



Public Works & Safety Committee

Wednesday, April 26, 2017 – 4:15 p.m.

City Council Chambers

1. RECLASSIFICATION OF SANITATION EMPLOYEES

In 2016 the City Council approved transitioning to automated garbage collection in 2017. Budget discussions on this change in sanitation included the City's intent to downsize personnel in the garbage collection department, and Council's concern at terminating employees when the need arose. At that time, the Sanitation/Landfill Superintendent and Human Resource Director indicated their intention to transfer eligible employees to other departments with open positions, and leave future vacated positions unfilled in garbage collection, rather than terminating employees due to the impending changes.

It is recommended the Committee and Council approve the reclassification of Sanitation employees due to the impending automation of garbage collection.

Documents:

[MEMO RECLASSIFYING SANITATION DEPARTMENT.PDF](#)

2. REQUEST FOR PERMANENT ENCROACHMENT WITHIN CITY RIGHT-OF-WAY FOR 501 31ST AVE SW- ASPHALT PAVEMENT IN THE BOULEVARD

A request has been received for an encroachment permit to allow asphalt pavement to be placed in the boulevard and encroach approximately 28.5 feet into the City right-of-way.

It is recommended the Committee and Council approve the encroachment within City right-of-way for 501 31st Ave SW for asphalt pavement in the boulevard, with the following conditions:

1. That the Owner signing the permit agrees that the costs of maintenance and replacement be his responsibility.
2. That the City Attorney prepare the encroachment permit agreement, including language to protect the City from liability.
3. That the City Council retains the right to revoke the encroachment permit if it becomes necessary for any reason.
4. That the property owner pays a \$100 processing fee.

Documents:

[501 31ST AVENUE SW ENCROACHMENT MEMO.PDF](#)

3. ESTABLISHMENT OF SANITARY SEWER CONNECTION FEES FOR FLICKERTAIL 2ND ADDITION DEVELOPMENT (3872.1)

It is recommended the Committee and Council establish sewer connection fees at \$0.12/square foot for the following parcels:

1. Lot 1 Flickertail 2nd Addition
2. Lot 2 Flickertail 2nd Addition
3. Flickertail Addition
4. Outlot 2, S 36, T 156, R 83N
5. Portion of SW ¼, S 36, T 156, R 83N
6. Outlot 3, 5, 6 & 21, S 36, T 156, R 83N

Documents:

[3872.1 - SANITARY SEWER CONNECTION FEE MEMO.PDF](#)

4. ESTABLISHMENT OF SANITARY SEWER CONNECTION FEES FOR MINOT PRAIRIE INDUSTRIAL PARK

2ND ADDITION DEVELOPMENT (4098)

It is recommended the Committee and Council Establish connection fees at \$0.09/square foot for the following parcels in and around the Minot Prairie Industrial Park 2nd Addition (MPIP 2nd):

1. **Block 1 – Lot 1 (MPIP)**
2. **Block 1 – Lot 2 (MPIP)**
3. **Block 1 – Lot 1 (MPIP 2nd)**
4. **Block 2 – Lot 1 (MPIP 2nd)**
5. **Block 2 – Lot 2 (MPIP 2nd)**
6. **Block 2 – Lot 3 (MPIP 2nd)**
7. **Block 2 – Lot 4 (MPIP 2nd)**
8. **Dawn to Dusk Addition Lot 2, S 22, T 155, R 82N**
9. **Sublot C & Sublot B of Outlot 1 of NWSW, S 23, T 155, R 82N**
10. **Zablotney Owned Parcel (S2 NE NW LESS R-W, 23-155-82)**
11. **Outlot 10 & 9 S 23, T 155, R 82N**

Documents:

[4098 - SANITARY SEWER CONNECTION FEE MEMO.PDF](#)

5. **REQUEST TO DONATE 2002 SPECIAL OPERATIONS TRAILER TO MINOT RURAL FIRE DEPARTMENT**
The Minot Fire Department is requesting approval to donate a 2002 Special Operations Trailer to the Minot Rural Fire Department. This trailer has not been used since the department procured a Hazardous Materials Truck in 2011 through the use of State Homeland Security funding for regional response. The City has no other use for this trailer within the department and it does not meet any other department's needs.

It is recommended the Committee and Council authorize the Fire Chief to donate a 2002 Special Operations Trailer to the Minot Rural Fire Department.

Documents:

[HAZ-MAT TRAILER DONATION TO MINOT RURAL.DOCX](#)

6. **HVAC AND PLUMBING PERMIT FEES**
In 2012, a budget ordinance was passed amending the permit fees for mechanical and plumbing permits to offset an increase in inspection costs for the City. A correction is needed to update those permit fees which affect projects that have valuations for plumbing and mechanical costs greater than \$20,000.

It is recommended the Committee and Council pass an ordinance on first reading amending the City of Minot Code of Ordinances Section 26-3 (a)(1) and (b) and (c) relating to fees for mechanical and plumbing permits.

Documents:

[HVAC AND PLUMBING PERMITS MEMO.PDF](#)

7. **MOUSE RIVER ENHANCED FLOOR PROTECTION PROJECT- UTILITY RELOCATION AGREEMENTS (3529)**
Major utility relocations are required for the MREFPP. The Souris River Joint Board (SRJB) has agreed to provide compensation to the franchise utilities for relocating their facilities. In order to do this, the City must modify the franchise agreements in ordinance to allow the SRJB the authority to relocate them, as well as provide compensation for relocation as the City does not provide relocation costs for utilities in the city right-of-way.

It is recommended the Committee and Council:

1. **approve addendum 2 with the SRJB for utility relocations associated with the MREFPP;**
2. **pass an ordinance on first reading modifying the franchise agreements to permit the SRJB to direct relocations of the utilities but only after receiving written approval from the City Engineer or Public Works Director;**
3. **Authorize the Mayor the sign addendum 2 relating to SRJB relocations.**

Documents:

[MEMO- 3529.PDF](#)

8. **BUILDING RELOCATION- 3520 30TH ST NW**
It is recommended the Committee and Council approve the relocation of an accessory building from 306 Maple Street to 3520 30th St NW, subject to the following conditions:

1. **A ten-thousand dollar completion bond must be posted with the City of Minot prior to issuance of any permits for this work.**

2. An approved approach permit assigned to 3520 30th St NW issued by Harrison Township.
3. Building permits for all proposed construction.
4. An approved foundation design in compliance with City of Minot building codes.
5. If required: plumbing, electrical and HVAC systems must be brought into compliance with current code requirements of the City of Minot.
6. All work at the new location must be in compliance with City of Minot building codes and zoning ordinances.
7. The exterior of the structure must be one consistent color or scheme of colors after relocation.
8. Applicant must obtain all necessary permits, and coordinate all relocation activities with public utilities and traffic authorities.
9. The property must be provided with proper site drainage and must be landscaped in a manner similar to surrounding properties.

Documents:

[SCHAFFER MOVE.PDF](#)
[MEMO- BUILDING RELOCATION.PDF](#)

9. SUNDRE RAW WATER LINE RE-ROUTE (4195)- ENGINEERING AMENDMENT

A large portion of the existing fiberglass Sundre raw water line, that brings water from the sundre well field SE of Minot to the Water Plant, will need to be relocated for the flood protection project. After reviewing the costs for the relocation, staff believes there are benefits to re-routing the sundre line and tying into the NAWS line.

It is recommended the Committee and Council:

1. **Approve the Construction Engineering Agreement with Houston Engineering to re-route the Sundre Raw Water Line;**
2. **Authorize the Mayor to sign the agreement.**

Documents:

[4195 ENGINEERING AGREEMENT.PDF](#)
[4195 MEMO ENGINEERING AGREEMENT.PDF](#)

10. 30TH AVE NE GRAVITY SEWER (PROJECT NUMBER 3490.5)

1. **Due to the timing of the bid opening, a tabulation will not be available before the Committee meets. Bids for this project will be opened on May 1, 2017. A full tabulation and recommendation will be available at the City Council meeting on May 1, 2017.**

Documents:

[3490.5 - NE SEWER - AWARD MEMO.PDF](#)

11. ORDINANCES ON SECOND READING

The following ordinances need to be considered on second reading:

1. **Ordinance No. 5122- Rezone Bluff Point Estates, Lots 1-33 from AG to RM with a PUD Overlay**
2. **Ordinance No. 5123- Annex Bluff Point Estates, Lots 1-33 and adjacent 13th St SE & 37th Ave SE Right-of-Way into City Limits**
3. **Ordinance No. 5183- Amending the 2016 Annual Budget- MREFPP**

Documents:

[5183- 2016 BA - MREFPP OVER BUDGET.PDF](#)



TO: Mayor Chuck Barney
Members of the City Council

FROM: Lisa Jundt, Human Resource Director

DATE: April 17, 2017

SUBJECT: RECLASSIFICATION OF SANITATION EMPLOYEES

I. RECOMMENDED ACTION

1. Recommend approval of the reclassification of Sanitation employees due to the impending automation of garbage collection.

II. DEPARTMENT CONTACT PERSONS

Lisa Jundt, Human Resource Director 857-4753

III. DESCRIPTION

A. Background

In 2016 the City Council approved transitioning to automated garbage collection in 2017. Budget discussions on this change in sanitation included the City's intent to downsize personnel in the garbage collection department, and Council's concern at terminating employees when the need arose. At that time, the Sanitation/Landfill Superintendent and Human Resource Director indicated their intention to transfer eligible employees to other departments with open positions, and leave future vacated positions unfilled in garbage collection, rather than terminating employees due to the impending changes. Since December of 2016 the garbage collection department has decreased in size by five (5) FTE employees due to attrition from resignations and one (1) retirement. This leaves only four (4) FTE employees who will need to be transferred to other departments or terminated as a last resort.

The new automated garbage collection trucks are scheduled to arrive in mid-May to begin the process. Operation of these vehicles will require initial training for personnel, to be prepared for automated collection which is set to begin in July 2017. As such, the Human Resource Director and Sanitation/Landfill Superintendent, have reviewed other municipalities in North Dakota with automated collection, to devise a plan for City of Minot's garbage collection personnel moving forward. Review of the results shows a streamlined approach to garbage collection personnel with the onset of automation. Research found most municipalities having eliminated laborer positions entirely, and staffing only heavy equipment operators due to the complexity of the new vehicles. This is the type of

plan the City of Minot is proposing. It will result in a reclassification and reduction of staffing numbers from the current six (6) medium/light equipment operators, twelve (12) laborers and one (1) foreman to nine (9) heavy equipment operators and one (1) foreman.

