



Public Works & Safety Committee

Wednesday, May 31, 2017 -- 4:15 p.m.

City Council Chambers

1. AWARD OF BID- STORM SEWER DISTRICT 122 (4197)

Storm Sewer District 122 is a project to alleviate street flooding on 18th Ave SW from Broadway to 6th St SW. Council selected Alternative 2 for the storm sewer improvements which installs storm sewer from Broadway to 6th St on 18th Ave SW.

Along with the project, two blocks of watermain replacement will occur. One block on 4th St and the other on 18th Ave. 18th Ave SW will receive a mill & overlay from 9th St to Broadway.

1. **Recommend award of bid to Tom's Backhoe Service, Inc. of Brainerd, MN, in the amount of \$967,242.30 for Storm Sewer District 122**

Documents:

[4197 STORM SEWER DISTRICT 122 AWARD OF BID.PDF](#)
[BID TAB COVER SHEET.PDF](#)

2. AWARD OF BID SUNDRE WATERLINE RESERVOIR AND BOOSTER STATION (4195.1)

Bids for this portion of the Sundre Raw waterline and reservoir/booster station were rejected by Council at the May City Council meeting and the project was advertised for re-bid. Bids were opened on May 26, 2017.

1. It is recommended the Committee and Council award the bid to PKG, Inc. in the amount of \$6,506,050.00; and
2. Authorize the Mayor to sign contract documents on behalf of the City

Documents:

[MEMO APPROVE BID AWARD 4195.1 - REBID.PDF](#)
[AWARD RECOMMENDATION 5-30-17.PDF](#)
[SUNDRE RESERVOIR AND PS AWARD RECOMMENDATION LETTER.PDF](#)

3. AWARD OF BID- LANDFILL CELL 6 CONSTRUCTION (4241-LF0007)

Bids were opened on Tuesday May 23, 2017 for the construction of cell 6 at the Minot Landfill. A tabulation of the bids is attached.

1. **Recommend award to Farden Construction Inc. in the amount of \$1,137,362.05.**
2. **Authorize the Mayor to sign the documents on behalf of the city.**

Documents:

[4241 - LANDFILL CELL 6 - AWARD MEMO.PDF](#)

4. WATER/SEWER BUILDINGS (4060 & WS0023)

Since 2015, the Public Works Department has been working to add a heated 40 x 76' shop addition to the water sewer office for meter work/storage as well as heated storage for vehicles that need to be kept inside during the winter months for emergency water repairs and sewer calls. A total of \$610,000 has been budgeted for this addition. The City has acquired two 40' x 80' buildings through the flood buyout process. Staff has looked into moving these buildings to the public works site in lieu of building the Water and Sewer addition.

1. **Recommend approving \$225,000 from existing funds allocated to a new building addition for relocation and setup of two flood buyout shops to Public Works site.**

Documents:

[MEMO WATER SEWER BUILDING P.PDF](#)

5. SEWER REHAB CONTRACT AMENDMENT (4010)

Public Works has been working with Apex Engineering to rehab some older lift stations in the City like Perkett, 16th St, and Muus lift stations. Like the other lifts that have been rehabbed, Burdick and Carney lifts have older pumps from the 1970s and parts are expensive and difficult to find. Apex will survey the lift stations and provide design and construction engineering to replace the existing pumps with new more efficient pumps and replace valves and piping.

1. **Recommend Council approve the request to amend the current contract with Apex by \$29,700 to include design and construction engineering for Burdick and Carney lift stations.**
2. **Authorize the Mayor to sign the amendment on the City's behalf.**

Documents:

[MEMO - CONTRACT AMENDMENT.PDF](#)

6. GARBAGE AND TRASH ORDINANCE CHANGES

In mid-July the Minot Sanitation Department will be rolling out the new automated trash collection service. With the changes occurring with the service, many existing ordinances will no longer apply. Many of the changes are in reference to miscellaneous sanitation and landfill charges, waste cart placement, and how and where to place waste carts.

Recommend the City Council pass an ordinance on first reading amending Chapter 14 (Garbage and Trash) of the City of Minot Code of Ordinances.

Documents:

[MEMO - TRASH ORDINANCE CHANGES.PDF](#)
[GARBAGE ORDINANCES_CH 14.PDF](#)

7. US 2-42ND ST SE PROJECT COST PARTICIPATION AND MAINTENANCE (CPM) AGREEMENT CITY PROJECT (4181)

The intersection at US Highway 2 and 42nd St in east Minot is slated for major improvements in 2018. The City entered into an agreement with the NDDOT to design improvements in 2016. The project stems from a need identified in the City's 2035 Transportation Plan. The intersection currently warrants a traffic signal, has poor lines of sight, and has a poor level of service especially as traffic levels have increased with continued development in the area. The City and NDDOT have programmed local, State and Federal funds to pay for the improvements.

1. **Recommend approval of the Cost Participation and Maintenance Agreement with the NDDOT and authorize the Mayor and staff to execute the agreement**
2. **Recommend Council pass a resolution authorizing the use of general obligation bonds to fund the city's share of the improvement cost.**

Documents:

[MEMO- 4181 - US 2- 42ND ST INTERSECTION NDDOT CPM AGREEMENT.PDF](#)
[CPM AGREEMENT.PDF](#)
[APPENDIX A.PDF](#)
[NHU-4-002\(116\)149 MAP.PDF](#)
[REIMBURSEMENT RESOLUTION - US 2-42ND ST SE \(4181\).PDF](#)

8. REQUEST FOR PERMANENT ENCROACHMENT WITHIN CITY RIGHT-OF-WAY FOR 1025 5TH STREET SW- CONCRETE IN THE BOULEVARD

A request has been received for an encroachment permit to allow concrete pavers to be placed in the narrow boulevard for a length of 55 feet on the east side of 5th Street SW and encroach approximately 111 square feet into the City right-of-way.

In general, for residential properties, the City requires grass in boulevard areas. There are several properties in this part of town that have concrete boulevards due to the reduced width of right-of-way.

It is recommended the City Council deny the encroachment permit. However, if Council wishes to approve, City Staff recommends that concrete pavers be placed in the boulevard with the following conditions:

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

Documents:

[1025 5TH STREET SW ENCROACHMENT MEMO.PDF](#)

9. ORDINANCES ON SECOND READING

The following ordinances need to be considered on second reading:

Ordinance no. 5188 - Amending the Zoning Code of Ordinances

Ordinance no. 5189 - Amend the 2017 Annual Budget

Documents:

[5188- ZONING ORDINANCE CHANGES.PDF](#)

[5189- 2017 BA - FUND 422 TO SHOW 2017 PROJECTS AND REVENUE.PDF](#)

10. BUILDING RELOCATION- 2500 56TH ST NW

The City of Minot received a request from Joseph Folk to move a 1988 year built, 1,496 square foot single family residence from 610 Forest Road also known as Westwood R/A Vallie Addition Lot 31 to 2500 56th St NW also known as Whitetail Ridge Addition Lot 3 Block 3.

It is recommended the Committee and Council approve the request subject to the attached conditions.

Documents:

[MEMO TO COUNCIL - FOLK MOVE.PDF](#)

[2500 56TH ST NW -JOSEPH FOLK.PDF](#)

[INSPECTORS REPORT 610 FOREST ROAD.PDF](#)

[JOSEPH FOLK MOVE.PDF](#)

[HOMEOWNERS LTR - FOLK MOVE.PDF](#)

[NOTICE OWNER -FOLK MOVE.PDF](#)



TO: Mayor Chuck Barney
Members of the City Council

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

DATE: 5/24/2017

SUBJECT: **STORM SEWER DISTRICT 122 AWARD OF BID, CITY PROJECT 4197**

I. RECOMMENDED ACTION

1. Recommend award of bid to Tom's Backhoe Service Inc of Brainerd, MN, in the amount of \$967,242.30.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer	857-4100
Jacqueline Melcher, Assistant City Engineer	857-4100

III. DESCRIPTION

A. Background

Storm Sewer District 122 is a project to alleviate street flooding on 18th Ave SW from Broadway to 6th St SW. Council selected Alternative 2 for the storm sewer improvements which installs storm sewer from Broadway to 6th St on 18th Ave SW.

Along with the project, two blocks of watermain replacement will occur. One block on 4th St and the other on 18th Ave. 18th Ave SW will receive a mill & overlay from 9th St to Broadway.

IV. IMPACT:

A. Strategic Impact:

The storm sewer improvements will help to alleviate street flooding on 1-5 year frequency events. This improvement meets the goals of the City's storm water management plan and funding priority approved by council.

Also, by incorporating the watermain replacement improvements now, the city will avoid having to replace newly installed infrastructure related to the storm sewer improvements.

Paving improvements have been needed on 18th Ave for many years. The improvements were delayed so they could be done under the storm sewer project, thus saving the city funds by not paying for construction overhead related costs twice.

B. Service/Delivery Impact:

During construction, access to properties must remain in place. However, there will be times when work is taking place in front of access points to properties. The contractor will be directed to make every effort during these times to coordinate with property owners and provide access.

C. Fiscal Impact:

The bid from Tom's Backhoe Service was \$967,242.30 which is 42.4% under the engineer's estimate of \$1,679,435.00. Funding for this project will come from several different accounts to pay for the respective work taking place on the project. Below is a breakdown for the approximate amount that will be charged to each account. Final amounts will depend on installed quantities.

Storm Sewer District 122: \$665,772.30; 50% Special Assessment 50% Storm Sewer Development

Watermain Replacement: \$145,517.50 100% Watermain Replacement Funds

18th Ave Street Improvements: \$155,952.50 100% Street Improvement Funds

Total: \$967,242.30

V. ALTERNATIVES

The council previously considered three alternatives: No Build, Alternative 1 which included all storm sewer improvements, and Alternative 2 which reduced the scope of the storm sewer improvements to 18th Ave only from Broadway to 6th St SW. Council chose Alternative 2.

VI. TIME CONSTRAINTS

N/A

VII. LIST OF ATTACHMENTS

A. Bid Tab

Approved for Council Agenda: _____

Date: _____

City of Minot Storm Sewer District 122
City of Minot, North Dakota
Bid Opening: Tuesday, May 23, 2017; 11:00 AM
AE Project Number: R16040.00

Contractor	Bid Bond	Bid Form	Contractor's License	Acknowledge Addendum No. 1	Acknowledge Addendum No. 2	Total
Bechtold Paving, Inc.						\$ 1,221,359.00
Dig It Up Backhoe Service						
J.R. Ferche, Inc.						\$ 1,443,290.00
Keller Paving & Landscaping, Inc.						
Kemper Construction Co						\$ 1,986,155.00
Minot Paving Co., Inc.						
Naastad Brothers, Inc.						\$ 1,437,207.00
Post Construction Inc.						\$ 1,058,108.75
Quam Construction Company						
Steen Construction						\$ 1,188,055.00
Strata Corporation						\$ 1,325,272.00
Tom's Backhoe Service, Inc.						\$ 967,242.30
Wagner Construction						\$ 1,076,256.02



Ackerman-Estvold

1907 17th Street Southeast
Minot, ND 58701
Ph: (701) 837-8737
Fax: (701) 837-1990

Respectfully Submitted by:

Patrick Samson



TO: Mayor Chuck Barney
Members of the City Council

FROM: Dan Jonasson, Director of Public Works

DATE: 5-19-2017

SUBJECT: SUNDRE WATERLINE BOOSTER STATION AND RESERVOIR BIDS P4195.1

RECOMMENDED ACTION

1. Recommend award to PKG, Inc. in the amount of \$6,506,050.00.
2. Authorize the Mayor to sign contract documents on behalf of the City

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
Bids for this portion of the Sundre Raw waterline and reservoir/booster station were rejected by Council at the May City Council meeting and the project was advertised for re-bid.
- B. Proposed Project
Replacement of existing fiberglass line with a 24" pvc pressure line and pump station with reservoir
- C. Bidding
Project was designed and bid in accordance with ND bidding requirements

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 February 2016 Council meeting
Engineers estimate for the two portions of the project waterline and reservoir/pump station

is	Sundre Reservoir and pump station	\$6,356,373.00
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	<i>Sundre Pipeline</i>	<u>\$7,303,090.00</u>
	<i>Total</i>	<i>\$13,659,463.00</i>
<i>Bid</i>	<i>Sundre Pipeline</i>	<i>\$6,992,686.00</i>
	<i>Sundre Reservoir and Pump Station</i>	<u><i>\$6,506,050.00</i></u>
	<i>Total</i>	<i>\$13,498,736.00</i>

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. TIME CONSTRAINTS

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

VI. LIST OF ATTACHMENTS

Bid Review Opinion

May 30, 2017

VIA EMAIL & US MAIL

Mr. Dan Jonasson
City of Minot Public Works Director
1025 31st St. SE
Minot, ND 58701

**Subject: Bid Review Opinion
City Contract No. 4195.1
Sundre Raw Water Supply Reservoir and Pump Station**

Mr. Jonasson,

The following review was performed on the bids received for the referenced project. Three Bids were received for the Project, and three bids were conforming with the requirements to be opened. PKG Contracting, Inc. of Fargo, North Dakota was the apparent low bidder and Rice Lake Construction Group of Deerwood, Minnesota and ICS Inc. of Grand Forks, North Dakota also submitted conforming Bids. Upon full tabulation of the Bids, it was discovered that ICS had an error of \$5,000 in the total bid amount but this error did not affect the order of the bids. Once all bid prices were checked, PKG was confirmed to be the Low Bidder with a margin of \$290,422.00.

BIDDING INFORMATION REVIEW:

The following table summarizes the bids received from the three (3) bidders that submitted on the project: (1) PKG Contracting Inc.; (2) Rice Lake Construction Group; and (3) ICS, Inc. A summary of each bidder's information provided as requested and required to be considered as a responsive and responsible bidder follows the tabulated bid information:

Bidder	Base Bid Price	Alternate Bid Price
ICS, Inc.	\$6,496,900.00	\$6,506,050.00
Rice Lake Construction Group	\$6,787,321.50	\$6,800,741.50
ICS, Inc.	\$7,062,103.00	\$7,083,453.00
Engineers OPCC	\$6,577,323.00	\$ 6,592,573.00

PKG Contracting, Inc.

- 1) No irregularities were noted in the Bid Bond, Acknowledgement of Principal or Surety.
- 2) A North Dakota Class A Contractors License Certificate of Renewal was provided.
- 3) Receipt of Addenda 1 was acknowledged.
- 4) The EJCDC C-451 Qualification Statement was provided, including resumes of key personnel.
- 5) Failure to complete project and dispute history certification was provided with "None" indicated.
- 6) The list of subcontractors and suppliers was included.

Dan Jonasson

May 30, 2017

Re: Bid Review Opinion – City Project No. 4195.1

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Rice Lake Construction Group

- 1) No irregularities were noted in the Bid Bond, Acknowledgement of Principal or Surety.
- 2) A North Dakota Class A Contractors License Certificate of Renewal was provided.
- 3) Receipt of Addenda 1 was acknowledged.
- 4) The EJCDC C-451 Qualification Statement was provided, including resumes of key personnel.
- 5) Failure to complete project and dispute history certification was provided with "None" indicated.
- 6) The list of subcontractors and suppliers was included.

ICS, Inc.

- 1) No irregularities were noted in the Bid Bond, Acknowledgement of Principal or Surety.
- 2) A North Dakota Class A Contractors License Certificate of Renewal was provided.
- 3) Receipt of Addenda 1 was acknowledged.
- 4) The EJCDC C-451 Qualification Statement was provided, including resumes of key personnel.
- 5) Failure to complete project and dispute history certification was provided with "None" indicated.
- 6) The list of subcontractors and suppliers was not included.

BID SUMMARY:

Bid tabulation (attached) was performed to verify mathematical accuracy of total prices as unit prices control for any discrepancies. Analysis indicated that no discrepancies were noted on either PKG or Rice Lake Construction Group bids. A discrepancy was noted with ICS Inc. in that the total entered on the bid scheduled did not match the calculated total of all items. The \$5,000 discrepancy increased the total of the ICS bid but did not change the relative price position of bids.

Based on the bid tabulation, PKG Contracting Inc. is the Low Bidder for the referenced project.

BID ASSESSMENT:

The only issue noted during bid assessment other than the previously explained tabulation error in the ICS bid was the lack of a Subcontractor and Supplier List for the ICS Bid, as ICS was the 3rd lowest bidder this omission does not affect the outcome of the bid evaluation. PKG has been contacted and has stated they are comfortable with their bid and current workload in relation to completing the project on time. Based on their current project list and bonding capacity, PKG should be able to complete the project in a timely manner.

The low bid for the Project was approximately 1 percent (\$80,423.00) under the Engineers OPCC for the Work.

Dan Jonasson

May 30, 2017

Re: Bid Review Opinion – City Project No. 4195.1

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SUMMARY:

We recommend that the bid for Construction of the Sundre Raw Water Supply Reservoir and Pump Station (City Contract No. 4195.1) submitted by PKG Contracting Inc. in the amount of \$6,496,900.00 be accepted, with consideration given to accepting Additive Alternate No. 1 in the amount of \$9,150.00. The total contract price including the alternate would be \$6,506,050.00.

If you have any questions or require additional information, please contact me at (701) 751-6266 or by e-mail at akemmet@houstoneng.com.

Sincerely,

HOUSTON ENGINEERING, INC.

A handwritten signature in blue ink, appearing to read "A. J. Kemmet, PE".

