



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

**1. 2018 NUISANCE ABATEMENT PROJECT - FINAL PAYMENT (4347)**

This is the yearly project to address nuisances throughout the City.

**Recommend approval of the final payment in the amount of \$971.98 to Dig It Up Backhoe Service for 2018 Nuisance Abatement.**

Documents:

[4347 - Final Payment Memo with documentation.pdf](#)

**2. 2018 PAVEMENT MARKINGS FINAL PAYMENT (4343)**

This is the annual maintenance project to stripe pavement markings throughout the City's streets.

**Approve the final payment of \$36,422.87 to be paid to West River Striping Company for the 2018 pavement markings.**

Documents:

[4343 -Final Pay Memo.pdf](#)

**3. 2018 SIDEWALK, CURB, & GUTTER FINAL PAY APPLICATION NO. 3 (4311)**

This annual project consists of constructing, rebuilding or repairing of sidewalk, curb & gutter in the right of way.

**Approve the Final Pay Application No. 3 in the amount of \$43,987.35 to be paid to Keller Paving and Landscaping, Inc. for the 2018 Sidewalk, Curb, & Gutter project.**

Documents:

[4311 - Final Pay App No 3 Memo Packet.pdf](#)

**4. 2018 STREET IMPROVEMENT DISTRICT FINAL PAYMENT (4308)**

This project was the annual maintenance project to repair and replace streets that were showing moderate to severe pavement distresses.

**Approve the final payment of \$498,789.96 to be paid to Bechtold Paving, Inc. for the 2018 Street Improvement District.**

Documents:

[4308 - 2018 Street Improvement Final Payment Memo.pdf](#)

**5. FINAL PAYMENT- MINOT SWIF ACTION B - STORM SEWER OUTFALL TELEVISIONING**

#### **AND INSPECTION (3135.2B)**

This project televised or inspected all storm sewer outfalls or oxbow (Dead-Loop) flood control structures within the City of Minot to identify any maintenance requirements. The project was bid October 3, 2016 and Pace Construction, Inc. submitted the low bid for the project at \$240,088.85. After the project was bid, the SRJB (Souris River Joint Board) requested a change order to include televising work outside the City of Minot to this contract, which was granted. The total cost of the Project came to \$381,520.32.

**Recommend approval of the Final Payment to Pace Construction Inc. in the amount of \$115,666.75 for the SWIF Action B Storm Sewer Outfall Televising and Inspection Project.**

Documents:

[3135.2B Final Payment Memo to council.pdf](#)  
[3135.2B Pay App 5 - Final.pdf](#)

#### **6. REVISION OF CEMETERY SUPERINTENDENT JOB DESCRIPTION**

Rosehill Memorial Cemetery has a very small staff which consists of the Cemetery Superintendent and three (3) Equipment Operators. Since its inception, the position of the Cemetery Superintendent has taken on more of an administrative role with limited involvement in skilled maintenance duties. Revising the job description to include and emphasize skilled maintenance duties will be helpful to the already limited staff in the department, especially during those periods when there are multiple burials on a daily/weekly basis and extensive summer seasonal maintenance.

**Recommend approval of revisions to the Cemetery Superintendent job description as proposed.**

Documents:

[Memo for Revision of Cemetery Superintendent Job Description.docx](#)  
[CEMETERY SUPERINTENDENT 2018.docx](#)

#### **7. RESOLUTION APPROVING PARTICIPATION IN NDPERS PORTABILITY ENHANCEMENT PROGRAM**

The City Council approved participation in the North Dakota Public Employees Retirement program with the adoption of the 2019 Annual Budget. This participation will take effect on January 1, 2019.

The Portability Enhancement Program (PEP) is an additional tool offered by NDPERS which allows employees to invest additional dollars in a 457b Deferred Compensation Plan, which would enable the employee to gain a portion of the vesting in the employer's match dollars for the retirement program. This option would increase the employees' retirement benefits provided they invest the additional dollars.

**Recommend adopting resolution approving participation in the NDPERS Portability Enhancement Program.**

Documents:

[Memo for Resolution to approved participation in NDPERS Portability Enhancement Program.docx](#)  
[Resolution to adopt the NDPERS Portability Enhancement Provision.docx](#)

#### **8. 2019 LIBRARY SALARY DISCREPANCY**

Following the Minot Public Library Board's approval of the 2019 proposed Library salaries

on May 17, 2018 the City released it's FY 2019 Compensation plan which was approved on June 13, 2018. Traditionally, the Library attempts to follow the City's pay plan guideline even though the department is not considered Civil Service. If the Library Director's proposed salary plan (approved in May) had followed the City's plan (approved in June), Library employees would be eligible for a salary increase of 1.5% to 5% rather than the 1.1% to 1.8% increased approved by the Library Board based on holding the line with the 2018 salaries.

**The Minot Public Library Board is requesting that City Council approve the attached Budget Amendment to move \$15,771.18 from the Library's Cash Reserves into the Library's Salaries for 2019 in order to correct this discrepancy without impacting the Mill Levy.**

Documents:

[2019 Salary Discrepancy Memo.pdf](#)  
[BA 2019 Salary.docx.pdf](#)  
[2019 Library Salary Adjustment.pdf](#)

**9. RIGHT OF WAY ENCROACHMENT APPLICATION – BUILDING ACCESS RAMP – 18 2ND STREET NE**

Norsk Brothers, LLC wishes to provide access to their building from the adjacent public sidewalk. The proposal is to construct an ADA accessible ramp and walkway to allow ingress/egress to the west side of the building. as shown in the attached sketch. The proposed ramp/walkway will encroach on the City's right-of-way.

**Recommend approval of the Right of Way Encroachment Agreement Application submitted by Norsk Brothers, LLC for the installation of an ADA access ramp at their building at 18 2nd Street NE.**

Documents:

[Memo\\_Encroachment\\_NorskBros.pdf](#)

**10. EDGEWOOD VISTA DRAINAGE EASEMENT (4427)**

The Edgewood Vista subdivision was platted in 2006. During the infrastructure design, a 60" storm sewer was installed through the subdivision that conveys drainage from a large watershed in southeast Minot. The pipe discharges into a ditch that flows to the southeast. However, a drainage easement was never platted over this small section of the ditch within the Edgewood Vista park.

**Recommend Council accept the drainage easement on a portion of Park in Block 5, Edgewood Vista Subdivision, to the City of Minot, North Dakota.**

Documents:

[4427 Edgewood Vista Drainage Easement Memo.docx](#)  
[Easement Photo.pdf](#)

**11. REAL ESTATE TRANSFER – 27TH AVENUE NW REGIONAL STORM WATER POND (3575)**

Under a Development Agreement with the City dated August 31, 2012, Northern Lights Property Development, LLC created a regional storm water pond as a part of the 27th Avenue NW Storm Sewer Improvements Project. The Development Agreement provides that upon completion of Northern Lights' obligations under the Development Agreement, the Development Agreement will terminate and Northern Lights is required to transfer title to certain property, improvements, and associated easements to the City. Northern Lights has completed their obligations.

**Recommend approval of the transfer of land, whose legal description is Lot One (1), Block One (1), Tollberg Shores Second Addition, Ward County, North Dakota, from Northern Lights Property Development, LLC to the City of Minot, and authorize the Mayor to sign the Real Estate Transfer Agreement.**

Documents:

[Memo\\_3575\\_RealEstateTransfer.pdf](#)

**12. CITY HALL RETAINING WALL – REQUEST FOR QUALIFICATIONS (4398)**

A grouted rock retaining wall system is currently in place to retain the soil for the City Hall complex. Additional wall damage is likely to occur in the future if a change is not made.

**Recommend Council authorize the engineering department to solicit Requests for Qualifications for engineering services for the City Hall Retaining Wall Project.**

Documents:

[4398 - City Hall Retaining Wall Request RFQ Memo.pdf](#)

**13. TRANSIT BUDGET AMENDMENT FOR ROUTEMATCH UPGRADE (BUS034) P4430**

The NDDOT has approved a change in use for grant funds to upgrade our current Routematch Automatic Voice Announcement system and WiFi capabilities. They have also approved the Alternate Procurement Request to use RouteMatch as the sole source for this upgrade since it is their system. The cost of this upgrade will be approximately \$24,500.00. Because of the cost and type of upgrade this purchase will need to be capitalized so a budget amendment is included to capitalize this purchase if approved.

**Recommend the City Council authorize the Transit Department to proceed with the purchase of an upgrade to the current RouteMatch Intelligent Transportation Systems hardware and software and pass an ordinance to amend the 2018 annual budget.**

Documents:

[2018 Memo - MTC for RouteMatch Upgrade-p4430.pdf](#)  
[approved alternate procurement request.pdf](#)  
[38. 2018 BA - MTC for RouteMatch Upgrade.pdf](#)

**14. ANNE STREET BRIDGE ANALYSIS ENGINEER SELECTION (4385)**

The Anne Street Bridge is currently in poor condition. An assessment is needed to determine the most cost effective method of repairs to the bridge deck and any structural members in need of replacement. Requests for qualifications were solicited for this work. EAPC was the sole respondent to the request for qualifications. This is likely due to the complex nature of this project. Upon review of their qualifications, staff feels they can accomplish the scope requested.

1. **Recommend selection of EAPC to perform the necessary analysis work**
2. **Authorize the City Engineer to negotiate a scope and fee**
3. **Authorize the Mayor to sign the agreement**



Documents:

[4385 - Anne Street Bridge Analysis Engineer Selection.docx](#)

**15. RETAIL LIQUOR & BEER LICENSE TRANSFER**

Paperwork was submitted to transfer the retail liquor and beer license from Rose Keyes, owner of Rose's Blind Duck, LLC to be transferred to Blindsight Investments, LLP.

**It is recommended the Committee and Council approve the transfer of the retail liquor and beer license.**

Documents:

[Memo- Liquor License Transfer.pdf](#)

[License Transfer Form.PDF](#)

[License Agreement.PDF](#)

**16. MINOT ENVIRONMENTAL POLICY GROUP RECOMMENDATIONS REGARDING SINGLE-USE PLASTIC SHOPPING BAGS**

In February of 2018, a group of other like-minded individuals from Minot expressed frustration with the amount of single-use plastic bags stuck in trees, gutters, bushes, and fields in our community and wanted to do something about it. The name of the work group became the Minot Environmental Policy Group and the invitation was extended to members of the Minot community to share their thoughts, views, and experiences regarding single-use plastic bags in our community and what we could do to reduce waste and litter from this product.

**It is recommended the City Council discuss the information provided by the Minot Environmental Policy Group and consider their proposed recommendations.**

Documents:

[Single-Use Plastic Bags.pdf](#)

[Minot Environmental Policy Group.PDF](#)

**17. AMENDED MAGIC FUND GENERAL POLICY GUIDELINES**

The City Council as part of the 2018 Budget Deliberation and Approval process requested that a task force be established to review the MAGIC Fund uses, and its policies for the purpose of recommending amended language to more clearly define scope and uses of the Fund as well as to promote transparency and clarity. The recommended adjustments and clarifications of the MAGIC Fund guidelines are the result of this extensive review and assessment.

**It is recommended the City Council approve the Amended MAGIC Fund General Policy Guidelines.**

Documents:

[AmendedMagicFundCouncilmemo.pdf](#)

[draft amendments to MAGIC Fund guidelines.pdf](#)

**18. INFORMATIONAL UPDATE ON THE PARKING RAMPS**

The Finance Director will provide an update on the parking ramps.

**19. DEPARTMENT PRESENTATION**



**TO:** Mayor Shaun Sipma  
Members of the City Council  
**FROM:** Emily Huettl, Assistant City Engineer  
**DATE:** 11/14/2018  
**SUBJECT:** 2018 NUISANCE ABATEMENT PROJECT - FINAL PAYMENT (4347)

**I. RECOMMENDED ACTION**

- A. Recommend approval of the final payment of \$971.98 to Dig It Up Backhoe Service.

**II. DEPARTMENT CONTACT PERSONS**

Lance Meyer, City Engineer	857-4100
Emily Huettl, Assistant City Engineer	857-4100

**III. DESCRIPTION**

A. Background

This is the yearly project to address nuisances throughout the City. Properties will be given to the contractor to abate as necessary and as funds are available. Interim funding for this project will come from property tax allocated by the Council. Eventually, the cost to abate each property will be special assessed against each property.

B. Background

N/A

C. Consultant Selection

N/A

**IV. IMPACT**

A. Fiscal Impact:

Interim funding for this project will come from property tax allocated by the Council. Eventually, the cost to abate each property will be special assessed against each property.

Project Costs

Engineer's Estimate	\$	22,000.00
Contractor's Low Bid	\$	24,975.00
Contract Amendments by Change Order	\$	24,975.00
<b>Final Construction Cost</b>	<b>\$</b>	<b>7,546.25</b>

**V. ALTERNATIVES**

- A. None

**VI. TIME CONSTRAINTS**

- A. Timely payment to contractor for services provided.

**VII. LIST OF ATTACHMENTS**

- A. Pay Application No. 4 (Final)

<b>2018 Nuisance Abatement</b>	City Project No.: 4347	Contract Completion Date: 11/2/2018	Application Period: October 31, 2018 to November 2, 2018	To (Owner): City of Miami From (Contractor): Dig It Up Backhoe Service	Via (Engineer): Lance E. Meyer, P.E. City Engineer	Application Date: 11/7/2018
<b>Change Order Summary</b>						
Approved Change Orders:						
Number	Additions	Deductions				
Totals						
Net Change by Change Orders	A + B = (C)					
<b>Contractor's Certification</b>						
The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such are covered by a Bond acceptable to Owner indemnifying Owner against such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.						
By: [Signature]			Date: 11-14-18			

1. ORIGINAL CONTRACT PRICE	\$	24,975.00
2. NET CHANGE BY CHANGE ORDERS (C)	\$	0.00
3. CURRENT CONTRACT PRICE	\$	24,975.00
4. TOTAL COMPLETED AND STORED TO DATE (Total Column F on Progress Estimate)	\$	7,546.25
5. RETAINAGE:		
a. 0 % x \$7,546.25 Work Completed	\$	0.00
b. 0 % x \$0.00 Stored Materials	\$	0.00
c. Total Retainage (Line 5a + Line 5b)	\$	0.00
6. LIQUIDATED DAMAGES:		
0 Days x \$200.00 Per Day	\$	0.00
7. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$	7,546.25
8. LESS PREVIOUS PAYMENTS (Line 7 from Prior Application)	\$	6,574.27
9. AMOUNT DUE THIS APPLICATION	\$	971.98
10 BALANCE TO DATE, PLUS RETAINAGE (Line 7 + Line 5c)	\$	7,546.25
11. % OF COMPLETION		
ORIGINAL PRICE (Line 4 + Line 1)		30.22%
CURRENT PRICE (Line 4 + Line 3)		30.22%
Payment of:	\$971.98	
is respectfully submitted:		
[Signature]	(Line 9 or other - attach explanation of other amount)	11/15/18 (Date)
Emily Huetti, PE, Assistant City Engineer		

**Contractor's Application for Payment No. 4 (Final)**

<b>2018 Nuisance Abatement</b>		Application Period: <u>October 31, 2018 to November 2, 2018</u>		Application Date: <u>11/7/2018</u>	
City Project No.: <u>4347</u>	To (Owner): <u>City of Miami</u>	Via (Engineer): <u>Lance E. Meyer, P.E.</u>			
Contract Completion Date: <u>11/2/2018</u>	From (Contractor): <u>Dig It Up Backhoe Service</u>	City Engineer:			

A		B		C		D		E		F		G		H	
Bid Item No.	Description	Unit	Bid Quantity	Unit Price	Bid Value	Previous Pay Quantities	Current Pay Quantities	Current Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F + B)	Balance to Date (B - F)	
1	Common Borrow	CY	110	\$ 40.00	\$ 4,400.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0.00%	\$ 4,400.00	
2	Topsoil	CY	30	\$ 50.00	\$ 1,500.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0.00%	\$ 1,500.00	
3	7/16" OSB Sheathing	SQ. FT.	160	\$ 20.00	\$ 3,200.00	320.00	-	\$ -	320.00	\$ 6,400.00	\$ -	\$ 6,400.00	200.00%	\$ (3,200.00)	
4	4' Plastic Safety Fence w/ 5' Steel Post	LF	175	\$ 10.00	\$ 1,750.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0.00%	\$ 1,750.00	
5	Inert Debris Removal	TON	45	\$ 75.00	\$ 3,375.00	5.13	3.22	\$ 241.50	6.35	\$ 626.25	\$ -	\$ 626.25	18.56%	\$ 2,748.75	
6	Seeding & Hydro-mulch	SY	1,000	\$ 3.00	\$ 3,000.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0.00%	\$ 3,000.00	
7	Clearing & Grubbing Overgrowth	SY	7,000	\$ 1.00	\$ 7,000.00	520.00	-	\$ -	520.00	\$ 520.00	\$ -	\$ 520.00	7.43%	\$ 6,480.00	
8	Clearing & Grubbing Tree	EA	5	\$ 150.00	\$ 750.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0.00%	\$ 750.00	
<b>TOTAL</b>					<b>\$ 24,975.00</b>			<b>\$ 241.50</b>		<b>\$ 7,546.25</b>	<b>\$ -</b>	<b>\$ 7,546.25</b>	<b>30.22%</b>	<b>\$ 17,428.75</b>	

1107 1st St NW					
Bid Item No.	Description	Unit	Quantity Installed	Unit Price	Value
1	Common Borrow	CY	0	\$40.00	\$0.00
2	Topsoil	CY	0	\$50.00	\$0.00
3	7/16" OSB Sheathing	SQ. FT.	0	\$20.00	\$0.00
4	4' Plastic Safety Fence w/ 5' Steel Post	LF	0	\$10.00	\$0.00
5	Inert Debris Removal	TON	3.22	\$75.00	\$241.50
6	Seeding & Hydro-mulch	SY	0	\$3.00	\$0.00
7	Clearing & Grubbing Overgrowth	SY	0	\$1.00	\$0.00
8	Clearing & Grubbing Tree	EA	0	\$150.00	\$0.00
Residence Total					\$241.50



**TO:** Mayor Shaun Sipma  
Members of the City Council

**FROM:** Emily Huettl, P.E., Assistant City Engineer

**DATE:** 11/15/2018

**SUBJECT:** 2018 PAVEMENT MARKINGS FINAL PAYMENT (4343)

**I. RECOMMENDED ACTION**

1. Approve the final payment of \$36,422.87 to be paid to West River Striping Company.

**II. DEPARTMENT CONTACT PERSONS**

Lance Meyer, City Engineer	857-4100
Emily Huettl, Assistant City Engineer	857-4100

**III. DESCRIPTION**

A. Background

This is the annual maintenance project to stripe pavement markings throughout the City's streets. This project maintains all pavement markings on the roads.

B. Proposed Project

Work for this project was completed in two rounds throughout the City's right of way. The first round starting in late May through June. And the second round took place in September.

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 Traffic Department budgeted funds.

Project Costs

Engineer's Estimate	\$	172,785.00
Contractor's Low Bid	\$	159,985.00
Contractors Low Bid with Change Orders	\$	163,192.00
Final Construction Contract Cost	\$	129,413.58

The final cost of the overall project was approximately 19.11% under original bid price.

**V. ALTERNATIVES**

N/A

**VI. TIME CONSTRAINTS**

A. None except timely payment to contractor for services provided.

**VII. LIST OF ATTACHMENTS**

A. Progressive Estimate No. 2 (Final)

# **CONTRACTOR'S APPLICATION FOR PAYMENT NO. 2**

<b>2018 Pavement Markings Project</b>		Application Period: 9/15/2018 - 10/26/2018	Application Date: 11/6/2018
City Project No.: 4343	To (Owner): <b>City of Miami</b>	Via (Engineer): Lance E Meyer, PE City Engineer	
Contract Completion Date: 11/2/2018	From (Contractor): West River Striping Co.		

Change Order Summary		
Approved Change Orders:		
Number	Additions	Deductions
11	\$3,597.00	
Totals		
Net Change by Change Orders	A + B = (C) \$3,597.00	

**Contractor's Certification**

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

*[Signature]* 11-15-18

By: \_\_\_\_\_ Date: \_\_\_\_\_

1. ORIGINAL CONTRACT PRICE	\$ 159,985.00
2. NET CHANGE BY CHANGE ORDERS (C)	\$3,597.00
3. CURRENT CONTRACT PRICE 0	\$ 163,582.00
4. TOTAL COMPLETED AND STORED TO DATE (Total Column F on Progress Estimate)	\$ 129,413.58
5. RETAINAGE:	
a. 0% x \$ 129,413.58 Work Completed	\$ -
b. 0 % x \$ - Stored Materials	\$ -
c. Total Retainage (Line 5a + Line 5b)	\$ -
6. LIQUIDATED DAMAGES:	
0 Days x \$ - per day	\$ -
7. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)	\$ 129,413.58
8. LESS PREVIOUS PAYMENTS (Line 7 from prior Application)	\$ 92,990.71
9. AMOUNT DUE THIS APPLICATION	\$ 36,422.87
10. BALANCE TO DATE, PLUS RETAINAGE (Line 7 + Line 5c)	\$ 129,413.58
11. % OF COMPLETION	
ORIGINAL PRICE (Line 10 ÷ Line 1)	80.89%
CURRENT PRICE (Line 10 ÷ Line 3)	79.11%
Payment of: \$ 36,422.87	

is respectfully submitted: *[Signature]* (Line 9 or other - attach explanation of other amount)

Emily Huettl, Assistant City Engineer 11/16/18 (Date)



CONTRACTOR'S APPLICATION FOR PAYMENT NO. 2														
2015 Pasadena Markings Project				Application Period: 5/15/2015 - 11/28/2015					Application Date: 11/28/2015					
City Project No. 4343				To (Owner): City of MSad					Wa (Engineer): Lance E Meyer, PE					
Contract Completion Date: 11/2/2018				From (Contractor): West River Shipping Co.					City Engineer:					
A				B					C	D	E	F	G	
Bid Item No.	Description	Unit	Bid Quantity	Unit Price	Bid Value	Previous Pay Quantities	Current Pay Quantities	Current Value	Estimated Quantity Installed to Date	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F + B)	Balance to Date (G - F)
Round 2 - City Wide														
1	MOBILIZATION	EA	2	\$ 2,550.00	\$ 5,100.00	1.0	1.00	\$ 2,550.00	2.0	\$ 5,100.00	-	\$ 5,100.00	100.00%	\$ -
2	6IN PAINTED PVMT MK LINE - YELLOW	LF	300,000	\$ 0.076	\$ 22,800.00	252,833.0	8,294.00	\$ 729.14	302,427.0	\$ 22,984.45	-	\$ 22,984.45	100.01%	\$ 1154.45
3	6IN PAINTED PVMT MK LINE - WHITE	LF	150,000	\$ 0.076	\$ 11,400.00	133,253.0	4,460.00	\$ 338.26	138,313.0	\$ 10,511.79	-	\$ 10,511.79	92.21%	\$ 868.21
4	6IN PAINTED PVMT MK LINE - WHITE	LF	16,800	\$ 1.62	\$ 27,216.00	14,085.0	-	\$ -	14,085.0	\$ 22,819.32	-	\$ 22,819.32	85.00%	\$ 3,100.68
5	6IN PAINTED PVMT MK LINE - WHITE	LF	15,500	\$ 0.21	\$ 3,255.00	23,892.0	1,957.00	\$ 408.71	25,849.0	\$ 5,427.80	-	\$ 5,427.80	132.53%	\$ 1,332.60
6	24IN PAINTED PVMT MK LINE - WHITE	LF	5,000	\$ 2.10	\$ 10,500.00	1,590.0	36.00	\$ 75.60	1,626.0	\$ 3,414.60	-	\$ 3,414.60	32.52%	\$ 7,085.40
7	4IN EPOXY PVMT MK LINE - YELLOW	LF	29,000	\$ 0.37	\$ 10,730.00	29,293.0	-	\$ -	29,293.0	\$ 10,840.26	-	\$ 10,840.26	101.03%	\$ 110.26
8	4IN EPOXY PVMT MK LINE - WHITE	LF	29,000	\$ 0.41	\$ 11,890.00	8,783.0	-	\$ -	8,783.0	\$ 3,603.68	-	\$ 3,603.68	30.30%	\$ 8,286.32
9	24IN EPOXY PVMT MK LINE - WHITE	LF	7,000	\$ 5.85	\$ 40,950.00	2,212.0	232.00	\$ 1,263.65	2,445.0	\$ 14,303.23	-	\$ 14,303.23	34.93%	\$ 26,646.77
10	EPOXY PVMT MK MESSAGE ARROWS - WHITE	SF	2,500	\$ 8.30	\$ 20,750.00	1,175.0	2,016.00	\$ 16,732.80	3,195.0	\$ 26,518.50	-	\$ 26,518.50	156.75%	\$ 5,918.50
CITY TOTAL					\$ 159,205.00			\$ 22,399.28		\$ 126,522.28		\$ 126,522.28		\$ 34,462.72

Change Order No. 1 - City Wide														
11	6IN EPOXY PVMT MK LINE - WHITE	LF	1,100	\$ 3.27	\$ 3,597.00	-	5,150.00	\$ 3,591.30	5,150.0	\$ 3,591.30	-	\$ 3,591.30	102.15%	\$ 284.20
CHANGE ORDER NO. 1 - TOTAL					\$ 3,597.00			\$ 3,591.30		\$ 3,591.30		\$ 3,591.30		\$ 284.20
CITY TOTAL & COR1					\$ 162,802.00			\$ 25,090.66		\$ 129,413.68		\$ 129,413.68		\$ 34,168.42



**TO:** Mayor Shaun Sipma  
Members of the City Council

**FROM:** Emily Huettl, P.E., Assistant City Engineer

**DATE:** 11/20/2018

**SUBJECT:** **2018 SIDEWALK, CURB, & GUTTER FINAL PAY APPLICATION NO. 3**  
**(4311)**

**I. RECOMMENDED ACTION**

1. Approve the Final Pay Application No. 3 of \$43,987.35 to be paid to Keller Paving and Landscaping, Inc.

**II. DEPARTMENT CONTACT PERSONS**

Lance Meyer, City Engineer	857-4100
Emily Huettl, Assistant City Engineer	857-4100

**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 was broken into two units, Unit 1 and Unit 2, respectively

Unit 1 consisted of city repairs to concrete work in the right of way.

Unit 2 was 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, 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 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 provided 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 had 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.

#### **IV. IMPACT:**

##### **A. 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 property owners with an additional 25% administration fee.

##### **Project Costs (Units 1 & 2)**

Engineer's Estimate	\$	336,465.26
Contractor's Low Bid	\$	279,236.00
Contractors Low Bid with Change Orders	\$	279,812.00
Final Construction Contract Cost	\$	117,951.66
Final Contract Cost Minus Liquidated Damages	\$	114,354.66

##### **Project Funding**

Unit 1 Final Contract Cost Portion	\$	100,264.38
Unit 2 Final Contract Cost Portion	\$	14,090.28

#### **V. ALTERNATIVES**

N/A

#### **VI. TIME CONSTRAINTS**

Timely payment to contractor.

#### **VII. LIST OF ATTACHMENTS**

- A. Contractors Payment for Application No. 3 (Final)
- B. Contractor's Release of Claims and Affidavit

**2018 SIDEWALK, CURB AND GUTTER**

**CONTRACTOR'S APPLICATION FOR PAYMENT NO. 3**

Application Period: 10/02/2018 - 11/2/2018

Application Date: 11/6/2018

City Project No.: 4311

To (Owner): ~~City of Miami~~

Via (Engineer):

Contract Completion Date: 11/2/2018

From (Contractor): Keller Paving & Landscaping

Lance E Meyer, PE  
City Engineer

**Change Order Summary**

Approved Change Orders:


Number Additions Deductions

1 \$576.00

Change Orders \$576.00

**Contractor's Certification**

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

By:  Date: 11-19-18

**1. ORIGINAL CONTRACT PRICE**

279,236.00

**2. NET CHANGE BY CHANGE ORDERS**

\$576.00

**3. CURRENT CONTRACT PRICE**

279,812.00

**4. TOTAL COMPLETED AND STORED TO DATE**

117,951.66

**5. RETAINAGE:**

a. 0% \$ - Work Completed

b. 0% x \$ - Stored Materials

c. Total Retainage (Line 5a + Line 5b)

6. LIQUIDATED DAMAGES:

6 Days x \$ 600.00 per day

3,600.00

7. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)

8. LESS PREVIOUS PAYMENTS (Line 7 from prior Application)

9. AMOUNT DUE THIS APPLICATION

10 BALANCE TO DATE, PLUS RETAINAGE

(Line 7 + Line 5c)

11. % OF COMPLETION

ORIGINAL PRICE (Line 10 + Line 1)

CURRENT PRICE (Line 10 + Line 3)

Payment of: \$ 43,987.35

is respectfully submitted:

Emily Huettt, Assistant City Engineer

(Date)



11/26/18

Emily Huettl, PE – Assistant City Engineer  
PO Box 5006  
Minot, ND 58702-5006  
(701) 857-4100



November 6, 2018

Taylor Rovig  
Estimator  
Keller Paving & Landscaping, Inc  
1820 Highway 2 Bypass E  
Minot, ND 58701

Re: Progress Payment #3 (Final) - Reduction in Payment by Owner  
City of Minot - 2018 Sidewalk, Curb & Gutter Replacement  
Project No. 4311

Dear Mr. Rovig,

This letter serves as notice that the Owner will reduce payment on progress payment #3 (final payment) per General Conditions Section 15.01.E.j for Contractor failure to achieve Substantial Completion by October 19, 2018. The amount charged for liquidated damages is \$600 per day.

