



Committee of the Whole
Wednesday, February 28, 2018 - 4:15 PM
City Council Chambers

1. AUTHORIZING RESOLUTION TO APPLY FOR NDDOT SECTION 5311 TRANSIT OPERATING GRANT

The Transit Department applies for this FTA funded grant through the NDDOT each year. The grant contract period will be from July 1, 2018 until June 30, 2019.

It is recommended the City Council approve the Authorizing Resolution to Apply for NDDOT Section 5311 Transit Operating Grant.

Documents:

[MTC to Sign Transit 5311 Authorizing Resolution 2018-2019.pdf](#)

2. RENEWAL OF BUS ADVERTISING CONTRACT WITH ZZ FOOD GROUP LLC, DBA JL BEERS

There has been an advertising contract in place with ZZ Food Group, LLC, DBA JL Beers since April 2016. The contract has currently been renewed on a yearly basis, but ZZ food group has requested a 3 year contract. If approved the new contract will run from April 1, 2018 through March 31, 2021

It is recommended the City Council approve the renewal of a three (3) year advertising agreement with ZZ Food Group, LLC dba J.L. Beers to advertise on the sides of one transit bus and authorize the Mayor to sign the contract on behalf of the City.

Documents:

[3687 MTC JL Beers advertising for 2018.pdf](#)

3. CITY OF MINOT EQUIPMENT RENTAL RATES 2018-2019

Each year Public Works updates rental rates for equipment in the different departments. These rates are approved annually so an official rate structure is on file. These rates are used when work needs to be done for situations not created by the City, such as a private entity spilling oil or when another community needs assistance from specialized equipment owned by the City. These rates are also used for reimbursement for insurance claims or disaster assistance.

It is recommended the City Council approve City of Minot equipment rental rates for 2018-2019.

Documents:

[Memo to council - 18-19 equipment rental rates.pdf](#)
[Rental Rates 18-19.pdf](#)

4. RETAIL BEER AND WINE LICENSE – WITH ROOM COFFEE, LLC DBA WITH ROOM

COFFEE

The City received a request from With Room Coffee, LLC dba With Room Coffee for a Retail Beer and Wine license operating at 400 E Central, Suite 103. All documentation has been submitted and is being reviewed by the appropriate departments.

It is recommended the Committee and Council approve the request from With Room Coffee, LLC subject to receipt of all documentation and approval by the Police Chief, Building Official and Fire Marshal.

Documents:

Memo- With Room Coffee.pdf

5. MINOT AIR FORCE BASE MUTUAL AID AGREEMENT

This document is an updated version, which was approved and signed previously by the Mayor. This agreement will enter the Minot Fire Department as written in the document to be requested by the Minot Air Force Base Fire Department to assist in the event of a larger emergency. This defines roles, responsibilities and expectations as responding to the Minot Air Force Base.

Recommend the City Council authorize the Mayor to sign the Minot Air Force Base Fire Department Mutual Aid Agreement with the Minot Fire Department.

Documents:

2-18 Minot AFB Mutual Aid Agreement.pdf
MAA Minot City 2.pdf

6. FIRE DEPARTMENT TRAINING OFFICER POSITION

The fire department has a need for a full-time training officer during this time of difficulty in retaining personnel. This turnover results in a need for a higher number of new recruits as well as a need for an additional increased focus on training in driver/operator. During this time, there is a need to ensure that the current staff's proficiency is maintained. This has become a burden on our staff and the creation of a full time training officer would allow us to meet our training needs at all levels. The current organizational structure has the assistant chief overseeing training with the assistance of one captain per shift. At this time, our training personnel are being stretched in their abilities to focus on the growing needs of the department. The Fire Marshal position has remained open since 08/2017 and have received very few qualified applicants. After further review of the position and the needs of the department, we feel at this time there is a greater need for focused intentional training to assist us as we work to fill and grow personnel within their positions.

We recommend the Committee and Council allow the Fire Department to move forward with the creation of a Fire Department Training Officer position.

Documents:

2-2018 Memo - Training Officer.pdf

7. SCBA – BID ACCEPTANCE (FD0067)

On Monday, February 26th, bids will be opened for the self-contained breathing apparatus (SCBA) for the Fire Department. Due to the timing of the bid opening, a recommendation will not be ready by the February memo deadline, however, we do anticipate a recommendation will be available and placed on the Council's desk for approval.

Documents:

2-2018 Memo - Assistance to Firefighters SCBAs FD0067.pdf

8. SCBA COMPRESSOR – BID ACCEPTANCE (FD0068)

On Monday, February 26th, bids will be opened for the Self Contained Breathing Apparatus (SCBA) fill station compressor. Due to the timing of the bid opening a recommendation was not ready in time for the February deadline, however we anticipate a recommendation will be available and placed on the Council's desk for approval.

Documents:

2-2018 Memo - SCBA Air Compressor FD0068.pdf

9. STATION 3 REMODEL PROJECT – BID ACCEPTANCE

Bids for the Station 3 Remodel Project are being opened on February 28th. Bids have not been tabulated but will be available with a recommendation for the March 5th City Council meeting.

Documents:

2-2018 Memo - Station 3.pdf

10. 2018 STREET PATCHING AWARD OF BID PLACEHOLDER MEMO (4309)

On Tuesday, February 27, 2018 at 11:00 a.m., bids will be opened for the 2018 Street Patching Project. Due to timing of the bid opening, a recommendation will not be ready in time for the February memo deadline. However, we do anticipate a recommendation will be available and placed on Council's desk for approval.

Documents:

4309 - 2018 Street Patching Award of Bid Placeholder Memo.pdf

11. 4310 - 2018 STREET SEAL DISTRICT AWARD OF BID PLACEHOLDER MEMO

On Tuesday, February 27th, 2018 at 11:00 am, bids will be opened for the 2018 Street Seal District Project. Due to timing of the bid opening, a recommendation will not be ready in time for the February memo deadline. However, we do anticipate a recommendation will be available and placed on Council's desk for approval.

Documents:

4310 - 2018 Street Seal District Placeholder Memo.pdf

12. 4311 - 2018 SIDEWALK, CURB AND GUTTER BID AWARD PLACEHOLDER MEMO

On Tuesday, February 27th at 11:00 am, bids will be opened for the 2018 Sidewalk, Curb & Gutter Replacement Project. Due the timing of the bid opening, a recommendation will not be ready in time for the February memo deadline. However, we do anticipate a recommendation will be available and placed on Council's desk for approval.

Documents:

4311 - 2018 Sidewalk, Curb and Gutter Bid Award Placeholder Memo.pdf

13. PRESENTATION ON OUTDOOR ICE RINK OPERATION, SCHEDULE, BUDGET, USAGE & GOALS

This is an informational item intended to educate Council and the public on the community's ice skating opportunities and operation. The Council can gather information on the City's participation in the management, operation, scheduling, budget, usage, and goals of our outdoor ice skating program.

Documents:

Outdoor-ice-presentation-2-20-2018.pdf

14. MREFPP UPDATE

Informational item - update on the MREFPP

Documents:

3529 MREFPP update february.pdf
3529 Status Memo houston.pdf
3529 - Status Memo - Barr.pdf

15. LANDFILL USE/FINANCIAL ARRANGEMENTS FOR PRIVATE CONTRACTORS

Starting in December, the Council has been learning that several private haulers have been delinquent in paying their bills, and that the city has been owed very large amounts of money (i.e., at times over \$250,000), with payments often being over 60 days late.

1. **City staff is asked to develop formal policies and procedures for commercial users of the city landfill, including a formal contract (pending development of a franchise arrangement).**
2. **Effective April 1, 2018, the city will impose a monthly interest charge of 1.75% on any commercial landfill accounts that are over 30 days due.**
3. **Effective April 1, 2018, the city will terminate commercial landfill use privileges on any accounts over 60 days due. Reinstatement of privileges will require full payment of all monies due the city.**

Documents:

Landfill Policies Discussion.pdf
City Memo 022218.pdf
Landfill Use Addendum.pdf

16. SUBMIT CENSUS TRACT 38101010100 TO GOVERNOR FOR OPPORTUNITY ZONE DESIGNATION

One part of the tax reform legislation which was passed by Congress and signed by the President in late 2017 creates a new initiative called Opportunity Zones. This part of the law creates the opportunity for investments to be made in designated Opportunity Zones to promote growth and development. Opportunity Zones are determined by Census Tracts which have a majority population which is low and moderate income. The process to be designated Opportunity Zones starts with the Governor of each state submitting a list of Census Tracts identified to be Opportunity Zones to the US Department of the Treasury which has the final decision.

It is recommended the Council authorize staff to submit the downtown census tract (Census Tract 38101010100) to the Governor for Opportunity Zone Designation.

Documents:

OpportunityZonerp-18-16.pdf

Opportunity Zone Census Tract.pdf

EnterpriseCDFI.pdf

OpportunityZoneCouncilMemo.pdf



TO: Mayor Chuck Barney
Members of the City Council

FROM: Dan Jonasson, Director of Public Works

DATE: 02/20/2018

SUBJECT: Authorizing Resolution to Apply for NDDOT Section 5311 Transit Operating Grant

I. RECOMMENDED ACTION

We recommend council allow the Transit Department to apply for a NDDOT Section 5311 Operating and Maintenance grant.

We recommend the Council authorize the mayor to sign the Authorizing Resolution and authorize the Public Works Director to sign any other documents associated with this grant application.

II. DEPARTMENT CONTACT PERSONS

Dan Jonasson, Director of Public Works	857-4112
Jason Sorenson, Assistant Director of Public Works	857-4768
Brian Horinka, Vehicle Maint. /Bus Superintendent	857-4149

III. DESCRIPTION

A. Background

The Transit Department applies for this FTA funded grant through the NDDOT each year. The grant contract period will be from July 1, 2018 until June 30, 2019.

IV. IMPACT:

A. Strategic Impact:

N/A

B. Service/Delivery Impact:

N/A

C. Fiscal Impact:

If fully funded, this grant will provide funding to account for 50% of the Transit Departments operating and maintenance costs, 80% of the Administration Costs, and 80% of major repairs, tire replacements etc. during the grant period. Matching funds for this grant will come from local mill levy, advertising revenue, and State Aid operating grants.

V. ALTERNATIVES

N/A

VI. TIME CONSTRAINTS

Council's approval of this Authorizing Resolution will allow Transit Supervision to submit the grant application and all associated documents prior to the required submission date of May 1, 2018.

VII. LIST OF ATTACHMENTS

A. *Authorizing Resolution to File for NDDOT Section 5311 Grant*

Authorizing Resolution

This resolution authorizes the filing of an application for a grant under 49 U.S.C. Section 5311, as amended by The Fixing America's Surface Transportation (FAST) Act, Public Law No. 114-94, December 4, 2015, and other authorizing legislation to be enacted,

WHEREAS, the U.S. Department of Transportation is authorized to make grants to states through the Federal Transit Administration (FTA) to support operating and capital assistance projects for non-urbanized area public transportation systems under Section 5311 of The Fixing America's Surface Transportation (FAST) Act, Public Law No. 114-94, December 4, 2015, as amended; and

WHEREAS, the North Dakota Department of Transportation has been designated by the Governor to administer Section 5311; and

WHEREAS, the contract for financial assistance will impose certain obligations upon the applicant, including provisions for the local share of project costs;

THEREFORE, BE IT RESOLVED on behalf of the City of Minot _____ that Public Works Director Dan Jonasson is authorized to execute and file an application with the North Dakota Department of Transportation to aid the financing of operating and capital assistance for projects pursuant to Section 5311 of The Fixing America's Surface Transportation (FAST) Act, Public Law No. 114-94, December 4, 2015, as amended;

That Public Works Director Dan Jonasson, is authorized to furnish such additional information as the North Dakota Department of Transportation may require in connection with the application of the project.

The undersigned duly qualified and acting Mayor of the City of Minot certifies that the foregoing is a true and correct statement.