Alan J. Kemmet, PE
Principal/Project Manager

Attachments (1)

BID TABULATION
Sundre Reservoir and Pump Station
HEI Project 6027-048
City of Minot Project No. 4195.1

Engineer: Houston Engineering, Inc.
18 3rd Street SE Suite 100
Minot, ND 58701
Phone (701) 852-7931

Bid Opening: May 26, 2017
Time: 11:00 am

Item No.	Description	Unit	Quantity	Engineer's OPCC		PKG Contracting, Inc.		Rice Lake Construction		ICS, Inc.	
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
A	Mobilization, Demobilizations, Bonds, Insurance	LS	1	\$ 250,000.00	\$ 250,000.00	\$ 200,000.00	\$ 200,000.00	\$ 500,000.00	\$ 500,000.00	\$ 200,000.00	\$ 200,000.00
B	Traffic Control and Signage	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,500.00
C	Erosion Control	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 17,000.00	\$ 17,000.00	\$ 10,000.00	\$ 10,000.00	\$ 7,500.00	\$ 7,500.00
D	City Well D Modifications										
1	Sundre Well D Electrical and SCADA Modifications	LS	1	\$ 60,000.00	\$ 60,000.00	\$ 53,000.00	\$ 53,000.00	\$ 50,000.00	\$ 50,000.00	\$ 55,000.00	\$ 55,000.00
2	Well D Modifications	LS	1	\$ 120,000.00	\$ 120,000.00	\$ 133,000.00	\$ 133,000.00	\$ 110,000.00	\$ 110,000.00	\$ 125,000.00	\$ 125,000.00
2	Well D embankment, grading, surfacing	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 16,200.00	\$ 16,200.00
E	Site Work (Milestone 2)										
1	Clearing & Grubbing	AC	6.1	\$ 5,000.00	\$ 30,500.00	\$ 2,600.00	\$ 15,860.00	\$ 3,000.00	\$ 18,300.00	\$ 3,500.00	\$ 21,350.00
2	Tree Removal	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 8,000.00	\$ 8,000.00	\$ 6,500.00	\$ 6,500.00	\$ 25,000.00	\$ 25,000.00
3	Topsoil Stripping - 6"	CY	3,228	\$ 5.00	\$ 16,140.00	\$ 5.00	\$ 16,140.00	\$ 4.00	\$ 12,912.00	\$ 4.00	\$ 12,912.00
4	Topsoil Placement - 6"	CY	3,228	\$ 10.00	\$ 32,280.00	\$ 6.00	\$ 19,368.00	\$ 3.50	\$ 11,298.00	\$ 3.50	\$ 11,298.00
5	General Excavation	CY	25,250	\$ 5.00	\$ 126,250.00	\$ 4.50	\$ 113,625.00	\$ 4.50	\$ 113,625.00	\$ 3.00	\$ 75,750.00
6	Compacted Backfill	CY	20,000	\$ 10.00	\$ 200,000.00	\$ 3.00	\$ 60,000.00	\$ 4.00	\$ 80,000.00	\$ 2.00	\$ 40,000.00
7	6" Aggregate Surface Course	SY	3,677	\$ 20.00	\$ 73,540.00	\$ 18.00	\$ 66,186.00	\$ 5.00	\$ 18,385.00	\$ 5.50	\$ 20,223.50
8	Type R1 Geotextile	SY	3,677	\$ 3.00	\$ 11,031.00	\$ 2.00	\$ 7,354.00	\$ 3.50	\$ 12,869.50	\$ 3.50	\$ 12,869.50
9	Reinforced Concrete	CY	25	\$ 300.00	\$ 7,500.00	\$ 700.00	\$ 17,500.00	\$ 1,000.00	\$ 25,000.00	\$ 750.00	\$ 18,750.00
10	ECB Type 1	SY	590	\$ 3.00	\$ 1,770.00	\$ 2.00	\$ 1,180.00	\$ 1.60	\$ 944.00	\$ 2.00	\$ 1,180.00
	ECB Type 2	SY	7,360	\$ 3.00	\$ 22,080.00	\$ 2.00	\$ 14,720.00	\$ 1.60	\$ 11,776.00	\$ 2.00	\$ 14,720.00
11	Seeding and Mulching	AC	6	\$ 2,000.00	\$ 12,200.00	\$ 1,000.00	\$ 6,100.00	\$ 800.00	\$ 4,880.00	\$ 1,000.00	\$ 6,100.00
12	Trees (4' Ponderosa Pine)	EA	100	\$ 100.00	\$ 10,000.00	\$ 200.00	\$ 20,000.00	\$ 250.00	\$ 25,000.00	\$ 250.00	\$ 25,000.00
13	18" CMP with FES	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 5,000.00	\$ 5,000.00	\$ 7,500.00	\$ 7,500.00	\$ 8,000.00	\$ 8,000.00
	24" CMP with FES	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 4,000.00	\$ 4,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,500.00	\$ 9,500.00
	8" PC 350 RJ DI Water Main	LF	37	\$ 100.00	\$ 3,700.00	\$ 54.00	\$ 1,998.00	\$ 100.00	\$ 3,700.00	\$ 110.00	\$ 4,070.00
	18" PC 250 RJ DI Water Main	LF	37	\$ 261.00	\$ 9,657.00	\$ 165.00	\$ 6,105.00	\$ 200.00	\$ 7,400.00	\$ 250.00	\$ 9,250.00
	24" PC 200 RJ DI Water Main	LF	600	\$ 300.00	\$ 180,000.00	\$ 186.00	\$ 111,600.00	\$ 120.00	\$ 72,000.00	\$ 200.00	\$ 120,000.00
	24" PC 350 RJ DI Water Main	LF	34	\$ 300.00	\$ 10,200.00	\$ 200.00	\$ 6,800.00	\$ 125.00	\$ 4,250.00	\$ 250.00	\$ 8,500.00
	24" DI Fittings	EA	15	\$ 10,000.00	\$ 150,000.00	\$ 2,720.00	\$ 40,800.00	\$ 3,600.00	\$ 54,000.00	\$ 4,000.00	\$ 60,000.00
	18" Gate Valve	EA	2	\$ 19,000.00	\$ 38,000.00	\$ 13,400.00	\$ 26,800.00	\$ 14,500.00	\$ 29,000.00	\$ 18,000.00	\$ 36,000.00
	24" Gate Valve	EA	2	\$ 20,000.00	\$ 40,000.00	\$ 22,000.00	\$ 44,000.00	\$ 24,000.00	\$ 48,000.00	\$ 28,000.00	\$ 56,000.00
	Flushing & Pressure Testing	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 6,000.00	\$ 6,000.00	\$ 20,000.00	\$ 20,000.00	\$ 24,500.00	\$ 24,500.00
14	Chain Link Fence and Gates	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 19,000.00	\$ 19,000.00	\$ 25,000.00	\$ 25,000.00
15	Site Electrical and Street Lighting	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 435,000.00	\$ 435,000.00	\$ 395,000.00	\$ 395,000.00	\$ 430,000.00	\$ 430,000.00
16	Flow Meter Vault	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 47,000.00	\$ 47,000.00	\$ 59,000.00	\$ 59,000.00	\$ 65,000.00	\$ 65,000.00
F	Sundre Pump Station Construction										
1	Foundation	LS	1	\$ 150,000.00	\$ 150,000.00	\$ 162,000.00	\$ 162,000.00	\$ 500,000.00	\$ 500,000.00	\$ 250,000.00	\$ 250,000.00
2	Building	LS	1	\$ 300,000.00	\$ 300,000.00	\$ 450,000.00	\$ 450,000.00	\$ 300,000.00	\$ 300,000.00	\$ 550,000.00	\$ 550,000.00
3	Process	LS	1	\$ 750,000.00	\$ 750,000.00	\$ 856,000.00	\$ 856,000.00	\$ 800,000.00	\$ 800,000.00	\$ 730,000.00	\$ 730,000.00
4	Industrial Coatings	LS	1	\$ 65,000.00	\$ 65,000.00	\$ 27,000.00	\$ 27,000.00	\$ 27,000.00	\$ 27,000.00	\$ 35,000.00	\$ 35,000.00
6	Electrical	LS	1	\$ 650,000.00	\$ 650,000.00	\$ 630,000.00	\$ 630,000.00	\$ 700,000.00	\$ 700,000.00	\$ 650,000.00	\$ 650,000.00
5	Mechanical - HVAC	LS	1	\$ 75,000.00	\$ 75,000.00	\$ 130,000.00	\$ 130,000.00	\$ 115,000.00	\$ 115,000.00	\$ 125,600.00	\$ 125,600.00
G	Minot Water Treatment Plant Work										
1	Structural	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 70,000.00	\$ 70,000.00	\$ 300,000.00	\$ 300,000.00	\$ 125,000.00	\$ 125,000.00
2	Mechanical	LS	1	\$ 200,000.00	\$ 200,000.00	\$ 268,000.00	\$ 268,000.00	\$ 150,000.00	\$ 150,000.00	\$ 485,000.00	\$ 485,000.00
3	Industrial Coatings	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 9,000.00	\$ 9,000.00	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00
4	Pressure Reducing Station - Mechanical	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 60,000.00	\$ 60,000.00
5	Asphalt Removal	SY	75	\$ 10.00	\$ 750.00	\$ 10.00	\$ 750.00	\$ 10.00	\$ 750.00	\$ 25.00	\$ 1,875.00
6	6" Asphalt Patching	SY	75	\$ 75.00	\$ 5,625.00	\$ 70.00	\$ 5,250.00	\$ 50.00	\$ 3,750.00	\$ 100.00	\$ 7,500.00
7	Minot Water Treatment Plant Site Piping										
	30" DI Water Main	LF	645	\$ 400.00	\$ 258,000.00	\$ 290.00	\$ 187,050.00	\$ 300.00	\$ 193,500.00	\$ 325.00	\$ 209,625.00
	18" DI Water Main	LF	30	\$ 200.00	\$ 6,000.00	\$ 180.00	\$ 5,400.00	\$ 255.00	\$ 7,650.00	\$ 275.00	\$ 8,250.00
	8" Class	LF	111	\$ 100.00	\$ 11,100.00	\$ 69.00	\$ 7,659.00	\$ 72.00	\$ 7,992.00	\$ 80.00	\$ 8,880.00
	30" DI Fittings	EA	9	\$ 20,000.00	\$ 180,000.00	\$ 6,000.00	\$ 54,000.00	\$ 9,000.00	\$ 81,000.00	\$ 9,500.00	\$ 85,500.00
	18" DI Fittings	EA	2	\$ 10,000.00	\$ 20,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,650.00	\$ 3,300.00	\$ 2,000.00	\$ 4,000.00
	8" DI Fittings	EA	2	\$ 2,500.00	\$ 5,000.00	\$ 600.00	\$ 1,200.00	\$ 270.00	\$ 540.00	\$ 600.00	\$ 1,200.00
	30" Gate Valve	EA	4	\$ 25,000.00	\$ 100,000.00	\$ 38,500.00	\$ 154,000.00	\$ 35,000.00	\$ 140,000.00	\$ 37,500.00	\$ 150,000.00
	18" Gate Valve	EA	1	\$ 15,000.00	\$ 15,000.00	\$ 13,000.00	\$ 13,000.00	\$ 14,500.00	\$ 14,500.00	\$ 17,000.00	\$ 17,000.00
	8" Gate Valve	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00
	Minot Water Treatment Plant Connection	EA	1	\$ 50,000.00	\$ 50,000.00	\$ 59,000.00	\$ 59,000.00	\$ 58,000.00	\$ 58,000.00	\$ 65,000.00	\$ 65,000.00
	Raw Water Flushing Connection	EA	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 7,500.00	\$ 7,500.00	\$ 8,500.00	\$ 8,500.00
	NAWS Pipeline Connection	EA	1	\$ 30,000.00	\$ 30,000.00	\$ 55,000.00	\$ 55,000.00	\$ 25,000.00	\$ 25,000.00	\$ 30,000.00	\$ 30,000.00
	NAWS Pipeline Flushing and Pressure Testing (Milestone 3)	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 15,000.00	\$ 15,000.00	\$ 18,000.00	\$ 18,000.00
H	Sundre Reservoir Construction (Milestone 2)										
1	Sundre Reservoir Foundation	LS	1	\$ 500,000.00	\$ 500,000.00	\$ 640,955.00	\$ 640,955.00	\$ 443,500.00	\$ 443,500.00	\$ 575,000.00	\$ 575,000.00
2	Sundre Reservoir Walls	LS	1	\$ 580,000.00	\$ 580,000.00	\$ 425,000.00	\$ 425,000.00	\$ 350,000.00	\$ 350,000.00	\$ 500,000.00	\$ 500,000.00
3	Sundre Reservoir Roof and Roof Supports	LS	1	\$ 575,000.00	\$ 575,000.00	\$ 520,000.00	\$ 520,000.00	\$ 600,000.00	\$ 600,000.00	\$ 539,000.00	\$ 539,000.00
4	Sundre Reservoir Insulation	LS	1	\$ 125,000.00	\$ 125,000.00	\$ 60,000.00	\$ 60,000.00	\$ 15,000.00	\$ 15,000.00	\$ 125,000.00	\$ 125,000.00
5	Sundre Reservoir Mechanical	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 7,000.00	\$ 7,000.00	\$ 50,000.00	\$ 50,000.00	\$ 55,000.00	\$ 55,000.00
6	Sundre Reservoir Electrical	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 7,500.00	\$ 7,500.00
I	Wellfield Work										
1	Afterbay transmission line plug	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 10,000.00	\$ 10,000.00	\$ 7,500.00	\$ 7,500.00	\$ 12,000.00	\$ 12,000.00
2	Well A, B, and E Control and SCADA Modifications	EA	3	\$ 20,000.00	\$ 60,000.00	\$ 20,000.00	\$ 60,000.00	\$ 18,000.00	\$ 54,000.00	\$ 20,000.00	\$ 60,000.00
3	Well C Control and SCADA Modifications	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 7,500.00	\$ 7,500.00	\$ 7,000.00	\$ 7,000.00	\$ 7,500.00	\$ 7,500.00
AA-1	Hydraulic Seed and Mulch	AC	6	\$ 2,500.00	\$ 15,250.00	\$ 1,500.00	\$ 9,150.00	\$ 2,200.00	\$ 13,420.00	\$ 3,500.00	\$ 21,350.00
BASE BID TOTAL					\$ 6,577,323.00		\$ 6,496,900.00		\$ 6,787,321.50		\$ 7,062,103.00
BID WITH ALTERNATE TOTAL					\$ 6,592,573.00		\$ 6,506,050.00		\$ 6,800,741.50		\$ 7,083,453.00



Bismarck Office

P

701.323.0200

F

701.323.0300

3712 Lockport Street | Bismarck ND 58503

April 24, 2017

VIA EMAIL & US MAIL

Mr. Dan Jonasson
City of Minot Public Works Director
1025 31st St. SE
Minot, ND 58701

**Subject: Bid Review Opinion
City Contract No. 4195.1
Sundre Raw Water Supply Reservoir and Pump Station**

Mr. Jonasson,

The following review was performed on the bids received for the referenced project. Four Bids were received for the Project, however the Bid from PKG Contracting, Inc. could not be opened due to a missing notarization on the Acknowledgement for Principal in the Bid Bond Envelope attachment. The other three bids were conforming with the requirements to be opened, with Rice Lake Construction Group of Deerwood, Minnesota the apparent low bidder and ICS Inc. of Grand Forks, North Dakota and Swanberg Construction Inc. of Valley City, North Dakota also submitting conforming Bids. Upon full tabulation of the Bids, it was discovered that ICS had included prices for the Well D work that was stricken with Addendum #3. Once the totals for Well D work were removed, ICS was found to be the actual Low Bidder with just under a \$100,000 margin.

BIDDING INFORMATION REVIEW:

The following table summarizes the bids received from the three (3) bidders that submitted on the project: (1) ICS Inc.; (2) Rice Lake Construction Group; and (3) Swanberg Construction, Inc. A summary of each bidder's information provided as requested and required to be considered as a responsive and responsible bidder follows the tabulated bid information:

Bidder	Base Bid Price	Alternate Bid Price
ICS, Inc.	\$6,563,330.50	\$6,579,230.50
Rice Lake Construction Group	\$6,663,200.00	\$6,674,860.00
Swanberg Construction Inc.	\$6,887,872.00	\$6,900,062.00
Engineers OPCC	\$6,377,223.00	\$ 6,390,473.00

ICS, Inc.

- 1) No irregularities were noted in the Bid Bond, Acknowledgement of Principal or Surety.
- 2) A North Dakota Class A Contractors License Certificate of Renewal was provided.
- 3) Receipt of Addenda 1 through 3 were acknowledged.
- 4) The EJCDC C-451 Qualification Statement was provided, including resumes of key personnel.
- 5) Failure to complete project and dispute history certification was provided with "None" indicated.
- 6) The list of subcontractors and suppliers was not included, but has since been provided.

Dan Jonasson

April 24, 2017

Re: Bid Review Opinion – City Project No. 4195.1

Page 2 of 3

Rice Lake Construction Group

- 1) No irregularities were noted in the Bid Bond, Acknowledgement of Principal or Surety.
- 2) A North Dakota Class A Contractors License Certificate of Renewal was provided.
- 3) Receipt of Addenda 1 through 3 were acknowledged.
- 4) The EJCDC C-451 Qualification Statement was provided, including resumes of key personnel.
- 5) Failure to complete project and dispute history certification was provided with "None" indicated.
- 6) The list of subcontractors and suppliers was included.

Swanberg Construction, Inc.

- 1) No irregularities were noted in the Bid Bond, Acknowledgement of Principal or Surety.
- 2) A North Dakota Class A Contractors License Certificate of Renewal was provided.
- 3) Receipt of Addenda 1 through 3 were acknowledged.
- 4) The EJCDC C-451 Qualification Statement was provided, including resumes of key personnel, however some safety information was not filled out.
- 5) Failure to complete project and dispute history certification was provided with "None" indicated.
- 6) The list of subcontractors and suppliers was not included.