Substantial Completion was reached on October 25. Liquidated damages for 6 days totaling \$3,600 is being reduced from the final payment balance of \$47,587.35 resulting in a Reduced Final Payment of \$43,987.35.

Sincerely,

Emily Huettl, PE  
Assistant City Engineer



CONTRACTOR'S APPLICATION FOR PAYMENT NO. 3										Application Date: 11/02/2016				
2016 SIDEWALK, CURB AND GUTTER				Application Period: 10/02/2016 - 11/02/2016				To Owner: City of Dallas		Via (Contractor): Keller Paving & Landscaping				
Contract Completion Date: 11/02/2016				From (Contractor): Keller Paving & Landscaping				City/Division:		Lance E. Meyer, PE				
Bid Item No.	Item Description	Unit	Bid Quantity	Unit Price	Bid Value	Previous Pay Quantity	Current Pay Quantity	Current Value	Estimated Quantity Incurred to Date	Value to Date	Materials Provided (per in c)	Total Completed and Stored to Date (p + b)	% (p + b)	Balance to Date (p - b)
1	CONTRACT REND	LS	1	\$ 500.00	\$ 500.00	0.00	0.00	\$ 500.00	0.00	\$ 500.00	-	\$ 500.00	100.00%	\$ -
2	PAVING	LS	1	\$ 1,000.00	\$ 1,000.00	0.00	0.00	\$ 1,000.00	0.00	\$ 1,000.00	-	\$ 1,000.00	100.00%	\$ -
3	PAVING CONTROL	LS	1	\$ 1,000.00	\$ 1,000.00	0.00	0.00	\$ 1,000.00	0.00	\$ 1,000.00	-	\$ 1,000.00	100.00%	\$ -
4	PAVING CURB AND GUTTER - CONCRETE	LS	1	\$ 1,000.00	\$ 1,000.00	0.00	0.00	\$ 1,000.00	0.00	\$ 1,000.00	-	\$ 1,000.00	100.00%	\$ -
5	CONCRETE CURB AND GUTTER, TYPE 1	LS	1	\$ 25.00	\$ 25.00	0.00	0.00	\$ 25.00	0.00	\$ 25.00	-	\$ 25.00	100.00%	\$ -
6	PAVING SIDEWALK	LS	1	\$ 1,000.00	\$ 1,000.00	0.00	0.00	\$ 1,000.00	0.00	\$ 1,000.00	-	\$ 1,000.00	100.00%	\$ -
7	CONCRETE SIDEWALK	LS	1	\$ 25.00	\$ 25.00	0.00	0.00	\$ 25.00	0.00	\$ 25.00	-	\$ 25.00	100.00%	\$ -
8	PAVING SIDEWALK (CONCRETE ON SLAB)	LS	1	\$ 1,000.00	\$ 1,000.00	0.00	0.00	\$ 1,000.00	0.00	\$ 1,000.00	-	\$ 1,000.00	100.00%	\$ -
9	CONCRETE SIDEWALK ON SLAB	LS	1	\$ 25.00	\$ 25.00	0.00	0.00	\$ 25.00	0.00	\$ 25.00	-	\$ 25.00	100.00%	\$ -
10	PAVING SIDEWALK (CONCRETE ON SLAB)	LS	1	\$ 1,000.00	\$ 1,000.00	0.00	0.00	\$ 1,000.00	0.00	\$ 1,000.00	-	\$ 1,000.00	100.00%	\$ -
11	PAVING SIDEWALK (CONCRETE ON SLAB)	LS	1	\$ 25.00	\$ 25.00	0.00	0.00	\$ 25.00	0.00	\$ 25.00	-	\$ 25.00	100.00%	\$ -
12	PAVING SIDEWALK (CONCRETE ON SLAB)	LS	1	\$ 1,000.00	\$ 1,000.00	0.00	0.00	\$ 1,000.00	0.00	\$ 1,000.00	-	\$ 1,000.00	100.00%	\$ -
13	PAVING SIDEWALK (CONCRETE ON SLAB)	LS	1	\$ 25.00	\$ 25.00	0.00	0.00	\$ 25.00	0.00	\$ 25.00	-	\$ 25.00	100.00%	\$ -
14	PAVING SIDEWALK (CONCRETE ON SLAB)	LS	1	\$ 1,000.00	\$ 1,000.00	0.00	0.00	\$ 1,000.00	0.00	\$ 1,000.00	-	\$ 1,000.00	100.00%	\$ -
15	PAVING SIDEWALK (CONCRETE ON SLAB)	LS	1	\$ 25.00	\$ 25.00	0.00	0.00	\$ 25.00	0.00	\$ 25.00	-	\$ 25.00	100.00%	\$ -
16	PAVING SIDEWALK (CONCRETE ON SLAB)	LS	1	\$ 1,000.00	\$ 1,000.00	0.00	0.00	\$ 1,000.00	0.00	\$ 1,000.00	-	\$ 1,000.00	100.00%	\$ -
17	PAVING SIDEWALK (CONCRETE ON SLAB)	LS	1	\$ 25.00	\$ 25.00	0.00	0.00	\$ 25.00	0.00	\$ 25.00	-	\$ 25.00	100.00%	\$ -
18	PAVING SIDEWALK (CONCRETE ON SLAB)	LS	1	\$ 1,000.00	\$ 1,000.00	0.00	0.00	\$ 1,000.00	0.00	\$ 1,000.00	-	\$ 1,000.00	100.00%	\$ -
19	PAVING SIDEWALK (CONCRETE ON SLAB)	LS	1	\$ 25.00	\$ 25.00	0.00	0.00	\$ 25.00	0.00	\$ 25.00	-	\$ 25.00	100.00%	\$ -
20	PAVING SIDEWALK (CONCRETE ON SLAB)	LS	1	\$ 1,000.00	\$ 1,000.00	0.00	0.00	\$ 1,000.00	0.00	\$ 1,000.00	-	\$ 1,000.00	100.00%	\$ -
21	PAVING SIDEWALK (CONCRETE ON SLAB)	LS	1	\$ 25.00	\$ 25.00	0.00	0.00	\$ 25.00	0.00	\$ 25.00	-	\$ 25.00	100.00%	\$ -
22	PAVING SIDEWALK (CONCRETE ON SLAB)	LS	1	\$ 1,000.00	\$ 1,000.00	0.00	0.00	\$ 1,000.00	0.00	\$ 1,000.00	-	\$ 1,000.00	100.00%	\$ -
UNIT 1 TOTAL				0	\$ 304,849.00		\$	304,849.00		\$ 304,849.00		\$ 304,849.00	100.00%	\$ -

**CONTRACTOR'S APPLICATION FOR PAYMENT NO. 3**

2018 SIDEWALK, CURB AND GUTTER  
 To Owner: **City of Dallas**  
 Project No.: **411**  
 Contract Completion Date: **11/02/2018**  
 Application Period: **10/02/2018 - 11/02/2018**  
 Application Date: **11/02/2018**  
 Preparer: **City Engineer**  
 City Engineer: **PE**  
 City Engineer: **PE**

Contract Completion Date: 1/10/2016													
Pre-Construction Kickoff Meeting & Understanding													
Item		A		B		C		D		E		F	
Bid Item No.	Description	Bid Quantity	Unit Price	Bid Value	Previous Pay Quantities	Current Pay Quantities	Current Value	Estimated Quantity Invalued to Date	Value to Date	Materials Previously Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F + G)	Balance to Date (B + F)

1	REMOVE CURB AND GUTTER - CONCRETE	LF	40	\$ 10.00	\$ 400.00	-	-	-	-	-	-	-	0.00%	\$ 400.00
2	CONCRETE CURB AND GUTTER, TYPE 1	LF	40	\$ 25.00	\$ 1,000.00	-	-	-	-	-	-	-	0.00%	\$ 1,000.00
3	REMOVE SIDEWALK	SY	361	\$ 10.00	\$ 3,610.00	-	-	\$ 1,658.49	105.9	\$ 1,058.49	-	\$ 1,058.49	29.33%	\$ 2,551.51
4	CONCRETE SIDEWALK	SY	1709	\$ 7.00	\$ 11,963.00	-	-	\$ 10,461.11	1,404	\$ 9,824.40	-	\$ 9,824.40	82.04%	\$ 2,138.60
5	REMOVE 6" DEBRALITE (DRIVEWAY ON SLAB)	SY	48	\$ 11.00	\$ 528.00	-	-	\$ 51.16	5.6	\$ 61.38	-	\$ 61.38	11.44%	\$ 466.62
6	6" CONCRETE DRIVEWAY ON SLAB	SY	38	\$ 9.00	\$ 342.00	-	-	\$ 500.00	5.6	\$ 50.56	-	\$ 500.00	6.34%	\$ 749.44
7	REMOVE BITUMINOUS PAVEMENT	SY	58	\$ 4.00	\$ 232.00	-	-	-	-	-	-	-	0.00%	\$ 232.00
8	BITUMINOUS PATCH	SY	36	\$ 4.00	\$ 144.00	-	-	-	-	-	-	-	0.00%	\$ 144.00
9	COMMON EXCAVATION	CY	314	\$ 20.00	\$ 6,280.00	-	-	\$ 607.85	30.4	\$ 607.85	-	\$ 607.85	9.68%	\$ 5,672.15
10	AGGREGATE BASE, CLASS 5	TY	465	\$ 30.00	\$ 13,950.00	-	-	\$ 964.54	3.2	\$ 96.45	-	\$ 964.54	7.28%	\$ 12,953.46
11	IMPORTED BAKOCL	TY	72	\$ 30.00	\$ 2,160.00	-	-	-	-	-	-	-	0.00%	\$ 2,160.00
12	SEEDING (HYDRONALUS)	SY	3093	\$ 4.00	\$ 12,372.00	-	-	\$ 283.11	53.8	\$ 215.84	-	\$ 283.11	2.29%	\$ 12,587.84
13	TOPSOIL	CY	309	\$ 30.00	\$ 9,270.00	-	-	\$ 189.22	6.8	\$ 202.56	-	\$ 189.22	2.03%	\$ 9,459.28
14	STRIP & SALVAGE EXISTING TOPSOIL	CY	325	\$ 15.00	\$ 4,875.00	-	-	-	-	-	-	-	0.00%	\$ 4,875.00
15	ADJUST CAVING INCLUDES NEW FRAME & GRATE/COVER	EA	3	\$ 75.00	\$ 225.00	-	-	-	-	-	-	-	0.00%	\$ 225.00
16	ADA TYPEDOUT DOOR PANELS	SY	20	\$ 50.00	\$ 1,000.00	-	-	-	-	-	-	-	0.00%	\$ 1,000.00
17	3/4" GATE VALVE BOX (TOP SECTION) WITH LID	EA	2	\$ 500.00	\$ 1,000.00	-	-	-	-	-	-	-	0.00%	\$ 1,000.00
18	TRIP & STRIP REMOVAL (LESS THAN 12" DIAMETER)	EA	2	\$ 1,000.00	\$ 2,000.00	-	-	-	-	-	-	-	0.00%	\$ 2,000.00
UNITS TOTAL					\$ 77,397.40			\$ 14,095.18		\$ 14,095.18				\$ 31,442.72
UNITS - 2 TOTAL					\$ 77,397.40			\$ 31,765.32		\$ 117,373.25				\$ 318,845.72

Contract Completion Date: 11/02/2018										LARS E. Meyer, Inc.				
Project Name: Water Paving & Landscaping										City Engineer:				
Item			B			C			D					
Bid Item No.	Description	Unit	Bid Quantity	Unit Price	Bid Value	Previous Pay Quantities	Current Pay Quantities	Current Value	Estimated Quantity Installed to Date	Value to Date	Materials Presently Stored (net in cu)	Total Completed and Stored to Date (D + E)	% (F - B)	Balance to Date (B - F)

Item														A		B		C		D		E		F		G	
Bid Item No.	Description	Unit	Bid Quantity	Unit Price	Bid Value	Previous Pay Quantities	Current Pay Quantities	Current Value	Estimated Quantity Installed to Date	Value to Date	Materials Presently Stored (net in cu)	Total Completed and Stored to Date (D + E)	% (F + G)	Balance to Date (G - F)													
CHANGE ORDER NO. 7																											
220V	RECONSTRUCT CURB/CL	LF	33	2.00	66.00	32.0	1	-	32.0	64.00	-	64.00	99.33%	0.66													
240V	RECONSTRUCT CURB/CL	YD	8	45.00	360.00	7.00	1	-	7.0	315.00	-	315.00	99.33%	0.66													
250V	RECONSTRUCT CURB/CL	EA	1	150.00	150.00	1.00	1	-	1.0	150.00	-	150.00	99.33%	0.66													
UNIT 7 TOTAL					576.00			-		574.00		574.00		0.66													
UNITS 1 - 2 & CO. TOTAL					229,622.00			36,703.00		229,622.00		229,622.00		100.00%													

CHARGE ORDER NO. 1  
 3078 SENECA CURS AND CUTTER  
 City Project No.: 491  
 Contract Completion Date: 1/10/2018  
 Application Period: 10/02/2018 - 11/02/2018  
 To Owner: **City of Erie**  
 From Engineer: **Valley Parking & Landscaping**  
 Application Date: 11/02/2018  
 Val Engineer: **PE**  
 City Engineer:



RELEASE OF CLAIMS AND AFFIDAVIT

For and in consideration of the receipt of final payment in the amount of \$43,987.35 from the City of Minot, North Dakota under and pursuant to Contract No. 4311 for 2018 Sidewalk, Curb & Gutter Replacement, the undersigned hereby does remise, release, and discharge the City of Minot, North Dakota, its officers, agents, and employees of and from any and all claims and demands whatsoever under or arising from the said contract, except specified claims in stated amounts listed as follows:

This release has been executed this 19<sup>th</sup> day of November 20 18.

Keller Paving & Landscaping Inc.

(Contractor)

By: Justin Thurn  
Estimator

(Title)

State of North Dakota

County of Ward

BEFORE ME, the undersigned Notary, Taylor Rovig, on this 19<sup>th</sup> day of November 20 18, personally appeared Justin Thurn a representative authorized to conduct business for Keller Paving, and known to me to be a credible person and of lawful age, who being by me first duly sworn on his oath, deposes and says:

All material suppliers and contractors have been paid in full for the project identified above.

Justin Thurn  
Signature of Affiant

Justin Thurn  
Typed or Printed Name of Affiant

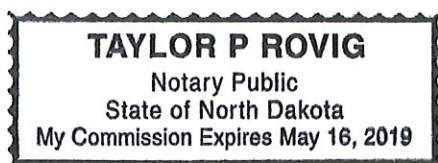
1800 Highway 2 Bypass E Minot ND 58701  
Address of Affiant

Subscribed and sworn to before me, this 19<sup>th</sup> day of November 20 18.

Taylor P. Rovig  
Signature of Notary

Taylor Rovig  
Typed or Printed name of Notary

My Commission Expires: May 16, 2019





**TO:** Mayor Shaun Sipma  
Members of the City Council

**FROM:** Emily Huettl P.E., Assistant City Engineer

**DATE:** November 16, 2018

**SUBJECT:** **2018 STREET IMPROVEMENT DISTRICT FINAL PAYMENT (4308)**

**I. RECOMMENDED ACTION**

1. Approve the final payment of \$498,789.96 to be paid to Bechtold Paving, Inc.

**II. DEPARTMENT CONTACT PERSONS**

Lance Meyer, City Engineer	701-857-4100
Emily Huettl, Assistant City Engineer	701-857-4100

**III. DESCRIPTION**

A. Background

This project was the annual maintenance project to repair and replace streets that were showing moderate to severe pavement distresses. This project had the objective of improving rideability and safety of streets, and increase the pavement life for approximately 8 to 10 years.

On Tuesday, March 20, 2018 at 11:00 am, bids were opened for the 2018 Street Improvement District. Work began on May 29, 2018. The project was substantially completed on October 30, 2018.

B. Proposed Project

This project was split into six units in the City of Minot right of way. Work entailed the rehabilitation of the following streets by the methods described herein:

Unit 1 (4<sup>th</sup> St SE, from Burdick Expressway E to Front Street) – Work included installation of new storm sewer utilities, replacement of existing sidewalk and curb & gutter, milling existing pavement surface, cement stabilization of existing base, bituminous paving, and pavement striping.

Unit 2 (Hiawatha Street, from 16<sup>th</sup> Ave SE to 11<sup>th</sup> Ave SE) – Work included installation of new storm sewer utilities, replacement of existing sidewalk, curb & gutter, and valley gutters, milling existing pavement surface, cement stabilization of existing base, and bituminous paving.

Unit 3 (6<sup>th</sup> St SE, from 20<sup>th</sup> Ave SE to 18<sup>th</sup> Ave SE) – Work included installation of new storm sewer utilities, installation of new curb & gutter as well as new sidewalk panels, replacement of existing curb & gutter as well as driveway aprons, milling existing pavement surface, cement stabilization of existing base, bituminous paving, and pavement striping.

Unit 4 (34<sup>th</sup> Ave SE, from 13<sup>th</sup> St SE to Spruce Lane) – Work included installation of new storm sewer utilities, replacement of existing curb & gutter, sidewalk, and valley gutters, milling existing pavement surface, cement stabilization of existing base, and bituminous paving.

Unit 5 (16<sup>th</sup> St SW, from Burdick Expressway W to 375 feet south) – Work included milling existing pavement surface, spot patching to repair existing base, and bituminous paving.

Unit 6 (Intersection of 3<sup>rd</sup> St SE and Burdick Expressway E) – Work originally included replacing existing storm sewer utilities and pouring new concrete panels. This was changed to just milling existing concrete surface and bituminous paving.

C. Consultant Selection

N/A

**IV. IMPACT:**

A. Strategic Impact:

N/A

B. Service/Delivery Impact:

N/A

C. Fiscal Impact:

The project was paid for with sales tax budgeted funds.

Project Costs

Engineer's Estimate	\$	1,759,179.50
Contractor's Low Bid	\$	1,821,288.80
Contractor's Amended Bid by Change Orders	\$	1,620,496.55
Final Construction Cost	\$	1,643,412.14

The Final Construction cost was 1.41% over the Contracted Amount (with Change Orders) and 6.58% under the original engineer's estimate.

**V. ALTERNATIVES**

N/A

**VI. TIME CONSTRAINTS**

None except timely payment to contractor for services provided.

**VII. LIST OF ATTACHMENTS**

A. Contractors Application for Payment No. 5 (Final)

CONTRACTOR'S APPLICATION FOR PAYMENT NO. 5			
<b>2018 STREET IMPROVEMENT DISTRICT</b>		Application Period: 9/21/2018 to 10/30/2018	
City Project No.: 4308		To (Owner): <u>City of Miami</u>	
Contract Completion Date: 11/3/2018		From (Contractor): Bechtold Paving Inc.	
		Application Date: <u>11/16/2018</u>	
<b>Change Order Summary</b>			
Approved Change Orders:			
Number	Additions	Deductions	
1		\$211,834.90	
2	\$11,042.65		
<b>Totals</b>			
Net Change by Change Orders		A + B = (C) -\$200,792.25	
<b>Contractor's Certification</b>			
<p>The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such are covered by a Bond acceptable to Owner indemnifying Owner against such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.</p>			
<p>By: <u><i>Emily Huettl</i></u></p>		<p>Date: <u>11-19-18</u></p>	
		<p>1. ORIGINAL CONTRACT PRICE ..... \$ <u>1,821,288.80</u></p>	
		<p>2. NET CHANGE BY CHANGE ORDERS (C) ..... \$ <u>(200,792.25)</u></p>	
		<p>3. CURRENT CONTRACT PRICE ..... \$ <u>1,620,496.55</u></p>	
		<p>4. TOTAL COMPLETED AND STORED TO DATE (Total Column F on Progress Estimate) ..... \$ <u>1,643,412.14</u></p>	
		<p>5. RETAINAGE:</p>	
		<p>a. 0% x \$1,643,412.14 Work Completed ..... \$ <u>-</u></p>	
		<p>b. 0 % x \$ - Stored Materials ..... \$ <u>-</u></p>	
		<p>c. Total Retainage (Line 5a + Line 5b) ..... \$ <u>-</u></p>	
		<p>6. LIQUIDATED DAMAGES:</p>	
		<p>0 Days x \$ (1,100.00) per day ..... \$ <u>-</u></p>	
		<p>7. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) ..... \$ <u>1,643,412.14</u></p>	
		<p>8. LESS PREVIOUS PAYMENTS (Line 7 from prior Application) ..... \$ <u>1,144,622.18</u></p>	
		<p>9. AMOUNT DUE THIS APPLICATION ..... \$ <u>498,789.96</u></p>	
		<p>10 BALANCE TO DATE, PLUS RETAINAGE (Line 7 + Line 5c) ..... \$ <u>1,643,412.14</u></p>	
		<p>11. % OF COMPLETION</p>	
		<p>ORIGINAL PRICE (Line 10 + Line 1) ..... 90.23%</p>	
		<p>CURRENT PRICE (Line 10 + Line 3) ..... 101.41%</p>	
		<p>Payment of: \$ <u>498,789.96</u></p>	
		<p>(Line 9 or other - attach explanation of other amount)</p>	
		<p>is respectfully submitted: <u><i>Emily Huettl</i></u> <u>11/19/18</u></p>	
		<p>Emily Huettl, Assistant City Engineer (Date)</p>	

CONTRACTOR'S APPLICATION FOR PAYMENT NO. 5														
2018 STREET IMPROVEMENT DISTRICT				Application Period: 9/21/2018 to 10/30/2018							Application Date: 11/16/2018			
City Project No.: 4308				To (Owner): City of Minnetonka							Via (Engineer): Lance E Meyer, PE			
Contract Completion Date: 11/03/2018				From (Contractor): Bechtold Paving Inc.							City Engineer			
A			B						C	D	E	F		G
Item			Bid Quantity	Unit Price	Bid Value	Previous Pay Quantities	Current Pay Quantities	Current Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F ÷ B)	Balance to Date (B - F)
Bid Item No.	Description	Unit												
Unit 1 - 4TH ST SE - FRONT ST TO BURDICK EXPRESSWAY EAST														
1	Contract Bond	EA	1	\$ 1,000.00	\$ 1,000.00	0.50	0.50	\$ 500.00	1.00	\$ 1,000.00	\$ -	\$ 1,000.00	100.00%	\$ -
2	Mobilization	EA	1	\$ 5,800.00	\$ 5,800.00	0.50	0.50	\$ 2,900.00	1.00	\$ 5,800.00	\$ -	\$ 5,800.00	100.00%	\$ -
3	Traffic Control	EA	1	\$ 2,000.00	\$ 2,000.00	0.50	0.50	\$ 1,000.00	1.00	\$ 2,000.00	\$ -	\$ 2,000.00	100.00%	\$ -
4	Flagging	HR	40	\$ 30.00	\$ 1,200.00	-	40.00	\$ 1,200.00	40.00	\$ 1,200.00	\$ -	\$ 1,200.00	100.00%	\$ -
5	Remove Sidewalk	SY	90	\$ 14.40	\$ 1,296.00	-	118.74	\$ 1,709.86	118.74	\$ 1,709.86	\$ -	\$ 1,709.86	131.93%	\$ (413.86)
6	Remove 6 Inch Concrete	SY	75	\$ 18.60	\$ 1,395.00	-	92.67	\$ 1,723.66	92.67	\$ 1,723.66	\$ -	\$ 1,723.66	123.56%	\$ (328.66)
7	Remove Curb & Gutter	LF	390	\$ 15.50	\$ 6,045.00	-	197.50	\$ 3,061.25	197.50	\$ 3,061.25	\$ -	\$ 3,061.25	50.64%	\$ 2,983.75
8	Remove Bituminous Pavement	SY	100	\$ 8.00	\$ 800.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0.00%	\$ 800.00
9	Remove Storm Sewer Inlet	EA	4	\$ 1,050.00	\$ 4,200.00	4.00	-	\$ -	4.00	\$ 4,200.00	\$ -	\$ 4,200.00	100.00%	\$ -
10	Remove Storm Sewer	LF	95	\$ 26.00	\$ 2,470.00	95.00	-	\$ -	95.00	\$ 2,470.00	\$ -	\$ 2,470.00	100.00%	\$ -
11	Milling Pavement Surface	SY	1,995	\$ 4.13	\$ 8,239.35	-	1,995.00	\$ 8,239.35	1,995.00	\$ 8,239.35	\$ -	\$ 8,239.35	100.00%	\$ -
12	Salvage Existing Base Course Material	CY	55	\$ 15.00	\$ 825.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0.00%	\$ 825.00
13	Common Excavation	CY	400	\$ 19.00	\$ 7,600.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0.00%	\$ 7,600.00
14	Aggregate Base, Class 5	TN	500	\$ 29.00	\$ 14,500.00	-	85.78	\$ 2,487.62	85.78	\$ 2,487.62	\$ -	\$ 2,487.62	17.16%	\$ 12,012.38
15	Reclaimed Bituminous Millings for Subbase Material	TN	300	\$ 15.50	\$ 4,650.00	-	-	\$ -	-	\$ -	\$ -	\$ -	0.00%	\$ 4,650.00
16	Subgrade Preparation	SY	1,750	\$ 2.25	\$ 3,937.50	-	-	\$ -	-	\$ -	\$ -	\$ -	0.00%	\$ 3,937.50
17	Geotextile Material, Type R1	SY	1,435	\$ 1.55	\$ 2,224.25	-	-	\$ -	-	\$ -	\$ -	\$ -	0.00%	\$ 2,224.25
18	Adjust Gate Valve Box	EA	5	\$ 200.00	\$ 1,000.00	-	5.00	\$ 1,000.00	5.00	\$ 1,000.00	\$ -	\$ 1,000.00	100.00%	\$ -
19	Adjust Manhole w/ New Frame and Cover	EA	4	\$ 950.00	\$ 3,800.00	-	4.00	\$ 3,800.00	4.00	\$ 3,800.00	\$ -	\$ 3,800.00	100.00%	\$ -
20	External Chimney Seal	EA	1	\$ 500.00	\$ 500.00	-	1.00	\$ 500.00	1.00	\$ 500.00	\$ -	\$ 500.00	100.00%	\$ -
21	Storm Sewer Inlet - 2' x 3'	EA	4	\$ 4,150.00	\$ 16,600.00	3.00	-	\$ -	3.00	\$ 12,450.00	\$ -	\$ 12,450.00	75.00%	\$ 4,150.00
22	Storm Sewer - 15" RCP, CL III	LF	90	\$ 175.00	\$ 15,750.00	74.00	-	\$ -	74.00	\$ 12,950.00	\$ -	\$ 12,950.00	82.22%	\$ 2,800.00
23	SS1H or CSS1H Emulsified Asphalt	GAL	210	\$ 3.00	\$ 630.00	-	225.00	\$ 675.00	225.00	\$ 675.00	\$ -	\$ 675.00	107.14%	\$ (45.00)
24	HMA Superpave, FAA 42	TN	490	\$ 74.75	\$ 36,627.50	-	496.70	\$ 37,128.33	496.70	\$ 37,128.33	\$ -	\$ 37,128.33	101.37%	\$ (500.82)
25	Sidewalk, Concrete 4 in	SY	90	\$ 69.50	\$ 6,255.00	-	118.74	\$ 8,252.43	118.74	\$ 8,252.43	\$ -	\$ 8,252.43	131.93%	\$ (1,997.43)
26	ADA Truncated Dome Panel	SF	20	\$ 46.50	\$ 930.00	-	30.00	\$ 1,395.00	30.00	\$ 1,395.00	\$ -	\$ 1,395.00	150.00%	\$ (465.00)
27	6 in Non-Reinforced Concrete - AE	SY	75	\$ 69.75	\$ 5,231.25	-	92.67	\$ 6,463.73	92.67	\$ 6,463.73	\$ -	\$ 6,463.73	123.56%	\$ (1,232.48)
28	Concrete Curb & Gutter, Type 1	LF	370	\$ 30.00	\$ 11,100.00	-	197.50	\$ 5,925.00	197.50	\$ 5,925.00	\$ -	\$ 5,925.00	53.38%	\$ 5,175.00
29	48 in Wide Valley Gutter - High Early Strength	SY	60	\$ 83.50	\$ 5,010.00	-	54.44	\$ 4,545.74	54.44	\$ 4,545.74	\$ -	\$ 4,545.74	90.73%	\$ 464.26
30	Inlet Protection Device	EA	6	\$ 200.00	\$ 1,200.00	3.00	-	\$ -	3.00	\$ 600.00	\$ -	\$ 600.00	50.00%	\$ 600.00
31	Preformed Patterned Pvm Mt Mk, 24 in Line - Grooved	LF	42	\$ 30.00	\$ 1,260.00	-	42.00	\$ 1,260.00	42.00	\$ 1,260.00	\$ -	\$ 1,260.00	100.00%	\$ -
32	Preformed Patterned Pvm Mt Mk, 6 in Line - Grooved	LF	178	\$ 6.80	\$ 1,210.40	-	178.00	\$ 1,210.40	178.00	\$ 1,210.40	\$ -	\$ 1,210.40	100.00%	\$ -
33	Pvm Mt Mk, 4 in Line - Solid White	LF	180	\$ 1.00	\$ 180.00	-	180.00	\$ 180.00	180.00	\$ 180.00	\$ -	\$ 180.00	100.00%	\$ -
UNIT 1 TOTAL					\$ 175,466.25			\$ 95,157.37		\$ 132,227.37		\$ 132,227.37		\$ 43,238.88

