

FARGO CITY COMMISSION AGENDA  
Monday, April 8, 2019 - 5:00 p.m.

City Commission meetings are broadcast live on TV Fargo Channel 56 and online at [www.FargoND.gov/streaming](http://www.FargoND.gov/streaming). They are rebroadcast Mondays at 5:00 p.m., Thursdays at 7:00 p.m. and Saturdays at 8:00 a.m. They are also included in the video archive at [www.FargoND.gov/citycommission](http://www.FargoND.gov/citycommission).

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, March 25, 2019).

**CONSENT AGENDA – APPROVE THE FOLLOWING:**

- 1. 1st reading of an Ordinance Repealing and Re-Enacting Articles 17-02, 17-04 and 17-05 and Enacting Articles 17-06 through 17-16 of Chapter 17 of the Fargo Municipal Code Relating to Sewers and Sewerage.
- 2. 2nd reading and final adoption of the following Ordinances; 1st reading on 3/25/19:
  - a. Rezoning Certain Parcels of Land Lying in Providence at Prairie Farms Addition.
  - b. Rezoning Certain Parcels of Land Lying in Airport First Addition.
- 3. Direct the City Attorney to prepare amendments to Section 1-0305(A)(1) of Article 1-03 of Chapter 1, Section 4-0106 of Article 4-01 of Chapter 4 and Section 11-0814 of Article 11-08 of Chapter 11 to the Fargo Municipal Code.
- 4. Direct the City Attorney to review and update Article 16-0105 – Water Services and Connections Construction and Maintenance.
- 5. Direct the City Attorney to review and update Article 22-0301 – Water Services - Quality – Rules Regarding.
- 6. Agreement for Property Demolition with Philip H. Grotenhuis and Martha A. Grotenhuis, Trustees of the Philip H. Grotenhuis Revocable Living Trust for property located at 703 10th Avenue North.
- 7. Applications for property tax exemptions for improvements made to buildings:
  - a. Craig J. Kilber and Michelle R. Lawler, 1520 38 1/2 Avenue South (3 year).
  - b. Jeremy and Billie J. Carlson, 2865 Lilac Lane North (3 year).
  - c. Neil T. and Jane Gillund, 1225 37th Avenue South (5 year).
  - d. Oscar Flores-Ibarra and Joanne R. Boylan, 1214 5th Street North (5 year).
  - e. Barbi L. Franzen, 1127 8th Street North (5 year).
  - f. Mark S. Manzey, 1001 South Drive South (5 year).
  - g. Gregory S. and Jodee Eckart, 2820 Southgate Drive South (5 year).
  - h. Erik Berg, 1110 3rd Avenue North, Unit 701W (5 year).
  - i. Terry W. and Amy N. Hamilton, 338 19th Street North (5 year).

## Applications for Games of Chance:


- a. Fargo Moorhead Derby Girls for a raffle on 6/1/19.
  - b. Farm Rescue for a raffle on 12/31/19.
  - c. Rho Chi Pharmacy Honor Society for a raffle on 4/11/19.
  - d. River Keepers for a raffle on 6/10/19.
9. Memorandum of Offer to Landowner with Swanson Health Products, Inc. for Permanent and Temporary Easements (Project No. FM-14-71).
  10. Amended Engineer's Report for Project No. UR-19-A1.
  11. Payment to Cass County Electric Cooperative in the amount of \$69,001.64 for work associated with utility relocation (Project No. FM-14-71).
  12. Bid awards for Project Nos. TM-19-B1 and TP-19-B1.
  13. Bid advertisement for Project Nos. FM-14-1 (Phase 3) and FM-14-7.
  14. Early redemption of the Refunding Improvement Refunding Bonds, Series 2010C totaling \$1,335,000.00.
  15. Refinancing and restructuring of terms on an existing US Bank, NA Loan, Series 2014A construction loan authorizing the Mayor and City Auditor to execute loan modification agreements.
  16. Bid award for Roof Replacement at Fire Station No. 4 (RFP19020).
  17. Contract with the ND Department of Human Services for the mobile outreach program.
  18. Agreement for Services with the ND Department of Health for Stepping On workshops.
  19. Bid award for the residential curbside brush chipping operations - 2019 (RFP19038).
  20. Three-year research project partnership and Tree Growth Regulator Agreement with Rainbow Tree Company to research the impact of a tree growth regulator on City-owned trees.
  21. Acceptance of the Sam's Club Community Grant Program award in the amount of \$1,000.00 to the Fargo Police Department.
  22. Change Orders for Project No. SW 16-03 Phase II:
    - a. No. 3 for an increase of \$1,734.00 for the mechanical contract.
    - b. No. 4 for an increase of \$378.00 for the mechanical contract.
    - c. No. 5 for an increase of \$3,617.00 for the mechanical contract.
    - d. No. 3 for an increase of \$4,480.76 for the electrical contract.
  23. Contracts and bonds for Project Nos. FE-19-G1, FE-19-G2, PR-19-A1 and PR-19-E1.
  24. Bills.
  25. Bid awards for Improvement District Nos. BN-19-B1, BN-19-E1, PN-18-B1 and PR-19-F1.

26. State Water Commission requests for Cost Reimbursement for FM Diversion Flood Project Costs:
  - a. Costs totaling \$229,746.00.
  - b. Costs totaling \$558,592.20.
27. Recommendation for an Automatic Aid Agreement with the West Fargo Fire Department.
28. Public Hearings – 5:15 pm:
  - a. Case, Peake and Hall Addition (1527 5th Avenue South); approval recommended by the Planning Commission on 3/5/19:
    1. Zoning Change from SR-3, Single-Dwelling Residential to MR-2, Multi-Dwelling Residential.
    2. 1st reading of rezoning Ordinance.
  - b. Eagle Valley Third Addition (7301 23rd Street South); approval recommended by the Planning Commission on 2/5/19:
    1. Zoning Change from MR-2, Multi Dwelling Residential to MR-2, Multi-Dwelling Residential and SR-4, Single-Dwelling Residential.
    2. 1st reading of rezoning Ordinance.
    3. Plat of Eagle Valley Third Addition.
29. Presentation on the 64th Avenue South Bridge and Street Construction Project (Project No. PN-19-A0).
30. Recommendation to direct the City Attorney and appropriate staff to draft a Development Agreement and Financing Plan for a parking garage on the Mercantile site (northeast corner of Broadway and 4th Avenue North).
31. Flood Update.

People with disabilities who plan to attend the meeting and need special accommodations should contact the Commission Office at 701.241.1310. Please contact us at least 48 hours before the meeting to give our staff adequate time to make arrangements.

Minutes are available on the City of Fargo website at [www.FargoND.gov/citycommission](http://www.FargoND.gov/citycommission).

