



Committee of the Whole
Wednesday, June 27, 2018 - 4:15 PM
City Council Chambers - City Hall

1. AMEND LEASE AGREEMENT TITLED “AIRPORT LEASE FIXED BASE OPERATOR” FOR LOT 55 OCCUPIED BY EXECUTIVE AIR TAXI CORPORATION TO REFLECT CITY REPLATTING

The current lease agreement titled “Lot 55” does not reflect the current City platting. In an effort to update Airport leases, the lease agreement must be amended to “Lot 2, Block 4, Minot International Airport Second Addition.”

- 1. Recommend approval to amend lease agreement “Lot 55” to reflect the updated plat name and;**
- 2. Authorize the Mayor to sign the agreement**

Documents:

[MEMO Lot 55 Lease Ammendment.pdf](#)
[AMENDMENT TO THE AIRPORT LEASE FIXED BASE OPERATOR AGREEMENT.pdf](#)

2. ANNUAL RENEWAL OF MOWBRAY & SON PREVENTATIVE MAINTENANCE AGREEMENT

In 2017, at the conclusion of the warranty period for many of the Passenger Terminal's mechanical systems, the Airport entered into a one-year preventative maintenance plan with Mowbray and Son, Inc. Mechanical Contractors. The Airport has been very pleased with the service it has received through this agreement and recommends renewal.

- 1. Recommend approval the annual renewal of the Mowbray & Son Preventative Maintenance Proposal; and**
- 2. Authorize the Airport Director to sign the agreement**

Documents:

[MEMO Mowbray and Son \(2\).docx](#)
[Mowbray and Son PM Proposal.pdf](#)

3. OAG FLIGHT VIEW AGREEMENT

The Airport has recently updated its website. Due to the updated website, the provider of the flight information also required updating. The website had been utilizing a free service, which is no longer available with the recent updates. The annual support agreement will provide continuous information to the website as well as any technical assistance to airport staff.

- 1. Recommend approval of the annual support agreement with OAG Flightview for the Airport's website flight information; and**
- 2. Authorize the Airport Director to sign the agreement**

Documents:

4. SIMTECH INC. ANNUAL FIRE ALARM TEST CONTRACT

The fire alarm system installed in the passenger terminal requires annual inspection by a certified technician. Simtech provided installation of the current system and is best qualified to perform this task.

- 1. Recommend approval the Annual Fire Alarm Test Contract with Simtech, Inc.;**
and
- 2. Authorize the Airport Director to sign the agreement**

Documents:

[MEMO Simtech.docx](#)
[Simtech Annual Fire Alarm Test Contract.pdf](#)

5. ASSIGNMENT OF LEASE, T-HANGAR NO. 15

There is one (1) vacancy out of sixteen (16) t-hangars owned by the Airport. Protocol established a policy of a waiting list for vacancies. Justin Seifert is the next interested party on the waiting list.

- 1. Recommend approval of the Airport Lease, T-Hangar between the City of Minot and Justin Seifert for T-Hangar No. 15 for \$75.00 per month; and**
- 2. Authorize the Mayor to sign the agreement**

Documents:

[MEMO T-Hangar 15.pdf](#)
[No. 15 Justin Seifert.pdf](#)

6. BUILDING RELOCATION - 1004 JEFFERSON DRIVE- TIMOTHY BRAUN

The moving application requests to move the subject garage from 1122 University Ave W. to 1004 Jefferson Drive. The new location is zoned R1-Residential. The neighboring parcels are also zoned R1- Residential.

It is recommended the Committee and Council approve the relocation of the detached garage, from 1122 W University Ave, , Minot ND, 58701 also known as Emleys S/D Lot 1 & port Lot 3, Block 20, West Minot Addn Lot 1, to 1004 Jefferson Dr, Minot, ND 58701, also known as Randalls Addition Lot 23, subject to conditions.

Documents:

[Memo to City Council.pdf](#)
[BRAUN MOVE.pdf](#)
[Property owners ltrs-Braun .pdf](#)
[Homeowners Notice - Braun.pdf](#)
[Map of affected properties - Braun.PNG](#)
[Inspectors Report - Braun.pdf](#)
[Assessors Report Braun.pdf](#)

7. BUILDING RELOCATION - 7100 28TH AVE SE - DEVEN MANTZ

The structure to be moved is a 2 story single family home built in 2012 for approximately 2,983 square feet above ground. The exterior and interior of the structure are in above average overall condition.

It is recommended the Committee and Council approve the relocation of the single family residence, from 2708 14th Ave SW, Minot ND, 58701 also known as Outlots Sec 27-155-83 Outlot 1 W336.7' of E512.7' SWNW, to 7100 28th Ave SE, Minot, ND 58701, also known as Outlot 18 Pending approval and recording of Plat, subject to conditions.

Documents:

[Memo to City Council.pdf](#)
[APPLICATION MOVE MANTZ.pdf](#)
[Property owners ltr -Mantz.pdf](#)
[Homeowners Notice - Mantz.pdf](#)
[Map of affected properties.PNG](#)
[Inspectors report - Mantz.pdf](#)
[Assessors Report - Mantz.pdf](#)

8. SIDEWALK ASSESSMENT (4245)

Sidewalk repair project #4245 was approved by City Council on August 2, 2017 and completed in November 2017.

Recommend approval of the assessment roll for Sidewalk Repair project 4245.

Documents:

[Sidewalk 2017-18.pdf](#)
[4245 Sidewalk Assessment Allocation.pdf](#)

9. PAVING DISTRICT 498 FINAL PAYMENT (4288)

This improvement district is a petitioned project brought forth by the Nedrose School District. The street improvements are located on 15th Ave SE, east of 55th St SE. A total of approximately 1100 linear feet of road.

Recommend approval of the final pay request by Blue Stone Construction Inc. in the amount of \$56,318.69 for Paving District 498.

Documents:

[4288 - Paving District 498 Final Payment Memo.docx](#)
[Final Pay Application.pdf](#)

10. STORM SEWER DISTRICT 122 FINAL PAYMENT (4197)

This storm sewer district was created in 2017 to address the drainage concerns along the 18th Avenue SW corridor. The council chose a scaled down version of the project to lessen the cost impacts to property owners benefiting in the district.

Recommend approval of the final pay request by Tom's Backhoe Service in the amount of \$112,059.90 for Storm Sewer District 122.

Documents:

[4197 - Storm Sewer District 122 Final Payment Memo.docx](#)
[4197 Storm Sewer District 122 Final Payment.pdf](#)

11. RECREATION TENNIS/BASKETBALL COURT RESURFACING

Resurfacing of two tennis courts and one basketball court at the South Hill Complex is done every 4 years. This project was held for an extra two years because of budget constraints and now the courts need to be resurfaced before they become unplayable with another year of outside weathering.

Request Award of Bid, for two Tennis Courts and one Basketball Court Resurfacing at South Hill Complex, to Advanced Athletic Surfaces, Woodstock, GA in the amount of \$17,980.

Documents:

[Memo- Tennis Court Resurfacing.pdf](#)
[Tennis Court Resurfacing Bid Tabs.xlsx](#)
[scan0020.pdf](#)

12. AUDITORIUM LIGHTING UPGRADE- AWARD OF BID

The lights in most of the Auditorium have not been upgraded since 1992. Many areas in the Auditorium have been remodeled and upgraded the lighting system and now we are replacing 543 T-12 lights with updated LED lights.

It is recommended the Committee and Council award the bid for the Auditorium Lighting upgrade to Burlington Electric in the amount of \$150,792.01. It is also recommended the Council pass an ordinance amending the 2018 annual budget to transfer \$792.01 from the Auditorium Maintenance Account to the Auditorium lighting project.

Documents:

[Memo- Auditorium Lighting.pdf](#)
[Bid Tab.pdf](#)
[18020 Letter of Recommendation 061918.pdf](#)
[2018 BA- Auditorium Lighting Upgrade.docx](#)

13. AUDITORIUM ARENA FLOORING - AWARD OF BID

The main Auditorium arena floor has not been resurfaced since 1992. The floor has outlived its life expectancy and needs to be replaced. Most floors last about 20 years with proper care and maintenance. The arena floor is 26 years old.

Recommend the City Council award the Auditorium Arena Flooring bid with Alternate #1 to Dynamic Sports Construction, Inc. in the amount of \$201,865.00.

Documents:

[Memo- Auditorium Flooring.pdf](#)
[Flooring Replacement.pdf](#)

14. LIBRARY CHILLER COIL REPLACEMENT

The Library's chiller, installed in 2011 was discovered to have a broken coil which has been causing a leak making only half of the unit work. This chiller is responsible for cooling more than half of the building.

It is recommended the Council pass an ordinance amending the 2018 annual budget to transfer \$13,633.00 from the Library's cash reserves to fund 210-67-00-455-04-33 (Building & Grounds) for the replacement of a broken coil in the Library's 2011 chiller.

Documents:

[Chiller Coil Replacement.City Council_Committee Memo.pdf](#)
[Minot Public Library - CGAM Chiller Condenser Coil.pdf](#)
[BA_Coil.pdf](#)

15. SOURIS BASIN PLANNING COUNCIL AMENDMENT FOR DOWNTOWN INFRASTRUCTURE PROJECT

The Downtown Infrastructure project began in the end of 2012 and was a large and complex project undertaken by the City of Minot. Due to the construction season and requirements for the project it ended up being broken down into 3 separate phases of construction. The project had a large share of EDA funding and the City had an administrative contract with SBPC for assistance in fulfilling the EDA requirements.

Recommend approval of the amendment of the SBPC Direct and Indirect administration contract for the Downtown projects; and authorize the Mayor to sign the agreement.

Documents:

[2018 Memo - Downtown SBPC Amendment Request.pdf](#)
[SBPC Project Change Request Form 12082016 revised.pdf](#)

16. ADOPTION OF PERMIT FEES BY RESOLUTION

Currently, the City's Building Inspection Department has their permit fees listed in the various sections of City ordinances. Last month council approved an ordinance on 1st reading to adopt permit fees by resolution instead of adopting permit fees by ordinance.

Recommend council pass a resolution adopting fee schedules for building permits, moving permits, electrical permits, mechanical permits, and plumbing permits.

Documents:

[Building Permit Fees Resolution Memo.docx](#)
[Permit Fee Resolution.docx](#)

17. CITY OF MINOT HAZARD MITIGATION RESOLUTION

The State of North Dakota and the Federal Emergency Management Agency (FEMA) have approved Ward County's Multi Hazard Mitigation Plan (MHMP). This plan was adopted by the Ward County Commission on May 15, 2018. They are asking that the City adopt the County, State, and FEMA approved Multi Hazard Mitigation Plan.

It is recommended the City Council adopt the City of Minot Hazard Mitigation resolution.

Documents:

[Memo- MHMP.pdf](#)
[MHMP Resolution.pdf](#)
[12 - Ward HMP - Minot - Final Draft - 10.2.17.pdf](#)

18. FY2018 SHSG REGIONAL RESPONSE TEAMS GRANT

The Minot Police Bomb and SWAT teams have submitted applications for funding for various items of equipment needed to advance or maintain a professional and effective level of service to the region. A total of \$142,195 was requested and there is no local match requirement for this grant.

Recommend authorization to apply for and, if awarded, accept the State Homeland Security Grant for Regional Response Teams for the Minot Police Department Bomb and SWAT teams and authorize the Mayor to sign the agreement.

Documents:

[Memo FY 2018 SHSG Regional Response \(council\).pdf](#)

19. NDDOT FFY 2019 TRAFFIC SAFETY GRANT

The Minot Police Department would like authorization to apply for and accept a grant in the amount of \$38,400 from the ND Department of Transportation Traffic Safety Division for the overtime enforcement of Occupant Protection (\$8,000), Impaired Driving (\$19,000), Underage Drinking (\$5,400), and Distracted Driving (\$6,000). The grant period is October 1st, 2018 to September 30th, 2019. The police department has participated in this annual grant program on an ongoing basis.

Recommend authorization to apply for and, if awarded, accept the North Dakota Department of Transportation (NDDOT) FY 2019 Traffic Safety Enforcement Grant for the Minot Police Department and authorize the Mayor to sign the award agreement.

Documents:

[FFY 2019 Contract Proposal \(Traffic Safety\).pdf](#)
[2019 Traffic Safety Memo \(Council\).pdf](#)

20. WASHINGTON ELEMENTARY SCHOOL SAFE ROUTES TO SCHOOL PROJECT – TRANSPORTATION ALTERNATIVES GRANT (4367)

In December of 2017, and after approval by the City Council, the City of Minot applied for TA funds to provide safe routes to Washington Elementary School by connecting a network of existing sidewalks to promote and improve the ability for students to walk and bicycle to and from school. Furthermore, the construction of the sidewalks will enhance overall pedestrian traffic in the vicinity with the new walks, curb ramps and crosswalks being ADA compliant with current standards.

TA funds for FY 2019 were awarded to the City of Minot in May of 2018 of a maximum amount of \$234,693.00 representing 80.93% of the total estimated construction cost of the project to construct the safe route sidewalks. The City has preliminarily allocated \$90,000.00 in the 2019 draft CIP for the local match and construction engineering cost. The City's cost share of the project will come from these funds.

The project will construct sidewalks and crosswalks to provide safe routes for pedestrian traffic to Washington Elementary School. The project will be designed this year, with a public input meeting later in 2018.

- 1. Recommend the Council approve acceptance of federal Transportation Alternative (TA) funds in the amount of \$234,693.00**
- 2. Authorize staff to solicit for construction/engineering services.**
- 3. Authorize staff to complete the project to provide safe routes to school for Washington Elementary**

Documents:

[4367 - Washington Elementary SRTS Memo.pdf](#)
[2019 TAP Application - Washington Application.pdf](#)
[Washington SRTS Award Letters 2018.pdf](#)

21. HANDICAPPED ACCESSIBLE PARKING SPACE ADDITION 1ST AVENUE SE

The Parker Center downtown has requested a handicapped accessible parking space at

the corner of 1st St/1st Ave SE on the north side of 1st Ave.

Recommend Council pass on first reading the proposed ordinance to add a handicapped accessible parking space on the north side of 1st Avenue SE, west of 1st St SE intersection.

Documents:

[Handicapped Parking Space 1st St-1st Ave SE Parker Center Memo.docx](#)
[Handicapped Parking Ord - 1st St SE-1st Ave SE Parker Center.docx](#)

22. RIGHT OF WAY ENCROACHMENT APPLICATION SMOKE FREE ENVIRONMENT SIGNS

The Downtown Business and Professional Association (DBPA) is working with 1st District Health Unit to obtain Smoke Free Environment signs to be placed downtown.

Recommend approval of the Right of Way Encroachment Agreement Application submitted by the Downtown Business and Professional Association for the installation of 4 Smoke Free Environment signs to be located on Main St at the intersections of Central, 1st, 2nd, and 3rd Avenues at locations approved by the City Engineer.

Documents:

[Smoke Free Environment Sign Encroachment Memo.docx](#)
[Encroachment Permit Application.pdf](#)

23. XCEL ENERGY EASEMENT REQUEST ON CITY PROPERTY

Xcel Energy has requested an easement on city property(s) located at Lots 1 – 3, Block 1, Ramstads's 3rd Addition (at the northwest corner of 1st St NW and 4th Ave NE.) The easement is necessary to relocate service lines on the north side of 4th Ave NE so as not to be in conflict with flood wall construction.

The easement will allow Xcel Energy to relocate service lines that will not be in conflict with the new flood wall construction.

Recommend Council approve the easements on the City owned property.

Documents:

[Xcel Energy Ramstad Easement Memo.pdf](#)
[Ramstad 3rd Electric Easement and Exhibit.pdf](#)

24. SPECIALTY RESTAURANT BEER & WINE LICENSE – SPEED WOK, LLC DBA SUDUWOK

The City received a request from Speed Wok, LLC dba Suduwok, for a Specialty Restaurant Beer & Wine License operating at 1416 S. Broadway. All documentation has been submitted and is being reviewed by the appropriate departments.

It is recommended the Committee and Council approve the request, effective September 15, 2018 subject to approval by the Police Chief, Building Official and Fire Marshal.

Documents:

[Memo- Suduwok.pdf](#)

25. RETAIL LIQUOR LICENSE TRANSFER- ARNY'S 2.0

The City received a request to transfer the Retail Liquor and Beer License from Irish Laundry, LLC dba Arny's 2.0 Bottle Shop & Lounge to Stephen A. Johnson, dba Arny's 2.0. All documentation has been submitted and is being reviewed by the appropriate departments.

It is recommended the Committee and Council approve the request to transfer the Retail Liquor and Beer License, subject to approval by the Police Chief, Building Official and Fire Marshal.

Documents:

[Memo- Arnys 2.0.pdf](#)
[Transfer- Arnys 2.0.PDF](#)

26. BID APPROVAL P3135.2D SWIF ACTION D CULVERT DEFICIENCY REPAIR

The project removes trees within the levee footprint, repairs minor erosion areas that may jeopardize the levee integrity and corrects deficiencies in storm Sewer pipes that penetrate the levee. This project also provides closures by flap gates or gate well structures on pipes in the levees to prevent backup of flood water during a flood event.

1. **It is recommended the Council award the bid for SWIF Action D Culvert Deficiency Repairs to Park Construction in the amount of \$2, 744,226.25.**
2. **Authorize the Mayor to sign the agreement on behalf of the City**
3. **Authorize the Public Works Director to reduce the project scope to accommodate funding appropriated by the State Water Commission**

Documents:

[Memo approve bids 3135.2d levee swif imp.pdf](#)
[p3135.2d bid tab.pdf](#)

27. CARNEGIE CENTER STRUCTURAL REPAIRS – PLAN APPROVAL (4291)

EAPC completed a preliminary report outlining the proposed work that needs to be completed to repair structural and other repairs on the Carnegie Center.

Recommend approval of plans and specifications for P 4291 Carnegie Center Structural Repairs and authorize advertisement for bids.

Documents:

[Memo approve plans and specifications P4291.pdf](#)
[p4291 engineers estimate of cost.pdf](#)

28. AMENDED CONTRACT FOR TRANSFER OF MUNICIPAL COURT CASES TO DISTRICT COURT

The City of Minot previously entered into a contract with the State of North Dakota and Ward County to address the prosecution of municipal ordinance violations and the costs associated with the prosecution and management of files. The amended contract before the City Council is proposed to eliminate confusion over the deposit of the specific fees and any similar fees that may be enacted in the future. All other terms remained the same.

The City Council move to approve the amended contract for transfer of municipal court cases to district court and authorize the Mayor to sign the contract on behalf of the City of Minot.

Documents:

[district court contract.pdf](#)
[June 1, 2018 Letter from State of North Dakota.PDF](#)
[Proposed Amended Contract.PDF](#)
[Current Contract- 2007.PDF](#)

29. DIRECT PURCHASE PROGRAM

The Wells Fargo A/P Control system was brought before Committee of a Whole in March of 2018. It was decided that the City would do further investigation into the contract and possibly into other vendors.

It is recommended the City Council approve the Wells Fargo A/P Control System contract and authorize the Mayor to sign the contract.

Documents:

[COW June272018 \(2\).pdf](#)
[AP Control Comparison .pdf](#)
[Value Proposition.pdf](#)
[Vendor Example Taco Bell.pdf](#)
[WOCCA_Draft Agreement_ City of Minot.pdf](#)
[Segmentation and Profiling Reports Sept 2017.pdf](#)
[CityofMinot_Proposal_20170911.pdf](#)

30. PURCHASE OF 416 NW 2ND AVENUE

At the March COW an item was brought forward to purchase the property located at 416 NW 2nd Ave. The property is potentially needed for flood control. The property was offered for sale by the County to satisfy delinquent taxes and they received no bids. The City submitted a bid in the amount of \$175 and it was rejected by the Ward County Commission. The Commission did send a counteroffer that they indicated would be approved.

It is recommended the City Council discuss the counteroffer.

Documents:

[COW June272018.pdf](#)
[Offer to Purchase 416 2nd ave nw.pdf](#)
[Tax Sale Properties.pdf](#)
[Tax Sale Acquisition.pdf](#)
[RE Tax History.pdf](#)
[Flood Purchase Counteroffer.pdf](#)

31. AIRPORT ACTIVITIES, REPORTS, AND PROJECT UPDATES

The Airport Director will provide a written report and be available at the meeting to answer any questions.

Documents:

[Airport Committee Presentation 062718.pdf](#)

32. INTERNATIONAL EXISTING BUILDING CODE

Given the substantial infrastructure and other investments in Minot's downtown corridor and historic nature and structural integrity of many of these buildings, the adoption of a code set that considers these factors is aligned with Council's goals of becoming more business friendly and encouraging redevelopment in Minot's downtown.

It is recommended the Council discuss factors surrounding adoption of the International Existing Building Code.

Documents:

[Agenda-item-International-Existing-Building-Code.pdf](#)



TO: Mayor Shaun Sipma
Members of the City Council

FROM: Rick Feltner

DATE: June 14, 2018

**SUBJECT: AMEND LEASE AGREEMENT TITLED “AIRPORT LEASE FIXED BASE
OPERATOR” FOR LOT 55 OCCUPIED BY EXECUTIVE AIR TAXI
CORPORATION TO REFLECT CITY REPLATTING**

I. RECOMMENDED ACTION

1. Recommend approval to amend lease agreement “Lot 55” to reflect the updated plat name and;
2. Authorize the Mayor to sign the agreement

II. DEPARTMENT CONTACT PERSONS

Rick Feltner, Airport Director 857-4724

III. DESCRIPTION

A. Background

The current lease agreement titled “Lot 55” does not reflect the current City platting. In an effort to update Airport leases, the lease agreement must be amended to “Lot 2, Block 4, Minot International Airport Second Addition.”

B. Proposed Project

The proposed amendment will result in the lease being up to date. Therefore, any future amendments or reassignments will be consistent in the language.

C. Consultant Selection

N/A

IV. IMPACT:

A. Strategic Impact:

One of the Airport’s goals for 2018 is to update leases and streamline the leasing process. By amending the current agreement to the proper platted name, the lease would be considered as up to date.

Service/Delivery Impact:

Tenants, Airport staff, City staff, will benefit from the consistency that the amendment will provide.

B. Fiscal Impact:

The lease amendment does not have any fiscal impact.

Project Costs

N/A

Project Funding
N/A

V. ALTERNATIVES

Alt 1. The Council could recommend that this agreement not be amended. This would result in continuous inconsistencies with the Airport's leases and City's records.

VI. TIME CONSTRAINTS

Council's timely approval of the recommendation will allow the Airport to continue to move towards its goal of bringing its leases up to date and current.

VII. LIST OF ATTACHMENTS

A. Amendment to the Airport Lease Fixed Base Operator Agreement

AMENDMENT TO THE AIRPORT LEASE FIXED BASE OPERATOR AGREEMENT

THIS AMENDMENT of the AIRPORT LEASE FIXED BASE
OPERATOR AGREEMENT commenced September 20, 2000, made and entered
into by and between the City of Minot, North Dakota, a municipal corporation,
hereinafter, the “City”, and Executive Air Taxi Corporation, hereinafter, the
“Lessee”.

WITNESSETH THAT:

WHEREAS, the City is the owner and operator of the Minot International
Airport, hereinafter, the “Airport”, located in the County of Ward, State of North
Dakota, and operates the Airport for the promotion, accommodation and
development of air commerce and air transportation; and

WHEREAS, the parties hereto desire to enter into an Amendment to the
AIRPORT LEASE FIXED BASE OPERATOR AGREEMENT, hereinafter. The
“Agreement”. Granting the Lessee the use of certain premises at the Airport as
hereinafter defined, and the use, together with others, of the Airport and its
appurtenances;

NOW, THEREFORE, in consideration of the premises provided herein, the rights and privileges and the mutual covenants and agreements hereinafter contained and other valuable consideration, the parties hereto agree to amend the following provisions, for themselves, their successors and assigns, as follows:

CHANGE:

Lot 55 (100 X 100 = 10,000 square feet)

Change to the following:

Lot 2, Block 4, Minot International Airport Second Addition

All other Terms and Conditions of the AIRPORT LEASE FIXED BASE
OPERATOR AGREEMENT shall remain in place and enforceable.

IN TESTIMONY WHEREOF, witness the signature of the parties hereto the
day and year written.

RECOMMENDED APPROVAL
TERMS AND CONDITIONS BY:

APPROVED AS TO FORM AND
LEGALITY BY:

ATTEST:

CITY OF MINOT, NORTH DAKOTA

Witness

Shaun Sipma, Mayor

Date

RECOMMENDED APPROVAL
TERMS AND CONDITIONS BY:

APPROVED AS TO FORM AND
LEGALITY BY:

ATTEST:

EXECUTIVE AIR TAXI
CORPORATION

Witness

Paul Vetter, Chief Operating Officer

Date



TO: Mayor Shaun Sipma
Members of the City Council

FROM: Rick Feltner, Airport Director

DATE: June 18, 2018

SUBJECT: ANNUAL RENEWAL OF MOWBRAY & SON PREVENTATIVE MAINTENANCE AGREEMENT

I. RECOMMENDED ACTION

1. Recommend approval the annual renewal of the Mowbray & Son Preventative Maintenance Proposal; and
2. Authorize the Airport Director to sign the agreement

II. DEPARTMENT CONTACT PERSONS

Rick Feltner, Airport Director 857-4724

III. DESCRIPTION

A. Background

In 2017, at the conclusion of the warranty period for many of the Passenger Terminal's mechanical systems, the Airport entered into a one-year preventative maintenance plan with Mowbray and Son, Inc. Mechanical Contractors. The Airport has been very pleased with the service it has received through this agreement and recommends renewal.

B. Proposed Project

Approval of the agreement will lock in prices for filters and ensure that preventative maintenance checks are being done by trained professionals according to manufacturer's recommended time frame and procedure.

C. Consultant Selection

N/A

IV. IMPACT:

A. Strategic Impact:

A strong preventative maintenance plan is essential to protecting the Airport's investment in the new terminal, and ensuring maximum lifespan for this state-of-the-art equipment.

B. Service/Delivery Impact:

Tenants and travelers will benefit from consistent and proper functioning HVAC and other mechanical systems.

C. Fiscal Impact:

The Airport currently has an agreement in place with Mowbray & Son for HVAC preventative maintenance; this is a renewal of that contract.

The total contract amount has been budgeted in the Building Maintenance account for 2018 and 2019.

Project Costs

Mowbray & Son Agreement	\$36,638
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Project Funding

Building and Grounds Maintenance 100-5000-501.04-33	\$36,638
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V. ALTERNATIVES

N/A

VI. TIME CONSTRAINTS

Council's approval of the recommendation will allow the contract to renew with no lapse.

VII. LIST OF ATTACHMENTS

A. Mowbray and Son PM Proposal

PROPOSAL

Proposal Submitted To: City of Minot	Job Name: Minot International Airport PM checks	Date: 13-Jun-18
Address:	Job Location: Minot International Airport	Date of Plans: -
City, State, Zip Minot, ND 58701	Phone:	Architect: -
Attention: Airport Manager	Fax:	Job Number

3 Times Per Year PM Check:

We offer this proposal to perform 3 annual Preventative Maintenance checks at the Minot International Airport. The PM checks will include changing and cleaning filters, check and tighten belts and grease bearings. Check pumps, all fans, voltages and amps. Clean motors, tighten electrical and check pressures on hot and chilled loops.

For the sum of \$5,880.00 will be billed each 3 times per year.

1 Time Per Year PM Check:

We offer this proposal to perform this Preventative Maintenance check once per year at the Minot International Airport. This PM check will include changing and cleaning filters including cube filters and boiler filters. Check wye strainers. Change all belts and grease bearings. Check boiler. Check pumps, all fans, voltages and amps. Clean motors, tighten electrical and check pressures on hot and chilled loops. Clean all flame sensor's and check gas pressures.

For the sum of \$18,998.00 will be billed once per year.

We Hereby Propose to furnish all labor and material - complete - in accordance with the above specifications for the sum of:

Thirty Six Thousand Six Hundred Thirty Eight and No/100..... Dollars

\$36,638.00

Total for Complete PM checks for entire year.

This is a one year PM contract starting July 1, 2018 through July 1, 2019.

One PM check for (3) quarters for \$5,880.00 each and (1) time PM check for \$18,998.00

Payment to be made **quarterly** as the work progresses to the value of **100%** of all work is complete and material on job site. The entire amount of contract to be paid within **30 Days** after completion.

Note: This proposal may be withdrawn by us if not accepted within **30 Days**.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration of deviation from the above specification involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by worker's compensation insurance. If payment for work provided in this proposal is not paid when due, customer agrees to pay for all costs of collection including attorney's fees.

Authorized
Signature

Derrick Burke

Derrick Burke
HVAC Estimator

Acceptance of Proposal

The above prices conditions are satisfactory and are hereby accepted. You are hereby authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature and Title: _____



TO: Mayor Shaun Sipma
Members of the City Council

FROM: Rick Feltner, Airport Director

DATE: June 14, 2018

SUBJECT: OAG FLIGHT VIEW AGREEMENT

I. RECOMMENDED ACTION

1. Recommend approval of the annual support agreement with OAG Flightview for the Airport's website flight information; and
2. Authorize the Airport Director to sign the agreement

II. DEPARTMENT CONTACT PERSONS

Rick Feltner, Airport Director 857-4724

III. DESCRIPTION

A. Background

The Airport has recently updated its website. Due to the updated website, the provider of the flight information also required updating. The website had been utilizing a free service, which is no longer available with the recent updates. The annual support agreement will provide continuous information to the website as well as any technical assistance to airport staff.

B. Proposed Project

To implement a support agreement to best serve the Minot Airport and ensure a positive experience for users of the website. Through the support agreement, Airport staff will receive the necessary support to properly address any concerns. OAG Flightview is well known in the industry and serves other North Dakota airports, as well as airports worldwide. The expertise and industry knowledge provided by OAG Flightview is beneficial to the airport in that they are constantly upgrading their program to best serve airports and their customers.

C. Consultant Selection

N/A

IV. IMPACT:

A. Strategic Impact:

Adequate information and proper functioning of this system is a critical component of the services provided to the flying public when utilizing the Airport's website.

B. Service/Delivery Impact:

Airport Staff, Tenants, and the Traveling Public all benefit from the information provided on the Airport's website, namely flight information.

C. Fiscal Impact:

Project Costs

OAG Flight View System Set-Up (one-time fee)	\$2,500
Subscription Fee	<u>\$4,400</u>
Total	\$6,900

Project Funding

To be funded with Airport Revenues	
100-5000-501.05-41 (Promotions)	\$6,900

V. ALTERNATIVES

Alt 1. City Council could recommend that this agreement not be executed and that flight information not be displayed on the Airport's website. Although it would save money, an airport website that does not display flight information is inconsistent with industry norms.

VI. TIME CONSTRAINTS

Council's timely approval of the recommendation will minimize any disruptions or lapses in the updated website.

VII. LIST OF ATTACHMENTS

A. OAG Flight View License Agreement



OAG License Agreement

Effective from the date of the last signature below (the “**Effective Date**”), **OAG Aviation Worldwide LLC** (“**OAG**”), a Delaware limited liability company with its principal office at 801 Warrenville Road, Suite 555, Lisle, Illinois 60532, and **Minot International Airport**, with offices at 305 Airport Road, Minot, North Dakota 58703 (“**Customer**”), agree as follows:

OAG® flightview

1. PRODUCT & TERM SUMMARY

Licensed Data Product	FV Web Components - Arrival and Departure FIDS and Flight Tracking, showing flight status for Minot International Airport (MOT)	
Special Instructions		
Fees (USD)	One-time Setup Fee: \$2,500.00 Subscription Fee: \$4,400.00 per year	
Invoicing Frequency	One-time Setup Fee: Billed upon execution of this Agreement Subscription Fee: Annually	
Term - commencing from Effective Date	1 Year fixed for that period	Non-Renewal Notice Period: n/a

2. Permitted Usage

Customer may use the Data solely as specified below (the “**Permitted Usage**”):

- ☐ for the Customer’s personal or internal business use only;
- ☐ as limited extracts or merged data in analyses, reports, presentations or models that Customer prepares for its clients for their internal use only;
- ☐ as part of flight information display monitor(s) located as specified in the Special Instructions of this Agreement;
- ☒ as value-added data at Customer’s website for the personal use of travelers;
- ☐ for travel insurance purposes and solely for the benefit of the insured;
- ☐ for travel agency, travel management company and/or travel search engine activities;
- ☐ as limited extracts for educational and research purposes;
- ☐ for integration into Customer’s Products (as defined in the Special Instructions of this Agreement), with the right to sublicense the Data within those products to its client(s) (“**End User(s)**”) solely for their personal or internal business use on their owned or controlled devices, and subject to terms consistent with the terms and conditions of this Agreement. If pricing hereunder is based on usage, Customer shall provide OAG a usage report regarding the number of End Users on an agreed periodic basis.
- ☐ to allow Customer’s contracted service providers to use the Data solely on behalf of Customer in furtherance of the Permitted Usage, provided that Customer: (i) shall obtain such service providers’ agreement to be bound by restrictions regarding non-disclosure and use of the Data that are consistent with the terms and conditions of this Agreement; (ii) shall be responsible for the compliance by such service providers with such restrictions; and (iii) shall immediately notify OAG should Customer become aware of any unauthorized use of the Data by such service providers.

Any use of the Data outside of the Permitted Usage may be subject to an additional charge.

3. Data

The above selected Data Product(s) may include the System Wide Information Management (SWIM) Traffic Flow Management Data (“TFMData”) service of the Federal Aviation Administration (“FAA”). Customer shall direct all technical or system problems regarding the TFMData to OAG, rather than the FAA. Neither the United States Government nor the FAA sponsor, endorse or guarantee the Data Product(s) containing the TFMData, or make any warranties in relation to the availability, accuracy, reliability or any other quality of the TFMData. Customer must use such data in compliance with all requirements of law, including any restrictions imposed by the FAA or any other governmental agency.

Customer acknowledges that disclosure to the public of the flight information of general aviation operators (i.e., flight operators who do not conduct business according to a published listing of services and schedules) could compromise the privacy and/or security of individuals, and agrees not to disclose or otherwise make available any information regarding general aviation operators’ flights in any form to anyone other than its employees and agents having a need-to-know in the conduct of Customer’s business operations. Customer agrees to exercise no less than reasonable care to prevent the unauthorized disclosure of such information.

This OAG License Agreement shall be comprised of the terms and conditions set forth herein, together with the attached General Terms and Conditions and any other attachment annexed hereto, which are incorporated by this reference (collectively, the **"Agreement"**).

AS WITNESSED by the duly authorized representatives of the parties:

Customer Name: Minot International Airport

OAG Aviation Worldwide LLC

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

OAG Aviation Worldwide LLC
GENERAL TERMS AND CONDITIONS
(version: January 1, 2018)

For the definition of any defined term used below see the front pages of this Agreement.

1. Data Products/Services

OAG shall provide to Customer a license to use the listed Data Products and Services in accordance with the terms and conditions of this Agreement. OAG may modify any Data Product or Service on reasonable prior written notice to Customer, provided such modified Data Product or Service will provide no less functionality to Customer, unless such modification is imposed on OAG by industry rules or standards or applicable laws or regulations, international or domestic.

2. Payment

2.1 All charges are payable in U.S. dollars, clear of all setoffs and deductions, within thirty (30) days from the date of invoice, at such location as OAG shall designate. All charges payable hereunder are exclusive of any applicable shipping charges and/or taxes, duties and similar governmental assessments. Customer shall pay any shipping charges and/or taxes, duties and assessments resulting from this Agreement, including any value-added, sales or use taxes (excluding taxes based on OAG's net income) and related interest and penalties.

2.2 Invoices not paid in full within thirty (30) days of the date of invoice are past due. Without prejudice to any other right or remedy, OAG may charge a late payment fee equal to the lesser of one and one half percent (1½%) per month or the maximum permitted by applicable law on any unpaid amount for each calendar month or fraction thereof that payment is overdue.

3. Ownership; Restrictions on Use; Grant of License; Compliance with Laws; Confidentiality

3.1 The data or information contained within the Data Products and Services ("Data") is licensed, not sold. As between the parties, OAG owns all right, title and interest in and to the Data Products and Services. Customer acknowledges that certain aspects of the Data Products and Services, including but not limited to the databases, programs, protocols and displays (as well as the selection, arrangement and sequencing of the contents thereof), are proprietary and unique to OAG, as to which copyright, patent or other proprietary rights may be held by OAG or third parties from whom OAG has licensed or otherwise acquired such rights. Customer agrees to comply with all copyright, trademark, trade secret, patent and other laws necessary to protect OAG's (or its licensors') rights in such proprietary information, and agrees not to remove or conceal any copyright or similar notices from the Data Products, Services or other material supplied by OAG and to only display any Data delivered as graphics in its entirety. Customer shall not block or obstruct OAG's logo contained in any Data delivered as graphics. Any printed report or document Customer generates from the Data Products or Services shall include an appropriate attribution reflecting that the relevant Data was furnished by OAG.

3.2 OAG grants Customer a non-exclusive, non-transferable, revocable, worldwide license to use the Data Products and Services solely for the Permitted Usage. Customer shall ensure that the Data Products (including extractions or compilations thereof) and

Services may only be accessed and used by authorized users on a Customer owned or controlled system, in accordance with the Permitted Usage. Except as expressly allowed in writing by OAG, the Services and Data Products (including extractions or compilations thereof) may not be copied or reproduced (except for internal back-up purposes), used, amended, modified, reverse engineered (unless applicable law prohibits such restriction), distributed, sold, sublicensed, displayed, transmitted or broadcast in any form without the prior written permission of OAG. Except as necessary to achieve the Permitted Usage, Customer shall not permit any user of the Data Products or a Service to download, extract, copy or otherwise reproduce all or any substantial part of the Data and place such Data into a secondary database, including, without limitation, caching of the Data.

3.3 Customer shall promptly notify OAG if Customer becomes aware of any breach of the Permitted Usage or any other unauthorized use or copying of any Data Product or Service.

3.4 Each party shall ensure that the supply and use of the Data Products and Services will comply with all local, state, national and international laws, regulations and codes of practice to the extent applicable to each party.

3.5 The terms and conditions of this Agreement, all access codes and user IDs and passwords issued to Customer by OAG hereunder, and all information as to the business methods or operations of either party acquired or learned by the other party, shall be treated as confidential and only disclosed to a party's employees, permitted service providers and agents on a need-to-know basis, unless disclosure is otherwise required by law or court order.

3.6 In the event Customer provides data or a data feed to OAG that Customer wants to have integrated into a Data Product or Service, Customer hereby grants OAG a non-exclusive, royalty-free, revocable, worldwide license to use such data or data feed in such Data Product or Service, as well as in other OAG products and services, for use by Customer and other OAG customers.

4. Termination

4.1 Either party may terminate this Agreement by notifying the other party in writing of its desire to terminate within the Non-Renewal Notice Period (excluding fixed-term and ad-hoc or one-time delivery agreements).

4.2 Either party may suspend performance of, or terminate, this Agreement if the other party breaches any material term hereof and such breach is not remedied within thirty (30) days (fourteen (14) days in the case of non-payment of any sum due to OAG) after written notice to the breaching party. In the event Customer terminates this Agreement due to a breach by OAG, OAG shall refund to Customer any portion of the charges prepaid as of such termination date with respect to the cancelled term of this Agreement.

4.3 Either party may, at its option and without prior notice, terminate this Agreement effective immediately, should the other party (or the Customer entity that OAG has been billing) become the subject of a

- petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors in any jurisdiction.
- 4.4 In the event a data provider requires OAG to suspend provision of its data to Customer or one of Customer's customers, OAG (or Customer if it is one of its customers) will be required to do so until a resolution is reached. OAG will use commercially reasonable efforts to assist Customer to obtain such data provider's data. Additionally, OAG may (i) cease provision of Data Products or Services hereunder if required to comply with applicable laws or regulations, international or domestic; or (ii) terminate this Agreement upon thirty (30) days prior written notice in the event a third party data or service provider discontinues provision of or materially alters its respective data or services, which discontinuance or alteration adversely impacts OAG's provision of Data Products or Services hereunder. In such instances, OAG shall refund to Customer any portion of the charges prepaid as of such cessation date with respect to the cancelled term of this Agreement.
- 4.5 Upon the termination or expiration of this Agreement (excluding ad-hoc or one-time delivery agreements), Customer will cease to have any rights to use the Data Products or receive the Services and will destroy all copies of the Data and any derivatives thereof in its possession or control and purge all electronic versions of the same. If requested by OAG, Customer shall promptly certify in writing, signed by an authorized representative of Customer, that it has so removed and destroyed the Data.
- 4.6 Termination or expiration of this Agreement will not affect any accrued rights or liabilities of either party.
- 5. Limitation of Liability and Indemnification**
- 5.1 EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, OAG MAKES NO REPRESENTATIONS, CONDITIONS, GUARANTEES OR WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, AND EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, INCLUDING, WITHOUT LIMITATION, REGARDING SATISFACTORY QUALITY OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE DATA PRODUCTS OR SERVICES WILL BE AVAILABLE FOR USE, UNINTERRUPTED, ERROR FREE OR THAT ANY ERRORS WILL BE CORRECTED. CUSTOMER HEREBY ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY WARRANTY, CONDITION, GUARANTEE OR REPRESENTATION MADE BY OAG, EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT. CUSTOMER ASSUMES ALL RISK FOR ANY RESULTS IT OBTAINS BY OR AS A RESULT OF USING THE DATA PRODUCTS OR SERVICES.
- 5.2 SUBJECT TO CLAUSE 5.6, AND EXCEPT FOR OAG'S INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT SHALL OAG HAVE ANY LIABILITY FOR ANY LOST PROFITS, REVENUES OR INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR SPECIAL DAMAGES OR LOSSES SUFFERED BY CUSTOMER OR ANY THIRD PARTY, INCLUDING ANY LOSS OF OPPORTUNITY, ANTICIPATED SAVINGS OR GOODWILL, EVEN IF OAG HAS
- BEEN ADVISED OF THE POSSIBILITY OF THE SAME.
- 5.3 Customer shall indemnify, defend and hold OAG harmless from and against any and all third party claims, liabilities, damages, and related costs and expenses (including reasonable attorneys' fees and expenses) (collectively, the "**Claims**") that may be asserted against or incurred by OAG to the extent arising out of or related to Customer's use of the Data Products or Services due to (i) breach of the terms of this Agreement, (ii) negligence or willful misconduct, (iii) any claim that a Customer Product or website in which the Data Products or Services are incorporated infringes any third party proprietary rights, or (iv) breach of applicable laws or regulations.
- 5.4 OAG shall indemnify, defend and hold Customer harmless from and against any and all Claims that may be asserted against or incurred by Customer to the extent arising out of or related to (i) OAG's breach of applicable laws or regulations or (ii) any claim that Customer's use of the Data Products or Services pursuant to the terms of this Agreement violates any third party intellectual property rights. OAG shall not have any responsibility or liability for any Claim if (a) the use or activity alleged to be infringing is not a Permitted Usage, (b) such Claim results from (1) any modification or development of the Data Products or Services by Customer or a third party without OAG's prior written approval, or (2) Customer's combination or use of the Data Products or Services with software, services or products not provided by OAG under this Agreement, or (c) Customer does not notify OAG of the Claim within thirty (30) days of becoming aware of it.
- 5.5 SUBJECT TO CLAUSE 5.6, IN NO EVENT WILL OAG'S MAXIMUM TOTAL AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL AGGREGATE CHARGES CUSTOMER HAS PAID TO OAG FOR THE DATA PRODUCTS AND/OR SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO THE DAMAGE ALLEGED TO HAVE BEEN CAUSED.
- 5.6 NOTWITHSTANDING ANY OTHER CLAUSE IN THIS AGREEMENT, NEITHER PARTY EXCLUDES ITS LIABILITY FOR (I) DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE; (II) DAMAGES CAUSED BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; OR (III) FRAUD.
- 6. Notices**
- All notices shall be given to the addresses set forth on this Agreement. If delivered by private express delivery service, notice shall be deemed conclusively made upon delivery by such service. If delivered by mail, notice shall be deemed conclusively made five (5) days after deposit thereof in the mail. Notices to OAG shall be sent to: Legal Counsel.
- 7. Force Majeure**
- Neither party shall be liable for any delay in performing or failure to perform any obligation under this Agreement (save for a payment obligation), to the extent that the delay or failure results from events or circumstances outside its reasonable control, including but not limited to, war, riot, civil commotion, strike, lockout or any other industrial action, act of God, storm, fire, earthquake, flood, disruption of communication systems, disruption of data feeds,

electrical failure or action of government. If any such event occurs then the periods in which the parties are required to perform their obligations hereunder shall be extended by the period of the duration of any such event and the party prevented from performing its obligations hereunder shall as soon as practicable give notice to the other of the occurrence of such event and of its cessation. Notwithstanding the foregoing, in the event of a delay exceeding six (6) months, either party may terminate this Agreement on written notice to the other party.

8. Assignment

- 8.1 The terms and conditions of this Agreement shall be binding upon, and shall inure to the benefit of, the parties and their permitted successors and assignees, and references in this Agreement to a party shall include its permitted successors and assignees.
- 8.2 Neither party may assign or transfer this Agreement or any rights or obligations under it (and any such attempted assignment shall be deemed null and void), except (i) as approved in writing by the other party, which consent shall not be unreasonably withheld; (ii) to any company which is that party's subsidiary, holding company, or a subsidiary of any such holding company, so long as it remains a subsidiary or holding company as the case may be; or (iii) to any company to which all or the relevant part of its business is transferred, provided that the purchaser of the business agrees in writing to be bound by the obligations of that party under this Agreement; and provided further that the assignee under (ii) or (iii) above is not a competitor of the other party.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its principles of conflicts or choice of laws. Each party, as a condition of entering into this Agreement, hereby submits to the jurisdiction of and venue within the state and federal courts of the State of Illinois.

10. General

- 10.1 This Agreement supersedes all prior agreements, arrangements and understandings between the parties, whether written or oral, in respect of its subject matter and constitutes the entire agreement and understanding between the parties relating to the subject matter of this Agreement. This Agreement may only be modified, amended, or any of its terms waived, by a written document signed by authorized representatives of each party.
- 10.2 Any terms and conditions contained in a Customer purchase order or in any other document submitted by Customer which are additional to or inconsistent with the terms and conditions of this Agreement are null and void.
- 10.3 Where this Agreement is translated into a language other than English that translation shall be for reference only. In the event of any conflict between the non-English and English language versions then the English language version of this Agreement shall take precedence.

- 10.4 Nothing in these terms shall constitute or be deemed to constitute either party as agent or partner of the other for any purpose whatsoever.
- 10.5 Customer will not use any trade names, trademarks, brand names or logos of OAG in connection with any document, product, service or material without OAG's prior written consent.
- 10.6 Nothing in this Agreement confers or purports to confer on any person who is not a party to this Agreement any beneficial rights, or any other right, to enforce any term or provision of this Agreement.
- 10.7 If any one or more provisions of this Agreement is held to be unenforceable, such provision shall be reformed to permit its enforcement in a manner that most closely accomplishes the original objectives of the provision, and the other provisions of this Agreement will remain in full force and effect.
- 10.8 A failure or delay of either party to enforce a provision of this Agreement or a previous waiver or forbearance by either party shall not be construed as a continuing waiver of any provision of this Agreement.
- 10.9 Notwithstanding termination or expiration of this Agreement, the terms of clauses 2, 3.1, 3.5, 4.5, 4.6, 5, 6, 9, and 10 shall survive termination or expiration and remain in full force and effect.



TO: Mayor Shaun Sipma
Members of the City Council

FROM: Rick Feltner, Airport Director

DATE: June 18, 2018

SUBJECT: **SIMTECH INC. ANNUAL FIRE ALARM TEST CONTRACT**

I. RECOMMENDED ACTION

1. Recommend approval the Annual Fire Alarm Test Contract with Simtech, Inc.; and
2. Authorize the Airport Director to sign the agreement

II. DEPARTMENT CONTACT PERSONS

Rick Feltner, Airport Director 857-4724

III. DESCRIPTION

- A. Background
The fire alarm system installed in the passenger terminal requires annual inspection by a certified technician. Simtech provided installation of the current system and is best qualified to perform this task.
- B. Proposed Project
Enter into an Annual Fire Alarm Test Contract with Simtech
- C. Consultant Selection
N/A

IV. IMPACT:

- A. Strategic Impact:
This will keep the Airport Passenger Terminal in compliance with current code.
- B. Service/Delivery Impact:
Ensures the integrity of the fire alarm system and enhances the safety of passengers and employees in the building
- C. Fiscal Impact:
The total contract amount will be paid for using Airport revenues from the Building Maintenance account.

<u>Project Costs</u>	
Simtech Agreement	\$1,050

<u>Project Funding</u>	
Building and Grounds Maintenance	
100-5000-501.04-33	\$1,050

V. ALTERNATIVES

N/A

VI. TIME CONSTRAINTS

N/A

VII. LIST OF ATTACHMENTS

A. Simtech Annual Fire Alarm Test Contract



ANNUAL FIRE ALARM TEST ONLY CONTRACT

2401 Morrison Ave
Bismarck, ND 58504
Tele: 701-226-3355
Cell: 701-595-6555
www.simtech1.com

DATE: 6/17/2018

QUOTE# 1059

CUSTOMER: MINOT INTERNATIONAL AIRPORT-MINOT, ND
TO: DEANNA STODDARD 701-833-2018

QUANTITY	MODEL NO.	DESCRIPTION
1	FATA	FIRE ALARM TESTING CONTRACT
TOTAL: \$1,050.00 ANNUALLY		NET 30

SIMTECH CERTIFIED TECHNICIAN TO PERFORM 1ea ANNUAL FIRE ALARM SYSTEM TEST.
100% OF ALL "SIMTECH" FIRE ALARM DEVICES WILL BE TESTED. THE MECHANICAL SPRINKLER SYSTEM FLOW & TAMPER VALVES WILL **NOT BE ACTIVATED DUE TO VALVE LEAKAGE LIABILITY, HOWEVER, WE WOULD BE HAPPY TO SCHEDULE SIMULTANEOUS TESTING WITH YOUR SPRINKLER CONTRACTOR.** WE WILL ALSO NEED YOUR ELEVATOR CONTRACTOR AVAILABLE TO ASSIST WITH TESTING & RESETTING THE 3EA ELEVATOR CAPTURE & SHUNT TRIP ACTIONS. THIS MUST BE SET UP FOR THE SAME DAY WITH SPRINKLER & ELEVATOR CONTRACTORS OR 2ND TRIP WILL BE BILLABLE. Smoke & heat detector testing as well as interfaces to 3ea elevators, 12ea access doors, 7ea air handling units, 4ea Bridge & 19ea sprinkler alarm monitor points. Deficiency report will be provided upon completion of test.

****CUSTOMER WILL BE SET UP FOR ANNUAL BILLING UNLESS CONTRACT IS CANCELLED IN WRITING WITHIN 30 DAYS.**

QUOTE BY: SIMTECH INC.
SCOTT JORGENSON-PRESIDENT

SIGNATURE:
DATE: 6/17/2018

ACCEPTED BY:
COMPANY NAME:
ADDRESS:
PO NUMBER:
PRINT NAME:
SIGNATURE:

DATE:
TITLE:



TO: Mayor Shaun Sipma
Members of the City Council

FROM: Rick Feltner, Airport Director

DATE: June 19, 2018

SUBJECT: **ASSIGNMENT OF LEASE, T-HANGAR NO. 15**

I. RECOMMENDED ACTION

1. Recommend approval of the Airport Lease, T-Hangar between the City of Minot and Justin Seifert for T-Hangar No. 15 for \$75.00 per month; and
2. Authorize the Mayor to sign the agreement

II. DEPARTMENT CONTACT PERSONS

Rick Feltner, Airport Director 857-4724

III. DESCRIPTION

A. Background

There is one (1) vacancy out of sixteen (16) t-hangars owned by the Airport. Protocol established a policy of a waiting list for vacancies. Justin Seifert is the next interested party on the waiting list.

Mr. Seifert has indicated interest in renting a t-hangar for a monthly rent of \$75.00 per month, and will abide by the lease terms and obligations. The lease term is month-to-month, which may be terminated by the City or the Tenant with a 30-day written notice.

B. Proposed Project

N/A

C. Consultant Selection

N/A

IV. IMPACT:

A. Strategic Impact:

N/A

B. Service/Delivery Impact:

N/A

C. Fiscal Impact:

T-Hangars on Airport property lease for \$75.00 per month, or \$900.00 in revenue annually. As of July 1, 2018, T-Hangar No. 15 will be vacant. With the approval of the lease, the t-hangar will be filled immediately.

V. ALTERNATIVES

N/A

VI. TIME CONSTRAINTS

Council's approval of the recommendation will allow the lease to be signed and the proposed tenant to occupy the t-hangar.

VII. LIST OF ATTACHMENTS

A. No. 15 Justin Seifert

AIRPORT LEASE

T-HANGAR

THIS LEASE is made between the City of Minot, North Dakota, a municipal corporation, hereinafter called the "City" and Justin Seifert, hereinafter called the "Tenant".

It is agreed:

The City hereby leases to the Tenant T-Hangar No. 15 located at the City of Minot International Airport.

The lease term will commence immediately and continue on a month-to-month basis until cancelled by either Party.

Tenant shall pay the City monthly rent in the amount of \$75.00 a month, with each month's payment to be made in advance. If this lease commences on a date other than the first of the month, then the first month's rent shall be pro-rated. **Tenant will also pay immediately a deposit equal to one month's rent as security against unpaid rent, damages, and any necessary cleaning expenses.**

The Tenant may use the hangar only for the purpose of storing an aircraft owned by Tenant or in which there is an ownership interest. If requested, Tenant shall provide the Airport Director with proof of ownership. The hangar may not be used for the storage of pails, barrels, boxes, chemicals, tanks, refuse, junk, aircraft parts, or other such items. The Tenant shall exercise good housekeeping practices both within the leased hangar and exterior. The City, in addition to the remedies provided for hereafter with regard to a breach of this lease, shall have the right to give notice to the Tenant to perform specified

clean-up work. If the work is not performed within three (3) days following the day when notice was given, not counting the day of notice itself, the City may do the work. All expenses incurred by the City for such clean-up work shall be an additional rent charge to the Tenant; payable within five (5) days after notice of the amount due is given to the Tenant, not counting the day when notice was given.

The City provides hangar space as an incidental service to promote use of the airport, and if the Tenant does not store their aircraft in the hangar for a period of sixty (60) or more consecutive days, the City may elect to declare this lease to be forfeited and may relet the space. The procedure to declare forfeiture shall be the same as provided hereafter with regard to default on the part of the Tenant or a breach of the lease agreement by the Tenant.

The Tenant may not perform any major maintenance on aircraft or on any other mechanical equipment or machinery. Minor maintenance is permitted such as replacing spark plugs or changing oil.

Under FAA regulations, it is necessary that the hangar be equipped at all times with an approved and functioning fire extinguisher. As additional consideration, the Tenant shall provide the extinguisher during the term of this lease. In this paragraph approved means approved by the fire marshal of the City of Minot or his designee.

In order for the City to have access to the hangar in the event of fire or other emergency, and because of the retained right of entry provided hereafter, it is necessary that only City supplied locks be used on the hangar doors so that the City's master key will operate the locks. The Tenant will not change these locks.

If the Tenant fails to remove their personal property at the termination of this lease, it may be removed by the City and stored elsewhere at the Tenant's expense or discarded if it appears to be of no worth or value. Upon termination of this lease the Tenant is obligated to the City and the City may claim, and the Tenant hereby grants, a lien on or security interest in the personal property to secure the obligation.

This lease may not be sublet or assigned and any attempted assignment or subletting shall constitute a breach of this lease.

The City retains a right of entry at all times without notice to show the hangar, to respond to emergencies, to inspect the hangar for needed repair work and to repair the hangar if in its sole judgment repairs for which it is responsible are required, to inspect the hangar for violations of this lease, and for all other lawful purposes. The Tenant shall not prevent or hinder the City from exercising this right of entry.

The Tenant has had an opportunity to inspect the hangar and leases it in its present condition. Tenant shall repair all damage caused by the Tenant to the hangar at the termination of this lease, reasonable wear and tear excepted, unless the damage to the hangar was attributable to action or inaction on the part of the City or some other third party over whom the Tenant had no control.

The Airport Director shall have the authority to issue additional regulations pertaining to the use of the hangar and the Tenant shall abide by these as well as all applicable FAA regulations.

In the event the Tenant becomes in default under this lease or breaches its provisions, Tenant shall be given notice of such default and shall have three (3) days grace period thereafter, exclusive of the day of notice, to contest the occurrence of the

default or breach. If Tenant fails to do so, or if the default or breach is established pursuant to the next paragraph, the City may elect to terminate this lease and to relet the premises, without thereby waiving any claims it may have against the Tenant. Alternatively, the City may waive a default or breach and allow Tenant to cure the default or breach without being required thereafter to waive the same or any other default or breach.

The Airport Director shall have the final and conclusive authority to determine whether a default or breach of this lease has occurred, or has been timely cured, and he shall have the final and conclusive authority otherwise to interpret the provisions of this lease, assuming always that his decisions in that regard are made in objective good faith.

The Tenant shall have the right to terminate this lease at the end of the month following the month in which the Tenant gives the City notice of election to terminate the lease. Tenant must pay the rent for the month in which the lease terminates pursuant to this paragraph.

The City shall have the right to terminate this lease at the end of the month following the month during which the City gives notice to the Tenant of such termination.

Tenant agrees to indemnify the City and hold it harmless with respect to all claims, damages, and costs (including the costs of defending or bringing a legal action) arising out of the use or leasing of the hangar space by the Tenant.

Notice by the City shall be deemed to be given on the day when it is mailed to the Tenant
at the following address: **801 100th Ave NE, Minot, ND 58703**

Dated this 2nd day of July, 2018.

CITY OF MINOT,
A municipal corporation

Witness

Sipma, Mayor

Shaun

TENANT

Witness

BY: _____

Justin Seifert



TO: Mayor Chuck Barney
Members of the City Council

FROM: Mitch Flanagan

DATE: June 14, 2018

SUBJECT: Building relocation request to 1004 Jefferson Dr.

I. RECOMMENDED ACTION

It is recommended the Committee and Council approve the relocation of the detached garage, from 1122 W University Ave, , Minot ND, 58701 also known as Emleys S/D Lot 1 & port Lot 3, Block 20, West Minot Addn Lot 1, to 1004 Jefferson Dr, Minot, ND 58701, also known as Randalls Addition Lot 23, 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. Application and approval of building permits for all proposed construction and coordinate all relocation activities with public utilities and traffic authorities.
3. An approved foundation design in compliance with City of Minot building codes.
4. If required: plumbing, electrical and HVAC systems must 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 arrangement of colors after relocation.
7. 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, Property Appraiser	857-4160

III. DESCRIPTION

A. Background:

The building to be moved is a 1956 year built 416 square foot detached garage. The garage is 16 ft. x 26 ft. with wood siding and an asphalt shingled roof.

IV. IMPACT:

- A. Strategic Impact:
No impact.
- B. Service/Delivery Impact:
No impact.
- C. Fiscal Impact:
No fiscal impact.

V. ALTERNATIVES

No alternatives are applicable

VI. TIME CONSTRAINTS

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

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

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

VII. LIST OF ATTACHMENTS

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

Approved for Council Agenda: _____

Date: _____

APPLICATION FOR MOVING A RESIDENTIAL BUILDING

I, Timothy Braun, owner and/or agent hereby make application to the City Building Official to move a(n) 16 x 26 wooden detached garage structure(s) **from:**

LOT EMLEYS S/D LOT 1 & PORT LOT 3

BLOCK 20

ADDITION WEST MINOT ADDN LOT 1

ADDRESS 1122 W University Ave

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

LOT 23 **BLOCK** _____

ADDITION Rhondall's Addition

ADDRESS 1004 JEFFERSON DR **ZONING** R-1

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.

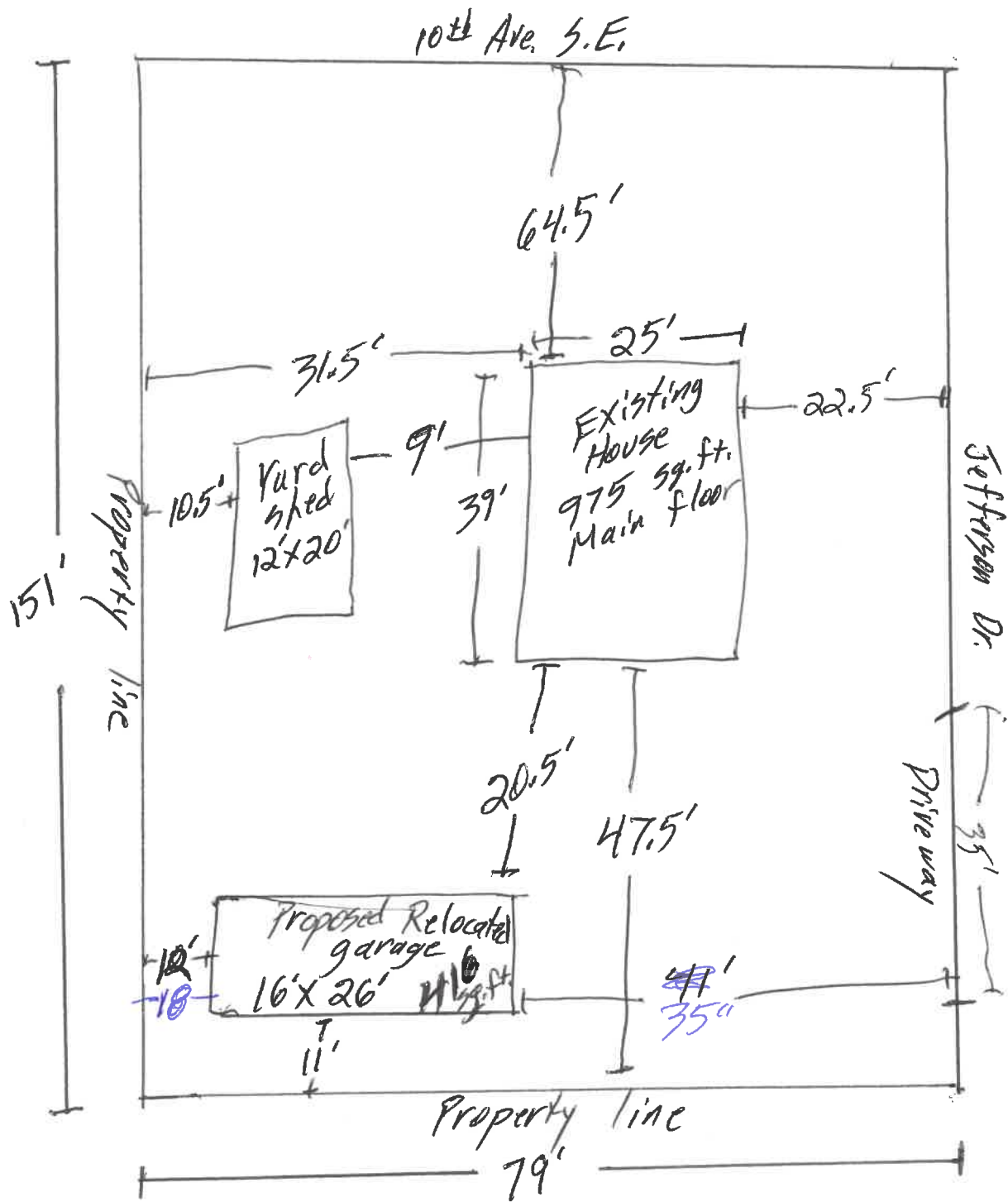
Timothy Braun 5-31-18
Signature of owner/agent Date

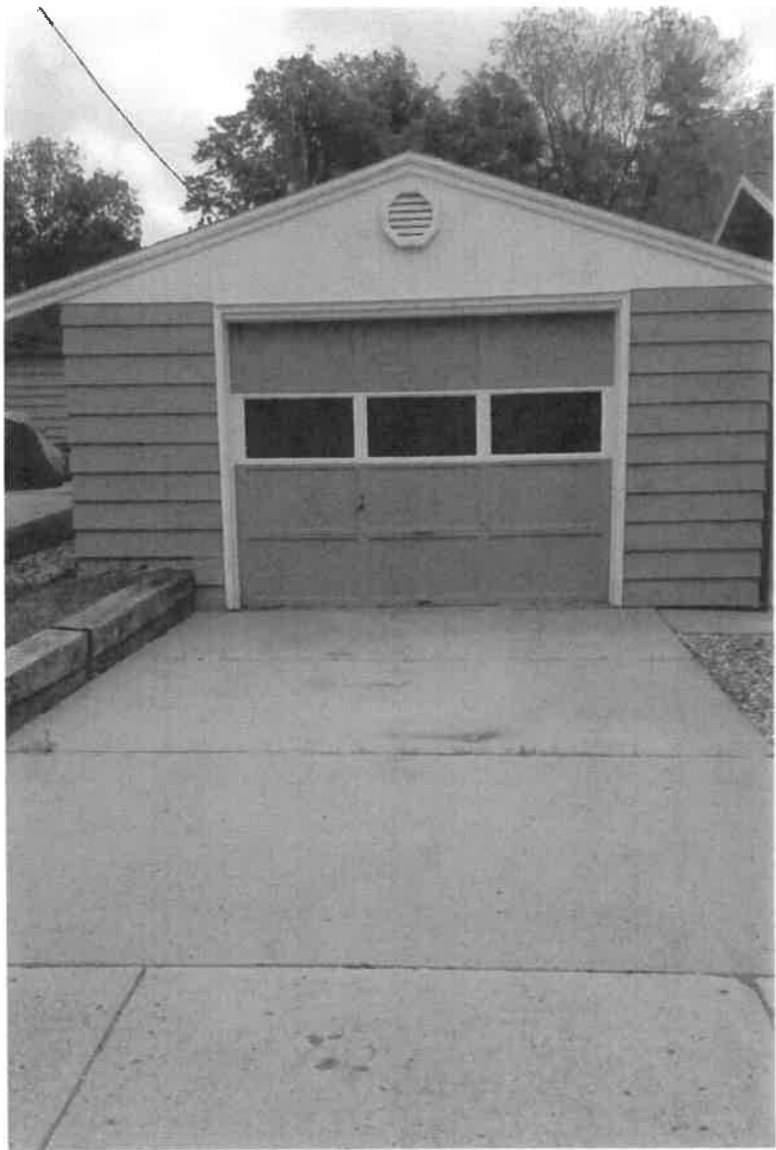
1004 Jefferson Dr.
Mailing Address

701-509-7446
Phone

Corner Lot
1004 Jefferson Dr.

↑
North







City of Minot

Inspection Department

June 13, 2018

Re: Building relocation request

Dear Property Owner:

Please be advised that this office has received a request from Timothy Braun to relocate a detached garage from 1122 W University Ave to 1004 Jefferson Dr. (Randall's Addition, Lot 23). This property is zoned R1 – Single Family Residential District.

The Committee of the Whole will be reviewing the request on Wednesday, June 27, 2018, at 4:15 p.m. in the City Council Chambers at City Hall. A public hearing regarding the request will be held on July 2, 2018, 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,

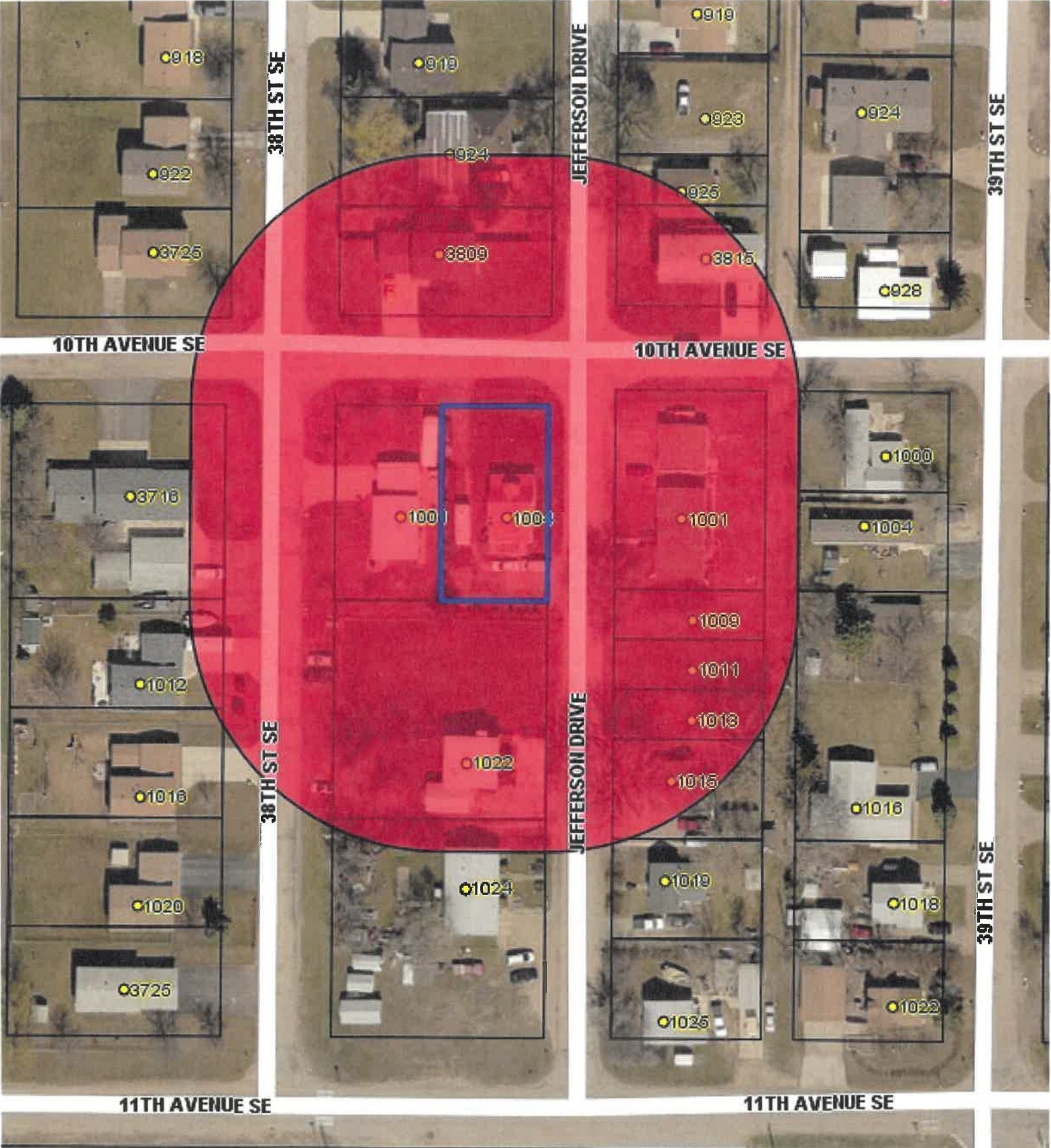


M. T. Flanagan
Building Official

Enclosures

Certified Mail

★ The Magic City ★



918

922

925

38TH ST SE

919

924

9809

JEFFERSON DRIVE

919

923

925

9815

924

928

39TH ST SE

10TH AVENUE SE

10TH AVENUE SE

9718

1012

1018

1020

9725

38TH ST SE

1001

1001

1022

1024

JEFFERSON DRIVE

1001

1009

1011

1013

1015

1019

1025

1000

1004

1016

1018

1023

39TH ST SE

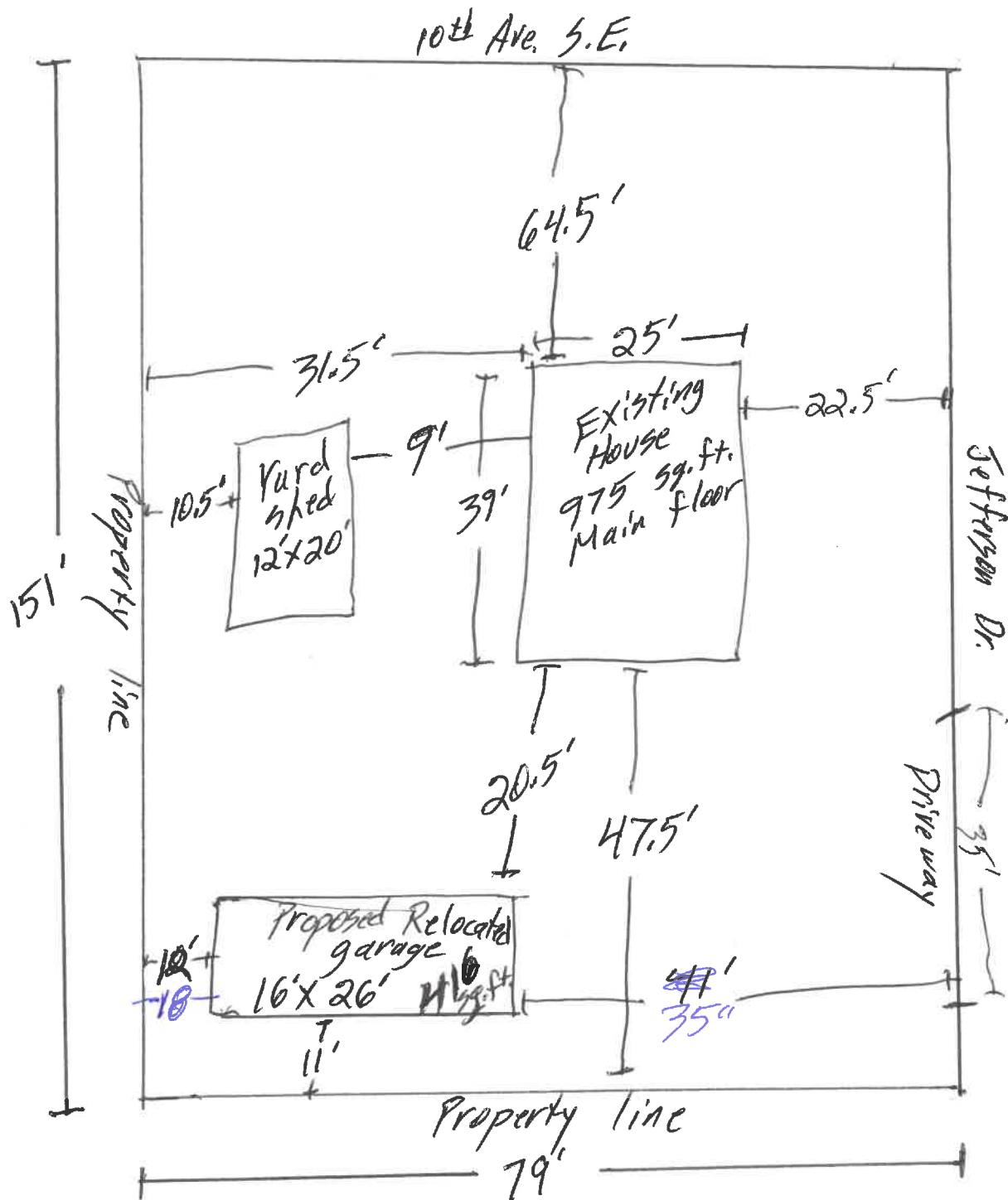
11TH AVENUE SE

11TH AVENUE SE



Corner Lot
1004 Jefferson Dr.