CONTRACTOR'S APPLICATION FOR PAYMENT NO. 5														
2018 STREET IMPROVEMENT DISTRICT			Application Period: 9/21/2018 to 10/30/2018								Application Date: 11/16/2018			
City Project No.: 4308			To (Owner): City of Minnetonka								Via (Engineer): Lance E Meyer, PE			
Contract Completion Date: 11/03/2018			From (Contractor): Bechtold Paving Inc.								City Engineer			
A					B				C	D	E	F		G
Bid Item No.	Description	Unit	Bid Quantity	Unit Price	Bid Value	Previous Pay Quantities	Current Pay Quantities	Current Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F ÷ B)	Balance to Date (B - F)
Unit 2 - HIAWATHA ST - 11TH AVE SE TO 16TH AVE SE														
1	Contract Bond	EA	1	\$ 2,300.00	\$ 2,300.00	1.00	-	\$ -	1.0	\$ 2,300.00		\$ 2,300.00	100.00%	\$ -
2	Mobilization	EA	1	\$ 8,000.00	\$ 8,000.00	1.00	-	\$ -	1.0	\$ 8,000.00		\$ 8,000.00	100.00%	\$ -
3	Traffic Control	EA	1	\$ 2,200.00	\$ 2,200.00	1.00	-	\$ -	1.0	\$ 2,200.00		\$ 2,200.00	100.00%	\$ -
4	Flagging	HR	60	\$ 30.00	\$ 1,800.00	60.00	-	\$ -	60.0	\$ 1,800.00		\$ 1,800.00	100.00%	\$ -
5	Remove Sidewalk	SY	20	\$ 14.40	\$ 288.00	23.56	-	\$ -	23.56	\$ 339.26		\$ 339.26	117.80%	\$ (51.26)
6	Remove Curb & Gutter	LF	145	\$ 15.50	\$ 2,247.50	311.00	-	\$ -	311.0	\$ 4,820.50		\$ 4,820.50	214.48%	\$ (2,573.00)
7	Remove Valley Gutter	SY	50	\$ 18.60	\$ 930.00	63.24	-	\$ -	63.24	\$ 1,176.26		\$ 1,176.26	126.48%	\$ (246.26)
8	Remove Bituminous Pavement	SY	110	\$ 8.00	\$ 880.00	48.13	-	\$ -	48.13	\$ 385.04		\$ 385.04	43.75%	\$ 494.96
9	Milling Pavement Surface	SY	9,525	\$ 3.20	\$ 30,480.00	9529.67	-	\$ -	9,529.67	\$ 30,494.94		\$ 30,494.94	100.05%	\$ (14.94)
10	Aggregate Base, Class 5	TN	290	\$ 29.00	\$ 8,410.00	257.91	-	\$ -	257.91	\$ 7,479.39		\$ 7,479.39	88.93%	\$ 930.61
11	Existing Base Reclamation, Cement Stabilized	SY	9,525	\$ 10.25	\$ 97,631.25	9529.67	-	\$ -	9,529.67	\$ 97,679.12		\$ 97,679.12	100.05%	\$ (47.87)
12	Subgrade Preparation, Special	SY	9,525	\$ 2.00	\$ 19,050.00	9529.67	-	\$ -	9,529.67	\$ 19,059.34		\$ 19,059.34	100.05%	\$ (9.34)
13	Adjust Gate Valve Box	EA	17	\$ 200.00	\$ 3,400.00	17.00	-	\$ -	17.0	\$ 3,400.00		\$ 3,400.00	100.00%	\$ -
14	Adjust Manhole	EA	11	\$ 500.00	\$ 5,500.00	11.00	-	\$ -	11.0	\$ 5,500.00		\$ 5,500.00	100.00%	\$ -
15	External Chimney Seal	EA	10	\$ 500.00	\$ 5,000.00	10.00	-	\$ -	10.0	\$ 5,000.00		\$ 5,000.00	100.00%	\$ -
16	Storm Sewer Inlet - 2' x 3'	EA	6	\$ 4,530.00	\$ 27,180.00	6.00	-	\$ -	6.0	\$ 27,180.00		\$ 27,180.00	100.00%	\$ -
17	Storm Sewer Manhole, 60" Dia.	EA	3	\$ 5,775.00	\$ 17,325.00	3.00	-	\$ -	3.0	\$ 17,325.00		\$ 17,325.00	100.00%	\$ -
18	Storm Sewer Manhole, 72" Dia. - Over Existing	EA	1	\$ 7,200.00	\$ 7,200.00	1.00	-	\$ -	1.0	\$ 7,200.00		\$ 7,200.00	100.00%	\$ -
19	6" PVC Perforated Underdrain Pipe	LF	2,125	\$ 17.75	\$ 37,718.75	2349.00	-	\$ -	2,349.0	\$ 41,694.75		\$ 41,694.75	110.54%	\$ (3,976.00)
20	Storm Sewer - 15 in RCP, CL III	LF	105	\$ 79.00	\$ 8,295.00	105.00	-	\$ -	105.0	\$ 8,295.00		\$ 8,295.00	100.00%	\$ -
21	Storm Sewer - 18 in RCP, CL III	LF	1,110	\$ 84.00	\$ 93,240.00	1118.00	-	\$ -	1,118.0	\$ 93,912.00		\$ 93,912.00	100.72%	\$ (672.00)
22	SS1H or CSS1H Emulsified Asphalt	GAL	960	\$ 3.00	\$ 2,880.00	750.00	-	\$ -	750.0	\$ 2,250.00		\$ 2,250.00	78.13%	\$ 630.00
23	HMA Superpave, FAA 42	TN	2,250	\$ 67.00	\$ 150,750.00	2339.00	-	\$ -	2,339.0	\$ 156,713.00		\$ 156,713.00	103.96%	\$ (5,963.00)
24	Sidewalk, Concrete 4 in	SY	20	\$ 69.75	\$ 1,395.00	23.56	-	\$ -	23.56	\$ 1,643.31		\$ 1,643.31	117.80%	\$ (248.31)
25	ADA Truncated Dome Panel	SF	30	\$ 46.50	\$ 1,395.00	30.00	-	\$ -	30.0	\$ 1,395.00		\$ 1,395.00	100.00%	\$ -
26	Concrete Curb & Gutter, Type 1	LF	145	\$ 30.00	\$ 4,350.00	311.00	-	\$ -	311.0	\$ 9,330.00		\$ 9,330.00	214.48%	\$ (4,980.00)
27	48 in Wide Valley Gutter - High Early Strength	SY	85	\$ 83.50	\$ 7,097.50	120.09	-	\$ -	120.09	\$ 10,027.52		\$ 10,027.52	141.28%	\$ (2,930.02)
28	Inlet Protection Device	EA	8	\$ 200.00	\$ 1,600.00	8.00	-	\$ -	8.0	\$ 1,600.00		\$ 1,600.00	100.00%	\$ -
UNIT 2 TOTAL					\$ 548,543.00			\$ -		\$ 568,199.43		\$ 568,199.43		\$ (19,656.43)
UNITS 1 - 2 TOTAL					\$ 724,009.25			\$ 95,157.37		\$ 700,426.80		\$ 700,426.80		\$ 23,582.45

CONTRACTOR'S APPLICATION FOR PAYMENT NO. 5														
2018 STREET IMPROVEMENT DISTRICT				Application Period: 9/21/2018 to 10/30/2018							Application Date: 11/16/2018			
City Project No.: 4308				To (Owner): City of Minnetonka							Via (Engineer): Lance E Meyer, PE City Engineer			
Contract Completion Date: 11/03/2018				From (Contractor): Bechtold Paving Inc.										
A			B		C	D	E	F	G	H	I	J	K	L
Item			Bid Quantity	Unit Price	Bid Value	Previous Pay Quantities	Current Pay Quantities	Current Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F ÷ B)	Balance to Date (B - F)
Bid Item No.	Description	Unit												
Unit 3 - 6TH ST SE - 18TH AVE SE TO 20TH AVE SE														
1	Contract Bond	EA	1	\$ 1,400.00	\$ 1,400.00	0.50	0.50	\$ 700.00	1.0	\$ 1,400.00		\$ 1,400.00	100.00%	\$ -
2	Mobilization	EA	1	\$ 8,850.00	\$ 8,850.00	0.50	0.50	\$ 4,425.00	1.0	\$ 8,850.00		\$ 8,850.00	100.00%	\$ -
3	Traffic Control	EA	1	\$ 2,200.00	\$ 2,200.00	0.50	0.50	\$ 1,100.00	1.0	\$ 2,200.00		\$ 2,200.00	100.00%	\$ -
4	Flagging	HR	40	\$ 30.00	\$ 1,200.00		40.00	\$ 1,200.00	40.0	\$ 1,200.00		\$ 1,200.00	100.00%	\$ -
5	Remove 6 in Concrete	SY	95	\$ 18.60	\$ 1,767.00	47.11	44.14	\$ 821.00	91.25	\$ 1,697.25		\$ 1,697.25	96.05%	\$ 69.75
6	Remove Curb & Gutter	LF	365	\$ 15.50	\$ 5,657.50	161.00	214.50	\$ 3,324.75	375.5	\$ 5,820.25		\$ 5,820.25	102.88%	\$ (162.75)
7	Remove Valley Gutter	SY	85	\$ 18.60	\$ 1,581.00	42.50	42.50	\$ 790.50	85.0	\$ 1,581.00		\$ 1,581.00	100.00%	\$ -
8	Remove Bituminous Pavement	SY	425	\$ 6.00	\$ 2,550.00	79.78	-	\$ -	79.78	\$ 478.68		\$ 478.68	18.77%	\$ 2,071.32
9	Remove Storm Sewer	LF	330	\$ 26.00	\$ 8,580.00	330.00	-	\$ -	330.0	\$ 8,580.00		\$ 8,580.00	100.00%	\$ -
10	Milling Pavement Surface	SY	4,520	\$ 3.20	\$ 14,464.00		4,042.33	\$ 12,935.46	4,042.3	\$ 12,935.46		\$ 12,935.46	89.43%	\$ 1,528.54
11	Common Excavation	CY	125	\$ 19.00	\$ 2,375.00		118.42	\$ 2,250.00	118.4	\$ 2,250.00		\$ 2,250.00	94.74%	\$ 125.00
12	Aggregate Base, Class 5	TN	140	\$ 29.00	\$ 4,060.00	430.12	104.48	\$ 3,029.92	534.60	\$ 15,503.40		\$ 15,503.40	381.86%	\$ (11,443.40)
13	Existing Base Reclamation, Cement Stabilized	SY	4,560	\$ 10.50	\$ 47,880.00		3,692.33	\$ 38,769.47	3,692.3	\$ 38,769.47		\$ 38,769.47	80.97%	\$ 9,110.54
14	Subgrade Preparation, Special	SY	4,560	\$ 2.00	\$ 9,120.00		3,692.33	\$ 7,384.66	3,692.3	\$ 7,384.66		\$ 7,384.66	80.97%	\$ 1,735.34
15	Adjust Gate Valve Box	EA	5	\$ 200.00	\$ 1,000.00		5.00	\$ 1,000.00	5.0	\$ 1,000.00		\$ 1,000.00	100.00%	\$ -
16	Adjust Manhole	EA	6	\$ 500.00	\$ 3,000.00		6.00	\$ 3,000.00	6.0	\$ 3,000.00		\$ 3,000.00	100.00%	\$ -
17	Adjust Catch Basin w/ New Frame and Grate	EA	2	\$ 1,200.00	\$ 2,400.00	2.00	-	\$ -	2.0	\$ 2,400.00		\$ 2,400.00	100.00%	\$ -
18	Adjust Catch Basin Manhole w/ New Frame and Grate	EA	1	\$ 1,500.00	\$ 1,500.00		-	\$ -	-	\$ -		\$ -	0.00%	\$ 1,500.00
19	External Chimney Seal	EA	2	\$ 500.00	\$ 1,000.00		2.00	\$ 1,000.00	2.0	\$ 1,000.00		\$ 1,000.00	100.00%	\$ -
20	Storm Sewer Inlet, 2' x 3'	EA	2	\$ 4,150.00	\$ 8,300.00	2.00	1.00	\$ 4,150.00	3.0	\$ 12,450.00		\$ 12,450.00	150.00%	\$ (4,150.00)
21	Catch Basin Reconstruct w/ New Frame and Grate	EA	2	\$ 1,300.00	\$ 2,600.00	2.00	-	\$ -	2.0	\$ 2,600.00		\$ 2,600.00	100.00%	\$ -
22	Storm Sewer Manhole, 72" Dia. - Over Existing Sewer	EA	1	\$ 6,300.00	\$ 6,300.00	1.00	-	\$ -	1.0	\$ 6,300.00		\$ 6,300.00	100.00%	\$ -
23	Storm Sewer - 15 in RCP, CL III	LF	80	\$ 79.00	\$ 6,320.00	80.00	-	\$ -	80.0	\$ 6,320.00		\$ 6,320.00	100.00%	\$ -
24	Storm Sewer - 18 in RCP, CL III	LF	246	\$ 84.00	\$ 20,664.00	251.00	-	\$ -	251.0	\$ 21,084.00		\$ 21,084.00	102.03%	\$ (420.00)
25	SS1H or CSS1H Emulsified Asphalt	GAL	470	\$ 3.00	\$ 1,410.00		225.00	\$ 675.00	225.0	\$ 675.00		\$ 675.00	47.87%	\$ 735.00
26	HMA Superpave, FAA 42	TN	1,130	\$ 67.00	\$ 75,710.00		1,038.10	\$ 69,552.70	1,038.1	\$ 69,552.70		\$ 69,552.70	91.87%	\$ 6,157.30
27	Sidewalk, Concrete 4 in	SY	10	\$ 69.50	\$ 695.00		20.00	\$ 1,390.00	20.0	\$ 1,390.00		\$ 1,390.00	200.00%	\$ (695.00)
28	ADA Truncated Dome Panel	SF	10	\$ 46.50	\$ 465.00		24.00	\$ 1,116.00	24.0	\$ 1,116.00		\$ 1,116.00	240.00%	\$ (651.00)
29	6 in Non-Reinforced Concrete - AE	SY	130	\$ 69.50	\$ 9,035.00	44.25	-	\$ -	44.25	\$ 3,075.38		\$ 3,075.38	34.04%	\$ 5,959.63
30	Concrete Curb & Gutter, Type 1	LF	920	\$ 30.00	\$ 27,600.00	700.00	201.50	\$ 6,045.00	901.5	\$ 27,045.00		\$ 27,045.00	97.99%	\$ 555.00
31	Concrete Curb & Gutter, Type 2	LF	300	\$ 30.00	\$ 9,000.00	298.00	-	\$ -	298.0	\$ 8,940.00		\$ 8,940.00	99.33%	\$ 60.00
32	48 in Wide Valley Gutter - High Early Strength	SY	85	\$ 83.50	\$ 7,097.50		85.00	\$ 7,097.50	85.0	\$ 7,097.50		\$ 7,097.50	100.00%	\$ -
33	Inlet Protection Device	EA	7	\$ 200.00	\$ 1,400.00	2.00	-	\$ -	2.0	\$ 400.00		\$ 400.00	28.57%	\$ 1,000.00
34	Preformed Patterned Pmnt Mk, 24 in Line - Grooved	LF	22	\$ 30.00	\$ 660.00		22.00	\$ 660.00	22.0	\$ 660.00		\$ 660.00	100.00%	\$ -
35	Preformed Patterned Pmnt Mk, 6 in Line - Grooved	LF	135	\$ 6.80	\$ 918.00		135.00	\$ 918.00	135.0	\$ 918.00		\$ 918.00	100.00%	\$ -
36	Sedimentation Control Wattle - 12 in	LF	475	\$ 3.75	\$ 1,781.25	405.00	-	\$ -	405.0	\$ 1,518.75		\$ 1,518.75	85.26%	\$ 262.50
37	Sedimentation Control Wattle - 12 in, Ditch Check	LF	45	\$ 3.75	\$ 168.75		-	\$ -	-	\$ -		\$ -	0.00%	\$ 168.75
38	Remove and Salvage Topsoil	CY	45	\$ 20.00	\$ 900.00	8.37	-	\$ -	8.37	\$ 167.40		\$ 167.40	18.60%	\$ 732.60
39	Backfill - Import	CY	80	\$ 30.00	\$ 2,400.00		345.00	\$ 10,350.00	345.0	\$ 10,350.00		\$ 10,350.00	431.25%	\$ (7,950.00)
40	Topsoil - Import	CY	15	\$ 30.00	\$ 450.00	30.00	107.60	\$ 3,228.00	137.6	\$ 4,128.00		\$ 4,128.00	917.33%	\$ (3,678.00)
41	Seeding with Hydromulch	SY	285	\$ 3.50	\$ 997.50		520.89	\$ 1,823.12	520.9	\$ 1,823.12		\$ 1,823.12	182.77%	\$ (825.62)
UNIT 3 TOTAL					\$ 305,456.50			\$ 188,736.07		\$ 303,661.00		\$ 303,661.00		\$ 1,795.50
UNITS 1 - 3 TOTAL					\$ 1,029,465.75			\$ 283,893.43		\$ 1,004,087.80		\$ 1,004,087.80		\$ 25,377.95



CONTRACTOR'S APPLICATION FOR PAYMENT NO. 5														
2018 STREET IMPROVEMENT DISTRICT			Application Period: 9/21/2018 to 10/30/2018							Application Date: 11/16/2018				
City Project No.: 4308			To (Owner): City of Minnetonka							Via (Engineer): Lance E Meyer, PE City Engineer				
Contract Completion Date: 11/03/2018			From (Contractor): Bechtold Paving Inc.											
A			B		C	D	E	F	G	H	I	J	K	
Bid Item No.	Description	Unit	Bid Quantity	Unit Price	Bid Value	Previous Pay Quantities	Current Pay Quantities	Current Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F ÷ B)	Balance to Date (B - F)
Unit 4 - 34TH AVE SE - 13TH ST SE TO SEDONA CT														
1	Contract Bond	EA	1	\$ 1,900.00	\$ 1,900.00	1.0	-	\$ -	1.00	\$ 1,900.00		\$ 1,900.00	100.00%	\$ -
2	Mobilization	EA	1	\$ 8,300.00	\$ 8,300.00	1.0	-	\$ -	1.00	\$ 8,300.00		\$ 8,300.00	100.00%	\$ -
3	Traffic Control	EA	1	\$ 2,500.00	\$ 2,500.00	1.0	-	\$ -	1.00	\$ 2,500.00		\$ 2,500.00	100.00%	\$ -
4	Flagging	HR	60	\$ 30.00	\$ 1,800.00	60.0	-	\$ -	60.00	\$ 1,800.00		\$ 1,800.00	100.00%	\$ -
5	Remove Sidewalk	SY	12	\$ 14.40	\$ 172.80	12.00	-	\$ -	12.00	\$ 172.80		\$ 172.80	100.00%	\$ -
6	Remove 6 in Concrete	SY	5	\$ 18.60	\$ 93.00		-	\$ -	-	\$ -		\$ -	0.00%	\$ 93.00
7	Remove Curb & Gutter	LF	105	\$ 15.50	\$ 1,627.50	270.25	-	\$ -	270.25	\$ 4,188.88		\$ 4,188.88	257.38%	\$ (2,561.38)
8	Remove Valley Gutter	SY	200	\$ 18.60	\$ 3,720.00	265.98	-	\$ -	265.98	\$ 4,947.23		\$ 4,947.23	132.99%	\$ (1,227.23)
9	Remove Bituminous Pavement	SY	190	\$ 8.00	\$ 1,520.00	72.46	-	\$ -	72.46	\$ 579.68		\$ 579.68	38.14%	\$ 940.32
10	Milling Pavement Surface	SY	9,030	\$ 3.20	\$ 28,896.00	9,122.20	-	\$ -	9,122.20	\$ 29,191.04		\$ 29,191.04	101.02%	\$ (295.04)
11	Common Excavation	CY	135	\$ 19.00	\$ 2,565.00	156.88	-	\$ -	156.88	\$ 2,980.72		\$ 2,980.72	116.21%	\$ (415.72)
12	Aggregate Base, Class 5	TN	245	\$ 29.00	\$ 7,105.00	288.04	-	\$ -	288.04	\$ 8,353.16		\$ 8,353.16	117.57%	\$ (1,248.16)
13	Existing Base Reclamation, Cement Stabilized	SY	9,030	\$ 10.25	\$ 92,557.50	9,052.77	1,995.00	\$ 20,448.75	11,047.77	\$ 113,239.64		\$ 113,239.64	122.35%	\$ (20,682.14)
14	Subgrade Preparation, Special	SY	9,030	\$ 2.00	\$ 18,060.00	9,052.77	1,995.00	\$ 3,990.00	11,047.77	\$ 22,095.54		\$ 22,095.54	122.35%	\$ (4,035.54)
15	Adjust Gate Valve Box	EA	16	\$ 200.00	\$ 3,200.00	16.00	-	\$ -	16.00	\$ 3,200.00		\$ 3,200.00	100.00%	\$ -
16	Adjust Manhole	EA	11	\$ 500.00	\$ 5,500.00	11.00	-	\$ -	11.00	\$ 5,500.00		\$ 5,500.00	100.00%	\$ -
17	External Chimney Seal	EA	9	\$ 500.00	\$ 4,500.00	9.00	-	\$ -	9.00	\$ 4,500.00		\$ 4,500.00	100.00%	\$ -
18	Storm Sewer Inlet - 2' x 3'	EA	2	\$ 4,150.00	\$ 8,300.00	2.00	-	\$ -	2.00	\$ 8,300.00		\$ 8,300.00	100.00%	\$ -
19	Storm Sewer Manhole, 60" Dia.	EA	1	\$ 5,770.00	\$ 5,770.00	1.00	-	\$ -	1.00	\$ 5,770.00		\$ 5,770.00	100.00%	\$ -
20	6" PVC Perforated Underdrain Pipe	LF	2,115	\$ 17.75	\$ 37,541.25	2,115.00	-	\$ -	2,115.00	\$ 37,541.25		\$ 37,541.25	100.00%	\$ -
21	Storm Sewer - 15 in RCP, CL III	LF	35	\$ 79.00	\$ 2,765.00	35.00	-	\$ -	35.00	\$ 2,765.00		\$ 2,765.00	100.00%	\$ -
22	Storm Sewer - 18 in RCP, CL III	LF	367	\$ 84.00	\$ 30,828.00	367.00	-	\$ -	367.00	\$ 30,828.00		\$ 30,828.00	100.00%	\$ -
23	SS1H or CSS1H Emulsified Asphalt	GAL	925	\$ 3.00	\$ 2,775.00	832.00	-	\$ -	832.00	\$ 2,496.00		\$ 2,496.00	89.95%	\$ 279.00
24	HMA Superpave, FAA 42	TN	2,155	\$ 67.00	\$ 144,385.00	2,139.13	-	\$ -	2,139.13	\$ 143,321.71		\$ 143,321.71	99.26%	\$ 1,063.29
25	Sidewalk, Concrete 4 in	SY	12	\$ 69.50	\$ 834.00	12.00	-	\$ -	12.00	\$ 834.00		\$ 834.00	100.00%	\$ -
26	ADA Truncated Dome Panel	SF	20	\$ 46.50	\$ 930.00	20.00	-	\$ -	20.00	\$ 930.00		\$ 930.00	100.00%	\$ -
27	6 in Non-Reinforced Concrete - AE	SY	5	\$ 83.50	\$ 417.50		-	\$ -	-	\$ -		\$ -	0.00%	\$ 417.50
28	Concrete Curb & Gutter, Type 1	LF	105	\$ 30.00	\$ 3,150.00	270.25	-	\$ -	270.25	\$ 8,107.50		\$ 8,107.50	257.38%	\$ (4,957.50)
29	48 in Wide Valley Gutter - High Early Strength	SY	200	\$ 83.50	\$ 16,700.00	265.98	-	\$ -	265.98	\$ 22,209.33		\$ 22,209.33	132.99%	\$ (5,509.33)
30	Inlet Protection Device	EA	7	\$ 200.00	\$ 1,400.00	7.00	-	\$ -	7.00	\$ 1,400.00		\$ 1,400.00	100.00%	\$ -
31	Remove and Salvage Topsoil	CY	5	\$ 30.00	\$ 150.00	4.30	-	\$ -	4.30	\$ 129.00		\$ 129.00	86.00%	\$ 21.00
32	Topsoil - Import	CY	5	\$ 30.00	\$ 150.00		-	\$ -	-	\$ -		\$ -	0.00%	\$ 150.00
33	Seeding with Hydromulch	SY	60	\$ 7.00	\$ 420.00		-	\$ -	-	\$ -		\$ -	0.00%	\$ 420.00
UNIT 4 TOTAL					\$ 440,532.55			\$ 24,438.75		\$ 478,080.48		\$ 478,080.48		\$ (37,547.93)
UNITS 1 - 4 TOTAL					\$ 1,469,998.30			\$ 308,332.18		\$ 1,482,168.28		\$ 1,482,168.28		\$ (12,169.98)



CONTRACTOR'S APPLICATION FOR PAYMENT NO. 5														
2018 STREET IMPROVEMENT DISTRICT					Application Period: 9/21/2018 to 10/30/2018					Application Date: 11/16/2018				
City Project No.: 4308					To (Owner): City of Minnetonka					Via (Engineer): Lance E Meyer, PE City Engineer				
Contract Completion Date: 11/03/2018					From (Contractor): Bechtold Paving Inc.									
A			B		C	D	E	F	G	H	I	J	K	
Bid Item No.	Description	Unit	Bid Quantity	Unit Price	Bid Value	Previous Pay Quantities	Current Pay Quantities	Current Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F ÷ B)	Balance to Date (B - F)
Unit 5 - 16th ST SW - BURDICK EXPRESSWAY TO 375 FEET SOUTH														
1	Contract Bond	EA	1	\$ 500.00	\$ 500.00		1.00	\$ 500.00	1.00	\$ 500.00		\$ 500.00	100.00%	\$ -
2	Mobilization	EA	1	\$ 3,000.00	\$ 3,000.00		1.00	\$ 3,000.00	1.00	\$ 3,000.00		\$ 3,000.00	100.00%	\$ -
3	Traffic Control	EA	1	\$ 3,500.00	\$ 3,500.00		1.00	\$ 3,500.00	1.00	\$ 3,500.00		\$ 3,500.00	100.00%	\$ -
4	Flagging	HR	30	\$ 30.00	\$ 900.00		30.00	\$ 900.00	30.00	\$ 900.00		\$ 900.00	100.00%	\$ -
5	Milling Pavement Surface	SY	2,500	\$ 5.20	\$ 13,000.00		2,479.17	\$ 12,891.68	2,479.17	\$ 12,891.68		\$ 12,891.68	99.17%	\$ 108.32
6	Common Excavation	CY	85	\$ 19.00	\$ 1,615.00		-	\$ -	-	\$ -		\$ -	0.00%	\$ 1,615.00
7	Aggregate Base, Class 5	TN	155	\$ 29.00	\$ 4,495.00		-	\$ -	-	\$ -		\$ -	0.00%	\$ 4,495.00
8	Subgrade Preparation	SY	250	\$ 3.00	\$ 750.00		-	\$ -	-	\$ -		\$ -	0.00%	\$ 750.00
9	Adjust Cleanout	EA	2	\$ 500.00	\$ 1,000.00		1.00	\$ 500.00	1.00	\$ 500.00		\$ 500.00	50.00%	\$ 500.00
10	Adjust Manhole	EA	1	\$ 500.00	\$ 500.00		1.00	\$ 500.00	1.00	\$ 500.00		\$ 500.00	100.00%	\$ -
11	Bimunicipal Full Depth Patch Repair	SY	250	\$ 45.00	\$ 11,250.00	289.66	197.67	\$ 8,895.15	487.33	\$ 21,929.85		\$ 21,929.85	194.93%	\$ (10,679.85)
12	Bituminous Leveling	TN	15	\$ 130.00	\$ 1,950.00		15.00	\$ 1,950.00	15.00	\$ 1,950.00		\$ 1,950.00	100.00%	\$ -
13	SS1H or CSS1H Emulsified Asphalt	GAL	250	\$ 3.00	\$ 750.00		448.00	\$ 1,344.00	448.00	\$ 1,344.00		\$ 1,344.00	179.20%	\$ (594.00)
14	HMA Superpave, FAA 43	TN	585	\$ 73.00	\$ 42,705.00		538.62	\$ 39,319.26	538.62	\$ 39,319.26		\$ 39,319.26	92.07%	\$ 3,385.74
15	Inlet Protection Device	EA	6	\$ 200.00	\$ 1,200.00		6.00	\$ 1,200.00	6.00	\$ 1,200.00		\$ 1,200.00	100.00%	\$ -
16	Preformed Patterned Pvmnt Mk, Message	SF	32	\$ 23.00	\$ 736.00		32.00	\$ 736.00	32.00	\$ 736.00		\$ 736.00	100.00%	\$ -
17	Pvmt Mk, 4 in Line - Solid White	LF	200	\$ 1.00	\$ 200.00		200.00	\$ 200.00	200.00	\$ 200.00		\$ 200.00	100.00%	\$ -
18	Pvmt Mk, 8 in Line - Solid White	LF	65	\$ 1.00	\$ 65.00		65.00	\$ 65.00	65.00	\$ 65.00		\$ 65.00	100.00%	\$ -
19	Pvmt Mk, 4 in Line - Double Yellow	LF	660	\$ 0.40	\$ 264.00		660.00	\$ 264.00	660.00	\$ 264.00		\$ 264.00	100.00%	\$ -
UNIT 5 TOTAL					\$ 88,380.00			\$ 75,765.09		\$ 88,799.79		\$ 88,799.79		\$ (419.79)
UNITS 1 - 5 TOTAL					\$ 1,558,378.30			\$ 384,097.28		\$ 1,570,968.07		\$ 1,570,968.07		\$ (12,589.77)