Proposed Project

The City of Minot Personnel Code allows for the reclassification of personnel during the course of the year provided the request has first been approved by the Civil Service Commission. The Human Resource Director proposes to reclassify the current two (2) medium equipment operators and three (3) light equipment operators to heavy equipment operators as of May 15, 2017. This will be an automatic reclassification without need for testing for those five (5) individuals who are already driving vehicles, and are familiar with the current garbage collection routes and procedures. The other eligible individuals in the department, will have the opportunity to test for the four (4) remaining heavy equipment operator positions, or apply for other open positions within the City. The electronic Civil Service Commission meeting addressing this proposal has been scheduled for April 25, 2017 at 10:00 a.m.

IV. IMPACT:

A. Strategic Impact:

Streamlined personnel in the garbage collection department aligns with the potential future strategy for the City to move to curbside recycling. .

B. Service/Delivery Impact:

Automated garbage collection will provide efficient overall service to the citizens of Minot and will maintain a clean appearance of properties during garbage collection. Reduction of staff will ultimately reduce funds needed for staffing in this area.

C. Fiscal Impact:

All funds have been previously approved in the 2017 Budget.

Project Costs

Current savings from unfilled positions	(\$197,002)
Potential reclassification salary increases	<u>62,500</u>
Approximate Salary Savings 2017	(\$134,502)

Project Funding

130-5600-504.01-10

V. ALTERNATIVES

N/A

VI. TIME CONSTRAINTS

Automated garbage equipment is scheduled to arrive in mid-May and staffing specifics must be in place by that time to allow for the initial training of personnel.

VII. LIST OF ATTACHMENTS

None



TO: Mayor Chuck Barney
Members of the City Council

FROM: Jacqueline Melcher, Assistant City Engineer

DATE: April 18, 2017

SUBJECT: REQUEST FOR PERMANENT ENCROACHMENT WITHIN CITY RIGHT-OF-WAY FOR 501 31ST AVENUE SW – ASPHALT PAVEMENT IN THE BOULEVARD

I. RECOMMENDED ACTION

1. Recommend the City Council approve the encroachment of asphalt pavement in the boulevard with the following conditions:
 1. That the Owner signing the permit agrees that the costs of maintenance and replacement be his responsibility.
 2. That the City Attorney prepare the encroachment permit agreement, including language to protect the City from liability.
 3. That the City Council retains the right to revoke the encroachment permit if it becomes necessary for any reason.
 4. That the property owner pays a \$100 processing fee.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

A request has been received for an encroachment permit to allow asphalt pavement to be placed in the boulevard and encroach approximately 28.5 feet into the City right-of-way.

IV. IMPACT:

Fiscal Impact: There is no fiscal impact for the City

V. ALTERNATIVES

N/A

VI. TIME CONSTRAINTS

N/A

V. LIST OF ATTACHMENTS

- A. Encroachment Exhibit

**PROPOSED ENCROACHMENT PERMIT FOR
501 31ST AVE SW**

ENCROACHMENT BEING ADJACENT TO PRAIRIE GREEN ADDITION, LOT 32
CITY OF MINOT, NORTH DAKOTA



MAP CREATED APRIL 18, 2017



TO: Mayor Chuck Barney
Members of the City Council

FROM: Jacqueline Melcher, Assistant City Engineer

DATE: April 18, 2017

**SUBJECT: ESTABLISHMENT OF SANITARY SEWER CONNECTION FEES FOR
FLICKERTAIL 2ND ADDITION DEVELOPMENT (3872.1)**

I. RECOMMENDED ACTION

Recommend that sewer connection fees be established at \$0.12/square foot for the following parcels:

1. Lot 1 Flickertail 2nd Addition
2. Lot 2 Flickertail 2nd Addition
3. Flickertail Addition
4. Outlot 2, S 36, T 156, R 83N
5. Portion of SW ¼, S 36, T 156, R 83N
6. Outlot 3, 5, 6 & 21, S 36, T 156, R 83N

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background



Flickertail 2nd Addition is located in the northeast corner of the intersection of County Road 10A and US Highway 83. This property was subdivided to accommodate industrial growth. The Developer installed a sanitary sewer lift station and force main to accommodate lots for future development.

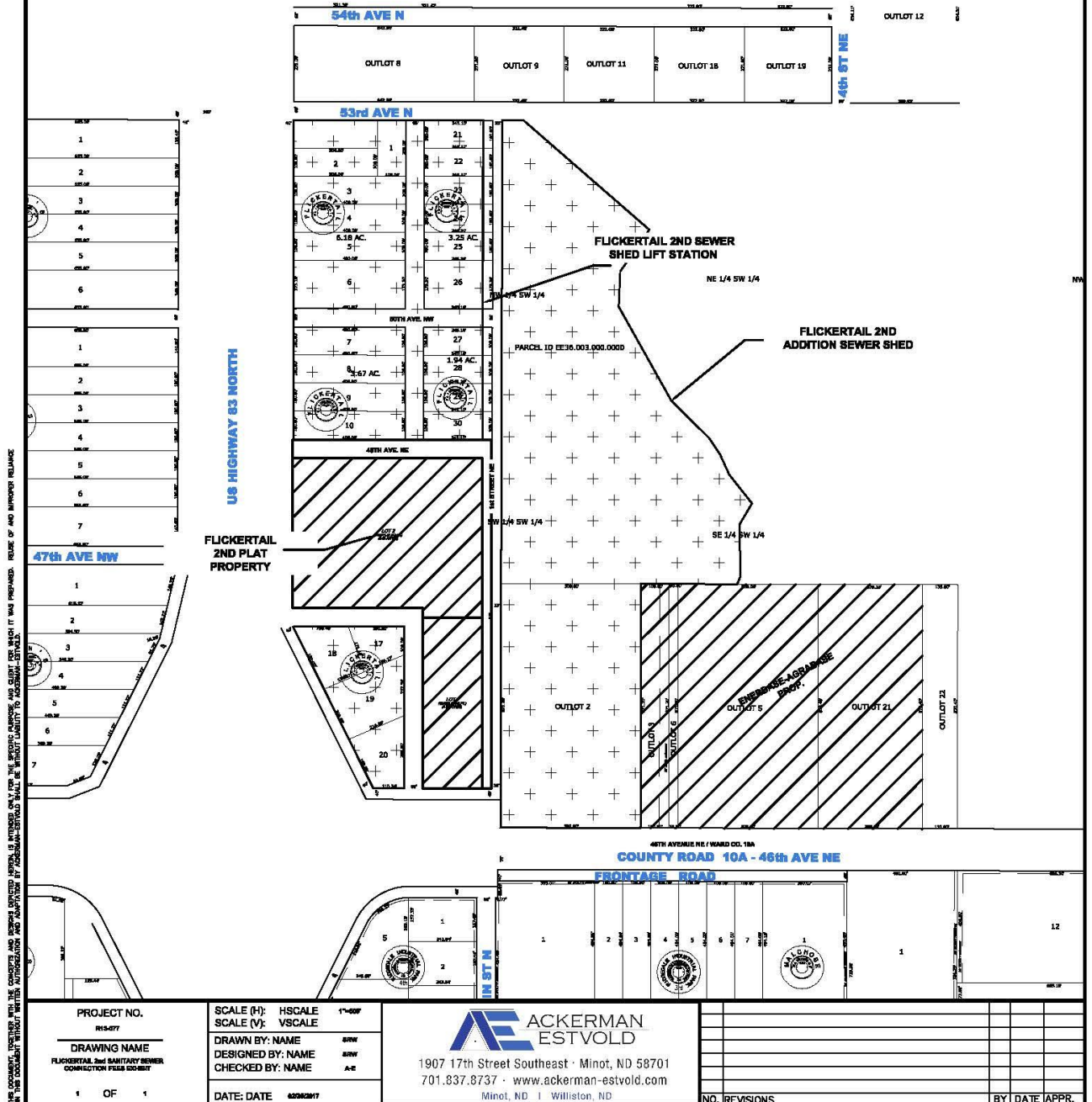
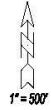
It is standard practice that connection fee charges be established by the City Council for benefiting parcels beyond the subdivision. This project will benefit 81.50 acres from the installed infrastructure. The cost to construct the sanitary sewer force main and lift station was \$424,340.00, which would establish a connection fee of \$0.12/square foot. The fee would be paid to the Developer as the surrounding properties develop. This fee will be in addition to the City's trunk sanitary sewer connection fees.

IV. LIST OF ATTACHMENTS

- A. Flickertail 2nd Addition Sewer Service Areas Exhibit
- B. Flickertail 2nd Off-Site Contributing Areas Sewer Connection Fees
- C. Flickertail 2nd Addition Lift Station and Force Main Cost Breakdown

FLICKERTAIL 2ND ADDITION SEWER SERVICE AREAS EXHIBIT

FLICKERTAIL 2ND ON-SITE SERVICE AREA		31.55 ACRES
FLICKERTAIL 2ND OFF-SITE SERVICE AREA (ROW EXCLUDED)		49.95 ACRES
PROPOSED DEVELOPMENT CONTRIBUTING AREA		81.50 ACRES



THIS DOCUMENT, WHEN USED WITH THE CONCEPT AND DESIGN SERVICES AGREEMENT, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND SCOPE OF THE PROJECT. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE. NO WARRANTY IS MADE BY ACKERMAN-ESTVOLD FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE USER OF THIS DOCUMENT SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND FOR OBTAINING NECESSARY SURVEY DATA. ACKERMAN-ESTVOLD SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

PROJECT NO. R15-077	SCALE (H): HSCALE SCALE (V): VSCALE 1"=500'	 ACKERMAN-ESTVOLD 1907 17th Street Southeast · Minot, ND 58701 701.837.8737 · www.ackerman-estvold.com Minot, ND 1 Williston, ND	NO. REVISIONS		BY DATE APPR.	
DRAWING NAME FLICKERTAIL 2ND SANITARY SEWER CONNECTION FEES EXHIBIT	DRAWN BY: NAME DESIGNED BY: NAME CHECKED BY: NAME					
1 OF 1	DATE: DATE 6/29/2017					

FLICKERTAIL 2ND

CONTRIBUTING AREAS SEWER CONNECTION FEES

03.29.2017

SHARED SANITARY INFRASTRUCTURE COST

\$ 424,340.00

(From Final Pay Application date Oct. 5th, 2014)

(Lift Station / Forcemain)