(Date)

(Signature of Officer)

(Title of Officer)



TO: Mayor Chuck Barney
Members of the City Council

FROM: Dan Jonasson, Director of Public Works

DATE: 02/15/2018

SUBJECT: P3687 Renewal of Bus Advertising Contract with ZZ Food Group LLC, Dba JL Beers

I. RECOMMENDED ACTION

1. **Council approve renewal of a three (3) year advertising agreement with ZZ Food Group, LLC, DBA JL Beers to advertise on the sides of one transit bus**
2. **Council authorize Mayor to sign the contract on behalf of the City.**

II. DEPARTMENT CONTACT PERSONS

Dan Jonasson, Director of Public Works	857-4112
Jason Sorenson, Assistant Director of Public Works	857-4768
Brian Horinka, Vehicle Maint. /Bus Superintendent	857-4149

III. DESCRIPTION

A. Background

There has been an advertising contract in place with ZZ Food Group, LLC, DBA JL Beers since April 2016. The contract has currently been renewed on a yearly basis, but ZZ food group has requested a 3 year contract. If approved the new contract will run from April 1, 2018 through March 31, 2021

IV. IMPACT:

A. Strategic Impact:

N/A

B. Service/Delivery Impact:

N/A

C. Fiscal Impact:

The net income to the city from this advertising source will be \$7,800.00 per year over the period of the contract for a total income of \$23,400.00.

V. ALTERNATIVES

Remain on yearly contract

VI. TIME CONSTRAINTS

Council's approval of this renewal will insure a continuous advertising revenue stream for the next 36 months from this income source.

VII. LIST OF ATTACHMENTS

A. *Agreement for Advertising with JL Beers*

AGREEMENT FOR TRANSIT ADVERTISING

THIS AGREEMENT is made, executed, and entered into effective the 1st day of April 2018 by and between **THE CITY OF MINOT, NORTH DAKOTA**, a municipal corporation, hereinafter referred to as "City" and ZZ Food Group, LLC, DBA JL Beers hereinafter referred to as "Contractor".

Section 1 - Recitals

City and Contractor agree that this Agreement herein is made in accordance with the following recitals:

Subsection A. City is the owner of certain transit vehicles, which operate as part of the Minot area transit system, and desires to allow Contractor, to utilize said transit vehicles for the purpose of exterior display of advertising materials in accordance with the terms and conditions set forth herein.

Subsection B. City and Contractor agree that the performance of this Agreement is necessarily contingent upon continued federal, state and local funding of City's operation of transit vehicles as a part of the Minot area transit system.

Subsection C. City and Contractor agree that it is mutually advantageous for them to set forth their respective obligations and agreements in their entirety in writing in this Agreement.

Section 2 - Term

The contract shall be for an initial term of **three (3) years commencing on April 1, 2018 and continuing for a period of thirty-six (36) months**, at which time may be renewed, year by year upon agreement of both parties.

Section 3 - Advertising Fee

City and Contractor agree that the fee for Contractor advertising on the City's transit vehicles shall be determined in accordance with the following.

Subsection A - Fee The Contractor agrees to pay to the City \$650/month/Bus for the thirty six-month term of the contract, for advertising utilized on both sides of one transit bus in the City of Minot, based on the fee structure outlined in Appendix #2 and based upon the fleet inventory, as the same may change from time to time. The current fleet inventory as of the effective date of this agreement is attached as Appendix #3.

Payments shall be made monthly. The City shall provide an invoice by the 15th of each month with payment due no later than the last day of that month. All payments shall be made to City at the following address: **Public Works Department, City of Minot, PO Box 5006, Minot, ND 58702** and shall specify by reference that said payment is applicable to the Transit Department. The obligation of Contractor to make payments shall be absolute and unconditional in all events notwithstanding any dispute between City and Contractor or between Contractor

and any other person or entity. Contractor shall make all payments required hereunder when due and shall not withhold any payment pending final resolution of such dispute nor shall Contractor assert any right of set off or counterclaim against its obligation to make such payments.

Contractor shall be responsible for any damages to the buses due to wrap installation or removal as per Section 15 of this agreement.

Subsection B - Suspension of Work. In the event of a temporary service interruption for more than two (2) weeks by fifty percent (50%) or more of City's buses by reason of a labor dispute, fire, act of God, or other public emergency, the payments shall be reduced proportionately for the period of service interruption.

Section 4 - Conditions

City and Contractor agree that Contractor shall be allowed to utilize the City's transit vehicles under this Agreement for the purpose of exterior display of advertising materials to the following conditions:

Subsection A - Advertisement Subject to Approval. The size, form, wording, illustration, and style of all advertisements to be placed on City's transit vehicles pursuant to this Agreement shall at all times be subject to the advance approval of the City, and the City reserves the right to reject any advertisement. Any advertisement of an objectionable character which is placed in or on a transit vehicle shall be immediately removed by Contractor at the request of the City at the expense of Contractor. City and Contractor hereby agree to certain restrictions as to advertising and a list of preapproved advertisers which are set forth in Appendix #1 which is attached to and incorporated by reference in this Agreement as if set forth in full. It is agreed between City and Contractor that this Appendix may from time to time be amended by the City at City's sole and exclusive discretion.

Subsection B - Advertising Space. City shall make available to Contractor exterior space for the purpose of displaying advertising wraps. Should there remain advertising space which is unsold; the City may utilize this space for public spirited messages which expense shall be borne by the City or the party displaying the message. If the City does not use the unused space for public spirited messages, Contractor may use the space for public spirited messages which expense shall be borne by Contractor or the party displaying the message. This contract shall not apply to advertising within the interior of the bus and the City retains all rights with respect to such interior advertising or advertising on any other exterior portions of the bus. The City also retains all rights with respect to exterior advertising on buses not utilized by the Contractor as per this contract.

The Contractor at the sole and exclusive expense of the Contractor shall install any vinyl wrap advertising on the bus. No part of said wrap can cover the side or front destination signs, or any windows or mirrors utilized by the driver including, specifically, rear windows on paratransit vehicles and windows on the front door and the first window on the passenger loading side next to the front door on fixed-route buses. Any vinyl wraps placed over side windows of the bus must allow passengers to be able to clearly see out the windows. The City has the right to request the vinyl wrap be removed or adjusted to provide access to areas of the bus for safety and maintenance purposes. Any bus wrap or advertisement that covers

or obscures view of City identified information or transit information must include such information on the wrap. Bus wraps shall not be placed over any mechanical apparatus or access in such a way that it would limit the function of that item or access to it. For mechanical access panels, doors, fluid caps, et cetera, any advertising application must be cut out in such a way that the access panels are easily accessible.

All advertisements shall be maintained by the Contractor to retain a pleasant, neat and clean appearance. The City may request the Contractor to repair or replace advertisements that the City deems to be unkempt, peeling, faded or the like. Any repairs or replacements will be made within two (2) weeks of receipt of a written request from the City, such repairs or replacements shall be at the sole and exclusive expense of the Contractor. Contractor will endeavor to promptly remove dated advertisements, such as ads for events that have expired or already occurred. Repairs will be made by Contractor or their agent at the City of Minot Public Works Bus Department.

Subsection C - Access to Vehicles. For the purposes of ad placement, the Contractor shall be provided access to transit vehicles at the City's garage facility during reasonable hours, based on fleet availability to meet route service. The Contractor is required to give the City garage personnel at least three (3) days advance notice of the date, bus unit number, and number of hours needed for ad placement.

Subsection D - Ownership of Bus Wrap Material. Upon termination of the agreement, or upon expiration of the term of this agreement, any bus wrap material shall immediately revert to the ownership of the City or be removed by Contractor within ten (10) working days.

Subsection E – Condition of Advertising Wrap. If it is determined by the Minot Transit Superintendent that the bus wrap has deteriorated to a condition that requires the wrap to be repaired or replaced the advertising client (ZZ Food Group, LLC) may either:

- 1) Replace the wrap at the advertising client's expense and sign a 3-year (36 month) contract extension.
- 2) Be allowed to terminate the current contract without fee or penalty.

Section 5 - Default

If either party hereto shall default in the performance of any of the terms and conditions of this Agreement, then the other party may terminate this Agreement by giving the defaulting party a written notice of intention to terminate thirty (30) days in advance of the actual date of termination. Upon termination of this Agreement, as provided for herein, only upon request of the City the defaulting party shall immediately remove all advertising placards and wraps placed on City's transit vehicles pursuant to this Agreement from such vehicles, and, on the failure of the defaulting party promptly to remove such placards and wraps, the party terminating this Agreement may remove them at the expense of the defaulting party.

Section 6 - Termination

All advertising contracts between the Contractor and City will expire twelve months from the time the advertisement is first available on the transit bus unless renewed prior to this time. Contracts may also be terminated if the following arise:

Subsection A - Insufficient Federal, State, or Local Funding. City shall have the right to terminate this Agreement in the event the City Council of the City of Minot determines at any time insufficient federal, state, or local funding exists for the City to operate its transit vehicles as part of the Minot area transit system.

Subsection B - Legal Impossibilities/Regulatory Prohibition. City shall have the right to terminate this Agreement in the event the City Council of the City of Minot determines at any time not to operate transit vehicles as part of the Minot area transit system due to legal impossibilities or regulatory prohibitions imposed by state or federal agencies or commission.

Subsection C - Best Interest of City. City shall have the right to terminate this Agreement in the event the City Council of the City of Minot determines at any time that it is not in the best interest of the City to operate its transit vehicles as part of the Minot area transit system.

Section 7 - Compliance with Laws and Regulation

Contractor accepts this Agreement subject to all federal, state and municipal laws and regulations with respect to the advertising matter to be displayed. In the event such advertising becomes illegal or a request is received to terminate the advertising from any federal, state or local agency or commission, City reserves the right to terminate same.

Section 8 - Indemnification

Contractor agrees to indemnify and save harmless the City from and against all liability, damages, penalties, judgments, or claims of whatever nature arising from injury to person or property sustained by anyone arising out of Contractor's utilization of City's transit vehicles for displaying advertising materials, including claims for infringement of trademarks, trade names, copyrights, invasion of rights of privacy, defamation, illegal competition or unfair trade practices. City shall defend, indemnify and hold Contractor harmless against any liability from any cause whatsoever arising from or relating to acts performed by the City's prior advertising contractor, including without limiting the generality thereof, such damage or loss resulting from advertising contracts whose term exceeded the City's contract to past, current or potential advertisers; defectively installed bus wraps and damage to any transit vehicle.

Section 9 - Assignment

Contractor shall not by operation of law or otherwise assign any of its obligations, duties, or responsibilities under this Agreement to any other person, party or entity without City's prior written consent in each instance.

Section 10 - Successors and Assigns

City and Contractor agree that this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties there in any statutes, regulations, ordinances, City Code provisions, or City Charter provisions applicable thereto.

Section 11 - Written Notices of Other Correspondence

Any written notice or other correspondence to be provided by or between the City and Contractor in accordance with this Agreement shall be either hand delivered or mailed by registered or certified mail to the following addresses:

City: City of Minot – Public Works
 Dan Jonasson, Director of Public Works
 PO Box 5006
 515 2nd Ave. SW
 Minot, ND 58702

Contractor: ZZ Food Group, LLC DBA JL Beers

Section 12 - Waiver of Default

Any waiver by City or Contractor of a default under the provisions of this Agreement shall not operate or be construed as a waiver of a subsequent default. No waiver shall be valid unless reduced to writing and signed by each of the parties.

Section 13 - Invalidity of Provisions

If any term or provision of this Agreement or any application hereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected hereby and each term and provision of the Agreement shall be valid and be enforced to the fullest extent permitted by law.

Section 14 - Entire Agreement

This Agreement herein contains the entire and only agreement between the City and Contractor and no oral statements or representations or prior written matter not contained in this Agreement shall have any force or effect. This Agreement shall not be modified in any way except in writing executed by both City and Contractor.

Section 15 - Damages

Contractor shall be responsible for any damage to buses from installation or removal of wraps, such as but not limited to paint removed or damaged, windows and rubber gaskets cut or damaged or any current striping or lettering on the existing buses.

In the event of an accident or incident that causes damage to the Contractor's advertising material it shall be the sole responsibility of the Contractor to repair or replace the

advertising materials at their cost. At no time shall the City be responsible to incur any costs for any damages to the Contractors advertising material.

Section 16 - Governing Law

This Agreement shall be governed by the provisions hereof and by the laws of the State of North Dakota, as the same from time to time exists.

IN WITNESS WHEREOF, the undersigned hereto have set their hands as of the day and year first above written.

