its subrecipients for compliance with Title VI, and a schedule of subrecipient Title VI Program submissions
- ☐ A Title VI equity analysis if the recipient has constructed a facility, such as a vehicle storage facility, maintenance facility, operation center, etc.
- ☐ A copy of board meeting minutes, resolution, or other appropriate documentation showing the board of directors or appropriate governing entity or official(s) responsible for policy decisions reviewed and approved the Title VI Program. For State DOT's, the appropriate governing entity is the State's Secretary of Transportation or equivalent. The approval must occur prior to submission to FTA.
- ☐ Additional information as specified in chapters IV, V, and VI, depending on whether the recipient is a transit provider, a State, or a planning entity (see below)

Requirements of Transit Providers (Chapter IV)

All Fixed Route Transit Providers must submit:

- ☐ All requirements set out in Chapter III (General Requirements)
- ☐ Service standards

- Vehicle load for each mode
- Vehicle headway for each mode
- On time performance for each mode
- Service availability for each mode
- ☐ Service policies
 - Transit Amenities for each mode
 - Vehicle Assignment for each mode

Transit Providers that operate 50 or more fixed route vehicles in peak service and are located in an Urbanized Area (UZA) of 200,000 or more people must submit:

- ☐ Demographic and service profile maps and charts
- ☐ Demographic ridership and travel patterns, collected by surveys
- ☐ Results of their monitoring program and report, including evidence that the board or other governing entity or official(s) considered, was aware of the results, and approved the analysis
- ☐ A description of the public engagement process for setting the “major service change policy,” disparate impact policy, and disproportionate burden policy
- ☐ Results of service and/or fare equity analyses conducted since the last Title VI Program submission, including evidence that the board or other governing entity or official(s) considered, was aware of, and approved the results of the analysis

Requirements of States (Chapter V)

States must submit:

- ☐ All requirements set out in Chapter III (General Requirements)
- ☐ The requirements set out in Chapter IV (Transit Provider) if the State is a provider of fixed route public transportation
- ☐ Demographic profile of the State
- ☐ Demographic maps that show the impacts of the distribution of State and Federal funds in the aggregate for public transportation projects
- ☐ Analysis of the State’s transportation system investments that identifies and addresses any disparate impacts
- ☐ A description of the Statewide planning process that identifies the transportation needs of minority populations
- ☐ Description of the procedures the agency uses to ensure nondiscriminatory pass-through of FTA financial assistance
- ☐ Description of the procedures the agency uses to provide assistance to potential subrecipients, including efforts to assist applicants that would serve predominantly minority populations

Requirements of MPOs (Chapter VI)

Metropolitan Planning Organizations and other planning entities must submit:

- ☐ All requirements set out in Chapter III (General Requirements)

- ☐ The requirements set out in Chapter IV (Transit Provider) if the MPO is a provider of fixed route public transportation
- ☐ Demographic profile of the metropolitan area
- ☐ A description of the procedures by which the mobility needs of minority populations are identified and considered within the planning process
- ☐ Demographic maps that show the impacts of the distribution of State and Federal funds in the aggregate for public transportation projects
- ☐ Analysis of the MPO's transportation system investments that identifies and addresses any disparate impacts
- ☐ Description of the procedures the agency uses to ensure nondiscriminatory pass-through of FTA financial assistance (if requested)
- ☐ Description of the procedures the agency uses to provide assistance to potential subrecipients in a nondiscriminatory manner (if requested)



TITLE VI AND NON-DISCRIMINATION POLICY

The City of Minot strictly prohibits any form of discrimination based on race, color, national origin (including Limited English Proficiency [LEP]), sex (including sexual orientation and gender identity), creed, or age. This prohibition is grounded in Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 (PL 100.259), Section 520 of the Airport and Airway Improvement Act of 1982 (where applicable), Section 162(a) of the Federal-Aid Highway Act of 1973 (23 USC 324, if applicable), the Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act of 1973/ADA of 1990, and similar authorities ("Title VI and related requirements"). Because of the Civil Rights Restoration Act of 1987, these obligations apply to any program or activity that receives federal financial assistance.

Moreover, two Presidential Executive Orders amplify Title VI protections related to race and national origin. Executive Order 12898 seeks to prevent disproportionate and negative health or environmental effects on minority or low-income groups by discouraging policies or activities that create or exacerbate those disparities. Executive Order 13166 requires recipients of federal funds to ensure that people with limited English proficiency have a genuine opportunity to access those programs or services.

The City of Minot is committed to ensuring that no individual or community is excluded from participation in its programs, denied its services, or otherwise discriminated against based on race, color, national origin, sex, age, disability, LEP status, or income status. This commitment applies to all of its programs, services, and activities, as well as those carried out by its direct recipients, sub-recipients, or contractors. Part of that commitment includes paying particular attention to any surrounding communities near the Airport or within its flight paths, as well as its traveling customers. When a City program or project has an effect on those communities, Minot seeks to engage those populations and the broader public in its decision-making processes.

The City's Human Resources Director functions as both the Title VI Coordinator and the ADA Coordinator. This person has the authority and responsibility to develop, manage, and evaluate compliance with Title VI, nondiscrimination, and ADA directives. The City of Minot also requires all tenants, contractors, and concessionaires operating at any federally funded site in Minot (including at the Airport) to uphold the same nondiscrimination obligations. Those obligations must be built into contracts, lease arrangements, and franchise deals with the City, extending in turn to sub-tenants and subcontractors.

If you need more details, or if you suspect you have experienced discrimination, please reach out to:

Tom Joyce, Title VI Coordinator and ADA Coordinator

PO Box 5006

Minot, ND 58702

Phone: 701-857-4756

(TTY users may dial Relay North Dakota at 711 or 1-800-366-6888, toll-free.)



STATEMENT OF NON-DISCRIMINATION

The City of Minot operates its programs and services without regard to race, color, or national origin in accordance with Title VI of the Civil Rights Act of 1964. Any person who believes they have been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the City of Minot. For more information on the City of Minot's civil rights program and the procedures to file a complaint, contact:

Tom Joyce
Interim Title VI Coordinator
City of Minot
Phone: (701) 857-4756
Email: hr@minotnd.gov
Mail: PO Box 5006, Minot, ND 58702

A complaint may also be filed directly with the Federal Transit Administration:

Office of Civil Rights
1200 New Jersey Avenue SE
Washington, DC 20590

If information is needed in another language, contact (701) 857-4756.

Si necesita información en otro idioma, llame al (701) 857-4756.

THIS TRANSPORTATION SERVICE IS OPEN TO THE PUBLIC



City of Minot Title VI Complaint Procedure

Effective Date: 03/25/2025

The City of Minot is committed to ensuring that no person is excluded from participation in, or denied the benefits of, or otherwise subjected to discrimination under any program or activity receiving Federal financial assistance on the basis of race, color, or national origin, as protected by Title VI of the Civil Rights Act of 1964.

Any person who believes they have been aggrieved by an unlawful discriminatory practice under Title VI may file a complaint with the City of Minot.

How to File a Complaint

Complaints must be submitted in writing and signed. If the complainant is unable to submit a written complaint, assistance will be provided. Complaints must be submitted within 180 calendar days of the alleged discriminatory incident.

You may submit your complaint in one of the following ways:

- **By Mail:**
Tom Joyce, Title VI Coordinator
City of Minot
PO Box 5006, Minot, ND 58702
- **By Email:** hr@minotnd.gov
- **By Phone (for guidance only):** (701) 857-4756

What to Include in Your Complaint

To process your complaint, please include the following:

- Your name, address, and phone number.
- A detailed description of the incident.
- The date(s) of the alleged discrimination.
- The names of individuals involved (if known).
- Any supporting documentation or witnesses.
- Your signature and the date.

A complaint form is available at City Hall or online at:

<https://www.minotnd.org/332/Title-VI>

Prepared by:

City of Minot Human Resources Department

Tom Joyce, Interim HR Director / Title VI Coordinator

Email: hr@minotnd.gov

Phone: (701) 857-4756



What Happens Next

1. **Acknowledgment:** You will receive a written acknowledgment of your complaint within 10 business days.
2. **Investigation:** The Title VI Coordinator will conduct an investigation within 30 business days of receipt.
3. **Findings:** A written decision will be issued within 60 business days.
4. **Appeals:** If you disagree with the decision, you may appeal in writing within 30 days of the decision date.

Other Filing Options

You may also file a Title VI complaint directly with the:

Federal Transit Administration (FTA)
Office of Civil Rights
1200 New Jersey Avenue SE
Washington, DC 20590

If information is needed in another language, contact (701) 857-4756.

Si se necesita información en otro idioma, comuníquese al (701) 857-4756.

Prepared by:
City of Minot Human Resources Department
Tom Joyce, Interim HR Director / Title VI Coordinator
Email: hr@minotnd.gov
Phone: (701) 857-4756



TITLE IV COMPLAINT LOG

Appendix I: Title VI Complaint Log

As of the date of this submission, the City of Minot has received no Title VI-related complaints, investigations, or lawsuits since the last Title VI Program update.

Prepared by:
City of Minot Human Resources Department
Tom Joyce, Interim HR Director / Title VI Coordinator
Email: hr@minotnd.gov
Phone: (701) 857-4756

March 2025



TITLE VI CIVIL RIGHTS COMPLAINT FORM

If you believe you have been discriminated against based on race, color, or national origin under Title VI of the Civil Rights Act of 1964 in a program or service provided by the City of Minot, please complete this form.

1. Complainant Information:

Name: _____

Street Address: _____

City, State, Zip Code: _____

Phone: _____ Email: _____

2. Preferred Method of Contact (check one): ☐ Phone ☐ Email ☐ Mail

3. Are you filing this complaint on your own behalf? ☐ Yes ☐ No

If no, please provide the name and relationship of the person for whom you are filing:

Name: _____

Relationship: _____

Please confirm that you have obtained permission to file on their behalf: ☐ Yes ☐ No

4. Date of Alleged Discrimination: _____

5. Basis of Discrimination (check all that apply): ☐ Race ☐ Color ☐ National Origin

6. Please describe the alleged discriminatory incident. Include the location, individuals involved, and any witnesses.

Use additional pages if necessary.



TITLE VI CIVIL RIGHTS COMPLAINT FORM

If you believe you have been discriminated against based on race, color, or national origin under Title VI of the Civil Rights Act of 1964 in a program or service provided by the City of Minot, please complete this form.

7. Have you filed this complaint with another agency? ☐ Yes ☐ No

If yes, please specify the agency: _____

8. Signature and Date:

Signature: _____

Date: _____

Please return this completed form to:

Tom Joyce, Title VI Coordinator
City of Minot
PO Box 5006
Minot, ND 58702
Phone: (701) 857-4756
Email: hr@minotnd.gov

TITLE VI PUBLIC PARTICIPATION PLAN

I. Purpose

The City of Minot is committed to inclusive, proactive, and transparent public involvement in its transportation planning and decision-making processes. This Public Participation Plan (PPP) outlines the strategies Minot Transit uses to engage the public — particularly minority, low-income, and Limited English Proficient (LEP) populations — in accordance with Title VI of the Civil Rights Act of 1964 and FTA Circular 4702.1B.

II. Goals

- Ensure early and continuous public involvement.
- Provide clear and accessible communication.
- Encourage participation by traditionally underserved populations.
- Incorporate community input into transit planning and service delivery.

III. Public Engagement Methods

The City of Minot uses a variety of engagement methods:

- **Public Hearings and Community Meetings**
Advertised via website, social media, newspaper, and physical postings at City Hall, Public Works, and transfer hubs.
- **Surveys (Digital & Paper)**
Used to gather rider feedback on route changes, schedules, and service quality.
- **Social Media & Website Announcements**
City of Minot's social media pages and www.minotnd.gov feature updates, notices, and public input opportunities.
- **Language Access & LEP Outreach**
"I Speak" cards and translation services are used at public meetings and on transit vehicles. The City's Limited English Proficiency Plan (updated 2024) guides outreach to LEP individuals.
- **Collaboration with Community Partners**
Minot State University, Job Service ND, and local nonprofits serving New American and tribal communities support engagement efforts.

IV. Targeted Outreach (2022–2024)

- **2022:** Public input sessions during Transit Route Realignment process (4 public meetings, 2 virtual town halls).
- **2023:** Rider feedback survey to assess access and coverage gaps.
- **2024:** Update to LEP Plan using most recent ACS data; expanded outreach to LEP speakers via printed notices and driver handouts.

TITLE VI PUBLIC PARTICIPATION PLAN

V. Enhancing Participation for Underserved Populations

- Materials translated upon request
- Bilingual notices posted in high-ridership areas
- On-board signs promoting participation in surveys
- Outreach conducted through cultural and language-based community organizations
- Remote participation options offered whenever possible

VI. Continuous Improvement

The City of Minot will regularly review and enhance its public participation practices. Public, stakeholders, and FTA feedback will be used to improve outreach methods and ensure inclusive engagement.

Prepared by:

City of Minot Human Resources Department & Transit Division
Tom Joyce, Interim HR Director / Title VI Coordinator
hr@minotnd.gov | (701) 857-4756



LANGUAGE ASSISTANCE PLAN (LEP)

I. Purpose

The City of Minot developed this Language Assistance Plan (LAP) to ensure meaningful access to public transportation services for individuals with limited English proficiency (LEP), in accordance with Title VI of the Civil Rights Act of 1964 and Executive Order 13166.

II. Four-Factor Analysis

1. Number or Proportion of LEP Individuals

Based on the 2020 American Community Survey (ACS) 5-Year Estimates:

- **803 individuals** in the City of Minot report speaking English "less than very well."
- **Spanish** is the most frequently spoken language among LEP individuals.

2. Frequency of Contact with LEP Persons

Minot City Transit staff and drivers encounter LEP riders occasionally. Spanish-speaking individuals are the most commonly observed LEP population.

3. Nature and Importance of the Service

Transit services are essential for LEP individuals to access employment, education, healthcare, and public services. Ensuring equitable access is critical.

4. Resources Available and Cost

The City of Minot has budgeted for language assistance tools, such as bilingual signs, "I Speak" cards, and interpretation services as needed. Printed LEP materials and staff training are included in ongoing planning.

Prepared by:
City of Minot Human Resources Department
Tom Joyce, Interim HR Director / Title VI Coordinator
Email: hr@minotnd.gov
Phone: (701) 857-4756

March 2025



LANGUAGE ASSISTANCE PLAN (LEP)

III. Language Assistance Measures

- Use of "I Speak" cards to identify language needs
- Signage and notices translated into Spanish (Safe Harbor Threshold met)
- Language assistance available upon request (phone and in-person)
- Bilingual communication provided for public meeting notices when applicable
- Access to professional translation or interpretation services

IV. Staff Training

- Transit drivers and customer-facing staff are trained annually on:
 - How to access and use language resources
 - How to assist LEP individuals respectfully and effectively
 - When and how to escalate translation needs

V. Outreach and Notification

- LEP notices and Title VI rights are posted in Spanish and English in buses, shelters, and at transfer hubs
- The City provides public outreach via social media, posters, and transit stop flyers
- The Title VI Notice includes bilingual access information

VI. Monitoring and Updating the Plan

The City will review this Language Assistance Plan every three years (or as needed) to update demographic data and evaluate effectiveness. Public feedback and FTA guidance will be used to strengthen the plan.

Prepared by:
City of Minot Human Resources Department
Tom Joyce, Interim HR Director / Title VI Coordinator
Email: hr@minotnd.gov
Phone: (701) 857-4756

March 2025



NON-ELECTED TRANSIT ADVISORY COMMITTEE DEMOGRAPHICS

I. Overview

The City of Minot does not currently have any formal non-elected, transit-specific advisory boards or commissions established by ordinance.

III. Efforts to Encourage Diverse Participation

The City of Minot actively seeks to include individuals from diverse backgrounds on advisory groups and in planning discussions. Outreach efforts include:

- Announcing opportunities for involvement on the City website and social media.
- Partnering with tribal entities, universities, and cultural organizations.
- Utilizing bilingual materials and community networks to invite underrepresented voices.
- Ensuring accessible meeting formats (virtual and in-person options).

The City remains committed to transparency and equitable engagement and will formalize selection and tracking practices for advisory participants as part of its ongoing Title VI program development.

Prepared by:
City of Minot Human Resources Department
Tom Joyce, Interim HR Director / Title VI Coordinator
Email: hr@minotnd.gov
Phone: (701) 857-4756

March 2025



TRANSIT SERVICE STANDARDS AND POLICIES

I. Purpose

This document outlines the service standards and policies for Minot City Transit, as required under Title VI of the Civil Rights Act of 1964 and FTA Circular 4702.1B. These standards support equitable and consistent delivery of fixed-route transit services across all areas of the City.

II. Service Standards (*Quantitative*)

1. Vehicle Load

Vehicle load ratios represent the maximum number of passengers per vehicle by type:

- Standard Bus (30 ft): 1.25 maximum load ratio
- Wheelchair capacity: 2 positions per vehicle minimum

2. Vehicle Headway

Time between buses on the same route:

- **Weekdays:** 30-minute headways on core routes, 60 minutes on others
- **Saturdays:** 60-minute headways for all routes
- **Evenings:** No service after 7:00 PM

3. On-Time Performance

A bus is considered on time if it departs no more than 5 minutes late from the scheduled time:

- **Target:** 90% on-time performance

4. Service Availability

Transit routes are designed so:

- **100% of City of Minot residents within city limits** live within $\frac{3}{4}$ mile of a fixed route.
- Flag-down service increases accessibility between marked stops.

Prepared by:

City of Minot Human Resources Department

Tom Joyce, Interim HR Director / Title VI Coordinator

Email: hr@minotnd.gov

Phone: (701) 857-4756

March 2025



TRANSIT SERVICE STANDARDS AND POLICIES

III. Service Policies (*Qualitative*)

1. Vehicle Assignment

- All vehicles are assigned to routes based on mileage balance, accessibility, and operational needs.
- All fixed-route vehicles are low-floor, ADA-accessible, and equipped with wheelchair lifts.

2. Transit Amenities

- Benches and shelters are installed based on passenger boarding volume and ADA accessibility requirements.
- Amenities are prioritized at:
 - High-traffic transfer points
 - Senior housing areas
 - Healthcare and school-adjacent stops

These service standards and policies are reviewed annually and incorporated into performance monitoring and system planning.

Prepared by:
City of Minot Human Resources Department
Tom Joyce, Interim HR Director / Title VI Coordinator
Email: hr@minotnd.gov
Phone: (701) 857-4756

March 2025



GOVERNING BODY APPROVAL

In accordance with FTA Circular 4702.1B, the Title VI Program for the City of Minot has been reviewed and approved by the City's governing body.

The following resolution was adopted by the Minot City Council:

Prepared by:
City of Minot Human Resources Department
Tom Joyce, Interim HR Director / Title VI Coordinator
Email: hr@minotnd.gov
Phone: (701) 857-4756

March 2025



TO: Mayor Ross
Members of the City Council

FROM: Jennifer Eckman, Airport Director

DATE: April 7, 2025

**SUBJECT: BIDDING 2025 HIGH-SPEED PLOW ACQUISITION PROJECT
(2025500000/ AIP 3-38-0037-076-2025)**

I. RECOMMENDED ACTION

It is recommended City Council authorize City staff to advertise and solicit bids for the 2025 High-Speed Plow Acquisition project.

II. DEPARTMENT CONTACT PERSONS

Maria Romanick, Operations & Maint. Manager, 701-420-4503

III. DESCRIPTION

A. Background

The acquisition of the high-speed snowplow will replace aging equipment, specifically the existing 2003 Oshkosh High Speed Snowplow HB2723 (Unit 326), which is beyond its minimum useful life of 10 years as outlined in Table 3-7 of the AIP Handbook, Order 5100.38D. Furthermore, this piece of equipment is obsolete, with parts being difficult to obtain. The new plow acquisition will comply with AC 150/5210-5, Painting, Marking, and Lighting of Vehicles Used on an Airports and AC 150/5220-20A Airport Snow and Ice Control Equipment.

B. Proposed Project

The acquisition of the high-speed snowplow will replace aging equipment, specifically the existing 2003 Oshkosh High Speed Snowplow HB2723 (Unit 326), which is beyond its minimum useful life of 10 years as outlined in Table 3-7 of the AIP Handbook, Order 5100.38D. Furthermore, this piece of equipment is obsolete, with parts being difficult to obtain. The new plow acquisition will comply with AC 150/5210-5, Painting, Marking, and Lighting of Vehicles Used on an Airports and AC 150/5220-20A Airport Snow and Ice Control Equipment.

C. Recommendation Detail

This project was identified as a recommended operational equipment improvement through coordination between airport staff, SEH, FAA, and NDAC. If approved, this project will be publicly advertised for bid in preparation for a federal grant application in late-April 2025.

SEH is the engineer of record as was approved at the City Council meeting on May 17, 2021.

IV. IMPACT

A. Aspirations

This project was identified as a recommended operational equipment improvement through coordination between airport staff, SEH, FAA, and NDAC. If approved, this project will be publicly advertised for bid in preparation for a federal grant application in late-April 2025.

SEH is the engineer of record as was approved at the City Council meeting on May 17, 2021.

B. Service/Delivery Impact:

By replacing equipment beyond its operational effectiveness, this project will allow for cost-effective and efficient airfield maintenance activities and provide for continued safe operations for the Minot International Airport.

C. Fiscal Impact

By replacing equipment beyond its operational effectiveness, this project will allow for cost-effective and efficient airfield maintenance activities and provide for continued safe operations for the Minot International Airport.

Project Funding

The funding will come from the City of Minot allocated in the Airport's approved 2025 budget. Originally, a tractor was included in the approved budget. There is a greater need to replace the snowplow and thus funds are being reallocated accordingly. Project expenses will be reimbursed at 95 percent from a 2025 FAA AIG grant. An additional 2.5% of the project costs will be reimbursed by the North Dakota Aeronautics Commission (NDAC). A grant application will be prepared to utilize this funding source following the bid opening. It is anticipated that the City of Minot share will be 2.5% of project costs.

The anticipated cost of this project is outlined below:

Project Costs

Acquisition proposal -	\$25,400.00
Procurement and Bidding	
Equipment Costs	\$1,073,600.00
(Estimated)	
Admin Costs	\$1,000.00
TOTAL	\$1,100,000.00

VI. ALTERNATIVES

1. An alternate the City Council could consider is to delay bidding of the Snow Removal Equipment. The result could be increased operational costs and inability to meet FAA snow removal clearance time requirements.

Project Manual

2025 SRE Acquisition – High Speed Plow

Minot International Airport
Minot, North Dakota

AIP No. 3-30-0037-076-2025
SEH No. MINOT 183865

March 31, 2025



Building a Better World
for All of Us®

Engineers | Architects | Planners | Scientists

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2025 SRE Acquisition – High Speed Plow

**Minot International Airport
Minot, North Dakota**

**AIP No. 3-30-0037-076-2025
SEH No. MINOT 183865**

March 31, 2025

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PROJECT DIRECTORY

Project Name: 2025 SRE Acquisition – High Speed Plow

Location: Minot International Airport

Owner

Name: City of Minot

Address: Minot International Airport
305 Airport Road, Suite 216
Minot, ND 58703

Contact: Maria Romanick, Airport Operations Mgr.

Phone: 701.857.4724

Fax:

E-mail: Maria.romanick@minotnd.org

Engineer

Name: Short Elliott Hendrickson Inc.

Address: 3535 Vadnais Center Drive
Saint Paul, MN 55110

Contact: Josh Holbrook

Phone: 651.765.2994

Fax: 888.908.8166

E-mail: jholbrook@sehinc.com

END OF DOCUMENT

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TABLE OF CONTENTS

Number	Document
	Introductory Information
00 01 01	Title Page
00 01 08	Project Directory
00 01 10	Table of Contents
	Bidding Requirements
00 11 13	Advertisement for Bids
00 21 13	Instructions to Bidders
00 41 00	Bid Form
00 43 00	Bid Bond
00 43 37	Proposed Suppliers
00 45 17	Bidder Proof of Responsibility
00 45 19	Affidavit of Non-Collusion
00 45 49	Certification of Compliance with FAA Buy American Preference - Equipment/Building Projects (A4.3.3)
	Contract Forms
00 51 00	Notice of Award
00 52 00	Standard Form of Agreement
00 55 00	Notice to Proceed
	FAA General Provisions
Section 10	Definitions and Terms
Section 20	Proposal Requirements and Conditions
Section 30	Award and Execution of Contract
Section 40	Scope of Work
Section 50	Control of Work
Section 60	Control of Materials
Section 70	Legal Regulations and Responsibility to Public
Section 80	Execution and Progress
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	Conditions of the Contract
00 72 00	Standard General Conditions
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	Price and Payment Procedures
01 25 13	Product Substitution Procedures
	Administrative Requirements
01 33 00	Submittal Procedures
	Product Requirements
01 60 00	Product Requirements
	Execution and Closeout Requirements
01 78 23	Operation and Maintenance Data

FAA TECHNICAL SPECIFICATIONS

TS-1	Equipment Acquisition
TS-2	Technical Specifications

ADVERTISEMENT FOR BIDS
2025 SRE Acquisition – High Speed Plow
Minot International Airport
Minot, North Dakota
SEH No. MINOT 183865

Notice is hereby given that Online Bids will be received by the City of Minot, North Dakota, until 2 p.m., Thursday, April 24, 2025, via [QuestCDN](#) for the furnishing of all labor and material for the acquisition of snow removal equipment (high speed plow).

The bid opening will be conducted via Microsoft Teams, at which time they will be publicly opened and read aloud:

2025 SRE ACQUISTION – HIGH SPEED PLOW Bid Opening
APRIL 24, 2025, 2:00 P.M. (CDT)

Please join my meeting from your computer, tablet or smartphone: <https://bit.ly/4c46rLD>

Or call in (audio only)
+1 872-242-7640,,876247764# United States, Chicago
Phone Conference ID: 876 247 764#

Any person monitoring the meeting remotely may be responsible for any documented costs. Message and data rates may apply.

Major components of the Work include: Acquisition of snow removal equipment (high speed plow)

The Bidding Documents may be viewed for no cost at <http://www.sehinc.com> by selecting the Project Bid Information link at the bottom of the page and the View Plans option from the menu at the top of the selected project page.

Digital image copies of the Bidding Documents are available at <http://www.sehinc.com> for a fee of \$30. These documents may be downloaded by selecting this project from the "Project Bid Information" link and by entering eBidDoc™ Number 9023000 on the SEARCH PROJECTS page. For assistance and free membership registration, contact QuestCDN at 952.233.1632 or info@questcdn.com.

For this project, bids will **ONLY** be received electronically. Contractors submitting an electronic bid **will** be charged an additional \$42 at the time of bid submission via the online electronic bid service [QuestCDN.com](#). To access the electronic Bid Worksheet, download the project document and click the online bidding button at the top of the advertisement. Prospective bidders must be on the plan holders list through QuestCDN for bids to be accepted. Bids shall be completed according to the Bidding Requirements prepared by SEH dated March 2025.

In addition to digital plans, paper copies of the Bidding Documents may be obtained from Docunet Corp. located at 2435 Xenium Lane North, Plymouth, MN 55441 (763.475.9600) for a fee of \$150.00.

A pre-Bid conference will not be held for this project.

Bid security in the amount of 5 percent of the Bid must accompany each Bid in accordance with the Instructions to Bidders.

The City of Minot reserves the right to reject any and all Bids, to waive irregularities and informalities therein and to award the Contract in the best interests of the City of Minot.

Maria Romanick
Airport Operations Manager
Minot, North Dakota

INSTRUCTIONS TO BIDDERS

ARTICLE 1 – DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders will have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office* - The office from which the Bidding Documents are to be issued.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

- 2.01 Authorized sets of the Bidding Documents may be obtained digitally or by paper copy as directed in the Advertisement for Bids.
- 2.02 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete or unauthorized sets of Bidding Documents.
- 2.03 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids for the Work and do not confer a license or grant for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

- 3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder must submit with its Bid data as may be deemed necessary by the Owner:
- A. Document 00 43 00 – Bid Bond
- B. Document 00 43 37 – List of Proposed Suppliers
- C. Document 00 45 17 – Bidder's Proof of Responsibility
- D. Document 00 45 19 – Affidavit of Non-Collusion
- E. Acknowledgement of Addenda
- 3.02 The following documents shall be submitted by email to jholbrook@sehinc.com within 72 hours after bid opening to remain in consideration for project award.
- A. Signed Document 00 41 00 – Bid Form
- B. Document 00 45 49 – Certification of Compliance with FAA Buy American Preference – Equipment-Building Projects
- C. Required DBE documentation in accordance with Article 23.
- 3.03 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.
- 3.04 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.05 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – BIDDER'S REPRESENTATIONS

- 4.01 It is the responsibility of each Bidder before submitting a Bid to:
- A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding documents, including Addenda;
 - B. become familiar with and satisfy itself as to all federal, state, and local Laws and Regulations that may affect cost, progress, or performance of the Work;
 - C. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;
 - D. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and
 - E. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 5 – PRE-BID CONFERENCE

- 5.01 A pre-Bid conference will not be held for this Project.

ARTICLE 6 – INTERPRETATIONS AND ADDENDA

- 6.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than 5 days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- 6.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 7 – BID SECURITY

- 7.01 A bid must be accompanied by Bid security made payable to Owner in an amount of 5 percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.
- 7.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.
- 7.03 The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 7.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 8 – CONTRACT TIMES

- 8.01 The number of days within which, or the dates by which milestones are to be achieved and the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 9 – LIQUIDATED DAMAGES

- 9.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10 – SUBSTITUTE AND “OR-EQUAL” ITEMS

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those “or-equal” or substitute materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an “or-equal” or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer at least 15 days prior to the date for receipt of Bids. Each such request shall comply with the requirements of Paragraphs 7.04 and 7.05 of the General Conditions. The burden of proof of the merit of the proposed item is upon Bidder. Engineer’s decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all prospective Bidders. Bidders shall not rely upon approvals made in any other manner.
- 10.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 11 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 11.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.
- If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.03 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 12 – PREPARATION OF BID

- 12.01 The Bid Form - Document 00 41 00 and attachments are included in the Bidding Documents. Photocopies of these documents should be made for the purpose of submitting the Bid.
- A. All blanks shall be completed by printing in ink or by typewriter and the Bid signed in ink.
- 12.02 A Bid price shall be indicated for each section, Bid Item and unit price item listed on the QuestCDN Online Bid Worksheet. The Bid Worksheet is a part of and appurtenant to the Bid Form and Bid.

- 12.03 A Bid by a corporation shall be executed in the corporate name by the president or a vice-president or other corporate officer accompanied by evidence of authority to sign. The corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown.
- 12.04 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership shall be shown.
- 12.05 A Bid by a limited liability company shall be executed in the name of the firm by a member and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm shall be shown.
- 12.06 A Bid by an individual shall show the Bidder's name and official address.
- 12.07 A Bid by a joint venture shall be executed by each joint venturer in the manner indicated on the Bid Form. The official address of the joint venture shall be shown.
- 12.08 All names shall be typed or printed in ink below the signatures and uploaded.
- 12.09 The Bid shall contain an acknowledgment of receipt of all Addenda.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.
- 12.11 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 13 – BASIS OF BID; EVALUATION OF BIDS

13.01 *Unit Price*

- A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

ARTICLE 14 – SUBMITTAL OF BID

14.01 The Bid shall be submitted electronically.

- A. The Bid Form - Document 00 41 00 is to be completed and submitted with all the attachments as required to be submitted under the terms of Article 2 of the Bid Form.
- B. The Bid Worksheet is to be completed and submitted under the terms of Article 3 of the Bid Form.

14.02 The Bid shall be submitted no later than the date and time prescribed as indicated in the Advertisement for Bids, unless altered in an issued addendum.

- A. The official time and date is the time and date displayed in QuestCDN Online.

14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner will not be accepted nor opened.

- 14.04 The submitted Bid Bond may be emailed, as directed in the Advertisement for Bid. Request of actual copy upon award may be requested.

ARTICLE 15 – MODIFICATION AND WITHDRAWAL OF BID

- 15.01 If you bid was submitted in error, or if you wish to withdraw your bid, follow these steps:

- A. Select your bid on the Bids tab.
- B. Click withdraw Bid.
- C. Click OK in the confirmation window.

After you have withdrawn your bid, an email confirmation will be sent to all users associated with your business. This email confirms that the bid has been withdrawn on this solicitation at a specific date and time.

- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.

- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 16 – OPENING OF BIDS

- 16.01 Bids will be opened at the time and place indicated in the Advertisement for Bids and, unless obviously non-responsive, read aloud publicly.

ARTICLE 17 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18 – AWARD OF CONTRACT

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, non-responsive, unbalanced, or conditional bids. Owner will reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive. Owner also reserves the right to waive all informalities not involving price, time, or changes in the Work and to negotiate contract terms with the Successful Bidder.

- 18.02 If Owner awards the Contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid. Owner may also reject the Bid of any bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder.

- 18.03 More than one Bid for the same Work from an individual or entity under the same or different names will not be considered. Reasonable grounds for believing that any Bidder has an interest in more than one Bid for the Work may be cause for disqualification of that Bidder and the rejection of all Bids in which that Bidder has an interest.

- 18.04 *Evaluation of Bids*

- A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

- 18.05 In evaluating Bidders, Owner will consider the qualifications of Bidders and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as provided in the Bidding Documents.
- 18.06 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders, proposed Subcontractors, Suppliers, individuals, or entities to perform the Work in accordance with the Contract Documents.

ARTICLE 19 – BONDS AND INSURANCE

- 19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 20 – SIGNING OF AGREEMENT

- 20.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within 10 days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21 – BUY AMERICAN CERTIFICATION

- 21.01 Contract requirements for Buy American Certification shall be in accordance with Document 00 45 49.
- 21.02 Within 3 business days following the opening of the bids and prior to the award of the Contract, the responsible low Bidder will be required to submit the Document 00 45 49 Buy American Certificate for Total Facility.
- A. If requesting a Buy American Waiver for this Project, the required documentation is provided in Document 00 45 49.
 - B. If submitting a formal waiver request, the responsible low Bidder shall submit to the Owner within 15 calendar days after the Bid opening.

ARTICLE 22 – RETAINAGE

- 22.01 Provisions concerning Contractor's rights to deposit securities in lieu of retainage are set forth in the Agreement.

ARTICLE 23 – UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES

- 23.01 Contract requirements for DBEs shall be in accordance with Document 00 73 30.
- 23.02 Within 3 business days following the opening of the bids and prior to the award of the Contract, all Bidders who wish to remain in competition for the Contract will be required to submit the following information:
- A. Names and addresses of DBE subcontractors.
 - B. A description of the work each DBE subcontractor is to perform.
 - C. The dollar value of each proposed DBE subcontract.
 - D. The DBE goal for this project is **0%**

END OF DOCUMENT

The Bid is to be submitted on photocopies of this Bid Form and the attachments provided.

DOCUMENT 00 41 00.ND

BID FORM

Total Amount of Bid \$ _____

Contractor's Name _____

Telephone _____

PROJECT IDENTIFICATION: **2025 SRE Acquisition – High Speed Plow**
Minot International Airport
Minot, North Dakota
SEH No. MINOT 183865

BIDS TO BE OPENED: **Thursday, April 24, 2025 at 2:00 pm**

TABLE OF ARTICLES

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ARTICLE 1 – BID RECIPIENT

- 1.01 This Bid is submitted to [QuestCDN](#) Online
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – ATTACHMENTS TO THIS BID

- 2.01 The following documents are attached to and made a condition of this Bid:
- A. Required Bid security
 - B. List of Proposed Suppliers.
 - C. Affidavit of Non-Collusion

ARTICLE 3 – BASIS OF BID - LUMP SUM AND UNIT PRICES

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

LUMP SUM BID PRICE for BASE BID

\$ Enter Price on QuestCDN

3.01 Bidder has examined and carefully studied the Bidding Documents, any data, reference items identified in the Bidding Documents and acknowledges receipt of the Addenda via [QuestCDN](#) Online.

ARTICLE 4 – TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

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

ARTICLE 5 – BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

Bid Acceptance Period

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 90 days after the day of Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 Instructions to Bidder

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security

5.03 Receipt of Addenda

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum No.

Addendum Date

ARTICLE 6 – BIDDER'S REPRESENTATION AND CERTIFICATIONS

6.01 Bidders Representations

A. In submitting this Bid, Bidder represents that:

1. The following documents are attached to and made a condition of this Bid and shall be uploaded via [QuestCDN](#) Online.
1. Bidder has visited the site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
2. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress and performance of the Work.
3. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
4. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

5. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
6. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 Bidder certifies that:

A. The Bidder certifies the following:

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

ARTICLE 7 – DEFINED TERMS

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

ARTICLE 8 – BID SUBMITTAL

The Bid submitted by:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____
(SEAL) (Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner - attach evidence of authority to sign)

Name (typed or printed): _____

A Joint Venture

Name of Joint Venturer: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature - attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____
(CORPORATE SEAL)

Attest: _____
(Signature of Corporate Secretary)

Date of Qualification to do business in _____ is ____/____/____.
(State Where Project is Located)

Contact Information

Bidder's Business Address: _____

Phone: _____ Facsimile: _____ E-mail: _____

Submitted on _____, 20____.

State Contractor License No. _____. (If applicable)

END OF DOCUMENT

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BID BOND (PENAL SUM FORM)

Bidder Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: City of Minot Address <i>(principal place of business)</i> : 305 Airport Road, Suite 216 Minot, ND 58703	Bid Project <i>(name and location)</i> : 2025 SRE Acquisition – High Speed Plow Minot International Airport Bid Due Date: Thursday, April 24, 2025 at 2pm
Bond Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
By: _____ <i>(Full formal name of Bidder)</i>	By: _____ <i>(Full formal name of Surety) (corporate seal)</i>
Name: _____ <i>(Signature)</i>	Name: _____ <i>(Signature) (Attach Power of Attorney)</i>
Title: _____ <i>(Printed or typed)</i>	Title: _____ <i>(Printed or typed)</i>
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint ventures, if necessary.</i>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

LIST OF PROPOSED SUPPLIERS

Company _____ Telephone No. _____
Name of Contact _____
Address _____
Material/Equipment to be Supplied _____

Company _____ Telephone No. _____
Name of Contact _____
Address _____
Material/Equipment to be Supplied _____

Company _____ Telephone No. _____
Name of Contact _____
Address _____
Material/Equipment to be Supplied _____

Company _____ Telephone No. _____
Name of Contact _____
Address _____
Material/Equipment to be Supplied _____

Company _____ Telephone No. _____
Name of Contact _____
Address _____
Material/Equipment to be Supplied _____

Company _____ Telephone No. _____
Name of Contact _____
Address _____
Material/Equipment to be Supplied _____

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BIDDERS PROOF OF RESPONSIBILITY

This Bidders Proof of Responsibility must be submitted in accordance with Article 3.01 of the Instructions to Bidders.

On all contracts, bidder must submit a full and complete statement sworn to before any officer authorized to administer oaths of financial ability, equipment, experience in the work prescribed, and such other matters as the municipality may require for the protection and welfare of the public.

The objective of the questionnaire is not to discourage bidding or make it difficult for qualified bidders to file bids. Neither is it intended to discourage beginning contractors. It is intended to make it possible for the Owner to have exact information on financial ability, equipment and experience involved in awarding contracts to parties unfamiliar to the Owner. Owner reserves the right to require additional information before awarding the contract in order to determine qualification for the work.

The contents of this questionnaire will be considered confidential.

This questionnaire is to be submitted electronically with the bid per Article 3 of Document 00 21 13 Instructions to Bidders.

If the Owner is not satisfied with the sufficiency of the answers to the questionnaire a financial statement may be required or they may reject the bid or require additional information.

STATEMENT OF BIDDER'S QUALIFICATIONS

1. Name of Bidder: _____
2. Bidder's Address: _____
3. When Organized: _____
4. Where Incorporated: _____
5. How many years' have you been engaged in the contracting business under the present firm name: _____
6. Contracts on hand (attach a list of present contracts, including a schedule as to estimate completion date and gross amount of each contract).
7. General character of work performed by your firm.
8. Have you ever failed in the last _____ years to complete any work awarded to you?
Yes _____ No _____. If so, attach a statement detailing where and why.
9. Have you ever in the last _____ years defaulted on a contract?
Yes _____ No _____. If so, attach a statement detailing where and why.
10. Within the last _____ years, have you been involved in a civil or criminal indictment?
Yes _____ No _____. If so, attach a statement detailing where and why.
11. Attach list of the more important contracts completed by your firm, including kind of work and approximate cost.
12. Attach list of your major equipment.

13. Attach a statement of your experience in the construction of work similar in scope to this project.
14. Attach statement of background and experience of the principal members of your personnel, including the officers.
15. Credit availability: Furnish written evidence, preferably from banks.
16. Additional information may also be submitted if desired.

AFFIDAVIT OF NON-COLLUSION

STATE OF _____

COUNTY OF _____

I Hereby swear (or affirm) under the penalty of perjury:

- 1) That I am the bidder (if the bidder is an individual), a partner in the bidder (if the bidder is a partnership) or an officer or employee of the bidder corporation having authority to sign on its behalf (if the bidder is a corporation);
- 2) That the attached bid or bids have been arrived at by the bidder individually and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid designed to limit individual bidding or competition;
- 3) That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person, prior to any official opening of the bid or bids; and
- 4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Subscribed and sworn to before me this

_____ day of _____, 20_____

Bidder's Signature

Notary

Title

(Seal)

Company

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**CERTIFICATION OF COMPLIANCE WITH FAA BUY AMERICAN PREFERENCE -
EQUIPMENT/BUILDING PROJECTS (A4.3.3)**

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101, and other Made in America Laws, U.S. statutes, guidance, and FAA policies by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing steel and manufactured products produced in the United States;
 - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
 - c) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.
 - b) To faithfully comply with providing U.S. domestic product.
 - c) To furnish U.S. domestic product for any waiver request that the FAA rejects.
 - d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- ☐ The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
 - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
 - c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.
 - d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 2 Waiver (Nonavailability) - The iron, steel, manufactured goods or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

Type 3 Waiver - The cost of the item components and subcomponents produced in the United States is more that 60 percent of the cost of all components and subcomponents of the "item". The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108 (products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- d) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

Type 4 Waiver (Unreasonable Costs) - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bidders and/or offerors;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the FAA and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

END OF DOCUMENT

DOCUMENT 00 51 00

NOTICE OF AWARD

To: _____

Date: _____

Contract: 2025 SRE Acquisition – High Speed Plow, Minot International Airport
SEH Project No: MINOT 183865

You are notified that your Bid dated _____, 20__ for the above Contract has been considered. You are the apparent Successful Bidder and have been awarded a Contract for the above referenced project.

The Contract Price is _____.

Base Bid	\$ _____
Alternates	\$ _____
TOTAL	\$ _____

Copies of the proposed Agreement accompany this Notice of Award. Additional sets of Project Manuals and Drawings will be sent to you under separate cover and are not part of this Notice.

You must comply with the following conditions precedent within fifteen days of the date of this Notice of Award; that is by _____, 20__.

1. Deliver the following documents to the Engineer **electronically**:
Notice of Award
Agreement
Certificate of Insurance

2. (List other conditions). N/A

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid in default, to annul this Notice of Award, and to declare your bid security forfeited.

Within fifteen days after you comply with the above conditions, OWNER will return to you one fully-executed counterpart of the Contract Documents.

SEH
By: _____
Title: Engineer

ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged by _____, this ____ day of _____, 20__.

By _____
Title _____

c: Owner

END OF DOCUMENT

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**STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is by and between the City of Minot, North Dakota
(Owner) and _____ (Contractor).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: 2025 SRE Acquisition – High Speed Plow.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Furnishing Snow Removal Equipment.

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by Short Elliott Hendrickson Inc. (SEH®).
- 3.02 The Owner has retained SEH (Engineer) to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

Contract Times: Days

- B. Bidder agrees that the delivery of the base bid vehicle/equipment shall be made within **500** calendar days of the date of the Notice-to-Proceed or signed contract.

4.02 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$100 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$100 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.03 *Special Damages*

- A. None

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid attached hereto as Document 00 41 00.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Subject to the provisions of SC-15.01.C, Owner shall make monthly progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications of Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract:

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract:

- a. 95 percent of Work completed (with the balance being retainage).
- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Within 60 days after Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. 99 percent of Work completed (with the balance being retainage) less 250 percent of the cost to correct or complete work known at the time of Substantial Completion.

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

6.04 *Interest*

All amounts not paid when due shall bear interest at the rate of 4 percent per annum.

ARTICLE 7 – CONTRACT DOCUMENTS

7.01 *Contents*

A. The Contract Documents consist of the following:

1. Addenda (numbers 00 00 1__ to 00 00 1__, inclusive).
2. This Agreement (pages 00 52 00-1 to 00 52 00-5, inclusive).
3. General Conditions (pages 00 72 00-1 to 00 72 00-66, inclusive).
4. Supplementary Conditions (pages 00 73 00-1 to 00 73 00-5, inclusive).
5. Specifications as listed in the table of contents of the Project Manual.
6. Exhibits to this Agreement (enumerated as follows).
 - a. Contractor's Bid (Document 00 41 00).
 - b. Documentation submitted by Contractor prior to Notice of Award (pages ____ to ____, inclusive).
 - c. Certificate of Insurance.
7. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Field Order(s).
 - c. Work Change Directive(s).
 - d. Change Order(s).