2600

**TO: BOARD OF CITY COMMISSIONERS**  
**FROM: KENT COSTIN, DIRECTOR OF FINANCE**   
**RE: STATE WATER COMMISSION COST REIMBURSEMENT APPROVAL**  
**DATE: April 3, 2019**

The existing legislation in place for State Water Commission funding related to the Fargo-Moorhead Metropolitan Area Flood Risk Management Project requires that the Fargo City Commission, Cass County Commission, and the Cass Water Resource Board approve all payment reimbursement requests prior to their submission and ultimate payment.

The attached reimbursement request has been prepared by Finance staff and is ready for processing. Your approval of the request for funds is hereby requested as required.

As requested previously by the City Commission, the costs related to the Oxbow Hickson Bakke levee are being presented separately from the rest of the Metro Flood Diversion expenses. This request includes only the OHB levee related costs for February 2019.

**Suggested Motion:**

Approve a State Water Commission request for cost reimbursement for Fargo-Moorhead Metropolitan Area Flood Risk Management Project costs totaling \$229,746.00.

April 3, 2019

Garland Erbele, P.E.  
 North Dakota State Water Commission  
 900 East Boulevard Avenue, Dept 770  
 Bismarck, ND 58505-0850

Dear Garland,

The Metro Flood Diversion Authority is submitting eligible costs for reimbursement request #85 pursuant to the terms and conditions of House Bill 1020 for costs incurred on the OHB Levee project from February 1, 2019 to February 28, 2019. These costs are summarized in the attached cost summaries and are supported by detailed disbursement records included within this submission.

The total amount of the claim for reimbursement is \$229,746.00.

State Funds Available	Amount Spent Previous Request	Amount Spent This Period	State Cost Share	Reimbursement Request This Period	Balance of State Funds
\$244,000,000	\$189,046,032.50	\$229,746.00	100%	\$229,746.00	\$54,724,221.50

**Project Narrative, this request:**

Project Number	Project Description
V04401	Pay Application #10 for WP43CD – OHB Ring Levee Phases C and D

We certify that \$79,166,117 has been expended on the acquisition of homes and that these costs are eligible for the local matching share requirements of HB 1020. Records relating to these costs are on file with the City of Fargo in the Office of the City Auditor.

The City of Fargo, Cass County Commission, and the Cass County Joint Water Resource Board have approved our request for funds as required in HB 1020. Copies of their approval letters are included.

If you have any questions relating to our request, please contact me directly.

Sincerely,



Kent Costin  
 Director of Finance, City of Fargo  
 Metro Flood Diversion Authority

**Required Local Approvals:**

\_\_\_\_\_  
City of Fargo


\_\_\_\_\_  
Cass County Commission

\_\_\_\_\_  
Cass County Joint Water Resource Dist.

**FM Metropolitan Area Flood Risk Management Project  
 Summary of Cash Disbursements Eligible for SWC Funding  
 February 2019 - OHB Levee Related Costs**

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
790-0000-206.10-00	2/8/2019	294321	MEYER CONTRACTING INC	113,130.93	Pay Retainage PO 194201	V04401	OHB RING LEVEE PHASES C&D
			<b>Total Retainage</b>	<b>113,130.93</b>			
790-7952-429.73-52	2/8/2019	294321	MEYER CONTRACTING INC	116,615.07	OHB RING LEVEE	V04401	OHB RING LEVEE PHASES C&D
			<b>Total O/H/B Construction - Flood Control</b>	<b>116,615.07</b>			
			<b>Total Expense for Period</b>	<b>229,746.00</b>			

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**TO: BOARD OF CITY COMMISSIONERS**  
**FROM: KENT COSTIN, DIRECTOR OF FINANCE**   
**RE: STATE WATER COMMISSION COST REIMBURSEMENT APPROVAL**  
**DATE: April 3, 2019**

The existing legislation in place for State Water Commission funding related to the Fargo-Moorhead Metropolitan Area Flood Risk Management Project requires that the Fargo City Commission, Cass County Commission, and the Cass Water Resource Board approve all payment reimbursement requests prior to their submission and ultimate payment.

The attached reimbursement request has been prepared by Finance staff and is ready for processing. Your approval of the request for funds is hereby requested as required.

**Suggested Motion:**

Approve a State Water Commission request for cost reimbursement for Fargo-Moorhead Metropolitan Area Flood Risk Management Project costs totaling \$558,592.20.



April 3, 2019

Garland Erbele, P.E.  
 North Dakota State Water Commission  
 900 East Boulevard Avenue, Dept 770  
 Bismarck, ND 58505-0850

Dear Garland,

The Metro Flood Diversion Authority is submitting eligible costs for reimbursement request #84 pursuant to the terms and conditions of House Bill 1020 for costs incurred from February 1, 2019 to February 28, 2019 on the Fargo-Moorhead Metropolitan Area Flood Risk Management Project. These costs are summarized in the attached cost summaries and are supported by detailed disbursement records included within this submission.

The total amount of the claim for reimbursement is \$558,592.20.

State Funds Available	Amount Spent Previous Request	Amount Spent This Period	State Cost Share	Reimbursement Request This Period	Balance of State Funds
\$244,000,000	\$188,487,440.30	\$558,592.20	100%	\$558,592.20	\$54,953,967.50

**Project Narrative, this request:**


Project Number	Project Description
V02825	Pay Application #2 for WP42E – 2 <sup>nd</sup> St S and Main Ave Flood Mitigation

We certify that \$79,166,117 has been expended on the acquisition of homes and that these costs are eligible for the local matching share requirements of HB 1020. Records relating to these costs are on file with the City of Fargo in the Office of the City Auditor.

The City of Fargo, Cass County Commission, and the Cass County Joint Water Resource Board have approved our request for funds as required in HB 1020. Copies of their approval letters are included.

If you have any questions relating to our request, please contact me directly.

Sincerely,

  
 Kent Costin  
 Director of Finance, City of Fargo  
 Metro Flood Diversion Authority

**Required Local Approvals:**

\_\_\_\_\_  
City of Fargo

\_\_\_\_\_  
Cass County Commission

\_\_\_\_\_  
Cass County Joint Water Resource Dist.