↑
North



Timothy Braun: You or your representative should appear on behalf of your request at the Committee of the Whole meeting on Wednesday June 27, 2018, at 4:15 p.m. in the City Council Chambers. The Committee of the Whole will be considering your request at that time.

NOTICE OF INTENT TO MOVE A BUILDING

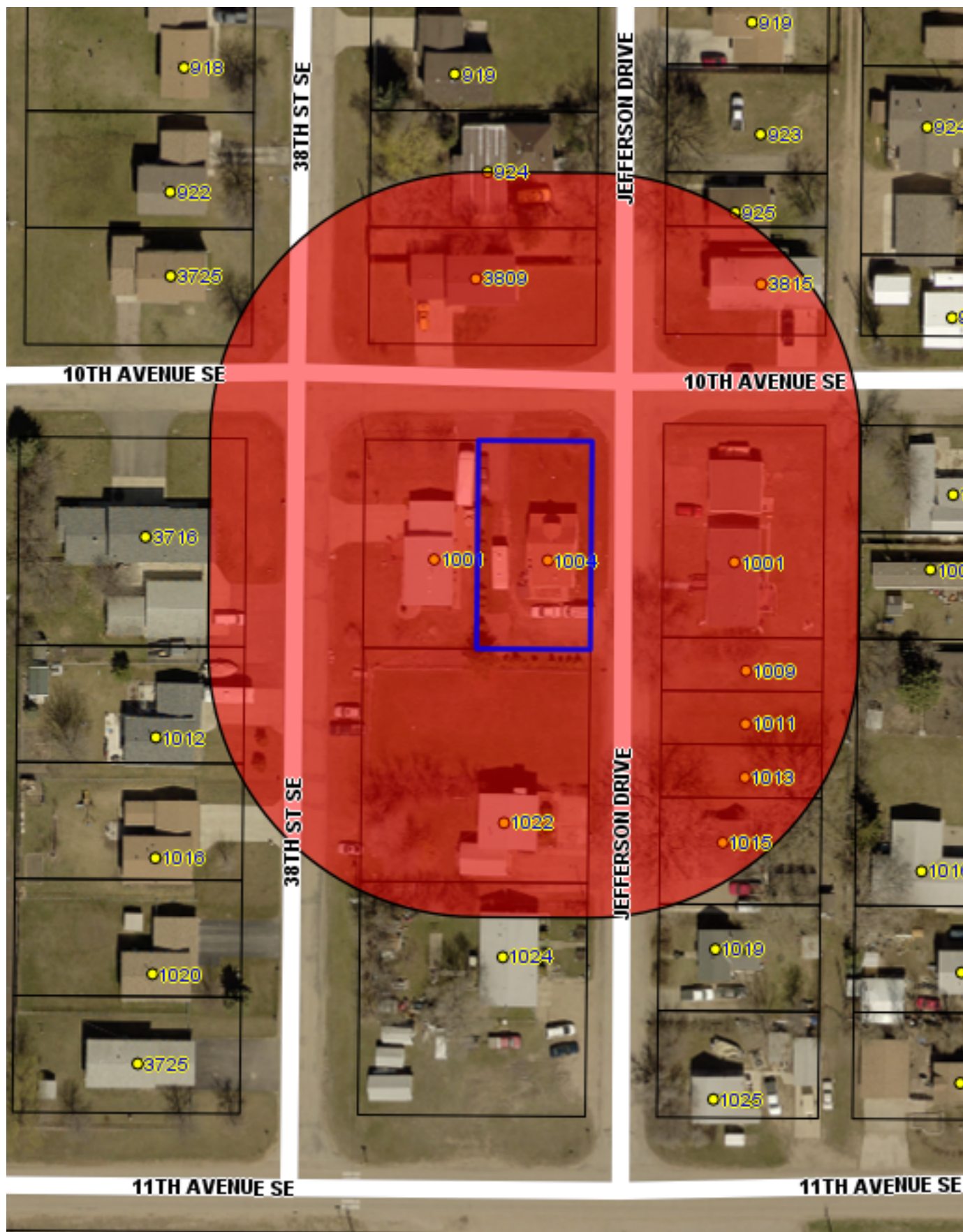
1. Timothy Braun, owner of a detached accessory building, is requesting to relocate this structure from 1122 W University Ave to **1004 Jefferson Dr.** (Randall's Addition, Lot 23)

Application has been made to the City Council for a moving permit to move this structure, and a public hearing will be held on July 2, 2018, at 6:30 p.m. in City Council Chambers at City Hall (515 2nd Avenue SW).

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

Publish Legal Ad: June 17, 2018
 June 23, 2018
 June 30, 2018

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





BUILDING RELOCATION INSPECTION CHECKLIST

1025 31st Street SE Minot, ND 58701, Phone: 701-857-4102

PROPERTY LOCATION:

PROJECT NAME:

EXTERIOR:

1. Are there signs of roof, foundation, wall and structural support failure?
2. What is the current condition of shingles and roof vents?
3. Current condition of windows, fascia, and trim?
4. Current condition of siding, need repair, replacement, or paint?

INTERIOR:

1. Are windows in all sleeping rooms egress type (820 Sq. In. Net openable area)?
2. Are smoke detectors installed and in correct location?
3. What is the size and condition of floor supports?
4. Does the building have fuses or circuit breakers and what size is the electrical panel?
5. What is the type and current condition of wiring?
6. What is the type and current condition of HVAC?

COMMENTS:

INSPECTOR'S SIGNATURE: _____

DATE: _____

City of Minot

Assessor's Office

DATE: 06/11/2018

TO: Tom Barry, City Manager

FROM: Sheila Maragos, Senior Property Appraiser

SUBJECT: Application from Timothy Braun to move a 1956 year built, 416 square foot garage from 1122 University Ave W, Minot ND also known as WEST MINOT ADDITION EMELY'S S/D LOT 1 & PORTION OF LOT 3 BLOCK 20 LOT 1 to 1004 Jefferson Drive, Minot ND also known as RANDALLS ADDITION LOT 23.

DESCRIPTION

The building to be moved is a 1956 year built 416 square foot garage. The garage is 16 ft. x 26 ft. with wood siding and an asphalt shingled roof.

RECOMMENDATION

The moving application requests to move the subject garage from 1122 University Ave W. to 1004 Jefferson Drive. The new location is zoned R1-Residential. The neighboring parcels are also zoned R1-Residential.

The subject will be placed on a concrete slab at the new location per the building inspector.

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

It is our opinion this structure would currently meet 60% of its replacement cost as per Sec 9-47 (b) (c) of the Minot Code of Ordinances once it has been placed at the new location and will be compatible with the existing properties.

In summary, the City of Minot Assessor's Office believes that the detached garage would be compatible with the area. Pictures have been provided below that show the subject garage as well as the properties in the immediate area.

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

Subject proposed to be moved



Proposed location





Property to the North of the proposed location



Property to the east of the proposed location



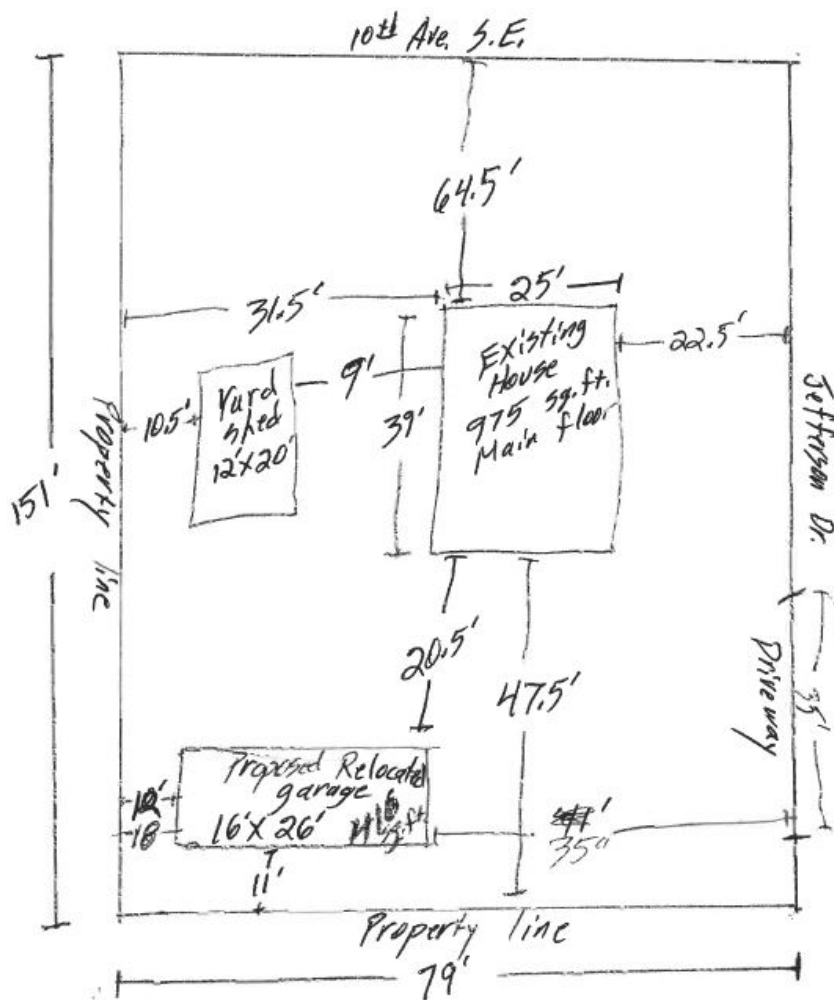
Property to the south of the proposed location



Property to the west of the proposed location



Corner Lot
1004 Jefferson Dr. 1st
North





TO: Mayor Chuck Barney
Members of the City Council

FROM: Mitch Flanagan

DATE: June 14, 2018

SUBJECT: Building relocation request to 7100 28th Ave SE (Outlot 18)

I. RECOMMENDED ACTION

It is recommended the Committee and Council approve the relocation of the single family residence, from 2708 14th Ave SW, Minot ND, 58701 also known as Outlots Sec 27-155-83 Outlot 1 W336.7' of E512.7' SWNW, to 7100 28th Ave SE, Minot, ND 58701, also known as Outlot 18 Pending approval and recording of Plat, subject to the following conditions:

1. A ten-thousand dollar completion bond must be posted with the City of Minot prior to issuance of any permits for this work.
2. An approved approach permit assigned to 7100 28th Ave SE issued by Sundre Township.
3. Application and approval of building permits for all proposed construction.
4. An approved foundation design in compliance with City of Minot building codes.
5. If required: plumbing, electrical and HVAC systems must be brought into compliance with current code requirements of the City of Minot.
6. All work at the new location must be in compliance with City of Minot building codes and zoning ordinances.
7. Provide reinforcement/blocking for attachment of railing around stairs and balcony.
8. Applicant must obtain all necessary permits, and coordinate all relocation activities with public utilities and traffic authorities.
9. The property must be provided with proper site drainage, and must be landscaped in a manner similar to surrounding properties.

II. DEPARTMENT CONTACT PERSONS

Mitch Flanagan, Building Official	857-4102
Mike Murphy, Residential Inspector	857-4102
Damon Druse, Assistant City Assessor	857-4160

III. DESCRIPTION

A. Background:

The structure to be moved is a 2 story single family home built in 2012.

IV. IMPACT:

A. Strategic Impact:

No impact.

B. Service/Delivery Impact:

No impact.

C. Fiscal Impact:

No fiscal impact.

V. ALTERNATIVES

No alternatives are applicable

VI. TIME CONSTRAINTS

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

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

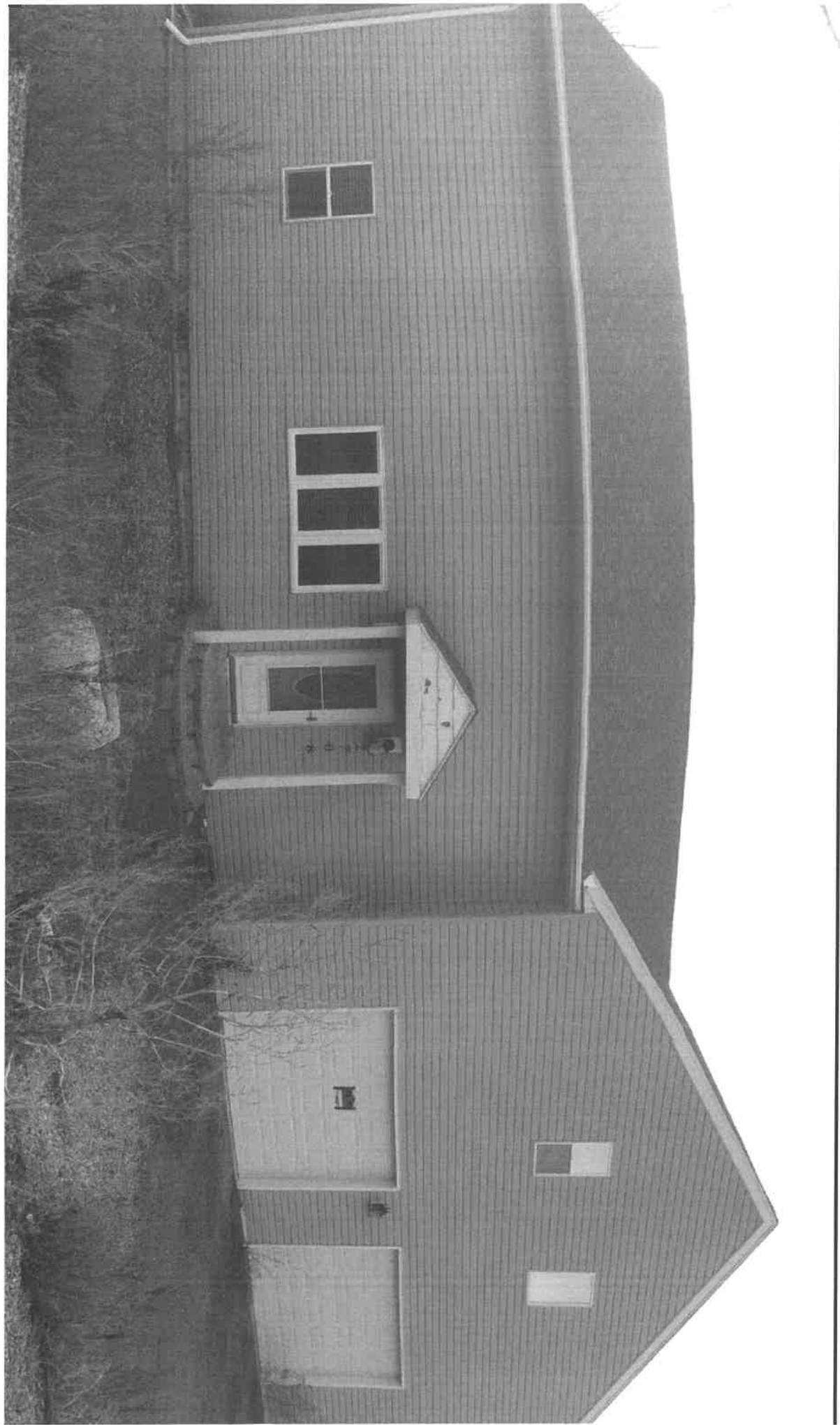
“All off-street parking spaces and all driveways on private property leading to such parking areas shall be all-weather hard surface material. Acceptable surfacing materials include asphalt, concrete, brick, cement pavers or similar materials installed and maintained according to industry standards.”

VII. LIST OF ATTACHMENTS

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

Approved for Council Agenda: _____

Date: _____



2820 72nd St SE Minot, ND

Legend

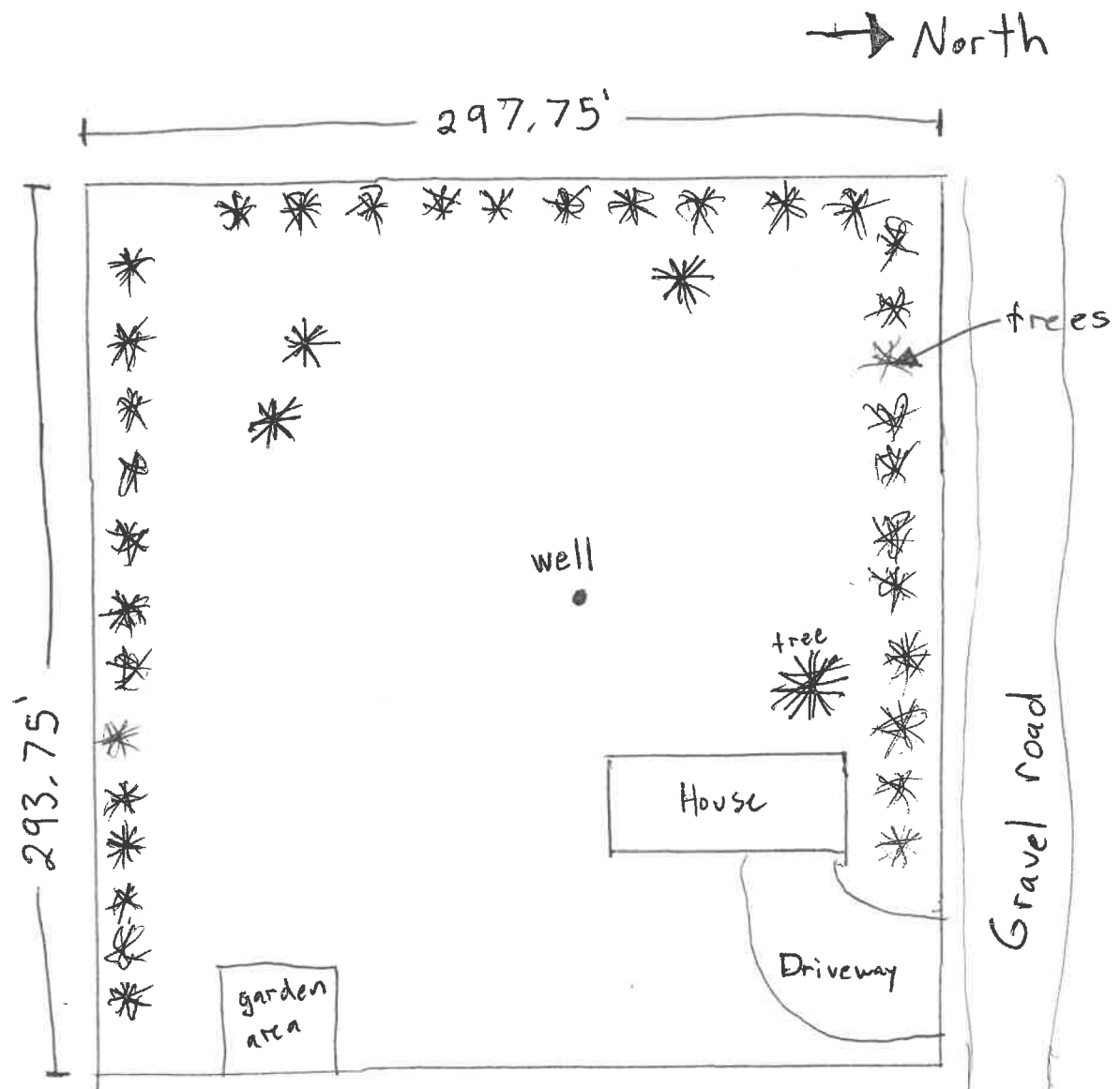


House



Google Earth

200 ft

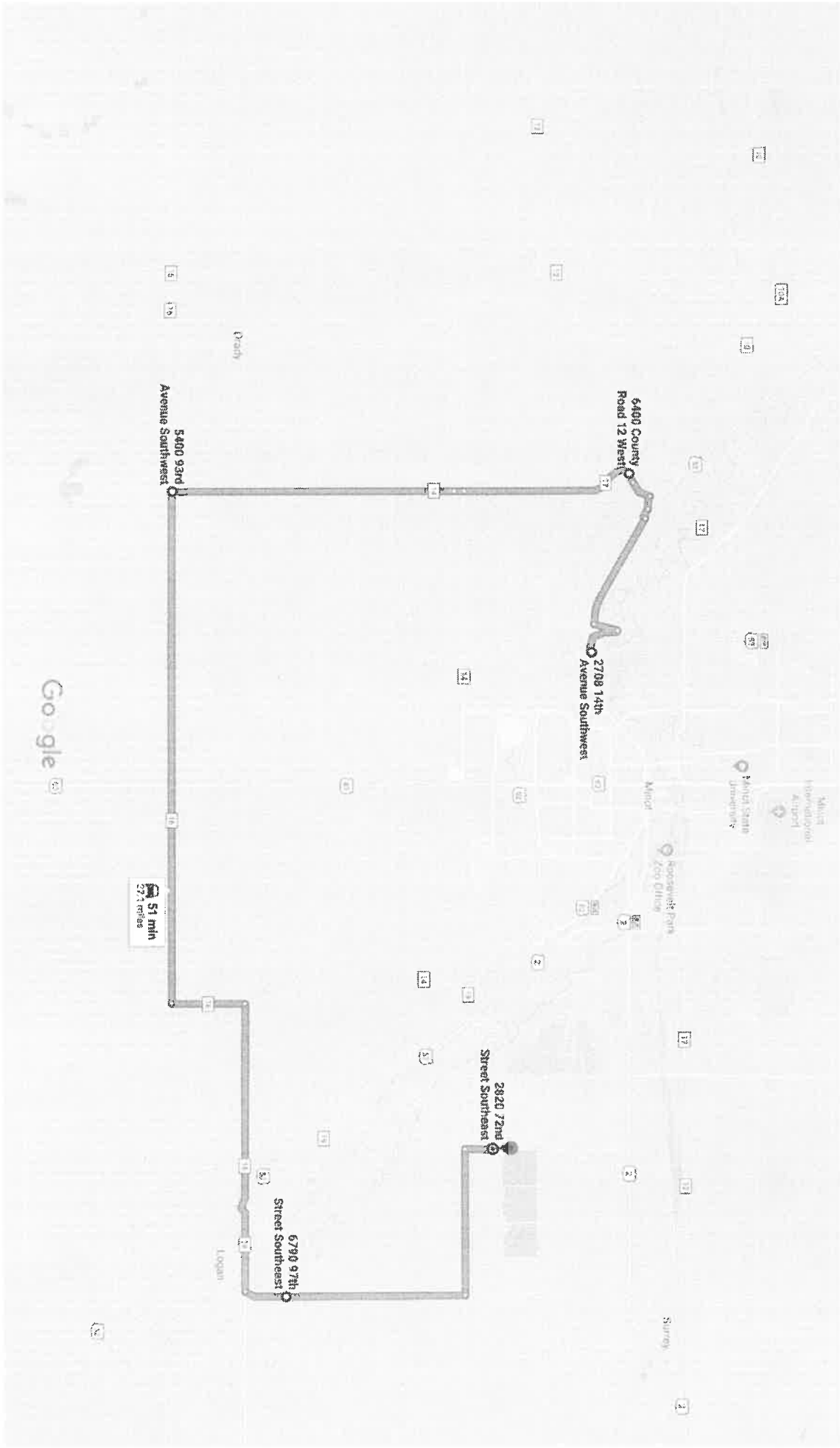


2-story House = $40' \times 28' = 1120 \text{ sq/ft}$
 Attached Garage = $33' \times 34' = 1122 \text{ sq/ft}$

Google Maps

2708 14th Ave SW, Minot, ND 58701 to 2820 72nd Street Southeast, Minot, ND

Drive 27.1 miles, 51 min



Map data ©2018 Google 1 mi

2708 14th Ave SW

Minot, ND 58701

- ↑

1. Head west on 14th Ave SW/Frontage Rd toward 28th St SW
- ➡

Continue to follow Frontage Rd

1 min (0.6 mi)

Drive along US-2 W/US-52 W

- ↶

2. Turn left onto US-83 BYP S
- ↷

3. Turn right onto US-2 W/US-52 W

3 min (2.0 mi)

0.3 mi

1.6 mi

Take 5th Ave SW/Noel Ave to County Rd 12 W

2 min (0.8 mi)

0.2 mi

- ↶

4. Turn left at 54th St
- ↑

5. Continue onto 5th Ave SW/Noel Ave
- ↶

6. Turn left onto County Rd 12 W
- ↑

7. Continue onto Co Hwy 17
- ↑

8. Continue onto County Rd 12 W
- 📍

Destination will be on the right

0.3 mi

440 ft

256 ft

6 min (3.3 mi)

6400 County Rd 12 W

Minot, ND 58701

- ↑

9. Head west on County Rd 12 W toward 62nd St SW

33 ft

- ↩

10. Turn left onto 62nd St SW

2.4 mi
- ↑

11. Continue onto Co Hwy 17

0.1 mi
- ↘

12. Merge onto 62nd St SW

3.9 mi
- ↗

13. Turn right onto 93rd Ave SW

📍

Destination will be on the right

43 ft

1.1 min (6.4 mi)

5400 93rd Ave SW
Minot, ND 58701

- ↑

14. Head east on 93rd Ave SW toward 62nd St SW

7.0 mi
- ↩

15. Turn left onto 42nd St SE

1.0 mi
- ↗

16. Turn right onto 79th Ave SE

4.0 mi
- ↩

17. Turn left onto 97th St SE

0.6 mi

2.5 min (12.5 mi)

6790 97th St SE
Minot, ND 58701

- ↑

18. Head north on 97th St SE toward 54th Ave SE

2.4 mi
- ↩

19. Turn left onto 37th Ave SE

2.0 mi

➔ 20. Turn right onto 72nd St SE

ⓘ Destination will be on the left

9 min (4.6 mi)

0.4 mi

2820 72nd St SE

Minot, ND 58701

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

City of Minot

Inspection Department

June 13, 2018

Re: Building relocation request

Dear Property Owner:

Please be advised that this office has received a request from Deven Mantz to relocate a single-family dwelling from 2708 14th Ave SW to 7100 28th Ave SE (Outlot 18 Pending approval and recoding of Plat). This property is zoned RA, Agricultural Residential District.

The Committee of the Whole will be reviewing the request on Wednesday, June 27, 2018, at 4:15 p.m. in the City Council Chambers at City Hall. A public hearing regarding the request will be held on July 2, 2018, 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,

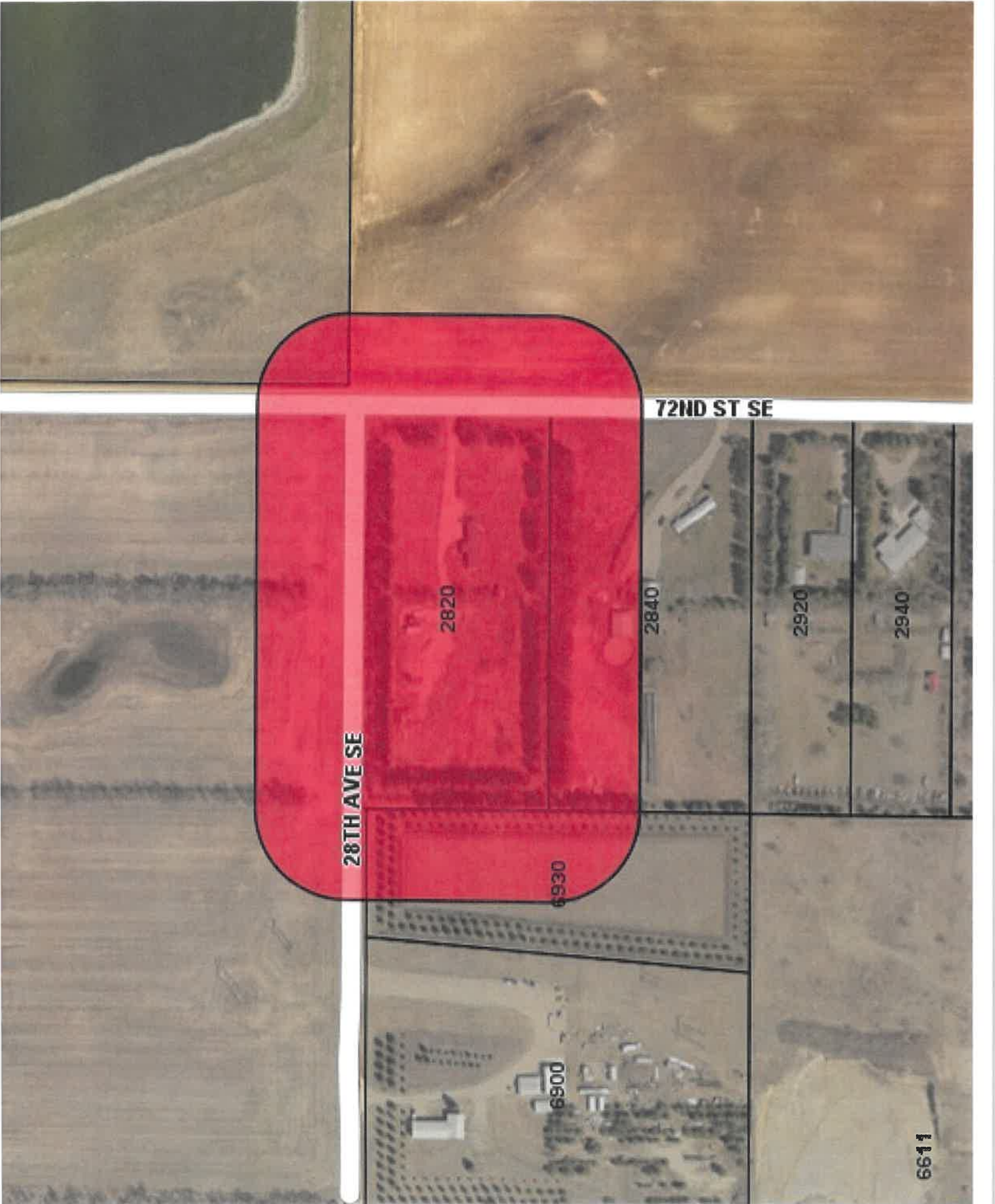


M. T. Flanagan
Building Official

Enclosures

Certified Mail

★ The Magic City ★



72ND ST SE

28TH AVE SE

2820

2840

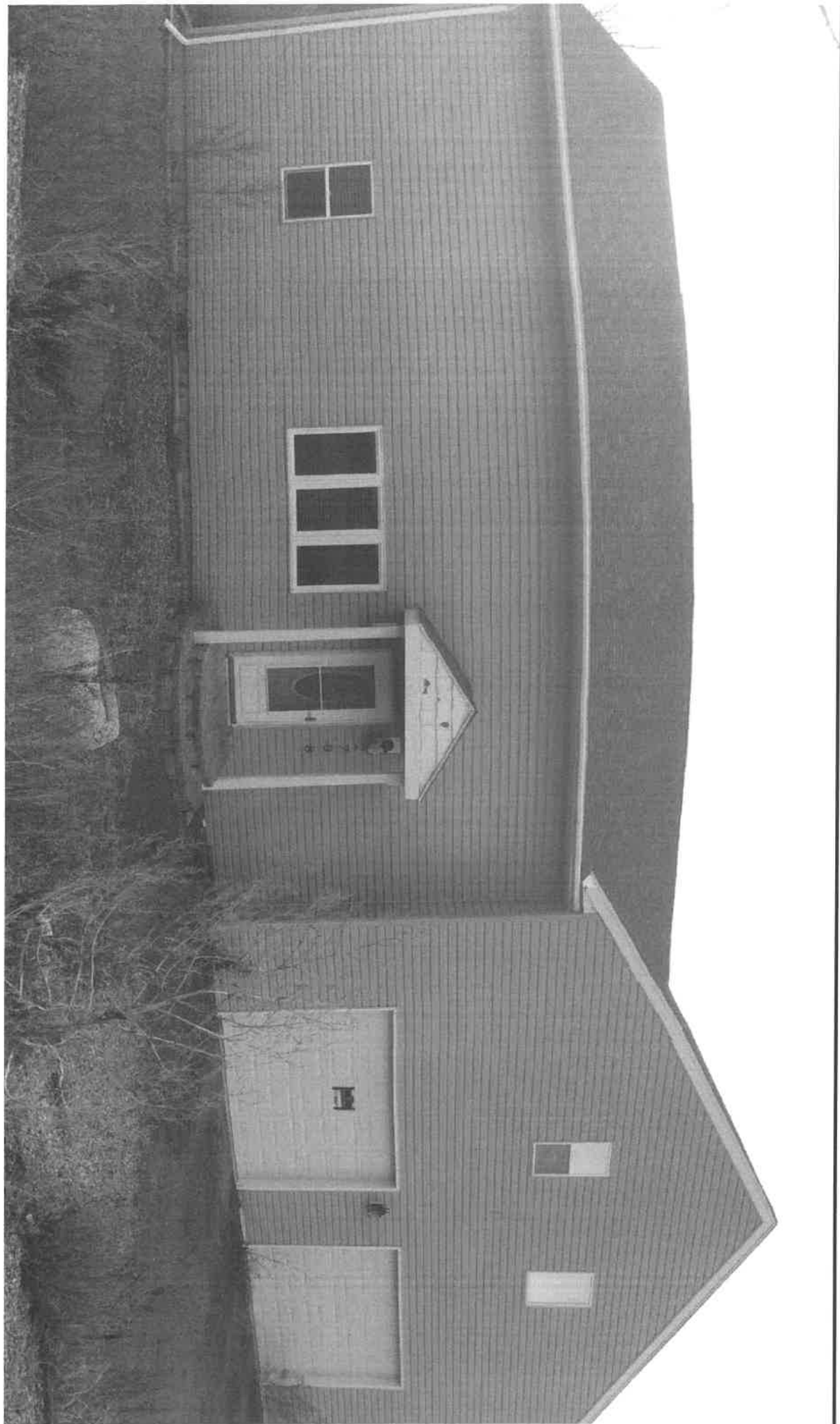
2920

2940

6930

6900

6611



2820 72nd St SE Minot, ND

Legend

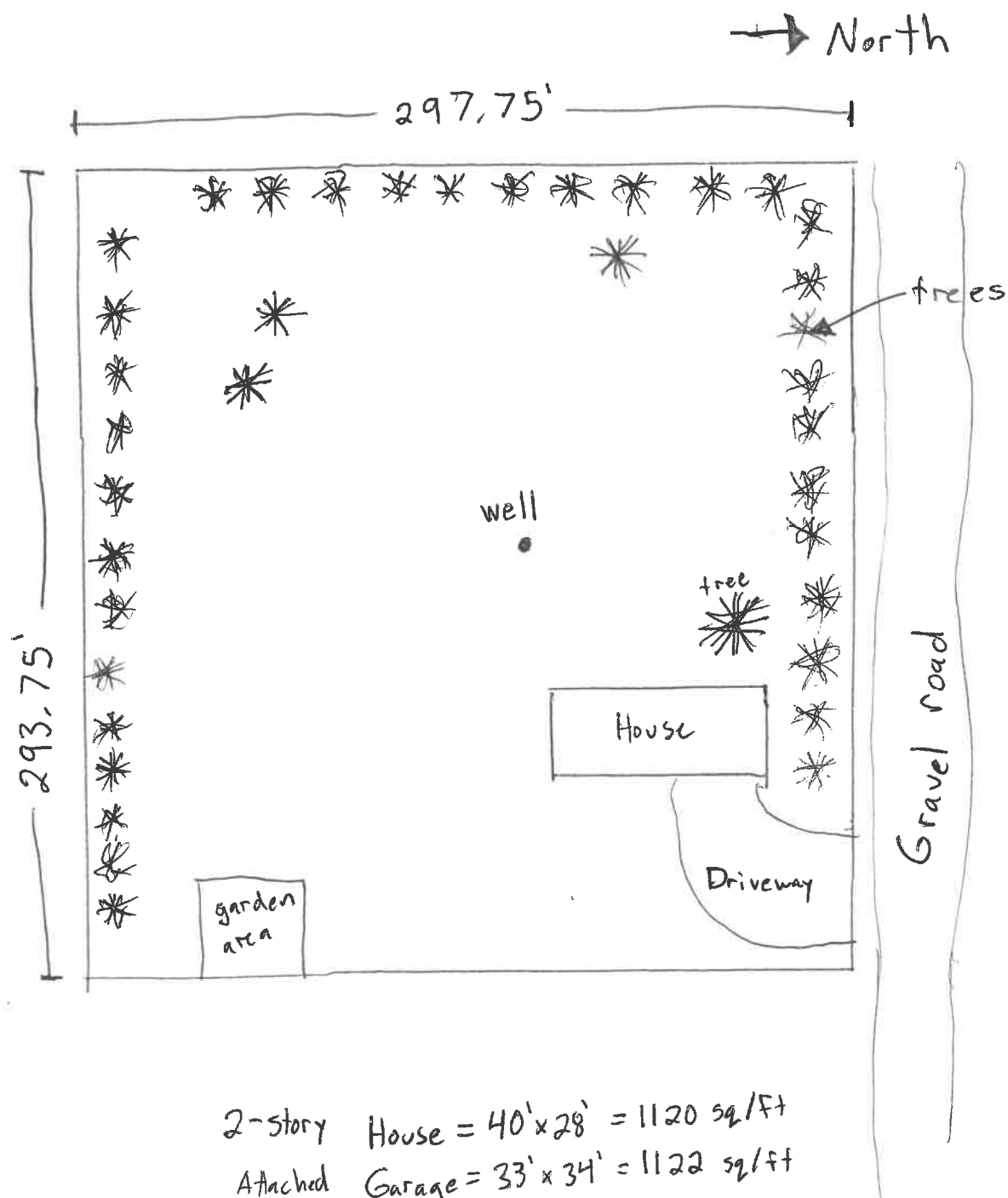


House



Google Earth

200 ft



Deven Mantz: You or your representative should appear on behalf of your request at the Committee of the Whole meeting on Wednesday June 27, 2018, at 4:15 p.m. in the City Council Chambers. The Committee of the Whole will be considering your request at that time.

NOTICE OF INTENT TO MOVE A BUILDING

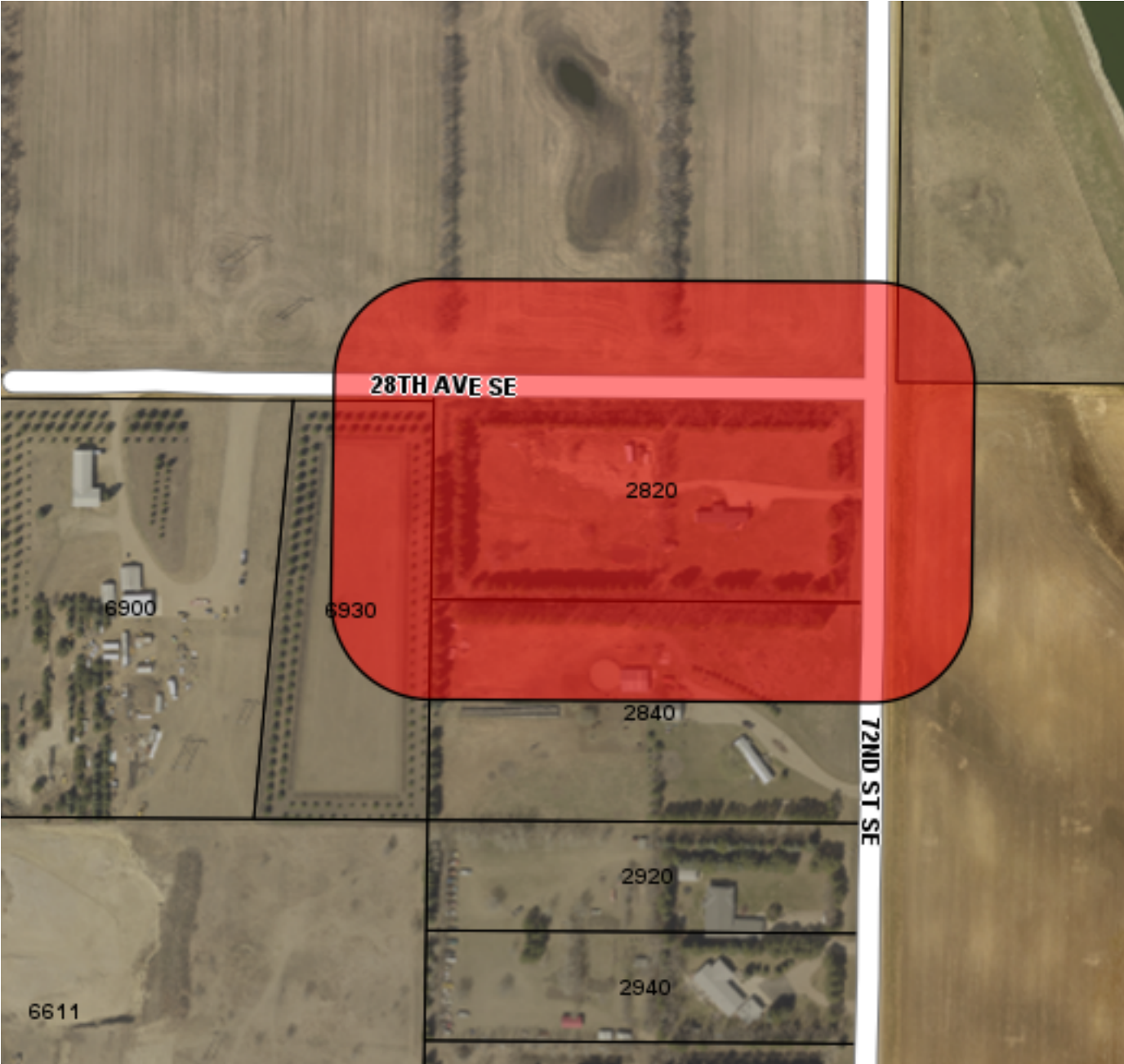
Deven Mantz, owner of a single-family dwelling, is requesting to relocate this structure from 2708 14th Ave SW to **7100 28th Ave SE** (Outlot 18 Pending Approval and Recording of Plat).

Application has been made to the City Council for a moving permit to move this structure, and a public hearing will be held on July 2, 2018, at 6:30 p.m. in City Council Chambers at City Hall (515 2nd Avenue SW).

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

Publish Legal Ad: June 17, 2018
 June 23, 2018
 June 30, 2018

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





BUILDING RELOCATION INSPECTION CHECKLIST

1025 31st Street SE Minot, ND 58701, Phone: 701-857-4102

PROPERTY LOCATION:

PROJECT NAME:

EXTERIOR:

1. Are there signs of roof, foundation, wall and structural support failure?
2. What is the current condition of shingles and roof vents?
3. Current condition of windows, fascia, and trim?
4. Current condition of siding, need repair, replacement, or paint?

INTERIOR:

1. Are windows in all sleeping rooms egress type (820 Sq. In. Net openable area)?
2. Are smoke detectors installed and in correct location?
3. What is the size and condition of floor supports?
4. Does the building have fuses or circuit breakers and what size is the electrical panel?
5. What is the type and current condition of wiring?
6. What is the type and current condition of HVAC?

COMMENTS:

INSPECTOR'S SIGNATURE: _____

DATE: _____

City of Minot

Assessor's Office

DATE: June 1, 2018

TO: Tom Barry, City Manager

FROM: Damon Druse, Asst City Assessor

SUBJECT: Application from Deven Mantz to move a single family structure from Outlots-Sec 27-155-83 Outlot 1 W336.7' of E512.7' in SWNW also known as 2708 14th Ave SW Minot, ND to Sec 34-155-82 Outlot 18(waiting final approval from City Council) of NESE also known as 7100 28th Ave SE Minot, ND.

DESCRIPTION

The structure to be moved is a 2 story single family home built in 2012 for approximately 2,983 square feet above ground. The structure has 4 bedrooms, 2 bathrooms, living room, family room, kitchen with dining area. The structure has an asphalt shingled roof and vinyl siding. The single family has a boiler for hot water baseboard radiant heat. The exterior and interior of the structure are in above average overall condition since the structure was built in 2012. According to information from the City of Minot Building Official, the structure will be placed on a basement foundation at the proposed relocation site. The proposed moving location is a level vacant lot zoned RA(Residential Ag). The proposed moving location has been approved at the Planning meeting and on first reading at the City Council level. Final approval on the request should happen within the next few months.

RECOMMENDATION

The proposed site for relocation consists a mixture of single family rural properties and farm land. The immediate area consists of manufactured homes, 1 story and a newer bi-level single family homes.

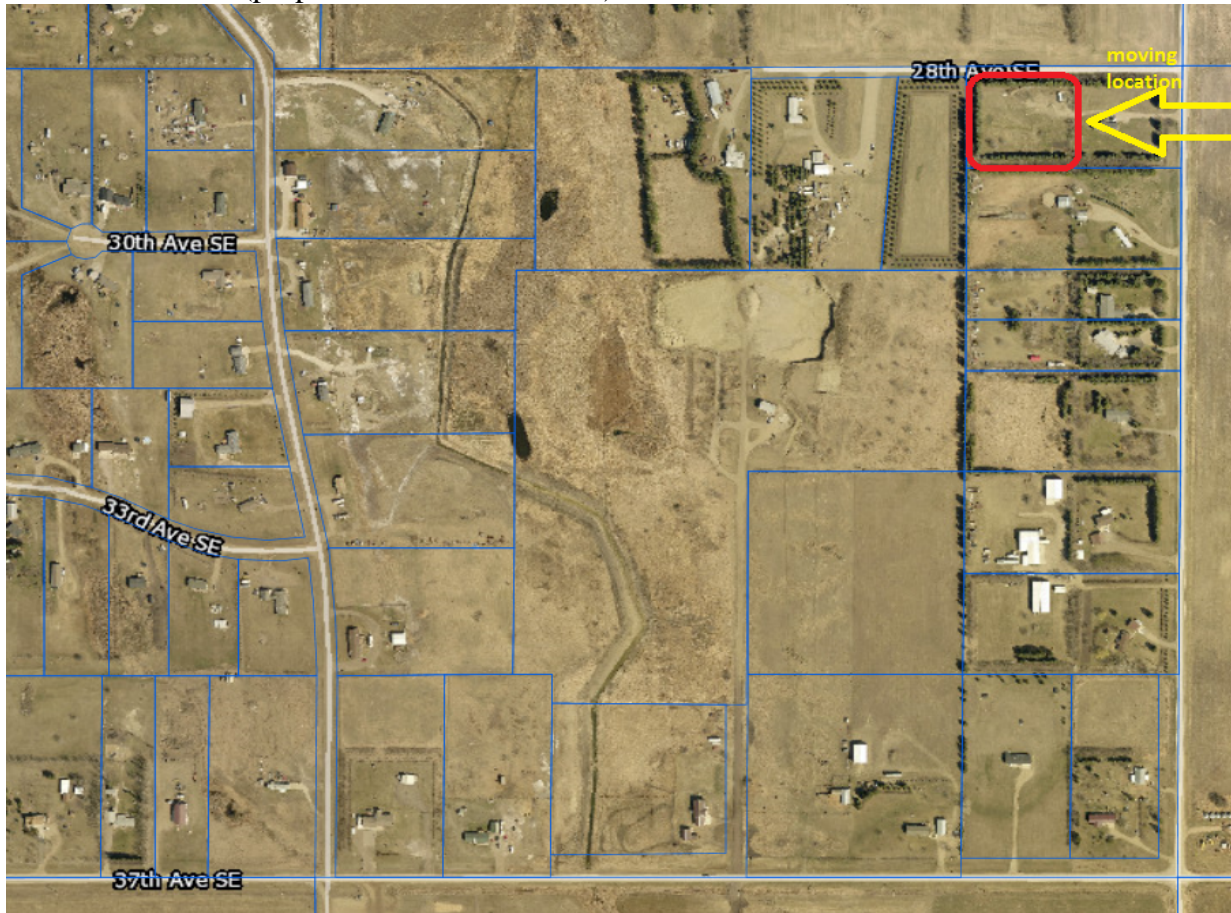
It is the opinion of the assessors' office that this structure is compatible with the area based on the style of structures located in the immediate area.

The structure would meet 60% of its replacement cost, as per Sec 9-47(b) (c) of the Minot Code of Ordinances. The Building Official for the City of Minot has stated the home will be placed on a basement foundation.

Subject:



7100 28th Ave SE (proposed site for relocation)



6900 28th Ave SE (west of proposed moving location):



2820 72nd St SE (east of proposed moving location):



2840 72nd St SE (south of proposed moving location):





TO: Mayor Shaun Sipma
Members of the City Council

FROM: Penny Johnson, City Treasurer

DATE: June 15, 2018

SUBJECT: SPECIAL ASSESSMENT APPROVAL; SIDEWALK REPAIR (4245)

I. RECOMMENDED ACTION

1. Recommend approval of the assessment roll for Sidewalk Repair project 4245.

II. DEPARTMENT CONTACT PERSONS

Penny Johnson, City Treasurer	857-4771
Lance Meyer, City Engineer	857-4100

III. DESCRIPTION

A. Background

Sidewalk repair project #4245 was approved by City Council on August 2, 2017 and completed in November 2017.

IV. IMPACT:

A. Strategic Impact:

North Dakota Century Code chapter 40-29 gives the City the authority to construct, rebuild or repair sidewalks upon property owner's non-compliance and to assess the cost of doing so against the parcels benefitted.

B. Service/Delivery Impact:

Provides for consistent, safe sidewalks throughout the City of Minot.

C. Fiscal Impact:

This project was funded with cash reserves. Timely collection of the assessments will keep sidewalk cash reserves available for future use.

ALTERNATIVES

Alt one. The Council could deny approval of the assessment roll for Sidewalk 4245. This amount would reduce available funds for future sidewalk repair.

V. TIME CONSTRAINTS

Council's approval of the assessment roll will allow staff to move forward with processing the loans resulting in inclusion in the annual certification to Ward County for collection.

VI. LIST OF ATTACHMENTS

- A. Sidewalk Repair 2017 List

2017 Sidewalk Repairs Project 4245

Work approved by CC 8/02/17

Parcel	Property Address	Legal	Property Owner	Total Cost
MI01D140200050	6 Mulberry Loop NE	Stonebridge Farms 4th Addition Lot 5 Block 2	Michael & Ermelyn Scott	\$ 2,029.33
MI01D140200290	42 Mulberry Loop NE	Stonebridge Farms 4th Addition Lot 29 Block 2	Carl E III & Dominique M Snedeker	946.57
MI01D140200300	38 Mulberry Loop NE	Stonebridge Farms 4th Addition Lot 30 Block 2	Ernest & Rowena Powers	1,104.93
MI131510100010	531 6th St NE	Hendrecksons First Addition Lot 1 Block 1	Dean & Judith Hammer	4,996.55
MI131510100020	525 6th St NE	Hendrecksons First Addition Lot 2 Block 1	Nicole Juanita Borud	2,225.72
MI131540200070	823 9th Ave NE	Hendrecksons Third Addition Lot 7 Block 2	Dale L & Betty L Nordstrom	939.98
MI132850000012	526 7th St NE	Hestikinds S/D Lot 1 Block 1 Oens Addition W 75' Lot 1	Kenneth Knutson	3,754.56
MI132850000030	520 7th St NE	Hestikinds S/D Lot 1 Block 1 Oens Addition Lot 3	Robert Smith & Elizabeth Weber	2,864.85
MI132860200010	527 7th St NE	S/D Blocks 2 & 3 Oens Addition Lot 1 Block 2	Michael D Boucher	678.77
MI132860300013	705 6th Ave NE	S/D Blocks 2 & 3 Oens Addition W 49 of E 97 Lot 1 Block 3	Arlene E Berdahl (Life Estate)	1,085.13
MI133520200010	822 10th St NE	Roachs Third Addition Lot 1 Block 2	Jordan L Semmen	2,237.52
MI133520300010	718 10th St NE	Roachs Third Addition Lot 1 Block 3	Brett L Holtz & Tricia J Messer	438.64
MI133520400040	622 10th St NE	Roachs Third Addition Lot 4 Block 4	Janice Gray	886.72
MI133900100010	820 6th St NE	Stotlars First Addition Lot 1 Block 1	Emerson C Olson	472.02
MI240720600080	231 8th St SE	Eastwood Park Addition Lot 8 Block 6	David & Kathleen Jo Myers	1,394.30
MI240720800060	821 1st Ave SE	Eastwood Park Addition Lot 6 Block 8	Jessica & Eric Thor Nelson	1,080.53
MI35B180000010	1500 37th Ave SW	Prairie Green 18th Addition Lot 1	FNBTW2 LLC	7,713.23
				<u>\$ 34,849.35</u>



TO: Mayor Shaun Sipma
Members of the City Council

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

DATE: 6/19/2018

SUBJECT: PAVING DISTRICT 498 FINAL PAYMENT (4288)

I. RECOMMENDED ACTION

1. Recommend approval of the final pay request by Blue Stone Construction Inc. in the amount of \$56,318.69.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer	857-4100
David Wicke, Assistant City Engineer	857-4100

III. DESCRIPTION

A. Background

This improvement district is a petitioned project brought forth by the Nedrose School District. The street improvements are located on 15th Ave SE, east of 55th St SE. A total of approximately 1100 linear feet of road.

B. Proposed Project

The proposed improvements would include constructing a three lane urban road section per city of Minot specifications with turn lanes on 55th St SE.

C. Consultant Selection

Nedrose School District requested Ackerman Estvold to provide engineering services on this paving district.

IV. IMPACT:

A. Strategic Impact:

An urbanized street will support the school and commercial development on the east side of 55th St SE.

B. Service/Delivery Impact:

N/A

C. Fiscal Impact:

Refunding improvement bonds are the revenue source for this project. The city's fire station 4 is included in this district and the city will pay its share of the assessment district cost. The final construction cost of the project is \$614,811.88.

V. ALTERNATIVES

Alt 1. N/A

VI. TIME CONSTRAINTS

Council must approve final payment so the district can be certified this year.

VII. LIST OF ATTACHMENTS

A. Final Pay Application

Doc. 4288 final

Contractor's Application for Payment # 4 - FINAL

OFFICE. - 1208 FINE	Application Period: December 11, 2017 - June 18, 2018	Application Date: June 19, 2018
To: (Owner) City of Minot	From (Contractor): Blue Stone Construction, Inc.	Via (Engineer): Ackerman-Estevold Engineering
Project: Paving District 498 - 15th Ave. SE	Address: Box 2129, Minot ND 58702	Contract Date: 9-11-2017
City Project No.: 4288	Contractor's Project No.:	Engineer's Project No.: 17043

Approved Change Orders		
Number	Additions	Deductions
1	\$2,817.00	
Totals	\$2,817.00	\$0.00
Net change by change orders		\$2,817.00

1. Original Contract Price		\$642,060.50
2. Net change by change orders		\$2,817.00
3. Current contract price (Line 1 + Line 2)		\$644,877.50
4. Total completed and stored to date (Progress estimate statement & stored materials)		\$614,811.88
5. Retainage		
a. Work Completed (see attached)	0% X	\$614,811.88
b. Liquidated Damages (\$1,100/Day)	0 Days X	\$0.00
c. Total Retainage (Line 5a + Line 5b)		\$0.00
6. Amount eligible to date (Line 4 - Line 5c)		\$614,811.88
7. Less previous payments (Line 6 from prior application)		\$558,493.19
8. Amount due this application		\$56,318.69

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

6/25/20

(Line 8 or other - attach explanation of other amount)

is recommend by:

(Engineer)

2010

(Line 8 or other - attach explanation of other amount)

is approved by:

(Owner)

Approved by:

Funding Agency (if applicable)

3y: _____ Date: _____

6-19-2018

Contractor's Application for Payment

RECEIVED JUN 19 2018

STATEMENT
CONTRACTORS PROGRESSIVE ESTIMATE # 4 - FINAL
Paving District # 498 - City # 4288
City of Minot, North Dakota

Contractor: Blue Stone Construction, Inc.
Application Period: December 11, 2017 - June 18, 2018

AE # 17043

Item No.	Description	Quantity	Unit	Unit Price	Current Quantity	Total Quantity To Date	Total Amount
1	General Conditions & Mobilization	1	LS	\$ 35,000.00		1.0	\$35,000.00
2	Traffic Control	1	LS	\$ 4,400.00		1.0	\$4,400.00
3	Erosion Control	1	LS	\$ 3,100.00	0.5	1.0	\$3,100.00
4	Material Testing	1	LS	\$ 5,000.00		1.0	\$5,000.00
5	Strip & Stockpile Topsoil	50	CY	\$ 5.00		650.0	\$3,250.00
6	Common Excavation	200	CY	\$ 5.00		200.0	\$1,000.00
7	Full Depth Saw Cut Pavement	2,000	LF	\$ 2.00		1,794.0	\$3,588.00
8	Remove Asphalt Pavement	850	SY	\$ 8.00		850.0	\$6,800.00
9	Remove & Relocate Signs	5	EA	\$ 165.00		5.0	\$825.00
10	Type 1 Curb & Gutter	2,050	LF	\$ 25.00		2,160.5	\$54,012.50
11	Subgrade Preparation	6,500	SY	\$ 2.00	763.2	5,477.7	\$10,955.40
12	Type R1 Geotextile Fabric	6,500	SY	\$ 1.80	763.2	5,477.7	\$9,859.86
13	CL5 Aggregate	6,600	Tons	\$ 16.80	108.58	3,828.06	\$64,311.41
14	5" FAA 42 Hot Bituminous Pavement	1,900	Tons	\$ 83.00		1,895.91	\$157,360.53
15	4" Concrete Pavement - Sidewalk	900	SY	\$ 50.00	252.8	912.9	\$45,645.00
16	6" Concrete Approach	240	SY	\$ 70.00		305.4	\$21,378.00
17	Truncated Dome Panel	120	SF	\$ 55.00	72.0	104.0	\$5,720.00
18	Pavement Marking, Painted-4" Line	6,600	LF	\$ 0.55		6,509.0	\$3,579.95
19	Pavement Marking, Painted-6" Line	300	LF	\$ 0.75		241.0	\$180.75
20	Pavement Marking, Painted-8" Line	250	LF	\$ 0.75		250.0	\$187.50
21	Pavement Marking, Painted-24" Line	220	LF	\$ 6.60		249.0	\$1,643.40
22	Pavement Marking, Painted-Message	8	EA	\$ 55.00		8.0	\$440.00
23	Type R1-1, 30" Stop Sign & Post	2	EA	\$ 269.00		2.0	\$538.00
24	Type W11-2, 30"x30" Pedestrian w/W16-2P, 24"x12" 250 Feet, & Post	2	EA	\$ 326.00		2.0	\$652.00
25	Type W11-2, 30"x30" Pedestrian w/W16-2P, 24"x12" Arrow, & Post	2	EA	\$ 326.00		2.0	\$652.00
26	Import Fill	1,500	CY	\$ 16.00		2,500.0	\$40,000.00
27	Re-Spread Topsoil	50	CY	\$ 6.00		650.0	\$3,900.00
28	Import & Spread Topsoil	600	CY	\$ 22.00		500.0	\$11,000.00
29	Seeding/Restoration	1	LS	\$ 5,400.00	0.75	1.00	\$5,400.00
30	Catch Basin Manhole Frame and Cover, Includes All Items Needed to Bring Casting to Finished Grade	3	EA	\$ 2,200.00		3.0	\$6,600.00
31	Manhole Frame & Cover, Includes All Items Needed to Bring Casting to Finished Grade	2	EA	\$ 1,500.00		2.0	\$3,000.00
32	Neenah R-3295 Catch Basin Frame & Cover, Includes All Items Needed to Bring Casting to Finished Grade (CBMH-8, CB-9A)	2	EA	\$ 2,000.00		3.0	\$6,000.00
33	Adjust Gate Valve	7	EA	\$ 300.00		9.0	\$2,700.00
34	6" PVC Underdrain	2,025	LF	\$ 12.00		1,899.0	\$22,788.00
35	CL2 Aggregate	340	Ton	\$ 38.00		173.47	\$6,591.86
36	Type S1 Geotextile Fabric	1,400	SY	\$ 1.80		1,400.0	\$2,520.00
37	Connect Underdrain to Structure	6	EA	\$ 300.00		6.0	\$1,800.00
38	Type C Light Poles & Fixtures	5	EA	\$ 3,980.00		5.0	\$19,900.00
39	240+EGC Circuitry	1,350	LF	\$ 3.45		1,356.0	\$4,678.20
40	2" Conduit	120	LF	\$ 15.50		143.0	\$2,216.50
41	Pull Box	1	EA	\$ 990.00		1.0	\$990.00
42	Trenching	1,150	LF	\$ 3.69		1,118.0	\$4,125.42
43	New Type III Feedpoint	1	EA	\$ 9,383.00		1.0	\$9,383.00
44	Spare Type C Pole	1	EA	\$ 2,050.00		1.0	\$2,050.00
45	Spare Type C Luminaire	1	EA	\$ 815.00		1.0	\$815.00
46	Type III Barricade, R11-2, 48"x30" Road Closed	2	EA	\$ 820.00		2.0	\$1,640.00
47	Remove Concrete Sidewalk	250	SY	\$ 8.00		222.2	\$1,777.60
48	Remove 24" Culvert and End Sections	1	LS	\$ 400.00		1.0	\$400.00
49	24" RCP Storm Sewer	100	LF	\$ 105.00		88.0	\$9,240.00
50	24" Flared End Section	2	EA	\$ 1,200.00		2.0	\$2,400.00
CO 1	Pavement Marking Obliteration	939	LF	\$ 3.00		939.0	\$2,817.00
TOTAL COMPLETED TO DATE							\$614,811.88

Engineer: Ackerman-Estvoid Engineering
Minot, North Dakota



TO: Mayor Shaun Sipma
Members of the City Council

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

DATE: 6/15/2018

SUBJECT: STORM SEWER DISTRICT 122 FINAL PAYMENT (4197)

I. RECOMMENDED ACTION

1. Recommend approval of the final pay request by Tom's Backhoe Service in the amount of \$112,059.90

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer	857-4100
David Wicke, Assistant City Engineer	857-4100

III. DESCRIPTION

A. Background

This storm sewer district was created in 2017 to address the drainage concerns along the 18th Avenue SW corridor. The council chose a scaled down version of the project to lessen the cost impacts to property owners benefitting in the district.

B. Proposed Project

The project installed a trunk storm sewer line along 18th Avenue SW to intercept storm water flows and reduce street flooding along the corridor. The project also replaced old sections of watermain and replaced the street section along 18th Avenue. Only the storm sewer and street replacement costs associated with that work will be special assessed. The other costs will be paid by the watermain utility and street improvement fund.

C. Consultant Selection

Ackerman-Estvold was selected by RFQ to perform the engineering services.

IV. IMPACT:

A. Strategic Impact:

This project was created to address street flooding issues along this corridor.

B. Service/Delivery Impact:

The infrastructure that was installed will replace aging watermain, a failing street section, and promote adequate drainage.

C. Fiscal Impact:

The project was funded with multiple funding sources. The watermain improvements were paid for with watermain replacement funds. The street improvements were paid for with street improvement funds. The storm sewer was paid for with 50% storm sewer development funds and 50% special assessments.

Project Costs

The final improvement costs are as follows:

Watermain Improvements: \$164,819.43

Street Improvements: \$154,086.56

Storm Sewer Improvements: \$714,668.23

Final Construction Cost: \$1,033,574.22

V. ALTERNATIVES

N/A

VI. TIME CONSTRAINTS

Council must approve final payment so the district can be certified this year.