BID SUMMARY:

Bid tabulation (attached) was performed to verify mathematical accuracy of total prices as unit prices control for any discrepancies. Analysis indicated that no discrepancies were noted on either Rice Lake Construction Group or Swanberg Construction, Inc. bids. A discrepancy was noted with ICS Inc. in that the Well D bid items were included in the total. The discrepancy did change the relative price position and once removed placed ICS Inc. in the Low Bidder Position.

Based on the bid tabulation, ICS Inc. is the Low Bidder for the referenced project.

BID ASSESSMENT:

The only issue noted during bid assessment other than the previously explained Well D improvement price included in the ICS bid was the lack of a Subcontractor and Supplier List for the ICS and Swanberg Bids. Upon contacting Gary Beeter with ICS, the list was immediately provided. Both ICS and Rice Lake listed Fusion Automation as the Electrical Subcontractor for the project which has caused some concern with our Electrical Engineer. Fusion Automation does carry a North Dakota Electrical Contractor's License but has not performed major Electrical Contracting work that we are familiar with so we have requested that qualifications for this Subcontractor be submitted and evaluated before executing Award for the project. As both ICS and Rice Lake had Fusion listed for the project and Swanberg was over \$300,000 higher than the low bid, we do not expect this qualification evaluation to affect the outcome of the Bid Results but need to confirm their qualifications nonetheless.

The low bid for the Project was approximately 3 percent (\$186,107.50) over the Engineers OPCC for the Work.

Dan Jonasson

April 24, 2017

Re: Bid Review Opinion – City Project No. 4195.1

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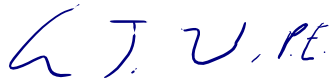
SUMMARY:

We recommend that the bid for Construction of the Sundre Raw Water Supply Reservoir and Pump Station (City Contract No. 4195.1) submitted by ICS Inc. in the amount of \$6,563,330.50 be accepted, with consideration given to accepting Additive Alternate No. 1 in the amount of \$15,900.00. The total contract price including the alternate would be \$6,579,230.50. We also recommend that award be conditional upon acceptance of the Electrical Subcontractor qualifications.

If you have any questions or require additional information, please contact me at (701) 751-6266 or by e-mail at akemmet@houstoneng.com.

Sincerely,

HOUSTON ENGINEERING, INC.

A handwritten signature in blue ink that reads "A. J. Kemmet, PE". The signature is stylized with a large initial "A" and a cursive "J".

Alan J. Kemmet, PE
Principal/Project Manager

Attachments (1)

BID TABULATION
Sundre Reservoir and Pump Station
HEI Project 6027-048
City of Minot Project No. 4195.1

Engineer: Houston Engineering, Inc.
18 3rd Street SE Suite 100
Minot, ND 58701
Phone (701) 852-7931

Bid Opening: April 21, 2017
Time: 11:00 am

				Engineer's OPCC		ICS, Inc.		Rice Lake Construction		Swanberg Construction	
Item No.	Description	Unit	Quantity	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
A	Mobilization, Demobilizations, Bonds, Insurance	LS	1	\$250,000.00	\$ 250,000.00	\$150,000.00	\$ 150,000.00	\$500,000.00	\$ 500,000.00	\$300,000.00	\$ 300,000.00
B	Traffic Control and Signage	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 4,000.00	\$ 4,000.00
C	Erosion Control	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 10,000.00	\$ 10,000.00	\$ 27,000.00	\$ 27,000.00	\$ 16,000.00	\$ 16,000.00
D	City Well D Modifications										
1	Sundre Well D Electrical and SCADA Modifications	LS	1	\$ -	\$ -	\$ 60,000.00	-	\$ -	\$ -	\$ -	\$ -
2	Well D Modifications	LS	1	\$ -	\$ -	\$100,000.00	-	\$ -	\$ -	\$ -	\$ -
E	Site Work (Milestone 2)										
1	Clearing & Grubbing	AC	6.1	\$ 5,000.00	\$ 30,500.00	\$ 1,500.00	\$ 9,150.00	\$ 5,500.00	\$ 33,550.00	\$ 1,200.00	\$ 7,320.00
2	Tree Removal	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 25,000.00	\$ 25,000.00	\$ 6,500.00	\$ 6,500.00	\$ 35,000.00	\$ 35,000.00
3	Topsoil Stripping - 6"	CY	3,228	\$ 5.00	\$ 16,140.00	\$ 5.00	\$ 16,140.00	\$ 13.00	\$ 41,964.00	\$ 4.50	\$ 14,526.00
4	Topsoil Placement - 6"	CY	3,228	\$ 10.00	\$ 32,280.00	\$ 14.00	\$ 45,192.00	\$ 10.00	\$ 32,280.00	\$ 13.00	\$ 41,964.00
5	General Excavation	CY	25,250	\$ 5.00	\$ 126,250.00	\$ 5.00	\$ 126,250.00	\$ 7.00	\$ 176,750.00	\$ 5.00	\$ 126,250.00
6	Compacted Backfill	CY	18,500	\$ 10.00	\$ 185,000.00	\$ 4.00	\$ 74,000.00	\$ 9.00	\$ 166,500.00	\$ 4.00	\$ 74,000.00
7	6" Aggregate Surface Course	SY	3,677	\$ 20.00	\$ 73,540.00	\$ 17.00	\$ 62,509.00	\$ 33.00	\$ 121,341.00	\$ 16.00	\$ 58,832.00
8	Type R1 Geotextile	SY	3,677	\$ 3.00	\$ 11,031.00	\$ 3.50	\$ 12,869.50	\$ 2.00	\$ 7,354.00	\$ 3.00	\$ 11,031.00
9	Reinforced Concrete	CY	25	\$ 300.00	\$ 7,500.00	\$ 800.00	\$ 20,000.00	\$ 1,000.00	\$ 25,000.00	\$ 620.00	\$ 15,500.00
10	ECB Type 1	SY	590	\$ 3.00	\$ 1,770.00	\$ 2.00	\$ 1,180.00	\$ 1.60	\$ 944.00	\$ 2.50	\$ 1,475.00
	ECB Type 2	SY	7,360	\$ 3.00	\$ 22,080.00	\$ 2.00	\$ 14,720.00	\$ 1.60	\$ 11,776.00	\$ 2.50	\$ 18,400.00
11	Seeding and Mulching	AC	5	\$ 2,000.00	\$ 10,000.00	\$ 950.00	\$ 5,035.00	\$ 800.00	\$ 4,240.00	\$ 880.00	\$ 4,664.00
12	Trees (4' Ponderosa Pine)	EA	100	\$ 100.00	\$ 10,000.00	\$ 250.00	\$ 25,000.00	\$ 250.00	\$ 25,000.00	\$ 215.00	\$ 21,500.00
13	18" CMP with FES	LS	1	\$ 12,000.00	\$ 12,000.00	\$ 6,500.00	\$ 6,500.00	\$ 7,500.00	\$ 7,500.00	\$ 6,000.00	\$ 6,000.00
	24" CMP with FES	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 6,000.00	\$ 6,000.00	\$ 9,000.00	\$ 9,000.00	\$ 5,000.00	\$ 5,000.00
	8" RJ DI Water Main	LF	37	\$ 100.00	\$ 3,700.00	\$ 80.00	\$ 2,960.00	\$ 72.00	\$ 2,664.00	\$ 78.00	\$ 2,886.00
	18" RJ DI Water Main	LF	37	\$ 261.00	\$ 9,657.00	\$ 100.00	\$ 3,700.00	\$ 92.00	\$ 3,404.00	\$ 98.00	\$ 3,626.00
	24" RJ DI Water Main	LF	639	\$ 300.00	\$ 191,700.00	\$ 130.00	\$ 83,070.00	\$ 125.00	\$ 79,875.00	\$ 130.00	\$ 83,070.00
	24" DI Fittings	EA	15	\$ 10,000.00	\$ 150,000.00	\$ 4,000.00	\$ 60,000.00	\$ 3,600.00	\$ 54,000.00	\$ 3,850.00	\$ 57,750.00
	18" Gate Valve	EA	2	\$ 19,000.00	\$ 38,000.00	\$ 16,000.00	\$ 32,000.00	\$ 14,500.00	\$ 29,000.00	\$ 15,000.00	\$ 30,000.00
	24" Gate Valve	EA	2	\$ 20,000.00	\$ 40,000.00	\$ 25,000.00	\$ 50,000.00	\$ 22,000.00	\$ 44,000.00	\$ 23,200.00	\$ 46,400.00
	Flushing & Pressure Testing (Milestone 3)	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 40,000.00	\$ 40,000.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00
14	Chain Link Fence and Gates	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 25,000.00	\$ 25,000.00	\$ 19,000.00	\$ 19,000.00	\$ 20,600.00	\$ 20,600.00
15	Street Lighting and Electrical	LS	1	\$ 10,000.00	\$ 10,000.00	\$500,000.00	\$ 500,000.00	\$395,000.00	\$ 395,000.00	\$415,000.00	\$ 415,000.00
16	Flow Meter Vault	LS	1	\$ 50,000.00	\$ 50,000.00	\$ 65,000.00	\$ 65,000.00	\$ 54,000.00	\$ 54,000.00	\$ 57,000.00	\$ 57,000.00
F	Sundre Pump Station Construction										
1	Foundation	LS	1	\$150,000.00	\$ 150,000.00	\$236,000.00	\$ 236,000.00	\$400,000.00	\$ 400,000.00	\$210,000.00	\$ 210,000.00
2	Building	LS	1	\$300,000.00	\$ 300,000.00	\$550,000.00	\$ 550,000.00	\$300,000.00	\$ 300,000.00	\$417,000.00	\$ 417,000.00
3	Process	LS	1	\$750,000.00	\$ 750,000.00	\$640,000.00	\$ 640,000.00	\$800,000.00	\$ 800,000.00	\$800,000.00	\$ 800,000.00
4	Industrial Coatings	LS	1	\$ 65,000.00	\$ 65,000.00	\$ 40,000.00	\$ 40,000.00	\$ 27,000.00	\$ 27,000.00	\$ 40,000.00	\$ 40,000.00
6	Electrical	LS	1	\$650,000.00	\$ 650,000.00	\$600,000.00	\$ 600,000.00	\$500,000.00	\$ 500,000.00	\$513,000.00	\$ 513,000.00
5	Mechanical - HVAC	LS	1	\$ 75,000.00	\$ 75,000.00	\$120,000.00	\$ 120,000.00	\$115,000.00	\$ 115,000.00	\$125,000.00	\$ 125,000.00
G	Minot Water Treatment Plant Work										
1	Structural	LS	1	\$ 50,000.00	\$ 50,000.00	\$100,000.00	\$ 100,000.00	\$300,000.00	\$ 300,000.00	\$122,000.00	\$ 122,000.00
2	Mechanical	LS	1	\$200,000.00	\$ 200,000.00	\$200,000.00	\$ 200,000.00	\$150,000.00	\$ 150,000.00	\$470,000.00	\$ 470,000.00
3	Industrial Coatings	LS	1	\$ 10,000.00	\$ 10,000.00	\$ 13,000.00	\$ 13,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
4	Pressure Reducing Station - Mechanical	LS	1	\$ 15,000.00	\$ 15,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
5	Asphalt Removal	SY	75	\$ 10.00	\$ 750.00	\$ 25.00	\$ 1,875.00	\$ 10.00	\$ 750.00	\$ 15.00	\$ 1,125.00
6	6" Asphalt Patching	SY	75	\$ 75.00	\$ 5,625.00	\$ 200.00	\$ 15,000.00	\$ 50.00	\$ 3,750.00	\$ 60.00	\$ 4,500.00
7	Minot Water Treatment Plant Site Piping										
	30" DI Water Main	LF	645	\$ 400.00	\$ 258,000.00	\$ 320.00	\$ 206,400.00	\$ 300.00	\$ 193,500.00	\$ 315.00	\$ 203,175.00
	18" DI Water Main	LF	30	\$ 200.00	\$ 6,000.00	\$ 280.00	\$ 8,400.00	\$ 255.00	\$ 7,650.00	\$ 265.00	\$ 7,950.00
	8" Class	LF	111	\$ 100.00	\$ 11,100.00	\$ 80.00	\$ 8,880.00	\$ 72.00	\$ 7,992.00	\$ 78.00	\$ 8,658.00
	30" DI Fittings	EA	9	\$ 20,000.00	\$ 180,000.00	\$ 15,000.00	\$ 135,000.00	\$ 9,000.00	\$ 81,000.00	\$ 9,200.00	\$ 82,800.00
	18" DI Fittings	EA	2	\$ 10,000.00	\$ 20,000.00	\$ 2,000.00	\$ 4,000.00	\$ 1,650.00	\$ 3,300.00	\$ 1,700.00	\$ 3,400.00
	8" DI Fittings	EA	2	\$ 2,500.00	\$ 5,000.00	\$ 300.00	\$ 600.00	\$ 270.00	\$ 540.00	\$ 285.00	\$ 570.00
	30" Gate Valve	EA	4	\$ 25,000.00	\$ 100,000.00	\$ 40,000.00	\$ 160,000.00	\$ 3,500.00	\$ 14,000.00	\$ 37,400.00	\$ 149,600.00
	18" Gate Valve	EA	1	\$ 15,000.00	\$ 15,000.00	\$ 18,000.00	\$ 18,000.00	\$ 14,500.00	\$ 14,500.00	\$ 15,000.00	\$ 15,000.00
	8" Gate Valve	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 3,000.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00	\$ 2,600.00	\$ 2,600.00
	Minot Water Treatment Plant Connection	EA	1	\$ 50,000.00	\$ 50,000.00	\$ 65,000.00	\$ 65,000.00	\$ 58,000.00	\$ 58,000.00	\$ 63,000.00	\$ 63,000.00
	Raw Water Flushing Connection	EA	1	\$ 20,000.00	\$ 20,000.00	\$ 9,000.00	\$ 9,000.00	\$ 7,500.00	\$ 7,500.00	\$ 8,100.00	\$ 8,100.00
	NAWS Pipeline Connection	EA	1	\$ 30,000.00	\$ 30,000.00	\$ 27,000.00	\$ 27,000.00	\$ 25,000.00	\$ 25,000.00	\$ 27,100.00	\$ 27,100.00
	NAWS Pipeline Flushing and Pressure Testing (Milestone 3)	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 6,500.00	\$ 6,500.00	\$ 5,000.00	\$ 5,000.00	\$ 6,000.00	\$ 6,000.00
H	Sundre Reservoir Construction (Milestone 2)										
1	Sundre Reservoir Foundation	LS	1	\$500,000.00	\$ 500,000.00	\$520,000.00	\$ 520,000.00	\$607,176.00	\$ 607,176.00	\$750,000.00	\$ 750,000.00
2	Sundre Reservoir Walls	LS	1	\$580,000.00	\$ 580,000.00	\$530,000.00	\$ 530,000.00	\$350,000.00	\$ 350,000.00	\$468,500.00	\$ 468,500.00
3	Sundre Reservoir Roof and Roof Supports	LS	1	\$575,000.00	\$ 575,000.00	\$550,000.00	\$ 550,000.00	\$600,000.00	\$ 600,000.00	\$606,000.00	\$ 606,000.00
4	Sundre Reservoir Insulation	LS	1	\$125,000.00	\$ 125,000.00	\$ 97,000.00	\$ 97,000.00	\$ 15,000.00	\$ 15,000.00	\$ 78,000.00	\$ 78,000.00
5	Sundre Reservoir Mechanical	LS	1	\$ 40,000.00	\$ 40,000.00	\$ 18,900.00	\$ 18,900.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00
6	Sundre Reservoir Electrical	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
I	Wellfield Work										
1	Afterbay transmission line plug	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 37,000.00	\$ 37,000.00	\$ 7,500.00	\$ 7,500.00	\$ 36,000.00	\$ 36,000.00
2	Well A, B, and E Control and SCADA Modifications	EA	3	\$ 20,000.00	\$ 60,000.00	\$ 35,000.00	\$ 105,000.00	\$ 17,800.00	\$ 53,400.00	\$ 19,000.00	\$ 57,000.00
3	Well C Control and SCADA Modifications	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 8,500.00	\$ 8,500.00	\$ 6,500.00	\$ 6,500.00	\$ 7,000.00	\$ 7,000.00
AA-1	Hydraulic Seed and Mulch	AC	5	\$ 2,500.00	\$ 13,250.00	\$ 3,000.00	\$ 15,900.00	\$ 2,200.00	\$ 11,660.00	\$ 2,300.00	\$ 12,190.00
BASE BID TOTAL					\$6,377,223.00		\$6,563,330.50		\$6,663,200.00		\$6,887,872.00
BID WITH ALTERNATE TOTAL					\$6,390,473.00		\$6,579,230.50		\$6,674,860.00		\$6,900,062.00



TO: Mayor Chuck Barney
Members of the City Council

FROM: Jason Sorenson, Assistant Public Works Director

DATE: May 24, 2017

SUBJECT: Landfill – Cell 6 Construction (Project Number 4241)

I. RECOMMENDED ACTION

1. Recommend award to Farden Construction Inc. in the amount of \$1,137,362.05.
2. Authorize the Mayor to sign the documents on behalf of the city.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

Bids were opened on Tuesday May 23, 2017 for the construction of cell 6 at the Minot Landfill. A tabulation of the bids is as follows:

<u>Bidder</u>	<u>Bid Price</u>
<i>Farden Construction Inc.</i>	<i>\$1,137,362.05</i>
<i>Berger Enterprises, LLC</i>	<i>\$1,287,616.42</i>
<i>Burski Excavating Inc.</i>	<i>\$1,362,292.25</i>
<i>Veit & Company, Inc.</i>	<i>\$1,437,328.80</i>
<i>AE2S Construction, LLC</i>	<i>\$1,441,793.39</i>
<i>RJ Zavoral & Sons, Inc.</i>	<i>\$1,461,995.00</i>
<i>Wagner Construction</i>	<i>\$1,554,133.47</i>
<i>Gratech Company, LLC</i>	<i>\$1,644,646.78</i>
<i>Excavating, Inc.</i>	<i>\$1,674,358.36</i>
<i>Tom's Backhoe Service, Inc.</i>	<i>\$1,834,933.50</i>
<i>JR Ferche, Inc.</i>	<i>\$1,854,348.56</i>
<i>Kern & Taberry, Inc.</i>	<i>\$1,856,035.44</i>
<i>Strata Corporation</i>	<i>\$2,080,240.20</i>

IV. IMPACT:

B. Fiscal Impact:

The engineers estimate for the project is \$1.6 million. Funding for this project was budgeted in Landfill Capital Purchases in the amount of \$1.6 million

Project Costs

Total		\$1,137,362.05
Engineering		<u>\$ 318,905.00</u>
	Total	\$1,456,267.05



TO: Mayor Chuck Barney
Members of the City Council

FROM: Dan Jonasson, Director of Public Works

DATE: 5-19-2017

SUBJECT: WATER/SEWER BUILDINGS P#4060

I. RECOMMENDED ACTION

1. Recommend approving \$225,000 from existing funds allocated to a new building addition for relocation and setup of two flood buyout shops to Public Works site.