**FM Metropolitan Area Flood Risk Management Project  
 Summary of Cash Disbursements Eligible for SWC Funding  
 February 2019**

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Description 1	Project Number	Project Description
790-0000-206.10-00	2/21/2019	294631	INDUSTRIAL BUILDERS INC	(62,065.80)	2 ST & MAIN AV FLOOD MITI	V02825	2ND ST S FLOOD MITIGATION
			<b>Total Retainage</b>	<b>(62,065.80)</b>			
790-7950-429.73-52	2/21/2019	294631	INDUSTRIAL BUILDERS INC	620,658.00	2 ST & MAIN AV FLOOD MITI	V02825	2ND ST S FLOOD MITIGATION
			<b>Total ND Construction - Flood Control</b>	<b>620,658.00</b>			
<b>Total Expense for Period</b>				<b>558,592.20</b>			

CITY OF  
**Fargo Fire Department**

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MEMORANDUM

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: FIRE CHIEF STEVE DIRKSEN**

**DATE: APRIL 4, 2019**

**SUBJECT: AUTOMATIC AID AGREEMENT BETWEEN FARGO AND WEST FARGO FIRE DEPARTMENTS**

The upcoming road construction season is upon us. Major projects on 52<sup>nd</sup> Ave. S in Fargo and Sheyenne St in West Fargo have the potential to delay emergency response in our communities. I have meet with West Fargo Fire Chief Dan Fuller to discuss how we could cooperate to ensure that our citizens receive the service they are accustom to receiving. We have worked with our respective City Attorneys to develop an Automatic Aid Agreement that if needed would send Fargo Fire Trucks into West Fargo and West Fargo Fire Trucks into Fargo.

This agreement would be in place until November 1, 2019. While efforts have been made to provide detour routes for emergency response, our analysis indicates that the citizens would receive a more rapid response if the other department would provide primary coverage during the construction season.

**RECOMMENDED MOTION:** Approve the Automatic Aid Agreement between Fargo and West Fargo Fire Departments until November 1, 2019

SD/LS  
Enclosure

Automatic  
Aid  
Agreement

April 4

2019

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This Automatic Aid Agreement allows the Fargo Fire Department and the West Fargo Fire Department to partner together to provide efficient and effective fire protection services to the Fargo-West Fargo community.

Fire Protection  
Services

## AUTOMATIC AID AGREEMENT

**THIS AUTOMATIC AID AGREEMENT** (this “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between the City of Fargo, a North Dakota municipal corporation (“Fargo”), and the City of West Fargo, a North Dakota municipal corporation (“West Fargo”) (collectively, the “parties”).

### RECITALS

**WHEREAS**, Fargo and West Fargo have fire departments that provide fire protection services in their respective jurisdictions; and

**WHEREAS**, due to the close proximity of Fargo and West Fargo, it is in the best interest of both parties to enter into this Agreement to partner together to provide for efficient and effective fire protection services to the Fargo-West Fargo community; and

**WHEREAS**, by providing mutual aid, the parties are better able to serve the residents of the Fargo-West Fargo community in a more time efficient and cost efficient manner; and

**WHEREAS**, the parties desire to memorialize the terms, rights, and responsibilities in writing under this Agreement.

**NOW THEREFORE**, in consideration of the mutual agreements contained herein and other good and valuable consideration, the parties agree as follows:

### AGREEMENT

1. **PURPOSE.** The purpose of this Agreement is to allow the Fargo fire department and West Fargo fire department to partner together to provide efficient and effective fire protection services to the Fargo-West Fargo community. In addition, this Agreement outlines the parties rights, responsibilities, and obligations for fire protection services.
2. **SCOPE OF SERVICES.** Calls for fire protection services within the Automatic Aid Area, described further below, will result in an automatic, simultaneous response from both Fargo and West Fargo fire departments. The Red River Regional Dispatch Center will be directed to simultaneously dispatch both Fargo and West Fargo fire departments. Emergency medical calls for service will receive a response from the closest unit identified by AVL. The services provided under this Agreement are in effect 24 hours a day, seven days a week, through October 31, 2019.
3. **CHANGES TO SCOPE OF SERVICES.** The parties may make changes to the services covered under this Agreement with the consent of the other party, which consent shall not be unreasonably withheld. Suggested changes are subject to the approval of the other party.

4. **EMERGENCY INCIDENTS.** This Agreement applies to all incidents requiring the response of a fire department including, but not limited to: emergency medical responses; structure fires in residential, commercial, industrial, recreational, and rural properties; requests for investigations related to reported hazardous materials incidents, smoke, or odor; motor vehicle crashes, with or without injuries; and any other incident where the first response is provided by a local fire department (“Emergency Incidents”).
5. **JURISDICTIONAL BOUNDARIES.** This Agreement applies to all Emergency Incidents reported to the Red River Regional Dispatch Center for addresses or occupancies within the Fargo and West Fargo corporate city limits, more specifically for addresses located within the boundaries defined by the following:
  - a. Fargo: south of 52<sup>nd</sup> Avenue South and west of Veterans Boulevard to the West Fargo and Horace corporate city limits.
  - b. West Fargo: south of 36<sup>th</sup> Avenue South to 40<sup>th</sup> Avenue South between Veterans Boulevard and 4<sup>th</sup> Street East and east of the Sheyenne River south of 40<sup>th</sup> Avenue and north of 52<sup>nd</sup> Avenue to the Fargo corporate city limits, otherwise known as McMahan Estates.

The above described areas shall be known as the “Automatic Aid Area.” The Automatic Aid Area is further illustrated in the JURISDICTIONAL BOUNDARY MAP attached as **Exhibit A.**

6. **REIMBURSEMENT.** Neither party to this Agreement is required to reimburse the other party for the cost of providing the services set forth in this Agreement. Each party will be solely responsible for its own costs in providing services under this Agreement.
7. **ENGINE COMPANY RESPONSE.** As part of this Agreement, Fargo and West Fargo fire departments will respond when available with a staffed engine company to reported or confirmed structure fires at locations within either department’s fire district. The dispatch of the auto-aid engine company will be made by the Red River Regional Dispatch Center.
8. **PERSONNEL AND EQUIPMENT.** The Fargo fire chief and the West Fargo fire chief will establish a response plan regarding the deployment of personnel and equipment in responding to Emergency Incidents under this Agreement. In virtually all cases, responses will be consistent with the established protocols. Any other required personnel and/or equipment will be determined by the incident commander in his or her sole discretion. If first arriving responders determine that they have control of the incident with their own available resources, they shall return the units still responding to the call.

9. **DAMAGE TO EQUIPMENT.** Each party is responsible for damage to its own equipment in providing services under this Agreement, unless caused by negligence or intentional act of the other party to this Agreement. If the other party to this Agreement, its officers, agents, or employees, negligently or intentionally causes damage to the other party's equipment, that party is responsible for repairing or replacing the damaged equipment.
10. **GENERAL WAIVER.** The parties waive all claims against the other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement, unless otherwise specified herein.
11. **WORKER'S COMPENSATION COVERAGE.** Both parties to this Agreement will be responsible for its own actions and those of its officers, agents, or employees. The parties will be responsible for complying with North Dakota workforce safety rules and for enrollment of its staff and employees with North Dakota Worker's Compensation.
12. **LIABILITY INSURANCE COVERAGE.** The parties agree to obtain public liability insurance coverage with coverage of at least two hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per occurrence combined single limit. The policy must be with an insurance company licensed to do business in the State of North Dakota (1) by being a qualified self-insured company, or (2) by being a member of a group self-insurance association. The parties agree that enrollment for coverage with the North Dakota Insurance Reserve Fund equal to, or greater than, the stated coverage limits is deemed to satisfy this requirement.