VII. LIST OF ATTACHMENTS

A. Final Payment Application

APPROVED

By: 

APR 14 01:00/00/11 65/03/SL

DEC 31 4197 Final

To: (Owner) City of Minot

Project: Storm Sewer District 122 - 18th Ave. SW

City Project No.: 4197

Application for Payment Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
1	\$13,283.21	
2	\$2,960.28	
3	\$25,636.00	
4	\$8,311.00	
5	\$10,852.84	
6	\$12,661.67	
7	\$9,124.50	
Totals		\$0.00
Net change by change orders		\$82,829.50

Contractor's Certification

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

By:



Date:

6-12-18

Contractor's Application for Payment # 6 - FINAL

Application Period: November 28, 2017 - June 4, 2018	Application Date: June 12, 2018
From (Contractor): Tom's Backhoe Service Inc.	Via (Engineer): Ackerman-Estevold Engineering
Address: 323 Woodland Hills Lane, Brainerd, MN 56401	Contract Date: 7-5-2017
Contractor's Project No.: 16040	

1. Original Contract Price	\$967,242.30
2. Net change by change orders	\$82,829.50
3. Current contract price (Line 1 + Line 2)	\$1,050,071.80
4. Total completed and stored to date (Progress estimate statement & stored materials)	\$1,033,574.22
5. Retainage	
a. Work Completed (see attached)	0% X \$1,033,574.22 \$0.00
b. Liquidated Damages (\$1,100/Day)	50 Days X \$1,100.00 \$55,000.00
c. Total Retainage (Line 5a + Line 5b)	\$55,000.00
6. Amount eligible to date (Line 4 - Line 5c)	\$978,574.22
7. Less previous payments (Line 6 from prior application)	\$866,514.32
8. Amount due this application	\$112,059.90

Payment of:

\$ 112,059.90

(Line 8 or other - attach explanation of other amount)

is recommend by:


(Engineer)

Payment of:

\$ 112,059.90

(Line 8 or other - attach explanation of other amount)

is approved by:


(Owner)

Approved by:

Funding Agency (if applicable)

(Date)

STATEMENT
CONTRACTORS PROGRESSIVE ESTIMATE # 6 - Final
Storm Sewer District #122 - City # 4197
City of Minot, North Dakota

Contractor: Tom's Backhoe Service Inc.
Application Period: November 28, 2017 - June 4, 2018

AE # 16040

Item No.	Description	Quantity	Unit	Unit Price	Current Quantity	Total Quantity To Date	Total Amount
1	General Conditions	1	LS	\$ 16,000.00		1.0	\$16,000.00
2	Mobilization	1	LS	\$ 15,000.00		1.0	\$15,000.00
3	Traffic Control	1	LS	\$ 3,300.00	0.10	1.0	\$3,300.00
4	Erosion Control	1	LS	\$ 1,500.00	0.1	1.0	\$1,500.00
5	Material Testing	1	LS	\$ 8,000.00	0.1	1.0	\$8,000.00
6	Remove 12" RCP Pipe	210	LF	\$ 5.00		145.0	\$725.00
7	Remove 24" RCP Pipe	90	LF	\$ 6.00			\$0.00
8	Remove 48" RCP Pipe	365	LF	\$ 8.00		369.0	\$2,952.00
9	Remove Existing Manhole (all sizes)	2	EA	\$ 250.00		2.0	\$500.00
10	Remove Existing Catch Basin (all sizes)	10	EA	\$ 200.00		10.0	\$2,000.00
11	15" RCP Storm Sewer	250	LF	\$ 31.00		251.0	\$7,781.00
12	18" RCP Storm Sewer	310	LF	\$ 34.00		280.0	\$9,520.00
13	24" RCP Storm Sewer	120	LF	\$ 44.00		116.0	\$5,104.00
14	30" RCP Storm Sewer	70	LF	\$ 70.00		68.0	\$4,760.00
15	48" RCP Storm Sewer	1,280	LF	\$ 125.00		1,280.0	\$160,000.00
16	20 LF Slotted Drain	1	EA	\$ 4,500.00		1.0	\$4,500.00
17	24" x 36" Catch Basin	10	EA	\$ 1,800.00		10.0	\$18,000.00
18	24" x 72" Catch Basin (NDDOT Type II)	7	EA	\$ 3,400.00		7.0	\$23,800.00
19	48" Catch Basin Manhole	4	EA	\$ 1,800.00		4.0	\$7,200.00
20	60" Catch Basin Manhole	2	EA	\$ 3,800.00		2.0	\$7,600.00
21	84" Storm Manhole	4	EA	\$ 6,800.00		5.0	\$34,000.00
22	84" Catch Basin Manhole	4	EA	\$ 7,200.00		4.0	\$28,800.00
23	6" Clean Out, Bend, and 15 feet PVC Pipe	1	LS	\$ 500.00		1.0	\$500.00
24	Adjust Sanitary Manhole	7	EA	\$ 150.00	6.0	7.0	\$1,050.00
25	Adjust Gate Valve	14	EA	\$ 125.00	5.0	14.0	\$1,750.00
26	Remove Water Main (all sizes)	810	LF	\$ 5.00		640.0	\$3,200.00
27	Remove Gate Valve (all sizes)	5	EA	\$ 100.00		7.0	\$700.00
28	Remove and Replace Water Service	7	EA	\$ 1,500.00		12.0	\$18,000.00
29	Remove and Replace Fire Hydrant	1	EA	\$ 4,600.00		1.0	\$4,600.00
30	Temporary Water Service - 18th Ave	1	LS	\$ 600.00		1.0	\$600.00
31	Temporary Water Service - 4th Street	1	LS	\$ 600.00		1.0	\$600.00
32	6" PVC Water Main (C900)	30	LF	\$ 50.00		24.0	\$1,200.00
33	8" PVC Water Main (C900)	780	LF	\$ 51.00		806.0	\$41,106.00
34	Connect to Existing Water Main	6	EA	\$ 500.00		12.0	\$6,000.00
35	6" Gate Valve	1	EA	\$ 1,400.00		1.0	\$1,400.00
36	8" Gate Valve	4	EA	\$ 1,850.00		6.0	\$11,100.00
37	8" DI Cross	1	EA	\$ 675.00		1.0	\$675.00
38	6" x 8" DI Tee	1	EA	\$ 475.00		4.0	\$1,900.00
39	Hydrant Extension	2	EA	\$ 800.00			\$0.00
40	Polystyrene Insulation Board	500	Bdft	\$ 2.00		1,280.0	\$2,560.00
41	Exploratory Excavation (Water Main Verification)	1	LS	\$ 600.00		1.0	\$600.00
42	Clearing and Grubbing (Water Service Installation)	1	LS	\$ 300.00		1.0	\$300.00
43	Topsoil Import	100	CY	\$ 20.00			\$0.00
44	Remove and Relocate Street Sign	10	EA	\$ 145.00		8.0	\$1,160.00
45	Sawcut Asphalt - Full Depth	2000	LF	\$ 3.00		2,060.0	\$6,180.00
46	Sawcut Concrete Curb	40	LF	\$ 5.00		52.0	\$260.00
47	Remove Concrete Pavement	125	SY	\$ 7.00		163.1	\$1,141.70
48	Remove and Replace Curb and Gutter	2025	LF	\$ 30.00		2,008.8	\$60,264.00
49	Remove Asphalt	6,200	SY	\$ 2.00		7,171.7	\$14,343.40
50	Subgrade Preparation	7,800	SY	\$ 2.50		6,428.2	\$16,070.50
51	Type R1 Geotextile Fabric	7,800	SY	\$ 2.00		6,428.2	\$12,856.40
52	Class 5 Aggregate Base	5,500	Tons	\$ 22.00	315.76	5,473.72	\$120,421.84
53	HBP Leveling Course	250	Ton	\$ 90.00			\$0.00
54	HBP Patching - 2" HBP w/ PG 58-28 Oil	650	SY	\$ 36.00	159.0	500.7	\$18,025.20
55	2" Mill and Overlay - HBP w/ PG 58-28 Oil	7100	SY	\$ 9.00	1864.6	6,928.7	\$62,358.30
56	4" HBP w/ PG 58-28 Oil (two 2" lifts)	1,400	Tons	\$ 80.00	450.52	1,562.90	\$125,032.00
57	4" Concrete Sidewalk	250	SY	\$ 60.00		259.8	\$15,588.00
58	Detectable Warning Panels	350	SF	\$ 40.00		296.0	\$11,840.00
59	6" Unreinforced Concrete Approach	125	SY	\$ 85.00		163.1	\$13,863.50
60	4" Epoxy Pavement Striping	700	LF	\$ 0.51	522.0	522.0	\$266.22
61	6" Epoxy Pavement Striping	250	LF	\$ 6.88	165.0	165.0	\$1,135.20
62	24" Epoxy Pavement Striping	130	LF	\$ 28.55	66.0	66.0	\$1,884.30
63	Preformed Marking-Messgae - Arrow	32	SF	\$ 89.65	32.0	32.0	\$2,868.80
64	Import Topsoil	100	CY	\$ 20.00		100.0	\$2,000.00
65	Seeding and Restoration	1	LS	\$ 3,000.00	1.0	1.0	\$3,000.00
66	Remove Valley Gutter	205	SY	\$ 15.00		139.1	\$2,086.50
67	Proposed Valley Gutter	130	SY	\$ 85.00		139.1	\$11,823.50
CO 1	9th Street Franchise Utility Additional Work	1	LS	\$ 1,500.00		1.0	\$1,500.00
CO 2	Coupler from Hymax to Romac	18	EA	\$ 164.46		12.0	\$1,973.52
CO 3	Material Testing	0.1	LS	\$ 8,000.00		0.1	\$800.00
CO 3	Sawcut Asphalt - Full Depth	676	LF	\$ 3.00		676.0	\$2,028.00
CO 3	Sawcut Concrete Curb	20	LF	\$ 5.00		20	\$100.00
CO 3	Remove Concrete Pavement	34	SY	\$ 7.00		34	\$238.00
CO 3	Remove and Replace Curb and Gutter	676	LF	\$ 30.00		676.0	\$20,280.00
CO 3	Remove Asphalt	115	SY	\$ 2.00		115.0	\$230.00
CO 3	Class 5 Aggregate Base	40	Ton	\$ 22.00		54.98	\$1,209.56
CO 3	HBP Patching - 2" HBP w/ PG 58-28 Oil	30	SY	\$ 36.00		30	\$1,080.00
CO 4	6th Street South Leg Water Lowering	1	LS	\$ 8,311.00		1.0	\$8,311.00
CO 5	6th Street Water Main Upgrades	1	LS	\$ 10,852.84		1.0	\$10,852.84
CO 6	Adjust Sanitary Sewer Services	1	LS	\$ 9,661.67		1.0	\$9,661.67
CO 6	Adjust Water Services	2	EA	\$ 1,500.00		2.0	\$3,000.00
CO 7	Sewer Service Lowering	1	LS	\$ 9,124.50	1.0	1.0	\$9,124.50
	Deduct for 8-30-17 HBP Density out of Spec	1	LS	\$ (167.23)		1	-\$167.23
TOTAL COMPLETED TO DATE							\$1,033,574.22

Engineer: Ackerman-Estfold Engineering
Minot, North Dakota

Storm Sewer District #122 - City # 4197
City of Minot, North Dakota

Application Period: November 28, 2017 - June 4, 2018

AE # 16040

Minot, North Dakota

STATEMENT
CONTRACTORS PROGRESSIVE ESTIMATE # 6 - FINAL - WATER
Storm Sewer District #122 - City # 4197
City of Minot, North Dakota

Contractor: Tom's Backhoe Service Inc.
Application Period: November 28, 2017 - June 6, 2018

AE # 16040

Item No.	Description	Quantity	Unit	Unit Price	Current Quantity	Total Quantity To Date	Total Amount
1	General Conditions	0.125	LS	\$ 16,000.00		0.125	\$2,000.00
2	Mobilization	0.125	LS	\$ 15,000.00		0.125	\$1,875.00
3	Traffic Control	0.125	LS	\$ 3,300.00		0.125	\$412.50
4	Erosion Control	0.125	LS	\$ 1,500.00		0.125	\$187.50
5	Material Testing	0.125	LS	\$ 8,000.00		0.125	\$1,000.00
6	Remove 12" RCP Pipe	0	LF	\$ 5.00			\$0.00
7	Remove 24" RCP Pipe	0	LF	\$ 6.00			\$0.00
8	Remove 48" RCP Pipe	0	LF	\$ 8.00			\$0.00
9	Remove Existing Manhole (all sizes)	0	EA	\$ 250.00			\$0.00
10	Remove Existing Catch Basin (all sizes)	0	EA	\$ 200.00			\$0.00
11	15" RCP Storm Sewer	0	LF	\$ 31.00			\$0.00
12	18" RCP Storm Sewer	0	LF	\$ 34.00			\$0.00
13	24" RCP Storm Sewer	0	LF	\$ 44.00			\$0.00
14	30" RCP Storm Sewer	0	LF	\$ 70.00			\$0.00
15	48" RCP Storm Sewer	0	LF	\$ 125.00			\$0.00
16	20 LF Slotted Drain	0	EA	\$ 4,500.00			\$0.00
17	24" x 36" Catch Basin	0	EA	\$ 1,800.00			\$0.00
18	24" x 72" Catch Basin (NDDOT Type II)	0	EA	\$ 3,400.00			\$0.00
19	48" Catch Basin Manhole	0	EA	\$ 1,800.00			\$0.00
20	60" Catch Basin Manhole	0	EA	\$ 3,800.00			\$0.00
21	84" Storm Manhole	0	EA	\$ 6,800.00			\$0.00
22	84" Catch Basin Manhole	0	EA	\$ 7,200.00			\$0.00
23	6" Clean Out, Bend, and 15 feet PVC Pipe	0	LS	\$ 500.00			\$0.00
24	Adjust Sanitary Manhole	0	EA	\$ 150.00			\$0.00
25	Adjust Gate Valve	0	EA	\$ 125.00			\$0.00
26	Remove Water Main (all sizes)	810	LF	\$ 5.00		640.0	\$3,200.00
27	Remove Gate Valve (all sizes)	5	EA	\$ 100.00		7.0	\$700.00
28	Remove and Replace Water Service	7	EA	\$ 1,500.00		7.0	\$10,500.00
29	Remove and Replace Fire Hydrant	1	EA	\$ 4,600.00		1.0	\$4,600.00
30	Temporary Water Service - 18th Ave	1	LS	\$ 600.00		1.0	\$600.00
31	Temporary Water Service - 4 th Street	1	LS	\$ 600.00		1.0	\$600.00
32	6" PVC Water Main (C900)	30	LF	\$ 50.00		24.0	\$1,200.00
33	8" PVC Water Main (C900)	780	LF	\$ 51.00		806.0	\$41,106.00
34	Connect to Existing Water Main	6	EA	\$ 500.00		12.0	\$6,000.00
35	6" Gate Valve	1	EA	\$ 1,400.00		1.0	\$1,400.00
36	8" Gate Valve	4	EA	\$ 1,850.00		6.0	\$11,100.00
37	8" DI Cross	1	EA	\$ 675.00		1.0	\$675.00
38	6" x 8" DI Tee	1	EA	\$ 475.00		4.0	\$1,900.00
39	Hydrant Extension	2	EA	\$ 800.00			\$0.00
40	Polystyrene Insulation Board	500	Bdft	\$ 2.00		512.0	\$1,024.00
41	Exploratory Excavation (Water Main Verification)	1	LS	\$ 600.00		1.0	\$600.00
42	Clearing and Grubbing (Water Service Installation)	1	LS	\$ 300.00		1.0	\$300.00
43	Topsoil Import	100	CY	\$ 20.00			\$0.00
44	Remove and Relocate Street Sign	0	EA	\$ 145.00			\$0.00
45	Sawcut Asphalt - Full Depth	670	LF	\$ 3.00		670.0	\$2,010.00
46	Sawcut Concrete Curb	0	LF	\$ 5.00			\$0.00
47	Remove Concrete Pavement	0	SY	\$ 7.00			\$0.00
48	Remove and Replace Curb and Gutter	285	LF	\$ 30.00		285.0	\$8,550.00
49	Remove Asphalt	1,225	SY	\$ 2.00		1,333.9	\$2,667.80
50	Subgrade Preparation	1,425	SY	\$ 2.50		1,425.0	\$3,562.50
51	Type RI Geotextile Fabric	1,425	SY	\$ 2.00		1,425.0	\$2,850.00
52	Class 5 Aggregate Base	820	Tons	\$ 22.00		820.00	\$18,040.00
53	HBP Leveling Course	0	Ton	\$ 90.00			\$0.00
54	HBP Patching - 2" HBP w/ PG 58-28 Oil	0	SY	\$ 36.00			\$0.00
55	2" Mill and Overlay - HBP w/ PG 58-28 Oil	0	SY	\$ 9.00			\$0.00
56	4" HBP w/ PG 58-28 Oil (two 2" lifts)	275	Ton	\$ 80.00		275.0	\$22,000.00
57	4" Concrete Sidewalk	0	SY	\$ 60.00			\$0.00
58	Detectable Warning Panels	0	SF	\$ 40.00			\$0.00
59	6" Unreinforced Concrete Approach	0	SY	\$ 85.00			\$0.00
60	4" Epoxy Pavement Striping	0	LF	\$ 0.51			\$0.00
61	6" Epoxy Pavement Striping	0	LF	\$ 6.88			\$0.00
62	24" Epoxy Pavement Striping	0	LF	\$ 28.55			\$0.00
63	Preformed Marking-Messgae - Arrow	0	SF	\$ 89.65			\$0.00
64	Import Topsoil	0	CY	\$ 20.00			\$0.00
65	Seeding and Restoration	0	LS	\$ 3,000.00			\$0.00
66	Remove Valley Gutter	0	SY	\$ 15.00			\$0.00
67	Proposed Valley Gutter	0	SY	\$ 85.00			\$0.00
CO 1	9th Street Franchise Utility Additional Work	1	LS	\$ 1,500.00		1.0	\$1,500.00
CO 2	Coupler from Hymax to Romac	18	EA	\$ 164.46		12.0	\$1,973.52
CO 3	Material Testing	0	LS	\$ 8,000.00			\$0.00
CO 3	Sawcut Asphalt - Full Depth	0	LF	\$ 3.00			\$0.00
CO 3	Sawcut Concrete Curb	0	LF	\$ 5.00			\$0.00
CO 3	Remove Concrete Pavement	0	SY	\$ 7.00			\$0.00
CO 3	Remove and Replace Curb and Gutter	0	LF	\$ 30.00			\$0.00
CO 3	Remove Asphalt	0	SY	\$ 2.00			\$0.00
CO 3	Class 5 Aggregate Base	0	Ton	\$ 22.00			\$0.00
CO 3	HBP Patching - 2" HBP w/ PG 58-28 Oil	0	SY	\$ 36.00			\$0.00
CO 4	6th Street South Leg Water Lowering	0	LS	\$ 8,311.00			\$0.00
CO 5	6th Street Water Main Upgrades	1	LS	\$ 10,852.84		1.0	\$10,852.84
CO 6	Adjust Sanitary Sewer Services	0	LS	\$ 9,661.67			\$0.00
CO 6	Adjust Water Services	0	EA	\$ 1,500.00			\$0.00
CO 7	Sewer Service Lowering	0	LS	\$ 9,124.50			\$0.00
	Deduct for 8-30-17 HBP Density out of Spec	1	LS	\$ (167.23)		1	-\$167.23
TOTAL COMPLETED TO DATE							\$164,819.43

Engineer: Ackerman-Estfold Engineering
Minot, North Dakota

Engineer: Ackerman-Estvold Engineering
Minot, North Dakota



TO: Mayor Shaun Sipma
Members of the City Council

FROM: Scott Collins – Recreation/Auditorium Director

DATE: June 14, 2018

SUBJECT: RECREATION TENNIS/BASKETBALL COURT RESURFACING

I. RECOMMENDED ACTION

Request Award of Bid, for two Tennis Courts and one Basketball Court Resurfacing at South Hill Complex, to Advanced Athletic Surfaces, Woodstock, GA in the amount of \$17,980.

II. DEPARTMENT CONTACT PERSONS

Scott Collins, Recreation/Auditorium Director 857-4730

III. DESCRIPTION

A. Background

Resurfacing of two tennis courts and one basketball court at the South Hill Complex is done every 4 years. This project was held for an extra two years because of budget constraints and now the courts need to be resurfaced before they become unplayable with another year of outside weathering.

There were two bids received and the tabulation is as follows:

Advanced Athletic Surfaces	\$17,980
Madsen Specialties	\$21,916

IV. IMPACT:

A. Strategic Impact:

Resurfacing the courts will increase playability and keep the underlying asphalt protected from outside elements. This will also help the Complex Aesthetics and match all other courts in the City and Parks with U.S. Open coloring.

B. Service/Delivery Impact:

The court resurfacing will be done later in the summer so that our tennis programs are not interrupted at all.

C. Fiscal Impact:

This project is funded through the Recreation Maintenance Budget 215-6800-451.04-33.

Project Costs

Total Project Cost	\$17,980.00
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Project Funding

Recreation Maintenance Building & Grounds	\$17,980.00
-------------------------------------------	-------------

<u>Budget Amount</u>	
Total Money Budgeted for Project	\$17,980.00

V. LIST OF ATTACHMENTS

- A. Tennis Court Resurfacing Bid Tab
- B. Email from Rycca Thacker, Civil Engineer Cincinnati, Ohio Recreation, referencing work done by Advanced Athletic Surfaces.

Tennis Court Resurficing
Bid Tabs - 2018

<u>Company/Firm</u>		<u>Bid</u>
1. Advanced Athletic Surfaces		\$17,980
2. Madsen Specialties		\$21,916
3		
4		
5		

Scott Collins

From: Thacker, Amarycca <Amarycca.Thacker@cincinnati-oh.gov>
Sent: Wednesday, June 13, 2018 9:00 AM
To: Scott Collins
Subject: Re: [External Email] Advanced Athletic Surfaces

Hi.

They were extremely efficient and quite receptive to all my questions/concerns/etc. We had some issues with rain and they went well above my expectations to correct issues. I will note that they did prefer to work through weekends (in order to get home sooner, which I understand) and later into the evenings, which led to long days for me as an inspector, but it could have been worse. Aside from that they did an excellent job and were extremely thorough.

The did 8 courts, 5+ coats, plus crack repair, in less than 14 days (with regular amounts of rainfall).

Rycca Thacker
Civil Engineering Technician
805 Central Ave. Suite 800
Cincinnati, OH 45202
P 513.352.4051
C 513.678.9132
cincyrec.org



From: Scott Collins <scott.collins@minotnd.org>
Sent: Wednesday, June 13, 2018 9:52:20 AM
To: Thacker, Amarycca
Subject: [External Email] Advanced Athletic Surfaces

External Email Communication

Rycca,

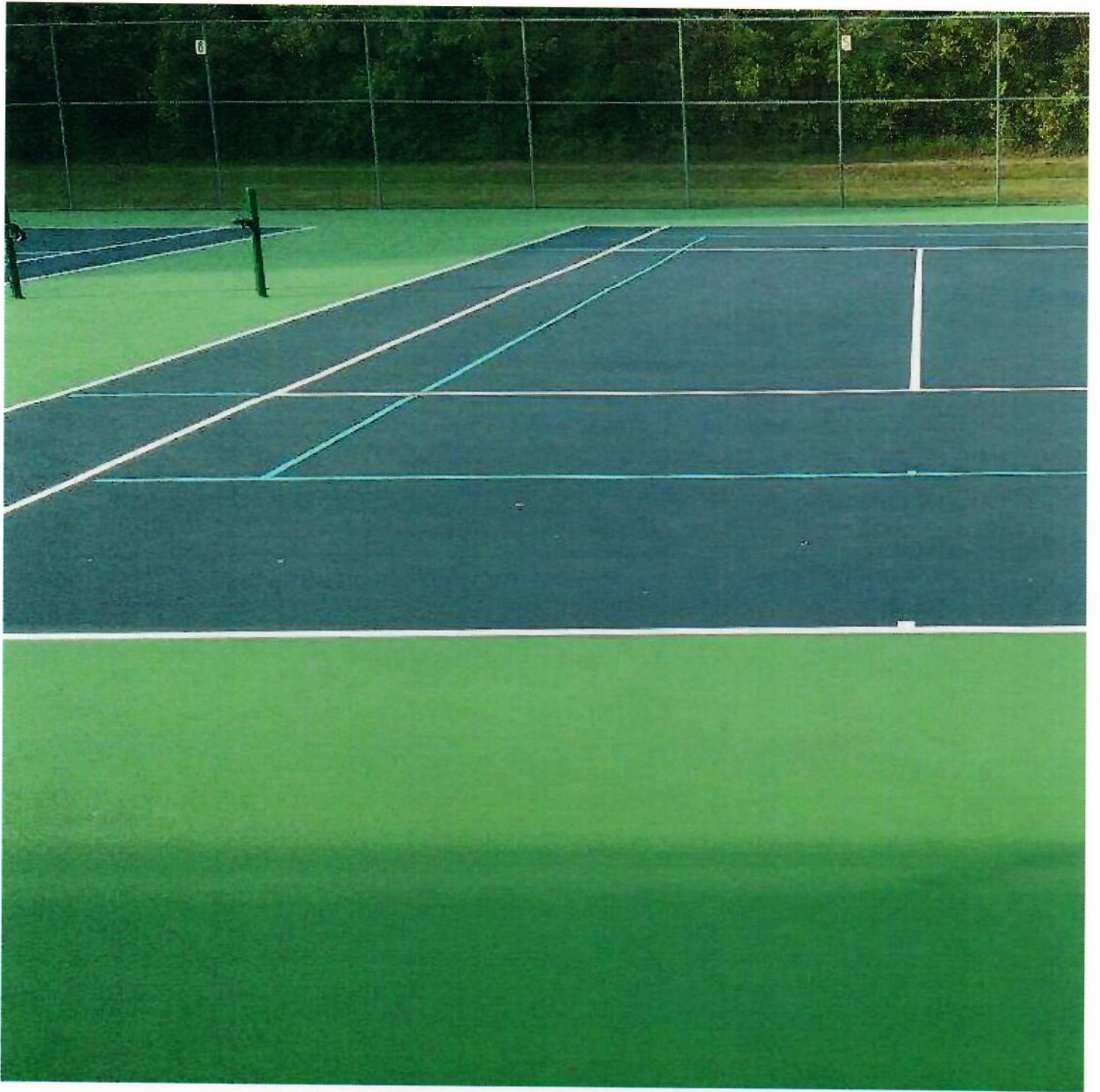
I am looking to get your opinion on the Advanced Athletic Surfaces Company. We are resurfacing out Tennis Courts and they are low bidder. We are just checking references because of the long distance of their company from North Dakota. Please let me know how the job went and if you have any reservations on the company.

Thanks and have a good day.

Scott Collins
Recreation/Auditorium Director
Office 701-857-4730 Mobile 720-3569
PO Box 684, Minot, ND 58702
[City of Minot Website](#)
[Official Facebook Page](#)









TO: Mayor Shaun Sipma
Members of the City Council

FROM: Scott Collins – Recreation/Auditorium Director

DATE: June 19, 2018

SUBJECT: **AWARD OF BID – AUDITORIUM LIGHTING UPGRADE**

RECOMMENDED ACTION

It is recommended the Committee and Council award the bid for the Auditorium Lighting upgrade to Burlington Electric in the amount of \$150,792.01. It is also recommended the Council pass an ordinance amending the 2018 annual budget to transfer \$792.01 from the Auditorium Maintenance Account to the Auditorium lighting project.

I. DEPARTMENT CONTACT PERSONS

Scott Collins, Recreation/Auditorium Director	857-4730
Brock Harstad, Recreation/Auditorium Foreman	857-4736

II. DESCRIPTION

A. Background

The lights in most of the Auditorium have not been upgraded since 1992. Many areas in the Auditorium have been remodeled and upgraded the lighting system and now we are replacing 543 T-12 lights with updated LED lights. The bulbs for the T-12 lights are no longer manufactured and when supply runs out, we will no longer have access to replacements.

The bid tabulation was as follows:

Burlington Electric	\$150,762.01
Electric Service Company	\$170,900
Gefroh Electric	\$214,000
Main Electric	\$163,485
Peak Electric	\$202,730

B. Proposed Project

This project will replace the remaining T-12 light system with a new LED light system.

III. IMPACT:

A. Strategic Impact:

The new LED lights will finish all lighting updates needed in the Auditorium and give us many more years of service than the old T-12 light system. LED lights have up to a 25 year service life.

B. Service/Delivery Impact:

The Auditorium will see a 60% efficiency rating with new LED lights.

C. Fiscal Impact:

Project Costs

Replacing 543 T-12 Lights with LED Lighting	\$150,792.01
Electrical Engineer	<u>7,500.00</u>
Total Cost:	\$158,292.01

Project Funding

City of Minot Sales Community Facilities Fund	\$157,500.00
Auditorium Maintenance Budget Acct: 215-6900-453.04-33	<u>792.01</u>
	\$158,292.01

V. **TIME CONSTRAINTS**

The timing to get the new lighting system is approximately 6-8 weeks out from time of the order. This will give us some time before our larger fall and winter activities begin.

VI. **LIST OF ATTACHMENTS**

- A. Bid Tab
- B. Engineer Recommendation – Will be on Desk at Committee

BID TABULATION

Minot Municipal Auditorium

Lighting Upgrade Phase II

Minot, North Dakota

BID OPENING: 11:00 AM CDT, JUNE 19, 2018

PROJECT NO: 18020

**Prairie Engineering P.C.**

Mechanical and Electrical Consulting Engineers

Minot and Bismarck, North Dakota

<u>ELECTRICAL CONTRACTORS</u>	<u>BID BOND</u>	<u>LICENSE NO.</u>	<u>ACKNOWLEDGE ADDENDUMS</u>	<u>BASE BID</u>	<u>ALTERNATE E-1</u>
Burlington Electric *	5%	33636A	1, 2	\$140,997.33	Add \$9,794.68
Joshua Boling					
Denny's Electric, LLC				No Bid	
Skip Rapp					
Electric Service Company	5%	1530A	1, 2	\$159,400.00	Add \$11,500.00
Ron Burckhard					
Gefroh Electric, Inc.	5%	34791A	1, 2	\$200,600.00	Add \$13,400.00
Mike Sundhagen					
Goodman Electric				No Bid	
Ben Goodman					
Main Electric	5%	1141A	1, 2	\$153,875.00 **	Add \$9,610.00
Casey Kvanme					
Minot Electric				No Bid	
John Larson					
Northwestern Electric, Inc.				No Bid	
Paul Bretheim					
Peak Electric	5%	51167A	1, 2	\$192,000.00	Add \$10,730.00
Tim Peterson					
Wheeler Construction, Inc.				No Bid	
Brady Wheeler					

* Apparent low bidder.

** Bid modification written on envelope.

June 19, 2018

Scott Collins
Minot Municipal Auditorium
420 3rd Ave SE
Minot, North Dakota 58701

RE: Minot Municipal Auditorium
Lighting Upgrade Phase II
Minot, North Dakota
Project No. 18020

Dear Mr. Collins,

5 bids were received and opened June 19, 2018 for the Minot Municipal Auditorium Lighting Upgrade Phase II in Minot, North Dakota. All bids are in proper order. We recommend awarding the contract to the low bidder Burlington Electric, Inc. in the amount of:

Base Bid	\$140,997.33
<u>Alternate E1</u>	<u>\$ 9,794.68</u>
Total Contract	\$150,792.01

The Alternate E1 work is to upgrade lighting/controls in all the storage areas in the building from incandescent lamps with switches to LED strip lights and occupancy sensors.

Please be aware that there is no contingency amount included in the construction contract. It is recommended you budget an additional \$15,000 for unforeseen/unknown items.

When directed, our office is prepared to draw up Owner/Contractor agreements for your review.

Respectfully,



Jason Hunze, P.E.

cc: File

ORDINANCE NO:

**AN ORDINANCE AMENDING THE 2018 ANNUAL BUDGET TO INCREASE THE
COMMUNITY FACILITIES AUDITORIUM LIGHTING AND DECREASE THE
AUDITORIUM MAINTENANCE BUILDING AND GROUNDS EXPENDITURES AND
TO APPROVE THE TRANSFER OF FUNDS FROM THE AUDITORIUM TO SALES
TAX COMMUNITY FACILITIES FOR THE AUDITORIUM LIGHTING UPGRADE.**

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

- §1: Amend the 2018 annual budget to increase the community facilities auditorium lighting and decrease the auditorium maintenance building and grounds expenditures for the auditorium lighting upgrade:

215-6900-453.04-33		(793)
276-9400-451.27-00		793

- §2: Approve the transfer of funds from auditorium to sales tax community facilities:

215-0000-491.32-20		792.01
276-0000-391.32-03	ST2P31	792.01

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

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

ATTEST:

Shaun Sipma, Mayor

Kelly Matalka, City Clerk



TO: Mayor Shaun Sipma
Members of the City Council

FROM: Scott Collins – Recreation/Auditorium Director

DATE: June 19, 2018

SUBJECT: AWARD OF BID – AUDITORIUM ARENA FLOORING

I. RECOMMENDED ACTION

Recommend the City Council award the Auditorium Arena Flooring bid with Alternate #1 to Dynamic Sports Construction, Inc. in the amount of \$201,865.00.

II. DEPARTMENT CONTACT PERSONS

Scott Collins, Recreation/Auditorium Director	857-4730
Brock Harstad, Recreation/Auditorium Foreman	857-4736

III. DESCRIPTION

A. Background

The main Auditorium arena floor has not been resurfaced since 1992. The floor has outlived its life expectancy and needs to be replaced. Most floors last about 20 years with proper care and maintenance. The arena floor is 26 years old.

There were two bids received and the tabulation is as follows:

Dynamic Sports Construction, Inc.	\$201,865
Haldeman-Homme, Inc.	\$204,805

Alternate #1 basically upgrades the flooring system to the next level from each company, so we are getting a better flooring system within our budget.

B. Proposed Project

This project will replace the tartan style floor with a new poured surface flooring system.

IV. IMPACT:

A. Strategic Impact:

The new arena flooring system will finish the Auditorium updates and give the building a better playing surface for recreational activities and also improve the aesthetics of the arena during other events.

B. Service/Delivery Impact:

The new flooring system life expectancy is approximately 25 years.

C. Fiscal Impact:

Project Costs

Replacing Main Arena Tartan Flooring	\$235,000.00
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Project Funding

City of Minot Sales Community Facilities Fund (ST2P31)	\$235,000.00
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V. TIME CONSTRAINTS

The timing to get the new flooring system is approximately 5-6 weeks out from time of the order. This will give us some time before our larger fall and winter activities begin.

VI. LIST OF ATTACHMENTS

A. Bid Tabulation & Architect Recommendation



www.eapc.net



Architecture	Engineering	Interior Design	Wind Energy	Industrial	Business Excellence
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300 Third Avenue SW, Suite A, Minot, ND 58701

TELE 701.839.4547

FAX 701.839.4545

June 21, 2018

City of Minot
 Scott Collins
 420 3rd Ave SW
 Minot, ND 58701

Re: Minot Municipal Auditorium
 Flooring Replacement

Subject: Bid Recommendation

Dear Scott,

Bids on the above referenced project were opened on June 21, 2018 at 11:00 AM. A total of 2 bids were received: both being Single Combined Prime Bids. The bids were checked for mathematical accuracy and no discrepancies were found. A complete tabulation of the bids received is attached.

Haldeman-Homme, Inc.

Base Bid	\$198,305
Alternate #1	\$ 6,500
Alternate #2	\$ 94,800

Dynamic Sports Construction, Inc

Base Bid	\$196,690
Alternate #1	\$ 5,175
Alternate #2	\$ 49,457

The Current project budget is **\$235,000**.

The project expenses to date are as follows:

Petrographic Testing	\$ 6,129
Asbestos surveying	\$ 375
Mercury testing (estimate)	\$ 500
A/E Fees	\$ 9,562.50
Reimbursables to Date	\$ 0.00
Total Expenses	\$ 16,566.50

We recommend a Construction Contingency of 5% and no less than \$10,000 for unforeseen conditions under construction.

Based upon the bid and the expenses to date, the project is within budget and awardable.

Minot, Grand Forks, Fargo, Bismarck, Williston ND	Sioux Falls SD	Bemidji, St. Paul MN	Fort Collins CO	Norwich VT	Buenos Aires ARG
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www.eapc.net



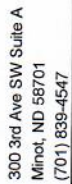
We will prepare a Notice of Award once the City Council has approved the bid and is ready to proceed.

Please contact me at 701-839-4547 with any questions.

Sincerely,

Gloria Larsgaard

Enclosure(s): Bid Tabulation



PROJECT: Minot Municipal Auditorium Flooring Replacement
LOCATION: Minot, ND
PROJ. NO: 20182500
BID DATE: Thursday, June 21, 2018
BID TIME: 11:00 a.m. local time

The undersigned certifies this Bid Tabulation.

Signed: _____

Gloria Larsgaard, AIA



TO: Mayor Shaun Sipma
Members of the City Council

FROM: Janet Anderson, Library Director

DATE: June 14, 2018

SUBJECT: Library Chiller Coil Replacement

I. RECOMMENDED ACTION

1. Recommend approval to transfer \$13,633.00 from the Library's cash reserves to fund 210-67-00-455-04-33 (Building & Grounds) for the replacement of a broken coil in the Library's 2011 chiller.

II. DEPARTMENT CONTACT PERSON

Janet Anderson, Library Director

852-1045

III. DESCRIPTION

A. Background

The Library's chiller, installed in 2011 was discovered to have a broken coil which has been causing a leak making only half of the unit work. This chiller is responsible for cooling more than half of the building.

B. Proposed Project

Already this summer, the Library has experienced indoor temperatures above 75 degrees and is in need of this repair.

C. Consultant Selection

Once the problem was identified, estimates were received from C&C Plumbing and Trane Commercial Systems. After consulting with the Assistant City Attorney, it was determined that it was not necessary to advertise for bids based on Ordinance 2-135, subsections b and c which states that bid are only necessary if the cost exceeds \$15,000.00. Trane Commercial Systems provided a quote of \$13,633.00 and C&C Plumbing provided a quote of \$14,447.00. The Library will have the work completed by Trane Commercial Systems as they provided the lowest quote.

IV. IMPACT:

A. Strategic Impact:

As of 5/31/18, the Minot Public Library had been visited over 50,000 times in 2018. As a public building, it is essential that we are able to cool the building for the welfare of everyone in it. On 6/14/18 temperatures in some areas of the Library approached 80 degrees with only part of this chiller unit working.

B. Service/Delivery Impact:

Approval of the transfer of money to the Library's Building & Grounds account will mean that the Library will be able to have the unit repaired this summer and will prevent the

Library from having to close due to heat (which had to be done in 2016 due to issues with the air conditioning).

C. Fiscal Impact:

The Library has enough money in its cash reserves due to reductions in spending in 2017 and even with the cost of this repair will still have the required amount in reserve.

<u>Project Costs</u>	
Replace Coil/Associated Work	<u>\$13,633.00</u>
Total	\$13,633.00

V. **ALTERNATIVES**

Alt 1. The City Council could deny this transfer which would require an adjustment to the already submitted 2019 budget or delaying the repair until 2020.

VI. **TIME CONSTRAINTS**

Alt 1. The Council could request that the Library wait until 2019 to complete this project, though funding is uncertain and the budget has already been submitted without this cost.

Alt 2. The City Council could deny this request and the work would not be completed prior to the summer of 2019 and possibly not until 2020.

VII. **LIST OF ATTACHMENTS**

- A. Trane Service Quote
- B. Budget Amendment



Trane
3417 7th Ave N - Suite D
Fargo, ND 58102
701-235-0521
Service Technician Steven Alexander

TRANE SERVICE QUOTATION

Date: 5/15/2018
Project: Trane CGAM Chiller Condenser Coil
Customer: Minot Public Library
Location: Minot, ND
Customer Contact: Janet Anderson

Trane is pleased to offer you this proposal for the following services:

1. Remove and dispose of defective circuit #1 condenser coil
2. Supply and install new Trane OEM condenser coil and filter drier as per Trane factory recommendations
3. Pull vacuum to <400 microns
4. Recharge and supply proper refrigerant charge as per Trane factory recommendations
4. Test and verify proper operation as per Trane factory guidelines

Our Price for this scope of work is.....

Total: \$13,633.00

Notes:

1. Work to be performed during normal working hours Monday - Friday 8:00 AM - 4:30 PM exclusive of holidays unless overtime is specified in the above scope of work
2. Any service not listed is not included in this quotation
3. All work performed is in accordance with Trane's Standard Terms & Conditions (copy attached)
4. This quotation is valid for 10 days from above date of quote
5. If this proposal is not accepted by the customer, all diagnostic costs will be invoiced separately.

Work Authorized and price accepted by Customer Representative:

Date of Acceptance:

ORDINANCE NO:

AN ORDINANCE AMENDING THE 2018 ANNUAL BUDGET TO INCREASE THE BUILDINGS & GROUNDS EXPENDITURES AND APPROVE THE USE OF CASH RESERVES TO FIX THE BROKEN AIR CONDITIONER COIL AT THE LIBRARY.

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

- §1: Amend the 2018 annual budget to increase the Library building & grounds expenditures and approve the use of cash reserves to fix the broken air conditioner coil:

210-6700-455.04-33		13,633
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- §2: This ordinance shall be in effect from and after its passage and approval.

PASSED FIRST READING: July 2, 2018

PASSED SECOND READING: August 6, 2018

APPROVED:

ATTEST:

Shaun Sipma, Mayor

Kelly Matalka, City Clerk



TO: Mayor Shaun Sipma
Members of the City Council

FROM: David Lakefield, Finance Director

DATE: June 18, 2018

SUBJECT: **Souris Basin Planning Council (SBPC) Direct and Indirect administration contract change order for the Downtown Projects (3608, 3630, 4073)**

I. RECOMMENDED ACTION

1. Recommend approval of the amendment of the SBPC Direct and Indirect administration contract for the Downtown projects; and
2. Authorize the Mayor to sign the agreement

II. DEPARTMENT CONTACT PERSONS

David Lakefield

857-4784

III. DESCRIPTION

A. Background

The Downtown Infrastructure project began in the end of 2012 and was a large and complex project undertaken by the City of Minot. Due to the construction season and requirements for the project it ended up being broken down into 3 separate phases of construction. The project had a large share of EDA funding and the City had an administrative contract with SBPC for assistance in fulfilling the EDA requirements.

B. Proposed Project

N/A

C. Consultant Selection

SBPC was the Economic Development Agency that worked with the City of Minot to obtain the Economic Development Agency (EDA) funding.

IV. IMPACT:

A. Strategic Impact:

The Downtown Infrastructure Improvement Project provides the necessary infrastructure to support the downtown core of the City. Enhanced streetscape elements support downtown initiatives.

B. Service/Delivery Impact:

N/A

C. Fiscal Impact:

This project includes multiple funding sources which include EDA, CDBG-DR, Storm Sewer Development, State Water Commission, refunding improvement (special assessment), revenue bonds, general obligation bonds, and State surge funding.

The current SBPC contract amount is for \$75,000, of which \$60,000 is the administration contract and \$15,000 is the indirect cost contract. A contract amendment in the amount of \$235.08, of which \$(1,487.95) is for the direct contract and \$1,723.03 is for the indirect contract is being requested by SBPC due to the additional time and phasing of the downtown project that has occurred.

Project Costs

SBPC Administration Contract	\$60,000.00
SBPC Indirect Contract	15,000.00
*SBPC Administration Contract Amendment	(1,487.95)
*SBPC Indirect Contract Amendment	<u>1,723.03</u>
Total	\$75,235.08

Project Funding

State Surge Funding & EDA Funding	\$75,235.08
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V. ALTERNATIVES

Alt 1. The City Council could choose to deny the contract amendment which would not allow any additional payments to SBPC.

VI. TIME CONSTRAINTS

Without the contract amendment, the current contract is out of funding.

VII. LIST OF ATTACHMENTS

A. SBPC Contract Amendment

Project Change Request - revised

Change Request Number 1	Requested By Lyndsay Ulrickson	Date Requested 10/08/2016
Change Description We respectfully request an amendment to our administrative contract as follows: Direct Contract (EDA Eligible): Decrease from \$60,000 to \$58,512.05 Indirect Contract (EDA Ineligible): Increase from \$15,000 to \$16,723.03		
Justification for Change Request Since the project has been phased, additional time has been required to accommodate three sets of bids and contracts. Additionally, the grant project end date was extended one year, from May 29, 2017 to May 29, 2018.		
Impact on Project Requirements <input checked="checked" type="checkbox"/> In Scope <input type="checkbox"/> Out of Scope		
Impact on Project Schedule Administrative duties will extend from May 29, 2017 to May 29, 2018.		
Impact on Project Budget Decrease the Direct Contract (EDA Eligible reimb.) by \$1,487.95. Increase the Indirect Contract (Not EDA eligible reimb.) by \$1,723.03.		
Change Request Resolution <input type="checkbox"/> Approved <input type="checkbox"/> Rejected <input type="checkbox"/> Revisions Needed		
Comments		

Acceptance

Shaun Sipma
City of Minot

Date



TO: Mayor Shaun Sipma
Members of the City Council

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

DATE: 6/18/2018

SUBJECT: ADOPTION OF PERMIT FEES BY RESOLUTION

I. RECOMMENDED ACTION

1. Recommend council pass a resolution adopting fee schedules for building permits, moving permits, electrical permits, mechanical permits, and plumbing permits.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer	857-4100
Mitch Flanagan, Building Official	857-4102

III. DESCRIPTION

A. Background

Currently, the City's Building Inspection Department has their permit fees listed in the various sections of City ordinances. Last month council approved an ordinance on 1st reading to adopt permit fees by resolution instead of adopting permit fees by ordinance.

B. Proposed Project

Modifying the existing ordinance sections to adopt any permit fee changes by resolution allows the Council to have a more direct process to modify fees. In addition, the setting of fees by resolution is the common way to set fees, not by ordinance.

Some changes are being proposed to the way the inspection department charges the fees. The changes are as follows:

- The 4 hour maximum to commercial plan review fees is removed.
- The use of outside consultants for plan review, inspections, or both will be charged at actual cost plus 10% for administrative and overhead costs.
- The threshold for obtaining an electrical permit is increased to \$500.00 from \$100.00. Any charges by the State Electrical Board are not being changed.
- The mechanical permit fees are being adjusted to match the plumbing permit fee schedule. The fees currently being charged for mechanical permits will not change. A typo in the ordinance is being corrected by this resolution.

C. Consultant Selection

N/A

IV. IMPACT:

A. Strategic Impact:

The revisions to the fee schedule will help to ensure plan reviews and inspection costs are covered by the permit applicant and not by general taxation. The primary revisions are in regards to the use of outside consultants for plan review and inspection costs.

B. Service/Delivery Impact:

The costs of review and inspection fees will only affect the larger projects that would be built in the city. Most projects will not see a change in permit fees at this time. However, a permit cost review is being conducted, and any adjustment to permit fees would be brought before the council for approval.

C. Fiscal Impact:

A small revenue increase is expected for plan review fees on larger more complex projects being built in the city and the extra-territorial jurisdiction. The amount of increase would be directly related to the size of the project.

V. ALTERNATIVES

Alt 1. The Council could choose to keep plan review fees capped at 4 hours and not allow the city to recover costs from the use of outside consultants. Any costs over the existing review and permit fees would be supplemented by the general fund which is currently occurring.

VI. TIME CONSTRAINTS

The resolution must be approved concurrently with the 2nd reading of the ordinance to adopt fees by resolution at the July 2nd council meeting.

VII. LIST OF ATTACHMENTS

A. Resolution Adopting Fee Schedules

RESOLUTION NO. ____

A RESOLUTION ADOPTING FEE SCHEDULES FOR BUILDING PERMITS, MOVING PERMITS, ELECTRICAL PERMITS, MECHANICAL PERMITS, AND PLUMBING PERMITS

WHEREAS, The City of Minot is a home rule city and has adopted a home rule charter in accordance with Chapter 40-05.1 of the North Dakota Century Code;

WHEREAS, The City of Minot has the authority, through its home rule charter, to adopt, amend, and repeal ordinances, resolutions, and regulations to carry out its governmental and proprietary powers and to provide for public health, safety, morals, and welfare, and penalties for a violation thereof;

WHEREAS, the City of Minot Code of Ordinances provides that certain permit fees are to be established by City Council resolution;

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

The following permit fees are hereby established:

Building Permit – Residential	
	\$50.00 minimum
City Properties	\$5.00 per \$1,000.00 of construction value
Plan Review	\$75.00 per hour
Re-inspection fees	\$70.00 per hour
Excavation in City	\$15.00
Extraterritorial Jurisdiction Properties	\$10.00 per \$1,000.00 of construction value

Building Permit – Commercial	
	\$50.00 minimum
City Properties	\$5.00 per \$1,000.00 of construction value
Plan Review	\$70.00 per hour maximum of 4 hours- (\$280.00)
Re-inspection fees	\$70.00 per hour
Excavation in City	\$15.00
Extraterritorial Jurisdiction Properties	\$10.00 per \$1,000.00 of construction value
<u>Use of Outside Consultants for Plan Review, Inspections, or Both</u>	<u>Actual Costs (plus 10% for administrative and overhead costs)</u>

Demolition Permit	
	\$50.00 minimum
	\$5.00 per \$1,000.00 of construction value
	\$5,000.00 surety bond is required prior to permit issuance (Sec. 9-2(a))

Temporary Structure Permit	
	\$50.00 minimum
	\$5.00 per \$1,000.00 of construction value

Accessory Building Permit	
	\$50.00 minimum
	\$5.00 per \$1,000.00 of construction value

Moving Permit	
Permit Fee Approved by City Council	\$450.00
Permit Fee Approved by City Engineer	\$250.00
	\$10,000.00 surety bond is required prior to permit issuance (Section 9-51)

Electrical Permit	
Electrical construction less than \$100.00 \$500.00	No permit required
Electrical construction over \$100.00 \$500.00	\$35.00
Inspections requested to certify that electrical facilities in a building meet code (standards)	\$35.00 per inspection
Temporary service	\$10.00

Mechanical Permit/Commercial Plumbing Permit	
Valuation:	Permit Fee:
\$0-\$1,000.00	\$30.00
\$1,001.00-\$2,500.00	\$50.00
\$2,501.00-\$5,000.00	\$65.00
\$5,001.00-\$10,000.00	\$80.00
\$10,001.00-\$20,000.00	\$95.00
\$20,001.00-\$40,000.00	\$120.00
\$40,001.00-\$60,000.00	\$150.00
\$60,001.00-\$80,000.00	\$200.00

\$80,001.00-\$100,000.00	\$245.00
\$100,001.00-\$200,000.00	\$315.00
Over \$200,001.00, per \$1,000.00	\$2.00 Extraterritorial: 100% Surcharge of all permit fees

Gas Piping Permit	
	Minimum fee: \$30.00
	\$6.00 per structure Extraterritorial: 100% Surcharge of all permit fees

Plumbing Permit	
Water Heater Only	\$35.00
Gas Water Heaters	\$30.00
Electric Water Heaters	\$50.00
Irrigation (sprinkling) system	\$35.00
Water Softener	\$35.00
Sewer Line	\$30.00
Water Line	\$30.00
Residential	In City: \$6.00 per fixture (\$30.00 minimum) Extraterritorial: 100% Surcharge of all permit fees
Commercial	In City: By Valuation, schedule listed in Mechanical Permit/Commercial Plumbing Permit Extraterritorial: 100% Surcharge of all permit fees

Passed and adopted this ____ day of _____, 2018.

ATTEST:

APPROVED:

Kelly Matalka, City Clerk

Shaun Sipma, Mayor



TO: Mayor Shaun Sipma
Members of the City Council

FROM: Kelli Flermoen, Fire Chief

DATE: June 27, 2018

SUBJECT: CITY OF MINOT HAZARD MITIGATION RESOLUTION

I. RECOMMENDED ACTION

1. Recommend adoption of the City of Minot Hazard Mitigation resolution.

II. DEPARTMENT CONTACT PERSONS

Chief Kelli Flermoen 857-4740

III. DESCRIPTION

A. Background

The City of Minot is vulnerable to multiple natural hazards, including severe winter weather and extreme wind events. In order to reduce the effects of these hazards, jurisdictions are strongly encouraged to develop and maintain a local hazard mitigation plan.

The State of North Dakota and the Federal Emergency Management Agency (FEMA) have approved Ward County's Multi Hazard Mitigation Plan (MHMP). This plan was adopted by the Ward County Commission on May 15, 2018. They are asking that the City adopt the County, State, and FEMA approved Multi Hazard Mitigation Plan.

IV. IMPACT:

A. Strategic Impact:

The City of Minot desires to mitigate for such circumstances and seeks to promote the public health and general welfare of the jurisdiction, and the safe, orderly, and healthful development of the jurisdiction. To that end, application was made to the North Dakota Department of Emergency Services (NDDDES) to receive Federal Emergency Management Agency (FEMA) mitigation funding via the FEMA Hazard Mitigation Grant Program (HMGP).

B. Service/Delivery Impact:

The Disaster Mitigation Act of 2000 (DMA2K) requires that applicants for FEMA mitigation grant funding have a FEMA-approved multi-hazard mitigation plan. The Plan requires a description of the hazards that can affect the jurisdiction, an assessment of the jurisdiction's risk from those hazards, and a description of actions or projects that the jurisdiction desires to implement to mitigate their vulnerability. Mitigation plan, either single or multi-jurisdictional, must conform to 44 CFR, Part 201 and all applicable mitigation planning guidance issued by FEMA. A jurisdiction must be a participant in a current FEMA-approved mitigation plan to be eligible for FEMA mitigation grant funding.

C. Fiscal Impact:

There is no fiscal impact of adopting the resolution

V. ALTERNATIVES

N/A

VI. TIME CONSTRAINTS

Ward County Emergency Management Agency requested the resolution be adopted and sent to them along with the City Council Meeting minutes no later than July 31, 2018. If approved at the July 2, 2018 meeting, we can meet the deadline.

VII. LIST OF ATTACHMENTS

- A. Letter and Resolution
- B. Ward County Hazard Mitigation Plan

WARD COUNTY EMERGENCY MANAGEMENT AGENCY

225 3RD ST SE
PO BOX 5005
MINOT ND 58702-5005

May 29, 2018

City of Minot
ATTN: Tom Barry
515 2nd Ave SW
Minot, ND 58701

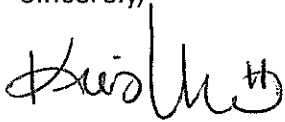
Dear Mr. Barry,

The State of North Dakota and the Federal Emergency Management Agency (FEMA) have approved Ward County's Multi Hazard Mitigation Plan (MHMP). This plan was adopted by the Ward County Commission on May 15, 2018.

We are asking that the City adopt the County, State, and FEMA approved Multi Hazard Mitigation Plan at your next City Council meeting. Please send a copy of the signed Adoption Resolution along with the City Council Meeting minutes no later than July 31, 2018.

If you have any questions, please contact our office at 701-857-6562.

Sincerely,

A handwritten signature in black ink, appearing to read "Kris Weber", with a stylized flourish at the end.

Kris Weber
Assistant Director

City of Minot Hazard Mitigation Resolution

A resolution to adopt the Ward County Hazard Mitigation Plan Update (2018); providing for Findings of Fact and for an Effective 05/15/2018.

WHEREAS the City of Minot is vulnerable to multiple natural hazards, including severe winter weather and extreme wind events. In order to reduce the effects of these hazards, jurisdictions are strongly encouraged to develop and maintain a local hazard mitigation plan; and

WHEREAS the City of Minot previously participated in the 2013 Ward County Hazard Mitigation Plan; and

WHEREAS the City of Minot desires to mitigate for such circumstances and seeks to promote the public health and general welfare of the jurisdiction, and the safe, orderly, and healthful development of the jurisdiction. To that end, application was made to the North Dakota Department of Emergency Services (NDDDES) to receive Federal Emergency Management Agency (FEMA) mitigation funding via the FEMA Hazard Mitigation Grant Program (HMGP); and

WHEREAS the Disaster Mitigation Act of 2000 (DMA2K) requires that applicants for FEMA mitigation grant funding have a FEMA-approved multi-hazard mitigation plan. The Plan requires a description of the hazards that can affect the jurisdiction, an assessment of the jurisdiction's risk from those hazards, and a description of actions or projects that the jurisdiction desires to implement to mitigate their vulnerability. Mitigation plan, either single or multi-jurisdictional, must conform to 44 CFR, Part 201 and all applicable mitigation planning guidance issued by FEMA. A jurisdiction must be a participant in a current, FEMA-approved mitigation plan to be eligible for FEMA mitigation grant funding; and

WHEREAS Ward County, together with the City of Minot applied for and received funding from FEMA through NDDDES to update the 2013 hazard mitigation plan; and

WHEREAS the City of Minot participated in the update of the Ward County Hazard Mitigation Plan, and fulfilled all applicable requirements as a result of that participation; and

WHEREAS FEMA and NDDDES has determined the Ward County Hazard Mitigation Plan Update to be approvable pending adoption; and

WHEREAS the governing body of City of Minot deems it in the public interest to adopt the Ward County Hazard Mitigation Plan Update;

Now, therefore, be it resolved by the Minot City Council that the Ward County Hazard Mitigation Plan Update be adopted by the City of Minot.

Chuck Barney, Mayor

Date

Section 12: City of Minot: Profile, HIRA, Capability Assessment, & Mitigation Strategy

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12.1 Profile of the City of Minot (Updated)

Founded in 1886, Minot was settled at the end of the Great Northern Railroad (now BNSF Railway). It was incorporated in 1887. In the 1950s, the area experienced a boom, due to the construction of the Minot Air Force Base, located 13 miles north of the city, and the Garrison Dam, which is located 50 miles south of the city. Minot is the county seat of Ward County, the fourth largest city in North Dakota, and serves as a trading center for a large portion of northern North Dakota, southwestern Manitoba (Canada) and southeastern Saskatchewan (Canada).

Minot’s economy is closely tied to the Minot Air Force Base. With the increase in activity in the Bakken Formation, Minot briefly saw a significant increase in population, and the resulting expected infrastructure needs.

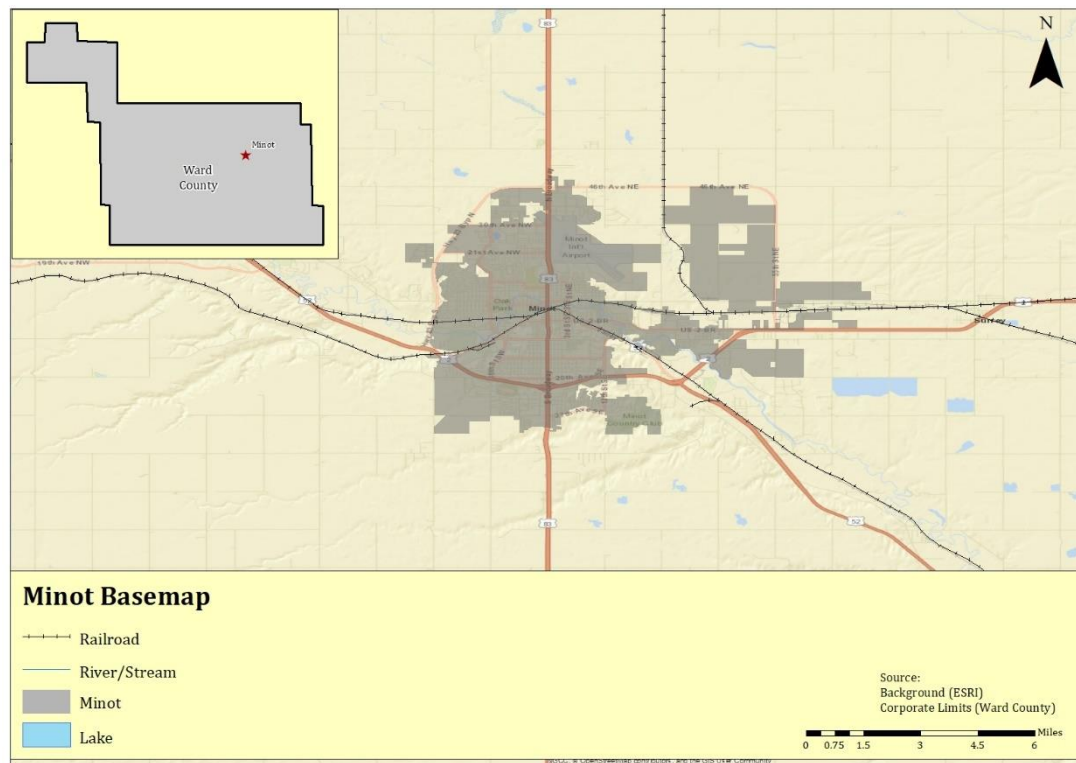
Minot State University is located within the City. There are several media outlets in Minot, including KMOT-TV and KXMC-TV. In addition, the city is home to the Minot Daily News.

The City occupies an area of 27.78 mi², the majority of which is land; approximately .02 mi² is water, comprised of the Souris (Mouse) River, several oxbows, and a few creeks. The City rests largely in a valley. The elevation at the river is 1,556 feet above sea level; by comparison, the airport (which was constructed

Ward County, North Dakota Hazard Mitigation Plan
Section 12: City of Minot

on a hill above the valley) sits at 1,716 feet above sea level. The Souris (Mouse) River divides the City roughly in half, and runs roughly through the center of the valley. The following figure illustrates the area occupied by Minot, and its location within Ward County.

Figure 1: City of Minot Basemap



Population

According to the 2010 Census, the population of Minot was 40,888, an increase of 11.8 percent from the 2000 Census. The 2010 Census population was organized into 17,863 households, with an average household size of 2.20 people. 26.3 percent of households included at least one child below the age of 18. 11.7 percent of households were made up of someone over age 65 that lived alone.

According to the 2010 Census, the median age of Minot residents was 33.8 years old. 21.1 percent of residents were below 18 years of age, and another 15 percent of residents were over 65 years of age. The population was slightly dominated by females, who made up 50.7 percent of the 2010 population.

The 2016 Census estimate placed the population of Minot at 48,743 people.

Emergency Services & Critical Assets

Minot has a fire department that also provides hazardous materials response services, alarm/suppression equipment inspections, and assist with the US EPA's Tier II reporting requirements. The City is also home

Ward County, North Dakota Hazard Mitigation Plan
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to the Minot Rural Fire Department, who services the Minot Fire Protection District, which covers an area of approximately 275 mi², occupied by approximately 5,800 people.

Minot also maintains a police department, which provides law enforcement services within the City limits. In addition to law enforcement services, the department also provides a variety of public education services (DARE, juvenile diversion programs, CrimeStoppers, etc.), and also assists with the EPA's Tier II reporting requirements.

The City is serviced by Community Ambulance, and is home to Trinity Health. Trinity is not only the largest employer in the City, it is also the primary medical care provider for the region. Founded in 1922, Trinity Health is a non-profit healthcare system, providing a network of care that includes nursing homes, skilled nursing care, clinics, and medical arts buildings. Trinity's primary hospital in Minot has 251 beds, and includes a NICU, a Level 2 Trauma Center, a Cardiac Center, a Neurosurgery Center, and is capable of receiving helicopter ambulance patients.

Minot is home to an international airport, which is owned and operated by the City. Commercial carriers operate through the facility, which has customs services and rental car services on site. Minot is also home to the State Fair Grounds, which acts as a staging area for larger disaster or emergency events.

The City has extensive infrastructure, including flood control infrastructure, as well as emergency alert sirens throughout the City, which are used to warn residents of hazardous conditions or situations.

12.2 Requirement for Hazard Identification & Risk Assessment

Requirement §201.6(c)(2): *The plan shall include a risk assessment that provides the factual basis for activities proposed in the strategy to reduce losses from identified hazards. Local risk assessments must provide sufficient information to enable the jurisdiction to identify and prioritize appropriate mitigation actions to reduce losses from identified hazards.*

Requirement §201.6(c)(2)(i): *[The risk assessment shall include a] description of the type...location and extent of all natural hazards that can affect the jurisdiction. The plan shall include information on previous occurrences of hazard events and on the probability of future hazard events.*

Requirement §201.6(c)(2)(ii): *[The risk assessment shall include a] description of the jurisdiction's vulnerability to the hazards described in paragraph (c)(2)(i) of this section. This description shall include an overall summary of each hazard and its impact on the community.*

Requirement §201.6(c)(2)(ii): *[The risk assessment] must also address National Flood Insurance Program (NFIP) insured structures that have been repetitively damaged floods.*

Requirement §201.6(c)(2)(ii)(A): *The plan should describe vulnerability in terms of the types and numbers of existing and future buildings, infrastructure, and critical facilities located in the identified hazard area.*

Requirement §201.6(c)(2)(ii)(B): *[The plan should describe vulnerability in terms of an] estimate of the potential dollar losses to vulnerable structures identified in paragraph (c)(2)(ii)(A) of this section and a description of the methodology used to prepare the estimate.*

Requirement §201.6(c)(2)(ii)(C): *[The plan should describe vulnerability in terms of] providing a general*

description of land uses and development trends within the community so that mitigation options can be considered in future land use decisions.

Requirement §201.6(c)(2)(iii): *For multi-jurisdictional plans, the risk assessment **must** assess each jurisdiction's risks where they vary from the risks facing the entire planning area.*

This section addresses the specific requirements regarding hazards, risks, and vulnerabilities related to the City of Minot.

12.3 Hazard Identification (Updated)

In accordance with the requirements, and as part of its efforts to support and encourage hazard mitigation initiatives, the Advisory Committee (the Committee) prepared this general assessment of the hazards that have the potential to impact the City of Minot. This section provides an overview of past hazard events in the city and descriptions of potential hazards to the City.

12.3.1 Overview of Minot's Hazard History and Potential Hazards

Numerous federal agencies maintain a variety of records regarding losses associated with natural hazards. Unfortunately, no single source is considered to offer a definitive accounting of all losses. The Federal Emergency Management Agency (FEMA) maintains records on federal expenditures associated with declared major disasters. The United States Army Corps of Engineers (USACE) and the Natural Resources Conservation Service (NRCS) collect data on losses during the course of some of their ongoing projects and studies. Additionally, the National Oceanic and Atmospheric Administration's (NOAA) National Centers for Environmental Information (NCEI, formerly NCDC) database collects and maintains data about natural hazards in summary format. The data includes occurrences, dates, injuries, deaths, and costs. Many of these databases and other data collection services, including NCEI, have inherent data limitations when searching for information at a scale as small as a single municipality. The best available data and records were used throughout this section.

According to the NCEI database, at least 115 weather-related hazard events have occurred in the City of Minot/Minot Airport since 1950, including the following number and types of hazard events:

Flood – 9
Funnel Cloud - 2
Hail – 64
Lightning - 5
Thunderstorm – 28
Tornado - 7

In the absence of definitive data on some of the hazards that may occur in the city, illustrative examples are useful. The table below provides information on federal disaster and emergency declarations that have included the City since 1957.

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141 Table 1: Federal Disaster and Emergency Declarations, 1957-2016

Federal Disaster and Emergency Declarations – 1957-2016	
Date and Disaster or EM Number	Nature of Event
August 2014 – DR-4190	Severe Storms and Flooding
July 2013 – DR-4128	Severe Storms and Flooding
May 2011 - DR-1986	Severe Winter Storm
May 2011 - DR-1981	Flooding
April 2011 - EM-3318	Flooding
November 2005 - DR-1616	Severe Winter Storm and Record and/or Near Record Snow
September 2005 - EM-3247	Hurricane Katrina Evacuation
July 2005 - DR-1597	Severe Storms, Flooding, and Ground Saturation
April 2004 - EM-3196	Snow
June 1999 - DR-1279	Severe Storms, Tornadoes, Snow and Ice, Flooding, Ground Saturation, Landslides, and Mudslides
April 1997 - DR-1174	Severe Storms/Flooding
January 1997 - DR-1157	Severe Winter Storms/Blizzard
April 1979 - DR-581	Storms, Snowmelt, Flooding
July 1976 - EM-3016	Drought
April 1976 - DR-501	Flooding
May 1975 - DR-469	Flooding from Rains, Snowmelt
May 1974 - DR-434	Heavy Rains, Snowmelt, Flooding
June 1972 - DR-335	Severe Storms, Flooding
June 1970 - DR-287	Severe Storms, Flooding
April 1969 - DR-256	Flooding

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Potential Hazards to the City of Minot

In the initial identification process, the Committee considered potential hazards to identify those with the most chance to significantly affect the planning area. The hazards include those that have occurred in the past and may occur in the future. A variety of sources were used to develop the list of hazards considered by the Committee. These included national, regional, and local sources such as emergency operations plans, the *State of North Dakota Multi-Hazard Mitigation Plan*, the 2013 Ward County Hazard Mitigation Plan, FEMA's *How-To Series*, websites, published documents, databases, and maps, as well as discussion among the Committee members.

In the initial phase of the planning process, the Committee considered 33 natural, manmade, and technological hazards and the risks they create for the City and its material assets, operations, and staff. This list included the hazards and threats that were included in the 2013 Plan, as well as the hazards include in the 2014 SHMP. The hazards considered, and the determination as to the treatment of those hazards, are shown in the following table.

Table 2: Hazard Identification & Validation Results

Hazard	Included in SHMP (2014)	Included in Ward County HMP Update (2013)	City of Minot	Reason for Inclusion or Exclusion, & other notes
Avalanche				Not a hazard in the area
Communicable Disease	✓	✓	✓	Update from 2013
Drought	✓	✓	✓	Update from 2013
Erosion				Include under Flood
Extreme Cold				Include under Winter Storm
Extreme Heat				Include under Summer Storm
Fire (Wild and Structural)	✓		✓	Update from 2013
Flood	✓	✓	✓	Update from 2013
Geologic Hazards (including landslide, earthquake, and other geologic/mining hazards)	✓	✓		Include for county only
Severe Winter Storm	✓	✓	✓	Update from 2013
Severe Summer Storm	✓	✓	✓	Update from 2013
Volcano				Very low probability with sufficient advance warning
Windstorm	✓			Included as Summer Storm
Civil Disorder/Terrorism				Excluded due to duplication of efforts with other plans

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Hazard	Included in SHMP (2014)	Included in Ward County HMP Update (2013)	City of Minot	Reason for Inclusion or Exclusion, & other notes
Homeland Security Incident	✓			Excluded due to duplication of efforts with other plans
Mass Casualty				Excluded due to duplication of efforts with other plans
National Security Emergency				Excluded due to duplication of efforts with other plans
Explosive Device				Excluded due to duplication of efforts with other plans
Cyber Attack				Excluded due to duplication of efforts with other plans
Active Shooter				Excluded due to duplication of efforts with other plans
Population Influx (including lack of housing infrastructure)				No longer a significant issue in the planning area
Abandoned Buildings				Excluded due to duplication of efforts with other plans
Wastewater Treatment Hazards				Excluded due to duplication of efforts with other plans
Dam Failure	✓			Include under Flood, as applicable
Ground and Surface Water Contamination				Excluded due to duplication of efforts with other plans
Hazardous Material Incident (Fixed Site and Transport)	✓	✓	✓	Update from 2013
Levee Failure				Include under Flood, as applicable
Shortage of Critical Materials	✓			Excluded due to duplication of efforts with other plans
Nuclear Generating Plant Incident				Excluded due to duplication of efforts with other plans
Transportation Accident (including vehicular, railway, and aircraft)	✓			Excluded due to duplication of efforts with other plans

The following pages profile the seven hazards identified above, and include a description of the hazard, the location of the hazard, the extent and severity of the hazard, the potential impact to life and property that the hazard may have, past occurrences of the hazard, and the probability of future occurrences of the hazard.

Future Occurrence Probability Methodology

To determine the probability of future occurrences of each hazard profiled, the following scale was developed:

High – any hazard with the probability of occurring at least once per year

Moderate – any hazard with the probability of occurring at least once every five years

Low – any hazard with the probability of occurring less than every five years

The methodology is based on frequency of impact within a 5-year planning period, hence the 5-year break point between moderate and low.

12.3.2 Hazard Profiles

Note on the maps: the maps in this section provide estimates of municipal and county boundaries based on data available as of June 2017. In some cases, the boundaries depicted may not reflect recent annexations or other changes to corporate limits. However, these images reflect the best available data at the time of plan development. Future updates to this plan will reflect changes to municipal and county boundaries.

12.3.2.1 Communicable Disease

Description of the Hazard

Infectious pathologies are also called communicable diseases or transmissible diseases due to their potential of transmission from one person or species to another by a replicating agent (as opposed to a toxin). An infectious disease is a clinically evident illness resulting from the presence of pathogenic microbial agents, including pathogenic viruses, pathogenic bacteria, fungi, protozoa, multi-cellular parasites, and aberrant proteins known as prions. Transmission of an infectious disease may occur through one or more pathways including physical contact with infected individuals. These infecting agents may also be transmitted through liquids, food, body fluids, contaminated objects, airborne inhalation, or through vector-borne spread.

Transmissible diseases which occur through contact with an ill person or their secretions, or objects touched by them, are especially infective, and are sometimes referred to as contagious diseases.

Infectious (communicable) diseases which usually require a more specialized route of infection, such as vector transmission, or blood or needle transmission, are usually not regarded as contagious.

The term infectivity describes the ability of an organism to enter, survive and multiply in the host, while the infectiousness of a disease indicates the comparative ease with which the disease is transmitted to

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other hosts. An infection however, is not synonymous with an infectious disease, as an infection may not cause important clinical symptoms or impair host function.

Examples of communicable or infectious diseases include plague, malaria, tuberculosis, rabies, hepatitis B, influenza, HIV, and measles.

Location of the Hazard

This hazard impacts people, rather than physical assets. Therefore, all populated areas of the City are at risk from the communicable disease hazard.

Extent and Severity of the Hazard

The Center for Disease Control and Prevention (CDC) categorizes various diseases in levels of biohazard. In this scale, Level 1 equates to a minimal risk, and Level 4 describes extreme risk. The following table describes these levels, and provides examples of communicable diseases that would typically fall in to these classifications, and the typical protections that would be necessary to prevent transmission of the disease.

Table 3: Biohazard Classification Levels

Level	Examples	Typical Protection to Prevent Transmission
Biohazard Level I (BSL-I)	<i>e. Coli</i> Canine Hepatitis Chicken Pox	Precautions are minimal, most likely involving gloves and some sort of facial protection. Usually, contaminated materials are left in open (but separately indicated) waste receptacles. Decontamination procedures for this level are similar in most respects to modern precautions against everyday viruses (i.e.: washing one's hands with anti-bacterial soap, washing all exposed surfaces of the lab with disinfectants, etc.).
Biohazard Level II (BSL-2)	Hepatitis A, B, C Lyme disease Salmonella Mumps Measles Scrapie Dengue Fever HIV	These bacteria and viruses cause mild disease in humans, or are difficult to contract via aerosol. Routine diagnostic work with clinical specimens can be done safely at BSL-2, using BSL- 2 practices and procedures.
Biohazard Level III (BSL-3)	Anthrax West Nile Virus SARS Virus Smallpox Tuberculosis Typhus Yellow Fever Malaria	These bacteria and viruses cause severe to fatal disease in human, but vaccines or other treatments do exist to combat them. Laboratory personnel have specific training in handling pathogenic and potentially lethal agents, and are supervised by competent scientists who are experienced in working with these agents. This is considered a neutral or warm zone.

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Level	Examples	Typical Protection to Prevent Transmission
Biohazard Level IV (BSL-4)	H5N1 (Bird Flu) Dengue Hemorrhagic Fever Marburg Virus Ebola Virus Hantaviruses Lassa Fever Crimean-Congo Hemorrhagic Fever Other Hemorrhagic Diseases	These viruses and bacteria cause severe to fatal disease in humans, for which vaccines or other treatments are <i>not</i> available. When dealing with biological hazards at this level the use of a Hazmat suit and a self-contained oxygen supply is mandatory. The entrance and exit of a BSL-4 lab will contain multiple showers, a vacuum room, an ultraviolet light room, autonomous detection system, and other safety precautions designed to destroy all traces of the biohazard. Multiple airlocks are employed and are electronically secured to prevent both doors opening at the same time. All air and water service going to and coming from a BSL- 4 lab will undergo similar decontamination procedures to eliminate the possibility of an accidental release.

219

220 [Potential Impact of the Hazard](#)

221 Communicable disease outbreaks and pandemics will have the most immediate impact on life and health
222 safety. The extent of the impact will be contingent on the type of infection or contagion, the severity of
223 the outbreak, and the speed at which it is transmitted. Property and infrastructure could be affected if
224 large portions of the population were affected and unable to perform maintenance and operations tasks.
225 This would be particularly disruptive if those impacted were first responders or other essential personnel.

226

227 [Past Occurrences of the Hazard](#)

228 In general, North Dakota has been spared the devastating outbreaks of communicable disease that have
229 impacted other areas. For example, the 1918 Spanish Flu pandemic killed an estimated 20-40 million
230 people worldwide; 675,000 of those fatalities occurred in the US. In North Dakota, this same pandemic
231 infected 6,000 people, and resulted in 2,700 fatalities – a significantly lower proportion of the population
232 than other states.

233 Communicable diseases statistics are maintained by the state at the county level, and are not generally
234 available at the municipal levels. The exception to this is when a geographically-specific outbreak occurs.
235 Based on information obtained from the North Dakota Department of Health, all available data rests at
236 the county level, and is not available for the municipal level. Therefore, this discussion will focus on
237 occurrences in the county, and will reasonable assume that some of the occurrences could have or did
238 occur in or otherwise impact the City of Minot.

239 Influenza is an illness that is specifically tracked by the State Department of Health, and detailed records
240 are maintained for this illness. The table below provides updated, available information regarding
241 influenza in Ward County and the State of North Dakota since the 2007-2008 influenza season, including
242 the 2016-2017 season.

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243 *Table 4: Influenza Occurrences*

Years	Cases (Statewide)	Cases (Ward County)	Percentage of ND Cases in Ward County
2007-2008	3,817	178	5 percent
2008-2009	1,755	115	7 percent
2009-2010	3,259	221	7 percent
2010-2011	2,089	125	6 percent
2011-2012	1,487	115	8 percent
2012-2013	4,831	307	7 percent
2013-2014	2,923	407	13 percent
2014-2015	6,443	100+	1.5 percent+
2015-2016	1,942	50+	2 percent+
2016-2017	7,507	628	8 percent

244

245 Another communicable disease that is tracked by the State Health Department is pertussis, also known
246 as whooping cough. The table following provides the updated details of pertussis outbreaks since 2007.

247

248 *Table 5: Pertussis Occurrences*

Years	Cases (Statewide)	Cases (Ward County)	Percentage of ND Cases in Ward County
2007	12	1	9 percent
2008	Unavailable	Unavailable	NA
2009	30	0	NA
2010	58	6	11 percent
2011	70	1	2 percent
2012	215	59	28 percent
2013	87	5	5 percent
2014	51	9	17 percent
2015	44	4	9 percent
2016	44	16	36 percent

249

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As is evident in the table above, occurrences of pertussis have remained fairly high in both North Dakota and in Ward County. The dramatic spike in 2012 prompted the State Health Department to issue a Health Advisory, which recommended that health care providers consider testing for pertussis for any patient that presented possible symptoms of the disease and also recommended immunizations be administered as recommended for children and infants. Fortunately, levels that high have not been seen since then.

Rabies is also a concern for the State Health Department, which specifically tracks reports of the illness by species infected. The table below provides updated occurrence information for rabies.

Table 6: Rabies Occurrences

Years	Cases (Statewide)	Cases (Ward County)	Percentage of ND Cases in Ward County	Species Impacted
2007	30	1	4 percent	Horse
2008	34	3	9 percent	Cow, Dog
2009	16	0	NA	NA
2010	22	0	NA	NA
2011	23	0	NA	NA
2012	58	2	4 percent	Cow, Skunk
2013	40	1	2 percent	Cat
2014	19	4	21 percent	Dog, Skunk
2015	6	0	NA	NA
2016	16	1	6 percent	Skunk

The City of Minot did not report any incidents of the communicable disease hazard. While there is no available data to confirm that any of these occurrences either occurred in or otherwise impacted the City of Minot, there is also no available data to determine that they did not. Because of the non-spatial nature of communicable disease, it is possible that any of these occurrences could have happened in Minot, and that any communicable illness could occur in the city in the future.

[Probability of a Future Occurrence of the Hazard](#)

Based on the available data, there have been no occurrences of communicable disease within the city of Minot. Therefore, using the scale provided earlier in this section, the probability of a future occurrence of this hazard is low, meaning that it is likely to occur less than once every five years.