CITY OF MINOT:

By _____

Chuck Barney, Mayor

Attest _____
Kelly Matalka, City Clerk

CONTRACTOR:

ZZ Food Group, LLC dba JL Beers

By _____
Jesse Zwak

APPENDIX #1

The following types of advertising will specifically not be permitted:

1. Political, religious, moral, or social issues.
2. Hygiene products of a very personal nature.
3. Sexual overtone messages (x-rated movies, massage parlors, etc.)
4. Direct or overt anti-transit advertisements.
5. Advertising found to be in violation of federal, state, or local laws

The following is a pre-approved listing of potential advertisers:

1. St. Alexius and its affiliates
2. Jessica Declercq, State Farm Insurance
3. Educational messages.

APPENDIX #2

FEES PAID TO THE CITY

The first payment of \$650.00 for the first month of the contract period should be made by the last day of that month and all subsequent monthly fees should be paid to the City by the last day of the each month for the twelve-month term of the contract.

APPENDIX #3

FLEET INVENTORY

The following listed buses are available for use under this contract as of the effective date of this agreement. This list may be amended from time to time by the City of Minot.

MINOT

List of Available Inventory

Vehicle Description	License Plate #	Year/Make/Model
ElDorado	G17293	2010 EZ Rider II
ElDorado	G17294	2010 EZ Rider II
ElDorado		2014 EZ Rider II
ElDorado		2015 EZ Rider II



TO: Mayor Chuck Barney
Members of the City Council

FROM: *Jason Sorenson*

DATE: *February 20, 2018*

SUBJECT: **CITY OF MINOT EQUIPMENT RENTAL RATES 2018-2019**

I. RECOMMENDED ACTION

1. Recommend council approve City of Minot equipment rental rates for 2018-2019.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

Each year Public Works updates rental rates for equipment in the different departments. These rates are approved annually so an official rate structure is on file. These rates are used when work needs to be done for situations not created by the City, such as a private entity spilling oil or when another community needs assistance from specialized equipment owned by the City. These rates are also used for reimbursement for insurance claims or disaster assistance.

B. Proposed Project

N/A

C. Consultant Selection

N/A

IV. IMPACT:

A. Strategic Impact:

N/A

B. Service/Delivery Impact:

NA

C. Fiscal Impact:

Project Costs

N/A

Project Funding

There is not a special funding stream for these activities. Equipment and manpower are paid out of normal department funds for these situations. Having the rates on file allows those funds to be reimbursed.

V. ALTERNATIVES

N/A

VI. TIME CONSTRAINTS

N/A

VII. LIST OF ATTACHMENTS

2018-2019 Equipment Rental Rates

CITY OF MINOT EQUIPMENT RENTAL RATES
March 1, 2018 - February 28, 2019

<u>ITEM</u>	<u>MACHINE</u>	<u>PERSONNEL</u>	<u>TOTAL</u>
Rubber Tire Backhoe w/1 Operator	110.00	75.00	\$185.00
Kent KF-9 Backhoe Impactor	80.00		\$80.00
Tractor w/Flail Mower w/1 Operator	55.00	70.00	\$125.00
Austin-Weston Crane w/1 Operator	90.00	75.00	\$165.00
Bucket Truck w/1 Operator	70.00	75.00	\$145.00
Tractor w/1 Operator	35.00	75.00	\$110.00
Small Loader w/1 Operator	99.00	70.00	\$169.00
Skid Steer Loader w/1 Operator	85.00	70.00	\$155.00
Front-end Loader w/1 Operator	120.00	75.00	\$195.00
Sweeper w/1 Operator	115.00	75.00	\$190.00
Sand Spreader w/1 Operator (Salt & Sand Extra)	80.00	70.00	\$150.00
Dump Truck (Tandem) w/1 Driver	90.00	70.00	\$160.00
Dump Truck (Single) w/1 Driver	80.00	70.00	\$150.00
Welder Truck w/1 Welder (no materials)	75.00	85.00	\$160.00
Chipper Truck w/1 Operator	90.00	60.00	\$150.00
Pickup or Car w/1 Driver	25.00	60.00	\$85.00
Steamer w/2 Operators	99.00	140.00	\$239.00
Air Compressor w/2 Operators	66.00	140.00	\$206.00
Air Compressor (Portable)	35.00		\$35.00
Flusher Truck w/1 Operator	80.00	70.00	\$150.00
Garbage Truck w/Driver & 2 Laborers	100.00	190.00	\$290.00
6" Pump w/1 Operator	55.00	70.00	\$125.00
4" Pump w/1 Operator	33.00	70.00	\$103.00
3" Pump w/1 Operator	28.00	70.00	\$98.00
Sewer Jetter w/2 Operators	125.00	140.00	\$265.00
Motor Grader w/1 Operator	135.00	75.00	\$210.00
Pulser w/2 Operators	50.00	140.00	\$190.00
Wrecker w/1 Driver & Assistant	250.00	140.00	\$390.00
Jetter/Vac All w/2 Operators	225.00	140.00	\$365.00
*Sewer Televising Unit w/2 Operators (\$250 mobilization fee plus \$0.60/ft)	250.00		\$250.00
Service Truck w/crane w/1 Mechanic	95.00	85.00	\$180.00
Pot Hole Machine w/1 Operator	100.00	70.00	\$170.00
Roll Off	100.00	70.00	\$170.00
Grapple Truck	100.00	70.00	\$170.00
Hot Taps $\frac{3}{4}$ " – 2"	150.00		\$150.00
Hot Taps 3" – 8"	500.00		\$500.00
Hydrant Repair Kit without barrel	300.00		\$300.00
Hydrant Repair Kit with barrel	505.00		\$505.00

Antenna Rental on Water Tower – Radio \$300.00/year plus CPI. Rental Rates for Cellular Antenna is negotiated by Separate Contract.

Salt & Sand - \$30.00/ton - FOB City Shop

8" MH Pump, Tractor, Operator & Pickup - \$90.00/hour plus hose if destroyed. Machine standby time will be charged at one half the machine time listed.

LABOR RATES: Superintendent \$ 105.00

Foreman 85.00

Mechanic 85.00

Heavy Equipment Operator- 75.00

Utility Operator 70.00

Equipment Operator 70.00

Laborer 60.00

Shop Rate 20.00

Overtime labor rates are 1.5 x listing. No overhead or profit is to be added to these rates.

After hours service calls will be billed at a minimum of \$75.00. Time after 1 hour will be billed in 1/2-hour increments.



TO: Mayor Chuck Barney
Members of the City Council

FROM: Kelly Matalka, City Clerk

DATE: February 20, 2017

SUBJECT: RETAIL BEER AND WINE LICENSE – WITH ROOM COFFEE, LLC DBA WITH ROOM COFFEE

I. RECOMMENDED ACTION

It is recommended the Committee and Council approve the request from With Room Coffee, LLC dba With Room Coffee, for a Retail Beer and Wine license operating at 400 E Central, Suite 103 subject to receipt of all documentation and approval by the Police Chief, Building Official and Fire Marshal.

II. DEPARTMENT CONTACT PERSONS

Kelly Matalka, City Clerk 857-4752

III. DESCRIPTION

Under the City of Minot Code of Ordinances, Sec. 5-25. - City clerk to submit application to the committee of the whole; approval.

- a. The city clerk shall submit the application to the committee of the whole for its recommendation.
- b. Upon receiving the recommendation of the committee of the whole, the city clerk shall then submit the application to the city council for its consideration.
- c. Every application for a license required by this article shall be approved by the city council before the license shall be issued.

The City received a request from With Room Coffee, LLC dba With Room Coffee for a Retail Beer and Wine license operating at 400 E Central, Suite 103. All documentation has been submitted and is being reviewed by the appropriate departments.

IV. IMPACT:

Strategic Impact: N/A

Service/Delivery Impact: N/A

Fiscal Impact: Alcoholic beverage license applications are processed by the City Clerk. The application fee for a Supper Club License is \$950 annually and is deposited into the appropriate general fund revenue account.

V. ALTERNATIVES

The Committee of the Whole and City Council could deny this application if there is reasonable cause to do so and the establishment would not be permitted to sell alcohol.

VI. TIME CONSTRAINTS

Once the City license is approved, the organization must also apply for a State license. A timely approval is necessary if their business wishes to proceed with the sale of alcohol.

VII. LIST OF ATTACHMENTS

N/A



TO: Mayor Chuck Barney
Members of the City Council

FROM: Kelli Flermoen, Fire Chief

DATE: February 21, 2018

SUBJECT: MINOT AIR FORCE BASE MUTUAL AID AGREEMENT

I. RECOMMENDED ACTION

1. Recommend council to authorize the Mayor to sign the Minot Air Force Base Fire Department Mutual Aid Agreement with the Minot Fire Department.

II. DEPARTMENT CONTACT PERSONS

Place name, titles, and phone numbers of the persons involved in hierarchical order:

Kelli Flermoen, Fire Chief	857-4740
Dean Lenertz, Assistant Fire Chief	857-4740

III. DESCRIPTION

A. Background

This document is an updated version, which was approved and signed previously by the Mayor. This agreement will enter the Minot Fire Department as written in the document to be requested by the Minot Air Force Base Fire Department to assist in the event of a larger emergency. This defines roles, responsibilities and expectations as responding to the Minot Air Force Base.

This document was reviewed by the city attorney.

B. Proposed Project

Agencies work diligently to prepare for the emergencies that occur within our jurisdictions but at times, we need to ask for assistance from other departments for additional resources. This MOU will afford the Minot Air Force Base Fire Department to call upon the Minot Fire Department for that assistance.

C. Consultant Selection

N/A

IV. IMPACT:

A. Strategic Impact:

This mutual aid agreement will allow the Minot Air Force Base Fire Department to meet the needs of the personnel working and living at the Minot Air Force Base in the event of a large emergency that is outside of the normal scope of preparedness.

B. Service/Delivery Impact:

This mutual aid agreement will allow additional resources to be called upon in the event of a large emergency that is beyond the capabilities of the Minot Air Force Base Fire Department to handle independently.

C. Fiscal Impact:

The mutual aid agreement articulates that the aid given and received will be at a no cost to the requesting party. The City of Minot would provide the Minot Air Force Base Fire Department assistance at no cost for the first operational period (8 hours). During that period of time the incident commanders for the City of Minot would be requesting for the Minot Air Force Base to be looking at augmenting their operation to allow for the Minot Fire Department to release assets. If beyond the 8-hour operational period the Minot Fire Department is still necessary, then reimbursement will be requested.

V. ALTERNATIVES

The Council could deny the request. The Minot Fire Department has current agreements with the Mouse River Firefighters Association, the Grand Forks Fire Department, Bismarck Fire Department, and Minot Rural Fire Department.

VI. TIME CONSTRAINTS

Council's approval of the recommendation will allow for the Minot Fire Department to have an effective Mutual Aid agreement with the Minot Air Force Base Fire Department.

VII. LIST OF ATTACHMENTS

A. Mutual Aid Agreement

**MUTUAL AID AGREEMENT (MAA)
BETWEEN
MINOT AIR FORCE BASE
UNITED STATES AIR FORCE
AND
MINOT NORTH DAKOTA FIRE DEPARTMENT**

This Mutual Aid Agreement (the "Agreement"), is made and entered into this 9th day of November 2017, between the Secretary of the Air Force (the "Air Force") acting by and through the Commander Minot Air Force Base (AFB) pursuant to the authority of 42 U.S.C. § 1856a and the Fire Department of Minot North Dakota Fire Department (the "Minot Fire Department"). Together the Air Force and Minot AFB Fire Department are hereinafter referred to as the "Parties."