The parties are responsible for complying with the motor vehicle financial responsibility laws of the State of North Dakota. The parties agree to obtain automobile liability coverage with at least two hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per occurrence combined single limit. Coverage must be extended to owned, non-owned, and hired vehicles by a policy with an insurance company licensed to do business in the State of North Dakota, (1) by being a qualified self-insured company, or (2) by being a member of a group self-insurance association. The parties agree that enrollment for coverage with the North Dakota Insurance Reserve Fund equal to, or greater than, the stated coverage limits is deemed to satisfy this requirement.

13. **TERMINATION.** This Agreement may be terminated at any time upon thirty (30) days' written notice thereof to the other party. This Agreement automatically terminates on October 31, 2019.
14. **MERGER CLAUSE.** This Agreement and its exhibits constitute the entire agreement by and between the parties, and any other prior representations or agreements are deemed merged herein, and those not specified herein do not represent any agreements or promises or covenants or representations on the part of the parties hereto.



15. **INDEMNIFICATION AND RELEASE.**

- a. As permitted by applicable law, the parties will defend and hold harmless each other, each other's officers, employees, and agents from and against any and all claims by or on behalf of any person or persons for damages caused by the services provided under this Agreement, and for injury or property damage arising from services provided under this Agreement.
- b. Nothing herein will be deemed a waiver by the parties of the limitations on liability set forth in N.D.C.C. § 32-12.1-03, and both party's obligation to indemnify, hold harmless, and defend the other party will be limited by the limitations on liability set forth in N.D.C.C. § 32-12.1-03, less any amounts which that party is required to pay on its own account, or on account of that party's officer, agents, or employees.
- c. Under no circumstances will a party be required to pay on behalf of itself and the other party, any amounts in excess of the limits on liability established in N.D.C.C. § 32-12.1-03 applicable to any one (1) party. The limits of liability for the parties may not be added together to determine the maximum amount of liability for either party.

16. **MODIFICATION.** No amendment, modification, or waiver of any condition, provision, or term is valid or of any effect unless made in writing signed by the party or parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by either party of any default of the other party will not affect or impair any right arising from any subsequent default. Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the parties thereto under and pursuant to this Agreement.

17. **SEVERABILITY CLAUSE.** Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause, phrase, and word hereof is held by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity will not affect the validity of the remainder of this Agreement.

18. **REPRESENTATION.** Both parties represent and warrant to the other party that the authorized representative executing this Agreement has the authority to do so, knowing that the other party to this Agreement is acting in reliance upon such representation. The provisions of this section will survive the termination of this Agreement.

19. **RULES OF CONSTRUCTION.** The parties acknowledge that they have had the opportunity to review this Agreement, and that they have an equal bargaining position in this transaction. No rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this document will be operative against either party to this Agreement.

20. **SUCCESSORS.** This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective personal representatives, successors, and assigns.
21. **GOVERNING LAW.** This Agreement is controlled by the laws of the State of North Dakota, and any action brought as a result of any claim, demand, or cause of action arising under the terms of this Agreement will be brought in an appropriate venue in the State of North Dakota.
22. **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of them considered an original document, but all of which considered one and the same agreement and will be binding when one or more counterparts have been signed by both of the parties.
23. **EFFECTIVE DATE.** This Agreement becomes effective upon the date of the last signature appearing below.

**IN WITNESS WHEREOF,** the parties have set their hands as of the dates written below.

*[Signatures contained on the following pages.]*

**WEST FARGO:**  
City of West Fargo

Date: \_\_\_\_\_, 2019

\_\_\_\_\_  
Bernie L. Dardis, President of the  
Board of City Commissioners

***ATTEST:***

Date: \_\_\_\_\_, 2019

\_\_\_\_\_  
Tina Fisk, City Auditor

As to form of this Agreement:

Date: \_\_\_\_\_, 2019

\_\_\_\_\_  
Daniel M. Fuller, Fire Chief

***[Signatures continue on the following page.]***

**FARGO:**  
City of Fargo

Date: \_\_\_\_\_, 2019

\_\_\_\_\_  
Timothy Mahoney, M.D., Mayor

**ATTEST:**

Date: \_\_\_\_\_, 2019

\_\_\_\_\_  
Steven Sprague, City Auditor

As to form of this Agreement:

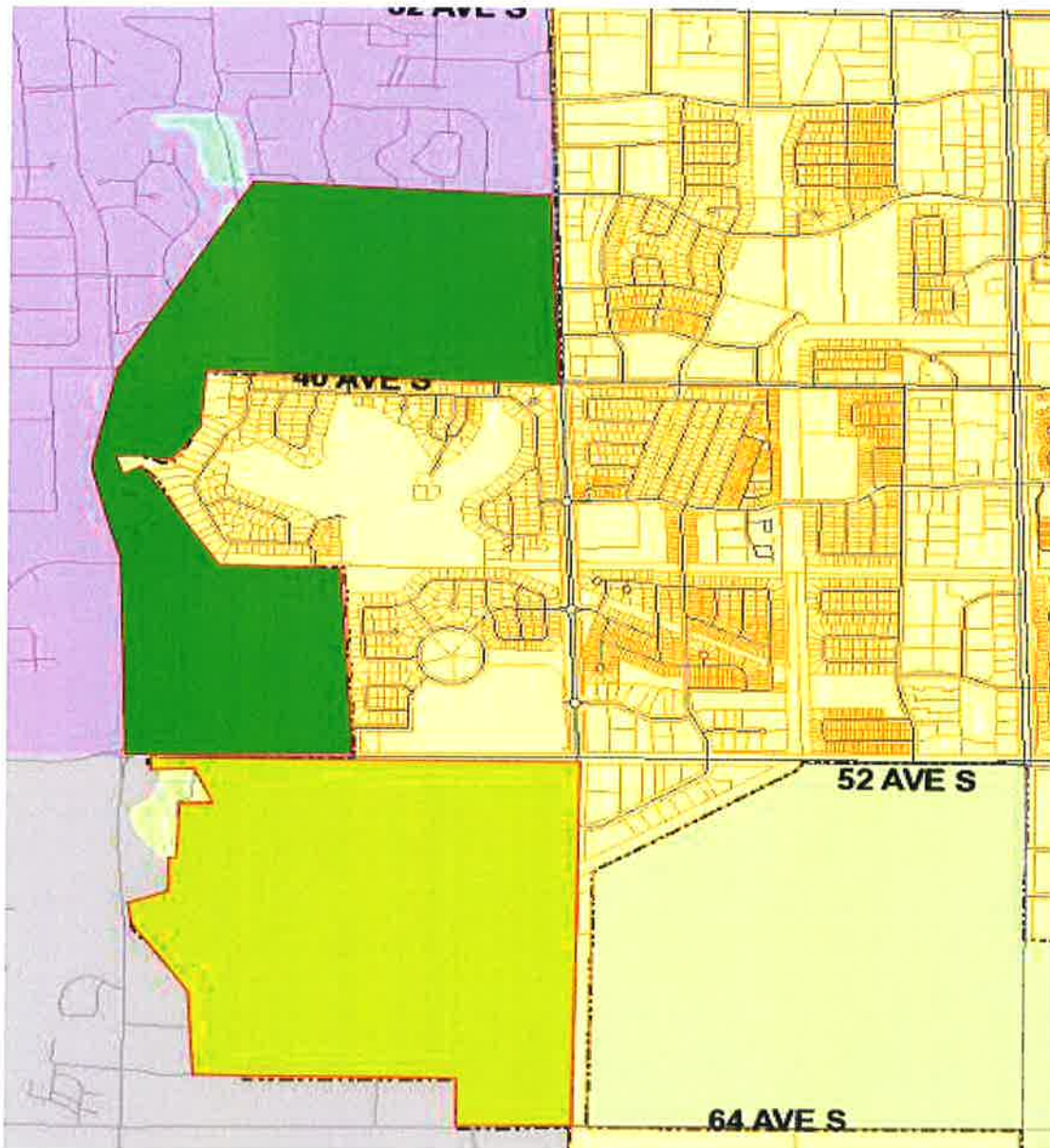
Date: 4/8/19 \_\_\_\_\_, 2019

  
\_\_\_\_\_  
Steven J. Dirksen, Fire Chief

**EXHIBIT A  
JURISDICTIONAL BOUNDARY MAP**

Jurisdictional Boundaries:

1. Fargo may respond into West Fargo in the Green Area.
2. West Fargo may respond into Fargo in the Yellow Area.



28a

<b>City of Fargo Staff Report</b>			
<b>Title:</b>	<b>Case, Peake, and Hall Addition</b>	<b>Date:</b> <b>Update:</b>	2/27/2019 4/3/2019
<b>Location:</b>	1527 5 <sup>th</sup> Avenue South	<b>Staff Contact:</b>	Maegin Elshaug
<b>Legal Description:</b>	Lot 19, Block 5, Case, Peake, and Hall Addition		
<b>Owner(s)/Applicant:</b>	Lutheran Social Services ND/Jessica Thomasson	<b>Engineer:</b>	N/A
<b>Entitlements Requested:</b>	<b>Zoning Change</b> (from SR-3, Single-Dwelling Residential to MR-2, Multi-Dwelling Residential)		
<b>Status:</b>	City Commission Public Hearing: April 8, 2019		

<b>Existing</b>	<b>Proposed</b>
<b>Land Use:</b> Vacant	<b>Land Use:</b> Community Service and Group Living
<b>Zoning:</b> SR-3, Single-Dwelling Residential	<b>Zoning:</b> MR-2, Multi-Dwelling Residential
<b>Uses Allowed:</b> SR-3 Allows detached houses, daycare centers up to 12 children, attached houses, duplexes, parks and open space, religious institutions, safety services, schools, and basic utilities	<b>Uses Allowed:</b> MR-2 Allows detached houses, attached houses, duplexes, multi-dwelling structures, daycare centers up to 12 children, group living, parks and open space, religious institutions, safety services, schools, and basic utilities
<b>Maximum Density Allowed (Residential):</b> SR-3 allows 8.7 units per acre	<b>Maximum Density Allowed (Residential):</b> MR-2 allows 20 units per acre

<b>Proposal:</b>
<p>The applicant is proposing a zoning change from SR-3, Single-Dwelling Residential to MR-2, Multi-Dwelling Residential for the property located at 1527 5<sup>th</sup> Avenue South. The property is adjacent to Luther Hall (1505-1509 5<sup>th</sup> Avenue South), which is also owned by Lutheran Social Services. Luther Hall provides therapy services for youth and is community services and group living. Community service and group living uses are permitted within multi-dwelling zoning districts, but would require a conditional use permit within single-dwelling zoning districts.</p> <p>This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.</p> <p><b>Surrounding Land Uses and Zoning Districts:</b></p> <ul style="list-style-type: none"> <li>• North: SR-3, with detached residential use;</li> <li>• East: MR-2, Luther Hall (Community Service and Group Living);</li> <li>• South: Across 5<sup>th</sup> Avenue South is SR-3, with detached residential use;</li> <li>• West: SR-3, with detached residential use.</li> </ul>
<b>Area Plans:</b>
<p>The property is part of the Jefferson neighborhood and the Jefferson/Carl Ben neighborhood plan. There is no future land use as part of this plan.</p>

**Context:**

**Neighborhood:** Jefferson

**Schools:** The subject property is located within the Fargo School District and is served by Jefferson Elementary, Ben Franklin Middle, and North High schools.

**Parks:** The property is located approximately a quarter-mile from Jefferson West Park (1904 4<sup>th</sup> Avenue South), which provides amenities of sports fields, and courts, trails, playground and shelters.

**Pedestrian / Bicycle:** An on-street bike path is located on 5<sup>th</sup> Avenue South and connects to a shared use path is located on 25<sup>th</sup> Street South, which is a component of the metro area trail system.

**Staff Analysis:****Zoning**

Section 20-0906. F (1-4) of the LDC stipulates the following criteria be met before a zone change can be approved:

**1. Is the requested zoning change justified by a change in conditions since the previous zoning classification was established or by an error in the zoning map?**

Staff is unaware of any zoning map error in regard to the subject property. The request is justified as there has been a change in conditions. The applicant, Lutheran Social Services ND (LSS), has owned the subject property since the late 1990s. It is adjacent to Luther Hall (1505-1509 5<sup>th</sup> Avenue South), which is also owned by LSS. In the fall of 2018, a house which was being used by LSS as offices was demolished on the subject property. Staff is not aware of any expansion plans for the facility at this time, other than a small accessory structure. The proposed MR-2 zone would clean up the property so that there would be one zoning district for the facility. The property owner is in the process of working with the Assessor's office to combine the subject property and the adjacent property into one tax parcel. **(Criteria Satisfied)**

**2. Are the City and other agencies able to provide the necessary public services, facilities, and programs to serve the development allowed by the new zoning classifications at the time the property is developed?**

The development is served with city services (water, sewer, streets, police/fire protection, etc.) as well as other needed utility services. The City Engineer and other applicable review agencies have reviewed this proposal. No deficiencies to provide the necessary public services, facilities and programs to this development have been identified. **(Criteria Satisfied)**

**3. Will the approval of the zoning change adversely affect the condition or value of the property in the vicinity?**

Staff has no documentation or evidence that the approval of this zoning change would adversely affect the condition or value of the property in the vicinity. In addition, written notice of the proposal was sent to all property owners within 300 feet of the subject property. To date, staff has received one call and two emails with inquiry of the proposed zone change, with no concern after explanation of the application. Staff finds that the approval will not adversely affect the condition or value of the property in the vicinity. **(Criteria Satisfied)**

**4. Is the proposed amendment consistent with the purpose of this LDC, the Growth Plan, and other adopted policies of the City?**

The purpose of the LDC is to implement Fargo's Comprehensive Plan and related policies in a manner that protects the health, safety, and general welfare of the citizens of Fargo. Staff finds that the proposal is consistent with the purposes of the LDC, and other adopted policies of the City. **(Criteria Satisfied)**

**Update 4/3/2019:** Since the Planning Commission meeting on March 5, one letter of opposition was received and is attached to this packet.