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

Since 2015 we have been working to add a heated 40 x 76' shop addition to the water sewer office for meter work/storage as well as heated storage for vehicles that need to be kept inside during the winter months for emergency water repairs and sewer calls. In 2015 we bid this facility and bids came in at over \$550,000. There was not adequate funding for this addition, so we budgeted additional funds in 2016 to complete the work in 2017. A total of \$610,000 has been budgeted for this addition. Since this time, the City had acquired two 40' x 80' buildings through the flood buyout process. We have looked into moving these buildings to the public works site in lieu of building the Water and Sewer addition. One of these buildings is insulated and heated, one is uninsulated and would be utilized for much needed cold storage. We have been working on costs to relocate the buildings, pour slabs and have the buildings set up for storage. One as heated storage for the water sewer dept. in place of the proposed addition we have funding for near the water sewer office. This would replace an old building that was moved in back in the 70's that is structurally failing. The second building would be placed on the Public Works site for storage. We estimate we can move both of these buildings, which are 40' x 80' each for approximately \$225,000. This would reduce the amount of funding by more than 50%, yet provide over twice the amount of much needed storage. These buildings that would be moved from the buyout would otherwise be sold for little or nothing or demolished. We believe this is a more resilient use of these structures.

B. Proposed Project

Relocation of two 40' x 80' buildings from the flood buyout area to Public Works.

IV. IMPACT:

A. Strategic Impact:

Reduction in project cost from \$610,000 for a 40 x 76' building to \$225,000 for two buildings of larger size.

B. Fiscal Impact:

Funding for this project was approved by City Council in the 2015 and 2016 budgets. This approach would reduce the cost of the project by \$385,000, utilize buildings from a flood buyout while providing twice the amount of storage.

V. ALTERNATIVES

Alt 1. Move ahead with the existing original project at a cost of \$610,000

Alt 2. Approved the revised project and relocate two existing buildings.

Alt 2. The City Council could deny any work.

VI. TIME CONSTRAINTS

Council's approval of the recommendation will allow the project to move ahead and relocate these structures in June. These structures need to be removed for phase 1 of the flood protection work.

Approved for Council Agenda: _____

Date: _____



TO: Mayor Chuck Barney
Members of the City Council

FROM: Jason Sorenson, Assistant Director of Public Works

DATE: May 22, 2017

SUBJECT: **SANITARY SEWER REHAB – LIFT STATIONS (Project Number 4010)**

I. RECOMMENDED ACTION

1. Recommend Council approve the request to amend the current contract with Apex by \$29,700 to include design and construction engineering for Burdick and Carney lift stations.
2. Authorize the Mayor to sign the amendment on the City's behalf.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

Public Works has been working with Apex Engineering to rehab some older lift stations in the City. Some of these lifts have original pumps and equipment from the 1970s. In 2016, Apex provided design and construction engineering services to rehab Perkett, 16th St, and Muus lift stations. Once our sewer rehab projects were closed out in 2016, we had some funding left over that was encumbered to continue updating lift stations.

B. Proposed Project

Like the other lifts that have been rehabbed, Burdick and Carney lifts have older pumps from the 1970s and parts are expensive and difficult to find. Apex will survey the lift stations and provide design and construction engineering to replace the existing pumps with new more efficient pumps and replace valves and piping.

IV. IMPACT:

B. Fiscal Impact:

Funds were budgeted in 2017 for sanitary sewer rehabilitation in the amount of \$700,000.

Project Costs

Consultant Contract Amendment	\$29,700
Project Cost	\$246,410
Total	\$276,110

V. TIME CONSTRAINTS

Council's approval of the recommendation will allow the project to be completed by the end of June 2017.



TO: Mayor Chuck Barney
Members of the City Council

FROM: Jason Sorenson, Asst. Director of Public Works

DATE: May 18, 2017

SUBJECT: GARBAGE AND TRASH ORDINANCE CHANGES

I. RECOMMENDED ACTION

1. Recommend the City Council pass an ordinance on first reading amending Chapter 14 (Garbage and Trash)

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

In mid-July the Minot Sanitation Department will be rolling out the new automated trash collection service. With the changes occurring with the service, many existing ordinances will no longer apply. Many of the changes are in reference to miscellaneous sanitation and landfill charges, waste cart placement, and how and where to place waste carts.

One of the major changes pertains to which residences the new service applies. As we went through the survey for cart size selection we discovered many residences that do not receive City trash collection. For many different reasons groups for the past 20-30 years have been allowed to opt out of City trash collection. Some of these were condos or town homes with private drives. Many of the properties are adjacent to City right of way, but are receiving private collection. More recently there are groups wanting to opt out because they don't like or don't want to participate in automated collection. Since one of the primary reasons to move to an automated type collection is to clean up our community and reduce loose trash blowing around, we should be ensuring as many residences as possible receive City collection. In an effort to reset and create a more standardized approach to collection, language has been added to the Code of Ordinances to mandate all single family residential collection is performed by the City of Minot. This change will affect approximately 1200 residences. We would plan to survey cart size for those affected once we complete automated collection roll out. Once we complete the survey and give residents time to cancel private hauling contracts, the City would acquire the necessary carts, assemble and deliver to each residence and bring these additional households into our collection service early in 2018.

IV. IMPACT:

A. Strategic Impact:

NA

B. Service/Delivery Impact:

The change requiring City collection of all residential properties will affect approximately 1200 properties. These are properties that have been allowed to opt out of City collection for different reasons that currently use a private hauler for collection.

C. Fiscal Impact:

With the addition of 1200 new accounts to sanitation collection, this will generate approximately \$233,000 in additional income annually.

V. ALTERNATIVES

Alt 1. The Council could approve the ordinances as amended.

Alt 2. The City Council could make a recommendation to modify some of the recommended amendments.

VI. TIME CONSTRAINTS

Council's approval of the recommendation will ensure the proper ordinances are in place prior to start-up of the new collection service in mid-July.

VII. LIST OF ATTACHMENTS

- A. Code of Ordinances – Chapter 14 Garbage and Trash

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 14 (GARBAGE AND TRASH) OF THE CODE OF ORDINANCES

WHEREAS, The City of Minot has the authority to enact ordinances relating to collection of garbage and trash;

WHEREAS, The City of Minot previously enacted various Ordinances under Chapter 14 of the City of Minot Code of Ordinances relating to Garbage and Trash;

WHEREAS, The City of Minot desires to amend Chapter 14 of the City of Minot Code of Ordinances;

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

§1. That Chapter 14 (Garbage and Trash) of the Code of Ordinances, City of Minot, North Dakota, is hereby amended to read as follows:

Chapter 14 – Garbage and Trash

ARTICLE I. – In General

Sec. 14-1. - Definitions.

As used in this chapter, unless otherwise required:

Abandon means a voluntary and permanent cessation of control over one's personal property.

Dispose means the actual or arranged removal of personal possessions from one's residence, business, or other property.

Garbage and trash means waste.

Garbage cart means a container which meets the requirements of section 14-153.

Hazardous waste means waste determined to be hazardous by the state department of health or the director of public works. The director of public works may determine waste to be hazardous which:

- (1) Causes or significantly contributes to an increase in death or serious illness;
- (2) Poses a substantial hazard to human or environmental health when improperly treated, stored, disposed of, or otherwise managed; or
- (3) Exhibits extraction procedure (EP) toxicity, corrosiveness, flammability, or chemical reactivity.

Industrial waste means special waste as defined in NDCC 23-29-03(14).

Inert waste means nonputrescible waste which does not generally contaminate water or form a contaminated leachate. Inert waste does not serve as food for vectors. Inert waste includes, but is

not limited to: construction and demolition material such as metal, wood, bricks, masonry and cement concrete, tires, tree branches, bottom ash from coal fire boilers, and waste coal fines from air pollution control equipment.

Major appliance means an air conditioner, clothes drier, clothes washer, dishwasher, freezer, microwave oven, oven, refrigerator, stove, furnace, water heater, humidifier, dehumidifier, garbage disposal, trash compactor, or other similar appliance.

Regulated infectious waste means waste defined as such in Chapter 33-20-12 of the North Dakota Administrative Code.

Scatter means to place or abandon waste where it may be moved by the environment.

Waste means abandoned or disposed personal property reasonably perceived as not wanted by the owner. Waste does not include material which is lawfully disposed in the city sanitary sewer system.

Yard waste means grass clippings and other similar organic materials commonly associated with the yard of a domestic residence.

Sec. 14-2. - Improper disposal or abandonment of waste prohibited.

- (a) It is unlawful to abandon or scatter waste, except as allowed in this section.
- (b) A person may dispose of waste as prescribed by a valid and lawful state, federal, or local license or permit, or otherwise as allowed by state and federal law and regulation.
- (c) A person may dispose of waste, other than those wastes described in subsection (d), by delivering the waste to the city waste management utility, or by surrendering the waste to the utility for collection. Waste disposal must occur in accordance with the restrictions of this chapter and the regulations adopted by the director of public works.
- (d) The wastes which are not disposable pursuant to subsection (c) are the following:
 - (1) Liquids exceeding amounts occurring normally in household waste.
 - (2) Regulated infectious waste, except for:
 - a. Regulated infectious waste in amounts normally present in household waste; or
 - b. Regulated infectious waste treated pursuant to Chapter 33-20-12 of the North Dakota Administrative Code and which is lawfully delivered to a waste transporter.
 - (3) Hazardous waste, except in amounts normally present in household waste.
 - (4) Petroleum oil or petroleum grease.
 - (5) Major appliances.
 - (6) Industrial waste.
 - (7) Raw or digested sewage sludge, grit chamber cleanings, animal manure, septic tank pumpings, bar screenings, and other such sludge.
 - (8) Lead acid batteries.
 - (9) Any other substance or material prohibited by regulation adopted by the director of public works.

- (e) Notwithstanding subsection (d), a waste management utility may accept prohibited waste selectively, at the discretion of the director of public works. The director of public works may impose reasonable conditions on accepting prohibited waste.
- (f) Strict liability is the level of culpability necessary to establish an offense under this section. In the event of a prosecution, it is an affirmative defense that waste was disposed of or abandoned as allowed by this section.

Secs. 14-3—14-100. - Reserved.

ARTICLE II. - WASTE MANAGEMENT UTILITY

DIVISION 1. - GENERALLY

Sec. 14-101. - Created; powers.

- (a) The city waste management utility is hereby created as a city utility fund.
- (b) The waste management utility has the power to:
 - (1) own and dispose of real and personal property, or interests therein;
 - (2) to sue and be sued;
 - (3) to exercise the power of eminent domain; and
 - (4) to pledge and expend the revenues provided for in this chapter (see sections 14-126 and 14-127), and such other monies or assets as lawfully may be placed at its disposal.
- (c) The waste management utility shall be under the control and direction of the director of public works.

Sec. 14-102. - Collected waste an asset.

The waste management utility has a proprietary ownership interest in waste which it collects and all places where it disposes of, treats, or stores such waste, unless the waste is transferred to another party by the utility for disposal, treatment, or storage. Access to the premises where the utility disposes of, treats, or stores its collected waste, and any removal of waste from those premises, will be subject to reasonable rules provided by the director of public works. A knowing failure to adhere to such rules is an offense.

Secs. 14-103 Mandatory Waste Collection

The waste management utility has sole responsibility to collect, transport and dispose of all residential waste except residential waste from (1) mobile home parks; (2) apartment buildings with more than four (4) units; and (3) multi-level condominium complexes with units that do not have an individual ground floor exit. Where ambiguity exists in the type of residential unit, the requirement for waste management utility collection services shall be at the discretion of the public works director. The City of Minot shall not be held responsible for damage to private property roadways during waste management collection.

DIVISION 2. - FEES AND COLLECTION

Sec. 14-126. - Mandatory fees.

Pursuant to the city's taxing, police, and proprietary powers, there is hereby imposed upon every person who has an account with the city water and sewer utility, a waste management utility fee in the following amounts: ~~amount of eight dollars and sixty-eight cents (\$8.68) per month,~~

35 Gallon Cart: \$14.72 per month

65 Gallon Cart: \$16.22 per month

95 Gallon Cart: \$17.72 per month

If only one (1) dwelling unit receives water and sewer services under that account, only one monthly waste management utility fee shall be imposed. If more than one (1) dwelling unit is serviced under that account, then a separate monthly waste management utility fee shall be imposed for each serviced dwelling unit.

Sec. 14-127. - Other city fees.

- (a) If, pursuant to section 14-126, a charge is imposed against a person who has a city water and sewer utility account, the person shall pay a monthly waste management utility fee for each unit served under that account. In order to accommodate special circumstances involving townhouses and condominiums, the public works director may allow an entity to pay as many monthly waste management utility fees each month as there are units in the condominium or townhouse complex.
- (b) The waste management utility shall charge the following fees for disposing of waste delivered to it at its landfill:
 - (1) Municipal solid waste, per ton \$40.00
Minimum charge \$10.00
 - (2) Inert waste, per ton \$30.00
Minimum charge \$5.00
 - (3) Lime sludge, per ton13.00
 - (4) Water treatment plant lime sludge, per ton6.50

- (5) Surcharge for landfill cleanup, per ton, included in the above rates0.50
- (6) Tires:
 - Individual automobile tire3.00
 - Individual truck tire5.00
 - Individual tractor tire15.00
 - Individual heavy equipment tire25.00
 - For multiple tires, \$200.00 per ton with a minimum rate of \$50.00 required
- (7) Asbestos and contaminated soils: Set by public works director.
- (8) Other: Set by public works director.
- (c) Fees may also be imposed under the authority of section 14-2(e).

Sec. 14-128. - State fees.

The waste management utility will follow state law when collecting fees required by state law.

Sec. 14-129. - Fee billing and collection.

- (a) The City has the same fee collection rights as a water or sewer utility. City water and sewer utility fees, and state waste fees collected by the City under section 14-128, will be billed with other fees charged by the utility and under the same terms of payment.
- (b) The payment of fees imposed by this chapter and not described in subsection (a), including prepayment, payment security devices like performance bonds, or the extension of credit, will be governed by terms and conditions established by the director of public works. Any such fee is an indebtedness to the City and may be collectable by legal action if delinquent.

Secs. 14-130—14-150. - Reserved.

DIVISION 3. - SERVICES

Sec. 14-151. - Collection and disposal services.

- (a) A person who is not more than thirty (30) days delinquent in the payment of waste management utility fees, under section 14-126 or section 14-127(a) or section 14-128, is

entitled to waste pickup and disposal services from the utility, subject to the following conditions:

- (1) The amount of waste picked up at a dwelling unit must fit within in the cart chosen by the resident. Waste placed outside the cart will not be collected.
 - (2) Prohibited waste defined in section 14-2(d) will not be collected unless special arrangements are made pursuant to section 14-2(e).
 - (3) The waste must be packaged and handled in accordance with section 14-152, or in accordance with special arrangements made pursuant to section 14-2(e).
 - (4) The waste cart must be placed for collection on the street curb or on edge of street pavement. If the director of public works has designated the alley as the waste collection site for a dwelling, the waste cart must be placed for collection within three (3) feet of the alley lot line and where access to it from the alley is not impeded by a fence.
 - (5) The city should collect waste twice per week, subject to disruptions caused by holidays, weather conditions, equipment breakdowns, snow, and other emergencies.
- (b) The failure of the waste management utility to provide services, or the utility's refusal to accept a waiver of services, may be interpreted as a waiver by the utility of its right to collect mandatory fees.
- (c) The waste management utility shall provide the disposal services implied by the fee schedule in section 14-127(b). The waste management utility may provide other collection and disposal services by special arrangement under section 14-2(e).

Sec. 14-152. - Preparing waste for collection.

- (a) The city waste management utility may refuse to accept waste for disposal if the waste is not treated, prepared, or handled in accordance with the provisions of this section.
- (b) Household waste placed in the waste cart must be inside of a plastic bag capable of containing the weight and volume of waste. Inert waste that cannot fit practically inside of a plastic bag may be paced loosely inside the waste cart.
- (e) Liquid must be drained from the waste.
- (f) Yard waste may be delivered to designated waste management utility yard waste disposal sites.

Sec. 14-153. Waste Carts.

- (a) One waste cart will be provided by the City of Minot to each dwelling in the waste management utility district. The resident of the dwelling must maintain the cart's cleanliness and serviceability.
- (b) A resident can request additional carts if needed. An additional fee, as outlined in section 14-126, for extra carts will apply.

- (c) City issued carts must be free of snow and ice.
- (d) Automated waste collection carts are not allowed to be placed in metal/wooden racks of any kind
- (e) A resident is responsible for replacing damaged waste collection cart not damaged by the City.
- (f) A resident may not write, paint or mark on city issued waste collection carts.
- (g) Waste collection carts must remain at the property at all times.
- (h) All waste must fit in the cart for collection.