WITNESSETH:

WHEREAS, each of the Parties hereto maintains equipment and personnel for the suppression of fires and the management of other emergency incidents occurring within areas under their respective jurisdictions; and,

WHEREAS, as set forth in 42 U.S.C. § 1856 the term "fire protection" includes personal services and equipment required for fire prevention, the protection of life and property from fire, firefighting, and emergency services, including basic medical support, basic and advanced life support, hazardous material containment and confinement, and special rescue incidents involving vehicular and water mishaps, and trench, building, and confined space extractions; and,

WHEREAS, the Parties hereto desire to augment the fire protection capabilities available in their respective jurisdictions by entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, obligations and agreements herein established, the Parties hereby agree as follows:

- a. The authority to enter into this Agreement is set forth in 42 U.S.C. § 1856a, and Title 15 United States Code Section 2210, the regulations implementing same at Title 44 Code of Federal Regulations Part 151 *Emergency Management and Assistance* and Air Force Instruction 32-2001, *Fire Emergency Services Program*.
- b. This Agreement will serve as the agreement between the Parties for securing to each mutual aid in fire protection services as defined above.
- c. On request to a representative of the Minot AFB fire department by a representative of the Minot Fire Department, fire protection equipment and personnel of the Minot AFB fire department will be dispatched to any point within the area for which the Minot Fire Department normally provides fire protection services as designated by the representatives of the Minot Fire Department.
- d. On request to a representative of the Minot Fire Department by a representative of the Minot AFB fire department, fire protection equipment and personnel of the Minot Fire Department will be dispatched to any point within the jurisdiction of the Minot AFB as designated by the representative of the Minot AFB fire department.

e. Any dispatch of equipment and personnel by the Parties pursuant to this Agreement is subject to the following conditions:

- (1) Any request for aid hereunder will include a statement of the amount and type of equipment and personnel requested and will specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and the number of personnel to be furnished will be determined by the responding organization. The requesting organization will ensure access to site for the responding organization.
- (2) The responding organization will report to the officer in charge of the requesting organization at the location to which the equipment is dispatched, and will be subject to the orders of that official.
- (3) The responding organization will be released by the requesting organization when the services of the responding organization are no longer required or when the responding organization is needed within the area for which it normally provides fire protection.
- (4) Hazardous Materials incident response will include the response to, and control and containment of any release or suspected release of any material suspected to be or known to be hazardous. Where the properties of a released material are not known, it will be considered hazardous until proven otherwise by the requesting organization using all technical resources available. Cleanup and removal of contained hazardous materials will be the responsibility of the requesting organization.
- (5) In the event of a crash of an aircraft owned or operated by the United States or military aircraft of any foreign nation within the area for which the Minot Fire Department normally provides fire protection services, the chief of the Minot AFB fire department or his or her representative may assume full command on arrival at the scene of the crash.
- (6) Where local agencies do not assign an incident safety officer, an Air Force representative will be assigned to act as the incident safety officer for Minot AFB to observe Air Force operations.

f. Each Party hereby agrees that its intent with respect to the rendering of assistance to the other Party under this Agreement is not to seek reimbursement from the Party requesting such assistance. Notwithstanding the above, the Parties hereby recognize that pursuant to the Section 11 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. § 2210) and Federal regulations issued there under (44 CFR Part 151), Minot Fire Department is permitted to seek reimbursement for all or any part of its direct expenses and losses (defined as additional firefighting costs over normal operational costs) incurred in fighting fires on property under the jurisdiction of the United States. Furthermore, under the authority of 42 U.S.C. § 1856a, and pursuant to any applicable state or local law each Party hereby reserves the right to seek reimbursement from the other for all or any part of the costs (defined as additional firefighting costs over normal operational costs) incurred by it in providing fire protection services to the other Party in response to a request for assistance.

g. Both Parties agree to implement the National Incident Management System during all emergency responses on and off installations in accordance with National Fire Protection Association (NFPA) Standard 1561.

h. Each Party waives all claims against the other Party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement. This provision does not waive any right of reimbursement pursuant to paragraph f.

- i. All equipment used by Minot Fire Department in carrying out this Agreement will, at the time of action hereunder, be owned by it; and all personnel acting for Minot Fire Department under this Agreement will, at the time of such action, be an employee or volunteer member of Minot Fire Department.
- j. The rendering of assistance under the terms of this Agreement will not be mandatory; however, the Party receiving a request for assistance will endeavor to immediately inform the requesting Party if the requested assistance cannot be provided and, if assistance can be provided, the quantity of such resources as may be dispatched in response to such request.
- k. Neither Party will hold the other Party liable or at fault for failing to respond to any request for assistance or for failing to respond to such a request in a timely manner or with less than optimum equipment and/or personnel, it being the understanding of the Parties that each is primarily and ultimately responsible for the provision of fire protection services needed within their own jurisdictions.
- l. Should a dispute arise between the Parties under or related to this Agreement, the Parties agree that within 30 days after notice of the dispute from one Party to the other, the Parties will attempt to resolve the dispute through negotiations. If such negotiations reach an impasse, the Parties agree that within 60 days after Notice of an impasse, they will attempt to resolve the matter through any method or combination of non-binding alternative dispute resolution (ADR) methods available under the Administrative Dispute Resolution Act of 1996, Pub. L. No. 104-320 (codified at 5 U.S.C. §§ 571-583). The cost of any third party neutral will be divided equally between the Parties, and the selection of any third party neutral will be by agreement of the Parties. If such ADR proceeding does not result in resolution of the dispute, the Parties may separately pursue any remedy available to a Party under the law. However, both Parties agree that the initiation of formal litigation does not preclude further attempts at resolving the dispute through alternative dispute resolution methods. Both Parties agree that the terms of this clause will be considered the "Administrative Remedies" that must be exhausted, prior to institution of any formal litigation.
- m. All notices, requests, demands, and other communications which may or are required to be delivered hereunder will be in writing and will be delivered by messenger, by a nationally-recognized overnight mail delivery service or by certified mail, return receipt requested, at the following addresses:

For the Air Force:

5 BW/CC
Colonel Matthew R. Brooks
167 Summit Drive, Suite 100
Minot AFB ND 58705-5037

And:

Department of the Air Force
AFCEC/CXF
139 Barnes Drive, Suite 1
Tyndall AFB FL 32403-5319

And:

Minot Air Force Base
5 CES/CED
Mr. Robyn Roberts
Bldg 896 Flight Line Drive
Minot AFB ND 58705

For Minot Fire Department
Chief Kelly Flermoen
P.O. Box 5006
Minot, ND 58701

TERMS OF THE AGREEMENT

- n. This Agreement will become effective on the date of the last signature to the Agreement and will remain in effect for 5 years from that date (the "Tenn") and automatically renews annually for a term of 20 years. Either Party may unilaterally terminate this Agreement during the Tenn by sending notification of its intent to terminate to the other Party at least one hundred and eighty (180) days in advance of the proposed date of termination. Such notification will be in the form of a written submission to the other Party.
- o. Upon becoming effective, this Agreement will supersede and cancel all previous agreements between the Parties concerning the rendering of assistance from one to the other for the purposes stated in this Agreement.
- p. The modification or amendment of this Agreement, or any of the provisions of this Agreement, will not become effective unless executed in writing by both Parties.
- q. This Agreement may be executed in one or more counterparts, each of which will be deemed an original.

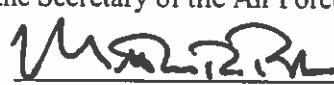
IN WITNESS WHEREOF, The Parties have caused this Agreement to be executed by their duly authorized representatives on the dates shown below:

FIRE DEPARTMENT
For Minot Fire Department

By: -----
Name: Mr. Chuck Barney
Mayor, Minot ND

Date: -----

by the Secretary of the Air Force

By: 
Name: MATTHEW R. BROOKS, Colonel, USAF
Commander, 5th Bomb Wing

Date: 6 Dec 2017



TO: Mayor Chuck Barney
Members of the City Council

FROM: *Kelli Flermoen, Fire Chief*

DATE: February 21, 2018

SUBJECT: FIRE DEPARTMENT TRAINING OFFICER POSITION

I. RECOMMENDED ACTION

1. We recommend the Committee and Council allow the fire department to move forward with

the creation of a Fire Department Training Officer position.

II. DEPARTMENT CONTACT PERSONS

Kelli Flermoen, Fire Chief	857-4740
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III. DESCRIPTION

A. Background

The fire department has a need for a full-time training officer during this time of difficulty in retaining personnel. This turnover results in a need for a higher number of new recruits as well as a need for an additional increased focus on training in driver/operator. During this time, there is a need to ensure that the current staff's proficiency is maintained. This has become a burden on our staff and the creation of a full time training officer would allow us to meet our training needs at all levels. The current organizational structure has the assistant chief overseeing training with the assistance of one captain per shift. At this time, our training personnel are being stretched in their abilities to focus on the growing needs of the department. The Fire Marshal position has remained open since 08/2018 and have received very few qualified applicants. After further review of the position and the needs of the department, we feel at this time there is a greater need for focused intentional training to assist us as we work to fill and grow personnel within their positions.

B. Proposed Project

This project would allow the Minot Fire Department to create a training officer position that would be a Captain level position. This would be a lateral position from the rank of Captain. This would be a 40-hour position on a 2-year bid for the transfer. There would be an application process followed by an interview/assessment center type of evaluation. At the end of the 2-year bid, there would be another process to name the next training officer. This model would allow individuals to continue within their career in the suppression ranks without compromising their training and command knowledge. In addition, it will allow personnel to experience the daily functions of the organization as well as keep a fresh perspective in regards to training.

C. Consultant Selection

N/A

IV. IMPACT:

A. Strategic Impact:

This project will allow the Minot Fire Department to focus efforts on catering to the every growing needs of the organization and individuals personal training needs.

B. Service/Delivery Impact:

Allowing the Minot Fire Department to focus on the different disciplines, personal learning needs and filling in the gaps identified within our training will allow for an increased efficiency and effectiveness. With the number of inexperienced personnel, the need for additional training is increased to ensure that our service delivery is not compromised.

Currently the Fire Marshals duties has been split between the current fire inspectors and the assistant fire chief. The Assistant Fire Chief has extensive knowledge and experience in fire inspections, code and plans review. The Fire Marshal position will need to be looked at upon his retirement later on in 2018 to ensure that this important role is filled.

C. Fiscal Impact:

This position will be funded through the Fire Marshal position.

Project Funding

Fire Marshal – Grade 67	\$76,924 (2018 budget)
Fire Captain/Training Officer – Grade 59	\$66,331 (midpoint)

V. ALTERNATIVES

1. The Committee of the Whole and City Council could deny this request to fund a training officer position and we will continue to search for a qualified Fire Marshal candidate.

VI. TIME CONSTRAINTS

The Minot Fire Department would like to fill this position by the end of March before the start of 8 new firefighter recruits on April 2, 2018.

VII. LIST OF ATTACHMENTS



TO: Mayor Chuck Barney
Members of the City Council

FROM: *Kelli Flermoen, Fire Chief*

DATE: *February 21, 2018*

SUBJECT: **SCBA – BID ACCEPTANCE (FD0067)**

I. RECOMMENDED ACTION

1. We recommend the Committee and Council allow the fire department to accept bids to

replace all self-contained breathing apparatus (SCBA) for the department. Bid opening is on February 26 and will require extensive review in order to ensure that the bids meet spec. Recommendation will be made available for the March 5th council meeting.

II. DEPARTMENT CONTACT PERSONS

Kelli Flermoen, Fire Chief	857-4740
Lonnie Sather, Fire Battalion Chief	857-4740

III. DESCRIPTION

A. Background

The fire department applied for a FEMA Assistance to Firefighter Grant to replace all self-contained breathing apparatus (SCBA) within the department to comply with the most current National Fire Protection Association (NFPA) standards. The award is for \$272,728.00 with a cost match of \$27,272.00. This project along with the budget amendment was approved in November by council.

B. Proposed Project

This project will allow us to purchase all new self-contained breathing apparatus (SCBA) for the department.

C. Consultant Selection

N/A

IV. IMPACT:

A. Strategic Impact:

This project will allow the fire department to replace the current SCBA, which do not meet standard.

B. Service/Delivery Impact:

This will allow for safer operations for our firefighters. These new SCBAs will be a higher capacity tank to allow for longer working times within the high hazard environments, Bluetooth connection to the radios for better communications between crewmembers, and buddy breathing equipment to assist in low air situations.

C. Fiscal Impact:

<u>Project Costs</u>	
50 self-contained breathing apparatus	\$300,000
<u>Project Funding</u>	
FEMA Assistance to Firefighter grant	\$272,728
Sales Tax Improvements Major Project	\$27,272

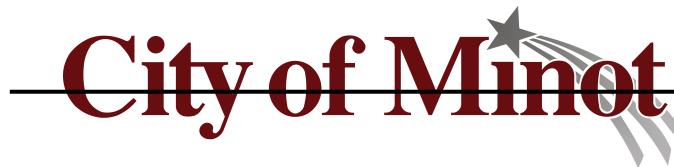
V. ALTERNATIVES

The Committee of the Whole and City Council could deny this application if there is reasonable cause to do so and we can deny the grant. The city will have to fund the project when funding comes available.

VI. TIME CONSTRAINTS

The grant has a one-year project timeline to purchase the equipment.