CONTRACTOR'S APPLICATION FOR PAYMENT NO. 5															
2018 STREET IMPROVEMENT DISTRICT			Application Period: 9/21/2018 to 10/30/2018								Application Date: 11/16/2018				
City Project No.: 4308			To (Owner): City of Minnetonka								Via (Engineer): Lance E Meyer, PE				
Contract Completion Date: 11/03/2018			From (Contractor): Bechtold Paving Inc.								City Engineer				
A					B					C	D	E	F		G
Bid Item No.	Description	Unit	Bid Quantity	Unit Price	Bid Value	Previous Pay Quantities	Current Pay Quantities	Current Value	Estimated Quantity Installed	Value	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F ÷ B)	Balance to Date (B - F)	
CHANGE ORDER NO. 1 - 3RD ST SE MILL & OVERLAY (UNIT 6)															
1	Contract Bond	EA	1	\$ 1,200.00	\$1,200.00	-	1.00	\$ 1,200.00	1.00	\$ 1,200.00		\$ 1,200.00	100.00%	\$ -	
2	Mobilization	EA	1	\$ 7,000.00	\$7,000.00	-	1.00	\$ 7,000.00	1.00	\$ 7,000.00		\$ 7,000.00	100.00%	\$ -	
3	Traffic Control	EA	1	\$ 3,970.00	\$3,970.00	-	1.00	\$ 3,970.00	1.00	\$ 3,970.00		\$ 3,970.00	100.00%	\$ -	
4	Flagging	HR	30	\$ 30.00	\$900.00	-	30.00	\$ 900.00	30.00	\$ 900.00		\$ 900.00	100.00%	\$ -	
5	Concrete Milling	LS	1	\$ 14,900.00	\$14,900.00	-	1.00	\$ 14,900.00	1.00	\$ 14,900.00		\$ 14,900.00	100.00%	\$ -	
6	FAA 45 HBP	TN	80	\$ 180.72	\$14,457.60	-	108.64	\$ 19,633.42	108.64	\$ 19,633.42		\$ 19,633.42	135.80%	\$ (5,175.82)	
7	Adjust Gate Valve Box	EA	2	\$ 200.00	\$400.00	-	1.00	\$ 200.00	1.00	\$ 200.00		\$ 200.00	50.00%	\$ 200.00	
8	Adjust Manhole (Adj. Ring)	EA	3	\$ 400.00	\$1,200.00	-	2.00	\$ 800.00	2.00	\$ 800.00		\$ 800.00	66.67%	\$ 400.00	
9	Preformed Patterned Pvmnt Mk, 24 in Line - Grooved	LF	102	\$ 30.00	\$3,060.00	-	102.00	\$ 3,060.00	102.00	\$ 3,060.00		\$ 3,060.00	100.00%	\$ -	
10	Preformed Patterned Pvmnt Mk, 6 in Line - Grooved	LF	410	\$ 6.80	\$2,788.00	-	410.00	\$ 2,788.00	410.00	\$ 2,788.00		\$ 2,788.00	100.00%	\$ -	
11	Inlet Protection Device	EA	6	\$ 200.00	\$1,200.00	-	-	\$ -	-	\$ -		\$ -	0.00%	\$ 1,200.00	
CHANGE ORDER NO. 1 TOTAL					\$51,075.60			\$ 54,451.42		\$ 54,451.42		\$ 54,451.42		\$ (3,375.82)	
UNITS 1-5 + CHANGE ORDER NO. 1 TOTAL					\$1,609,453.90			\$ 438,548.70		\$ 1,625,419.49		\$ 1,625,419.49		\$ (15,965.59)	
CHANGE ORDER NO. 2 - CONNECTION TO FRONT ST. STORM SEWER (UNIT 1)															
1	Remove STMH 2 and replace with 48" Manhole	EA	1	\$ 5,150.00	\$5,150.00	1.00		\$ -	1.00	\$ 5,150.00		\$ 5,150.00	100.00%	\$ -	
2	18" RCP Storm Sewer	LF	40	\$ 84.00	\$3,360.00	40.00		\$ -	40.00	\$ 3,360.00		\$ 3,360.00	100.00%	\$ -	
3	Connect to Existing Storm Sewer on Front St.	EA	1	\$ 3,500.00	\$3,500.00	1.00		\$ -	1.00	\$ 3,500.00		\$ 3,500.00	100.00%	\$ -	
4	Cost of 2'x3' catch basin removed from plan	LS	1	\$ 1,970.00	\$1,970.00	1.00		\$ -	1.00	\$ 1,970.00		\$ 1,970.00	100.00%	\$ -	
5	Bituminous Pavement Patch - Front St.	SY	0	\$ 45.00		65.17		\$ -	65.17	\$ 2,932.65		\$ 2,932.65		\$ (2,932.65)	
6	Traffic Control	LS	1	\$ 1,080.00	\$1,080.00	1.00		\$ -	1.00	\$ 1,080.00		\$ 1,080.00	100.00%	\$ -	
WORK CHANGE DIRECTIVE NO. 1 TOTAL					\$15,060.00			\$ -		\$ 17,992.65		\$ 17,992.65		\$ (2,932.65)	
UNITS 1-5 + CHANGE ORDER NO. 1 + CHANGE ORDER NO. 2 TOTAL					\$1,624,513.90			\$ 438,548.70		\$ 1,643,412.14		\$ 1,643,412.14		\$ (18,898.24)	



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**TO:** Mayor Shawn Sipma  
Members of the City Council

**FROM:** Dan Jonasson, Director of Public Works

**DATE:** November 14, 2018

**SUBJECT:** Minot SWIF ACTION B - Storm Sewer Outfall Televising and Inspection (City Project No. 3135.2B) FINAL PAYMENT

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**I. RECOMMENDED ACTION**

- A. Recommend approval of the Final Payment to Pace Construction Inc. in the amount of \$115,666.75.

**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

*Levee inspections are completed quarterly in accordance with our SWIF (System Wide Improvement Framework) which is a plan completed by the City to address the levee deficiencies identified by the USACE during their yearly inspections. In order to stay eligible for the PL-84-99 program with the USACE, we must have a plan (SWIF) which outlines our actions to repair the deficiencies. This plan was completed and this project was one phase of improvements outlined in the SWIF to be done.*

B. Proposed Project

*This project televised or inspected all storm sewer outfalls or oxbow (Dead-Loop) flood control structures within the City of Minot to identify any maintenance requirements. The project was bid October 3, 2016 and Pace Construction Inc submitted the low bid for the project at \$240,088.85. After the project was bid, the SRJB (Souris River Joint Board) requested a change order to include televising work outside the City of Minot to this contract, which was granted. The total cost of the Project came to \$381,520.32.*

C. Consultant Selection

*Houston Engineering was chosen in accordance with state selection criteria to complete the SWIF, as well as the improvements designated in the SWIF.*

**IV. IMPACT:**

A. Strategic Impact:

*This work will allow us to maintain our ability to leverage PL-84-99 funding and support from the USACE. It will restore our existing levee system to the new USACE standards, while the longer term flood project is being built.*

B. Service/Delivery Impact:

*This project is part of the long term improvements needed to keep our existing flood protection in place.*

C. Fiscal Impact:

Public Works budgeted monies thru Flood Control Sales Tax and the SRJB provided Cost-Share funding for the change order work outside the City of Minot.

Project Costs

<i>Engineer's Estimate of construction cost</i>	\$ 266,125.00
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<i>Total Bid</i>	\$ 240,088.85
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<i>Net Change By Change Order/Quantity</i>	<u>\$ 141,431.47</u>
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<i>Total Construction Cost</i>	\$ 381,520.32
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Project Funding

<i>SRJB Cost-Share</i>	\$ 140,511.30
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<i>City funding</i>	\$ 241,009.02
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**V. ALTERNATIVES**

N/A

**VI. TIME CONSTRAINTS**

N/A

**VII. LIST OF ATTACHMENTS**

A. *Final Pay Application*

**Contractor's Application for Payment No.**

5

Application Period: 7/31/2017 - 09/01/2018		Application Date: 11/8/2018
To (Owner): City of Minot, ND	From (Contractor): Pace Construction Inc.	Via (Engineer): Houston Engineering, Inc.
Project: City of Minot Storm Sewer Outfall Investigation Minot SWIF Action B	Contract:	
Owner's Contract No.: 3135.2B	Contractor's Project No.:	Engineer's Project No.: HEI-6027-050

**Application For Payment  
Change Order Summary**

Approved Change Orders		
Number	Additions	Deductions
1	\$163,427.10	
2		
3		\$17,009.01
TOTALS	\$163,427.10	\$17,009.01
NET CHANGE BY CHANGE ORDERS	\$146,418.09	

1. ORIGINAL CONTRACT PRICE..... \$ \$240,088.85
2. Net change by Change Orders..... \$ \$146,418.09
3. Current Contract Price (Line 1 ± 2)..... \$ \$386,506.94
4. TOTAL COMPLETED AND STORED TO DATE  
(Column F total on Progress Estimates)..... \$ \$381,520.32
5. RETAINAGE:
  - a. X \$381,520.32 Work Completed..... \$
  - b. X 32.00 Stored Material..... \$
  - c. Total Retainage (Line 5.a + Line 5.b)..... \$
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$ \$381,520.32
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$ \$265,853.57
8. AMOUNT DUE THIS APPLICATION..... \$ \$115,666.75
9. BALANCE TO FINISH, PLUS RETAINAGE  
(Column G total on Progress Estimates + Line 5.c above)..... \$ \$4,986.63

**Contractor's Certification**

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

**Contractor Signature**

By: Gena Horne Date: 11/8/18

Payment of: \$ 115,666.75  
(Line 8 or other - attach explanation of the other amount)

is recommended by: Gale Blah 11/8/18  
(Engineer) (Date)

Payment of: \$  
(Line 8 or other - attach explanation of the other amount)

is approved by: Dan Jensen 11/13/18  
(Owner) (Date)

Approved by: 265,950,418.08-01 P3135.2B  
Funding or Financing Entity (if applicable) (Date)

Checked By: CB  
PA 3135.2B



# Progress Estimate - Unit Price Work

# Contractor's Application

For (Contract):								Application Number: 5			
Application Period: 7/31/2017 - 09/01/2018								Application Date: 11/8/2018			
A						B	C	D	E	F	
Bid Item No.	Item Description	Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
		Item Quantity	Units	Unit Price	Total Value of Item (\$)						
1	Mobilization	0.75	LS	\$ 20,525.00	\$15,393.75	0.75	\$15,393.75		\$15,393.75	100.0%	
2	Television Inspection of Sewers - 4" - 18" Pipe Diameter	6379.0	LF	\$ 10.25	\$65,384.75	5892.5	\$60,398.13		\$60,398.13	92.4%	\$4,986.63
3	Television Inspection of Sewers - 21" - 48" Pipe Diameter	6233.8	LF	\$ 12.50	\$77,922.50	6233.8	\$77,922.50		\$77,922.50	100.0%	
4	Television Inspection of Sewers - 54" - 96" Pipe Diameter	1212.2	LF	\$ 16.20	\$19,637.64	1212.2	\$19,637.64		\$19,637.64	100.0%	
5	Mouse River Park - Mobilization	-	LS	\$ 1,377.50							
8	Mouse River Park - Television Inspection of Sewers - 54"-96" Pipe Diameter	-	LF	\$ 16.20							
9	Burlington - Mobilization	1	LS	\$ 1,377.50	\$1,377.50	1	\$1,377.50		\$1,377.50	100.0%	
10	Burlington - Television Inspection of Sewers - 4"-18" Pipe Diameter	96.3	LF	\$ 10.25	\$987.08	96.3	\$987.08		\$987.08	100.0%	
11	Burlington - Television Inspection of Sewers - 21"-48" Pipe Diameter	322.7	LF	\$ 12.50	\$4,033.75	322.7	\$4,033.75		\$4,033.75	100.0%	
13	Brooks Addition- Mobilization	0.95	LS	\$ 1,377.50	\$1,308.63	0.95	\$1,308.63		\$1,308.63	100.0%	
14	Brooks Addition - Television Inspection of Sewers - 4"-18" Pipe Diameter	37.3	LF	\$ 10.25	\$382.33	37.3	\$382.33		\$382.33	100.0%	
15	Brooks Addition - Television Inspection of Sewers - 21"-48" Pipe Diameter	195.3	LF	\$ 12.50	\$2,441.25	195.3	\$2,441.25		\$2,441.25	100.0%	
16	Brooks Addition - Television Inspection of Sewers - 54"-96" Pipe Diameter	-	LF	\$ 16.20							
17	Talbotts - Mobilization	1	LS	\$ 1,377.50	\$1,377.50	1	\$1,377.50		\$1,377.50	100.0%	
19	Talbotts - Television Inspection of Sewers - 21"-48" Pipe Diameter	253.9	LF	\$ 12.50	\$3,173.75	253.9	\$3,173.75		\$3,173.75	100.0%	
21	Country Club Acres- Mobilization	1	LS	\$ 1,377.50	\$1,377.50	1	\$1,377.50		\$1,377.50	100.0%	
22	Country Club Acres- Television Inspection of Sewers - 4"-18" Pipe Diameter	1345.9	LF	\$ 10.25	\$13,795.48	1345.9	\$13,795.48		\$13,795.48	100.0%	
23	Country Club Acres - Television Inspection of Sewers - 21"-48" Pipe Diameter	142.2	LF	\$ 12.50	\$1,777.50	142.2	\$1,777.50		\$1,777.50	100.0%	
25	Robinwood - Mobilization	1	LS	\$ 1,377.50	\$1,377.50	1	\$1,377.50		\$1,377.50	100.0%	
26	Robinwood- Television Inspection of Sewers - 4"-18" Pipe Diameter	142.1	LF	\$ 10.25	\$1,456.53	142.1	\$1,456.53		\$1,456.53	100.0%	
27	Robinwood - Television Inspection of Sewers - 21"-48" Pipe Diameter	237.8	LF	\$ 12.50	\$2,972.50	237.8	\$2,972.50		\$2,972.50	100.0%	
29	Kings Court - Mobilization	0.95	LS	\$ 1,377.50	\$1,308.63	0.95	\$1,308.63		\$1,308.63	100.0%	
30	Kings Court - Television Inspection of Sewers - 4"-18" Pipe Diameter	213.1	LF	\$ 10.25	\$2,184.28	213.1	\$2,184.28		\$2,184.28	100.0%	
31	Kings Court - Television Inspection of Sewers - 21"-48" Pipe Diameter	1500.3	LF	\$ 12.50	\$18,753.75	1500.3	\$18,753.75		\$18,753.75	100.0%	
33	Terracita Vallejo- Mobilization	0.5	LS	\$ 1,377.50	\$688.75	0.5	\$688.75		\$688.75	100.0%	
34	Terracita Vallejo - Television Inspection of Sewers - 4"-18" Pipe Diameter	404.0	LF	\$ 10.25	\$4,141.00	404	\$4,141.00		\$4,141.00	100.0%	
35	Terracita Vallejo - Television Inspection of Sewers - 21"-48" Pipe Diameter	-	LF	\$ 12.50							
37	Sawyer - Mobilization	1	LS	\$ 1,377.50	\$1,377.50	1	\$1,377.50		\$1,377.50	100.0%	
38	Sawyer - Television Inspection of Sewers - 4"-18" Pipe Diameter	119.0	LF	\$ 10.25	\$1,219.75	119	\$1,219.75		\$1,219.75	100.0%	
39	Sawyer - Television Inspection of Sewers - 21"-48" Pipe Diameter	532.4	LF	\$ 12.50	\$6,655.00	532.4	\$6,655.00		\$6,655.00	100.0%	
41	Velva - Mobilization	0.95	LS	\$ 1,377.50	\$1,308.63	0.95	\$1,308.63		\$1,308.63	100.0%	
43	Velva - Television Inspection of Sewers - 21"-48" Pipe Diameter	3831.7	LF	\$ 12.50	\$47,896.25	3831.7	\$47,896.25		\$47,896.25	100.0%	
44	Velva - Television Inspection of Sewers - 54"-96" Pipe Diameter	-	LF	\$ 16.20							
45	Minot OP0010CS Diver Inspection	1	LS	\$ 6,244.00	\$6,244.00	1	\$6,244.00		\$6,244.00	100.0%	
46	Minot OP0010CN Diver Inspection	1	LS	\$ 6,244.00	\$6,244.00	1	\$6,244.00		\$6,244.00	100.0%	
47	Minot NP0630Cw Diver Inspection	1	LS	\$ 6,244.00	\$6,244.00	1	\$6,244.00		\$6,244.00	100.0%	
48	Minot NP0630B Diver Inspection	1	LS	\$ 6,244.00	\$6,244.00	1	\$6,244.00		\$6,244.00	100.0%	
49	Minot EP0120S Diver Inspection	1	LS	\$ 5,478.00	\$5,478.00	1	\$5,478.00		\$5,478.00	100.0%	
50	Minot EP0120S/EP1012S Diver Inspection	1	LS	\$ 5,478.00	\$5,478.00	1	\$5,478.00		\$5,478.00	100.0%	
51	Minot RA0012S Diver Inspection	1	LS	\$ 7,658.00	\$7,658.00	1	\$7,658.00		\$7,658.00	100.0%	
52	Minot RA0026SA Diver Inspection	1	LS	\$ 7,658.00	\$7,658.00	1	\$7,658.00		\$7,658.00	100.0%	
53	Minot RP0320S Diver Inspection	1	LS	\$ 5,453.00	\$5,453.00	1	\$5,453.00		\$5,453.00	100.0%	

# Progress Estimate - Unit Price Work

## Contractor's Application

For (Contract):							Application Number: 5				
Application Period: 7/31/2017 - 09/01/2018							Application Date: 11/8/2018				
A					B	C	D	E	F		
Item		Contract Information				Estimated Quantity Installed	Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description	Item Quantity	Units	Unit Price	Total Value of Item (\$)						
54	Minot RP0620ES Diver Inspection	1	LS	\$ 5,478.00	\$5,478.00	1	\$5,478.00	CB	\$5,478.00	100.0%	
55	Minot RP3250OF Diver Inspection	1	LS	\$ 5,478.00	\$5,478.00	1	\$5,478.00	CB	\$5,478.00	100.0%	
56	Terracita Vallejo TV0119C/TV0120C	1	LS	\$ 5,789.00	\$5,789.00	1	\$5,789.00	CB	\$5,789.00	100.0%	
57	Velva VA0012 Diver Inspection	1	LS	\$ 3,200.00	\$3,200.00	1	\$3,200.00	CB	\$3,200.00	100.0%	
58	Velva VA0112/VA0114 Diver Inspection	1	LS	\$ 3,200.00	\$3,200.00	1	\$3,200.00	CB	\$3,200.00	100.0%	
59	Robinwood - Authorized Extra Cleaning	5.25	HR	\$ 275.00	\$1,443.75	5.25	\$1,443.75	CB	\$1,443.75	100.0%	
60	Sawyer - Authorized Extra Cleaning	2.50	HR	\$ 275.00	\$687.50	2.5	\$687.50	CB	\$687.50	100.0%	
61	Velva - Authorized Extra Cleaning	10.25	HR	\$ 275.00	\$2,818.75	10.25	\$2,818.75	CB	\$2,818.75	100.0%	
Totals					\$386,506.94		\$381,520.32		\$381,520.32	98.7%	\$4,986.63



**TO:** Mayor Shaun Sipma  
Members of the City Council

**FROM:** Lisa Jundt, Human Resource Director

**DATE:** November 20, 2018

**SUBJECT: REVISION OF CEMETERY SUPERINTENDENT JOB DESCRIPTION**

**I. RECOMMENDED ACTION**

Recommend approval of revisions to the Cemetery Superintendent job description as proposed.

**II. DEPARTMENT CONTACT PERSONS**

Lisa Jundt, Human Resource Director	857-4753
Dan Jonasson, Public Works Director	857-4112

**III. DESCRIPTION**

A. Background

Rosehill Memorial Cemetery has a very small staff which consists of the Cemetery Superintendent and three (3) Equipment Operators. Since its inception, the position of the Cemetery Superintendent has taken on more of an administrative role with limited involvement in skilled maintenance duties.

B. Proposed Project

Revising the job description to include and emphasize skilled maintenance duties will be helpful to the already limited staff in the department, especially during those periods when there are multiple burials on a daily/weekly basis and extensive summer seasonal maintenance.

**IV. IMPACT:**

A. Strategic Impact:

This position will be filled internally as per Civil Service guidelines, with a minimal necessary posting time. The City has qualified staff that will be considered for the position.

B. Service/Delivery Impact:

Expanding the duties of this position will improve service for patrons of the cemetery by eliminating obstacles to the timing of multiple consecutive burials.

C. Fiscal Impact:

There will be savings to this department's budget as the newly hired Cemetery Superintendent's salary will be lower than the individual currently in the position.

**V. ALTERNATIVES**

Keep the job description as is.



**VI. TIME CONSTRAINTS**

The current Cemetery Superintendent has given notice of retirement and this position must be filled in a timely manner to allow for some overlap and training.

**VII. LIST OF ATTACHMENTS**

A. Job Description with Revisions

## **CEMETERY SUPERINTENDENT**

**FLSA STATUS:** Exempt

### **NATURE OF WORK**

Skilled maintenance, supervisory and administrative work in the care and operation of the City-owned cemetery. Work is performed under the managerial direction of the Public Works Director. Supervision is exercised over equipment operators and seasonal employees.

### **ESSENTIAL FUNCTIONS OF WORK** (May not include all of the duties performed.)

Plans, organizes, schedules, assigns and evaluates the work of equipment operators and seasonal employees engaged in maintaining the city-owned cemetery; trains, orients and counsels employees regarding procedures, safety and equipment operation; takes disciplinary actions, as needed. Position also assists in all areas when needed.

Prepares work schedules; organizes priorities and makes crew assignments; inspects work of crews while work is in progress and upon completion, and assists with work of crews as needed.

Confers with families and funeral directors, making arrangements for burials; shows and sells burial lots; supervises collection of lot sales and burial fees; escorts funeral processions; provides assistance during burials.

Supervises and prepares grave sites for burial to include, grave digging, vault placement, grass and monument placement.

Maintains cemetery grounds, repairs graves that have settled, applies fertilizers and herbicides, installs and repairs sprinkler system, clears snow.

Maintains records on work activities; inventories and orders materials and supplies; prepares reports on maintenance activities.

Maintains a system of cemetery records and assists families with grave locations.

Prepares annual budget for division; monitors budget expenditures.

Receives and responds to citizen inquiries and complaints.

Assures proper safety standards and precautions are adhered to.

Develops Master Plans for the use and operation of city-owned cemeteries; develops and implements plans for cemetery operations and expansion.

Operates a variety of equipment including; backhoe, dumptruck and tractor; performs maintenance and repairs of equipment when needed. Keeps abreast of newly developed techniques and equipment.

Oversees preventive maintenance on equipment; assures equipment is in proper working order; recommends the purchase of new equipment.

Performs other related duties as assigned.

### **REQUIREMENTS OF WORK**

Thorough knowledge of cemetery operations and maintenance.

## **CEMETERY SUPERINTENDENT (continued)**

Thorough knowledge of standard hand and power tools and equipment used in cemetery maintenance activities.

Thorough knowledge of safety standards and precautions pertaining to the use of tools and equipment and the use of pesticides and herbicides.

Considerable knowledge of effective supervisory practices and techniques.

Knowledge of office management and office equipment.

Ability to plan, organize, schedule, assign and evaluate the work of subordinate employees.

Ability to plan, schedule, organize and prioritize a cemetery operations and maintenance program.

Ability to maintain records and to prepare reports.

Ability to communicate effectively, both orally and in writing.

Ability to establish and maintain effective working relationships with other employees, funeral directors, monument companies, vault companies and the general public.

Ability to perform 24 hour standby for funeral emergencies and to schedule appointments for lot purchases at all times.

Ability to operate a motor vehicle.

Ability to climb equipment, operate the equipment safely and effectively, and hear instructions while equipment is operating.

Ability to respond to emergency situations effectively, efficiently and calmly.

## **DESIRED MINIMUM TRAINING AND EXPERIENCE**

Completion of high school and five years of progressively responsible experience in grounds keeping activities in cemetery grounds keeping activities, including three years of supervisory experience; or any equivalent combination of training and experience.

## **NECESSARY SPECIAL REQUIREMENTS**

Must be bondable and insurable. Must possess of a valid North Dakota commercial driver's license and appropriate endorsements for equipment used on premises.

## **PHYSICAL REQUIREMENTS**

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand; walk; use hands to finger, handle or feel; and reach with hands and arms. The employee is occasionally required to sit; climb or balance; and stoop, kneel, crouch or crawl. The employee must frequently lift and/or move up to 10 pounds and occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.



**TO:** Mayor Shaun Sipma  
Members of the City Council

**FROM:** Lisa Jundt, Human Resource Director

**DATE:** November 20, 2018

**SUBJECT: RESOLUTION APPROVING PARTICIPATION IN NDPERS PORTABILITY  
ENHANCEMENT PROGRAM**

**I. RECOMMENDED ACTION**

Recommend adopting resolution approving participation in the NDPERS Portability Enhancement Program.

**II. DEPARTMENT CONTACT PERSONS**

Lisa Jundt, Human Resource Director

857-4753

**III. DESCRIPTION**

A. Background

The City Council approved participation in the North Dakota Public Employees Retirement program with the adoption of the 2019 Annual Budget. This participation will take effect on January 1, 2019.

B. Proposed Project

The Portability Enhancement Program (PEP) is an additional tool offered by NDPERS which allows employees to invest additional dollars in a 457b Deferred Compensation Plan which would enable the employee to gain a portion of the vesting in the employer's match dollars for the retirement program. This option would increase the employees' retirement benefits provided they invest the additional dollars.

**IV. IMPACT:**

A. Strategic Impact:

Giving employees additional options for future retirement will strengthen retention and recruitment efforts with regard to staffing.

B. Service/Delivery Impact:

This program provides another benefit to the employee at no additional cost to City.

C. Fiscal Impact:

None. Funds are entirely employee provided.

**V. ALTERNATIVES**

None.

**VI. TIME CONSTRAINTS**

Participation in the NDPERS Plan is effective for January 1, 2019. This resolution must be in place prior to that to allow employees to participate in this program.

**VII. LIST OF ATTACHMENTS**

A. Resolution Adopting Program.

**RESOLUTION NO.**

**RESOLUTION ADOPTING THE NORTH DAKOTA PUBLIC EMPLOYEES  
RETIREMENT SYSTEM PORTABILITY ENHANCEMENT PROGRAM**

**Whereas**, the City of Minot City Council approved participation in the NDPERS Retirement Program with the adoption of the 2019 Annual Budget.

**Therefore, now be it resolved that**, a motion was made by { **Insert Council Member here** } for the City of Minot to affirm to join the NDPERS Portability Enhancement Program and offer the plan to all eligible employees of the City of Minot. The motion was seconded by { **Insert Council Member here** }. The Council approved joining the NDPERS Portability Enhancement Program effective January 1, 2019.

Passed and adopted this 3rd day of December, 2018

APPROVED:

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Shaun Sipma, Mayor

ATTEST:

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Kelly Matalka, City Clerk



**TO:** Mayor Shaun Sipma  
Members of the City Council

**FROM:** Janet Anderson, Library Director

**DATE:** November 27, 2018

**SUBJECT:** **2019 Library Salary Discrepancy**

**I. RECOMMENDED ACTION**

1. Recommend approval of the Budget Amendment to move funds from the Library's Cash Reserves into the Library's Salaries (210-67-00-455-01-10).