B. The documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 7.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 8 – REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:

1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
2. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 9 – MISCELLANEOUS

9.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

9.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____, _____ (which is the Effective Date of the Contract).

OWNER:

City of Minot, North Dakota

By: _____

Title: _____

[CORPORATE SEAL]

Attest: _____

Title: _____

Address for Giving Notices:

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement).

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

CONTRACTOR:

By: _____

Title: _____

[CORPORATE SEAL]

Attest: _____

Title: _____

Address for Giving Notices:

License No. _____
(Where Applicable)

Agent for service of process: _____

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

Designated Representative:

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

END OF DOCUMENT

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DOCUMENT 00 55 00

NOTICE TO PROCEED

CITY OF MINOT, NORTH DAKOTA
2025 SRE ACQUISITION – HIGH SPEED PLOW
MINOT INTERNATIONAL AIRPORT
AIP NO. 3-30-0037-076-2025
SEH NO. MINOT 183865

TO:

ADDRESS:

You are hereby notified to proceed with the Work on the project. The Contract Times, as described in Article 4 of the Agreement, will commence to run on _____.

Prior to starting any work on the site, the following must be completed:

1. _____
2. _____
3. _____

GIVEN BY:

ACCEPTED BY:

Owner _____

Contractor _____

Signature _____

Signature _____

Title _____

Title _____

Date _____

Date _____

c: SEH

END OF DOCUMENT

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Section 10 Definition of Terms

When the following terms are used in these specifications, in the contract, or in any documents or other instruments pertaining to construction where these specifications govern, the intent and meaning shall be defined as follows:

Paragraph Number	Term	Definition
10-01	AASHTO	The American Association of State Highway and Transportation Officials.
10-02	Access Road	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	Advertisement	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	Airport	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	Airport Improvement Program (AIP)	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	Air Operations Area (AOA)	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	Apron	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	ASTM International (ASTM)	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	Award	The Owner's notice to the successful bidder of the acceptance of the submitted bid.
10-10	Bidder	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.
10-11	Building Area	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-12	Calendar Day	Every day shown on the calendar.

Paragraph Number	Term	Definition
10-13	Certificate of Analysis (COA)	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	Certificate of Compliance (COC)	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	Change Order	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-16	Contract	A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment. The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.
10-17	Contract Item (Pay Item)	A specific unit of work for which a price is provided in the contract.
10-18	Contract Time	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
10-19	Contractor	The individual, partnership, firm, or corporation primarily liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through lawful agents or employees to complete the contract work.
10-20	Contractors Quality Control (QC) Facilities	The Contractor's QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-21	Contractor Quality Control Program (CQCP)	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
10-22	Control Strip	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.

Paragraph Number	Term	Definition
10-23	Construction Safety and Phasing Plan (CSPP)	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator's consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	Drainage System	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	Engineer	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, inspection, and/or observation of the contract work and acting directly or through an authorized representative.
10-26	Equipment	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	Extra Work	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner's Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.
10-28	FAA	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	Federal Specifications	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.
10-30	Force Account	a. Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis. b. Owner Force Account - Work performed for the project by the Owner's employees.
10-31	Intention of Terms	Whenever, in these specifications or on the plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words "approved," "acceptable," "satisfactory," or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner. Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be

Paragraph Number	Term	Definition
		interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.
10-32	Lighting	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-33	Major and Minor Contract Items	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
10-34	Materials	Any substance specified for use in the construction of the contract work.
10-35	Modification of Standards (MOS)	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-36	Notice to Proceed (NTP)	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-37	Owner	The term “Owner” shall mean the party of the first part or the contracting agency signatory to the contract. Where the term “Owner” is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is the City of Minot, North Dakota .
10-38	Passenger Facility Charge (PFC)	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	Pavement Structure	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	Payment bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-41	Performance bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
10-42	Plans	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the

Paragraph Number	Term	Definition
		contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
10-43	Project	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	Proposal	The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-45	Proposal guaranty	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
10-46	Quality Assurance (QA)	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	Quality Control (QC)	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-48	Quality Assurance (QA) Inspector	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.
10-49	Quality Assurance (QA) Laboratory	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	Resident Project Representative (RPR)	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-51	Runway	The area on the airport prepared for the landing and takeoff of aircraft.
10-52	Runway Safety Area (RSA)	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-53	Safety Plan Compliance Document (SPCD)	Details how the Contractor will comply with the CSPP.
10-54	Specifications	A part of the contract containing the written directions and requirements for completing the contract work. Standards for

Paragraph Number	Term	Definition
		specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-55	Sponsor	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport.
10-56	Structures	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	Subgrade	The soil that forms the pavement foundation.
10-58	Superintendent	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-59	Supplemental Agreement	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	Surety	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	Taxilane	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	Taxiway	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	Taxiway/Taxilane Safety Area (TSA)	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	Work	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's

Paragraph Number	Term	Definition
		performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	Working day	A working day shall be any day other than a legal holiday, Saturday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Saturdays, Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.
10-66	Owner Defined terms	None

END OF SECTION 10

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Section 20 Proposal Requirements and Conditions

20-01 Advertisement (Notice to Bidders). See Document 00 11 13, Advertisement for Bids

20-02 Qualification of bidders. Each bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner at the time of bid opening.

Evidence of competency, unless otherwise specified, shall consist of statements covering the bidder's past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.

Each bidder shall furnish the Owner satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder's financial resources and liabilities as of the last calendar year or the bidder's last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder's financial responsibility has changed, the bidder shall qualify the public accountant's statement or report to reflect the bidder's true financial condition at the time such qualified statement or report is submitted to the Owner.

Unless otherwise specified, a bidder may submit evidence that they are prequalified with the State Highway Division and are on the current "bidder's list" of the state in which the proposed work is located. Evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

20-03 Contents of proposal forms. The Owner's proposal forms state the location and description of the proposed construction; the place, date, and time of opening of the proposals; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The proposal form states the time in which the work must be completed, and the amount of the proposal guaranty that must accompany the proposal. The Owner will accept only those Proposals properly executed on physical forms or electronic forms provided by the Owner. Bidder actions that may cause the Owner to deem a proposal irregular are given in paragraph 20-09 *Irregular proposals*.

20-04 Issuance of proposal forms. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder if the bidder is in default for any of the following reasons:

- a. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.
- c. Documented record of Contractor default under previous contracts with the Owner.
- d. Documented record of unsatisfactory work on previous contracts with the Owner.

20-05 Interpretation of estimated proposal quantities. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

20-06 Examination of plans, specifications, and site. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, materials to be furnished, and to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

20-07 Preparation of proposal. The bidder shall submit their proposal on the forms furnished by the Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall correctly sign the proposal in ink. If the proposal is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

20-08 Responsive and responsible bidder. A responsive bid conforms to all significant terms and conditions contained in the Owner's invitation for bid. It is the Owner's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

20-09 Irregular proposals. Proposals shall be considered irregular for the following reasons:

- a. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.
- b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.
- c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
- d. If the proposal contains unit prices that are obviously unbalanced.
- e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.
- f. If the applicable Disadvantaged Business Enterprise information is incomplete.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-10 Bid guarantee. See Document 00 21 13 Instructions to Bidders for Instructions

20-11 Delivery of proposal. Bids for this project will ONLY be received electronically. See Document 00 11 13, Advertisement for Bids for information.

20-12 Withdrawal or revision of proposals. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing, by fax, or by email before the time specified for opening bids. Revised

proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

20-13 Public opening of proposals. Proposals shall be opened, and read, publicly at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-14 Disqualification of bidders. A bidder shall be considered disqualified for any of the following reasons:

a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.

c. If the bidder is considered to be in “default” for any reason specified in paragraph 20-04, *Issuance of Proposal Forms*, of this section.

20-15 Discrepancies and Omissions. A Bidder who discovers discrepancies or omissions with the project bid documents shall immediately notify the Owner’s Engineer of the matter. A bidder that has doubt as to the true meaning of a project requirement may submit to the Owner’s Engineer a written request for interpretation no later than 5 days prior to bid opening.

Any interpretation of the project bid documents by the Owner’s Engineer will be by written addendum issued by the Owner. The Owner will not consider any instructions, clarifications or interpretations of the bidding documents in any manner other than written addendum.

END OF SECTION 20

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Section 30 Award and Execution of Contract

30-01 Consideration of proposals. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

a. If the proposal is irregular as specified in Section 20, paragraph 20-09, *Irregular Proposals*.

b. If the bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

30-02 Award of contract. The award of a contract, if it is to be awarded, shall be made within **90** calendar days of the date specified for publicly opening proposals, unless otherwise specified herein.

If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

30-03 Cancellation of award. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with paragraph 30-07 *Approval of Contract*.

30-04 Return of proposal guaranty. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, *Consideration of Proposals*. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds*.

30-05 Requirements of contract bonds. At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

30-06 Execution of contract. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in paragraph 30-05, *Requirements of Contract Bonds*, of this section, within **15** calendar days from the date mailed or otherwise delivered to the successful bidder.

30-07 Approval of contract. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances, and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

30-08 Failure to execute contract. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *Execution of Contract*, of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to the Owner.

END OF SECTION 30

Section 40 Scope of Work

40-01 Intent of contract. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 Alteration of work and quantities. The Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Owner's Engineer or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.

Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, paragraph 90-03, *Compensation for Altered Quantities*.

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

40-03 Omitted items. The Owner, the Owner's Engineer or the RPR may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *Payment for Omitted Items*.

40-04 Extra work. Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the requirements specified in the order, and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

If extra work is essential to maintaining the project critical path, RPR may order the Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available

to establish the level of effort necessary for the extra work, the Owner shall initiate a change order or supplemental agreement to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-05 Maintenance of traffic. Not applicable to this project.

40-06 Removal of existing structures. Not applicable to this project.

40-07 Rights in and use of materials found in the work. Not applicable to this project.

40-08 Final cleanup. Not applicable to this project.

END OF SECTION 40

Section 50 Control of Work

50-01 Authority of the Resident Project Representative (RPR). The RPR has final authority regarding the interpretation of project specification requirements. The RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The RPR does not have the authority to accept work that does not conform to specification requirements.

50-02 Conformity with plans and specifications. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications.

If the RPR finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the RPR will advise the Owner of their determination that the affected work be accepted and remain in place. The RPR will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

If the RPR finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the RPR's written orders.

The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the RPR's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the RPR's opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide the RPR with the authority, after consultation with the Sponsor and FAA, to use sound engineering judgment in their determinations to accept work that is not in strict conformity, but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.

The RPR will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

50-03 Coordination of contract, plans, and specifications. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within

standard test methods, the Contractor shall immediately ask the RPR for an interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify the Owner or the designated representative in writing requesting their written interpretation and decision.

50-04 List of Special Provisions. Refer to project manual.

50-05 Cooperation of Contractor. The Contractor shall be supplied with two hard copies or an electronic PDF of the plans and specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the RPR and their inspectors and with other Contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the RPR or their authorized representative.

50-06 Cooperation between Contractors. Not applicable to this project.

50-07 Construction layout and stakes. Not applicable to this project.

50-08 Authority and duties of Quality Assurance (QA) inspectors. Not applicable to this project.

50-09 Inspection of the work. All materials and each part or detail of the work shall be subject to inspection. The RPR shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the RPR requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Provide advance written notice to the RPR of work the Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the RPR may be ordered removed and replaced at the Contractor's expense.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 Removal of unacceptable and unauthorized work. Not applicable to this project.

50-11 Load restrictions. Not applicable to this project.

50-12 Maintenance during construction. Not applicable to this project.

50-13 Failure to maintain the work. Not applicable to this project.

50-14 Partial acceptance. If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the

Contractor may request the RPR to make final inspection of that unit. If the RPR finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the RPR may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

50-15 Final acceptance. Upon due notice from the Contractor of presumptive completion of the entire project, the RPR and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The RPR shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the RPR will notify the Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the RPR will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 Claims for adjustment and disputes. If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the RPR in writing of their intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the RPR is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the RPR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the RPR who will present it to the Owner for consideration in accordance with local laws or ordinances.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

END OF SECTION 50

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Section 60 Control of Materials

60-01 Source of supply and quality requirements. Not required for this project.

60-02 Samples, tests, and cited specifications. Not required for this project.

60-03 Certification of compliance/analysis (COC/COA). Not required for this project.

60-04 Plant inspection. Not required for this project.

60-05 Engineer/ Resident Project Representative (RPR) field office. Not required for this project.

60-06 Storage of materials. Not required for this project.

60-07 Unacceptable materials. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the RPR has approved its use in the work.

60-08 Owner furnished materials. Not applicable to this project.

END OF SECTION 60

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Section 70 Legal Regulations and Responsibility to Public

70-01 Laws to be observed. The Contractor shall keep fully informed of all federal and state laws, all local laws, ordinances, and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner and all their officers, agents, or servants against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

70-02 Permits, licenses, and taxes. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

70-03 Patented devices, materials, and processes. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

70-04 Restoration of surfaces disturbed by others. Not applicable to this project.

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the RPR.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not such work by others is listed above. When ordered as extra work by the RPR, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 Federal Participation. The United States Government has agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 Sanitary, health, and safety provisions. The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

70-07 Public convenience and safety. The Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *Maintenance of Traffic*, and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR. If the RPR determines the existence of Contractor debris in the work site represents a hazard to airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against the Contractor.

70-08 Construction Safety and Phasing Plan (CSPP). Not applicable to this project.

70-09 Use of explosives. Not applicable to this project.

70-10 Protection and restoration of property and landscape. The Contractor shall be responsible for the preservation of all public and private property, and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer/RPR has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, or misconduct in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

70-11 Responsibility for damage claims. The Contractor shall indemnify and hold harmless the Engineer/RPR and the Owner and their officers, agents, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of their own contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, their own surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

70-12 Third party beneficiary clause. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 Opening sections of the work to traffic. Not applicable to this project.

70-14 Contractor's responsibility for work. Until the RPR's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work. The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by

any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatsoever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 Contractor's responsibility for utility service and facilities of others. Not applicable to this project.

70-16 Furnishing rights-of-way. Not applicable to this project.

70-17 Personal liability of public officials. In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR, their authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-18 No waiver of legal rights. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or their surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

70-19 Environmental protection. The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

70-20 Archaeological and historical findings. Not applicable to this project.

70-21 Insurance Requirements. See Supplemental Conditions.

END OF SECTION 70

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Section 80 Execution and Progress

80-01 Subletting of contract. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).

Should the Contractor elect to assign their contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner.

80-02 Notice to proceed (NTP). The Owners notice to proceed will state the date on which contract time commences. The Contractor is expected to commence project operations within 10 days of the NTP date. The Contractor shall notify the RPR at least **24 hours** in advance of the time contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.

80-03 Execution and progress. Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR's review and acceptance at least **10 days** to the start of work. The Contractor's progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR's request, submit a revised schedule for completion of the work within the contract time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the RPR at least **24 hours** in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the NTP is issued by the Owner.

80-04 Limitation of operations. Not applicable to this project.

80-04.1 Operational safety on airport during construction. Not applicable to this project.

80-05 Character of workers, methods, and equipment. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

Should the Contractor fail to remove such person or persons, or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously completed work, adjacent property, or existing airport facilities due to its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the contract, plans, and specifications.

When the contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR. If the Contractor desires to use a method or type of equipment other than specified in the contract, the Contractor may request authority from the RPR to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with contract requirements. If, after trial use of the substituted methods or equipment, the RPR determines that the work produced does not meet contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the RPR may direct. No change will be made in basis of payment for the contract items involved nor in contract time as a result of authorizing a change in methods or equipment under this paragraph.

80-06 Temporary suspension of the work. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods the Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The RPR will forward the Contractor's claim to the Owner for consideration in accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the airport.

80-07 Determination and extension of contract time. The number or calendar days shall be stated in the proposal and contract and shall be known as the Contract Time.

If the contract time requires extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

80-07.1 Contract time based on calendar days. Contract Time based on calendar days shall consist of the number of calendar days stated in the contract counting from the effective date of the Notice to

Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the contract time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the contract time shall not consider either cost of work or the extension of contract time that has been covered by a change order or supplemental agreement. Charges against the contract time will cease as of the date of final acceptance.

80-08 Failure to complete on time. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in paragraph 80-07, *Determination and Extension of Contract Time*) the sum specified in the contract and proposal as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their contract.

Schedule	Liquidated Damages Cost	Allowed Construction Time
High-Speed Plow	\$100/Calendar Day	500 Calendar Day

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the contract.

80-09 Default and termination of contract. The Contractor shall be considered in default of their contract and such default will be considered as cause for the Owner to terminate the contract for any of the following reasons, if the Contractor:

- a. Fails to begin the work under the contract within the time specified in the Notice to Proceed, or
- b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the contract, or
- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d. Discontinues the execution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the RPR of the facts of such delay, neglect,

or default and the Contractor's failure to comply with such notice, have full power and authority without violating the contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said contract according to the terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

80-10 Termination for national emergencies. The Owner shall terminate the contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the contract, or any portion thereof, is terminated before completion of all items of work in the contract, payment will be made for the actual number of units or items of work completed at the contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the RPR.

Termination of the contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

80-11 Work area, storage area and sequence of operations. The Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

END OF SECTION 80

Section 90 Measurement and Payment

90-01 Measurement of quantities. All work completed under the contract will be measured by the RPR, or their authorized representatives, using United States Customary Units of Measurement.

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the RPR.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term “lump sum” when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, “lump sum” work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When requested by the Contractor and approved by the RPR in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the RPR and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Measurement and Payment Terms

Term	Description
Excavation and Embankment Volume	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
Measurement and Proportion by Weight	The term “ton” will mean the short ton consisting of 2,000 pounds (907 kg) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
Asphalt Material	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the

Term	Description
	volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton (kg) or hundredweight (km).
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
Scales	Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end. Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted. In the event inspection reveals the scales have been “overweighing” (indicating more than correct weight) they will be immediately adjusted. All materials received subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%. In the event inspection reveals the scales have been under-weighing (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded. Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them. Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment. All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in

Term	Description
	this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.
Rental Equipment	Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in paragraph 90-05 <i>Payment for Extra Work</i> .
Pay Quantities	When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.

90-02 Scope of payment. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

When the “basis of payment” subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-03 Compensation for altered quantities. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of Work and Quantities*, will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 Payment for omitted items. As specified in Section 40, paragraph 40-03, *Omitted Items*, the RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the RPR omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the RPR’s order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the RPR’s order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the RPR’s order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

90-05 Payment for extra work. Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

90-06 Partial payments. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

The Owner may hold retainage from prime Contractors and provide for prompt and regular incremental acceptances of portions of the prime contract, pay retainage to prime Contractors based on these acceptances, and require a contract clause obligating the prime Contractor to pay all retainage owed to the subcontractor for satisfactory completion of the accepted work within 30 days after the Owner's payment to the prime Contractor. Owner may elect to incrementally release retainage if owner is satisfied its interest with completion of the project are protected in an adequate manner.

a. From the total of the amount determined to be payable on a partial payment, 5 percent of such total amount will be deducted and retained by the Owner for protection of the Owner's interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:

(1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50-03. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.

(2) In lieu of retainage, the Contractor may exercise at its option the establishment of an escrow account per paragraph 90-08.

b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 30 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 30 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

c. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change

orders or supplemental agreements, except when such excess quantities have been determined by the RPR to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in paragraph 90-09, *Acceptance and Final Payment*.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

90-07 Payment for materials on hand. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

- a. The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.
- b. The Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- c. The Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.
- d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.
- e. The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of their responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this paragraph.

90-08 Payment of withheld funds. At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in paragraph 90-06 *Partial Payments*, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

- a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.
- b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.

c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.

d. The Contractor shall obtain the written consent of the surety to such agreement.

90-09 Acceptance and final payment. When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the RPR of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

After the Contractor has approved, or approved under protest, the RPR's final estimate, and after the RPR's receipt of the project closeout documentation required in paragraph 90-11, *Contractor Final Project Documentation*, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of Section 50, paragraph 50-16, *Claims for Adjustments and Disputes*, or under the provisions of this paragraph, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

90-10 Construction warranty.

a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. The Owner will notify the Contractor, in writing, within [seven (7)] days after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within [14] days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

90-11 Contractor Final Project Documentation. Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves the Contractor's final submittal. The Contractor shall:

a. Provide two (2) copies of all manufacturer's warranties specified for materials, equipment, and installations.

b. Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.

c. Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.

d. Complete all punch list items identified during the Final Inspection.

e. Provide complete release of all claims for labor and material arising out of the Contract.

f. Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.

g. When applicable per state requirements, return copies of sales tax completion forms.

h. Manufacturer's certifications for all items incorporated in the work.

i. All required record drawings, as-built drawings or as-constructed drawings.

j. Project Operation and Maintenance (O&M) Manual(s).

k. Security for Construction Warranty.

l. Equipment commissioning documentation submitted, if required.

END OF SECTION 90

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This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

Prepared By



Endorsed By



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National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2794
(703) 684-2882
www.nspe.org

American Council of Engineering Companies
1015 15th Street N.W., Washington, DC 20005
(202) 347-7474
www.acec.org

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400
(800) 548-2723
www.asce.org

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
- 11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 - 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
 - 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
 - 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
 - 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
 - 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
 - 17. *Cost of the Work*—See Paragraph 13.01 for definition.
 - 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 - 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
 - 20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
 - 21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
 - 22. *Engineer*—The individual or entity named as such in the Agreement.
 - 23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
- The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.
33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion of such Work.
43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of

subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.

- c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.

47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

48. *Unit Price Work*—Work to be paid for on the basis of unit prices.

49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives*: The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective*: The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - 1. does not conform to the Contract Documents;

2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
3. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).

E. *Furnish, Install, Perform, Provide*

1. The word "furnish," when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
2. The word "install," when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
3. The words "perform" or "provide," when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. *Contract Price or Contract Times*: References to a change in "Contract Price or Contract Times" or "Contract Times or Contract Price" or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term "or both" is not expressed.

G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor's Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner's Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

A. *Standards Specifications, Codes, Laws and Regulations*

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

- b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Requirements of the Contract Documents

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.
- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 Reuse of Documents

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Commencement of Contract Times; Notice to Proceed

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;

3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 4. Acts of war or terrorism.
- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
 - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings*: The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities*: Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents*: Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
2. is of such a nature as to require a change in the Drawings or Specifications;
3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
 1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
 2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;

- b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
- 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
- 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
 - 1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 - 2. complying with applicable state and local utility damage prevention Laws and Regulations;
 - 3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 - 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 - 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
 - 1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;

2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.

During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:
 - a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface

Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 Hazardous Environmental Conditions at Site

A. Reports and Drawings: The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. Reliance by Contractor on Technical Data Authorized: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the

Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.
- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party’s full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party’s obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner’s option, may purchase and maintain Owner’s own liability insurance. Owner’s liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner’s liability policies for any of Contractor’s obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker’s compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor’s liability policies) on each Subcontractor’s commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 Contractor's Insurance

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 - 5. include all necessary endorsements to support the stated requirements.

- C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
 4. not seek contribution from insurance maintained by the additional insured; and
 5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.
1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.
- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.

- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
 - 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.

- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
 - 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
 - 1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 - 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
 - 3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.

- b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination:* Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee:* Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost:* Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.
- E. *Contractor's Expense:* Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination:* If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.
- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.

- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.
- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 Submittals

A. Shop Drawing and Sample Requirements

1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.
3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.

B. Submittal Procedures for Shop Drawings and Samples: Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.

1. Shop Drawings

- a. Contractor shall submit the number of copies required in the Specifications.
- b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.

2. Samples

- a. Contractor shall submit the number of Samples required in the Specifications.
- b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Engineer's Review of Shop Drawings and Samples*

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.
5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. *Resubmittal Procedures for Shop Drawings and Samples*

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. *Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs*

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.
 - d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.

F. *Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.*

7.17 *Contractor's General Warranty and Guarantee*

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 2. normal wear and tear under normal usage.

- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
1. Observations by Engineer;
 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 4. Use or occupancy of the Work or any part thereof by Owner;
 5. Any review and approval of a Shop Drawing or Sample submittal;
 6. The issuance of a notice of acceptability by Engineer;
 7. The end of the correction period established in Paragraph 15.08;
 8. Any inspection, test, or approval by others; or
 9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.
- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.

- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.
- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other

contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.
- E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

- A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

- A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will

not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

- A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.
- E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

- A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.
- B. If Owner has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:
 - 1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 - 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 - 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
 - 1. A mutually acceptable fixed fee; or
 - 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;

- c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
- d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
- e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
- f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.
- B. *Change Proposal Procedures*
 - 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.

2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.
 5. *Binding Decision:* Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals:* If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion:* Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 Notification to Surety

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim

is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or
 2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.
 - 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.
 - c. *Construction Equipment Rental*
 - 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
 - d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
 - f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.
 - g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
 - 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 6. Expenses incurred in preparing and advancing Claims.
 - 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee*
- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.

- b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
 - 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.
- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
 - 1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 - 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.
- E. *Adjustments in Unit Price*
 - 1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
 - 2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
 - 3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 Tests, Inspections, and Approvals

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.

- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.
- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
 - 1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 - 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 - 3. by manufacturers of equipment furnished under the Contract Documents;
 - 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 - 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.
- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

- F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.

2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.
3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;
 - b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;

- d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:
 - 1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
 - 2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.
 - d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim, appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.
- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
 1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.
- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 2. agree with the other party to submit the dispute to another dispute resolution process; or
 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;

2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS

TABLE OF ARTICLES

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These Supplementary Conditions amend or supplement the Standard General Conditions of the Construction Contract, EJCDC® C-700 (2018 Edition). All provisions that are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added thereto.

SC-2.02 Copies of Documents

Delete Paragraph 2.02.A in its entirety and insert the following:

- A. Owner shall furnish to Contractor 1 printed copies of the Contract Documents (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished on request at the cost of reproduction.

SC-7.07 Concerning Subcontractors and Suppliers

Delete Paragraph 7.07.H in its entirety and substitute the following in its place:

- H. Upon Owner's request, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of request.

SC-10.03 Resident Project Representative

Add the following new paragraphs immediately after Paragraph 10.03.A:

- B. The Resident Project Representative (RPR) will be Engineer's employee or agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
 - 1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. The RPR shall generally

communicate with Owner only with the knowledge of and under the direction of Engineer.

2. *Schedules*: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.
3. *Conferences and Meetings*: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. *Liaison*:
 - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's authorized representative or designee, assist in providing information regarding the intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents*: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. *Shop Drawings and Samples*:
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. *Modifications*: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. *Review of Work and Rejection of Defective Work*:
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. *Inspections, Tests, and System Startups*:
 - a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.

10. *Records:*

- a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- c. Maintain records for use in preparing Project documentation.

11. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

12. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. *Completion:*

- a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.
- b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the Work.

D. The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, Suppliers, or Contractor's superintendent.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

SC-15.01.B Applications for Payments

Add the following language at the end of Paragraph 15.01.B.1:

1. Supporting documentation to accompany each Application for Payment shall include:
 - a. Updated Project Schedule.
 - b. Updated list showing current status of submittals.
 - c. Documentation showing payment by Contractor for materials and/or equipment stored.
 - d. Documentation showing insurance coverage for materials and/or equipment stored.

SC-15.01.D Payment Becomes Due

Delete Paragraph 15.01.D.1 in its entirety and insert the following:

1. 30 days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

SC-15.03 Substantial Completion

Add a new paragraph immediately after Paragraph 15.03.A which reads as follows:

1. For this Work, Substantial Completion is further defined as follows:
 - a. Delivery of contracted equipment. 100 percent operational equipment including carrier vehicle and all attachments

SC-15.03 Substantial Completion

Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

SC-15.05 Final Inspection

Add the following language after the second sentence of Paragraph 15.05.A:

If, after such measures are taken, subsequent inspections by Engineer reveal that any of the previously identified particulars remain incomplete or defective, Engineer will again notify Contractor in writing of the remaining particulars. All costs associated with any subsequent inspections in which said remaining particulars are revealed, will be documented by Engineer and paid by Contractor to Owner.

Add the following new paragraph immediately after Paragraph 15.06.A.3:

Before final application for payment is made for the work, Contractor must make satisfactory showing of compliance with M.S.A. §290.92, which requires the withholding of state income taxes for wages paid employees on this project. Submittal of Certificate of Compliance from the Commissioner of Taxation to the Owner will satisfy this requirement. Contractor is advised that before such certificate can be issued, they must first place on file with the Commissioner of Taxation an affidavit that they have complied with the provisions of M.S.A. §290.92.

SC-15.08 Correction Period

Delete Paragraph 15.08.A in its entirety and insert the following in its place:

- A. If within one year after the date of Final Payment (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
1. correct the defective repairs to the Site or such other adjacent areas; or
 2. correct such defective Work; or
 3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others or other land or areas resulting therefrom.

END OF DOCUMENT

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SECTION 01 25 13

PRODUCT SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

- A. Administrative and procedural requirements for handling requests for substitutions.
- B. The following is not included in this Section:
 - 1. Procedural requirements governing Contractor's selection of product options (Section 01 60 00).

1.02 DEFINITIONS

- A. Definitions used in this Article are not intended to change or modify the meaning of other terms used in the Contract Documents.
- B. Substitutions: Requests for changes in products, materials, equipment and methods of construction required by Contract Documents proposed by Contractor.
- C. The following are not considered substitutions:
 - 1. Revisions to Contract Documents requested by Owner or Engineer.
 - 2. Specified options of products and construction methods included in Contract Documents.
 - 3. Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

1.03 SUBMITTALS

- A. Substitution Request Prior to Bid: For a Product Substitution to be considered, the following conditions must be met:
 - 1. All requests must be submitted in writing no later than 10 calendar days prior to the date for receipt of the bids.
 - 2. Faxed submittals will not be considered.
 - 3. Submit each request for substitution (one material or product per form) on the attached "Substitution Request Form" attached at the end of this section (either duplicated from the Project Manual or available from Engineer's office) together with a self-addressed, stamped envelope. Submittals not accompanied by this form properly filled in and endorsed will be discarded without review. NO EXCEPTIONS.
 - 4. Identify any impact of the substituted product on related items.
 - 5. Approved items will be listed in addenda. Requests for substitution will be returned in the self-addressed, stamped envelope provided by bidder at Engineer's earliest convenience.
- B. All substitutions permitted on addenda must meet or exceed requirements of the specifications including, but not limited to:
 - 1. Warranty.
- C. Substitution Request After Bid: Requests for substitution will be considered if received within 60 days after commencement of the work. Requests received more than 60 days after commencement of the work may be considered or rejected at the discretion of Engineer.
 - 1. Submit 3 copies of each request for substitution for consideration. Submit requests in the form and in accordance with procedures required for change order proposals.
 - 2. Identify the product, or the fabrication or installation method to be replaced in each request. Include related specification section and Drawing numbers.

3. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:
 - a. Product data, including drawings and descriptions of products, fabrication and installation procedures.
 - b. Samples, where applicable or requested.
 - c. A detailed comparison of significant qualities of the proposed substitution with those of the work specified. Significant qualities may include elements such as size, weight, durability, performance and visual effect.
 - d. Coordination information, including a list of changes or modifications needed to other parts of the work and to construction performed by Owner and separate contractors, that will become necessary to accommodate the proposed substitution.
 - e. A statement indicating the substitution's effect on Contractor's construction schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall contract time.
 - f. Cost information, including a proposal of the net change, if any in the contract sum.
 - g. Certification by Contractor that the substitution proposed is equal-to or better in every significant respect to that required by the Contract Documents, and that it will perform adequately in the application indicated.
 - h. Include Contractor's waiver of rights to additional payment or time, which may subsequently become necessary because of the failure of the substitution to perform adequately.
- D. Substitution Conditions:
 1. Contractor's substitution request will be received and considered by Engineer when one or more of the following conditions are satisfied, as determined by Engineer, otherwise requests will be returned without action except to record noncompliance with these requirements:
 - a. Extensive revisions to Contract Documents are not required.
 - b. Proposed changes are in keeping with the general intent of Contract Documents.
 - c. The request is timely, fully documented and properly submitted.
 - d. Contractors and suppliers will be expected to provide the specified product unless prior approval is received from Engineer's office in sufficient time so that all bidders can be notified through an addendum.
 - e. The specified product or method of construction cannot be provided within the contract time. The request will not be considered if the product or method cannot be provided as a result of failure to pursue the work promptly or coordinate activities properly.
 - f. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.
 - g. A substantial advantage is offered to Owner, in terms of cost, time, energy conservation, or other considerations of merit, after deducting offsetting responsibilities Owner may be required to bear. Additional responsibilities for Owner may include additional compensation to Engineer for redesign and evaluation services, increased cost of other construction by Owner, or separate contractors, and similar considerations.
 - h. The specified product or method of construction cannot be provided in a manner that is compatible with other materials, and where Contractor certifies that the substitution will overcome the incompatibility.
 - i. The specified product or method of construction cannot be coordinated with other materials, and where Contractor certifies that the proposed substitution can be coordinated.
 - j. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where Contractor certifies that the proposed substitution provides the required warranty.
 - k. Where a proposed substitution involves more than one prime contractor, each contractor shall cooperate with the other contractors involved to coordinate the work, provide uniformity and consistency, and to assure compatibility of products.
- E. Limitations: Contractor's submittal and Engineer's acceptance of Shop Drawings, Product Data, or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.
- F. Substitution Causing Redesign: Engineer time for redesign as a result of substitution, will be charged to Owner, then deducted by Construction Change Directive from Contract Amount.

G. Engineer's Action:

1. Request Prior to Bid: If approved, substitution will be included in an addendum.
2. Request After Bid:
 - a. If necessary, within one week of receipt of the request for substitution, Engineer will request additional information or documentation necessary for evaluation of the request.
 - b. Within two weeks of receipt of the request, or one week of receipt of the additional information or documentation, whichever is later, Engineer will notify Contractor of acceptance or rejection of the proposed substitution.
 - c. If a decision on use of a proposed substitute cannot be made or obtained within the time allocated, use the product specified by name.
 - d. Acceptance will be in the form of a change order.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SUBSTITUTION REQUEST FORM

TO: Attn: Josh Holbrook
Short Elliott Hendrickson Inc.
jholbrook@sehinc.com

PROJECT: 2025 SRE Acquisition – High Speed Plow
Minot International Airport, Minot, North Dakota

SECTION NO.	ARTICLE NO.	SPECIFIED PRODUCT	PROPOSED SUBSTITUTION
A.		Does the substitution affect dimensions shown on Drawings?	Yes ☐ No ☐
B.		Does the substitution affect other trades?	Yes ☐ No ☐
C.		Does the manufacturer's guarantee differ from that specified?	Yes ☐ No ☐
D.		If you indicated "Yes" to Items A, B, or C above, attach a thorough explanation on your company letterhead.	
E.		If there are other differences between proposed substitution and specified product, attach a thorough explanation on your company letterhead. If differences are not noted and acknowledged in writing by Engineer, product must comply with specification requirements.	
F.		The proposed substitution was used within the last 24 months on the following project: Project Name _____ Location _____ Engineer _____ Telephone No. _____	
G.		Has the proposed substitution been used on an SEH project within the last 12 months? Yes ☐ No ☐ If yes, which project? _____	

***All questions must be answered. Incomplete forms will not be reviewed.
Include a self-addressed, stamped envelope for reply.***

Submitted By: _____

Signature

Firm

Address

Date

Phone

E-mail

For Use by Design Consultant

- ☐ Not Accepted, Not Enough Information
☐ Not Accepted, Does Not Appear to be Equal
☐ Accepted ☐ Accepted as Noted
☐ Received Too Late

By _____

Date _____

Remarks _____

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

- A. Requirements Included:
 - 1. Procedures
 - 2. Product Data
 - 3. Material Safety Data Sheets

1.02 PROCEDURES

- A. Deliver submittals to Engineer at address listed in Project Manual with a Transmittal.
- B. Transmit each item under Engineer-accepted form.
 - 1. Identify Project, Contractor, subcontractor, major supplier.
 - 2. Identify pertinent Drawing sheet and detail number, and specification Section number.
 - 3. Identify deviations from Contract Documents.
 - 4. Provide space for Engineer and consultant review stamps.
- C. Submit initial delivery schedule as described in Section 80, Execution and Progress.
- D. The Contractor shall account for a minimum of 10-business days to allow for the Engineer to review the submittal. The Engineer will only review a complete submittal.
- E. After Engineer review of submittal, revise and resubmit as required, identifying changes made since previous submittal.
- F. Distribute copies of reviewed submittals to concerned persons. Instruct recipients to promptly report any inability to comply with provisions.

1.03 PRODUCT DATA

- A. Submit all Product Data electronically in pdf format via the Project website.
- B. Submit manufacturer's printed instructions for delivery, storage, assembly, installation start-up, adjusting, finishing, and maintenance.

1.04 MATERIAL SAFETY DATA SHEETS

- A. Submit MSDS to the Site on all products with chemical emissions and as called for in individual technical sections.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

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PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Administrative and procedural requirements governing:
 - a. Products.
 - b. Delivery, storage and handling.

1.02 PRODUCT DEFINITIONS

- A. Products:
 - 1. Unless indicated otherwise, the term "products" represents new material, machinery, components, equipment, fixtures, and systems forming the Work.
 - 2. Does not include machinery and equipment used for preparation, fabrication, conveying, or erection of the Work.
- B. Named Products: Items identified by manufacturer's product name, including make or model designation, indicated in the manufacturer's published product literature, that is current as of the date of the Contract Documents.
- C. Materials: Products that are substantially shaped, cut, worked, mixed, finished, refined, or otherwise fabricated, processed, or installed as part of the Work.
- D. Equipment: A product with operational parts, whether motorized or manually operated, that requires service connections such as wiring or piping.

1.03 PRODUCT QUALITY ASSURANCE

- A. Source Limitations: To the fullest extent possible, provide products of the same kind, from a single source.
- B. Limited Quantities:
 - 1. When specified products are available only from sources that do not or cannot produce a quantity adequate to complete Project requirements in a timely manner, consult with Engineer for a determination of the most important product qualities before proceeding.
 - 2. Qualities may include attributes relating to:
 - a. Visual appearance.
 - b. Strength.
 - c. Durability.
 - d. Compatibility.
 - 3. When a determination has been made, select products from sources that possess these qualities to the fullest extent possible.

1.04 PRODUCT REQUIREMENTS

- A. Minimum Requirements: Comply with specifications and referenced standards.
- B. Product Provision: Provide products complete with all accessories, trim, finish, safety guards, and other devices and details needed for a complete installation and for the intended use and effect.
- C. Components: Items required to be supplied in quantity within a specification section shall be the same and shall be interchangeable.

- D. Compatibility of Options: When Contractor is given the option of selecting between 2 or more products for use on the Project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.
- E. Existing Products: Do not use materials and equipment removed from existing premises, except as specifically required or permitted by Contract Documents.
- F. Nameplates:
 - 1. Except for required labels and operating data, do not attach or imprint manufacturer's nameplates or trademarks on exposed surfaces of products that will be exposed to view in occupied spaces or on the exterior.
 - 2. Labels: Locate required product labels and stamps on concealed surfaces or, where required for observation after installation, on an accessible surface that is not conspicuous.
 - 3. Equipment Nameplates:
 - a. Provide permanent nameplate on each item of service-connected or power-operated equipment.
 - b. Locate on an easily accessible surface that is inconspicuous in occupied spaces.
 - c. Provide the following information and other essential operating data on nameplate:
 - 1) Name of product and manufacturer.
 - 2) Model and serial number.
 - 3) Capacity.
 - 4) Speed.
 - 5) Ratings.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. General Requirements:
 - 1. Deliver, store and handle products in accordance with the manufacturer's recommendations.
 - 2. Schedule and coordinate the delivery of materials to ensure personnel and equipment will be available at the Site.
 - 3. Sequence deliveries to avoid delays but minimize on-site storage.
 - 4. Prevent damage, deterioration, soiling, and loss, including theft.
 - 5. Repair or replace damaged materials at no additional cost to Owner.
- B. Packing and Shipping: Deliver products to the jobsite in manufacturer's sealed containers bearing the manufacturer's name and brand, and appropriate UL labels for fire hazard and fire resistance classification.
- C. Acceptance at Site:
 - 1. Promptly inspect shipments to ensure that:
 - a. Products comply with requirements.
 - b. Quantities are correct.
 - c. Products are undamaged.
 - 2. Replace damaged or defective materials.
- D. Storage and Protection:
 - 1. Store with manufacturer's seals and labels intact and legible.
 - 2. Store sensitive products in weather-tight, climate-controlled enclosures.
 - 3. Cover products subject to deterioration with impervious sheet covering, providing ventilation to avoid condensation.
 - 4. For exterior storage of fabricated products, place on sloped supports, above ground.
 - 5. Store loose granular materials on solid flat surfaces in a well-drained area. Prevent mixing with foreign matter.
 - 6. Provide off-site storage and protection when Site does not permit on-site storage or protection.
 - 7. Protect stored materials from damage by adjacent work, falling debris, or equipment.
 - 8. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under required conditions.

1.06 PRODUCT SELECTION

- A. Product selection is governed by the Contract Documents, and governing regulations by previous project experience.
- B. Proprietary Specification Requirements: Where only a single product or manufacturer is named, provide the product indicated. No substitutions will be permitted.
- C. Semi-Proprietary Specification Requirements:
 - 1. Where 2 or more products or manufacturers are named, provide 1 of the products indicated. No substitutions will be permitted.
 - 2. Where products or manufacturers are specified by name, accompanied by the term “or equal,” or “or approved equal”, comply with Section 01 25 13 or other Contract Document provisions concerning “substitutions” to obtain approval for use of an unnamed product.
 - 3. Contractors and suppliers will be expected to provide the specified product unless prior approval is received from Engineer’s office in sufficient time to notify Bidders through addendum.
- D. Descriptive Specification Requirements: Where specifications describe a product or assembly, listing exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that provides the characteristics and otherwise complies with Contract requirements.
- E. Performance Specification Requirements:
 - 1. Where specifications require compliance with performance requirements, provide products that comply with these requirements, and are recommended by the manufacturer for the application indicated.
 - 2. Manufacturer’s recommendations may be contained in published product literature, or by the manufacturer’s certification of performance.
 - 3. General overall performance of a product is implied where the product is specified for a specific application.
- F. Compliance with Standards, Codes and Regulations: Where the specifications only require compliance with an imposed code, standard or regulation, select a product that complies with applicable standards, codes and regulations.
- G. Visual Matching:
 - 1. Where specifications require matching an established sample, Engineer’s decision will be final on whether a proposed product matches satisfactorily.
 - 2. Where no product available within the specified category matches satisfactorily but complies with other specified requirements, comply with provisions of the Contract Documents concerning “substitutions” for selection of a matching product, or for noncompliance with specified requirements.
- H. Visual Selection: Where specified product requirements include the phrase “...as selected from manufacturer’s standard colors, patterns, textures...” or a similar phrase, select a product and manufacturer that comply with other specified requirements. Engineer will select the color, pattern and texture from the product line selected.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.01 CLEANING AND PROTECTION

- A. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION

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SECTION 01 78 23

OPERATION AND MAINTENANCE DATA

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes administrative and procedural requirements for operation and maintenance data:
 - 1. Submittals.

1.02 SUBMITTALS

- A. Refer to Section 01 33 00.
- B. Form and Format:
 - 1. Organize operation, maintenance data for equipment prepared in the form of an instruction manual of manageable size.
 - 2. Bind into individual heavy-duty, 2-inch, 3-ring vinyl-covered binders with pocket folders, each set of data, marked with appropriate identification on both front and spine of each binder.
 - 3. Text shall be manufacturer's printed data or typewritten data on 20-pound paper; page size 8-1/2-inch by 11-inch. Computer generated data shall be by letter quality printers or laser printers.
 - 4. Clearly mark each sheet of product data to specify products, component parts, and data applicable to installation; delete inapplicable information.
 - 5. Drawings and photographs shall have reinforced, punched binder tabs. Bind in with text, folding larger drawings to size of text pages.
- C. Submittal Schedule:
 - 1. Submit 2 individually bound copy and 1 electronic copy (PDF) of completed data in final form not later than 7 calendar days prior to first instruction of Owner personnel.
 - 2. If instruction of Owner personnel is not required, submit completed data no later than 14 calendar days prior to final inspection.
 - 3. Submit 1 copies of additional requested data no later than 21 calendar days following instruction of Owner personnel.

1.03 QUALITY ASSURANCE

- A. Preparation of Project-specific data shall be by personnel trained and experienced in maintenance and operation of described products, equipment, systems, materials, or finishes.
- B. Photocopies: Drawings shall be legible and suitable for photocopying. All materials shall be reproducible. On material that contains data on several types/sizes/models of equipment, the specific type/size/model provided shall be clearly highlighted.