AREAS SERVED BY SYSTEM

Lot 1 Flickertail 2nd Addition	2.97
Lot 2 Flickertail 2nd Addition	8.48
Flickertail Addition	18.35
Outlot 2	10.00
PORTION OF SW1/4 (PARCEL ID EE36.003.000.0000)	21.60
Outlot 3, 5, 6, & 21	20.10
	<u>81.50 ACRES</u>

PRO-RATA SHARE

\$ 5,206.63 PER ACRE

\$ 0.12 PER SQUARE FOOT

<u>Item</u>	<u>QTY</u>	<u>Unit Price</u>	<u>Total Price</u>
4" PVC FM	2140	\$ 34	\$ 72,760
4" tee w/ plug	1	\$ 810	\$ 810
4" GV & Box	1	\$ 1,250	\$ 1,250
4" 45 deg bend	3	\$ 650	\$ 1,950
4" 90 deg bend	2	\$ 660	\$ 1,320
Connect FM	1	\$ 4,800	\$ 4,800
10" Steel Casing	140	\$ 230	\$ 32,200
96" RCP LS WW	1	\$ 184,300	\$ 184,300
72" VV	1	\$ 22,450	\$ 22,450
LS Pump	1	\$ 44,000	\$ 44,000
LS Controls	1	\$ 58,500	\$ 58,500
		Total	\$ 424,340



TO: Mayor Chuck Barney
Members of the City Council

FROM: Jacqueline Melcher, Assistant City Engineer

DATE: April 18, 2017

SUBJECT: **ESTABLISHMENT OF SANITARY SEWER CONNECTION FEES FOR MINOT PRAIRIE INDUSTRIAL PARK 2ND ADDITION DEVELOPMENT (4098)**

I. RECOMMENDED ACTION

Recommend that sewer connection fees be established at \$0.09/square foot for the following parcels in and around the Minot Prairie Industrial Park (MPIP) and Minot Prairie Industrial Park 2nd Addition (MPIP 2nd):

1. Block 1 – Lot 1 (MPIP)
2. Block 1 – Lot 2 (MPIP)
3. Block 1 – Lot 1 (MPIP 2nd)
4. Block 2 – Lot 1 (MPIP 2nd)
5. Block 2 – Lot 2 (MPIP 2nd)
6. Block 2 – Lot 3 (MPIP 2nd)
7. Block 2 – Lot 4 (MPIP 2nd)
8. Dawn to Dusk Addition Lot 2, S 22, T 155, R 82N
9. Sublot C & Sublot B of Outlot 1 of NWSW, S 23, T 155, R 82N
10. Zablotney Owned Parcel (S2 NE NW LESS R-W, 23-155-82)
11. Outlot 10 & 9 S 23, T 155, R 82N

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

Minot Prairie Industrial Park 2nd Addition is located in the northeast corner of the intersection of Highway 2 East and 72nd Street SE. This property was subdivided to accommodate industrial growth. The Developer installed a sanitary sewer lift station and force main to accommodate lots for future development.

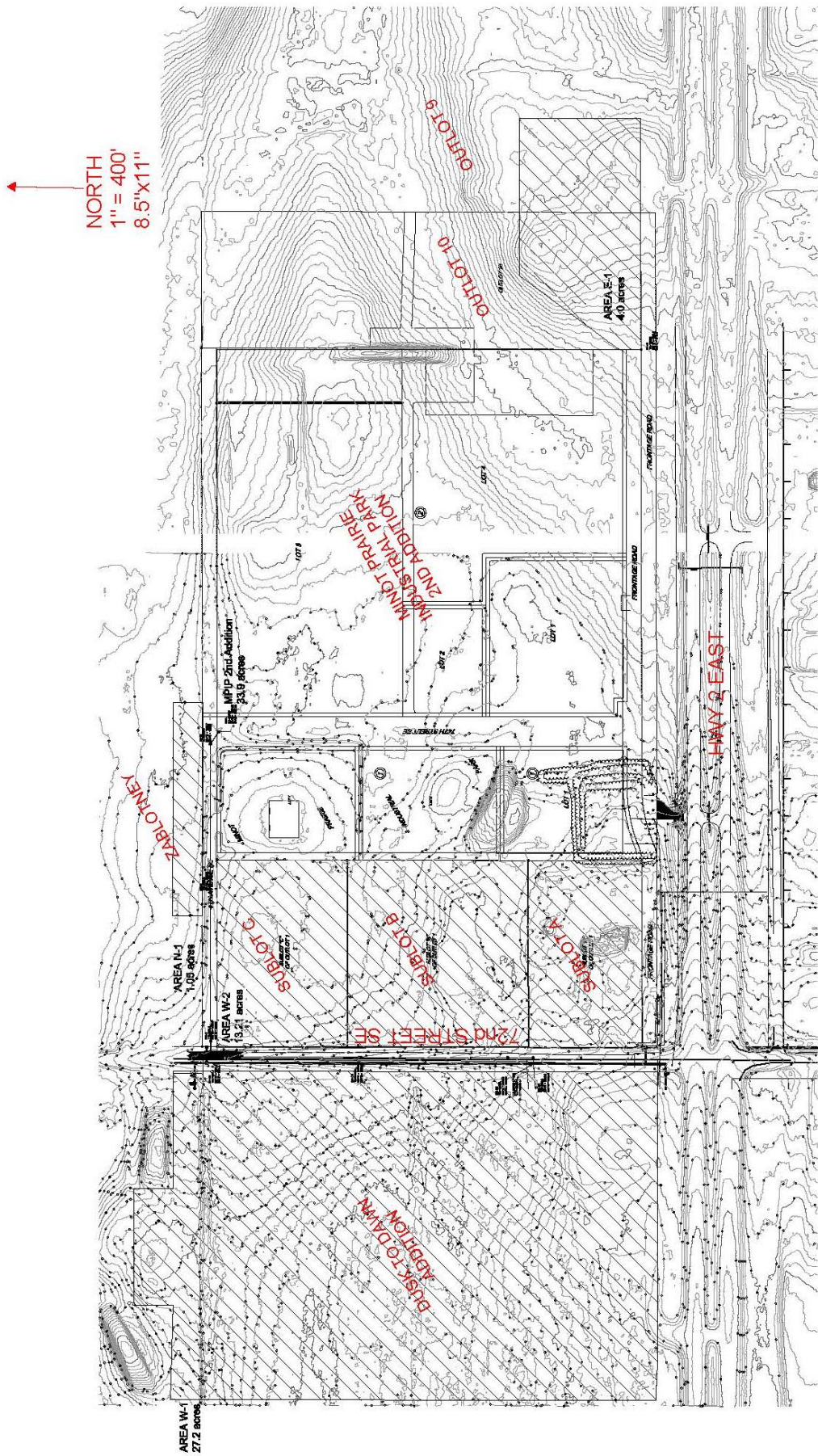
It is standard practice that connection fee charges be established by the City Council for benefiting parcels beyond the subdivision. This project will benefit 79.35 acres from the installed infrastructure. The cost to construct the sanitary sewer force main and lift station was \$305,500.00, which would establish a connection fee of \$0.09/square foot. The fee

would be paid to the Developer as the surrounding properties develop. This fee will be in addition to the City's trunk sanitary sewer connection fees.

IV. LIST OF ATTACHMENTS

- A. Minot Prairie Industrial Park 2nd Addition Sanitary Sewer Connection Fees Contributing Sewer Flow Areas
- B. On-Site Contributing Generated Flow Areas for Minot Industrial Park 2nd Addition
- C. Off-Site Contributing Generated Flow Areas for Minot Industrial Park 2nd Addition
- D. Minot Prairie Industrial Park Sewer Connection Fee Calculations
- E. Minot Prairie Industrial Park Sewer Connection Fee Cost

MPIP 2ND ADDITION SANITARY SEWER CONNECTION FEES CONTRIBUTING SEWER FLOW AREAS



ON-SITE CONTRIBUTING GENERATED FLOWS BASED ON AREA FOR MINOT PRAIRIE INDUSTRIAL PARK 2ND ADDITION
Revised 08-01-2016

LOAD BASIS (per City of Minot)

1050 gallons per day per acre

CONTRIBUTING AREA	Plat	AREA (acres)	LOAD gpd	gpm
BLOCK 1-LOT 1	MPIP	2.67	2,804	1.9
BLOCK 1- LOT 2	MPIP	2.68	2,814	2.0
BLOCK 1- LOT 1	MPIP 2nd	2.48	2,604	1.8
BLOCK 2- LOT 1	MPIP 2nd	3.73	3,917	2.7
BLOCK 2- LOT 2	MPIP 2nd	1.55	1,628	1.1
BLOCK 2 - LOT 3	MPIP 2nd	9.70	10,185	7.1
BLOCK 2 - LOT 4	MPIP 2nd	<u>11.02</u>	<u>11,571</u>	<u>8.0</u>
	TOTAL	33.83	35,522	24.7

OFF-SITE CONTRIBUTING GENERATED FLOWS BASED ON AREA FOR MINOT PRAIRIE INDUSTRIAL PARK 2nd ADDITION
Revised 08-01-2016


LOAD BASIS (per City of Minot)

1050 gallons per day per acre

CONTRIBUTING AREA		AREA (acres)	LOAD gpd	gpm
DAWN TO DUSK ADD	W-1	27.2	28,560	19.8
SUBLOT C, SUBLOT B, OUTLOT	W-2	13.2	13,860	9.6
ZABLOTNEY	N-1	1.1	1,103	0.8
OUTLOT 9 &10	E-1	<u>4.0</u>	<u>4,200</u>	<u>2.9</u>
TOTAL		45.45	47,723	33.1

MPIP OFF-SITE CONTRIBUTING AREAS SEWER CONNECTION FEES
Revised 08-01-2016

SHARED SANITARY INFRASTRUCTURE	\$ 305,500.00	(reference engineer's estimate)
TOTAL AREA SERVED BY SHARED SYSTEM	79.35 ACRES	
PRO-RATA	\$ 3,850.03 PER ACRE	
	0.09 PER SQUARE FOOT	

PROBABLE COSTS			
CLIENT	1492, Inc.	PROJECT NO.	PAGE
PROJECT	Minot Prairie Industrial Park 2nd Addition	14-111	1 OF 1
SUBJECT	Off-Site Sewer Connection Fees	PREPARED BY	FILE NO.
		SRW	Off-Site Sewer
		CHECKED BY	DATE
		A-E	August 28, 2016

Unit Costs Per Steen Construction Bid Costs

Date:					
Item	Description	Qty.	Unit	Per Unit	Total
Sewer Items					
	Connect to Existing Sewer	1	EA	\$2,200.00	\$2,200.00
	4" Force Main	970	LF	\$30.00	\$29,100.00
	4" DI Bends	4	EA	\$800.00	\$3,200.00
	Lift Station & Valve Pit Complete	1	EA	\$271,000.00	\$271,000.00
	SubTotal				\$305,500.00
TOTAL ESTIMATED COSTS					\$305,500.00

Since the Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, his opinion of probable Project cost and Construction Costs provided herein are made on the basis of his experience and qualifications and represent his best judgment as an experienced and qualified professional engineer, familiar with the construction industry. The Engineer cannot and does not guarantee nor warranty, expressed or implied, that proposals, bid, or actual Project or Construction Costs will not vary from opinions of probable cost prepared by him.