**II. DEPARTMENT CONTACT PERSONS**

Janet Anderson, Library Director 420-4540

**III. DESCRIPTION**

A. Background

The Minot Public Library is a City department with a governing Library Board. Per NDCC 40-38-04 the general powers and duties of the Library Board are:

- To make and adopt such bylaws, rules, and regulations relating to the duties of the officers of the board as may be expedient
- To make and adopt such bylaws, rules, and regulations for the management of the library and reading room as are expedient
- To control, exclusively, the expenditures of all moneys collected for or contributed to the library fund
- To have the supervision, care, and custody of the library property, and of the rooms or buildings constructed, leased, or set apart for use of library purposes
- To contract to furnish library service and to receive library service from other counties, school districts, and cities of the state of North Dakota and adjoining states, and the state library
- To employ qualified personnel to administer the public library and dispense library services.

In order to meet these regulations, the Minot Public Library Board is required to approve the Library's budget, including salaries, **before** it is presented to the City Finance Department and City Council. The 2019 Library salary proposal was approved by the Library Board on 5/17/18 prior to the publication of the City's Pay Plan. Following discussion with the Library Board, the Library Director proposed a salary increase maximum of 1.8% based on the 50% decrease the City of Minot experienced in 2018. The Library's 2019 proposed salary was approved by the Library Board on May 17<sup>th</sup>, 2018 with this 1.8% increase.

B. Proposed Project

Following the Library Board's approval of the proposed salaries on May 17, 2018, the City of Minot released its FY 2019 Compensation Plan (approved June 13, 2018) which stated: "If an employee's step within the range is under midpoint (steps 1-8), the employee will

move two steps (5%) on January 1, 2019 until the employee reaches midpoint of the range (step 9). Once an employee reaches midpoint and above (steps 9 through 16), the employee will progress one step (2.5%) on January 1, 2019 until the employee reaches step 17.” Traditionally, the Library attempts to follow the City’s pay plan guidelines even though the Department is not considered Civil Service. If the Library Director’s proposed salary plan for 2019 had followed these guidelines the 2019 Library employee salaries would have been based on a 1.5% to 5% increase as opposed to the 1.1% to 1.8% increase.

The Minot Public Library Board would like to see this discrepancy corrected for the 2019 Library budget and requests that \$15,771.18 be moved from the Library’s cash reserves to the salaries.

#### IV. IMPACT:

##### A. Strategic Impact:

The Minot Public Library strives to provide excellent customer service with a competent, well trained and motivated staff. Offering a salary of increase between 1.5% to 5% rather than 1.1% to 1.8% will help recognize the staff’s dedication to exceptional customer service and is in alignment with the City’s pay plan.

##### B. Service/Delivery Impact:

In a community where finding qualified and dedicated employees can be a challenge, the Minot Public Library would like to offer its employees salary adjustments that are comparable to their counterparts in other City departments.

##### C. Fiscal Impact:

Per the City Comptroller, the Library is expected to have \$229,000 in cash reserves at the end of the year ABOVE the required 1/12. Even if the Library were to keep 2 months of reserves (1/6) there would still be more than \$100,000 of available cash reserves. It is recommended that \$15,771.18 be allocated from cash reserves to increase library employee salaries and social security/Medicare to the level the City of Minot employees are getting in 2019 with no impact to the Mill Levy.

##### Project Costs

2019 Approved Budget for Library Salaries & Benefits	\$1,010,203.00
Requested Transfer from Cash Reserves to Salaries & Benefits	<u>\$15,771.18</u>
<i>(\$14,650.42 for salary adjustment at 1.5% - 4.5% increase</i>	
<i>+ \$908.33 for Social Security adjustment + \$212.43 for Medicare adjustment)</i>	

**Total 2019 for Library Salaries & Benefits     \$1,025,991.74**

#### V. ALTERNATIVES

Alt 1. The City Council could deny the transfer of funds from the Library’s cash reserves to the salaries and employees would receive the original increase maximum of 1.8%. The cash reserves would remain in excess of the legally required amount.

#### VI. TIME CONSTRAINTS

Council’s approval of the recommendation will allow the salary increase to begin January 1, 2019.

#### VII. LIST OF ATTACHMENTS

- A. Budget Amendment
- B. Minot Public Library 2019 Adjusted Salary Proposal



**ORDINANCE NO:**

**AN ORDINANCE AMENDING THE 2019 ANNUAL BUDGET TO INCREASE THE LIBRARY SALARIES AND BENEFITS TO BE FUNDED WITH CASH RESERVES.**

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

- §1: An ordinance amending the 2019 annual budget to increase the Library salaries & benefits to be funded with cash reserves:

210-6700-455.01-10		\$13,753
210-6700-455.01-30		\$898
210-6700-455.02-20		\$908
210-6700-455.02-21		\$212

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

PASSED FIRST READING:

PASSED SECOND READING:

ATTEST:

\_\_\_\_\_  
Shaun Sipma, Mayor

\_\_\_\_\_  
Kelly Matalka, City Clerk

# Minot Public Library 2019 Adjusted Salary Proposal

Job Classification Title	Current		FTE	Hours	Estimated %	
	Current Salary	Hourly Rate			Raise	2019 Salary
Library Director	\$86,516.13	\$39.24	1		1.034	\$89,457.68
Technology Coordinator	\$58,290.00	\$28.02	1		1.04	\$60,621.60
Librarian, Senior	\$44,982.00	\$21.63	1		1	\$44,982.00
Librarian	\$58,816.00	\$26.68	1		1.02	\$59,992.32
Librarian	\$53,510.00	\$24.27	1		1.025	\$54,847.75
Librarian	\$38,455.04	\$23.11	0.8	1664	1.03	\$39,608.69
Library Information/Referral Specialist	\$46,830.00	\$21.24	1		1.03	\$48,234.90
Library Associate II	\$44,692.00	\$20.27	1		1.02	\$45,585.84
Library Associate I	\$41,009.00	\$18.60	1		1.025	\$42,034.23
Library Associate I	\$35,131.20	\$16.89	1		1.035	\$38,542.44
Library Associate I	\$37,336.00	\$17.95	1		1.03	\$40,763.44
Library Assistant	\$10,716.16	\$11.20	0.46	956.8	1	\$10,716.16
Library Assistant	\$14,151.07	\$11.73	0.58	1206.4	1.03	\$14,575.60
Library Assistant	\$11,597.04	\$12.39	0.45	936	1.025	\$11,886.97
Library Assistant	\$12,851.28	\$13.73	0.45	936	1.018	\$13,082.60
Library Assistant	\$26,046.59	\$14.23	0.88	1830.4	1.018	\$26,515.43
Library Associate I	\$33,529.00	\$17.38	0.88	1830.4	1.03	\$34,534.87
Library Assistant	\$24,441.00	\$12.60	0.88	1830.4	1.02	\$24,929.82
Library Assistant	\$5,824.00	\$11.20	0.25	520	1.035	\$6,027.84
Administrative Support Assistant	\$18,811.00	\$14.47	0.625	1300	1.045	\$19,657.50
Library Building and Grounds Worker, Senior	\$54,944.00	\$24.92	1		1.025	\$56,317.60
Library Building and Grounds Worker	\$33,692.00	\$15.28	1		1.045	\$35,208.14

	TOTAL =	\$818,123.42
Original	2019 Proposed =	\$803,473.00
	Difference =	\$14,650.42

Plus Social Security (\$908.33) and Medicare (\$212.43 ) = **\$15,771.18**



**TO:** Mayor Shaun Sipma  
Members of the City Council

**FROM:** Emily Huettl, PE, Assistant City Engineer

**DATE:** 11/20/2018

**SUBJECT: RIGHT OF WAY ENCROACHMENT APPLICATION –  
BUILDING ACCESS RAMP – 18 2<sup>ND</sup> STREET NE**

## **I. RECOMMENDED ACTION**

1. Recommend approval of the Right of Way Encroachment Agreement Application submitted by Norsk Brothers, LLC for the installation of an ADA access ramp at their building at 18 2nd Street NE.

## **II. DEPARTMENT CONTACT PERSONS**

Emily Huettl, Assistant City Engineer	857-4100
Lance Meyer, City Engineer	857-4100

## **III. DESCRIPTION**

### **A. Background**

Norsk Brothers, LLC wishes to provide access to their building from the adjacent public sidewalk. The interior finished floor elevation is approximately 18” higher than the exterior sidewalk elevation.

### **B. Proposed Project**

The proposal is to construct an ADA accessible ramp and walkway to allow ingress/egress to the west side of the building, as shown in the attached sketch. The proposed ramp/walkway will encroach on the City’s right-of-way.

Encroachments within the right-of-way are interpreted as a permanent encroachment as defined in Article I. Section 28-3 of the Code of Ordinances. If the City Council deems that the request is warranted, it should be approved with the following recommendations:

1. That the City Council approves the encroachment listed above.
2. That the permit holder agrees that the costs of maintenance and replacement be their responsibility.
3. That the City Attorney prepares the encroachment permit agreement, including language to protect the City from liability.
4. That the City Council retains the right to revoke the encroachment permit if it becomes necessary for any reasons.
5. That the permit holder pays a \$100 permit fee.
7. No person may install the proposed ramp within the public right-of-way without having first obtained a permit from the City Engineer.

- C. Consultant Selection  
N/A

**IV. IMPACT:**

- A. Strategic Impact:  
N/A
- B. Service/Delivery Impact:  
This project will improve pedestrian access to this building in downtown.
- C. Fiscal Impact:  
There will be no fiscal impact to the City. Norsk Brothers, LLC will be responsible for installing the access ramp and removing it if the need would arise.

**V. ALTERNATIVES**

Alt 1. Council could deny the encroachment permit. The building owner would have no sidewalk access or would have to construct the ramp in the building's interior which would be costly and take up building space.

**VI. TIME CONSTRAINTS**  
N/A

**VII. LIST OF ATTACHMENTS**

- A. Encroachment Application
- B. Encroachment Sketch



RIGHT OF WAY ENCROACHMENT AGREEMENT APPLICATION

Contact Information:

Applicant/Owner Norsk Brothers LLC  
Mailing Address PO Box 969 Minot ND 58702  
Phone 701.240.9938 Email chad@fmirestaurants.com

Application Information:

Address of Requested Encroachment 18 2nd St NE Minot ND  
Legal Description of Property Minot First Addition Lot 12 Block 31

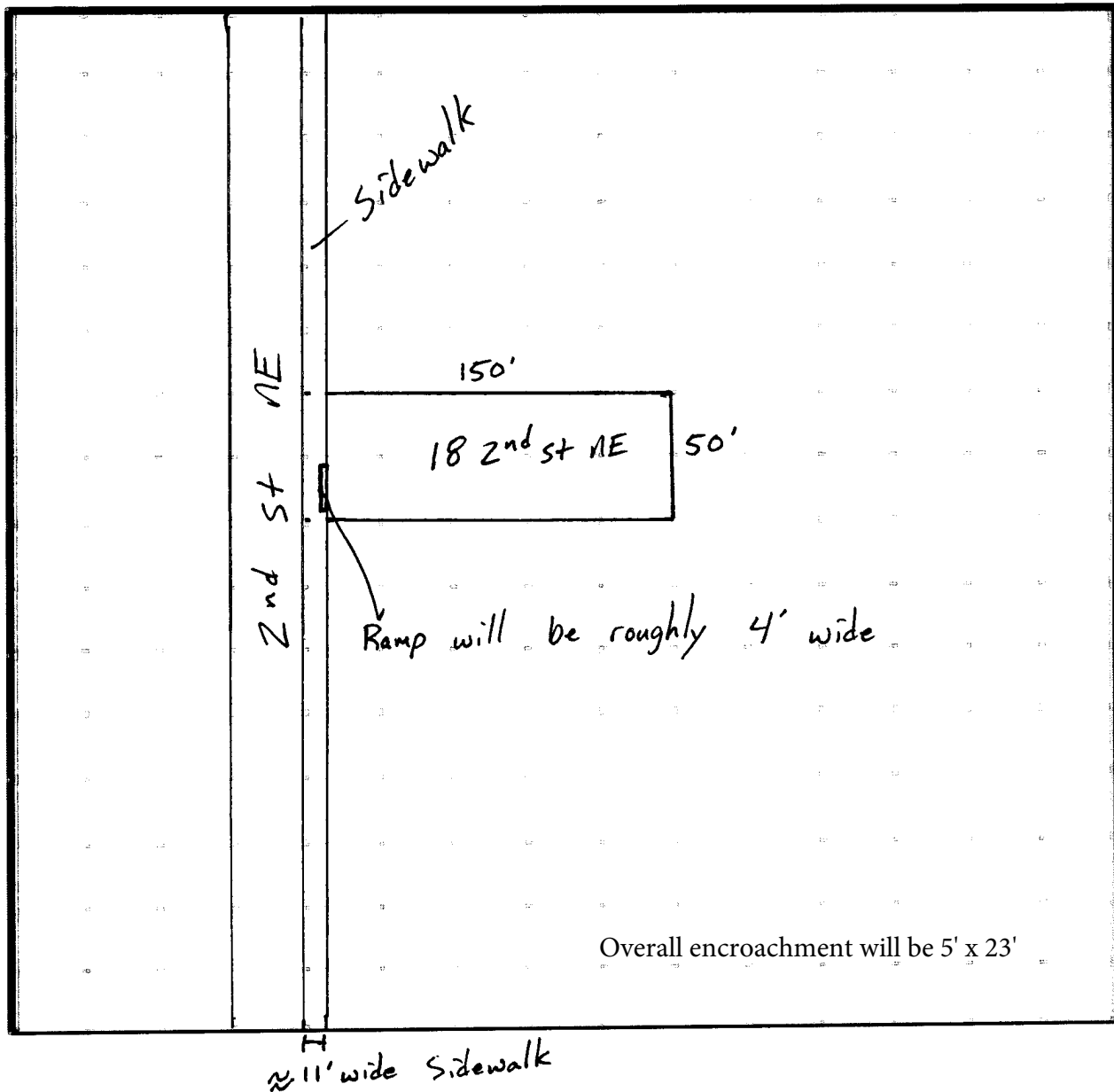
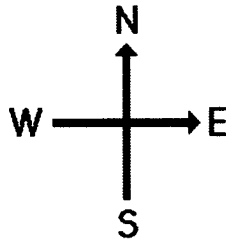
Briefly describe the reason for this request The elevation of the interior  
of the building (main floor) and the sidewalk have  
a difference of roughly 2 feet...

Chad TB  
Signature of Applicant

10/31/18  
Date

\*\$100.00 processing fee will be required before recording of encroachment (after City Council approval).

SUPPLY PLOT PLAN OF ENCROACHMENT REQUEST  
(Show amount of encroachment into right of way)

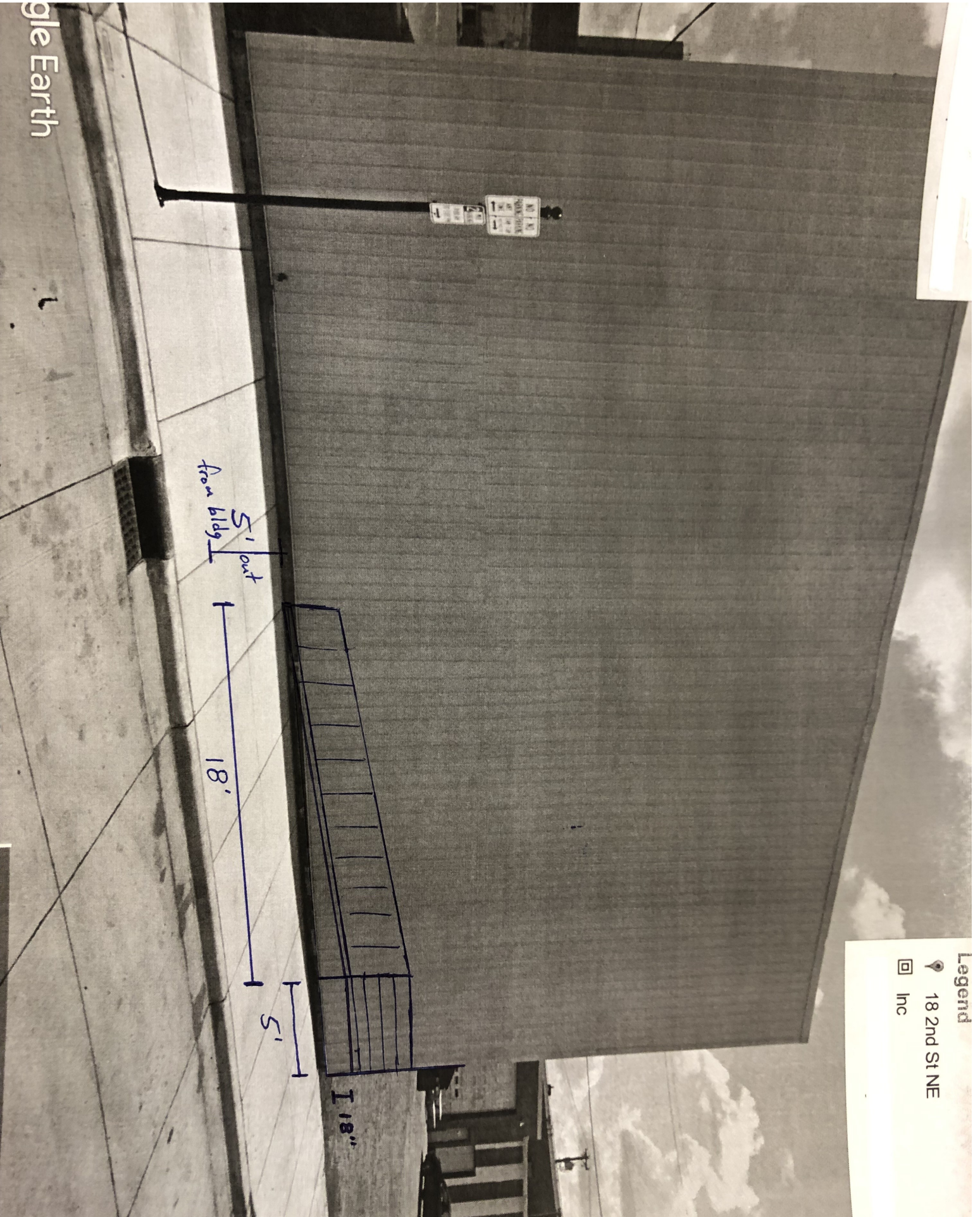




Legend

18 2nd St NE

Inc





**TO:** Mayor Shaun Sipma  
Members of the City Council

**FROM:** Lance Meyer, P.E., City Engineer

**DATE:** 11/21/2018

**SUBJECT: EDGEWOOD VISTA DRAINAGE EASEMENT (4427)**

**I. RECOMMENDED ACTION**

1. Recommend council accept the drainage easement on a portion of Park in Block 5, Edgewood Vista Subdivision, to the City of Minot, North Dakota.

**II. DEPARTMENT CONTACT PERSONS**

Lance Meyer, City Engineer	857-4100
Emily Huettl, Assistant City Engineer	857-4100

**III. DESCRIPTION**

A. Background

The Edgewood Vista subdivision was platted in 2006. During the infrastructure design, a 60” storm sewer was installed through the subdivision that conveys drainage from a large watershed in southeast Minot. The pipe discharges into a ditch that flows to the southeast. However, a drainage easement was never platted over this small section of the ditch within the Edgewood Vista park.

B. Proposed Project

The homeowner’s association within Edgewood Vista maintains the park area where the drainage ditch exists. They desire the City to maintain this ditch as the required maintenance goes beyond the standard care of maintaining the park area.

From the City’s viewpoint, having an easement over the Edgewood Vista ditch is a best management practice. The City should maintain operational control for maintenance over a drain way of this size within city limits.

C. Consultant Selection

N/A

**IV. IMPACT:**

A. Strategic Impact:

Protecting trunk utilities by platting easements or right of way over the utility is a best management practice. The City must maintain operational control for maintenance when these facilities located within city limits.

B. Service/Delivery Impact:



The Public Works department will provide the necessary maintenance within the drainage easement when they deem it necessary. The same standard of care will be provided to this drainage easement as others maintained by public works.

C. Fiscal Impact:

The City will record the easement and recording costs will come from the Engineering Department's budget.

Routine maintenance costs will come from the storm sewer maintenance account.

**V. ALTERNATIVES**

Alt 1. The council could choose not to accept the easement. By not accepting the easement, it does leave the City at some risk if public works had to enter the area to repair or maintain the ditch without the granted access.

**VI. TIME CONSTRAINTS**

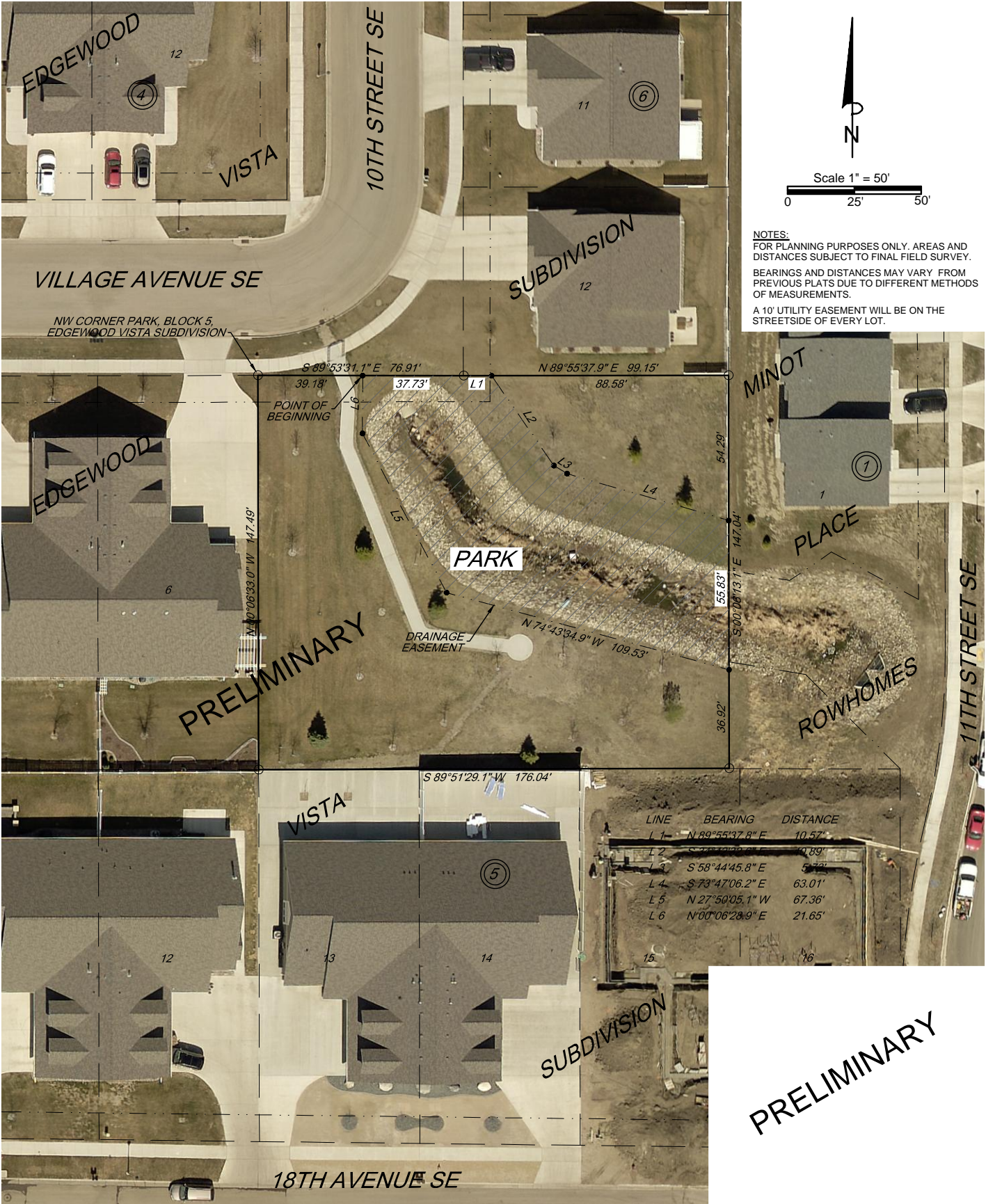
The only time constraint would be having the easement approved and recorded before a spring runoff event which could require public works to enter into the drainage ditch area for maintenance reasons.

**VII. LIST OF ATTACHMENTS**

A. Exhibit A – Drainage Easement

EXHIBIT "A"  
DRAINAGE EASEMENT

(PORTION OF PARK IN BLOCK 5, EDGEWOOD VISTA SUBDIVISION  
TO THE CITY OF MINOT, NORTH DAKOTA)



A Drainage Easement lying within a portion of Park, Block 5, Edgewood Vista Subdivision to the City of Minot, North Dakota which is more particularly described as follows; Commencing at the Northwest Corner of Park in Block 5, Edgewood Vista Subdivision to the City of Minot, North Dakota, a plat on record at the Ward County Recorders Office; Thence S 89°53'31.1" E, a distance of 39.18 feet to the point of beginning; Thence continuing S 89°53'31.1" E, a distance of 37.73 feet; Thence N 89°55'37.9" E, a distance of 10.57 feet; Thence S 34°42'32.6" E, a distance of 40.89 feet; Thence S 58°44'45.8" E, a distance of 5.73 feet; Thence S 73°47'06.2" E, a distance of 63.01 feet; Thence S 00°06'13.1" E, a distance of 55.83 feet; Thence N 74°43'34.9" W, a distance of 109.53 feet; Thence N 27°50'05.1" W, a distance of 67.36 feet; Thence N 00°06'28.9" E, a distance of 21.65 feet to the point of beginning.

Tract contains 8389.35 sq.ft. or 0.19 acres.



ACKERMAN SURVEYING  
& ASSOCIATES  
(701) 838-0786  
1907 17TH ST SE, MINOT, N.D. 58701



**TO:** Mayor Shaun Sipma  
Members of the City Council

**FROM:** Lance Meyer, PE, City Engineer

**DATE:** 11/20/2018

**SUBJECT: REAL ESTATE TRANSFER TO THE CITY OF MINOT – 27<sup>TH</sup> AVENUE NW  
REGIONAL STORM WATER POND (3575)**

## **I. RECOMMENDED ACTION**

1. Recommend approval of the transfer of land, whose legal description is Lot One (1), Block One (1), Tollberg Shores Second Addition, Ward County, North Dakota, from Northern Lights Property Development, LLC to the City of Minot.
2. Authorize the Mayor to sign the Real Estate Transfer Agreement.

## **II. DEPARTMENT CONTACT PERSONS**

Lance Meyer, City Engineer	857-4100
Emily Huettl, Assistant City Engineer	857-4100

## **III. DESCRIPTION**

### **A. Background**

Under a Development Agreement with the City dated August 31, 2012, Northern Lights Property Development, LLC created a regional storm water pond as a part of the 27<sup>th</sup> Avenue NW Storm Sewer Improvements Project. The Development Agreement provides that upon completion of Northern Lights' obligations under the Development Agreement, the Development Agreement will terminate and Northern Lights is required to transfer title to certain property, improvements, and associated easements to the City. Northern Lights has completed their obligations.

### **B. Proposed Project**

The proposal is to transfer the real estate to the City of Minot for the consideration in the sum of \$1.00. The City will then own and maintain the regional storm water pond. The attached real estate transfer agreement and warranty deed have been reviewed and agreed upon by Northern Lights and their attorney, the City Engineer, and the City Attorney.

### **C. Consultant Selection**

N/A

## **IV. IMPACT:**

### **A. Strategic Impact:**

This transfer will give the City the ability to monitor and maintain this regional storm water pond which effects several hundred acres of drainage.

B. Service/Delivery Impact:  
N/A

C. Fiscal Impact:  
Maintenance costs for the regional storm sewer pond and associated infrastructure will be paid through property taxes and storm sewer fees.

**V. ALTERNATIVES**

There are no alternatives as Northern Lights has meet all of the requirements of the 2012 Development Agreement.

**VI. TIME CONSTRAINTS**

N/A

**VII. LIST OF ATTACHMENTS**

- A. Real Estate Transfer Agreement
- B. Warranty Deed

## **REAL ESTATE TRANSFER AGREEMENT**

THIS AGREEMENT, made and entered into on this \_\_\_\_ day of November, 2018, by and between **NORTHERN LIGHTS PROPERTY DEVELOPMENT LLC**, with a principal office address of 4585 Coleman Street, Bismarck, ND 58503, hereinafter referred to as "Northern Lights", and **CITY OF MINOT**, hereinafter referred to as "City";

Whereas, Northern Lights and City entered into an "Agreement for Development of the 27<sup>th</sup> Ave. NW Storm Sewer Improvements" effective August 31, 2012, hereinafter referred to as the "Development Agreement";

Whereas, in order to obtain final plat approval for Tollberg Shores Second Addition, Northern Lights was required to comply with conditions of City planning and zoning;

Whereas, the Development Agreement provides that upon completion of Northern Lights' obligations under the Development Agreement, the Development Agreement will terminate and Northern Lights is required to transfer title to certain property, improvements, and associated easements to City;

Whereas, Northern Lights has completed its obligations under the terms of the Development Agreement and is prepared to transfer title to that certain property, improvements, and associated easements to City;

Whereas, pursuant to the terms of the Development Agreement, upon transfer of title, City shall accept all improvements and associated storm water/drainage easements, including the on-going and future responsibility to administer, maintain, and repair the improvements.