Sec. 14-154. - Time restrictions on placement of waste for collection; penalty.

- (a) A person may not place waste for collection by the City pursuant to section 14-151:
 - (1) Before 6:00 p.m. on the day prior to the collection day; or
 - (2) Beyond the waste collection point after the collection crew has begun its collection route on collection day.
 - (3) "Collection day" means the day scheduled by the City for the collection of waste.
- (b) The resident must remove the waste cart from the waste collection point before 10:00 p.m. on the day the container was emptied by the City.
- (c) This section may be enforced by an administrative civil penalty as an alternative to prosecution in municipal court. The civil penalty may equal up to the monthly amount being charged for garbage pickup at the time of the offense. The civil penalty must be added to the utility bill of the penalized person as soon as practicable after the alleged offense occurred. The civil penalty charged to the utility bill must contain a written explanation of the charge and the right to contest the charge.
- (d) A person penalized under subsection (c) may contest the penalty no later than ten (10) days after the due date provided in the billing. To contest the penalty, a person must:
 - (1) Notify the department of public works in writing stating the basis for the contest; and
 - (2) May provide evidence supporting the claim.

Upon receipt of the notice, the director of public works shall assign an employee of the department to investigate the validity of the imposed penalty. The investigating employee must be an employee other than, and superior in rank to, the department employee who initiated the civil penalty proceedings.

- (e) If the contestant is unsatisfied following the internal review provided for in subsection (d), the contestant has the right to a hearing before the City Council. The request for an appeal must be in writing and must be accompanied by any evidence the contestant wishes to be considered. The Council shall schedule and conduct an appeals hearing as soon as practicable. The City has the burden of proof at the hearing. In the event the City has photographic or video evidence of the circumstances, the evidence may be admitted at the hearing as *prima facie* evidence of the offense.

ARTICLE III. - MULTI-FAMILY RESIDENTIAL DUMPSTERS

Sec. 14-201. - Dumpsters.

- (a) The owner of each new multi-family residential development, or the owner of an existing multi-family development who seeks to improve the property by at least twenty-five (25) percent of total true and full value, must provide dumpsters for waste.
- (b) The director of public works may make reasonably inspect a property to determine:
 - (1) the number of dumpsters and the number of pickups per week necessary to provide the minimum level of service required for the removal of waste from multi-family residential developments; and
 - (2) to determine the rate to be charged for the service.
- (c) The director of public works may charge an overflow surcharge fee to be applied to the customer's monthly water bill when waste overflow occurs. The public works director shall determine the amount of the surcharge.

Sec. 14-202. - Location.

All dumpsters provided in accordance with subsection 14-201(a) must not be visible from the view of adjacent streets and properties. All dumpster locations must meet the following standards:

- (1) A location must be enclosed with a minimum six-foot high fence which obscures the dumpster and contains windblown litter and trash.
- (2) A location may not be located in a required front yard, and a dumpster location may not be in a street or public right-of-way.
- (3) Dumpsters must be placed on a concrete pad large enough to provide adequate support and drainage.
- (4) A location must be kept in a nuisance free and odor free condition.
- (5) A location must meet setback requirements to be established at the time a building permit is issued.

Sec. 14-203. - Specifications.

All dumpsters provided for developments described in subsection 14-201(a), whether provided by the owner or by the waste hauler, must be constructed of durable rust and corrosion-resistant metal, and be equipped with lids or doors to minimize material and paper from being blown from the dumpsters. Dumpsters must be painted and shall be kept in good repair.

Sec. 14-204. - Placement of garbage outside dumpsters; violations.

- (a) It is unlawful for the owner or person in charge or control of a multi-family residential development, whether newly constructed, currently existing or improved, to have waste outside a dumpster. Upon receiving notification of a complaint, the property owner or person in possession or control of the premises has until the same time the following business day, excluding Saturdays, Sundays, and state and federal holidays, to correct the problem. Failure to correct the problem will result in the imposition of fines and fees. Fines and fees for violations are as follows:
- (1) First offense, fifty-dollar (\$50.00) fee plus cost of disposal of the waste.
 - (2) Second offense within a one-year period, one hundred-dollars (\$100.00) fee plus cost of disposal of the waste.
 - (3) Third and subsequent offenses within a one-year period, two hundred-dollar (\$200.00) fee plus cost of disposal of the waste. An owner not otherwise subject to section 14-202 shall locate dumpsters to the rear of the building, or enclose the dumpster, unless doing so would relieve an owner or person in charge from the provisions of this section.
- (b) A separate offense is committed every day a violation is present.

Sec. 14-205. - Unlawful disposal.

It is unlawful for a person to dispose of waste into dumpsters at locations not located on property they own, lease, or rent. A violation of this section is punishable under section 1-8 of this Code.

§2. 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



TO: Mayor Chuck Barney
Members of the City Council

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

DATE: 5/22/2017

SUBJECT: **US 2-42ND ST SE PROJECT COST PARTICIPATION AND MAINENANCE (CPM)
AGREEMENT CITY PROJECT 4181**

I. RECOMMENDED ACTION

1. Recommend approval of the Cost Participation and Maintenance Agreement with the NDDOT and authorize the Mayor and staff to execute the agreement
2. Council pass a resolution authorizing the use of general obligation bonds to fund the city's share of the improvement cost.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer	857-4100
Sunil Jeboo, Traffic Engineer	857-4111

III. DESCRIPTION

A. Background

The intersection at US Highway 2 and 42nd St in east Minot is slated for major improvements in 2018. The City entered into an agreement with the NDDOT to design the improvements in 2016. The project stems from a need identified in the City's 2035 Transportation Plan. The intersection currently warrants a traffic signal, has poor lines of sight, and has a poor level of service especially as traffic levels have increased with continued development in the area. The City and NDDOT have programmed local, State and Federal funds to pay for the improvements.

IV. IMPACT:

A. Strategic Impact:

The intersection of US 2 and 42nd St serves as a major access point to US 2 for both eastbound and westbound traffic in the area. To the east of the intersection 55th Crossing development, Nedrose School, NDDOT offices, and implement dealers need better access to the highway. To the west, new and existing industrial areas, City of Minot Public Works operations, and existing housing need better access to the highway. The re-alignment, traffic signal, and adequate turn lanes will solve the access issues, level of service, and line of sight issues.

B. Service/Delivery Impact:

Access to businesses and residents within this area will be affected. Detour routes and construction phasing is set up to help alleviate the issues. Engineers and the NDDOT have been communicating and coordinating with the businesses to address as many concerns as possible.

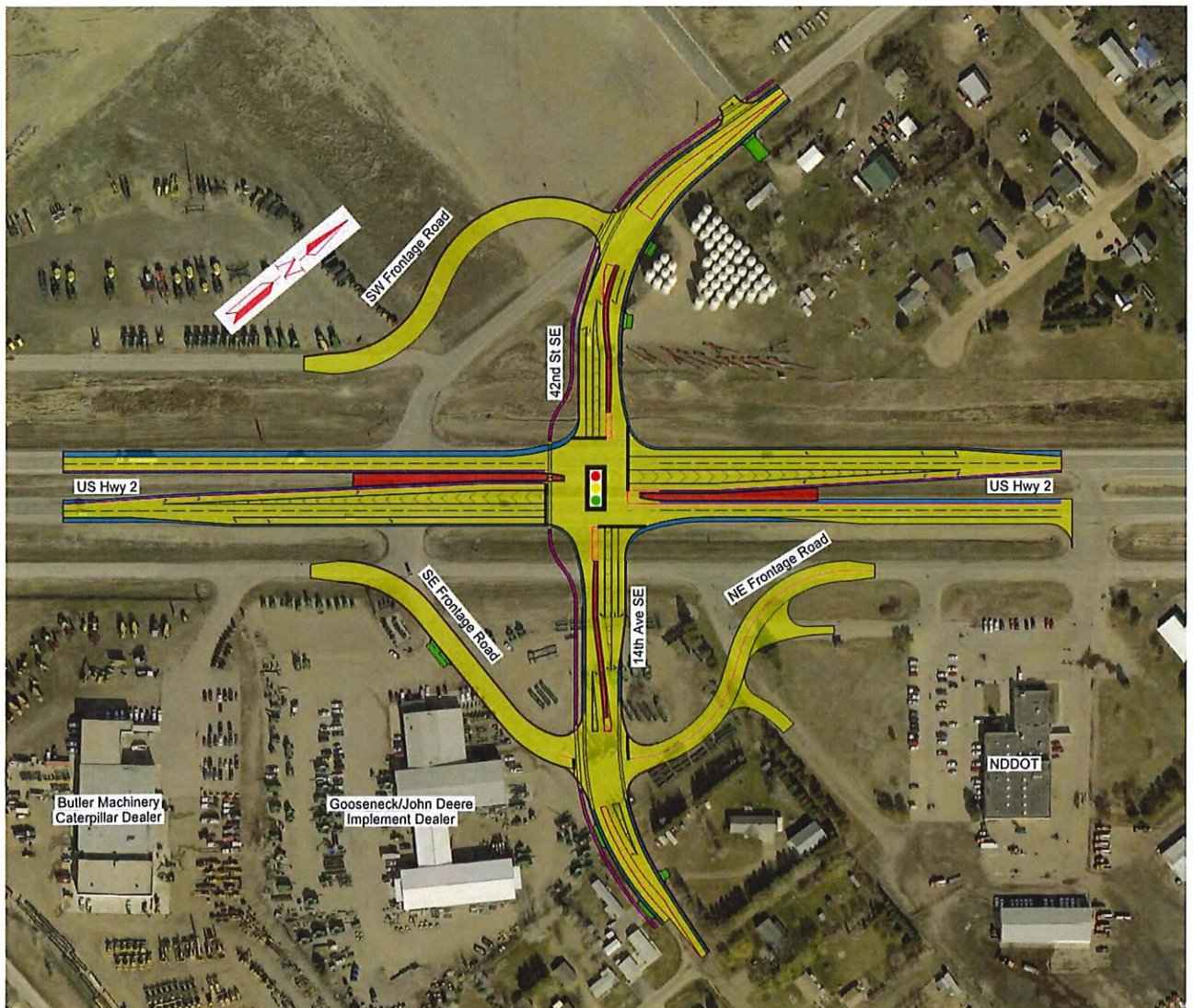
C. Fiscal Impact:

Local funds for this project have been identified in the City's Capital Improvement Plan. An engineering agreement with the NDDOT was approved in 2016 by the City Council. The estimated total project cost is \$4,412,743, almost entirely paid for by the Federal and State governments. The anticipated city share of the project cost is \$370,325 which is further broken down in the attached Appendix A of the CPM agreement.

General obligation bonds would be used to pay for the City's local share of the project.

V. **ALTERNATIVES**

Only two viable alternatives came from the preliminary design. Either build the project or do not build the project. Shown below is the build alternative:

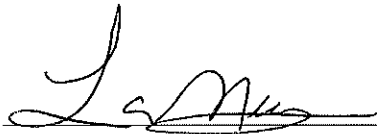


VI. **TIME CONSTRAINTS**

N/A

VII. LIST OF ATTACHMENTS

- A. CPM Agreement NHU-4-002(116)149
- B. Appendix A Minot US 2 and 42nd St
- C. NHU-4-002(116)149 Map

Approved for Council Agenda: _____

Date: 5/22/17

**North Dakota Department of Transportation
COST PARTICIPATION AND MAINTENANCE AGREEMENT**

Federal Award Information – to be provided by NDDOT

CFDA No: 20.205

CFDA Title: Highway Planning & Construction

Award Name: Federal Aid Highway Program

Awarding Fed. Agency: Federal Highway Admin

NDDOT Program Mgr: Ardin Striefel

Telephone: 328-2559

Notice to Subrecipients: Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

Project No. NHU-4-002(116)149

WHEREAS, the North Dakota Department of Transportation intends to proceed with the construction of the following-described street improvement:

Location: US HIGHWAY 2 AND 42ND STREET SE / 14th Ave SE

Type of Improvement: Hot Bituminous Asphalt, Signals, Storm Sewer, Watermain, Sidewalk, Signals, Striping, and Lighting

Point of Beginning: Sta. 7906+27.50 or RP 149.740

Point of Ending: Sta. 7924+36.29 or RP 150.083

NOW, THEREFORE, in consideration of the mutual benefits to be derived therefrom, it is agreed between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and the city of Minot, North Dakota, hereinafter referred to as the City, that NDDOT will construct the project in accordance with the current edition of NDDOT's *Standard Specifications for Road and Bridge Construction* and with the plans approved by the City, identified as project NHU-4-002(116)149, and incorporated into this agreement by reference.

1. The City

US 2:

- a. Will pay 0 percent of the cost of rights of way and easements acquired for the project; and
- b. Will pay 0 percent of the total cost of all items which are determined eligible for federal aid participation. This total cost will include the actual construction cost plus 10 percent for the preliminary and construction engineering; and

42nd Street/14th Avenue SE and Frontage Roadways:

- a. Will pay 20 percent of the cost of rights of way and easements acquired for the project; and
- b. Will pay 20 percent of the total cost of all items which are determined eligible for federal aid participation. This total cost will include the actual construction cost plus 10 percent for the preliminary and construction engineering; and



- c. Will pay 100 percent of the construction costs plus 10 percent for the preliminary and construction engineering of all items not eligible for federal aid participation.
2. The City will pay to NDDOT as the work progresses or when completed its share of the total cost of the project as defined in paragraph 1.
3. It is specifically agreed that if at any time the City fails to pay the amount billed to NDDOT within 60 days after billings, this document shall constitute an assignment of funds derived from the State Highway Tax Distribution Fund now or hereafter coming into the hands of the State Treasurer to the credit of the City, and the State Treasurer is hereby directed to deliver and pay over to NDDOT all funds credited to the City until the total thereof equals the sum billed pursuant to this agreement. The preliminary cost estimate of the project is \$4,412,743, with the City's estimated share being \$370,325.
4. All signs, signals, markings, and other protective structures erected on or in connection with the project, including those installed at the sole cost and expense of the City or by others, shall be approved by NDDOT. All traffic control devices will be in conformance with the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways.
5. The City will control the length and location of curb openings for future entrances and will not permit the length of curb openings for entrances to exceed the length shown on the plans or as shown on a sketch of typical entrances for similar entrances; and will prohibit the construction or use of any entrances along the project within the City other than those shown on the plans, without prior approval of NDDOT.
6. The City will not change any speed limit signs as shown on the plans without prior approval of NDDOT.
7. The City will prohibit double and diagonal parking and will control all parallel parking where allowed within the limits of the project in a manner satisfactory to NDDOT and to the Federal Highway Administration (FHWA), or both.
8. Appendices A and E of the Title VI Assurances, attached, are hereby incorporated into and made a part of this agreement.
9. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
10. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend less than \$750,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. Additionally, all entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.
11. The City is advised that its signature on this contract or agreement certifies that any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency within the past three years; and has not been



indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.

12. NDDOT is not responsible for any Property Taxes or Special Assessments on property which has been acquired as part of the roadway reconstruction project. The City is responsible to make arrangements for deferral or payment of such Taxes and/or Special Assessments.

13. The City:

- a. Will at its own expense, maintain or cause to be maintained, the pavement, pavement markings, storm sewer, and snow removal on the portions of the project beginning at the stop bars and extending away from Highway 2 including the SE and SW frontage roadways.
- b. Will do routine maintenance of the lighting (such as bulb changes and routine electrical maintenance.)
- c. Will do routine maintenance and programming of the signals (including wiring controllers and cameras).
- d. Will provide electrical services for all lighting and traffic signals included on this project.

14. NDDOT:

- a. Will do maintenance of pavement, pavement markings, storm drainage, and snow plowing on the portions of the project along the mainline of Highway 2 (between stop bars) and the NE frontage road.
- b. Will do major replacements (due to damage) or upgrades to lighting and signals.



Executed by the city of Minot, at Minot, North Dakota, the last date below signed.

APPROVED:

City of _____

CITY ATTORNEY (TYPE OR PRINT)

NAME (TYPE OR PRINT)

SIGNATURE

SIGNATURE

DATE

*

TITLE

DATE

ATTEST:

CITY AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

Executed for the North Dakota Department of Transportation by the Director at Bismarck, North Dakota, the last date below signed.

APPROVED as to substance by:

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

DIVISION DIRECTOR(TYPE OR PRINT)

DIRECTOR (TYPE OR PRINT)

SIGNATURE

SIGNATURE

DATE

DATE

*Mayor or President City Commission

CLA 17058 (Div. 38)
L.D. Approved 11-07; ; C.M. 05/15/201702-16



AUTHORIZATION

At a _____ meeting held on the _____ day of _____, 20____, it was moved by _____ and seconded by _____ that the attached certification and agreement be approved, and that the * _____ and City Auditor be authorized to execute in behalf of the City of _____ and that two executed copies be returned to the NDDOT Director.

Adopted on a vote of ____ aye, ____ nay, _____ absent.

ATTEST:

APPROVED:

CITY AUDITOR (TYPE OR PRINT)

City of _____

SIGNATURE

NAME (TYPE OR PRINT)

DATE

SIGNATURE

*

TITLE

DATE

CERTIFICATION

It is hereby certified that the City of _____ will issue improvement warrants to finance the amounts that the City is obligated to pay under terms of the attached agreement with the North Dakota Department of Transportation and that authority to do so has been obtained in accordance with the Section 40-22-06 of the North Dakota Century Code.

Executed at _____, North Dakota, the last date below signed.

