

U. S. Department of Housing and Urban Development



Community Planning and Development

Region VIII, Denver
1670 Broadway Street
Denver, Colorado 80202-4801

Phone: 303-672-5414
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September 21, 2016

Ms. Cindy Hemphill, Finance Director
City of Minot
PO Box 5006
Minot, ND 58702-5006

Dear Ms. Hemphill:

The Department of Housing and Urban Development (HUD) is pleased to submit, for your execution, the P.L. 113-2 Community Development Block Grant for National Disaster Resiliency (CDBG-NDR) grant agreement for an allocation of \$74,340,770 of funding.

Please sign the attached three documents, retain one copy for your file, and return the remaining two copies to our office. If you need any assistance with your grants, please contact Terrance Ware, Disaster Recovery Specialist, at (303) 839-2639 or via email at terrance.l.ware@hud.gov.

Sincerely,

A handwritten signature in blue ink, appearing to read "Aaron Gagné", with a long horizontal flourish extending to the right.

Aaron Gagné
Director
Community Planning & Development

Enclosure

Funding Approval/Agreement

Title I of the Housing and Community Development Act (Public Law 930383)
 HI-00515R of 20515R

U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Community Development Block Grant Program

OMB Approval No.
 2506-0193 (exp 5/31/2018)

1. Name of Grantee (as shown in item 5 of Standard Form 424) City of Minot, ND	3a. Grantee's 9-digit Tax ID Number 45-6002126	3b. Grantee's 9-digit DUNS Number 076498799
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) City of Minot, Finance Dept. P.O. Box 5006 Minot, ND 58702-5006	4. Date use of funds may begin (mm/dd/yyyy) 06/22/2011	
	5a. Project/Grant No. 1 B-13-MS-38-0002	6a. Amount Approved \$74,340,770
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Aaron Gagné	Grantee Name Cindy Hemphill
Title Director, Community Planning & Development	Title Director, Finance Department
Signature 	Signature
Date (mm/dd/yyyy) 09/21/2016	Date (mm/dd/yyyy) 09/26/2016

7. Category of Title I Assistance for this Funding Action (check only one) <input type="checkbox"/> a. Entitlement, Sec 106(b) <input type="checkbox"/> b. State-Administered, Sec 106(d)(1) <input type="checkbox"/> c. HUD-Administered Small Cities, Sec 106(d)(2)(B) <input type="checkbox"/> d. Indian CDBG Programs, Sec 106(a)(1) <input type="checkbox"/> e. Surplus Urban Renewal Funds, Sec 112(b) <input type="checkbox"/> f. Special Purpose Grants, Sec 107 <input type="checkbox"/> g. Loan Guarantee, Sec 108 <input checked="" type="checkbox"/> h. PL 113-2	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission 9/21/2016	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
		9b. Date Grantee Notified (mm/dd/yyyy) 01/29/2016	
	9c. Date of Start of Program Year (mm/dd/yyyy)		

11. Amount of Community Development Block Grant			
	FY (2016)	FY ()	FY ()
a. Funds Reserved for this Grantee	\$74,340,770		
b. Funds now being Approved	\$74,340,770		
c. Reservation to be Cancelled (11a minus 11b)			

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency Chuck Barney
	Title Mayor
	Signature City of Minot, PO Box 5006 Minot, ND 58702-5006

HUD Accounting use Only

Batch	TAC	Program	Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153											
	176											
			Y					Project Number		Amount		
			Y					Project Number		Amount		

Date Entered PAS (mm/dd/yyyy)	Date Entered LOCCS (mm/dd/yyyy)	Batch Number	Transaction Code	Entered By	Verified By
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**Grant Terms and Conditions for
CDBG National Disaster Resilience Assistance
City of Minot, North Dakota
(Disaster Recovery Appropriations Act, 2013 P.L. 113-2)**

1. The grantee must use these Community Development Block Grant National Disaster Resilience (CDBG-NDR) funds in accordance with Public Law 113-2, Disaster Relief Appropriations Act, 2013 (approved January 29, 2013) (Appropriations Act). This Grant Agreement governs the use of all funds made available to the grantee under grant number B-13-DS-38-0002.
2. In accordance with the Appropriations Act (Section 904(c) of title IX in division A), the grantee is required to expend the funds obligated in this Grant Agreement within two years of the date of obligation, unless the Department has granted the grantee an extension. On July 18, 2016, the Department granted the City of Minot, North Dakota an extension of the expenditure deadline of these grant funds to September 30, 2022. Funds not expended by this extended deadline will be recaptured.
3. The grantee must comply with all of the requirements of the June 7, 2016 *Federal Register* Notice "Notice of National Disaster Resilience Competition Grant Requirements," 81 Fed. Reg. 36557. The grantee must also comply with any future Notices that HUD publishes to issue additional waivers and alternative requirements.
4. The grantee must comply with the Housing and Community Development Act of 1974, as amended, and the regulations governing the CDBG program at 24 CFR part 570, unless the Department has waived any of these requirements or established alternative requirements.
5. The grantee's submissions, the Notices identified in paragraph 3 (above), and the Funding approval/Agreement (form HUD-7082) are incorporated by reference and constitute part of this Grant Agreement. Submissions include the CDBG-NDR Phase 1 and Phase 2 submissions (Applications) and subsequent amendments, including all required certifications and assurances, and any other information or documentation required to meet any grant award conditions.
6. The grantee must comply with the requirements of 24 CFR part 5, subpart K, Application, Registration, and Submission Requirements, and 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The grantee must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The grantee must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Sub-award and Executive Compensation Information.