1.04 CONTENTS

- A. Table of Contents: Include with each volume, with each product or system description identified.
- B. Directory:
 - 1. List names, addresses and telephone numbers of:
 - a. Engineer.
 - b. Contractor.
 - c. Manufacturers and suppliers, including local source of supplies and replacement parts.
- C. Data to be Included:
 - 1. Assembly, installation, alignment, inspection procedures.
 - 2. Critical tolerances.

3. Startup procedures.
4. Complete parts listing.
5. Spare parts listing.
6. Emergency instructions.
7. Fabrication drawings.
8. Copies of warranties.
9. Recommended "turn-around" cycles.
10. Inspection procedures.
11. Shop Drawings and Product Data.
12. Fixture lamping schedule.

D. Data for Equipment and Systems:

1. Provide manufacturer's printed operation and maintenance instructions.
2. Provide sequence of operation and as-installed control diagrams by controls manufacturer.
3. Provide composite wiring diagrams for supervisory control systems. Include wiring diagrams showing connections between equipment wiring, electrical wiring, and supervisory control system wiring.
4. For equipment, include description of unit and component parts. Give function, normal operation characteristics and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and commercial number of replacement parts.
5. For panelboard circuit directories, indicate electrical service characteristics, controls, and communications. Include as-installed color coded wiring diagrams.
6. Provide manufacturer's printed operation and maintenance instructions, including start-up, break-in, and normal operation instructions and sequences. Include regulation, control, stopping, shut-down, and emergency instructions. Include summer, winter, and any special operation instructions.
7. For maintenance and preventative maintenance procedures include routine procedures; guide for "trouble-shooting;" and alignment, adjusting, balancing, and checking instructions.
8. Provide servicing and lubrication schedule, and list of lubricants required.
9. Provide manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance. Include recommended items and quantities to be stocked as spare parts.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

TS-1 Equipment Acquisition

General Terms and Conditions

Intention of Terms

Whenever in these specification or on the plans, the words “directed,” “required,” “permitted,” “ordered,” “designated,” “prescribed,” or words or the like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Airport is intended; and similarly, the words “approved,” “acceptable,” “satisfactory,” or words of the like import, shall mean approved by, or acceptable to, or satisfactory to the Airport, subject in each case to the final determination of the owner.

Any referent to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.

Patented Material, Equipment and Processes

If the successful Bidder utilizes any design, device, equipment, material or process that is covered by a patent, trademark or copyright, the Bidder shall indemnify and hold harmless the Owner and Owner's representative from any and all claims for infringement by reason of the use of any patented design, device, equipment, material or process or the use of any trademark or copyright.

Material

All components used in the manufacture and assembly of the specified equipment/vehicle by the Contractor shall be new and of high quality and grade. Re-manufactured parts shall not be utilized by the Contractor.

Decals

The Contractor shall not affix advertising decals, stickers or other signs to the specified equipment. Vehicle mud flaps, when specified, shall be installed with the blank side facing outward.

Brand Names

Whenever in the specification proprietary names, manufacturers, trade names or catalog numbers are specified, such reference is made for the purpose of defining the minimum performance, quality and other salient characteristics of the desired item. Where “brand names” are specified, the term “or equal” is deemed to follow. Such reference is not intended to be restrictive in nature. The Contractor may offer any material, item or process deemed equal with respect to the required minimum characteristics of the specified “brand name”. The Owner reserves the right to make the final determination of equivalency.

Manuals/Documents

As a minimum, copies of the following documents must be submitted with final delivery of the equipment/vehicle. Supplier shall provide both paper and electronic copies. Paper copies shall be assembled in a three-ring binder with tabs for each section below, as applicable. Submittal of this information is in addition to any other submittal required specified within the Specifications.

1. Applicable Title documents. Required to transfer ownership and license/tag in the State of Minnesota.
2. An owner's/Operator's manual that includes all standard manufacturer/vendor literature.
3. Manufacturer's standard warranties and guaranties
4. Maintenance instructions
5. Vendor Certifications
6. Manufacturer's/Vendor's Contact Information

Warranty

The Contractor guarantees that any defective component discovered within a twelve (12) month period following the date of the final acceptance shall be replaced by the Contractor at no expense to the Owner. The warranty for this period shall cover all parts, labor, and shipping costs for the repair and replacement of any defective component. The Owner agrees to give prompt notice to the Contractor of any discovered defect. The Contractor shall promptly, without undue delay, remedy such defects. The Contractor shall serve as the Owner's agent for service under any standard manufacturer warranty. If the Owner elects to purchase an extended warranty, the contractor shall support the specific length or terms.

Material Safety Data Sheets

The Contractor shall submit applicable Material Safety Data Sheets (MSDS) for all chemical products supplied with the acquired equipment/vehicle to the Owner under a separate cover and within the calendar day limit of the Contract.

Pre-Delivery Inspection

The Owner will perform a pre-delivery inspection of the equipment at the Contractor's facility. The trip shall be for two (2) Airport representatives made to the facility at the end of equipment acquisition. Travel, meals, and lodging **expenses shall be paid for by the Contractor**. The purpose of the inspection is to verify compliance with critical requirements of the specification. The inspection shall not serve as the final acceptance inspection.

Acceptance

Delivery of equipment by the Contractor does not constitute acceptance by the Owner. Acceptance of the furnished equipment will be based on combination of submitted manufacturer certifications and acceptance tests conducted by the Contractor at the time of delivery. The Contractor shall maintain ownership, secure storage responsibilities, and insure the vehicle/equipment for loss and/or damage throughout the entire delivery and acceptance process. The Contractor shall provide manufacturer certification for components and systems identified within the Technical Specification. The Contractor shall prepare and furnish the Owner a signed written certification that eh components constituting the whole of the equipment being provided comply with the applicable performance, vehicle requirements of the Technical Specifications.

On-Site Testing and Demonstration

At no additional expense to the Owner, the Contractor shall, upon delivery of the equipment, have an authorized representative conduct an operational test of the furnished equipment in the presence of the Owner. The Contractor shall demonstrate that all features and components are in proper working order and operate as intended by the Specifications. This demonstration is an addition to any other stated acceptance tests within the Specifications and as required by the Owner.

The Owner shall be instructed as to the proper use of the equipment including, but not limited to, connection/hook-up, plow operation, bucket operation, and other requested features. The demonstration shall be made by a factory trained specialist from the Contractor who shall be responsible for complete instruction as to operation and maintenance of the equipment.

A demonstration specialist shall remain at the Airport for a sufficient amount of time to provide thorough instruction to personnel, or as instructed by the Owner. All meals, motel and travel costs shall be the responsibility of the successful bidder.

Completeness

All equipment shall be delivered by the Contractor complete and ready for Owner use; complete and fully operational. All parts necessary for operation or which are normally furnished as standard equipment shall be furnished by the Contractor whether specified or not. Substitutions or cancellations are not permitted without written approval from the Owner.

Defects

Contractor shall promptly repair any defects and related defects discovered within the standard 12-month warranty period, or selected warranty period. Unless otherwise approved by the Owner, Contractor shall commence to correct the defect and related defect within 15 calendar days from receipt of notification from the Owner.

Payment Terms

Unless otherwise specified, the owner will make payment in full within thirty (30) calendar days after final acceptance of the equipment/vehicle.

Assignment

The rights of each party under this agreement shall not be assigned or transferred to any other person, entity, firm or corporation without prior written consent of both parties.

Compliance Testing

Chapter 8 (Operational Standards and Compliance Testing) in AC 150/5220-20A provides supporting information for these specifications.

8-1. General.

The manufacturer is responsible for conducting tests to ensure that its snow removal and ice control equipment meets the operational and performance requirements it advertises. The manufacturer must submit certified records of these compliance tests with each response to an invitation to bid. Equipment tests must be conducted on standard production models and not on specially constructed prototypes.

- a. **Pre-testing.** Purchaser may examine each test carrier vehicle to ensure that it is a standard production model and not a specially constructed unit made specifically for the test. Prior to testing, all controls, adjusting mechanisms, hydraulic systems and other assemblies must be operated to ensure against leaks, restrictions, and malfunctions. Once assured that the unit is fit, actual testing may begin.
- b. **Additional testing.** The purchaser may consider conducting his or her own operational performance tests on equipment prior to acceptance. In such cases, the manufacturer should have the opportunity to witness the performance of such tests, but the costs for such testing and interpretation of results is the sole responsibility of the purchaser.

8-2. Required carrier vehicle tests.

Test the carrier vehicle in accordance with (1) this paragraph and (2) any referenced SAE ARP(s) for the specified equipment the carrier vehicle is to support. Conduct the following temperature, performance, and compliance tests. Carrier vehicles must be all-wheel drive.

- a. **Cold weather operations.** A fully-equipped carrier vehicle (all types) with all attached snow removal and ice control equipment should be able to perform normal operations at an ambient temperature:
 - (1) of 10°F below the lowest temperature in which the vehicle is expected to operate, or
 - (2) at -40°F (-40°C) at airports located in extremely cold climates.
- b. **Hot weather operations.** The vehicle should be capable of operating at an ambient temperature of 70°F (21°C) at the maximum speed recommended by the manufacturer without any of the vehicle components exceeding their normal operating temperature.
- c. **Power.** Carrier vehicles must have sufficient power to perform all operational and attachment functions simultaneously.
- d. **Performance.** The following tests must be conducted on a carrier vehicle loaded to its Gross Vehicle Weight and must include the following systems: hydraulic, power train, brake, lighting, controls, and instruments.

Instruction and Training

The manufacturer must, at no additional cost, furnish the services of trained personnel to the purchaser at a time and place agreed to by all parties. These individuals must provide instruction to airport personnel sufficient for the personnel to familiarize themselves with the operation and maintenance of all equipment. The period of instruction must not be less than 24 hours or as specified in the referenced SAE ARP equipment specification.

TECHNICAL SPECIFICATION
for
HIGH-SPEED PLOW with DEICER
MINOT INTERNATIONAL AIRPORT
MINOT, NORTH DAKOTA

Part A – Airport Operator Checklist

- A.1. Anticipated uses and/or features of Runway Plow.** This specification is for furnishing one new, unused, complete, fully operational, current production model, all-wheel drive, diesel powered, airport snow removal vehicle. This specialized, self-propelled snow removal vehicle is expected to spread liquid on the airport runways, taxi ways, ramp area. From inside the cab, the operator will be able to spread liquid by turning a knob or switch. Sensors shall be connected to the cab control panel to inform the operator if he is out of liquid. The liquid spreader shall spread material up to 40 ft. This vehicle shall also be equipped with a quick hitch, high speed front attached 22-foot-wide poly plow and a 12-foot-wide underbody plow. Vehicle and all mounted equipment shall be capable of performing airport snow removal and ice control as required to meet performance criteria and operational safety as specified herein at the **Minot International Airport, Minot, North Dakota**

Size of Priority 1 paved area to be plowed/deiced, **2,686,430** square feet (ft²)

A.2. Performance requirements

- a. Required working speed 40 MPH
- b. Minimum speed 5 MPH
- c. Turning radius 50 Feet (100 Foot wall to wall turn diameter)

A.3. Engine/transmission

- a. Automatic transmission

- A.4. Transfer case Automatic locking differential
- A.5. Axle capacities Front: 27,000 lbs and Rear: 26,000 lbs (or manufactures standard)
- A.6. Fuel capacity 100 gallons (minimum)
- A.8. Optional equipment See Part B

Part B - Self-Propelled Runway Plow with Deicer

- B.1.** Snowplows and carrier vehicles must be in accordance with SAEARP 5943, Snowplows and Hitches.
- B.2.** Under paragraph 4.1.1.(c), the plow manufacturer must provide the airport sponsor certification for the polyethylene moldboard material.
- B.3.** Under paragraph 4.2.1, the overall width of the plow assembly with required casters must be allowed to enter the federally funded snow removal building (AC 150/5220-18, Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials) that houses the snowplow and other such equipment.

Part C - Optional Equipment: Additional equipment that shall be included with the bid is listed below.

- C.1. Carrier Vehicle – Engine and Transmission**
 - a. Engine-Jacket Water Heater: Recirculating type with thermostatic control and weatherproof receptacle plug (minimum – 1500 watts).
 - b. Engine Oil Pan Heater: 300 watts.
 - c. Battery Warmer Pad: Approximately 50 to 100 watts per battery.
 - d. Transmission Oil Pan Heater: Wattage as recommended by the transmission manufacturer.
- C.2. Carrier Vehicle – Operator Cab**
 - a. Additional Door Handles: Handles shall be installed on lower part of vehicle cab door.
 - b. Auxiliary Cab Heater and Circulating Fans or Manufacturers Standard Equipment
 - d. Windows:
 - i. Extra Window in Lower Part of Cab Doors
 - ii. Liquid deluge system for side windows, windshield, and rear-view mirror with 20-gallon minimum capacity and easy accessible fill
 - e. Seats:
 - i. Manufacturer's standard for driver and passenger sides
 - ii. Heated Driver Seat
 - f. Cab Insulation Upgrade (to reduce exterior noise below 85 dBa)
 - g. Air Horn (or manufacturer's standard)
 - h. Additional Lighting: (Manufacturer's standard)

Carrier Vehicle – Mechanical

- a. Special Starting Systems:
 - i. Dual Battery System
- b. Permanently Installed Battery Charger:
 - i. Maintenance Charging (0-to-10-amp capacity)

- ii. Automatic Cutoff
- iii. Connection:
 - a) Weather resistant and chassis mounted
 - b) Adaptable to 110-volt electrical outlet
 - c) Heavy duty
 - d) 20-amp capacity
- c. Engine Cooling:
 - i. Oversize Radiator
 - ii. Radiator Shutters (if compatible with engine design)
- d. Automatic Engine Shutdown: An automatic engine shutdown system, equipped with an override switch to prevent engine damage due to low engine oil pressure, high coolant temperature or low coolant level.
- e. All Wheel or Articulated Steering: For all-wheel steering systems, the rear drive-steer axle shall be controlled in the cab. All wheel steering shall provide for infinite discreet point positioning of the steered wheel(s) throughout the designed steering limits of the components. All wheel steering is not required if the vehicle can meet the wall to wall turning diameter without all wheel steering.
- f. Silicone Hoses
- g. Quick Disconnect Broom Hitch:
- h. Automatic/Remote Hitch. Controls to activate the hitching and unhitching mechanisms shall be located in the vehicle cab. An additional hydraulic, pneumatic, or mechanical locking/unlocking device may be installed to ensure safe and positive final coupling. Locking devices shall be activated through the use of existing vehicle power systems.

C.3. Vehicle – Radio Transceivers, pre-wired for radios.

- A. Radio Equipment shall be provided and installed by the Seller. However, the location of the installed radios shall be approved by the Buyer. The following radio equipment shall be provided:

Radio Transceivers: Each transceiver shall be equipped with its own microphone, antenna and remote speaker. VHF radios used to communicate with air traffic control facilities shall satisfy the criteria set forth in section 3 of Radio Technical Commission for Aeronautics document DO-186, "Minimum Performance Standards for Airborne Radio Communications Equipment Operating Within the Radio Frequency Range 117.975 to 137.000 MHz.," dated January 20, 1984. This document may be examined at any Federal Aviation Administration Regional Office or purchased from: RTCA Secretariat, One McPherson Square, 1425 K Street, NW, Suite 500, Washington, DC 20005.

Transceivers using other frequencies shall meet applicable standards of the Federal Communications Commission. Three radios are required. Radios communicating with air traffic should include products similar to Motorola APD 4500, a second radio similar to ICOM A 220M with MB-53 accessories, and a third radio similar to Kenwood TK7360K (50W VHF FM). Substitutions meeting the general parameters and performance characteristics will be accepted.

Two (2) headsets similar in capability to the David Clark H10-13S model shall be submitted with bid.

All installations shall be adequately radio interference suppressed to permit positive, understandable, voice radio communications under all operating conditions.

All radio equipment must be furnished, installed and operational, complete with all accessories, including antenna and microphones necessary for operation and mounting in the unit. All radio equipment shall turn off with the ignition switch.

- C.4. Brake System: Vehicle brake system shall be anti-lock type.
- C.5. Lines and Fittings: Hoses shall be rated throughout the full vehicle operational temperature range as specified.
- C.6. Painting, Marking, and Lighting of Vehicles: Shall be in accordance with AC 150/5210-5 (latest edition)
 - a. Painting
 - (1) The complete vehicle shall be painted with one (1) coat of metal primer and two (2) coats of FAA approved Chrome Yellow acrylic urethane. No imperfections including fisheyes. The color shall be FAA approved chrome yellow.
 - b. Marking
 - (1) The manufacturer shall provide reflective numerals, lettering and striping as follows:

The numerals and lettering shall be a Black non-reflective Scotchlite or approved equal material. The vehicle shall have a minimum 16-inch-high numeral affixed to each side of the vehicle and a minimum 24-inch-high numeral on the roof of the vehicle. The lettering and graphics on both sides of the vehicle shall be from a graphic template electronically submitted by the Buyer. The lettering on the sides shall be uniform and consistent with the space available. An 8-inch reflective White stripe shall be affixed to the sides and rear of the vehicle. Reflective tape shall meet (Retroreflective, ASTM-D 4956-09 Standard Specification for Retroreflective Sheeting for Traffic Control, Type III and above). A layout of the proposed lettering and marking shall be provided to the airport staff for review and approval prior to placement.
 - c. Preparation for delivery.
 - (1) **Shipment.** The vendor is responsible for the safe and timely delivery of the vehicle and its accessories, spare parts, and tools to the Minot International Airport.
 - (2) **Marking.** Carrier vehicles must be marked for shipment in accordance with instructions agreed to by the purchase

Part D Snow Plow Specification

Airport Operator Checklist

D.1. High-speed Power Reversible Snowplow - This vehicle shall also be equipped with a quick hitch, high speed front attached 22-foot-wide poly plow and a 12-foot-wide underbody. Included with the vehicle shall be a hydraulically operated, cab-controlled dump box. Vehicle and all mounted equipment shall be capable of performing airport snow removal and ice control as required to meet performance criteria and operational safety as specified herein at the **Minot International Airport, Minot, North Dakota**

- a. Size of Priority 1 paved area 2,686,430 square feet (in')
- b. Type of plow preferred High-speed power reversible snowplow
- c. Plow length: 22 ft
- d. Plow height: minimum 5 ft at center and tapered up at the ends
- e. Anticipated speed of operation: 40mph
- f. Unusual conditions/problems/obstructions that may be encountered _____
- g. Typical snow condition _____
- h. Moldboard: Polyethylene Moldboard with Flared Ends

Other equipment: Spray Guard, Tungsten Carbide cutting edge, Caster Wheel Assemblies, Support Stands (if required to hold plow upright when uncoupled from vehicle), and warning labels.

Part E Material Spreader Specification

E.1. Liquid material spreader.

- a. The vehicle will be used to liquid material on the airport runways, taxi ways, ramp area. From inside the cab, the operator will be able to spread liquid by turning a knob or switch. Sensors shall be connected to the cab control panel to inform the operator if he is out of liquid. One sensor will inform the operator of the temperature of the ground and the spreader will automatically add more or less material.
- b. Size of Priority 1 paved area 2,686,430 square feet (in')
- c. Size of tank ***2,000 gallons *Tank size calculation $((2,686,430\text{ft}^2 \times 0.5\text{gal}^*) / 1000\text{ft}^2) = 1,343\text{gal}$*
*Tank size calculation $((2,686,430\text{ft}^2 \times 1.0\text{gal}^{**}) / 1000\text{ft}^2) = \underline{2,686\text{gal}}$*
- d. Material to be spread: Potassium Acetate and Sodium Formate
- e. Critical application rate 0.5 to 1.0 gal/1000 ft²
- f. Time needed to complete major operation 60 minutes
- g. Proximity to loading farm N/A minutes
- h. Capacity of loading farm (Not set up yet) gallons

* This calculation is for pre-treatment

** This calculation is for de-icing (Minot uses liquid for de-icing and pre-treatment)

*** Tank size requested by airport

Part F - Material Spreader Specifications

F.1. Liquid material spreader components

- a. SAE G15 is finishing draft SAE ARP 5559, Liquid Deicing/Anti-icing Material Spreader for Airport Application. This AC will reference that aerospace recommended practice upon its issuance by SAE. Until then, the carrier vehicle for liquid spreaders complies with SAE ARP 6059 and the liquid spreader must comply with paragraph 1(b) below.
 - (1) Standard equipment. A liquid material spreader must have the following standard equipment:
 - (a) Hydraulic system. The spreader hydraulic system must meet the basic requirements of the carrier vehicle system under SAE ARP 6059. The system must also be capable of supplying the power to operate the deicing pumps, to fold the booms, and to turn the spreader on and off.
 - (b) Tank. The tank must be constructed of grade 304 stainless steel or better. Optional construction, using polymer or fiberglass materials, is acceptable providing that the manufacturer certifies that the materials used are capable of meeting the same stress and fatigue requirements as their stainless-steel counterparts. The shell, head, and baffles of steel tanks with a capacity of 2000 gallons (7570 l) or less must be made of at least 12-gauge material. For tanks with a capacity greater than 2,000 gallons (7570 l), these components must be made of 10-gauge material. Sills for all tanks must be no less than 8-gauge and they must also be made of grade 304 stainless steel. Baffle spacing for any tank should not be more than 44 inches (112 cm). Tanks must be equipped with a manhole opening to allow inspection of the tank interior.
 - (c) Pumping system. The pumping system must have sufficient capacity for full boom width spraying at a maximum discharge rate of 3 gallons/1000 square feet (120 liters/1000 square meters) while operating at a speed of 30 mph (48 km/hr).
 - (d) Spray boom and nozzles. The spray boom must be constructed in sections with each section capable of independent use. The boom design must permit it to break away when an object is struck. Spray nozzles must be equipped with check valves and be located to provide uninterrupted surface coverage. Filters must be installed on lines leading to the spray booms.
- b. Services. All spreader drive components must have a minimal number of lubrication points with easy access for maintenance. The spreader must receive lubrication prior to delivery with lubricants designated for use in the winter conditions normally experienced at the delivery location. The spreader must be conspicuously tagged to identify the lubricants and their temperature ranges.

Part G – Contract Time

- G.1. The total contract time for this project is **500 calendar days**. The contract shall start on the executed date of the contract and shall not be complete until final acceptance of the vehicle.

ADDITIONAL OPTIONS
for
HIGH-SPEED RUNWAY PLOW with DEICER
MINOT INTERNATIONAL AIRPORT
MINOT, NORTH DAKOTA

If not incorporated as part of the specified carrier vehicle's standard design, the following equipment shall be installed, and fully functional in accordance with applicable industry standards.

OP-1. Seats.

- A. Bostrom "T" Seat (or equivalent for driver and passenger sides)
- B. Arm Rests for Operator Seat
- C. Air Suspension Seat

OP-2. Additional lighting. Includes the following items of the manufacturer's standard design or as specified.

- A. Auxiliary cab dome light.
- B. Roof mounted lights: Provide (2) LED spotlights mounted at cab roof height with hardwired dash mount remote controls. LED spotlights shall be permanently mounted, weatherproof and UV resistant, minimum 410,000 candela with 8° beam angle. Spotlights shall be able to be aimed through at least 360° of rotation and 135° of tilt. Side mounted lights are also acceptable.
- C. High-Intensity strobe beacon. LED beacon shall be permanently mounted, weatherproof and UV resistant.
- D. Two (2) rear-facing Halogen or LED equivalent work lights mounted on the chassis, controlled via dashboard mounted switch.
- E. In addition to the standard forward-facing production headlights, provide a minimum of two (2) forward-facing Halogen and two (2) forward-facing HID or LED equivalent auxiliary headlights mounted sufficiently high to cast over the broom head both while in operation and while raised for transport. Auxiliary headlights shall be controlled via dashboard mounted switches. Coordinate with Sponsor for auxiliary forward-facing light installation locations.

OP-3. Wheels, Rims, Tires, and Tubes.

- A. Spare Rim/Tire: A spare rim and tire set is required. If one size and configuration of tire and wheel cannot be immediately interchanged to all positions on the vehicle, one spare rim and tire set shall be provided for each configuration.

OP-4. Deice Spray Nozzles.

- A. Four (4) additional spray nozzles shall be supplied with the equipment.

OP-5. Chassis.

- A. Chassis (vehicle) engine shall comply with 2013 or newer EPA on-road diesel regulations.
- B. Auxiliary (broom) engine shall comply with 2013 or newer EPA off-road diesel regulations.

OP-6. Audible and Visible Alarms for Hydraulic Systems.

- A. Hydraulic system(s) shall be equipped with an audible and visible alarm, easily distinguished by the equipment operator in the cab, to indicate a low fluid level condition.

OP-7. 8" Head Lift.

- A. Special head lift requirements for local conditions: 8 inches minimum (std).

OP-8. Special Alternator.

- A. Alternator(s) shall meet or exceed the electrical loading requirements set forth in Section 4.15.2. Upgraded or additional alternator(s) shall be installed to accommodate heated windshield operation with the engine operating at idle.

OP-9. Additional Corrosion Protection.

- A. Corrosion preventatives shall conform to Federal Specification 297 D, Rustproofing of Commercial (Nontactical) Vehicles.

OP-10. Tow Chains.

- A. Tow chains shall have a minimum link size of ½ inch (1.3cra).

OP-11. Fire Extinguisher(s).

- A. Fire extinguishers specified in Paragraph A.2.12.3 (2A-10BC interior and 20BC Purple K exterior) shall each be upgraded to 20 lb agent capacity as specified.

OP-12. Cap Upfitter Switches

- A. Cab shall be equipped with two (2) 15A minimum upfitter switches for Owner's future use.

OP-13. Spare Filters

- A. One (1) complete set of spare filters for chassis engine, auxiliary engine, hydraulic systems and attachments shall be provided in the Base Bid along with a complete listing of required filters.

OP-14. Air Conditioning

- A. Cab shall be equipped with air conditioning.

OP-15. Clock

- A. Cab shall be equipped with a clock, either a digital or analog are acceptable.

ADVERTISEMENT FOR BIDS
2025 SRE Acquisition – High Speed Plow
Minot International Airport
Minot, North Dakota
SEH No. MINOT 183865

Notice is hereby given that Online Bids will be received by the City of Minot, North Dakota, until 2 p.m., Thursday, April 24, 2025, via [QuestCDN](#) for the furnishing of all labor and material for the acquisition of snow removal equipment (high speed plow).

The bid opening will be conducted via Microsoft Teams, at which time they will be publicly opened and read aloud:

2025 SRE ACQUISTION – HIGH SPEED PLOW Bid Opening
APRIL 24, 2025, 2:00 P.M. (CDT)

Please join my meeting from your computer, tablet or smartphone: <https://bit.ly/4c46rLD>

Or call in (audio only)
+1 872-242-7640,,876247764# United States, Chicago
Phone Conference ID: 876 247 764#

Any person monitoring the meeting remotely may be responsible for any documented costs. Message and data rates may apply.

Major components of the Work include: Acquisition of snow removal equipment (high speed plow)

The Bidding Documents may be viewed for no cost at <http://www.sehinc.com> by selecting the Project Bid Information link at the bottom of the page and the View Plans option from the menu at the top of the selected project page.

Digital image copies of the Bidding Documents are available at <http://www.sehinc.com> for a fee of \$30. These documents may be downloaded by selecting this project from the "Project Bid Information" link and by entering eBidDoc™ Number 9023000 on the SEARCH PROJECTS page. For assistance and free membership registration, contact QuestCDN at 952.233.1632 or info@questcdn.com.

For this project, bids will **ONLY** be received electronically. Contractors submitting an electronic bid **will** be charged an additional \$42 at the time of bid submission via the online electronic bid service [QuestCDN.com](#). To access the electronic Bid Worksheet, download the project document and click the online bidding button at the top of the advertisement. Prospective bidders must be on the plan holders list through QuestCDN for bids to be accepted. Bids shall be completed according to the Bidding Requirements prepared by SEH dated March 2025.

In addition to digital plans, paper copies of the Bidding Documents may be obtained from Docunet Corp. located at 2435 Xenium Lane North, Plymouth, MN 55441 (763.475.9600) for a fee of \$150.00.

A pre-Bid conference will not be held for this project.

Bid security in the amount of 5 percent of the Bid must accompany each Bid in accordance with the Instructions to Bidders.

The City of Minot reserves the right to reject any and all Bids, to waive irregularities and informalities therein and to award the Contract in the best interests of the City of Minot.

Maria Romanick
Airport Operations Manager
Minot, North Dakota



TO: Mayor Ross
Members of the City Council

FROM: Brent Weber, Fire Battalion Chief

DATE: April 7, 2025

**SUBJECT: APPROVE A BUDGET AMENDMENT FOR THE FY2023 SHSG GRANT
TO TRANSFER FUNDS BETWEEN CAPITAL AND OPERATING**

I. RECOMMENDED ACTION

It is recommend City Council approve the proposed budget amendment on first reading for the FY2023 SHSG grant.

II. DEPARTMENT CONTACT PERSONS

Kelli Kronschnabel, Fire Chief, 701-857-3000

III. DESCRIPTION

A. Background

Funding awarded in the State FY2023 SHSP grant included equipment meeting the City capital asset threshold. Several items came in under the threshold amountt and fall under the Fire operating budget.

B. Proposed Project

The budget amendment is proposed to move the funding funding from the capital equipment fund to the Fire grants operating budget to cover the purchases below the threshold.

C. Recommendation Detail

Staff recommends a budget amendment to move the appropriation to the correct fund.

IV. IMPACT

A. Aspirations

Dynamic and Flourishing

B. Service/Delivery Impact:

Approval will move funding to correct accounts to cover expenses and maintain budgets.

C. Fiscal Impact

There's no fiscal impact with this proposed budget amendment as it's increasing one fund's appropriations and decreasing another to match the appropriate line items in the budget.

VI. ALTERNATIVES

N/A

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO INCREASE THE
FIRE DEPARTMENT GENERAL FUND EXPENDITURES FOR MATERIALS AND
SUPPLIES AND DECREASE THE CAPITAL EQUIPMENT EXPENDITURES FOR THE
FY2023 STATE HOMELAND SECURITY GRANT PROGRAM REGIONAL RESPONSE
AWARD.**

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

- §1: Amend the 2025 annual budget to increase the Fire department general fund expenditures for Materials and Supplies and decrease the capital equipment expenditures for the FY2023 State Homeland Security Grant program regional response award:

10030000-46101	2023300003	\$21,103
42030000-57500	2023300003	(21,103)

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

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk



TO: Mayor Ross
Members of the City Council

FROM: Chris Plank, NDR Program Administrator

DATE: April 7, 2025

SUBJECT: LEASE AGREEMENT WITH OISHII RAMEN

I. RECOMMENDED ACTION

It is recommended City Council approve the counter to the lease and authorize the Mayor to sign.

II. DEPARTMENT CONTACT PERSONS

Chris Plank, NDR Program Administrator, 701-857-1553

III. DESCRIPTION

A. Background

The City of Minot entered into a subrecipient agreement with Project BEE to manage the day-to-day operations of a Family Homeless Shelter, a 17-unit apartment complex, as well as the commercial space located at 101 19th Ave SW, 15 19th Ave SW and 45 19th Ave SW in Minot, ND. In February 2024, the City of Minot terminated the subrecipient agreement with Project BEE. By doing so, the City assumed leases for the tenants currently occupying two of the three commercial spaces. The City is in the process of seeking an organization to run and manage the whole complex. Initial inquiries indicated the need for more space as some organizations may relocate their operations to this location. One of the tenants, Grand Hunan, doing business as Oishii Ramen, is nearing the end of its lease and is negotiating the terms of a new lease. The current lease expires in April 2025.

B. Proposed Project

An Executive Session was held on March 17, 2025, where the City Council countered with the following:

- \$7,200/month rent (includes utilities);
- 3-Year Lease with a 2% increase in rent each year;
- Termination for convenience clause with one-year notice;
- The tenant is responsible for paying property taxes.

Oishii Ramen provided a counteroffer which is attached to the memo.
The proposed terms are as follows:

- \$7,000/month rent;
- 5-Year lease term with a 2% increase in rent each year;
- Termination for convenience clause with 365-day notice;
- The lease may be extended for an additional five-year term upon mutual agreement of both parties after the expiration of the initial five-year term.

C. Recommendation Detail

Staff recommends Council approve the counteroffer provided by Oishii Ramen.

IV. IMPACT

A. Aspirations

Dynamic and Prosperous

B. Fiscal Impact

If a new subrecipient chooses not to move their operations to this location.
Any rent collected would be considered program income and can be utilized to assist with the operations and maintenance of the property.

VI. ALTERNATIVES

1. The council can provide direction on a counteroffer.
2. The Council can choose not to renew the lease and seek out another tenant for the space.
3. The Council can choose not to renew the lease, continue to accept rental payments, and allow the lease to revert to a yearly lease under the terms of the current lease.

**AMENDMENT OF LEASE AGREEMENT AND EXERCISE OF OPTION TO
EXTEND LEASE AGREEMENT**

THIS AGREEMENT is entered into this _____ day of April, 2025, between City of Minot as their respective agent ("Landlord") with a principal address of 420 3rd Ave SW, Minot, ND 58701 and Hibachi Express LLC dba Oishii Ramen, ("Tenant") with a principal address of 1501 32nd Ave SW, Minot, ND 58701.

WITNESSETH:

WHEREAS, Tenant entered into a lease agreement dated April 6, 2020, with an effective date of April 6, 2020, ("Lease Agreement") with LSS Housing, Inc., property manager, for the property located in the City of Minot described as approximately 4,500 square feet located at 1901 South Broadway, Suite 1, Minot, ND 58701. ("Premises");

WHEREAS, the Lease Agreement entered into by the Tenant was for an initial term of ten (5) years commencing on April 6, 2020 with the option to extend the lease in accordance with two (2) five-year options;

WHEREAS, Management of the Premises was thereafter acquired by the City of Minot took over management of the Premises;

WHEREAS, Tenant is currently in possession of the Premises and pays monthly rent in the sum of \$4,300.00;

WHEREAS, Section 1 of the Lease Agreement states that if Tenant exercises any of its options, the Lease shall continue on the same terms and conditions except for rent.

WHEREAS, Tenant now wishes to extend the Lease for a subsequent five-year period in accordance with the terms and provisions set forth in the Lease Agreement;

NOW THEREFORE, with the above recitals incorporated herein, Tenant and Landlord hereby agree to extend the Lease for a five-year period, commencing May 1, 2025 and expiring April 30, 2030 subject to the following amended payment schedule.

3. **RENT**: Tenant shall pay to Landlord as rental for the premises, the following:

Year	Monthly Rent
6	\$7,000.00
7	\$7,140.00
8	\$7,283.00
9	\$7,429.00
10	\$7,578.00

Pursuant to the above table, there shall be a 2% increase per year for the 5-year term; with option by parties to renew for one additional 5-year term (rates negotiated at beginning of this 5-year term).

Notwithstanding the specific lease term, either Tenant or Landlord may terminate the Lease for convenience by providing written notice of termination to the other party at least 365 days prior to the desired termination date.

All other terms and provisions of the Lease Agreement not specifically addressed in this Amendment of Lease Agreement and Option to Extend Lease Agreement will remain unchanged and in full force and effect, including paragraphs two and three of Section 3, subject to the exception that any reference to "five-year option" in the Lease shall be replaced with the option periods specifically provided for herein.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT, consisting of two (2) typewritten pages, to be duly executed as of the day and year first written above.

LANDLORD:

City of Minot

By: _____

Its: _____

TENANT:

Hibachi Express LLC dba Oishii Ramen

By: _____

Its: _____



TO: Mayor Ross
Members of the City Council

FROM: Dale Plessas, Police Captain

DATE: April 7, 2025

**SUBJECT: MASTER SERVICES AGREEMENT WITH FLOCK GROUP INC. FOR
FLOCK SERVICES**

I. RECOMMENDED ACTION

It is recommended City Council approve the Master Services Agreement with Flock Group Inc. and authorize the Mayor to sign the document.

II. DEPARTMENT CONTACT PERSONS

Dale Plessas, Police Captain, 701-857-9800

III. DESCRIPTION

A. Background

The Police Department requested Flock service, a license plate reader (LPR) service, in the 2025 Annual Budget. The Minot City Council Approved the Budget on second reading.

B. Proposed Project

The Flock Service is a static pole-mounted camera system that utilizes advanced technology to identify and read license plates that pass by a fixed point. The system provides alerts to police for various pre-determined reasons, including public safety and wanted vehicles. The system provides law enforcement agencies with a powerful tool to track and identify vehicles involved in criminal activity. For example, it can help find stolen vehicles or trace the movement of suspects.

C. Recommendation Detail

Flock Service balances the advancement of public safety with safeguarding civil liberties. Flock permits agencies using its LPR technology to implement clear guidelines regarding data storage, retention, and sharing as well as options for transparency and accountability, including a robust mechanism for oversight, to ensure that the system is used fairly and responsibly.

IV. IMPACT

A. Aspirations

Prepared and resilient - Utilizing a force multiplier to obtain better results with fewer resources.

Sage and welcoming - Providing optimal security and investigative resources to protect citizens and visitors.

Excellent and connected - Utilizing connection and data of partners to protect the citizens of Minot

B. Service/Delivery Impact:

FLOCK LPR (License Plate Recognition) is a "force multiplier" because it enhances the ability of law enforcement personnel to monitor, track, and respond to incidents much more efficiently. It permits the Police Department to solve more crime with fewer officers.

C. Fiscal Impact

Flock LPR was included in the 2025 budget under Rentals.

Project Costs

Year 1 - \$31,500.00

Year 2 - \$30,000.00

Total - \$61,500.00

Project Funding

10021000-44400 - Rentals (Hardware/Software) \$30,000

10021000-43300 - Other Professional Services (Implementation Fee)
\$1,500

VI. ALTERNATIVES

1. The council could decline approval of the master services agreement with Flock Group Inc. and decline to utilize the service.

2. The council could direct the Police Department to research other LPT services.

Master Services Agreement

This Master Services Agreement (this “**Agreement**”) is entered into by and between Flock Group Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 (“**Flock**”) and the entity identified in the signature block (“**Customer**”) (each a “**Party**,” and together, the “**Parties**”). This Agreement is effective on the date of mutual execution (“**Effective Date**”). Parties will sign an Order Form (“**Order Form**”) which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**.

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock’s technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer (“**Notifications**”);

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services; and

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, (“**Permitted Purpose**”).

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agreement**” means the order form (to be provided as Exhibit A, “Order Form”), these terms and conditions, and any document therein incorporated by reference in section 11.4.

1.2 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.3 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.4 “**Customer Data**” means the data, media, and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.5. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.6 “**Effective Date**” means the date this Agreement is mutually executed (valid and enforceable) by both Parties.

1.7 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.8 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.

1.9 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.10 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.11 “**Footage**” means still images, video, audio, and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.12 “**Integration Data**” means any distribution of data from a Customer requested third party integration.

1.13 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.14 “**Permitted Purpose**” means for legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.15 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form. Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices.

1.16 “**Term**” means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.

1.17 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as “*Support Services*”).

2.4 Updates to Platform. Flock may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services, such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock’s provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“*Service Interruption*”).

Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured.

Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer’s direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up-to-date contact information at all times during the Term of this Agreement. Customer shall be responsible for obtaining and maintaining any equipment and

ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.). Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as “***Customer Obligations***”).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“***Customer Generated Data***”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such

Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

4.4 Data Distribution. Customer may, upon request, choose to integrate Flock Services with a third party to either distribute Integration Data or Customer Data (such third party, “Recipient”). Upon such request, Customer hereby grants to Flock a non-exclusive, non-transferable, royalty-free, perpetual license to access, share, view, record, duplicate, store, save, reproduce, modify, display, and distribute Customer Data and/or Integration Data, as required by the requested distribution. Customer acknowledges that such data may be viewed, recorded, duplicated, stored, saved, reproduced, modified, displayed, distributed, and retained by Recipient for a period longer than Flock’s standard retention period and hereby provides consent to such retention period. Unless expressly listed in the Order Form, the provision, access, or use of any Application Programming Interfaces (“APIs”) is not included under this Agreement. Any rights, licenses, or obligations related to APIs shall be governed solely by the terms set forth in the Order Form or a separate agreement between the parties.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information of Flock includes non-public information provided by the Disclosing Party to the Receiving Party regarding features, functionality and performance of this Agreement. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any

such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to discover, or recreate the source code, object code or underlying structure, ideas or algorithm of the Flock Services or any software provided hereunder; modify, translate, or create derivative works based on the Flock Services or any software provided hereunder, (ii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iii) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (iv) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (v) use the Flock Services for anything other than the Permitted Purpose; or (vi) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices net thirty (30) days from the date of receipt. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Notice of Changes to Fees. In the event of any changes to fees, Flock shall provide Customer with sixty (60) days notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

6.3 Taxes. To the extent Customer is not a tax exempt entity, Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net

amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the “**Term**”). Unless otherwise indicated on the Order Form, the Term shall commence upon first installation of Flock Hardware, as applicable. Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period (“**Cure Period**”). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the **Cure Period**, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival.** The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a “**Defect**”), Customer must notify Flock’s technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole

discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock Service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK IS NOT LIABLE FOR ANY DAMAGES OR ISSUES ARISING FROM THIRD-PARTY DISTRIBUTIONS REQUESTED BY CUSTOMER. AFOREMENTIONED DISTRIBUTION IS AT CUSTOMER'S OWN RISK. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 Insurance. Flock will maintain commercial general liability policies to be provided as Exhibit B.

8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS

NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan (“***Deployment Plan***”). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock’s Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock’s use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock’s obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance with Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), (EXHIBIT C) and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the Order Form and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system.

Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Effective Date.

11.13 Conflict. In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested. All notices will be provided to the email or mailing address listed in the Order Form.

11.15 Non-Appropriation. Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non-appropriation with thirty (30) days written notice without penalty or other cost.

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FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: P.O. BOX 5006

MINOT, NORTH DAKOTA 58702

ATTN: FINANCE DIRECTOR

EMAIL: finance@minotnd.gov

EXHIBIT B
INSURANCE

Required Coverage. Flock shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than “A” and “VII”. Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), automobile liability, and general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, (i) all required insurance limits by Customer can be met through a combination of primary and excess/umbrella coverage, and (ii) Flock’s Cyber and Professional Liability/Errors and Omissions insurance has a shared limit of Five Million Dollars (5,000,000) per incident and in the aggregate.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

- (i) **Commercial General Liability** insurance written on an occurrence basis with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage;
- (ii) **Workers Compensation** insurance in accordance with statutory limits;
- (iii) **Professional Liability/Errors and Omissions** insurance with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and Five Million Dollars (\$5,000,000) in the aggregate;

(iv) **Commercial Automobile Liability** insurance with a minimum combined single limit of One Million Dollars (\$1,000,000) per occurrence for bodily injury, death, and property coverage, including owned and non-owned and hired automobile coverage; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars (\$5,000,000).

EXHIBIT C

Reinstall Fee Schedule

After a deployment plan with Designated Locations and equipment has been agreed upon by both Flock and the Customer, and subsequent changes to the deployment plane ("Reinstalls") driven by a Customer's request will incur a fee per the table below.

All fees are per reinstall or required visit (in the case that a reinstall is attempted but not completed), and include labor and materials. If you have any questions, please email support@flocksafety.com

Professional Services Schedule:

Initial Camera Installation

- | | |
|---------------------------|---------|
| • Existing Infrastructure | \$150 |
| • Standard Install | \$650 |
| • Advanced Install | \$1,250 |

Camera Relocations

- | | |
|--|---------|
| • Falcon/'Sparrow camera relocation, existing pole | \$350 |
| • Falcon/Sparrow relocation, Flock pole | \$750 |
| • Condor relocation, existing pole | \$750 |
| • Condor relocation, existing pole, and AC hookup by Flock | \$1,500 |
| • | |

Equipment Replacements

- | | |
|---|---------|
| • Camera replacement as a result of vandalism, theft, or damage | \$800 |
| • Flock pole replacement as a result of vandalism, theft or damage | \$500 |
| • Advanced pole replacement as a result of vandalism, theft or damage | \$2,000 |
| • Technician visit for any other reason not listed above | \$350 |
| • Solar panel replacement as a result of vandalism, theft, or damage | \$350 |

Flock Safety Falcon Flex Replacements

- Replacement Camera \$800
- Replacement Battery \$750
- Replacement Solar Panel \$500
- Replacement DC Power Kit \$150
- Replacement AC Power Kit \$150
- Replacement Cables(s) \$50

Flock Safety + City of Minot

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:

Taylor Moch
taylor.moch@flocksafety.com
7012001283



EXHIBIT A
ORDER FORM

Customer: City of Minot
Legal Entity Name: City of Minot
Accounts Payable Email: finance@minotnd.gov
Address: 10 3rd Ave SW, Minot, North Dakota 58701

Initial Term: 24 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual
Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$30,000.00
Flock Safety Flock OS			
FlockOS™ - Essentials	Included	1	Included
Flock Safety LPR Products			
Flock Safety Falcon ®	Included	10	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Existing Infrastructure Implementation Fee	\$150.00	10	\$1,500.00

Subtotal Year 1: \$31,500.00
Annual Recurring Subtotal: \$30,000.00
Estimated Tax: \$0.00
Contract Total: \$61,500.00

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement. In the event a Customer purchases more than one type of Flock Hardware, the earliest Term start date shall control. In the event a Customer purchases software only, the Term shall commence upon execution of the Agreement.

*Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a “**Renewal Term**”) unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.*

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$31,500.00
Annual Recurring after Year 1	\$30,000.00
Contract Total	\$61,500.00

*Tax not included

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Falcon ®	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
FlockOS™ - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety Falcon® LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
ESRI Based Map Interface	Map-based interface that consolidates all data streams and the locations of each connected asset, enabling greater situational awareness and a common operating picture.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees to all of the terms and conditions contained in the Master Services Agreement attached.

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: City of Minot

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____



TO: Mayor Ross
Members of the City Council

FROM: Jenna Zelinski, Comptroller

DATE: April 7, 2025

SUBJECT: APPROVAL OF 2026 BUDGET SCHEDULE

I. RECOMMENDED ACTION

It is recommended City Council approve the 2026 budget schedule.

II. DEPARTMENT CONTACT PERSONS

David Lakefield, Finance Director, 701-857-4774
Jenna Zelinski, Comptroller, 701-857-4703

III. DESCRIPTION

A. Background

Historically, the budget schedule has been presented to Council in April each year for planning purposes for the ensuing budget year. The City Manager, Assistant City Manager and Finance department have prepared the attached budget schedule to ensure compliance with North Dakota Century Code (NDCC) requirements and City processes. Budget development takes the majority of the fiscal year as the process begins in March and the final adoption of the budget occurs in October. Many of the dates listed on the budget schedule are regularly scheduled City Council meetings and some are proposed special City Council meetings. This schedule is provided for members of the public, City staff and City Council to be aware of key dates relating to the upcoming budget.

NDCC 40-40-06 requires the City Council to approve the preliminary budget statement and set the public hearing date on or before August 11th, 2025. NDCC 40-40-08 requires the City Council conduct a public hearing no earlier than September 7th and no later than October 7th. NDCC 40-40-10 requires the city auditor to provide a certified copy of the final budget and annual tax levy to the county auditor.

B. Proposed Project
N/A

C. Recommendation Detail

It is recommended City Council approve the 2026 budget schedule.

IV. IMPACT

A. Aspirations

The 2026 budget schedule meets all of the Council aspirations.

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

There is no fiscal impact relating to this agenda item.

VI. ALTERNATIVES

The City Council could motion for any changes to the 2026 budget schedule that they see fit as long as it doesn't contradict the NDCC requirements.

2026 BUDGET SCHEDULE

APRIL

MONDAY
7

5:30 PM:
City Council approves budget schedule

THURSDAY
17

Capital Improvement Plan (CIP) Council Workshop

APRIL - MAY

Organization Structure Efficacy Study (HR)

MAY

MONDAY
5

5:30 PM:
Approval of the Capital Improvement Plan (CIP)

MONDAY
5

Department tours with Council members

TUESDAY
6

Department tours with Council members

WEDNESDAY
7

Department tours with Council members

THURSDAY
8

Department tours with Council members

2026 BUDGET SCHEDULE

MAY

FRIDAY

9

Department tours with Council members

MONDAY

19

5:30 PM:
Council agenda item to outline budget priorities

JUNE

MONDAY

2

Budget requests due to Finance and City Manager (community contributions also)

MONDAY

2

5:30 PM:
Community contribution applicant presentations to Council

MONDAY

9

Budget request meetings start with Department Heads, City Manager and Finance

TUESDAY

10

Budget request meetings start with Department Heads, City Manager and Finance

WEDNESDAY

11

Budget request meetings start with Department Heads, City Manager and Finance

WEDNESDAY

11

Annual Plan presentation to Civil Service Commission (HR)

2026 BUDGET SCHEDULE

JUNE

THURSDAY

12

Budget request meetings end with Department Heads, City Manager and Finance

FRIDAY

13

Budget request meetings end with Department Heads, City Manager and Finance

MONDAY

16

Annual Pay Plan public meeting (Human Resources)

FRIDAY

20

Department budgets complete

MONDAY

23

City Manager and Finance start work on budget and presentation

JULY

TUESDAY

8

City Manager and Finance complete work on budget and presentation

TBD

14-18

Special Council Meeting proposed Annual Budget and Annual Pay Plan to Council

MONDAY

21

5:30 PM:
Special Council Meeting Q&A and approve preliminary budget

2026 BUDGET SCHEDULE

AUGUST

MONDAY
18

5:30 PM:
President of the Council
message due

SEPTEMBER

MONDAY
15

5:30 PM:
First reading and public
hearing on Budget Ordinance

OCTOBER

MONDAY
6

5:30 PM:
Final adoption of
Budget Ordinance

FRIDAY
10

Final budget due to
Ward County



TO: Mayor Ross
Members of the City Council

FROM: Bryan Banfill, Public Works Director

DATE: April 7, 2025

**SUBJECT: ND ENERGY CONSERVATION GRANT (LED LIGHTING) APPROVAL
WITH BUDGET AMENDMENT**

I. RECOMMENDED ACTION

- 1. It is recommended City Council ratify the acceptance of the ND Energy Conservation Grants;**
- 2. Approve the budget amendment on 1st reading; and**
- 3. Authorize staff and the Mayor to sign applicable documentation.**

II. DEPARTMENT CONTACT PERSONS

Bryan Banfill, Public Works Director, 701-857-4112
Jennifer Eckman, Airport Director, 701-857-4739
Kelli Kronschnabel, Fire Chief, 701-857-3000
Zhaina Moya, Library Director, 701-857-4540

III. DESCRIPTION

A. Background

Approved by the Council on 16 December 2024 (Grant Submission Approval), the ND Energy Conservation grant has been awarded by the State. This funding will upgrade lighting in key municipal buildings through a partnership between the Public Works Property Maintenance team and Ideal Energy. After success in nearby communities, Ideal Energy assisted City of Minot Property Maintenance team in securing State funds to replace outdated fluorescent lights with efficient LEDs at a 50% cost share. The upgrade includes buildings such as Firestation #2, the Public Works Building, airport terminals/SRE buildings, the Cemetery, and the Library. The assessment provided by Ideal Energy predicts an annual savings of \$45,446.96, showing both financial and environmental benefits.

B. Proposed Project

The primary objective of this project is to replace 4,303 outdated fluorescent lighting lamps with modern, energy-efficient LED lighting. Through a grant from

the North Dakota Energy Conservation Program, the City will benefit from a 50/50 cost-sharing agreement, significantly lowering the overall project costs. This approach allows the City to realize energy and cost savings within less than four years, enhancing sustainability and operational efficiency across these facilities.

Ideal Energy will manage all aspects of the project, ensuring a smooth implementation process. Their responsibilities will include:

- Completing all necessary grant paperwork and applications
- Coordinating with the North Dakota Conservation Department's funding process
- Overseeing the shipping and installation of LED lights
- Managing the recycling of old fluorescent lights and excess materials

Through this project, the City of Minot aims to not only improve its facilities' lighting but also contribute to a greener and more sustainable community.

C. Recommendation Detail

Utilizing the ND Conservation Program's grant will aid in reducing the energy footprint of each of the identified facilities while also reducing the overall cost incurred by the City for utility (electricity) usage. Savings annually equate to ~62% for utilities (\$45,446.96/year).

IV. IMPACT

A. Aspirations

Excellent & Connected: Minot is fiscally responsible, provides quality services, and engages with community members and strategic partners who address broader needs.

B. Service/Delivery Impact:

ND Energy Conservation grant will provide 50/50 cost share for managing the entire project, completing and filing all the necessary applications, working with the ND Conservation Department's funding process, shipping, installation and the recycling of old fluorescent lights and excess materials. The combined annual energy cost savings for the Airport Terminals/SRE buildings, Library Public Works, Firestation #2, and Rosehill Cemetery facilities was estimated at \$45,446.96. The cost savings were calculated based on the current florescent lighting's estimated wattage consumption and new LED lighting's wattage consumption comparisons.

C. Fiscal Impact

Project Costs

PUBLIC WORKS: \$71,504.90 (Complete Cost) / \$35,752.45 (City Cost Share)

FIRESTATION #2: \$3,337.50 (Complete Cost) / \$1,668.75 (City Cost Share)

ROSEHILL CEMETERY: \$5,851.50 (Complete Cost) / \$2,925.75 (City

Cost Share)
AIRPORT SRE BUILDING: \$26,949.00 (Complete Cost) / \$13,474.50
(City Cost Share)
AIRPORT MAIN TERMINAL: \$56,195.00 (Complete Cost) / \$28,097.50
(City Cost Share)
AIRPORT TERMINAL (OLD): \$17,988.00 (Complete Cost) / \$8,994.00
(City Cost Share)
LIBRARY: \$59,853.00 (Complete Cost) / \$29,926.50 (City Cost Share)

TOTAL COST: \$241,678.90 (Complete Cost) / \$120,839.45 (City Cost
Share)

Project Funding

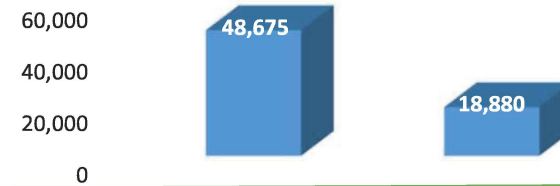
Local share for each building will come from Sales Tax Improvements
cash reserves.

VI. ALTERNATIVES

Council could elect not to move forward with participating in the ND Energy
Conservation Grant, which will not have any effects on City Departments other
than cost-saving potential for utility costs.

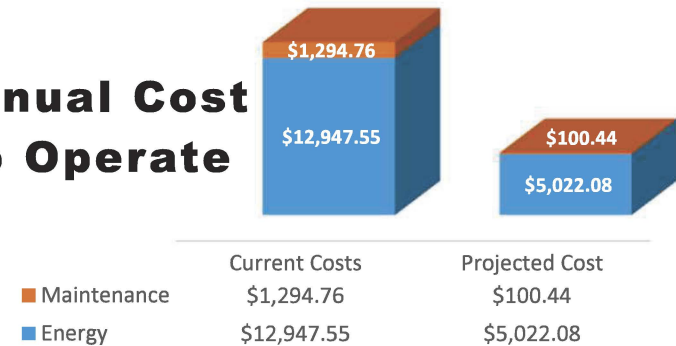
Estimated Current Energy Rate	\$ 0.10
Estimated Current Watts	48,675
Projected Watts - Proposed System - LEDs	18,880
Total Projected Watts Saved	29,795
Percentage of Reduction Savings	61%

Watt Usage



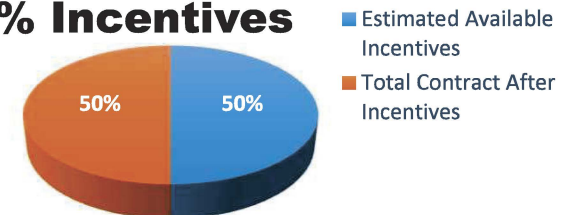
Estimated Hours of Use	2,800
Estimated Current Annual Energy Cost	\$ 12,947.55
Amortized Cost of Maintenance	\$ 1,294.76
Projected Annual Energy Cost of LED	\$ 5,022.08
Projected Cost of Maintenance	\$ 100.44
Total Annual Cost Savings	\$ 9,119.78
Total Monthly Cost Savings	\$ 759.98

Annual Cost to Operate



Total Number of New Lamps	589
Total Cost of New System (material, labor, installation & recycling)	\$ 71,504.90
Sales Tax if Applicable	\$ -
Total of Contract Before Incentives	\$ 71,504.90
Estimated Available Incentives	\$ 35,752.45
Total Contract After Incentives	\$ 35,752.45

% Incentives



Simple Payback (Years)	3.92
Simple Payback (Months)	47.04
Internal Rate of Return (IRR)	25.51%

Finance Options

Proposed Payment (No \$ Down/XXX% for XX Mo.)*	\$ -
Monthly Savings during Payment Period	\$ -
Monthly Savings after 36 Months	\$ -

*Quote good through 9/27/2024

Cost of Waiting





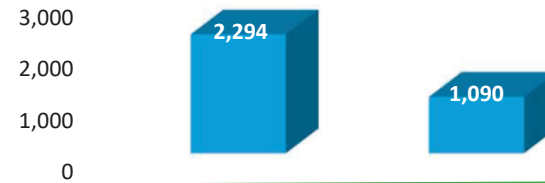
PROPOSAL FOR



FIRESTATION #2

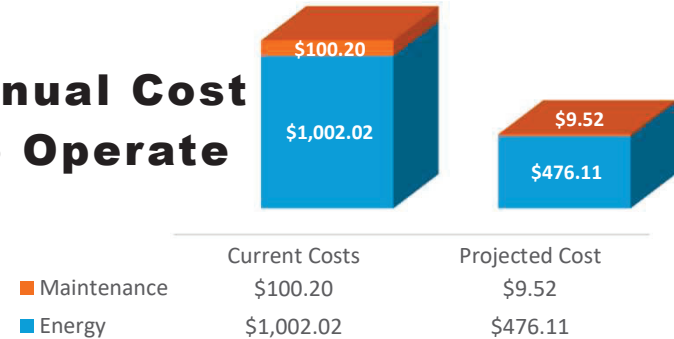
Estimated Current Energy Rate	\$ 0.10
Estimated Current Watts	2,294
Projected Watts - Proposed System - LEDs	1,090
Total Projected Watts Saved	1,204
Percentage of Reduction Savings	52%

Watt Usage



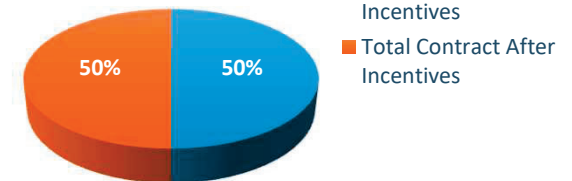
Estimated Hours of Use	4,368
Estimated Current Annual Energy Cost	\$ 1,002.02
Amortized Cost of Maintenance	\$ 100.20
Projected Annual Energy Cost of LED	\$ 476.11
Projected Cost of Maintenance	\$ 9.52
Total Annual Cost Savings	\$ 616.59
Total Monthly Cost Savings	\$ 51.38

Annual Cost to Operate



Total Number of New Lamps	72
Total Cost of New System (material, labor, installation & recycling)	\$ 3,337.50
Sales Tax if Applicable	\$ -
Total of Contract Before Incentives	\$ 3,337.50
Estimated Available Incentives	\$ 1,668.75
Total Contract After Incentives	\$ 1,668.75

% Incentives



Simple Payback (Years)	2.71
Simple Payback (Months)	32.48
Internal Rate of Return (IRR)	36.95%

Finance Options

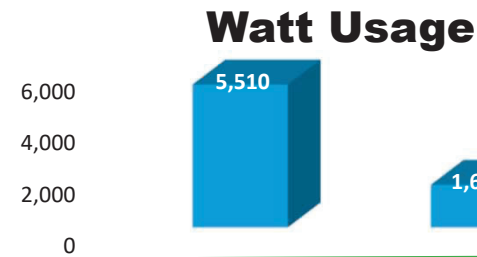
Proposed Payment (No \$ Down/XXX% for XX Mo.)*	\$ -
Monthly Savings during Payment Period	\$ -
Monthly Savings after 36 Months	\$ -

*Quote good through 2/17/2025

Cost of Waiting

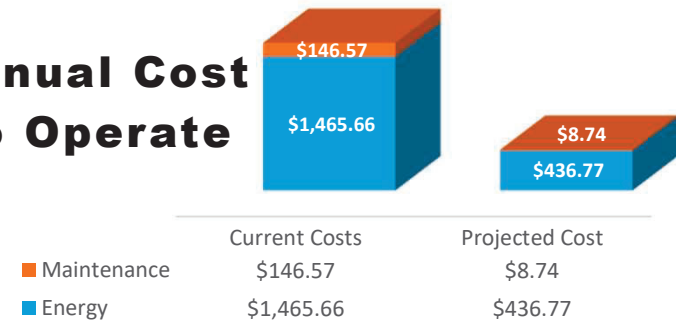


Estimated Current Energy Rate	\$ 0.10
Estimated Current Watts	5,510
Projected Watts - Proposed System - LEDs	1,642
Total Projected Watts Saved	3,868
Percentage of Reduction Savings	70%



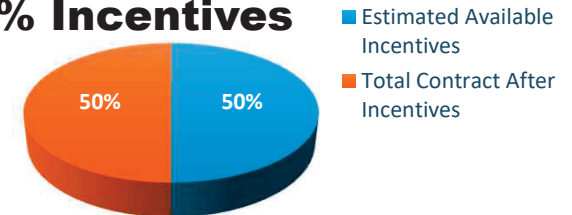
Estimated Hours of Use	2,800
Estimated Current Annual Energy Cost	\$ 1,465.66
Amortized Cost of Maintenance	\$ 146.57
Projected Annual Energy Cost of LED	\$ 436.77
Projected Cost of Maintenance	\$ 8.74
Total Annual Cost Savings	\$ 1,166.72
Total Monthly Cost Savings	\$ 97.23

Annual Cost to Operate



Total Number of New Lamps	131
Total Cost of New System (material, labor, installation & recycling)	\$ 5,851.50
Sales Tax if Applicable	\$ -
Total of Contract Before Incentives	\$ 5,851.50
Estimated Available Incentives	\$ 2,925.75
Total Contract After Incentives	\$ 2,925.75

% Incentives



Simple Payback (Years)	2.51
Simple Payback (Months)	30.09
Internal Rate of Return (IRR)	39.88%

Finance Options

Proposed Payment (No \$ Down/XXX% for XX Mo.)*	\$ -
Monthly Savings during Payment Period	\$ -
Monthly Savings after 36 Months	\$ -

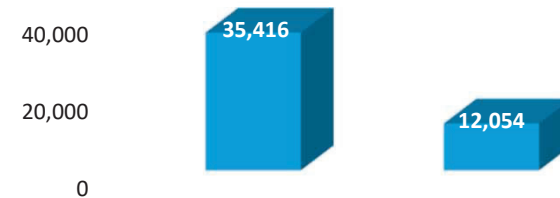
*Quote good through 9/27/2024

Cost of Waiting



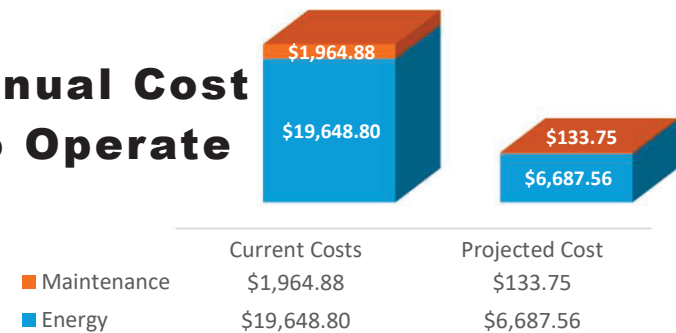
Estimated Current Energy Rate	\$ 0.095
Estimated Current Watts	35,416
Projected Watts - Proposed System - LEDs	12,054
Total Projected Watts Saved	23,362
Percentage of Reduction Savings	66%

Watt Usage



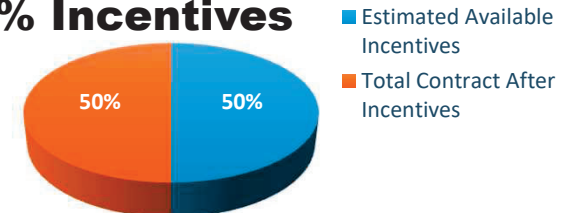
Estimated Hours of Use	5,840
Estimated Current Annual Energy Cost	\$ 19,648.80
Amortized Cost of Maintenance	\$ 1,964.88
Projected Annual Energy Cost of LED	\$ 6,687.56
Projected Cost of Maintenance	\$ 133.75
Total Annual Cost Savings	\$ 14,792.37
Total Monthly Cost Savings	\$ 1,232.70

Annual Cost to Operate



Total Number of New Lamps	1,063
Total Cost of New System (material, labor, installation & recycling)	\$ 56,195.00
Sales Tax if Applicable	\$ -
Total of Contract Before Incentives	\$ 56,195.00
Estimated Available Incentives	\$ 28,097.50
Total Contract After Incentives	\$ 28,097.50

% Incentives



Simple Payback (Years)	1.90
Simple Payback (Months)	22.79
Internal Rate of Return (IRR)	52.65%

Finance Options

Proposed Payment (No \$ Down/XXX% for XX Mo.)*	\$ -
Monthly Savings during Payment Period	\$ -
Monthly Savings after 36 Months	\$ -

*Quote good through 2/17/2025

Cost of Waiting





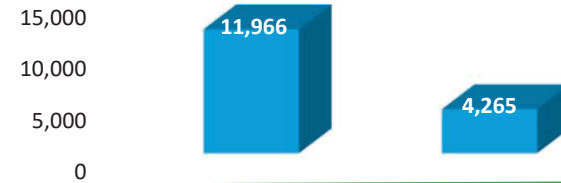
PROPOSAL FOR



AIRPORT (OLD) TERMINAL

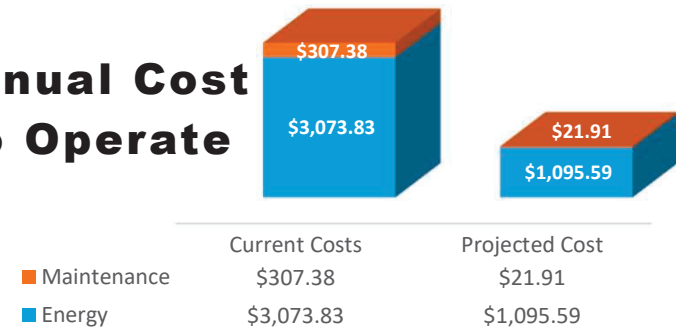
Estimated Current Energy Rate	\$ 0.095
Estimated Current Watts	11,966
Projected Watts - Proposed System - LEDs	4,265
Total Projected Watts Saved	7,701
Percentage of Reduction Savings	64%

Watt Usage



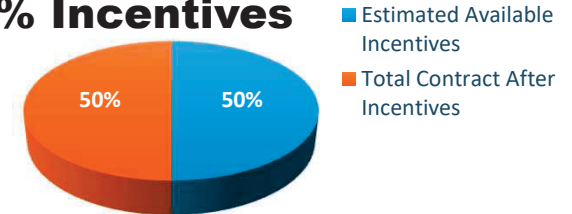
Estimated Hours of Use	2,704
Estimated Current Annual Energy Cost	\$ 3,073.83
Amortized Cost of Maintenance	\$ 307.38
Projected Annual Energy Cost of LED	\$ 1,095.59
Projected Cost of Maintenance	\$ 21.91
Total Annual Cost Savings	\$ 2,263.70
Total Monthly Cost Savings	\$ 188.64

Annual Cost to Operate



Total Number of New Lamps	349
Total Cost of New System (material, labor, installation & recycling)	\$ 17,988.00
Sales Tax if Applicable	\$ -
Total of Contract Before Incentives	\$ 17,988.00
Estimated Available Incentives	\$ 8,994.00
Total Contract After Incentives	\$ 8,994.00

% Incentives



Simple Payback (Years)	3.97
Simple Payback (Months)	47.68
Internal Rate of Return (IRR)	25.17%

Finance Options

Proposed Payment (No \$ Down/XXX% for XX Mo.)*	\$ -
Monthly Savings during Payment Period	\$ -
Monthly Savings after 36 Months	\$ -

*Quote good through 2/17/2025

Cost of Waiting



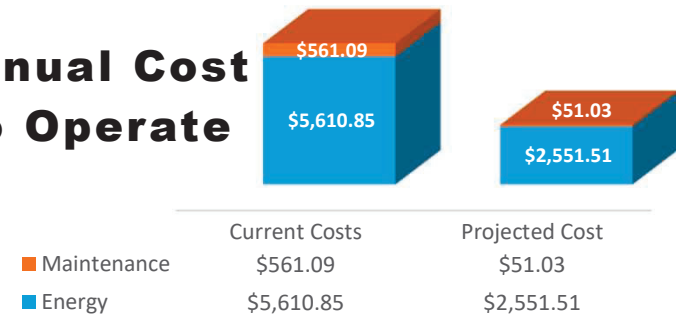
Estimated Current Energy Rate	\$ 0.095
Estimated Current Watts	22,716
Projected Watts - Proposed System - LEDs	10,330
Total Projected Watts Saved	12,386
Percentage of Reduction Savings	55%

Watt Usage



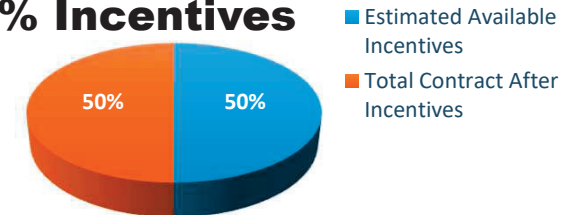
Estimated Hours of Use	2,600
Estimated Current Annual Energy Cost	\$ 5,610.85
Amortized Cost of Maintenance	\$ 561.09
Projected Annual Energy Cost of LED	\$ 2,551.51
Projected Cost of Maintenance	\$ 51.03
Total Annual Cost Savings	\$ 3,569.40
Total Monthly Cost Savings	\$ 297.45

Annual Cost to Operate



Total Number of New Lamps	128
Total Cost of New System (material, labor, installation & recycling)	\$ 26,949.00
Sales Tax if Applicable	\$ -
Total of Contract Before Incentives	\$ 26,949.00
Estimated Available Incentives	\$ 13,474.50
Total Contract After Incentives	\$ 13,474.50

% Incentives



Simple Payback (Years)	3.78
Simple Payback (Months)	45.30
Internal Rate of Return (IRR)	26.49%

Finance Options

Proposed Payment (No \$ Down/XXX% for XX Mo.)*	\$ -
Monthly Savings during Payment Period	\$ -
Monthly Savings after 36 Months	\$ -

*Quote good through 2/17/2025

Cost of Waiting





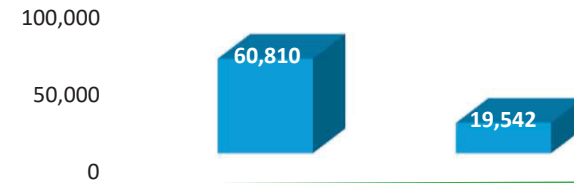
PROPOSAL FOR



LIBRARY

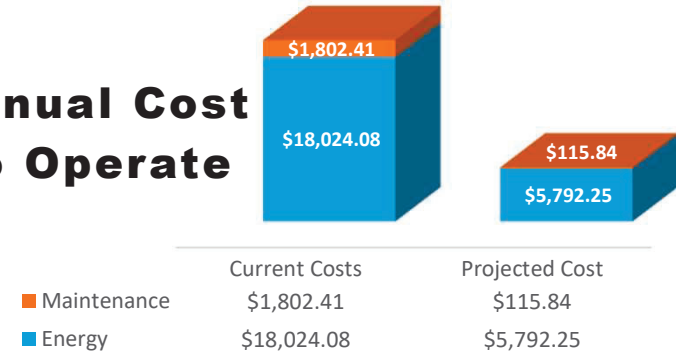
Estimated Current Energy Rate	\$ 0.10
Estimated Current Watts	60,810
Projected Watts - Proposed System - LEDs	19,542
Total Projected Watts Saved	41,268
Percentage of Reduction Savings	68%

Watt Usage



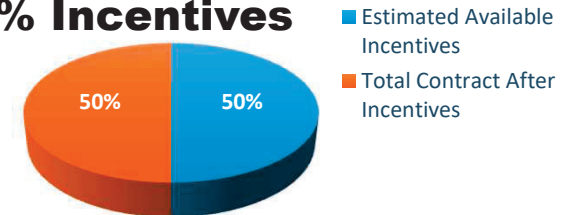
Estimated Hours of Use	3,120
Estimated Current Annual Energy Cost	\$ 18,024.08
Amortized Cost of Maintenance	\$ 1,802.41
Projected Annual Energy Cost of LED	\$ 5,792.25
Projected Cost of Maintenance	\$ 115.84
Total Annual Cost Savings	\$ 13,918.40
Total Monthly Cost Savings	\$ 1,159.87

Annual Cost to Operate



Total Number of New Lamps	1,971
Total Cost of New System (material, labor, installation & recycling)	\$ 59,853.00
Sales Tax if Applicable	\$ -
Total of Contract Before Incentives	\$ 59,853.00
Estimated Available Incentives	\$ 29,926.50
Total Contract After Incentives	\$ 29,926.50

% Incentives



Simple Payback (Years)	2.15
Simple Payback (Months)	25.80
Internal Rate of Return (IRR)	46.51%

Finance Options

Proposed Payment (No \$ Down/XXX% for XX Mo.)*	\$ -
Monthly Savings during Payment Period	\$ -
Monthly Savings after 36 Months	\$ -

*Quote good through 2/17/2025

Cost of Waiting



Energy Conservation Program Grant Agreement

Between: State of North Dakota, acting by and through (Grantor)
The Department of Commerce
1600 E. Century Avenue, Suite 2
PO Box 2057
Bismarck, ND 58502-2057

And: City of Minot – Airport – SRE Building (Grantee)
650 Airport RD
Minot, ND 58701

Date: 2/14/2025

Grant Number: 5359-ECG25 Minot – Airport SRE Building

SECTION 1 LEGAL BASIS OF AWARD

Pursuant to North Dakota legislative action, the Grantor is authorized to enter into a Grant Agreement and to make an award, from funds received through the North Dakota Department of Commerce to the Grantee for the Energy Conservation Grant Program. The Grantor is willing to make the grant and the Grantee is willing to accept the grant on the terms and conditions of this Agreement. Accordingly, the parties hereby agree as follows:

SECTION 2 GRANT AWARD

The Grantee's Energy Conservation Grant Program Application has been approved for \$13,474.50 in program dollars with dollar-for-dollar matching funds of \$13,474.50. Funds will be used for removal of old fluorescent lamps/ballasts and the installation of new Type B lamps as shown in the approved application.

Grant activities must be completed in the approved grant period February 14, 2025 through June 30, 2025.

To request payment of Energy Conservation Grant Program funds, the Grantee must submit a reimbursement request to the Grantor with copies of paid invoices, receipts, or other documentation showing that the approved activity has been completed. The Energy Reimbursement Request is available at <https://www.communityservices.nd.gov/uploads/30/SFN59519EECBGReimbursementRequest.pdf>.

The Grantor will approve payment of energy conservation program funds, based on matching percentages, up to the amount of this award, with additional expenses the sole responsibility of the Grantee.



The Grantor reserves the right to request additional documentation to confirm the completion of the project. Payment of energy conservation grant funds will be held until additional information is received and any questions have been addressed.

The Grantee must submit all reimbursement requests to the Grantor by June 30, 2025. This Grant Agreement will expire on that date and any funds remaining unpaid will revert back to the Energy Conservation Grant Program.

SECTION 3

GRANTEE'S UNDERSTANDING OF TERM OF FUNDING

The Grantee understands that this grant is a one-time grant and acknowledges that it has been furnished no assurances that this grant may be extended for periods beyond its termination date.

Should no activity occur within three months of the funding of this agreement, the agreement may be terminated with grant funds returning to the energy conservation grant program to be made available to other applicants.

SECTION 4

GRANTEE ASSURANCES

This grant shall be construed according to the laws of the state of North Dakota. In connection with the furnishing of supplies or performance of work under this grant, persons who contract with or receive funds from the North Dakota Department of Commerce are obligated and agree to comply with all local, state and federal laws, regulations and executive orders related to the performance of this grant including but not limited to the following: Fair Labor Standards Act, Equal Pay Act of 1963, Titles VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the North Dakota Human Rights Act, the Drug Abuse Prevention Treatment and Rehabilitation Act of 1970, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Alcohol, Drug Abuse and Mental Health Administration Reorganization Act of 1992, the Pro-children Act of 1994, and the Drug-free Workplace Act of 1988.

The Grantee certifies by signing this grant that it is not presently debarred, declared ineligible or voluntarily excluded from participation in transactions with the State. Grantee must be an approved vendor with the Office of Management and Budget within the State of North Dakota as required by N.D.C.C. § 5444.409.

SECTION 5

AUTHORITY TO CONTRACT

Grantee may not contract for or on behalf of, or incur obligations on behalf of, Grantor.



SECTION 6 INDEPENDENT ENTITY

Grantee shall perform as an independent entity under this grant. Grantee, its employees, agents, or representatives are not employees of the Grantor for any purpose, including but not limited to the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the Federal Unemployment Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workers' Compensation Act. No part of this grant may be construed to represent the creation of an employer/employee relationship between Grantor and Grantee. Grantee will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Grantee's activities and responsibilities under this grant.

SECTION 7 AUDIT RESPONSIBILITY AND EXPENSE ALLOWABILITY

Grantee agrees to keep financial records necessary to fully disclose the complete financial status of the grant. Grantee must submit documentation supporting requests for reimbursement for review by Grantor or its agents, upon request. Financial records and other relevant documentation must be maintained for at least three years from the close of this grant.

The Grantee will immediately notify the Grantor of any credible evidence that a principal, employee, agent, contractor, subcontractor or other person has submitted a false claim in the course of this agreement.

SECTION 8 TERMINATION OF GRANT FOR CAUSE

The Grantor by written notice of default to the Grantee may terminate the whole or any part of this grant:

1. If the Grantee fails to provide services required by this grant within the time specified or any extension agreed to by the Grantor;
2. Or If the Grantee fails to perform any of the other provisions of this grant, or so fails to pursue the work as to endanger performance of this grant in accordance with its terms.

The rights and remedies of the Grantor provided in the above clause related to defaults by the Grantee are not exclusive and are in addition to any other rights and remedies provided by law or under this grant.

SECTION 9 TERMINATION FOR LACK OF FUNDING OR AUTHORITY

The Grantor may terminate this grant effective upon delivery of written notice to the Grantee, or on any later date stated in the notice, under any of the following conditions:

1. If funding from state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. The grant may be modified by mutual consent of the parties in writing to accommodate a reduction in funds.
2. If state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this grant or are no longer eligible for the funding proposed for payments authorized by this grant.



3. If any license, permit or certificate required by law or rule, or by the terms of this grant, is for any reason denied, revoked, suspended or not renewed.
4. Termination of this grant under this section is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

SECTION 10 INDEMNITY

The Grantor and the Grantee each agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorneys' fees which may in any manner result from or arise out of this agreement.

SECTION 11 INSURANCE

Grantee shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverage:

1. Commercial general liability, including premises or operations, contractual, and products or completed operations coverage (if applicable), with minimum liability limits of \$250,000 per person and \$500,000 per occurrence.
2. Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$500,000 per occurrence.
3. Workers compensation coverage meeting all statutory requirements. The insurance coverage listed above must meet the following additional requirements:
 1. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Grantee. The amount of any deductible or self retention is subject to approval by the State.
 2. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.
 3. The insurance required in this agreement, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State representative.
 4. The Grantee shall furnish a certificate of insurance to the undersigned State representative upon request.
 5. Failure to provide insurance as required in this agreement is a material breach of contract entitling State to terminate this agreement immediately.



SECTION 12 INTEGRATION, MODIFICATION, AND SEVERABILITY

This grant constitutes the entire grant between the Grantee and the Grantor. No alteration, amendment, or modification of this grant shall be effective unless it is reduced to writing, signed by the parties and attached hereto. If any term of this grant is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the grant does not contain the illegal or unenforceable term.

SECTION 13 COLLATERAL CONTRACTS

Where there exists any inconsistency between this grant and other provisions of collateral contractual agreements that are made a part of this grant by reference or otherwise, the provisions of this grant shall control.

SECTION 14 APPLICABLE LAW

This grant is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this grant must be brought in the District Court of Burleigh County, North Dakota.

SECTION 15 COMPLIANCE WITH PUBLIC RECORDS LAWS

Grantee understands that the Grantor must disclose to the public upon request any records it receives from Grantee. Grantee further understands that any records which are obtained or generated by the Grantee under this grant may, under certain circumstances, be open to the public upon request under the North Dakota open records law. Grantee agrees to contact the Grantor immediately upon receiving a request for information under the open records law and to comply with the Grantor's instructions on how to respond to the request.

SECTION 16 ATTORNEY FEES

The Grantor and the Grantee each agree to assume responsibility for its own attorneys' fee which may in any manner result from or arise out of this agreement.



SECTION 17

ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

The Grantor does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. The Grantor does not waive any right to a jury trial.

SECTION 18

NECESSARY LICENSING/PERMITS

The Grantee is responsible for obtaining any necessary licenses and/or permits and for complying with applicable federal, state and municipal laws, codes, and regulations in connection with the execution of the work hereunder. The Grantee will take proper safety and health precautions to protect the workers, the public, the environment and the property.

Furthermore, the Grantee is required to employ appropriately licensed individuals on projects involving electrical, plumbing, boiler and sprinkler work in accordance with state laws and regulations. If hiring contractors to complete approved project activities, the contractors must be licensed through the State of North Dakota as required in Century Code 43-07-02. The Grantor will only reimburse payments to licensed contractors.

SECTION 19

REQUIREMENTS OF THE GRANTEE

- The Grantee understands that the Grantor may conduct site visits and file reviews to assure compliance with the terms and conditions of this agreement and will review technical performance after project completion to ensure that the agreement objectives have been accomplished.
- The Grantor reserves the right to request follow up energy records to review energy records to confirm energy savings.
- The Grantee must follow its own procurement policies when securing contractors and/or equipment.
- The Grantee is required to adhere to the North Dakota Department of Environmental Quality requirements for solid waste management and EPA's Renovation, Repair and Painting Rules.

SECTION 20

OTHER ARTICLES OF THE GRANT AGREEMENT

- The Grantee will be the sole owner of equipment and/or other approved purchases under this Grant Agreement and accepts sole responsibility of any further costs or liabilities associated with such equipment/purchases.
- The Grantee has completed the Section 106 Clearance Form with its application and will adhere to the requirements of the National Historic Preservation Act as it pertains to this



project.

- The Grantor shall not be responsible for any obligation to the Grantee for (1) decontamination and/or decommissioning (D&D) of any of the Grantee's facilities, or (2) any costs which may be incurred by the Grantee in connection with the D&D of any of its facilities due to the performance of the work performed under this agreement, whether said work was performed prior to or subsequent to the effective date of this agreement.
- The Grantor shall not be liable to or indemnify any third party with respect to any claim, debt, damage or demand arising during the implementation of this Grant Agreement and which may be made against the Grantor.
- The Grantor shall not accept liability for compensation for the death, disability or other hazards which may be suffered by the employees and/or clients of the Grantee as a result of their activities associated with the subject matter of this Grant Agreement.
- The Grantor shall not be liable for any expenditure incurred in excess of its contribution as specified in this Grant Agreement.
- The Grantee shall notify the Grantor immediately upon discovery of any financial and/or operational irregularities in connection with this grant award, and submit a written report as directed by the Grantor of the known details of the irregularities.

SECTION 21 SIGNATURES

The Grantor and Grantee shall each receive one signed copy of the Grant Agreement, which will serve as official documents in all legal and literal interpretations.

Grantor:

Maria Effertz
[Maria Effertz \(Feb 15, 2025 09:08 CST\)](#)
Maria Effertz, Director
Division of Community Services

02/15/2025

Date

Grantee:

Thomas Ross
[Thomas Ross \(Feb 15, 2025 08:37 CST\)](#)
Tom Ross - Mayor
City of Minot

02/15/2025

Date



ORGANIZATION INFORMATION

Applicant Organization Name City of Minot Airport - SRE Building	Project Name LED Lighting Retrofit	Date of Application 01/29/2025	
Address 650 Airport Rd	City Minot	State ND	ZIP Code 58703
Primary Contact Kevin Sickler	Title Building Maintenance Superintendent	Fax	
E-mail kevin.sickler@minotnd.org	Telephone (701) 509-9608		
Individual Signing The Agreement Tom Ross	Title Mayor		
E-mail kevin.sickler@minotnd.org	Telephone (701) 509-9608		

BUDGET INFORMATION

Total Project Budget \$ 26,949.00	Amount Requested \$ 13,474.50
Proposed Start Date 03/12/2025	Project Duration 5-7 days

A 50% match is required for this program

Project Associated Expense	Estimated Cost
LED Lighting Material	16,730.00
Labor to Install	9,339.00
Lamp Recycling	880.00
Total	\$ 26,949.00

PROJECT DESCRIPTION

Describe your project in detail. Describe the building in your project, the changes to be made, and the year each was built.

Removal of outdated fluorescent lamps /ballasts and the installation of new Type B lamps.
Built in 2013

Describe the results you expect from your project.

Energy and maintenance savings of over 60%

Does your project involve retrofitting a building that's been placed on the National Historic Register or is 50 years old or older? **If yes, the State Historical Society must complete a Section 106 Clearance Form.*

☐

Yes

☒

No

I, the undersigned authorized representative of the applicant, certify that to the best of my knowledge the information in the application is true and correct. I also certify that the applicant shall maintain accounting records in accordance with generally accepted governmental accounting principles and that the funds awarded will be included in those audits or financial statements. I further certify that the applicant represents a political subdivision within the State of North Dakota and will comply with all local, state and federal laws and regulations, including but not limited to the State Health Department's requirements for solid waste management and the EPA's Renovation, Repair and Painting Rule. I also certify that the applicant is in good financial standing and has no delinquencies on existing North Dakota State Government grants or loans.

Authorized Signature 	Name (Please Print) Tom Ross
Title Mayor	Date 01/29/2025

Submit a completed application and supporting documents to:

E-mail:

hayescameron@nd.gov

Mail:

North Dakota Department of Commerce
Department of Community Services
PO Box 2057
Bismarck, ND 58502-2057

If you have questions, please contact:

Cameron Hayes
ND Department of Commerce
Department of Community Services
Email: hayescameron@nd.gov
Phone: 701-328-6868

For Commerce Use Only		
Approved ☒	Amount of Grant \$13,474.50	Authorized Signature 
Denied ☐	Date 02/12/2025	

ENERGY SAVINGS ANALYSIS

NORTH DAKOTA DEPARTMENT OF COMMERCE
DIVISION OF COMMUNITY SERVICES
SFN 59261 (03/2024)

Directions: Please have your engineering firm, utility, vendor, energy auditor, etc. complete the form to verify energy savings. Note: Not all boxes may apply to your project. If you have questions about this form, please contact Kevin Iverson at 701-328-5385 or kciverson@nd.gov.

Utility Rate Information

Cost/Unit KW	Cost/Unit kWh	Cost/Unit Ntr. Gas	Cost/Unit Water	Other
	.094			

Energy Savings

Energy Conservation Measure (ECM)	Annual Demand Savings (KW)	Annual Electric Savings (kWh)	Annual Fossil Fuel Savings (mmBtu)	Annual Water Savings (1,000 Gal.)
SEE WORKSHEET		48022.20		
Total	0.00	48,022.20	0.00	0.00

Energy Cost Savings. Calculate by multiplying **Utility Rate Information** by **Energy Savings**.

Energy Conservation Measure(ECM)	Annual Demand Cost Savings (KW)	Annual Electric Cost (kWh)	Annual Fuel Cost Savings (mmBtu)	Annual Water Cost Savings	Total ECM Energy Cost Savings
SEE WORKSHEET	\$	\$ 4514.09	\$	\$	\$ 4,514.09
	\$	\$	\$	\$	\$ 0.00
	\$	\$	\$	\$	\$ 0.00
Total	\$ 0.00	\$ 4,514.09	\$ 0.00	\$ 0.00	\$ 4,514.09
Total Project Energy Cost Savings					\$ 4,514.09

Payback. Provide the following information about and savings generated by this ECM.

Total Project Investment	Total Project Energy Cost Savings	Simple Payback Years
\$ 26,949.00	\$ 4,514.09	6

Describe the basis for the estimated savings generated by this ECM:

*****SEE ATTACHED WORKSHEET*****

Certification:

I, the undersigned representative of Ideal Energy, LLC (Company), certify that to the best of my knowledge this information is true and correct.