COMMITTEE/COUNCIL AGENDA REQUEST FORM

☐ Airport ☐ Finance & Improvements ☒ Public Works & Safety ☐ Liquor/Gambling

Hearings/Publications Required? _____ If Yes, give date(s): _____

Prepared By/Department: Minot Fire Department	
Agenda Item Title: Request to donate 2002 Special Operations trailer to Minot Rural Fire Department	
<p>The Minot Fire Department is requesting approval to donate a 2002 Special Operations Trailer to the Minot Rural Fire Department. This trailer has not been used since the department procured a Hazardous Materials Truck in 2011 through the use of State Homeland Security funding for regional response. The City has no other use for this trailer within the department and it does not meet any other department's needs. The Minot Rural Fire Department has expressed interest in this trailer and they are the primary supporting agency for the City of Minot.</p> <p>This trailer was obtained through a grant from the State of North Dakota Department of Emergency Services. All processes have been followed for disposition of the trailer.</p>	
Action Requested by: (Company /or Individual /City Staff) Chief Kelli Flermoen	Telephone: 857-1551
Meeting Notification to: (<i>Name, Mailing Address <u>and</u> E-mail Address</i>)	
For Requests that involve funding, give details, including accounts and budget year involved:	
Bid Award to: Have all bidders been notified of recommendation? No (If answer is no, give details/attach bid tabulation and original bids.)	
All <u>source documents</u>, deeds, agreements, contracts, proposed ordinances or resolutions, etc., related to this request should be attached. If not attached, give details (Who is preparing, when will document be available, contact information.)	

DEPT HEAD APPROVAL: _____ **CITY MANAGER APPROVAL:** _____

TO: Tom Barry, City Manager
FROM: Mitch Flanagan, Building Official *wr*
DATE: 3-17-2017
RE: HVAC and Plumbing Permits

In 2012 Budget Ordinance No. 4617 was adopted due to an increase in inspection costs for mechanical and plumbing permits, allowing an offset for those costs to the City. This ordinance valuation currently reads for mechanical and plumbing permits:

Valuation Range	Permit Fee
\$ 0— 1,000	\$ 30.00
1,001— 2,500	50.00
2,501— 5,000	65.00
5,001— 10,000	80.00
10,001— 20,000	95.00
20,001— 40,000	110.00
40,001— 60,000	135.00
60,001— 80,000	175.00
80,001—100,000	210.00
100,001—200,000	275.00
Over 200,000, per \$1,000	1.75

It is recommended that the following highlighted corrections be included into Ordinance No. 4617. There only affect will be to projects that have valuations for plumbing or mechanical costs greater than \$20,000 (permit fee \$120.00). Staff understood that the highlighted valuations were previously in effect.

Valuation Range	Permit Fee
\$ 0— 1,000	\$ 30.00
1,001— 2,500	50.00
2,501— 5,000	65.00
5,001— 10,000	80.00
10,001— 20,000	95.00
20,001— 40,000	120.00
40,001— 60,000	150.00
60,001— 80,000	200.00
80,001— 100,000	245.00
100,001—200,000	315.00
Over 200,000, per \$1,000	2.00



TO: Mayor Chuck Barney
Members of the City Council

FROM: Dan Jonasson, Director of Public Works

DATE: 4-12-2017

SUBJECT: P#3529 – MOUSE RIVER ENHANCED FLOOD PROTECTION PROJECT –
UTILITY RELOCATION AGREEMENTS

I. RECOMMENDED ACTION

1. Recommend approval of the addendum 2 with the SRJB for utility relocations associated with the MREFPP
2. Recommend passing, on first reading, the ordinance modifying the franchise agreements to permit the SRJB to direct relocations of utilities, but only after receiving written approval from the City Engineer or Public Works Director
3. Authorize the Mayor to sign the addendum 2 relating to SRJB utility relocations

II. DEPARTMENT CONTACT PERSONS

Dan Jonasson, Director of Public Works 857-4140

III. DESCRIPTION

A. Background

Major utility relocations are required for the Mouse River Flood Protection project. The Souris River Joint Board, has agreed to provide compensation to the franchise utilities for relocating their facilities. In order to do this, the City of Minot must modify their franchise agreements in ordinance to allow the SRJB the authority to relocate them as well as provide compensation for relocation as the City does not provide relocation costs for utilities in the city right of way. Relocations must be approved by the City Engineer or Public Works director.

IV. IMPACT:

A. Strategic Impact:

This will provide compensation to the utilities for the major relocations that are required for the MREFPP. The SRJB feels this work is above and beyond normal utility relocation requirements and the cost is 65% reimbursable by the State Water Commission.

B. Fiscal Impact:

SRJB is allowing a 50% cost share, of which the State Water Commission will pay 65% of that and the City of Minot as a funding agent for the MREFPP will pay 35% of the 50% cost share.

V. TIME CONSTRAINTS

Council's approval of the recommendation will allow the project to proceed by relocation of the utilities prior to the flood control work beginning.

VI. LIST OF ATTACHMENTS

- A. Proposed Ordinance
- B. SRJB Addendum #2 to agreement with the City of Minot

Approved for Council Agenda:



Date:



ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY OF MINOT CODE OF ORDINANCES APPENDIX B, SUBPARTS I, II, III, AND V TO ADDRESS RELOCATION OF FACILITIES AS REQUIRED FOR CITY OF MINOT FLOOD PROTECTION

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

§1. That Appendix B, Subpart I (Telephone Services), Division 1 (SRT Communications, Inc.), Section 5 (Conditions on street occupancy), Subsection (3) (Relocation due to street vacation or municipal improvement projects) of the Code of Ordinances, City of Minot, North Dakota, is hereby amended by adding a new subsection to be numbered section (3)(a), which subsection shall read as follows:

- (a) *Relocation due to Mouse River Enhanced Flood Protection Project.* For utility relocations necessary as a result of the Mouse River Enhanced Flood Protection Project within the corporate limits of the City, the Souris River Joint Board shall have the ability to direct and approve utility relocations, but only after receiving written approval from the City Engineer or Public Works Director. Any and all expenses relating to relocating utilities pursuant to this subsection shall be paid in accordance with the individual utility company's agreement with the Souris River Joint Board.

§2. That Appendix B, Subpart I (Telephone Services), Division 4 (Northern States Power Company), Section 5 (Conditions on street occupancy), Subsection (3) (Relocation due to street vacation or municipal improvement projects) of the Code of Ordinances, City of Minot, North Dakota, is hereby amended by adding a new subsection to be numbered section (3)(a), which subsection shall read as follows:

- (a) *Relocation due to Mouse River Enhanced Flood Protection Project.* For utility relocations necessary as a result of the Mouse River Enhanced Flood Protection Project within the corporate limits of the City, the Souris River Joint Board shall have the ability to direct and approve utility relocations, but only after receiving written approval from the City Engineer or Public Works Director. Any and all expenses relating to relocating utilities pursuant to this subsection shall be paid in accordance with the individual utility company's agreement with the Souris River Joint Board.

§3. That Appendix B, Subpart I (Telephone Services), Division 5 (Minot Telephone Company), Section 5 (Conditions on street occupancy), Subsection (3) (Relocation due to street vacation or municipal improvement projects) of the Code of Ordinances, City of Minot, North Dakota, is hereby amended by adding a new subsection to be numbered section (3)(a), which subsection shall read as follows:

- (a) *Relocation due to Mouse River Enhanced Flood Protection Project.* For utility relocations necessary as a result of the Mouse River Enhanced Flood Protection Project within the corporate limits of the City, the Souris River Joint Board shall have the ability to direct and approve utility relocations, but only after receiving written approval from the City Engineer or Public Works Director. Any and all expenses relating to relocating utilities pursuant to this subsection shall be paid in accordance with the individual utility company's agreement with the Souris River Joint Board.

§4. That Appendix B, Subpart III (Electricity), Division 2 (Northern States Power Company), Section 4 (Relocations), subsection 4.1 (Relocation of Electric Facilities in Public Ways) of the Code of Ordinances, City of Minot, North Dakota is amended to read as follows:

4.1 *Relocation of Electric Facilities in Public Ways.* If the City determines to vacate a Public Way for a City improvement project, or at City's cost to grade, regrade, or change the line of any Public Way, or construct or reconstruct any City Utility System in any Public Way, it may order Company to relocate its Electric Facilities located therein if relocation is reasonably necessary to accomplish the City's proposed public improvement. Except as provided in Section 4.3 or 4.3.1, Company shall relocate its Electric Facilities at its own expense. The City shall give Company reasonable notice of plans to vacate for a City improvement project, or to grade, regrade, or change the line of any Public Way or to construct or reconstruct any City Utility System. If a relocation is ordered within ten years of a prior relocation of the same Electric Facilities, which was made at Company expense, the City shall reimburse Company for non-betterment costs on a time and material basis, provided that if a subsequent relocation is required because of the extension of a City Utility System to a previously unserved area, Company may be required to make the subsequent relocation at its expense. Nothing in this Ordinance requires Company to relocate, remove, replace or reconstruct at its own expense its Electric Facilities where such relocation, removal, replacement or reconstruction is solely for the convenience of the City and is not reasonably necessary for the construction or reconstruction of a Public Way or City Utility System or other City improvement.

§5. That Appendix B, Subpart III (Electricity), Division 2 (Northern States Power Company), Section 4 (Relocations), of the Code of Ordinances, City of Minot, North Dakota is amended by adding a new subsection to be numbered section 4.3.1, which section shall read as follows:

4.3.1 *Relocation due to Mouse River Enhanced Flood Protection Project.* For utility relocations necessary as a result of the Mouse River Enhanced Flood Protection Project within the corporate limits of the City, the Souris River Joint Board shall have the ability to direct and approve utility relocations, but only after receiving written approval from the City Engineer or Public Works Director. Any and all expenses relating to relocating utilities pursuant to this

subsection shall be paid in accordance with the individual utility company's agreement with the Souris River Joint Board.