Now, therefore, Northern Lights, in consideration of the covenants and agreements of City hereinafter contained, agrees to transfer, convey and dedicate to City by warranty deed that certain property, improvements thereon and associated easements, lying and being in the County of Ward, State of North Dakota, described as follows:

Lot One (1), Block One (1), Tollberg Shores Second Addition, Ward County, North Dakota, recorded with the Ward County Recorder on April 29, 2016 and Identified as Document Number 2996748,

(the "Property"), excepting and reserving unto Northern Lights, its successors and assigns, all oil and gas and all other minerals, in, on, or under the described land held by Northern Lights, if any, together with the right of ingress and egress at all times for the purpose of developing any of the minerals hereunder.

The terms and conditions of sale and purchase are:

1. CONSIDERATION: The consideration for this Agreement is the sum of One Dollar (\$1.00) and that from and after the date of the conveyance contemplated in this Agreement, City shall be obligated to administer, maintain and repair the Property and improvements thereon in accordance with the ordinances of the City of Minot and Ward County, and the State of North Dakota.



2. REAL ESTATE TAXES AND SPECIALS: Taxes and special assessments for the year 2018 shall be paid one hundred percent (100%) by Northern Lights and shall not be prorated. All taxes and special assessments certified to the County Treasurer for annual collection for calendar years 2017 and prior shall have been paid in full by Northern Lights.

3. CLOSING AND POSSESSION: Closing and possession of the Property shall occur promptly upon this Agreement being fully executed, and transfer of title to the Property shall be in the form of a warranty deed provided by Northern Lights to City.

4. CLOSING COSTS: Northern Lights shall pay the cost to record the warranty deed.

5. ENTIRE AGREEMENT: This Agreement, and Warranty Deed executed subsequent hereto effecting the transfer of the Property to the City, constitutes the entire agreement by and between the parties and any and all prior representations, discussions or agreements are deemed merged herein and those not specified herein do not represent any agreement of promises or covenants or representations on the part of either party hereto.

6. AMENDMENTS, MODIFICATIONS, OR WAIVERS: No amendment, modification or waiver of any condition, provision or term shall be valid or of any effect unless made in writing signed by the party or parties to be bound or a duly authorized representative and specifying with particularity the extent and nature of such amendment, modification or waiver. Any waiver by any party of any default shall not affect or impair any right arising from any subsequent default.

7. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, successors and assigns.

8. GOVERNING LAW: The enforcement and interpretation of this Agreement shall be governed by North Dakota law.

9. NOTICE: Any notice, demand, or request required or permitted to be given or made under this Agreement must be made in writing unless specifically stated otherwise in this Agreement. Notice will be deemed given when delivered in person, sent via certified mail/return receipt requested, or sent by email to the Parties as specified below:

CITY OF MINOT  
c/o:  
[Address]  
[Email]

Northern Lights Property Development LLC  
c/o: Dean Anagnost  
4585 Coleman Street  
Bismarck, ND 58503-0431  
[dean.anagnost@kljeng.com](mailto:dean.anagnost@kljeng.com)

10. SEVERABILITY: If any paragraph of this Agreement or the application thereof shall, for any reason and to any extent, be found invalid or unenforceable, the invalid or unenforceable provision shall be deemed severed from the remainder of the Agreement, and the remaining paragraphs shall remain in full force and effect to the fullest extent of the law.

11. DEFAULT: In the event either Party fails to perform their obligations hereunder (except as excused by the other Party's default), the Party claiming such default must give the other party notice of the default and written demand for to cure their default. If the alleged defaulting party fails to comply with such written demand thirty (30) days after receipt thereof, the Party claiming such default may waive such default, or file an action to seek specific performance or termination of this Agreement. Any such action to interpret the terms of this agreement, seek performance of this agreement, or terminate this agreement must be filed in a District Court located in Ward County, North Dakota.

12 COUNTERPARTS: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

IN TESTIMONY WHEREOF, the parties have hereunto set their hands the day and year first above written.

NORTHERN LIGHTS PROPERTY DEVELOPMENT LLC

By: \_\_\_\_\_  
Dean Anagnost, President

CITY OF MINOT

By: \_\_\_\_\_  
\_\_\_\_\_, its \_\_\_\_\_



### **WARRANTY DEED**

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2018, between **NORTHERN LIGHTS PROPERTY DEVELOPMENT LLC**, a limited liability company under the laws of the State of North Dakota, Grantor, and **CITY OF MINOT**, Grantee, whose post office address is 515 2nd Avenue SW, Minot, North Dakota 58702.

WITNESSETH, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, Grantor does hereby grant to the Grantee all of the following real property lying and being in the County of Ward and State of North Dakota, and described as follows, to wit:

Lot One (1), Block One (1), Tollberg Shores Second Addition, Ward County, North Dakota, recorded with the Ward County Recorder on April 29, 2018 and Identified as Document Number 2996748.

EXCEPTING AND RESERVING therefrom all oil, gas, and other minerals lying in and under and that may be produced from said premises, together with the right of ingress and egress for the purpose of exploration and development thereof.

SUBJECT TO easements and conveyances of record.

And the said Grantor for itself, its successors, and assigns, does covenant with the Grantee that it is well seized in fee of the land and premises aforesaid and has good right to sell and convey the same in the manner and form aforesaid; that the same are free from all encumbrances, except installments of special assessments or assessments for special improvements which have not been certified to the County Auditor for collection; and the above-granted lands and premises in the quiet and peaceable possession of said Grantee, against all persons lawfully claiming or to claim the whole or any part thereof, the said Grantor will warrant and defend.

WITNESS, the hand of the Grantor.

NORTHERN LIGHTS PROPERTY DEVELOPMENT LLC

By: \_\_\_\_\_  
Dean Anagnost, President

\* \* \* \* \*

I certify that the full consideration paid for the property described in this deed is exempted under NDCC 11-18-02.2(6)(i).

	Grantee or Agent	Date
* * * * *		

[illegible]

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, a Notary Public in and for said County and State personally appeared Dean Anagnost, to me known to be the President of the Limited Liability Company that is described in and that executed the within and foregoing instrument and severally acknowledged to me that such Limited Liability Company executed the same.

\_\_\_\_\_, Notary Public



**TO:** Mayor Shaun Sipma  
Members of the City Council

**FROM:** Lance Meyer, PE, City Engineer

**DATE:** 11/20/2018

**SUBJECT:** **CITY HALL RETAINING WALL – REQUEST FOR QUALIFICATIONS (4398)**

**I. RECOMMENDED ACTION**

1. Recommend council authorize the engineering department to solicit Requests for Qualifications for engineering services for the City Hall Retaining Wall Project.

**II. DEPARTMENT CONTACT PERSONS**

Lance Meyer, City Engineer	857-4100
Emily Huettl, Assistant City Engineer	857-4100

**III. DESCRIPTION**

A. Background

A grouted rock retaining wall system is currently in place to retain the soil for the City Hall complex. There are 5 walls total, as shown in the attached figure, most having an approximate slope of 1H:1V and vertical or near vertical at others. At its high point, the rock slope has an approximate height of 24 feet. The existing rock slope is composed of a thin layer of cobbles and boulders that are grouted together to create a facing system. On average, this wall facing is about 9 to 18 inches thick. The existing damage is due to cracking and subsequent movement of the wall facing and not global slope movement. Additional wall damage is likely to occur in the future if a change is not made.

The 2016 City Hall Complex Retaining Wall Report provided preliminary engineering and cost estimates for the necessary repairs/reconstruction. This project will include retaining walls #1 and #2 and is in the approved capital improvements plan for 2019/2020.

B. Proposed Project

Now is the time to start the necessary design engineering for this project. Staff has programmed \$1,400,000 in the capital improvements plan for 2019 to start this work if council approves the department to solicit requests for qualifications (RFQ).

Based on the preliminary engineering provided in the 2016 City Hall Complex Retaining Wall Report, this project is likely to include the construction of a large block wall for retaining wall #1, which is immediately behind the southwest corner of City Hall, and a large block and soldier pile wall for retaining wall #2 which is south of City Hall and east of the Police Station. In addition to correcting the wall damage, the proposed project would also create approximately 50 additional parking spaces around City Hall and the Police Station.

In 2016, an estimated project construction cost for walls #1 and #2 was developed at \$3.1 million.

C. Consultant Selection

If council approves the department to seek qualification statements, this starts our RFQ process. Legal advertisements will be issued for RFQs, a selection committee made up of staff and an alderman will rank the written proposals and short list the number of firms for an interview. The short listed firms will be interviewed and the highest ranked firm from the interview will be recommended to council. The city engineer will then negotiate a scope and fee based on our engineering compensation policy, and the mayor will sign the contract.

**IV. IMPACT:**

A. Strategic Impact:

The facilities in the City Hall complex are huge assets of the City's and this project would ensure that those assets are protected from future damage.

B. Service/Delivery Impact:

During construction, parking and access to the City Hall complex would be temporarily impacted. Following construction, parking would be improved.

C. Fiscal Impact:

Project Costs

Estimated Construction Cost	\$2,300,000
10% Contingency	\$ 230,000
Engineering	<u>\$ 270,000</u>
Total	\$2,800,000

Project Funding

HUB City Revenue	100%
------------------	------

The costs above are purely estimates at this time with only high-level engineering completed. It is anticipated that additional value engineering as a part of the design process will lead to cost saving over the initial \$3.1 million construction estimate. The numbers will be refined as engineering work completed on the project.

**V. ALTERNATIVES**

Alt 1. The Council could postpone the RFQ process. However, the design takes a significant amount of time. Engineering needs to start by late spring to ensure project construction in 2020.

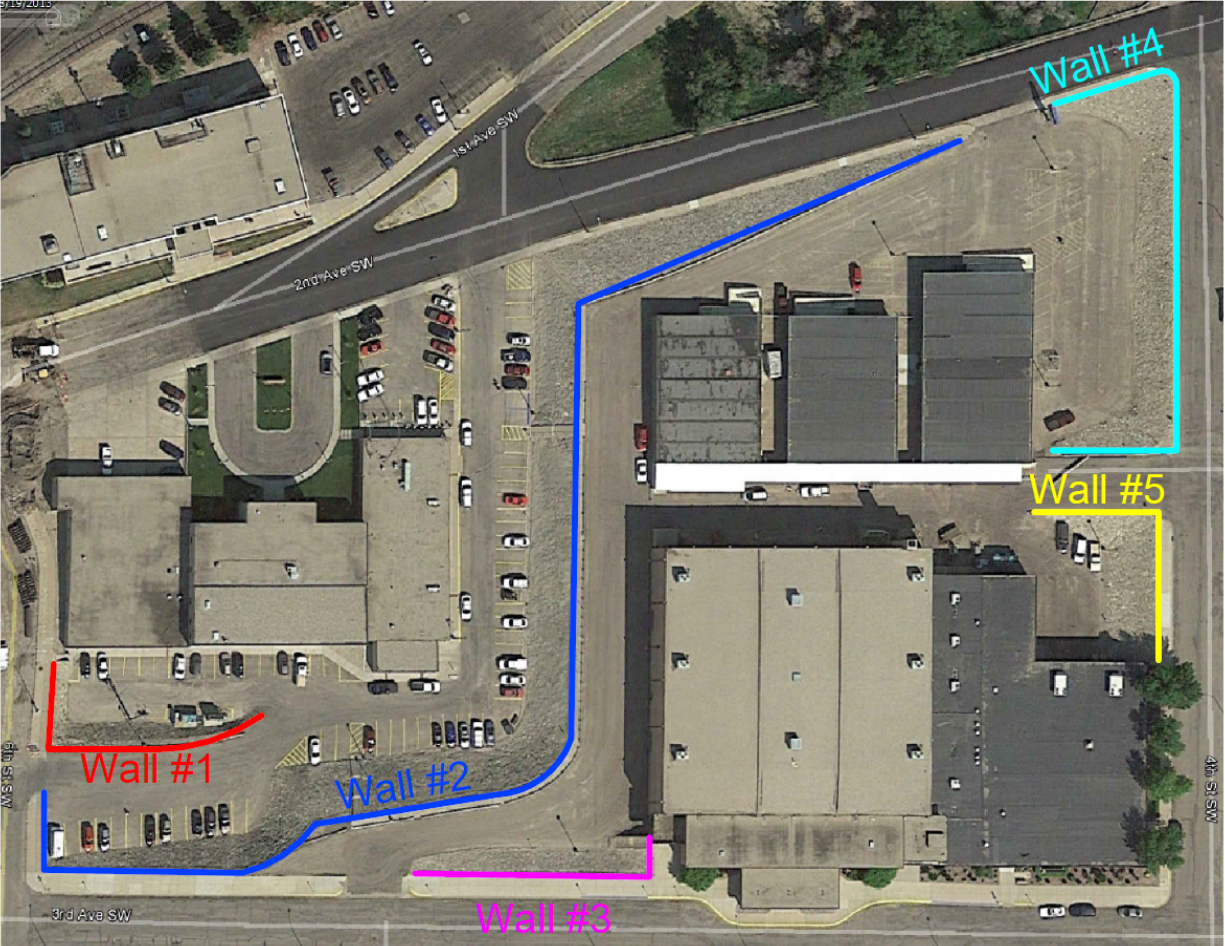
Alt 2. Council could choose not to move forward with the project. By not moving forward, the retaining walls will continue to deteriorate and ultimately threaten City facilities.

**VI. TIME CONSTRAINTS**

If council authorizes staff to seek RFQs, a consultant could be selected by the March council meeting, but likely the April council meeting.

**VII. LIST OF ATTACHMENTS**

A. Retaining Wall Figure





**TO:** Mayor Shaun Sipma  
Members of the City Council

**FROM:** Dan Jonasson, Director of Public Works

**DATE:** 11/20/2018

**SUBJECT: TRANSIT BUDGET AMENDMENT FOR ROUTEMATCH UPGRADE (BUS034)  
P4430**

**I. RECOMMENDED ACTION**

1. Authorize the Transit Department to proceed with the purchase of an upgrade to the current RouteMatch Intelligent Transportation Systems hardware and software and approve budget amendment.

**II. DEPARTMENT CONTACT PERSONS**

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

**III. DESCRIPTION**

1. Background  
A NDDOT Section 5339 grant had been approved for assistance with installing bus shelters along the fixed bus routes. Matching funds for this grant were budgeted in the 2018 Transit operation supplies budget. It was determined after the grant was approved that the process required by the DOT for expending these funds for the construction of bus shelters was more time consuming and constraining than the value of the grant funds. The NDDOT has approved a change in use for these grant funds to upgrade our current Routematch Automatic Voice Announcement system and WiFi capabilities. They have also approved the Alternate Procurement Request to use RouteMatch as the sole source for this upgrade since it is their system. The cost of this upgrade will be approximately \$24,500.00. Because of the cost and type of upgrade this purchase will need to be capitalized so a budget amendment is included to capitalize this purchase if approved.
2. Proposed Project  
N/A
3. Consultant Selection  
N/A

**IV. IMPACT:**

- A. Strategic Impact:  
N/A
- B. Service/Delivery Impact:

N/A

C. Fiscal Impact:

There will be no fiscal impact. This is only moving the already approved expenses and revenue from one fund to another.

Project Funding:

205-6600-419.06-50	Bus Operation Supplies	\$24,500
429-7300-419.07-93	Bus Capital Expenses	\$24,500

**V. ALTERNATIVES**

N/A

**VI. TIME CONSTRAINTS**

Council's approval of this budget amendment and purchase will allow us to immediately execute the purchase order with RouteMatch so this project may proceed.

**VII. LIST OF ATTACHMENTS**

- A. Budget Amendment
- B. Approved DOT Alternate Procurement Request



**ALTERNATE PROCUREMENT REQUEST**  
OFFICE OF MANAGEMENT AND BUDGET  
CSD/STATE PROCUREMENT OFFICE  
SFN 51403 (7-2016)

Submit via the Procurement Work Request System:  
<https://www.nd.gov/omb/>  
Select OMB Apps Login

Name of Agency or Institution <b>Minot City Transit</b>	Business Unit Number ✓	Date of Request <b>9/24/2018</b>	Requisition/Tracking Number (Optional)
Procurement Officer <b>Brian Horinka</b>	Telephone Number <b>(701) 857-4148</b>	Fax Number <b>(701) 837-3684</b>	E-mail Address <b>brian.horinka@minotnd.org</b>
Description of Service or Commodity - Describe the intended purpose. (Include manufacturer, brand, model, and other identifiers.) <b>Upgrades to our current RouteMatch ITS systems. This would include updated modems that would allow passenger wifi onboard the bus as well as being able to view and download live video feeds from the onboard camera systems. This will also upgrade the Automatic Voice Announcement system to allow text to speech options and better communication with our passengers onboard.</b>			
Procurement Type <input checked="" type="checkbox"/> Noncompetitive Procurement <input type="checkbox"/> Limited Competitive Procurement <input type="checkbox"/> Purchase from another government entity's contract			
Total Cost, including all options for renewal or extension (e.g. \$10,000/yr with two renewal options = \$30,000) <b>\$24,500.00</b>			
<input checked="" type="checkbox"/> One-time Purchase <input type="checkbox"/> Recurring Purchase    If recurring, describe anticipated future purchases, including on-going maintenance.			

**Non-Competitive Only**

Contractor <b>RouteMatch</b>	Contact Person <b>Joshua Rushman</b>	Telephone Number <b>(303) 997-1506</b>	Fax Number	
Address <b>1230 Peachtree Street NE Suite 2800</b>		City <b>Atlanta</b>	State <b>GA</b>	ZIP Code <b>30309</b>
Indicate whether registration with the Secretary of State is required. See OMB Guidelines for Vendor Registration. <input type="checkbox"/> Yes <input type="checkbox"/> No				
How was the price determined to be fair and reasonable? Describe the negotiation efforts to obtain the best price. <b>Cost estimate was requested from RouteMatch and was determined to be fair and reasonable for services requested.</b>				

**Authority for Limited or Non-competitive Procurement**

Competition can be limited under the following N.D.C.C. or N.D.A.C. provisions. Check the appropriate authority reference.

- ☐ The commodity or service is available from only one source. [N.D.C.C. § 54-44.4-05 (2)(a)]
- ☐ The commodity or service is for experimentation or trial. [N.D.C.C. § 54-44.4-05 (2)(b)]
- ☐ No acceptable bid or proposal was received pursuant to a competitive bidding or competitive proposal process. [N.D.C.C. § 54-44.4-05 (2)(c) and N.D.A.C. § 4-12-11-08]]
- ☐ Commodities are being purchased for over-the-counter resale. [N.D.C.C. § 54-44.4-05 (2)(d)]
- ☐ A used commodity is advantageous to the state and the commodity is available on short notice. [N.D.C.C. § 54-44.4-05 (2)(g)]
- ☐ The commodity is a component or replacement part for which there is not commercially available substitute and which can be obtained only from the manufacturer. [N.D.C.C. § 54-44.4-05 (2)(h)]
- ☒ Compatibility with equipment currently owned by the state is essential to the proper functioning of that equipment. [N.D.C.C. § 54-44.4-05 (2)(i)]
- ☐ The services or the circumstances are of such a nature that deviation from the procurement process is appropriate. [N.D.C.C. § 54-44.4-05 (2)(j)]
- ☐ Products or services exclusive to particular individuals or business entities are required, but competition for that proprietary product or service exists. [N.D.A.C. § 4-12-09-02 (1)(a)]
- ☐ Circumstances require that commodities or services be provided by vendors within a specific geographic area, such as equipment requiring local service, on-site service within a specific time, or delivery of ready mix concrete. [N.D.A.C. § 4-12-09-02 (1)(b)]
- ☐ It is determined that a competitive sealed bid or competitive sealed process is impracticable or not in the best interest of the state. [N.D.A.C. § 4-12-09-02 (1)(c)]
- ☐ The commodity or service is available from another government entity's contract. [N.D.C.C. § 54-44.4-13]. NOTE: Attach a copy of the contract. OMB State Procurement Office approval is required regardless of the dollar amount.



**Justification and Supporting Documentation**

Explain why a fully competitive procurement process is impracticable or not in the best interest of the state. Factual evidence must be provided, sufficient for the approver to independently determine that the justification is true and accurate. Factual evidence must be included or attached, such as written documents, reports, supporting data, affidavits, patent or copyright information, research or other information.

Minot City Transit already has a RouteMatch Intelligent Transportation System installed in its transit fleet. This system provides live GPS bus data to our passengers as well as Automatic Passenger Counters, Automatic Voice Announcements (AVA), and route information to management personnel. Currently to update the AVA system announcement information must be sent to Routematch to be created and loaded into the system at a cost of \$60.00 per announcement. With this upgrade we will be able to upgrade those announcements in house and have them updated at no cost. With the addition of the text to speech option it will allow us to change announcements as needed to provide our passengers with the most up to date stop and route information in near real time.

We are unable to purchase this upgrade from any other vendor as it will not be compatible with our current ITS system. A 5339 grant has already been approved with matching funds available to make this upgrade.

**Disapproval Consequences**

What are the consequence(s), including a dollar estimate of the financial impact, if this request for limited competitive or non-competitive purchase is not approved?

If this request for non-competitive purchase is not approved we will not be able to provide these enhanced services to our passengers and continue to pay \$60.00 every time we need to edit or add a voice announcement to our current system.

**Instructions:** Requests over \$2,500 must be approved by the Office of Management and Budget, State Procurement Office. The Information Technology Department must approve all requests for information technology hardware, software, and services over \$25,000. If using federal funds or a grant, check whether the funding source has requirements for noncompetitive purchases.

<b>Step #1</b> <b>Office of Management and Budget - State Procurement Office Approval (Over \$2,500)</b>		
Approving Official Name <i>Becky Hanson</i>	Telephone Number <i>328-2542</i>	
<input type="checkbox"/> Returned for Further Justification Date:	<input type="checkbox"/> Send Notice of Intent to Make a Limited/Non-competitive Purchase Date:	<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Disapproved
Comments  <div style="font-size: 1.2em; font-family: cursive;">             This purchase is fair &amp; reasonable              and will make the service more              convenient for passengers.           </div>		
Signature <i>Becky Hanson</i>	Date <i>10/24/18</i>	If Recurring, Expiration Date

<b>Step #2 (if required)</b> <b>Information Technology Purchases only</b> <b>Information Technology Department Approval (Over \$25,000)</b> State Procurement will forward to: <a href="mailto:ITDprocurement@nd.gov">ITDprocurement@nd.gov</a>	
Approving Official Name	Telephone Number
<input type="checkbox"/> Returned for Further Justification <input type="checkbox"/> Approved <input type="checkbox"/> Disapproved Date:	
ITD Review Considerations: Is the product or service consistent with the agency's strategic IT plan and compliant with North Dakota Enterprise Architecture Standard STD-ITD-001? <input type="checkbox"/> Yes <input type="checkbox"/> No	
ITD Reviewer Comments	
Signature	Date

**ORDINANCE NO:**

**AN ORDINANCE AMENDING THE 2018 ANNUAL BUDGET TO INCREASE THE BUS CAPITAL EQUIPMENT EXPENDITURES AND REVENUE AND DECREASE THE BUS EXPENDITURES AND REVENUE FOR UPGRADE TO CURRENT ROUTEMATCH AUTOMATIC VOICE ANNOUNCEMENT SYSTEM AND WIFI CAPABILITIES.**

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

- §1: Amend the 2018 annual budget to increase the bus capital equipment expenditures and revenue and decrease the bus expenditures and revenue for upgrade to current Routematch Automatic Voice Announcement system and WiFi capabilities.

205-0000-331.07-00		(\$24,500)
429-0000-332.10-10		24,500
205-6600-419.06-50		(24,500)
429-7300-419.07-93		24,500

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

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

\_\_\_\_\_  
Shaun Sipma, Mayor

\_\_\_\_\_  
Kelly Matalka, City Clerk



**TO:** Mayor Shaun Sipma  
Members of the City Council

**FROM:** Lance Meyer, P.E., City Engineer

**DATE:** 11/19/2018

**SUBJECT:** ANNE STREET BRIDGE ANALYSIS ENGINEER SELECTION (4385)

**I. RECOMMENDED ACTION**

1. Recommend selection of EAPC to perform the necessary analysis work
2. Authorize the City Engineer to negotiate a scope and fee
3. Authorize the Mayor to sign the agreement

**II. DEPARTMENT CONTACT PERSONS**

Lance Meyer, City Engineer	857-4100
Dan Jonasson, Director of Public Works	857-4140

**III. DESCRIPTION**

A. Background

The Anne Street Bridge is currently in poor condition. An assessment is needed to determine the most cost effective method of repairs to the bridge deck and any structural members in need of replacement. An engineering consultant specializing in structural analysis, SHPO coordination, and railroad coordination is required.

B. Proposed Project

Upon selection of EAPC and a negotiated contract, work will begin to analyze the bridge condition, develop options and cost estimates, and coordinate requirements by SHPO and BNSF for any future work.

This analysis will be used to scope future maintenance or reconstruction projects to bring the bridge into a safe and acceptable condition for the public.

C. Consultant Selection

Requests for qualifications were solicited for this work. EAPC was the sole respondent to the request for qualifications. This is likely due to the complex nature of this project. Upon review of their qualifications, staff feels they can accomplish the scope requested.

**IV. IMPACT:**

A. Strategic Impact:

The Anne Street Bridge is a visible landmark within the City. The bridge also serves as a multi-use link for pedestrians and cyclists into the downtown area from north Minot.

B. Service/Delivery Impact:

During a future construction project, the bridge will have to be closed for any repairs or reconstruction activities needed to bring the bridge into an acceptable condition.

C. Fiscal Impact:

At this time, \$50,000 in CDBG-DR Allocation 2 funds are budgeted for this analysis. Any future funding for repair/reconstruction activities would need to be programmed into future capital improvement plans.

**V. ALTERNATIVES**

Alt 1. Delay the project until some point in the future. An alternative funding source would need to be identified as the CDBG-DR funds must be spent by July 2019.

Alt 2. N/A

**VI. TIME CONSTRAINTS**

If the City is to move forward with the analysis, approval must happen in December to complete the analysis in time for grant funds to be expended.

**VII. LIST OF ATTACHMENTS**

A. N/A



**TO:** Mayor Shaun Sipma  
Members of the City Council

**FROM:** Kelly Matalka, City Clerk

**DATE:** November 28, 2018

**SUBJECT: RETAIL LIQUOR & BEER LICENSE TRANSFER**

**I. RECOMMENDED ACTION**

It is recommended the Committee and Council approve the transfer of the retail liquor and beer license from Rose Keyes (known as Rose's Blind Duck, LLC) to be transferred to Blindside Investments, LLP.

**II. DEPARTMENT CONTACT PERSONS**

Kelly Matalka, City Clerk 857-4752

**III. DESCRIPTION**

Paperwork was submitted to transfer the retail liquor and beer license from Rose Keyes, owner of Rose's Blind Duck, LLC to be transferred to Blindside Investments, LLP.

The effective date of the transfer, pending Council approval, will be December 1, 2018. The owner does not currently have a location to operate the license but is aware that he has 12 months to comply with City ordinances or the license will be subject to suspension or revocation by the City Council.

**IV. IMPACT:**

Strategic Impact: N/A

Service/Delivery Impact: N/A

Fiscal Impact:

Alcoholic beverage license applications are processed by the City Clerk. The transfer fee for a liquor license is \$250 and has been collected from the applicant.

**V. ALTERNATIVES**

The Committee of the Whole and City Council could deny this application if there is reasonable cause to do so.

**VI. TIME CONSTRAINTS**

N/A

**VII. LIST OF ATTACHMENTS**

- A. Alcoholic Beverage License Transfer Form.
- B. License Agreement

**CITY OF MINOT**  
**APPLICATION FOR ALCOHOLIC BEVERAGE LICENSE**  
**TRANSFER**

The following statement to be completed for a transfer request only:

I, Rose Keyes, the holder of the alcoholic beverage  
license known as Rose's Blind Duck, LLC.  
hereby request the license be transferred to Blindside Investments,  
L.L.P. subject to the approval by the City of Minot Council.

This transfer will be effective the 1st day of December, 2018 subject to the  
approval of the applicant's documentation.

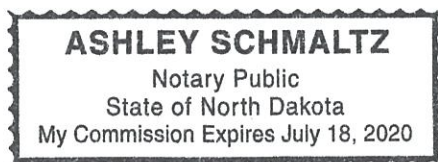
**Detailed description or documentation of any consideration received in exchange for  
the license transfer:**

monies owed to Gary Huber / dba Blindside Investments, L.L.P.

Signed: Rose Keyes

State of North Dakota     )  
  ) SS  
County of Ward             )

Rose Keyes, being first duly sworn, deposes and  
says that he/she is the present license holder of the above named premises, and does  
request that the license be transferred by the City of Minot Council to Blindside  
Investments LLP. Subscribed and sworn to before me this  
9th day of November, 2018.