VII. LIST OF ATTACHMENTS



TO: Mayor Chuck Barney
Members of the City Council

FROM: *Kelli Flermoen, Fire Chief*

DATE: February 21, 2018

SUBJECT: SCBA COMPRESSOR – BID ACCEPTANCE (FD0068)

I. RECOMMENDED ACTION

1. We recommend the Committee and Council allow the fire department to move forward with

the acceptance of bids on the Self Contained Breathing Apparatus (SCBA) fill station compressor. Bid opening is on February 26 and will require extensive review in order to ensure that the bids meet spec. Recommendation will be made available for the March 5th council meeting.

II. DEPARTMENT CONTACT PERSONS

Kelli Flermoen, Fire Chief	857-4740
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III. DESCRIPTION

A. Background

The fire department applied for a Rural Community Grant to replace the SCBA air compressor to comply with the most current National Fire Protection Association (NFPA) standards. The award is for \$20,000.00. We have the additional funds within the 2018 budget to complete the project. This project and the budget amendment was approved in October 2017.

B. Proposed Project

This project will allow us to fund a new SCBA air compressor. The new compressor would allow us to fill not only our bottles but also bottles for the surrounding fire department, water rescue teams, and bomb squads. Certified breathing air is a crucial component in providing a high level of response to fires, hazardous materials and other high hazard environments. This project would allow the filling of the new standard of bottles with certified breathing air ensuring that our responders are protecting their lungs with the highest level of protection for their safety and the safety of others.

C. Consultant Selection N/A

IV. IMPACT:

A. Strategic Impact:

This purchase will provide a new SCBA compressor that meets the National Fire Protection Association standards which is part of our guiding budgetary principles as well as the department goal of priding exceptional public safety and emergency service.

B. Service/Delivery Impact:

This purchase will allow the fire department to replace the current compressor to allow for us to be able to fill the newer air bottles that we will be purchasing. Our current compressor has pressure restrictions on it that do not allow us to fill to capacity. This compressor will allow us to fill the air tanks with certified breathing air that is necessary for our firefighters to perform their duties.

C. Fiscal Impact:

This project will be funded by a rural community grant and budgeted fire capital purchase funds.

<u>Project Funding</u>	
Rural Community Grant	\$20,000
Fire Capital Purchase	\$24,695
<u>Project Estimate</u>	\$44,695

V. ALTERNATIVES

The Committee of the Whole and City Council could deny this application if there is reasonable cause to do so and the Rural Community Grant that was accepted would be turned down. The city will have to fund the project when funding comes available at a later date.

VI. TIME CONSTRAINTS

The grant has timeline to purchase the equipment in 2018.

VII. LIST OF ATTACHMENTS



TO: Mayor Chuck Barney
Members of the City Council

FROM: *Kelli Flermoen, Fire Chief*

DATE: *February 21, 2018*

SUBJECT: **STATION 3 REMODEL PROJECT – BID ACCEPTANCE**

I. RECOMMENDED ACTION

1. Recommend approval of bids for the remodel of Fire Station #3. Bid opening is on February 28. Recommendation will be made available for the March 5th council meeting.

II. DEPARTMENT CONTACT PERSONS

Kelli Flermoen, Fire Chief	857-4740
Dean Lenertz, Assistant Fire Chief	857-4740

III. DESCRIPTION

A. Background

Station 3 (2300 N Broadway Street) is in need of a remodel to address multiple issues to include code compliance, space, and ageing building issues.

B. Proposed Project

The goals of this project is to address space and building issues and bring Station 3 up to the current fire code within the addition portion of the building. The project will also remodel the existing living space to provide continuity of the building while providing a better quality of living space for our firefighters. This will extend the life of the building for years to come.

C. Consultant Selection

Our consultants, EAPC and Ulteig, will be putting together the bid package and advertising for bids once the FAA has provided feedback on the submitted design package.

IV. IMPACT:

A. Strategic Impact:

This project will provide a safer environment for our firefighters to live and work in which aligns with the goals of our City.

B. Service/Delivery Impact:

This project will provide a better work and living environment for the firefighters.

C. Fiscal Impact:

Project Costs

List the cost components and dollar amounts

Construction Costs	\$1,041,209.82
A/E Fees	<u>\$111,222.83</u>
Total	\$1,152,432.65

Project will be funded: Tax Levy & FAA Federal & State Grants

V. ALTERNATIVES

Alt 1. The Council could disapprove the request, which would result in the delay of the project until council approval.

VI. TIME CONSTRAINTS

Council's approval of the recommendation will allow the project to be bid and constructed within the 2018 construction season.

VII. LIST OF ATTACHMENTS



TO: Mayor Chuck Barney
Members of the City Council

FROM: Jacqueline Melcher, Assistant City Engineer *JM*

DATE: February 20, 2018

SUBJECT: **2018 STREET PATCHING PROJECT AWARD OF BID (City Project No. 4309)**

I. RECOMMENDED ACTION

1. On Tuesday, February 27, 2018 at 11:00 a.m., bids will be opened for the 2018 Street Patching Project. Due to timing of the bid opening, a recommendation will not be ready in time for the February memo deadline. However, we do anticipate a recommendation will be available and placed on Council's desk for approval.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer	857-4101
Jacqueline Melcher, Assistant City Engineer	857-4132

III. DESCRIPTION

A. Background

This is the annual maintenance project to patch and repair pavement surfaces that have failed or are showing distresses . Repairing failed and distressed pavement prolongs the lifespan of the road.

B. Proposed Project

Work for this project will take place in six different units throughout the City's right of way.

C. Consultant Selection

N/A

IV. IMPACT:

A. Strategic Impact:

N/A

B. Service/Delivery Impact:

N/A

C. Fiscal Impact:

The project will be paid for with Street Department budgeted funds.

Project Costs

Engineer's Estimate:	\$	440,208.10
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V. ALTERNATIVES

N/A

VI. TIME CONSTRAINTS

N/A

VII. LIST OF ATTACHMENTS

A. Locations for the 2018 Street Patching Project



TO: Mayor Chuck Barney
Members of the City Council

FROM: Jacqueline Melcher, Assistant City Engineer *JM*

DATE: February 20, 2018

SUBJECT: PROJECT 4310 - 2018 STREET SEAL DISTRICT AWARD OF BID

I. RECOMMENDED ACTION

1. On Tuesday, February 27th, 2018 at 11:00 am, bids will be opened for the 2018 Street Seal District Project. Due to timing of the bid opening, a recommendation will not be ready in time for the February memo deadline. However, we do anticipate a recommendation will be available and placed on Council's desk for approval.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer	(701) 857-4101
Jacqueline Melcher, Assistant City Engineer	(701) 857-4132

III. DESCRIPTION

A. Background

This is the annual maintenance project to seal the pavement surface and fill the cracks that have developed over time. The project helps protect the pavement surface and prevent surface water infiltration for approximately 5 years.

IV. IMPACT:

A. Strategic Impact: N/A

B. Service/Delivery Impact: N/A

C. Fiscal Impact: The funding will come Street Improvement budgeted funds. Project Costs Engineer's Estimate \$1.2 Million.

V. ALTERNATIVES

N/A

VI. TIME CONSTRAINTS

N/A

VII. LIST OF ATTACHMENTS

A. Locations for the 2018 Street Seal District Project.

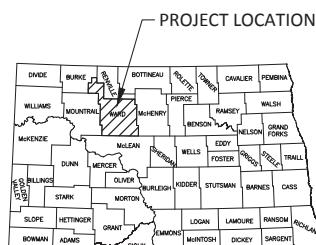
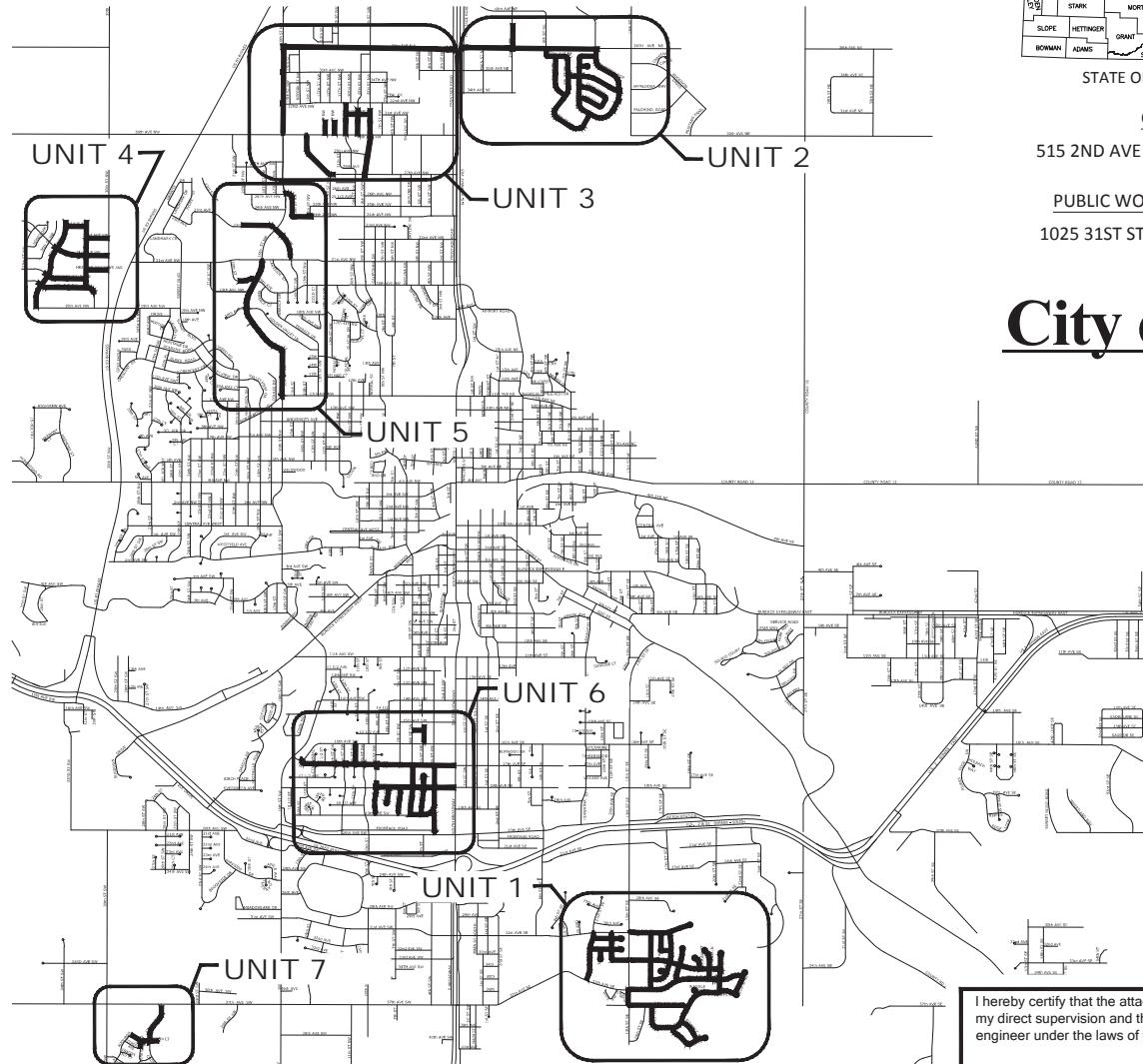
CITY OF MINOT
WARD COUNTY, ND
2018 STREET SEAL DISTRICT

CITY OF MINOT PROJECT 4310

SHEET INDEX

SHEET DRAWING

1 COVER SHEET
2 QUANTITIES & GENERAL NOTES
3 UNIT 1 SCOPE OF WORK
4 UNIT 2 SCOPE OF WORK
5 UNIT 3 SCOPE OF WORK
6 UNIT 4 SCOPE OF WORK
7 UNIT 5 SCOPE OF WORK
8 UNIT 6 & 7 SCOPE OF WORK
9 UNIT 1 & 2 STRIPING
10 UNIT 3 STRIPING
11 UNIT 3 STRIPING
12 UNIT 3 STRIPING
13 UNIT 3 STRIPING
14 UNIT 5 STRIPING
15 UNIT 5 STRIPING
16 UNIT 5 STRIPING
17 UNIT 6 STRIPING
18 UNIT 6 STRIPING
19 STANDARD & SUPPLEMENTAL DETAILS



STATE OF NORTH DAKOTA

CITY HALL
515 2ND AVE SW, MINOT, ND 58701

PUBLIC WORKS & ENGINEERING
1025 31ST ST SE, MINOT, ND 58701

City of Minot

N
NTS

THIS DOCUMENT WAS ORIGINALLY
ISSUED AND SEALED BY
LANCE E. MEYER
REGISTRATION NUMBER
PE-7121
ON 01/31/2018 AND THE
ORIGINAL DOCUMENT IS STORED AT
THE CITY OF MINOT,
1025 31ST ST SE
MINOT, ND 58701

I hereby certify that the attached plans were prepared by me or under
my direct supervision and that I am a duly registered professional
engineer under the laws of the State of ND.