§6. That Appendix B, Subpart III (Electricity), Division 3 (Verendrye Electric Cooperative, Inc.), Section 4 (Relocations), subsection 4.1 (Relocation of Electric Facilities in Public Ways) of the Code of Ordinances, City of Minot, North Dakota is amended to read as follows:

4.1 *Relocation of Electric Facilities in Public Ways.* If the City determines to vacate a Public Way for a City improvement project, or at City's cost to grade, regrade, or change the line of any Public Way, or construct or reconstruct any City Utility System in any Public Way, it may order Cooperative to relocate its Electric Facilities located therein if relocation is reasonably necessary to accomplish the City's proposed public improvement. Except as provided in Section 4.3 or 4.3.1, Cooperative shall relocate its Electric Facilities at its own expense. The City shall give Cooperative reasonable notice of plans to vacate for a City improvement project, or to grade, regrade, or change the line of any Public Way or to construct or reconstruct any City Utility System. If a relocation is ordered within ten years of a prior relocation of the same Electric Facilities, which was made at Cooperative expense, the City shall reimburse Cooperative for non-betterment costs on a time and material basis, provided that if a subsequent relocation is required because of the extension of a City Utility System to a previously unserved area, Cooperative may be required to make the subsequent relocation at its expense. Nothing in this Ordinance requires Cooperative to relocate, remove, replace or reconstruct at its own expense its Electric Facilities where such relocation, removal, replacement or reconstruction is solely for the convenience of the City and is not reasonably necessary for the construction or reconstruction of a Public Way or City Utility System or other City improvement.

§7. That Appendix B, Subpart III (Electricity), Division 3 (Verendrye Electric Cooperative, Inc.), Section 4 (Relocations), of the Code of Ordinances, City of Minot, North Dakota is amended by adding a new subsection to be numbered section 4.3.1, which section shall read as follows:

4.3.1 *Relocation due to Mouse River Enhanced Flood Protection Project.* For utility relocations necessary as a result of the Mouse River Enhanced Flood Protection Project within the corporate limits of the City, the Souris River Joint Board shall have the ability to direct and approve utility relocations, but only after receiving written approval from the City Engineer or Public Works Director. Any and all expenses relating to relocating utilities pursuant to this subsection shall be paid in accordance with the individual utility company's agreement with the Souris River Joint Board.

§8. That Appendix B, Subpart V (Cable Television), Division 1 (Midcontinent Communications), Section 3 (Public ways), of the Code of Ordinances, City of Minot,

North Dakota is amended by adding a new subsection to be numbered section 3.5.1.2, which section shall read as follows:

3.5.1.2.1.1 *Relocation due to Mouse River Enhanced Flood Protection Project.* For utility relocations necessary as a result of the Mouse River Enhanced Flood Protection Project within the corporate limits of the City, the Souris River Joint Board shall have the ability to direct and approve utility relocations, but only after receiving written approval from the City Engineer or Public Works Director. Any and all expenses relating to relocating utilities pursuant to this subsection shall be paid in accordance with the individual utility company's agreement with the Souris River Joint Board.

§9. This Ordinance shall become effective upon final passage and approval.

PASSED FIRST READING:

PASSED SECOND READING:

ATTEST:

APPROVED:

Kelly Matalka, City Clerk

Chuck Barney, Mayor

**ADDENDUM NO. 2 TO:
SUB-AGREEMENT BETWEEN
THE SOURIS RIVER JOINT WATER RESOURCE BOARD AND
THE CITY OF MINOT**

FOR THE MOUSE RIVER ENHANCED FLOOD PROTECTION PROJECT

This Addendum No. 2 amends the January 7, 2014 Sub-Agreement Between The Souris River Joint Water Resource Board And The City of Minot For The Mouse River Enhanced Flood Protection Project ("Sub-Agreement"), which is incorporated in this Addendum by reference.

1. Amendment. Article VI., Section 2(a) of the Sub-Agreement is replaced by the following revised Section 2(a):
 - a. Provide overall project management, coordination, and implementation.
 1. For utility relocations necessary as a result of the Project within the corporate limits of the City, the Joint Board shall have the ability to approve utility relocations, but only after receiving written approval of the City Engineer or the City Public Works Director.
2. Sub-Agreement Remains in Effect. The Sub-Agreement shall remain in full force and effect.
3. Effective Date. This Addendum shall be effective on the date it has been approved and signed by both parties.

SOURIS RIVER JOINT WATER RESOURCE BOARD:

Attest: _____

Secretary

Chairman

Date: 3-9-2017

CITY OF MINOT:

Attest: _____

City Auditor

Mayor

Date: _____

**ADDENDUM NO. 2 TO:
SUB-AGREEMENT BETWEEN
THE SOURIS RIVER JOINT WATER RESOURCE BOARD AND
THE CITY OF MINOT**

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1. Amendment. Article VI., Section 2(a) of the Sub-Agreement is replaced by the following revised Section 2(a):
 - a. Provide overall project management, coordination, and implementation.
 1. For utility relocations necessary as a result of the Project within the corporate limits of the City, the Joint Board shall have the ability to approve utility relocations, but only after receiving written approval of the City Engineer or the City Public Works Director.
2. Sub-Agreement Remains in Effect. The Sub-Agreement shall remain in full force and effect.
3. Effective Date. This Addendum shall be effective on the date it has been approved and signed by both parties.

SOURIS RIVER JOINT WATER RESOURCE BOARD:

Attest: _____

Secretary

Chairman

Date: 3-9-2017

CITY OF MINOT:

Attest: _____

City Auditor

Mayor

Date: _____

DATE: April 18, 2017
TO: Tom Barry, City Manager
FROM: Mitch Flanagan, Building Official
RE: Building Relocation Request

MT

This office has received the following request to relocate an accessory structure to the following location:

1. 3520 30th St NW

Pictures of the exterior of these structures and a plot plan of their proposed location are attached to the moving permit application. This structure has had all required inspections conducted by the Assessors Dept., and the Building Inspection Dept. If this relocation request is approved, it is recommended that the conditions for this request be subject to the following:

- A ten-thousand dollar completion bond must be posted with the City of Minot prior to issuance of any permits for this work.
- An approved approach permit assigned to 3520 30th St NW issued by Harrison Township.
- Building permits for all proposed construction.
- An approved foundation design in compliance with City of Minot building codes.
- If required: plumbing, electrical and HVAC systems must be brought into compliance with current code requirements of the City of Minot.
- All work at the new location must be in compliance with City of Minot building codes and zoning ordinances.
- The exterior of the structure must be one consistent color or scheme of colors after relocation.
- Applicant must obtain all necessary permits, and coordinate all relocation activities with public utilities and traffic authorities.
- The property must be provided with proper site drainage, and must be landscaped in a manner similar to surrounding properties.
- All work must begin within 30 days of issuance of moving and building permits and completed within ten months of start date and generally in accordance with the following schedule:
 1. Foundation complete within two months.
 2. Structure relocated within four months
 3. Work required for code compliance completed within six months

Inspection Department

4. All proposed construction and final clean up completed within ten months.
5. City of Minot Zoning Ordinance, Section 23-1 states:

“All off-street parking spaces and all driveways on private property leading to such parking areas shall be all-weather hard surface material. Acceptable surfacing materials include asphalt, concrete, brick, cement pavers or similar materials installed and maintained according to industry standards.”

City of Minot

Assessor's Office

DATE: April 17, 2017

TO: Tom Barry, City Manager

FROM: Dusty Schlecht, Senior Property Appraiser

SUBJECT: Application from Larry Schafer to move a 2014 year built 26' x 36' garage from Brooklyn Addition lots 6, 7, 8, Block 30 also known as 306 Maple St Minot, ND 58701 to SESW LS POR OLT 1, N2SW LS HY S3-155-83 also known as 3520 30th St NW Minot, ND 58703.

DESCRIPTION

The building to be moved is a 26' x 36' or 936 square foot garage. The structure is wood frame construction, with asphalt shingles, and vinyl siding on the exterior. The garage is located at 306 Maple St in Minot and photos are provided by the property appraiser.

RECOMMENDATION

The area that is under consideration for the moving application is 3520 30th St NW Minot, ND 58703, also known as SESW LS POR OLT 1, N2SW LS HY S3-155-83. The proposed moving location is a rural setting with vacant land to the north, south, and west and one commercial property directly to the east of the proposed moving location.

This structure is estimated to meet 60% of its replacement cost as per Sec 9-47(b)(c) of the Minot Code of Ordinances and appears to be compatible with the existing properties in the immediate neighborhood.

The City of Minot Assessor's Office recommends the move be approved to the proposed site.

Subject:



Proposed moving location:



Proposed moving location:



Proposed moving location:



0 features selected

1: 1353.05

1666.65 x 1001.87 (ft)

Powered by

Commercial property to the east of proposed moving location:



Commercial property to the east of proposed moving location:



Vacant land south of proposed moving location:



Vacant land to the west of proposed moving location:



CITY OF MINOT
BUILDING RELOCATION INSPECTION CHECKLIST

PROPERTY LOCATION 306 Maple St
PROJECT NAME _____

EXTERIOR:

- ARE THERE SIGNS OF ROOF, FOUNDATION, WALL, AND STRUCTURAL SUPPORT FAILURE?
NO

- WHAT IS THE CURRENT CONDITION OF SHINGLES AND ROOF VENTS?
Excellent

- CURRENT CONDITION OF WINDOWS, FACIA, AND TRIM?
excellent

- CURRENT CONDITION OF SIDING, NEED REPAIR, REPLACEMENT, OR PAINT?
excellent

INTERIOR:

- ARE WINDOWS IN ALL SLEEPING ROOMS EGRESS TYPE? (820 SQ IN NET OPENABLE AREA)
N/A

- ARE SMOKE DETECTORS INSTALLED AND IN CORRECT LOCATION?
N/A

- WHAT IS THE SIZE AND CONDITION OF FLOOR SUPPORTS?
N/A

- DOES THE BUILDING HAVE FUSES OR CIRCUIT BREAKERS AND WHAT SIZE IS THE ELECTRICAL PANEL?
Circuit breakers N/A

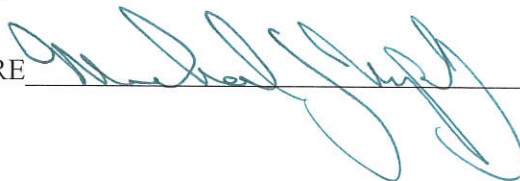
- WHAT IS THE TYPE AND CURRENT CONDITION OF WIRING?
New

- WHAT IS THE TYPE AND CURRENT CONDITION OF HVAC?
N/A

COMMENTS:

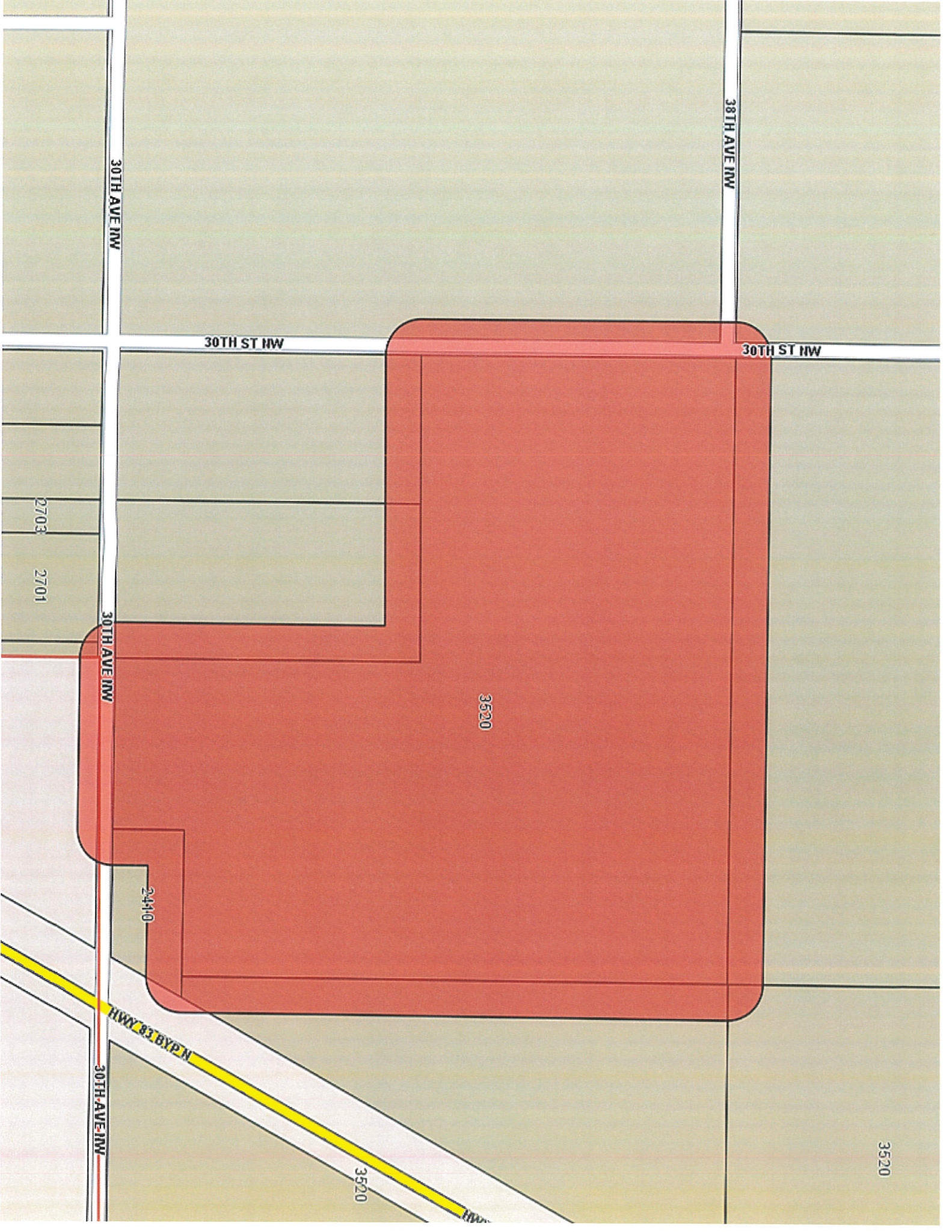
Built new in 2014
no issues for the move

INSPECTOR'S SIGNATURE



DATE

4/13/17



38TH AVE NW

30TH AVE NW

30TH ST NW

30TH ST NW

2703
2701

30TH AVE NW

3520

2410

HWY 83 BYPASS

30TH AVE NW

3520

3520

City of Minot

Inspection Department

Larry Schafer: You or your representative should appear on behalf of your request at the Public Works Committee Meeting on Wednesday, April 26, 2017, at 4:15 p.m. in the City Council Chambers. The Public Works Committee will be considering your request at that time.

NOTICE OF INTENT TO MOVE BUILDING

1. Larry Schafer, owner of an accessory building, is requesting to relocate this structure from 306 Maple Street to 3520 30th St NW (SE SW Less Portion Outlot 1, N2SW Less Highway S3-155-83).

Application has been made to the City Council for a moving permit to move this structure, and a public hearing will be held on May 1, 2017, at 4:15 p.m. in City Council Chambers at City Hall (515 2nd Avenue SW).

Anyone objecting to the granting of the permit to move this structure should make their protest known and appear in opposition to the granting of this permit. Further information can be obtained from Mitch Flanagan, Building Official, at 857-4102.

Publish Legal Ad: April 20, 2017
April 27, 2017
April 29, 2017

Bill to: Inspection Department
City of Minot
515 2nd Avenue SW
Minot, ND 58701

★ The Magic City ★

City of Minot

Inspection Department

April 18, 2017,

Re: Building relocation request

Dear Property Owner:

Please be advised that this office has received a request from Larry Schafer to relocate an accessory building from 306 Maple St to 3520 30th St NW (SESW LS POR OUTLOT 1, N2 SW LS HY S3-155-83). This property is zoned AG, Agricultural District.

The Public Works Committee of the City Council will be reviewing the request on Wednesday, April 26, 2017, at 4:15 p.m. in the City Council Chambers at City Hall. A public hearing regarding the request will be held on May 1, 2017, at 6:30 p.m., also in the City Council Chambers. If you wish to appear or give comments concerning the request, you may attend these meetings, or you may present comments to this office at 1025 31st Street SE during normal working hours.

Sincerely,



M. T. Flanagan
Building Official

Enclosures

Certified Mail

★ The Magic City ★

APPLICATION FOR MOVING A RESIDENTIAL BUILDING

I, LARRY SCHAFER, owner and/or agent hereby make application to the City Building Official to move a(n) GARAGE structure(s) from:

LOT 6,7,8 BLOCK 30

ADDITION BROOKLYN

ADDRESS 306 MAPLE STREET

To the location within the City of Minot, North Dakota, legally described as:

LOT _____ BLOCK _____

ADDITION SE, SW LESS PORTION OF ACWT 1, N2 SW LESS HWY 53-155-AB


ADDRESS 3520 30TH ST NW ZONING AG

I understand that this relocation request shall be posted by the City of Minot for a Notice of Public Hearing and that such Notice shall be published in the Official Newspaper designating the date of said hearing. Separate notices shall be sent by certified mail to affected property owners.

Moving Fee:

Residential Use: City Council approval fee: \$450.00

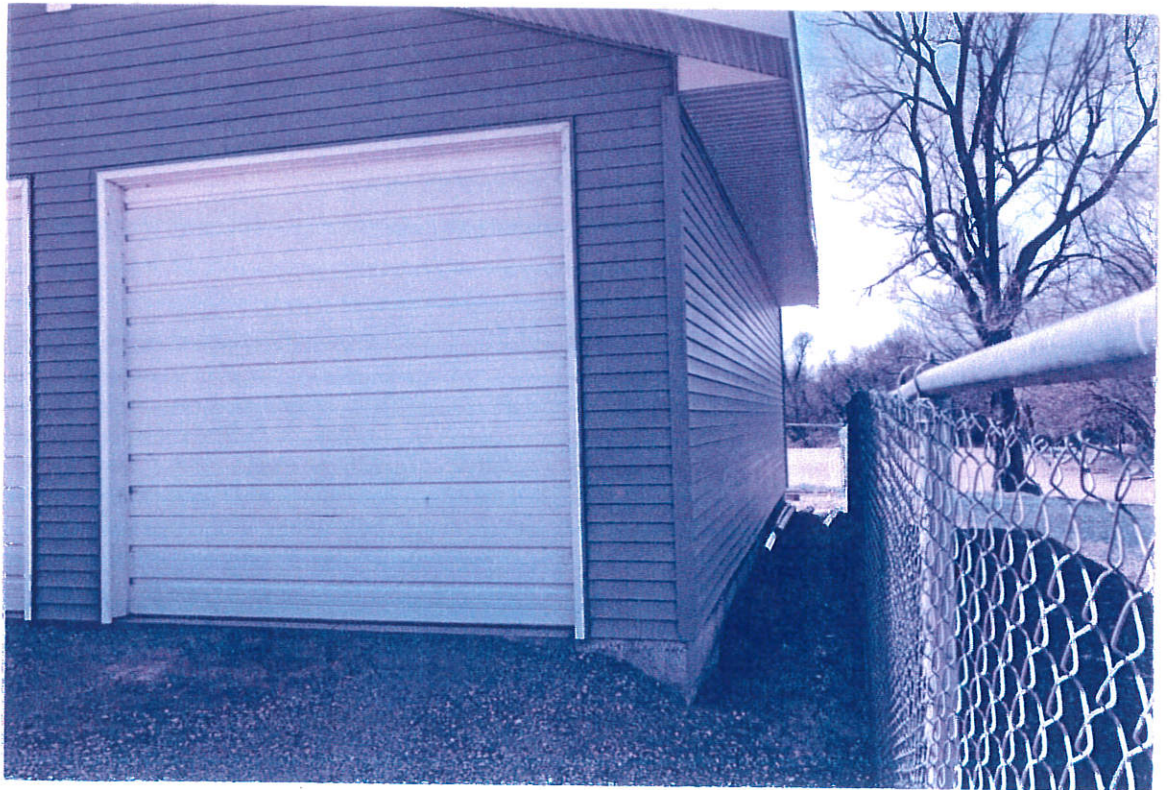
It is further understood that a completion bond in the amount of \$10,000.00 shall be provided to the City upon the approval of this application.