**Staff Recommendation:**

Suggested Motion: "To accept the findings and recommendations of the Planning Commission staff and hereby waive the requirement to receive the Ordinance one week prior to the first reading and place the rezoning Ordinance on the first reading, and move to approve the proposed zoning change from SR-3, Single-Dwelling Residential, to MR-2, Multi-Dwelling Residential, on Lot 19, Block 3, Case, Peake, and Hall Addition, on the basis that it satisfactorily complies with the Go2030 Fargo Comprehensive Plan, Standards of Section 20-0906.F (1-4) and all other applicable requirements of the LDC."

**Planning Commission Recommendation: March 5, 2018**

On March 5, with a 8-0 vote with 3 members absent, the Planning Commission moved to accept the findings and recommendations of staff and recommended approval to the City Commission of the proposed zoning change from SR-3, Single-Dwelling Residential, to MR-2, Multi-Dwelling Residential, on Lot 19, Block 3, Case, Peake, and Hall Addition, on the basis that it satisfactorily complies with the Go2030 Fargo Comprehensive Plan, Standards of Section 20-0906.F (1-4) and all other applicable requirements of the LDC.

**Attachments:**

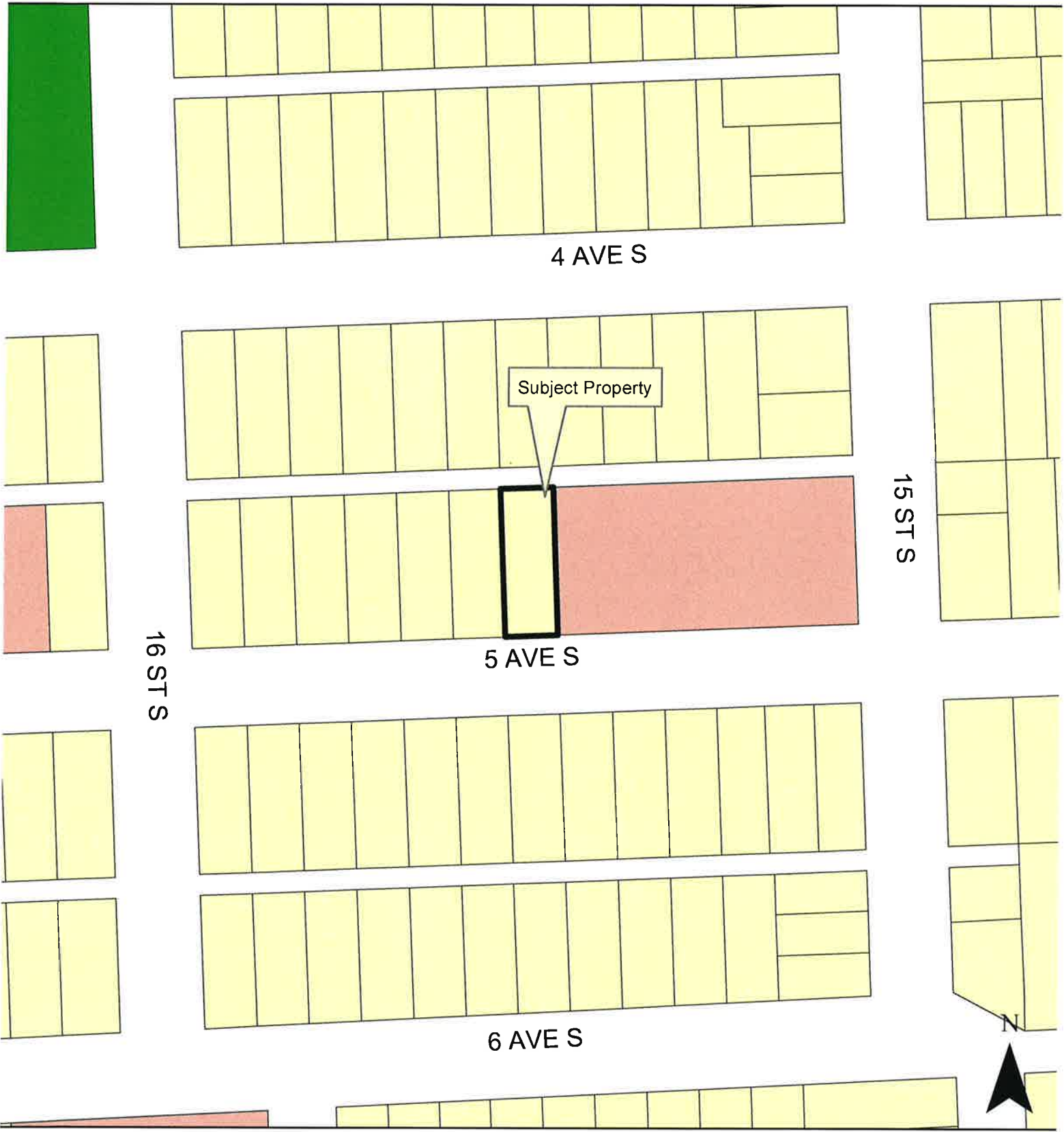
1. Zoning Map
2. Location Map
3. Public Comment



# Zone Change (SR-3 to MR-2)

## Case, Peake & Halls Addition

1527 5th Avenue South



### Legend

AG	DMU	LC	MHP	SR-2
GGC	MR-1	NC	SR-3	SR-4
GO	MR-2	P/I	SR-5	City Limits
	MR-3	UMU		

Fargo Planning Commission  
March 5, 2019

300

Feet

# Zone Change (SR-3 to MR-2)

## Case, Peake & Halls Addition

1527 5th Avenue South



3-25-2019

To: The City of Fargo Auditor and City of Fargo Planner

From: Randy Engelstad, 1538 5<sup>th</sup> Ave S, Fargo

Subject: Zoning change for the property at 1527 5<sup>th</sup> Ave S, Fargo

Dear Public Official,

I live across the street from the property in question and I am opposed to the zoning change.