Lance Meyer /s/
LANCE MEYER, P.E. CITY ENGINEER

PE-7121 01/31/2018
LIC. NO. DATE

2018 STREET SEAL DISTRICT

Surveyed by	MRK	Drawn by	MRK
Designed by	MRK	Date	1/31/2018
		Project No.	4310
SHEET			
I hereby certify that the attached plans were prepared by me or under my direct supervision and that I am a duly registered professional engineer under the laws of the State of ND.			1 OF 19



TO: Mayor Chuck Barney
Members of the City Council

FROM: Jacqueline Melcher, Assistant City Engineer *jml*

DATE: February 20, 2018

SUBJECT: PROJECT 4311 - 2018 SIDEWALK, CURB & GUTTER REPLACEMENT AWARD OF BID

I. RECOMMENDED ACTION

1. On Tuesday, February 27th at 11:00 am, bids will be opened for the 2018 Sidewalk, Curb & Gutter Replacement Project. Due the timing of the bid opening, a recommendation will not be ready in time for the February memo deadline. However, we do anticipate a recommendation will be available and placed on Council's desk for approval.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer	(701) 857-4101
Jacqueline Melcher, Assistant City Engineer	(701) 857-4132

III. DESCRIPTION

A. Background

This annual project consists of constructing, rebuilding or repairing of sidewalk, curb & gutter in the right of way. This year's project is broken into two units, Unit 1 and Unit 2, respectively.

Unit 1 consists of an estimate of quantities created for bidding purposes and was advertised. The exact repair work is only an estimate and can vary greatly from year to year. The City will only spend up to the budgeted amount of \$120,000 for the repair work as identified in Unit 1.

Unit 2 is the assessment roll work of constructing, rebuilding, or repairing sidewalks that are deemed a safety issue or are not installed. An estimate of quantities was created for bidding purposes and advertised.

For the assessment roll work of the project, Section 28-80 of the Minot Municipal Code, and Section 40-29-02 of the North Dakota Century Code, states that it is the duty of the owner, to maintain or construct where required, sidewalks adjacent to their properties. City Staff have identified properties where the sidewalks are not in compliance with these Codes. In

accordance with Section 40-29-03 of the North Dakota Century Code, the Engineering Department will be providing notices to property owners to construct, rebuild, or repair sidewalks adjacent to their properties within the city right of way. Upon notice, the property owner will have the option to:

- 1.) Repair or install the sidewalk themselves;
- 2.) Hire a licensed contractor to perform the work; or
- 3.) Sign a waiver and have the City Contractor repair the sidewalk where the costs will be assessed to the property owner.

If the property owner fails to comply with the notice that was sent, Sections 40-29-04 and 40-29-05 of the North Dakota Century Code provides the municipality the power to assess the properties for the work performed and any administrative fees.

B. Proposed Project

Constructing, rebuilding or repairing of sidewalk, curb & gutter in the right of way.

C. Consultant Selection

N/A

IV. IMPACT:

A. Strategic Impact:

N/A

B. Service/Delivery Impact:

N/A

C. Fiscal Impact:

The repair work performed in Unit 1 will be paid for with budgeted funds. The work performed in Unit 2 will be assessed to the property owners.

Project Cost

Engineer's Estimate (Unit 1)	\$	135,771.00
Engineer's Estimate (Unit 2)	\$	250,867.82

Project Funding

Unit 1 Sales Tax Budgeted Funds

Unit 2 Special Assessment

V. ALTERNATIVES

N/A

VI. TIME CONSTRAINTS

N/A

VII. LIST OF ATTACHMENTS

A. N/A



TO: Mayor Chuck Barney
Members of the City Council

FROM: *Alderman Wolsky*

DATE: *February 20, 2018*

SUBJECT: PRESENTATION ON OUTDOOR ICE RINK OPERATION, SCHEDULE, BUDGET, USAGE & GOALS

I. RECOMMENDED ACTION

Council gather information on the City's participation in the management, operation, scheduling, budget, usage, and goals of our outdoor ice skating program.

II. DEPARTMENT CONTACT PERSONS

*Alderman Wolsky -- Requested Presentation
Scott Collins -- Recreation Department*

III. DESCRIPTION

A. Background

The City of Minot in conjunction with the Minot Park District operates several outdoor ice skating rinks.

IV. IMPACT:

A. Strategic Impact:

This is a presentational item intended to educate Council and the public on the community's ice skating opportunities and operation.

B. Service/Delivery Impact:

This is a presentational item.

C. Fiscal Impact:

This is a presentational item; there is no fiscal impact.

V. ALTERNATIVES

We could choose not to discuss this item.

VI. TIME CONSTRAINTS

The outdoor ice skating operation has recently concluded its 2017-2018 operations which makes this an opportune time to review the program.

VII. LIST OF ATTACHMENTS

There are no attachments.



TO: Mayor Chuck Barney
Members of the City Council

FROM: *Dan Jonasson, Director of Public Works*

DATE: *February 22, 2018*

SUBJECT: **MREFPP update**

I. RECOMMENDED ACTION

1. Informational

II. DEPARTMENT CONTACT PERSONS

Dan Jonasson, Director of Public Works	857-4140
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III. DESCRIPTION

A. Background

Status updates from the design engineers for phases of the MREFPP in progress are attached for the Committee/Councils information.

- B. All permits have been now been received for phases 1-3 of the flood protection project and the SRJB awarded the contracts for these phases of the project.
- C. Pre-construction conferences will be held for phase 2,3 on March 1, 2018 at 9:00 AM at the offices of Public Works
- D. Pre-construction conference for phase 1 will be held on March 1, 2018 at 1:00 PM at the offices of Public Works.
- E. **A ground breaking ceremony for the flood protection work is scheduled for 1:30 March 28, 2018 at 16th street SW and Forrest Road. Invitations will be sent for this monumental event**
- F. **The ISRB held their meeting in Minot and received public input on the updates that are being considered for the Plan of Study or how operations of the dams are done in a flood event. Public Works provided input as to items that they need to take into consideration. They were as follow:**
 1. Keep in mind how full the potholes are when forecasting runoff as this makes a large impact on runoff amounts
 2. Keep in mind a basin wide consideration for flows through out the basin as many areas cannot handle large flows for a long time.
 3. Look at how operations are done for major rain events, not just spring runoff events.

IV. IMPACT:

V. ALTERNATIVES

VI. TIME CONSTRAINTS

VII. LIST OF ATTACHMENTS

- A. Houston Engineering – memo February update
- B. Barr Engineering Memo February project updates

PROJECT STATUS REPORT

PROJECT INFORMATION

REPORT DATE	PROJECT NAME	PREPARED BY
February 19, 2018	MOUSE RIVER ENHANCED FLOOD PROTECTION PROJECT (MREFPP)	Jerry Bents, PE.

STATUS SUMMARY

This report provides an update of the project status for the different initiatives that the Houston Engineering Team has underway for the Souris River Joint Board (SRJB). This report summarizes activities that are included in the invoices that you will be considering at the next meeting as well as additional items completed through the date of this report.

MREFPP - GENERAL PROJECT COORDINATION AND SUPPORT (8313-001)

TASK

Phase 1 - General Project Coordination and Support

- Coordination and minute review.
- Assist in development of the Agenda for the coordination meetings and review of minutes prior to publishing.
- General project management and coordination with the BARR team.
- Attend SRJB coordination meetings and preparation

Phase 97 – USACE Feasibility Study Coordination

- General coordination w/USACE on Feasibility Study and Coordination calls

MREFPP - REGULATORY COORDINATION AND COMPREHENSIVE MITIGATION PLANNING (8313-007)

TASK

Phase 99 – Additional Services

- Coordination w/USACE on cultural questions for 404 Approval – Formal approval / Full Executed Permit received February 9th
- Finalizing DU Wetland Credit allocation for Phases MI-1 to MI-3 with USACE per permit conditions.

MREFPP NORTH 4TH AVE NW GENERAL DESIGN AND CONSTRUCTION - PHASE MI-1 (8313-010/017)

TASK

Phase 001 – Project Administration

- Project Administration and Management

Phase 004 - Public Outreach

- Public Outreach (Odney)

Phase 095 - Bid and Award Services – Rebid MI-1

- Prepare conformed construction set

Phase 099 - Additional Services

- Coordination and develop data for SRF funding – Work through reporting requirements with NDDOH staff.
- Developed addendum for 408 submittal based on changes since 100% submittal and provided to USACE on 1/30. Presently awaiting comments.

Phase 001- Construction - Task 1A - ESDC - Office Engineering Services

- Submittal reviews and coordination on protocols
- Develop Contracts
- Prepare for Pre-Construction Meeting – 3/1

Phase 003 - Construction - Task 1A - ESDC - Construction Phase Survey

- Field survey for SRT relocation by 3rd Street

MREFPP - SWIF - INVESTIGATION & ANALYSIS OF OUTFALL PIPES (8313-015)

TASK

Phase 1 - Televising Scope Development

- Development of Year End Summary Report (2017)
- Coordination with City of Minot Staff on methods for remaining pipe televising
- Coordination with Contractor on potential to use divers

MREFPP - 4TH AVENUE NE LEVEE EXTENSION - PHASE MI-5 (8313-016)

TASK

Phase 001 – Project Administration

- Project management
- Coordination with property owners on boring access agreements

Phase 004 – 90% Design Services

- Begin preparation of 90% submittal preparation and incorporation of 60% comments from USACE and IEPR
- Coordinate on pump station layout and aesthetics
- Field survey of channel

Phase 006 – Geotechnical Services

- Respond to comments from IEPR and USACE on 60% submittal

Phase 008 - HTRW Survey (Phase 1)

- Records review, field reconnaissance, and HTRW document development – Develop Phase 2 scope of work and obtain budget for future completion.

Phase 012 - Traffic and Lighting (SRF)

- Traffic analysis and reporting

Phase 099 - Additional Services

- Alternative cost estimate memorandum for revised alignments
- Airport drainage area hydraulic improvement estimate
- Revised drawings for 27,400 cfs tie in option

MREFPP - WIK MAPLE DIVERSION - 30% STRUCTURAL (8313-018)

TASK

Phase 001 - Structural Services

- Project management and coordination w/BARR Team

MREFPP - WIK MAPLE DIVERSION - 30% CIVIL (8313-019)

TASK

Phase 001 - Project Management/Coordination

- Project management and coordination w/BARR Team

Phase 002 - Draft Technical Review (DTR)

- Develop information for Draft Technical Review Report (civil design, road layouts, utility relocation, etc.)

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PROJECT STATUS REPORT

PROJECT SUMMARY

REPORT DATE	PROJECT NAME	PREPARED BY
February 19, 2018	MOUSE RIVER ENHANCED FLOOD PROTECTION PROJECT (MREFPP)	Jason Westbrock

STATUS SUMMARY

This report provided an update of the project status for the different initiatives that the Barr Engineering Team has underway for the Souris River Joint Board (SRJB). This summaries activities that are included in the invoices that you will be considering at the next meeting as well as additional items to the date of this report.

PHASES 2 & 3

DESIGN, PERMITTING & CONSTRUCTION

- Received for 404, Sovereign Lands, and State Construction Permits
- Making arrangements for preconstruction meeting, reviewing RFI's from Wagner, evaluating construction schedule, contracting, and setting up tracking tools.
- Planning for groundbreaking ceremony.

MI-2A CONSTRUCTION (PERKETT DITCH IMPROVEMENTS)

- Final punch list items in spring

BURLINGTON

DESIGN & PERMITTING

- Evaluating alternative levee alignment around Sports Complex
- Working through real estate needs.
- Borrow site clearance.