Signature of owner/agent

4-13-17
Date

1203 18TH AVE NW MINOT ND 58703
Mailing Address

701-770-3961
Phone





30TH ST NW

30TH ST NW

30TH AVE NW

3520

SEE
LATEST
UNCS






2410

30TH AVENUE

Untitled Map

Write a description for your map.

Legend

-  Cal Dak Cabinets
-  Feature 1
-  Feature 2
-  Feature 3
-  Feature 4

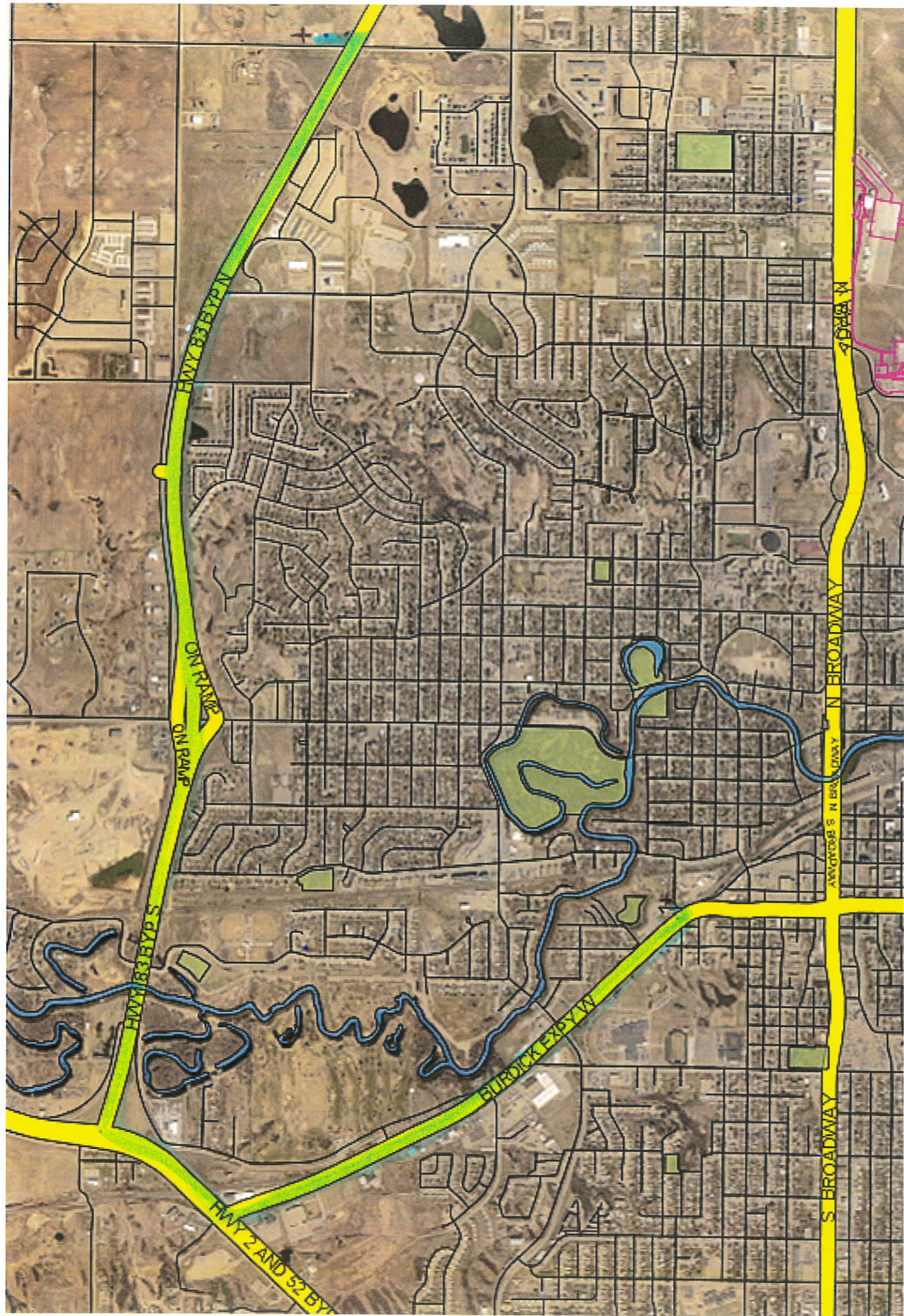
Google earth

Truck
to
Removal
13 ft

Site Plan

200 ft







TO: Mayor Chuck Barney
Members of the City Council

FROM: Mitch Flanagan, Building Official

DATE: April 18, 2017

SUBJECT: BUILDING RELOCATION REQUEST TO 3520 30TH ST NW

I. RECOMMENDED ACTION

The City of Minot Assessor's Office recommends the Committee and Council approve the relocation of an accessory structure from 306 Maple Street to 3520 30th St NW subject to the following conditions:

1. A ten-thousand dollar completion bond must be posted with the City of Minot prior to issuance of any permits for this work.
2. An approved approach permit assigned to 3520 30th St NW issued by Harrison Township.
3. Building permits for all proposed construction.
4. An approved foundation design in compliance with City of Minot building codes.
5. If required: plumbing, electrical and HVAC systems must be brought into compliance with current code requirements of the City of Minot.
6. All work at the new location must be in compliance with City of Minot building codes and zoning ordinances.
7. The exterior of the structure must be one consistent color or scheme of colors after relocation.
8. Applicant must obtain all necessary permits, and coordinate all relocation activities with public utilities and traffic authorities.
9. The property must be provided with proper site drainage, and must be landscaped in a manner similar to surrounding properties.

II. DEPARTMENT CONTACT PERSONS

Mitch Flanagan, Building Official	857-4102
Mike Murphy, Residential Inspector	857-4102
Dusty Schlecht, Senior Property Appraiser	857-4160

III. DESCRIPTION

A. Background:

The building to be moved is a 26' x 36' or 936 square foot garage. The structure is wood frame construction, with asphalt shingles, and vinyl siding on the exterior. The garage is located at 306 Maple St in Minot and photos are provided by the property appraiser.

The area that is under consideration for the moving application is 3520 30th St NW Minot, ND 58703, also known as SESW LS POR OLT 1, N2SW LS HY S3-155-83. The proposed moving location is a rural setting with vacant land to the north, south, and west and one commercial property directly to the east of the proposed moving location.

This structure is estimated to meet 60% of its replacement cost as per Sec 9-47(b)(c) of the Minot Code of Ordinances and appears to be compatible with the existing properties in the immediate neighborhood.

IV. IMPACT:

Fiscal Impact: There is no financial impact to the City.

V. TIME CONSTRAINTS

All work must begin within 30 days of issuance of moving and building permits and completed within ten months of start date and generally in accordance with the following schedule:

1. Foundation complete within two months.
2. Structure relocated within four months
3. Work required for code compliance completed within six months
4. All proposed construction and final clean up completed within ten months.
5. City of Minot Zoning Ordinance, Section 23-1 states:

“All off-street parking spaces and all driveways on private property leading to such parking areas shall be all-weather hard surface material. Acceptable surfacing materials include asphalt, concrete, brick, cement pavers or similar materials installed and maintained according to industry standards.”

VI. LIST OF ATTACHMENTS

- A. Application for Moving a Residential Building, pictures, site plan, and moving route
- B. Letter to homeowners within 150 feet.
- C. Letter to applicant.
- D. Map showing properties affected
- E. Inspectors report
- F. Assessors report

**SUGGESTED FORM OF
TASK ORDER**

This is Task Order No. Four
(4), consisting of 4 pages.

Task Order

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated November 2, 2015 ("Agreement"), Owner and Engineer agree as follows:

PART 1 Background Data

- a. Effective Date of Task Order: May 2, 2017
- b. Owner: City of Minot
- c. Engineer: Houston Engineering, Inc.
- d. Specific Project (title): Sundre Raw Water Supply System Relocation CMS
- e. Specific Project (description): Relocation of the Sundre Raw Water Supply pipe from the Sundre Well Field connecting to the existing NAWS raw water supply pipe at 93rd Ave SW and HWY 83 S., raw water reservoir and pump station, integration at the Water Treatment Plant.

PART 2 Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

Set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference:

- Construction Phase Services (Exhibit A, Paragraph A1.05
 - Including Resident Project Representative (RPR) Services (A1.05.A.2)
 - Post-Construction Phase Services (Exhibit A, Paragraph A1.06)
 - Commissioning Phase (Exhibit A, Paragraph A1.07)
- B. Resident Project Representative (RPR) Services: Exhibit D of the Agreement is expressly incorporated in this Task Order by reference
- C. ~~Designing to a Construction Cost Limit: Does not apply to this Task Order.~~

Other Services: Engineer shall also provide the following services: An electrical engineering subconsultant will be retained for the booster pump station and reservoir, the metering vault and the pressure reducing vault located upstream of the Water Treatment Plant commissioning.

Task Order Form

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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and American Society of Civil Engineers. All rights reserved.

- D. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

PART 3 Additional Services

- A. Additional Services that may be authorized or necessary under this Task Order are:

Set forth as Additional Services in Part 2—Additional Services, of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

PART 4 Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement.

PART 5 Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule:

Schedule will be dependent on Contractor Schedule

PART 6 Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)		
a. Construction Phase (A1.05)	\$268,000	Hourly
b. Resident Project Representative (A1.05.A.2)	\$387,000	Hourly
c. Post Construction Phase (A1.06)	\$29,000	Hourly
d. Commissioning Services (A1.07)	\$16,800	Hourly
e. Other Services (see A1.08, and 2.D above)	\$83,850	Hourly
TOTAL COMPENSATION (lines 1.a-e)	\$784,650	
2. Additional Services (Part 2 of Exhibit A)	\$85,000	Hourly

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

PART 7 Consultants retained as of the Effective Date of the Task Order: None at this time. It is anticipated that an electrical engineering subconsultant will be retained for the Pump Station and SCADA integration and a local materials testing subconsultant will be retained to for soil density and concrete testing along the pipeline route, pump station, reservoir and pressure reducing vault location(s).

PART 8 Other Modifications to Agreement and Exhibits:

PART 9 Attachments:

PART 10 Other Documents Incorporated by Reference:

PART 11 Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is May 2, 2017.

OWNER:

By: _____

Print Name: Chuck Barney

Title: Mayor

ENGINEER:

By: 

Print Name: Jeff LeDoux

Title: CEO/President

Engineer License or Firm's
Certificate No. (if required): 015C
State of: North Dakota

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Dan Jonasson

Title: Director of Public Works

Address: PO Box 5006, Minot, ND 58702

E-Mail Dan.jonasson@minotnd.org
Address:

Phone: (701) 857-4112

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: David Schwengler

Title: Principal/Office Manager

Address: 18 3rd St SE, Suite 100, Minot, ND 58701

E-Mail dschwengler@houstoneng.com
Address:

Phone: (701) 852-7931

Task Order Form

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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This is **EXHIBIT A**, consisting of 16 pages, referred to in and part of **Task Order 4** dated May 2, 2017.