[12.3.2.2 Drought](#)

[Description of the Hazard](#)

Drought is a normal part of virtually all climatic regions, including areas with high and low average rainfall. Drought is the consequence of anticipated natural precipitation reduction over an extended period of

time, usually a season or more in length. Drought is one of the most complex of all natural hazards, as it is difficult to determine a precise beginning or end. In addition, drought can lead to or be exacerbated by other hazards, such as extreme heat or wildfires.

Droughts are a slow-onset hazard. Over time, however, they can result in damage to agriculture, municipal water supplied, recreation and wildlife. Prolonged droughts can produce significant economic impacts, both directly and indirectly.

Location of the Hazard

Drought is a hazard that is not restricted to particular areas or types of environments. All areas within the City of Minot are subject to the drought hazard.

Extent and Severity of the Hazard

Droughts are classified as meteorological, hydrologic, agricultural and socioeconomic. The following illustrate how the classifications of drought are defined:

- **Meteorological drought** is defined by a period of substantially diminished precipitation duration and/or intensity. The commonly used definition of meteorological drought is an interval of time, generally on the order of months or years, during which the actual moisture supply at a given place consistently falls below the climatically appropriate moisture supply.
- **Agricultural drought** occurs when there is inadequate soil moisture to meet the needs of a particular crop at a particular time. Agricultural drought usually occurs after or during meteorological drought, but before hydrological drought and can affect livestock and other dry-land agricultural operations.
- **Hydrological drought** refers to deficiencies in surface and subsurface water supplies. It is measured as stream flow, snow pack, and as lake, reservoir, and groundwater levels. There is usually a delay between lack of rain or snow and less measurable water in streams, lakes, and reservoirs. Therefore, hydrological measurements tend to lag behind other drought indicators.
- **Socio-economic drought** occurs when physical water shortages start to affect the health, well-being, and quality of life of the people, or when the drought starts to affect the supply and demand of an economic product.

Droughts are measured using the Palmer Drought Severity Index (PDSI), also known as the Palmer Index. The Palmer Index was developed by Wayne Palmer in the 1960s and uses temperature and rainfall information in a formula to determine dryness. It has become the semi-official drought index.

The Palmer Index is most effective in determining long term drought—a matter of several months—and is not as good with short-term forecasts (a matter of weeks). It uses a 0 as normal, and drought is shown in terms of minus numbers; for example, -2 is moderate drought, -3 is severe drought, and -4 is extreme

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drought. The Palmer Index is also useful for reflecting excess rain using a corresponding level reflected by plus figures; i.e., 0 is normal, +2 is moderate rainfall, etc.

The advantage of the Palmer Index is that it is standardized to local climate, so it can be applied to any part of the country to demonstrate relative drought or rainfall conditions. The negative is that it is not as good for short term forecasts, and is not particularly useful in calculating supplies of water locked up in snow, so it works best east of the Continental Divide. Despite these shortcomings, it remains a useful tool for easily explaining the severity of a drought.

Table 7: Palmer Drought Severity Index

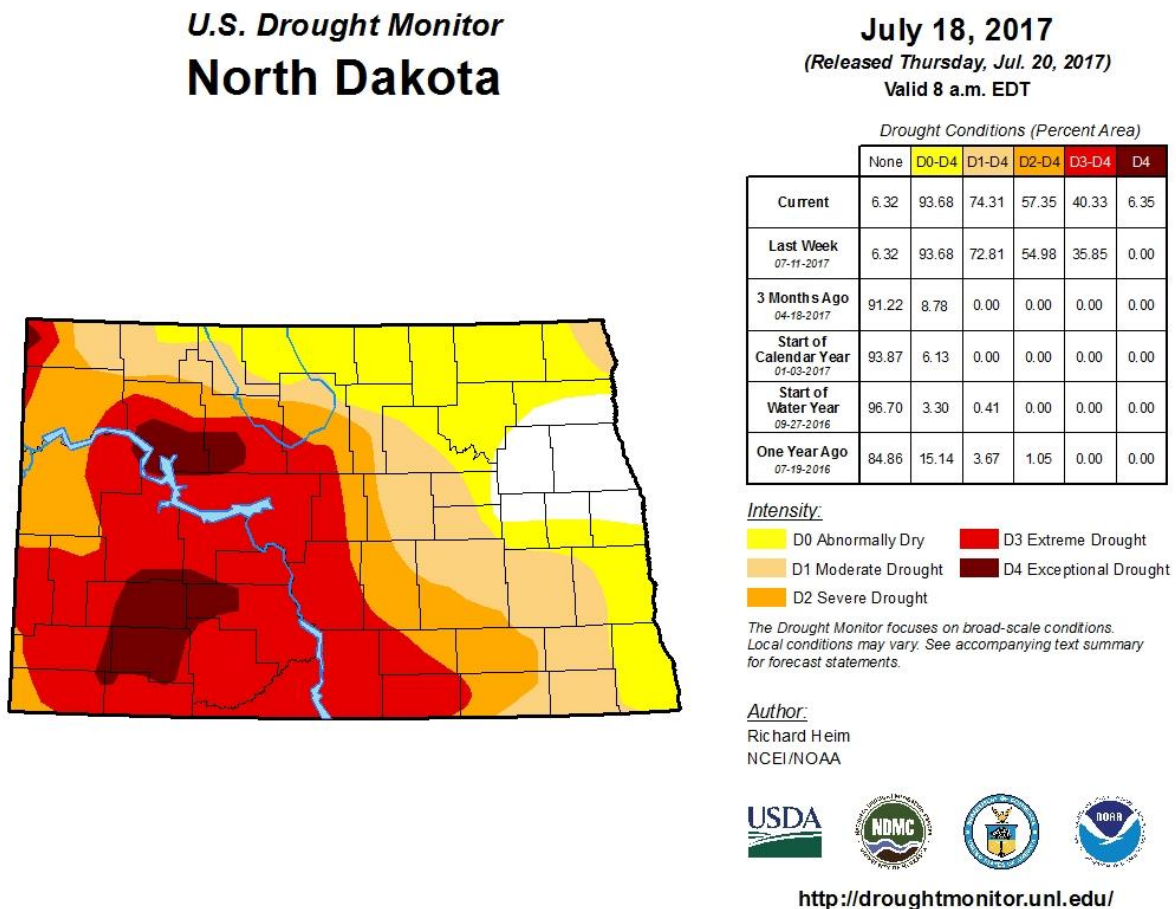
Classification	Description	Range of Possible Impacts
4.00 or more	Extremely wet	
3.00 to 3.99	Very wet	
2.00 to 2.99	Moderately wet	
1.00 to 1.99	Slightly wet	
0.50 to 0.99	Incipient wet spell	
0.49 to -0.49	Near normal	
-0.50 to -0.99	Incipient dry spell	
-1.00 to -1.99	Mild drought	Going into drought: short-term dryness slowing planting, growth of crops or pastures; fire risk above average Coming out of drought: some lingering water deficits; pastures or crops not fully recovered
-2.00 to -2.99	Moderate drought	Some damage to crops, pastures; fire risk high; streams, reservoirs, or wells low, some water shortages developing or imminent, voluntary water use restrictions requested
-3.00 to -3.99	Severe drought	Crop or pasture losses likely; fire risk very high; water shortages common; water restrictions imposed
-4.00 to -4.99	Extreme drought	Major crop/pasture losses; extreme fire danger; widespread water shortages or restrictions
-5.0 or less	Exceptional drought	Exceptional and widespread crop/pasture losses; exceptional fire risk; shortages of water in reservoirs, streams, and wells, creating water emergencies

Drought is monitored nation-wide by the National Drought Mitigation Center (NDMC). Indicators are used to describe broad scale drought conditions across the country. Indicators correspond to the intensity of the drought. As of July 2017, most North Dakota is experiencing some level of drought, with 57 percent of

the state experiencing severe drought and 40 percent experiencing extreme drought. Another 6 percent of the state is experiencing exceptional drought.

The entirety of Ward County, including Minot, is experiencing some level of dry or drought conditions, with most the county classified as extreme or exceptional. The figure following displays the current drought status of North Dakota, including Ward County and the City of Minot.

Figure 2: Current Drought Conditions - July 2017 - North Dakota



Potential Impact of the Hazard

As illustrated by the preceding figure, droughts can affect a large geographic area, and can range in size from a few counties to a few states. Their potential to impact wildlife and agricultural concerns can be enormous. Droughts can kill crops, edible plants and wildlife habitat, and destroy grazing lands and trees. Dead or dying vegetation, a normal result of drought, can then serve as a prime ignition source for wildfires or grass fires.

The impacts of drought directly impact both economic and social stability in the affected area. Impacts do not generally include direct structural damages, but rather focus on the impacts to living things.

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Perhaps the best-known example of the impacts on life and property from drought is the Dust Bowl. The phenomenon was caused by severe drought coupled with decades of poor farming and land management practices. Deep plowing of the virgin topsoil of the Great Plains killed the natural grasses that normally kept the soil in place and trapped moisture even during periods of drought and high winds. This led to widespread crop failure throughout the Great Plains, including throughout North Dakota.

During the Dust Bowl period, impressive drought-related research was carried out by the USDA, State Agricultural Experiment Station Systems, and agricultural colleges and universities. Notable accomplishments were technologies for soil erosion control, soil moisture conservation, higher yielding grain varieties, improved fertilizers, and better farm management.

When drought struck again in the early 1950s, the impact was much less severe. The widespread financial distress, interstate migration, and regional disruption characteristic of the Dust Bowl era were largely absent. Although comparable in meteorological severity (even if not spatially uniform) the impact was moderated by the trends in adjustment, as well as by improved farm prices and a healthy economy. Again, attention was directed to drought adjustment and research. Strong emphasis was placed on water conservation and augmentation, weather modification research, weather prediction and control, groundwater recharge, irrigation and river basin development, increasing runoff, evaporation control, desalination, phreatophyte control, and irrigation canal lining.

The worst drought since the Dust Bowl years affected at least 35 states – including North Dakota - during the summer of 1988 and into 1989. In some areas, the lack of rainfall dated back to 1984. In 1988, rainfall totals over the Midwest, Northern Plains, and the Rockies were 50-85 percent below normal. Crops and livestock died and some areas became desert. To make matters worse, this event was accompanied by heat waves, which were estimated to kill 4,800-17,000 people, nationwide.

North Dakotans – including those in the City of Minot – are familiar with the impacts of drought. Given the areas dependence on agriculture, a significant drought in the modern era could have equally devastating consequences. Widespread crop failure, livestock death, inadequate drinking water, illness or diseases from inadequate sanitation – these are potential impacts from a widespread or prolonged drought.

Several secondary hazards are often associated with drought. Rural grassland fires increase because of dry vegetation. Reduction in vegetation cover will expose the soil to wind, and dust storms and soil erosion will occur. Because of reduction in flow, the chemical quality of river and lake water will change, and the sediment transport regimes of streams will be altered.

Deterioration in water quality, in turn, results in injury and death to plants and animals. Stagnant pools along river courses will provide favorable habitats for insects, particularly mosquitoes and grasshoppers. Finally, with the return of the rains, the dry and unstable topsoil is vulnerable to gullying and flooding.

Past Occurrences of the Hazard

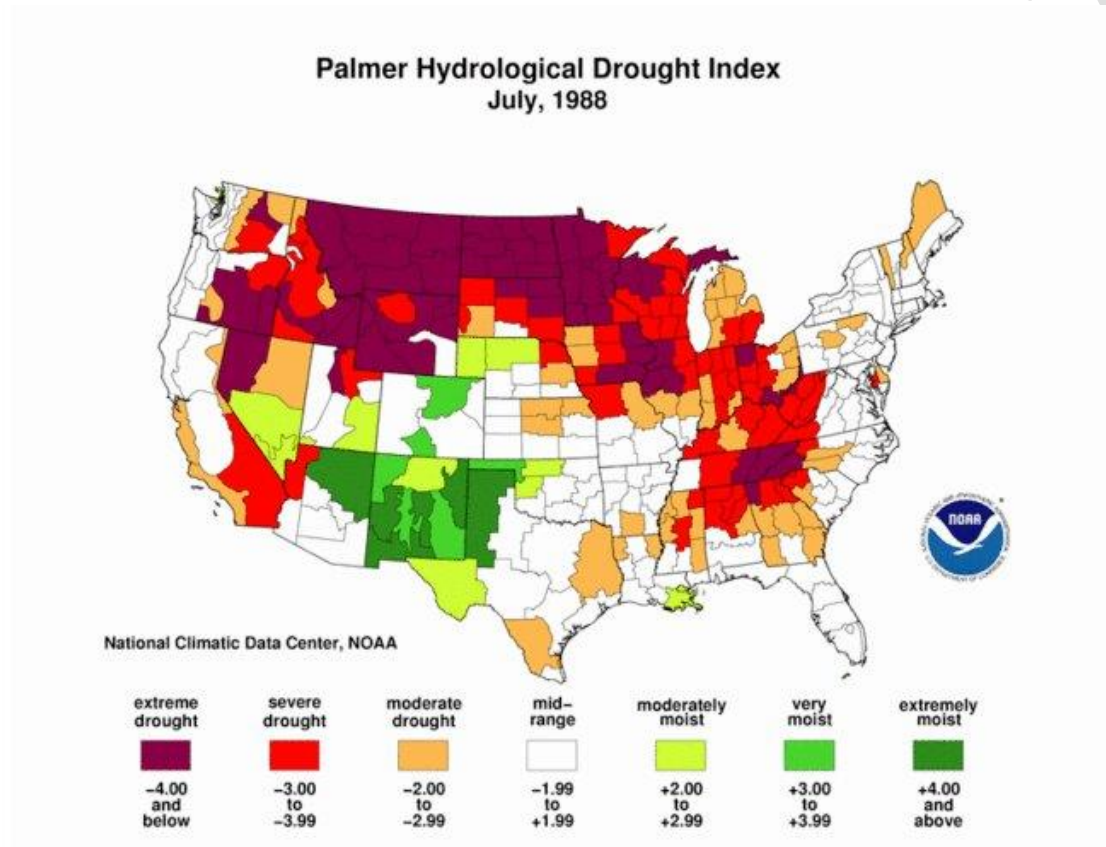
Information obtained from the State Hazard Mitigation Plan (SHMP) indicates that Ward County has a documented history of drought. For the purposes of this Plan, the assumption is made that all jurisdictions within Ward County would have experienced the hazard, including the City of Minot.

The following are some notable occurrences of drought in the vicinity of the planning area. This list is not exhaustive, and includes only those occurrences that were notable.

- 1930s: The decade began with dry years in 1930 and 1931. By 1934, extremely dry conditions were recorded over 80 percent of the US, including most of North Dakota. By the end of the decade, the Great Plains were in extreme drought conditions. As rain continued to elude the area, crops and livestock failed. Exposed topsoil blew away in heat-driven winds, creating dust storms. According to the State Historical Society, thousands of North Dakotans lost their farms, and moved either to cities or towns, while others left the state altogether. One historian cited by the Society estimates that 70 percent of the state's population required one form of public assistance or another, but also notes that most North Dakotans held on, husbanding their resources wherever they could.
- 1950s: This drought, lasting most of the decade, was one of the most severe to impact the Great Plains. A pattern of low precipitation began in 1952 and continued until 1957. According to the USGS, this drought was intensified by the diversion of moisture-laden air masses away from drought-stricken areas by the formation of stronger-than-normal high pressure cells. Ground water throughout the Great Plains declined; in some areas, this decline was measured in tens of feet. Compared to other Great Plains states, North Dakota fared reasonably well during this drought, though significant hardships did occur. The USGS estimated that in 1955, approximately 614,000 acres throughout the State were damaged by wind, resulting in significant erosion. During this period, precipitation ranged from 50 percent to 75 percent of normal throughout North Dakota.
- 1988-1992: Per a report published by the ND State Water Commission, the drought of 1988-1992 was the second most severe drought to occur in North Dakota since 1930. Streams throughout the state had record low flows, and groundwater levels were impacted. These impacts included Rice Lake, which was strongly impacted by the drought. The following figure illustrates the severity of this drought, nationwide.
- 2006: The meteorological summer of June, July, and August 2006 turned out to be the 3rd warmest and 14th driest in state history. Then-Governor John Hoeven issued a statewide agricultural drought emergency declaration in response to drought conditions that continued to deteriorate in southwest and south central portions of North Dakota. Drought declarations were issued in Grant, Hettinger, McIntosh, Sioux and Emmons County. Per the US Drought Monitor, Ward County was in the moderate to severe intensity for the 2006 drought. No deaths or injuries were reported.

- 2012: The 2012 growing season in North Dakota was the 8th warmest and 13th driest on record. By August of 2012, 87 percent of North Dakota was experiencing drought conditions. Twenty counties were classified as being in severe drought. Pasture and range conditions were declining across the state. This prompted Governor Jack Dalrymple to declare an agricultural emergency in North Dakota; Ward County and its municipalities (including Minot) were included in this declaration.

Figure 3: 1988 Drought



In 2017, Ward County and the City of Minot were included in a USDA Farm Service Agency Drought Disaster Declaration. This was also true in 2016 and 2013. This declaration means that emergency loans are available to producers suffering losses in designated counties – including Ward County – and in geographically contiguous counties.

Probability of a Future Occurrence of the Hazard

Based on the available data, drought impacts the planning area at least once every five years, at least since 2000, during which there was at least five occurrences of the hazard. Using the scale provided earlier in this chapter, this equates to a moderate probability of a future occurrence, as the hazard occurs an average of once every four years.

12.3.2.3 Fire

This profile includes both structure and wildfire.

Description of the Hazard

Fire is the rapid oxidation of a material in the chemical process of combustion, releasing heat, light, and various reaction products. Slower oxidative processes like rusting or digestion are not included by this definition. The flame is the visible portion of the fire and consists of glowing hot gases. If hot enough, the gases may become ionized to produce plasma. Depending on the substances alight, and any impurities outside, the color of the flame and the fire's intensity might vary.

Fire in its most common form can result in conflagration, which has the potential to cause physical damage through burning. Fire is an important process that affects ecological systems across the globe. The positive effects of fire include stimulating growth and maintaining various ecological systems. Fire has been used by humans for cooking, generating heat, signaling, and propulsion purposes. The negative effects of fire include decreased water purity, increased soil erosion, an increase in atmospheric pollutants and an increased hazard to human life.

Wildfires, also known as a wild land fire, are any fire that occurs on grassland, forest or prairie, regardless of ignition source, damages or benefits. Wildfires are usually a naturally-occurring phenomenon, though they can be caused by human action – namely arson. A wildfire differs from other fires by its extensive size, the speed at which it can spread out from its original source, its potential to change direction unexpectedly, and its ability to jump gaps such as roads, rivers and fire breaks. Wildfires are characterized in terms of the cause of ignition, their physical properties such as speed of propagation, the combustible material present, and the effect of weather on the fire.

Structures fires are considered a man-made hazard, in that their origins often arise from human activity and be fueled by dense development. (For the purposes of this hazard profile, structures fires are assumed to be accidental and their consequences unintended.)

Location of the Hazard

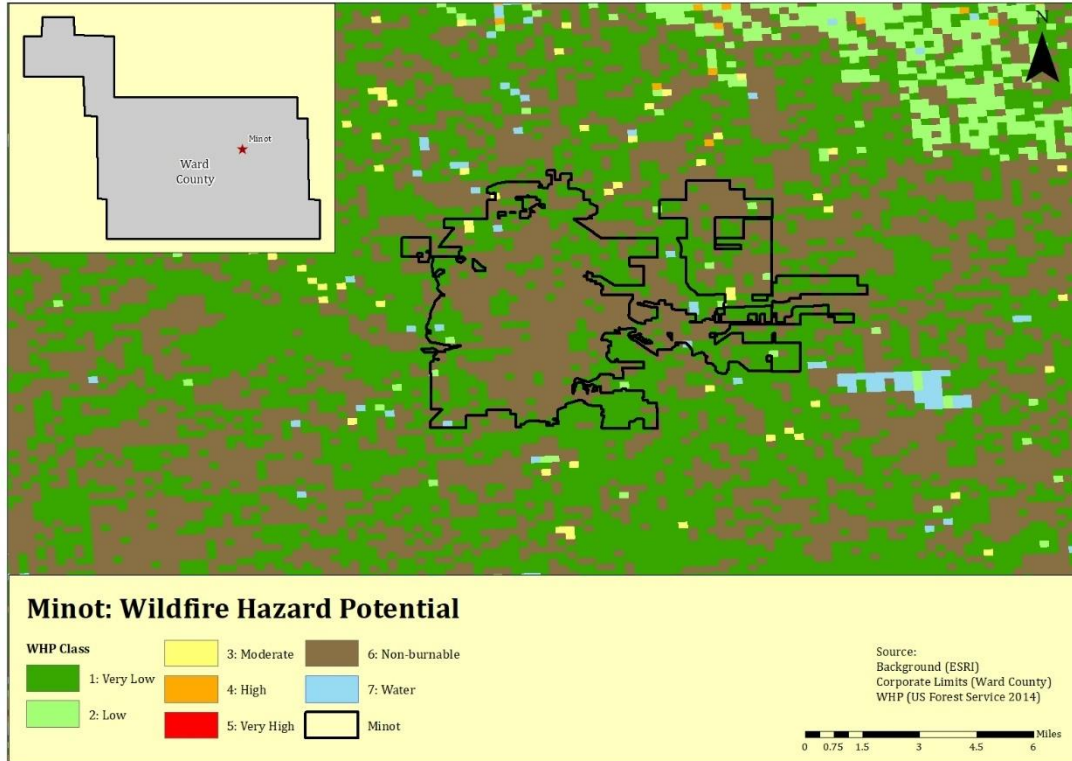
While fire is a hazard that can occur anywhere, some areas are more prone to fire than others. Structure fires can and do occur anywhere that a structure exists. Wildfires can occur anywhere that burnable vegetation exists.

The US Forest Service has an assessment product available, called the Wildfire Hazard Potential. This product provides an overview assessment of the areas within a defined area that have the potential to experience wildland fire, the following figure illustrates the wildfire hazard potential for the City of Minot, as defined by the US Forest Service. According to this assessment, most areas within the City are designated as either water, non-burnable, or very low potential, with very small portions that fall into low hazard areas.

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Note that the areas designated as ‘non-burnable’ in the figure are predominantly either developed or agricultural land, and that they are subject to other types of fire. By definition of the US Forest Service, however, they are outside of the wildland fire potential area.

Figure 4: City of Minot Wildfire Hazard Potential



Extent and Severity of the Hazard

The National Fire Danger Rating System (NFDRS) is a set of computer programs and algorithms that allow land management agencies to estimate fire danger for a given rating area. NFDRS characterizes fire danger by evaluating the approximate upper limit of fire behavior in a fire danger rating area during a 24-hour period. Calculations of fire behavior are based on fuels, topography and weather. NFDRS output give relative ratings of the potential growth and behavior of any wildfire. Fire danger ratings are guides for initiating presuppression activities and selecting the appropriate level of initial response to a reported wildfire in lieu of detailed, site- and time-specific information.

The following table details the NFDRS, from the US Forest Service’s Wildland Fire Assessment System.

Rating	Basic Description	Detailed Description
CLASS 1: Low Danger (L) COLOR CODE: Green	Fires not easily started	Fuels do not ignite readily from small firebrands. Fires in open or cured grassland may burn freely a few hours after rain, but wood fires spread slowly by creeping or smoldering and burn in irregular fingers. There is little danger of spotting.

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Rating	Basic Description	Detailed Description
CLASS 2: Moderate Danger (M) COLOR CODE: Blue	Fires start easily and spread at a moderate rate	Fires can start from most accidental causes. Fires in open cured grassland will burn briskly and spread rapidly on windy days. Woods fires spread slowly to moderately fast. The average fire is of moderate intensity, although heavy concentrations of fuel – especially draped fuel -- may burn hot. Short-distance spotting may occur, but is not persistent. Fires are not likely to become serious and control is relatively easy.
CLASS 3: High Danger (H) COLOR CODE: Yellow	Fires start easily and spread at a rapid rate	All fine dead fuels ignite readily and fires start easily from most causes. Unattended brush and campfires are likely to escape. Fires spread rapidly and short-distance spotting is common. High intensity burning may develop on slopes or in concentrations of fine fuel. Fires may become serious and their control difficult, unless they are hit hard and fast while small.
CLASS 4: Very High Danger (VH) COLOR CODE: Orange	Fires start very easily and spread at a very fast rate	Fires start easily from all causes and immediately after ignition, spread rapidly and increase quickly in intensity. Spot fires are a constant danger. Fires burning in light fuels may quickly develop high-intensity characteristics - such as long-distance spotting - and fire whirlwinds, when they burn into heavier fuels. Direct attack at the head of such fires is rarely possible after they have been burning more than a few minutes.
CLASS 5: Extreme (E) COLOR CODE: Red	Fire situation is explosive and can result in extensive property damage	Fires under extreme conditions start quickly, spread furiously and burn intensely. All fires are potentially serious. Development into high-intensity burning will usually be faster and occur from smaller fires than in the Very High Danger class (4). Direct attack is rarely possible and may be dangerous, except immediately after ignition. Fires that develop headway in heavy slash or in conifer stands may be unmanageable while the extreme burning condition lasts. Under these conditions, the only effective and safe control action is on the flanks, until the weather changes or the fuel supply lessens.

Wildfire is a hazard with a somewhat unpredictable nature. While it is at least somewhat possible to determine the areas that may be subject to experiencing wildfire, it is not possible to determine in advance how or where a wildfire will begin. Only the conditions for a wildfire can be predicted with any accuracy.

Structure fires are often described in terms of the number of ‘alarms’ required to suppress it. The number of alarms indicates the level of response from the fire department required to extinguish the fire. The level of response is typically measured in terms of the number of firefighters and equipment called to a scene.

Potential Impact of the Hazard

Though often a naturally occurring phenomenon, wildfires can devastate wooded or grassland areas by burning the natural resources of the area and disrupting habitat. In addition to the destruction of valuable forestland and the impacts on the economy through the loss of this important natural resource, wildfires seriously threaten countless rural structures and equipment daily. Millions of dollars' worth of property and crops can be severely threatened by wildfire, but damage can be minimized by timely and effective wildfire suppression.

Structure fires have the potential for similar impacts in more developed areas, where there are more structures and more people in closer proximity. If not suppressed in time, fires can spread from one structure to another, endangering many people.

The increasing cost of natural gas and fuel oil has caused families to utilize alternate heating methods during colder months. Thus, the use of space heaters, fireplaces, and wood burning stoves has increased the structure fire hazard. Portable LP (propane) gas or kerosene heaters with self-contained fuel supplies can be hazardous appliances, even when used per the manufacturer's instructions, as their open flame design is a potential fire hazard. Fuel leaks can result in explosions, and vapors are a source of indoor air pollution, which is unhealthy for residents of the structure. Wood burning stoves can also be a point of ignition, if the stove or chimney is incorrectly installed or maintained.

Past Occurrences of the Hazard

Minot has both a City Fire Department and a Rural Fire Department. Based on data obtained from the National Reporting System, the City of Minot has experienced 277 structure fires from January 2008 and December 2012, an average of 55.4 structure fires per year. For this same time period, 310 wildland fires were responded to, an average of 62 per year. Since 2013, the following occurrences were recorded:

- 2013: 21 structure fires, 29 vehicle fires, and 14 other fires (City); four structure fires, nine vehicle fires, and five other fires (Rural) (total of 82 occurrences);
- 2014: 29 structure fires, 17 vehicle fires, and 17 other fires (City); no reports from Rural (total of 63 occurrences);
- 2015: 18 structure fires, 13 vehicle fires, 18 other fires (City); nine structure fires, nine vehicle fires, one other fire (Rural) (total of 68 occurrences); and
- 2016: 16 structure fires, 19 vehicle fires, 26 other fires (City); seven structure fires, seven vehicle fires, three other fires (Rural) (total of 78 occurrences).

From 2013 to 2016, the City experienced 291 fires. This equates to an average of 72.75 fires per year. From 2008 to 2016, the City experienced a total of 878 fires, for an average of 109.75 fires per year for the period of record.

Probability of a Future Occurrence of the Hazard

From 2008 through 2016, there were 370 structure fires in and around the City of Minot. This equates to an annualized occurrence rate of slightly more than 46 fires every year. Using the scale provided earlier in this chapter, the probability of a future occurrence is high, as there is an occurrence at least once per year.

12.3.2.4 Flood

This profile includes references to both the current effective Flood Insurance Rate Maps (FIRMs) and the Preliminary Digital Flood Insurance Rate Maps (Preliminary DFIRMs), which are not yet effective and have not yet been adopted, but are expected to be during the life cycle of this plan.

Description of the Hazard

Floods are naturally occurring events. Excess water from snowmelt, rainfall, or dam release (controlled or uncontrolled) accumulates and either overflows onto banks or backs up into adjacent floodplains.

The National Flood Insurance Program (NFIP) defines flood in the following way:

A general and temporary condition of partial or complete inundation of two or more acres of normally dry land area or of two or more properties from overflow of inland or tidal waters, from unusual and rapid accumulation or runoff of surface waters from any source, or from mudflow.

This hazard profile considers flooding from all relevant sources. The Committee determined that all sources of flooding should be treated in the same profile, as the effect on the area was generally the same, regardless of the source of origin of the flood. Flooding sources considered include:

- Snowmelt;
- Dam failure; and
- Excessive rain events.

Regional Hydrology Discussion

To understand the flood hazard, it is important to understand the larger hydrology of the region.

Much of North Dakota's terrain was shaped by glacial activity. The path of the Missouri River parallels the approximate limit of continental glaciers. Glaciers scoured much of the northeastern two-thirds of the state and then buried it under glacial debris, leaving a band of rich, black soil behind. The southwestern third of the state was largely unaffected by glaciers and has a more rugged, bedrock-controlled topography.

Ward County straddles the transition between the glacial flattened terrain and the relatively rougher terrain of the Missouri escarpment. Rivers north of the Missouri escarpment (the Souris, the Des Lacs, and the Sheyenne) flow northward to Canada via the Nelson River to Hudson Bay. The Missouri River drains southward into the Mississippi River and eventually to the Gulf of Mexico.

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The Souris (or Mouse) River originates in the Yellow Grasslands Marshes north of Weyburn, Saskatchewan, Canada and flows southeast, crossing into North Dakota, passing through Ward County and then looping back north into Canada to eventually flow into the Assiniboine River near Brandon, Manitoba. The river has four reservoirs on it that controls or regulates flow and runoff by the system. The reservoirs are regulated by an international agreement. The Des Lacs River flows south through Ward County to converge with the Souris River at a point six miles northwest of the City of Minot.

The Souris River originates in southeastern Saskatchewan and flows southeasterly to enter North Dakota near the northwestern corner of Renville County. From this point, it continues to flow in a southeasterly direction through the city of Minot in Ward County to Velva in McHenry County where its course changes to the northeast until it re-enters Canada west of the Turtle Mountains in north-central Bottineau County. The Souris River drains portions of Saskatchewan, Montana, North Dakota, and Manitoba. In North Dakota, the area drained by the Souris is 9,112 mi². Stream length in the state is 357 river miles.

In North Dakota above Minot, the Souris River Valley is comparatively straight with a fairly constant width of about one-half mile. Throughout this 64-mile reach of the river, valley walls rise sharply 100 feet or more to broad, comparatively level benches. Between Minot and Verendrye, the valley displays the same general characteristics; however, it is wider in places and has benches which are somewhat lower and more broken. Below Verendrye, the north-side bench diminishes to low ridge and the lands toward Bantry and Upham tend to merge with the valley. The channel of the Souris River follows a meandering course, averaging slightly less than 100 feet wide and 15 to 25 feet deep, and meanders such that the total length of the channel is approximately twice the length of the valley through which it flows.

Flooding also occurs along Puppydog Creek, flooding properties in the Green Acres area several times per year. This drainage area, along with the first and second Larson Coulees drain into the Souris River and add to the flow of the Mouse River.

Principle tributaries above Minot are the Des Lacs River, which enters the Souris River approximately seven miles north of Minot near Burlington; Moose Creek, which receives runoff from the Moose Mountains in Canada; and Long Creek. Of these three streams, only the Des Lacs River, which rises just north of the US-Canada boundary, enters the Souris River in North Dakota. Gassman coulee also contributes a large flow to the Mouse River.

Other important tributaries outside the Souris River 'Loop' include the Wintering River, which flows through southern McHenry County, and Willow Creek, which arises in the Turtle Mountains and flows in a southwesterly direction to its confluence with the Souris River about eight miles east of Upham. The interior of the Souris River 'Loop' is drained principally by a single stream system, the Deep River. Principal tributaries of the Deep River are Cut Bank Creek (north), Little Deep Creek, and Cut Bank Creek (south).

Erosion

For the 2017 update, the Committee directed that erosion would be briefly discussed in the flood profile.

Erosion is the wearing away of the land surface by the action of water, ice, or wind. As a result, valuable topsoil can be lost, diminishing soil health and productivity. While erosion is a natural process, cultivation of the prairie and the dominance of annual crops have significantly sped up soil loss. According to North Dakota State University, North Dakota's soil loss to erosion is 4.7 tons of soil per acre per year. To put that amount in perspective. Five tons of soil across an acre of land equals the thickness up a dime. While this amount is probably not noticeable over a single year, it quickly adds up after several years of occurrence.

Stormwater runoff is a significant cause of erosion in North Dakota. Stormwater runoff occurs when precipitation from rain and snowmelt flows over land (or impervious surfaces) and does not percolate into the ground. The resulting erosion is a natural process that can have significant impacts, including:

- Reduced soil quality;
- Reduced water quality;
- Negative impacts to wildlife (habitat damage or destruction, fish kills);
- Negative impacts to infrastructure (siltation of waterways, clogged ditches and drains);
- Increases in flood intensity; and
- Economic impacts (higher water treatment costs, loss of soil productivity, damaged infrastructure, flood damages).

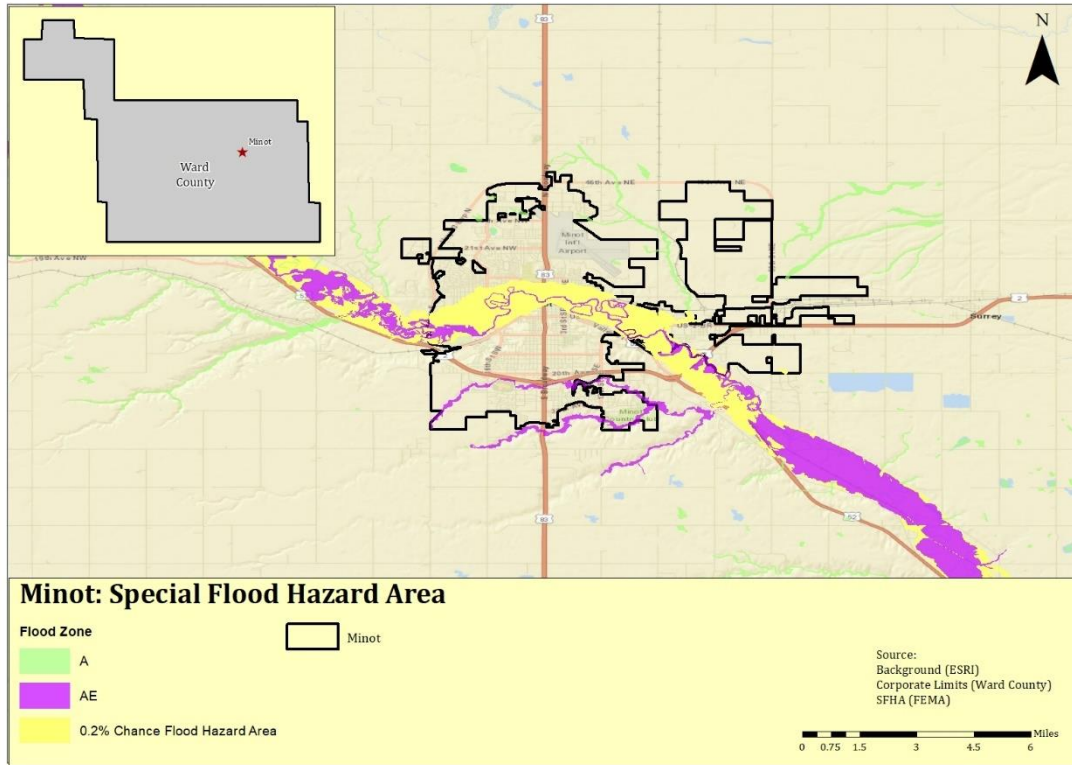
While erosion is a natural function, it can lead to severe increases in the effects of flooding, as well as unpredictable flood pathways.

Location of the Hazard

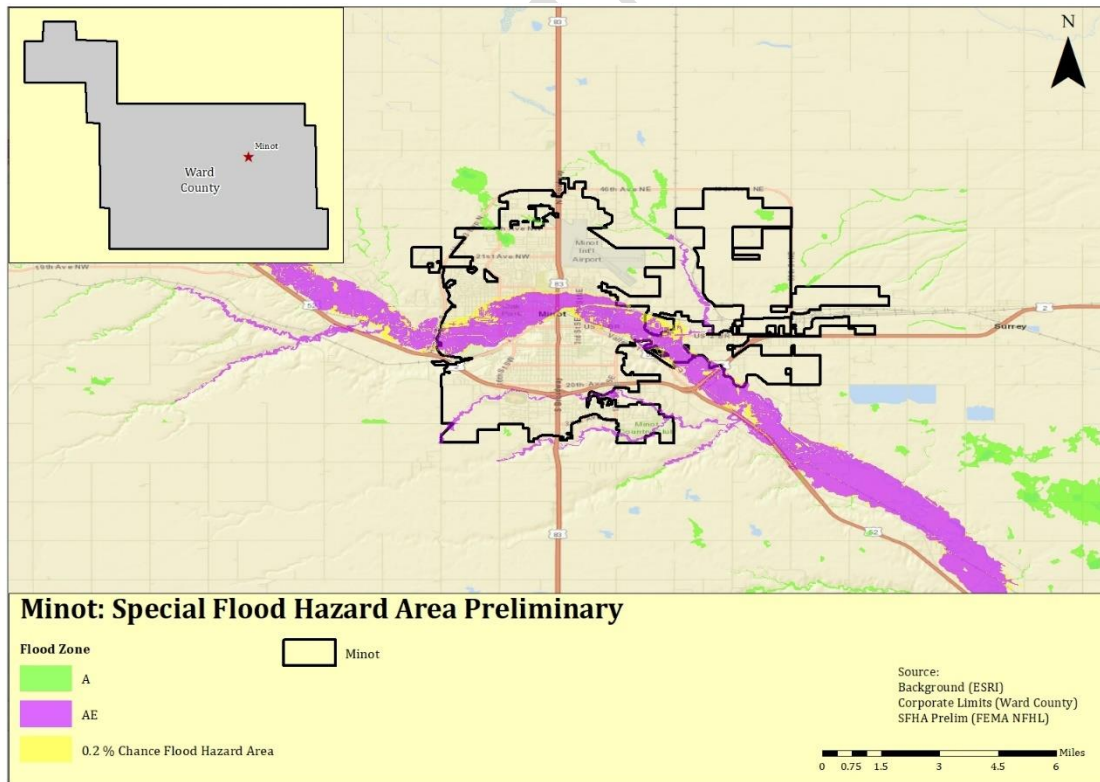
The City of Minot has significant FEMA-identified or mapped Special Flood Hazard Areas (SFHAs) within its corporate limits. This status will continue after the adoption of the Preliminary DFIRMs for the City of Minot. Both of these maps are shown in the figures following. The number of structures in the SFHA will increase to over 3,200 with the implementation of the new maps, due to the increase the in 1% flood event going from 5,000 cfs to 10,000 cfs.

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670 Figure 5: City of Minot Special Flood Hazard Area (Official)



671
672 Figure 6: City of Minot Special Flood Hazard Area (Preliminary)



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Extent and Severity of the Hazard

In support of the NFIP, FEMA identifies those areas that are more vulnerable to flooding by producing Flood Hazard Boundary Maps (FHBM), Flood Insurance Rate Maps (FIRM), and Flood Boundary and Floodway Maps (FBFM). Several areas of flood hazards are commonly identified on these maps. One of the areas identified in the Special Flood Hazard Area (SFHA), which is a high-risk area defined as any land that would be inundated by a flood having a 1 percent chance of occurring in any given year (also known as the base flood). The flood zone designations are defined and described in the table below.

Table 8: FEMA Flood Zone Designations & Descriptions

Zone Designation	Percent Annual Chance of Flood	Description
Zone V	1 percent	Areas along coasts subject to inundation by the 1 percent annual chance of flooding with additional hazards associated with storm-induced waves. Because hydraulic analyses have not been performed, no BFEs or flood depths are shown.
Zones VE and V1-30	1 percent	Areas along coasts subject to inundation by the 1 percent annual chance of flooding with additional hazards associated with storm-induced waves. BFEs derived from detailed hydraulic analyses are shown within these zones. (Zone VE is used on new and revised maps in place on Zones V1-30.)
Zone A	1 percent	Areas with a 1 percent annual chance of flooding and a 26 percent chance of flooding over the life of a 30-year mortgage. Because detailed analyses are not performed for such areas, no depths or base flood elevations are shown within these areas.
Zone AE	1 percent	Areas with a 1 percent annual chance of flooding and a 26 percent chance of flooding over the life of a 30-year mortgage. In most instances, base flood elevations derived from detailed analyses are shown at selected intervals within these zones.
Zone AH	1 percent	Areas with a 1 percent annual chance of flooding where shallow flooding (usually areas of ponding) can occur with average depths between one and three feet.
Zone AO	1 percent	Areas with a 1 percent annual chance of flooding, where shallow flooding average depths are between one and three feet.
Zone X (shaded)	0.2 percent	Represents areas between the limits of the 1 percent annual chance flooding and 0.2 percent chance flooding.
Zone X (unshaded)	Undetermined	Areas outside of the 1 percent annual chance floodplain and 0.2 percent annual chance floodplain, areas of 1 percent annual chance sheet flow flooding where average depths are less than one (1) foot, areas of 1 percent annual chance stream flooding where the contributing drainage area is less than one (1) square mile, or areas protected from the 1 percent annual chance flood by levees. No Base Flood Elevation or depths are shown within this zone.

In addition, the National Weather Service (NWS) issues official watches and warnings, to alert those that may be at risk from potential flooding. The table defines the terms used by the NWS in these watches and warnings.

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689 *Table 9: NWS Flood Watch & Warning Terminology*

Term	Definition
Flood Potential Outlook	In hydrologic terms, a NWS outlook that is issued to alert the public of potentially heavy rainfall that could send area rivers and streams into flood or aggravate an existing flood
Flood Watch	Issued to inform the public and cooperating agencies that current and developing hydrometeorological conditions are such that there is a threat of flooding, but the occurrence is neither certain nor imminent.
Flood Warning	In hydrologic terms, a release by the NWS to inform the public of flooding along larger streams in which there is a serious threat to life or property. A flood warning will usually contain river stage (level) forecasts.
Flood Statement	In hydrologic terms, a statement issued by the NWS to inform the public of flooding along major streams in which there is not a serious threat to life or property. It may also follow a flood warning to give later information.
Flash Flood Watch	Issued to indicate current or developing hydrologic conditions that are favorable for flash flooding in and close to the watch area, but the occurrence is neither certain or imminent.
Flash Flood Warning	Issued to inform the public, emergency management and other cooperating agencies that flash flooding is in progress, imminent, or highly likely.
Flash Flood Guidance	Forecast guidance produced by the River Forecast Centers, often model output, specific to the potential for flash flooding (e.g., how much rainfall over a given area will be required to produce flash flooding).
Flash Flood Statement	In hydrologic terms, a statement by the NWS which provides follow-up information on flash flood watches and warnings.

690
691 Ward County has a series of naturally occurring coulees that channel water towards the Souris and Des
692 Lacs Rivers. Flows of water through these coulees have measured three feet or more during localized
693 heavy rain (6-9 inches in 3 hours). This type of flooding has washed out roads, breached culverts and
694 damaged bridges. Adding to these phenomena, as the water flows down through the coulees it picks up a
695 great deal of debris and deposits it into the river, compounding the flood hazard.

697 **Flood Control and the National Flood Insurance Program**

698 North Dakota has long recognized that good floodplain management involves the utilization of a variety
699 of tools to reduce the impact of flood disasters. It is also recognized that a balance must be reached
700 between the four aspects of floodplain management which are: structural works designed to modify the
701 flood itself, regulatory functions which may reduce susceptibility to flooding, emergency preparedness
702 actions which may reduce susceptibility to flooding, and emergency preparedness actions which minimize
703 a flood's effects during a flood event.

704
705 Flood control development had its beginning with the Flood Control Act of 1936. This act provided a basic
706 plan and an authorized program for the control of water resources. In the early 1940s, the North Dakota
707 State Water Commission cooperated with the federal agencies to plan and engineer the overall program
708 for North Dakota.

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The US Army Corps of Engineers occupies one of the major roles in flood control planning and construction. Two reservoirs built by the US Soil Conservation Service have contributed materially to flood control by the construction of watershed projects in North Dakota. These watershed projects include channel work and flood retention structures. In such projects, the Soil Conservation District has the responsibility for ensuring that 50 percent of the farms above a structure are under a basic conservation plan.

Canadian reservoirs, such as the Alameda Dam, also reduce flow and provides flood control protection for Minot. The Alameda Dam was constructed in 1994 to control flows on the Moose Mountain Creek and Souris River.

The Federal Disaster Protection Act of 1973 requires state and local governments to participate in the National Flood Insurance Program (NFIP) as a condition to the receipt of any federal loan or grant for construction projects in identified and mapped flood prone areas.

Participation in the NFIP requires communities to adopt floodplain regulations that meet NFIP objectives, which are: New buildings must be protected from flooding damages that occur as a result of the 1 percent annual chance flood, and new development must not cause an increase in flood damages to other property.

Communities have been aided through passage, in 1981, of the state's first Floodplain Management Act which directed the State Engineer to aid local governments to reduce flood damages through sound floodplain management. As a start, the state legislature provided the State Engineer with an appropriation to be used in assisting communities to obtain base flood (1 percent annual chance flood) elevation data.

NFIP Membership and Repetitive Loss Properties

The City of Minot is currently a member of the NFIP in good standing, and is a member of the NFIP's Community Rating System (CRS) Program. Minot joined the CRS in 2016, and is a Class 8 community as of April 1, 2017. In addition, there are two designated Repetitive Loss properties within the City of Minot, all of which are residential structures.

Past Occurrences of the Hazard

Since 1936, Lake Darling Reservoir, owned and operated by the US Fish and Wildlife Service, has been a major factor in reducing damages in the Souris River Valley by controlling several small floods. The protection provided by the reservoir reduced concern about flooding and numerous residential and commercial developments were constructed at Minot in the river's floodplain. A major flood occurred in the Souris River Basin in 1969, which greatly impacted the region – specifically the City of Minot.

More recently, in 2011, the basin was again inundated with severe flooding, resulting in hundreds of millions of dollars in damages throughout the valley. The stage was set for flooding in the summer of

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2010, with above normal precipitation levels and saturated soil conditions. In the fall of 2010, the National Weather Service began issuing flood predictions for the following late winter/spring.

The first flood warning on the Souris (Mouse) River was issued on February 17, 2011, in response to high releases at Lake Darling, which were needed to create more storage space. In March 2011, forecasts were issued for significant runoff above the Canadian Rafferty and Alameda dams (in the Mouse River Basin). Eventually so much water entered these dams that they began an 'inflows must match outflows' period, to prevent the reservoirs from overflowing. This led to extensive flooding along the Souris (Mouse) River, including in the City of Minot. By the time floodwaters in Minot receded in July 2011, the Souris (Mouse) River in Minot crested more than three feet above the previous record, 4,100 structures were inundated, and more than 12,000 people had been evacuated.

As of July 2017, FEMA had approved almost \$96 million in grant assistance to individuals and families affected by the flooding, and more than \$229 million in assistance for repairs to public buildings and infrastructure. The vast majority of this assistance was obligated to Minot and Ward County.

NCEI contains records of another eight heavy rain/flood events that have impacted the City since 1998, as well as records of the 2011 flood event. Of these eight records, six were flash flood events and two were heavy rain events.

No other flood events were found or reported for the City of Minot.

Probability of a Future Occurrence of the Hazard

Based on the available data, flooding occurs less than once year in the City of Minot, with an annualized average of .57 flood events per year (based on a 19-year period of record). Therefore, using the scale provided earlier in this chapter, the probability of a future occurrence of the hazard is moderate.

12.3.2.5 Severe Summer Storms

This hazard profile includes the following elements of severe summer storms: extreme heat, hail, lightning, tornadoes, and thunderstorms.

Description of the Hazard

Extreme Heat

Extreme heat is defined as summertime weather that is substantially hotter and/or more humid than average for a location at that time of year. Extreme heat conditions can increase the incidence of mortality and morbidity in affected populations.

Hail

Hail is defined as falling ice, roughly round in shape and at least 0.2 inches in diameter. Hail develops in the upper atmosphere as ice crystals that are bounced about by high velocity updraft winds; the ice crystals accumulate frozen droplets and fall after developing enough weight. The size of hailstones varies

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and is a direct consequence of the severity and size of the storm that produces them – the higher the temperatures at the Earth’s surface, the greater the strength of the updrafts and the amount of time hailstones are suspended, the greater the size of the hailstone.

Lightning

Lightning is an atmospheric discharge of electricity accompanied by thunder, which typically occurs during thunderstorms, and sometimes during volcanic eruptions or dust storms. In the atmospheric electrical discharge, a leader of a bolt of lightning can travel at speeds of 130,000 MPH, and can reach temperatures approaching 54,000°F, hot enough to fuse silica sand into glass. There are some 16 million lightning storms in the world every year.

Lightning rapidly heats the air in its immediate vicinity to about 36,000°F - about three times the temperature of the surface of the sun. This compresses the surrounding air and creates a supersonic shock wave, which decays to an acoustic wave that is heard as thunder.

Some lightning strikes exhibit particular characteristics; scientists and the general public have given names to these various types of lightning. The lightning that is most-commonly observed is streak lightning. This is nothing more than the return stroke, the visible part of the lightning stroke. Most lightning occurs inside a cloud and is not observed during a thunderstorm.

Tornadoes

The most destructive of all atmospheric phenomena, tornadoes are violently rotating columns of air. These columns extend between and in contact with a cloud and the Earth’s surface. The most violent tornadoes have rotational wind speeds of 250 MPH; in extreme cases, rotational wind speeds may approach 300 MPH. Tornadoes are often produced by severe thunderstorms.

Thunderstorms

Thunderstorms are caused by an atmospheric imbalance from warm unstable air rising rapidly into the atmosphere. Thunderstorms are a unique threat because of their complex nature. Multiple hazards are present within a single system. Strong winds, rain, and hail can accompany large thunderstorm systems. Lightning, which occurs during all thunderstorms, can strike anywhere. Generated by the buildup of charged ions in a thundercloud, the discharge of a lightning bolt interacts with the best conducting object or surface on the ground. The air channel of a lightning strike can reach temperatures higher than 50,000°F. The National Weather Service defines a severe thunderstorm as a thunderstorm that produces ¾ inch hail or larger in diameter and/or produces winds that equal or exceed 58 MPH.

Location of the Hazard

Severe summer storms are a non-spatial hazard, and can occur anywhere in the City of Minot.

Extent and Severity of the Hazard

Severe summer storms have a wide range of extent and severity markers and characteristics.

Extreme Heat

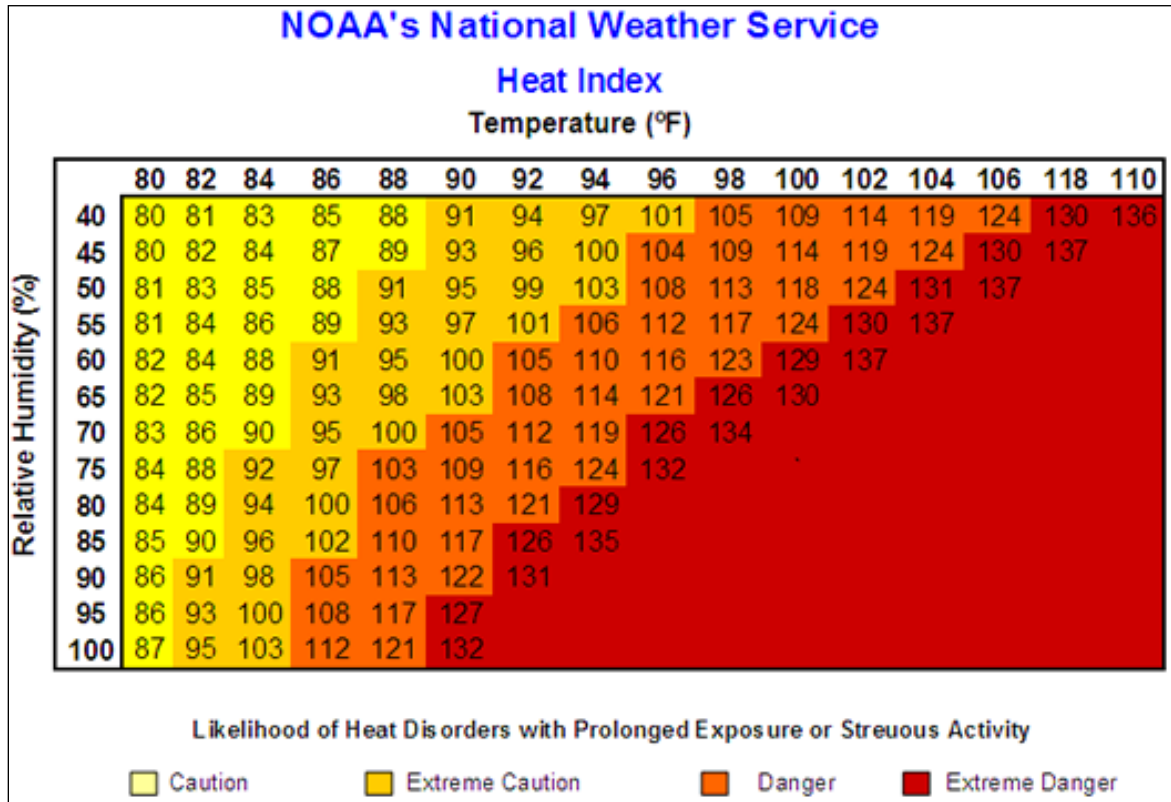
The National Weather Service (NWS) issues a range of watches and warnings associated with extreme heat, as illustrated below:

- **Excessive Heat Outlook:** when the potential exists for an excessive heat event in the next 3 to 7 days. An outlook is used to indicate that a heat event may develop. It is intended to provide information to those who need considerable lead time to prepare for the event, such as public utilities, emergency management and public health officials.
- **Excessive Heat Watch:** when conditions are favorable for an excessive heat event in the next 12 to 48 hours. A watch is used when the risk of a heat wave has increased, but its occurrence and timing is still uncertain. It is intended to provide enough lead time so those who need to set their plans in motion can do so, such as established individual city excessive heat event mitigation plans.
- **Excessive Heat Warning/Advisory:** when an excessive heat event is expected in the next 36 hours. These products are issued when an excessive heat event is occurring, is imminent, or has a very high probability of occurrence. The warning is used for conditions posing a threat to life or property. An advisory is for less serious conditions that cause significant discomfort or inconvenience and, if caution is not taken, could lead to a threat to life and/or property.

The NWS also developed the Heat Index (HI). The HI is sometimes referred to as the 'apparent temperature.' The HI, given in degrees F, is a measure of how hot it really feels when relative humidity (RH) is added to the actual air temperature. To find the HI, NWS uses the Heat Index Chart, found in the figure below. As an example, if the air temperature is 96°F (found on the top of the table) and the RH is 65 percent (found on the left of the table), the HI - or how hot it really feels - is 121°F. This is the intersection of the 96°F column and the 65 percent row.

Since HI values were devised for shady, light wind conditions, exposure to full sunshine can increase HI values by up to 15°F. Also, strong winds, particularly with very hot, dry air, can be extremely hazardous. Note the shaded zone above 105°F on the Heat Index Chart. This corresponds to a level of HI that may cause increasingly severe heat disorders with continued exposure and/or physical activity.

865 Figure 7: NWS Heat Index Chart



866
867

868 Recent research has shown that a heat index threshold does not fully account for a variety of factors
869 which impact health including the impact of consecutive stressful days on human health, the time of year,
870 or the location where excessive heat events occur. For example, studies indicate large urban areas are
871 particularly sensitive to heat early in the summer season. Based on this research, NOAA/NWS has
872 supported the implementation of new Heat Health Watch/Warning System (HHWS) that its forecasters
873 use as guidance in producing their daily warning and forecast products.

874

875 Hail

876 The National Oceanic and Atmospheric Administration (the parent agency for the NWS) and the
877 Tornado and Storm Research Organization (TORRO) both created Hailstorm Intensity Scales. The table
878 below provides details of these scales.

879

880 Table 10: Hailstorm Intensity Scale

Size Code	Intensity Category	Typical Hail Diameter	Approximate Size	Typical Damage Impacts
H0	Hard Hail	Up to 0.33"	Pea	No damage
H1	Potentially Damaging	0.33" – 0.60"	Marble or mothball	Slight damage to plants and crops

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Size Code	Intensity Category	Typical Hail Diameter	Approximate Size	Typical Damage Impacts
H2	Potentially Damaging	0.60" – 0.80"	Dime or grape	Significant damage to fruit, crops and vegetation
H3	Severe	0.80" – 1.20"	Nickel to quarter	Severe damage to fruit and crops, damage to glass and plastic structures, paint and wood scored
H4	Severe	1.20" – 1.60"	Half dollar to ping pong ball	Widespread glass damage, vehicle body damage
H5	Destructive	1.60" – 2.0"	Silver dollar to golf ball	Wholesale destruction of glass, damage to tiled roofs, significant risk of injuries
H6	Destructive	2.0" – 2.4"	Lime or egg	Aircraft body dented, brick walls pitted
H7	Very Destructive	2.4" – 3.0"	Tennis ball	Severe roof damage, risk of serious injuries
H8	Very Destructive	3.0" – 3.5"	Baseball to orange	Severe damage to aircraft body
H9	Super Hailstorms	3.5" – 4.0"	Grapefruit	Extensive structural damage, risk of severe or fatal injuries to persons caught in the open

881

882 **Lightning**

883 The following are descriptions of various terms used to describe lightning, both scientific and common
884 usage:

885

- 886 • **Cloud-to-Ground Lightning.** This is the best known and second most common type of lightning. Of
887 all the different types of lightning, it poses the greatest threat to life and property since it strikes
888 the ground. Cloud-to-ground lightning is a lightning discharge between a cumulonimbus cloud
889 and the ground. It is initiated by a leader stroke moving down from the cloud.
- 890 • **Bead Lightning.** Bead lightning is a type of cloud-to-ground lightning which appears to break up
891 into a string of short, bright sections, which last longer than the usual discharge channel. It is
892 relatively rare. Several theories have been proposed to explain it; one is that the observer sees
893 portions of the lightning channel end on, and that these portions appear especially bright.
894 Another is that, in bead lightning, the width of the lightning channel varies; as the lightning
895 channel cools and fades, the wider sections cool more slowly and remain visible longer, appearing
896 as a string of beads.
- 897 • **Ribbon Lightning.** Ribbon lightning occurs in thunderstorms with high cross winds and multiple
898 return strokes. The wind will blow each successive return stroke slightly to one side of the
899 previous return stroke, causing a ribbon effect.

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- **Staccato Lightning.** Staccato lightning is a cloud to ground lightning strike which is a short-duration stroke that appears as a single very bright flash and often has considerable branching.
- **Ground-to-Cloud Lightning.** Ground-to-cloud lightning is a lightning discharge between the ground and a cumulonimbus cloud initiated by an upward-moving leader stroke. It is much rarer than cloud-to-ground lightning. This type of lightning forms when negatively charged ions called the stepped leader rises from the ground and meets the positively charged ions in a cumulonimbus cloud. Then the strike goes back to the ground as the return stroke.
- **Cloud-to-Cloud Lightning.** Lightning discharges may occur between areas of cloud without contacting the ground. When it occurs between two separate clouds it is known as inter-cloud lightning and when it occurs between areas of differing electric potential within a single cloud, it is known as intra-cloud lightning. Intra-cloud lightning is the most frequently occurring type.
- **Heat Lightning.** Heat lightning is a common name for a lightning flash that appears to produce no thunder because it occurs too far away for the thunder to be heard. The sound waves dissipate before they reach the observer.
- **Dry Lightning.** Dry lightning is a term used for lightning that occurs with no precipitation at the surface. This type of lightning is the most common natural cause of wildfires. Pyrocumulus clouds produce lightning for the same reason that it is produced by cumulonimbus clouds. When the higher levels of the atmosphere are cooler, and the surface is warmed to extreme temperatures due to a wildfire, volcano, etc., convection will occur, and the convection produces lightning. Therefore, fire can beget dry lightning through the development of more dry thunderstorms which cause more fires.

The National Weather Service uses a Lightning Activity Level scale to indicate the frequency and character of cloud-to-ground (C/G) lightning, the most common form of lightning on Earth. The scale uses a range of 1 – 6, with 6 being the high end of the scale.

Table 11: Lightning Activity Level

Lightning Activity Level Scale					
Rank	Cloud and Storm Development	Areal Coverage	Counts C/G per 5 Minutes	Counts C/G per 15 Minutes	Average C/G per Minute
1	No Thunderstorms	None	None	None	None
2	Cumulus clouds are common but only a few reach the towering stage. A single thunderstorm must be confirmed in the rating area. The clouds mostly produce virga but light rain will occasionally reach ground. Lightning is very infrequent.	<15 percent	1-5	1-8	<1

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Lightning Activity Level Scale					
Rank	Cloud and Storm Development	Areal Coverage	Counts C/G per 5 Minutes	Counts C/G per 15 Minutes	Average C/G per Minute
3	Cumulus clouds are common. Swelling and towering cumulus cover less than 2/10 of the sky. Thunderstorms are few, but 2 to 3 occur within the observation area. Light to moderate rain will reach the ground, and lightning is infrequent.	15 percent to 24 percent	6-10	9-15	1-2
4	Swelling cumulus and towering cumulus cover 2-3/10 of the sky. Thunderstorms are scattered but more than three must occur within the observation area. Moderate rain is commonly produced, and lightning is frequent.	25 percent to 50 percent	11-15	16-25	2-3
5	Towering cumulus and thunderstorms are numerous. They cover more than 3/10 and occasionally obscure the sky. Rain is moderate to heavy, and lightning is frequent and intense.	>50 percent	>15	>25	>3
6	Dry lightning outbreak. (LAL of 3 or greater with majority of storms producing little or no rainfall.)	>15 percent	None	None	None

Tornadoes

Tornado wind forces are measured and described according to the Enhanced Fujita Scale (EF Scale). The EF Scale is largely a residential structure damage scale, which tends to have much more standardized construction than commercial structures. The EF Scale considers how most structures are designed, and is thought to be an accurate representation of the surface wind speeds in the most violent tornadoes. The table below illustrates the EF scale.

Table 12: Enhanced Fujita Scale

Enhanced Fujita Category	Wind Speed (mph)	Potential Damage
EF0	65-85	Light damage. Peels surface off some roofs; some damage to gutters or siding; branches broken off trees; shallow-rooted trees pushed over.
EF1	86-110	Moderate damage. Roofs severely stripped; mobile homes overturned or badly damaged; loss of exterior doors; windows and other glass broken.

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Enhanced Fujita Category	Wind Speed (mph)	Potential Damage
EF2	111-135	Considerable damage. Roofs torn off well-constructed houses; foundations of frame homes shifted; mobile homes destroyed; large trees snapped or uprooted; light-object missiles generated; cars lifted off ground.
EF3	136-165	Severe damage. Entire stories of well-constructed houses destroyed; severe damage to large buildings such as shopping malls; trains overturned; trees debarked; heavy cars lifted off the ground and thrown; structures with weak foundations blown away some distance.
EF4	166-200	Devastating damage. Well-constructed houses and whole frame houses completely leveled; cars thrown and small missiles generated.
EF5	>200	Incredible damage. Strong frame houses leveled off foundations and swept away; automobile-sized missiles fly more than 100 m (109 yd); high-rise buildings have significant structural deformation; incredible phenomena will occur.

Thunderstorms

Thunderstorms affect relatively small areas. The typical thunderstorm is 15 miles in diameter and lasts an average of 30 minutes. While Minot is larger than 15 miles in diameter, it is possible for most of the jurisdiction to be impacted by the same thunderstorm at any given time. Despite their small size and relatively short duration, all thunderstorms are potentially dangerous. Of the estimated 100,000 thunderstorms that occur each year in the US, about 10 percent are classified as severe by the NWS. People most at risk from thunderstorms are those who are outdoors, especially under or near tall trees; in or on water; or on or near hilltops.

All assets and people within the City of Minot are at risk from the effects of severe summer storms, and can expect to experience the complete range of the component hazards

Potential Impact of the Hazard

Extreme Heat

On average, more than 1,500 people in the US die each year from extreme heat. This number is greater than the 30-year mean annual number of deaths due to tornadoes, hurricanes, floods and lightning combined. In the 40-year period from 1936 through 1975, nearly 20,000 people were killed in the United States by the effects of heat and solar radiation. In the disastrous heat wave of 1980, more than 1,250 people died. In the heat wave of 1995 more than 700 deaths in the Chicago, IL area were attributed to this event.

Heat-related disorders generally have to do with a reduction or collapse of the body's ability to shed heat by circulatory changes and sweating or a chemical (salt) imbalance caused by too much sweating. When the body heats too quickly to cool itself safely, or when fluid or salt is lost through dehydration or sweating, the body's temperature rises and heat-related illness may develop.

Studies indicate that, other things being equal, the severity of heat disorders tend to increase with age. Conditions that cause heat cramps in a 17-year-old may result in heat exhaustion in a 40-year-old and heat stroke in a person over 60.

Sunburn, with its ultraviolet radiation burns, can significantly impair the skin's ability to shed excess heat.

Hail

Hail typically impacts property by damaging structures, cars, and utilities as it falls. Dents in cars, broken glass, and holes in roofs are common impacts of hail. Injuries to people from hail are less common, though they can happen, as hail is a hard object falling in an unpredictable manner at a fairly high rate of speed.

Lightning

Lightning is the leading cause of weather-related personal injuries. Perhaps because lightning is a common weather phenomenon, most people do not take the associated risks of exposure to lightning as seriously as they should.

Lightning is a major cause of storm related deaths in the US, out pacing hurricanes and tornados in most years. A lightning strike can result in a cardiac arrest (heart stopping) at the time of the injury, although some victims may appear to have a delayed death a few days later if they are resuscitated but have suffered irreversible brain damage.

On average, for every person struck by lightning, 10 additional people are affected by the strike. According to *Storm Data*, a National Weather Service publication, over the last 30 years the US has averaged 58 *reported* lightning fatalities per year. Due to under reporting, the figures are more realistically at least 70 deaths per year. Only about 10 percent of people who are struck by lightning are killed, leaving 90 percent with various degrees of disability.

The table following provides statistics from the National Weather Service. Assuming a US population of 313 million (based on the 2010 Census estimate), the NWS has calculated the likelihood of the average person being struck or killed by lightning.

Table 13: Lightning Strike Statistics

Odds of Becoming a Victim of Lightning	
Characteristic	Probability or Statistic
Number of Deaths Reported	60
Estimated Number of Deaths	70
Number of Injuries Reported	340-400
Estimated Number of Injuries	540-600
Odds of Being Struck by Lightning in a Given Year (using reported numbers)	1 in 750,000

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Odds of Becoming a Victim of Lightning	
Characteristic	Probability or Statistic
Odds of Being Struck by Lightning in a Given Year (using estimated numbers)	1 in 500,000
Odds of Being Struck by Lightning in Average Lifetime (80 years)	1 in 6,250
Odds of Being Affected by Someone Else Being Struck	1 in 625

While approximately one third of injuries occur during work, worker's compensation companies are often reluctant to acknowledge the injury or pay related medical expenses. An estimated third of injuries occur during recreational or sports activities. The last third occurs in diverse situation, including injuries to those inside buildings.

Those struck by lightning report a variety of affects, including:

- Personality changes, likely due to frontal lobe damage
- Fatigue
- Brain and nervous system damage
- Headaches
- Ringing in the ears
- Dizziness
- Nausea and vomiting
- Sleep difficulties
- Seizures
- Chronic pain

In addition to the impact lightning can have on people, lightning can have significant impact on property, including utility infrastructure, such as lift stations and electrical sub-stations. Lightning is the leading natural cause of wildfires, and can lead to structure fires as well. The historic structures and districts are particularly vulnerable, as they are primarily wood-frame construction and are closer together than modern residences.

The Lightning Protection institute, a non-profit organization dedicated to promoting lightning safety and protection, conducted a study that demonstrates that:

- 32 percent of lightning strikes hit roofs and projections such as satellite dishes or chimneys;
- 29 percent of lightning strikes hit overhead power lines and phone lines;
- 29 percent of lightning strikes hit television antennas; and
- 10 percent of lightning-strikes hit trees near structures.

On average, lightning strikes cause 30 percent of the church fires and at least 18 percent of lumberyard fires in the US annually. They also cause significant losses to more than 18,000 houses and 12,000 other buildings.

In addition to direct losses such as property damage to buildings, a lightning strike may result in the indirect losses that often accompany the destruction or damage of buildings and their contents. For example, municipalities rely upon the integrity of their structures as they provide services to their communities. A stroke of lightning to an unprotected building that houses the police or fire station may result in an interruption of vital services to the community. The consequences of such an interruption can range from the public's loss of confidence to a citizen's death when a department is unable to respond to an emergency call.

Tornadoes

Tornadoes have the potential to impact property, people, and operations throughout the city by disrupting the power supply (through downed power lines), transportation (by blocking roads with downed trees or other debris), and the habitability of buildings (by damaging roofs, windows, or other weak points in the envelope).

People caught in the open during a tornado are exposed to high winds and debris, and could be injured or killed.

Thunderstorms

Most impacts occur when trees or tree limbs are pushed over by the wind onto houses or vehicles. Vehicles are also sometimes pushed off roads during high wind events. The impact on life due to thunderstorm and associated hazards in Minot would typically be minimal. Likewise, the impact to property would be minor unless exacerbated by falling trees and/or tree limbs due to wind or lightning.

Since thunderstorms and associated events often result in power failure, the operations of the city could be interrupted in the short-term. In terms of fallen tree limbs and other potential transportation hazards, thunderstorms may also cause disruption to community activities due to a lack of access.

Past Occurrences of the Hazard

Information obtained from the NCEI indicates that there have been at least 136 occurrences of the summer storm hazard from 1998 to 2016. (Note: Records prior to 1998 were kept at the county level, and therefore occurrences within a particular jurisdiction cannot be reliably determined.) Recorded summer storm occurrences include:

- Funnel Cloud – 2
- Hail – 64
- Lightning – 5
- Tornado – 7
- Thunderstorm – 28

Probability of a Future Occurrence of the Hazard

In the 18-year period of record examined, the summer storm hazard occurred at least 136 times. This equates to an annualized occurrence rate of 13 occurrences per year for the period of record. Using the scale provided at the beginning of this chapter, this equates to a high probability of a future occurrence.

12.3.2.6 Severe Winter Storms

This hazard profile includes the following elements of severe winter storms: excessive snow/blizzard, extreme cold, and ice.

Description of the Hazard

Blizzard/Excessive Snow

The NWS defines snow as ‘precipitation is the form of ice crystals, mainly of intricately branched, hexagonal form and often agglomerated into snowflakes, formed directly from the freezing [disposition] of the water vapor in the air.’ Heavy snow accumulations, generally more than 8” of snow in less than 24 hours, can immobilize a community by bringing transportation to a halt. Until the snow can be removed, transportation routes are slowed or closed completely, limiting or halting the transportation of goods, services, and people. These closures also disrupt emergency services. In addition, accumulations of snow on roofs can cause collapse, and can cause trees and power lines to fall. A quick thaw after a significant snowfall can lead to substantial flooding, particular in urban areas where there is more impermeable surface. Injuries and fatalities related to heavy snow are often associated with physical exertion (from shoveling) and from hypothermia.

Blizzards, as defined by the NWS, are a combination of sustained winds or frequent gusts of 35 MPH or greater and visibilities of less than ¼ mile from falling or blowing snow for three hours or more. A blizzard does not indicate heavy amounts of snow, although they can happen together. The falling or blowing snow usually creates large drifts from the strong winds. The reduced visibilities make travel, even on foot, particularly treacherous. The strong winds may also support dangerous wind chills.

Blizzard conditions can also exist without a major storm system being in the area. Strong surface winds can blow already fallen snow, which is known as a ‘ground blizzard.’ Visibility can be reduced to near zero even though the sun is shining and the tops of power poles and trees are seen easily. These conditions are extremely variable in duration, from hours to even greater than a day. Ground blizzards are usually accompanied by very cold temperatures and wind chill conditions, making them as potentially deadly as a conventional blizzard.

Extreme Cold

What is considered an excessively cold temperature varies according to the normal climate for that region. Excessive or extreme cold can accompany severe winter weather, or it can occur without severe weather. The greatest danger from extreme cold is to people, as prolonged exposure can cause frostbite or hypothermia, and can become life-threatening.