Name (Please Print) Chad W Carver	Title Energy Services Specialist
Authorized Signature 	Date 02/10/2025

For Commerce Use Only		
Verified	X	Authorized Signature 
Date	02/12/2025	

Minot Airport Snow Removal Bld
650 Airport Rd
ND Dept of Commerce Energy Savings Analysis Worksheet

Existing Lamps Removed:

	<u>Watts</u>	<u>Kw</u>
(510) 4' T5 Fluorescent 54W	27540.00	27.540
(18) 4' T8Fluorescent @ 32W	576.00	0.576
	0.00	0.000
	0.00	0.000
	0.00	0.000
0	0.00	0.000
Total Removed:	28116.00	28.116

	<u>Watts</u>	<u>Kw</u>
(60) LED UFO High Bay Fixtures @ 150W	9000.00	9.000
(50) 4' T5 LED Lamps @ 23W	1150.00	1.150
(18) 4' T8 LED Lamps @ 10W	180.00	0.180
0	0.00	0.000
0	0.00	0.000
0	0.00	0.000
Total Installed:	10330.00	10.330

Total Saved

	<u>Watts</u>	<u>Kw</u>
(total removed watts minus installed watts)	17786.00	17.786

Saved Annual KWh's:

48022.20

(total kilowatts saved multiplied by annual hours)

<u>Kw Saved</u>	<u>Annual Hours</u>
17.786	2700

Customer's Total Annual Savings

\$4,514.09

(saved annual KWh's multiplied by blended rate)

<u>Saved Annual KWh's</u>	<u>Blended Rate</u>
48022.20	\$0.094

Cost of Project

\$26,949.00

Simple Year(s) Return

(cost of project divided by annual savings)
5.97

Chad Carver
Energy Services Specialist
Ideal Energy

5359-ECG25 Minot - SRE Building

Final Audit Report

2025-02-15

Created:	2025-02-15
By:	Emmalee Sorrels (ejsorrels@nd.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHfYsh_I_dWj9QWEUQLPzh83ml7Azu-Dx

"5359-ECG25 Minot - SRE Building" History

-  Document created by Emmalee Sorrels (ejsorrels@nd.gov)
2025-02-15 - 0:59:11 AM GMT- IP address: 165.234.252.245
-  Document emailed to mayor@minotnd.gov for signature
2025-02-15 - 0:59:47 AM GMT
-  Email viewed by mayor@minotnd.gov
2025-02-15 - 2:36:58 PM GMT- IP address: 136.227.64.158
-  Signer mayor@minotnd.gov entered name at signing as Thomas Ross
2025-02-15 - 2:37:35 PM GMT- IP address: 136.227.64.158
-  Document e-signed by Thomas Ross (mayor@minotnd.gov)
Signature Date: 2025-02-15 - 2:37:37 PM GMT - Time Source: server- IP address: 136.227.64.158
-  Document emailed to meffertz@nd.gov for signature
2025-02-15 - 2:37:39 PM GMT
-  Email viewed by meffertz@nd.gov
2025-02-15 - 3:08:43 PM GMT- IP address: 104.47.65.254
-  Signer meffertz@nd.gov entered name at signing as Maria Effertz
2025-02-15 - 3:08:55 PM GMT- IP address: 74.207.139.29
-  Document e-signed by Maria Effertz (meffertz@nd.gov)
Signature Date: 2025-02-15 - 3:08:57 PM GMT - Time Source: server- IP address: 74.207.139.29
-  Agreement completed.
2025-02-15 - 3:08:57 PM GMT

Energy Conservation Program Grant Agreement

Between: State of North Dakota, acting by and through (Grantor)
The Department of Commerce
1600 E. Century Avenue, Suite 2
PO Box 2057
Bismarck, ND 58502-2057

And: City of Minot – Airport – GA Terminal (Grantee)
2400 N Broadway
Minot, ND 58701

Date: 2/14/2025

Grant Number: 5360-ECG25 Minot – Airport GA Terminal

SECTION 1 LEGAL BASIS OF AWARD

Pursuant to North Dakota legislative action, the Grantor is authorized to enter into a Grant Agreement and to make an award, from funds received through the North Dakota Department of Commerce to the Grantee for the Energy Conservation Grant Program. The Grantor is willing to make the grant and the Grantee is willing to accept the grant on the terms and conditions of this Agreement. Accordingly, the parties hereby agree as follows:

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The Grantee's Energy Conservation Grant Program Application has been approved for \$8,994.00 in program dollars with dollar-for-dollar matching funds of \$8,994.00. Funds will be used for removal of old fluorescent lamps/ballasts and the installation of new Type B lamps as shown in the approved application.

Grant activities must be completed in the approved grant period February 14, 2025 through June 30, 2025.

To request payment of Energy Conservation Grant Program funds, the Grantee must submit a reimbursement request to the Grantor with copies of paid invoices, receipts, or other documentation showing that the approved activity has been completed. The Energy Reimbursement Request is available at <https://www.communityservices.nd.gov/uploads/30/SFN59519EECBGReimbursementRequest.pdf>.

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1. If funding from state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. The grant may be modified by mutual consent of the parties in writing to accommodate a reduction in funds.
2. If state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this grant or are no longer eligible for the funding proposed for payments authorized by this grant.



3. If any license, permit or certificate required by law or rule, or by the terms of this grant, is for any reason denied, revoked, suspended or not renewed.
4. Termination of this grant under this section is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

SECTION 10 INDEMNITY

The Grantor and the Grantee each agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorneys' fees which may in any manner result from or arise out of this agreement.

SECTION 11 INSURANCE

Grantee shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverage:

1. Commercial general liability, including premises or operations, contractual, and products or completed operations coverage (if applicable), with minimum liability limits of \$250,000 per person and \$500,000 per occurrence.
2. Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$500,000 per occurrence.
3. Workers compensation coverage meeting all statutory requirements. The insurance coverage listed above must meet the following additional requirements:
 1. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Grantee. The amount of any deductible or self retention is subject to approval by the State.
 2. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.
 3. The insurance required in this agreement, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State representative.
 4. The Grantee shall furnish a certificate of insurance to the undersigned State representative upon request.
 5. Failure to provide insurance as required in this agreement is a material breach of contract entitling State to terminate this agreement immediately.



SECTION 12 INTEGRATION, MODIFICATION, AND SEVERABILITY

This grant constitutes the entire grant between the Grantee and the Grantor. No alteration, amendment, or modification of this grant shall be effective unless it is reduced to writing, signed by the parties and attached hereto. If any term of this grant is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the grant does not contain the illegal or unenforceable term.

SECTION 13 COLLATERAL CONTRACTS

Where there exists any inconsistency between this grant and other provisions of collateral contractual agreements that are made a part of this grant by reference or otherwise, the provisions of this grant shall control.

SECTION 14 APPLICABLE LAW

This grant is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this grant must be brought in the District Court of Burleigh County, North Dakota.

SECTION 15 COMPLIANCE WITH PUBLIC RECORDS LAWS

Grantee understands that the Grantor must disclose to the public upon request any records it receives from Grantee. Grantee further understands that any records which are obtained or generated by the Grantee under this grant may, under certain circumstances, be open to the public upon request under the North Dakota open records law. Grantee agrees to contact the Grantor immediately upon receiving a request for information under the open records law and to comply with the Grantor's instructions on how to respond to the request.

SECTION 16 ATTORNEY FEES

The Grantor and the Grantee each agree to assume responsibility for its own attorneys' fee which may in any manner result from or arise out of this agreement.



SECTION 17

ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

The Grantor does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. The Grantor does not waive any right to a jury trial.

SECTION 18

NECESSARY LICENSING/PERMITS

The Grantee is responsible for obtaining any necessary licenses and/or permits and for complying with applicable federal, state and municipal laws, codes, and regulations in connection with the execution of the work hereunder. The Grantee will take proper safety and health precautions to protect the workers, the public, the environment and the property.

Furthermore, the Grantee is required to employ appropriately licensed individuals on projects involving electrical, plumbing, boiler and sprinkler work in accordance with state laws and regulations. If hiring contractors to complete approved project activities, the contractors must be licensed through the State of North Dakota as required in Century Code 43-07-02. The Grantor will only reimburse payments to licensed contractors.

SECTION 19

REQUIREMENTS OF THE GRANTEE

- The Grantee understands that the Grantor may conduct site visits and file reviews to assure compliance with the terms and conditions of this agreement and will review technical performance after project completion to ensure that the agreement objectives have been accomplished.
- The Grantor reserves the right to request follow up energy records to review energy records to confirm energy savings.
- The Grantee must follow its own procurement policies when securing contractors and/or equipment.
- The Grantee is required to adhere to the North Dakota Department of Environmental Quality requirements for solid waste management and EPA's Renovation, Repair and Painting Rules.

SECTION 20

OTHER ARTICLES OF THE GRANT AGREEMENT

- The Grantee will be the sole owner of equipment and/or other approved purchases under this Grant Agreement and accepts sole responsibility of any further costs or liabilities associated with such equipment/purchases.
- The Grantee has completed the Section 106 Clearance Form with its application and will adhere to the requirements of the National Historic Preservation Act as it pertains to this



project.

- The Grantor shall not be responsible for any obligation to the Grantee for (1) decontamination and/or decommissioning (D&D) of any of the Grantee's facilities, or (2) any costs which may be incurred by the Grantee in connection with the D&D of any of its facilities due to the performance of the work performed under this agreement, whether said work was performed prior to or subsequent to the effective date of this agreement.
- The Grantor shall not be liable to or indemnify any third party with respect to any claim, debt, damage or demand arising during the implementation of this Grant Agreement and which may be made against the Grantor.
- The Grantor shall not accept liability for compensation for the death, disability or other hazards which may be suffered by the employees and/or clients of the Grantee as a result of their activities associated with the subject matter of this Grant Agreement.
- The Grantor shall not be liable for any expenditure incurred in excess of its contribution as specified in this Grant Agreement.
- The Grantee shall notify the Grantor immediately upon discovery of any financial and/or operational irregularities in connection with this grant award, and submit a written report as directed by the Grantor of the known details of the irregularities.

SECTION 21 SIGNATURES

The Grantor and Grantee shall each receive one signed copy of the Grant Agreement, which will serve as official documents in all legal and literal interpretations.

Grantor:

Maria Effertz
[Maria Effertz \(Feb 15, 2025 09:09 CST\)](#)
Maria Effertz, Director
Division of Community Services

02/15/2025

Date

Grantee:

Thomas Ross
[Thomas Ross \(Feb 15, 2025 08:36 CST\)](#)
Tom Ross - Mayor
City of Minot

02/15/2025

Date





ENERGY CONSERVATION GRANT APPLICATION
 NORTH DAKOTA DEPARTMENT OF COMMERCE
 DIVISION OF COMMUNITY SERVICES
 SFN 59236 (05-2024)

ORGANIZATION INFORMATION

Applicant Organization Name City of Minot - GA Terminal (Old Terminal)		Project Name LED Lighting Retrofit		Date of Application 01/29/2025	
Address 2400 N Broadway		City Minot		State ND	ZIP Code 58703
Primary Contact Kevin Sickler		Title Building Maintenance Superintendent			Fax
E-mail kevin.sickler@minotnd.org		Telephone (701) 509-9608			
Individual Signing The Agreement Tom Ross		Title Mayor			
E-mail kevin.sickler@minotnd.org		Telephone (701) 509-9608			

BUDGET INFORMATION

Total Project Budget \$ 17,988.00	Amount Requested \$ 8,994.00
Proposed Start Date 03/14/2025	Project Duration 3-4 days

A 50% match is required for this program

Project Associated Expense	Estimated Cost
LED Lighting Material	9,625.00
Labor to Install	7,500.00
Lamp Recycling	863.00
Total	\$ 17,988.00

PROJECT DESCRIPTION

Describe your project in detail. Describe the building in your project, the changes to be made, and the year each was built.

Removal of outdated fluorescent lamps /ballasts and the installation of new Type B lamps.
Built in 1975

Describe the results you expect from your project.

Energy and maintenance savings of over 60%

Does your project involve retrofitting a building that's been placed on the National Historic Register or is 50 years old or older? **If yes, the State Historical Society must complete a Section 106 Clearance Form.*

☐

Yes

☒

No

I, the undersigned authorized representative of the applicant, certify that to the best of my knowledge the information in the application is true and correct. I also certify that the applicant shall maintain accounting records in accordance with generally accepted governmental accounting principles and that the funds awarded will be included in those audits or financial statements. I further certify that the applicant represents a political subdivision within the State of North Dakota and will comply with all local, state and federal laws and regulations, including but not limited to the State Health Department's requirements for solid waste management and the EPA's Renovation, Repair and Painting Rule. I also certify that the applicant is in good financial standing and has no delinquencies on existing North Dakota State Government grants or loans.

Authorized Signature 	Name (Please Print) Tom Ross
Title Mayor	Date 01/29/2025

Submit a completed application and supporting documents to:

E-mail:
hayescameron@nd.gov

Mail:
North Dakota Department of Commerce
Department of Community Services
PO Box 2057
Bismarck, ND 58502-2057

If you have questions, please contact:

Cameron Hayes
ND Department of Commerce
Department of Community Services
Email: hayescameron@nd.gov
Phone: 701-328-6868

For Commerce Use Only			
Approved	☒	Amount of Grant \$8,994.00	Authorized Signature 
Denied	☐	Date 02/12/2025	

ENERGY SAVINGS ANALYSIS

NORTH DAKOTA DEPARTMENT OF COMMERCE
DIVISION OF COMMUNITY SERVICES
SFN 59261 (03/2024)

Directions: Please have your engineering firm, utility, vendor, energy auditor, etc. complete the form to verify energy savings. Note: Not all boxes may apply to your project. If you have questions about this form, please contact Kevin Iverson at 701-328-5385 or kciverson@nd.gov.

Utility Rate Information

Cost/Unit KW	Cost/Unit kWh	Cost/Unit Ntr. Gas	Cost/Unit Water	Other
	.092 - Blended			

Energy Savings

Energy Conservation Measure (ECM)	Annual Demand Savings (KW)	Annual Electric Savings (kWh)	Annual Fossil Fuel Savings (mmBtu)	Annual Water Savings (1,000 Gal.)
See Worksheet		23592.14		
Total	0.00	23,592.14	0.00	0.00

Energy Cost Savings. Calculate by multiplying **Utility Rate Information** by **Energy Savings**.

Energy Conservation Measure(ECM)	Annual Demand Cost Savings (KW)	Annual Electric Cost (kWh)	Annual Fuel Cost Savings (mmBtu)	Annual Water Cost Savings	Total ECM Energy Cost Savings
See Worksheet	\$	\$ 2170.48	\$	\$	\$ 2,170.48
	\$	\$	\$	\$	\$ 0.00
	\$	\$	\$	\$	\$ 0.00
Total	\$ 0.00	\$ 2,170.48	\$ 0.00	\$ 0.00	\$ 2,170.48
Total Project Energy Cost Savings					\$ 2,170.48

Payback. Provide the following information about and savings generated by this ECM.

Total Project Investment	Total Project Energy Cost Savings	Simple Payback Years
\$ 17,988.00	\$ 2,170.48	8

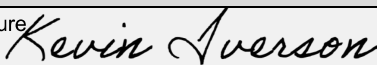
Describe the basis for the estimated savings generated by this ECM:

*****SEE ATTACHED WORKSHEET*****

Certification:

I, the undersigned representative of Ideal Energy, LLC (Company), certify that to the best of my knowledge this information is true and correct.

Name (Please Print) Chad W Carver	Title Energy Services Specialist
Authorized Signature 	Date 02/10/2025

For Commerce Use Only		
Verified	☒	Authorized Signature 
Date	02/12/2025	

This is an example for converting a #2 fuel oil boiler to an electric boiler. The current #2 fuel oil boiler is estimated to use 19,800 gallons of #2 fuel oil a year. The new electric boiler will use 438,600 kWh a year and during peak load times the #2 fuel oil boiler will still use 5,480 gallons a year. The cost of the electric boiler is \$84,900. Below are the steps to calculate the energy savings simple payback.

- Determine the current energy use for the #2 fuel oil boiler.

Estimated #2 fuel oil boiler fuel usage: 19,800 gallons/year. Using the conversion 139,000Btu/Gal of #2 fuel oil, converts to 2752.2 mmBtu/year

- The #2 fuel oil boiler and the electric boiler use different energy types to heat the building. In this case we would convert the electric boiler energy use to the #2 fuel oil boiler energy use (Btu).

Estimated electric boiler fuel usage: 438,600 kWh/year. Using the conversion 3412 Btu/kWh, converts to 1496.5 mmBtu/year

- Determine the peak load #2 fuel oil boiler energy use.

Estimated #2 fuel oil boiler fuel usage during peak load (using the high side): 5,480 gallons/year. Using the conversion 139,000Btu/Gal of #2 fuel oil, converts to 761.72 mmBtu/year

- Find the difference in what is currently used in energy and what is the proposed use of energy (Energy Savings) or

Current – (total of proposed electric boiler usage and peak #2 fuel oil boiler fuel usage): 2752.2 mmBtu/year – (1496.5 mmBtu/year + 761.72 mmBtu/year) = 493.98 mmBtu/year

- Find the energy cost savings.

Convert the energy savings to fuel cost: 493.98 mmBtu/year converting back to gallons using the conversion 139,000Btu/Gal of #2 fuel oil and the to dollars per year using \$2.9/gallon of #2 fuel oil, converts to \$10,306/year

- Finally determine the energy savings payback.

Using the total project cost and dividing it by the total project energy cost savings:
 $\$84,900.00 / (\$10,306/\text{year}) = 8.24 \text{ years}$

Minot Airport GA Terminal Bld
2400 N Broadway
ND Dept of Commerce Energy Savings Analysis Worksheet

Existing Lamps Removed:

	<u>Watts</u>	<u>Kw</u>
(324) 4' T8 Fluorescent @ 32W	10368.00	10.368
(8) 4' U-Lamp Fluorescent T8 @ 32W	256.00	0.256
	1200.00	1.200
	42.00	0.042
	0.00	0.000
0	0.00	0.000
Total Removed:	11866.00	11.866

	<u>Watts</u>	<u>Kw</u>
(324) 4' T8 Type B Lamp @ 10W	3240.00	3.240
(4) 2x2 LED at Panel @ 30W	120.00	0.120
(20) 6" LED Can @ 12W	240.00	0.240
(1) 8" LED Can @ 17W	17.00	0.017
0	0.00	0.000
0	0.00	0.000
Total Installed:	3617.00	3.617

<u>Total Saved</u>	<u>Watts</u>	<u>Kw</u>
(total removed watts minus installed watts)	8249.00	8.249

<u>Saved Annual KWh's:</u>	(total kilowatts saved multiplied by annual hours)	
23592.14	Kw Saved	Annual Hours
	8.249	2860

<u>Customer's Total Annual Savings</u>	(saved annual KWh's multiplied by blended rate)	
\$2,170.48	Saved Annual KWh's	Blended Rate
	23592.14	\$0.092

<u>Cost of Project</u>	<u>Simple Year(s) Return</u>
\$17,988.00	(cost of project divided by annual savings)
	8.29

Chad Carver
Energy Services Specialist
Ideal Energy

5360-ECG25 Minot - GA Terminal

Final Audit Report

2025-02-15

Created:	2025-02-15
By:	Emmalee Sorrels (ejsorrels@nd.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAApmlStpCuwvpH3fWvnLNiaiyBsgrY410

"5360-ECG25 Minot - GA Terminal" History

-  Document created by Emmalee Sorrels (ejsorrels@nd.gov)
2025-02-15 - 1:00:41 AM GMT- IP address: 165.234.252.245
-  Document emailed to mayor@minotnd.gov for signature
2025-02-15 - 1:01:16 AM GMT
-  Email viewed by mayor@minotnd.gov
2025-02-15 - 2:35:27 PM GMT- IP address: 136.227.64.158
-  Signer mayor@minotnd.gov entered name at signing as Thomas Ross
2025-02-15 - 2:36:38 PM GMT- IP address: 136.227.64.158
-  Document e-signed by Thomas Ross (mayor@minotnd.gov)
Signature Date: 2025-02-15 - 2:36:40 PM GMT - Time Source: server- IP address: 136.227.64.158
-  Document emailed to meffertz@nd.gov for signature
2025-02-15 - 2:36:42 PM GMT
-  Email viewed by meffertz@nd.gov
2025-02-15 - 3:09:03 PM GMT- IP address: 104.47.65.254
-  Signer meffertz@nd.gov entered name at signing as Maria Effertz
2025-02-15 - 3:09:19 PM GMT- IP address: 74.207.139.29
-  Document e-signed by Maria Effertz (meffertz@nd.gov)
Signature Date: 2025-02-15 - 3:09:21 PM GMT - Time Source: server- IP address: 74.207.139.29
-  Agreement completed.
2025-02-15 - 3:09:21 PM GMT

Energy Conservation Program Grant Agreement

Between: State of North Dakota, acting by and through (Grantor)
The Department of Commerce
1600 E. Century Avenue, Suite 2
PO Box 2057
Bismarck, ND 58502-2057

And: Minot Public Library (Grantee)
516 2nd Ave SW
Minot, ND 58701

Date: 3/24/2025

Grant Number: 5378-ECG25

SECTION 1 LEGAL BASIS OF AWARD

Pursuant to North Dakota legislative action, the Grantor is authorized to enter into a Grant Agreement and to make an award, from funds received through the North Dakota Department of Commerce to the Grantee for the Energy Conservation Grant Program. The Grantor is willing to make the grant and the Grantee is willing to accept the grant on the terms and conditions of this Agreement. Accordingly, the parties hereby agree as follows:

SECTION 2 GRANT AWARD

The Grantee's Energy Conservation Grant Program Application has been approved for \$29,926.50 in program dollars with dollar-for-dollar matching funds of \$29,926.50. Funds will be used for Removing of outdated fluorescent lamps/ballasts and the installation of new Type B lamps as shown in the approved application.

Grant activities must be completed in the approved grant period March 24, 2025 through June 30, 2025.

To request payment of Energy Conservation Grant Program funds, the Grantee must submit a reimbursement request to the Grantor with copies of paid invoices, receipts, or other documentation showing that the approved activity has been completed. The Energy Reimbursement Request is available at <https://www.communityservices.nd.gov/uploads/30/SFN59519EECBGReimbursementRequest.pdf>.

The Grantor will approve payment of energy conservation program funds, based on matching percentages, up to the amount of this award, with additional expenses the sole responsibility of the Grantee.



The Grantor reserves the right to request additional documentation to confirm the completion of the project. Payment of energy conservation grant funds will be held until additional information is received and any questions have been addressed.

The Grantee must submit all reimbursement requests to the Grantor by June 30, 2025. This Grant Agreement will expire on that date and any funds remaining unpaid will revert back to the Energy Conservation Grant Program.

SECTION 3

GRANTEE'S UNDERSTANDING OF TERM OF FUNDING

The Grantee understands that this grant is a one-time grant and acknowledges that it has been furnished no assurances that this grant may be extended for periods beyond its termination date.

Should no activity occur within three months of the funding of this agreement, the agreement may be terminated with grant funds returning to the energy conservation grant program to be made available to other applicants.

SECTION 4

GRANTEE ASSURANCES

This grant shall be construed according to the laws of the state of North Dakota. In connection with the furnishing of supplies or performance of work under this grant, persons who contract with or receive funds from the North Dakota Department of Commerce are obligated and agree to comply with all local, state and federal laws, regulations and executive orders related to the performance of this grant including but not limited to the following: Fair Labor Standards Act, Equal Pay Act of 1963, Titles VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the North Dakota Human Rights Act, the Drug Abuse Prevention Treatment and Rehabilitation Act of 1970, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Alcohol, Drug Abuse and Mental Health Administration Reorganization Act of 1992, the Pro-children Act of 1994, and the Drug-free Workplace Act of 1988.

The Grantee certifies by signing this grant that it is not presently debarred, declared ineligible or voluntarily excluded from participation in transactions with the State. Grantee must be an approved vendor with the Office of Management and Budget within the State of North Dakota as required by N.D.C.C. § 5444.409.

SECTION 5

AUTHORITY TO CONTRACT

Grantee may not contract for or on behalf of, or incur obligations on behalf of, Grantor.

SECTION 6

INDEPENDENT ENTITY

Grantee shall perform as an independent entity under this grant. Grantee, its employees, agents, or representatives are not employees of the Grantor for any purpose, including but not limited to the



application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the Federal Unemployment Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workers' Compensation Act. No part of this grant may be construed to represent the creation of an employer/employee relationship between Grantor and Grantee. Grantee will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Grantee's activities and responsibilities under this grant.

SECTION 7

AUDIT RESPONSIBILITY AND EXPENSE ALLOWABILITY

Grantee agrees to keep financial records necessary to fully disclose the complete financial status of the grant. Grantee must submit documentation supporting requests for reimbursement for review by Grantor or its agents, upon request. Financial records and other relevant documentation must be maintained for at least three years from the close of this grant.

The Grantee will immediately notify the Grantor of any credible evidence that a principal, employee, agent, contractor, subcontractor or other person has submitted a false claim in the course of this agreement.

SECTION 8

TERMINATION OF GRANT FOR CAUSE

The Grantor by written notice of default to the Grantee may terminate the whole or any part of this grant:

1. If the Grantee fails to provide services required by this grant within the time specified or any extension agreed to by the Grantor;
2. Or If the Grantee fails to perform any of the other provisions of this grant, or so fails to pursue the work as to endanger performance of this grant in accordance with its terms.

The rights and remedies of the Grantor provided in the above clause related to defaults by the Grantee are not exclusive and are in addition to any other rights and remedies provided by law or under this grant.

SECTION 9

TERMINATION FOR LACK OF FUNDING OR AUTHORITY

The Grantor may terminate this grant effective upon delivery of written notice to the Grantee, or on any later date stated in the notice, under any of the following conditions:

1. If funding from state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. The grant may be modified by mutual consent of the parties in writing to accommodate a reduction in funds.
2. If state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this grant or are no longer eligible for the funding proposed for payments authorized by this grant.
3. If any license, permit or certificate required by law or rule, or by the terms of this grant, is for any reason denied, revoked, suspended or not renewed.
4. Termination of this grant under this section is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

SECTION 10



INDEMNITY

The Grantor and the Grantee each agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorneys' fees which may in any manner result from or arise out of this agreement.

SECTION 11 INSURANCE

Grantee shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverage:

1. Commercial general liability, including premises or operations, contractual, and products or completed operations coverage (if applicable), with minimum liability limits of \$250,000 per person and \$500,000 per occurrence.
2. Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$500,000 per occurrence.
3. Workers compensation coverage meeting all statutory requirements. The insurance coverage listed above must meet the following additional requirements:
 1. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Grantee. The amount of any deductible or self retention is subject to approval by the State.
 2. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.
 3. The insurance required in this agreement, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State representative.
 4. The Grantee shall furnish a certificate of insurance to the undersigned State representative upon request.
 5. Failure to provide insurance as required in this agreement is a material breach of contract entitling State to terminate this agreement immediately.

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This grant constitutes the entire grant between the Grantee and the Grantor. No alteration, amendment, or modification of this grant shall be effective unless it is reduced to writing, signed



by the parties and attached hereto. If any term of this grant is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the grant does not contain the illegal or unenforceable term.

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The Grantor does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. The Grantor does not waive any right to a jury trial.

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NECESSARY LICENSING/PERMITS

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Furthermore, the Grantee is required to employ appropriately licensed individuals on projects involving electrical, plumbing, boiler and sprinkler work in accordance with state laws and regulations. If hiring contractors to complete approved project activities, the contractors must be licensed through the State of North Dakota as required in Century Code 43-07-02. The Grantor will only reimburse payments to licensed contractors.

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- The Grantee is required to adhere to the North Dakota Department of Environmental Quality requirements for solid waste management and EPA's Renovation, Repair and Painting Rules.

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OTHER ARTICLES OF THE GRANT AGREEMENT

- The Grantee will be the sole owner of equipment and/or other approved purchases under this Grant Agreement and accepts sole responsibility of any further costs or liabilities associated with such equipment/purchases.
- The Grantee has completed the Section 106 Clearance Form with its application and will adhere to the requirements of the National Historic Preservation Act as it pertains to this



project.

- The Grantor shall not be responsible for any obligation to the Grantee for (1) decontamination and/or decommissioning (D&D) of any of the Grantee's facilities, or (2) any costs which may be incurred by the Grantee in connection with the D&D of any of its facilities due to the performance of the work performed under this agreement, whether said work was performed prior to or subsequent to the effective date of this agreement.
- The Grantor shall not be liable to or indemnify any third party with respect to any claim, debt, damage or demand arising during the implementation of this Grant Agreement and which may be made against the Grantor.
- The Grantor shall not accept liability for compensation for the death, disability or other hazards which may be suffered by the employees and/or clients of the Grantee as a result of their activities associated with the subject matter of this Grant Agreement.
- The Grantor shall not be liable for any expenditure incurred in excess of its contribution as specified in this Grant Agreement.
- The Grantee shall notify the Grantor immediately upon discovery of any financial and/or operational irregularities in connection with this grant award, and submit a written report as directed by the Grantor of the known details of the irregularities.

SECTION 21 SIGNATURES

The Grantor and Grantee shall each receive one signed copy of the Grant Agreement, which will serve as official documents in all legal and literal interpretations.

Grantor:

Maria Effertz
[Maria Effertz \(Mar 25, 2025 08:49 CDT\)](#)
Maria Effertz, Director
Division of Community Services

03/25/2025

Date

Grantee:

Thomas Ross
[Thomas Ross \(Mar 25, 2025 08:47 CDT\)](#)
Tom Ross, Mayor
City of Minot

03/25/2025

Date



ORGANIZATION INFORMATION

Applicant Organization Name City of Minot - Public Library	Project Name LED Lighting Retrofit	Date of Application 01/29/2025	
Address 516 2nd Avenue SW	City Minot	State ND	ZIP Code 58701
Primary Contact Kevin Sickler	Title Property	Fax	
E-mail kevin.sickler@minotnd.org	Telephone (701) 509-9608		
Individual Signing The Agreement Tom Ross	Title Mayor		
E-mail kevin.sickler@minotnd.org	Telephone (701) 509-9608		

BUDGET INFORMATION

Total Project Budget \$ 59,853.00	Amount Requested \$ 29,926.50
Proposed Start Date 03/03/2025	Project Duration 7-10 days

A 50% match is required for this program

Project Associated Expense	Estimated Cost
LED Lighting Material	29,740.00
Labor to Install	28,142.00
Lamp Recycling	1,971.00
Total	\$ 59,853.00

PROJECT DESCRIPTION

Describe your project in detail. Describe the building in your project, the changes to be made, and the year each was built.

Removal of outdated fluorescent lamps /ballasts and the installation of new Type B lamps.
Initial construction completed in 1966 and expansion in 1987

Describe the results you expect from your project.

Energy and maintenance savings of over 60%

Does your project involve retrofitting a building that's been placed on the National Historic Register or is 50 years old or older? **If yes, the State Historical Society must complete a Section 106 Clearance Form.*

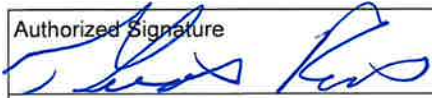


Yes



No

I, the undersigned authorized representative of the applicant, certify that to the best of my knowledge the information in the application is true and correct. I also certify that the applicant shall maintain accounting records in accordance with generally accepted governmental accounting principles and that the funds awarded will be included in those audits or financial statements. I further certify that the applicant represents a political subdivision within the State of North Dakota and will comply with all local, state and federal laws and regulations, including but not limited to the State Health Department's requirements for solid waste management and the EPA's Renovation, Repair and Painting Rule. I also certify that the applicant is in good financial standing and has no delinquencies on existing North Dakota State Government grants or loans.

Authorized Signature 	Name (Please Print) Tom Ross
Title Mayor	Date 01/29/2025

Submit a completed application and supporting documents to:

E-mail:
hayescameron@nd.gov

Mail:
North Dakota Department of Commerce
Department of Community Services
PO Box 2057
Bismarck, ND 58502-2057

If you have questions, please contact:

Cameron Hayes
ND Department of Commerce
Department of Community Services
Email: hayescameron@nd.gov
Phone: 701-328-6868

For Commerce Use Only			
Approved	☒	Amount of Grant \$29,926.5	Authorized Signature 
Denied	☐	Date 03/21/2025	

ENERGY SAVINGS ANALYSIS

NORTH DAKOTA DEPARTMENT OF COMMERCE
DIVISION OF COMMUNITY SERVICES
SFN 59261 (03/2024)

Directions: Please have your engineering firm, utility, vendor, energy auditor, etc. complete the form to verify energy savings. Note: Not all boxes may apply to your project. If you have questions about this form, please contact Kevin Iverson at 701-328-5385 or kciverson@nd.gov.

Utility Rate Information

Cost/Unit KW	Cost/Unit kWh	Cost/Unit Ntr. Gas	Cost/Unit Water	Other
	\$0.109			

Energy Savings

Energy Conservation Measure (ECM)	Annual Demand Savings (KW)	Annual Electric Savings (kWh)	Annual Fossil Fuel Savings (mmBtu)	Annual Water Savings (1,000 Gal.)
Replace inefficient lighting with LED		130152.38		
Total	0.00	130,152.38	0.00	0.00

Energy Cost Savings. Calculate by multiplying *Utility Rate Information* by *Energy Savings*.

Energy Conservation Measure(ECM)	Annual Demand Cost Savings (KW)	Annual Electric Cost (kWh)	Annual Fuel Cost Savings (mmBtu)	Annual Water Cost Savings	Total ECM Energy Cost Savings
Replace lighting with LED	\$	\$ 14186.61	\$	\$	\$ 14,186.61
	\$	\$	\$	\$	\$ 0.00
	\$	\$	\$	\$	\$ 0.00
Total	\$ 0.00	\$ 14,186.61	\$ 0.00	\$ 0.00	\$ 14,186.61
Total Project Energy Cost Savings					\$ 14,186.61

Payback. Provide the following information about and savings generated by this ECM.

Total Project Investment	Total Project Energy Cost Savings	Simple Payback Years
\$ 59,853.00	\$ 14,186.61	4

Describe the basis for the estimated savings generated by this ECM:

Replace fluorescent and incandescent lighting with new LED lighting saving on wattages and maintenance

Certification:

I, the undersigned representative of Otter Tail Power Co (Company), certify that to the best of my knowledge this information is true and correct.

Name (Please Print) Cory Kramer	Title Operations Manager / Engineer
Authorized Signature <i>Cory Kramer</i> PE # 11929	Date 02/15/2025

For Commerce Use Only		
Verified	☒	Authorized Signature <i>Kevin Iverson</i>
Date	03/21/2025	

Minot Public Library
516 2nd Ave SW
ND Dept of Commerce Energy Savings Analysis Worksheet

Existing Lamps Removed:

	<u>Watts</u>	<u>Kw</u>
(1,807) 4' T8 Fluorescent @ 32W	57824.00	57.824
(158) 2' T8 Fluorescent @ 17W	2686.00	2.686
(4) BR30 60W	240.00	0.240
(2) Can Lights 52W	104.00	0.104
	0.00	0.000
	0.00	0.000
Total Removed:	60854.00	60.854

	<u>Watts</u>	<u>Kw</u>
(1,807) 4' Type B T8 LED @ 10W	18070.00	18.070
(158) 2' Type B T8 LED @ 9W	1422.00	1.422
(4) BR30 LED Lamps @ 9W	36.00	0.036
(2) 8" LED Commercial Can Fxt @ 17W	34.00	0.034
0	0.00	0.000
0	0.00	0.000
Total Installed:	19562.00	19.562

Total Saved

	<u>Watts</u>	<u>Kw</u>
(total removed watts minus installed watts)	41292.00	41.292

Saved Annual KWh's:

130152.38

(total kilowatts saved multiplied by annual hours)

Kw Saved	Annual Hours
41.292	3152

Customer's Total Annual Savings

\$14,186.61

(saved annual KWh's multiplied by blended rate)

Saved Annual KWh's	Blended Rate
130152.38	\$0.109

Cost of Project

\$59,853.00

Simple Year(s) Return

(cost of project divided by annual savings)

4.22

Chad Carver
Energy Services Specialist
Ideal Energy



Multiple Systems Energy Estimator

Minot Public Library
Minot, ND

					Energy Rate (\$ per kWh)		0.109				
Existing Systems					Proposed System						
Existing Systems	Fixture count	Watts/Fixture	Hr burn per year	Energy \$ per yr.	Proposed Systems	Fixture count	Watts/Fixture	Hr burn per year	Energy \$ per yr.		
Flourescent T8	1807	32	3152	\$19,866	4' LED	1807	10	3152	\$6,208		
Flourescent T8	158	17	3152	\$923	2' LED	158	9	3152	\$489		
BR 30	4	60	3152	\$82	BR30 LED	4	9	3152	\$12		
can lights	2	52	3152	\$36	8" can LED	2	17	3152	\$12		
Energy used per yr. (Existing System)				\$20,907	Energy used per yr. (Proposed System)				\$6,721		
Electrical Load (kilo-watts) (Existing System)				60.9	Electrical Load (kilo-watts) (Proposed System)				19.6		
Potential Energy Savings per year					\$14,187		kilo-Watt load reduction			41.3	
Estimated total cost for complete upgrade					\$59,853					51 months	
Cost of Waiting (Cost of postponing the Lighting Upgrade)					\$1,182 per month		or		\$14,187 per year		
Environmental Impact of Lighting Upgrade Changing your lights can benefit the environment!											
Annual Carbon Dioxide emission reduction	200,435 lbs.	Coal burning avoided (EPA Nov. 2004)		93,661 lbs. Or	Equivalent acres of forest added		25 acres				
Annual Sulfur Dioxide emission reduction	787 lbs.			43 tons	Equivalent cars removed from road for a year		17 cars				
Annual Nitrogen Oxide (NO, NO2) reduction	386 lbs.	Atmospheric mercury contamination avoided		2,023 mg.	50% US Electric Power is from coal-burning power plants.						

Numbers used (based on EPA Energy Star Facts and Assumptions sheet, 2007)

Emission Factors: gases released per kWh of electricity generated (EPA 2007)		Carbon dioxide and mercury released per lb. of coal burned (EPA 2007) (can vary based on type of coal)		Annual carbon dioxide (lbs.) sequestration by forest and emission by cars (EPA 2007)	
lbs. of CO ₂ released	1.54	lbs. of CO ₂ generated	2.14	CO ₂ sequestration per acre	8066
lbs. of SO ₂ released	0.006	lbs. of mercury released	0.0216	CO ₂ emission per average car	11,470
lbs. of NO _x released	0.003	Click here to open EPA Energy Star Facts and Assumptions sheet, 2007.			

Customer: **Minot Public Library Minot, ND** 2/15/2025
Prepared by: **Bradley Nelson**

The Lighting Assistant is a tool offered by GE that examines the projected impact of lighting decisions. Neither this tool nor the analysis generated by this tool, in any way constitutes or implies either a warranty of lamp or ballast performance or a guarantee of the actual costs or savings that will be realized or the appropriateness of the solutions suggested. Kindly see and examine the Full Disclaimer; use of this tool constitutes your acceptance of the Full Disclaimer. Copyright © 2006 General Electric Company. All Rights Reserved.

SECTION 106 CLEARANCE**NORTH DAKOTA DEPARTMENT OF COMMERCE/DCS**

SFN 52654 (12/09)

THIS FORM MUST BE SUBMITTED TO THE SHPO FOR SECTION 106 DETERMINATIONS

Identify funding source for project(s): ND Department of Commerce grant funds and local school district funds

Project Description: (use attachment if necessary)

Conversion / retrofit of fluorescent lighting to LED lighting

Location: Rural Areas: Township _____, Range _____, Section _____, 1/4 Section _____

Cities - Street Address Minot Public Library - 516 2nd Avenue, Minot ND 58701

(Only if there is no street system, use lot, block and addition (never USPS Box #, Route #, etc.)

Attach Map: Plot APE on map (city map or USGS topographic map for rural areas): Attached: ☐ (check)**Areas Indirectly Affected:** Attached location and maps for affected areas outside APE, (i.e., borrow sources, disposal areas, relocation sites, facilities to be abandoned, etc.)**Year Built:** 1966 (use the oldest part of the building, do not give age as "50"+)**Requirements for buildings/structures 50+ years or if age unknown:****Digital or 35mm photos:** Take obliquely (showing front & side) of each building/structure. If rehabilitation is involved, send photo close-ups of affected areas such as windows or doors. Send actual photos, not photocopies. ☐ (check)**Historic Associations:** Describe associations between the property and any persons/events of historic significance. List references (local historian, centennial book, etc.)**Based on the information collected, the type of SHPO concurrence you are requesting (check one only):**

- ☒ No Historic Properties Affected
- ☐ No Adverse Effect (If rehab of historic properties will occur, review the Secretary of Interiors Standards for Rehabilitation of Historic Properties prior to developing a work plan. Note - For Historic Properties, a No Adverse Effect determination requires conforming with the Secretary of Interiors Standards.)
- ☐ Adverse determination Effect (A MOA will be prepared)

FOR SHPO USE ONLY:**No Historic Properties Affected**

The described undertaking will not affect any historic properties, per 36CFR800.4(d). If the project description changes, this recommendation is void.

Review and Compliance Coordinator

Lisa StecklerDigitally signed by Lisa Steckler
Date: 2025.02.10 11:19:42 -06'00'

for William D. Peterson, PhD, ND SHPO

Date 1/23/25

In Response Please Reference: SHPO# 25-5397

Additional Information: Send additional information relevant to the Section 106 determination. If the project involves properties listed on, or eligible for the National Register, additional information may be required.

Send form with all attachments to:

William D. Peterson, PhD
Attn: Review and Compliance
ND State Historic Preservation Office
612 E. Boulevard Ave.
Bismarck, ND 58505-0830**Form should be returned to:**

Kevin Sickler

Name

City of Minot / (701) 857-4142

Agency & Phone Number

516 2nd Avenue

Address

Minot, ND 58701

City, State, Zip

Signature

Date

5378-ECG25 Minot Public Library

Final Audit Report

2025-03-25

Created:	2025-03-24
By:	Emmalee Sorrels (ejsorrels@nd.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_XrJQR66DL17N7VEvKRKh39vUFH_m5no

"5378-ECG25 Minot Public Library" History

-  Document created by Emmalee Sorrels (ejsorrels@nd.gov)
2025-03-24 - 3:23:41 PM GMT- IP address: 165.234.252.245
-  Document emailed to mayor@minotnd.gov for signature
2025-03-24 - 3:24:21 PM GMT
-  Email viewed by mayor@minotnd.gov
2025-03-24 - 11:32:44 PM GMT- IP address: 174.199.98.63
-  Signer mayor@minotnd.gov entered name at signing as Thomas Ross
2025-03-25 - 1:47:30 PM GMT- IP address: 174.199.98.63
-  Document e-signed by Thomas Ross (mayor@minotnd.gov)
Signature Date: 2025-03-25 - 1:47:32 PM GMT - Time Source: server- IP address: 174.199.98.63
-  Document emailed to meffertz@nd.gov for signature
2025-03-25 - 1:47:34 PM GMT
-  Email viewed by meffertz@nd.gov
2025-03-25 - 1:49:27 PM GMT- IP address: 104.47.64.254
-  Signer meffertz@nd.gov entered name at signing as Maria Effertz
2025-03-25 - 1:49:49 PM GMT- IP address: 165.234.92.2
-  Document e-signed by Maria Effertz (meffertz@nd.gov)
Signature Date: 2025-03-25 - 1:49:51 PM GMT - Time Source: server- IP address: 165.234.92.2
-  Agreement completed.
2025-03-25 - 1:49:51 PM GMT

Energy Conservation Program Grant Agreement

Between: State of North Dakota, acting by and through (Grantor)
The Department of Commerce
1600 E. Century Avenue, Suite 2
PO Box 2057
Bismarck, ND 58502-2057

And: City of Minot – Rosehill Cemetery (Grantee)
700 11th Ave SE
Minot, ND 58701

Date: 2/14/2025

Grant Number: 5357-ECG25 Rosehill Cemetery

SECTION 1 LEGAL BASIS OF AWARD

Pursuant to North Dakota legislative action, the Grantor is authorized to enter into a Grant Agreement and to make an award, from funds received through the North Dakota Department of Commerce to the Grantee for the Energy Conservation Grant Program. The Grantor is willing to make the grant and the Grantee is willing to accept the grant on the terms and conditions of this Agreement. Accordingly, the parties hereby agree as follows:

SECTION 2 GRANT AWARD

The Grantee's Energy Conservation Grant Program Application has been approved for \$2,925.75 in program dollars with dollar-for-dollar matching funds of \$2,925.75. Funds will be used for removal of old fluorescent lamps/ballasts and the installation of new Type B lamps as shown in the approved application.

Grant activities must be completed in the approved grant period February 14, 2025 through June 30, 2025.

To request payment of Energy Conservation Grant Program funds, the Grantee must submit a reimbursement request to the Grantor with copies of paid invoices, receipts, or other documentation showing that the approved activity has been completed. The Energy Reimbursement Request is available at <https://www.communityservices.nd.gov/uploads/30/SFN59519EECBGReimbursementRequest.pdf>.

The Grantor will approve payment of energy conservation program funds, based on matching percentages, up to the amount of this award, with additional expenses the sole responsibility of the Grantee.



The Grantor reserves the right to request additional documentation to confirm the completion of the project. Payment of energy conservation grant funds will be held until additional information is received and any questions have been addressed.

The Grantee must submit all reimbursement requests to the Grantor by June 30, 2025. This Grant Agreement will expire on that date and any funds remaining unpaid will revert back to the Energy Conservation Grant Program.