Engineer's Services for Task Order

PART 1—BASIC SERVICES

A1.01—*Study and Report Phase Services*

A. As Basic Services, Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of such potential solutions:
 - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
 - c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify three alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.
2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.
3. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.
4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.

- ~~6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.~~
- ~~7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Specific Project.~~
- ~~8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.~~
- ~~9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.~~
- ~~10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Specific Project Strategies, Technologies, and Techniques."~~
- ~~11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.~~
- ~~12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.~~
- ~~13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.~~
- ~~14. Pursuant to the Task Order schedule, furnish the required number of review copies of the Report and any other Study and Report Phase deliverables to Owner, and review it with Owner. Owner shall submit to Engineer any comments regarding the furnished items within the time established in the Task Order schedule.~~
- ~~15. Pursuant to the Task Order schedule, revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish the required number of copies of the revised Report and any other Study and Report Phase deliverables to the Owner.~~

- ~~B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.~~

~~A1.02 Preliminary Design Phase~~

~~A. As Basic Services, Engineer shall:~~

- ~~1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project.~~
- ~~2. In preparing the Preliminary Design Phase documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.~~
- ~~3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.~~
- ~~4. Visit the Site as needed to prepare the Preliminary Design Phase documents.~~
- ~~5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.~~
- ~~6. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement.~~
- ~~7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.~~
- ~~8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.~~

~~9. Pursuant to the Task Order schedule, furnish the required number of review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner. Within the time established in the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items.~~

~~10. Pursuant to the Task Order schedule, revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner the required number of copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.~~

~~B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.~~

~~A1.03 Final Design Phase~~

~~A. As Basic Services, Engineer shall:~~

- ~~1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.~~
- ~~2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.~~
- ~~3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.~~
- ~~4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.~~
- ~~5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.~~
- ~~6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.~~
- ~~7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.~~

- ~~8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.~~
 - ~~9. Pursuant to the Task Order schedule, furnish for review by Owner, its legal counsel, and other advisors, the required number of copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with Owner. Within the time required by the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.~~
 - ~~10. Pursuant to the Task Order schedule, revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.~~
- ~~B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.~~
- ~~C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is two. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Task Order.~~

~~A1.04 Bidding or Negotiating Phase~~

~~A. As Basic Services, Engineer shall:~~

- ~~1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.~~
- ~~2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.~~
- ~~3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.~~
- ~~4. Consult with Owner as to the qualifications of prospective contractors.~~

- ~~5. Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.~~
 - ~~6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.~~
 - ~~7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.~~
 - ~~8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.~~
- ~~B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Task Order).~~

A1.05 Construction Phase

A. As Basic Services, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the testing services identified in Exhibit B, Paragraph B2.01.A.

4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not,

during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.

10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
13. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
14. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
15. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.
16. *Non-reviewable matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other

engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.

17. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.
19. *Inspections and Tests:*
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the

Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") (also available as a construction form, EJCDC® C-626 (2013)) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.
25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the final Construction Contract under the Task Order.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, as Basic Services, Engineer shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.
- C. **Preparing Record Drawings, and furnishing such Record Drawings to Owner.**

A1.07 *Commissioning Phase*

A. As Basic Services, Engineer shall:

1. Assist Owner in connection with the adjusting of Specific Project equipment and systems.
2. Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
3. Prepare **Review** operation and maintenance manuals **provided by Contractor**.
4. Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.
5. Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

A1.08 *Other Services*: Each specific Task Order may include Basic Services that do not fit into the categories above. Such services should be expressly stated in the specific Task Order itself.

PART 2—ADDITIONAL SERVICES

A2.01 *Additional Services Requiring an Amendment to Task Order*

A. *Advance Written Authorization Required*: During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.
2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.

4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
5. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. based on the engineering and technical aspects of the Project, the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.C or the specific Task Order.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services.
12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and performing or

furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.

13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
- ~~17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.~~
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8, and any type of property surveys or related engineering

Exhibit A – Engineer's Services

**EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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and American Society of Civil Engineers. All rights reserved.**

services needed for the transfer of interests in real property; and providing other special field surveys.

27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
 28. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).
 29. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
 30. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.
- B. *Advance Written Authorization Not Required:* Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.

6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.
9. **All work related to SCADA integration of the Reservoir/Booster Pump Station, Flow metering vault, Pressure Reducing Vault and at the Water Treatment Plant.**
10. **All work related to preparing (flushing/disinfection) of existing NAWS infrastructure.**



TO: Mayor Chuck Barney
Members of the City Council

FROM: Dan Jonasson, Director of Public Works

DATE: 4-17-2017

SUBJECT: Sundre Raw Water Line RE-Route 4195

I. RECOMMENDED ACTION

State what you want the Council/Mayor to do – this will become their motion. List each action separately.

1. Recommend approval of the Construction engineering agreement with Houston Engineering
2. Authorize the Mayor to sign the agreement

II. DEPARTMENT CONTACT PERSONS

Dan Jonasson, Director of Public Works	857-4140
Jason Sorenson, Assistant Director of Public Works	857-4132

III. DESCRIPTION

A. Background

As the City and SRJB has progressed with the design of the first three phases of flood protection. It has become apparent that a large portion of the existing fiber glass Sundre raw water line, that brings water from the sunder wellfield SE of Minot to the Water plant will need to be relocated for the flood protection. The estimated cost of relocating this line for Phase I of the flood control project alone is \$2.25 million dollars. When the Maple Diversion project is built, it is estimated that an additional \$5 Million + will be required to relocated the sunder line in that phase.

In reviewing the costs for the relocation of the sundre line, which is a 40 year old fiber glass line, with leaks and it difficult to acquire repair parts for. Staff began looking at other options, such as alternate routes to re-route the sunder line

In discussions with the SWC and the design engineers for the NAWS project. They feel there are many benefits to re-routing the sundre line and tying it into the NAWS line. Some of the benefits include:

1. *Replacing an old fiberglass line with a smaller pressure line that can be maintained and parts are available for.*
2. *Providing a mixing of ground water with the lake water prior to final treatment at the Minot Water Plant.*

3. *Provide raw water storage from the sundre field of approx. 2 million gallons, which will reduce the amount of storage needed on the line coming from the water plant at Max.*

B. Proposed Project

Replacement of existing fiberglass line with a 24" pvc pressure line and reservoir

C. Consultant Selection

Houston Engineering was chosen for the design and Construction engineering under the state requirements for engineering selection. Houston has completed the design, project is being bid in April and May. This contract is for the field construction engineering services.

IV. IMPACT:

A. Strategic Impact:

This is the major raw water source for the City of Minot and NAWS system

B. Fiscal Impact:

Funding for this project was approved by City Council at the March 2016 Council meeting. The Construction Engineering in total is estimated at not to exceed \$784,650 plus additional services of \$85,000 for SCADA and electrical work.

This engineering along with the design engineering amount of \$745,300 is under the approved fee schedule which is previously approved by Council of 11%.

Funding for this project is from NAWS sales tax cash reserves. 65% of the cost will be reimbursed by the State Water commission on a future NAWS project.

V. ALTERNATIVES

Alt 1. Approve the existing project and engineering – for a cost of approximately 13.5 million with engineering.

Alt 2. The City Council could deny project which will require more engineering and a more expensive cost for relocating portions of the Sundre line where it conflicts with the flood control system.

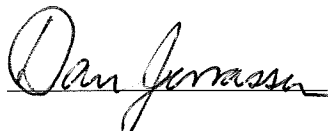
VI. TIME CONSTRAINTS

Council's approval of the recommendation will allow the project to constructed within the 2017 and early 2018 construction season. This will remove the existing Sundre line where it conflicts with roadway bridge and Mouse River flood protection projects, allowing those to stay on schedule.

VII. LIST OF ATTACHMENTS

Place your list of attachments here, in order they were referenced in the document. For example:

A. Houston Engineering Agreement for Construction engineering services

Approved for Council Agenda: 

Date: 4/17/17



TO: Mayor Chuck Barney
Members of the City Council

FROM: Jason Sorenson, Assistant Public Works Director

DATE: April 20, 2017

SUBJECT: 30th Ave NE Gravity Sewer (Project Number 3490.5)

I. RECOMMENDED ACTION

1. Due to the timing of the bid opening, a tabulation will not be available before the Committee meets. Bids for this project will be opened on May 1, 2017. A full tabulation and recommendation will be available at the full Council meeting on May 1, 2017.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

The City has been in the process of constructing the NE sanitary sewer system since 2011. The last phase is a section of gravity sewer from Broadway to our new Livingston Coulee lift station along 30th Ave. With the economic slow-down, delaying the construction of this project was looked at to reduce expenditures, but circumstances warrant the construction of a portion of this project. In 30th Ave a water main is planned to be constructed in 2017 that has received ND State Water Commission funding. Due to the depth of the sewer and its proximity to the water main, it needs to be constructed first to minimize impacts to the water main. Delaying the entire project will result in the loss of approximately \$1.2 million in Water Commission funding for the water main project.

IV. IMPACT:

A. Fiscal Impact:

The engineers estimate for the project is \$1.25 million. The project will be funded with utility bonds and this project is currently accounted for in our 2017 utility rates.

Project Costs

Total

TBD

Approved for Council Agenda: _____

Date: _____

ORDINANCE NO: 5183

**AN ORDINANCE AMENDING THE 2016 ANNUAL BUDGET TO INCREASE THE
DEPARTMENT EXPENDITURES FOR THE MOUSE RIVER ENHANCED FLOOD
PROTECTION PLAN USING SALES TAX FLOOD CONTROL FUNDS PREVIOUSLY
APPROVED BY CITY COUNCIL.**

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

§1: The 2016 annual budget for the following department expenditures are increased by \$135,000 for sales tax flood control funds previously approved by City Council.

430-9500-419.07-93	\$135,000	Mouse River Enhanced Flood Protection Plan
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§2: This ordinance shall be in effect from and after its passage and approval.

PASSED FIRST READING: April 3, 2017

PASSED SECOND READING:

APPROVED:

ATTEST:

Chuck Barney, Mayor

Kelly Matalka, City Clerk