Ice

The NWS defines an ice storm as occasions when damaging accumulations of ice are expected during freezing rain situations. Significant accumulations of ice pull down trees and utility lines resulting in loss of power and communication. These accumulations of ice make walking and driving extremely dangerous. Significant ice accumulations are usually accumulations of $\frac{1}{4}$ 'or greater.' The term 'ice storm' is used to describe occasions when damaging accumulations of ice are expected during freezing rain situations. Ice storms can be the most damaging of winter phenomena, and are often the cause of automobile accidents, utility failures, personal injury, and death. Moreover, they significantly impact the delivery of emergency services.

Location of the Hazard

Severe winter storms are non-spatial hazards, and can (and do) occur anywhere in the City of Minot.

Extent and Severity of the Hazard

Severe winter storms have a wide range of extent and severity markers and characteristics.

Blizzard/Excessive Snow

Various intensities of snowfall are defined differently:

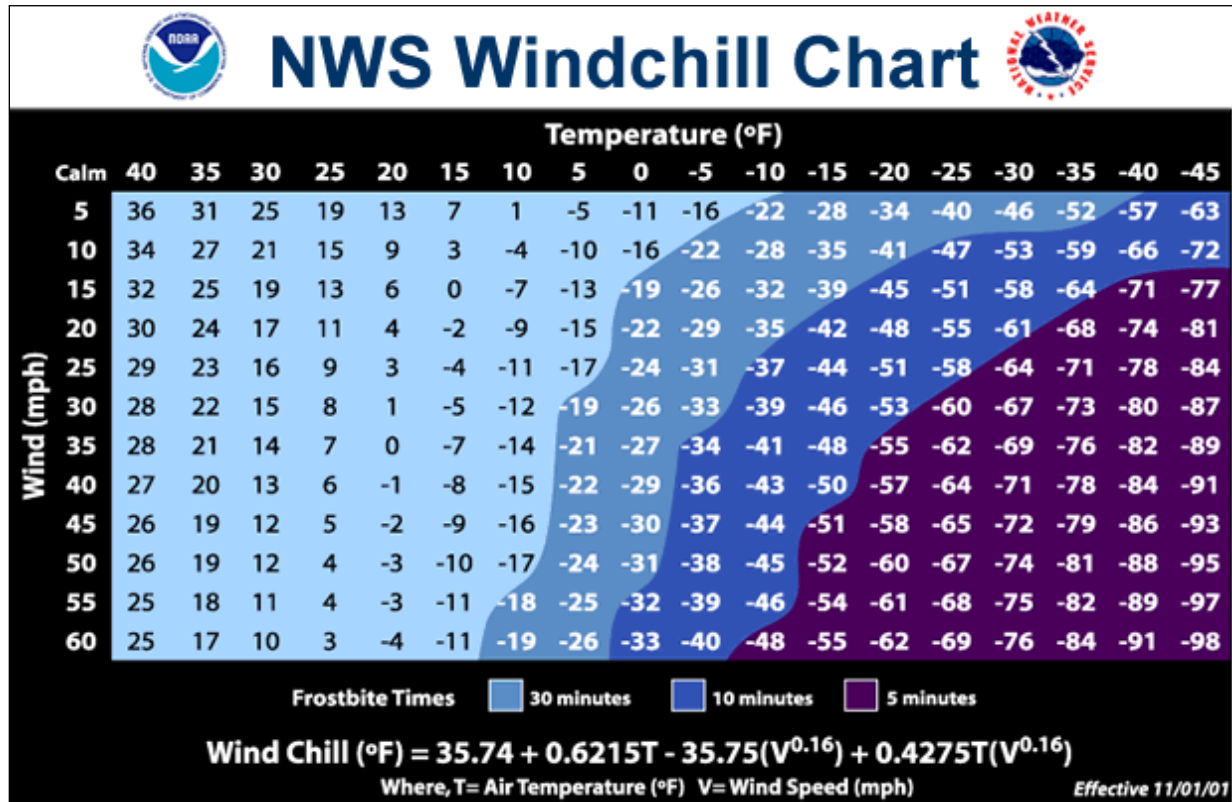
- **Blizzard** describes winds of 35 miles (56 kilometers) per hour or more with snow and blowing snow that reduce visibility to less than one-quarter mile (0.4 kilometer) for at least three hours.
- **Blowing snow** describes wind-driven snow that reduces visibility. Blowing snow may be falling snow and/or snow on the ground that is picked up by the wind.
- **Snow squall** describes a brief, intense snow shower accompanied by strong, gusty winds. Accumulation from snow squalls can be significant.
- **Snow shower** describes snow that falls at varying intensities for short durations with little or no accumulation.

Extreme Cold

Winter temperatures in Minot typically range from the 20s and 30s (high) to single digits to 20s (lows.)

The figure below depicts the methodology for determining wind chill, using wind speed and actual temperature. Winter storm severity is a function of wind chill and other factors, such as precipitation amount (rain, sleet, ice, and/or snow).

1149 Figure 8: NWS Windchill Chart



Ice

Heavy accumulations of ice can bring down trees and topple utility poles and communication towers. Ice can disrupt communications and power for days while utility companies repair damage. Even small accumulations of ice can be severely dangerous to motorists and pedestrians. Bridges and overpasses are particularly dangerous because they freeze before other surfaces.

Ice forms in different ways:

- **Sleet** is rain that freezes into ice pellets before it reaches the ground. Sleet usually bounces when hitting a surface and does not stick to objects; however, it can accumulate like snow and cause roads and walkways to become hazardous.
- **Freezing rain** is rain that falls onto a surface that has a temperature below freezing. The cold surface causes the rain to freeze so the surfaces—trees, utility wires, vehicles, and roads—become glazed with ice.

Potential Impact of the Hazard

Severe winter weather can bring a community to a standstill by inhibiting transportation, knocking down trees and utility lines, and by causing structural collapse in buildings not designed to withstand the weight of accumulated snow. Repair and snow removal costs can be significant, and can easily surpass an entity's

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annual salt and snow removal budget, often before the end of the winter weather season. Ice buildup can cause utilities to fail, and communication towers to cease functioning. Without electricity, heaters and pumps fail to work, causing water and sewer pipes to freeze or rupture. If extreme cold temperatures are combined with low snow cover, the ground's frost level can change, creating the possibility of failure in underground infrastructure.

Structure fires and carbon monoxide poisoning are also possible impacts of severe winter weather, as people rely on auxiliary heating devices, such as candles, portable heaters, and fuel burning lanterns. According to NOAA observations, 20 percent of all winter deaths attributed to exposure to cold occur in the home, whereas 25 percent of all winter deaths attributed to ice and snow involve people caught in the storm.

Rural residents can be hit particularly hard by severe winter storms, if they do not have adequate stockpiles of food, water, and heating fuel. The livestock industry can be severely impacted by severe winter weather as well. The inability to get feed and water to livestock can quickly escalate to a critical situation, and can lead to dehydration, a major cause of livestock casualties. Cattle cannot lick enough snow to satisfy their thirst, and will die of dehydration before they succumb to cold or suffocation.

In addition to the threat posed to humans, severe winter storms pose a significant threat to utility production, which in turn threatens facilities and operations that rely on utilities, specifically climate stabilization. As temperature drop and stay low, increased demand for heating places a strain on the electrical grid, which can lead to temporary outages.

[Past Occurrences of the Hazard](#)

According to the ND State Hazard Mitigation Plan (SHMP), winter in North Dakota can begin as early as September and last into May, though the bulk of winter weather occurs from mid-November until early April. On average, there are approximately 10 winter storms each year; three or four of these storms will reach severe status. North Dakota typically leads the nation in blizzard and severe winter storm frequency.

There is a long history of severe winter storm events, going back to when North Dakota was a territory and not a state:

- 1886-1887: A severe winter storm in the western part of the state put an end to open range ranching.
- January 12, 1888: This storm, known as the 'Schoolhouse Blizzard,' swept through the entire territory in an afternoon. The day began relatively warm, around 32°F. Temperatures reportedly dropped to -20°F in a matter of minutes, accompanied by winds so strong that people were unable to stand upright. Schools throughout the state were closed, and children sent home. Many of those children, as well as adults, became disorientated in the storm, and lost their sense of direction, eventually succumbing to hypothermia. An

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estimated 400 people died throughout the state, and thousands of head of cattle perished. Transportation came to a standstill, and many buildings collapsed under the weight of the snow.

- March 1966: This severe storm was notable for its excessive duration. Bismarck (100 miles to the south) recorded near zero visibility for 42 consecutive hours. More than 100,000 head of livestock, and 15 people, died in the storm.
- January 09, 1997: Bitter cold wind chills ranged from 40-60 below in the south and east and 30-45 below in the northwest. Some schools closed for as many as nine days. A National Weather Service report indicated snow depths up to 30 inches in eastern and south central North Dakota. The state livestock industry sustained approximately \$32.8 million in losses. FEMA had approximately \$5 million in snow removal costs, National Guard exceeded \$1.1 million and the North Dakota Department of Transportation spent approximately \$3.7 million. All but one county in North Dakota, and 75 cities and 3 Indian Reservations issued emergency or disaster declarations. A total of seven deaths across the state were reported along with many injuries due to traffic accidents.
- March 12, 1997: Approximately \$15,000 in damages was reported in North Dakota. Snowfall amounts were up to 4 inches in Minot. Many of the smaller school districts cancelled school and I-94 was also closed. Roads were very icy and visibility near zero.
- April 4, 1997: This blizzard was the worst of the season and brought much of the state to a complete halt. Snow accumulations were on average 1.5 to 2 inches an hour with 50 to 60 mph winds as well. The additional snow at Bismarck brought the season snowfall total to 101.4 inches, which set an all-time record. An estimated 100,000 head of cattle (10 percent of the state's herd) was lost with an estimated dollar loss across the state of over \$5 M. An estimated 75,000 homes in North Dakota were without power for some time over the weekend. The reported property damage was \$44.7 M with 16 injuries and 2 deaths were reported statewide.
- January 2004: a persistent winter storm brought up to 12 inches of snow to northwest and central North Dakota. The storm began as freezing rain before changing to snow. Winds of 15-25 MPH caused considerable drifting; wind chills fell to -30°F.
- October 2005: an early season blizzard in western and northern North Dakota dropped up to 22 inches of heavy, wet snow, downing power lines and closing roadways, including 155 miles of I-94. The National Guard rescued hundreds of stranded motorists. Damages were estimated at \$22 million.
- January 2010: intense storms brought blizzard conditions and 45-55 MPH winds. Many roadways and schools statewide were close due to icy conditions, near zero visibilities, and widespread power outages. An estimated \$20 million in damages, primarily to electric systems, were reported in western and central North Dakota.
- April-May 2011: Prolonged period of very strong winds, freezing precipitation, and heavy snow up to 14 inches hit westerns and north central North Dakota. Some reporting stations observed wind gusts at hurricane wind speeds. The storm ultimately resulted in a federal disaster declaration.

- April 2013: Strong low pressure pushed across the Rockies, slowed down over the Dakotas, then moved east. The peak of the storm occurred on Sunday when much of west and central North Dakota received heavy amounts of snow, with portions of the south central and southeast having a blizzard. A combination of favorable moisture feed and strong surface and mid-level dynamics brought historic snowfall to parts of west and central North Dakota. A moist conveyor belt extended from the eastern portions of Iowa and Illinois back northwest into North Dakota, situated along and north of an inverted surface trough stretched from southeast to northwest across South Dakota. Combined with strong diffluent flow aloft associated with the upper level low, snowfall rates approached two inches per hour across south central North Dakota on Sunday. In addition to the heavy snow, strong surface winds developed across south central North Dakota west of the Missouri River and into the James River Valley. Wind gusts to 40 MPH combined with the heavy snow resulting in a blizzard. Ward County received up to ten inches of snow.

The NCEI records winter storm hazards at the county level, rather than at the municipal level. Since 1996, NCEI has recorded 31 occurrences of winter storms, four occurrences of winter weather, one occurrence of ice storm, 16 occurrences of heavy snow, 33 occurrences of extreme cold, and 32 occurrences of blizzard.

Probability of a Future Occurrence of the Hazard

Based on the data available, winter storms occur in or otherwise impact the City of Minot at least annually. Therefore, using the scale previously provided, the probability of a future occurrence of the winter storm hazard is high.

12.3.2.7 Hazardous Materials Incident

This hazard profiles includes three hazardous materials scenarios – highways, railways, and pipelines.

Description of the Hazard

Hazardous materials incidents are technological (meaning non-natural hazards created or influenced by humans) events that involve large-scale accidental or intentional releases of chemical, biological, or radiological materials. These incidents may occur at fixed site locations, such as factories or storage facilities, or may occur while these materials are being transported to another location.

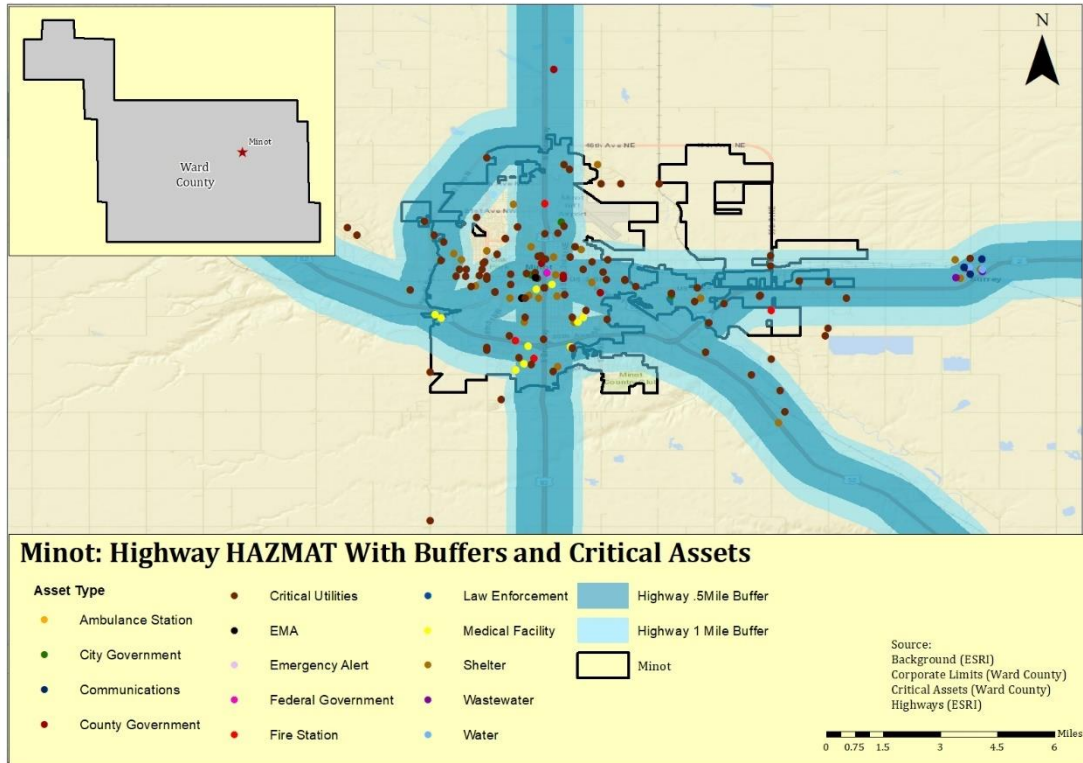
Hazardous materials come in the form of explosives, corrosive, reactive, flammable and combustible substances, toxic releases and waste materials. These substances are most often released as a result of transportation accidents or because of chemical accidents in fixed facilities. Hazardous materials in various forms can cause death, serious injury, long-lasting health effects, and damage to buildings, homes, and other property. Many products containing hazardous chemicals are routinely used and stored in homes and offices. These products are also shipped daily on the nation's highways, railroads, waterways, and pipelines.

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Location of the Hazard

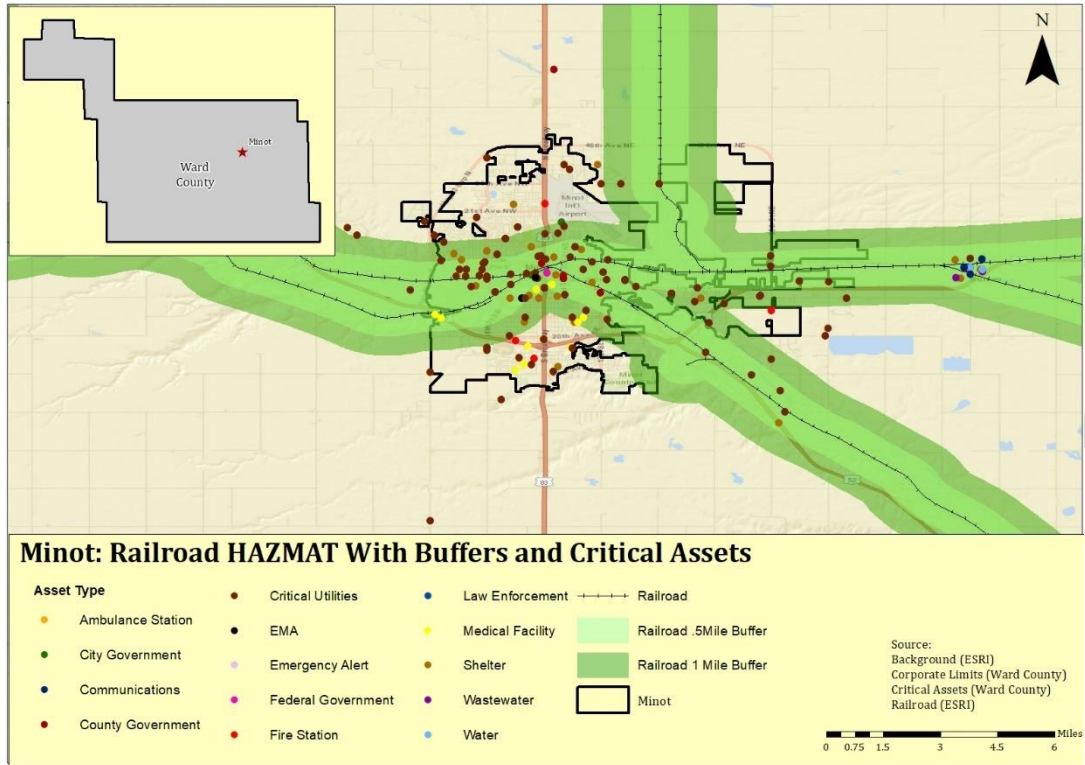
The locations in Minot most at risk from a hazardous materials incident are those that are adjacent to transportation routes. The following figures illustrate these locations in the City.

Figure 9: Minot Critical Assets and Highway HazMat Buffers

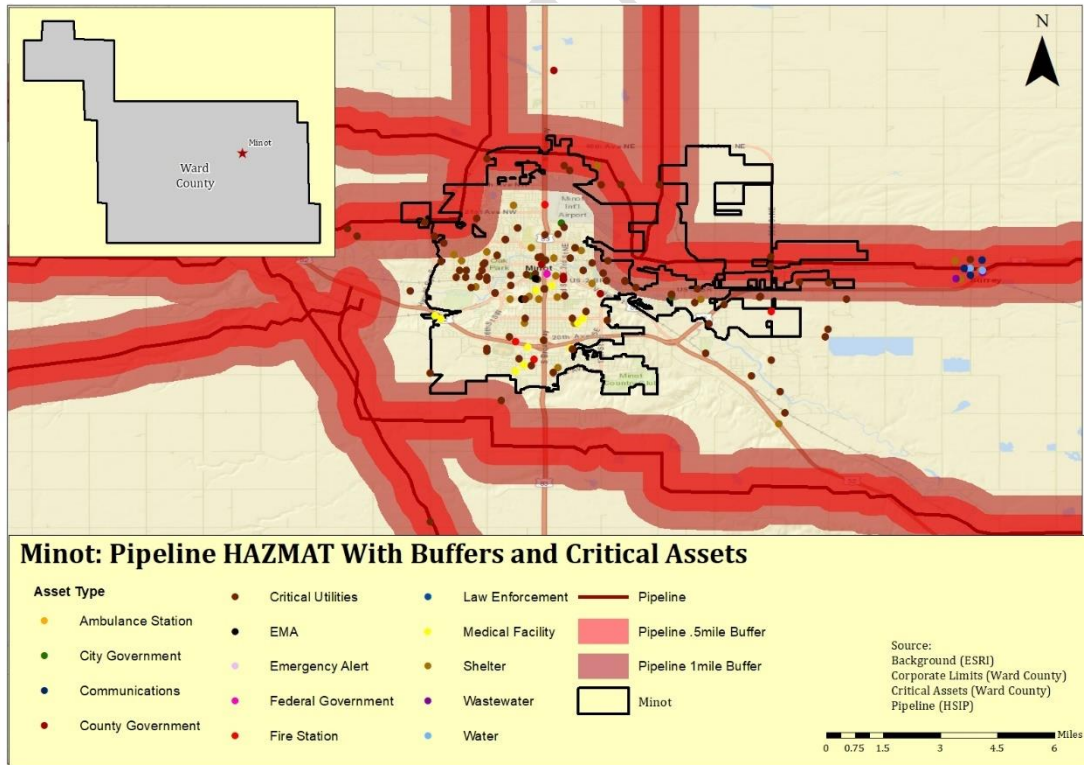


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1300 Figure 10: Minot Critical Assets and Railroad HazMat Buffers



1301
1302 Figure 11: Minot Critical Assets and Pipeline HazMat Buffers



Extent and Severity of the Hazard

The severity of a hazardous materials release depends upon the type of material released, the amount of the release, and the proximity to populations or environmentally sensitive areas such as wetlands or waterways. The release of materials can lead to injuries or evacuation of nearby residents. Wind direction at the time of the release can also have a bearing on the severity (as well as the location and extent) of a hazardous materials releases.

Potential Impact of the Hazard

The primary threat from the hazardous materials incident hazard is to the structures located along transmission lines and transportation routes, or near facilities that use or store hazardous materials. Minor incidents would likely cause no damage and little disruption. Major incidents could have fatal and disastrous consequences. The severity of a hazardous material release relates primarily to its impact on human safety and welfare and on the threat to the environment.

Threats to Human Safety and Welfare:

- Poisoning of water or food sources and/or supply
- Presence of toxic fumes or explosive conditions
- Damage to personal property
- Need for the evacuation of people
- Interference with public or commercial transportation

Threats to the environment:

- Injury or loss of animals or plants or habitats that are of economic or ecological importance such as; commercial, recreation, or subsistence fisheries (marine plants, crustaceans, shellfish, aquaculture facilities) or livestock
- Impact to ecological reserves, forests, parks, archaeological, and cultural sites

In terms of property, property and people could be either directly impacted by an explosion or fire resulting from a hazardous materials release, contamination of buildings and contents, or indirectly impacted by the release of materials that necessitates evacuation and long-term abandonment of facilities.

Past Occurrences of the Hazard

Based on Tier II reporting data obtained from the EPA, 18 Tier II reports from the city of Minot have been submitted to the EPA since 1987, the year that the EPA began keeping such reports. Two of these reports (submitted in 1987 and 1988) are from a facility within the corporate limits of Minot. The remaining 16 reports (from 2004 through 2011) are from Minot Air Force Base, which is near Minot but is not within the city limits.

According to the EPA's Tier II database, the number of releases in Ward County, by year reported, are:

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- 2015 – 1,339 incidents that resulted in a reportable incident.
- 2014 – 5,556 incidents that resulted in a reportable incident.
- 2013 – 5,547 incidents that resulted in a reportable incident.
- 2012 – 4,304 incidents that resulted in a reportable incident.
- 2011 - 4,211 incidents that resulted in a reportable incident.
- 2010 – 4,211 incidents that resulted in a reportable incident.
- 2009 - 18, 031 incidents that resulted in a reportable incident.
- 2008 - 22,292 incidents that resulted in a reportable incident.

Probability of a Future Occurrence of the Hazard

Based on the available data, hazardous materials incidents occur with regularity in Ward County, though not within the City of Minot. Therefore, based on the scale provided at the beginning of this chapter, the probability of a future occurrence is low.

12.4 Risk Assessment (Updated)

The following table provides a comparison of the risk assessment results of the 2013 plan and this update, as they relate to the City of Minot.

Table 14; Risk Assessment Comparisons - 2013 and 2018

Risk Assessment Comparisons – 2013 and 2018 – City of Minot		
Hazard	2013	2018
Communicable Disease	Qualitative and quantitative risk assessment (where applicable)	Qualitative risk assessment
Drought	Qualitative risk assessment	Qualitative risk assessment
Fire	Qualitative and quantitative risk assessment (where applicable) Note: hazard is combination of structure and wildland fire	Qualitative and quantitative risk assessment
Flood	Qualitative and quantitative risk assessment (where applicable)	Qualitative and quantitative risk assessment
Severe Summer Storm	Qualitative and quantitative risk assessment (where applicable)	Qualitative and quantitative risk assessment
Severe Winter Storm	Qualitative and quantitative risk assessment (where applicable)	Qualitative and quantitative risk assessment
Hazardous Materials Incident	Qualitative and quantitative risk assessment (where applicable)	Qualitative and quantitative risk assessment
Geologic	Qualitative risk assessment (where applicable)	Not a hazard for this jurisdiction

12.4.1 Risk Assessment Methodology

The risk assessment describes and analyzes the risks and vulnerabilities to the City of Minot from the hazards profiled. The assessment includes a vulnerability description and information as to the identified risk to public and private assets (where applicable).

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The Committee conducted a risk assessment exercise to determine the vulnerabilities to assets within the planning area. The updated hazard profiles were used as the basis to determine the vulnerability of and risk to assets within the City. A variety of data sources were used to complete this risk assessment, including:

- Local knowledge and experience of Committee, City staff, and County staff;
- Plans and documents produced and maintained by the City; and
- Reports and studies provided by other agencies, both state and federal.

In all instances, the best available data was utilized.

Impact/Vulnerability Scale Methodology

The potential impacts and vulnerabilities of the City to each hazard were discussed by the Committee. For the purposes of this discussion, a scale was developed, and was used by the Committee in their discussions. Following these discussions, each hazard was assigned a qualitative impact/vulnerability ranking.

Table 15: Impact/Vulnerability Scale

Term	Potential Vulnerability/ Impact to People or Life Safety	Potential Vulnerability/ Impact to Assets or Infrastructure	Potential Vulnerability/ Impact to Service Delivery
Low	Some minor injuries possible, but no fatalities	Cosmetic damages expected to assets; Infrastructure loss of function for less than 24 hours expected	System delivery delayed or temporarily interrupted; Interruptions in service delivery of less than 24 hours expected
Moderate	Injuries expected; Fatalities possible	Some structural damages to light construction (<50 percent damage); Infrastructure loss of function for 24-72 hours expected	System delivery failures expected; Interruptions in service delivery of 24-72 hours expected
High	Serious and numerous injuries expected; Fatalities expected	Some structures irreparably damaged (>50 percent damage); Infrastructure loss of function for 72+ hours expected	Long-term system failures/damages expected; Cancellation of services (72+ hours) expected
Not Applicable	Hazard does not have the potential to impact people or life safety	Hazard does not have the potential to impact assets or infrastructure	Hazard does not have the potential to impact service delivery

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1388

1389 The following risk and vulnerability assessment uses a GIS-based methodology, with accompanying
1390 narrative and calculations, to demonstrate the assessed risk and vulnerability of the City of Minot to the
1391 identified and profiled hazards.

1392

1393 **Critical Assets**

1394 The following table provides details of identified critical assets in the City of Minot.

1395 *Table 16: Minot Critical Assets*

Asset Name	Asset Use /Function	Insured or Estimated Value
Airport Terminal	Transportation	\$7,588,350
City Hall/Police Department (includes addition)	Government / Emergency Services	\$5,291,111
Fire Station #2	Emergency Services	\$3,200,000
Fire Station #1	Emergency Services	\$4,500,000
Fire Station #3	Emergency Services	\$3,932,565
Fire Station #4	Emergency Services	\$3,500,000
Public Works Building	Government	\$9,078,872
Auditorium	Community	\$450,200
Water Treatment Plant	Utility	\$6,419,077
Total Value of Selected Assets:		\$43,960,175
Asset Name (Not City-owned)	Asset Use/Function	Address
Community Ambulance	Emergency Services	305 11th Ave SW
Vincent United Methodist Church	Shelter	1024 2nd St SE
St. Mark's Lutheran Church	Shelter	2209 4th Avenue NW
Bishop Ryan Catholic School	Shelter	316 11th Ave. NW
Nedrose School	Shelter	6900 HWY 2 E
Bel Air Elementary School	Shelter	501 25th St. NW
Bell Elementary School	Shelter	5901 HWY 52 S
Central Campus High School	Shelter	215 1st St. SE
Edison Elementary School	Shelter	701 17th Ave. SW
Eric Ramstad Middle School	Shelter	1215 36 th Avenue NW
Jefferson Early childhood Center	Shelter	3800 11th Ave. SE
Jim Hill Middle School	Shelter	1000 6th St. SW
Lewis and Clark Elementary School	Shelter	2215 8th St. NW
Longfellow Elementary School	Shelter	600 16th St. NW
John Hoeven Elementary school	Shelter	3400 13rh Street SE
Magic City Campus High School	Shelter	1100 11th Ave. SW
McKinely Elementary School	Shelter	5 5th Ave. NE
Perkett Elementary School	Shelter	2000 5th Ave. SW
Roosevelt Elementary School	Shelter	715 8th St. NE

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Asset Name	Asset Use /Function	Insured or Estimated Value
Asset Name (Not City-owned)	Asset Use/Function	Address
Sunnyside Elementary School	Shelter	1000 5th Ave. SE
Washington Elementary School	Shelter	600 17th Ave. SE
Brentmoor Assisted Living Apartments	Medical Facility	3515 10th St SW
Edgewood Vista Memory Care	Medical Facility	715 17th Ave SE
Edgewood Vista Minot Senior Living	Medical Facility	800 16th Ave SE
Emerald Court Memory Care	Medical Facility	520 28th Ave SE
Minot Health & Rehabilitation	Medical Facility	600 S Main St
Maple View Memory Care of Minot	Medical Facility	2805 Elk Drive
Semmen Assisted Living	Medical Facility	700 33rd Ave SW
The View on Elk Drive	Medical Facility	2905 Elk Drive
The Wellington	Medical Facility	601 24th Ave SW
Trinity Homes	Medical Facility	305 8th Ave NE
Verendrye Electric	Critical Utilities	1225 U.S. Hwy 2
Montana-Dakota Utilities (MDU) gas	Critical Utilities	1130 20th Ave SW
Xcel Energy	Critical Utilities	300 16th St SW
North Prairie Rural Water District	Critical Utilities	3811 Burdick Expy E
West River Water	Critical Utilities	900 13th St SE
MSU Dome	Shelter	500 University Ave W
Armed Forces Reserve Center	Shelter	3420 2nd St NE

Additionally, there are approximately 58 sanitary and storm water lift stations, and 27 wells/booster stations, and numerous water storage towers and reservoirs in and around the City that provide critical utility support to the residents. There are also 18 outdoor warning sirens that provide emergency notifications.

Note on asset values: Valuation data for all assets within the City was unavailable at the time this plan update was developed. All valuations used in the following estimates of potential losses are derived from an average of available data for the same or similar types of assets from other jurisdictions. The assessment that follows is an estimate only, and may not correlate with actual occurrences of the damage caused by the hazards described.

Note on the maps: the maps in this section provide estimates of municipal and county boundaries based on data available as of June 2017. In some cases, the boundaries depicted may not reflect recent annexations or other changes to corporate limits. However, these images reflect the best available data at the time of plan development. Future updates to this plan will reflect changes to municipal and county boundaries.

12.4.2 Risk and Vulnerability Assessment

12.4.2.1 Communicable Disease

Vulnerability to the Hazard

Vulnerability to the communicable diseases hazard resides in the population of a given area. While it is possible that assets and infrastructure could be impacted by communicable disease, these impacts would come as a secondary impact to the illness of human operators and caretakers, and not as a result of the hazard itself. In general, the very young and the elderly, as well as those with underlying health conditions or who are immunocompromised, are more vulnerable to communicable disease.

As of the 2015 Census American Community Survey (the most recent year for which detailed estimates are available), there were 46,194 people residing in Minot. Each of these persons is vulnerable to communicable disease, particularly if it is a pathogen that that individual has not been immunized against, or for which no immunization exists. Of these 46,194 people, 3,313 (7.2 percent) were under age five. 5,959 (13 percent) were over age 65. This means that more than 20 percent of the population of Minot, on average, is potentially more vulnerable to the hazard.

Prolonged outbreaks could result in a loss of City services, failure of infrastructure (from lack of operators or maintenance), and closure of facilities, including schools and social centers. In extreme cases, it may be necessary to segregate or quarantine parts or all the City, to prevent the further spread of infection.

Qualitative Risk and Vulnerability Determination

The Committee determined that the City of Minot has some vulnerability to and risk from the hazard, as detailed in the table below. These results were averaged from all responses received.

Hazard	Potential Vulnerability/ Impact to People or Life Safety	Potential Vulnerability/ Impact to Assets or Infrastructure	Potential Vulnerability/ Impact to Service Delivery	Average Vulnerability / Impact Ranking
Communicable Disease	Low/moderate	NA/low	Low/moderate	Low

Identified Data Limitations

There is a wealth of information and data available for assessing the impacts and vulnerabilities related to communicable disease. Much of this data is limited to the state or county level, however, and does not address the municipal level. This deficit makes performing a municipal-level risk assessment difficult.

Data that could be developed to perform a municipal-level risk assessment for this hazard includes:

- Data regarding infection rates at the municipal level;
- Data regarding absenteeism rates at the municipal level; and
- Data regarding the costs of absenteeism at the municipal level.

12.4.2.2 Drought

Vulnerability to the Hazard

Though there are obvious vulnerabilities for people and animals that will result from a prolonged drought, the most common impacts are generally felt in the area's economy. This is particularly true in areas whose economies depend largely on agriculture, such as the state of North Dakota. Agricultural losses from drought can be staggering, and can be in the billions of dollars. Shortages because of drought can have far-reaching consequences, given the centralized food system that currently exists in modern society.

As water becomes more and more precious, the value of that water will increase, resulting in issues of supply and demand. The decrease in availability of this necessary resource can result in significant societal disruption, which can worsen as the resource becomes more and more precious.

Minot has not experienced any unplanned changes or improvements in development in the previous five years, as it relates to their water supply or delivery system, nor have they experienced significant increases or decreases to their agriculture or livestock development. The City's overall vulnerability to drought has remained relatively unchanged since the 2013 plan.

Qualitative Risk and Vulnerability Determination

The Committee determined that the City of Minot has some vulnerability to and risk from the hazard, as detailed in the table below. These results were averaged from all responses received.

Hazard	Potential Vulnerability/ Impact to People or Life Safety	Potential Vulnerability/ Impact to Assets or Infrastructure	Potential Vulnerability/ Impact to Service Delivery	Average Vulnerability / Impact Ranking
Drought	Low	Low	Low	Low

Identified Data Limitations

While both North Dakota and Ward County are clearly experiencing severe drought conditions, the risk and vulnerability of the City of Minot is limited, as they are not a community with significant agricultural interests. As of this update, the City has not experienced water shortfalls or other impacts from the ongoing drought, and does not anticipate them in the future. Additionally, there is little to no data available to quantify the impacts of drought at the municipal level. The majority of the available data resides at the county, state, and regional level, where impacts are more apparent. Because of this limited risk, no quantitative risk assessment has been performed for this jurisdiction for this hazard.

Data that could be developed to perform a municipal-level risk assessment for this hazard includes:

- Data regarding the volume of water required to maintain municipal operations;
- Data regarding projects changes in development and populations; and

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- Estimates of potential increases in operating costs that could result from a lack of water.

12.4.2.3 Fire

Vulnerability to the Hazard

Fire has the potential to devastate a community. All people and assets within a community are vulnerable to fire. In the City, it is assumed that there is a greater vulnerability to structure fire than to wildfire, given the very low probability of wildfire demonstrated by the USFS Wildfire Hazard Potential.

Fire can result in fatalities and injuries, in property damage or destruction, in the interruption of services, in transportation disruptions, and in economic losses.

The ability to suppress and fight a fire is contingent on having the necessary training, personnel, and equipment to bring the fire under control and to extinguish it. If one of these areas is lacking or is unavailable, the community can suffer extensive losses because of fire.

According to the 2015 American Community survey, there are 46,194 people living in the City of Minot in 21,755 housing units. Each of these housing units is vulnerable to fire, as is each person living in them. Minot has multiple, large commercial and industrial districts that are also vulnerable to fire.

From 2008 through 2016, Minot averaged approximately 46 structure fires per year.

Qualitative Risk and Vulnerability Determination

The Committee determined that the City of Minot has some vulnerability to and risk from the hazard, as detailed in the table below. These results were averaged from all responses received.

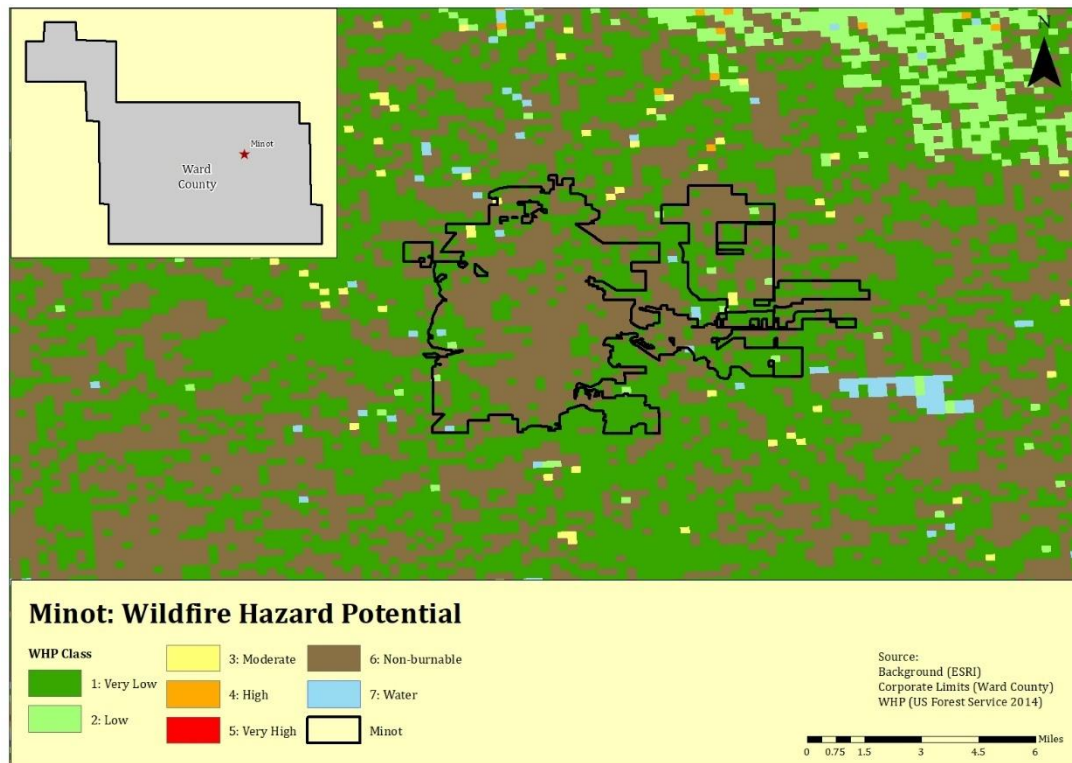
Hazard	Potential Vulnerability/ Impact to People or Life Safety	Potential Vulnerability/ Impact to Assets or Infrastructure	Potential Vulnerability/ Impact to Service Delivery	Average Vulnerability / Impact Ranking
Fire	Low/moderate	Low/moderate	Low/moderate	Low/moderate

Quantitative Risk and Vulnerability Assessment

The following figure displays the wildfire hazard potential of the City.

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1516 Figure 12: City of Minot Wildfire Hazard Potential



As is clear in the figure, there are small areas of the City that are currently rated as having a low or moderate potential for wildfire. The following identified critical assets are in areas currently determined to have some potential for exposure to wildfire:

- Nedrose School – very low potential
- The View on Elk Drive – very low potential
- Verendrye Electric – very low potential
- Apple Grove Lift Station – moderate potential
- Eagles Landing Lift Station – very low potential
- Edgewood Lift Station – very low potential
- Minot Mill Lift Station – very low potential
- Muus Lift Station – very low potential
- 64th Street Lift Station – very low potential
- Siren 1011 – very low potential
- Siren 1016 – very low potential
- Wells A-E – very low potential
- Well #16 – very low potential
- Afterbay Reservoir – very low potential
- Dakota Square Water Tower – very low potential
- Southwest Booster Station – very low potential

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- 55th Street Booster Station – very low potential
- Flickertail Sanitation Lift Station – very low potential

There are 21,755 housing units in the City. Each of these structures are vulnerable to fire. The average listing price of residential structures in the City is \$182,000. Considering duplex units and apartment units, etc., the estimated exposure to the City's residential housing stock is approximately \$2.5B.

Identified Data Limitations

Data that could be developed to improve this municipal-level risk assessment for this hazard includes:

- Data regarding building construction types and ages;
- Data regarding commercial, industrial, and business assets within the City, including values; and
- Data regarding fire protection systems within individual buildings in the City.

12.4.2.4 Flood

Vulnerability to the Hazard

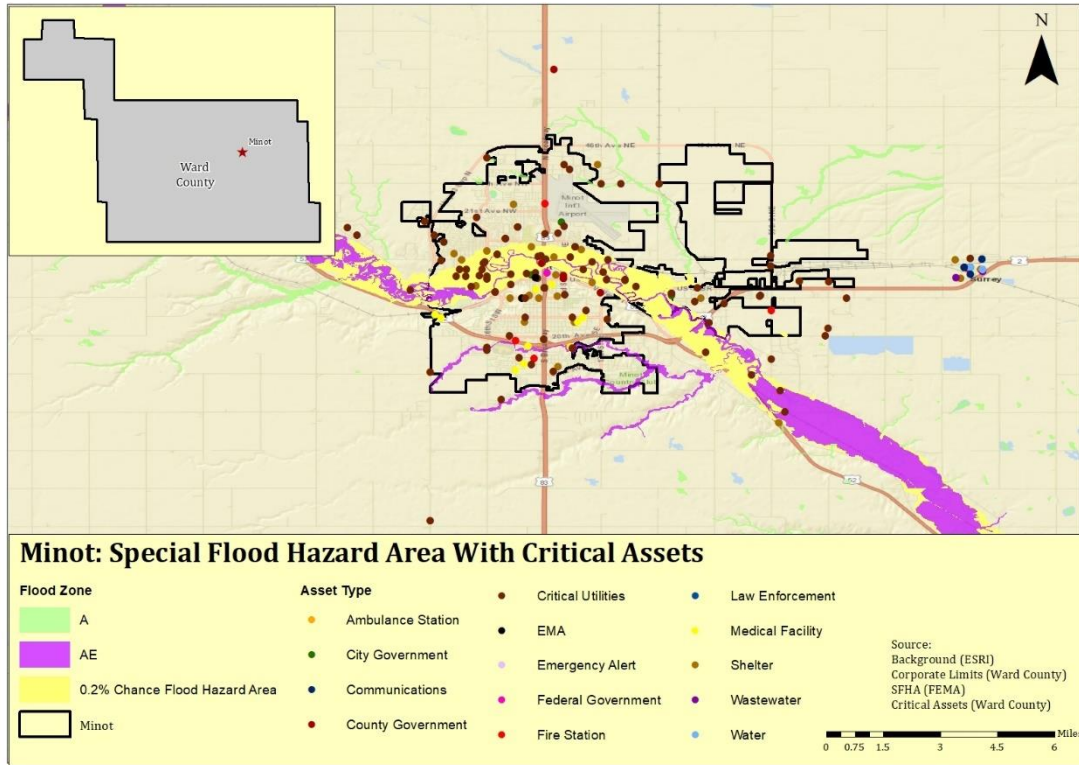
Flooding affects people and property in a variety of ways – from forced evacuations to property damage to transportation interruptions to service disruptions, there is almost no facet of modern society that cannot be impacted by flooding.

Minot has a history of devastating flooding. Since the 2011 flood, the City has made strides towards reducing their vulnerability to this hazard. They have worked to acquire and otherwise mitigate vulnerable structures, and to develop and implement flood control projects that will provide protection from significant flood events in the future. A mitigation project was also completed around the water treatment plant and NAWS high service pump station, which will reduce future damages from flood events.

As part of this update, critical assets to the City of Minot were mapped against the identified Special Flood Hazard Area. These results are shown in the figure following.

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Figure 13: City of Minot Critical Assets and Special Flood Hazard Area (Official)



Qualitative Risk and Vulnerability Determination

The Committee determined that the City of Minot has vulnerability to and risk from the hazard, as detailed in the table below. These results were averaged from all responses received.

Hazard	Potential Vulnerability/ Impact to People or Life Safety	Potential Vulnerability/ Impact to Assets or Infrastructure	Potential Vulnerability/ Impact to Service Delivery	Average Vulnerability / Impact Ranking
Flood	Low	Low/moderate	Low/moderate	Low/moderate

Quantitative Risk and Vulnerability Assessment

The preceding figure displays the flood hazard potential of the City.

Based on the current, official flood hazard map, the following table identifies critical assets that lay within an identified SFHA.

Table 17: Minot Assets Located in an SFHA

Asset	Zone
Emerald Court	A (1 percent annual chance)

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Asset	Zone
First Larson Coulee Lift	A (1 percent annual chance)
Puppy Dog Lift	Zone X Shaded
Sixteenth Street Lift	Zone X Shaded
1007 Outdoor Warning Siren	A (1 percent annual chance)
1015 Outdoor Warning Siren	A (1 percent annual chance)
Wells A, B, C, D, E	A (1 percent annual chance)
Well #8 (Oak Park)	Zone X Shaded
North Hill Water Tower	Zone X Shaded
55th St Booster Station	Zone X Shaded
Souris Court Lift Station	A (1 percent annual chance)
16th St Sanitation Lift Station	A (1 percent annual chance)
Kopper Sunrise Sanitation Lift Station	A (1 percent annual chance)

Once the preliminary maps go into effect, the facilities identified within the SFHA will change significantly (based on the preliminary maps), as will the designated zones. These facilities are identified in the *Tabular Data* annex.

Additional facilities were identified to lay within the .02 percent annual chance flood zone. These facilities are identified in the *Tabular Data* annex.

Identified Data Limitations

Data that could be developed to perform a municipal-level risk assessment for this hazard includes:

- Data regarding support assets – including infrastructure and transportation – that may be at risk from or vulnerable to flooding; and
- Data regarding the first-floor elevation of all buildings within the City.

12.4.2.5 Severe Summer Storms

Vulnerability to the Hazard

People, structures, and assets are all vulnerable to the impacts associated with severe summer storms. Infrastructure can be damaged or destroyed by hail, wind, lightning, or tornadoes, which can result in service interruptions and outages. Structures can be damaged or destroyed by wind, lightning, or tornadoes, and thus be useless to humans for protection from the elements. People can be injured or killed by wind, tornadoes, lightning, hail, or extreme heat.

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Those who reside in mobile homes, RVs, or other lightweight housing are generally more vulnerable than those who reside in traditional construction, as these lightweight types of structures can quickly fail in the face of summer storms much sooner than their heavier counterparts.

In addition, some portions of the population are more at risk to the effects of extreme heat. The very young and the elderly are generally more vulnerable to the effects of extreme heat, and are more likely to suffer illness or death as a result. This is especially true if exposure is extended for a period.

According to the 2015 American Community survey, there are 46,194 people living in the City of Minot in 21,755 housing units. Each of these housing units is vulnerable to severe summer storms, as is each person living in them. Minot has several large commercial and business districts that are also vulnerable to severe summer storms.

Qualitative Risk and Vulnerability Determination

The Committee determined that the City of Minot has some vulnerability to and risk from the hazard, as detailed in the table below. These results were averaged from all responses received.

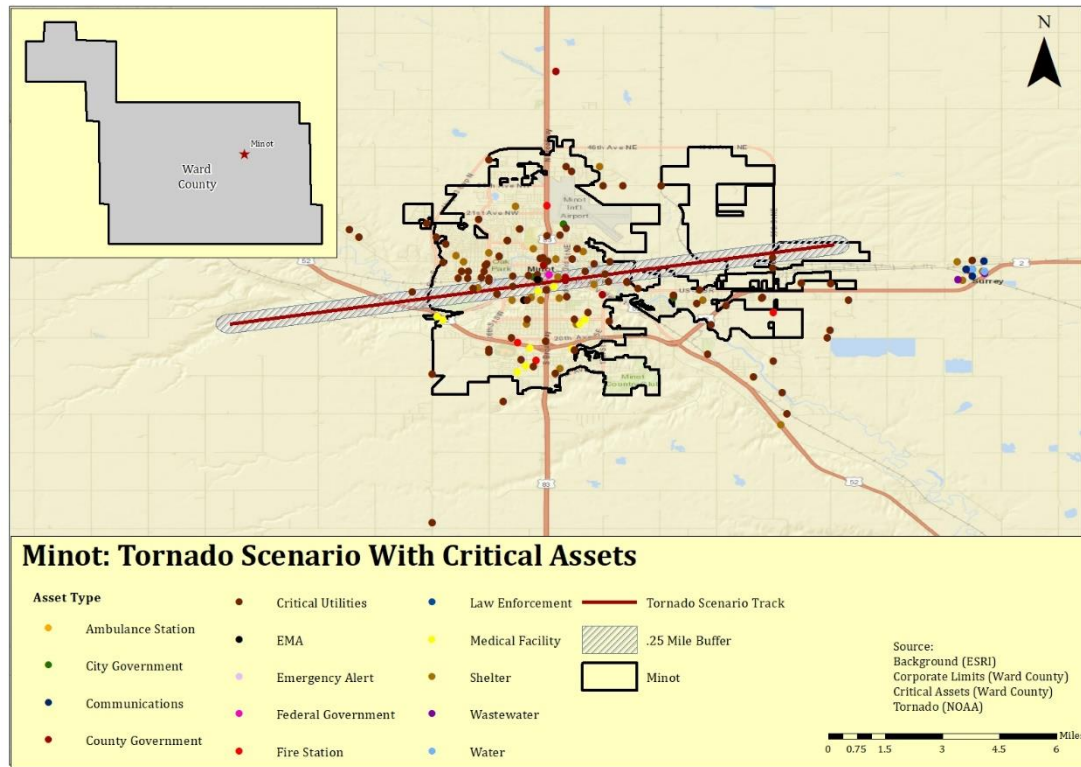
Hazard	Potential Vulnerability/ Impact to People or Life Safety	Potential Vulnerability/ Impact to Assets or Infrastructure	Potential Vulnerability/ Impact to Service Delivery	Average Vulnerability / Impact Ranking
Severe Summer Storm	Low/moderate	Low/moderate	Low/moderate	Low/moderate

Quantitative Risk and Vulnerability Assessment

To estimate the risk and vulnerability of the City to the hazard, a tornado scenario was developed based on an F2 tornado in the City. The following figure displays the results of the scenario.

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Figure 14: Minot Tornado Scenario



As is clear in the figure, even a relatively weak tornado could have devastating impacts on the City and its critical assets, both those owned by the City and those that the City lies on for operations. The following table details the facilities identified as impacted in this scenario.

Critical Asset Damaged or Destroyed in Tornado Scenario		
Sunnyside Elementary School	Minot City Hall	1004 Outdoor Warning Siren
Cloverdale Lift	Part Street Lift	1006 Outdoor Warning Siren
Water Treatment Plant	Minot Fire Department #2	1009 Outdoor Warning Siren
Wells A, B, C, D, E	Central Campus High School	1010 Outdoor Warning Siren
Perkett Elementary School	Minot Health & Rehabilitation	1012 Outdoor Warning Siren
Xcel Energy	Trinity Homes	1013 Outdoor Warning Siren
Minot City Water Treatment	Kittleson Lift	Moose Lodge Lift Station
Burdick Lift	Master Lift	55th Crossing Sanitation Lift Station
Perkett Lift	Verendrye Lift	55th St. Sanitation Lift Station
1003 Outdoor Warning Siren	74th St Sanitation Lift Station	Talon Point Sanitation Lift Station
Roosevelt Park Lift Station	Minot Auditorium	Livingston Coulee Sanitation Lift Station
8th Street Lift Station	Minot Police	
6th Street Underpass Lift Station	1002 Outdoor Warning Siren	

There are 21,755 housing units in the City. Each of these structures is vulnerable to severe summer storms. The average listing price of residential structures in the City is \$182,000, resulting in estimated

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potential losses of \$3,959,410,000 to the City's residential housing stock. If these structures sustained damages totaling 1 percent, the estimated potential losses would be in excess of \$39 million.

Finally, each of the 46,194 residents of Minot, as well as any visitors or passersby that happened to be in the area when the storm hit, are vulnerable to and at-risk from severe summer storms. Of these 46,194 people, 3,313 (7.2 percent) were under age five. 5,959 (13 percent) were over age 65. This means that more than 20 percent of the population of Minot, on average, is potentially more vulnerable to the extreme heat element of the hazard, as the very young and the elderly are usually more vulnerable to extreme heat.

Identified Data Limitations

Data that could be developed to improve this municipal-level risk assessment for this hazard includes:

- Data regarding building construction types and ages;
- Data regarding commercial, industrial, and business assets within the City, including values; and
- Data regarding the location of vulnerable populations that may require services or special attention during hazard events.

12.4.2.6 Severe Winter Storms

Vulnerability to the Hazard

People, structures, and assets are all vulnerable to the impacts associated with severe winter storms. Infrastructure can be damaged or destroyed by wind or ice, which can result in service interruptions and outages. Structures can be damaged or destroyed by wind, ice, or snow weight, and thus be useless to humans for protection from the elements. People can be injured or killed by transportation accidents (resulting from icy roadways) or extreme cold.

The majority of the vulnerability related to severe winter storms is related to either transportation accidents or to utility failures. Transportation accidents occur when roadways and bridges become impacted and ice over, which results in loss of vehicular control and subsequent accidents. Utility failure results in disruption to electrical service, water, and natural gas, which results in loss of heat to structures.

In addition, some portions of the population are more at risk to the effects of extreme cold. The very young and the elderly are generally more vulnerable to the effects of extreme cold, and are more likely to suffer illness or death as a result. This is especially true if exposure is extended for a period of time.

According to the 2015 American Community survey, there are 46,194 people living in the City of Minot in 21,755 housing units. Each of these housing units is vulnerable to severe winter storms, as is each person living in them. Minot has large commercial and business districts that are also vulnerable to severe winter storms.

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Qualitative Risk and Vulnerability Determination

The Committee determined that the City of Minot has some vulnerability to and risk from the hazard, as detailed in the table below. These results were averaged from all responses received.

Hazard	Potential Vulnerability/ Impact to People or Life Safety	Potential Vulnerability/ Impact to Assets or Infrastructure	Potential Vulnerability/ Impact to Service Delivery	Average Vulnerability / Impact Ranking
Severe Winter Storm	Moderate	Low/moderate	Low/moderate	Low/moderate

Quantitative Risk and Vulnerability Assessment

The City has critical assets valued at more than \$43 million, and these assets could be left inoperable or damaged by a severe winter storm, if the supporting utilities and/or transportation routes were obstructed or damaged by the storm. If the estimated losses were even 10 percent, this would be more than \$4.3 in damages to critical assets. This does not include support assets that are critical to City operations that are not owned or maintained by the City, but rather are owned or maintained by other entities or private owners, such as electric utilities.

Road treatment and snow removal costs could run into the millions of dollars over the course of a harsh winter season, if the City experienced multiple severe winter storms in a single season.

There are 21,755 housing units in the City. Each of these structures is vulnerable to severe winter storms. The average listing price of residential structures in the City is \$182,000, resulting in estimated potential losses of \$3,959,410,000 to the City's residential housing stock. If these residential structures sustain 1 percent damage from a winter storm, this would result in more than \$3.9 million in potential losses.

Finally, each of the 46,194 residents of Minot, as well as any visitors or passersby that happened to be in the area when the storm hit, are vulnerable to and at-risk from severe winter storms. Of these 46,194 people, 3,313 (7.2 percent) were under age five. 5,959 (13 percent) were over age 65. This means that more than 20 percent of the population of Minot, on average, is potentially more vulnerable to the extreme cold element of the hazard, as the very young and the elderly are usually more vulnerable to extreme cold.

Identified Data Limitations

Data that could be developed to improve this municipal-level risk assessment for this hazard includes:

- Data regarding building construction types and ages;
- Data regarding commercial, industrial, and business assets within the City, including values; and
- Data regarding the location of vulnerable populations that may require services or special attention during hazard events.

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12.4.2.7 Hazardous Materials Incident

Vulnerability to the Hazard

Vulnerabilities to people are often significant during hazardous materials incidents. Depending on the exact material and concentration released, the health impacts to humans can be short term, long term, minor, or significant. Those in the area of the immediate release would have little or no warning prior to exposure, and would have little or no time to evacuate. Those further away may have more time to evacuate, depending on the circumstances and the conditions.

Vulnerabilities also exist to the environment, in particular air, water, and soil. For example, water sources can be threatened or contaminated by hazardous releases. A single release can create hazardous conditions for an entire area or an entire watershed. Sensitive habitats can be damaged by a reduction in air, water, and soil quality, which can lead to plant and wildlife injury or death.

While it is possible that structural losses would occur, these are more likely to occur in the immediate area of an incident involving an explosion or fire. In many cases, the vulnerability lies in contamination and in the resulting loss of use/function prior to clean up.

Qualitative Risk and Vulnerability Determination

The Committee determined that the City of Minot has some vulnerability to and risk from the hazard, as detailed in the table below. These results were averaged from all responses received.

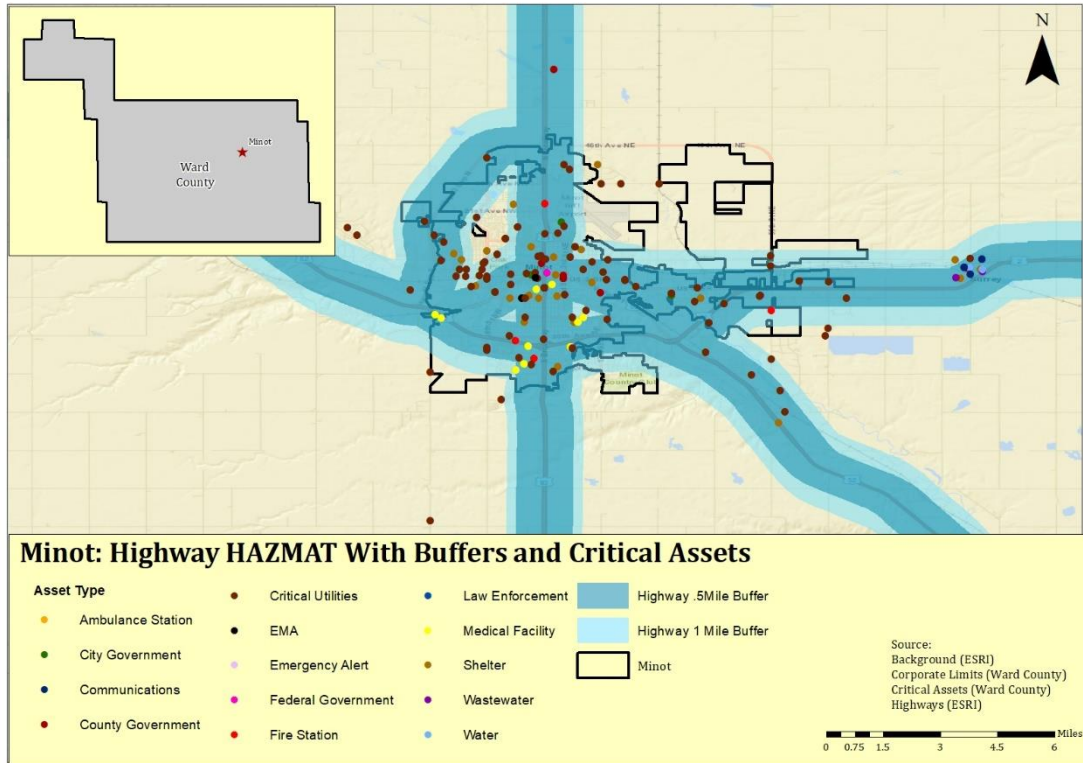
Hazard	Potential Vulnerability/ Impact to People or Life Safety	Potential Vulnerability/ Impact to Assets or Infrastructure	Potential Vulnerability/ Impact to Service Delivery	Average Vulnerability / Impact Ranking
Hazardous Materials Incident	Low/moderate	Low	Low/moderate	Low/moderate

Quantitative Risk and Vulnerability Assessment

To estimate the risk and vulnerability of the City to the hazard, a scenario was developed for each transport route. This scenario was limited to approximate locations only, and does not account for situational specifics, such as climate, time of day, or specific materials. The following figures display the results of the scenarios.

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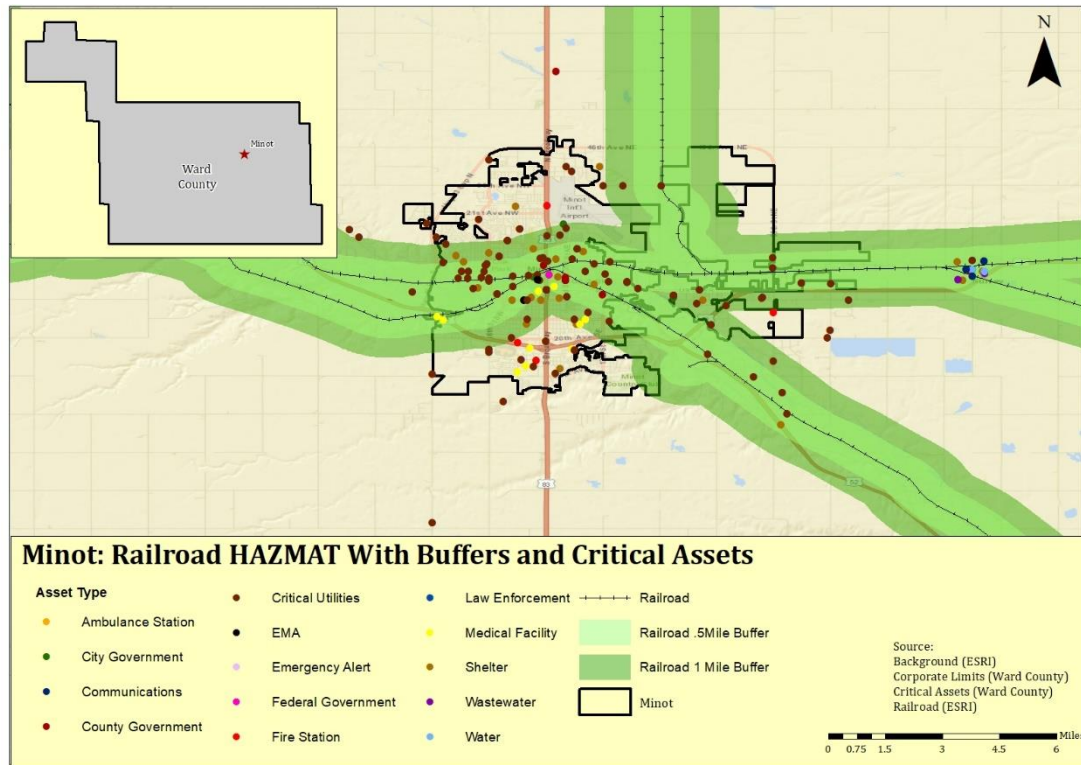
1744 Figure 15: City of Minot Critical Assets and Highway HazMat Buffers



1745 In this figure, it is clear that the majority of critical assets in the City of Minot lay within either ½ mile or
1746 one mile of a highway, and therefore within the ½ mile or one mile buffer of a hazmat incident. A
1747 complete list of the assets exposed in this scenario may be found in the *Tabular Data* annex.
1748
1749

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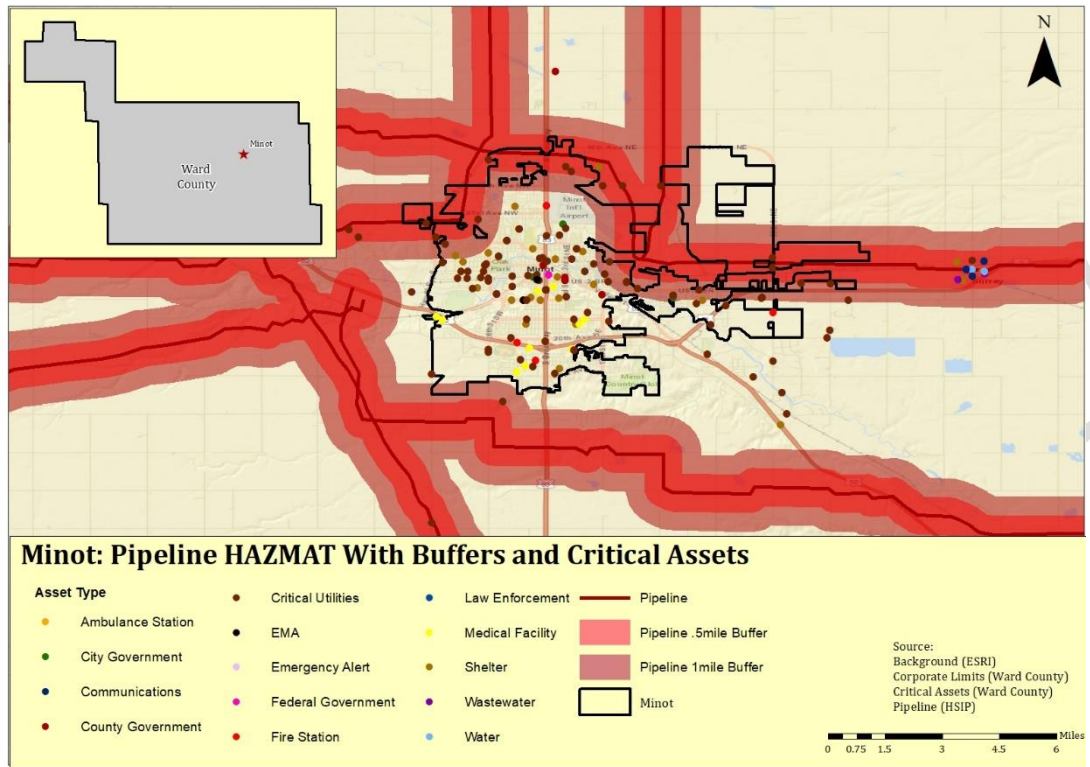
1750 Figure 16: City of Minot Critical Assets and Railroad HazMat Buffers



1751 In this figure, it is clear that the majority of critical assets in the City of Minot lay within either ½ mile or
1752 one mile of a rail line, and therefore within the ½ mile or one mile buffer of a hazmat incident. A
1753 complete list of the assets exposed in this scenario may be found in the Tabular Data annex.
1754
1755

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1756 Figure 17: City of Minot Critical Assets and Pipeline HazMat Buffers



As indicated in this figure, the City's exposure to pipeline hazmat incidents is somewhat lower than that of highways or rail lines, at least based on location. The following facilities lay within ½ mile of an identified pipeline:

- Eric Ramstad Middle School
- West River Water Kings Ct Lift Station
- West River Water Lift Station
- Airport Industrial Lift
- Eagles Landing Lift
- Minot Mill Lift
- Stonebridge Lift
- 1011 Outdoor Warning Siren
- 1014 Outdoor Warning Siren
- North Hill Reservoir & Booster
- South Hill Meter Pit
- East Side Water Tower
- MAFB Meter Vault
- 30th St Sanitary Sewer Lift Station
- 55th St. Sanitary Sewer Lift Station
- Bolton Heights Sanitary Sewer Lift Station

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- 1779 • Flickertail Sanitary Sewer Lift Station
- 1780 • Kooper Sunrise Sanitary Sewer Lift Station

1781

1782 When the buffer is expanded to one mile, the following additional critical facilities are exposed in this
1783 scenario:

1784

- 1785 • Nedrose School
- 1786 • Bel Air Elementary School
- 1787 • Jefferson Early Childhood Center
- 1788 • Minot Public Works
- 1789 • North Prairie Minot Water & Sewer Maintenance Rural Water District
- 1790 • Burdick Lift
- 1791 • Control Lift
- 1792 • FEMA Lift
- 1793 • Muus Lift
- 1794 • Nedrose Lift
- 1795 • Sixty-Fourth Street Lift
- 1796 • 1003 Outdoor Warning Siren
- 1797 • 1016 Outdoor Warning Siren
- 1798 • 1017 Outdoor Warning Siren
- 1799 • 1018 Outdoor Warning Siren
- 1800 • Southeast Water Tank
- 1801 • East Side Booster Station
- 1802 • Souris Court Lift Station
- 1803 • Roosevelt Park Lift Station
- 1804 • Perkett Ditch Lift Station
- 1805 • 64th St. Sanitary Sewer Lift Station

1806

1807 There are 21,755 housing units in the City. Each of these structures is vulnerable to a hazardous materials
1808 incident. The average listing price of residential structures in the City is \$182,000, resulting in estimated
1809 potential losses of \$3,959,410,000 to the City's residential housing stock.

1810

1811 Finally, each of the 46,194 residents of Minot, as well as any visitors or passersby that happened to be in
1812 the area when the incident occurred, are vulnerable to and at-risk from a hazardous materials incident.

1813

1814 [Identified Data Limitations](#)

1815 Data that could be developed to improve this municipal-level risk assessment for this hazard includes:

1816

- 1817 • Data regarding building construction types and ages;
- 1818 • Data regarding commercial, industrial, and business assets within the City, including values; and

- Data regarding the location of vulnerable populations that may require services or special attention during hazard events.

12.5 Capability Assessment (Updated)

A capability assessment adds context to a mitigation plan by providing an inventory of a municipality's programs and policies, and an analysis of its capacity to carry them out. These are essential for developing mitigation strategies and actions.

This capability assessment is a review of the City of Minot's resources to identify, review, and analyze what the city is currently doing to reduce losses, and to identify the framework that is in place for the implementation of new mitigation activities. In addition, this assessment will be useful in gauging whether the current local organizational structures and inter-jurisdictional coordination mechanisms for hazard mitigation could be improved, and how.

This local capability is extremely important, because the municipal officials know their own landscape best. Additionally, many of the most critical and effective hazard mitigation strategies and programs, including enforcement of floodplain management, building codes, and land-use planning, require a strong local role to achieve effective implementation.

This capability assessment primarily results from research and interviews with City staff. Relevant documents were reviewed related to hazard mitigation, including the State of North Dakota Hazard Mitigation Plan, as well as state and federal sources related to funding, planning, and regulatory capability.

For this assessment, a written questionnaire was provided to the jurisdiction, with a request that it be completed by a person or persons knowledgeable of the topics. The survey generally covered a variety of topics, including administrative and fiscal capacity, planning and zoning, floodplain management, and inter- and intra-governmental coordination.

The general findings of the survey were:

- **Knowledge of mitigation programs and practices** – the City is familiar with hazard mitigation programs, and has implemented hazard mitigation projects in the wake of the 2011 Souris (Mouse) River flooding. In addition, the City is currently seeking funding for the Mouse River Flood Protection Plan, which will be a significant hazard mitigation effort, relying on the resources of multiple local, state, and federal partners.
- **Current/ongoing mitigation efforts** – the City has implemented an array of hazard mitigation projects since the 2011 flood, and maintains a listing of residents who will need additional assistance with evacuations, so that proper planning and timing can be ensured.

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- **Intra- and inter-governmental coordination** – the City does participate in intra- and intergovernmental coordination efforts, including participating in planning efforts. For example, the City has an Emergency Operations Plan that is part of the County’s Emergency Operations Plan, which will provide some framework for emergencies and disasters in the City. In addition, the city participates in mutual aid agreements and is a participant in this hazard mitigation plan.
- **Planning** – The City does not currently have either a COOP/COG or a disaster recovery plan, though some departments (police and fire) do have such a plan. However, the City does have a comprehensive plan as well as an evacuation plan and a sheltering plan. The City practices stormwater management, and is a member of the NFIP.
- **Staff, personnel, and technical capability** – as of this Plan, the City has strong capability and capacity regarding hazard mitigation, and is moderately confident in their abilities to administer hazard mitigation projects and programs. Like most capabilities, it could be improved with experience and additional resources.

Like other municipalities within Ward County, Minot relies on the framework established by the state government for technical assistance, and on the state and federal government for funding.

Conclusions and Recommendations

Minot should continue to build its capability and capacity for disaster recovery and hazard mitigation, and should continue to work towards this end.