ATTEST:

APPROVED:

CITY AUDITOR (TYPE OR PRINT)

City of _____

SIGNATURE

NAME (TYPE OR PRINT)

DATE

SIGNATURE

*

TITLE

DATE

*Mayor or President City Commission



CERTIFICATION OF LOCAL MATCH

It is hereby certified that the City of _____ will provide non-federal funds, whose source is identified below, as match for the amount the City is obligated to pay under the terms of the attached agreement with the North Dakota Department of Transportation. The certified amount does not duplicate any federal claims for reimbursement, nor are the funds used to match other federal funds, unless expressly allowed by federal regulation.

Non-Federal Match Funds provided by City. Please designate the source(s) of funds in the city budget that will be used to match the federal funds obligated for this project through the North Dakota Department of Transportation.

Source:

Executed at _____, North Dakota, the last date below signed.

ATTEST:

APPROVED:

CITY AUDITOR (TYPE OR PRINT)

City of _____

SIGNATURE

NAME (TYPE OR PRINT)

DATE

SIGNATURE

*

TITLE

DATE

*Mayor or President of City Commission

CLA 17058 (Div. 38)
L.D. Approved 11-07; ; C.M. 05/15/201702-16



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX A OF THE TITLE VI ASSURANCES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



NORTH DAKOTA DEPARTMENT OF TRANSPORTATION APPENDIX E OF THE TITLE VI ASSURANCES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



Risk Management Appendix

Routine* Service Agreements With Sovereign Entities and Political Subdivisions of the State of North Dakota:

Parties: **State** – State of North Dakota, its agencies, officers and employees

Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees

Governments – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Each party shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability** and **automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **\$250,000 per person** and **\$500,000 per occurrence**. The minimum limits of liability required of the State are **\$250,000 per person** and **\$1,000,000 per occurrence**.
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

Defend, indemnify, and hold harmless the Governments, its agencies, officers and employees, from and against claims based on the vicarious liability of the Governments or its agents, but not against claims based on the Government's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Subcontractor to the Governments under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Governments is necessary. Subcontractor also agrees to defend, indemnify, and hold the Governments harmless for all costs, expenses and attorneys' fees incurred if the Governments prevail in an action against Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are \$250,000 per person and \$1,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

*See *North Dakota Risk Management Manual*, section 5.1 for discussion of "unique" and "routine" agreements.

RM Consulted 2007
Revised 5-09



Appendix A

NHU-4-002(116)149 Cost Estimate and Funding Breakdown

Cost Estimate:	Total		Federal	State	City
US 2 Mainline Estimate =	\$2,590,761	=	\$2,096,703	\$494,058	\$0
42nd Street Estimate =	\$858,286	=	\$694,611	\$0	\$163,675
Frontage Road Estimate =	\$481,347	=	\$389,554	\$0	\$91,793
Subtotal =	\$3,930,394	=	\$3,180,868	\$494,058	\$255,468
Pipe Conduit vs. Reinforced Concrete Pipe Estimate =	\$89,310	=			\$89,310
Construction Engineering Estimate =	\$393,039	=	\$318,087	\$49,406	\$25,547
Total of Engineer's Estimate =	\$4,412,743		\$3,498,955	\$543,464	\$370,325

Note: The costs above are estimated.

5/11/2017

DESIGN DATA - R.P. 149,740 to R.P. 149,924			
Traffic	Average Daily		
Current	Pass: 10,630	Trucks: 1,170	Total: 11,800
Forecast	Pass: 33,335	Trucks: 3,665	Total: 37,000
Clear Zone Distance: 24'		Design Speed: 55 mph	
Minimum Sight Dist. for Stopping: 495'		Bridges: N/A	
Limited Access Control			
Pavement Design Life 20 (years)			
Design Accumulated One-way Flexible ESALs: 3,576,437			
DESIGN DATA - R.P. 149,924 to R.P. 150,083			
Traffic	Average Daily		
Current	Pass: 7,800	Trucks: 1,125	Total: 8,925
Forecast	Pass: 19,230	Trucks: 2,770	Total: 22,000
Clear Zone Distance: 24'		Design Speed: 55 mph	
Minimum Sight Dist. for Stopping: 495'		Bridges: N/A	
Limited Access Control			
Pavement Design Life 20 (years)			
Design Accumulated One-way Flexible ESALs: 3,576,437			

JOB #
NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION
NHU-4-002(116)149

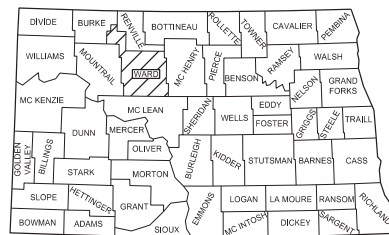
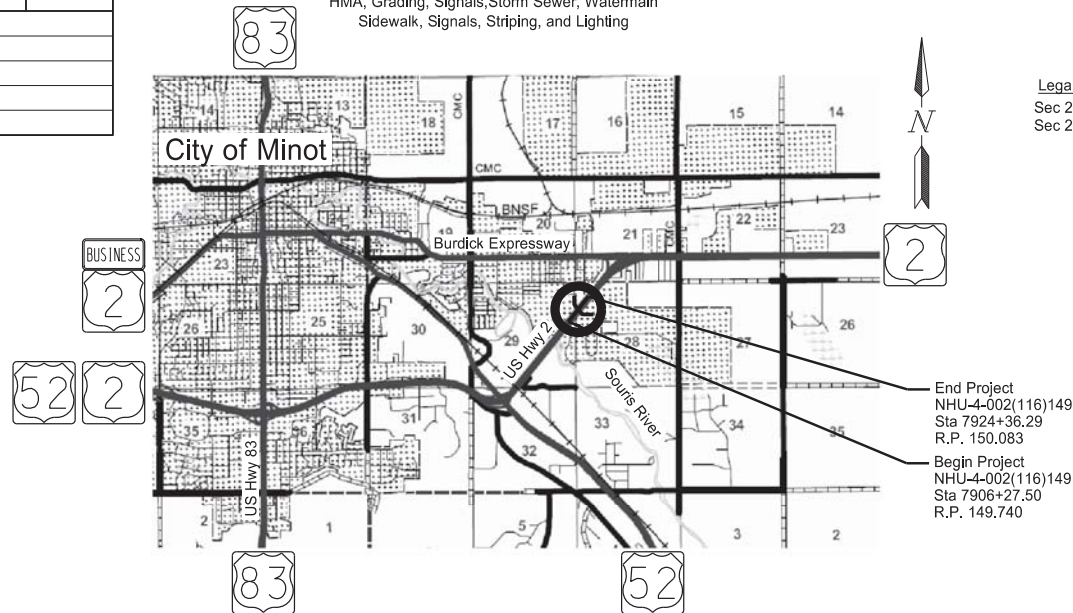
FHWA Project of Division Interest (PODI)
 Ward County
 US Hwy 2 & 42nd St Intersection Improvements
 Minot, ND
 HMA, Grading, Signals, Storm Sewer, Watermain
 Sidewalk, Signals, Striping, and Lighting

GOVERNING SPECIFICATIONS:

2014 Standard Specifications adopted by the North Dakota
 Department of Transportation and the Supplemental Specifications
 effective on the date the project is advertised.

PROJECT NUMBER \ DESCRIPTION	NET MILES	GROSS MILES
NHU-4-002(116)149	0.343	0.343

Legal Descriptions
 Sec 28 T155 R82W
 Sec 29 T155 R82W



STATE COUNTY MAP

DESIGNERS**DISTRICT REVIEW**

MINOT DISTRICT

APPROVED DATE _____

OFFICE OF PROJECT DEVELOPMENT
ND DEPARTMENT OF TRANSPORTATION

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

APPROVED DATE _____

SRF CONSULTING GROUP, INC.

This document
 is preliminary
 and not for
 construction or
 implementation
 purposes.

REIMBURSEMENT RESOLUTION
DECLARING OFFICIAL INTENT

BE IT RESOLVED by the 5th day of June of 2017 (the “City”), as follows:

1. Recitals.

(a) The Internal Revenue Service has issued Section 1.150-2 of the Income Tax Regulations (the “Regulations”) dealing with the issuance of obligations, all or a portion of the proceeds of which are to be used to reimburse the City for project expenditures made by the City prior to the date of issuance.

(b) The Regulations generally require that the City make a prior declaration of its official intent to reimburse itself for such prior expenditures out of the proceeds of a subsequently issued borrowing no later than 60 days after payment of such expenditure, that the borrowing occur and the reimbursement allocation be made from the proceeds of such borrowing within eighteen months of the payment of the expenditure or, if longer, within eighteen months of the date the project is placed in service, but in no event more than three years after the date the original expenditure was paid and that the expenditure must either be a capital expenditure, or a cost of issuance of the obligation.

2. Official Intent Declaration.

The City desires to comply with requirements of the Regulations with respect to the following capital projects (the Projects) in order to preserve the option of the City to finance the costs of the Projects with tax-exempt obligations:

A. US 2 – 42nd St SE (Project # 4181) Cost: Approximately \$6,413,000.

The City reasonably expects to reimburse all or a portion of the expenditure made for costs of the Projects out of the proceeds of an obligation, as defined in the Regulations.



TO: Mayor Chuck Barney
Members of the City Council

FROM: Jacqueline Melcher, Assistant City Engineer *jm*

DATE: May 15, 2017

SUBJECT: **REQUEST FOR PERMANENT ENCROACHMENT WITHIN CITY RIGHT-OF-WAY FOR 1025 5TH STREET SW – CONCRETE IN THE BOULEVARD**

I. RECOMMENDED ACTION

1. Recommend that the City Council deny the encroachment permit. However, if Council wishes to approve, City Staff recommends that concrete pavers be placed in the boulevard with the following conditions:
 1. That the Owner, Michael Huff, 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) 857-4100
Jacqueline Melcher, Assistant City Engineer	(701) 857-4100

III. DESCRIPTION

A. Background

A request has been received for an encroachment permit to allow concrete pavers to be placed in the narrow boulevard for a length of 55 feet on the east side of 5th Street SW and encroach approximately 111 square feet into the City right-of-way.

In general, for residential properties, the City requires grass in boulevard areas. There are several properties in this part of town that have concrete boulevards due to the reduced width of right-of-way.

IV. IMPACT:

NA

V. ALTERNATIVES

NA

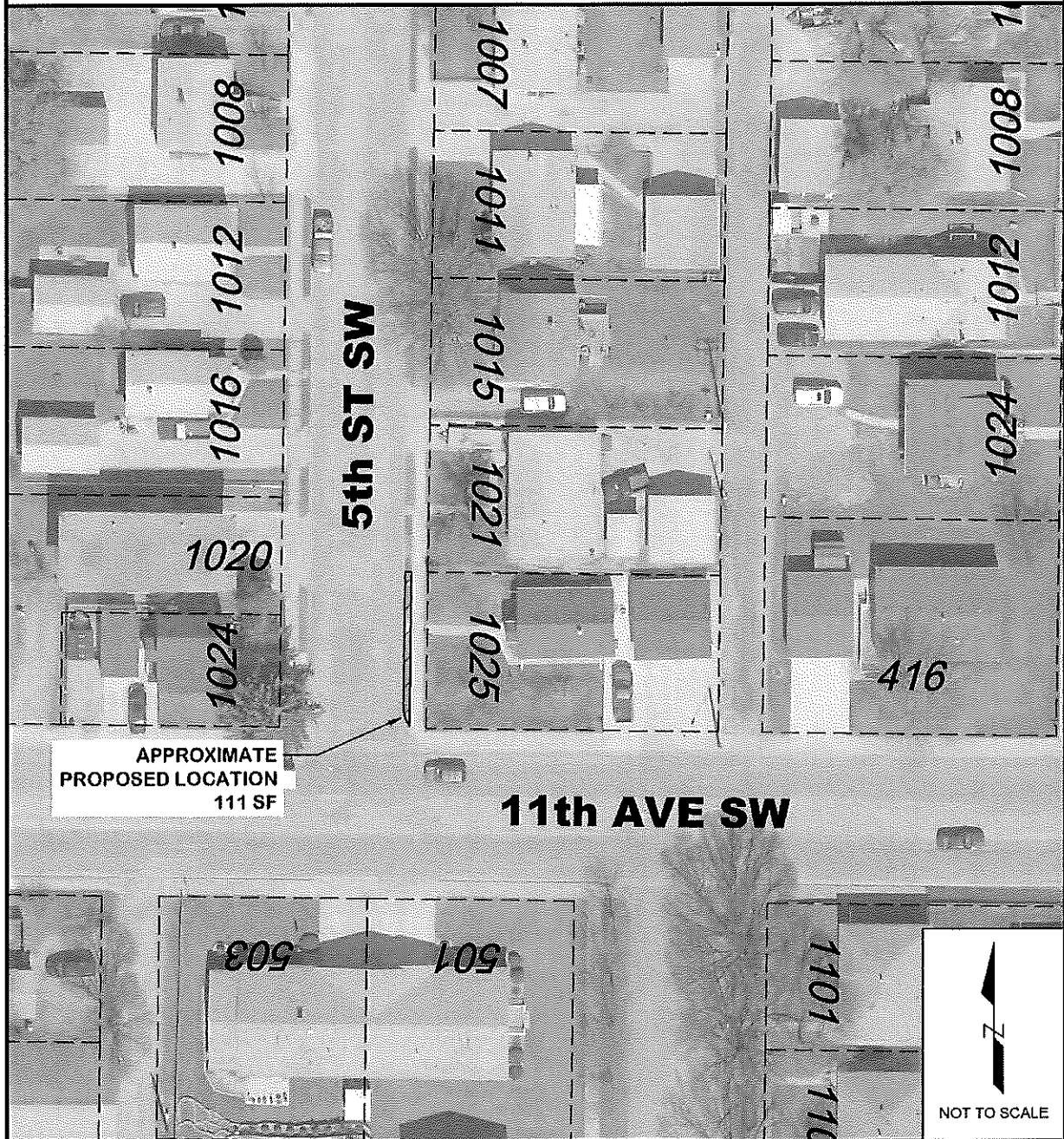
VI. TIME CONSTRAINTS

NA

VII. LIST OF ATTACHMENTS

- A. Encroachment Exhibit
- B. Letter from Homeowner

PROPOSED ENCROACHMENT PERMIT FOR
1025 5TH AVE SW
ENCROACHMENT BEING ADJACENT TO
BROOKLYN ADDITION BLOCK 87 LOTS 14 & 15
CITY OF MINOT, NORTH DAKOTA



MAP CREATED MAY 18, 2017

April 28, 2017

Lance Meyer
City of Minot Engineer
857-4100
Lance.Meyer@minotnd.org

Michael E. & Mary E. Huff
1025 - 5th Street SW
Minot, North Dakota, 58701-4512
(701) 838-2044
mehuff@srt.com

REF: Request for Encroachment Agreement

Dear Mr. Meyer and City of Minot Public Works and Safety Committee,

Lance, per our phone conversation on April 26, 2017, here is my Letter of Encroachment Agreement Request to replace the grass with concrete in the boulevard between the sidewalk and curb in front of our home at 1025 5th Street SW, Minot.

I have researched and identified that there are no electric power, water, sewer, MDU gas, telephone, or cable TV services in this area in front of my home at 1025 5th Street SW, Minot. All of these utilities are in the alley behind my house.

The electric power, telephone and cable TV are aerial located on Power/Telephone poles in the alley behind our home. The water, sewer and MDU gas access are underground in the same alley behind our home.

I am aware that the City of Minot can terminate this agreement at any time. I will also pay to remove and replace this concrete in the boulevard between the sidewalk and curb in front of my home if or when the city needs to.

We have already replaced the concrete sidewalk in front of our home (at 1025 5th Street SW, Minot) due to pitting and cracks. This boulevard between the sidewalk and curb is twenty-eight inches wide and fifty-seven feet long.

Our reason for replacing this area with concrete is because it is hard to maintain and keep healthy grass on it due to the City snow plows spreading sand, salt and road chemicals on this boulevard. This causes weeds and sand to appear which is an unsightly and unattractive appearance to our property.

Attached to this email is a document which shows twenty-eight properties in my neighborhood which have replaced their boulevard grass with concrete between the sidewalk and curb. These properties have been highlighted in the color Magenta. I have also attached pictures pertaining to the area of my request.

Your consideration in favor of my request would be sincerely and greatly appreciated.

Respectfully submitted,

Michael E. Huff

ORDINANCE NO. 5188

AN ORDINANCE AMENDING CHAPTER 1 (TITLE AND APPLICATION), SUBSECTION 1-2(6) (APPLICATION); AND CHAPTER 5 (RI SINGLE-FAMILY RESIDENTIAL DISTRICT) SUBSECTION 5-7(D)(3) (LOT, HEIGHT, AREA, AND YARD REQUIREMENTS); AND CHAPTER 8 (R3C TOWNHOUSE RESIDENTIAL DISTRICT) SUBSECTION 8-2 (GENERAL DESCRIPTION); AND CHAPTER 9 (RH HIGH DENSITY RESIDENTIAL DISTRICT) SUBSECTION 9-7(E)(2) (LOT, HEIGHT, AREA, AND YARD REQUIREMENTS) AND SUBSECTION 9-8(E) (SPECIAL REQUIREMENTS FOR MULTI-FAMILY RESIDENTIAL DEVELOPMENTS); AND CHAPTER 11 (C2 GENERAL COMMERCIAL DISTRICT) SUBSECTION 11-7(D) (LOT, HEIGHT, AREA, AND YARD REQUIREMENTS), AND CHAPTER 12 (C3 CENTRAL BUSINESS DISTRICT) SUBSECTION 12-13(A) (SIGNAGE PERMITTED WITHIN THE C3 DISTRICT); AND CHAPTER 13 (PUD PLANNED UNIT DEVELOPMENT) SUBSECTION 13-9(A) (REVIEW AND AMENDMENTS); AND CHAPTER 14 (MI LIGHT INDUSTRIAL DISTRICT) SUBSECTION 14-3(A) (USES PERMITTED) AND SUBSECTION 14-4(4) (CONDITIONAL USES) AND SUBSECTION 14-7(D) (LOT, HEIGHT, AREA, AND YARD REQUIREMENTS); AND CHAPTER 15 (M2 HEAVY INDUSTRIAL DISTRICT) SUBSECTION 15-8(D) (LOT, HEIGHT, AREA, AND YARD REQUIREMENTS); AND CHAPTER 22 (SIGNAGE REGULATIONS) SUBSECTION 22-6(A)(B)(H)(I) (TEMPORARY SIGNS: ONLY FOR GRAND OPENINGS, SPECIAL EVENTS, AND HOLIDAYS) AND SUBSECTION 22-8(A) (COMMERCIAL DISTRICTS ALLOWABLE SIGNAGE IN C1, C2, C4, AND GMU); AND CHAPTER 22.1 (OFF-PREMISE SIGNAGE BILLBOARD) SUBSECTION 22.1-5(A) (SIZE AND LOCATION); AND CHAPTER 30 (ADMINISTRATIVE PROCEDURES) SUBSECTION 30-2(G) (VARIANCES) AND SUBSECTION 30-3(E) (CONDITIONAL USE PERMITS) OF THE CITY OF MINOT, NORTH DAKOTA OFFICIAL ZONING ORDINANCES.