7. The grantee must complete or implement the long-term commitments stated in its CDBG-NDR Phase 2 Application as approved by HUD within 12 months of its CDBG-NDR grant award announcement letter in January 2016. Any changes to the grantee's long-term commitments are subject to the requirements described in the June 7, 2016 *Federal Register* Notice "Notice of National Disaster Resilience Competition Grant Requirements," including requirements relating to the DRGR Action Plan and amendments.
8. The period of performance for this grant begins on June 22, 2011 and ends on September 30, 2022.
9. Grant funds may be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E - Cost Principles. The grantee must attach a schedule to this Grant Agreement that is returned to HUD. The schedule must identify each department/agency that will carry out activities with the funds under this grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is charged per 2 CFR 200.414), and the direct cost base to which the rate will be applied.
10. This Grant Agreement covers a total amount of \$74,340,770. The funds must be used in accordance with the projects and budgeted amounts, including leveraged resources, listed in the table in **Attachment A**. These projects are described in further detail in the grantee's Phase 2 Application and were subsequently adjusted through scaling and scoping and post-award consultation between the Department and the grantee. The projects and budgeted amounts in the table in **Attachment A** reflect the final approved CDBG-NDR grant to be carried out by the grantee under this Grant Agreement. The projects and amounts may not be adjusted without HUD approval and amendment of the Grant Agreement.
11. In accordance with 2 CFR 200.113, the grantee must report all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this grant to SAM. The grantee's responsibilities are further described in the term and condition in **Attachment B**.
12. **Special conditions for levees or levee systems.** The grantee shall comply with all special requirements in the June 7, 2016 *Federal Register* Notice related to levees and levee systems. For each levee or levee system funded under this Grant Agreement, the grantee must upload into DRGR and, if directed by HUD, the National Levee Database, a shapefile or other geographic information system data delineating the exact location of the assisted structure and of the area served and protected by the structure, as well as data for input to the National Levee Database, as described in the June 7, 2016 Notice at 81 Fed. Reg. 36579. The grantee must also provide to all property owners, businesses, and residents in the leveed area reasonable notification of the presence, condition, and level of protection of the levee on no less than an annual basis, as described in the June 7, 2016 Notice at 81 Fed. Reg. 36579.

Attachment A

Projects, Funding Levels, and Leverage Resources Table

[See Attached Att A Spreadsheet]

ATTACHMENT A

NDR Projects	CDBG-NDR Funds	Direct Leverage	Supporting Leverage
Reduce Flood Risk	\$20,975,000	\$469,000,000	-
Build Resilient Neighborhoods*	\$43,045,500	\$780,000	-
Foster Economic Resilience	\$5,290,000	\$205,350	-
Planning	\$1,278,000	-	-
Administration	\$3,752,270	-	-
Supporting Leverage			\$229,400
Minot Area Community Foundation (<i>Build Resilient Neigh.</i>)*		\$750,000	
Ackerman-Estvold Engineering		\$50,000	
American Bank Center		\$1,000	
Bremer Bank		\$15,000	
Minot Downtown Business & Professional Assoc.		\$25,000	
First International Bank and Trust		\$5,000	
First Western Bank and Trust (<i>Build Resilient Neigh.</i>)*		\$30,000	
HDR Engineering		\$10,000	
Hight Construction		\$250	
Houston Engineering		\$15,000	
Mainstream Boutique		\$2,500	
McGee, Hankla, & Backes Attorneys at Law		\$2,000	
Minot Noon Rotary Club		\$3,000	
Minot Young Professionals		\$10,000	
Moore Engineering		\$1,500	
Northern Tier Federal Credit Union		\$100	
Northgate on Broadway		\$2,500	
Sandman Partnership (Chuck Barney)		\$1,000	
Strata Corporation		\$22,500	
Sunrise Rotary Club		\$1,500	
Wagner Construction		\$15,000	
Watne Realtors		\$2,500	
Xcel Energy		\$20,000	
Sub-Total Direct Leverage		\$985,350	
TOTAL	\$74,340,770	\$469,985,350	\$229,400

Attachment B

(Appendix XII to 2 CFR Part 200—Award Term and Condition for Recipient Integrity and Performance Matters)

1. General Reporting Requirement

If the total value of your 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 you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five-year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;

(ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and

(iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of *nolo contendere*.

c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—

(1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and

(2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