SECTION 3

GRANTEE'S UNDERSTANDING OF TERM OF FUNDING

The Grantee understands that this grant is a one-time grant and acknowledges that it has been furnished no assurances that this grant may be extended for periods beyond its termination date.

Should no activity occur within three months of the funding of this agreement, the agreement may be terminated with grant funds returning to the energy conservation grant program to be made available to other applicants.

SECTION 4

GRANTEE ASSURANCES

This grant shall be construed according to the laws of the state of North Dakota. In connection with the furnishing of supplies or performance of work under this grant, persons who contract with or receive funds from the North Dakota Department of Commerce are obligated and agree to comply with all local, state and federal laws, regulations and executive orders related to the performance of this grant including but not limited to the following: Fair Labor Standards Act, Equal Pay Act of 1963, Titles VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the North Dakota Human Rights Act, the Drug Abuse Prevention Treatment and Rehabilitation Act of 1970, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Alcohol, Drug Abuse and Mental Health Administration Reorganization Act of 1992, the Pro-children Act of 1994, and the Drug-free Workplace Act of 1988.

The Grantee certifies by signing this grant that it is not presently debarred, declared ineligible or voluntarily excluded from participation in transactions with the State. Grantee must be an approved vendor with the Office of Management and Budget within the State of North Dakota as required by N.D.C.C. § 5444.409.

SECTION 5

AUTHORITY TO CONTRACT

Grantee may not contract for or on behalf of, or incur obligations on behalf of, Grantor.



SECTION 6 INDEPENDENT ENTITY

Grantee shall perform as an independent entity under this grant. Grantee, its employees, agents, or representatives are not employees of the Grantor for any purpose, including but not limited to the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the Federal Unemployment Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workers' Compensation Act. No part of this grant may be construed to represent the creation of an employer/employee relationship between Grantor and Grantee. Grantee will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Grantee's activities and responsibilities under this grant.

SECTION 7 AUDIT RESPONSIBILITY AND EXPENSE ALLOWABILITY

Grantee agrees to keep financial records necessary to fully disclose the complete financial status of the grant. Grantee must submit documentation supporting requests for reimbursement for review by Grantor or its agents, upon request. Financial records and other relevant documentation must be maintained for at least three years from the close of this grant.

The Grantee will immediately notify the Grantor of any credible evidence that a principal, employee, agent, contractor, subcontractor or other person has submitted a false claim in the course of this agreement.

SECTION 8 TERMINATION OF GRANT FOR CAUSE

The Grantor by written notice of default to the Grantee may terminate the whole or any part of this grant:

1. If the Grantee fails to provide services required by this grant within the time specified or any extension agreed to by the Grantor;
2. Or If the Grantee fails to perform any of the other provisions of this grant, or so fails to pursue the work as to endanger performance of this grant in accordance with its terms.

The rights and remedies of the Grantor provided in the above clause related to defaults by the Grantee are not exclusive and are in addition to any other rights and remedies provided by law or under this grant.

SECTION 9 TERMINATION FOR LACK OF FUNDING OR AUTHORITY

The Grantor may terminate this grant effective upon delivery of written notice to the Grantee, or on any later date stated in the notice, under any of the following conditions:

1. If funding from state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. The grant may be modified by mutual consent of the parties in writing to accommodate a reduction in funds.
2. If state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this grant or are no longer eligible for the funding proposed for payments authorized by this grant.



3. If any license, permit or certificate required by law or rule, or by the terms of this grant, is for any reason denied, revoked, suspended or not renewed.
4. Termination of this grant under this section is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

SECTION 10 INDEMNITY

The Grantor and the Grantee each agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorneys' fees which may in any manner result from or arise out of this agreement.

SECTION 11 INSURANCE

Grantee shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverage:

1. Commercial general liability, including premises or operations, contractual, and products or completed operations coverage (if applicable), with minimum liability limits of \$250,000 per person and \$500,000 per occurrence.
2. Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$500,000 per occurrence.
3. Workers compensation coverage meeting all statutory requirements. The insurance coverage listed above must meet the following additional requirements:
 1. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Grantee. The amount of any deductible or self retention is subject to approval by the State.
 2. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.
 3. The insurance required in this agreement, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State representative.
 4. The Grantee shall furnish a certificate of insurance to the undersigned State representative upon request.
 5. Failure to provide insurance as required in this agreement is a material breach of contract entitling State to terminate this agreement immediately.



SECTION 12 INTEGRATION, MODIFICATION, AND SEVERABILITY

This grant constitutes the entire grant between the Grantee and the Grantor. No alteration, amendment, or modification of this grant shall be effective unless it is reduced to writing, signed by the parties and attached hereto. If any term of this grant is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the grant does not contain the illegal or unenforceable term.

SECTION 13 COLLATERAL CONTRACTS

Where there exists any inconsistency between this grant and other provisions of collateral contractual agreements that are made a part of this grant by reference or otherwise, the provisions of this grant shall control.

SECTION 14 APPLICABLE LAW

This grant is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this grant must be brought in the District Court of Burleigh County, North Dakota.

SECTION 15 COMPLIANCE WITH PUBLIC RECORDS LAWS

Grantee understands that the Grantor must disclose to the public upon request any records it receives from Grantee. Grantee further understands that any records which are obtained or generated by the Grantee under this grant may, under certain circumstances, be open to the public upon request under the North Dakota open records law. Grantee agrees to contact the Grantor immediately upon receiving a request for information under the open records law and to comply with the Grantor's instructions on how to respond to the request.

SECTION 16 ATTORNEY FEES

The Grantor and the Grantee each agree to assume responsibility for its own attorneys' fee which may in any manner result from or arise out of this agreement.



SECTION 17

ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

The Grantor does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. The Grantor does not waive any right to a jury trial.

SECTION 18

NECESSARY LICENSING/PERMITS

The Grantee is responsible for obtaining any necessary licenses and/or permits and for complying with applicable federal, state and municipal laws, codes, and regulations in connection with the execution of the work hereunder. The Grantee will take proper safety and health precautions to protect the workers, the public, the environment and the property.

Furthermore, the Grantee is required to employ appropriately licensed individuals on projects involving electrical, plumbing, boiler and sprinkler work in accordance with state laws and regulations. If hiring contractors to complete approved project activities, the contractors must be licensed through the State of North Dakota as required in Century Code 43-07-02. The Grantor will only reimburse payments to licensed contractors.

SECTION 19

REQUIREMENTS OF THE GRANTEE

- The Grantee understands that the Grantor may conduct site visits and file reviews to assure compliance with the terms and conditions of this agreement and will review technical performance after project completion to ensure that the agreement objectives have been accomplished.
- The Grantor reserves the right to request follow up energy records to review energy records to confirm energy savings.
- The Grantee must follow its own procurement policies when securing contractors and/or equipment.
- The Grantee is required to adhere to the North Dakota Department of Environmental Quality requirements for solid waste management and EPA's Renovation, Repair and Painting Rules.

SECTION 20

OTHER ARTICLES OF THE GRANT AGREEMENT

- The Grantee will be the sole owner of equipment and/or other approved purchases under this Grant Agreement and accepts sole responsibility of any further costs or liabilities associated with such equipment/purchases.
- The Grantee has completed the Section 106 Clearance Form with its application and will adhere to the requirements of the National Historic Preservation Act as it pertains to this



project.

- The Grantor shall not be responsible for any obligation to the Grantee for (1) decontamination and/or decommissioning (D&D) of any of the Grantee's facilities, or (2) any costs which may be incurred by the Grantee in connection with the D&D of any of its facilities due to the performance of the work performed under this agreement, whether said work was performed prior to or subsequent to the effective date of this agreement.
- The Grantor shall not be liable to or indemnify any third party with respect to any claim, debt, damage or demand arising during the implementation of this Grant Agreement and which may be made against the Grantor.
- The Grantor shall not accept liability for compensation for the death, disability or other hazards which may be suffered by the employees and/or clients of the Grantee as a result of their activities associated with the subject matter of this Grant Agreement.
- The Grantor shall not be liable for any expenditure incurred in excess of its contribution as specified in this Grant Agreement.
- The Grantee shall notify the Grantor immediately upon discovery of any financial and/or operational irregularities in connection with this grant award, and submit a written report as directed by the Grantor of the known details of the irregularities.

SECTION 21 SIGNATURES

The Grantor and Grantee shall each receive one signed copy of the Grant Agreement, which will serve as official documents in all legal and literal interpretations.

Grantor:

Maria Effertz
[Maria Effertz \(Feb 19, 2025 13:52 CST\)](#)
Maria Effertz, Director
Division of Community Services

02/19/2025

Date

Grantee:

Thomas Ross
[Thomas Ross \(Feb 19, 2025 13:50 CST\)](#)
Tom Ross - Mayor
City of Minot

02/19/2025

Date





ENERGY CONSERVATION GRANT APPLICATION
 NORTH DAKOTA DEPARTMENT OF COMMERCE
 DIVISION OF COMMUNITY SERVICES
 SFN 59236 (05-2024)

ORGANIZATION INFORMATION

Applicant Organization Name City of Minot - Rosehill Cemetary	Project Name LED Lighting Retrofit	Date of Application 01/29/2025	
Address 700 11th Avenue SE	City Minot	State ND	ZIP Code 58701
Primary Contact Kevin Sickler	Title Building Maintenance Superintendent	Fax	
E-mail kevin.sickler@minotnd.org	Telephone (701) 509-9608		
Individual Signing The Agreement Tom Ross	Title Mayor		
E-mail kevin.sickler@minotnd.org	Telephone (701) 509-9608		

BUDGET INFORMATION

Total Project Budget \$ 5,851.50	Amount Requested \$ 2,925.75
Proposed Start Date 03/13/2025	Project Duration 1-2 days

A 50% match is required for this program

Project Associated Expense	Estimated Cost
LED Lighting Material	3,225.00
Labor to Install	2,350.00
Lamp Recycling	276.50
Total	\$ 5,851.50

PROJECT DESCRIPTION

Describe your project in detail. Describe the building in your project, the **changes to be made**, and the **year** each was built.

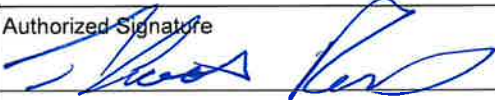
Removal of outdated fluorescent lamps /ballasts and the installation of new Type B lamps.
Built in 1988

Describe the results you expect from your project.

Energy and maintenance savings of over 60%

Does your project involve retrofitting a building that's been placed on the National Historic Register or is 50 years old or older? <i>*If yes, the State Historical Society must complete a Section 106 Clearance Form.</i>	☐ Yes	☒ No
--	------------------------------	--

I, the undersigned authorized representative of the applicant, certify that to the best of my knowledge the information in the application is true and correct. I also certify that the applicant shall maintain accounting records in accordance with generally accepted governmental accounting principles and that the funds awarded will be included in those audits or financial statements. I further certify that the applicant represents a political subdivision within the State of North Dakota and will comply with all local, state and federal laws and regulations, including but not limited to the State Health Department's requirements for solid waste management and the EPA's Renovation, Repair and Painting Rule. I also certify that the applicant is in good financial standing and has no delinquencies on existing North Dakota State Government grants or loans.

Authorized Signature 	Name (Please Print) Tom Ross
Title Mayor	Date 01/29/2025

Submit a completed application and supporting documents to:

E-mail:

hayescameron@nd.gov

Mail:

North Dakota Department of Commerce
Department of Community Services
PO Box 2057
Bismarck, ND 58502-2057

If you have questions, please contact:

Cameron Hayes
ND Department of Commerce
Department of Community Services
Email: hayescameron@nd.gov
Phone: 701-328-6868

For Commerce Use Only			
Approved	☒	Amount of Grant \$2,925.75	Authorized Signature 
Denied	☐	Date 02/12/2025	

ENERGY SAVINGS ANALYSIS

NORTH DAKOTA DEPARTMENT OF COMMERCE
DIVISION OF COMMUNITY SERVICES
SFN 59261 (03/2024)

Directions: Please have your engineering firm, utility, vendor, energy auditor, etc. complete the form to verify energy savings. Note: Not all boxes may apply to your project. If you have questions about this form, please contact Kevin Iverson at 701-328-5385 or kciverson@nd.gov.

Utility Rate Information

Cost/Unit KW	Cost/Unit kWh	Cost/Unit Ntr. Gas	Cost/Unit Water	Other
	.133 Blended			

Energy Savings

Energy Conservation Measure (ECM)	Annual Demand Savings (KW)	Annual Electric Savings (kWh)	Annual Fossil Fuel Savings (mmBtu)	Annual Water Savings (1,000 Gal.)
See Worksheet		9464		
Total	0.00	9,464.00	0.00	0.00

Energy Cost Savings. Calculate by multiplying **Utility Rate Information** by **Energy Savings**.

Energy Conservation Measure(ECM)	Annual Demand Cost Savings (KW)	Annual Electric Cost (kWh)	Annual Fuel Cost Savings (mmBtu)	Annual Water Cost Savings	Total ECM Energy Cost Savings
See Worksheet	\$	\$ 1258.71	\$	\$	\$ 1,258.71
	\$	\$	\$	\$	\$ 0.00
	\$	\$	\$	\$	\$ 0.00
Total	\$ 0.00	\$ 1,258.71	\$ 0.00	\$ 0.00	\$ 1,258.71
Total Project Energy Cost Savings					\$ 1,258.71

Payback. Provide the following information about and savings generated by this ECM.

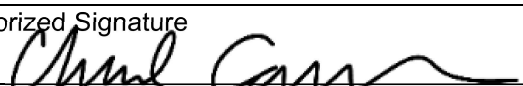
Total Project Investment	Total Project Energy Cost Savings	Simple Payback Years
\$ 3,279.00	\$ 1,258.71	3

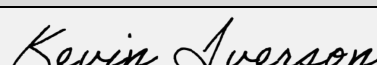
Describe the basis for the estimated savings generated by this ECM:

*****SEE ATTACHED WORKSHEET*****

Certification:

I, the undersigned representative of Ideal Energy, LLC (Company), certify that to the best of my knowledge this information is true and correct.

Name (Please Print) Chad W Carver	Title Energy Services Specialist
Authorized Signature 	Date 02/10/2025

For Commerce Use Only		
Verified	☒	Authorized Signature
Date	02/12/2025	

Rosehill Cemetary Bld
700 11th Ave SE 58701
ND Dept of Commerce Energy Savings Analysis Worksheet

Existing Lamps Removed:

	<u>Watts</u>	<u>Kw</u>
(122) 4' T12 Fluorescent 36W	4392.00	4.392
(9) HID Wall Packs @ 70W	630.00	0.630
	0.00	0.000
	0.00	0.000
	0.00	0.000
0	0.00	0.000
Total Removed:	5022.00	5.022

	<u>Watts</u>	<u>Kw</u>
(108) 4' Type B Led Tubes @ 12W	1296.00	1.296
(14) 4' Type B LED Tubes @ 8W	112.00	0.112
(9) LED Wall Packs W/Photo Eye @ 26W	234.00	0.234
0	0.00	0.000
0	0.00	0.000
0	0.00	0.000
Total Installed:	1642.00	1.642

<u>Total Saved</u>	<u>Watts</u>	<u>Kw</u>
(total removed watts minus installed watts)	3380.00	3.380

<u>Saved Annual KWh's:</u>	(total kilowatts saved multiplied by annual hours)	
9464.00	Kw Saved	Annual Hours
	3.380	2800

<u>Customer's Total Annual Savings</u>	(saved annual KWh's multiplied by blended rate)	
\$1,258.71	Saved Annual KWh's	Blended Rate
	9464.00	\$0.133

<u>Cost of Project</u>	<u>Simple Year(s) Return</u>
\$3,279.00	(cost of project divided by annual savings)
	2.61

Chad Carver
Energy Services Specialist
Ideal Energy

5357-ECG25 Minot - Rosehill Cemetery

Final Audit Report

2025-02-19

Created:	2025-02-15
By:	Emmalee Sorrels (ejsorrels@nd.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQhxpSXyoLVzzTekYxUJ7LDftpOZa8ZXU

"5357-ECG25 Minot - Rosehill Cemetery" History

-  Document created by Emmalee Sorrels (ejsorrels@nd.gov)
2025-02-15 - 0:55:34 AM GMT- IP address: 165.234.252.245
-  Document emailed to mayor@minotnd.gov for signature
2025-02-15 - 0:56:12 AM GMT
-  Email viewed by mayor@minotnd.gov
2025-02-19 - 7:49:48 PM GMT- IP address: 174.199.34.182
-  Signer mayor@minotnd.gov entered name at signing as Thomas Ross
2025-02-19 - 7:50:21 PM GMT- IP address: 174.199.34.182
-  Document e-signed by Thomas Ross (mayor@minotnd.gov)
Signature Date: 2025-02-19 - 7:50:23 PM GMT - Time Source: server- IP address: 174.199.34.182
-  Document emailed to meffertz@nd.gov for signature
2025-02-19 - 7:50:27 PM GMT
-  Email viewed by meffertz@nd.gov
2025-02-19 - 7:52:21 PM GMT- IP address: 104.47.65.254
-  Signer meffertz@nd.gov entered name at signing as Maria Effertz
2025-02-19 - 7:52:43 PM GMT- IP address: 74.207.139.29
-  Document e-signed by Maria Effertz (meffertz@nd.gov)
Signature Date: 2025-02-19 - 7:52:45 PM GMT - Time Source: server- IP address: 74.207.139.29
-  Agreement completed.
2025-02-19 - 7:52:45 PM GMT

Energy Conservation Program Grant Agreement

Between: State of North Dakota, acting by and through (Grantor)
The Department of Commerce
1600 E. Century Avenue, Suite 2
PO Box 2057
Bismarck, ND 58502-2057

And: City of Minot – Fire Station #2 (Grantee)
205 3rd St NE
Minot, ND 58701

Date: 2/14/2025

Grant Number: 5358-ECG25 Minot - Fire Station #2

SECTION 1 LEGAL BASIS OF AWARD

Pursuant to North Dakota legislative action, the Grantor is authorized to enter into a Grant Agreement and to make an award, from funds received through the North Dakota Department of Commerce to the Grantee for the Energy Conservation Grant Program. The Grantor is willing to make the grant and the Grantee is willing to accept the grant on the terms and conditions of this Agreement. Accordingly, the parties hereby agree as follows:

SECTION 2 GRANT AWARD

The Grantee's Energy Conservation Grant Program Application has been approved for \$1,668.75 in program dollars with dollar-for-dollar matching funds of \$1,668.75. Funds will be used for removal of old fluorescent lamps/ballasts and the installation of new Type B lamps as shown in the approved application.

Grant activities must be completed in the approved grant period February 14, 2025 through June 30, 2025.

To request payment of Energy Conservation Grant Program funds, the Grantee must submit a reimbursement request to the Grantor with copies of paid invoices, receipts, or other documentation showing that the approved activity has been completed. The Energy Reimbursement Request is available at <https://www.communityservices.nd.gov/uploads/30/SFN59519EECBGReimbursementRequest.pdf>.

The Grantor will approve payment of energy conservation program funds, based on matching percentages, up to the amount of this award, with additional expenses the sole responsibility of the Grantee.



The Grantor reserves the right to request additional documentation to confirm the completion of the project. Payment of energy conservation grant funds will be held until additional information is received and any questions have been addressed.

The Grantee must submit all reimbursement requests to the Grantor by June 30, 2025. This Grant Agreement will expire on that date and any funds remaining unpaid will revert back to the Energy Conservation Grant Program.

SECTION 3

GRANTEE'S UNDERSTANDING OF TERM OF FUNDING

The Grantee understands that this grant is a one-time grant and acknowledges that it has been furnished no assurances that this grant may be extended for periods beyond its termination date.

Should no activity occur within three months of the funding of this agreement, the agreement may be terminated with grant funds returning to the energy conservation grant program to be made available to other applicants.

SECTION 4

GRANTEE ASSURANCES

This grant shall be construed according to the laws of the state of North Dakota. In connection with the furnishing of supplies or performance of work under this grant, persons who contract with or receive funds from the North Dakota Department of Commerce are obligated and agree to comply with all local, state and federal laws, regulations and executive orders related to the performance of this grant including but not limited to the following: Fair Labor Standards Act, Equal Pay Act of 1963, Titles VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the North Dakota Human Rights Act, the Drug Abuse Prevention Treatment and Rehabilitation Act of 1970, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Alcohol, Drug Abuse and Mental Health Administration Reorganization Act of 1992, the Pro-children Act of 1994, and the Drug-free Workplace Act of 1988.

The Grantee certifies by signing this grant that it is not presently debarred, declared ineligible or voluntarily excluded from participation in transactions with the State. Grantee must be an approved vendor with the Office of Management and Budget within the State of North Dakota as required by N.D.C.C. § 5444.409.

SECTION 5

AUTHORITY TO CONTRACT

Grantee may not contract for or on behalf of, or incur obligations on behalf of, Grantor.



SECTION 6 INDEPENDENT ENTITY

Grantee shall perform as an independent entity under this grant. Grantee, its employees, agents, or representatives are not employees of the Grantor for any purpose, including but not limited to the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the Federal Unemployment Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workers' Compensation Act. No part of this grant may be construed to represent the creation of an employer/employee relationship between Grantor and Grantee. Grantee will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Grantee's activities and responsibilities under this grant.

SECTION 7 AUDIT RESPONSIBILITY AND EXPENSE ALLOWABILITY

Grantee agrees to keep financial records necessary to fully disclose the complete financial status of the grant. Grantee must submit documentation supporting requests for reimbursement for review by Grantor or its agents, upon request. Financial records and other relevant documentation must be maintained for at least three years from the close of this grant.

The Grantee will immediately notify the Grantor of any credible evidence that a principal, employee, agent, contractor, subcontractor or other person has submitted a false claim in the course of this agreement.

SECTION 8 TERMINATION OF GRANT FOR CAUSE

The Grantor by written notice of default to the Grantee may terminate the whole or any part of this grant:

1. If the Grantee fails to provide services required by this grant within the time specified or any extension agreed to by the Grantor;
2. Or If the Grantee fails to perform any of the other provisions of this grant, or so fails to pursue the work as to endanger performance of this grant in accordance with its terms.

The rights and remedies of the Grantor provided in the above clause related to defaults by the Grantee are not exclusive and are in addition to any other rights and remedies provided by law or under this grant.

SECTION 9 TERMINATION FOR LACK OF FUNDING OR AUTHORITY

The Grantor may terminate this grant effective upon delivery of written notice to the Grantee, or on any later date stated in the notice, under any of the following conditions:

1. If funding from state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. The grant may be modified by mutual consent of the parties in writing to accommodate a reduction in funds.
2. If state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this grant or are no longer eligible for the funding proposed for payments authorized by this grant.



3. If any license, permit or certificate required by law or rule, or by the terms of this grant, is for any reason denied, revoked, suspended or not renewed.
4. Termination of this grant under this section is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

SECTION 10 INDEMNITY

The Grantor and the Grantee each agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorneys' fees which may in any manner result from or arise out of this agreement.

SECTION 11 INSURANCE

Grantee shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverage:

1. Commercial general liability, including premises or operations, contractual, and products or completed operations coverage (if applicable), with minimum liability limits of \$250,000 per person and \$500,000 per occurrence.
2. Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$500,000 per occurrence.
3. Workers compensation coverage meeting all statutory requirements. The insurance coverage listed above must meet the following additional requirements:
 1. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Grantee. The amount of any deductible or self retention is subject to approval by the State.
 2. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.
 3. The insurance required in this agreement, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State representative.
 4. The Grantee shall furnish a certificate of insurance to the undersigned State representative upon request.
 5. Failure to provide insurance as required in this agreement is a material breach of contract entitling State to terminate this agreement immediately.



SECTION 12 INTEGRATION, MODIFICATION, AND SEVERABILITY

This grant constitutes the entire grant between the Grantee and the Grantor. No alteration, amendment, or modification of this grant shall be effective unless it is reduced to writing, signed by the parties and attached hereto. If any term of this grant is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the grant does not contain the illegal or unenforceable term.

SECTION 13 COLLATERAL CONTRACTS

Where there exists any inconsistency between this grant and other provisions of collateral contractual agreements that are made a part of this grant by reference or otherwise, the provisions of this grant shall control.

SECTION 14 APPLICABLE LAW

This grant is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this grant must be brought in the District Court of Burleigh County, North Dakota.

SECTION 15 COMPLIANCE WITH PUBLIC RECORDS LAWS

Grantee understands that the Grantor must disclose to the public upon request any records it receives from Grantee. Grantee further understands that any records which are obtained or generated by the Grantee under this grant may, under certain circumstances, be open to the public upon request under the North Dakota open records law. Grantee agrees to contact the Grantor immediately upon receiving a request for information under the open records law and to comply with the Grantor's instructions on how to respond to the request.

SECTION 16 ATTORNEY FEES

The Grantor and the Grantee each agree to assume responsibility for its own attorneys' fee which may in any manner result from or arise out of this agreement.



SECTION 17

ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

The Grantor does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. The Grantor does not waive any right to a jury trial.

SECTION 18

NECESSARY LICENSING/PERMITS

The Grantee is responsible for obtaining any necessary licenses and/or permits and for complying with applicable federal, state and municipal laws, codes, and regulations in connection with the execution of the work hereunder. The Grantee will take proper safety and health precautions to protect the workers, the public, the environment and the property.

Furthermore, the Grantee is required to employ appropriately licensed individuals on projects involving electrical, plumbing, boiler and sprinkler work in accordance with state laws and regulations. If hiring contractors to complete approved project activities, the contractors must be licensed through the State of North Dakota as required in Century Code 43-07-02. The Grantor will only reimburse payments to licensed contractors.

SECTION 19

REQUIREMENTS OF THE GRANTEE

- The Grantee understands that the Grantor may conduct site visits and file reviews to assure compliance with the terms and conditions of this agreement and will review technical performance after project completion to ensure that the agreement objectives have been accomplished.
- The Grantor reserves the right to request follow up energy records to review energy records to confirm energy savings.
- The Grantee must follow its own procurement policies when securing contractors and/or equipment.
- The Grantee is required to adhere to the North Dakota Department of Environmental Quality requirements for solid waste management and EPA's Renovation, Repair and Painting Rules.

SECTION 20

OTHER ARTICLES OF THE GRANT AGREEMENT

- The Grantee will be the sole owner of equipment and/or other approved purchases under this Grant Agreement and accepts sole responsibility of any further costs or liabilities associated with such equipment/purchases.
- The Grantee has completed the Section 106 Clearance Form with its application and will adhere to the requirements of the National Historic Preservation Act as it pertains to this



project.

- The Grantor shall not be responsible for any obligation to the Grantee for (1) decontamination and/or decommissioning (D&D) of any of the Grantee's facilities, or (2) any costs which may be incurred by the Grantee in connection with the D&D of any of its facilities due to the performance of the work performed under this agreement, whether said work was performed prior to or subsequent to the effective date of this agreement.
- The Grantor shall not be liable to or indemnify any third party with respect to any claim, debt, damage or demand arising during the implementation of this Grant Agreement and which may be made against the Grantor.
- The Grantor shall not accept liability for compensation for the death, disability or other hazards which may be suffered by the employees and/or clients of the Grantee as a result of their activities associated with the subject matter of this Grant Agreement.
- The Grantor shall not be liable for any expenditure incurred in excess of its contribution as specified in this Grant Agreement.
- The Grantee shall notify the Grantor immediately upon discovery of any financial and/or operational irregularities in connection with this grant award, and submit a written report as directed by the Grantor of the known details of the irregularities.

SECTION 21 SIGNATURES

The Grantor and Grantee shall each receive one signed copy of the Grant Agreement, which will serve as official documents in all legal and literal interpretations.

Grantor:

Maria Effertz
[Maria Effertz \(Feb 15, 2025 09:08 CST\)](#)
Maria Effertz, Director
Division of Community Services

02/15/2025

Date

Grantee:

Thomas Ross
[Thomas Ross \(Feb 15, 2025 08:38 CST\)](#)
Tom Ross - Mayor
City of Minot

02/15/2025

Date



ORGANIZATION INFORMATION

Applicant Organization Name City of Minot - Fire Station #2	Project Name LED Lighting Retrofit	Date of Application 01/29/2025	
Address 205 3rd Street NE	City Minot	State ND	ZIP Code 58701
Primary Contact Kevin Sickler	Title Building Maintenance Superintendent		Fax
E-mail kevin.sickler@minotnd.org	Telephone (701) 509-9608		
Individual Signing The Agreement Tom Ross	Title Mayor		
E-mail kevin.sickler@minotnd.org	Telephone (701) 509-9608		

BUDGET INFORMATION

Total Project Budget \$ 3,337.50	Amount Requested \$ 1,668.75
Proposed Start Date 03/14/2025	Project Duration 1 day

A 50% match is required for this program

Project Associated Expense	Estimated Cost
LED Lighting Material	2,093.50
Labor to Install	1,188.00
Lamp Recycling	56.00
Total	\$ 3,337.50

PROJECT DESCRIPTION

Describe your project in detail. Describe the building in your project, the **changes to be made**, and the **year** each was built.

Removal of outdated fluorescent lamps /ballasts and the installation of new Type B lamps.
Built in 1964

Describe the results you expect from your project.

Energy and maintenance savings of over 60%

Does your project involve retrofitting a building that's been placed on the National Historic Register or is 50 years old or older? **If yes, the State Historical Society must complete a Section 106 Clearance Form.*



Yes



No

I, the undersigned authorized representative of the applicant, certify that to the best of my knowledge the information in the application is true and correct. I also certify that the applicant shall maintain accounting records in accordance with generally accepted governmental accounting principles and that the funds awarded will be included in those audits or financial statements. I further certify that the applicant represents a political subdivision within the State of North Dakota and will comply with all local, state and federal laws and regulations, including but not limited to the State Health Department's requirements for solid waste management and the EPA's Renovation, Repair and Painting Rule. I also certify that the applicant is in good financial standing and has no delinquencies on existing North Dakota State Government grants or loans.

Authorized Signature 	Name (Please Print) Tom Ross
Title Mayor	Date 01/29/2025

Submit a completed application and supporting documents to:

E-mail:

hayescameron@nd.gov

Mail:

North Dakota Department of Commerce

Department of Community Services

PO Box 2057

Bismarck, ND 58502-2057

If you have questions, please contact:

Cameron Hayes

ND Department of Commerce

Department of Community Services

Email: hayescameron@nd.gov

Phone: 701-328-6868

For Commerce Use Only			
Approved	☒	Amount of Grant \$1,668.75	Authorized Signature 
Denied	☐	Date 02/12/2025	

ENERGY SAVINGS ANALYSIS

NORTH DAKOTA DEPARTMENT OF COMMERCE
DIVISION OF COMMUNITY SERVICES
SFN 59261 (03/2024)

Directions: Please have your engineering firm, utility, vendor, energy auditor, etc. complete the form to verify energy savings. Note: Not all boxes may apply to your project. If you have questions about this form, please contact Kevin Iverson at 701-328-5385 or kciverson@nd.gov.

Utility Rate Information

Cost/Unit KW	Cost/Unit kWh	Cost/Unit Ntr. Gas	Cost/Unit Water	Other
	.108 - Blended			

Energy Savings

Energy Conservation Measure (ECM)	Annual Demand Savings (KW)	Annual Electric Savings (kWh)	Annual Fossil Fuel Savings (mmBtu)	Annual Water Savings (1,000 Gal.)
Remove Fluorescent Lamps - Replace with LED Lamps and Fixtures - See Worksheet		7180.99		
Total	0.00	7,180.99	0.00	0.00

Energy Cost Savings. Calculate by multiplying **Utility Rate Information** by **Energy Savings**.

Energy Conservation Measure(ECM)	Annual Demand Cost Savings (KW)	Annual Electric Cost (kWh)	Annual Fuel Cost Savings (mmBtu)	Annual Water Cost Savings	Total ECM Energy Cost Savings
See Worksheet	\$	\$ 775.55	\$	\$	\$ 775.55
	\$	\$	\$	\$	\$ 0.00
	\$	\$	\$	\$	\$ 0.00
Total	\$ 0.00	\$ 775.55	\$ 0.00	\$ 0.00	\$ 775.55
Total Project Energy Cost Savings					\$ 775.55

Payback. Provide the following information about and savings generated by this ECM.

Total Project Investment	Total Project Energy Cost Savings	Simple Payback Years
\$ 3,337.50	\$ 775.55	4

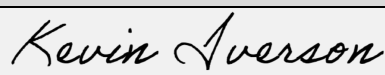
Describe the basis for the estimated savings generated by this ECM:

*****SEE ATTACHED WORKSHEET*****

Certification:

I, the undersigned representative of Ideal Energy, LLC (Company), certify that to the best of my knowledge this information is true and correct.

Name (Please Print) Chad W Carver	Title Energy Services Specialist
Authorized Signature 	Date 02/10/2025

For Commerce Use Only		
Verified	☒	Authorized Signature
Date	02/12/2025	

Firestation #2
201 3rd St, Minot, ND
ND Dept of Commerce Energy Savings Analysis Worksheet

Existing Lamps Removed:

	<u>Watts</u>	<u>Kw</u>
(68) 4' T8 Fluorescent at 32W	2176.00	2.176
(2) 8' T8 Fluorescent at 59W	118.00	0.118
	0.00	0.000
	0.00	0.000
	0.00	0.000
0	0.00	0.000
Total Removed:	2294.00	2.294

	<u>Watts</u>	<u>Kw</u>
(16) 2x4 LED Flat Panels @ 20W	320.00	0.320
(33) 4' T8 LED Type B @ 10W	330.00	0.330
0	0.00	0.000
0	0.00	0.000
0	0.00	0.000
0	0.00	0.000
Total Installed:	650.00	0.650

<u>Total Saved</u>	<u>Watts</u>	<u>Kw</u>
(total removed watts minus installed watts)	1644.00	1.644

<u>Saved Annual KWh's:</u>	(total kilowatts saved multiplied by annual hours)	
7180.99	Kw Saved	Annual Hours
	1.644	4368

<u>Customer's Total Annual Savings</u>	(saved annual KWh's multiplied by blended rate)	
\$775.55	Saved Annual KWh's	Blended Rate
	7180.99	\$0.108

<u>Cost of Project</u>	<u>Simple Year(s) Return</u>
\$3,337.50	(cost of project divided by annual savings)
	4.30

Chad Carver
Energy Services Specialist
Ideal Energy

SECTION 106 CLEARANCE**NORTH DAKOTA DEPARTMENT OF COMMERCE/DCS**

SFN 52654 (12/09)

THIS FORM MUST BE SUBMITTED TO THE SHPO FOR SECTION 106 DETERMINATIONS

Identify funding source for project(s): ND Department of Commerce grant funds and local school district funds

Project Description: (use attachment if necessary)

Conversion / retrofit of fluorescent lighting to LED lighting

Location: Rural Areas: Township _____, Range _____, Section _____, 1/4 Section _____

Cities - Street Address Minot Fire Station #2 - 205 3rd Street NE, Minot ND 58701

(Only if there is no street system, use lot, block and addition (never USPS Box #, Route #, etc.)

Attach Map: Plot APE on map (city map or USGS topographic map for rural areas): Attached: ☐ (check)**Areas Indirectly Affected:** Attached location and maps for affected areas outside APE, (i.e., borrow sources, disposal areas, relocation sites, facilities to be abandoned, etc.)**Year Built:** 1962 (use the oldest part of the building, do not give age as "50"+)**Requirements for buildings/structures 50+ years or if age unknown:****Digital or 35mm photos:** Take obliquely (showing front & side) of each building/structure. If rehabilitation is involved, send photo close-ups of affected areas such as windows or doors. Send actual photos, not photocopies. ☐ (check)**Historic Associations:** Describe associations between the property and any persons/events of historic significance. List references (local historian, centennial book, etc.)**Based on the information collected, the type of SHPO concurrence you are requesting (check one only):**

- ☒ No Historic Properties Affected
- ☐ No Adverse Effect (If rehab of historic properties will occur, review the Secretary of Interiors Standards for Rehabilitation of Historic Properties prior to developing a work plan. Note - For Historic Properties, a No Adverse Effect determination requires conforming with the Secretary of Interiors Standards.)
- ☐ Adverse determination Effect (A MOA will be prepared)

FOR SHPO USE ONLY:**No Historic Properties Affected**

The described undertaking will not affect any historic properties, per 36CFR800.4(d). If the project description changes, this recommendation is void.

Review and Compliance Coordinator Lisa Steckler Digitally signed by Lisa Steckler
Date: 2025.02.10 11:17:59 -06'00' for William D. Peterson, PhD, ND SHPODate 1/23/25In Response Please Reference: SHPO# 25-5401**Additional Information:** Send additional information relevant to the Section 106 determination. If the project involves properties listed on, or eligible for the National Register, additional information may be required.

Send form with all attachments to:

William D. Peterson, PhD
Attn: Review and Compliance
ND State Historic Preservation Office
612 E. Boulevard Ave.
Bismarck, ND 58505-0830**Form should be returned to:**

Kevin Sickler

Name

City of Minot / (701) 857-4142

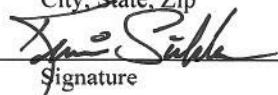
Agency & Phone Number

205 3rd Street NE

Address

Minot, ND 58701

City, State, Zip


Signature2/7/25
Date

5358-ECG25 Minot - Fire Station#2

Final Audit Report

2025-02-15

Created:	2025-02-15
By:	Emmalee Sorrels (ejsorrels@nd.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMbSF6gnVXK7Pwe1iPCu_MSeq1r4rDFF7

"5358-ECG25 Minot - Fire Station#2" History

-  Document created by Emmalee Sorrels (ejsorrels@nd.gov)
2025-02-15 - 0:57:09 AM GMT- IP address: 165.234.252.245
-  Document emailed to mayor@minotnd.gov for signature
2025-02-15 - 0:57:46 AM GMT
-  Email viewed by mayor@minotnd.gov
2025-02-15 - 2:37:47 PM GMT- IP address: 136.227.64.158
-  Signer mayor@minotnd.gov entered name at signing as Thomas Ross
2025-02-15 - 2:38:21 PM GMT- IP address: 136.227.64.158
-  Document e-signed by Thomas Ross (mayor@minotnd.gov)
Signature Date: 2025-02-15 - 2:38:23 PM GMT - Time Source: server- IP address: 136.227.64.158
-  Document emailed to meffertz@nd.gov for signature
2025-02-15 - 2:38:25 PM GMT
-  Email viewed by meffertz@nd.gov
2025-02-15 - 3:08:04 PM GMT- IP address: 104.47.65.254
-  Signer meffertz@nd.gov entered name at signing as Maria Effertz
2025-02-15 - 3:08:35 PM GMT- IP address: 74.207.139.29
-  Document e-signed by Maria Effertz (meffertz@nd.gov)
Signature Date: 2025-02-15 - 3:08:37 PM GMT - Time Source: server- IP address: 74.207.139.29
-  Agreement completed.
2025-02-15 - 3:08:37 PM GMT

Energy Conservation Program Grant Agreement

Between: State of North Dakota, acting by and through (Grantor)
The Department of Commerce
1600 E. Century Avenue, Suite 2
PO Box 2057
Bismarck, ND 58502-2057

And: City of Minot - Public Works City Shop (Grantee)
1025 31st Street SE
Minot, ND 58701

Date: 3/24/2025

Grant Number: 5377-ECG25

SECTION 1 LEGAL BASIS OF AWARD

Pursuant to North Dakota legislative action, the Grantor is authorized to enter into a Grant Agreement and to make an award, from funds received through the North Dakota Department of Commerce to the Grantee for the Energy Conservation Grant Program. The Grantor is willing to make the grant and the Grantee is willing to accept the grant on the terms and conditions of this Agreement. Accordingly, the parties hereby agree as follows:

SECTION 2 GRANT AWARD

The Grantee's Energy Conservation Grant Program Application has been approved for \$35,752.45 in program dollars with dollar-for-dollar matching funds of \$35,752.45. Funds will be used for removal of outdated fluorescent lamps/ballasts and the installation of new Type B lamps as shown in the approved application.

Grant activities must be completed in the approved grant period March 24, 2025 through June 30, 2025.

To request payment of Energy Conservation Grant Program funds, the Grantee must submit a reimbursement request to the Grantor with copies of paid invoices, receipts, or other documentation showing that the approved activity has been completed. The Energy Reimbursement Request is available at <https://www.communityservices.nd.gov/uploads/30/SFN59519EECBGReimbursementRequest.pdf>.

The Grantor will approve payment of energy conservation program funds, based on matching percentages, up to the amount of this award, with additional expenses the sole responsibility of the Grantee.



The Grantor reserves the right to request additional documentation to confirm the completion of the project. Payment of energy conservation grant funds will be held until additional information is received and any questions have been addressed.

The Grantee must submit all reimbursement requests to the Grantor by June 30, 2025. This Grant Agreement will expire on that date and any funds remaining unpaid will revert back to the Energy Conservation Grant Program.

SECTION 3

GRANTEE'S UNDERSTANDING OF TERM OF FUNDING

The Grantee understands that this grant is a one-time grant and acknowledges that it has been furnished no assurances that this grant may be extended for periods beyond its termination date.

Should no activity occur within three months of the funding of this agreement, the agreement may be terminated with grant funds returning to the energy conservation grant program to be made available to other applicants.

SECTION 4

GRANTEE ASSURANCES

This grant shall be construed according to the laws of the state of North Dakota. In connection with the furnishing of supplies or performance of work under this grant, persons who contract with or receive funds from the North Dakota Department of Commerce are obligated and agree to comply with all local, state and federal laws, regulations and executive orders related to the performance of this grant including but not limited to the following: Fair Labor Standards Act, Equal Pay Act of 1963, Titles VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the North Dakota Human Rights Act, the Drug Abuse Prevention Treatment and Rehabilitation Act of 1970, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Alcohol, Drug Abuse and Mental Health Administration Reorganization Act of 1992, the Pro-children Act of 1994, and the Drug-free Workplace Act of 1988.

The Grantee certifies by signing this grant that it is not presently debarred, declared ineligible or voluntarily excluded from participation in transactions with the State. Grantee must be an approved vendor with the Office of Management and Budget within the State of North Dakota as required by N.D.C.C. § 5444.409.

SECTION 5

AUTHORITY TO CONTRACT

Grantee may not contract for or on behalf of, or incur obligations on behalf of, Grantor.

SECTION 6

INDEPENDENT ENTITY

Grantee shall perform as an independent entity under this grant. Grantee, its employees, agents, or representatives are not employees of the Grantor for any purpose, including but not limited to the



application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the Federal Unemployment Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workers' Compensation Act. No part of this grant may be construed to represent the creation of an employer/employee relationship between Grantor and Grantee. Grantee will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Grantee's activities and responsibilities under this grant.

SECTION 7

AUDIT RESPONSIBILITY AND EXPENSE ALLOWABILITY

Grantee agrees to keep financial records necessary to fully disclose the complete financial status of the grant. Grantee must submit documentation supporting requests for reimbursement for review by Grantor or its agents, upon request. Financial records and other relevant documentation must be maintained for at least three years from the close of this grant.

The Grantee will immediately notify the Grantor of any credible evidence that a principal, employee, agent, contractor, subcontractor or other person has submitted a false claim in the course of this agreement.

SECTION 8

TERMINATION OF GRANT FOR CAUSE

The Grantor by written notice of default to the Grantee may terminate the whole or any part of this grant:

1. If the Grantee fails to provide services required by this grant within the time specified or any extension agreed to by the Grantor;
2. Or If the Grantee fails to perform any of the other provisions of this grant, or so fails to pursue the work as to endanger performance of this grant in accordance with its terms.

The rights and remedies of the Grantor provided in the above clause related to defaults by the Grantee are not exclusive and are in addition to any other rights and remedies provided by law or under this grant.

SECTION 9

TERMINATION FOR LACK OF FUNDING OR AUTHORITY

The Grantor may terminate this grant effective upon delivery of written notice to the Grantee, or on any later date stated in the notice, under any of the following conditions:

1. If funding from state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. The grant may be modified by mutual consent of the parties in writing to accommodate a reduction in funds.
2. If state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this grant or are no longer eligible for the funding proposed for payments authorized by this grant.
3. If any license, permit or certificate required by law or rule, or by the terms of this grant, is for any reason denied, revoked, suspended or not renewed.
4. Termination of this grant under this section is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

SECTION 10



INDEMNITY

The Grantor and the Grantee each agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorneys' fees which may in any manner result from or arise out of this agreement.

SECTION 11 INSURANCE

Grantee shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverage:

1. Commercial general liability, including premises or operations, contractual, and products or completed operations coverage (if applicable), with minimum liability limits of \$250,000 per person and \$500,000 per occurrence.
2. Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$500,000 per occurrence.
3. Workers compensation coverage meeting all statutory requirements. The insurance coverage listed above must meet the following additional requirements:
 1. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Grantee. The amount of any deductible or self retention is subject to approval by the State.
 2. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.
 3. The insurance required in this agreement, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State representative.
 4. The Grantee shall furnish a certificate of insurance to the undersigned State representative upon request.
 5. Failure to provide insurance as required in this agreement is a material breach of contract entitling State to terminate this agreement immediately.