WHEREAS, the City of Minot City Council authorized the City of Minot Mayor to appoint an ad hoc committee to discuss proposed amendments to the City of Minot Zoning Ordinance,

WHEREAS, the appointed ad hoc committee discussed the changes at several open meetings where the public was notified of the meeting, invited to attend the meeting, and permitted to comment at the meeting, and the committee made recommendations to Planning Commission and the full City Council to amend certain provisions of the City of Minot Zoning Code,

WHEREAS, the Planning Commission of the City of Minot recommended approval of the amendments to subsections 1-2(6), 5-7(d)(3), 8-2, 9-7 (e)(2), 9-8(e), 11-7(d), 12-13(a), 13-9(a), 14-3(a), 14-4(4), 14-7(d), 15-8(d), 22-6(a)(b)(h)(i), 22-8(a), 22.1-5(a), 30-2(g), 30-3(e) of the City of Minot Zoning Code,

WHEREAS, City of Minot desires to amend sections of the City of Minot Zoning Code,

§1. Subsection 1-2(6) of section 1-2 (Application) of Chapter 1 (Title and Application) of the City of Minot Zoning Ordinance is hereby amended to read as follows:

“C-4” Planned Commercial District	“C2” General Commercial District and Planned Unit Development (PUD)*
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*Developed properties previously zoned C-4 shall attend to underlying C2 except in cases of alterations or changes of use. If an alteration or change of use is proposed, refer to the original development plan with design and dimensional standards being negotiable based on deviation from the original development plan and attendant amenities for the site. Major modifications shall require review and approval from the Planning Commission, while minor modifications may be approved by the Planning staff.

§2. Subsection 5-7 (d)(3) of Section 5-7 (Lot, Height, Area, and Yard Requirements) of Chapter 5 (R1 Single-Family Residential) District of the City of Minot Zoning Ordinance is hereby amended to read as follows:

d) Minimum lot dimensions shall be as follows:

3) Area – two (2) acres for properties in the extraterritorial jurisdiction with approved wastewater disposal systems by First District Health Unit.

§3. Subsection 8-2 (General Description) of Chapter 8 (R3C Townhouse Residential District) of the City of Minot Zoning Ordinance is hereby amended to read as follows:

Section 8-2: General Description:

The R3C (Townhouse Residential) District is established as a district in which the principal use of the land shall be townhouse dwellings. The R3C district will be limited to areas guided Medium Density on the Future Land Use Plan and those Medium Density guided parcels that are immediately abutting or are across the street from existing single family residential where townhome versus multi-story, multiple family is more compatible. Density range shall be six (6) and twelve (12) units per acre.

§4. Subsection 9-7(e)(2) of Section 9-7 (Lot, Height, Area, and Yard Requirements) of Chapter 9 (RH High Density Residential) District of the City of Minot Zoning Ordinance is hereby amended to read as follows:

Section 9-7. Lot, Height, Area, and Yard Requirements:

e) Minimum lot area shall be as follows:

2) Area for a multi-story, multiple family building shall be one (1) acre with a minimum lot width of one hundred (100) feet.

§5. Subsection 9-8(e) of Section 9-8 (Special Minimum Requirements for Multi-Family Residential Developments) of Chapter 9 (RH High Density Residential) District of the City of Minot Zoning Ordinance is hereby amended to read as follows:

Section 9-8. Special Minimum Requirements for Multi-Family Residential Developments.

e) Building Design and Materials – Multi-family (multi-story): Each façade of a townhouse, twin home or multi-story multi-family buildings shall be finished with a minimum of two (2) different colors and two (2) different finishes (exterior finishes exclude unfinished

exposed foundation walls constructed of poured concrete or smooth-face concrete block, whether painted or not painted).

§6. Subsection 11-7(d) of Section 11-7 (Lot, Height, Area, and Yard Requirements) of Chapter 11 (C2 General Commercial) District of the City of Minot Zoning Ordinance is hereby amended to read as follows:

Section 11-7. Lot, Height, Area, and Yard Requirements:

- d) Minimum lot area – ten thousand (10,000) square feet, two (2) acres for properties in the extraterritorial jurisdiction with approved wastewater disposal systems by First District Health Unit.

§7. Subsection 12-13(a) of Section 12-13 (Signage Permitted within the C3 District) of Chapter 12 (C3 Central Business) District of the City of Minot Zoning Ordinance is hereby amended to read as follows:

Section 12-13. Signage Permitted within the C3 District:

- a) Standards: All signs erected on any building or land within the C3 district must comply with the standards of this section and sections Section 22-9.

§8. Subsection 13-9(a)(b) of Section 13-9 (Review and Amendments) of Chapter 13 (PUD Planned Unit Development) District of the City of Minot Zoning Ordinance is hereby amended to read as follows:

Section 13-9. Review and Amendments:

- a) Minor changes that do not alter the overall concept, density, intensity, traffic impact, or environmental impact may be authorized by the Planning Director. Minor changes shall be defined as:
 - 1) A building addition of up to twenty-five percent (25%) of the existing floor area,
 - 2) An increase of up to fifty percent (50%) of the impervious coverage of the property,
 - 3) A change in the landscaping, exterior color, or materials, or
 - 4) A change in the location, placement, and/or height of an approved building or structure.
- b) Major changes that alter the overall concept, density, intensity, traffic impact, or environmental impact shall require approval of the Planning Commission and City Council. These changes shall be consistent with the purpose and intent of the approved final development plan. Major changes shall be defined as:
 - 1) A building addition of twenty-five percent (25%) or more of the existing floor area,
 - 2) An increase of more than one (1) story or ten (10) feet to the height of an existing building,
 - 3) An increase of more than fifty percent (50%) of the impervious coverage of the property,

- 4) A change which would result in the development no longer meeting the standards of this Section under which the project was approved,
- 5) An increase or change to the traffic access, circulation, or impact,
- 6) A decrease of more than ten percent (10%) of the amount of common open space,
- 7) An encroachment into a required setback,
- 8) An additional building, or
- 9) Rearrangement of building tracts, lots, blocks, and public right-of-way, plus any other change that requires a re-plat.

§9. Subsection 14-3(a) of Section 14-3 (Uses Permitted) of Chapter 14 (M1 Light Industrial) District of the City of Minot Zoning Ordinance is hereby amended to read as follows:

Section 14-3. Uses Permitted:

- a) A building or premises may be used for the manufacturing, fabricating, assembling, or processing of products or materials including, among others, factories, assembling plants, food processing plants, and industrial laboratories. In addition to also permitted in the C2 and C3 districts (except residential uses), the following are typical permitted uses:

§10. Subsection 14-4(4) of Section 14-4 (Conditional Uses) of Chapter 14 (M1 Light Industrial) District of the City of Minot Zoning Ordinance is hereby amended to read as follows:

Section 14-4. Conditional Uses:

- 4) Outdoor storage areas using gravel or other crushed and/or recycled asphalt, concrete or gravel shall comply with requirements in Section 23-6 (e) & (f) of this code.

§11. Subsection 14-7(d) of Section 14-7 (Lot, Height, Area and Yard Requirements) of Chapter 14 (M1 Light Industrial) District of the City of Minot Zoning Ordinance is hereby amended to read as follows:

Section 14-7. Lot, Height, Area and Yard Requirements:

- d) Minimum lot area – ten thousand (10,000) square feet, two (2) acres for properties in the extraterritorial jurisdiction with approved wastewater disposal systems by First District Health Unit.

§12. Subsection 15-8(d) of Section 15-8 (Lot, Height, Area and Yard Requirements) of Chapter 15 (M2 Heavy Industrial) District of the City of Minot Zoning Ordinance is hereby amended to read as follows:

Section 15-8. Lot, Height, Area and Yard Requirements:

- d) Minimum lot area – ten thousand (10,000) square feet, two (2) acres for properties in the extraterritorial jurisdiction with approved wastewater disposal systems by First District Health Unit.

§13. Subsection 22-6(a)(b)(h)(i) of Section 22-6 (Temporary Signs: only for grand openings, special events, and holidays) of Chapter 22 (Signage Regulations) of the City of Minot Zoning Ordinance is hereby amended to read as follows:

Section 22-6. Temporary Signs: (only for grand openings, special events, and holidays)

- a) Permitted in C1, C2, C-4, GMU, M1 and M2 districts based on the following regulations.
- b) No more than two (2) temporary signs (banner or portable sign) not exceeding,
 - 2) One hundred and fifty (150) total square feet allowed in the C2, C-4, and M2 districts placed on an outside building wall (or tenant space in the case of multiple occupancy).
- h) Temporary signs for non-profit civic campaigns or events, political campaigns, or other noncommercial events are permitted in any zoning district and are exempt from other provisions of this Article, subject to the following requirements:
 - 3) Portable signs:
 - a. In the C2, C-4, GMU, M1 and M2 districts, portable signs shall not exceed sixty-four (64) square feet nor exceed eight (8) feet in height. Portable signs shall not be placed in the right-of-way. Portable signs are consider a temporary sign and required to follow the all regulations in this section governing the use of temporary signage.
 - d. Are prohibited in all zoning districts not specifically listed above. A high impact sign may not be displayed at a location at which a portable sign is displayed; neither shall a portable sign be displayed at a location at which a high impact sign is displayed.
 - i. With respect to multi-tenant properties in C2, C-4, GMU, M1 and M2 districts consisting of three (3) or more businesses under six (6) or more separate leases, a maximum of either: (a) two (2) portable signs or (b) one (1) portable sign and one (1) high impact sign may be displayed during any given period on such multi-tenant property. For every four (4) businesses in addition to the initial three (3) businesses, one (1) additional portable sign is allowed.
 - i) High Impact Signs: A high impact sign may be displayed for a period no longer than the following:
 - 1) In C2, C-4, GMU, M1 and M2 districts, high impact signs may be displayed at a location for a period not to exceed fourteen (14) days in any twelve (12) month period, but in no event may a high impact sign be displayed within three hundred (300) feet of any residential zoning district, as measured in all directions. High impact signs are prohibited in all other zoning districts.

§14. Subsection 22-8(a)(1) of Section 22-8 (Commercial Districts Allowable Signage C1, C2, C-4, and GMU) of Chapter 22 (Signage Regulations) of the City of Minot Zoning Ordinance is hereby amended to read as follows:

Section 22-8. Commercial Districts Allowable Signage (C1, C2, C-4, and GMU):

a) Projecting signs/Flag mount:

- 1) Projecting signs may be erected with a sign face of not more than fifty (50) square feet. The sign shall not extend above the top of the wall or façade to which it is attached. The sign shall be located a minimum of eight (8) feet above ground level. Projecting signs shall be permitted in a C1, C2, C3, C-4, or GMU district.

§15. Subsection 22-1-5(a) of Section 22.1 (Size and Location) of Chapter 22.1 (Off Premise Signage [Billboard] Regulations) of the City of Minot Zoning Ordinance is hereby amended to read as follows:

Section 22.1-5. Size and Location:

- a) Billboards are permitted only upon properties zoned C2 (General Commercial), M1 (Light Industrial), M2 (Heavy Industrial), M3 (Office Park), and properties formerly zoned C-4 (Planned Commercial) and along the following roadways ~~and~~ : Highway 83; Highway 2/ 52 Bypass; Highway 2 E & Highway 2 W; Burdick Expressway; Highway 83 Bypass; 55th Street NE; and Highway 52.

§16. Subsection 30-2(g) of Section 30-2 (Variances) of Chapter 30 (Administrative Procedures) of the City of Minot Zoning Ordinance is hereby amended to read as follows:

Section 30-2. Variances:

- g) Any variance approved by the Planning Commission shall have a time limit of one (1) year after the Commission's approval, during which the variance must be put into effect by the owner. Alternatively, the Planning Commission may establish a different time limit for any variance implementation if special circumstances warrant the same. If the time limit should expire before the variance is put into effect, the ~~City Engineer~~ Planning Director, upon the owner's written request, may grant additional time, not to exceed the number of days originally allowed by the Commission.

§17. Subsection 30-3(e) of Section 30-3 (Conditional Use Permits) of Chapter 30 (Administrative Procedures) of the City of Minot Zoning Ordinance is hereby amended to read as follows:

Section 30-3. Conditional Use Permits:

- e) City Council Action: When it has been determined by the City Council (with approval by majority vote, 4 affirmative votes) that such conditional use will promote the public health, safety, and welfare, and that such proposal is, in general, compatible with adjacent or nearby land uses, the zoning code, and the City's comprehensive plan, the City Council may approve the conditional use permit. In authorizing this permit, the City Council may impose such conditions it deems necessary, i.e. landscaping, architectural design, type of construction, construction commencement and completion dates, sureties, lighting, fencing, signage, planting screens, operational control, hours of operation, compatibility of appearance, improved traffic circulation, deed restrictions, highway access restrictions, increased yards, or parking

requirements, to fulfill the purpose and intent of this Ordinance. Any conditions imposed by the City Council shall be attached to the conditional use permit and failure to comply with any condition in a conditional use permit shall be a violation of this Ordinance.

Passed First Reading: May 1, 2017

Passed Second Reading:

APPROVED:

Chuck Barney, Mayor

ATTEST:

Kelly Matalka, City Clerk

ORDINANCE NO: 5189

**AN ORDINANCE AMENDING THE 2017 ANNUAL FIRE CAPITAL
PURCHASE EXPENDITURES AND REVENUES TO ACCURATELY REFLECT
2017 CAPITAL PROJECTS THAT WILL BE OCCURING.**

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

§1: Amend the 2017 annual fire capital purchase to decrease the expenditures and revenues to reflect 2017 projects that will be occurring.

422-0000-332.10-10	\$ (88,650)
422-0000-333-10-10	(4,750)
422-0000-311.00-00	(422,072)
422-7400-422.07-93	(282,772)

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

PASSED FIRST READING: May 1, 2017

PASSED SECOND READING:

APPROVED:

ATTEST:

Chuck Barney, Mayor

Kelly Matalka, City Clerk



TO: Mayor Chuck Barney
Members of the City Council

FROM: Mitch Flanagan

DATE: June 5, 2017

SUBJECT: Building relocation request to 2500 56th St NW

I. RECOMMENDED ACTION

It is recommended the Committee and Council approve the relocation of the Single Family building from 610 Forest Road, Minot ND, 58701 also known as Westwood Rearrangement of Vallie Addition Lot 31, to 2500 56th St NW Minot, ND 58703, also known as Whitetail Ridge Addition Block 3 Lot 3, 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. Building permits for all proposed construction.
3. An approved foundation design in compliance with City of Minot building codes.
4. If required: plumbing, electrical and HVAC systems shall be brought into compliance with current code requirements of the City of Minot.
5. All work at the new location must be in compliance with City of Minot building codes and zoning ordinances.
6. The exterior of the structure must be one consistent color or scheme of colors after relocation.
7. Applicant must obtain all necessary permits, and coordinate all relocation activities with public utilities and traffic authorities.
8. 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
Sheila Maragos, Senior Property Appraiser	857-4160

III. DESCRIPTION

Subject building is a 1998 year built 1,496 square foot single family dwelling. The home is a 3 bedroom, 1 ¾ bathroom dwelling with asphalt shingled roof, wood frame construction, and exterior vinyl siding. The structure currently has an attached garage that will not be moved to the new location. The home is located in Minot and was flooded and remodeled due to the 2011 flood.

The homeowner stated that the home will be placed on a new insulated concrete form basement foundation as well as adding a new 578 Sq. Ft. addition to the current structure and a new attached 1,208 Sq. Ft. garage at the proposed location. The home owner also indicated that once the structure has been moved all exterior vinyl wall covering, roof shingles and windows shall be replaced.

IV. IMPACT:

The existing property has been purchased by the City, for the flood control project.

V. TIME CONSTRAINTS


All work must begin within 30 days of issuance of moving and building permits and shall 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. Notice to applicant.
- D. Map showing properties affected.
- E. Inspectors report.
- F. Assessors report.

Approved for Council Agenda:  Date: 5.12.17

City of Minot

Assessor's Office

DATE: May 12, 2017

TO: Tom Barry, City Manager

FROM: Sheila Maragos, Senior Property Appraiser

SUBJECT: Application from Joseph Folk to move a 1998 year built, 1,496 square foot single family residence from 610 Forest Road Minot, ND also known as Westwood R/A Vallie Addition Lot 31 to 2500 56th ST NW Minot, ND also known as Whitetail Ridge Addition Lot 3 Block 3.

DESCRIPTION

The building to be moved is a 1998 year built 1,496 square foot single family residence. The home is a 3 bedroom, 1 $\frac{3}{4}$ bathroom dwelling with asphalt shingled roof, wood frame construction, and exterior vinyl siding. The structure currently has an attached garage that will not be moved to the new location. The home is located in Minot and was flooded and remodeled due to the 2011 flood.