The current plan to build a garage on the property can be accomplished under the zoning that the property is currently residing under so there is no reason for a zoning change for that reason.

The other reason given during the Planning Meeting was to "clean up" the properties to put them under the same zoning. I also do not know why that is necessary unless they are trying to make their properties more marketable for a future sale. Luther Hall is a good neighbor and I support what they do, but if they are given a large donation or get a grant to move into a new facility, I am worried about what that property will become. Buying single family homes and sitting on them, demolishing them, and then getting a zoning change is common practice to sell it off the property to have a developer construct a large apartment building on a site.

I know that the Planning Department is green lighting this, and there was some sort of "Neighborhood Association Meeting" that this was discussed at. I was not aware of such a meeting and I would like to know how many people from the neighborhood were in attendance.

I would like an opportunity to speak on this at the up coming Commission Meeting that this will be voted on by the Commission.

Thank You,

Randy Engelstad

1538 5<sup>th</sup> Ave S

Fargo, ND 58103

763-257-3005

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

2800-2

ORDINANCE NO. \_\_\_\_\_

1 AN ORDINANCE REZONING CERTAIN PARCELS  
2 OF LAND LYING IN CASE, PEAKE AND HALL ADDITION  
3 TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

4 WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the  
5 City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain  
6 parcels of land lying in Case, Peake and Hall Addition to the City of Fargo, Cass County, North  
7 Dakota; and,

8 WHEREAS, the Fargo Planning Commission recommended approval of the rezoning  
9 request on March 5, 2019; and,

10 WHEREAS, the rezoning changes were approved by the City Commission on April 8,  
11 2019,

12 NOW, THEREFORE,

13 Be It Ordained by the Board of City Commissioners of the City of Fargo:

14 Section 1. The following described property:

15 Lot Nineteen (19), Block Five (5) of Case, Peake and Hall Addition to the City of  
16 Fargo, Cass County, North Dakota;

17 is hereby rezoned from "SR-3", Single-Dwelling Residential, District to "MR-2", Multi-Dwelling  
18 Residential, District;

19 Section 3. The City Auditor is hereby directed to amend the zoning map now on file in his  
20 office so as to conform with and carry out the provisions of this ordinance.  
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OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

1        Section 4. This ordinance shall be in full force and effect from and after its passage and  
2 approval.  
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5        (SEAL)

\_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

6        Attest:

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9        \_\_\_\_\_  
Steven Sprague, City Auditor

First Reading:  
Second Reading:  
Final Passage:

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286

<b>City of Fargo Staff Report</b>			
<b>Title:</b>	Eagle Valley 3 <sup>rd</sup> Addition	<b>Date:</b> <b>Updated:</b>	1/28/2019 4/3/2019
<b>Location:</b>	7301 23 <sup>rd</sup> Street South	<b>Staff Contact:</b>	Donald Kress, planning coordinator
<b>Legal Description:</b>	Lot 1, Block 6, Eagle Valley Addition		
<b>Owner(s)/Applicant:</b>	76 <sup>th</sup> Street Holding, LLC / Jon Youness	<b>Engineer:</b>	Moore Engineering, Inc.
<b>Entitlements Requested:</b>	<b>Major Subdivision</b> (Plat of <b>Eagle Valley Third Addition</b> , a replat of Lot 1, Block 6, Eagle Valley Addition to the City of Fargo, Cass County, North Dakota) and <b>Zoning Change</b> (from MR-2, Multi-Dwelling Residential to SR-4, Single-Dwelling Residential and MR-2, Multi Dwelling Residential)		
<b>Status:</b>	City Commission Public Hearing: April 8, 2019		

<b>Existing</b>	<b>Proposed</b>
<b>Land Use:</b> Undeveloped	<b>Land Use:</b> Residential
<b>Zoning:</b> MR-2, Multi Dwelling Residential	<b>Zoning:</b> SR-4, Single-Dwelling Residential; MR-2, Multi Dwelling Residential
<b>Uses Allowed:</b> MR-2 Allows detached houses, attached houses, duplexes, multi-dwelling structures, daycare centers up to 12 children, group living, parks and open space, religious institutions, safety services, schools, and basic utilities	<b>Uses Allowed:</b> <u>SR-4 - Single-Dwelling Residential</u> allows detached houses, daycare centers up to 12 children, attached houses, duplexes, parks and open space, religious institutions, safety services, schools, and basic utilities; <u>MR-2, Multi-Dwelling Residential</u> Allows detached houses, attached houses, duplexes, multi-dwelling structures, daycare centers up to 12 children, group living, parks and open space, religious institutions, safety services, schools, and basic utilities
<b>Maximum Density Allowed:</b> 20 dwelling units per acre.	<b>Maximum Density Allowed:</b> SR-4 allows a maximum 12.1 units per acre; MR-2 allows a maximum of 20 dwelling units per acre

<b>Proposal:</b>
<p>The applicant requests two entitlements:</p> <ol style="list-style-type: none"> <li>1. A major subdivision, entitled <b>Eagle Valley Third Addition</b>, which is a replat of Lot 1, Block 6, Eagle Valley Addition.</li> <li>2. A zoning change from MR-2, Multi Dwelling Residential to SR-4, Single-Dwelling Residential and MR-2, Multi Dwelling Residential</li> </ol> <p><b>Surrounding Land Uses and Zoning Districts:</b></p> <ul style="list-style-type: none"> <li>• North: P/I, Public/Institutional: Davies High School</li> <li>• East: P/I: Parks/Institutional; owned by Fargo Park District, currently not developed</li> <li>• South: MR-3 and LC, Limited Commercial: currently not developed</li> <li>• West: AG, Agricultural: undeveloped; in the extra-territorial jurisdiction</li> </ul>

(continued on next page)

The subject property is located within the 2007 Tier 1 Southeast Land Use Plan. This plan designates the subject property as "Residential Area—Lower to Medium Density." This land use designation includes the proposed SR-4 zoning.

- Commercial Area
- Future School
- Proposed Park
- Residential Area - lower to medium density
- Residential Area - medium to high density
- Residential Area - rural



**Context:**

**Neighborhood:** Davies

**Schools:** The subject property is located within the Fargo School District, specifically within the Bennett Elementary, Discovery Middle and Davies High schools.

**Parks:** Davies Athletic Complex (1880 70th Avenue S) is located north across 73<sup>rd</sup> Avenue from the subject property and offers baseball/softball amenities. Davies Recreational Pool (7150 25th Street S) is also located across 73<sup>rd</sup> Avenue from the subject property and offers concessions, restrooms, and swimming pool amenities.

**Pedestrian / Bicycle:** On the east of the property, there are off road bike facilities that run along 25<sup>th</sup> Street South that are components of the metro area bikeway system.

**Staff Analysis:**

This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.