SECTION 12 INTEGRATION, MODIFICATION, AND SEVERABILITY

This grant constitutes the entire grant between the Grantee and the Grantor. No alteration, amendment, or modification of this grant shall be effective unless it is reduced to writing, signed



by the parties and attached hereto. If any term of this grant is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the grant does not contain the illegal or unenforceable term.

SECTION 13 COLLATERAL CONTRACTS

Where there exists any inconsistency between this grant and other provisions of collateral contractual agreements that are made a part of this grant by reference or otherwise, the provisions of this grant shall control.

SECTION 14 APPLICABLE LAW

This grant is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this grant must be brought in the District Court of Burleigh County, North Dakota.

SECTION 15 COMPLIANCE WITH PUBLIC RECORDS LAWS

Grantee understands that the Grantor must disclose to the public upon request any records it receives from Grantee. Grantee further understands that any records which are obtained or generated by the Grantee under this grant may, under certain circumstances, be open to the public upon request under the North Dakota open records law. Grantee agrees to contact the Grantor immediately upon receiving a request for information under the open records law and to comply with the Grantor's instructions on how to respond to the request.

SECTION 16 ATTORNEY FEES

The Grantor and the Grantee each agree to assume responsibility for its own attorneys' fee which may in any manner result from or arise out of this agreement.

SECTION 17 ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

The Grantor does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. The Grantor does not waive any right to a jury trial.



SECTION 18 NECESSARY LICENSING/PERMITS

The Grantee is responsible for obtaining any necessary licenses and/or permits and for complying with applicable federal, state and municipal laws, codes, and regulations in connection with the execution of the work hereunder. The Grantee will take proper safety and health precautions to protect the workers, the public, the environment and the property.

Furthermore, the Grantee is required to employ appropriately licensed individuals on projects involving electrical, plumbing, boiler and sprinkler work in accordance with state laws and regulations. If hiring contractors to complete approved project activities, the contractors must be licensed through the State of North Dakota as required in Century Code 43-07-02. The Grantor will only reimburse payments to licensed contractors.

SECTION 19 REQUIREMENTS OF THE GRANTEE

- The Grantee understands that the Grantor may conduct site visits and file reviews to assure compliance with the terms and conditions of this agreement and will review technical performance after project completion to ensure that the agreement objectives have been accomplished.
- The Grantor reserves the right to request follow up energy records to review energy records to confirm energy savings.
- The Grantee must follow its own procurement policies when securing contractors and/or equipment.
- The Grantee is required to adhere to the North Dakota Department of Environmental Quality requirements for solid waste management and EPA's Renovation, Repair and Painting Rules.

SECTION 20 OTHER ARTICLES OF THE GRANT AGREEMENT

- The Grantee will be the sole owner of equipment and/or other approved purchases under this Grant Agreement and accepts sole responsibility of any further costs or liabilities associated with such equipment/purchases.
- The Grantee has completed the Section 106 Clearance Form with its application and will adhere to the requirements of the National Historic Preservation Act as it pertains to this project.
- The Grantor shall not be responsible for any obligation to the Grantee for (1) decontamination and/or decommissioning (D&D) of any of the Grantee's facilities, or (2) any costs which may be incurred by the Grantee in connection with the D&D of any of its facilities due to the performance of the work performed under this agreement, whether said work was performed prior to or subsequent to the effective date of this agreement.
- The Grantor shall not be liable to or indemnify any third party with respect to any claim,



debt, damage or demand arising during the implementation of this Grant Agreement and which may be made against the Grantor.

- The Grantor shall not accept liability for compensation for the death, disability or other hazards which may be suffered by the employees and/or clients of the Grantee as a result of their activities associated with the subject matter of this Grant Agreement.
- The Grantor shall not be liable for any expenditure incurred in excess of its contribution as specified in this Grant Agreement.
- The Grantee shall notify the Grantor immediately upon discovery of any financial and/or operational irregularities in connection with this grant award, and submit a written report as directed by the Grantor of the known details of the irregularities.

SECTION 21 SIGNATURES

The Grantor and Grantee shall each receive one signed copy of the Grant Agreement, which will serve as official documents in all legal and literal interpretations.

Grantor:

Maria Effertz
Maria Effertz (Mar 25, 2025 08:49 CDT)
Maria Effertz, Director
Division of Community Services

03/25/2025
Date

Grantee:

Thomas Ross
Thomas Ross (Mar 25, 2025 08:46 CDT)
Tom Ross, Mayor
City of Minot

03/25/2025
Date



ORGANIZATION INFORMATION

Applicant Organization Name City of Minot - Public Works City Shop	Project Name LED Lighting Retrofit	Date of Application 01/29/2025	
Address 1025 31st Street SE	City Minot	State ND	ZIP Code 58701
Primary Contact Kevin Sickler	Title Building Maintenance Superintendent	Fax	
E-mail kevin.sickler@minotnd.gov	Telephone (701) 509-9608		
Individual Signing The Agreement Tom Ross	Title Mayor		
E-mail kevin.sickler@minotnd.gov	Telephone (701) 857-4750		

BUDGET INFORMATION

Total Project Budget \$ 71,504.90	Amount Requested \$ 35,752.45
Proposed Start Date 02/20/2025	Project Duration 7-10 days

A 50% match is required for this program

Project Associated Expense	Estimated Cost
LED Lighting Material	40,679.00
Labor to Install	29,430.00
Lamp Recycling	1,395.90
Total	\$ 71,504.90

PROJECT DESCRIPTION

Describe your project in detail. Describe the building in your project, the changes to be made, and the year each was built.

Removal of outdated fluorescent lamps /ballasts and the installation of new Type B lamps.
Built in 1979.

Describe the results you expect from your project.

Energy and maintenance savings of over 60%

Does your project involve retrofitting a building that's been placed on the National Historic Register or is 50 years old or older? **If yes, the State Historical Society must complete a Section 106 Clearance Form.*

☐

Yes

☒

No

I, the undersigned authorized representative of the applicant, certify that to the best of my knowledge the information in the application is true and correct. I also certify that the applicant shall maintain accounting records in accordance with generally accepted governmental accounting principles and that the funds awarded will be included in those audits or financial statements. I further certify that the applicant represents a political subdivision within the State of North Dakota and will comply with all local, state and federal laws and regulations, including but not limited to the State Health Department's requirements for solid waste management and the EPA's Renovation, Repair and Painting Rule. I also certify that the applicant is in good financial standing and has no delinquencies on existing North Dakota State Government grants or loans.

Authorized Signature 	Name (Please Print) Tom Ross
Title Mayor	Date 01/29/2025

Submit a completed application and supporting documents to:

E-mail:
hayescameron@nd.gov

Mail:
North Dakota Department of Commerce
Department of Community Services
PO Box 2057
Bismarck, ND 58502-2057

If you have questions, please contact:

Cameron Hayes
ND Department of Commerce
Department of Community Services
Email: hayescameron@nd.gov
Phone: 701-328-6868

For Commerce Use Only			
Approved	☒	Amount of Grant \$35,752.45	Authorized Signature 
Denied	☐	Date 03/21/2025	

ENERGY SAVINGS ANALYSIS

NORTH DAKOTA DEPARTMENT OF COMMERCE
DIVISION OF COMMUNITY SERVICES
SFN 59261 (03/2024)

Directions: Please have your engineering firm, utility, vendor, energy auditor, etc. complete the form to verify energy savings. **Note:** Not all boxes may apply to your project. If you have questions about this form, please contact Kevin Iverson at 701-328-5385 or kciverson@nd.gov.

Utility Rate Information

Cost/Unit KW	Cost/Unit kWh	Cost/Unit Ntr. Gas	Cost/Unit Water	Other
	.091			

Energy Savings

Energy Conservation Measure (ECM)	Annual Demand Savings (KW)	Annual Electric Savings (kWh)	Annual Fossil Fuel Savings (mmBtu)	Annual Water Savings (1,000 Gal.)
remove fluorescent to LED lighting fixtures		85010.8		
Total	0.00	85,010.80	0.00	0.00

Energy Cost Savings. Calculate by multiplying **Utility Rate Information** by **Energy Savings**.

Energy Conservation Measure (ECM)	Annual Demand Cost Savings (KW)	Annual Electric Cost (kWh)	Annual Fuel Cost Savings (mmBtu)	Annual Water Cost Savings	Total ECM Energy Cost Savings
fluorescent to LED lighting	\$	\$ 7735.98	\$	\$	\$ 7,735.98
	\$	\$	\$	\$	\$ 0.00
	\$	\$	\$	\$	\$ 0.00
Total	\$ 0.00	\$ 7,735.98	\$ 0.00	\$ 0.00	\$ 7,735.98
Total Project Energy Cost Savings					\$ 7,735.98

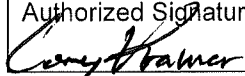
Payback. Provide the following information about and savings generated by this ECM.

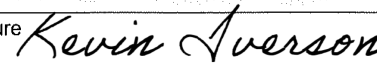
Total Project Investment	Total Project Energy Cost Savings	Simple Payback Years
\$ 71,504.90	\$ 7,735.98	9

Describe the basis for the estimated savings generated by this ECM:
Change out old fluorescent and incandescent lighting with new LED lights and fixtures, using a blended rate which includes demand costs and energy costs

Certification:

I, the undersigned representative of Otter Tail Power Co (Company), certify that to the best of my knowledge this information is true and correct.

Name (Please Print) Corey Kramer	Title Engineer/Operations Manager
Authorized Signature  PE # 11929	Date 03/19/2025

For Commerce Use Only	
Verified X	Authorized Signature 
Date 03/21/2025	



Multiple Systems Energy Estimator

Minot Public Works Bld
Minot, ND

					Energy Rate (\$ per kWh)		0.09		
Existing Systems					Proposed System				
Existing Systems	Fixture count	Watts/Fixture	Hr burn per year	Energy \$ per yr.	Proposed Systems	Fixture count	Watts/Fixture	Hr burn per year	Energy \$ per yr.
4' T8 Fluorescent	1431	32	2800	\$11,668	4' T8 LED	208	10	2800	\$530
2'T8 Fluorescent	99	17	2800	\$429	2x2 LED Flat Panel	33	30	2800	\$252
4' T5 Fluorescent	24	54	2800	\$330	LED UFO highbay	64	100	2800	\$1,631
					2x4 LED Flat Panel	268	30	2800	\$2,049
					8' Vaportight LED	14	60	2800	\$214
					4' Vaportight LED	2	30	2800	\$15
Energy used per yr. (Existing System)				\$12,427	Energy used per yr. (Proposed System)				\$4,691
Electrical Load (kilo-watts) (Existing System)				48.8	Electrical Load (kilo-watts) (Proposed System)				18.4
Potential Energy Savings per year					\$7,736		kilo-Watt load reduction 30.4		
Estimated total cost for complete upgrade					\$71,505		111 months		
Cost of Waiting (Cost of postponing the Lighting Upgrade)					\$645 per month		or \$7,736 per year		
Environmental Impact of Lighting Upgrade Changing your lights can benefit the environment!									
Annual Carbon Dioxide emission reduction	130,917 lbs.	Coal burning avoided (EPA Nov. 2004)		61,176 lbs. Or	Equivalent acres of forest added		16 acres		
Annual Sulfur Dioxide emission reduction	514 lbs.			28 tons	Equivalent cars removed from road for a year		11 cars		
Annual Nitrogen Oxide (NO, NO2) reduction	252 lbs.	Atmospheric mercury contamination avoided		1,321 mg.	50% US Electric Power is from coal-burning power plants.				
Numbers used (based on EPA Energy Star Facts and Assumptions sheet, 2007)									
Emission Factors: gases released per kWh of electricity generated (EPA 2007)		Carbon dioxide and mercury released per lb. of coal burned (EPA 2007) (can vary based on type of coal)			Annual carbon dioxide (lbs.) sequestration by forest and emission by cars (EPA 2007)				
lbs. of CO ₂ released	1.54	lbs. of CO ₂ generated	2.14		CO ₂ sequestration per acre		8066		
lbs. of SO ₂ released	0.006	lbs. of mercury released	0.0216		CO ₂ emission per average car		11,470		
lbs. of NO _x released	0.003	Click here to open EPA Energy Star Facts and Assumptions sheet, 2007.							

Customer: **City of Minot, Public Works Bld** 3/19/2025
Prepared by: **Brad Nelson / Otter Tail Power Company**

The Lighting Assistant is a tool offered by GE that examines the projected impact of lighting decisions. Neither this tool nor the analysis generated by this tool, in any way constitutes or implies either a warranty of lamp or ballast performance or a guarantee of the actual costs or savings that will be realized or the appropriateness of the solutions suggested. Kindly see and examine the Full Disclaimer; use of this tool constitutes your acceptance of the Full Disclaimer. Copyright © 2006 General Electric Company. All Rights Reserved.

Minot Public Works Bld
1025 31st St SE
ND Dept of Commerce Energy Savings Analysis Worksheet

Existing Lamps Removed:

	<u>Watts</u>	<u>Kw</u>
(1,431) 4' T8 Fluorescent @ 32W	45792.00	45.792
(99) 2' T8 Fluorescent @ 17W	1683.00	1.683
(24) 4' T5 HO Fluorescent @ 54W	1296.00	1.296
	0.00	0.000
	0.00	0.000
	0.00	0.000

Total Removed: 48771.00 48.771

	<u>Watts</u>	<u>Kw</u>
(208) 4' Type B T8 LED @ 10W	2080.00	2.080
(33) 2x2 LED Flat Panel @ 30W	990.00	0.990
(64) LED UFO High Bay @ 100W	6400.00	6.400
(268) 2x4 LED Flat Panel @ 30W	8040.00	8.040
(14) 8' LED Vaportight Fxt @ 60W	840.00	0.840
(2) 4' LED Vaportight Fxt @ 30W	60.00	0.060

Total Installed: 18410.00 18.410

Total Saved

	<u>Watts</u>	<u>Kw</u>
(total removed watts minus installed watts)	30361.00	30.361

Saved Annual KWh's:

85010.80

(total kilowatts saved multiplied by annual hours)

Kw Saved	Annual Hours
30.361	2800

Customer's Total Annual Savings

\$7,735.98

(saved annual KWh's multiplied by blended rate)

Saved Annual KWh's	Blended Rate
85010.80	\$0.091

Cost of Project

\$71,504.90

Simple Year(s) Return

(cost of project divided by annual savings)

9.24

Chad Carver
Energy Services Specialist
Ideal Energy

Energy Conservation Program Grant Agreement

Between: State of North Dakota, acting by and through (Grantor)
The Department of Commerce
1600 E. Century Avenue, Suite 2
PO Box 2057
Bismarck, ND 58502-2057

And: Minot – Airport Main Terminal (Grantee)
305 Airport Road
Minot, ND 58703

Date: 3/26/2025

Grant Number: 5381-ECG25 Minot Airport Main Terminal

SECTION 1 LEGAL BASIS OF AWARD

Pursuant to North Dakota legislative action, the Grantor is authorized to enter into a Grant Agreement and to make an award, from funds received through the North Dakota Department of Commerce to the Grantee for the Energy Conservation Grant Program. The Grantor is willing to make the grant and the Grantee is willing to accept the grant on the terms and conditions of this Agreement. Accordingly, the parties hereby agree as follows:

SECTION 2 GRANT AWARD

The Grantee's Energy Conservation Grant Program Application has been approved for \$28,097.50 in program dollars with dollar-for-dollar matching funds of \$28,097.50. Funds will be used for removal of outdated fluorescent lamps/ballasts and the installation of new Type B lamps as shown in the approved application.

Grant activities must be completed in the approved grant period March 26, 2025 through June 30, 2025.

To request payment of Energy Conservation Grant Program funds, the Grantee must submit a reimbursement request to the Grantor with copies of paid invoices, receipts, or other documentation showing that the approved activity has been completed. The Energy Reimbursement Request is available at <https://www.communityservices.nd.gov/uploads/30/SFN59519EECBGReimbursementRequest.pdf>.

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The Grantee must submit all reimbursement requests to the Grantor by June 30, 2025. This Grant Agreement will expire on that date and any funds remaining unpaid will revert back to the Energy Conservation Grant Program.

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The Grantee certifies by signing this grant that it is not presently debarred, declared ineligible or voluntarily excluded from participation in transactions with the State. Grantee must be an approved vendor with the Office of Management and Budget within the State of North Dakota as required by N.D.C.C. § 5444.409.

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INDEPENDENT ENTITY

Grantee shall perform as an independent entity under this grant. Grantee, its employees, agents, or representatives are not employees of the Grantor for any purpose, including but not limited to the



application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the Federal Unemployment Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workers' Compensation Act. No part of this grant may be construed to represent the creation of an employer/employee relationship between Grantor and Grantee. Grantee will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Grantee's activities and responsibilities under this grant.

SECTION 7

AUDIT RESPONSIBILITY AND EXPENSE ALLOWABILITY

Grantee agrees to keep financial records necessary to fully disclose the complete financial status of the grant. Grantee must submit documentation supporting requests for reimbursement for review by Grantor or its agents, upon request. Financial records and other relevant documentation must be maintained for at least three years from the close of this grant.

The Grantee will immediately notify the Grantor of any credible evidence that a principal, employee, agent, contractor, subcontractor or other person has submitted a false claim in the course of this agreement.

SECTION 8

TERMINATION OF GRANT FOR CAUSE

The Grantor by written notice of default to the Grantee may terminate the whole or any part of this grant:

1. If the Grantee fails to provide services required by this grant within the time specified or any extension agreed to by the Grantor;
2. Or If the Grantee fails to perform any of the other provisions of this grant, or so fails to pursue the work as to endanger performance of this grant in accordance with its terms.

The rights and remedies of the Grantor provided in the above clause related to defaults by the Grantee are not exclusive and are in addition to any other rights and remedies provided by law or under this grant.

SECTION 9

TERMINATION FOR LACK OF FUNDING OR AUTHORITY

The Grantor may terminate this grant effective upon delivery of written notice to the Grantee, or on any later date stated in the notice, under any of the following conditions:

1. If funding from state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. The grant may be modified by mutual consent of the parties in writing to accommodate a reduction in funds.
2. If state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this grant or are no longer eligible for the funding proposed for payments authorized by this grant.
3. If any license, permit or certificate required by law or rule, or by the terms of this grant, is for any reason denied, revoked, suspended or not renewed.
4. Termination of this grant under this section is without prejudice to any obligations or liabilities of either party already accrued prior to termination.



SECTION 10 INDEMNITY

The Grantor and the Grantee each agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorneys' fees which may in any manner result from or arise out of this agreement.

SECTION 11 INSURANCE

Grantee shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverage:

1. Commercial general liability, including premises or operations, contractual, and products or completed operations coverage (if applicable), with minimum liability limits of \$250,000 per person and \$500,000 per occurrence.
2. Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$500,000 per occurrence.
3. Workers compensation coverage meeting all statutory requirements. The insurance coverage listed above must meet the following additional requirements:
 1. Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of the Grantee. The amount of any deductible or self retention is subject to approval by the State.
 2. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the State. The policies shall be in form and terms approved by the State.
 3. The insurance required in this agreement, through a policy or endorsement, shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State representative.
 4. The Grantee shall furnish a certificate of insurance to the undersigned State representative upon request.
 5. Failure to provide insurance as required in this agreement is a material breach of contract entitling State to terminate this agreement immediately.



SECTION 12 INTEGRATION, MODIFICATION, AND SEVERABILITY

This grant constitutes the entire grant between the Grantee and the Grantor. No alteration, amendment, or modification of this grant shall be effective unless it is reduced to writing, signed by the parties and attached hereto. If any term of this grant is declared by a court having jurisdiction to be illegal or unenforceable, the validity of the remaining terms will not be affected and, if possible, the rights and obligations of the parties are to be construed and enforced as if the grant does not contain the illegal or unenforceable term.

SECTION 13 COLLATERAL CONTRACTS

Where there exists any inconsistency between this grant and other provisions of collateral contractual agreements that are made a part of this grant by reference or otherwise, the provisions of this grant shall control.

SECTION 14 APPLICABLE LAW

This grant is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this grant must be brought in the District Court of Burleigh County, North Dakota.

SECTION 15 COMPLIANCE WITH PUBLIC RECORDS LAWS

Grantee understands that the Grantor must disclose to the public upon request any records it receives from Grantee. Grantee further understands that any records which are obtained or generated by the Grantee under this grant may, under certain circumstances, be open to the public upon request under the North Dakota open records law. Grantee agrees to contact the Grantor immediately upon receiving a request for information under the open records law and to comply with the Grantor's instructions on how to respond to the request.

SECTION 16 ATTORNEY FEES

The Grantor and the Grantee each agree to assume responsibility for its own attorneys' fee which may in any manner result from or arise out of this agreement.



SECTION 17

ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

The Grantor does not agree to any form of binding arbitration, mediation, or other forms of mandatory alternative dispute resolution. The parties have the right to enforce their rights and remedies in judicial proceedings. The Grantor does not waive any right to a jury trial.

SECTION 18

NECESSARY LICENSING/PERMITS

The Grantee is responsible for obtaining any necessary licenses and/or permits and for complying with applicable federal, state and municipal laws, codes, and regulations in connection with the execution of the work hereunder. The Grantee will take proper safety and health precautions to protect the workers, the public, the environment and the property.

Furthermore, the Grantee is required to employ appropriately licensed individuals on projects involving electrical, plumbing, boiler and sprinkler work in accordance with state laws and regulations. If hiring contractors to complete approved project activities, the contractors must be licensed through the State of North Dakota as required in Century Code 43-07-02. The Grantor will only reimburse payments to licensed contractors.

SECTION 19

REQUIREMENTS OF THE GRANTEE

- The Grantee understands that the Grantor may conduct site visits and file reviews to assure compliance with the terms and conditions of this agreement and will review technical performance after project completion to ensure that the agreement objectives have been accomplished.
- The Grantor reserves the right to request follow up energy records to review energy records to confirm energy savings.
- The Grantee must follow its own procurement policies when securing contractors and/or equipment.
- The Grantee is required to adhere to the North Dakota Department of Environmental Quality requirements for solid waste management and EPA's Renovation, Repair and Painting Rules.

SECTION 20

OTHER ARTICLES OF THE GRANT AGREEMENT

- The Grantee will be the sole owner of equipment and/or other approved purchases under this Grant Agreement and accepts sole responsibility of any further costs or liabilities associated with such equipment/purchases.
- The Grantee has completed the Section 106 Clearance Form with its application and will adhere to the requirements of the National Historic Preservation Act as it pertains to this



project.

- The Grantor shall not be responsible for any obligation to the Grantee for (1) decontamination and/or decommissioning (D&D) of any of the Grantee's facilities, or (2) any costs which may be incurred by the Grantee in connection with the D&D of any of its facilities due to the performance of the work performed under this agreement, whether said work was performed prior to or subsequent to the effective date of this agreement.
- The Grantor shall not be liable to or indemnify any third party with respect to any claim, debt, damage or demand arising during the implementation of this Grant Agreement and which may be made against the Grantor.
- The Grantor shall not accept liability for compensation for the death, disability or other hazards which may be suffered by the employees and/or clients of the Grantee as a result of their activities associated with the subject matter of this Grant Agreement.
- The Grantor shall not be liable for any expenditure incurred in excess of its contribution as specified in this Grant Agreement.
- The Grantee shall notify the Grantor immediately upon discovery of any financial and/or operational irregularities in connection with this grant award, and submit a written report as directed by the Grantor of the known details of the irregularities.

SECTION 21 SIGNATURES

The Grantor and Grantee shall each receive one signed copy of the Grant Agreement, which will serve as official documents in all legal and literal interpretations.

Grantor:

Maria Effertz
[Maria Effertz \(Mar 26, 2025 14:56 CDT\)](#)
Maria Effertz, Director
Division of Community Services

03/26/2025

Date

Grantee:

Thomas Ross
[Thomas Ross \(Mar 26, 2025 14:39 CDT\)](#)
Tom Ross, Mayor
City of Minot

03/26/2025

Date



ORGANIZATION INFORMATION

Applicant Organization Name City of Minot - Airport Main Terminal	Project Name LED Lighting Retrofit	Date of Application 01/29/2025	
Address 305 Airport Road	City Minot	State ND	ZIP Code 58703
Primary Contact Kevin Sickler	Title Building Maintenance Superintendent	Fax	
E-mail kevin.sickler@minotnd.org	Telephone (701) 509-9608		
Individual Signing The Agreement Tom Ross	Title Mayor		
E-mail kevin.sickler@minotnd.org	Telephone (701) 509-9608		

BUDGET INFORMATION

Total Project Budget \$ 56,195.00	Amount Requested \$ 28,097.50
Proposed Start Date 03/09/2025	Project Duration 7-8 days

A 50% match is required for this program

Project Associated Expense	Estimated Cost
LED Lighting Material	28,260.00
Labor to Install	26,285.00
Lamp Recycling	1,650.00
Total	\$ 56,195.00

PROJECT DESCRIPTION

Describe your project in detail. Describe the building in your project, the **changes to be made**, and the **year** each was built.

Removal of outdated fluorescent lamps /ballasts and the installation of new Type B lamps.
Built in 2016

Describe the results you expect from your project.

Energy and maintenance savings of over 60%

Does your project involve retrofitting a building that's been placed on the National Historic Register or is 50 years old or older? **If yes, the State Historical Society must complete a Section 106 Clearance Form.*

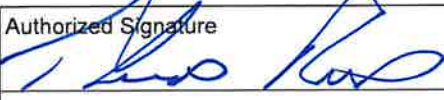
☐

Yes

☒

No

I, the undersigned authorized representative of the applicant, certify that to the best of my knowledge the information in the application is true and correct. I also certify that the applicant shall maintain accounting records in accordance with generally accepted governmental accounting principles and that the funds awarded will be included in those audits or financial statements. I further certify that the applicant represents a political subdivision within the State of North Dakota and will comply with all local, state and federal laws and regulations, including but not limited to the State Health Department's requirements for solid waste management and the EPA's Renovation, Repair and Painting Rule. I also certify that the applicant is in good financial standing and has no delinquencies on existing North Dakota State Government grants or loans.

Authorized Signature 	Name (Please Print) Tom Ross
Title Mayor	Date 01/29/2025

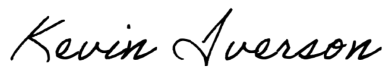
Submit a completed application and supporting documents to:

E-mail:
hayescameron@nd.gov

Mail:
North Dakota Department of Commerce
Department of Community Services
PO Box 2057
Bismarck, ND 58502-2057

If you have questions, please contact:

Cameron Hayes
ND Department of Commerce
Department of Community Services
Email: hayescameron@nd.gov
Phone: 701-328-6868

For Commerce Use Only		
Approved	☒	Amount of Grant \$28,097.50
Denied	☐	Date 03/21//2025
		Authorized Signature 

Directions: Please have your engineering firm, utility, vendor, energy auditor, etc. complete the form to verify energy savings. Note: Not all boxes may apply to your project. If you have questions about this form, please contact Kevin Iverson at 701-328-5385 or kciverson@nd.gov.

Utility Rate Information

Cost/Unit KW	Cost/Unit kWh	Cost/Unit Ntr. Gas	Cost/Unit Water	Other
	.091			

Energy Savings

Energy Conservation Measure (ECM)	Annual Demand Savings (KW)	Annual Electric Savings (kWh)	Annual Fossil Fuel Savings (mmBtu)	Annual Water Savings (1,000 Gal.)
Fluorescent to LED lights and fixtures		138291.20		
Total	0.00	138,291.20	0.00	0.00

Energy Cost Savings. Calculate by multiplying *Utility Rate Information* by *Energy Savings*.

Energy Conservation Measure(ECM)	Annual Demand Cost Savings (KW)	Annual Electric Cost (kWh)	Annual Fuel Cost Savings (mmBtu)	Annual Water Cost Savings	Total ECM Energy Cost Savings
Fluorescent to LED lighting	\$	\$ 12584.50	\$	\$	\$ 12,584.50
	\$	\$	\$	\$	\$ 0.00
	\$	\$	\$	\$	\$ 0.00
Total	\$ 0.00	\$ 12,584.50	\$ 0.00	\$ 0.00	\$ 12,584.50
Total Project Energy Cost Savings					\$ 12,584.50

Payback. Provide the following information about and savings generated by this ECM.

Total Project Investment	Total Project Energy Cost Savings	Simple Payback Years
\$ 56,195.00	\$ 12,584.50	4

Describe the basis for the estimated savings generated by this ECM:

Savings is based on demand and kWh blended charges and replacing old fluorescent and incandescent lighting with new LED lights and fixtures

Certification:

I, the undersigned representative of Otter Tail Power Co (Company), certify that to the best of my knowledge this information is true and correct.

Name (Please Print) Corey Kramer	Title Operations Manager/Engineer
Authorized Signature <i>Corey Kramer PE#11929</i>	Date 03/19/2025

For Commerce Use Only		
Verified	X	Authorized Signature <i>Kevin Iverson</i>
Date	03/21//2025	

**Minot Airport Main Terminal
305 Airport Rd
ND Dept of Commerce Energy Savings Analysis Worksheet**

Existing Lamps Removed:

	<u>Watts</u>	<u>Kw</u>
(876) 4' T8 Fluorescent @ 32W	28032.00	28.032
(2) 2' T8 Fluorescent @ 17W	34.00	0.034
(185) 42W CFL PL Lamps	7770.00	7.770
	0.00	0.000
	0.00	0.000
	0.00	0.000

Total Removed: 35836.00 35.836

	<u>Watts</u>	<u>Kw</u>
(488) 4' T8 Fluorescent @ 12W	5856.00	5.856
(388) 4' T8 Fluorescent @ 10W	3880.00	3.880
(135) 6" LED Can @ 12W	1620.00	1.620
(50) Type b 4-Pin LED PL @ 16W	800.00	0.800
0	0.00	0.000
0	0.00	0.000

Total Installed: 12156.00 12.156

Total Saved

	<u>Watts</u>	<u>Kw</u>
(total removed watts minus installed watts)	23680.00	23.680

Saved Annual KWh's:

138291.20

(total kilowatts saved multiplied by annual hours)

Kw Saved	Annual Hours
23.680	5840

Customer's Total Annual Savings

\$12,584.50

(saved annual KWh's multiplied by blended rate)

Saved Annual KWh's	Blended Rate
138291.20	\$0.091

Cost of Project

\$56,195.00

Simple Year(s) Return

(cost of project divided by annual savings)

4.47

**Chad Carver
Energy Services Specialist
Ideal Energy**



Multiple Systems Energy Estimator

Airport Main Terminal
Minot, ND

					Energy Rate (\$ per kWh)		0.09			
Existing Systems					Proposed System					
Existing Systems	Fixture count	Watts/Fixture	Hr burn per year	Energy \$ per yr.	Proposed Systems	Fixture count	Watts/Fixture	Hr burn per year	Energy \$ per yr.	
4' T8 Fluorescent	876	32	5840	\$14,897	4' T8 LED	488	12	5840	\$3,112	
2'T8 Fluorescent	2	17	5840	\$18	4' T8 LED	388	10	5840	\$2,062	
CFL PL Lights	185	42	5840	\$4,129	6" Can LED	135	12	5840	\$861	
					Type B 4-pin LED	50	16	5840	\$425	
Energy used per yr. (Existing System)				\$19,045	Energy used per yr. (Proposed System)				\$6,460	
Electrical Load (kilo-watts) (Existing System)				35.8	Electrical Load (kilo-watts) (Proposed System)				12.2	
Potential Energy Savings per year					\$12,584	kilo-Watt load reduction				23.7
Estimated total cost for complete upgrade					\$56,195					54 months
Cost of Waiting (Cost of postponing the Lighting Upgrade)					\$1,049 per month	or	\$12,584 per year			
Environmental Impact of Lighting Upgrade Changing your lights can benefit the environment!										
Annual Carbon Dioxide emission reduction	212,968 lbs.	Coal burning avoided (EPA Nov. 2004)		99,518 lbs. Or	Equivalent acres of forest added		26 acres			
Annual Sulfur Dioxide emission reduction	836 lbs.			45 tons	Equivalent cars removed from road for a year		19 cars			
Annual Nitrogen Oxide (NO, NO2) reduction	410 lbs.	Atmospheric mercury contamination avoided		2,150 mg.	50% US Electric Power is from coal-burning power plants.					
Numbers used (based on EPA Energy Star Facts and Assumptions sheet, 2007)										
Emission Factors: gases released per kWh of electricity generated (EPA 2007)		Carbon dioxide and mercury released per lb. of coal burned (EPA 2007) (can vary based on type of coal)			Annual carbon dioxide (lbs.) sequestration by forest and emission by cars (EPA 2007)					
lbs. of CO ₂ released	1.54	lbs. of CO ₂ generated	2.14		CO ₂ sequestration per acre		8066			
lbs. of SO ₂ released	0.006	lbs. of mercury released	0.0216		CO ₂ emission per average car		11,470			
lbs. of NO _x released	0.003	Click here to open EPA Energy Star Facts and Assumptions sheet, 2007.								

Customer: **City of Minot, ND Main Terminal Airport** 3/19/2025
Prepared by: Brad Nelson / Otter Tail Power Company

The Lighting Assistant is a tool offered by GE that examines the projected impact of lighting decisions. Neither this tool nor the analysis generated by this tool, in any way constitutes or implies either a warranty of lamp or ballast performance or a guarantee of the actual costs or savings that will be realized or the appropriateness of the solutions suggested. Kindly see and examine the Full Disclaimer; use of this tool constitutes your acceptance of the Full Disclaimer. Copyright © 2006 General Electric Company. All Rights Reserved.

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO INCREASE
VARIOUS DEPARTMENT ELECTRICAL MAINTENANCE REVENUES AND
EXPENDITURES/EXPENSES AND APPROVE THE TRANSFER AND USE OF
SALES TAX IMPROVEMENTS CASH RESERVES.**

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

- §1: Amend the 2025 annual budget to increase various department electrical maintenance revenues and expenditures/expenses:

11050000-44323	2025500003	\$26,949
11050000-44323	2025500004	17,988
21067000-44323	2025670002	59,853
12054000-44323	2025540001	5,852
10030000-44323	2025300006	3,338
10039000-44323	2025390001	71,505
11050000-44323	2025500005	56,195
11000000-33400	2025500003	13,475
11000000-33400	2025500004	8,994
21000000-33400	2025670002	29,927
12000000-33400	2025540001	2,926
10000000-33400	2025310001	1,669
10000000-33400	2025390001	35,752
11000000-33400	2025500005	28,098
25250000-49102		50,566
25267000-49109		29,927
25254000-49103		2,926
25230000-49101		1,669
25239000-49101		35,752
11000000-39114	2025500003	13,475
11000000-39114	2025500004	8,994
21000000-39114	2025670002	29,927
12000000-39114	2025540001	2,926
10000000-39114	2025300006	1,669
10000000-39114	2025390001	35,752
11000000-39114	2025500005	28,098

- §2: Approve the transfer of funds:

25250000-49102		\$50,566.00
25267000-49109		29,926.50
25254000-49103		2,925.75
25230000-49101		1,668.75
25239000-49101		35,752.45
11000000-39114	2025500003	(13,474.50)
11000000-39114	2025500004	(8,994.00)
21000000-39114	2025670002	(29,926.50)
12000000-39114	2025540001	(2,925.75)
10000000-39114	2025300006	(1,668.75)

10000000-39114	2025390001	(35,752.45)
11000000-39114	2025500005	(28,097.50)

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

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

Tom Ross, Mayor

MiKayla McWilliams, City Clerk



TO: Mayor Ross
Members of the City Council

FROM: Stefanie Stalheim, City Attorney

DATE: April 7, 2025

SUBJECT: ORDINANCE AND BUDGET AMENDMENT - TOBACCO HEARINGS

I. RECOMMENDED ACTION

It is recommended City Council approve the attached ordinance on first reading and authorize payment to be made prior to the second reading.

II. DEPARTMENT CONTACT PERSONS

Stefanie Stalheim, City Attorney, 701-857-4190

III. DESCRIPTION

A. Background

The City of Minot's Code of Ordinances regulates Tobacco Retailers within the City of Minot. See [Chapter 18 \(Licenses and Business Regulations\), Article III \(Specific Businesses and Occupations\), Division 3 \(Tobacco Retailers\)](#). Under the present ordinances, a tobacco retailer accused of violating the code can demand a hearing before a hearing officer that is not an employee or officer of the City to determine whether the violation has occurred. See. [Sec. 18-70\(b\)](#). These hearings happen infrequently, but when they do, the City retains an administrative law judge from the State of North Dakota's Office of Administrative Hearings to conduct the hearing. An invoice from the latest of these hearings is attached.

Given the infrequency of these hearings, this was not a budgeted expense for the 2025 budget and a budget amendment is necessary.

B. Proposed Project

In the interest of reducing expenses, City staff recommends amending our ordinances to forward hearing requests from tobacco retailers to the City Council, instead of a hearing officer.

C. Recommendation Detail

Forwarding these hearing requests to the City Council rather than an independent hearing officer will eliminate the need to budget for hearing officers while still affording the tobacco retailers due process. It also mirrors the City's present hearing process for alcohol retailers and taxi licenses.

Other cities around the state handle these matters in a similar fashion. The City of Grand Forks forwards these hearings to their Mayor or a designated hearing officer who makes a decision on the violation. The retailer may then appeal their decision to their City Council. See Grand Forks Municipal Code [21-2808](#). The City of Fargo's Municipal Court Judge holds their hearings for suspension or administrative penalties. See [Fargo Municipal Code 35-0105](#). The City of Bismarck's Municipal Judge performs their hearings on tobacco violations, after which their Commission can hold a separate hearing regarding whether to suspend or revoke their license. See [Bismarck Code 5-11-04 and 5-11-05](#).

Staff considered forwarding these matters to the Municipal Judge for a hearing - and that amendment is still a viable alternative. Ultimately, the staff opted to recommend a practice that is consistent with how our ordinances handle similar due process hearings (alcohol, taxi licenses, etc), but the choice is ultimately the Council's. If the Council would like staff to take a closer look at all administrative hearings and direct them to Municipal Court, staff is willing to do that.

IV. IMPACT

A. Aspirations

This aligns with the Council's 'Resilient and Prepared' aspiration.

B. Service/Delivery Impact:

Approving this ordinance will help eliminate some of the expenses associated with tobacco code enforcement while still affording retailers their due process rights.

C. Fiscal Impact

North Dakota's Office of Administrative Hearings billed their latest hearing out to the City at \$265/hr. Their Administrative Law Judge spent 10.90 hours to conduct research, schedule and conduct the hearing, and draft the final decision, for a total expense of \$2,888.50.

The penalty imposed for a first violation of [Sec. 18-69](#) is \$100.

Project Costs

The budget amendment needed to cover the administrative law judge's invoice is \$2,888.50.

Project Funding

10014000-43020 - General Fund Cash Reserves

VI. ALTERNATIVES

Alternative 1 - Designate the Municipal Judge as the hearing officer to process tobacco violations and amend the proposed ordinance to reflect the same on second reading.

Alternative 2 - Decline to approve the attached ordinance. Staff will continue to forward these hearings to a third-party administrative law judge and include requests to finance these hearings in the fiscal year 2026 budget.

Alternative 3 - Provide alternate directions to staff.

Office of Administrative Hearings

2911 N 14th St - Ste 303
Bismarck, ND 58503
Phone No.: (701) 328-3200
Fax: (701) 328-3254

Statement as of 2/28/2025
Statement no 3832

Minot, ND, City of
998.02

20250033: We Custom

		Hours	Rate	Amount
02/11/2025	HLH Request for designation letter.	0.50	265.00	132.50
02/11/2025	JJB Intra-office conference with ALJ HLH.	0.10	265.00	26.50
02/11/2025	JJB Review file regarding hearing/case status.	0.70	265.00	185.50
02/12/2025	JJB Research case law/statutes/code.	0.70	265.00	185.50
02/12/2025	JJB Schedule prehearing conference.	0.10	265.00	26.50
02/12/2025	JJB Review file regarding hearing/case status.	0.20	265.00	53.00
02/13/2025	JJB Prepare Notice of Prehearing Conference.	0.30	265.00	79.50
02/13/2025	JJB Review file regarding hearing/case status.	0.10	265.00	26.50
02/14/2025	JJB Prepare for prehearing conference.	0.60	265.00	159.00
02/18/2025	JJB Schedule hearing.	0.10	265.00	26.50
02/18/2025	JJB Conduct prehearing conference.	0.40	265.00	106.00
02/18/2025	JJB Prepare for prehearing conference.	0.30	265.00	79.50
02/19/2025	JJB Prepare Notice of Hearing.	0.50	265.00	132.50
02/19/2025	JJB Correspondence to counsel/parties - TEAMS Invite.	0.10	265.00	26.50
02/19/2025	JJB Review file regarding hearing/case status.	0.10	265.00	26.50
02/20/2025	JJB Preparation for hearing.	0.50	265.00	132.50
02/24/2025	JJB Prepare documents (orders, etc.) - exhibit list - print and mark.	0.40	265.00	106.00
02/24/2025	JJB Correspondence to counsel/parties.	0.10	265.00	26.50
02/24/2025	JJB Correspondence from counsel/parties.	0.10	265.00	26.50
02/24/2025	JJB Correspondence from counsel/parties.	0.10	265.00	26.50
02/24/2025	JJB Review file/exhibits, etc. for hearing.	0.10	265.00	26.50
02/24/2025	JJB Correspondence from counsel/parties.	0.10	265.00	26.50
02/24/2025	JJB Correspondence to counsel/parties.	0.10	265.00	26.50

02/24/2025 JJB	Review file/exhibits, etc. for hearing.	0.20	265.00	53.00
02/24/2025 JJB	Conduct hearing.	0.10	265.00	26.50
02/25/2025 JJB	Prepare documents (orders, etc.) - revise exhibit list - print & mark new.	0.20	265.00	53.00
02/25/2025 JJB	Schedule hearing.	0.10	265.00	26.50
02/25/2025 JJB	Preparation for hearing.	0.10	265.00	26.50
02/26/2025 JJB	Conduct hearing.	0.70	265.00	185.50
02/26/2025 JJB	Preparation for hearing.	0.30	265.00	79.50
02/28/2025 JJB	Prepare/edit/finalize FOF/COL/Order.	2.00	265.00	530.00
02/28/2025 JJB	Prepare documents (orders, etc.) - finalize exhibit list.	0.10	265.00	26.50
02/28/2025 JJB	Research case law/statutes/code.	0.50	265.00	132.50
02/28/2025 JJB	Closing letter/file.	0.30	265.00	79.50
Sub-total Fees:				<u>\$2,888.50</u>

Rate Summary

	10.90 hours at \$265.00/hr	<u>\$2,888.50</u>
Total hours:	10.90	<u>\$2,888.50</u>

Total Current Billing:	<u>\$2,888.50</u>
Total Now Due:	<u>\$2,888.50</u>



NORTH
Dakota | Administrative Hearings
Be Legendary.™

March 4, 2025

Nicholas Schmitz
Assistant City Attorney
City of Minot
PO Box 5006
Minot, ND 58702
attorney@minotnd.gov

Re: Matter of We Custom
OAH File No. 20250033

Dear Mr. Schmitz:

Enclosed is the original Findings of Fact, Conclusions of Law, and Order, in regard to the above-titled matter. I am closing our file and returning that portion of the record I have in my possession to you for filing with the official agency record of this matter, including the digital recording of the hearing.

Sincerely,

A handwritten signature in blue ink that reads "JBinder".

Jessica J. Binder
Administrative Law Judge

Encl.

cc: Ahmed Radwan, We Custom via email

Hope L. Hogan DIRECTOR

2911 North 14th Street - Suite 303 | Bismarck, North Dakota 58503

PHONE 701-328-3200 | FAX 701-328-3254 | oah@nd.gov | oah.nd.gov

STATE OF NORTH DAKOTA

CITY OF MINOT

IN THE MATTER OF:

We Custom

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)
)
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)
)

**FINDINGS OF FACT,
CONCLUSIONS OF LAW,
AND ORDER**

OAH File No. 20250033

STATEMENT OF THE CASE AND PROCEEDINGS

1. This proceeding arises from the request of We Custom, by and through owner Ahmed Radwan (“Radwan”), for a hearing to review the intention of the City of Minot (“City”) to impose a sanction for an alleged illegal sale of tobacco in violation of the City ordinances. The Notice of Intent to Proceed to Hearing alleged the following:

On 1/24/25 at 12:07 p.m. the Minot Police Department conducted a Tobacco Compliance Check at your business site. According to police records, an alleged illegal sale of tobacco took place at that time.

2. On February 10, 2025, the City requested designation of an administrative law judge from the Office of Administrative Hearings to preside over the matter. On February 11, 2025, Jessica J. Binder was designated to preside and issued a Notice of Prehearing Conference on February 13, 2025.