12.6 Mitigation Strategy (Updated)

Requirement §201.6(c)(3): *[The plan shall include the following] a mitigation strategy that provides the jurisdiction’s blueprint for reducing the potential losses identified in the risk assessment, based on existing authorities, policies, programs, and resources, and its ability to expand on and improve these existing tools. This section shall include:*

Requirement §201.6(c)(3)(i): *A description of mitigation goals to reduce or avoid long-term vulnerabilities to the identified hazards.*

Requirement §201.6(c)(3)(ii): *A section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure. All plans approved by FEMA after October 1, 2008 must also address the jurisdiction’s participation in the NFIP, and continued compliance with NFIP requirements, as appropriate.*

Requirement: §201.6(c)(3)(iii): *An action plan describing how the actions identified in section (c)(3)(ii) will be prioritized, implemented, and administered by the local jurisdiction. Prioritization shall include a special emphasis on the extent to which benefits are maximized according to a cost benefit review of the proposed projects and their associated costs.*

Requirement §201.6(c)(3)(iv): *For multi-jurisdictional plans, there must be identifiable action items specific to the jurisdiction requesting FEMA approval or credit of the plan.*

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12.6.1 Mitigation Goals

The table below provides the mitigation goals that guide the City's mitigation strategy, compared to the goals of the 2013 plan.

Table 18: City of Minot Mitigation Goals

2013 Goals	2013 Goals	Notes
Reduce the effects of hazards throughout the planning area.	Reduce the effects of hazards throughout the planning area.	Goal remains valid.
Increase public and local leadership awareness of hazards, risks, and vulnerabilities; increase support for mitigation activities through increased awareness.	Increase public and local leadership awareness of hazards, risks, and vulnerabilities; increase support for mitigation activities through increased awareness.	Goal remains valid.
Protect public health and safety before, during, and after hazard events.	Protect public health and safety before, during, and after hazard events.	Goal remains valid.
Ensure post-disaster operability of critical assets and infrastructure.	Ensure post-disaster operability of critical assets and infrastructure.	Goal remains valid.
Provide long-term mitigation solutions to vulnerable areas/structures that experience hazard damage or loss, particularly those with repetitive damage or loss.	Provide long-term mitigation solutions to vulnerable areas/structures that experience hazard damage or loss, particularly those with repetitive damage or loss.	Goal remains valid.

12.6.2 Mitigation Actions

12.6.2.1 Comprehensive Range of Mitigation Actions

The Committee discussed a comprehensive range of mitigation actions to address the identified risks and vulnerabilities for the City of Minot, including;

Flood Mitigation Actions

Retrofitting structures prone to periodic flooding is an effective mitigation technique to reduce the flood loss of property. Techniques include the elevation of structures, mitigation reconstruction, dry flood proofing, wet flood proofing, and drainage improvements and installation of generators.

Elevation involves raising a structure on a new foundation so that the lowest floor is above the Base Flood Elevation (BFE). Almost any type and size of structure can be elevated.

Dry flood proofing is completely sealing the exterior of a building to prevent the entry of flood waters. Techniques include the building of floodwalls adjacent to existing walls, the installation of special doors to

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seal out floodwaters, and special backflow valves for water and sewer lines. Unlike wet flood proofing, which allows water to enter the house through wall openings, dry flood proofing seals all openings below the flood level and relies on the walls of the house to hold water out.

Wet flood proofing includes measures applied to a structure that prevent or provide resistance to damage from flooding while allowing floodwaters (this includes flooding of interior spaces with clean water from city water or wells, instead of flood water) to enter the structure or area. Generally, this includes properly anchoring the structure, using flood resistant materials below the determined flood elevation, protection of mechanical and utility equipment, and use of openings or breakaway walls. Wet flood proofing includes low-cost mitigation measures such as raising air conditioners, heat pumps, and hot water heaters on platforms above the determined flood elevation.

Becoming a member of the NFIP and/or the CRS program can provide the community with access to flood insurance and with increased floodplain management and regulation, which will lead to a decrease in the level of risk and vulnerability faced by the community.

Wind Mitigation Actions

Structures can be retrofitted to withstand high winds by installing shutters, roof tie-downs and other storm protection features. The exterior integrity (i.e. building envelope) is maintained by protecting the interior of the structure and providing stability against wind hazards associated with extreme winds. This also improves the ability to achieve a continuous load path. These types of measures can be relatively inexpensive and simple to put in place.

To protect from extreme winds, safe rooms can be constructed or retrofitted into existing buildings. Safe rooms protect the lives of the people inside, providing a safe haven for the duration of the storm.

Drought and Fire Mitigation Actions

In general, communities can have little influence or impact on mitigating the impact of droughts except through ensuring adequate water supplies for normal circumstances and through implementation of water conservation measures when drought conditions are imminent. Undertaking drought impact studies, as well as searching for alternative water supplies can both set the foundation for future mitigation measures.

Communities can join the Firewise program, to help with education and outreach to prevent fire in the community. Maintaining defensible space, training of firefighters, and clearing of woody debris are all excellent mitigation activities for fire.

Early Warning Systems

With sufficient warning of a hazard event, a community and its residents can take protective measures such as moving personal property, cars, and people out of harm's way. When a threat recognition system is combined with an emergency response plan that addresses the community's hazard vulnerabilities,

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considerable damage can be prevented. This system must be coupled to warning the public, carrying out appropriate tasks, and coordinating the hazard response plan with operators of critical facilities. A comprehensive education and outreach program is critical to the success of early warning systems so that the public, operators of critical facilities, and emergency response personnel will know what actions to take when warning is disseminated.

Early warning systems include siren systems, reverse 911 systems, and other technologies used to warn faculty and students of impending events.

Early warning systems serve to assist the communities with problems experienced from floods, hurricanes, tornadoes, and thunderstorms, and can also be used to notify people regarding announced evacuations.

12.6.2.2 Prioritized Mitigation Actions

This section identifies specific mitigation actions to achieve the stated goals of the Plan and to address the identified risks and vulnerabilities. For each action, an appropriate responsible party has been identified, as well as the action's applicability to either new or existing development. Also, each action has been assigned an estimated cost and suggested funding sources.

For all the actions, the timeframe for implementation is within the next five years, depending on availability of funding and resources.

Each of these actions has been prioritized. Priorities were determined on a qualitative basis; factors such as general feasibility and anticipated effectiveness of risk reduction. Detailed cost-benefit analyses were not performed, but general cost-effectiveness of the actions was considered.

The method that was used to determine prioritization is called STAPLEE. This methodology considers a variety of factors; specifically, Social, Technical, Administrative, Political, Legal, Economic, and Environmental factors. This method helped the City of Minot weigh the pros and cons of different alternatives and actions for each of the actions described. The table following describes the basic criteria considered as part of the prioritization process.

Table 19: STAPLEE Criteria

STAPLEE	Criteria Explanation
S - Social	Mitigation actions are acceptable to the community if they do not adversely affect a particular segment of the population, do not cause relocation of lower income people, and if they are compatible with the community's social and cultural values.
T - Technical	Mitigation actions are technically most effective if they provide long-term reduction of losses and have minimal secondary adverse impacts.
A - Administrative	Mitigation actions are easier to implement if the jurisdiction has the necessary staffing and funding.

Ward County, North Dakota Hazard Mitigation Plan
Section 12: City of Minot

STAPLEE	Criteria Explanation
P - Political	Mitigation actions can truly be successful if all stakeholders have been offered an opportunity to participate in the planning process and if there is public support for the action.
L - Legal	It is critical that the jurisdiction or implementing agency have the legal authority to implement and enforce a mitigation action.
E - Economic	Budget constraints can significantly deter the implementation of mitigation actions. Hence, it is important to evaluate whether an action is cost-effective, as determined by a cost benefit review, and possible to fund.
E - Environmental	Sustainable mitigation actions that do not have an adverse effect on the environment, that comply with federal, state, and local environmental regulations, and that are consistent with the community's environmental goals, have mitigation benefits while being environmentally sound.

1995

1996 [Cost-Effectiveness](#)

1997 Per the regulations, communities are required to consider cost-effectiveness in the prioritization of
1998 projects and actions in their mitigation strategy. At this point, the analysis of costs and benefits has been
1999 completed at a general level. As funding becomes available and projects are scoped, a more extensive
2000 and specific process will be completed.

2001

2002 The following table provides the identified and prioritized mitigation strategy for the City of Minot. This
2003 table has been updated from the 2013 plan, and identifies those actions that have been completed or
2004 removed with this update.

2005

2006

Ward County, North Dakota Hazard Mitigation Plan
Section 12: City of Minot

2007 Table 20: City of Minot Mitigation Strategy

Goal	Action	Hazard(s)	New or previous action	New or existing development	Responsible department(s)	Resource(s)	Estimated cost	Priority	Notes/Updates
Goal 01: Reduce the effect of hazards throughout the planning area.	Continue to enforce floodplain management ordinance and practices	Flood	Previous	New and existing	Minot Engineering; Minot Floodplain Manager	General funds	\$500+	High	Action carried over from previous plan; action ongoing
Goal 01: Reduce the effect of hazards throughout the planning area.	Strengthen floodplain ordinance to require additional elevations for new development	Flood	Previous	New	Minot Engineering; Minot Floodplain Manager	General funds; Minot OEM	\$500+	High	Action carried over from previous plan; action ongoing
Goal 01: Reduce the effects of hazards throughout the planning area.	Consider joining the NFIP's Community Rating System program	Flood	Previous	New and existing	City Council; Planning Department	General funds; Ward County OEM	\$500+	Low	Action completed (will not be carried forward)
Goal 01: Reduce the effects of hazards throughout the planning area.	Maintain membership in CRS and work towards decreasing rating and premiums for policyholders	Flood	New	New and existing	City Council; Engineering; Minot OEM	General funds; Minot OEM	\$500+	Moderate	New action for 2018

Ward County, North Dakota Hazard Mitigation Plan
Section 12: City of Minot

Goal	Action	Hazard(s)	New or previous action	New or existing development	Responsible department(s)	Resource(s)	Estimated cost	Priority	Notes/Updates
Goal 02: Increase public and local leadership awareness of hazards, risks, & vulnerabilities; increase support for mitigation activities through increases awareness.	Join the NFPA's Firewise Community program	Fire	New	New and existing	City Council	Staff time and labor; in-kind contributions; Minot OEM	\$500+	Moderate	New action for 2018
Goal 02: Increase public and local leadership awareness of hazards, risks, & vulnerabilities; increase support for mitigation activities through increases awareness.	Establish public information and outreach program, to educate leaders, residents and business owners about hazards and mitigation	Communicable disease; Drought; Fire; Flood; Severe summer storm; Severe winter storm; Hazardous materials incident	Previous	NA	City Council; City Auditor	NDDes & FEMA mitigation grant funding; First District Health Unit; American Red Cross; staff time and labor; in-kind contributions; Minot OEM	\$500+	High	Action carried over from previous plan; action ongoing
Goal 03: Protect public health and safety before, during, and after hazard events.	Work with state and federal partners to determine additional structural flood protection needs, and to design and construct those measures	Flood	Previous	New and existing	Minot Public Works	FEMA & NDDes hazard mitigation grant funds	\$25,000+	High	Action carried over from previous plan; action ongoing

Ward County, North Dakota Hazard Mitigation Plan
Section 12: City of Minot

Goal	Action	Hazard(s)	New or previous action	New or existing development	Responsible department(s)	Resource(s)	Estimated cost	Priority	Notes/Updates
Goal 03: Protect public health and safety before, during, and after hazard events.	Purchase and install additional emergency power generators	Fire; Flood; Severe summer storm; Severe winter storm; Hazardous materials incident	Previous	New	Minot Public Works	FEMA & NDDDES hazard mitigation grant funds; general funds	\$60,000+	Moderate / High	Action carried over from previous plan; remains to be implemented
Goal 03: Protect public health and safety before, during, and after hazard events.	Purchase and install additional warning sirens	Fire; Flood; Severe summer storm; Severe winter storm; Hazardous materials incident	Previous	New and Existing	Minot Public Works	FEMA & NDDDES hazard mitigation grant funds; general funds	\$60,000+	Moderate / High	Action completed (will not be carried forward)
Goal 03: Protect public health and safety before, during, and after hazard events.	Study and develop mitigation solutions to existing stormwater and drainage issues that currently result in periodic flooding	Flood	Previous	Existing	Minot Public Works	FEMA & NDDDES hazard mitigation grant funds; general funds	\$25,000+	High	Action carried over from previous plan; action ongoing
Goal 04: Ensure post-disaster operability of critical assets and infrastructure.	Develop GIS data regarding recent annexations and/or recently constructed assets, to provide for better hazard and risk mapping	Communicable disease; Drought; Fire; Flood; Severe summer storm; Severe winter storm; Hazardous materials incident	Previous	New	Minot Public Works	General funds	\$1,000+	Moderate	Action carried over from previous plan; action ongoing

Ward County, North Dakota Hazard Mitigation Plan
Section 12: City of Minot

Goal	Action	Hazard(s)	New or previous action	New or existing development	Responsible department(s)	Resource(s)	Estimated cost	Priority	Notes/Updates
Goal 05: Provide long-term mitigation solutions to areas / structures that experience repetitive hazard damage or loss.	Continue collection and storage of data regarding the vulnerabilities of public assets and infrastructure, to develop mitigation actions to better protect them.	Communicable Disease; Drought; Fire; Flood; Severe summer storm; Severe winter storm; Hazardous materials incident	Previous	New and existing	Minot Public Works; City Finance Department	General fund; in-kind contributions	\$500+	Moderate	Action carried over from previous plan; action ongoing
Goal 05: Provide long-term mitigation solutions to areas / structures that experience repetitive hazard damage or loss.	Identify and acquire floodprone properties throughout the City	Flood	Previous	Existing	Minot Public Works; Minot Finance Department	FEMA & NDDDES hazard mitigation grant funding; general funds; Community Development Block Grants; other federal / state funding sources, as available	\$50,000+	High	Action carried over from previous plan; action ongoing

2008

2009



TO: Mayor Shaun Sipma
Members of the City Council

FROM: Captain John Klug

DATE: June 19, 2018

SUBJECT: FY2018 SHSG REGIONAL RESPONSE TEAMS GRANT

I. RECOMMENDED ACTION

1. Recommend authorization to apply for and, if awarded, accept the State Homeland Security Grant for Regional Response Teams for the Minot Police Department Bomb and SWAT teams; and
2. Authorize the Mayor to sign the agreement

II. DEPARTMENT CONTACT PERSONS

Jason Olson, Chief of Police	857-4715
John Klug, Captain	857-9800

III. DESCRIPTION

A. Background

The Minot Police Bomb and SWAT teams have submitted applications for funding for various items of equipment needed to advance or maintain a professional and effective level of service to the region. A total of \$142,195 was requested and there is no local match requirement for this grant.

B. Proposed Project

The Bomb Squad requested a total of \$108,000 to cover the expenses associated with the FBI Hazardous Device School (\$8,000), Full Coverage Bomb Suit (\$40,000), and X-ray Equipment (\$60,000).

SWAT requested a total of \$34,195 to cover the expenses associated with purchasing a Rescue Phone for use by Crisis Negotiators (\$21,500), Hydraulic Tactical Multi Tool (\$6,845), Free Standing Reusable Breaching Door (\$4,200), and 5 SAM Junctional Tourniquets (\$1,650).

C. Consultant Selection

If the grant is awarded the standard acquisition process will be followed to acquire the equipment or training.

IV. IMPACT:

A. Strategic Impact:

Updated equipment and proper training enhance the teams' abilities to handle various situations.

B. Service/Delivery Impact:

More effective response to handle various calls to Minot and the region of responsibility.

C. Fiscal Impact:

There is no local match requirement for this grant.

V. ALTERNATIVES

N/A

VI. TIME CONSTRAINTS

The police department was not officially notified of the grant application opening date and learned of the application availability on June 5th and applications were due on June 8th, 2018.

VII. LIST OF ATTACHMENTS

No attachments.

FFY 2019 Contract Proposal
Law Enforcement
Due: June 15, 2018

Agency: Minot Police Department
Program Administrator: John Klug Rank: Captain
Address: PO Box 5006, Minot, ND 58702-5006
Phone: Office: 701-857-9800 Cell: 701-578-8742 Email: john.klug@minotnd.org

Criteria to participate in the law enforcement traffic safety programs requires the agency to have an administrator oversee the program. The administrator is responsible for the completeness, accuracy and timely submission of all documentation. All regular work schedules must be kept on file. Hours worked in the programs must be more than, or in addition to, the officers regularly scheduled hours. Proof of payroll payment must be maintained or accessible by the agency program administrator.

A short narrative is required to address the challenges the community is having in the specific program area and must include an enforcement plan indicating the priority locations, times, officers or other strategies utilized to generate the desired performance or results. Supporting data should be used to address the area that needs improvement. Examples of data to be used are the most recent year available for crash data, arrest data, citations or behavior surveys, etc.

Verification of enforcement action taken will be conducted by the Safety Division through the TRaCs e-citation module. If an agency is generating electronic citations in a program other than TRaCs the administrator may be required to submit copies to the Safety Division as requested. Agencies utilizing paper citations will be required to provide a copy of the citations issued while working the federally funded programs.

Officers are required to enter their individual enforcement logs in the LEWR system. Information will not be entered by anyone other than the actual individual that worked the program. Supervisors or program administrators are responsible for verifying the information entered is accurate.

Date of Application: 06/12/2018 Number of Agency Sworn Personnel: 83
Patrol Vehicles: 19 # Radar Units: 19 # Video Cameras 19

As the Chief/Sheriff, I support our department's efforts to reduce the tragedies on the roadways and to enforce all restraint, alcohol, drug and distracted driving laws on a regular basis and have community support through the local council/commission leadership.

Chief/Sheriff Signature:  Date 6/12/18

Equipment Requests: If available, the maximum amount to be granted for a radar unit is \$1,500.00 after the 25% match required by the agency.

The maximum amount allowed on a video camera is \$4,000.00 with any costs exceeding \$4,000 to be paid by the agency.

Radar units requested: N/A # Video cameras requested: N/A

FFY 2019 Contract Proposal

Law Enforcement

Due: June 15, 2018

Occupant Protection: Purpose is to increase seat belt and child restraint use in an effort to decrease the number of fatalities and the severity of injuries in motor vehicle crashes. The 2019 Click It or Ticket enforcement period will run from May 20 – June 2, 2019. Two additional enforcement campaigns will be held Nov. 1 – Dec. 15 and July 1 – mid August. Only specified dates can be worked in this program.

Briefly state your community problem, enforcement plan and desired results below. Cite or attach the data used.

Salary funding amount requested: \$8,000 Mileage funding requested: \$N/A

Estimated # hours to be worked: 200 Average hourly overtime wage earned: \$40.00

Total number Agency Occupant Protection citations issued Jan. 1 – Dec. 31, 2017: 239

Problem: Studies have shown that the failure to wear seatbelts or properly restrain children can contribute to the increased chance of injury or death when involved in a motor vehicle crash.

Supporting Data: N/A

Enforcement Plan: Increase the use of seatbelts and child restraints by increasing enforcement through use of off-duty officers working overtime. This effort will increase the focus on the enforcement effort targeting drivers and occupants who aren't wearing seatbelts or restraining their children. Increase visibility also reminds people to put on a seatbelt if they forgot or chose not to wear it. The department also has a great relationship with local media and will push additional local stories promoting awareness.

Desired Results: Through increased enforcement and higher visibility, we hope to increase the use of seatbelts and child restraints; thereby, decreasing the number of injury and fatality crashes in and around the Minot community.

Impaired Driving: Purpose is to decrease the number of fatalities and injuries due to crashes involving driver alcohol and drug use. The 2019 Drive Sober or Get Pulled Over enforcement campaign will run from August 16 – September 2, 2019. The DSOGPO time frame requires a minimum of four 4-hour shifts to be worked. Two additional enforcement campaigns will be held from Dec. 16 – Jan. 31 and the month of March. Both of these time periods require a minimum of two 4-hour shifts per campaign. With adequate funding the agency may work outside the required enforcement time frames with prior notification to the Safety Division. A minimum of 32 hours must be requested to fulfill all three projected contract enforcement periods.

Briefly state your community problem, enforcement plan and desired results below. Cite or attach the data used.

Salary funding amount requested: \$19,000 Mileage funding requested: \$N/A

Estimated # hours to be worked: 475 Average hourly overtime wage earned: \$40.00

Total number Agency Alcohol and Drug arrests issued Jan. 1 – Dec. 31, 2017: 263

Problem: Drunk driving continues to be a problem for many communities across the nation. The decision to drive while impaired can result in an increased likelihood of motor vehicle crashes, which can lead to injury and death.

Supporting Data: N/A

Enforcement Plan: The Minot Police Department will participate in the statewide effort to reduce the number of impaired drivers on the roadway. Minot is a hub for events and activities, which draws drivers from surrounding communities and rural settings. The department will focus on key times, holidays, and events that are associated with celebration and increased alcohol use. We hope to

FFY 2019 Contract Proposal

Law Enforcement

Due: June 15, 2018

increase our visibility and enforcement through the use of off-duty officers conducting the enforcement to target impaired drivers. Our working relationship with local media will be used to promote awareness of our efforts to combat the problem in hope that it will reduce the number of drivers who choose to drive while intoxicated.

Desired Results: Reduce the number of impaired drivers on the roadways in the Minot area, thereby, reducing the number of property, injury, and fatality crashes. This effort will help supply a safe environment for the citizens and visitors to our community.

Underage Drinking: Purpose is to prohibit the sale and consumption of alcoholic beverage to those under 21 years of age. It is anticipated the contract will include the months of October, April and May. This program may be worked outside of the required enforcement time periods with prior notification to the Safety Division and adequate funding in the agency account.

Briefly state your community problem, enforcement plan and desired results below. Cite or attach the data used.

Salary funding amount requested: \$5,400 Mileage funding requested: \$N/A

Estimated # hours to be worked: 135 Average hourly overtime wage earned: \$40.00

Total number Agency Alcohol arrests under age 21 issued Jan. 1 – Dec. 31, 2017: 27

Problem: Minot has nearly 100 licensed liquor establishments. During the last compliance check about 10% of those establishments served a minor sent in to purchase an alcoholic beverage. The community also continues to see a problem with teenagers drinking and it is difficult to fully enforce either violation.

Supporting Data: N/A

Enforcement Plan: The first priority is to continue the compliance checks to bring licensed establishments into compliance and reduce the service to minors. The compliance checks will also bring awareness to the establishments through recognizing those businesses that passed. The second phase will use the funding to add “party patrols” to help target underage drinking at parties or to target problem areas. Both projects will use grant funding to pay off-duty officers to enforce the violations.

Desired Results: Through enforcement and awareness, we hope to have a positive impact with bar owners, thereby reducing the number of sales to minors. The additional officers targeting a specific problem will also bring the opportunity to use local media to promote the projects and remind the community that the problem still exists in Minot.

Distracted Driving: Purpose is to decrease the number of crashes as a result of driver distraction or inattention. The contract will include two separate enforcement campaigns during the months of April and September. This program may be worked outside of the required enforcement time periods with prior notification to the Safety Division and adequate funding in the agency account. This program is currently designed to be worked with spotters and chase vehicles.

Briefly state your community problem, enforcement plan and desired results below. Cite or attach the data used.

Salary funding amount requested: \$6,000 Mileage funding requested: \$N/A

Estimated # hours to be worked: 150 Average hourly overtime wage earned: \$40.00

Total number Agency Distracted Driving citations issued Jan. 1 – Dec. 31, 2017: 108

FFY 2019 Contract Proposal

Law Enforcement

Due: June 15, 2018

Problem: Distracted driving has been on the rise as more technology gets placed at the fingertips of drivers. Drivers who are distracted are more likely to be involved in a traffic crash, which often times result in injuries. It can be difficult to enforce find the violations during the course of a normal patrol shift.

Supporting Data: N/A

Enforcement Plan: Through the use of grant funding connected to the distracted driving campaigns, off-duty officers can be utilized to work a variety of enforcement efforts. We have used spotters and "chase" cars as one method to catch violators. We will be trying a variety of other options to enforce these violations such as bike patrol and discretely marked patrol vehicles to enhance and increase the number of citations issued. The increased enforcement methods paired with utilizing local media to cover our efforts, should bring more awareness to the problem and our efforts and hopefully reduce the number of people texting and partaking in other distracting activities in the Minot area.

Desired Results: Reduce distracted driving violations and crashes related to distracted driving in the Minot community and surrounding area through enhanced enforcement and general awareness.



TO: Mayor Shaun Sipma
Members of the City Council

FROM: Captain John Klug

DATE: June 19, 2018

SUBJECT: NDDOT FFY 2019 TRAFFIC SAFETY GRANT

I. RECOMMENDED ACTION

1. Recommend authorization to apply for and, if awarded, accept the North Dakota Department of Transportation (NDDOT) FY 2019 Traffic Safety Enforcement Grant for the Minot Police Department; and
2. Authorize the Mayor to sign the award agreement.

II. DEPARTMENT CONTACT PERSONS

Jason Olson, Chief of Police	857-4715
John Klug, Captain	857-9800

III. DESCRIPTION

The Minot Police Department would like authorization to apply for and accept a grant in the amount of \$38,400 from the ND Department of Transportation Traffic Safety Division for the overtime enforcement of Occupant Protection (\$8,000), Impaired Driving (\$19,000), Underage Drinking (\$5,400), and Distracted Driving (\$6,000). The grant period is October 1st, 2018 to September 30th, 2019. The police department has participated in this annual grant program on an ongoing basis.

IV. IMPACT:

A. Strategic Impact:

This grant will provide the funding to pay off-duty officers overtime to focus on the enforcement of the targeted offenses in an effort to positively impact traffic safety in the Minot community.

B. Fiscal Impact:

NDDOT grant payments are reimbursements to the fiscal authority. No matching funds are required.

V. ALTERNATIVES

N/A

VI. TIME CONSTRAINTS

The deadline for the application was June 15th, 2018.

VII. LIST OF ATTACHMENTS

Copy of the FFY 2019 Contract Proposal (Grant Application)



TO: Mayor Shaun Sipma
Members of the City Council

FROM: David Wicke, Assistant City Engineer

DATE: 6/19/2018

SUBJECT: WASHINGTON ELEMENTARY SCHOOL SAFE ROUTES TO SCHOOL
PROJECT – TRANSPORTATION ALTERNATIVES GRANT (PROJECT #4367)

I. RECOMMENDED ACTION

1. Recommend approve acceptance of federal Transportation Alternative (TA) funds in the amount of \$234,693.00.
2. Authorize staff to solicit for construction/engineering services.
3. Authorize staff to complete the project to provide safe routes to school for Washington Elementary.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer	(701) 857-4100
David Wicke, Assistant City Engineer	(701) 857-4100

III. DESCRIPTION

A. Background

In December of 2017, and after approval by the City Council, the City of Minot applied for TA funds to provide safe routes to Washington Elementary School by connecting a network of existing sidewalks to promote and improve the ability for students to walk and bicycle to and from school. Furthermore, the construction of the sidewalks will enhance overall pedestrian traffic in the vicinity with the new walks, curb ramps and crosswalks being ADA compliant with current standards.

TA funds for FY 2019 was awarded to the City of Minot in May of 2018 of a maximum amount of \$234,693.00 representing 80.93% of the total estimated construction cost of the project to construct the safe route sidewalks. The City has preliminarily allocated \$90,000.00 in the 2019 draft CIP for the local match and construction engineering cost. The City's cost share of the project will come from these funds.

B. Proposed Project

The project will construct sidewalks and crosswalks to provide safe routes for pedestrian traffic to Washington Elementary School. The project will be designed this year, with a public input meeting later in 2018.

C. Consultant Selection

The engineering department will prepare the Documented Categorical Exclusion report to the NDDOT and perform the design engineering in house. However, with the turnover in the engineering department, city staff does not have the technical expertise to perform the required NDDOT construction records portion of the project. Therefore, a consultant will have to be hired to assist the city with this aspect of the project.

On larger projects, a full request for qualifications would be solicited. This process is very time consuming and expensive for consultants, so on small projects such as this, staff is proposing to request proposals to perform this work. Staff would put together a scope of work for the project, and solicit quotes from consultants to perform the work. The estimated contract would be around \$30,000.

IV. IMPACT:

A. Strategic Impact:

The safe routes to school will have a desirable and improved pedestrian traffic in the area and will improve overall vehicular and pedestrian traffic.

B. Service/Delivery Impact:

Some traffic flows may be impacted during the construction operations, traffic control devices and/or detour routes will be employed during the work.

Some residents may have concerns with maintaining a new sidewalk in front of their property where a sidewalk currently does not exist. However, once the City accepts the grant, we must follow through on constructing the improvements.

C. Fiscal Impact:

The City's will have a 20% cost share in which budgeted funds for the 2019 CIP will be utilized to pay for the City's share. There will also be the added construction engineering costs from a consultant.

Estimated Project Costs

Preliminary Cost Estimate	\$289,995.00
Federal Transportation Alternative Funds	\$234,693.00
City of Minot Estimated Cost Share	\$60,000.00
Consultant Construction Engineering	\$30,000.00
Total City Cost Amount	<u>\$90,000.00</u>

V. ALTERNATIVES

NA

VI. TIME CONSTRAINTS

The NDDOT needs confirmation by July 14, 2018 that the City will accept the funds.

VII. LIST OF ATTACHMENTS

- A. City of Minot TA Application Documentation for Washington Elementary Safe Routes to School FY 2019

B. NDDOT's Award Notification Documentation

City of Minot

Traffic Department

Letter of Transmittal

To: Pam Wenger, TA Program Manager

Local Government Division

North Dakota Department of Transportation

Address: 608 East Boulevard Avenue

Bismarck, North Dakota 58505-0700

Date: December 18, 2017

These are transmitted as
checked below:

- ☒ For approval
- ☒ For your use
- ☐ As requested
- ☒ For review and comment

City of Minot Project Number: 4330 Washington / ORCS Safe Routes to School 2019

Copies	Description
1	City of Minot's TA Application for Fiscal Year 2019

Remarks:

Please contact me at 701-857-4111 or sunil.jeboo@minotnd.org should you have any questions. Thank you for your consideration.

cc: File

Signed:



Fiscal Year 2019 Transportation Alternatives Program Application

1. Project Name

Washington Elementary School Safe Routes to School

2. Project Location

Within the vicinity of Washington Elementary School. For your reference, please find attached Figures 1, 2 & 3 for the proposed locations.

3. Project Contact

City of Minot
PO Box 5006
Minot, North Dakota 58702

4. Contact Person

Sunil Jeboo – Traffic Engineer
sunil.jeboo@minotnd.org
PO Box 5006
Minot, North Dakota 58702
Office Phone: 701-857-4111

5. Project Sponsor

City of Minot
PO Box 5006
Minot, North Dakota 58702

6. Sponsoring Official

Lance Meyer – City Engineer
Lance.meyer@minotnd.org
PO Box 5006
Minot, North Dakota 58702
Office Phone: 701-857-4100

7. Project Description

The proposed safe route to school improvements include the following items:

- A designated school crossing placed on 6th St SE at 18th Ave SE and a 5' sidewalk placed on the north side of 18th Ave SE beginning at 6th St SE, extending approximately 375' to the east.
- A 5' sidewalk placed on both sides of 17th Ave SE from 3rd St SE to 6th St SE.
- A 5' sidewalk placed on the north side of 19th Ave SE beginning at 6th St SE, extending approximately 800' to the east
- 5' sidewalk placed on the east side of 6th St SE from 19th Ave SE to approximately 220' north of 18th Ave SE.

The proposed locations will improve the ability for students to walk and bicycle to school and provide safe routes for non-drivers and individuals with disabilities. To date, sidewalks are not located at the above-mentioned areas.

8. Project Cost

Construction is estimated at \$289,995.00. The 80% federal share will be \$231,996.00, and the 20% local share will be \$57,999.00. Please refer to the enclosed Engineer's Estimate.

9. TAP Eligibility Categories

The proposed project fits under the following categories identified as eligible under the Transportation Alternatives Program:

"A. Construction of on-road and off-road trail facilities for pedestrians bicyclists and other non-motorized forms of transportation, including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990."

"B. Construction of infrastructure related projects that will substantially improve the ability of students to walk and bicycle to school."

"C. Construction of infrastructure related projects and systems that will provide safe routes for non- drivers and individuals with disabilities to access daily needs."

"H. Safe Routes to School projects including sidewalk improvements, traffic calming and speed reduction improvements, and pedestrian and bicycle crossing improvements."

The project, in its entirety, fits under the activity listed above.

10. Supporting Data

In 2010, a comprehensive study titled “*Minot Safe Routes to School Study*” was conducted for the City of Minot. The purpose of the study was to inventory existing safe routes to school for Minot elementary student and to identify and prioritize infrastructure improvements necessary to expand Minot’s safe route to school networks.

The referenced project falls in line with necessary improvements as prioritized in the comprehensive study. To date, improvement priorities 1, 2, 3, 6, 11 and 12 identified in the *Minot Safe Routes to School Study* have been completed.

The proposed project for 2019 follows the recommended safe route improvements listed as priorities 4, 5 and 14 in the *Minot Safe Routes to School Study*. Please see the attached maps for exact project locations.

The City of Minot is in support of the project. The City Council previously approved the development and implementation of the *Minot Safe Routes to School Study*.

11. Public Accessibility

Upon project completion, The City of Minot will be the owner. The sidewalks will be located within existing right-of-way and will be accessible to the public.

12. Matching Funds Provided By

The City of Minot will provide matching funds for the project. The anticipated cost share will be included in the 2019 Capital Improvements Plan Budget and paid with General Obligation Bonds.

13. Will Right of Way for This Project Be Needed?

No, the project will be constructed within existing public right-of-way.

14. Maintenance of This Project Will Be Provided By

The sidewalk will be maintained by adjacent property owners.

15. Environmental Impacts

Land Use: No impact to current land use is anticipated.

Farmland: This project will not use farmland.

Social:

- The project is expected to increase safety and promote walking and bicycling to and from school, as well as, general pedestrian traffic in the area.

- An increase in pedestrian traffic should result in a decrease in motor vehicle traffic and an overall decrease in traffic congestion, air pollution, and noise pollution.
- Increasing pedestrian traffic is expected to have a positive effect on public health due to the benefits of exercise and a decrease in emissions and greenhouse gases produced from motor vehicles.
- The impacts upon walking/bicycling students will be positive, as the proposed project will provide and encourage a safe and convenient transportation corridor for walking/bicycling students.
- The proposed project is expected to increase student safety via connecting to existing sidewalk networks located within close proximity to Washington Elementary School.

Economic: This project is expected to boost economic growth due to allowing alternative modes of transportation.

Relocation: People or businesses will not be displaced due to this project.

Wetlands: This project will not result in fill material being placed in any wetlands.

Floodplain: This project is not within a floodplain.

Cultural Resources: The project will not affect adjacent properties.

Hazardous Waste: Hazardous waste sites are not located in the area of the project.

16. Signatures

Contact Person

Responsible City Official




Sunil Jeboo
City of Minot, Traffic Engineer

Lance Meyer
City of Minot, City Engineer

17. Attachments

Figure 1 - Priority # 4
Figure 2 - Priority # 5
Figure 3 - Priority # 14
Engineer's Construction Cost Estimate



Washington/ORCS SRTS Project Figure 1 - Priority #4

PHOTO: APRIL 2015

MAP CREATED: DECEMBER 2017

CITY OF MINOT PROJECT #: 4330

LOCATION: SECTION 25-155-83



CROSSWALK



SIDEWALK

City of Minot
Engineering Department



Washington/ORCS SRTS Project Figure 2 - Priority #5

PHOTO: APRIL 2015

MAP CREATED: DECEMBER 2017

CITY OF MINOT PROJECT #: 4330

LOCATION: SECTION 25-155-83

 CROSSWALK
 SIDEWALK

City of Minot
Engineering Department



Washington/ORCS SRTS Project Figure 3 - Priority #14

PHOTO: APRIL 2015

MAP CREATED: DECEMBER 2017

CITY OF MINOT PROJECT #: 4330

LOCATION: SECTION 25-155-83



CROSSWALK



SIDEWALK

City of Minot
Engineering Department



Engineer's Estimate
Washington Elementary Safe Routes to School (Priorities 4, 5 & 14)
11-Dec-17

Item	Spec	Code	Description	Unit	Quantity	Unit Price	Amount
1	103	0100	CONTRACT BOND	LS	1	\$ 5,000.00	\$ 5,000.00
2	201	0330	CLEARING AND GRUBBING	LS	1	\$ 5,000.00	\$ 5,000.00
3	202	0112	REMOVAL OF CONCRETE	SY	260	\$ 30.00	\$ 7,800.00
4	202	0119	SAW CONCRETE	LF	400	\$ 30.00	\$ 12,000.00
5	202	0130	REMOVAL OF CURB & GUTTER	LF	500	\$ 20.00	\$ 10,000.00
6	202	0132	REMOVAL OF BITUMINOUS SURFACING	SY	100	\$ 20.00	\$ 2,000.00
7	203	0103	COMMON EXCAVATION - TYPE C	CY	389	\$ 25.00	\$ 9,725.00
8	302	0120	AGGREGATE BASE COURSE CL 5	TN	450	\$ 35.00	\$ 15,750.00
10	408	1255	SAWING BITUMINOUS PAVEMENT-FULL DEPTH	LF	475	\$ 20.00	\$ 9,500.00
11	430	2000	HOT MIX ASPHALT PATCHING	TN	15	\$ 170.00	\$ 2,550.00
12	702	0100	MOBILIZATION	LS	1	\$ 15,000.00	\$ 15,000.00
13	704	1100	TRAFFIC CONTROL	LS	1	\$ 8,000.00	\$ 8,000.00
14	708	2240	SEEDING - TYPE B - CL II	ACRE	0.4	\$ 5,000.00	\$ 2,000.00
15	708	3020	TOPSOIL IMPORTED	CY	90	\$ 28.00	\$ 2,520.00
16	748	0140	CURB & GUTTER - TYPE I	LF	500	\$ 40.00	\$ 20,000.00
17	750	0115	SIDEWALK CONCRETE 4 IN	SY	1700	\$ 75.00	\$ 127,500.00
18	750	2115	DETECTABLE WARNING PANELS	SF	200	\$ 65.00	\$ 13,000.00
19	754	0117	FLAT SHEET FOR SIGNS - TYPE 3 A - REFLECTIVE SHEETING	SF	50	\$ 30.00	\$ 1,500.00
20	754	0206	STEEL GALVANIZED POSTS - TELESCOPING PERFORATED	LF	120	\$ 25.00	\$ 3,000.00
21	754	0593	RESET SIGN SUPPORT	EACH	5	\$ 100.00	\$ 500.00
22	762	1307	PREFORMED PATTERNED PVMT MK 6IN LINE-GROOVED	LF	130	\$ 25.00	\$ 3,250.00
23	762	1325	PREFORMED PATTERNED PVMT MK 24IN LINE-GROOVED	LF	288	\$ 50.00	\$ 14,400.00
				Subtotal			\$ 289,995.00
				Total			\$ 289,995.00



North Dakota Department of Transportation

Thomas K. Sorel
Director

Doug Burgum
Governor

May 31, 2018

Lance Meyer
City of Minot Engineer
PO Box 5006
Minot, ND 58702

Dear Mr. Meyer:

Subject: 2019 Transportation Alternatives (TA) Program Projects

It is my pleasure to inform you that the Minot Washington Elementary School Safe Routes to Schools Project was selected for TA funding. Your project will be funded to a maximum of \$234,693 for construction in 2019. Pam Wenger, of the North Dakota Department of Transportation, will soon be contacting you about project details.

It is encouraging to see the commitment that the city of Minot has made on the continued development of a safe and accessible safe routes to school sidewalk system. This project is important toward improving pedestrian and bicycle movements and will benefit the quality of life in your active community.

Sincerely,

Thomas K. Sorel
Director

38/pjw



North Dakota Department of Transportation

Thomas K. Sorel
Director

Doug Burgum
Governor

June 1, 2018

Lance Meyer
City of Minot Engineer
PO Box 5006
Minot, ND 58702

Subject: Minot Washington Elementary School Safe Routes to Schools Project

Congratulations on the recent award of Transportation Alternatives (TA) funds for your Minot Washington Elementary School Safe Routes to Schools Project.

The federal aid project will be funded with 80.93% federal TA funds up to a maximum of \$234,693. These funds are for construction costs only.

Because of the high demand for TA funded projects, please notify us by July 14, 2018, that the local finances needed to plan and design this project are available.

It is presently planned that this project be developed, bids taken, and constructed by the end of the 2019 construction season. To meet this date, we encourage you to start project development and work towards a plan completion date between December 1, 2018, and March 15, 2019. The TA funds are for federal FY 2019 and these funds must be authorized by FHWA before the end of the fiscal year. The latest date that a completed set of plans can be submitted to the NDDOT is August 15, 2019. If you do not meet this date, your award of funds may be rescinded.

The process for the development of DOT projects shall be used and I will be able to assist you in the development of your project.

Once again, please notify us by July 14, 2018, what the wishes of the city of Minot are in regards to this project. You can contact me at 701-328-4787 if you have any questions.

A handwritten signature in blue ink that reads "Pam Wenger".

Pam Wenger
Local Government Division

38/sbh



TO: Mayor Shaun Sipma
Members of the City Council

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

DATE: 6/18/2018

SUBJECT: **HANDICAPPED ACCESSIBLE PARKING SPACE ADDITION 1ST AVENUE SE**

I. RECOMMENDED ACTION

1. Recommend council pass on 1st reading the proposed ordinance to add a handicapped accessible parking space on the north side of 1st Avenue SE, west of 1st St SE intersection.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer	857-4100
David Wicke, Assistant City Engineer	857-4100

III. DESCRIPTION

A. Background

The Parker Center downtown has requested a handicapped accessible parking space at the corner of 1st St/1st Ave SE on the north side of 1st Ave.

B. Proposed Project

Staff has reviewed the location of the proposed handicapped accessible parking space. The proposed space is adjacent to an ADA accessible curb ramp at the corner.

C. Consultant Selection

N/A

IV. IMPACT:

A. Strategic Impact:

N/A

B. Service/Delivery Impact:

The addition of the handicapped accessible stall in this location will serve citizens at the Parker Center that need additional assistance regarding mobility.

C. Fiscal Impact:

A new sign post and new handicapped accessible signs will need to be installed for this location. The approximate cost of the materials will be \$700 and will come from the traffic department sign, signal, and maintenance budget.

V. ALTERNATIVES

Alt 1. The Council could choose to keep the 2-hour parking regulation in place, and not move forward with the ordinance change to add the handicapped accessible parking stall.

Alt 2. Move forward with the ordinance revision and add the handicapped accessible stall.

VI. TIME CONSTRAINTS

The ordinance change will go into effect after two readings of the ordinance. Once the ordinance is changed, traffic department staff will install the signs and the ordinance will go into effect.

VII. LIST OF ATTACHMENTS

A. Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE DELETING FROM AND ADDING TO THE LIST OF CITY COUNCIL CREATED TRAFFIC RESTRICTIONS PROVIDED FOR IN CHAPTER 20, ARTICLE 1, SECTION 20-2 OF THE CITY OF MINOT CODE OF ORDINANCES.

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

Section 1. The following described zone is hereby deleted to the list of City Council created traffic restrictions provided for in **SECTION 20-2 (a) (4): LIMITED TIME PARKING ZONES**

Two hour parking on the north side of 1st Avenue SE from the intersection of 1st Street SE to 20 feet west.

Section 2. The following described zone is hereby added to the list of City Council created traffic restrictions provided for in **SECTION 20-2 (a) (14): PARKING ZONE TO WHICH SPECIAL RESTRICTIONS APPLY**

One accessible parking stall on the north side of 1st Avenue SE from the intersection of 1st Street SE to 20 feet west.

Section 3. This ordinance shall be in full force and effect from and after its approval, passage and proper sign posting.

Section 4. Penalty Clause: The penalty for any violation of the provisions of the ordinance shall be in accordance with Section 1-8 of the City of Minot Code of Ordinances.

PASSED FIRST READING:

PASSED SECOND READING:

APPROVED:

Shaun Sipma, Mayor

ATTEST:

Kelly Matalka, City Clerk



TO: Mayor Shaun Sipma
Members of the City Council

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

DATE: 6/19/2018

**SUBJECT: RIGHT OF WAY ENCROACHMENT APPLICATION SMOKE FREE
ENVIRONMENT SIGNS**

I. RECOMMENDED ACTION

1. Recommend approval of the Right of Way Encroachment Agreement Application submitted by the Downtown Business and Professional Association for the installation of 4 Smoke Free Environment signs to be located on Main St at the intersections of Central, 1st, 2nd, and 3rd Avenues at locations approved by the City Engineer.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer	857-4100
David Wicke, Assistant City Engineer	857-4100

III. DESCRIPTION

A. Background

The Downtown Business and Professional Association (DBPA) is working with 1st District Health Unit to obtain Smoke Free Environment signs to be placed downtown. The signs are intended to remind citizens of the State law in place regarding smoking around public entrances. Also, the signs ask that cigarette butts are not thrown on the ground which has become an issue downtown.

B. Proposed Project

The proposal is to install 4 signs on Main St at the intersections of Central, 1st, 2nd, and 3rd Avenues. The exact locations around those intersections have not been chosen yet. The signs are 12" by 18" which are quite large in comparison to other signs on the corridor. There may be some issues with finding a location to post the signs, but those issues will have to be worked out in the field.

If the City Council deems that the request is warranted, it should be approved with the following recommendations:

1. That the City Council approves the encroachment listed above.
2. That the permit holder agrees that the costs of maintenance and replacement be their responsibility.
3. That the City Attorney prepares the encroachment permit agreement, including language to protect the City from liability.
4. That the City Council retains the right to revoke the encroachment permit if it becomes necessary for any reasons.
5. That the permit holder pays a \$100 permit fee.

6. That the permit holder shall obtain and comply with insurance coverage requirements.
7. No person may install the proposed signs within the public right-of-way without having first obtained a permit from the City Engineer.

C. Consultant Selection
N/A

IV. IMPACT:

A. Strategic Impact:
N/A

B. Service/Delivery Impact:
The posting of the signs downtown is an effort to keep the downtown area clean and remind citizens of the State law regarding smoking around public entrances.

C. Fiscal Impact:
There will be no fiscal impact to the City. The DBPA will be responsible for installing the signs and removing them if the need would arise.

V. ALTERNATIVES

Alt 1. Council could deny the encroachment. The business owners would have to post the signs in their windows.

VI. TIME CONSTRAINTS

The grant which funds the signs is expiring at the end of June. The DBPA would need to know by the end of June if the council will grant the encroachment.

VII. LIST OF ATTACHMENTS

A. Encroachment Application

City of Minot

Engineering Department

RIGHT OF WAY ENCROACHMENT AGREEMENT APPLICATION

Contact Information:

Applicant/Owner Downtown Business + Professional Assoc.

Mailing Address 21 1st Ave SE

Phone 701 - 240 - 5139
Margie Bolton

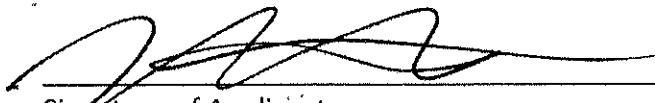
Email downtownminot@gmail.com

Application Information:

Address of Requested Encroachment Main St. S.

Legal Description of Property _____

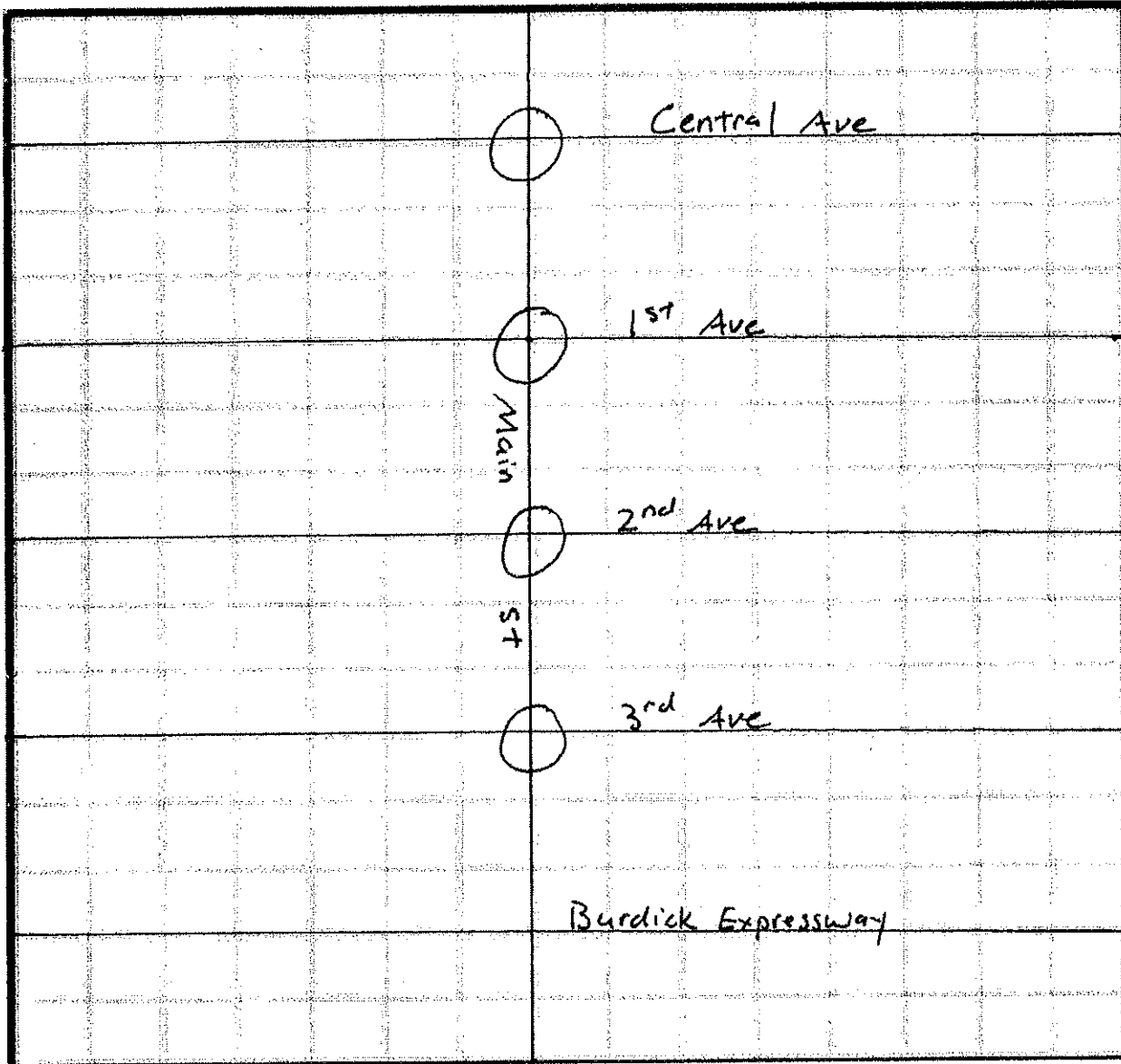
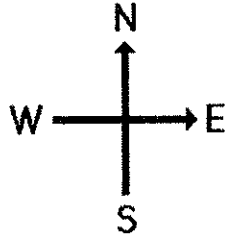
Briefly describe the reason for this request Public Education for the
Breathe ND program in the downtown
business district.


Signature of Applicant

6-19-18
Date

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

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



SmokeFree!

ENVIRONMENT

Smoking, including the use of e-cigarettes, is prohibited within 20 feet of public entrances

INCLUDING DOORS AND WINDOWS THAT OPEN AND ANY AIR INTAKE

N.D.C.C. 23-12-9 to 23-12-11

PLEASE DO NOT THROW CIGARETTE
BUTTS ON THE GROUND!



BreatheND

Local Public Health Working For You.



TO: Mayor Shaun Sipma
Members of the City Council

FROM: David Wicke, Assistant City Engineer

DATE: 6/19/2018

SUBJECT: XCEL ENERGY EASEMENT REQUEST ON CITY PROPERTY

I. RECOMMENDED ACTION

1. Recommend council approve the easements on the City owned property.

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer	(701) 857-4100
David Wicke, Assistant City Engineer	(701) 857-4100

III. DESCRIPTION

A. Background

Xcel Energy has requested an easement on city property(s) located at Lots 1 – 3, Block 1, Ramstads's 3rd Addition (at the northwest corner of 1st St NW and 4th Ave NE.) The easement is necessary to relocate service lines on the north side of 4th Ave NE so as not to be in conflict with flood wall construction.

B. Proposed Project

N/A

C. Consultant Selection

NA

IV. IMPACT:

A. Strategic Impact:

The easement will allow Xcel Energy to relocate service lines that will not be in conflict with the new flood wall construction.

B. Service/Delivery Impact:

N/A

C. Fiscal Impact:

N/A

V. ALTERNATIVES

NA

VI. TIME CONSTRAINTS

NA

VII. LIST OF ATTACHMENTS

- A. Easement Agreement
- B. Electric Easement (Exhibit A)

ELECTRIC EASEMENT

KNOW ALL BY THESE PRESENTS, That the undersigned, hereinafter called "Grantor", in consideration of the sum of \$1.00 and other good and valuable consideration in hand paid by **NORTHERN STATES POWER COMPANY**, a Minnesota Corporation, the receipt and sufficiency whereof is hereby acknowledged, do hereby, grant unto said Company its successors and assigns, hereinafter called "Grantee", an easement with the right, privilege and authority to excavate for, construct, install, mark, inspect, operate, repair, alter, replace, reconstruct, remove and maintain its facilities for the transmission and distribution of electrical energy, including the necessary poles, wires, guys, stubs, electric cables, conduits, vaults, pedestals, manholes and facilities related and appurtenant thereto, over, across, under and upon the following described land situated in the County of **Ward**, State of North Dakota, (hereinafter called "Property") to-wit:

South 100 feet of Lot 1, Block 1, Ramstad's Third Addition to the City of Minot, Ward County, North Dakota.

AND

Lot 2, less the North 40' thereof, Block 1, Ramstad's 3rd Addition to the City of Minot, Ward County, North Dakota.

AND

Lot 3, Block 1, Ramstad's Third Addition to the City of Minot, Ward County, North Dakota.

Except for the right of access, tree trimming and temporary working area, said easement shall be limited to that part of the Property (hereinafter called "Easement Area") described as follows:

The North 10.00 feet of the South 100 feet of Lot 1, Block 1, Ramstad's Third Addition to the City of Minot, Ward County, North Dakota.

AND

The South 10.00 feet of the North 20.00 feet of Lot 2, less the North 40' thereof, Block 1, Ramstad's 3rd Addition to the City of Minot, Ward County, North Dakota.

AND

The South 10.00 feet of the North 60.00 feet of Lot 3, Block 1, Ramstad's Third Addition to the City of Minot, Ward County, North Dakota.

The grant of easement herein contained shall also include the right of reasonable access to said easement across the Property for the purpose of exercising the rights granted herein, together with the right to remove from Easement Area any structure, trees, shrubbery, or other object or obstruction which in Grantee's opinion interferes with said facilities or the removal of which may be reasonably necessary for the construction or maintenance thereof. The grant of easement herein contained shall also include the right of reasonable use of the Property adjacent to the Easement Area by Grantee for tree trimming purposes and for temporary construction area during construction, repair or replacement of said electric facilities.

Except as otherwise provided herein or in any Underground Distribution Agreement between the Grantor and Grantee covering the above described Property, Grantee shall, after installation of the above described electrical facilities, or after the exercise of any rights granted herein, restore the lands subject to this easement to as near their original condition as is reasonably possible and remove therefrom all debris, spoils, and equipment resulting from or used in connection with said installation.

Grantor further agrees that no structure or obstruction will be erected or permitted or any trees planted on or within said Easement Area, that Grantor will not change the ground elevation thereof without the written consent of Grantee, or perform any act which will interfere with or endanger said electrical facilities.

The grant herein contained shall also include the right of Grantee to permit the joint use of overhead facilities and joint undergrounding with public utility and cable television companies.

Grantor covenants with Grantee, its successors and assigns, that Grantor is the owner of the above described premises and has the right to sell and convey an easement in the manner and form aforesaid.

This instrument and the covenants and agreements contained herein are binding upon the Grantor, his personal representatives, heirs, successors and assigns.

The Grantor agrees to execute and deliver to NSP, at NSP's cost, without additional compensation any additional documents needed to correct the legal description of the easement area to conform to the right of way actually occupied by the electric lines.

It is mutually understood and agreed that this instrument covers all the agreements and stipulations between the parties and that no representation or statements, verbal or written, have been made modifying, adding to or changing the terms hereof.

This instrument is exempt from the Minnesota Deed Tax.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed as of the _____ day of _____, 2018.

City of Minot

Name: _____
Title: _____

STATE OF NORTH DAKOTA)
) ss.
COUNTY OF WARD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____ its _____ of the City of Minot, a North Dakota municipal corporation.

Notary Public

This instrument was drafted by: BJA
Northern States Power Company
414 Nicollet Mall, 6A
Minneapolis, MN 55401
2018.0354

EXHIBIT "A"

ELECTRIC EASEMENT

Over and across the following property:

South 100 feet of Lot 1, Block 1, Ramstad's 3rd Addition to the City of Minot, Ward County, North Dakota.

AND Lot 2, Less the North 40' thereof, Block 1, Ramstad's 3rd Addition to the City of Minot, Ward County, North Dakota.

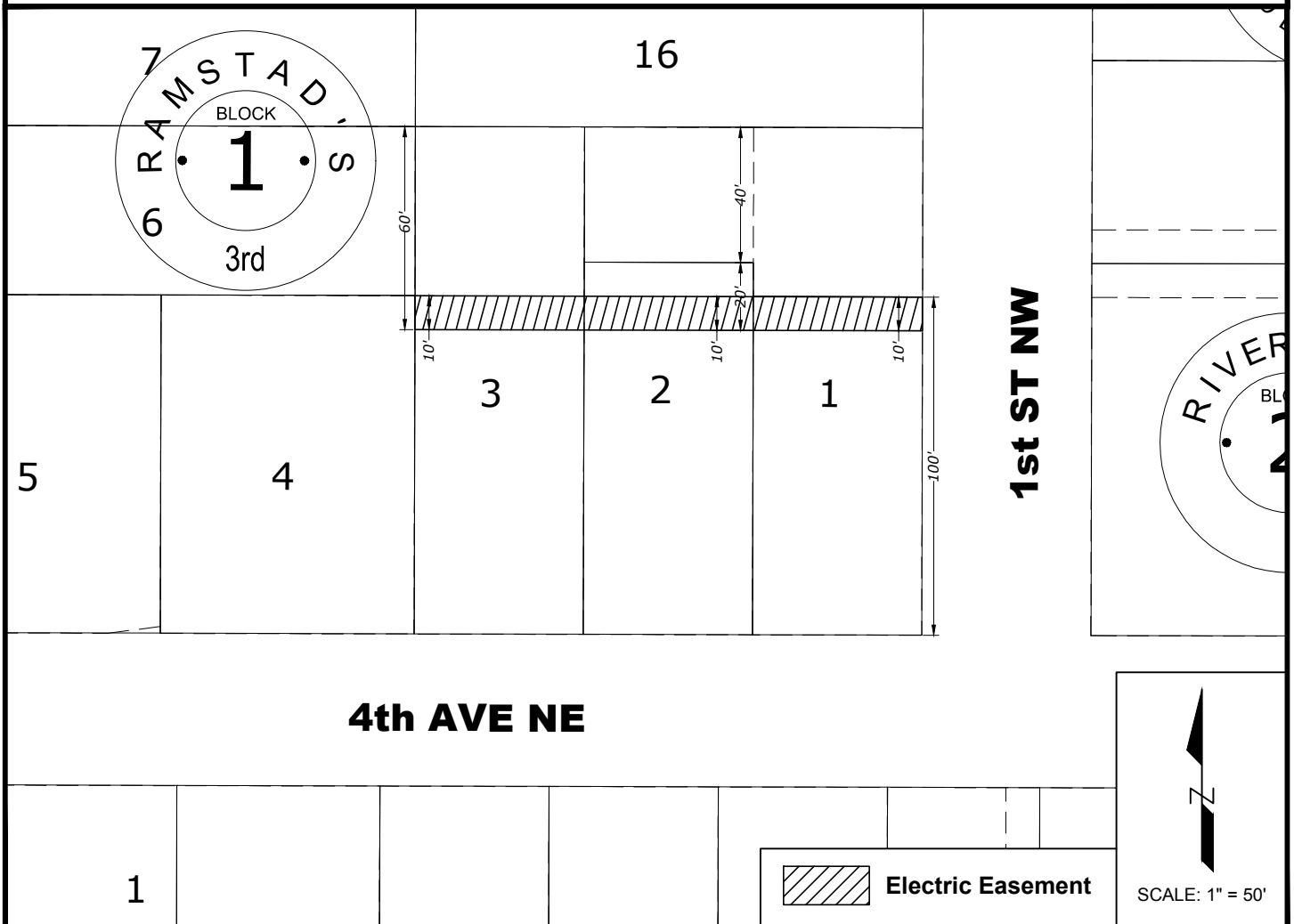
AND Lot 3, Block 1, Ramstad's 3rd Addition to the City of Minot, Ward County, North Dakota.

The easement area is described as follows:

The North 10.00 feet of the South 100 feet of Lot 1, Block 1, Ramstad's 3rd Addition to the City of Minot, Ward County, North Dakota.

AND The South 10.00 feet of the North 20.00 feet of Lot 2, Less the North 40' thereof, Block 1, Ramstad's 3rd Addition to the City of Minot, Ward County, North Dakota.

AND The South 10.00 feet of the North 60.00 feet of Lot 3, Block 1, Ramstad's 3rd Addition to the City of Minot, Ward County, North Dakota





TO: Mayor Shaun Sipma
Members of the City Council

FROM: Kelly Matalka, City Clerk

DATE: June 27, 2018

SUBJECT: SPECIALTY RESTAURANT BEER & WINE LICENSE – SPEED WOK, LLC DBA SUDUWOK

I. RECOMMENDED ACTION

It is recommended the Committee and Council approve the request from Speed Wok, LLC dba Suduwok, for a Specialty Restaurant Beer & Wine License operating at 1416 S. Broadway, effective September 15, 2018 subject to approval by the Police Chief, Building Official and Fire Marshal.

II. DEPARTMENT CONTACT PERSONS

Kelly Matalka, City Clerk 857-4752

III. DESCRIPTION

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

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

The City received a request from Speed Wok, LLC dba Suduwok, for a Specialty Restaurant Beer & Wine License operating at 1416 S. Broadway. All documentation has been submitted and is being reviewed by the appropriate departments.

IV. IMPACT:

Strategic Impact: N/A

Service/Delivery Impact: N/A

Fiscal Impact:

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

V. ALTERNATIVES

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

VI. TIME CONSTRAINTS

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

VII. LIST OF ATTACHMENTS

N/A



TO: Mayor Shaun Sipma
Members of the City Council

FROM: Kelly Matalka, City Clerk

DATE: June 27, 2018

SUBJECT: RETAIL LIQUOR LICENSE TRANSFER- ARNY'S 2.0

I. RECOMMENDED ACTION

It is recommended the Committee and Council approve the request to transfer the Retail Liquor and Beer License from Irish Laundry, LLC dba Arny's 2.0 Bottle Shop & Lounge to Stephen A. Johnson, dba Arny's 2.0, subject to receipt of all documentation and approval by the Police Chief, Building Official and Fire Marshal.

II. DEPARTMENT CONTACT PERSONS

Kelly Matalka, City Clerk 857-4752

III. DESCRIPTION

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

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

The City received a request to transfer the Retail Liquor and Beer License from Irish Laundry, LLC dba Arny's 2.0 Bottle Shop & Lounge to Stephen A. Johnson, dba Arny's 2.0. All documentation has been submitted and is being reviewed by the appropriate departments.

IV. IMPACT:

Fiscal Impact:

Alcoholic beverage license applications are processed by the City Clerk. The application fee for a Retail Liquor & Beer License is \$3,125 annually and is deposited into the appropriate general fund revenue account. A license transfer fee is \$250.

V. ALTERNATIVES

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

VI. TIME CONSTRAINTS

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

VII. LIST OF ATTACHMENTS

A. Transfer form

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

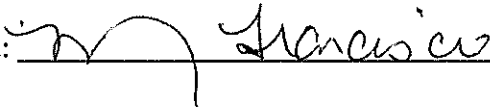
The following statement to be completed for a transfer request only:

I, MELISSA A FRANCISCO, the holder of the alcoholic beverage
license known as IRISH Laundry LLC
hereby request the license be transferred to STEPHEN A JOHNSON
_____ subject to the approval by the City of Minot Council.

This transfer will be effective the ____ day of _____, 20__ subject to the
approval of the applicant's documentation.

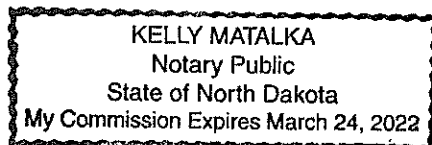
**Detailed description or documentation of any consideration received in exchange for
the license transfer:**

NO 0 \$

Signed: 

State of North Dakota)
) SS
County of Ward)

Melissa Francisco, being first duly sworn, deposes and
says that he/she is the present license holder of the above named premises, and does
request that the license be transferred by the City of Minot Council to Stephen A.
Johnson. Subscribed and sworn to before me this
22nd day of June, 2018.



Signed: 
Notary Public

My commission expires: March 24, 2022



TO: Mayor Shaun Sipma
Members of the City Council

FROM: Dan Jonasson, Director of Public Works

DATE: June 20, 2018

SUBJECT: BID APPROVAL P3135.2D SWIF ACTION D CULVERT DEFICIENCY REPAIR

I. RECOMMENDED ACTION

1. Recommend award of bid for above project to Park Construction.
2. Authorize the Mayor to sign the agreement on behalf of the city

-
3. Authorize the Public Works Director to reduce the project scope to accommodate funding appropriated by the State Water Commission

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

*Plans and specifications were approved at the May Council meeting for this work
Bids were opened June 1, 2018. Three bids were received for this work and they are as follow:*

<i>Park Construction:</i>	<i>\$2,744,226.25</i>
<i>Wagner Const.</i>	<i>\$4,397,106.94</i>
<i>Strata Corp.</i>	<i>\$4,613,935.10</i>

B. Proposed Project

The project removes trees within the levee footprint, repairs minor erosion areas that may jeopardize the levee integrity and corrects deficiencies in storm Sewer pipes that penetrate the levee. This project also provides closures by flap gates or gate well structures on pipes in the levees to prevent backup of flood water during a flood event.

C. Consultant Selection

Houston Engineering was chosen in accordance with state selection criteria to complete the SWIF, as well as the EAP or Emergency Action plan in the SWIF, design and construction engineering.

IV. IMPACT:

A. Strategic Impact:

First phases of CIP repairs for the deficiencies identified in the yearly levee inspections.

B. Service/Delivery Impact:

This project is part of the long term improvements needed to keep our existing flood protection in place and to maintain federal assistance from the USACE in a flood emergency.

C. Fiscal Impact:

Public Works was able to obtain funding from the State Water Commission for part of this work, of the \$2,744,226.25 approximately \$1,019,489.94 is considered eligible for SWC funding reimbursement. Staff submitted a request to the State, however, due to the lack of available funds, they only allocated \$368,777.00 toward this project. The SWC has stated that there may be additional funds available in August that they would allocate towards this work. We would like to award the entire contract amount and if no additional funds are available from the SWC, then we will remove a portion of the work from the contract and implement this into next year's work, when more funding is available in the new Biennium. The Ward County Water Board has also agreed to share the cost of one of the improvements, which is part of their maintenance area of the flood protection the bid amount for this area is \$88,615.90.

<u>Project Funding</u>	
State Water Commission Grant	\$368,777.00
Ward County Water Board	\$ 88,615.90
Additional possible SWC funds	\$650,601.94
Flood Control Sales Tax	\$1,636,231.41

V. ALTERNATIVES

Alt 1.Delay approval, which will delay completion of this work that is outlined in our SWIF program presented and approved by the USACE.

TIME CONSTRAINTS

Council's approval of the recommendation will allow the project to move forth and make adjustments to maximize State Water Commission funding available.

VI. LIST OF ATTACHMENTS

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

- A. Bid tabulation

Bid Tabulation
City of Minot 2018 Outfall Pipe Rehabilitation Project
Minot SWIF Action D
Minot, North Dakota
June 1, 2018

No.	Item	Unit	Total Quantity	Engineer's Estimate		Park Construction		Wagner Construction		Strata Corporation	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	Mobilization	EA	1	\$80,000.00	\$80,000.00	\$398,500.00	\$398,500.00	\$0.00	\$0.00	\$250,000.00	\$250,000.00
2	Clearing and Grubbing	LS	1	\$8,000.00	\$8,000.00	\$21,000.00	\$21,000.00	\$931,000.00	\$931,000.00	\$15,000.00	\$15,000.00
3	Remove Tree	EA	27	\$500.00	\$13,500.00	\$1,550.00	\$41,850.00	\$800.00	\$21,600.00	\$400.00	\$10,800.00
4	Remove Tree in Levee	EA	4	\$800.00	\$3,200.00	\$2,700.00	\$10,800.00	\$1,500.00	\$6,000.00	\$1,200.00	\$4,800.00
5	Remove Bituminous Pavement	SY	868	\$8.00	\$6,944.00	\$20.50	\$17,794.00	\$6.00	\$5,208.00	\$13.90	\$12,065.20
6	Remove Gravel Surfacing	SY	986	\$5.00	\$4,930.00	\$19.50	\$19,227.00	\$3.00	\$2,958.00	\$6.75	\$6,655.50
7	Remove Concrete Pavement	SY	14	\$15.00	\$210.00	\$65.00	\$910.00	\$15.00	\$210.00	\$25.00	\$350.00
8	Remove Concrete Pavement	SY	14	\$15.00	\$210.00	\$65.00	\$910.00	\$15.00	\$210.00	\$25.00	\$350.00
9	Remove Curb and Gutter	LF	386	\$10.00	\$3,860.00	\$8.00	\$3,088.00	\$15.00	\$5,790.00	\$6.00	\$2,316.00
10	Remove Sidewalk	SY	183	\$7.00	\$1,281.00	\$65.00	\$11,895.00	\$15.00	\$2,745.00	\$25.00	\$4,575.00
11	Remove Hydrant and Valve	EA	1	\$1,500.00	\$1,500.00	\$1,200.00	\$1,200.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00
12	Remove Storm Manhole	EA	1	\$1,000.00	\$1,000.00	\$1,400.00	\$1,400.00	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00
13	Remove Storm Vault	EA	6	\$2,000.00	\$12,000.00	\$2,250.00	\$13,500.00	\$1,000.00	\$6,000.00	\$5,500.00	\$33,000.00
14	Remove Storm Manhole	EA	6	\$2,000.00	\$12,000.00	\$2,250.00	\$13,500.00	\$1,000.00	\$6,000.00	\$5,500.00	\$33,000.00
15	Remove Sanitary Manhole	EA	2	\$2,000.00	\$4,000.00	\$1,500.00	\$3,000.00	\$1,000.00	\$2,000.00	\$4,000.00	\$8,000.00
16	Remove Concrete Outfall Structure	EA	3	\$3,000.00	\$9,000.00	\$850.00	\$2,550.00	\$1,500.00	\$4,500.00	\$2,500.00	\$7,500.00
17	Remove and Replace Inlet Casting	EA	1	\$800.00	\$800.00	\$950.00	\$950.00	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00
18	Remove Pipe (All Types, Less than 60")	LF	1,196	\$40.00	\$47,840.00	\$21.00	\$25,116.00	\$35.00	\$41,860.00	\$70.00	\$83,720.00
19	Remove Storm Sewer (60" RCP)	LF	406	\$100.00	\$40,600.00	\$60.00	\$24,360.00	\$70.00	\$28,420.00	\$177.00	\$71,862.00
20	Remove Storm Sewer (96" CMP)	LS	1	\$10,000.00	\$10,000.00	\$30,000.00	\$30,000.00	\$70.00	\$70.00	\$40,000.00	\$40,000.00
21	Abandon Manhole (All Types, All Sizes)	EA	1	\$2,000.00	\$2,000.00	\$2,300.00	\$2,300.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00
22	Abandon Pipe (All Types, All Sizes)	LF	448	\$20.00	\$8,960.00	\$37.50	\$16,800.00	\$15.00	\$6,720.00	\$60.00	\$26,880.00
23	Clean and Jet 8" Pipe	LF	35	\$15.00	\$525.00	\$11.00	\$385.00	\$3.00	\$105.00	\$100.00	\$3,500.00
24	Clean and Jet 12" Pipe	LF	584	\$18.00	\$10,512.00	\$7.50	\$4,380.00	\$3.00	\$1,752.00	\$25.00	\$14,600.00
25	Clean and Jet 60" Pipe	LF	418	\$35.00	\$14,630.00	\$30.00	\$12,540.00	\$7.00	\$2,926.00	\$47.00	\$19,646.00
26	Remove 12" Flap Gate	EA	1	\$200.00	\$200.00	\$700.00	\$700.00	\$500.00	\$500.00	\$1,500.00	\$1,500.00
27	Remove 24" Flap Gate	EA	1	\$300.00	\$300.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$2,500.00	\$2,500.00
28	Strip and Stockpile Topsoil	CY	590	\$10.00	\$5,900.00	\$20.00	\$11,800.00	\$10.00	\$5,900.00	\$12.00	\$7,080.00
29	Import and Install Topsoil	CY	590	\$10.00	\$5,900.00	\$32.00	\$18,880.00	\$10.00	\$5,900.00	\$15.00	\$8,850.00
30	Import and Install Approved Levee Fill	CY	100	\$30.00	\$3,000.00	\$35.00	\$3,500.00	\$35.00	\$3,500.00	\$35.00	\$3,500.00
31	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
32	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
33	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
34	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
35	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
36	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
37	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
38	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
39	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
40	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
41	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
42	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
43	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
44	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
45	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
46	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
47	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
48	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
49	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
50	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
51	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
52	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
53	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
54	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
55	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
56	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
57	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
58	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
59	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
60	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
61	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
62	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
63	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
64	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
65	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
66	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
67	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
68	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
69	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
70	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
71	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
72	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
73	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
74	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
75	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
76	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
77	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
78	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
79	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
80	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
81	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
82	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
83	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
84	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
85	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
86	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
87	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
88	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
89	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
90	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
91	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
92	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
93	Excavation	CY	230	\$25.00	\$5,750.00	\$24.00	\$5,520.00	\$20.00	\$4,600.00	\$16.00	\$3,680.00
94	Excavation	CY	230	\$25.00	\$5,750						



TO: Mayor Shaun Sipma
Members of the City Council

FROM: Dan Jonasson, Director of Public Works

DATE: June 21, 2018

SUBJECT: P4291 CARNEGIE CENTER STRUCTURAL REPAIRS – PLAN APPROVAL

I. RECOMMENDED ACTION

1. Recommend approval of plans and specifications for P 4291 Carnegie Center Structural Repairs and authorize advertisement for bids.