FEASIBILITY STUDY WORK IN KIND

- Hydraulic modeling in support of plan optimization
- Geotechnical review of available information

- Preliminary layout of CP Rail bridge
- Coordination discussions with USACE

STARR

- Anticipate additional offers to be accepted in the coming weeks
- Two closings in February; three closings to be scheduled.
- Sent one additional land acquisition request to Ward County
- Developed Advertisement for Bids for Resale and Demo work.



TO: Mayor Chuck Barney
Members of the City Council

FROM: Alderman Steve Podrygula

DATE: February 21, 2018

SUBJECT: Landfill use/financial arrangements for private contractors

I. RECOMMENDED ACTION

1. Discuss the current policies and procedures regarding payment for landfill use by private contractors;
2. Learn about policies and procedures commonly used by other municipalities;
3. Ask city staff to develop appropriate policies and procedures, including a formal contract for private haulers (pending development of a franchise arrangement); and
4. Ask city staff to institute a late fee/interest charges and terminate landfill use for unpaid accounts.

II. DEPARTMENT CONTACT PERSONS

Dave Lakefield, Finance Dir.	857-4784
Dan Johnson, Public Works Dir.	857-4140

III. DESCRIPTION

A. Background

Starting in December, the Council has been learning that several private haulers have been delinquent in paying their bills, and that the city has been owed very large amounts of money (i.e., at times over \$250,000), with payments often being over 60 days late (e.g., as of 1/02/18, \$129,054.20 was over 60 days due, \$21,545.06 was over 90 days due, and \$8252.08 was over 120 days due).

The city has essentially been providing interest-free loans to these haulers, subsidizing their operations, and allowing them to defer payment for substantial periods of time. Ironically, the private hauler who owes the most charges his customers 1½ % interest a month (on accounts over 30 days). In contrast, the ordinary citizen is required to pay their sanitation bills in a timely manner, and the city does not charge any interest on accounts.

Leaving substantial amounts unpaid subjects the city and its citizens/taxpayers to significant financial risk (e.g., if the private hauler goes out of business and/or otherwise is unable to pay what they owe).

Other North Dakota cities have much more strict policies and procedures. For example, Fargo bills on a weekly basis (so that significant unpaid balances do not accumulate), charges 1½ % interest (a month), and even turned away a hauler who owed only \$7000. Grand Forks charges 1.75% interest on accounts over 30 days.

B. Proposed Action

Instituting stricter policies and procedures would protect the financial interests of the city and allow it to operate in a more business-like and efficient manner.

It would also achieve greater transparency and help restore the confidence of the citizens that everyone is being treated fairly.

Currently, a significant amount of staff time and effort is spent attempting to collect overdue accounts, diverting limited staff resources. Tighter policies would also help generate some income to help support sanitation and landfill operations (e.g., an interest charge of 1½% a month would have generated at least \$2467.27, for the month of October 2017, on just one overdue account).

IV. IMPACT:

A. Strategic Impact:

The proposed action would be in line with efforts to achieve more transparency and accountability, and operate the city in a more business-like manner. It would also help with the current difficult financial situation, by safeguarding accounts receivable and generating some income.

B. Service/Delivery Impact:

Clear and consistent policies and procedures regarding private contractor use of the landfill will be a significant step in improving landfill and sanitation services. It will also be consistent with the city manager's commitment to a much more and thorough analysis of landfill issues. The average residential sanitation services customer should have a better customer service experience, knowing that all sanitation/landfill users are being treated equally.

C. Fiscal Impact:

There should be no significant negative financial impact, but instituting a service charge/interest fee, and tightening up collections procedures, should save money (in terms of staff time currently being spent on following up on overdue accounts) and generate some income.

V. ALTERNATIVES

Alt 1. The Council could leave things the way they are, subjecting the city to potential significant negative consequences, including financial risk (in the event that a private contractor is unwilling and/or unable to pay what they owe), and loss of citizen confidence (e.g., complaints of favoritism).

Alt 2. The City Council could proceed with the recommended actions, safeguarding the city's financial interests and improving public confidence.

VI. TIME CONSTRAINTS

Time is of the essence, in that as long as substantial amounts are still owing, there is a risk the city will not be paid. By not charging interest on overdue accounts, the city is losing money every month.

Ideally, dealing with these issues would be part of the plan to establish a franchise system for private haulers. However, the city manager has indicated that setting up such a system will take a considerable amount of time.

VII. LIST OF MOTIONS

1. City staff is asked to develop formal policies and procedures for commercial users of the city landfill, including a formal contract (pending development of a franchise arrangement).
2. Effective April 1, 2018, the city will impose a monthly interest charge of 1.75% on any commercial landfill accounts that are over 30 days due.
3. Effective April 1, 2018, the city will terminate commercial landfill use privileges on any accounts over 60 days due. Reinstatement of privileges will require full payment of all monies due the city.

Memo

To: Honorable Mayor and fellow Aldermen
From: Alderman Steve Podrygula
Date: February 22, 2018
Subject: Further information regarding private contractor landfill use

To give us a better perspective on the problem we have been experiencing in getting private sanitation haulers to pay their landfill bills in a timely manner, I have been exploring the policies and procedures of several other cities in the state, and would like to report on what I have found.

Bismarck charges its customers a service fee of 1.50 % per month on past due accounts. At 60 to 90 days, the customer is contacted; if payment is not received within 7 to 10 days, a decision is made as to whether or not to continue to allow the customer to use the landfill.

Recently, there was a situation with a customer who was two months overdue, and owed approximately \$200,000. It was decided not to allow the trucks to dump anything until the balance was paid in full. When the trucks showed up, they were turned away with a full load. Although a bit angry, the trucking manager came to the city and paid the entire balance; the customer was allowed to use the facilities again.

Dickinson experienced significant problems, particularly connected with oil field activity, and went to a "cash only" basis for small haulers. Larger, regular haulers are on an approved list, but with a "three strikes and you're out" policy: bills are sent out monthly and have to be paid within 30 days; if they are late, it counts as one strike; after three strikes access to the landfill is denied (and they don't get any city business). The city maintains regular contact with these private haulers. A policy of not allowing contractors to use the landfill until their bill is paid in full has really helped.

Interestingly, one private hauler actually told the city that they were deliberately using the city "as a bank", delaying payments as no interest was charged on accounts (in contrast to other people they owed money to).

Fargo charges 1.50 % interest on any accounts over 30 days; at 60 days, they are barred from the landfill. To avoid the buildup of large amounts, Fargo bills on a weekly basis. Unpaid bills of even \$5000 or \$6000 lead to a cutoff of dumping privileges; they are stopped right away and not allowed access to the landfill (as was recently the case with a hauler who owed only \$7000 and wasn't allowed to even enter the landfill). Continual late payments are simply not allowed. Private haulers have to be licensed.

Grand Forks charges 1.75 % on late accounts. A hauler can probably go a couple months before landfill privileges are suspended, although the city wants to be paid "sooner rather than later".

Williston charges 1.50 % on late accounts. They try to maintain personal contact with all their commercial haulers and be flexible. Their level of concern varies with both the number of invoices that have been sent out and the amount that is owed (e.g., if the amount due is over \$100, they "start targeting them"). Once dumping privileges have been suspended, they want everything over two months due, at a minimum, before use of the landfill is again allowed.

The common themes emerging from these cities are as follows: require payment of bills within 30 days; charge (realistic) interest on unpaid balances; discontinue landfill privileges when accounts are not paid in a timely manner (usually at 60 days); require payment of the entire balance before landfill privileges are reinstated; and closely monitor accounts to be sure that large balances are never built up in the first place.

I also want to offer a personal perspective, from 30 years as a small businessman. One of the first things you learn is not to let unpaid account balances buildup. The longer an account goes unpaid, the less likely it becomes that it will ever be fully paid off. It is very desirable to have a formal agreement, or contract, clarifying financial arrangements. A significant unpaid bill strains any relationship, both for the person who owes the money and the one to whom it is owed.

I appreciate the efforts that Dan Jonasson, Dave Lakefield, and Tom Barry have made to improve our landfill financial situation, and hope that we, as a Council, continue to improve the accountability and transparency of this, and all of our other, operations.

SP/d
02/23/18

Landfill Use/Financial Arrangements for Private Contractors - Addendum

From: David Lakefield

I have approved this agenda item to be added to the Committee of the Whole meeting to get the discussion started. I would recommend approving a finance charge Citywide instead of just for commercial haulers at the landfill.

Finance is researching the capabilities of our financial software to see if there are any limitations that may prohibit the implementation of this finance charge. We are also researching any limitations that may be placed on the rate imposed.

I expect to have the required information in time for the meeting.

Please feel free to contact me with any questions.

David Lakefield
701-857-4784
david.lakefield@minotnd.org

26 CFR 601.601: Rules and regulations.
(Also Part 1, §§ 45D, 1400Z-1, 1400Z-2.)

Rev. Proc. 2018-16

SECTION 1. PURPOSE

This revenue procedure provides guidance to the Chief Executive Officers of any State, any possession of the United States, and the District of Columbia regarding the procedure for designating population census tracts as Qualified Opportunity Zones for purposes of §§ 1400Z-1 and 1400Z-2 of the Internal Revenue Code (Code).

SECTION 2. BACKGROUND

.01 Enactment. Section 13823 of “An Act to provide for reconciliation pursuant to titles II and V of the concurrent resolution on the budget for fiscal year 2018,” P.L. 115–97, which was enacted on December 22, 2017, amended the Code by adding §§ 1400Z-1 and 1400Z-2 to the Code.

.02 Tax incentives. Section 1400Z-2 of the Code allows the temporary deferral of inclusion in gross income for certain realized gains to the extent that corresponding amounts are timely invested in a qualified opportunity fund. Investments in a qualified opportunity fund may also be eligible for additional tax benefits.

.03 Qualified Opportunity Fund. Section 1400Z-2(d)(1) of the Code provides that a qualified opportunity fund is an investment vehicle that is organized as a partnership or a corporation for the purpose of investing in Qualified Opportunity Zone property.

.04 Designations, in general. Section 1400Z-1 of the Code allows the Chief Executive Officer (CEO) of each State to nominate a limited number of population census tracts to be designated as Qualified Opportunity Zones (QOZs). For purposes of §§ 1400Z-1 and 1400Z-2 and this revenue procedure, the term “State” means any State, any possession of the United States, and the District of Columbia.

See §§ 1400Z-1(c)(3) and 7701(a)(10) of the Code. Under § 1400Z-1(c)(1), a population census tract is eligible for designation as a QOZ if it satisfies the definition of “low-income community” (LIC) in § 45D(e) of the Code.

.05 Tracts Contiguous with LICs. In addition, under § 1400Z-1(e) of the Code, a tract that is not an LIC is eligible for designation if both of the following conditions are met:

- (1) The non-LIC tract is contiguous with an LIC that is designated as a QOZ (the contiguous LIC QOZ need not be in the same State.); and
- (2) The median family income of the non-LIC tract does not exceed 125 percent of the median family income of that contiguous LIC QOZ.

.06 Determination Period and Extension. Pursuant to § 1400Z-1(b)(1)(A) and (c)(2)(B) of the Code, the CEO of the State in which a tract is located may nominate the tract to be a QOZ, and any such nomination must be made no later than March 21, 2018. Under § 1400Z-1(b)(2), however, the State CEO may request, and receive, a 30-day extension of this deadline.

.07 Consideration Period and Extension. In general, not later than the end of a 30-day period beginning on the date that the Secretary of the Treasury (Secretary) receives notice of a nomination, the Secretary may certify the nomination and designate the nominated tract as a QOZ. Under § 1400Z-1(b)(2) of the Code, however, the State CEO may request, and receive, a 30-day extension of the Secretary's deadline.

.08 Qualified Opportunity Zone. Section 1400Z-1 of the Code defines a QOZ as any population census tract (either a nominated LIC or a nominated non-LIC, contiguous census tract) that is designated as a QOZ.

.09 Number of Designations.

(1) In general, § 1400Z-1(d)(1) of the Code provides that the number of population census tracts in a State that may be designated as QOZs may not exceed 25 percent of the number of population census tracts in the State that are LICs. If the number of LICs in a State is not evenly divisible by 4, the 25 percent limitation is determined by rounding the fractional quotient up to the next whole number. For example, if a State contains 197 LICs, the maximum number of designations is 50, even though 25 percent of 197 is 49.25.

(2) Section 1400Z-1(d)(2) of the Code further provides that, notwithstanding the 25 percent limitation, if a State contains fewer than 100 LICs, then a total of 25 tracts may be designated.