Signed: Ashley Schmaltz  
Notary Public

My commission expires:

Rose's Blind Duck / Blindside Invest, LLP

This agreement is between Rose Keyes  
and Gary J. Huber concerning the liquor  
license and contents of Blind Duck. If  
for any reason Rose cannot continue to  
operate lounge, the license and all contents  
would convert back to Gary J. Huber, dba  
Blindside Investments. There would be no  
cash exchange because license and contents  
were only leased at time of takeover of lounge.

Rose would have the right to take or  
sell all inventories that she purchased.

This agreement would take effect March 3, 2015.

Rose Keyes

3-3-15 Rose's Blind Duck.

Gary J. Huber 3-3-15

Blindside Investments LLP

Beck

3-3-15

witnessed Deborah Huber 3-3-15





**TO:** Mayor Shaun Sipma  
Members of the City Council

**FROM:** Minot Environmental Policy Group

**DATE:** November 28, 2018

**SUBJECT: MINOT ENVIRONMENTAL POLICY GROUP RECOMMENDATIONS  
REGARDING SINGLE-USE PLASTIC SHOPPING BAGS**

## **I. RECOMMENDED ACTION**

The Minot Environmental Policy Group would finally like to make the following recommendations to the City Council of Minot:

1. There appears to be an amount of public support of changes to the way that our community approaches single-use plastic shopping bags.
2. Of all the options mentioned in public comments, we believe that a small fee (5 or 10 cents per bag) to be the most effective first step for the community of Minot. An action like this would encourage individuals to change their habits without seriously affecting them if they forget or choose to use a single-use plastic bag.
3. An educational campaign, along with City or other organizations provided 1-2 reusable bags per household, could give the community the option to start changing their habit prior to having to pay for plastic.
4. Implementation would be difficult but possible. To help ensure retailer compliance, it would be wise to split the fee between the retailer and the city. We recommend 2 cents of every fee would stay with the city of Minot while 3 cents of every bag would be collected by the retailer. We would also recommend that the portion of the fee collected by the city not be added to the general fund but rather be used to fund environmental projects around the community, including municipal recycling, environmental education, green space development, Souris River clean-up efforts, and community wide clean-up efforts. A breakdown of different scenarios and considerations with this plan is located in Appendix C.
5. Special care should be given to the details of the fee. We recommend that the single-use plastic shopping bag fee not apply to individuals using WIC or similar nutrition assistance measure. We also recommend that the fee be waived for single-use plastic bags used to separate meats and chemicals. Likewise, produce plastic bags should remain exempt. Also, flower bags, dry cleaning bags, restaurant to-go bags, and small party-favor sized bags should be exempt. Not only is it difficult to uniformly apply a fee on these items, they also do not have easily replaceable alternatives.
6. While communities (and countries) around the world are moving to ban and impose strict penalties on single-use plastic bags, small and incremental steps would be best for a community like Minot that does not yet have widespread environmental education and policies in place. Instead of looking to headliners like Great Britain, Kenya, Seattle, and Washington D.C., it may be best to look to a community like Estevan, Saskatchewan; Avon, Colorado; or Brownsville, Texas where residents consistently utilize reusable shopping bags to avoid a 5-cent fee on single use plastic bags.
7. An example of a municipal ordinance of this nature can be found in Appendix D. The structure of this ordinance comes from the community of Avon, CO, population 6,447 and has been amended to represent the City of Minot.

## **II. CONTACT PERSONS**

The Minot Environmental Policy Group is made up of six individuals who live and work in Minot. Three members identify as male, three members identify as female. Individuals work in the field of banking, public education, human resources, non-profit management, and local government. They are single parent, single with no children, married with no children, and married with children families in our community.

Tim Baumann 715-307-2116

## **III. DESCRIPTION**

### **A. Background**

In February of 2018, a group of other like-minded individuals from Minot expressed frustration with the amount of single-use plastic bags stuck in trees, gutters, bushes, and fields in our community and wanted to do something about it. The name of the work group became the Minot Environmental Policy Group and the invitation was extended to members of the Minot community to share their thoughts, views, and experiences regarding single-use plastic bags in our community and what we could do to reduce waste and litter from this product. The period for public comment was open from the middle of May 2018 to July 31, 2018. Knowing that one-time public meetings or forums can be a hindrance to community members with unusual work hours, small children, or physical handicap, public comments were submitted via e-mail to the address [environmentminot@gmail.com](mailto:environmentminot@gmail.com). The end goal of the conversation was to create a framework or plan to recommend to the Minot City Council as to how we can reduce the consumption of single-use plastic bags in our community.

## **IV. IMPACT:**

### **A. Fiscal Impact:**

Any fiscal impact to the City would need to be further researched.

## **V. ALTERNATIVES**

The City Council can discuss the issue and decide whether or not to move forward with any action.

## **VI. TIME CONSTRAINTS**

There are no time constraints.

## **VII. LIST OF ATTACHMENTS**

- A. Minot Environmental Policy Group Recommendations regarding Single-Use Plastic Shopping Bags

# **Public Comments Regarding Single-Use Plastic Bags in Minot and a Recommendation to Our Community**

In February of 2018, a group of other like-minded individuals from Minot expressed frustration with the amount of single-use plastic bags stuck in trees, gutters, bushes, and fields in our community and wanted to do something about it. The name of the work group became the Minot Environmental Policy Group and the invitation was extended to members of the Minot community to share their thoughts, views, and experiences regarding single-use plastic bags in our community and what we could do to reduce waste and litter from this product. The period for public comment was open from the middle of May 2018 to July 31, 2018. Knowing that one-time public meetings or forums can be a hindrance to community members with unusual work hours, small children, or physical handicap, public comments were submitted via e-mail to the address [environmentminot@gmail.com](mailto:environmentminot@gmail.com). The end goal of the conversation was to create a framework or plan to recommend to the Minot City Council as to how we can reduce the consumption of single-use plastic bags in our community. Below is our summary and recommendation.

## **Who Is the Minot Environmental Policy Group?**

The Minot Environmental Policy Group is made up of six individuals who live and work in Minot. Three members identify as male, three members identify as female. Individuals work in the field of banking, public education, human resources, non-profit management, and local government. They are single parent, single with no children, married with no children, and married with children families in our community.

## **Why Single-Use Plastic Bags?**

As expressed earlier, this conversation started over frustration with single-use shopping bags littered around our community. This group felt compelled to act on this frustration in part due to the conversation that is happening locally, in our state, across our country, and all over the world regarding the rising use of single-use plastics and the negative impact it is having on our oceans, wildlife, and perhaps most importantly, our food and water supply. Single use plastic bags also have a negative impact on different elements of our community and the surrounding area. The areas of impact include:

- Farmers
  - Damage to equipment (balers)
  - Livestock ingesting
- Water
  - Water and Waste treatment plants
  - Storm water drains and pipes
  - In the river, downstream towns or farms
- Clean up
  - Quantity found during city wide clean up days
  - Quantity in dead loops
  - Local businesses during clean up
  - Street sweepers
- Municipal Recycling Operations

### **Why Start This Conversation Now?**

We felt that it was best to start this conversation as soon as possible for several reasons. To begin, we know that habits and personal choices across our community are difficult to change and require time. By starting the conversation regarding single-use plastic bags in our community now, we can raise awareness of our actions as a community on this topic. Secondly, we know more about plastics now than we did fifty, twenty, even five years ago and the scientific discussion shows that the average plastic item will never fully biodegrade (fully return to organic compounds) and will eventually bio-accumulate, meaning that as they enter our water and food systems, they will be found in higher quantities the higher up the food chain one moves. Humans are at the top of the food chain on our planet and recent findings show that trace amounts of plastic can now be found in human stool samples. Single-use plastic bags are also a factor in single-sort recycling operations. With the hopeful implementation of municipal recycling in Minot, significantly reducing our plastic bag use would help to maintain equipment and provide a higher value product for our community's recyclable goods. Finally, we felt that the community of Minot could use this topic as a way to differentiate ourselves from other communities in our state and could lead on this topic. Recycling and environmental topics are an important value and issue for individuals ages 35 and under and leadership in this field may help to attract and maintain families that are looking to find a home in a community that matches their values. Also, as more communities and retailers move to limit access to single-use plastic bags, Minot is still able at this point to make local decisions about what is best for our community without having any influences, pressures, or mandates from the state or national level. Simply put, we can still make our own decisions without having someone tell us what to do.

### **What Public Comments Were Given?**

In total, 21 public comments were submitted. All comments are listed in Appendix A. Of the comments, 18 could be categorized as being in support of changes to the way that we use/access single-use plastic bags in our community. 3 comments could be categorized as being in favor of no changes to the way that we use single-use plastic bags as a community. Common themes that were mentioned were a ban on single-use plastic bags (via ordinance or ballot initiative), a fee on single-use plastic bags, the need for environmental education in our community (regarding how our actions and choices have positive and negative impacts on our shared environment), further information regarding how much single-use plastic Minot residents consume, retail discounts for using reusable shopping bags, and multiple references to other communities that have enacted policies regarding single-use plastic bags.

### **What's Missing?**

Unfortunately, one perspective that is absent from this discussion is input from large "big-box" retailers. Marketplace Foods was contacted via telephone in May for their input on this topic. Likewise, Target was contacted via online comment form. Both declined to comment. There is a comment from one local and independent retailer. A letter was sent this November to large retailers in our community asking for their input. A copy of this letter can be found in Appendix B.

### **Based on the Public Comments, What Would We Recommend to Our Community to Reduce Single-Use Plastic Bags in the Future?**

Using the comments as a guide and source of information, the Minot Environmental Policy Group would like to make the following recommendations to **individual members** of community of Minot:



- 1) Keep at least one reusable shopping bag in the vehicle and make a habit of bringing it into the store with you.
- 2) Politely refuse plastic bags if you are purchasing an item or items that can be comfortably carried without a bag.
- 3) If you use a single-use plastic shopping bag, please reuse or recycle it in designated plastic bag recycling bins when you are finished.

The Minot Environmental Policy Group would also make the following recommendations to **retailers in the Minot Community**:

- 1) Continue to offer a discount to shoppers who bring and use reusable shopping bags.
- 2) Continue to make single-use plastic bag recycling receptacles available at the entrances and exits of your stores.
- 3) Publicize and educate consumers about the benefits and locations of both of these programs.
- 4) Shift to a "bag upon request policy" and train employees to ask if customers would like their items placed in a single use plastic bag.

The Minot Environmental Policy Group would finally like to make the following recommendations to the **City Council of Minot**:

- 1) There appears to be an amount of public support of changes to the way that our community approaches single-use plastic shopping bags.
- 2) Of all the options mentioned in public comments, we believe that a small fee (5 or 10 cents per bag) to be the most effective first step for the community of Minot. An action like this would encourage individuals to change their habits without seriously affecting them if they forget or choose to use a single-use plastic bag.
- 3) An educational campaign, along with City or other organizations provided 1-2 reusable bags per household, could give the community the option to start changing their habit prior to having to pay for plastic.
- 4) Implementation would be difficult but possible. To help ensure retailer compliance, it would be wise to split the fee between the retailer and the city. We recommend 2 cents of every fee would stay with the city of Minot while 3 cents of every bag would be collected by the retailer. We would also recommend that the portion of the fee collected by the city not be added to the general fund but rather be used to fund environmental projects around the community, including municipal recycling, environmental education, green space development, Souris River clean up efforts, and community wide clean up efforts. A breakdown of different scenarios and considerations with this plan is located in Appendix C.
- 5) Special care should be given to the details of the fee. We recommend that the single-use plastic shopping bag fee not apply to individuals using WIC or similar nutrition assistance measure. We also recommend that the fee be waived for single-use plastic bags used to separate meats and chemicals. Likewise, produce plastic bags should remain exempt. Also, flower bags, dry cleaning bags, restaurant to-go bags, and small party-favor sized bags should be exempt. Not only is it difficult to uniformly apply a fee on these items, they also do not have easily replaceable alternatives.
- 6) While communities (and countries) around the world are moving to ban and impose strict penalties on single-use plastic bags, small and incremental steps would be best for a community like Minot that does

not yet have widespread environmental education and policies in place. Instead of looking to headliners like Great Britain, Kenya, Seattle, and Washington D.C., it may be best to look to a community like Estevan, Saskatchewan; Avon, Colorado; or Brownsville, Texas where residents consistently utilize reusable shopping bags to avoid a 5-cent fee on single use plastic bags.

- 7) An example of a municipal ordinance of this nature can be found in Appendix D. The structure of this ordinance comes from the community of Avon, CO, population 6,447 and has been amended to represent the City of Minot.

Respectfully Submitted,  
Minot Environmental Policy Group

## **Appendix A: Public Comments**

### **Comment #1:**

I have lived in Minot since 2013. I choose to not use single-use plastic bags when grocery shopping. I support a five-cent fee on single-use plastic bags at grocery stores and gas stations. I believe this will help reduce the trash in our community as well as generate additional income for the City of Minot. I think that exceptions to the five-cent fee should be for people who qualify for WIC food stamps. I also think that plastic bags should be given for free for raw meat and chemicals and that produce plastic bags should be used without charge for now.

### **Comment #2:**

I saw the article about plastic bags and I agree with those who know how AWFUL they are. I would love to see plastic bags banned in every town, city and every state. I use reusable bags EVERY time I go to the store. It's as simple as keeping them in your car so people don't forget them. There are so many other options these days, people who use plastic are being ignorant. That's my word. Keep spreading knowledge...

### **Comment #3:**

Today was proclaimed as "A Day Without Plastic Bags," in the Fargo area, in order to reduce the adverse impacts of plastic bags. Their community has a plastic bag task force, who's focus is to educate the community on how to recycle and encourage the use of reusable bags. Something they are doing is providing free reusable bags at stores where there are also plastic bag recycling drop off locations.

We will have to keep tabs on their group to get ideas!

### **Comment #4:**

Minot does NOT need another fee, license, whatever you want to call a new tax. People are leaving already because of Minot's insane taxes. And you want more? We've had enough especially since our property taxes WILL be going up again.

### **Comment #5:**

I don't believe plastic bags should be outlawed. I also don't believe that you should be charged for using them either. I think reusable bags should be available at check out for a minor cost and more people will use them.

### **Comment #6:**

I personally reuse the bags, either as a receptacle for trash in my office and car and as a method to pick up pet waste.. That said, some thoughts on countering the glut of plastic bags being out there:

- 1) more stores can offer discounts if someone brings their own bags when shopping.
- 2) Provide plastic bag recycling spots around city.
- 3) Encourage grocery stores to bring back paper bags
- 4) Have police more stringently enforce the littering laws
- 5) Actively Promote the concept of Reuse/Recycle/Reduce

### **Comment #7:**

My wife and I spent two winters ago on the Big Island of Hawaii. The policy on the entire island was no plastic bags. You can bring your cloth or paper bags with you or if you have none they assess you a nominal amount like .10 cents per brown paper bag. It works well and it was refreshing to not see the ubiquitous plastic bag all over.

### **Comment #8:**

Plastic bag problem in Minot? Not in my opinion. I can only recall one plastic bag in the recent past. It was hanging on a fence that that was NOT in Minot but along Highway 2 East.

If there is a problem at all, it is with beer cans being thrown out of car windows as people drive by. I have picked up numerous cans thrown on my boulevard from passing vehicles.

There are many *important* problems facing the City Council and I don't believe this should be added to their list. Let them have the time to work on serious issues instead.

The City of Minot has provided numerous trash receptacles all over town and they do an awesome job of keeping the City looking nice.

And, I'm going to save a few plastic bags from Herbergers and Sears, as a reminder of better times at the mall.

**Comment #9:**

I saw your article in the paper so thought I would connect. I am VERY strong;y against plastics (except for credit cards!) We went to Hawaii this winter and where we were, no stores allowed plastic bags. Every checkout had cloth bags for sale for \$1.00. I would love to do that here. We recycle all we can, but I'm sure there is more we can do.

I read an article that Sweden even recycles thrown away appliances and recycles their parts.

**Comment #10:**

As a retailer (Main Street Books owner) I purchase bags from a company on the east coast. When the road construction hit downtown, to save money, we started asking people if they were okay with a recycled bag. Not one person in two years has ever said no. And most people insist they need no bag at all when I bring it up.

I may miss seeing my bags on the street advertising books but I will never miss seeing bags in gutters, in ditches or clinging to the branches of trees.

I would love to go one step further and outlaw plastic bags. Or Charge more for the bag. Or charge less if they bring their own bag. Bags are expensive. If I had more money I would probably give it away — donate more or advertise more with local businesses. The community wins.

Anyway ... that's just one retailer's perspective.

**Comment #11:**

BAN THEM

**Comment #12:**

I would support eliminating single use plastics, which includes far more than the plastic grocery bags.

I will say that calling them single use bags is a misnomer because they can be multi use bags.

I do believe the nation's trash issue is much larger than plastic grocery bags.

Good afternoon, the latest hot topic seems to be plastic and what should be done with it. First, single use bag is a misnomer. They often have multiple uses. Are we going to get rid of trash bags, which really are single use plastic bags.

Those of us old enough to remember the shove to go from paper to plastic to save the trees and the environment are now seeing the push to ban certain plastics. My question is to what end? What do we want achieved? Is it to reduce litter? Is it to reduce the amount dumped into land fills? Is it to reduce plastic manufacture and use itself?

What about biodegradable bags made from the yucca plant that looks and acts like plastic, but degrades, is said to not harm animals if eaten? They are supposedly made in Indonesia. Should there be a demand for those? Or should some innovative entrepreneur bring the manufacture of such bags to Minot? ND or at least the states?



On June 21st I added an article to the Environmentally Minded People of Minot site about plastic diapers. No one jumped on that conversation at all! ☺ ☺ ☺ Sewing our own diapers would greatly reduce land fill plastic. Although, there is discussion which uses more water???

So, again, what is our motivation for wanting something banned or removed? Most of us are disgusted or at least don't like litter. But, if it is to reduce litter, then let's look at banning all plastic bottles and aluminum cans as well because that is what I pick up the most, along with paper.

If it is to reduce plastic, it is reported that Starbuck's will be using MORE plastic for their cup covers than was used by straws.

What is our goal? What are our options? What part can each individual play?

Littering is because of careless or irresponsible behavior. I would like to hear the end result each emailer has envisioned if we follow their recommendation.

### **Comment #13:**

Like any issue, the plan around reducing the amount of single-use plastic bags that are used -- and that are discarded, especially as litter, especially around our river -- is one that is mostly likely multifaceted and gradually implemented.

I would like to see our city explore:

- collection of plastic bags as part of the future curbside recycling program
- a study of how other, similarly sized cities have dealt with this issue
- a fee for plastic bag use at locations such as grocery stores or retail stores
- a ban on plastic bags for restaurants and other take-out vendors (perhaps gradually implemented)
- support of organization like "Friends of the Souris River" or continued organized clean-up days to remove bags and other litter from our river
- support of educational events at our public libraries, schools, local newspaper, etc., about the life-cycle of plastics, why they are a problem, and why the city is exploring solutions
- distribution of re-usable bags with either Minot City logo on it or some other city slogan or local art. These would hopefully be offered for FREE to help offset cost of city residents who might be paying -- or paying more for -- plastic bags

### **Comment #14:**

I just wanted to send in my comments on plastic bag use in Minot. I would be happy to see a five-cent surcharge on plastic bags. For a number of years (before the flood - so maybe 8 or 9 years) we have been using reusable bags for all of our shopping at the mall and the grocery stores. We keep some in each car and are better about reminding each other to bring them to the stores. We recycle as much as we can and use plastic grocery bags for our kitchen garbage so we probably fill 1 a week. I would be happy to pay for the bag that we use. If Starbucks can phase out straws, Minot can charge for bags. Thanks so much.

### **Comment #15:**

I understand the push to outright ban plastic bags in Minot ND. To do this prematurely has the potential to cause disruption in the retail sector if customers have not been prepped, so to speak, for the ban. Start with making it less appealing to use plastic bags! That has yet to happen here! North Dakota is a location where concern for recycling and facilities to do so are nonexistent or still in the conceptualization phase, an infancy of sorts. Until the facilities are in place to recycle (more than just bags!) and receptacles are common throughout the community, picking this one fight is short-sighted. We need more awareness and more of a push for recycling. We need more businesses to support multiple-use bags. We need people to bring their own bags. We need more places to recycle. We need a paradigm shift so that people see that to not do so is more harmful than the convenience of having every category of groceries in their own bag. This can happen through advertising campaigns, media involvement, more than handing out reusable bags at the State Fair! There is so much potential and business opportunity for the green industry. Minot has made it clear that Earth Recycling wasn't welcome, so they're headed to Glenburn. I'd love to see someone take up the challenge and make Green their business--not just the *act* of recycling, but marketing and selling the equipment to facilitate the interaction!

**Comment #16:**

i've already stated that there should be an outright ban on plastic bags. i don't know that the city would take it seriously enough to do anything about it. it may take a ballot measure to make it happen

**Comment #17:**

I would absolutely support either a ban on plastic bags OR some sort of fee (5-10 cents per bag). I say this as a former retail employee, resident of a European country, and consumer.

During my time as a cashier, I watched endless plastic bags leave our store every day, often with only a few items per bag (per the customer's request). This is a small step, but when I imagine the thousands of plastic bags handed out during one day's 8-hour shift, I'm overwhelmed to think of the thousands of retail workers in this state alone who are doing the same thing. While some of these plastic bags *are* being reused for garbage bags, etc, I consistently witness them being tossed out after one use by the people around me. When Minneapolis moved toward a plastic bag ban several years ago, there was--as could be expected--some minor outrage. However, this outrage signifies to me that we have been trained to consume mindlessly, believing that stores *owe* us single-use bags, rather than coming up with creative solutions for ourselves. Having access to a plastic bag which then becomes litter is not a basic human right.

I lived in Europe for several years, where a small fee for a plastic bag is the norm. Most people bought reusable bags and carried them in. Ultimately, this is more economical for both the buyer and the store (and those bags hold a LOT more!). This also places the burden of mindfulness upon the consumer--we are responsible for remembering our own bags, which is just one small step toward being more mindful about the amount that we consume as a whole. Bringing a bag is part of the process of planning purchases and makes us more aware of what we're bringing home in our bags.

I understand that there are some purposes for which plastic bags are just the best line of defense (picking up dog poop, for instance). I also understand there will be pushback and believe that a ban by itself will not have the desired impact *unless* it's accompanied by practical ways for people to deal with the lack of bags. For instance, what impact will banning plastic bags have on impoverished communities? (Will affordability be a factor, etc?) Will stores provide their own reusable bags for sale? We must work hand-in-hand with each other so that this is not a single issue which causes division and frustration, but so that better choices can be more easily supplemented when the choice to use plastic vanishes!

**Comment #18:**

I would like to see all stores get rid of single use plastic bags. My feeling is that as long as we have them as a back up, it is too easy to forget to bring cloth bags.

Next best would be to charge 5 or 10 cents per plastic bag.

**Comment #19:**

I would really like to see plastic bags reduced or gotten rid of. Perhaps the stores need education on this. They often put 1 item in a bag that wouldn't even need a bag. The last time I was in a Target self checkout, there was a lady putting 1 item in each bag and ended up with over 20 bags in her cart. I would love to see plastic bags not used anymore. Other states charge a fee if shoppers do not bring their reusable bags with them. Our children seem to think that has definitely reduced the use of plastic bags.

**Comment #20:**

Plastic: handy, but has a way of finding a way out of the dump, out into neighborhoods or river. Once there, bigger problems. Others can address the addiction to oil.

Basically, seems a good thing to lower the usage, and give or get something "back" in exchange for going to our own bags/paper.

I support a well designed phase out. First assess the usage numerically and which way usage is trending. Are we seeing reductions and if so, how quickly?

A ban would do it over night and save the stores some money. Perhaps a ban would make it easier for the stores? Ask them.

But incentivising stores to reduce it for a short period of time would also be helpful so we can wind it down while people adjust. As for the angry consumer, the option to buy bags may help relieve the pressure, but it needs to be a significant cost set by the city.

Thank you

### **Comment #21:**

Idea area businesses might be amenable to or already perform:

- sell reusable bags at the checkout. I would also suggest selling reusable bags and/or packaging for produce and bulk foods
- give customers a discount for bringing your own bags. Target and MPF give \$0.05 per bag.
- do not provide bags (much like Buffalo Exchange stores)
- provide recycling bins for plastic bags
- switch to a different type of bag/box (paper, plant-based, whatever else is out there)
- only give plastic bags when customer requests them
- charge for plastic bag use
- tell employees to stop wasting bags (double-bagging and wrapping individual "fragile" items in their own bag)
- display posters of plastic waste effects on wildlife/environment

Thank you for gathering all this data!

P.S. In my continuing effort to hide my ND dialect, I have to focus hard to say "bag" and not "beg". It takes a lot of work to re-read this email in my head!

Also, is there a way our city could work toward some type of Title of Distinction for reducing plastic use? Minot used to have signs all over town designating it as a "Tree City USA" with the Arbor Day Foundation. (I always thought that was ironic.) There must be some incentives the city could pursue that would gain Minot some notoriety and/or funding...

## **Appendix B: Letter to Retailers**

November 2018

To Whom It May Concern:

My name is XXXXX and I am part of a group of Minot residents who are working to help our community be more environmentally responsible. Our group name is the Minot Environmental Policy Group. In February 2018, we began a conversation within our group about how Minot can reduce single-use plastic shopping bags. From June to July 2018, we asked the community of Minot to provide input on how they believe we can and should reduce single-use plastic shopping bags via a public e-mail address. Using this input, our group formulated a series of recommendations to offer to individuals, businesses, and the City of Minot as a whole.

One piece of input that was missing was the perspective of large retailers in our community like you. We did reach out to Marketplace Foods via telephone call and Target via online comment form. Neither company responded or chose to comment. We chose not to reach out to other large retailers at that time.

We will be sharing our recommendations with the Minot Daily News and the Minot Voice in the coming weeks and we will be asking the Minot City Council to consider our recommendations at the December 3rd, 2018 City Council Meeting. One of the recommendations we are giving is the implementation of a 5-cent fee on single-use plastic shopping bags. In this fee, we recommend that a portion remains with the retailer to pay for the cost of the bag and a portion goes to the City of Minot to be used for environmental projects, recycling, or green space development. There are exceptions and nuance in the recommendation to hopefully maintain public safety, efficiency, and not place an undue burden on business owners in Minot.

Knowing that any change to how our community uses single-use plastic shopping bags will have an impact on retailers, we would like to invite you to have a conversation or provide your input on this issue. The e-mail address that you can use to contact this group is [environmentminot@gmail.com](mailto:environmentminot@gmail.com).

Again, please know that this effort, conversation, and recommendation is not meant to harm our retailers and community. Our intention is to help make our community better, cleaner, more environmentally responsible, prepared for the future, and stronger and we would love to be able to continue the conversation with our large retail entities included.

We look forward to hearing from you soon.

Sincerely,  
The Minot Environmental Policy Group



## Appendix C:- Financial Scenarios of Single-Use Plastic Bag Fee

Plastic bag costs - Google X M Inbox - environmentmin X Untitled document - Google X															
Secure   https://docs.google.com/spreadsheets/d/1GvYrGV37UIta3T18gNHXaR1jRMkaxlu2MAYBcyktwk/edit#gid=1869837444															
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
1															
2	Roughly One bag is used per person per day										Year 1: 30%	Year 2: 50%	Year 5: 70%	Year 10: 90%	
3										Current	Reduction	Reduction	Reduction	Reduction	
4		Bags per person per day		1			Bags per day			50000	35000	25000	15000	5000	
5		Population of Minot		50000			Reusables per day			0	15000	25000	35000	45000	
6		Cost of plastic bag		\$0.01			Cost to purchase			\$500.00	\$350.00	\$250.00	\$150.00	\$50.00	
7		Plastic bag fee		\$0.05			Fee collected per day			\$2,500.00	\$1,750.00	\$1,250.00	\$750.00	\$250.00	
8		Collected by Store		\$0.03			Fee collected by store per day			\$1,500.00	\$1,050.00	\$750.00	\$450.00	\$150.00	
9		Collected by City		\$0.02			Fee collected by city per day			\$1,000.00	\$700.00	\$500.00	\$300.00	\$100.00	
10		Reusable credit from store		\$0.02											
11		Cost of Reusable bag		\$0.75			Yearly cost to city population			\$912,500.00	\$638,750.00	\$456,250.00	\$273,750.00	\$91,250.00	
12							Yearly collected by store			\$547,500.00	\$383,250.00	\$273,750.00	\$164,250.00	\$54,750.00	
13		Intial cost to city based on total					Yearly cost to store			\$182,500.00	\$127,750.00	\$91,250.00	\$54,750.00	\$18,250.00	
14		population being supplied with					Profit from bags			\$365,000.00	\$255,500.00	\$182,500.00	\$109,500.00	\$36,500.00	
15		one week worth of reusable					Credit paid by store			\$0.00	\$109,500.00	\$182,500.00	\$255,500.00	\$328,500.00	
16		shopping bags for free					Profit for stores			\$365,000.00	\$146,000.00	\$0.00	-\$146,000.00	-\$292,000.00	
17		Number of bags		350000											
18		Cost of bags		\$262,500.00			Yearly collected by city			\$365,000.00	\$255,500.00	\$182,500.00	\$109,500.00	\$36,500.00	
19		% of bags replaced per year		15%			Reusable bag costs			\$262,500.00	\$39,375.00	\$39,375.00	\$39,375.00	\$39,375.00	
20		Notes													
21		Factor in cost of education and enforcement of the fee policy.													
22		Factor profit from sale of reusable bags at store locations.											Begin phase out of reusable credit and		
23		Factor in exemptions for low income or businesses.											free bags provided by the city around		
24		Accounts only for population of Minot. Number of bags used per day											year 5 or around 70% reduction?		
25		is likely higher due to outside of city individuals who shop within													
26		the city limits on a regular basis.													