II. DEPARTMENT CONTACT PERSONS

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

III. DESCRIPTION

A. Background

EAPC completed a preliminary report outlining the proposed work that needs to be completed to repair structural and other repairs on the Carnegie Center.

Public Works prepared a Request for Qualifications for Architectural and Engineering services and advertise in accordance with State law. EAPC was the only firm that responded to the RFQ and their qualifications show they are qualified to perform the design and construction management work.

EAPC has completed the plans and specification for these improvements and we recommend that the plans and specs be approved and authorization be given to advertise for bids.

B. Proposed Project

The project will consist repairs of structural issues for the Carnegie center. All work has been designed in accordance with the State Historical Requirements.

C. Consultant Selection

EAPC was the only consultant that responded to the RFQ and was qualified to perform the services outlined in the RFQ. City Council approved the selection of EAPC to complete this work.

IV. IMPACT:

A. Strategic Impact:

Carnegie Center is a historic building, owned by the city of Minot, in need of Structural repairs. Funding was approved from the community facilities fund in the amount of \$550,000 for this project.

B. Service/Delivery Impact:

This project is needed to restore the structural integrity of the building and repair settlement occurring to the structure.

C. Fiscal Impact:

Project Funding

Community facilities funds \$550,000.00

The engineers estimate of cost is attached. The preliminary estimate is \$539,013.82, which contains a 20% contingency.

V. ALTERNATIVES

VI. TIME CONSTRAINTS

Council's approval of the recommendation will allow the project to move forth to obtain bids for needed repairs. The bids will be brought back to the City Council for approval prior to award.

VII. LIST OF ATTACHMENTS

A. Engineers estimate.



www.eapc.net



EAPC

Architecture Engineering Industrial Wind Energy Interior Design

300 3rd Avenue SW Suite A, Minot ND 58701 | TELE 701.839.4542 | FAX 701.839.4545

CARNEGIE HALL STRUCTURAL IMPROVEMENTS

6/20/18

EAPC Proj. No: 20182910

Source	DESCRIPTION	QTY.	UNIT	Cost/UNIT	TOTAL
Lower Level					
09.05.05.20-3400	Remove hardwood floor	203	SF	\$1.39	\$282.58
09.64.29.10-6200	Reinstall hardwood floor	203	SF	\$8.56	\$1,736.87
B1010.261-2900	Wood Floor Joists	203	SF	\$3.87	\$785.61
31.23.16.13-1500	Hand excavate footing for shoring wall (27'x2'x1')	18	BCY	\$145.20	\$2,613.60
A1010.110-2700	New strip footing for shoring wall	27	LF	\$51.12	\$1,354.68
	HSS Columns (4x4x1/4 x 30'H x 4)	120	LF	\$83.33	\$9,999.60
09.05.05.30-3000	Remove plaster interior walls	240	SF	\$1.39	\$334.08
03.05.05.10-0070	Remove existing concrete foundation wall (30'x8'x1'-4")	264	SF	\$32.25	\$8,514.00
03.81.16.50-0820	Concrete foundation wall cutting	30	LF	\$19.37	\$581.04
02.41.16.17-1000	Remove existing concrete footing (30'x2'x1')	30	LF	\$25.20	\$756.00
A1010.110-3100	New Strip footing (2'-8")	30	LF	\$58.80	\$1,764.00
A.2010.110-2320	Excavate at existing foundation	240	SF	\$23.21	\$5,569.92
A2020.110-5300	New foundation wall (30'x8'x1'-4")	30	LF	\$205.50	\$6,165.00
31.23.23-0036	Haul soil	196	LCY	\$10.50	\$2,058.00
Sigfusson	Backfill with gravel	196	LCY	\$18.00	\$3,528.00
	Haul Concrete (42tn)(15mi.cycle)	264	SF	\$4.00	\$1,056.00
Allowance	Remove Windows	3	EA	\$150.00	\$450.00
Allowance	Salvage & reuse glass	3	EA	\$150.00	\$450.00
08.52.16.35-0820	New window sash	3	EA	\$700.00	\$2,100.00
06.05.05.20-3090	Remove & salvage window casing (18'x3)	54	LF	\$4.62	\$249.48
09.05.05.10-1020	Sawcut & Remove plaster ceiling	203	SF	\$1.94	\$394.63
C.3030.140-0560	Patch plaster ceiling	203	SF	\$4.08	\$828.24
06.22.13.35-2705	Remove wood crown moulding (22'+16')	30	LF	\$12.55	\$376.50
06.22.13.35-2705	Reinstall wood crown moulding (22'+16')	30	LF	\$16.55	\$496.50
02.42.10.20-3020	Remove Fireplace Masonry	57	SF	\$17.34	\$988.38
Allowance	Reinstall Fireplace Masonry	1	EA	\$1,500.00	\$1,500.00
04.01.20.40-0050	Clean/stack on pallet face brick	456	EA	\$0.92	\$421.34
06.05.05.20-3090	Remove & Reinstall wood baseboard & chair rail	60	LF	\$9.24	\$554.40
Subtotal					\$55,908.45

Exterior					
04.01.20.40-0050	Sawcut stone parapet cap	28	LF	\$24.00	\$672.00
02.42.10.20-3020	Remove stone parapet cap	28	SF	\$17.34	\$485.52
04.43.10.85-0100	Reinstall stone parapet cap	28	LF	\$90.00	\$2,520.00
	Sawcut metal cornice	22	LF	\$24.00	\$528.00
	Remove metal cornice	44	SF	\$17.34	\$762.96
	Reinstall Metal Cornice	22	LF	\$90.00	\$1,980.00
04.01.20.40-0050	Sawcut stone wall cap	22	LF	\$24.00	\$528.00
02.42.10.20-3020	Remove column capstone	30	SF	\$17.34	\$520.20
04.43.10.85-0100	Reinstall column capstone	22	LF	\$90.00	\$1,980.00
04.01.20.40-0050	Sawcut intermediate stone trim	24	LF	\$24.00	\$576.00
02.42.10.20-3020	Remove intermediate stone trim	32	SF	\$17.34	\$554.88
04.43.10.85-0100	Reinstall intermediate stone trim	24	LF	\$90.00	\$2,160.00
Iconic Cut Stone	New Inside Corner	1	EA	\$775.00	\$775.00
04.01.20.40-0050	Sawcut at header & sill terminations	80	LF	\$24.00	\$1,920.00
02.42.10.20-3020	Remove stone window headers & sills	28	SF	\$17.34	\$485.52
Iconic Cut Stone	New Limestone Sill	5	LF	\$18.00	\$90.00
Iconic Cut Stone	New Limestone Lintel	5	LF	\$20.00	\$100.00
04.05.05.10-1220	Remove brick chimney	330	CF	\$16.57	\$5,468.76
04.51.10.10-0600	Rebuild flue	30	FT	\$90.60	\$2,718.00
04.01.20.40-0050	Clean/stack on pallet face brick	370	EA	\$0.92	\$341.88
04.21.13.13-2020	Reinstall face-brick	56	SF	\$23.40	\$1,310.40
02.42.10.20-3020	Remove existing face-brick	320	SF	\$17.34	\$5,548.80
	Remove existing limestone-brick	220	SF	\$17.34	\$3,814.80
04.01.20.40-0050	Clean/stack on pallet face brick	4320	EA	\$0.92	\$3,991.68
04.21.13.13-2020	Reinstall face-brick	540	SF	\$15.60	\$8,424.00
04.05.05.10-5025	Remove existing multi-wythes brick wall (540x3)	1620	SF	\$17.34	\$28,090.80
B2010.130-5050	New exterior wall (16 ga. metal stud + insulation+7/16 OSB)	1620	SF	\$18.42	\$29,840.40
04.22.10.14-1000	New 4" CMU (18'-4"x5'-6")	101	SF	\$8.55	\$863.55
07.05.05.10-0120	Remove downspout	30	LF	\$1.58	\$47.52
07.24.13.10-0095	Stucco Finish on new foundation wall	125	SF	\$10.56	\$1,320.00
	Haul Concrete (80tn)(15mi.cycle)	1050	SF	\$4.00	\$4,200.00
02.41.13.30-4400	Remove sidewalk	48	CY	\$314.52	\$15,096.96
32.06.10.10-0310	Replace sidewalk	192	SF	\$6.77	\$1,299.46
02.41.13.17-5050	Remove asphalt alley	48	SY	\$11.52	\$552.96
G2020.210-1500	Reinstall asphalt alley	200	SF	\$8.75	\$1,750.00
07.92.13.20-3900	Caulking	180	LF	\$4.39	\$790.56
				Subtotal	\$132,108.61
Miscellaneous Allowances					
Allowance	Electrical	1	EA	\$5,000.00	\$5,000.00
Allowance	HVAC	1	EA	\$10,000.00	\$10,000.00
Allowance	Connect Roof Drainage to Storm Sewer	1	EA	\$8,000.00	\$8,000.00
Allowance	Asbestos Report	1	EA	\$850.00	\$850.00
Allowance	Miscellaneous Testing	1	EA	\$2,645.00	\$2,645.00
				Subtotal	\$26,495.00
Cost of Construction					
	Subtotal				\$249,543.44
	Small project factor			25%	\$62,385.86
					\$311,929.29
	General Requirements (Div 1)			20%	\$62,385.86
	Subtotal				\$374,315.15
	Contractor OH and profit			20%	\$74,863.03
					\$449,178.18
	Contingency			20%	\$89,835.64
	Project Total				\$539,013.82



TO: Mayor Shaun Sipma
Members of the City Council

FROM: Kelly Hendershot

DATE: June 22, 2018

SUBJECT: AMENDED CONTRACT FOR TRANSFER OF MUNICIPAL COURT CASES TO DISTRICT COURT

I. RECOMMENDED ACTION

- A. The City Council move to approve the amended contract for transfer of municipal court cases to district court and authorize the Mayor to sign the contract on behalf of the City of Minot.

II. DEPARTMENT CONTACT PERSONS

Kelly Hendershot – (701) 857-4755

III. DESCRIPTION

The City of Minot prosecutes violations of municipal ordinances. Section 40-18-15.1 of the North Dakota Century Code requires transfer of certain city cases to district court, if a defendant requests a jury trial in writing within a specific statutory timeframe. The City of Minot previously entered into a contract with the State of North Dakota and Ward County to address the prosecution of municipal ordinance violations and the costs associated with the prosecution and management of files. The most recent contract is from 2007 and that contract outlines which entity is responsible for specific duties and also provides for a disbursement of collected fees, fines, costs, forfeitures, and any other monetary consideration collected from cases transferred to district court. After 2007, the legislature designated how certain new fees collected must be deposited. The amended contract before the City Council is proposed to eliminate confusion over the deposit of the specific fees and any similar fees that may be enacted in the future. All other terms remained the same.

IV. IMPACT:

N/A

V. ALTERNATIVES

N/A

VI. TIME CONSTRAINTS

The State of North Dakota sent this on June 1, 2018 and requested it be signed and returned.

VII. LIST OF ATTACHMENTS

- A. June 1, 2018 Letter from State of North Dakota
- B. Proposed Amended Contract
- C. Current Contract --2007



SALLY HOLEWA
STATE COURT ADMINISTRATOR

State of North Dakota
OFFICE OF STATE COURT ADMINISTRATOR

SUPREME COURT
Judicial Wing, 1st Floor
600 E Boulevard Ave Dept 180
Bismarck, ND 58505-0530
701: (701) 328-4216
Fax: (701) 328-2092

June 1, 2018

Mr. David Lakefield, Minot City Auditor
PO Box 5006
Minot, ND 58701

RE: Amended Contract for Transfer of Municipal Court Cases to District Court – Transfer for Jury Trial Only

Dear Mr. Lakefield:

On March 9, 2018, the North Dakota Supreme Court's Administrative Council amended our municipal court contract to cover legislative fees that were enacted after 2007 and to clarify that the division of monies collected on cases covered by the contract does not supersede the legislatively required deposit of certain fees.

The contract we currently have with you is for the transfer of cases to district court for jury trial. The substantive change to this contract is found in Section 1 paragraph 7 (expanding the list of fees that are exempt from the fee split).

For your convenience, we have inserted the provisions of your current contract in the draft contract that is enclosed, with one exception. For those contracts that were in place prior to 2000 we have changed the fee split to the mandatory 60% state. Please review the enclosed contract, sign and return in the self-addressed stamped envelope. We will collect all of the necessary signatures and return a copy of the fully signed document to you.

Since the history of how fees are split between the state, city and county stretches back more than 30 years, I have included the following summary for your information.

In 1987, the legislature created the option for municipalities to transfer all or some municipal court cases to county court, if the county court agreed to accept the cases. In the same legislative session, the statute providing for transfer of jury trials to county court was also enacted. The original statute set the fee split at 65% city/35% county, unless the city and county entered into an alternative revenue sharing agreement.

County courts were consolidated into the district court on January 1, 1995, so there was a need to negotiate new contracts with the district court.

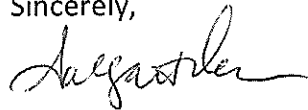
The original contract for transferring cases to the district court was drafted by the Supreme Court's Court Services Administration Committee and approved by the Council of Presiding Judges in 1995. In this contract, the state share of the fines was set at 50% if the municipal court had closed and was transferring all cases and 70% if the municipal court remained active and was only transferring cases for jury trial. The difference in revenue sharing reflected the difference in which entity was providing indigent defense counsel, paying defense counsel witnesses and paying jury expenses.

In 2000, the Administrative Council modified the contract to require that the state pay all jury-related expenses and in exchange raised the state share of the fee split to 60%. There were also non-substantive changes to this contract to recognize that effective April 1, 2001, some district court clerks would be state employees and others would remain as county employees.

The contract was again updated by the Administrative Council (the successor entity to the Council of Presiding Judges) in 2007. The substantive change in this update was an amendment to the section on fees to exempt court administration fees, which were first enacted in 2003 and expanded in 2007, from the fee split because these fees were legislatively required to be deposited elsewhere. The non-substantive changes to this contract were to remove obsolete language referencing the January 1, 1995 date for consolidation of county and district courts and the April 1, 2001 date for transfer of clerk of court services.

The fee split language in the 2007 contract read, "All fees, fines, costs, forfeitures, any other monetary consideration collected from cases transferred under this section, except administration fees imposed under N.D.C.C. 29-26-22..." N.D.C.C. 29-26-22 includes the criminal court administration fee, the court administration/indigent defense administration fee, and the community service supervision fee. Because the reference was to specific statutes, it did not include the Indigent Defense Application Fee NDCC 29-07-01.1 (1), the Victim/Witness Fee NDCC 27-01-10(1), the Check Collection Restitution Fee NDCC 12.1-32-08(2) or Indigent Defense Recoupment NDCC 29-07-01.1(2)(b), which were all enacted after 2007. These fees cannot be shared between the city, county, and state because when the fees were enacted, the legislature specifically designated how any amounts collected would be deposited. The 2018 amendment to the contract was to eliminate any confusion over the deposit of these specific fees and any similar fees that may be enacted in the future.

Sincerely,

A handwritten signature in black ink, appearing to read "Sally Holewa", written in a cursive style.

Sally Holewa, State Court Administrator
ND Court System

COURT SERVICES CONTRACT
(Transfer of Municipal Cases for Jury Trial)

This Agreement is made and entered into by and among the State of North Dakota (STATE), Ward County, North Dakota (COUNTY), and the City of Minot (CITY).

SECTION I - Division of Responsibilities and Fees

WHEREAS, N.D.C.C. § 40-18-15.1 requires transfer to District Court of municipal ordinance cases in which the defendant has requested in writing within 28 days after arraignment a transfer to District Court for a jury trial.

NOW, THEREFORE, the STATE, the COUNTY, and the CITY agree as follows:

1. [CITY] [COUNTY] shall provide the prosecuting attorney and pay all prosecution costs and expenses for all cases covered under this CONTRACT.
2. [CITY] [COUNTY] shall pay all indigent defense costs and expenses for all cases covered under this CONTRACT.
3. CITY shall pay any required transcript costs for all cases covered under this CONTRACT.
4. CITY shall pay for any necessary transportation and detention expenses for defendants in cases covered under this CONTRACT.
5. COUNTY or STATE as appropriate, through the Clerk of District Court, shall provide for recording and management of all files and papers for cases transferred under this CONTRACT.

1 6. STATE shall provide and pay for courtroom supplies, salaries of the district judge
2 and staff, office-related expenses, and jury expenses in the adjudication and
3 disposition of cases transferred under this CONTRACT.

4 7. Except for mandatory administration fees imposed under state law and fee
5 assessments for funding crime victim and witness programs, all fees, fines, costs, and
6 forfeitures and any other monetary consideration collected from cases covered under
7 this Agreement, and any delinquent fines and costs, will be collected by the Clerk of
8 District Court and distributed in the following manner:

9
10 A. CITY will receive 32% of all amounts collected.

11 B. COUNTY will receive 8% of all amounts collected.

12 C. STATE will receive 60% of all amounts collected.

13
14 All amounts due the CITY, COUNTY, and STATE must be transmitted by the Clerk
15 of District Court to the CITY, COUNTY, and STATE on a quarterly basis. The
16 Clerk of District Court shall account to the CITY, COUNTY, and STATE for all
17 monies collected and distributed under this Contract.

18 **SECTION II - Term of Agreement**

19 The term of this Agreement is for one (1) year from June 1, 2018 through June 1, 2019 and continues
20 thereafter from year-to-year unless a party to the CONTRACT gives written notice within at least
21 ninety (90) days before the end of the contract period of the intention to terminate or seek
22 modification of the CONTRACT.

23 **SECTION III - Separate Agreement between City and County**

24 An addendum agreement between the CITY and the COUNTY may be attached and incorporated
25 as part of this CONTRACT.

COURT SERVICES CONTRACT

State of North Dakota, Ward County, City of Minot.

This agreement is made and entered into this ____ day of December, 2000, by and among the State of North Dakota (STATE), Ward County (COUNTY), and the City of Minot, (CITY);

SECTION I

WHEREAS, N.D.C.C. § 40-18-15.1 requires transfer to the District Court of the STATE municipal ordinance cases in which the defendant has requested in writing within 28 days after arraignment a transfer to District Court for a jury trial;

NOW, THEREFORE, the STATE, COUNTY, and CITY agree as follows:

1. The [CITY] [~~COUNTY~~] shall provide the prosecuting attorney and prosecution witness expenses for all cases transferred under this SECTION.
2. The [CITY] shall pay all expenses for indigent defense appointed counsel and all defense witness expenses for all cases transferred under this SECTION.
3. The COUNTY or STATE after April 1, 2001, as appropriate, through the Clerk of DISTRICT Court, shall provide for recording and management of all files and papers for cases transferred under this SECTION.
4. [The CITY shall pay for all necessary transportation and detention expenses for defendant in cases transferred under this SECTION.]
5. The STATE shall provide and pay for courtroom supplies and salaries and office-related expenses of the district judge and staff in the adjudication and disposition of cases transferred under this SECTION. The STATE will also pay all jury expenses.

6. All fees, fines, costs, forfeitures, any other monetary consideration collected from cases transferred under this SECTION, and any delinquent fines and costs will be collected by the Clerk of the District Court and distributed in the following manner:

- a. The CITY will receive 32 % of all amounts collected.
- b. The COUNTY will receive 8 % of all amounts collected.
- c. The STATE will receive 60% of all amounts collected.

All amounts due the CITY and COUNTY must be transmitted by the Clerk of the District Court to the CITY and COUNTY on a quarterly basis. The Clerk of the District Court shall account to the CITY and COUNTY for all monies collected and distributed. Excluded from this provision are fee assessments for funding crime victim and witness programs.

SECTION II

1. The term of this CONTRACT is for one (1) year from January 1, 2001, through December 31, 2001, and continues thereafter from year to year unless a party to the CONTRACT gives notice within at least ninety (90) days before the end of the contract period of the intention to terminate or seek modification of the CONTRACT. If at any time the number of judges in the Northwest Judicial District is reduced, the STATE may terminate the CONTRACT with at least ninety (90) days notice.

(optional)

2. An addendum agreement between the CITY and COUNTY is attached and incorporated as part of this CONTRACT.

IN WITNESS WHEREOF, the STATE, COUNTY, and CITY by and through the State
Court Administrator and Presiding District Judge of the Northwest Judicial District, the

Ward County Board of Commissioners, and the City Council of Minot.

STATE OF NORTH DAKOTA:

Ward County, North Dakota

Robert W. Harte
Presiding Judge, Northwest Judicial District

Jerome H. H. H. H.
Chairman, Board of Commissioners

Kirk M. M.
State Court Administrator

Minot (City), North Dakota

Carroll H. Erickson
Mayor

Robert A. Erickson
City Clerk



TO: Mayor Shaun Sipma
Members of the City Council

FROM: David Lakefield, Finance Director

DATE: June 27, 2018

SUBJECT: DIRECT PURCHASE PROGRAM

I. RECOMMENDED ACTION

It is recommended the City Council approve the Wells Fargo A/P Control System contract and authorize the Mayor to sign the contract.

II. DEPARTMENT CONTACT PERSONS

David Lakefield, Finance Director 701-857-4784

III. DESCRIPTION

A. Background

The City currently has eight credit cards issued to Department Heads or key personnel throughout the city. These cards earn rewards points but come with an annual fee. Currently vendors are paid via check for charges made on account. Numerous employees are able to charge items at these establishments.

The Wells Fargo A/P Control system was brought before Committee of a Whole in March of 2018. It was decided that the City would do further investigation into the contract and possibly into other vendors.

B. Proposed Project

Wells Fargo and U.S. Bank have a P-Card program that is partnered with an A/P Control System that would allow us to pay vendors via a virtual card payment, ACH payment or check. The Wells Fargo system would also allow our employee reimbursements to be done as a direct deposit into their personal account. The P-Card system would allow the City to impose controls on each user and make the reconciliation process more efficient.

C. Consultant Selection

Wells Fargo and U.S. Bank offer an A/P control Process— other potential vendors have been investigated and do not have the same functionality as the A/P Control System.

Wells Fargo is partnered with Cass County. Cass County runs the same version of Sunguard that the City of Minot uses. They are currently in process of implementing this same program and the needed Sunguard modification is available.

IV. IMPACT:

A. Strategic Impact:

This program will allow the Finance Department to be more efficient in processing vendor payments as well as reimbursement payments to employees. It will simplify the record keeping and approval process and reduce check costs. This A/P Control process will also reduce the chances of fraudulent purchases.

B. Service/Delivery Impact:

The more efficient process should speed up the time required to process payments, reduce postage and check costs.

C. Fiscal Impact:

Increased efficiency and reduced costs will result in budget savings for the City. In addition, the City will share in the interchange fees assessed on the card transactions resulting in revenue to the City.

V. ALTERNATIVES

Continue current operations.

VI. TIME CONSTRAINTS

We would plan for a potential August 1 implementation.

VII. LIST OF ATTACHMENTS

1. Comparison of Vendors

AP Control Comparisons

Key Items	Wells Fargo	U.S. Bank
Receipt Fees	\$.23/Receipt for all 7 years	\$12/year per card
Mobile Access/Receipt Imaging	Yes	Yes
Monthly Fees	\$276.01	\$105.50
Training Process	They will provide in-house training.	They will provide a web based training.
Rebate	Based on \$7,000,000 spent = \$102,900 Annual Rebate	Based on \$6,077,127 spent = \$103,311 Annual Rebate
Rebate Payment	Wells Fargo would look into doing quarterly payments once they are fully paid for the Superion Modification advanced payment.	Annually only.
Contract Duration/Termination	30 Day Notice Required to Terminate Contract	3-5 Year contract time (if terminated the City would forfeit the rebate for the year)
Superion Modification	\$7320.00 (one time fee) Wells Fargo has offered to pay this up front cost and removed it from our rebates until paid in full.	IT is looking into seeing if this modification would also work for U.S. Bank. If the current quote does not work, IT is fairly certain that it will be in close proximity price wise.

Key Items	Wells Fargo	U.S. Bank
Website	The Wells Fargo system handles per diem/mileage reimbursements as a direct deposit to employees. If an employee accidentally charges a personal item on City card there is an option to select as personal & it will be paid out of the employees account.	The U.S. Bank system does not allow reimbursements to be direct deposited so that would still have to be done as a check. If an accidental personal expense is put on the card, the cardholder would be required to call the main card number to fix the transaction error.
Vendor Outreach	Yes	Yes
Other Governments also using Sungard and AP Control System together	Cass County uses our version of Sungard which allows us to see how they have proceeded forward.	U.S. Bank does not have a government entity that uses the same version of Sungard.

- **Financial Value**

- Based on a \$7MM annual volume Card program rebate potential is at least **\$102,000**
- Reduced expenses associated with paper check disbursements - annual savings of approx. **\$13,560**
- Reduced implementation costs
- Increase in control and reduction in fraud
- Leverage float and working capital

- **Control and Compliance**

- CCER, real time controls and reporting, audit capabilities, compliance regulations

- **Supplier Onboarding**

- Strategic supplier conversations

- **Ongoing Support**

- Dedicated Account Manager Abby Ward
 - Program optimization, training and management of key initiatives
 - 24 Hour service center
 - Award winning fraud team
-



February 1, 2018

ACCOUNTING MANAGER
City of Minot
Water Department
P O Box 5006
Minot, ND 58702-5006

RE: New method of payment for accounts payable

As part of an ongoing effort to streamline our purchasing process and improve the timeliness of payments to you, **Dakota Dunafon** has made the decision to offer an electronic payables solution to pay invoices from your company. With this process, invoices will be paid using a Corporate MasterCard.

Going forward, this will be our preferred payment method for your invoices to us.

You will continue to submit your invoices in the usual manner. Once processed and approved for payment, a notification will be routed to you immediately by email. This email contains remittance information and outlines each invoice number, the total amount being paid, and provides instructions to access card account information to process the transaction through your existing card acceptance procedures.

You will be contacted by our accounts payable service provider, AOC Solutions, Inc., to answer any questions you may have and to further explain the process if necessary. If you have questions or need assistance, you may contact Accounts Payable Services, at 1-888-621-3585, to speak directly with a representative.

We value you as a supplier-partner and look forward to your participation in this program. Should you have any questions concerning this request, please contact our Accounts Payable Department at (573) 442-8372 or ojpener@dunafon.com.

Thank you again for your cooperation.

Sincerely,

Cameron Dunafon, Owner
Phone: (573) 818-2262
Email: cdunafon@dunafon.com

WELLSONE® COMMERCIAL CARD AGREEMENT

This WellsOne® Commercial Card Agreement (this “**Agreement**”) is made and entered into effective as of the date last executed below (the “**Effective Date**”), by and between Wells Fargo Bank, National Association (“**Wells Fargo**”) and City of Minot (“**Customer**”).

Introduction

This Agreement governs the Visa® WellsOne Commercial Card and/or MasterCard® MultiCard Commercial Card (collectively, “**Card**”) issued by Wells Fargo for use by Customer and its designated employees, subsidiaries, affiliates, agents and representatives (“**Cardholders**”). In this Agreement, “**Card**” shall mean individually and collectively, all Visa® WellsOne and MasterCard® MultiCard Commercial Cards and account numbers issued to Customer, Cardholders and the associated accounts including all card-not-present transactions and account numbers. The transactions made using the Card constitute extensions of credit by Wells Fargo to Customer and not to individual employees, or agents of Customer. In order to participate in the WellsOne Commercial Card program, Customer shall at all times maintain ten (10) or more Cards. Attachment A-1 (Program Information), Attachment A-2 (Multiple Division Billing Program Information), if applicable, Attachment B (Program Administrator), Attachment C-1 (Fee Schedule), and Attachment C-2 (Revenue Share Calculation), if applicable, are incorporated into this Agreement. In addition, the following Service Descriptions will be incorporated into this Agreement if Customer or its Cardholders elect, now or hereafter, to utilize a service or functionality described therein: (i) Wells Fargo Supplier Analysis & Onboarding Commercial Card Conversion Service Description; (ii) CCER AP Control/Just-in-Time Card Service Description; (iii) MasterCard® Payment Gateway™ Service Description; (iv) Receipt Imaging Service Description; (v) Convenience Check Service Description; (vi) Custom Data Solutions Service Description; and (vii) any other Service Description with respect to an additional service or functionality related to the Card that specifically references, and provides that it is incorporated by reference into, this Agreement. Such Service Descriptions are available and may be accessed at <https://wellsoffice.wellsfargo.com/ceopub/prc/service-descriptions/index.jsp> or such other Internet website address as Wells Fargo may from time to time designate by notice to Customer. For good and valuable consideration, and intending to be legally bound hereby, Customer and Wells Fargo agree to each and every term and condition of this Agreement as set forth below:

1. Permitted Uses of Card; Promise to Pay; Credit Limit. The Card may be used for Cardholders’ Customer-related purchasing, travel and entertainment, general payables and fleet purchases; to the extent such functionality is offered to Customer by Wells Fargo. Customer agrees that the Card shall be used for business purposes only. Customer represents and warrants that its execution of this Agreement and use of the Card will not in any way violate, conflict with or result in a breach of any contract or agreement between Customer (or any of its affiliates) and any third party, including any client of Customer or its affiliates, and Customer will indemnify, defend and hold Wells Fargo harmless from and against any claims relating to any such actual or alleged violation, conflict or breach. In no event shall the Card be used: (i) to make, directly or indirectly, any payment or engage in any other transaction by, on behalf of or for the benefit of any person(s) relating to personal, family or household purposes (*i.e.*, in no event may the Card be used, directly or indirectly, to make or facilitate consumer payments or consumer transactions of any type, regardless of whether Customer is in the business of making or facilitating such payments or transactions); or (ii) for any transaction that is unlawful or illegal under any applicable laws, rules and regulations and orders of any federal, state, local or foreign governmental authority (“**Applicable Law**”), including but not limited to, all economic sanctions, trade embargoes and anti-terrorism laws imposed by the U.S., the U.S. Foreign Corrupt Practices Act of 1977 (as amended), all applicable laws or regulations relating to money laundering and any predicate crime to money laundering, and “**restricted transactions**” as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG issued thereunder. Except as otherwise provided in the “**Liability for Unauthorized Use**” Section below, Customer agrees to pay Wells Fargo, when due, the total of all purchases made with the Card. Customer also promises to pay the total of all other fees and charges due on the Card, as stated in this Agreement or as otherwise agreed to by Customer, and all costs and expenses, including all reasonable attorney’s fees, and other reasonable legal costs incurred by Wells Fargo in enforcing this Agreement. Customer agrees that the total of all transactions charged to all Cards and account numbers issued hereunder outstanding at any time shall not exceed the Credit Limit specified in Attachment A-1, or as may be changed from time to time. Customer agrees that it is responsible for repaying outstanding balances under the Card, including but not limited to those that exceed its Credit Limit. Wells Fargo may change the Credit Limit at any time and will promptly notify Customer as may be required by applicable law. Termination or expiration of this Agreement does not terminate Customer’s obligation for all amounts owed pursuant to this Agreement.

2. Debit Authorization. Customer hereby authorizes and directs Wells Fargo to pay the total of all amounts charged on the Card as a result of purchases, other transactions, fees, charges, costs and expenses by debiting Customer’s bank deposit account(s) as indicated on Attachment A-1 and, if applicable, Attachment A-2 (the “**Account(s)**”), on the seventh (7th) calendar day (or next Business Day if the calendar day is not a Business Day) (the “**Due Date**”) following the date of each WellsOne or MultiCard Commercial Card billing statement provided to Customer (the “**Billing Statement Date**”). Any payment received on or after the Billing Statement Date and before the Due Date will be applied to reduce the amount debited from the Account(s) on the Due Date. A “**Business Day**” shall mean any day (except Saturday or Sunday) that Wells Fargo is open for business. Wells Fargo may also debit the Account(s) at any time for the purpose of settling Card transactions and payoffs of any fees, charges, costs and expenses as stated in this Agreement or as otherwise agreed to and owed by Customer. The Account(s) shall also be subject to the terms and conditions of any netting or setoff provisions between Customer and Wells Fargo governing the Account(s) and any

linked accounts. Customer represents and warrants that Customer owns and has sole and exclusive authority over the Account(s), including the authority to grant the debit authorization under this Section Two (2), and that no third party, including any client or Customer or its affiliates, is required to consent to or otherwise authorize or approve Customer's exercise of authority with respect to such Account(s), including the grant of such debit authorization.

3. Authorizations. All transactions on Customer's Card are subject to prior approval by Wells Fargo ("**Authorizations**"). Wells Fargo reserves the right to limit the number of Authorizations given during any period of time (day, weekend, week, etc.) and Wells Fargo may deny an Authorization if Wells Fargo suspects that the Card is being used without Customer's permission. In the event the Authorization system is temporarily unavailable, an Authorization may be unable to be given even though the transaction would not exceed the Credit Limit and the Card is in good standing. For security reasons, Wells Fargo cannot explain the details of how the authorization system works. Wells Fargo shall not be liable for failing to give any such Authorization. Wells Fargo may, but is not required to, authorize transactions that will cause the balance on the Card to exceed the Credit Limit, and Customer agrees it is liable for any such transactions. In addition, Wells Fargo reserves the right to deny transactions or authorizations from merchants apparently engaging in the Internet gambling business or identifying themselves through the Card transaction record or otherwise as engaged in such business.

Notwithstanding the foregoing, Customer acknowledges and agrees that: (i) some or all of the Cards issued hereunder may be Cards that contain an embedded security microchip that works in tandem with personal identification number (PIN) authentication functionality ("**PIN & Chip Cards**"), rather than traditional magnetic stripe Cards; (ii) certain PIN & Chip Card transactions are authorized via Offline Authorization rather than Online Authorization; (iii) as a result, such PIN & Chip Card transactions authorized via Offline Authorization are not verified against restrictions applicable to the Customer's Card program generally or to a specific Card and/or Cardholder (such as credit limits, transaction type restrictions, etc.) prior to authorization; and (iv) Customer's liability and responsibility for PIN & Chip Card transactions shall not be in any way diminished or otherwise affected by whether such transactions have been authorized via Online Authorization or Offline Authorization. For purposes of the foregoing: (a) "**Online Authorization**" means authorization of a Card transaction via the electronic communications authorization system utilized for traditional magnetic stripe Card transactions, in which transaction information with respect to each Card transaction is electronically communicated to the Card issuer (i.e. Wells Fargo) for authorization; and (b) "**Offline Authorization**" means authorization of a PIN & Chip Card transaction by communication between the PIN & Chip Card and payment terminal using defined limiting parameters stored on the PIN & Chip Card, such as a cumulative offline transaction amount limit or a consecutive offline transaction limit, but without electronic communication with and authorization by the Card issuer (i.e. Wells Fargo) as would occur with an Online Authorization.

4. Program Administrator. Wells Fargo will require, and is authorized to rely on, written instructions it receives from the Customer's Program Administrator(s) named on Attachment B with regard to the following matters, without limitation: issuance of individual Cards to Cardholders; establishment of and changes to credit limits on individual Cards; notification of disputed transactions; and termination of individual Cards. Customer may substitute, remove or designate additional Program Administrators by written notice to Wells Fargo signed by an authorized officer of Customer. Notwithstanding any other provision of this Agreement to the contrary, if Customer enrolls to administer its *WellsOne* or MultiCard Commercial Card program(s) using the Internet to access Card information, Customer agrees that the primary Program Administrator named on Attachment B has full authority to substitute, remove or designate additional Program Administrators, each of whom may have the full authority of a Program Administrator including authority to designate other Program Administrators, and that written notice signed by an authorized officer of Customer is required only to substitute the primary Program Administrator. The primary Program Administrator may designate in writing one or more contacts for fraud or potential fraud related matters concerning Customer's Card program ("**Fraud Contact(s)**"), and in the absence of such designation the primary Program Administrator shall be deemed to be Customer's sole Fraud Contact. Customer may, but is not required to, execute additional Attachment Bs appointing separate program administrators for divisional or affiliate Card programs established under this Agreement.

5. Liability for Unauthorized Use. Customer shall be liable for all unauthorized use of the Card in any amount at any time, unless and until Customer has notified Wells Fargo that the Card or Card number has been lost, stolen or misappropriated or that the person or vehicle (in the event of a fleet program) in whose name the Card has been issued is no longer authorized to use the Card (for example, upon termination of employment). Notification concerning unauthorized use shall be made by Customer calling the customer service number most recently provided by Wells Fargo; provided however, that Customer shall cooperate with Wells Fargo to complete any required written correspondence requested by Wells Fargo. Customer shall be responsible for full payment of all purchases, fees and charges incurred prior to such notification, regardless of when actually posted to Customer's account. Notwithstanding the foregoing, Customer will not be liable for unauthorized use resulting from transactions made with a Card or Card number that has been skimmed or otherwise counterfeited; provided, that (i) such unauthorized use was not facilitated by the gross negligence, intentional misconduct or fraud of Customer or any of its Cardholders, (ii) such unauthorized use did not benefit Customer or any of its Cardholders or other employees or agents, and (iii) Customer timely submits a dispute with respect to such unauthorized use in accordance with the provisions of Section Eight (8) below.

6. Visa® Liability Waiver Program/MasterCoverage® Liability Protection Program. Subject to applicable Visa® or MasterCard® terms and conditions, as applicable, Customer may be eligible for coverage under Visa's® Liability Waiver Program

and/or MasterCard's® MasterCard® Liability Protection Program, which provide coverage against employee misuse of the Card. Customer should consult, as applicable, the Visa® Liability Waiver Program brochure or the MasterCard® MasterCard® Liability Protection Program brochure, available upon request from Wells Fargo, for terms and conditions of coverage. Customer acknowledges that Wells Fargo is not responsible for providing any form of liability protection program on Customer's behalf and that Wells Fargo makes no representations or warranties regarding any such program that may be offered by third parties.

7. Department Cards. In the event Customer requests Wells Fargo to issue Cards to Customer in a department, group name or other such designation not bearing a name or signature of an authorized employee or individual, all such Cards shall be deemed as "**Department Cards**". Customer hereby represents, acknowledges and agrees that: (i) such Department Cards will be used by more than one authorized employee or individual; (ii) physical Cards may or may not be issued in conjunction with such Department Cards; and (iii) issuance of Department Cards may increase the risk of fraudulent or unauthorized use. As such, Customer is responsible for all security and protection of the Department Cards and any and all Customer procedures concerning the use of such Department Cards by its Cardholders.

8. Billing Disputes, Chargeback Requests. Customer may dispute amounts reflected on a billing statement that Customer reasonably believes to be incorrect because: (i) the amount shown on the billing statement does not reflect the actual face value of the transaction; (ii) the transaction shown on the billing statement did not result from the use of the Cards; (iii) the statement reflects fees not properly accrued under this Agreement; or (iv) the transaction is disputable with the honoring merchant under applicable Visa® or MasterCard® rules, as applicable, however, such dispute is subject to the procedures and liability provisions set forth in this section or other sections of the Agreement. In the event of a dispute, Customer must notify Wells Fargo of its dispute within sixty (60) days from the transaction date of purchase. Each request to Wells Fargo must be in writing and contain the following information: (i) Cardholder name; (ii) Card account number; (iii) the dollar amount of any billing dispute or suspected error; (iv) reason for the dispute; and (v) a summary of the steps already taken with the merchant to resolve the matter. Wells Fargo shall investigate the disputed amount and determine whether the amount is properly payable by Customer. Until Wells Fargo completes its investigation and determines whether the disputed amount is properly payable by Customer, Customer shall not be liable for the amount of the disputed transaction. Customer agrees that its failure to dispute a charge or other item within sixty (60) days from the transaction date of purchase shall constitute a waiver of any right the Customer may have to dispute the charge. In the event that transactions are posted to the accounts as a result of any circumstance under which the honoring merchant may be held liable under applicable Visa® or MasterCard® rules, as applicable, Wells Fargo shall attempt to charge the transaction back to the merchant in accordance with applicable Visa® or MasterCard® procedures. However, such attempted chargeback by Wells Fargo shall not relieve Customer of liability for the amount of the transaction even though the transaction may have been provisionally credited to the Customer's accounts.

9. Default. The occurrence of any of the following conditions or events shall constitute an "**Event of Default**" by Customer under this Agreement in which case, any unpaid balances on the Card shall become immediately due and payable, and Wells Fargo may immediately debit the Account(s) for payment of such balances: (1) a payment is not made when due or a payment to Wells Fargo is returned or reversed for any reason; (2) a term of this Agreement is breached in any way; (3) Customer or any guarantor of Customer's account defaults under the terms of (a) any other agreement with Wells Fargo or any of its subsidiaries or affiliates or (b) any loan, credit or similar agreement with any third party; (4) a bankruptcy petition is filed by or against Customer or any guarantor of Customer's account; (5) a significant change occurs in the ownership or organizational structure of Customer or in the type or (if such change is adverse) volume of Customer's business; (6) Customer or any guarantor of Customer's account becomes insolvent or is dissolved; (7) there shall exist or occur any event or condition which Wells Fargo in good faith believes impairs, or is substantially likely to impair, the prospect of payment or performance of Customer's obligations under this Agreement; (8) Customer intentionally fails to submit required information Wells Fargo deems necessary; (9) Customer's account balance exceeds the Credit Limit; (10) any financial statement or certificate furnished to Wells Fargo in connection with, or any representation or warranty made by Customer or any other party under this Agreement, shall prove to have been incorrect, false or misleading in any material respect when furnished or made; (11) Customer or any guarantor of Customer's account, if any, fails to comply with any Applicable Law (as defined in Section One (1) above) materially affecting Customer, guarantor or the operations or property of either; (12) any owner of collateral given to secure the obligations hereunder, if any, shall fail to comply with any Applicable Law materially affecting any of the collateral; or (13) Customer, any guarantor of Customer's account, if any, or any other person with third party recourse liability hereunder, or an owner of any equity interest in Customer or any guarantor of other person with third party recourse liability hereunder performs or engages in any act or series of acts that Wells Fargo reasonably believes could constitute money laundering or a predicate crime to money laundering under Applicable Law.

10. Term; Right to Terminate. Wells Fargo or Customer may, upon at least thirty (30) days' prior written notice to the other party, and with or without cause: (i) terminate this Agreement; (ii) terminate one or more services provided for in this Agreement; or (iii) terminate one or more Cards; provided, however, that the foregoing shall not affect Customer's ability to terminate the authority of a Cardholder as set forth below in this Section Ten (10). In addition, Wells Fargo may take any one or more of the actions referred to in the immediately preceding sentence immediately, without prior notice to Customer, upon the occurrence of an Event of Default. If Customer has enrolled in CCER, any such notice required under this Agreement may be

delivered to Customer electronically in the same manner that statements are delivered. If Wells Fargo or Customer terminates the Agreement, or upon the expiration of this Agreement, (i) all Cards shall automatically expire, (ii) Customer shall immediately, upon notice from Wells Fargo, destroy all Cards, (iii) Customer will continue to be responsible for full payment of the current balance on the Card and all purchases, fees and charges incurred before termination that post after termination, including, without limitation, recurring transactions that post after termination, and (iv) any unpaid balances on the Cards shall become immediately due and payable, and Wells Fargo may immediately debit the Account(s) for payment of such balances. If Wells Fargo terminates one or more Cards but not the Agreement, Customer shall immediately, upon notice from Wells Fargo, destroy all such Cards. Upon termination of the Agreement, Customer acknowledges and agrees that the Account(s) and any and all collateral or guarantees in support of this Agreement will remain in place for a period of sixty (60) days from the termination date to satisfy all payment obligations of Customer under this Agreement. Customer may, at any time, terminate the authority of any Cardholder to use the Card. Such termination by Customer shall become effective upon written or electronic notice via the internet to Wells Fargo along with written confirmation that the Cardholder's Card has been destroyed.

11. Liability of Wells Fargo; No Implied Warranties. Wells Fargo's liability hereunder shall be limited to Customer's actual money damages caused directly by Wells Fargo's breach of this Agreement (except to the extent such liability is further limited by the terms of this Agreement), and Wells Fargo shall not be liable for any other matters whatsoever, including, without limitation: (i) Customer's use of the Card; (ii) the inability of Customer to use the Card or the unavailability of Card reports or authorizations as a result of circumstances beyond Wells Fargo's control (such as, without limitation, fire, flood or the disruption of power, phone or computer service); or (iii) transmission errors or data security problems, or other acts or omissions, on the part of third parties (including, without limitation, third-party service providers in connection with transaction files sent to Customer or its designee). Notwithstanding the foregoing, in no event shall Wells Fargo be liable for any indirect, incidental, special, consequential or punitive damages, even if Wells Fargo has been advised of the possibility of any such damages. Except as expressly set forth in this Agreement, Wells Fargo makes no warranties with respect to the Card, any service related thereto, or any software used in connection therewith, including without limitation any warranty as to merchantability or fitness for a particular purpose.

12. Changes to Agreement or to Credit Limit; Other Changes. In addition to, and not in lieu of, Wells Fargo's termination rights in Section Ten (10) above, Wells Fargo may unilaterally, in its sole discretion: (i) change the Credit Limit for any reason, including but not limited to changes as may be required by law, upon prompt notice to Customer; and/or (ii) change any of the terms of this Agreement or any Attachments hereto upon thirty (30) days prior written notice to Customer. Customer may change the designated Program Administrator(s) or an Account number upon an authorized officer's notice in writing or via the Internet to Wells Fargo.

13. Foreign Currency Transactions. If a Card is used to engage in a transaction in a currency other than U.S. dollars ("Foreign Currency Transaction"), that amount will be converted into U.S. dollars before posting to Customer's account.

13.1 Foreign Currency Transaction Procedures: If a Foreign Currency Transaction occurs, and the transaction is not converted to U.S. dollars by the merchant itself, Visa® or MasterCard®, as applicable, will convert the transaction into a U.S. dollar amount by using its currency conversion procedure in effect at the time the transaction is processed. Currently, Visa® and MasterCard® regulations and procedures provide that the currency conversion rate they use is either: (1) a wholesale market rate, which rate may vary from the rate Visa® or MasterCard® itself receives; or (2) a government-mandated rate for the applicable currency as determined under Visa® or MasterCard® regulations and procedures, as applicable. This rate may differ from the rate in effect when the transaction occurred or when it was posted to the Cardholder's account.

13.2 Point of Sale Currency Conversion: Some merchants outside of the United States offer Cardholders the option of having card transactions converted to U.S. dollars by the merchant itself during the transaction ("**Point of Sale Currency Conversion**"). If that option is chosen the transaction is actually originated in U.S. dollars and the currency conversion rate is determined solely by the merchant.

13.3 Cross Border Transactional Fee. For each Foreign Currency Transaction that has been converted into a U.S. dollar amount by Visa® or MasterCard®, as applicable, and for each Point of Sale Currency Conversion transaction where a non-U.S. merchant originates a transaction in U.S. dollars, Wells Fargo will charge Customer a 1% fee ("**Cross Border Transactional Fee**").

14. Direct Transmissions. Customer may request to receive Card transaction data to be transmitted directly to Customer, or to a third party recipient designated by Customer, electronically from either the Card network (Visa® or MasterCard®) or its subcontractor (hereinafter, "**Direct Transmissions**"). Upon receipt of such request (which shall be in writing (including, without limitation, e-mail) and from an authorized officer or Program Administrator of Customer), Wells Fargo will arrange for such Direct Transmissions. Customer agrees that Wells Fargo will not be liable for any damages, losses, liability or any other claims whatsoever arising in any way out of transmission errors or data security issues on the part of the network or any third party (including, without limitation, any third party recipient designated by Customer) in connection with Direct Transmissions. Direct Transmissions shall be subject to the Direct File Feed Fee as set forth in Attachment C-1.

15. Financial Information. Promptly upon Wells Fargo's request, Customer shall provide, in form and detail satisfactory to Wells Fargo, current audited annual and certified quarterly financial statements and supporting footnotes and schedules.

16. Confidential and Proprietary Information.

(a). Customer and Wells Fargo acknowledge and agree that, in connection with this Agreement, it may be necessary and/or desirable to exchange Confidential Information (as defined below). For purposes hereof, "**Confidential Information**" means all non-public, confidential or proprietary information of a party that is disclosed by such party (including any of its Representatives (as defined below)) (the "**Disclosing Party**") to the other party (the "**Receiving Party**") under or in connection with this Agreement, and includes, without limitation, financial, technical, or business information relating to the Disclosing Party, including trade secrets, marketing or business plans, strategies, forecasts, budgets, projections and pricing, customer and supplier information. Notwithstanding the above, Confidential Information does not include information that: (i) is or becomes generally available to the public other than as a result of an unauthorized disclosure by the Receiving Party or its Representatives (as defined below) in violation of this Section Sixteen (16); (ii) is already known by the Receiving Party at the time of its disclosure by the Disclosing Party; (iii) is or becomes available to the Receiving Party from a source not known to the Receiving Party to be under an obligation of confidentiality to the Disclosing Party; or (iv) is independently developed by the Receiving Party without the use of Confidential Information.

(b). For a period of two (2) years following its disclosure to the Receiving Party, the Receiving Party will: (i) keep Confidential Information confidential and not disclose it to any other person or entity, except disclosures (A) to federal and state bank examiners, and other regulatory officials having jurisdiction over the Receiving Party, as applicable, (B) to the Receiving Party's Representatives (as defined below), (C) in the case of Wells Fargo, to i) Visa® or MasterCard®, as applicable, ii) third party payment industry service providers with whom Wells Fargo has a business relationship and has entered into a non-disclosure agreement covering such Confidential Information, iii) as described in the Wells Fargo Supplier Analysis & Onboarding Commercial Card Conversion Service Description, if applicable, (D) required by applicable law or legal process in the opinion of the Receiving Party's counsel or any of its Representative's counsel, as applicable, or (E) otherwise authorized in writing by the Disclosing Party; and (ii) use Confidential Information only in connection with this Agreement (including the evaluation, negotiation, implementation, administration and enforcement hereof). For purposes hereof, "**Representatives**" means a party's or any of its affiliates' officers, employees, agents, legal counsel, auditors or other professional advisors who need to know Confidential Information in connection with this Agreement (including the evaluation, negotiation, implementation, administration and enforcement hereof). The Receiving Party will be responsible for any failure of its Representatives to treat the Confidential Information as confidential in accordance with the terms and conditions of this Agreement. In the event that the Receiving Party or any of its Representatives is, in the opinion of its counsel, required by applicable law or legal process to disclose any Confidential Information under clause (i)(D) of the first sentence of this paragraph, then the Receiving Party, unless prohibited by law, will provide notice of such disclosure to the Disclosing Party so that the Disclosing Party, at its sole option (but without an obligation to do so) and at its sole expense, may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Section Sixteen (16).

(c). Following any termination of this Agreement, upon the Disclosing Party's request, the Receiving Party will use commercially reasonable efforts to destroy all copies of Confidential Information then in the possession of the Receiving Party; provided, however, that the Receiving Party may retain such copies as are required by applicable law or in accordance with its customary practices and procedures (any Confidential Information so retained will be held by the Receiving Party subject to this Agreement).

(d). If there is a breach of this Section Sixteen (16) by either party, the other party will have the right to seek any and all remedies at law or in equity, including without limitation appropriate injunctive relief or specific performance. The protections afforded to Confidential Information hereunder are in addition to, and not in lieu of, the protections afforded under any applicable trade secrets or other laws.

17. No Waiver; Right of Set-Off. Neither party's failure to exercise any right or to pursue any remedy under this Agreement or otherwise shall constitute a waiver thereof. Wells Fargo shall have the right to, in its sole discretion, set-off or recoup any obligation of Customer to Wells Fargo under this Agreement or otherwise against any obligation Wells Fargo owes to Customer, including a set-off against any deposit account(s) Customer has with Wells Fargo to the extent permitted by law.

18. Miscellaneous; Entire Agreement; Governing Law; Counterparts; No Assignment; Independent Contractor; Severability. This Agreement contains the entire understanding between the parties on the subject matter hereof and supersedes all prior agreements, negotiations and representations. This Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, and all of which when taken together shall constitute one and the same Agreement. Customer may not assign this Agreement or any of its rights, interest or obligations hereunder (by operation of law or otherwise). Nothing contained in this Agreement shall be construed as constituting or creating a partnership, joint venture, agency, or other association or relationship between Wells Fargo and Customer. Wherever possible, each provision of this Agreement

shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under such law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement.

19. Arbitration. The parties hereto agree, upon demand by any party, to submit to binding arbitration all claims, disputes and controversies between or among them (and their respective employees, officers, directors, attorneys, and other agents), whether in tort, contract or otherwise in any way arising out of or relating to: (i) any credit subject hereto, or the Agreement and its negotiation, execution, collateralization, administration, repayment, modification, extension, substitution, formation, inducement, enforcement, default or termination; or (ii) requests for additional credit.

19.1. Governing Rules. Any arbitration proceeding will: (i) proceed in a location in South Dakota selected by the American Arbitration Association (“AAA”); (ii) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between the parties; and (iii) be conducted by the AAA, or such other administrator as the parties shall mutually agree upon, in accordance with the AAA’s commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000.00 exclusive of claimed interest, arbitration fees and costs in which case the arbitration shall be conducted in accordance with the AAA’s optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes to be referred to herein, as applicable, as the “Rules”). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any dispute. Nothing contained herein shall be deemed to be a waiver by any party that is a bank of the protections afforded to it under 12 U.S.C. §91 or any similar applicable state law.

19.2. No Waiver of Provisional Remedies; Self-Help and Foreclosure. The arbitration requirement does not limit the right of any party to: (i) foreclose against real or personal property collateral; (ii) exercise self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession; or (iii) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment or the appointment of a receiver, before during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in sections (i), (ii) and (iii) of this paragraph.

19.3. Arbitrator Qualifications and Powers. Any arbitration proceeding in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than \$5,000,000.00. Any dispute in which the amount in controversy exceeds \$5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. Such single arbitrator or panel of three arbitrators, as applicable, is hereafter referred to as the “arbitrator”. Each arbitrator will be a neutral attorney licensed in the State of South Dakota or a neutral retired judge of the state or federal judiciary of South Dakota, in either case with a minimum of ten years experience in the substantive law applicable to the subject matter of the dispute to be arbitrated. The arbitrator will determine whether or not an issue is arbitratable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator will decide (by documents only or with a hearing at the arbitrator's discretion) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator shall resolve all disputes in accordance with the substantive law of South Dakota and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the South Dakota Rules of Civil Procedure or other applicable law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

19.4. Discovery. In any arbitration proceeding, discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the dispute being arbitrated and must be completed no later than twenty (20) days before the hearing date. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

19.5. Class Proceedings and Consolidations. No party hereto shall be entitled to join or consolidate disputes by or against others in any arbitration, except parties who have executed the Agreement, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

19.6. Payment Of Arbitration Costs And Fees. The arbitrator shall award all costs and expenses of the arbitration proceeding.

19.7. Miscellaneous. To the maximum extent practicable, the AAA, the arbitrator and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. If more than one agreement for arbitration by or between the parties potentially applies to a dispute, the arbitration provision most directly related to the Agreement or the subject matter of the dispute shall control. This arbitration provision shall survive termination, amendment or expiration of the Agreement or any relationship between the parties.

20. Customer Provided Card Content. For purposes of this Agreement, “**Customer Provided Card Content**” means any and all business, division, trade or assumed names, trade dress, service marks, trademarks, logos or other words or images that Customer or its representatives supply for inclusion on any Cards issued under this Agreement. Customer will defend, indemnify and hold harmless Wells Fargo and its affiliates, as well as the employees, officers, directors and agents of Wells Fargo and its affiliates (each an “**Indemnified Party**”) against all costs and expenses of the Indemnified Party (including without limitation any losses, liabilities, damages, fines, penalties or reasonable attorneys’ fees) arising from or in connection with any dispute, claim, suit, action, proceeding or demand brought against an Indemnified Party relating to any actual or alleged violation of intellectual property rights of any third party as a result of the inclusion of any Customer Provided Card Content on the Cards.

21. Foreign Personnel. If Cards are distributed by Customer or at its instruction to Cardholders outside of the United States, Customer shall be solely responsible for complying with any applicable foreign employment and/or data privacy laws or requirements in connection therewith, including but not limited to any requirements to provide notices or disclosures to or to obtain consents from Cardholders. Wells Fargo shall have no liability for Customer’s failure to comply with any such requirements.

22. Cooperation. Customer shall promptly provide Wells Fargo with any information that Wells Fargo may request to confirm that the Cards are being used in accordance with the terms and conditions of this Agreement. Such requested information may include, without limitation, information about any Cardholder and/or any other involved parties, and the intended purpose or use of a Card transaction. In the event that Customer does not comply with the terms of this section, Wells Fargo will have the right, in its sole and absolute discretion, to terminate immediately any Card issued in the name of such individual(s), and Customer shall not permit such individual(s) to use any other Cards issued pursuant to this Agreement.

23. Cross Collateral Exclusion. Customer acknowledges and agrees no deed of trust, mortgage, security deed, or similar real estate collateral agreement, nor any security agreement, pledge, assignment or similar personal property collateral agreement provided to Wells Fargo by Customer or any other party shall now or hereafter secure the indebtedness and other obligations of Customer to Wells Fargo subject to this Agreement by reason of any cross-collateralization or similar provision purporting generally to expand the scope of obligations secured thereby to include the indebtedness and other obligations subject to this Agreement. For the elimination of doubt unless specifically described as being secured thereby no such document shall secure the indebtedness and obligations subject to this Agreement.

**WELLS FARGO BANK, NATIONAL
ASSOCIATION**

Authorized Officer: _____

Signature: _____

Title: _____

Date: _____

City of Minot

Authorized Officer: _____

Signature: _____

Title: _____

Date: _____

**WELLSONE® COMMERCIAL CARD AGREEMENT
ATTACHMENT A - 1
PROGRAM INFORMATION**

CUSTOMER NAME City of Minot

TAX ID 45-6002126

ADDRESS

CREDIT LIMIT \$

ACCOUNT(S)

Billing Settlement Account:

For purchases and transactions on the Card, Cash Advance Fees, and Cross-Border Transactional Fees

BANK NAME
DEMAND DEPOSIT ACCOUNT NUMBER
ROUTING NUMBER

Wells Fargo

BILLING STATEMENT CYCLE*

*Applies to purchases and transactions on the Card, Cash Advance Fees, and Cross-Border Transactional Fees. Other fees hereunder will be billed separately on a monthly basis.

Fee/Analysis Account:

For other fees under this Agreement, as amended and supplemented from time to time (including other fees specified in Attachment C-1)

BANK NAME
DEMAND DEPOSIT ACCOUNT NUMBER
ROUTING NUMBER

Wells Fargo

**WELLSONE® COMMERCIAL CARD AGREEMENT
ATTACHMENT A-2, MULTIPLE DIVISION BILLING
PROGRAM INFORMATION**

CUSTOMER NAME
ACCOUNT(S)

<div>_____ Division</div> <div>BANK NAME DEMAND DEPOSIT ACCOUNT NUMBER ROUTING NUMBER</div>	<div>For purchases and transactions on the Card, Cash Advance Fees, and Cross-Border Transactional Fees for the _____ Division Card Program</div> <div>WELLS FARGO</div>
------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<div>_____ Division</div> <div>BANK NAME DEMAND DEPOSIT ACCOUNT NUMBER ROUTING NUMBER</div>	<div>For purchases and transactions on the Card, Cash Advance Fees, and Cross-Border Transactional Fees for the _____ Division Card Program</div> <div>WELLS FARGO</div>
------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<div>_____ Division</div> <div>BANK NAME DEMAND DEPOSIT ACCOUNT NUMBER ROUTING NUMBER</div>	<div>For purchases and transactions on the Card, Cash Advance Fees, and Cross-Border Transactional Fees for the _____ Division Card Program</div> <div>WELLS FARGO</div>
------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<div>_____ Division</div> <div>BANK NAME DEMAND DEPOSIT ACCOUNT NUMBER ROUTING NUMBER</div>	<div>For purchases and transactions on the Card, Cash Advance Fees, and Cross-Border Transactional Fees for the _____ Division Card Program</div> <div>WELLS FARGO</div>
------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

WELLSONE® COMMERCIAL CARD AGREEMENT
ATTACHMENT B - PROGRAM ADMINISTRATOR
March 15, 2018

Please provide the following information about each Program Administrator:

Customer Name

Enter Division Name, if applicable

*The Attachment B to the Agreement may be updated at a later date in accordance with the terms of Section 4 of the Agreement, however it will replace the original Attachment B and all current Program Administrators of Customer must be included.

PROGRAM ADMINISTRATOR (Primary)

Main point of contact for day to day business

PROGRAM ADMINISTRATOR (Secondary)

(Name / Title)

(Name / Title)

(Physical Street Address)

(Physical Street Address)

(City / State / Zip Code)

(City / State / Zip Code)

(Telephone)

(Fax)

(Telephone)

(Fax)

(Email Address)

(Email Address)

PROGRAM ADMINISTRATOR (Secondary)

PROGRAM ADMINISTRATOR (Secondary)

(Name / Title)

(Name / Title)

(Physical Street Address)

(Physical Street Address)

(City / State / Zip Code)

(City / State / Zip Code)

(Telephone)

(Fax)

(Telephone)

(Fax)

(Email Address)

(add additional pages as necessary)

(Email Address)

Select the Program Administrator above authorized to provide instructions on Card delivery: ____.*

***Requirements:**

- (i) All Card delivery addresses must be a physical address; and
- (ii) Card delivery addresses may include such Program Administrator's address above and/or to such other address(es) as instructed by such Program Administrator. If no instructions are provided, all Cards will be delivered to the address of such Program Administrator.

Select the Program Administrator above designated to receive billing statements: ____

WELLSONE® COMMERCIAL CARD AGREEMENT
ATTACHMENT C-1
FEE SCHEDULE
CUSTOMER NAME: City of Minot
DATE: March 15, 2018

STANDARD FEES:

ONE TIME FEES:

Set-up Fee	\$ 3000
On-site Implementation Fee	\$ Not Selected
Miscellaneous	

RECURRING FEES:

Ramp up period* through which fee is waived:

Program Maintenance	\$ Waived /Month	No ramp up period
CCER Reporting Solution	\$ Waived /Month	No ramp up period
Transaction Fee	\$ Waived /Transaction	No ramp up period
Card Issuance	\$ Waived /Account	No ramp up period

**The ramp up period will begin the month the program is in its final stage of implementation. For example, if a program with a 6 month ramp up period is implemented on any day in January, January is month one. The ramp up period will end June 30. The first charges will be for July, seen on the August Account Analysis statement.*

MISCELLANEOUS FEES (Applicable Only If Customer Elects and/or Uses This Service):

Receipt Imaging:

Initial Set-up	\$ 500
Year 1 Archival Cost	\$ 0.05/Imaged Page
Years 2-7 Archival Costs	\$ 0.03/Imaged Page (per year)
Receipt Imaging Off-load Setup Fee	\$160
HR File Feed Setup Fee	\$160
Cash Advance Fee	2%/\$2 minimum
Cross-Border Transactional Fee	1 % / Transaction
Card Artwork (Logo)	\$ 450
Custom Card Design*	\$ 1,000 per standard design set-up
Manual Reports	\$ 175/ Report
Rush Card	\$ 10/Incident
Phone Re-Training	\$ 175/Incident

Convenience Check:

Transaction Fee	2%/\$2 minimum
Program Maintenance	\$ 250/Month
Returned Check Fee	\$ 29/Incident
Stop Payment Fee	\$ 25/Incident
Convenience Check Copy	\$ 10/Check Copy

Custom Data Solutions

Custom Report Set-up	\$100/ Hour
Custom File Mnthly Maint	\$ 100/ Month
Custom File Transmission	\$ 5/ transmission

- No fees are assessed until customer begins using service
- For those customers who opt to use ACH reimbursement for out-of-pocket expenses, separate ACH fees will apply.
- For those customers who opt to use CCER AP Control, Separate Payment Manager fees may apply.
- For those customers who opt to use the Commercial Card Expense Reporting solution, accessed through the Commercial Electronic Office (CEO), separate CEO access charges may apply.
- * Non-standard designs may be subject to additional costs and requirements, including design creation fees and minimum card order requirements.

WELLSONE® COMMERCIAL CARD AGREEMENT
ATTACHMENT C-2
REVENUE SHARE CALCULATION
CUSTOMER NAME: City of Minot
March 15, 2018

Revenue Share will be paid within forty-five (45) days following the end of each Program Year on Net Purchase Volume for such Program Year. For purposes of this Attachment C-2, “Program Year” shall mean the twelve month period beginning June 1 and ending May 31.

Standard Revenue Share Schedule

Net Purchase Volume*

Revenue Share

					Average Transaction Size \$300 to \$499		Average Transaction Size \$500 to \$599		Average Transaction Size \$600 and above	
\$	0	to	\$	1,499,999	0	Basis points (bps)	0	bps	0	bps
\$	1,500,000	to	\$	2,999,999	99	bps	110	bps	113	bps
\$	3,000,000	to	\$	4,999,999	128	bps	140	bps	143	bps
\$	5,000,000	to	\$	6,999,999	141	bps	152	bps	156	bps
\$	7,000,000	to	\$	8,999,999	147	bps	158	bps	161	bps
\$	9,999,999	to	\$	11,999,999	150	bps	161	bps	165	bps
\$	12,000,000	to	\$	14,999,999	153	bps	164	bps	168	bps
\$	15,000,000	to	\$	And Above	155	bps	166	bps	169	bps

Custom Interchange Revenue Share Schedule

Net Purchase Volume* of Custom Interchange Transactions

\$ 1.00 and above

Revenue Share

75 - basis points (bps)

Commencing with the Program Year ending May 31, 2019 and annually thereafter (“Anniversary Date”), the Revenue Share amount to be paid to Customer (if any) shall be calculated and applied retroactively by multiplying the applicable Revenue Share bps times the Net Purchase Volume for the previous Program Year. No Revenue Share shall be owed for the previous Program Year if: (i) Customer terminates this Agreement prior to the Anniversary Date, or (ii) Wells Fargo terminates this Agreement for an Event of Default prior to the Anniversary Date. No Revenue Share shall be owed for the previous Program Year if the Customer’s average transaction size for such Program Year is less than \$1,500,000.

* “Net Purchase Volume” shall mean total volume minus credits and cash advances (if applicable). Wells Fargo will segregate or exclude Custom Interchange Transactions as defined and described below and as qualified by Visa® or MasterCard®, as applicable. The term “Custom Interchange Transaction” as used herein shall mean (i) certain transactions subject to select large ticket transaction requirements, qualified and determined by Visa or MasterCard®, as applicable, in its sole and absolute discretion and (ii) transactions with merchants participating in promotional interchange programs offered by Visa® or MasterCard® (including the Visa Partner Program or the MasterCard Partner Program) that qualify for non-standard promotional interchange rates. Such Visa® or MasterCard®, as applicable, large ticket transaction qualification requirements for large ticket interchange shall include, but not be limited to, custom payment service qualification with Level II and Level III data included with the transaction. Notwithstanding anything to the contrary contained herein, Wells Fargo may, in its reasonable discretion, exclude any Custom Interchange Transaction for which the interchange rate is below a minimum threshold established by Wells Fargo for purposes of Revenue Share calculation.

The following terms and conditions shall apply under this Attachment: i) Customer must obtain an annual minimum Net Purchase Volume of \$300 per Program Year, which may include Custom Interchange Transactions, to receive a Revenue Share payment under this Attachment, and ii) if such Custom Interchange Transactions are segregated, the Custom Interchange Revenue Share Schedule will apply to the Net Purchase Volume for such segregated transactions.

If Customer utilizes the MasterCard® Payment Gateway™: (i) any transaction in an amount greater than or equal to \$100,000.00 made using the MasterCard® Payment Gateway™ will not be included in Customer's Net Purchase Volume, as a Custom Interchange Transaction or otherwise, for purposes of calculating Revenue Share payable to Customer hereunder and no Revenue Share will be payable to Customer in respect of any such transaction; and (ii) any transaction in an amount below \$100,000.00 made using the MasterCard® Payment Gateway™ will be included in Customer's Net Purchase Volume for purposes of calculating Revenue Share payable to Customer hereunder and, subject to the conditions herein with respect to Customer's eligibility to receive a Revenue Share payment, will be separately segregated and paid at a rate separately agreed in writing by the parties, or in the absence of such written agreement, at the rate set out in the MasterCard® Payment Gateway™ Service Description.

Draft

Supplier Analysis & Onboarding service

Segmentation and Profiling Reports for City of Minot

9/6/2017

The information regarding actual and/or projected card spend set forth above is provided for discussion purposes only and is based largely upon current industry practices and information that your company has provided to Wells Fargo, including, without limitation, information regarding card spend volume and average transaction size, the portion of card spend volume comprised of “Large Ticket Transactions” as defined by Visa or MasterCard, and interchange rates. Please note that projections by nature may be subject to change and actual results may differ materially based upon various uncertainties, including, but not limited to, business, economic, industry and legal factors affecting assumptions concerning future card spend volume and mix (e.g., travel vs. procurement spend mix, percentage of transactions classified as “Large Ticket” or subject to special interchange pricing programs, interchange rates and/or negotiated terms and discounts, etc.).



Customized A/P Program

City of Minot

This report provides a breakdown of how Wells Fargo and City of Minot will work together to achieve the goal of A/P program automation. By defining which suppliers will be pursued and in what manner they will be paid, our analytical system calculates forecasted outcomes based on interactions with suppliers in the same position as yours using Wells Fargo's vast database of historical enrollment records.

Program expectations summary

Total A/P file volume \$109,010,535

Commercial card

Recommended for onboarding \$88,621,343

Customized conversion rate 7.68%

Expected A/P card program size \$6,807,026

ACH

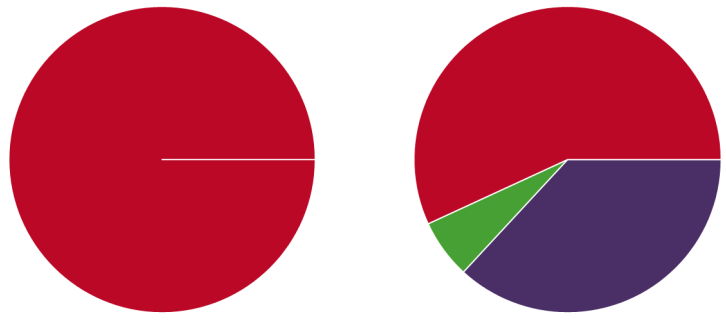
Recommended for onboarding \$102,203,509

Historical conversion rate 39.32%

Expected A/P ACH program size \$40,191,101

Current

Target



■ ACH ■ Card ■ Check

Wells Fargo's AP card solutions are currently accepted by more than 141,000 merchants. Using your file, we were able to match 84 supplier(s), representing \$1,200,190 in spend, to merchants already processing transactions through our AP payment solutions.