(3) Section 1400Z-1(e)(2) of the Code provides that not more than 5 percent of the tracts designated in a State may be non-LIC, contiguous tracts designated under § 1400Z-1(e)(1). Thus, designations under § 1400Z-1(d)(1) and (d)(2) may include a limited number of non-LIC contiguous tracts. If the number of designated QOZs in a

State is not evenly divisible by 20, the 5 percent limitation is determined by rounding the fractional quotient up to the next whole number. For example, suppose that State B has 80 LICs. Under § 1400Z-1(d)(2), State B is allowed to nominate 25 tracts for QOZ designation because State B has fewer than 100 LICs. If State B nominates all 25 of the QOZs allowed, then of the 25 nominated tracts, only 2 (5 percent of 25 or 1.25, rounded up to 2) nominated tracts may be non-LIC contiguous tracts. But if State B nominated only 18 LICs, then it could nominate only 1 (5 percent of 19 or 0.95, rounded up to 1) additional non-LIC contiguous tract.

SECTION 3. IDENTITY OF LICs AND OF THE CONTIGUOUS TRACTS THAT ARE ALSO ELIGIBLE FOR DESIGNATION AS QOZs

.01 Based on the 2011-2015 American Community Survey (ACS) 5-Year data from the Census Bureau, a public, on-line resource (Information Resource) identifies over 41,000 population census tracts that are eligible for designation as a QOZ:

- (1) 31,680 population census tracts that are LICs eligible for designation as QOZs; and
- (2) 9,453 non-LIC population census tracts that are eligible for designation if a particular LIC contiguous to the non-LIC tract is designated as a QOZ.

.02 This Information Resource includes detailed mapping, which makes it possible to see the exact location of every tract and to view a variety of demographic information for each eligible tract.

.03 In the case of each tract described in section 3.01(2) of this revenue procedure, the Information Resource includes one or more LIC tracts on whose designation as a QOZ the non-LIC tract's eligibility depends.

.04 The Information Resource can be accessed at
<https://www.cdfifund.gov/Pages/Opportunity-Zones.aspx>.

.05 In the fall of 2017, the Census Bureau released the 2012–2016 ACS 5-Year data. Because of the March 21, 2018, deadline for State CEOs to nominate tracts for designation as QOZs, the maximum aggregate number of designations in a State is determined on the basis of the 2011–2015 ACS, as reflected in the Information Resource described above.

.06 In addition, the Information Resource is a “safe harbor.” That is, if the Information Resource identifies a census tract as being either an eligible LIC or an eligible non-LIC contiguous tract, a State CEO’s nomination of that tract will not fail to be certified on the grounds that the tract is no longer eligible under more recent census data.

.07 On the other hand, in many cases, if a tract is eligible under the most recent available ACS 5-Year data, the tract is eligible to be nominated for designation. If the Information Resource, however, does not identify the tract as eligible, the nomination must be accompanied by an analysis demonstrating that eligibility, including appropriate supporting data from that ACS.

SECTION 4. SCOPE

This revenue procedure applies to the CEO of any State that desires to nominate for designation as QOZs population census tracts that are either LICs that qualify under § 1400Z-1(c)(1) of the Code or non-LIC contiguous tracts that qualify under § 1400Z-1(e)(1) of the Code.

SECTION 5. PROCEDURE

.01 A Nomination Tool, which can be accessed online, has been developed for the benefit of State CEOs that are making nominations of census tracts for designation as QOZs.

.02 Further information on the nomination process under § 1400Z-1 of the Code, including how to access the on-line Nomination Tool and how to request an extension of the determination period, will be sent individually to all State CEOs.

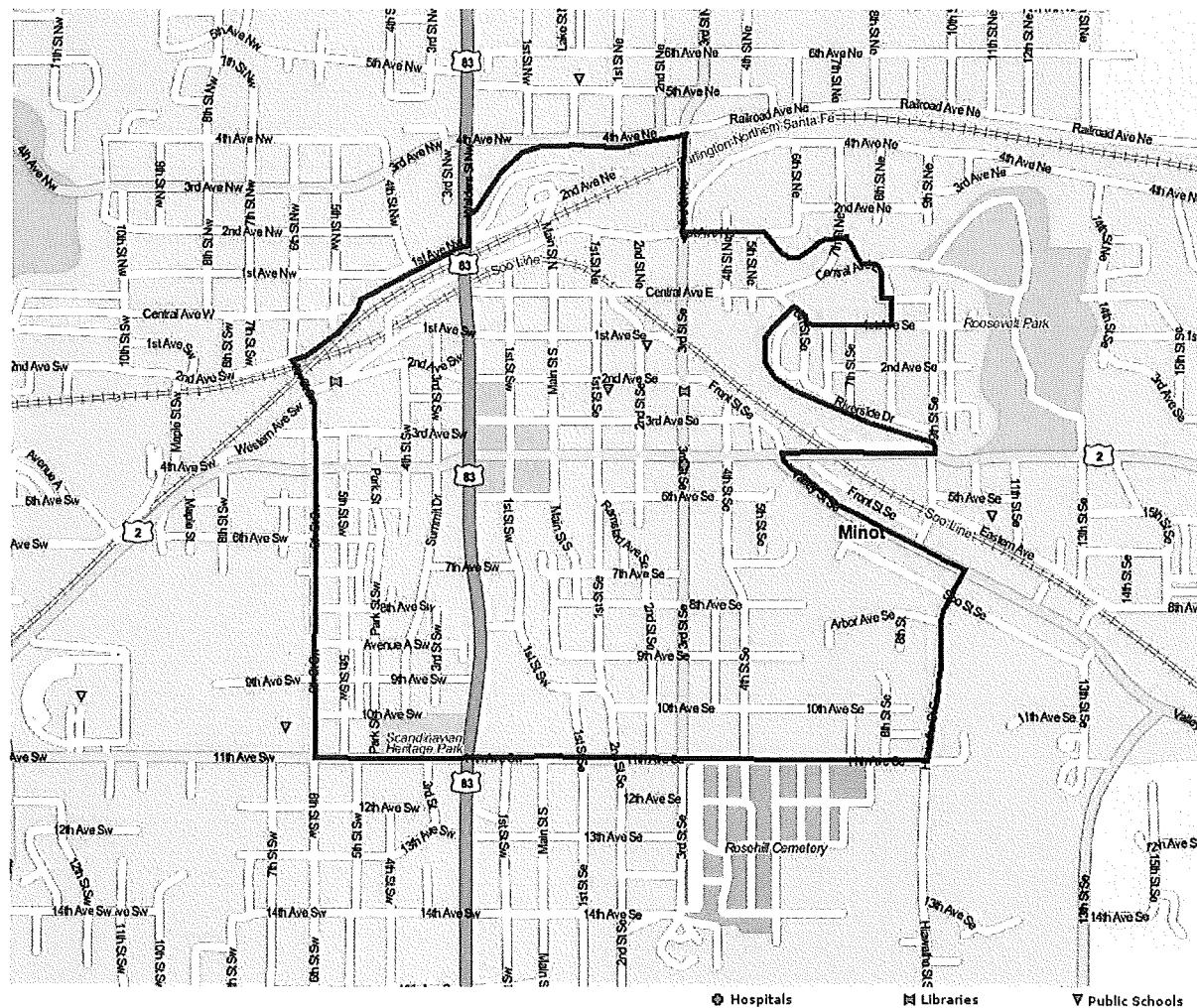
SECTION 6. EFFECTIVE DATE

This revenue procedure is effective on February 8, 2018.

SECTION 7. DRAFTING INFORMATION

The principal author of this revenue procedure is Erika Reigle of the Office of Associate Chief Counsel (Income Tax and Accounting). For further information regarding this revenue procedure contact Erika Reigle at (202) 317-7006 (not a toll free call). For further information regarding the Information Resource, contact the CDFI Fund Help Desk at (202) 653-0421 (not a toll-free call).

Overview of Census Tract 101



About this report: Enterprise's Opportunity360 platform draws together a wide breadth of data, made available for every census tract in the country. This report is a tool to help practitioners, policymakers and the public understand the complex place-based factors that shape opportunity pathways and outcomes at a local level.

The data in this report come from a wide array of third-party providers, and links to data sources are available throughout. The information presented herein has not been independently verified by Enterprise, and Enterprise disclaims responsibility from any instances of inaccurate information. Detailed methods for index calculations are available at <http://www.enterprisecommunity.org/resources/enterprise-opportunity-index-methodology-18932>.

John Zakian

From: MAILBOX: opportunity360@enterprisecommunity.org <opportunity360@enterprisecommunity.org>
Sent: Monday, February 26, 2018 8:58 AM
To: John Zakian
Subject: Opportunity Zone tool inquiry

Hi John,

Thanks for your interest in the Opportunity Zones mapping tool. Right now, the City of Minot's Census Tract 101 (FIPS: 38101010100) is not eligible as a Safe Harbor tract under the most recent version of the CDFI Fund's Opportunity Zone dataset. However, it is eligible as a low-income community with non-safe harbor status using the 2012-2016 ACS dataset which means you all would need to submit additional data to justify the designation of this particular tract as an Opportunity Zone. Our website supplies the dataset and some guidance necessary for you all to do this. Please find this information [here](#).

Given this, you all should be aware that the US Department of the Treasury plans to release an update to its CDFI Fund's Opportunity Zone dataset. We anticipate to receive this update in the coming week and will roll-out revisions to our tool to ensure it conforms with Treasury's updates. Accordingly, you all may want to wait and see if this tract becomes eligible under Safe Harbor Status after the update. If it does, you wouldn't need to supply any additional data to justify its designation as an Opportunity Zone.

Of course, please let us know if you've any additional questions.

Regards,
Ann

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From: Opportunity360 [mailto:opportunity360@enterprisecommunity.org]
Sent: Friday, February 23, 2018 4:46 PM



TO: Mayor Chuck Barney
Members of the City Council

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

DATE: February 26, 2018

SUBJECT: **Submit Census Tract 38101010100 to Governor for Opportunity Zone Designation**

I. RECOMMENDED ACTION

Authorize submitting Census Tract 38101010100 to Governor for Opportunity Zone Designation

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

One part of the tax reform legislation which was passed by Congress and signed by the President in late 2017 creates a new initiative called Opportunity Zones. This part of the law creates the opportunity for investments to be made in designated Opportunity Zones to promote growth and development. Opportunity Zones are determined by Census Tracts which have a majority population which is low and moderate income. The process to be designated Opportunity Zones starts with the Governor of each state submitting a list of Census Tracts identified to be Opportunity Zones to the US Department of the Treasury which has the final decision. The law limits a Governor to submitting no more than 25 per cent of LMI Census Tracts in the state to be approved as Opportunity Zones. The deadline for submitting the list is March 21, 2018 but a Governor may request an extension of 30 days. The basis being used by the US Department of Treasury is its LMI determination for its New Market Tax Credit Program. Minot has one Census Tract which should qualify for the Opportunity Zone. It is the one covering downtown Minot. While the current US Department of Treasury CDFI Fund New Market Tax Credit map does not show the Minot Census Tract as meeting LMI requirements, HUD data has determined it is a LMI Census Tract and an independent, well respected, one of the largest national Community Development Financial Institutions (Enterprise) also concurs that the downtown census tract qualifies for the Opportunity Zone designation.

B. Proposed Project

Submit the downtown census tract to the Governor's office with a request that it be included in the Governor's Opportunity Zone census tracts Opportunity Zone designation request and that the Governor support the city of Minot's efforts to accurately reflect the downtown district census tract's eligibility by the US Department of Treasury CDFI Fund New Market Tax Credit data base.

IV. IMPACT:

A. Strategic Impact:

Securing Opportunity Zone designation when combined with the Renaissance Zone will provide the city with a coordinated focus and effective tools to promote sustainable growth in downtown Minot.

B. Service/Delivery Impact:

Opportunity Zone designation will provide the city with an additional economic development incentive to encourage and support a cohesive, coordinated focus on continued revitalization and growth in the downtown and surrounding area.

C. Fiscal Impact:

None

V. ALTERNATIVES

N/A

VI. TIME CONSTRAINTS

NA

VII. LIST OF ATTACHMENTS

- A. Copy of Opportunity Zone statute
- B. Copy of Census Tract Map for downtown
- C. Copy of Email from Enterprise CDFI concurring census tract is eligible for Opportunity Zone