## **Appendix D: Sample City of Minot Ordinance**

Adopting a New Chapter of the Minot Municipal Code Establishing Single-Use Plastic Bag Requirements, Including a Single-Use Plastic Bag Fee And Providing for the Collection and Designation of Such Fee

Whereas, the City of Minot, North Dakota (the “City”) is a home rule municipality existing pursuant to the laws of the North Dakota Constitution, the North Dakota Century Code, and the City’s Charter, and

Whereas, the City has the duty to protect the natural environment, the economy, and the health of its citizens and guests and the City is committed to following best common practices in environmental stewardship and protection, and

Whereas, reducing the use of single-use plastic shopping bags has a positive effect on the local environment of the City, including reducing the potential for pollution in the environment, greenhouse gas emissions, litter, harm to wildlife, water consumption, energy consumption, and solid waste generation, and

Whereas, reducing plastic waste to the landfill is a cost effective and efficient way of reducing greenhouse gas emissions resulting from energy and petroleum products used in processing, and

Whereas, the City Council believes that the best alternative to the continued use of single-use plastic shopping bags is to promote the use of more durable, reusable bags, and

Whereas, the City Council finds and determines that discouraging single-use plastic shopping bags and requiring a charge for single-use plastic shopping bags at grocers and other retailers would help address the environmental and health problems associated with such use, would relieve City taxpayers of the costs incurred by the City in conjunction therewith, and would be in the best interest of public health, safety, and welfare.

Now therefore let it be ordained City Council of the City of Minot, North Dakota the following:

### EXHIBIT A: ADDITION OF CHAPTER (?) TO TITLE (?) OF THE MINOT MUNICIPAL CODE

#### CHAPTER (?)

#### DISPOSABLE BAG REQUIREMENTS

Section (?) Purpose and intent.

Section (?) Definitions.

Section (?) Restrictions on the distribution of disposable bags.

Section (?) Disposable paper bag fee program.

Section (?) Retention and administration of disposable paper bag fee.

Section (?) Exemptions.

Section (?) Audits.

Section (?) Violations and penalties.

#### PURPOSE AND INTENT.

The purposes of this Chapter are to protect the public health, safety and welfare, to address the environmental problems associated with single-use plastic shopping bags, and to relieve the City taxpayers of the costs imposed upon the City associated with single-use plastic shopping bags. The intent of the Chapter is to encourage the use of reusable bags.

#### DEFINITIONS.

For the purposes of this chapter, the following terms shall have the following meanings:

**SINGLE-USE PLASTIC BAG:** a bag made from non-compostable plastic provided by a business to a customer at the point of sale for the purpose of transporting goods. The term "Single-Use Plastic Shopping Bag" does not include:

1. Bags provided by pharmacists to contain prescription drugs;
2. Newspaper bags, door hanger bags, laundry-dry cleaning bags, or bags sold in packages containing multiple bags intended for use as garbage, pet waste, or yard waste bags;
3. Reusable Bags;
4. Disposable Paper Bags; or
5. Bags used by consumers inside stores to:
  - a. Package bulk items, such as fruit, vegetables, nuts, grains, candy or small hardware items;
  - b. Contain or wrap frozen foods, meat, or fish, regardless of whether the items are prepackaged;
  - c. Contain or wrap flowers, potted plants, or other items where dampness may be a problem; or
  - d. Contain unwrapped prepared foods or bakery goods.

**SINGLE-USE PLASTIC SHOPPING BAG FEE:** a City fee of five cents (\$0.05) imposed and required to be paid by each consumer making a purchase from a City Grocer or Retailer for each disposable plastic bag used during the purchase.

**DISPOSABLE PAPER BAG:** a bag made predominantly of paper that is provided to a customer by a Grocer or Retailer at the point of sale for the purpose of transporting goods.

**RETAILER:** means any person, corporation, partnership, business, facility, vendor, organization or individual that sells or provides merchandise, goods or materials, including, without limitation, clothing, food, or personal items of any kind, directly to a customer. "Retailer" includes, without limitation, any department store, grocery store, hardware store, pharmacy, liquor store, restaurant, catering truck, convenience store, and any other retail store or vendor.

REUSABLE BAG: a bag that:

1. Is designed and manufactured to withstand repeated uses over a period of time;
2. Is made from a material that can be cleaned and disinfected regularly;
3. Is at least two and one-fourth (2.25) mils thick if made from plastic; and
4. Has the capability of carrying a minimum of eighteen (18) pounds.

#### DISPOSABLE SINGLE-USE PLASTIC SHOPPING BAG FEE PROGRAM.

- A. Effective (?), a consumer making a purchase from a Retailer shall pay at the time of purchase a Single-Use Plastic Bag Fee of five cents (\$0.05) for each Single-Use Plastic Bag used during a purchase.
- B. Retailers shall record the number of single-use plastic shopping bags provided to any given customer and the total amount of the Single-Use Plastic Shopping Bag Fee charged to the customer on the customer transaction receipt.
- C. No Retailer may provide a rebate or in any way reimburse a customer for any part of the Single-Use Plastic Shopping Bag Fee.
- D. No Retailer may exempt a customer from any part of the Single-Use Plastic Shopping Bag Fee for any reason except as provided in section (?) of this chapter.
- E. Nothing in this Chapter shall prohibit Retailers from providing incentives for the use of reusable bags through credits or rebates for customers who bring their own bags to the point of sale for the purpose of carrying away goods.
- F. Nothing in this Chapter shall prohibit customers from using bags of any type that the customers bring into the store or from carrying away goods purchased by such customers that are not placed in a bag.
- G. Any store or business in the City may voluntarily opt to participate in the Single-Use Plastic Shopping Bag Fee program, prior to its respective effective date, by providing notice to the City and collecting the Single-Use Plastic Shopping Bag Fee pursuant to this Chapter.

#### RETENTION AND ADMINISTRATION OF DISPOSABLE PLASTIC BAG FEE.

- A. Upon the effective date, Retailers shall be required to remit the Single-Use Plastic Shopping Bag Fee to the City and may retain a portions of the Single-Use Plastic Bag Fee as follows:
  1. For the first twelve (12) months following the effective date of the Disposable Plastic Shopping Bag Fee, each Retailer that is located in a permanent building in the City containing at least four thousand (4,000) square feet of retail space may retain sixty percent (60%) of the Single-Use Plastic Bag Fee to be taken as a Retailer credit against the Single-Use Plastic Shopping Bag Fee due to the City. The remaining forty percent (40%) of the Single-Use Plastic Shopping Bag Fee shall be remitted to the City.
  2. Each Retailer that operates in less than four thousand (4,000) square feet of retail space may retain one hundred percent (100%) of the Single-Use Plastic Shopping Bag Fee.
- B. A Retailer that elects to retain a portion of the Single-Use Plastic Shopping Bag Fee after the first twelve (12) shall execute an agreement provided by the City requiring the Retailer to use the Single-Use Plastic Shopping Bag Fee revenues only for the purposes stated in sub-section D. below.
- C. The portion of the Single-Use Plastic Shopping Bag Fee revenue received by the City shall be deposited as revenue in a designated waste reduction and reusable line item within the City's budget to be used for the purposes stated in sub-section D below.



- D. The Single-Use Plastic Shopping Bag Fee shall be used exclusively for the following purposes:
1. Producing and providing reusable bags to City residents and guests;
  2. Educating City residents, businesses and guests about the impacts of waste on the City's environmental health, the importance of reducing the number of disposable bags entering the waste stream, and the impact of disposable bags on the City's waterways and the environment;
  3. Creating public educational campaigns to raise awareness about waste reduction and recycling;
  4. Funding programs and infrastructure that allows the Minot community to reduce waste and recycle;
  5. Purchasing and installing equipment designed to minimize waste pollution, including recycling containers and waste receptacles;
  6. Funding community cleanup or collection events and other activities to reduce waste;
  7. Providing educational information to customers about the Single-Use Plastic Shopping Bag Fee;
  8. Training Retailer staff in the implementation and administration of the Single-Use Plastic Shopping Bag Fee;
  9. Improving or altering infrastructure to allow for the administration, collection, implementation, and reporting of the Single-Use Plastic Shopping Bag Fee; and
  10. Paying for the administration of the Single-Use Plastic Shopping Bag Fee Program.
  11. Paying for the implementation and operation of Municipal Recycling in Minot.
- E. A Retailer shall pay and the City shall collect the Single-Use Plastic Shopping Bag Fee at the same time and pursuant to all applicable provisions of the City's sales tax code, and consistent with all applicable sales tax provisions regarding sales tax administration, collection and enforcement. The City shall provide the necessary forms for Retailers to file individual returns with the City separate from the City's sales tax forms to demonstrate compliance with the Single-Use Plastic Shopping Bag Fee. Notwithstanding the fact that the Single-Use Plastic Shopping Bag Fee will be collected in the same time and manner used for the collection of sales tax, such process is for the convenience of the Retailer and does not change the nature of the Single-Use Plastic Shopping Bag Fee from a fee to a tax.
- F. Single-Use Plastic Shopping Bag Fees shall not supplant funds appropriated as part of an approved annual budget.
- G. No Single-Use Plastic Shopping Bag Fees shall revert to the General Fund at the end of the fiscal year, or at any other time, but shall be continually available for the uses and purposes set forth in this Chapter without regard to fiscal year limitation.

#### EXEMPTIONS.

- A. A Retailer may provide a Disposable Plastic Bag to a customer with no fee if the customer provides proof that he or she is a participant in a federal or state Food Assistance Program.
- B. A church, charity, or non-profit store, as defined in North Dakota Statutes section (?), may provide a Single-Use Plastic Shopping Bag to a customer with no fee.

#### AUDITS.

- A. Each Retailer shall maintain accurate and complete records of the Single-Use Plastic Shopping Bag Fees collected under the provisions of this Chapter and the number of Single-Use Plastic Shopping Bags provided to customers, and shall also maintain such books, accounts, invoices, or other documentation necessary to verify the accuracy and completeness of such records. It shall be the duty of each Retailer to keep and preserve all such documents and records, including any electronic information, for a period of three (3) years from the end of the calendar year of such records.

B. If requested, each Retailer shall make the foregoing records available for inspection and audit by the City during regular business hours so that the City may verify compliance with the provisions of this Chapter. To the extent permitted by law, all such records shall be treated as confidential commercial information

#### VIOLATIONS AND PENALTIES.

Any person violating any of the provisions of this Chapter shall be deemed to have committed a civil infraction for each and every day or portion thereof during which any infraction is committed, continued or permitted and shall be subject to the penalties contained in Chapter (?) of this Code. (yet to be determined for the City of Minot)



**TO:** Mayor Shaun Sipma  
Members of the City Council

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

**DATE:** October 22, 2018

**SUBJECT:** **City Council Approve Amended Language for MAGIC Fund Policy Guidelines**

## **I. RECOMMENDED ACTION**

City Council approve amended language for MAGIC Fund Policy Guidelines

## **II. DEPARTMENT CONTACT PERSONS**

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

## **III. DESCRIPTION**

### **A. Background**

The City Council as part of the 2018 Budget Deliberation and Approval process requested that a task force be established to review the MAGIC Fund uses, and its policies for the purpose of recommending amended language to more clearly define scope and uses of the Fund as well as to promote transparency and clarity. The task force which comprises the Mayor, City Council President, Executive Directors and Chairpersons of MADC and the Minot Area Chamber of Commerce, the city Finance Director, and the city Chief Resilience Officer have been meeting throughout 2018 assessing the history of the MAGIC fund and scrutinizing the policies and procedures. Since the release of the IEDC report in the Spring of this year, it has also been used as a basis to assess and review the MAGIC Fund guidelines which were last adjusted and amended in 2009. The recommended adjustments and clarifications of the MAGIC Fund guidelines are the result of this extensive review and assessment.

### **B. Proposed Project**

The proposed changes to the MAGIC Fund guidelines are based on the underlying fundamentals of clarity, transparency and accountability as well as reflection of best practices in the field of economic development in the creation and uses of these types of incentive funds.

Key changes reflecting clarity include:

- Defined specific uses of the funds
- Applicant eligibility standards
- Establishing limits with defined exceptions in amount of MAGIC fund per applicant
- Eliminating ambiguity such as adding language that specifies that MADC staff will vet each application prior to being considered by the Screening Committee
- Enhanced guidelines governing payment of funds to approved applicants

Key changes reflecting transparency include:

- Defining balance in use of funds between loan and grant
- Requiring specific details to be provided by applicants including financial statements, business plans, and proof of matching funds
- Requiring clearly defined and measurable performance benchmarks for each recipient of funds

Key changes reflecting accountability include:

- Clear factors and framework to be employed when considering an application by the Magic Fund Screening Committee
- Establishing an annual review in December led by the City Council with input from the Screening Committee and MADC to determine any adjustments or changes for the ensuing calendar year for the focus of uses of the MAGIC Fund

#### **IV. IMPACT:**

##### **A. Strategic Impact:**

The amended MAGIC Fund guidelines provide the means to provide Minot residents with a clear description and framework for the mission and purpose of the MAGIC Fund to increase business and jobs, and can also be used as an effective marketing tool to attract new investment into the city

##### **B. Service/Delivery Impact:**

By providing clarity and accountability to the guidelines, MADC and the Screening Committee are provided with an effective framework in which to consider applications and as guidance for the City Council in making final decisions.

##### **C. Fiscal Impact:**

N/A

#### **V. ALTERNATIVES**

N/A

#### **VI. TIME CONSTRAINTS**

N/A

#### **VII. LIST OF ATTACHMENTS**

- i. Amended MAGIC Fund guidelines (proposed changes in red)

**MINOT AREA GROWTH BY INVESTMENT AND COOPERATION**

**MAGIC FUND**

**GENERAL POLICY GUIDELINES**

AS APPROVED BY THE CITY COUNCIL OF THE CITY OF MINOT ON:

**June 2, 2003**

AMENDED BY THE CITY COUNCIL:

**February 6, 2006**

AMENDED BY THE CITY COUNCIL:

**April 6, 2009**

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**GENERAL PURPOSE**

In 1990, the voters of the City of Minot approved a portion of the 1-percent City sales tax for use in economic and industrial development. The funds accumulated for this purpose shall be called the Minot Area Growth by Investment and Cooperation (MAGIC) Fund.

The MAGIC Fund is intended to provide financing incentives to businesses that desire to expand or locate in the greater Minot trade area. The eligible uses of the Fund are financing projects to support business growth in the Primary Sectors, capitalization of revolving loan funds dedicated to addressing financing needs of small businesses not available through traditional financial institutions, and marketing directly connected to attraction of opportunities to accomplish business growth in the Primary Sectors and use of capitalized small business revolving loan funds (RLF). All uses of the Fund must support one or more of the following goals which are to create new jobs, save existing jobs, expand the local tax base, increase capital investment, and improve the entrepreneurial climate of the region. In addition, the MAGIC Fund may be used for workforce development to attract workers to meet workforce deficiencies within the Primary Sectors and small business revolving loan funds supported by the Fund in the region.

No more than 10% of available funds in the MAGIC Fund account as of January 1<sup>st</sup> of each year may be used during the calendar year for RLF Capitalization.

Annually, in December, the Mayor and City Council will consult with the Minot Area Development Corporation, Minot Area Chamber of Commerce and other established organizations with economic development and/or business development purposes to identify the Primary Sector industries and small business clusters which shall be the focus of uses of the MAGIC fund during the next calendar year.

## **FUND USES AND FISCAL CONTROLS**

### **A.**

Funds available through the MAGIC Fund for project financing connected to Primary Sector industries may be used to provide temporary or permanent financing of any cost related to the relocation and/or establishment of a new business, or the expansion of an existing business provided that temporary financing may only in the form of a non-forgivable loan while permanent financing may be in the form of a non-forgivable loan or combination of grant and non-forgivable loan with a grant being no more than 30% of total financing except where an applicant can demonstrate through detailed financial documentation that project feasibility requires a higher percentage of grant to non-forgivable loan to meet a minimum, substantiated five year growth projection. These funds for use with Primary Sector industries will not be used for restructuring existing debt, unless it can be demonstrated that the restructuring will create definable, measurable new jobs or save existing jobs.

Funds available through the MAGIC Fund for capitalization of revolving loan funds (RLF) must meet the following criteria:

- Be a match and/or complementing existing capitalization from other sources
- Be no more than either can be demonstrated as being received from other sources or which is available in a mature RLF
- Are governed by eligibility and underwriting standards which demonstrate (a) being more flexible and competitive than what is available from traditional financial institutions, (b) supports small businesses (as defined by the US Small Business Administration) in business clusters for which there is a demonstrated demand and/or need in Minot and the region, and (c) has a physical office in Minot

Funds provided for RLF capitalization may be provided either as a grant or as a line of credit.

Non-profit organizations will be considered for these funds only when it can be determined that the non-profit venture meets a purpose and goal for which the MAGIC Fund can be used based on these guidelines.

As a matter of policy, financial assistance will not be approved for any new or existing business that gives the applicant a business advantage over other like or similar businesses through the use of the financing from the MAGIC Fund unless the location is in an area the city has identified as requiring new investment such as the downtown district and/or is through a capitalized revolving loan fund serving a rural area of the Minot region which does not have products, services, or other benefits otherwise not accessible in such area.

A company that meets or exceeds its contractual job creation/retention obligations specified in measurable benchmarks, and/or performance related benchmarks (ie. % annual growth in Minot) contained in the agreement for previous received funding may be eligible for additional funding

from the MAGIC Fund for new expansion initiatives based on performance and measurable benchmark standards.

## **B.**

Any expenditure from the MAGIC Fund must be listed with the monthly bills approved by the City Council before payment is made. To the extent applicable to the features of a particular project, as part of such process, detailed invoices and receipts must be provided to the City.

Any proposal to obligate MAGIC Fund money beyond what is currently available, plus what is expected to accrue by the end of the current fiscal year, will be clearly stated to the public during a public hearing prior to City Council action.

A public hearing is required prior to City Council action when the proposed use of the MAGIC Funds is for infrastructure related projects. The MAGIC Fund Screening Committee will specifically address and communicate to the City Council when the proposal is for infrastructure and the basis of the infrastructure project connected to job creation/retention, retention of existing business/industry, and/or creation of new business/industry consistent with the MAGIC Fund guidelines.



## **MAGIC FUND SCREENING COMMITTEE**

The MAGIC Fund Screening Committee, appointed by the Mayor and confirmed by the City Council, will have flexibility in the types of financing tools available to it to pursue general economic and industrial development goals **guided by the following examples**: unsecured loans, mortgages or secured financial instruments, equity positions, equipment and building purchase and lease-back, interest buy-downs, grants, and other financing vehicles as may be necessary and appropriate. **All methods of financing which are utilized must be supported by vetted and verified applicant financials, business plan, and clearly measurable performance benchmarks.**

Members will be appointed to retain expertise on the Committee in the following areas:

<b>Number</b>	<b>Expertise/Profession/Background</b>
1	Professional
2	Labor
1	Business
1	Trade Area
2	Finance

No officer, director, member, or employee of the MAGIC Fund Screening Committee, Minot Area Development Corporation (MADC), or City of Minot, may have an ownership position or **financial interest** in a business funded by the MAGIC Fund. Funding will not be considered until 12 months after an applicant's disqualification under this paragraph terminates.

The MAGIC Fund Screening Committee will make an annual written report to the City Council, which the Council may choose to be supplemented or superseded by a report prepared by an independent private consultant. The chairperson of the Committee will make an oral report to the Council and answer questions from both the Council and the public. The oral report will be made concurrent with the public release of the written report. The annual report shall include:

- (1) Independent financial accounting for all tax money spent during the reporting period from the jobs development portion of the 40-percent "first penny" tax, by category of spending. This portion of the report will include MAGIC Fund balance information as of the report closing date.
- (2) An assessment of the performance of the current jobs development/retention contracts, utilizing the "Project Tracking" guidance found in this policy.
- (3) An assessment of the performance of the current contracts for all supporting services paid for by the 40-percent "first penny" tax revenue.
- (4) A listing of all applications that were not approved.

- (5) An assessment of the financial and management health of the MAGIC Fund, to include matters that are recommended for policy change and/or need redefinition.

## **APPLICATION PROCESSES**

The MAGIC Fund Screening Committee will develop application procedures and administrative processes that are comprehensive enough to protect the community interests, **assuring prudent and accountable use of all funds**, but are streamlined enough so as not to discourage potential applicants from seeking financial assistance.

Applicants will be required to submit an application **which must include a complete business plan, financial statements (if an existing concern), and identification of all sources of funds for the proposed project**. If the Screening Committee believes that the application has merit, it may negotiate financial terms with the applicant **to include performance and measurable benchmark standards**. The committee may contract for professional advice/services to assist in its deliberations, **in addition to MADC which by contract with the city of Minot shall provide specified services and support to the Screening Committee**. Any such procurements should follow the city's procurement policies and procedures.

At least one representative of the company **with authority to represent the company** applying for funding must present the application to the MAGIC Fund Screening Committee and respond to questions about the company and its job creation/retention, **expansion/retention, and/or related plans**. All applications and attendant paperwork must be submitted in sufficient time (according to the schedule adopted annually by the MAGIC Fund Screening Committee) to allow the MAGIC Fund Screening Committee to do its due diligence work.

**Applicants** requesting marketing funding will submit an application, adequately outlining **how the marketing direct supports the goals and purposes of the MAGIC Fund, and others sources of funds to match the requested amount**. Applicants shall also specify the timeline for such use, **measurable outcomes, and intended uses**. An applicant must commit that, when the project is completed, a report will be issued by it to the MAGIC Fund Screening Committee, noting the completion.

MAGIC Fund participation in projects sponsored, supported or initiated by other political subdivisions is authorized **consistent the goals and purposes of the MAGIC Fund**. The MAGIC Fund Screening Committee shall exercise discretion in considering applications for projects outside Ward County. The Committee may jointly participate with other political subdivisions in extending assistance to applicants. With consent of the Committee, a political subdivision may serve as the applicant under these Guidelines.

The City Council will review and grant final approval for all projects that are recommended by the MAGIC Fund Screening Committee. The Committee has authority to disapprove

applications. Applicants denied by the Screening Committee shall have the right to appeal the decision to the City Council but City Council approval such denied application shall require two-thirds vote of full City Council.

Confidentiality shall be observed for information of a personal nature, such as Social Security numbers and the like, both as a statutory obligation and as a matter of policy. Confidentiality of other information (including proprietary information and trade secrets) submitted to the Committee will be provided only upon a clear showing of the need for such confidentiality (giving due regard to the difficulty of proving the need for confidentiality without, at the same time, disclosing the information sought to be kept confidential).

When confidentiality is provided by the City, its obligation in that regard shall be limited to making reasonable good-faith efforts to preserve such confidentiality under the applicable North Dakota open meetings and open records laws (including, when permissible, the return of all copies of such information to the person who, or the entity which, submitted it). No absolute or unconditional guarantee of confidentiality will be made.

In cases when confidentiality has been provided, it is the desire of the City Council that there be a sufficient interval between the Committee “going public” on its recommendation and the Council acting on such recommendation, so as to allow meaningful time for the public to digest and comment upon the recommendation. However, the Committee may recommend to the Council that such interval be foreshortened or telescoped upon a finding of the Committee that:

- (1) the proposed project seems reasonably likely to generate more than one hundred full-time, desirable jobs;
- (2) the company involved in the project is a publicly traded company listed on the New York Stock Exchange or the NASDAQ Exchange, which has a history of successful operation and for which there is a consensus of stock analysts of “hold” or better; and
- (3) such company provides a cogent written explanation to the MAGIC Fund Screening Committee of the need for expedited Council action after the Committee goes public, which explanation shall be made public at the same time as the Committee recommendation is made public.

## **APPLICATION REVIEW GUIDANCE**

The following guidelines are intended to serve as a source of general guidance for Committee members in the administration of this program. It is important to note that the economic development needs of the area are such that a large degree of procedural flexibility is necessary to capitalize on windows of opportunity. In that context, administration of the MAGIC Fund must be dynamic enough to insure that the monies made available by this tax are prudently applied to the economic development needs of the area **consistent with the guidelines and policies of the MAGIC Fund and policy guidance established and regularly updated by the City Council.**

The acid test of the value of an application will be the relative positive “impact mix” of the business on the economy of the region. “Impact mix” is defined in general terms as the number of jobs created or saved; quality of those jobs in terms of salary/benefit levels and the expected length of time the job will be viable; expansion of the tax base; financial mix—to include the appropriate level of owner’s equity required to make the venture successful; organizational growth potential of the venture; environmental impact; uses of regional materials in the production process; the amount of third-party participation in the venture; and the amount of primary money generated by the project. The Committee will look for these factors in determining the relative worth of an applicant’s venture to the economy of our region **consistent with the uses defined and allowed with the MAGIC Fund.**

**Regardless of the factors ultimately determined to be the basis by the Screening Committee in recommending financing for an Applicant, there must be clear, measurable performance benchmarks which can be used to regularly monitor compliance and performance.**

The ratio of public-supported funding versus private-supported funding on each project should be carefully scrutinized so that the MAGIC Fund does not take a disproportionate equity position in any particular project. **MAGIC Fund cannot contribute more than 50% of all costs for a project or activity contained in an application, and all funds projected for the project and activity must be documented and verifiable. If an applicant can demonstrate through a justifiable business plan with clear minimum five-year growth projections that it needs a higher than 50% contribution of MAGIC Fund participation to assure project feasibility, then consideration can be given by the Screening Committee.**

Interest rates need not be fixed but, rather, may be based upon the relative risk involved, the desirability of the project to the area, and the immediate and long-term growth potential of the business. It is important that, to the greatest extent possible, financial packages be tailored to meet the needs of the applicant, **balanced with protecting the integrity and sustainability of the MAGIC Fund as well as clearly carrying out the intent and purposes of the Fund.** Repayment schedules that provide a significant increase in the probability of project success may be considered, provided that the economic development potential of such arrangement justifies the non-traditional repayment arrangement.

Projects that call for expenditures by the MAGIC Fund to be made over a period of time, and then conditioned upon certain performance benchmarks being reached by the project, are to be preferred over projects that make heavy “up front” expenditure demands. Any project that is heavily front-ended must demonstrate offsetting desirable features not found in the average project. **Any project involving front-ended distribution of the MAGIC Fund share prior to Applicant’s contribution shall require Applicant guarantees offering reasoned and reasonable repayment of the MAGIC Fund contribution should all obligations not be met, and three years of certified, audited financial statements from the Applicant in the immediate three years prior to date of Application.**

## **PROJECT TRACKING AND CONTRACTS**

The MAGIC Fund Screening Committee will institute project-tracking procedures for each project approved. The procedures for tracking will provide periodic feedback from the company receiving job creation/retention funding on the status of business operations. Establishing the specific frequency, content, and manner of presentation of these reports will be under the direct control of the contract committee, which will assure that the project tracking and reporting requirements are established prior to loan disbursement and be made enforceable by means of a written development contract between the City and the fund recipient.

A contract committee of four, consisting of a City Council representative, a City Finance representative, a MAGIC Fund Screening Committee representative, and a service provider representing the project, with the assistance of legal counsel, will structure each development contract and forward it to the City Council concurrent with the project being recommended for approval by the MAGIC Fund Screening Committee.

In reference to contracts with consultants and service providers, there should be expectations and performance standards built into the contract. The return from the service providers and consultants should be proportionate to the money they receive. An annual independent contract audit on the use of these funds will be required as part of the contract.

To the extent appropriate under the circumstances of a particular project, its development contract shall call for the provision of detailed receipts and invoices as a precondition of the expenditure of funds by the City pursuant to the contract.

The contract shall provide for suitable collateral or security to protect the City’s interests and, in addition (or when necessary in lieu thereof), “pull-back” provisions. Development contracts should prescribe specific reporting requirements to be met by the grantee, including at a minimum:

- (1) The total annual salary paid out by the company in terms of job categories, such as executives, managers, supervisors, and line employees. See section C, Operating Procedures, for format.
- (2) Number of employees receiving benefits, type of benefits provided, and dollar value of benefits. Examples include health insurance, life insurance, pensions, vacations, sick leave, etc.
- (3) Value of annual goods and services purchased in the Minot trade area.
- (4) Benevolent activities, including volunteer hours of employees and services provided to the community.

Each project file should maintain a checklist that corresponds to the contract requirements to ensure all documentation is current and complete.

At the discretion of the City Council, an independent contractor shall review employment records at the company site and sign an affidavit of verification.