Campaign and forecasted outcomes

	Pursued			Expected		
	Suppliers	Transactions	Spend	Suppliers	Transactions	Spend
Commercial card						
Phone	75	872	\$84,573,628	14	191	\$5,721,883
Mail	764	3,330	\$4,047,715	211	1,007	\$1,085,143
Existing card	0	0	\$0	0	0	\$0
Totals	839	4,202	\$88,621,343	225	1,198	\$6,807,026
ACH						
Initial ACH	390	1,462	\$20,389,192	178	666	\$10,900,983
Card declined ACH	614	3,004	\$81,814,317	312	1,526	\$29,290,118
Totals	1,004	4,466	\$102,203,509	490	2,192	\$40,191,101
Other enrollment data						
Not recommended	0	0	\$0	0	0	\$0
Totals	0	0	\$0	0	0	\$0
Grand totals	1,229	5,664	\$109,010,535	715	3,390	\$46,998,127

City of Minot

Not recommended for automation

	Pursued			Expected		
	Suppliers	Transactions	Spend	Suppliers	Transactions	Spend
Suppliers < \$1	0	0	\$0	0	0	\$0
Totals	0	0	\$0	0	0	\$0

A/P file breakdown

	<\$2,500	<\$7,000	<\$15,000	<\$25,000	<\$50,000	>\$50,000	Total
AP card	\$363,651	\$66,149	\$323,478	\$446,912			\$1,200,190
Level 3 line item	\$336,802	\$259,299	\$111,749	\$1,325,272	\$648,265	\$17,420,206	\$20,101,593
Level 3 summary	\$558,478	\$866,579	\$628,527	\$1,263,673	\$763,859	\$14,752,782	\$18,833,898
Level 2	\$536,065	\$505,268	\$265,666	\$617,258	\$1,361,436	\$14,703,613	\$17,989,305
Level 1	\$250,416	\$309,300	\$246,442	\$879,182	\$251,165	\$28,683,932	\$30,620,437
Non-acceptors	\$567,522	\$609,122	\$713,393	\$2,095,792	\$2,191,172	\$14,088,110	\$20,265,111
Totals	\$2,612,934	\$2,615,717	\$2,289,256	\$6,628,087	\$5,215,898	\$89,648,643	\$109,010,535

Card Acceptor Detail

City of Minot

This report lists suppliers who currently process commercial card payments, along with important information regarding their likelihood of accepting them from your organization.

Card acceptor detail report - Top 100

Supplier name	Acceptor type	Payment terms	Payment type	Average txn.	# of payments	Total spend
AAAE	APC		5486	\$1,017	3	\$3,050
ADS LLC	APC		6803	\$2,298	1	\$2,298
ALL AMERICA CITY GLASS	APC		2526	\$269	1	\$269
ALL AMERICAN TROPHIES	APC		23	\$354	26	\$9,199
ARAMARK	APC		5897	\$491	4	\$1,965
ATSSA	APC		3970	\$185	2	\$369
AUTOMATIONDIRECT.COM	APC		9126	\$614	2	\$1,228
BIBLIOTHECA, LLC	APC		9806	\$2,146	4	\$8,584
BORSHEIM CRANE SERVICE	APC		7962	\$877	3	\$2,630
BROWN & SAENGER	APC		4829	\$310	20	\$6,192
CANADIAN PACIFIC RAILWAY	APC		3838	\$100	1	\$100
CERTIFIED LABORATORIES	APC		9550	\$244	1	\$244
CREATIVE PRINTING	APC		3190	\$357	6	\$2,143
CSB PAINTING INC	APC		9828	\$2,850	1	\$2,850
DAKOTA FIRE EXTINGUISHER	APC		284	\$574	25	\$14,358
DAKOTA SUPPLY GROUP	APC		350	\$19,043	20	\$380,862
DEMCO	APC		299	\$1,545	4	\$6,178
DIAMOND TRUCK EQUIPMENT	APC		3158	\$1,095	1	\$1,095
EIDE BAILLY LLP	APC		330	\$22,075	2	\$44,150
ELECTRO WATCHMAN INC	APC		6623	\$419	1	\$419
FAIRFIELD INN	APC		9782	\$222	1	\$222
FERGUSON ENTERPRISES, INC	APC		5548	\$279	8	\$2,236
FISHER SCIENTIFIC	APC		370	\$142	2	\$284
G & P COMMERCIAL SALES	APC		2226	\$370	24	\$8,887
GAFFANEYS	APC		383	\$314	24	\$7,536
GLASS DOCTOR	APC		6099	\$583	5	\$2,914
GRAND INTERNATIONAL INN	APC		99000	\$1,849	1	\$1,849
GRANITE SPRINGS	APC		397	\$63	24	\$1,509
GREY HOUSE PUBLISHING	APC		407	\$357	1	\$357
HAMPTON INN & SUITES	APC		9808	\$2,900	10	\$29,003
HD SUPPLY WATERWORKS, LTD	APC		8130	\$1,184	22	\$26,057
HIGH POINT NETWORKS, LLC	APC		8306	\$1,241	9	\$11,166
HOLIDAY INN	APC		690	\$347	2	\$694
ICC	APC		5791	\$531	21	\$11,143
INFOGROUP	APC		7903	\$1,995	1	\$1,995
INLAND TRUCK PARTS CO	APC		430	\$859	1	\$859
INTERSTATE BATTERY SYSTEM	APC		6385	\$783	18	\$14,089
INTOXIMETERS	APC		7178	\$170	1	\$170
JOHNSON CONTROLS	APC		454	\$2,090	3	\$6,271
JOHNSTONE SUPPLY	APC		7712	\$255	1	\$255

Supplier name	Acceptor type	Payment terms	Payment type	Average txn.	# of payments	Total spend
KIMBALL MIDWEST	APC		5536	\$165	5	\$823
LAWSON PRODUCTS, INC.	APC		493	\$229	12	\$2,751
LEADSONLINE	APC		7422	\$3,468	1	\$3,468
LOCK DOCTOR	APC		7106	\$74	2	\$148
MCMASTER-CARR	APC		959	\$58	2	\$115
MICROTEL INN & SUITES	APC		6632	\$167	1	\$167
MINOT AUTOMOTIVE CENTER	APC		849	\$1,454	17	\$24,724
MINOT DAILY NEWS	APC		545	\$1,215	33	\$40,086
MOTION INDUSTRIES	APC		5100	\$278	2	\$556
NADA USED CAR GUIDE	APC		6902	\$115	1	\$115
NAPA AUTO PARTS	APC		577	\$1,040	32	\$33,286
NBS CALIBRATIONS	APC		615	\$479	4	\$1,917
NEOPOST USA	APC		8092	\$204	4	\$818
NIESS IMPRESSIONS	APC		4512	\$567	7	\$3,971
NORTHWESTERN EQUIPMENT	APC		1040	\$721	1	\$721
O'REILLY AUTO PARTS	APC		6594	\$27	5	\$134
OCLC	APC		7026	\$1,216	12	\$14,591
PBBS EQUIPMENT CORP	APC		12	\$79	3	\$238
PRAXAIR DISTRIBUTION, INC.	APC		268	\$33	6	\$195
PROQUEST	APC		5199	\$1,873	2	\$3,745
RADISSON HOTEL FARGO	APC		8000	\$265	1	\$265
RECORDED BOOKS	APC		2401	\$732	12	\$8,783
RECOVERY RESOURCES	APC		7796	\$163	5	\$815
RYAN HONDA OF MINOT	APC		368	\$21,900	1	\$21,900
SHI INTERNATIONAL CORP	APC		8838	\$553	1	\$553
SHOWCASES	APC		4458	\$811	3	\$2,433
SHRM	APC		5520	\$199	2	\$398
SIGNCAD SYSTEMS	APC		1284	\$2,200	1	\$2,200
SIMPLEXGRINNELL LP	APC		5632	\$650	3	\$1,949
SLEEP INN	APC		6168	\$89	1	\$89
STAPLES	APC		4500	\$962	31	\$29,815
STAYBRIDGE SUITES	APC		10013	\$544	1	\$544
SWANSTON EQUIPMENT	APC		1954	\$11,981	27	\$323,478
TECTA AMERICA	APC		7915	\$5,395	4	\$21,578
THE MUFFLER SHOP	APC		7538	\$75	1	\$75
TRANE COMPANY	APC		6212	\$600	2	\$1,200
ULINE	APC		5617	\$1,015	2	\$2,030
UNITED RENTALS	APC		6618	\$177	3	\$532
USA BLUE BOOK	APC		3319	\$366	11	\$4,021
VALS CYCLERY	APC		749	\$42	8	\$333
WALLWORK TRUCK CENTER	APC		7928	\$4,625	2	\$9,250
ACOM SOLUTIONS	Level 3 line item		7756	\$2,190	1	\$2,190
ADAPCO, INC	Level 3 line item		6412	\$45,948	2	\$91,896
ADVNT BIOTECHNOLOGIES	Level 3 line item		9747	\$1,715	1	\$1,715
AMANO MCGANN, INC	Level 3 line item		7838	\$28,500	1	\$28,500
AMERICAN ASSN OF AIRPORT EXEC	Level 3 line item		1569	\$2,500	1	\$2,500
AMERICAN PUBLIC TRANSPORTATION	Level 3 line item		9665	\$963	1	\$963

Supplier name	Acceptor type	Payment terms	Payment type	Average txn.	# of payments	Total spend
AMERICAN PUBLIC WORKS ASSN.	Level 3 line item		55	\$2,240	1	\$2,240
AT&T	Level 3 line item		1529	\$1,138	26	\$29,589
B & H PHOTO-VIDEO	Level 3 line item		8361	\$3,549	1	\$3,549
BAKER & TAYLOR BOOKS	Level 3 line item		6298	\$2,955	28	\$82,744
BEST BUY BUSINESS ADVANTAGE AC	Level 3 line item		6652	\$1,827	6	\$10,960
BISMARCK-MANDAN SECURITY, INC	Level 3 line item		8443	\$7,596	13	\$98,750
BNSF RAILWAY COMPANY	Level 3 line item		8513	\$5,748	1	\$5,748
BOBS MAINTENANCE AND REMODELIN	Level 3 line item		9819	\$287	1	\$287
BOOK SYSTEMS, INC	Level 3 line item		7207	\$1,720	1	\$1,720
BORDER STATES ELECTRIC SUPPLY	Level 3 line item		5160	\$1,020	27	\$27,543
BOUND TREE MEDICAL	Level 3 line item		6092	\$753	4	\$3,013
BUILD A SIGN	Level 3 line item		9752	\$106	1	\$106
BULLEX, INC	Level 3 line item		9998	\$12,999	1	\$12,999

AP Card Acceptors

City of Minot

This report lists all suppliers of yours that we were able to match against current acceptors of our AP card solutions. In addition, information about suppliers with known processing restrictions is listed as well.

AP card acceptors summary

	# of suppliers	Total spend
No restriction identified	55	\$961,676
Consolidated Payments	3	\$778
No Email - Portal	11	\$105,596
No Email - Time of Sale	4	\$3,621
Pricing/Fees	4	\$2,866
Transaction Limit	7	\$125,651
Totals	84	\$1,200,190

AP card acceptors detail without restrictions - Top 100

Supplier name	Total spend	Average txn.	Payment terms
DAKOTA SUPPLY GROUP	\$380,862	\$19,043	
SWANSTON EQUIPMENT	\$323,478	\$11,981	
MINOT DAILY NEWS	\$40,086	\$1,215	
HD SUPPLY WATERWORKS, LTD	\$26,057	\$1,184	
MINOT AUTOMOTIVE CENTER	\$24,724	\$1,454	
RYAN HONDA OF MINOT	\$21,900	\$21,900	
DAKOTA FIRE EXTINGUISHER	\$14,358	\$574	
ICC	\$11,143	\$531	
WALLWORK TRUCK CENTER	\$9,250	\$4,625	
ALL AMERICAN TROPHIES	\$9,199	\$354	
G & P COMMERCIAL SALES	\$8,887	\$370	
RECORDED BOOKS	\$8,783	\$732	
BIBLIOTHECA, LLC	\$8,584	\$2,146	
GAFFANEYS	\$7,536	\$314	
BROWN & SAENGER	\$6,192	\$310	
DEMCO	\$6,178	\$1,545	
USA BLUE BOOK	\$4,021	\$366	
NISS IMPRESSIONS	\$3,971	\$567	
LEADSONLINE	\$3,468	\$3,468	
AAAE	\$3,050	\$1,017	
GLASS DOCTOR	\$2,914	\$583	
CSB PAINTING INC	\$2,850	\$2,850	
LAWSON PRODUCTS, INC.	\$2,751	\$229	
BORSHEIM CRANE SERVICE	\$2,630	\$877	
SHOWCASES	\$2,433	\$811	
ADS LLC	\$2,298	\$2,298	
FERGUSON ENTERPRISES, INC	\$2,236	\$279	
SIGNCAD SYSTEMS	\$2,200	\$2,200	
CREATIVE PRINTING	\$2,143	\$357	
ARAMARK	\$1,965	\$491	

NBS CALIBRATIONS	\$1,917	\$479
GRAND INTERNATIONAL INN	\$1,849	\$1,849
GRANITE SPRINGS	\$1,509	\$63
AUTOMATIONDIRECT.COM	\$1,228	\$614
DIAMOND TRUCK EQUIPMENT	\$1,095	\$1,095
INLAND TRUCK PARTS CO	\$859	\$859
KIMBALL MIDWEST	\$823	\$165
NEOPOST USA	\$818	\$204
RECOVERY RESOURCES	\$815	\$163
NORTHWESTERN EQUIPMENT	\$721	\$721
HOLIDAY INN	\$694	\$347
SHRM	\$398	\$199
ATSSA	\$369	\$185
GREY HOUSE PUBLISHING	\$357	\$357
VALS CYCLERY	\$333	\$42
ALL AMERICA CITY GLASS	\$269	\$269
RADISSON HOTEL FARGO	\$265	\$265
PBBS EQUIPMENT CORP	\$238	\$79
FAIRFIELD INN	\$222	\$222
INTOXIMETERS	\$170	\$170
MICROTEL INN & SUITES	\$167	\$167
LOCK DOCTOR	\$148	\$74
CANADIAN PACIFIC RAILWAY	\$100	\$100
SLEEP INN	\$89	\$89
THE MUFFLER SHOP	\$75	\$75

AP card acceptors detail with restrictions - Top 100

Supplier name	Total spend	Processing restrictions	Additional detail
EIDE BAILLY LLP	\$44,150	Transaction Limit	5000
NAPA AUTO PARTS	\$33,286	Transaction Limit	1000
STAPLES	\$29,815	No Email - Portal	
HAMPTON INN & SUITES	\$29,003	No Email - Portal	
TECTA AMERICA	\$21,578	Transaction Limit	6000
XEROX CORPORATION	\$17,342	No Email - Portal	www.xerox.com
OCLC	\$14,591	Transaction Limit	10000
INTERSTATE BATTERY SYSTEM	\$14,089	No Email - Portal	
HIGH POINT NETWORKS, LLC	\$11,166	No Email - Portal	Yes
JOHNSON CONTROLS	\$6,271	Transaction Limit	20000
PROQUEST	\$3,745	Transaction Limit	50000
FASTENAL COMPANY	\$2,252	No Email - Time of Sale	
ULINE	\$2,030	Transaction Limit	25000
INFOGROUP	\$1,995	No Email - Portal	
SIMPLEXGRINNELL LP	\$1,949	Pricing/Fees	
TRANE COMPANY	\$1,200	No Email - Portal	
MOTION INDUSTRIES	\$556	Pricing/Fees	
SHI INTERNATIONAL CORP	\$553	No Email - Time of Sale	
STAYBRIDGE SUITES	\$544	No Email - Portal	
UNITED RENTALS	\$532	No Email - Time of Sale	

ELECTRO WATCHMAN INC	\$419	Consolidated Payments	
FISHER SCIENTIFIC	\$284	No Email - Time of Sale	
JOHNSTONE SUPPLY	\$255	Pricing/Fees	
CERTIFIED LABORATORIES	\$244	Consolidated Payments	
PRAXAIR DISTRIBUTION, INC.	\$195	No Email - Portal	
O'REILLY AUTO PARTS	\$134	No Email - Portal	No
MCMASTER-CARR	\$115	Consolidated Payments	
NADA USED CAR GUIDE	\$115	No Email - Portal	
MOORE MEDICAL LLC	\$106	Pricing/Fees	

Probable Large Ticket

City of Minot

Wells Fargo believes that the suppliers shown in this report currently have a high likelihood of qualifying for special interchange pricing.

VPP supplier match summary

	# of suppliers	Total spend	% of suppliers	% of spend
Legacy				
Low confidence matches	1	\$16,433	0%	0%
Totals	1	\$16,433	0%	0%

Probable large ticket summary

	# of suppliers	Total spend	% of suppliers	% of spend
Probable large ticket	16	\$19,505,491	1%	18%
Totals	16	\$19,505,491	1%	18%

VPP supplier match detail - Top 100

Customer supplier name	Match confidence	VPP type	Total spend	VPP merchant name
HOMETOWN MOVING & STORAGE	Low	Legacy	\$16,433	HOMETOWN MARKET OF

Probable large ticket detail - Top 100

Supplier name	Supplier ID	Total spend	Average txn.
SOURIS RIVER JOINT WATER RESOU		\$5,294,088	\$378,149
CDM SMITH		\$4,594,792	\$287,175
RICE LAKE CONTRACTING CORP		\$4,261,174	\$532,647
VEIT & COMPANY		\$2,354,239	\$470,848
ENERBASE		\$818,372	\$23,382
THEIN WELL		\$596,575	\$149,144
BUTLER MACHINERY CO.		\$460,257	\$17,047
REPUBLIC PARKING SYSTEM		\$452,007	\$34,770
JOHN BEAN TECHNOLOGIES		\$319,337	\$319,337
BISMARCK-MANDAN SECURITY, INC		\$98,750	\$7,596
ADAPCO, INC		\$91,896	\$45,948
STANDARD SIGNS INC.		\$75,862	\$25,287
ESRI, INC		\$30,300	\$15,150
AMANO MCGANN, INC		\$28,500	\$28,500
DLT SOLUTIONS INC.		\$16,342	\$16,342
BULLEX, INC		\$12,999	\$12,999

This report is for informational purposes only and represents Wells Fargo's assessment of suppliers likely to qualify for VISA special interchange pricing programs at the time it was prepared. Other suppliers of yours that do not appear on this report also may currently or subsequently qualify to receive special interchange pricing from VISA, and all card transactions subject to such special pricing with any supplier (whether or not appearing on this report) will be treated as large ticket transactions for purposes of calculation of revenue share.

Appendix

Average Ticket Segmentation

City of Minot

This report breaks out suppliers into six average ticket segment categories. As average ticket size increases, the likelihood of enrollment for card decreases.

Average ticket segmentation for all suppliers

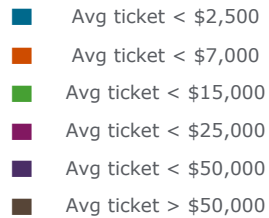
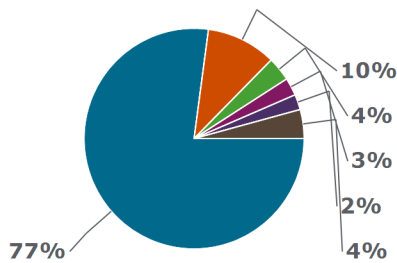
	# of suppliers	% of suppliers	# of payments	% of payments	Total spend	% of total spend
Avg ticket < \$2,500	923	75%	3,967	70%	\$2,612,934	2%
Avg ticket < \$7,000	132	11%	630	11%	\$2,615,717	2%
Avg ticket < \$15,000	52	4%	226	4%	\$2,289,256	2%
Avg ticket < \$25,000	35	3%	336	6%	\$6,628,087	6%
Avg ticket < \$50,000	28	2%	154	3%	\$5,215,897	5%
Avg ticket > \$50,000	59	5%	351	6%	\$89,648,642	82%
Totals	1,229	100%	5,664	100%	\$109,010,533	100%

Average ticket segmentation for acceptors

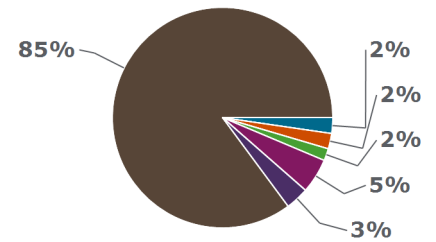
	# of suppliers	% of suppliers	# of payments	% of payments	Total spend	% of total spend
Avg ticket < \$2,500	653	77%	3,093	72%	\$2,045,412	2%
Avg ticket < \$7,000	87	10%	483	11%	\$2,006,595	2%
Avg ticket < \$15,000	30	4%	148	3%	\$1,575,863	2%
Avg ticket < \$25,000	22	3%	223	5%	\$4,532,295	5%
Avg ticket < \$50,000	19	2%	95	2%	\$3,024,725	3%
Avg ticket > \$50,000	36	4%	251	6%	\$75,560,532	85%
Totals	847	100%	4,293	100%	\$88,745,422	100%

% of Accepting suppliers and spend

Suppliers



Spend



Acceptor Type Segmentation

City of Minot

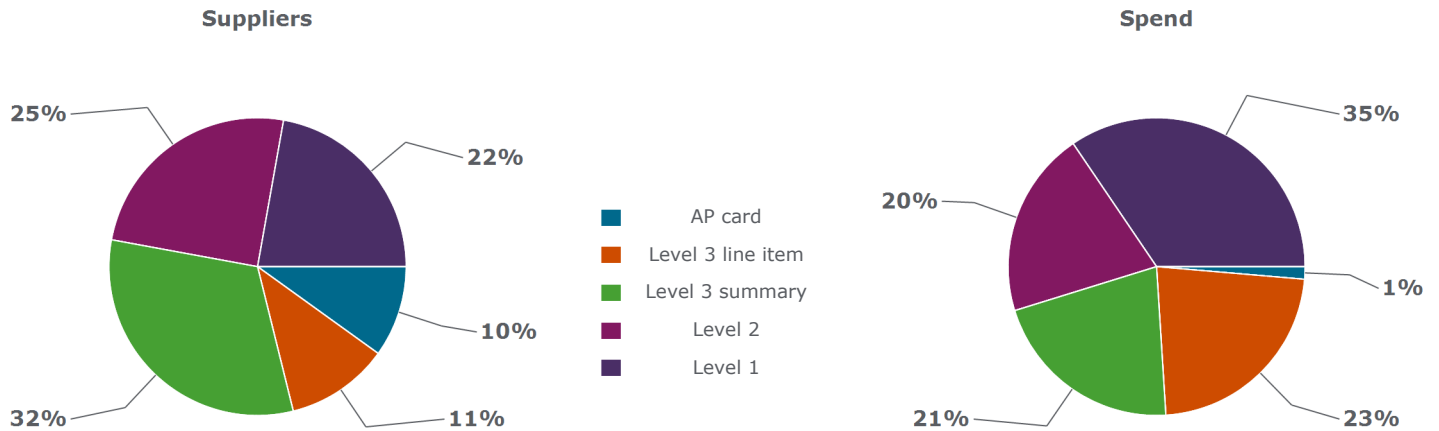
This report represents a breakdown of suppliers based on five distinct card acceptance definitions that indicate their processing sophistication.

Summary total

Total number of acceptors	847	\$88,745,423	
Total spend with acceptors	\$88,745,423		\$20,265,111
Total spend with non-acceptors	\$20,265,111	Acceptors	Non-Acceptors

	# of suppliers	% of suppliers	# of payments	% of payments	Total spend	% of total spend
AP card	84	10%	623	15%	\$1,200,190	1%
Level 3 line item	95	11%	639	15%	\$20,101,593	23%
Level 3 summary	269	32%	1,297	30%	\$18,833,898	21%
Level 2	211	25%	994	23%	\$17,989,305	20%
Level 1	188	22%	740	17%	\$30,620,437	35%
Totals	847	100%	4,293	100%	\$88,745,423	100%

% of Accepting suppliers and spend



Card acceptance definitions

- **Wells Fargo AP card (APC)** – Supplier accepts payments through the Wells Fargo AP card solution.
- **Level 3 (L3) line item** – Supplier provides level 3 line item data in addition to detail on descriptions, quantities, and order numbers from participating merchants.
- **Level 3 (L3) summary item** – Supplier provides level 3 summary item data in addition to detail on descriptions, quantities, and order numbers from participating merchants.
- **Level 2 (L2)** – Supplier provides level 1 data and supplemental transaction data, including custom fields.
- **Level 1 (L1)** – Supplier processes commercial card transactions and provides receipt data.
- **Non-acceptor (NA)** – Supplier does not currently accept commercial cards.

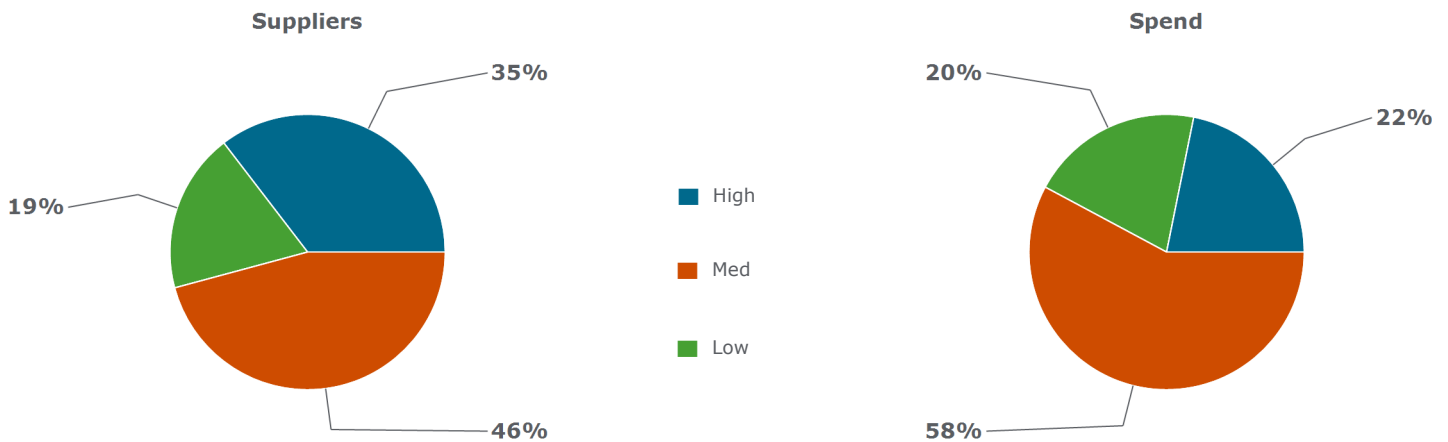
Industry Probability Segmentation

City of Minot

This report provides a breakdown of your accepting suppliers into three segments based on their industry's historical AP card acceptance rate.

	# of suppliers	% of suppliers	# of payments	% of payments	Total spend	% of total spend
High probability	300	35%	1,505	35%	\$19,374,769	22%
Medium probability	388	46%	2,101	49%	\$51,312,900	58%
Low probability	159	19%	687	16%	\$18,057,757	20%
Totals	847	100%	4,293	100%	\$88,745,426	100%

% of suppliers and spend



Initial ACH Targeted Suppliers Detail

City of Minot

In order of acceptance type, this report lists suppliers that we recommend be pursued for ACH payments.

	Pursued			Expected		
	Suppliers	Transactions	Spend	Suppliers	Transactions	Spend
Initial ACH	390	1,462	\$20,389,192	178	666	\$10,900,983
Card declined ACH	614	3,004	\$81,814,317	312	1,526	\$29,290,117

Initial ACH targeted suppliers detail - Top 100

Supplier name	# of payments	Total spend	Average txn.
GRAHAM CONSTRUCTION SERVICES,	1	\$2,863,810	\$2,863,810
BLUE CROSS BLUE SHIELD	13	\$1,788,381	\$137,568
JOHN T. JONES CONSTRUCTION CO	5	\$1,630,638	\$326,128
STATE WATER COMMISSION	22	\$1,509,407	\$68,609
MATTSON CONSTRUCTION	6	\$1,075,987	\$179,331
MWH AMERICAS, C/O HMJV A JOINT	12	\$1,035,582	\$86,298
ACKERMAN ESTVOLD	22	\$1,009,493	\$45,886
ROLAC CONTRACTING	7	\$738,645	\$105,521
FUSION AUTOMATION INC	9	\$670,998	\$74,555
TOM'S BACKHOE SERVICE	2	\$490,996	\$245,498
FIRST WESTERN INSURANCE	16	\$460,294	\$28,768
S.J. LOUIS CONSTRUCTION	1	\$417,912	\$417,912
ND DEPT OF TRANSPORTATION	20	\$373,925	\$18,696
WESSLEN CONSTRUCTION INC	6	\$367,128	\$61,188
MADC	22	\$365,446	\$16,611
FIRST DISTRICT HEALTH UNIT	15	\$343,387	\$22,892
UNUM LIFE INSURANCE	19	\$308,311	\$16,227
CATERPILLAR FINANCIAL SERVICES	2	\$266,354	\$133,177
WORKFORCE SAFETY & INSURANCE	8	\$266,333	\$33,292
WARD COUNTY AUDITOR	15	\$259,754	\$17,317
RD LAND DEVELOPMENT, LLC	12	\$230,230	\$19,186
MEYER CONTRACTING, INC	1	\$206,012	\$206,012
MINOT ELECTRIC	18	\$199,394	\$11,077
MINOT FIRE RELIEF ASSN.	1	\$173,286	\$173,286
LAVERN MIKKELSON AND KANDI	2	\$170,343	\$85,172
KEY CONTRACTING INC	3	\$134,005	\$44,668
BLUESTONE CONSTRUCTION, INC	2	\$132,694	\$66,347
MINOT PAVING	5	\$128,545	\$25,709
NDDES	2	\$123,852	\$61,926
UNITED COMMUNITY BANK OF ND	1	\$100,000	\$100,000
SRF CONSULTING GROUP	4	\$95,046	\$23,762
TODD FERM CONSTRUCTION LLC	15	\$86,056	\$5,737
LANDMARK STRUCTURES	1	\$85,950	\$85,950

Supplier name	# of payments	Total spend	Average txn.
SUNGARD PUBLIC SECTOR	12	\$84,303	\$7,025
PUBLIC FINANCIAL MGMT	2	\$83,276	\$41,638
ETHANOL PRODUCTS	21	\$81,777	\$3,894
PKG CONTRACTING, INC.	1	\$67,503	\$67,503
GEOLOGIC COMPUTER SYSTEMS	1	\$62,378	\$62,378
DEERE CREDIT, INC	1	\$58,449	\$58,449
SWANSON & WARCUP, LTD	12	\$56,491	\$4,708
KLIMPEL EXCAVATING, INC.	6	\$54,285	\$9,048
TRILLION AVIATION	12	\$53,494	\$4,458
ORANGE SAVINGS BANK	1	\$51,807	\$51,807
ND INSURANCE DEPT	6	\$46,521	\$7,754
ND STATE FAIR	2	\$44,874	\$22,437
OLSON'S TOWING	21	\$43,215	\$2,058
SOURIS BASIN TRANSPORTATION	1	\$42,000	\$42,000
CMT CONCRETE & CONSTRUCTION	8	\$41,367	\$5,171
AMERITAS LIFE INSURANCE CORP	13	\$39,360	\$3,028
V3 STUDIO ARCHITECTURE	1	\$37,711	\$37,711
COOVER-CLARK & ASSOCIATES, INC	4	\$37,235	\$9,309
VERIZON WIRELESS	30	\$36,180	\$1,206
LEVEL UP BUILDER'S CONSTRUCTIO	4	\$34,098	\$8,524
JOB SERVICES OF NORTH DAKOTA	4	\$31,045	\$7,761
3D SPECIALTIES INC.	20	\$29,885	\$1,494
STEEN CONSTRUCTION CO.	1	\$29,516	\$29,516
MINOT CHAMBER OF COMMERCE	16	\$28,735	\$1,796
WARD COUNTY TREASURER	2	\$28,579	\$14,290
COLONIAL LIFE	12	\$28,318	\$2,360
HUBER SPRINKLER SERVICE	10	\$26,526	\$2,653
MVTL LABORATORIES	18	\$25,337	\$1,408
KIMBLE OSTEROOS	1	\$25,000	\$25,000
MORELLI'S DISTRIBUTING INC.	20	\$24,870	\$1,244
BC3 MOBILE HOMES	3	\$23,800	\$7,933
DPC INDUSTRIES, INC.	6	\$22,990	\$3,832
JLG ARCHITECTS	3	\$21,126	\$7,042
VANGUARD APPRAISALS	3	\$20,794	\$6,931
AVESIS	11	\$20,612	\$1,874
ASSINIBOINE RIVER BASIN INITIA	1	\$20,000	\$20,000
CIVICPLUS	1	\$19,978	\$19,978
ROUTEMATCH SOFTWARE	2	\$19,847	\$9,924
CIP CONSTRUCTION TECHNOLOGIES,	1	\$19,715	\$19,715
MOODY'S INVESTORS SERVICE	1	\$19,000	\$19,000
CRAFT BUILDERS, INC	2	\$18,768	\$9,384
MINOT EMPLOYEE DONATIONS	12	\$17,746	\$1,479
XEROX CORPORATION	19	\$17,342	\$913
NET TRANSCRIPTS	20	\$16,230	\$811
ND DEPT OF HEALTH	7	\$16,213	\$2,316
NEWMAN TRAFFIC SIGNS	5	\$16,029	\$3,206

Supplier name	# of payments	Total spend	Average txn.
ND STATE TREASURER	1	\$16,000	\$16,000
CENTRAL TRENCHING INC	2	\$15,940	\$7,970
GPC PROPERTIES	2	\$15,092	\$7,546
SOURIS BASIN PLANNING COUNCIL	6	\$14,876	\$2,479
MEI TECHNOLOGIES	3	\$14,418	\$4,806
BARRY'S EXCAVATING CONSTRUCTIO	1	\$13,530	\$13,530
BREMER	12	\$13,390	\$1,116
GALLAGHER BENEFIT SERVICES, IN	1	\$13,200	\$13,200
U.S. FOODSERVICE	14	\$13,004	\$929
BASE UTILITIES, INC	1	\$12,600	\$12,600
THOMAS NAGEL/NDFOP STATE LODGE	11	\$12,191	\$1,108
UNUM DENTAL	1	\$12,040	\$12,040
VANTAGEPOINT TRANSFER -- 10###	9	\$11,655	\$1,295
PRAIRIE ENGINEERING, P.C.	4	\$10,650	\$2,663
PREFERRED CONTROLS CORP	8	\$10,359	\$1,295
MUNICODE	5	\$10,132	\$2,026
PROVIDENT LIFE & ACC INS CO	13	\$10,042	\$772
LEXIPOL LLC	1	\$8,950	\$8,950
JOHN DEERE FINANCIAL	22	\$8,546	\$388
WINNELSON	14	\$8,442	\$603
FOSS CONSTRUCTION	1	\$8,350	\$8,350

Please wait...

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TO: Mayor Shaun Sipma
Members of the City Council

FROM: David Lakefield, Finance Director

DATE: June 27, 2018

SUBJECT: Flood House Acquisition

I. RECOMMENDED ACTION

1. Approve purchase of 416 NW 2nd Ave

II. DEPARTMENT CONTACT PERSONS

David Lakefield, Finance Director 701-857-4784

III. DESCRIPTION

A. Background

The house at 416 NW 2nd Ave was flooded and later demolished by the city. The cost of the demolition and nuisance abatement costs were special assessed to the property. The property was offered for sale on the County's Tax Foreclosure Sale on November 21, 2017 and no bids were received. The property abuts the proposed flood control project.

B. Proposed Project

Submit an updated offer for consideration by the Ward County Commission.

C. Consultant Selection

N/A

IV. IMPACT:

A. Strategic Impact:

The lot would be available for staging for the flood control project.

B. Service/Delivery Impact:

If acquired, the city would be responsible for upkeep of the lot. If the lot is not acquired, most likely the city would still be responsible for upkeep.

C. Fiscal Impact:

The purchase price would come from the Sales Tax Flood Control or Sales Tax Major Projects budget.

V. ALTERNATIVES

Status Quo.

VI. TIME CONSTRAINTS

None

VII. LIST OF ATTACHMENTS

1. List of Tax Sale Properties
2. Map of subject property
3. County tax history
4. Counteroffer



Devra Smestad
Ward County Auditor
315 3rd St SE
Minot, ND 58701

Greetings Devra,

I would like to submit an offer to purchase for one of the parcels that went unsold at the last tax foreclosure sale. The property is located at 416 2nd Ave NW, Parcel # MI233470000050.

The City would offer a purchase price of \$150.00.

Thank you for your consideration.

Sincerely,

David Lakefield
Finance Director

TAX FORECLOSURES
(Chapter 57-28 of the North Dakota Century Code)

NOTICE IS HEREBY GIVEN that the following real estate has been forfeited to the County of Ward, State of North Dakota, for delinquent taxes; that the said County has taken deed to such property and offered it for sale at public auction on November 21, 2017, at ten o'clock A.M.

Each parcel of real estate is available for purchase for a sum not less than the minimum sale price. Payment may be made as follows:

1. All sales of \$2,000 or less shall be for cash in full.
2. Any sale over \$2,000 may be for cash in full, certified funds, or credit card*.

All successful private bidders of properties offered for sale by the County shall be required as a condition of the sale to sign a statement expressing their understanding that the purchase price of any tax deed property bears no relationship to either fair market value or taxable value of the property. The County is not responsible for divulging whether or not liens exist on the properties offered for sale; this is the express responsibility of the bidder.

	Parcel Number	2017 Ward County Tax Properties	Address	Minimum Sale Price
		ELMDALE TOWNSHIP		
559	EL180010300170	NIOBE LOTS 16 & 17 B 3 ELMDALE-S28	*UNASSIGNED	500.00
		KENMARE CITY		
88	KM000011000121	ORIG KENMARE LS E65' LOTS 11 & 12 BLOCK 10 KENMARE CITY	223 NW 3RD ST	10,000.00
108	KM200053000060	NIEDERRITERS PLAT LOTS 1-6 BLOCK 30 KENMARE CITY	*UNASSIGNED	2,500.00
109	KM200053000080	NIEDERRITERS PLAT LOTS 7 & 8 BLOCK 30 KENMARE CITY	*UNASSIGNED	1,500.00
110	KM200053000100	NIEDERRITERS PLAT LOTS 9 & 10 BLOCK 30 KENMARE CITY	*UNASSIGNED	1,000.00
111	KM200060100020	TOLLEYS PLAT LOTS 2 & 3 BLOCK 1 KENMARE CITY-S28	518 SE 3RD AVE	19,500.00
563	KM200062300070	TOLLEYS PLAT LOT 7 & N2 L8 B23 KENMARE CITY S-28	115 SE 2ND AVE	3,000.00
123	KM200062600040	TOLLEYS PLAT LOT 4 BLK 26 KENMARE CITY	*UNASSIGNED	500.00
		MINOT CITY		
139	MI01D970040250	STONY RIDGE CONDO UNIT 25 BLOCK 9 BLDG 4	9 SW 43RD AVE	12,500.00
140	MI01D970040260	STONY RIDGE CONDO UNIT 26 BLOCK 9 BLDG 4	9 SW 43RD AVE	12,500.00
141	MI01D970040270	STONY RIDGE CONDO UNIT 27 BLOCK 9 BLDG 4	9 SW 43RD AVE	12,500.00
142	MI01D970040280	STONY RIDGE CONDO UNIT 28 BLOCK 9 BLDG 4	9 SW 43RD AVE	12,500.00
143	MI01D970040290	STONY RIDGE CONDO UNIT 29 BLOCK 9 BLDG 4	9 SW 43RD AVE	15,000.00
144	MI01D970040300	STONY RIDGE CONDO UNIT 30 BLOCK 9 BLDG 4	9 SW 43RD AVE	15,000.00
145	MI01D970040310	STONY RIDGE CONDO UNIT 31 BLOCK 9 BLDG 4	9 SW 43RD AVE	15,000.00
146	MI01D970040320	STONY RIDGE CONDO UNIT 32 BLOCK 9 BLDG 4	9 SW 43RD AVE	15,000.00
147	MI01D970050330	STONY RIDGE CONDO UNIT 33 BLOCK 5 BLDG 5	5 SW 43RD AVE	12,500.00
148	MI01D970050340	STONY RIDGE CONDO UNIT 34 BLOCK 5 BLDG 5	5 SW 43RD AVE	12,500.00
149	MI01D970050350	STONY RIDGE CONDO UNIT 35 BLOCK 5 BLDG 5	5 SW 43RD AVE	12,500.00
150	MI01D970050360	STONY RIDGE CONDO UNIT 36 BLOCK 5 BLDG 5	5 SW 43RD AVE	12,500.00
151	MI01D970050370	STONY RIDGE CONDO UNIT 37 BLOCK 5 BLDG 5	5 SW 43RD AVE	15,000.00
152	MI01D970050380	STONY RIDGE CONDO UNIT 38 BLOCK 5 BLDG 5	5 SW 43RD AVE	15,000.00
153	MI01D970050390	STONY RIDGE CONDO UNIT 39 BLOCK 5 BLDG 5	5 SW 43RD AVE	15,000.00
154	MI01D970050400	STONY RIDGE CONDO UNIT 40 BLOCK 5 BLDG 5	5 SW 43RD AVE	15,000.00
202	MI131920900070	LAKEVIEW ADDITION LOT 7 BLOCK 9	910 NW 1ST ST	35,500.00
243	MI192130001440	LENOX PARK ADDITION LOT 144	1314 SE 5TH AVE	69,000.00
259	MI230213500150	BROOKLYN ADDITION LOT 15 BLOCK 35	411 SW 7TH ST	4,000.00
260	MI230213500160	BROOKLYN ADDITION LOT 16 BLOCK 35	*UNASSIGNED	4,000.00
277	MI233470000050	FRSBG R/A LOTS 8-10 BLOCK 2 RVSD & LOT 7 BLOCK 3 LEE & JAC ADD L5	416 NW 2ND AVE	19,819.18
285	MI241450000210	HECKERS FIRST ADDN LOT 21	803 VALLEY ST	56,500.00
		RICE LAKE TOWNSHIP		
404	RL030090000070	NORTH SHORE ADDN LOT 7 RICE LAKE-S70	*UNASSIGNED	8,923.51
		PRIOR YEARS		
	Parcel Number	2016 Ward County Tax Properties	Address	Minimum
		BURLINGTON TOWNSHIP		

15	BT01005U040000	POR OF SENW IN LOOP OF RIVER; S1-155-84	*UNASSIGNED	200.00
		HARRISON TOWNSHIP		
64	HA27005U040000	POR NE SW ADJ TO L16 COMMERCIAL WEST S27-155-83	*UNASSIGNED	100.66
		KENMARE CITY		
75	KM000011500040	ORIG KENMARE LOT 4 BLOCK 15	509 N CENTRAL AVE	3,760.55
97	KM200062300040	TOLLEYS PLAT LOT 4 BLOCK 23	*UNASSIGNED	666.88
98	KM200062600060	TOLLEYS PLAT LOT 6 BLOCK 26	*UNASSIGNED	1,121.51
	Parcel Number	2015 Ward County Tax Properties	Address	Minimum
		MINOT CITY		
165	MI240720400012	EASTWOOD PARK ADDN EAST 44.66' LOT 1 BLOCK 4	710 1ST AVE SE	3,126.49
240	MI241430100090	HARMONS FIRST ADDN LOT 9 BLOCK 1	*UNASSIGNED	1,250.00
		RICE LAKE TOWNSHIP		
224	RL030090000060	NORTH SHORE ADDN LOT 6 RICE LAKE	461 N RICE LAKE RD	12,291.24
		SUNDRE TOWNSHIP		
385	SR240070000010	WALDREFS ADDN LOGAN OLT A	9400 SE 79TH AVE	15,250.00

* A 2.65% convenience fee is imposed by service company based on amount charged on credit card.

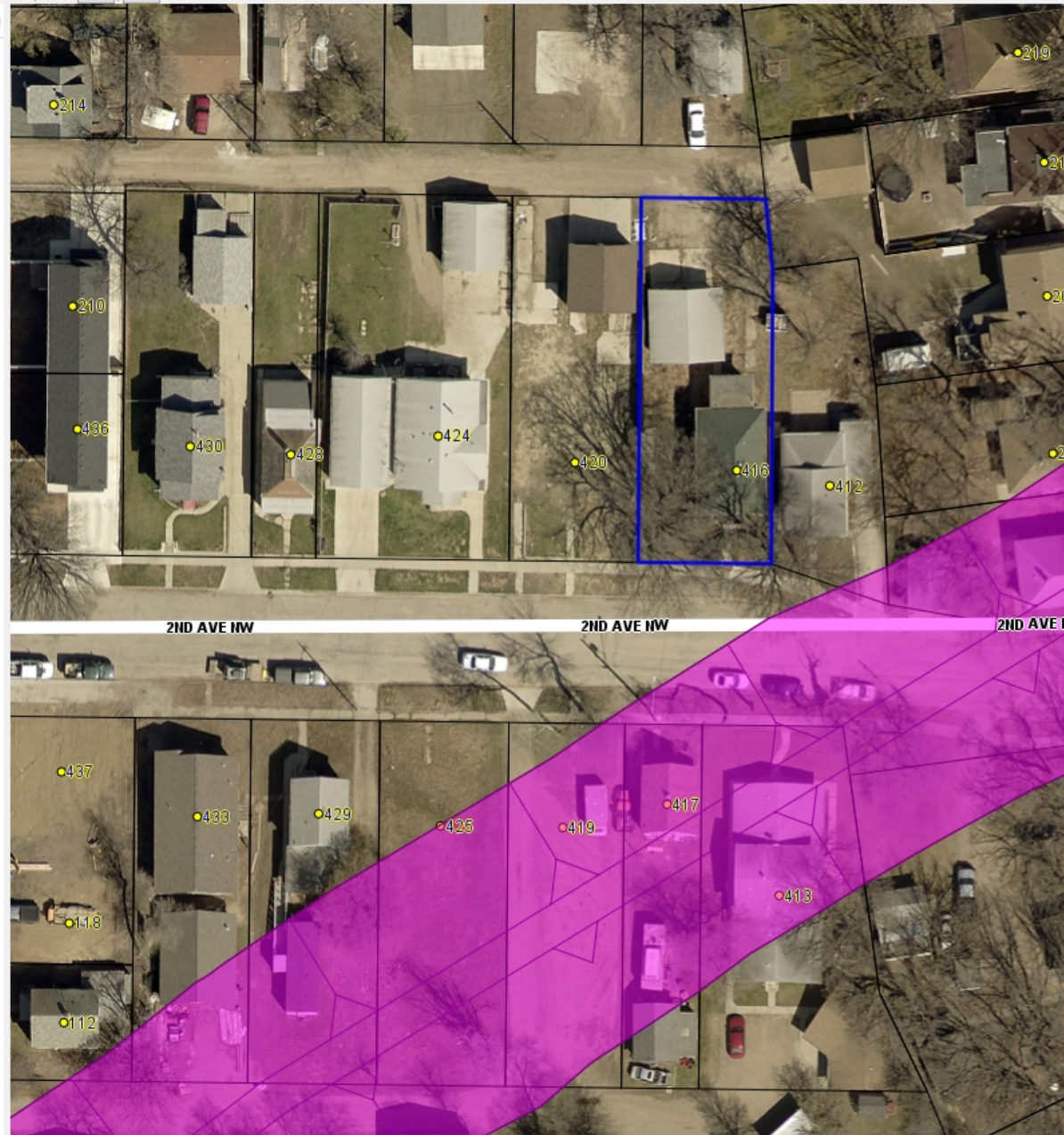
**MINIMUM of \$20.00 Deed Recording Fee will be assessed on all purchases.

*** MINIMUM SALES PRICE AS OF 01/02/18 SUBJECT TO CHANGE


Search Features	
Feature Details	
Parcel Details (1)	
Parcel ID	MI23.347.000.0050
Address	416 2ND AVE NW
Owner	LARSON, MICKEY RAY LIFE ESTATE
Owner Address	PO BOX 875
Owner Address 2	
Owner City	MINOT
Owner State	ND
Owner Zip	58702-0875
Owner Country	USA
Legal	RIVERSIDE ADDITION FORSBERGS LEE & JACOBSONS LOT 5
Plat Scan	http://gis.minotnd.org/pdf/PLATS/Addition & Lee & Jacobsons Add
Plat Scan 2	-
Sqft	6900
Zoning	R3B
District	40th

Map

- Layers
- ☒ Address Points
 - ☒ AERIAL IMAGERY
 - ☒ BOUNDARIES
 - ☒ CONTOURS
 - ☐ PLANNING & ZONING
 - ☐ CEMETERY
 - ☐ CITY SERVICES
 - ☐ POLITICAL
 - ☐ CITY BUS ROUTES
 - ☒ PARKS & REC
 - ☐ POINTS OF INTEREST
 - ☐ CIP PROJECTS
 - ☒ STREETS
 - ☒ TRANSPORTATION
 - ☒ HYDROLOGY
 - ☐ UTILITIES
 - ☒ FLOOD CONTROL & RECOVERY
 - ☒ ANNEXATION HISTORY
 - ☐ PLAT MAP INFO
 - ☐ EMERGENCY INFO
 - ☐ SPECIAL ASSESSMENTS




Dan

Shopping Cart: 0 items [\$0.00] 

 **New Search**

 **Detail**

 **Payoff**

 **Help**

Parcel #: MI233470000050

Status: Delinquent

Type: RE

Owner: WARD COUNTY

History:

Tax Year	Statement#	Bill Date	Bill Amount	Date Paid	** Paid Amount	Notes
2017	24945	12/15/2017	\$340.75		\$0.00 \$0.00	
2016	26292	12/19/2016	\$16,993.68		\$0.00 \$0.00	
2015	6303	12/16/2015	\$458.80		\$0.00 \$0.00	
2014	63116	04/29/2017	\$50.00		\$0.00 \$0.00	
2014	8392	12/19/2014	\$531.86		\$0.00 \$0.00	
2013	6763	12/13/2013	\$427.34	1/20/2014 1/20/2014	\$213.68 \$192.28	

**** Paid Amount may include penalty, interest, & discounts**

Note: The accuracy of this data is not guaranteed.

Web data was last updated 03/16/2018 04:00 PM.



Auditor / Treasurer's Office

Devra Smestad
Auditor/Treasurer

Marisa Haman
Deputy

05/03/2018

David Lakefield
PO Box 5006
Minot, ND 58702

Dear David Lakefield:

I am sorry to inform you that your bid for the following property has not been accepted. The Board of County Commissioners rejected your bid on 05/01/18.

MI233470000050- 416 2nd Ave NW Minot, ND 58703

FORSBERGS R/A LOTS 8- 10 BLK 2 RIVERSIDE & L7 B3 LEE & JACOBSONS ADDN LOT 5

The Board of County Commissioners did state the following counter offer would be accepted:
\$1,251.95

The amount counter offered is the current taxes due, without the Minot City taxes, Minot City special assessment, penalties, or interest. Please contact us if you would like to accept this counter offer or have any questions

Sincerely,

Savannah Paukner
Account Technician
Ward County Auditor Treasurer

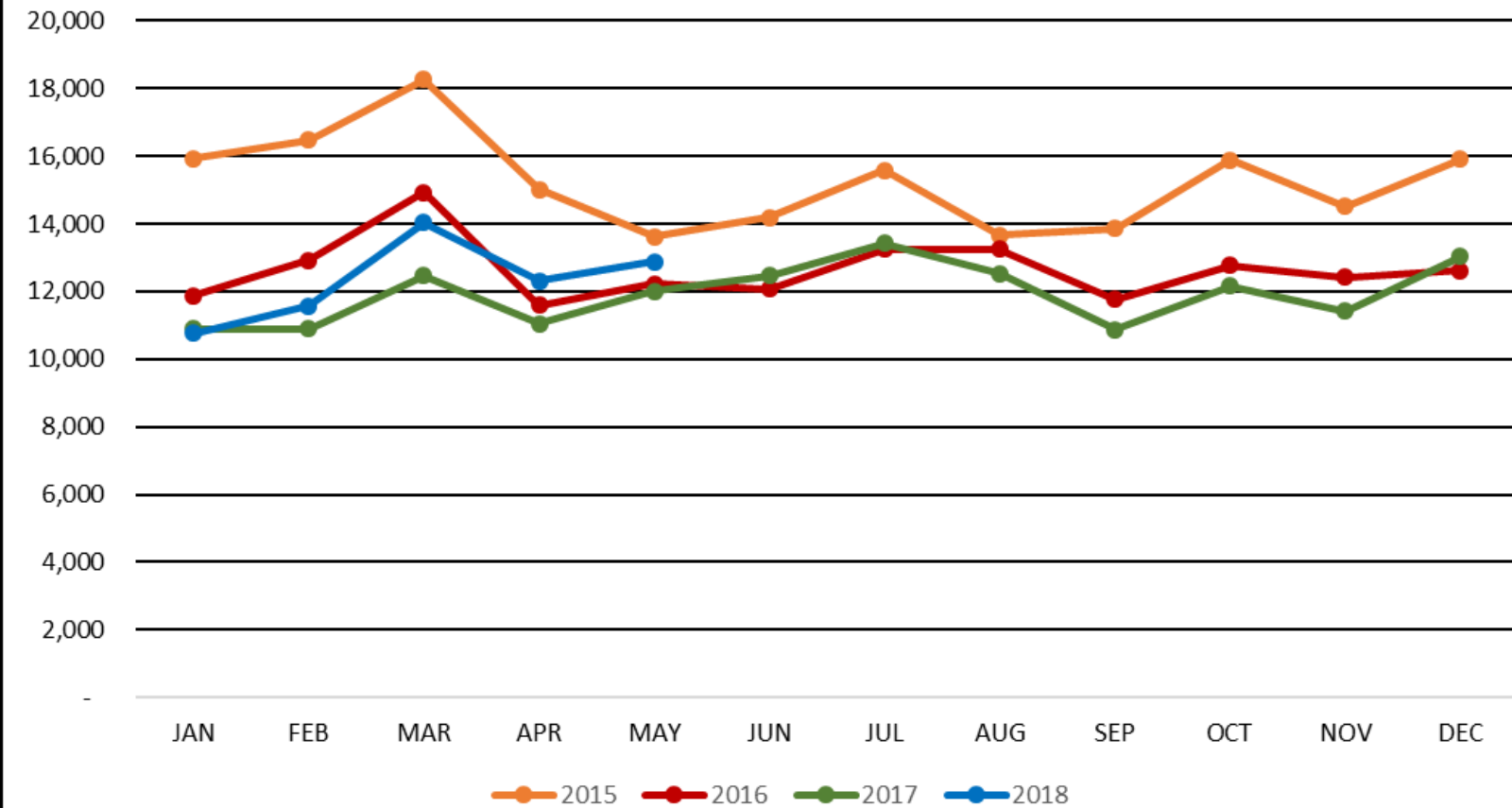
MINOT (MOT) COMMITTEE OF THE WHOLE

Airport Director's Report
27 June 2018



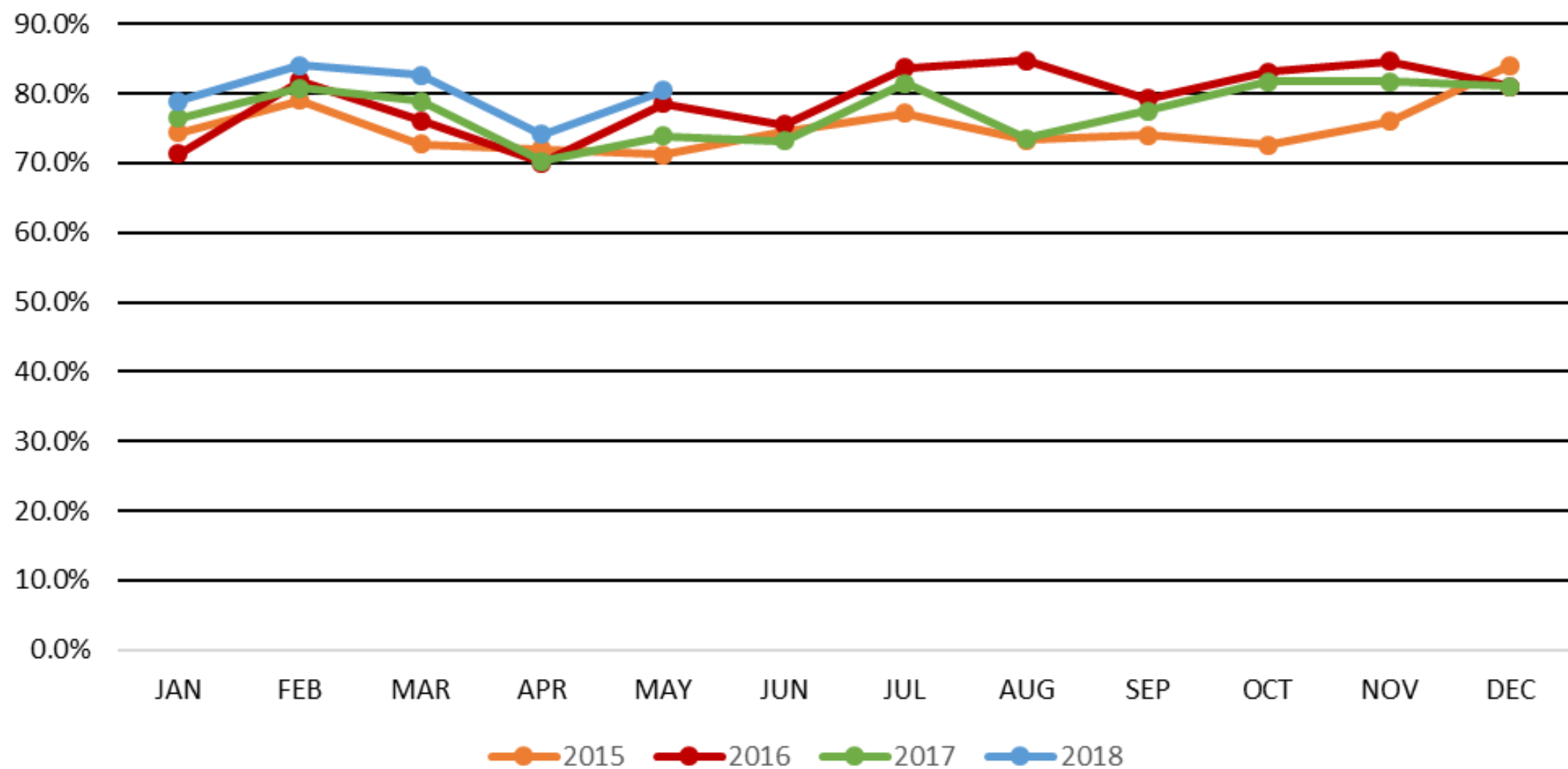
ENPLANEMENTS

Revenue Enplaned Passengers



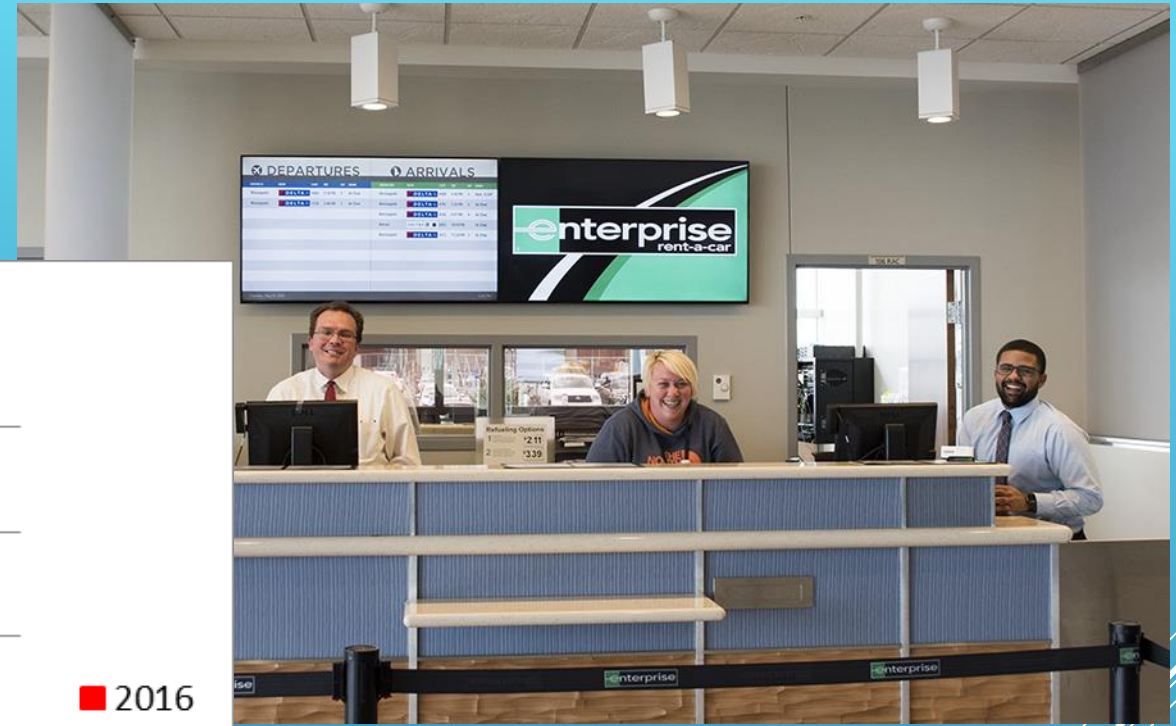
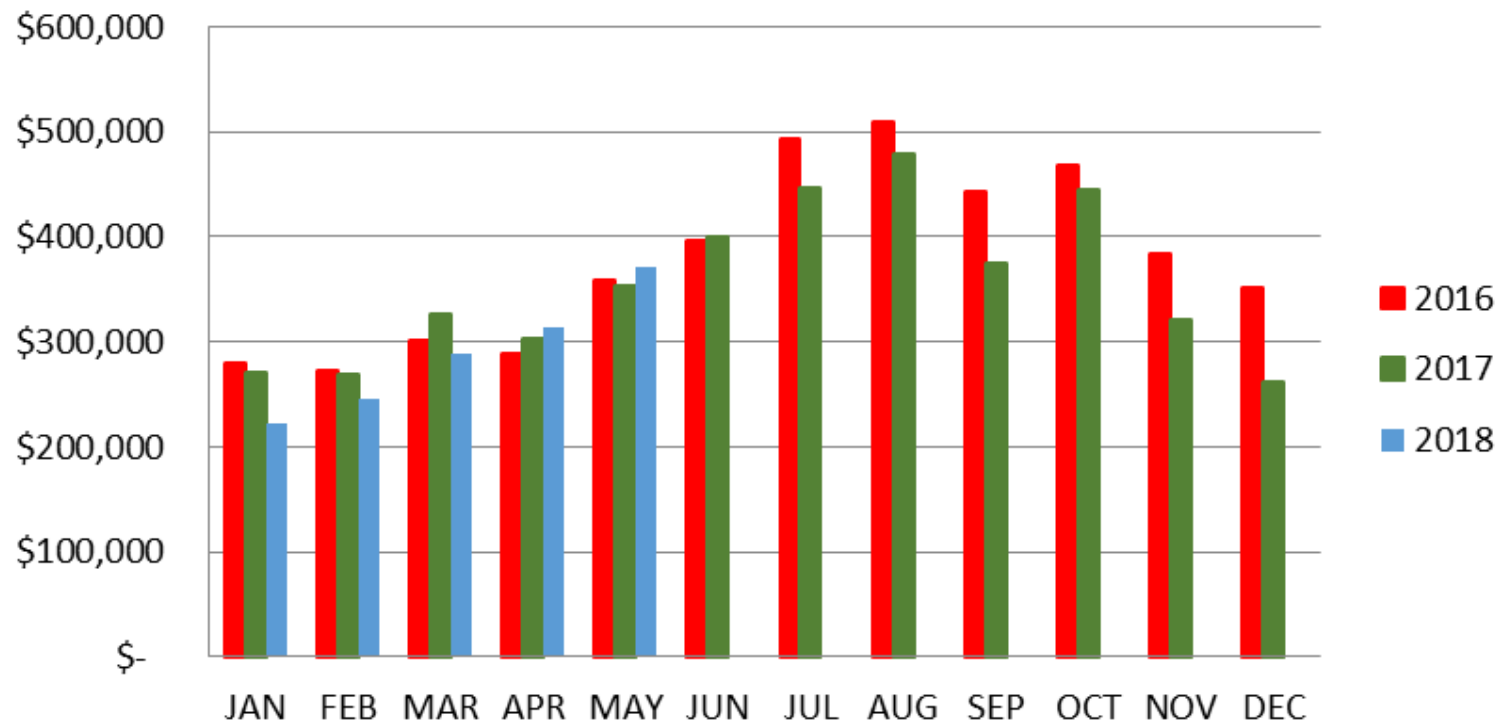
DEPARTURES					
DEPARTING TO	AIRLINE	FLT	TIME	GATE	REMARK
Minneapolis	DELTA	3889	11:01 AM	5	On Time
Houston	UNITED	2301	12:00 PM	3	On Time
Phoenix-Mesa	allegiant	181	1:00 PM	2	On Time
Denver	UNITED	5185	1:20 PM	3	On Time
Minneapolis	DELTA	4440	1:21 PM	5	On Time
Minneapolis	DELTA	4439	5:15 PM	5	On Time
Minneapolis	DELTA	3551	7:35 PM	5	On Time
Las Vegas	allegiant	447	7:50 PM	2	On Time

Monthly Load Factor (%)

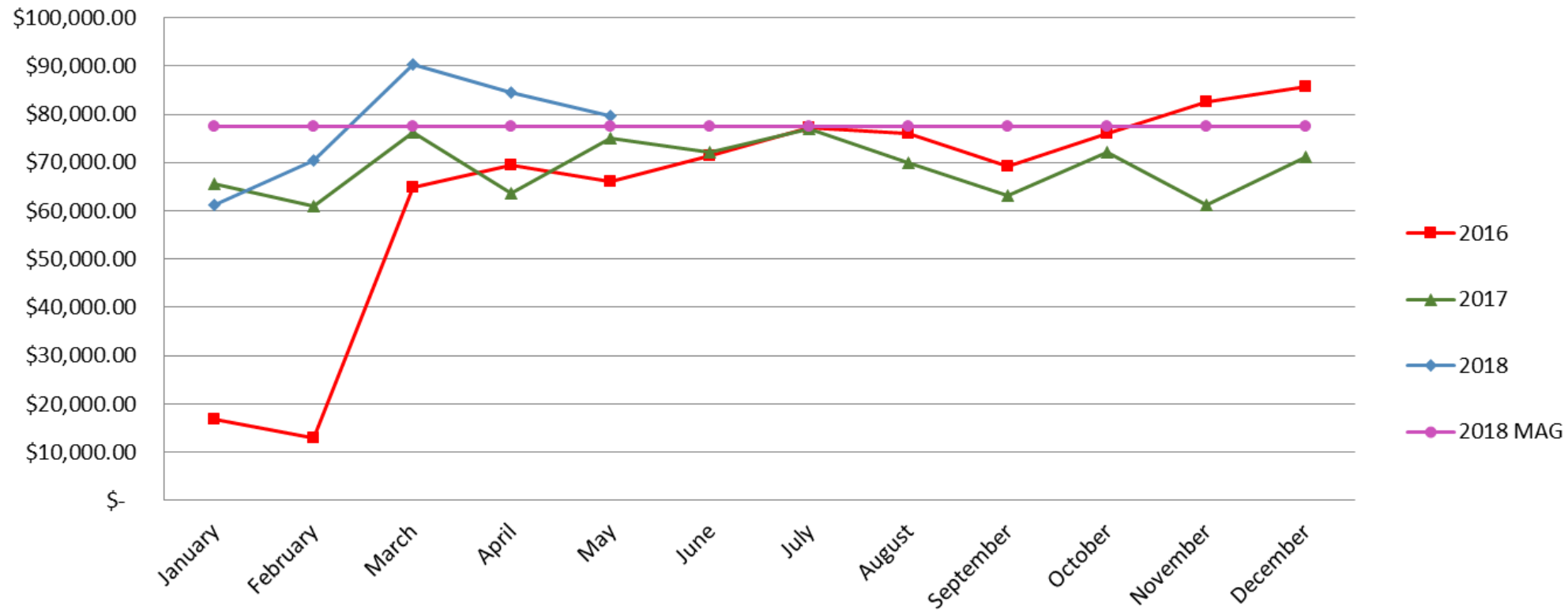


RENTAL CAR ACTIVITY

Car Rental



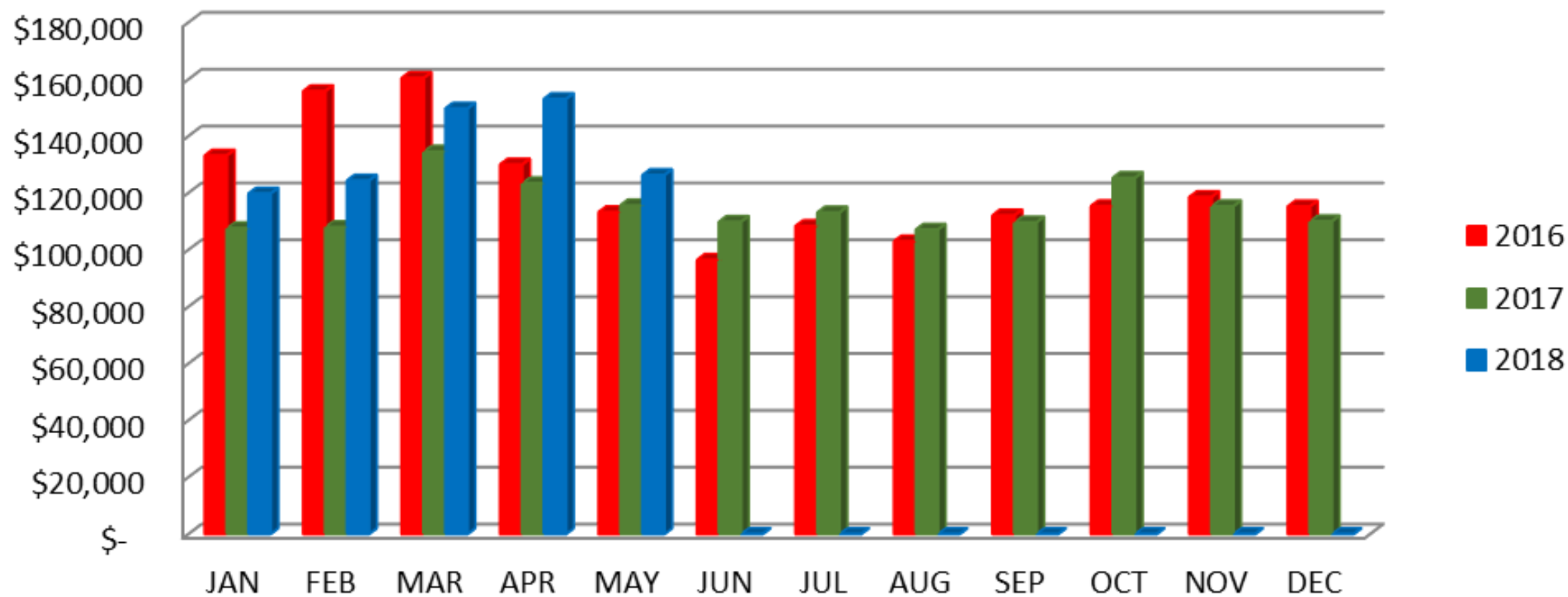
Gross Sales



CONCESSION ACTIVITY



Parking Revenue



QUESTIONS?





TO: Mayor Shaun Sipma
Members of the City Council

FROM: Alderman Wolsky

DATE: June 20, 2018

SUBJECT: INTERNATIONAL EXISTING BUILDING CODE

I. RECOMMENDED ACTION

1. Discussion of factors surrounding adoption of the [*International Existing Building Code*](#).

II. DEPARTMENT CONTACT PERSONS

Lance Meyer, City Engineer	857-4101
Mitch Flanagan, Building Official	857-4102

III. DESCRIPTION

A. Background

From the IEBC:

International Existing Building Code is a model code in the International Code family of codes intended to provide alternative approaches to repair, alteration and additions to existing buildings. A large number of existing buildings and structures do not comply with the current building code requirements for new construction. Although many of these buildings are potentially salvageable, rehabilitation is often cost-prohibitive because compliance with all the requirements for new construction could require extensive changes that go well beyond the value of the building or the original scope of the alteration. At the same time, it is necessary to regulate construction in existing buildings that undergo additions, alterations, extensive repairs or change of occupancy. Such activity represents an opportunity to ensure that new construction complies with the current building codes and that existing conditions are maintained, at a minimum, to their current level of compliance or are improved as required to meet basic safety levels. To accomplish this objective, and to make the alteration process easier, this code allows for options for controlled departure from full compliance with the International Codes dealing with new construction, while maintaining basic levels for fire prevention, structural and life safety features of the rehabilitated building.

IV. IMPACT:

A. Strategic Impact:

Given the substantial infrastructure and other investments in Minot's downtown corridor and historic nature and structural integrity of many of these buildings, the adoption of a code set that considers these factors is aligned with Council's goals of becoming more business friendly and encouraging redevelopment in Minot's downtown.

B. Service/Delivery Impact:

Staff comments are requested.

C. Fiscal Impact:

Staff comments are requested.

Project Costs

Staff comments are requested.

Project Funding

Staff comments are requested.

V. ALTERNATIVES

If the code is not adopted, nothing changes and alterations to existing and historic buildings would be subject to the same building codes as new construction.

VI. TIME CONSTRAINTS

VII. LIST OF ATTACHMENTS

A. [Online version of International Existing Building Code.](#)