The homeowner stated that the home will be placed on a new insulated concrete form basement foundation as well as adding a new 578 Sq. Ft. addition to the current structure and a new attached 1,208 Sq. Ft. garage at the new location. The home owner also indicated that once the structure has been moved the exterior vinyl wall covering, roof and windows will be replaced.

RECOMMENDATION

The area that is under consideration for the moving application is 2500 56th St NW. The homes along 56th ST NW where the home is proposed to be moved were built in 2013 and 2014.

On a building relocation move, ordinance requires the assessor to determine if the home would currently meet 60% of its replacement cost and whether it is compatible with the neighborhood.

This single family residence has been repaired since the 2011 flood and therefore would currently meet 60% of its replacement cost as per Sec 9-47(b) (c) of the Minot Code of Ordinances.

It is our opinion this structure will be compatible with the existing homes in the neighborhood once the addition and attached garage are added. The new location mostly consist of 1 story and 2 story single family homes. Most of the homes in the immediate vicinity have attached triple stall garages. The 2016 assessment of the subject property at its current location was \$302,000.

In summary, the City of Minot Assessor's Office believes that the home would be compatible with the rest of the neighborhood after the improvements are made. The interior of the subject has been updated since the flood of 2011 and the homeowner has indicated the exterior will be updated at the new location along with adding a 578 Sq. Ft. addition and 1,208 Sq. Ft. attached garage. Pictures have been provided below that show the subject house as well as the other homes in the immediate area.

Therefore, the Assessor's Office recommends the move be approved to the proposed site.

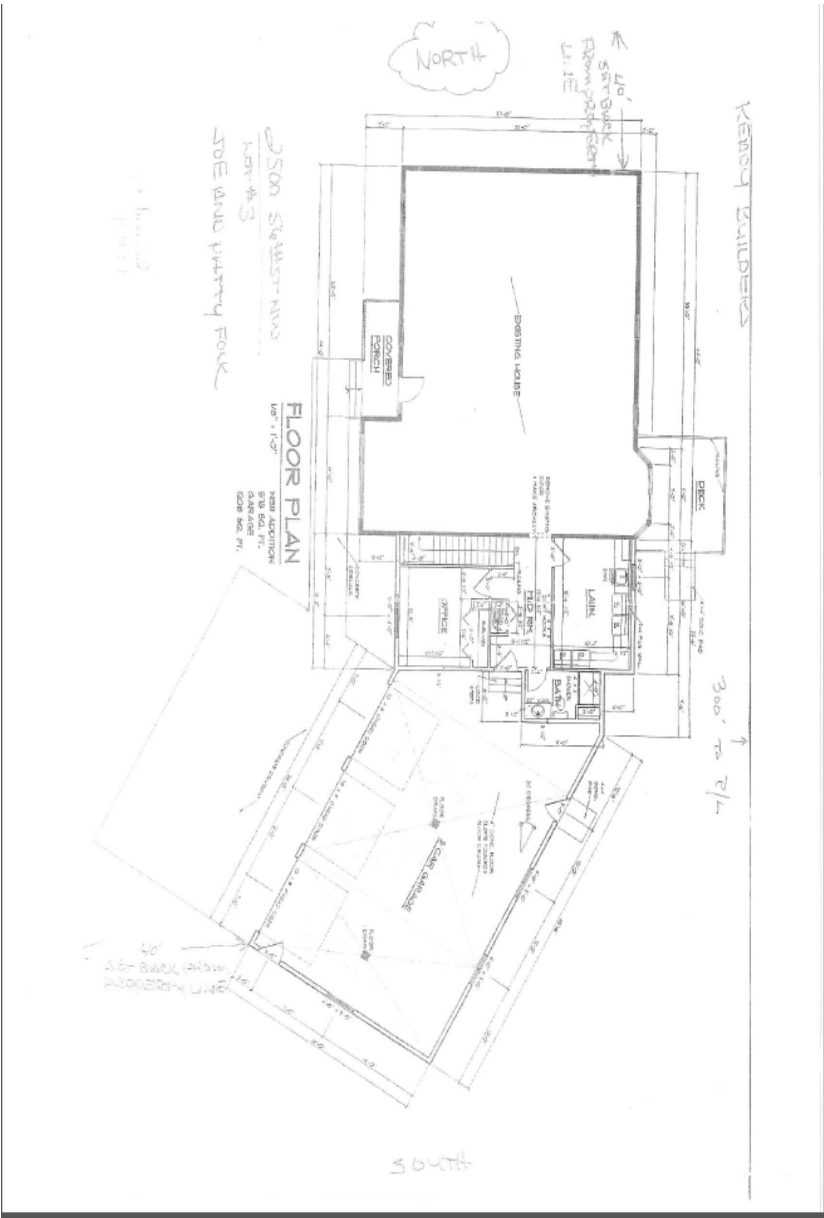
Subject Proposed to be moved:



Proposed moving location:



Floor plan for addition and garage to subject:



Property directly to the north:



Property directly to the south:



Across the street to the west:



Across the street to the west:



Second property to the north:



CITY OF MINOT
BUILDING RELOCATION INSPECTION CHECKLIST

PROPERTY LOCATION 610 Forest Rd. Minot ND 58701
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?

Asphalt Shingles poor condition

- CURRENT CONDITION OF WINDOWS, FACIA, AND TRIM?

Vinyl windows - good condition soft-t4 Facia - aluminum - good condition

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

Vinyl siding - good condition

INTERIOR:

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

Yes

- ARE SMOKE DETECTORS INSTALLED AND IN CORRECT LOCATION?

Yes

- WHAT IS THE SIZE AND CONDITION OF FLOOR SUPPORTS?

9" wooden I beam joist

- DOES THE BUILDING HAVE FUSES OR CIRCUIT BREAKERS AND WHAT SIZE IS THE ELECTRICAL PANEL?

200 amp circuit breakers

- WHAT IS THE TYPE AND CURRENT CONDITION OF WIRING?

Modern electrical - good condition

- WHAT IS THE TYPE AND CURRENT CONDITION OF HVAC?

Forced air natural-gas new as of 9-30-11

COMMENTS:

Once moved the house will have new doors, windows, siding, and shingles installed

INSPECTOR'S SIGNATURE



DATE

5/9/17

INSPECTIONS DEPARTMENT

APPLICATION FOR MOVING A RESIDENTIAL BUILDING

I, Joseph Folk, owner and/or agent hereby make application to the City Building Official to move a(n) Residential (SFR) structure(s) from:

LOT 31 BLOCK _____
ADDITION Westwood Rearrangement of Vallie Addition
ADDRESS 610 Forest Rd Minot, N.D. 58701

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

LOT 3 BLOCK 3
ADDITION Whitetail Ridge
ADDRESS 2500 56th St. NW Minot N.D. 58701 ZONING R1

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.

Joseph Folk 5-6-17
Signature of owner/agent Date

610 Forest Rd Minot, N.D.
Mailing Address

701-721-5259
Phone





2600

2508

300'

2500

2408

2400

2308

2300

56TH ST NW

56TH ST NW

5600

5608

5700

26TH AVE NW

5609

2501

5617

5701

2409

2401

2309

2301

2201

5809

5801

5709

Contract Agreement

Including the supplemental agreements
whose numbers appear to the right:

Between:

O'NEIL COMPANY, INC.

O'NEIL SPECIALIZED CARRIER AND HOUSEMOVING, INC.

P.O. Box 1113, Williston, ND 58802

hereinafter referred to as **O'Neil**

800-532-3458 (ND)

800-556-3358 (US)

J
B 5950
P 3120
FB
R
C

And:

Name

Joseph folk

701 - 721 - 5259

Home Phone

Address

610 forest Road

Business Phone

City/State/Zip

Minot ND 58701

hereinafter referred to as **Owner**

O'Neil agrees to perform the following work in a safe and professional manner:

Job description:

Relocate a 37x44 Single Story House

From:

610 forest Road Minot ND 58701

Miles: 5

To:

lot 3 56th St NW Minot ND 58701

Route:

forest Road to 16th St to 7th Ave to 20th St SLU
to 5th Ave SLU to 24th St SLU to 7th Ave SLU to
83 Bypass Exit 4th Ave (Left Ramp exit)
Cr 15 West to 19th Ave NW to 56th St NW

Equipment:

49'-6" LO triple dailys truck

Foundation, at origin concrete concrete block / wood / block / other

basement / crawl space / kneewalls / slab / footings / piers / poles / other

Comments:

Height out of ground: 36"

Foundation, at destination concrete concrete block / wood / block / other

basement / crawl space / kneewalls / slab / footings / piers / poles / other

Comments:

(circle above where applicable)

Height out of ground: 32"

Structure size:

41x48 feet

Loaded height:

20'

Stories: 1

Structure composition:

Wood framed

Direction structure faces at new location:

front Door West

Type of center supports:

Wood walls

O'Neil will not be responsible for any cracks in the structure.

Owner accepts full responsibility for the safety and well-being of any person or equipment on the job site; sight-seers, family, contractors, sub-contractors, or anyone other than the **O'Neil** men and **O'Neil** equipment.

Please Press Hard When Writing

This agreement may be withdrawn by **O'Neil** if not accepted within 30 days.

Page 1 of 8

This is the first page of **O'Neil's** eight page contract. See pages 2, 4, 6 and 8 for **terms** of the contract.

Please read carefully all terms and conditions on all eight pages of this agreement.

Please keep light yellow copy and mail other copies back in enclosed envelope.

300' to P/L



RECEIVED
4-5-17

City of Minot

Inspection Department

May 12, 2017

Re: Building relocation request

Dear Property Owner:

Please be advised that this office has received a request from Joseph Folk to relocate a single-family dwelling from 610 Forest Road to 2500 56th St NW (Whitetail Ridge Addition Block 3 Lot 3). This property is zoned R-1, Single-Family Residential District.

The Public Works & Safety Committee of the City Council will be reviewing the request on Wednesday, May 31, 2017, at 4:15 p.m. in the City Council Chambers at City Hall. A public hearing regarding the request will be held on June 5, 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 ★

30TH AVE NW

30TH AVE NW

5608

5600

2600

NW

7

5609

2508

2501

2500

2409

2408

2401

2400

2308

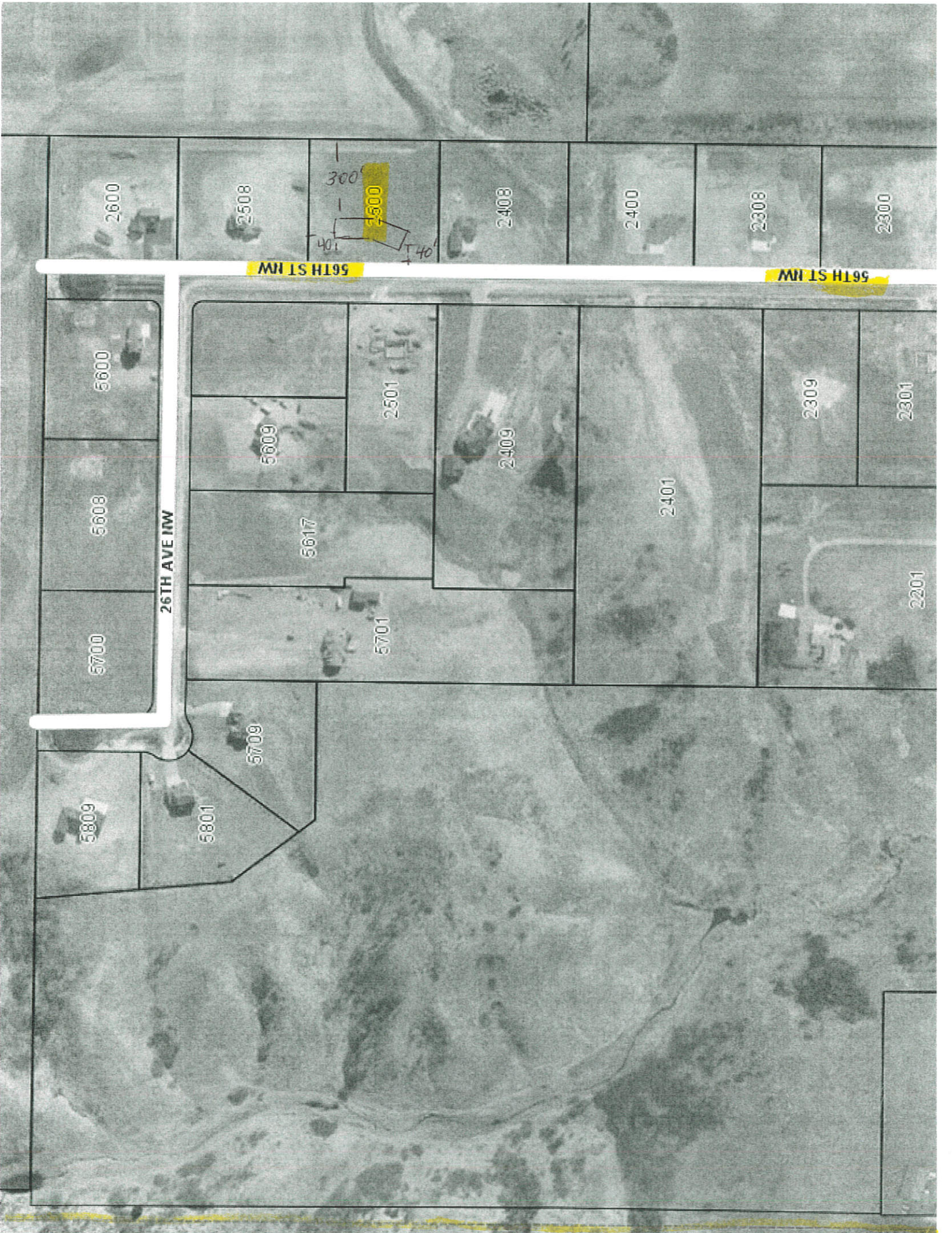
2309

2300

2301

56TH ST NW

5260



2600

2508

300'

5600

40'

40'

2408

2400

2308

2300

56TH ST NW

56TH ST NW

26TH AVE NW

5600

5608

5700

5809

5609

2501

5617

5701

5709

5801

2409

2401

2309

2301

2201



Joseph Folk: You or your representative should appear on behalf of your request at the Public Works Committee Meeting on Wednesday May 31, 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 BUILDINGS

1. Joseph Folk, owner of a single-family dwelling, is requesting to relocate this structure from 610 Forest Road to **2500 56th St NW** (Whitetail Ridge Addition Block 3 Lot 3).

Application has been made to the City Council for a moving permit to move this structure, and a public hearing will be held on June 5, 2017, at 6:30 p.m. in City Council Chambers at City Hall (515 2nd Avenue SW).

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

Publish Legal Ad: May 22, 2017
May 25, 2017
June 2, 2017

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

City of Minot

Inspection Department

May 12, 2017

Re: Building relocation request

Dear Property Owner:

Please be advised that this office has received a request from Joseph Folk to relocate a single-family dwelling from 610 Forest Road to 2500 56th St NW (Whitetail Ridge Addition Block 3 Lot 3). This property is zoned R-1, Single-Family Residential District.

The Public Works & Safety Committee of the City Council will be reviewing the request on Wednesday, May 31, 2017, at 4:15 p.m. in the City Council Chambers at City Hall. A public hearing regarding the request will be held on June 5, 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

30TH AVE NW

30TH AVE NW

508

5600

2600

NW

7

5609

2508

2501

2500

2409

2408

2401

2400

2308

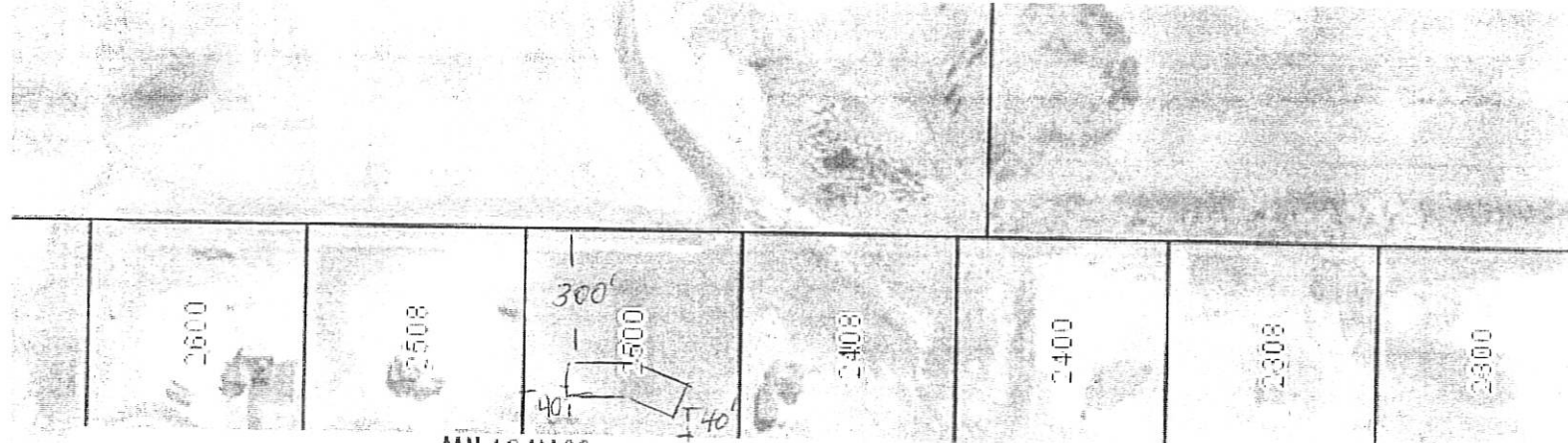
2309

2300

2301

56TH ST NW

5260



56TH ST NW

56TH ST NW