3. The telephonic prehearing conference was held as scheduled on February 18, 2025, at 3:00 p.m. Assistant City Attorney Nick Schmitz appeared on behalf of the City, along with Sergeant Jared Foley of the Minot Police Department. Radwan appeared on behalf of We Custom. The parties agreed to accept service electronically for all further documentation in the case, as well as a time and place for the hearing.

4. Administrative Law Judge Binder issued Notice of Hearing on February 19, 2025. The hearing was held as scheduled on February 26, 2025, at 1:30 p.m. via Microsoft TEAMS. Attorney Schmitz appeared on behalf of the City, along with Sergeant Jared Foley (“Sgt. Foley”) of the Minot Police Department and Dominik Degele (“Degele”), and both provided testimony. Radwan appeared on behalf of We Custom and provided testimony. Without objection, Administrative Law Judge Binder admitted exhibits 1-6 offered by the City, and an Exhibit List is attached to this decision. An audio recording was made of the hearing, and the record was closed at its conclusion.

FINDINGS OF FACT

5. In January 2025, 20-year-old Degele volunteered to assist Sgt. Foley to conduct compliance checks for the sale of tobacco products within the City of Minot. On January 24, 2025, Sgt. Foley and Degele went to the Dakota Square Mall where We Custom is located. The business predominately produces custom apparel, but also sells other merchandise, including tobacco products. Sgt. Foley remained in the outer corridor of the mall while Degele entered the business. Sgt. Foley was able to observe Degele the entire time he was in the store.

6. Degele testified he noted a sign at the entrance of We Custom advertising a sale on tobacco related products. Degele approached the clerk behind a counter and inquired about the sale and if they had any “Mango vapes.” Ex. 4. The clerk, later identified as Joshua Fahmy (“Fahmy”), retrieved some products and placed them on the counter. *Id.* Degele selected the “Geek Bar Mexico Mango” and Fahmy rang up the purchase. *Id.* Sgt. Foley testified the product is a vape pen and a nicotine product as reflected on the label of the product. Ex. 6. Degele paid with cash and was provided change along with the receipt. Ex. 5. Degele left the store carrying the product. Ex. 6. At no time did Fahmy request identification from Degele.

7. Having observed the interaction, Sgt. Foley entered the store and approached Fahmy. Sgt. Foley issued a citation to Fahmy for violation of the Minot City Ordinance relating to the sale of tobacco-related products. Ex. 1. Sgt. Foley also left Notice of Intent to Proceed to Hearing issued to We Custom. Ex. 2. Radwan, on behalf of We Custom, timely requested a hearing.

8. Radwan does not dispute that the sale occurred and that it was conducted in violation of Minot City Ordinances. Radwan requests leniency in the consequence as he has never had any violations before. Radwan explained he has been in business for approximately one year and has been the only employee. Fahmy is the first employee he has hired to help him and was in his first week of employment with We Custom. Radwan stressed that he understands the importance of requiring identification from customers purchasing tobacco-related products. He noted that he is in the process of securing equipment which will require a scan of the customer's identification to complete a purchase and ensure this situation never happens again.

CONCLUSIONS OF LAW

9. Minot City Ordinances restrict a tobacco retail sale licensee from “directly, or indirectly (i.e. by the agency of a person over whom the licensee has control by virtue of an employment relationship or otherwise), violate section 23.33.” Minot City Ordinance Sec. 18-68. Section 23.33(1) prohibits the sale of tobacco, including nicotine products, to individuals under 21 years of age. The section further requires that licensees “require a purchaser of tobacco products, who is under the age of [27 years old], to produce a photographic identification of himself or herself prior to such purchase.” Minot City Ordinance Section 23.33(6).

10. It is undisputed that on January 24, 2025, the cashier at We Custom, failed to request identification and sold a nicotine product to Degele, who is 20 years old. It is hereby found that We Custom, as Fahmy's employer, violated section 18-68 of Minot City Ordinances.

11. Where a formal finding of violation has been made, the penalty "shall be deemed to be assessed." Section 18-70 Minot City Ordinance. The civil penalty imposed on a tobacco retail licensee's violation of Minot City Ordinances is dependent on whether a licensee had any other violations within the preceding 12 months. Sec. 18-69 Minot City Ordinance. This is the first violation for We Custom, and, as such, the civil penalty is a \$100.00. Id. There is no exception to the civil penalty nor is there any other considerations to be given besides the number of violations within the preceding year.

ORDER

12. On January 24, 2025, We Custom, by and through its employee, violated Section 18-68 of Minot City Ordinance in the sale of a tobacco product, and is HEREBY assessed a \$100 fine for the violation.

Dated at Bismarck, North Dakota this 4th day of March, 2025.

State of North Dakota
City of Minot

By: J. Binder
Jessica J. Binder
Administrative Law Judge
Office of Administrative Hearings
2911 North 14th Street - Suite 303
Bismarck, North Dakota 58503
Telephone: (701) 328-3200

EXHIBIT LIST

Matter	Matter of We Custom (OAH #20250033) CITY OF MINOT					
Hearing	February 26, 2025					
No.	Description	Mkd	Ofd	Obj.	Adm	Note
1	Citation Number 5695131 with narrative (1/24/25)	X	City		X	
2	Notice of Intent to Proceed to Hearing: Sec. 18-67/Tobacco Retailers (Sale of Tobacco in Violation of City Ordinance 23-33) (1/24/25)	X	City		X	
3	Request for Hearing	X	City		X	
4	Statement of Dominik Degele	X	City		X	
5	Picture of receipt (1/24/25)	X	City		X	
6	Pictures of Geek Bar Pulse (3)	X	City		X	

STATE OF NORTH DAKOTA

CITY OF MINOT

IN THE MATTER OF:)
)
We Custom) **CERTIFICATE OF SERVICE**
 OAH File No. 20250033

.....

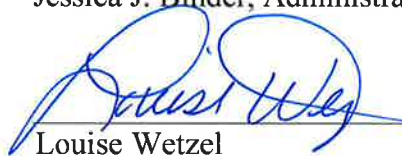
The undersigned certifies that the original of the **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER** was mailed via regular U.S. mail and a copy emailed on the 4 day of March, 2025, to:

Nicholas Schmitz
Assistant City of Attorney
City of Minot
P O Box 5006
Minot, ND 58702-5006
attorney@minotnd.gov

and that a true and correct copy of the above document was emailed on the 4 day of March 2025, to:

Ahmed Radwan
We Custom
ahmedabdellah95@gmail.com

OFFICE OF ADMINISTRATIVE HEARINGS
Jessica J. Binder, Administrative Law Judge



Louise Wetzel



ORDINANCE NO. ____

AN ORDINANCE AMENDING SECTIONS 18-70(b), (d), AND (e) (ADMINISTRATIVE PROCEDURE FOR IMPOSITION OF PENALTY) AND 18-71(a) (MISCELLANEOUS), DIVISION 3 (TOBACCO RETAILERS), ARTICLE III (SPECIFIC BUSINESSES AND OCCUPATIONS), CHAPTER 18 (LICENSES AND BUSINESS REGULATIONS) OF THE CITY OF MINOT CODE OF ORDINANCES TO FORWARD TOBACCO VIOLATION APPEALS TO THE CITY COUNCIL FOR A HEARING RATHER THAN AN ADMINISTRATIVE LAW JUDGE.

WHEREAS, the City of Minot is a political subdivision lawfully recognized in the state of North Dakota as a home rule city and has adopted a home rule charter in accordance with North Dakota Century Code (NDCC) § 40-05.1; and

WHEREAS, NDCC § 40-05.1-06 provides that the City shall have the power to implement home rule powers by ordinance, including the power to provide for the adoption, amendment, and repeal of ordinances, resolutions, and regulations to carry out its governmental and proprietary powers and to provide for public health, safety, morals, and welfare, and penalties for a violation thereof; and

WHEREAS, NDCC § 40-05.1-05 provides that a ratified home rule charter and any ordinances made pursuant thereto shall supersede state laws in conflict therewith and shall be liberally construed for such purposes; and

WHEREAS, the City of Minot now desires to modify its ordinances related to the administrative procedures and remedies for tobacco retailers within City limits to eliminate the need to retain an independent hearing officer to determine whether a violation of its ordinances occurred and place that determination in the hands of the City Council; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MINOT:

§1. That Sections 18-70(b), (d), and (e) (Administrative Procedure for Imposition of Penalty.) and 18-71(a) (Miscellaneous.) of Division 3 (Tobacco Retailers), Article III (Specific Businesses and Occupations), Chapter 18 (Licenses and Business Regulations), Code of Ordinances, City of Minot, North Dakota, are hereby amended to read as follows:

Sec. 18-70. Administrative procedure for imposition of penalty.

. . .

- (b) If a licensee who has been served by the city with a notice of a claimed violation of section 18-68 pursuant to subsection (a) of this section timely demands a hearing in respect to the claimed violation, the city shall refer the matter to a hearing officer who is not an employee or officer of the city the City Council, who shall determine whether the violation has occurred. In conducting the hearing, the hearing officer City Council shall follow such "due

process" requirements under the Fourteenth Amendment to the United States Constitution as are mandated by the circumstances.

. . .

- (d) If the ~~hearing officer provided for in subsection (b)~~ City Council makes a formal finding in writing that the licensee has committed the violation charged, the penalty applicable thereto shall be deemed to be assessed (in the case of a fine), or shall commence (in the case of a suspension) on the fourth business day following the date of service of such written finding on the licensee, which service may be made in person or by mail. In calculating such fourth business day the date of personal service shall be disregarded, and if service is made by mail the imposition of the penalty shall be delayed an additional three (3) business days. (The waiting period is provided to allow a licensee who is dissatisfied with a decision of the ~~hearing officer~~ City Council time in which to seek judicial review of, and temporary relief from, that decision.)
- (e) If the licensee fails to serve upon the city a timely demand for a hearing, or acknowledges in writing the occurrence of the violation of which the licensee is charged, whichever first occurs, such failure or acknowledgement shall be deemed to be the equivalent to a written finding by the ~~hearing officer~~ City Council that an offense has been committed. The licensee shall be deemed—by virtue of such failure to demand a hearing, or by such acknowledgement of a violation—to have waived the waiting period otherwise provided, and the applicable penalty shall be imposed on the first business day following the day when such failure or acknowledgement occurs.

Sec. 18-71. Miscellaneous.

- (a) In the event that a licensee receives an adverse decision from a ~~hearing officer~~ the City Council as the result of a hearing provided for in section 18-70, the licensee shall be deemed to have exhausted its administrative remedies for purpose of the doctrine of law which requires administrative remedies to be exhausted as a precondition to judicial review.

. . .

§2. This Ordinance shall become effective upon final passage and approval.

PASSED FIRST READING: _____

PASSED SECOND READING: _____

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Thomas Ross, Mayor

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO INCREASE THE
CITY ATTORNEY PROFESSIONAL SERVICES EXPENDITURES FOR
ADMINISTRATIVE HEARING FEES AND APPROVE THE USE OF GENERAL
FUND CASH RESERVES.**

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

§1: An ordinance amending the 2025 annual budget to increase the City Attorney Professional Services expenditures:

10014000-43020		\$2,889
----------------	--	---------

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

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk



TO: Mayor Ross
Members of the City Council

FROM: Stefanie Stalheim, City Attorney
Harold Stewart, City Manager

DATE: April 7, 2025

**SUBJECT: APPROVE BUDGET AMENDMENT FOR EMPLOYMENT
INVESTIGATION SERVICES**

I. RECOMMENDED ACTION

It is recommended City Council approve the budget amendment for employment investigation services on first reading and approve the payment for services rendered prior to second reading of the budget amendment.

II. DEPARTMENT CONTACT PERSONS

Stefanie Stalheim, City Attorney, 701-857-4190
Harold Stewart, City Manager, 701-857-4721

III. DESCRIPTION

A. Background

On September 27, the City Council held a special meeting and approved a retainer agreement with a third-party investigator to investigate allegations of a hostile work environment, inconsistent discipline, staff confidence in leadership, staff retention, staff morale, and staff concerns of retaliation at the Minot Police Department and Minot Central Dispatch. Yvette Heintzelman was approved to perform these services and has been on site conducting interviews and preparing the report.

B. Proposed Project

At the time of approving the agreement and investigating services, staff prepared an estimate of what these services would cost. The services have exceeded the original estimate and we need an additional budget amendment to pay for the services rendered.

C. Recommendation Detail

It is recommended City Council approve the additional budget amendment for the employment investigation services using budget savings in personnel costs and authorize the payment prior to a second reading of the budget amendment.

IV. IMPACT

A. Aspirations

Hiring an investigator aligns with the City's "resilient and prepared" aspiration.

B. Service/Delivery Impact:

This investigation provided the City Manager and Council with an investigatory report regarding the complaints voiced regarding Minot Police Department and Central Dispatch management.

C. Fiscal Impact

The cost for these services will come from budget savings in personnel costs. The attached proposed ordinance is recommended to allocate the funding appropriately.

Estimated cost - \$50,000

VI. ALTERNATIVES

N/A

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO INCREASE THE
POLICE DEPARTMENT PROFESSIONAL ATTORNEY SERVICES EXPENDITURES
AND DECREASE THE SALARY EXPENDITURES FOR AN EMPLOYMENT
INVESTIGATION.**

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

- §1: Amend the 2025 annual budget to increase the Police department professional attorney services expenditures and decrease the salary expenditures for an employment investigation:

10021000-43020		\$50,000
10021000-41100		(50,000)

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

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

Tom Ross, Mayor

MiKayla McWilliams, City Clerk



TO: Mayor Ross
Members of the City Council

FROM:

DATE: April 7, 2025

SUBJECT: PROPERTY TAX EXEMPTION RESOLUTION FOR CHILDCARE CENTERS

I. RECOMMENDED ACTION

It is recommended City Council adopt the attached resolution related to property tax exemptions on Childcare Centers.

II. DEPARTMENT CONTACT PERSONS

Lisa Olson, City Council Member

III. DESCRIPTION

A. Background

The Committee on Childcare met on March 31, 2025, and reviewed information presented by the City of Minot Assessor, Ryan Kamrowski. The information pertained to childcare centers located within the city of Minot. At present, there are some for-profit childcare centers which are not levied a property tax because they are located within a building that is otherwise tax-exempt. There are currently for-profit childcare centers that are levied a property tax because they are located within a commercial building.

B. Proposed Project

N/A

C. Recommendation Detail

The Committee on Childcare members present at this meeting agreed that the resolution should be considered by the City Council for adoption as it remedies the inequities among childcare centers and it promotes the committee's desire to make childcare accessible and affordable for families.

IV. IMPACT

A. Aspirations

Dynamic and Flourishing

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

Property taxes have not been collected from childcare centers that are located in buildings that are considered tax exempt. If the resolution is adopted, there is not a loss or gain in property tax dollars collected from childcare centers located in tax exempt buildings, but if the resolution is not adopted there would be an estimated gain of approximately \$133,000. If the resolution is adopted there would be an estimated loss of approximately \$44,000 that is currently collected from childcare centers operating in a commercial building.

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

The City Council could chose to not approve the resolution.



RESOLUTION NO. _____

**PROPERTY TAX EXEMPTION FOR EARLY CHILDHOOD OR ADULT DAY CARE
SERVICE PROVIDERS.**

WHEREAS, the City of Minot is a home rule city, has adopted a home rule charter in accordance with chapter 40-05.1 of the North Dakota Century Code (N.D.C.C.), and has the authority to adopt resolutions and regulations to carry out its governmental and proprietary powers and to provide for public health, safety, morals, and welfare, and penalties for a violation thereof;

WHEREAS, N.D.C.C. § 57-02-08(36) permits the governing body of a city, for property within city limits, or of the county, for property outside city limits, may grant a property tax exemption for the portion of fixtures, buildings, and improvements, used primarily to provide early childhood services by a corporation, limited liability company, or organization licensed under chapter 50-11.1 or used primarily as an adult day care center with conditions; and

WHEREAS, the Minot City Council in passing this resolution desires to grant the property tax exemption as contemplated in N.D.C.C. § 57-02-08(36); and

THEREFORE, BE IT HEREBY RESOLVED, by the Minot City Council that a property tax exemption is hereby approved for property within city limits for the portion of fixtures, buildings, and improvements, used primarily to provide early childhood services by a corporation, limited liability company, or organization licensed under N.D.C.C. chapter 50-11.1 or used primarily as an adult day care center, provided that all of the following conditions are met:

- a) Special assessments and taxes on the property are not delinquent; and
- b) The property is not used as a residence.

This exemption shall apply regardless of whether the early childhood or adult day care service provider owns the property.

No exemption shall be granted by the City of Minot until the person seeking the tax exemption files the application for such exemption with the City Assessor's office on a form to be supplied by the City Assessor's office, and a complete interior and exterior inspection along with an appraisal has been completed by the City Assessor's office. The application for this tax exemption must be filed with the City Assessor's office and the inspection completed by February 1 of each year in order to qualify for this exemption. Failure to file the application and complete the inspection each year will result in ineligibility for the tax exemption.

BE IT FURTHER RESOLVED that the tax exemption granted by this resolution is effective for exemptions approved by the city after formal adoption of this resolution and cannot be combined with any other exemption.

BE IT FURTHER RESOLVED that this tax exemption shall remain effective until repealed by the Minot City Council or the authority to allow this tax exemption is repealed from state law.

Adopted this ____ day of _____, 20__.

ATTEST:

APPROVED:

Mikayla McWilliams, City Clerk

Tom Ross, Mayor

Childcare Centers to be added to the 2025 assessments *Valuations and Tax amounts are estimated*										
Parcel	Address	Property Owner	DBA	Sqft	Valuation	Asmt/Sqft	Estimated Tax	Prop Tax/Sqft	Stats	
MI14.C79.000.0010	800 University Ave W	CHURCH OF ST THERESE THE LITTLE FLOWER - MINOT TRUSTEE, INC	The Learning Tree	16026	\$1,740,000	\$108.57	\$ 29,667.00	\$ 1.85		
MI02.876.010.0000	3705 11th St SW	OUR SAVIOR LUTHERAN CHURCH	Little Hands Loving Hearts CDC	6840	\$635,000	\$92.84	\$ 10,826.75	\$ 1.58	Mean	\$1.85
MI25.991.010.0010	1800 Hiawatha St	ZION LUTHERAN CHURCH	Childrens Garden Preschool						Median	\$1.85
MI24.121.001.0000	1024 2nd St SE	VINCENT METHODIST EPISCOPAL CHURCH	Little Legends	9661	\$1,000,000	\$103.51	\$ 17,050.00	\$ 1.76	Range	\$1.39
MI13.288.253.0092	1000 3rd St NE	MINOT COMMUNITY PRESBYTERIAN CHURCH	Escuela	6200	\$780,000	\$125.81	\$ 13,299.00	\$ 2.15	Minimum	\$1.09
MI13.315.000.0071	120 5th Ave NW	FIRST LUTHERAN CHURCH OF MINOT	Acorn Hollow	26132	\$1,670,000	\$63.91	\$ 28,473.50	\$ 1.09	Maximum	\$2.48
MI15.E06.000.0010	502 17th St NW	CHRIST LUTHERAN CHURCH	Magic City Daycare	10644	\$1,550,000	\$145.62	\$ 26,427.50	\$ 2.48		
MI15.113.000.0070	1105 16th St NW	WEST SIDE CHURCH OF GOD	ABC Childcare Center	3995	475000	\$118.90	\$ 8,098.75	\$ 2.03		
MI24.102.280.0060	215 3rd Ave SE	BETHANIA SKANDINAVIAN EVANGELICAL LUTHERAN CHURCH	Bountiful Preschool	TBD	TBD	TBD	TBD	TBD		
MI11.953.040.0120	400 22nd Ave NW	MINOT RIVER OF LIFE ASSEMBLY OF GOD, INC	Little River Childcare	TBD	TBD	TBD	TBD	TBD		
Childcare Centers Currently Assessed										
Parcel	Address	Property Owner	DBA	Sqft	Valuation	Asmt/Sqft	Estimated Tax	Prop Tax/Sqft		
MI02.218.000.0030	3001 N Broadway	MINOT BUILDING, LLC	Destiny Childcare	3000	\$171,000.0	\$57.00	\$ 2,915.55	\$ 0.97		
MI25.781.000.0020	601 18th Ave SE	MAGIC CITY FINANCIAL GROUP LP	Creative Beginnings Day Care	3200	\$465,000.0	\$145.31	\$ 7,928.25	\$ 2.48		
MI02.G27.000.0010	401 40th Ave SW	TIMBER MINOT PROPERTIES, LP	Li'l Acorns	8618	\$1,229,000.0	\$142.61	\$ 20,954.45	\$ 2.43		
MI24.397.020.0020	1016 Burdick Expy E	WALLEYE SLAYER LLC	Tadpole Childcare	3652	\$494,000.0	\$135.27	\$ 8,422.70	\$ 2.31		
MI11.133.010.0041	2121 N Broadway	WATTS, ROOSEVELT W	Watts Little Totts Daycare	2158	\$175,000.0	\$81.09	\$ 2,983.75	\$ 1.38		



TO: Mayor Ross
Members of the City Council

FROM: Jennifer Eckman, Airport Director

DATE: April 7, 2025

**SUBJECT: 2025 AIRPORT PASSENGER FACILITY CHARGE (PFC)
APPLICATION**

I. RECOMMENDED ACTION

- 1. It is recommended City Council approve the 2025 Passenger Facility Charge (PFC) Application and SEH Proposal to be conducted by Short Elliott Hendrickson Inc. (SEH);**
- 2. Approve the attached BA on the first reading; and**
- 3. Authorize the Mayor to sign the agreement.**

II. DEPARTMENT CONTACT PERSONS

Maria Romanick, Operations & Maint. Manager, 701-420-4503
Jessica Long, Business & Development Man., 701-857-4725

III. DESCRIPTION

A. Background

The Passenger Facility Charge (PFC) is a fee added to airfare that airports can use to fund FAA-approved infrastructure projects. The PFC Program allows the collection of PFC fees up to \$4.50 for every enplaned passenger at commercial airports controlled by public agencies.

PFCs provide a significant source of funding for various capital improvement projects. These projects can include construction, planning, zoning, environmental initiatives, and more. By collecting PFCs, airports can better finance eligible projects more effectively, ensuring better facilities and services for passengers.

FAA requires an application to be created and reviewed by stakeholders, including the airlines, identifying projects requested to be funded with the PFC program.

B. Proposed Project

The proposed project will include the preparation of a Passenger Facility Charge (PFC) application, as well as any required ancillary work items and stakeholder coordination. The project team will obtain necessary approval from the Airport Sponsor and FAA.

C. Recommendation Detail

Minot International Airport's current Passenger Facility Charge (PFC) is nearing its approved collection amount. To continue collecting PFCs and to avoid any interruptions in PFC collections, a new PFC application is necessary. By securing additional PFC funding, the airport can effectively manage its ongoing and future projects.

SEH is the engineer of record as was approved at the City Council meeting on May 17, 2021.

IV. IMPACT

A. Aspirations

The proposed recommendation will enable the airport to be safe and welcoming, as the funded projects with the PFC program focus on airport infrastructure improvements and improved passenger experiences. This project is to complete a new PFC application to ensure no interruption in PFC collection, which will assist in funding the local share of eligible capital improvement projects at the Minot International Airport.

B. Service/Delivery Impact:

This will allow uninterrupted collection of PFCs to help finance past and/or future capital improvement projects at the Minot International Airport. The current process of a PFC application takes between three and six months to complete. The FAA Airport District Office (ADO) has requested that we begin the process in 2025 to avoid interruptions to collection.

C. Fiscal Impact

Project Costs

PFC Application Production - \$27,300

Project Funding

The PFC Application can be funded with the PFC program and will be reimbursed via PFC collections. The annual PFC collection is between \$630,000-700,000. The time to collect the PFC to cover the cost is approximately two weeks.

Until the funding can be collected through the PFC, funds from Equipment will be used and the purchase of a new mower deck will be postponed.

VI. ALTERNATIVES

1. An alternate the City Council could recommend that this project be postponed or denied, resulting in an interruption in PFC collections, which may result in a higher local match for eligible capital improvement projects.

Supplemental Letter Agreement

In accordance with the Master Agreement for Professional Services between City of Minot, North Dakota ("Client"), and Short Elliott Hendrickson Inc. ("Consultant"), effective 8/31/2021, this Supplemental Letter Agreement dated _____ authorizes and describes the scope, schedule, and payment conditions for Consultant's work on the Project described as: 2025 Passenger Facility Charge (PFC) Application.

Client's Authorized Representative: Jennifer Eckman, Airport Director

Address: Minot International Airport (MOT)
305 Airport Road Suite 216, Minot ND 58703

Telephone: 701-857-4724 **email:** Jennifer.eckman@minotnd.gov

Project Manager: Jacqueline Zirbes

Address: 3535 Vadnais Center Dr.
St. Paul, MN 55110-5196

Telephone: 651-765-5904 **email:** jzirbes@sehinc.com

Scope: The Basic Services to be provided by Consultant are included in Attachment A.

Schedule: Services to be initiated at the direction of the City of Minot, with a service completion date no later than July 1, 2025.

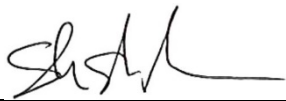
Payment: A retainer in the amount of \$0.00 will be paid in advance of Consultant starting work and will be applied to the final invoice(s). The lump sum fee is \$27,300 including expenses and equipment. See Attachment B reflecting the estimate of labor, fees, and expenses.

The payment method, basis, frequency, and other special conditions are set forth in attached Exhibit A-2.

Other Terms and Conditions: Other or additional terms contrary to the Master Agreement for Professional Services that apply solely to this project as specifically agreed to by signature of the Parties and set forth herein: None.

Short Elliott Hendrickson Inc.

City of Minot, North Dakota

By: 
Shawn McMahon
Title: Regional Practice Center Leader

By: _____
Title: _____

Attachment A
Scope of Work
2025 Passenger Facility Charge (PFC) Application
Minot International Airport
Minot, North Dakota
February 19, 2025

General – The Minot International Airport intends to impose a Passenger Facility Charge (PFC) and to use PFC revenue at Minot International Airport (MOT) to recover local funds used to match Airport Improvement Program (AIP) grants for future capital improvement projects and equipment at the Airport.

The PFC Program allows the collection of PFC fees up to \$4.50 for every enplaned passenger at commercial airports controlled by public agencies. Airports use these fees to fund FAA-approved projects that enhance safety, security, or capacity; reduce noise; or increase air carrier competition.

This work scope includes:

Study Element 1: Project Initiation, Coordination, and Administration

Task 1.1 – Project Scoping and Contract Development – Short Elliott Hendrickson (SEH and/or Consultant) will coordinate with the Sponsor and Federal Aviation Administration (FAA) to develop the appropriate work scope, define tasks, lines of communication and establish project goals and objectives. Project fees will be prepared using the final Scope of Work. An agreement will be developed from the Final Scope of Work and approved fees. One (1) virtual meeting with the FAA is scoped for creation and approval of PFC project list (Attachment H).

Deliverables: Project Work Scope, Agreement

Task 1.2 – Meetings

Two (2) virtual meetings with the FAA are included (**Task 1.1** and **2.4**).

One (1) Air Carrier Consultation Meeting (**Task 2.2**).

One (1) meeting with Airport staff is included (**Task 2.4**).

Task 1.3 – Project Coordination – SEH will maintain contact with Airport staff and FAA through e-mail, regular mail, phone, working papers and deliverables. Airport staff and FAA will have the opportunity to review and comment on the project deliverables. This task includes time to coordinate, meet and build consensus with these groups and also time to make revisions per their recommendations.

Task 1.4 – Project Administration - SEH will provide project administration and management services as required to complete the project within the conditions of this agreement. Administration and management duties will include preparation of a budget and schedule, holding internal project meetings to monitor progress, and preparing monthly invoices.

Task 1.5 – Quality Assurance and Control – SEH will implement and carry-out internal quality control for the project. Independent peer review will be conducted at each phase of the project to check content and product quality. Throughout the project, SEH will be responsible for draft and final product deliverables.

Deliverables: Project scope, agreement, and meetings.

Study Element 2: PFC Application

The PFC Application will include the items outlined below. The deliverable for this element is stated at the end of this section. This scope does not include an amendment to the approved PFC to amend the collection amount or scope of an identified project in the application. If needed, an amendment would be included in future contact.

Task 2.1 – Notice for Air Carriers – Develop and mail a written notice to air carries of the PFC and projects to be funded.

Task 2.2 – Air Carrier Consultation Meeting – Arrange for and attend one (1) meeting for air carriers. The air carrier consultation meeting will be held to present projects being considered for PFC.

Task 2.3 - Notice for Public Comment – Develop written notice for the opportunity for public comment and assist Airport Sponsor with distribution of notice to appropriate media publications.

Task 2.4 – Draft PFC Application – Complete a draft PFC application for review by the Airport Sponsor and the FAA Airports District Office (ADO). One (1) virtual meeting with the FAA ADO and one (1) virtual meeting with the Sponsor is included to ensure the draft application meets all federal regulations and requirements.

Task 2.5 – Final PFC Application – Incorporate any comments from the Airport Sponsor and the FAA into the final document.

Deliverables: Final PFC Application approved by the Airport Sponsor and FAA ADO.

Attachment B
Estimated Fee and Expenses
2025 Passenger Facility Charge (PFC) Application
Minot International Airport
Minot, North Dakota

Task No.	Task Description	Sr. Manager	Project Manager	Project Engineer	Admin Technician	Task Total
<i>Study Element 1: Project Initiation, Coordination, and Administration</i>						
1.1	Project Scoping and Contract Development	1	2		2	5
1.2	Meetings (3) (Two Virtual, 1 In-Person)		9			9
1.3	Project Coordination		12			12
1.4	Project Administration		8			8
1.5	Quality Assurance and Control	2	8		2	12
<i>Study Element 2: PFC Application</i>						
2.1	Notice for Air Carriers		4		1	5
2.2	Air Carrier Meeting		18			18
2.3	Notice for Public Comment		4		1	5
2.4	Draft PFC Application	2	40	8	2	52
2.5	Final PFC Application		8		2	10
Total hours per labor category		5	113	8	10	136

ESTIMATE OF LABOR COSTS:

Labor Category	Hours	Rate	Extension
Sr. Manager	5	\$ 87.65	\$438.25
Project Manager	113	\$ 56.11	\$6,340.43
Project Engineer	8	\$ 52.32	\$418.56
Admin Technician	10	\$ 35.44	\$354.40
Total Direct Labor Costs:	136		\$7,551.64
Labor and Administrative Overhead			\$14,348.12
Fee (15%)			\$3,284.96
Total Labor Costs			\$25,184.72

ESTIMATE OF EXPENSES:

Direct Expenses	Quantity	Rate	Extension
Computer Usage	136	\$5.55	\$754.80
Mileage	0	\$0.67	\$0.00
Travel Expenses - Flight, Car Rental	1	\$850.00	\$850.00
Travel Expenses - Hotel, Food	1	\$250.00	\$250.00
Reproductions / Miscellaneous	1	\$100.00	\$100.00
Presentation Materials	1	\$200.00	\$200.00
Total Expenses			\$2,154.80

SUMMARY:

Estimated Total	\$27,339.52
Total	\$27,300.00

Exhibit A-2
to Supplemental Letter Agreement
Between City of Minot, North Dakota (Client)
and
Short Elliott Hendrickson Inc. (Consultant)
Dated _____

Payments to Consultant for Services and Expenses
Using the Lump Sum Basis Option

The Agreement for Professional Services is amended and supplemented to include the following agreement of the parties:

A. Lump Sum Basis Option

The Client and Consultant select the Lump Sum Basis for Payment for services provided by Consultant. During the course of providing its services, Consultant shall be paid monthly based on Consultant's estimate of the percentage of the work completed. Necessary expenses and equipment are provided as a part of Consultant's services and are included in the initial Lump Sum amount for the agreed upon Scope of Work. Total payments to Consultant for work covered by the Lump Sum Agreement shall not exceed the Lump Sum amount without written authorization from the Client.

The Lump Sum amount includes compensation for Consultant's services and the services of Consultant's Consultants, if any for the agreed upon Scope of Work. Appropriate amounts have been incorporated in the initial Lump Sum to account for labor, overhead, profit, expenses and equipment charges. The Client agrees to pay for other additional services, equipment, and expenses that may become necessary by amendment to complete Consultant's services at their normal charge out rates as published by Consultant or as available commercially. Amendment to be approved by Client in advance via written authorization.

B. Expenses Not Included in the Lump Sum

The following items involve expenditures made by Consultant employees or professional consultants on behalf of the Client and shall be paid for as described in this Agreement.

1. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Client.
2. Other special expenses required in connection with the Project.

The Client shall pay Consultant monthly for expenses not included in the Lump Sum amount.

Master Agreement for Professional Services

This Master Agreement for Professional Services is effective as of 8/31/21 between City of Minot ("Client") and Short Elliott Hendrickson Inc. ("Consultant").

By entering into this Agreement, Client agrees to utilize the professional services of Consultant and Consultant agrees to provide the professional services described in this Agreement, exhibits or attachments. The attached General Conditions of the Agreement for Professional Services (General Conditions Rev. 07.14.16) and attached Exhibit C shall apply to all work performed by Consultant on behalf of Client. Individual projects requested by Client on an as needed basis and accepted by Consultant will be described in Supplemental Letter Agreements ("SLA") with other optional exhibits and attachments cited. Nothing herein shall be deemed to require Client to retain Consultant or require Consultant to provide services beyond those specified in Supplemental Letter Agreements.

The following optional exhibits may be attached to an SLA: Exhibit A for Lump Sum Payments, and Exhibit B for Resident Project Representative Duties/Responsibilities.

This Master Agreement for Professional Services, General Conditions, Exhibits, and Attachments to Exhibits (collectively referred to as the "Agreement") represent the entire understanding between Client and Consultant and supersedes all prior contemporaneous oral or written agreements with respect to the services to be provided by Consultant hereunder. In the event of a conflict between the documents, this document and the attached General Conditions shall take precedence over all Exhibits unless alternate terms have been specifically agreed to on the SLA under "Other Terms and Conditions". The SLA shall take precedence over Exhibits. This Agreement may not be amended except by written agreement signed by the authorized representatives of each party.

The General Conditions of the Agreement for Professional Services are modified as follows:

The final sentence of Section I(C)(1) is replaced with the following: "Upon notification and receipt of approval from Client to move forward with additional services in writing, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client."

Section IV(B)(1) is replaced with the following: "Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore, to the extent allowed by North Dakota Century Code, the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site."

Section V(B)(1) is replaced with the following: "Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located in a District Court located in Ward County, North Dakota."

Section VI(B)(2) is replaced with the following: "Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to rates as set forth in North Dakota's open records statutes."

The final sentence of Section VI(C)(1) is replaced with the following: "To the extent allowed by North Dakota law, Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent."

Short Elliott Hendrickson Inc.

By: _____

Title: Principal

City of Minot

By: _____

Title: Mayor

General Conditions of the Agreement for Professional Services

SECTION I – SERVICES OF CONSULTANT

A. General

1. Consultant agrees to perform professional services as set forth in the Agreement for Professional Services or Supplemental Letter Agreement ("Basic Services"). Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Consultant's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Consultant, the time of performance and compensation for Consultant's services shall be adjusted equitably. The Client agrees that Consultant is not responsible for damages arising directly or indirectly from delays beyond Consultant's control. If the delays resulting from such causes increase the cost or the time required by Consultant to perform its services in accordance with professional skill and care, then Consultant shall be entitled to a equitable adjustment in schedule and compensation.

C. Additional Services

1. If Consultant determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, Consultant's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Consultant shall promptly notify the Client regarding the need for additional services. Upon notification and in the absence of a written objection, Consultant shall be entitled to additional compensation for the additional services, and to an extension of time for completion of additional services absent written objection by Client.
2. Additional services shall be billed in accord with agreed upon rates, or if not addressed, then at Consultant's standard rates.

D. Suspension and Termination

1. If Consultant's services are delayed or suspended in whole or in part by Client, or if Consultant's services are delayed by actions or inactions of others for more than 60 days through no fault of Consultant, then Consultant shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Consultant.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.
3. This Agreement may be terminated by either party upon thirty days' written notice without cause. All provisions of this Agreement allocating responsibility or liability between the Client and Consultant shall survive the completion of the services hereunder and/or the termination of this Agreement.
4. In the event of termination, Consultant shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

SECTION II – CLIENT RESPONSIBILITIES

A. General

1. The Client shall, in proper time and sequence and where appropriate to the Project, at no expense to Consultant, provide full information as to Client's requirements for the services provided by Consultant and access to all public and private lands required for Consultant to perform its services.
2. The Consultant is not a municipal advisor and therefore Client shall provide its own legal, accounting, financial and insurance counseling and other special services as may be required for the Project. Client shall provide to Consultant all data (and professional interpretations thereof) prepared by or services performed by others pertinent to Consultant's services, including but not limited to, previous reports; sub-surface explorations; laboratory tests and inspection of samples; environmental assessment and impact statements, surveys, property descriptions; zoning, deed and other land use restrictions; as-built drawings, electronic data base and maps. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information shall be the responsibility of the Client.
3. Client shall provide prompt written notice to Consultant whenever the Client observes or otherwise becomes aware of any changes in the Project or any defect in Consultant's services. Client shall promptly examine all studies, reports, sketches, opinions of construction costs, specifications, drawings, proposals, change orders, supplemental agreements and other documents presented by Consultant and render the necessary decisions and instructions so that Consultant may provide services in a timely manner.
4. Client shall require all utilities with facilities within the Client's Project site to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the Project, submit a schedule of the necessary relocation/protection activities to the Client for review and comply with agreed upon schedule. Consultant shall not be liable for damages which arise out of Consultant's reasonable reliance on the information or services furnished by utilities to Client or others hired by Client.
5. Consultant shall be entitled to rely on the accuracy and completeness of information or services furnished by the Client or others employed by the Client and shall not be liable for damages arising from reasonable reliance on such materials. Consultant shall promptly notify the Client if Consultant discovers that any information or services furnished by the Client is in error or is inadequate for its purpose.

SECTION III – PAYMENTS

A. Invoices

1. Undisputed portions of invoices are due and payable within 30 days. Client must notify Consultant in writing of any disputed items within 15 days from receipt of invoice. Amounts due Consultant will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) for invoices 30 days past due. Consultant reserves the right to retain Instruments of Service until all invoices are paid in full. Consultant will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or Instruments of Service until all invoices are paid in full. Consultant shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney's fees, incurred in connection with collecting amounts owed by Client.
2. Should taxes, fees or costs be imposed, they shall be in addition to Consultant's agreed upon compensation.
3. Notwithstanding anything to the contrary herein, Consultant may pursue collection of past due invoices without the necessity of any mediation proceedings.

SECTION IV – GENERAL CONSIDERATIONS

A. Standards of Performance

1. The standard of care for all professional engineering and related services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily exercised by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.
2. Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with its construction contract or the construction documents prepared by Consultant. Client acknowledges Consultant will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Consultant shall have no authority over or responsibility for the contractor's acts or omissions, nor for its means, methods or procedures of construction. Consultant's services do not include review or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.
3. If requested in the scope of a Supplemental Letter Agreement, then Consultant may provide an Opinion of Probable Construction Cost. Consultant's Opinions of Probable Construction Cost provided for herein are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Consultant. If Client wishes greater assurance as to probable Construction Cost, Client shall employ an independent cost estimator or negotiate additional services and fees with Consultant.

B. Indemnity for Environmental Issues

1. Consultant is not a user, generator, handler, operator, arranger, storer, transporter or disposer of hazardous or toxic substances, therefore the Client agrees to hold harmless, indemnify and defend Consultant and Consultant's officers, directors, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind at the site.

C. Limitations on Consultant's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Consultant's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not exceed five hundred thousand dollars (\$500,000). In the event Client desires limits of liability in excess of those provided in this paragraph, Client shall advise Consultant in writing and agree that Consultant's fee shall increase by 1% for each additional five hundred thousand dollars of liability limits, up to a maximum limit of liability of five million dollars (\$5,000,000).
2. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are foreseeable and are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.
3. It is intended by the parties to this Agreement that Consultant's services shall not subject Consultant's employees, officers or directors to any personal legal exposure for the risks associated

with this Agreement. The Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, and not against any of Consultant's individual employees, officers or directors, and Client knowingly waives all such claims against Consultant individual employees, officers or directors.

D. Assignment

1. Neither party to this Agreement shall transfer, sublet or assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any assignment in violation of this subsection shall be null and void.

SECTION V – DISPUTE RESOLUTION

A. Mediation

1. Any dispute between Client and Consultant arising out of or relating to this Agreement or services provided under this Agreement, (except for unpaid invoices which are governed by Section III), shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise. Mediation shall occur within 60 days of a written demand for mediation unless Consultant and Client mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any dispute not settled through mediation shall be settled through litigation in the state where the Project at issue is located.

SECTION VI – INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Consultant pursuant to this Agreement are Consultant's Instruments of Service ("Instruments of Service") and Consultant retains all ownership interests in Instruments of Service, including all available copyrights.
2. Consultant shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Consultant prior to, or acquired by Consultant during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Consultant shall not be restricted in any way with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Consultant has been paid in full for its services, Client shall have the right in the form of a license to use Instruments of Service resulting from Consultant's efforts on the Project. Consultant shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Consultant and its subconsultants and the right to reuse component information contained in them in the normal course of Consultant's professional activities. Consultant shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Consultant's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Consultant pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other Project. Any reuse of the Instruments of Service without written consent or adaptation by Consultant for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Consultant; and the Client shall release Consultant from all claims arising from such use. Client shall also defend, indemnify and hold harmless Consultant from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Consultant documents without written consent.

Exhibit C to Master Agreement for Professional Services

ACCESS TO RECORDS AND REPORTS

Short Elliott Hendrickson, Inc. ("Contractor") must maintain an acceptable cost accounting system. The Contractor agrees to provide the Federal Aviation Administration ("sponsor") and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than five years after final payment is made and all pending matters are closed.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the contractor or its subcontractors 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 City of Minot ("Owner") will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

GENERAL CIVIL RIGHTS PROVISIONS

The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the contractor and subtier contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

Title VI Solicitation Notice:

The **Sponsor**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be

notified by the contractor of the contractor's obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the Contractor certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the

standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

COPELAND "ANTI-KICKBACK" ACT

Contractor must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein:

Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage

determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The Federal Aviation Administration or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly

rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If

the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination; Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§ 26.13) - SEH or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (§26.29) - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment the prime contractor receives from Owner. The prime contractor agrees further to return retainage payments to each subcontractor within fifteen (15) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201 *et seq.*).

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such

provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

FEDERAL FAIR LABOR STANDARDS ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

CERTIFICATION REGARDING LOBBYING

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an 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.
- (2) If any funds other than Federal 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

OCCUPATIONAL SAFETY AND HEALTH ACT

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHTS TO INVENTIONS

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- a) The applicant represents that it is () is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- b) The applicant represents that it is () is not (✓) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

Termination for Convenience (Professional Services)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Default (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project;
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold

Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R., unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2025 ANNUAL BUDGET TO INCREASE THE
AIRPORT CONSULTANT EXPENDITURES AND DECREASE CAPITAL
EQUIPMENT EXPENDITURES FOR PASSENGER FACILITY CHARGE
APPLICATION NINE.**

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

§1: An ordinance amending the 2025 annual budget to increase the Airport consultant expenditures and decrease capital equipment expenditures for PFC application nine:

11050000-43040		\$27,300
11050000-57500		(\$27,300)

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

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

Thomas Ross, Mayor

Mikayla McWilliams, City Clerk



TO: Mayor Ross
Members of the City Council

FROM: Mikayla McWilliams, City Clerk
Dale Plessas, Police Captain

DATE: April 7, 2025

SUBJECT: ALCOHOLIC BEVERAGE LICENSE

I. RECOMMENDED ACTION

It is recommended City Council approve the Ironwood Hospitality, LLC dba the Beowulf Grill (1912 Valley Bluffs Dr Se) Private Golf Course license for April 7, 2025 to December 31, 2025.

II. DEPARTMENT CONTACT PERSONS

Mikayla McWilliams, City Clerk, 701-857-4752
Dale Plessas, Police Captain, 701-857-9800

III. DESCRIPTION

A. Background

In order to renew an alcoholic beverage license, an application must be submitted for review by the Police Department and inspections are done by the Building Official and Fire Marshal. Complete renewal applications approved by the Police Chief.

B. Proposed Project
N/A

C. Recommendation Detail

If the establishment would like to sell alcohol, the license needs to be approved by City Council prior to that time.

IV. IMPACT

A. Aspirations

Safe and Welcoming - aligns with this process by ensuring each license holder follows the City of Minot and State of ND laws pertaining to alcohol licensing.

B. Service/Delivery Impact:

N/A

C. Fiscal Impact

The fees vary depending on the type of license and are deposited into the appropriate general fund revenue account.

Project Costs

N/A

Project Funding

N/A

VI. ALTERNATIVES

The City Council could deny the license and the golf course could not sell alcohol until City Council approves the license for 2025.