PLAT AND ZONING CHANGE

The plat will create 28 single-dwelling lots and one multi-dwelling lot, zoned as follow

BLOCK	LOTS	ZONING	LAND USE
1	1-8	SR-4	Detached single family
1	9	MR-2	Multi dwelling residential
1	10-14	SR-4	Detached single family
2	1-15	SR-4	Detached single family

The single-family lots range in size from approximately 5,200 square feet to over 7,700 square feet, with most lots in the 5,400 to 6,200 square foot range. All meet the minimum required lot area of the SR-4 zone. The multi-dwelling lot (Lot 9, Block 1) has an area of 33,207 square feet (0.76 acre), which would allow 15 dwelling units.

Note that the property is currently all zoned MR-2. The proposed project creates more restrictive zoning (SR-4) on all but one lot of the project.

All the lots in Block 1 are double-fronting. The owners of the lots that have frontage on 73<sup>rd</sup> Avenue South will be responsible for snow removal on the public sidewalk and mowing of the boulevard along 73<sup>rd</sup> Avenue. The City is responsible for snow removal along 25<sup>th</sup> Street South, an arterial street, but the property owners are required to maintain the boulevard. Statements to this effect are in the amenities plan.

**ACCESS:** All lots in Block 1 and Lots 1 through 8 in Block 2 will take access from the internal street, to be known as Eagle Valley Drive South and 24<sup>th</sup> Street South, dedicated with this plat. This street connects 23<sup>rd</sup> Street South with 74<sup>th</sup> Avenue South. Lots 9 through 16 in Block 2 will take access from 23<sup>rd</sup> Street South. None of the lots will take access direction from 74<sup>th</sup> Avenue South, 73<sup>rd</sup> Avenue South, or 25<sup>th</sup> Street South.

**PUBLIC WATER and SEWER:** Public water and sewer will be provided in the dedicated public streets.

### Zoning

Section 20-0906. F (1-4) of the LDC stipulates the following criteria be met before a zone change can be approved:

1. **Is the requested zoning change justified by a change in conditions since the previous zoning classification was established or by an error in the zoning map?**

Staff is unaware of any error in the zoning map as it relates to this property. The property is currently zoned MR-2, Multi-Dwelling Residential. The applicant requests a zoning change to SR-4: Single Dwelling Residential for the proposed new single-dwelling lots while retaining the MR-2 zoning on one lot (Lot 9, Block 1). The proposed SR-4 zoning is consistent with the 2007 Land Use Plan designation of "lower to medium density residential." **(Criteria Satisfied)**

2. **Are the City and other agencies able to provide the necessary public services, facilities, and programs to serve the development allowed by the new zoning classifications at the time the property is developed?**

City staff and other applicable review agencies have reviewed this proposal. Staff finds no deficiencies in the ability to provide all of the necessary services to the site. The individual lots will front on a new dedicated public street which will provide access and public utilities to serve the development. **(Criteria satisfied)**

3. **Will the approval of the zoning change adversely affect the condition or value of the property in the vicinity?**

Staff has no documentation or evidence to suggest that the approval of this zoning change would adversely affect the condition or value of the property in the vicinity. Written notice of the proposal was sent to all property owners within 300 feet of the subject property. To date, staff has received one call of inquiry with no comment on the application. Staff finds that the approval of the zoning change will not adversely affect the condition or value of the property in the vicinity. **(Criteria satisfied)**

4. **Is the proposed amendment consistent with the purpose of this LDC, the Growth Plan, and other adopted policies of the City?**

The LDC states "This Land Development Code is intended to implement Fargo's Comprehensive Plan and related policies in a manner that protects the health, safety, and general welfare of the citizens of Fargo." The Growth Plan that applies to this property is the 2007 Growth Plan.

This property is designated "lower to medium density residential" on the 2007 Growth Plan. The 2007 Growth Plan includes the SR-4 designation in that the "low to medium density" residential designation. One lot (Lot 9, Block 1) will retain the current MR-2 zoning. Staff finds this proposal is consistent with the purpose of the LDC, the applicable growth plan, and other adopted policies of the City, contingent on Commission approval of the proposed Growth Plan Amendment.

**(Criteria satisfied)**

(continued on next page)



**Major Subdivision**

The LDC stipulates that the following criteria is met before a major subdivision plat can be approved:

1. **Section 20-0907 of the LDC stipulates that no major subdivision plat application will be accepted for land that is not consistent with an approved Growth Plan or zoned to accommodate the proposed development.**

The requested zoning for the residential development on this property is SR-4: Single-Dwelling Residential. The SR-4 zoning will accommodate the proposed single-family development. The SR-4 zoning designations is consistent with the "lower to medium density" designation for this property in the 2007 Growth Plan as noted in the zoning change findings above. One lot (Lot 9, Block 1) will retain the current MR-2 zoning. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has received one call of inquiry with no comment on the application.  
**(Criteria Satisfied)**

2. **Section 20-0907.4 of the LDC further stipulates that the Planning Commission shall recommend approval or denial of the application and the City Commission shall act to approve or deny, based on whether it is located in a zoning district that allows the proposed development, complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**

The property is proposed to be zoned SR-4: Single-Dwelling Residential. As noted in the zone change findings above, these zones are consistent with the 2007 Growth Plan designation of "lower to medium density residential." The project has been reviewed by the city's Planning, Engineering, Public Works, Inspections, and Fire Departments.  
**(Criteria Satisfied)**

3. **Section 20-907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**

The applicant has provided an amenities plan that specifies the terms or securing installation of public improvements to serve the subdivision. Any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles  
**(Criteria Satisfied)**

**Staff Recommendation:**

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and hereby waive the requirement to receive the Ordinance one week prior to the first reading and place the rezoning Ordinance on the first reading, and move to approve the proposed 1) Zoning Change from MR-2, Multi Dwelling Residential to SR-4, Single-Dwelling Residential and MR-2, Multi-Dwelling Residential and 2) a plat of the **Eagle Valley Third Addition**, as the proposal complies with the Go2030 Fargo Comprehensive Plan, 2007 Growth Plan, Standards of Article 20-06, and Section 20-0906.F (1-4) of the LDC and all other applicable requirements of the LDC."

**Planning Commission Recommendation: February 5, 2019**

On February 5, 2019, by a vote of 7-0 with four Commissioners absent, the Planning Commission voted to accept the findings and recommendations of staff and moved to recommend approval to the City Commission of the proposed 1) Zoning Change from MR-2, Multi Dwelling Residential to SR-4, Single-Dwelling Residential and MR-2, Multi-Dwelling Residential and 2) a plat of the **Eagle Valley Third Addition**, as the proposal complies with the Go2030 Fargo Comprehensive Plan, 2007 Growth Plan, Standards of Article 20-06, and Section 20-0906.F (1-4) of the LDC and all other applicable requirements of the LDC."

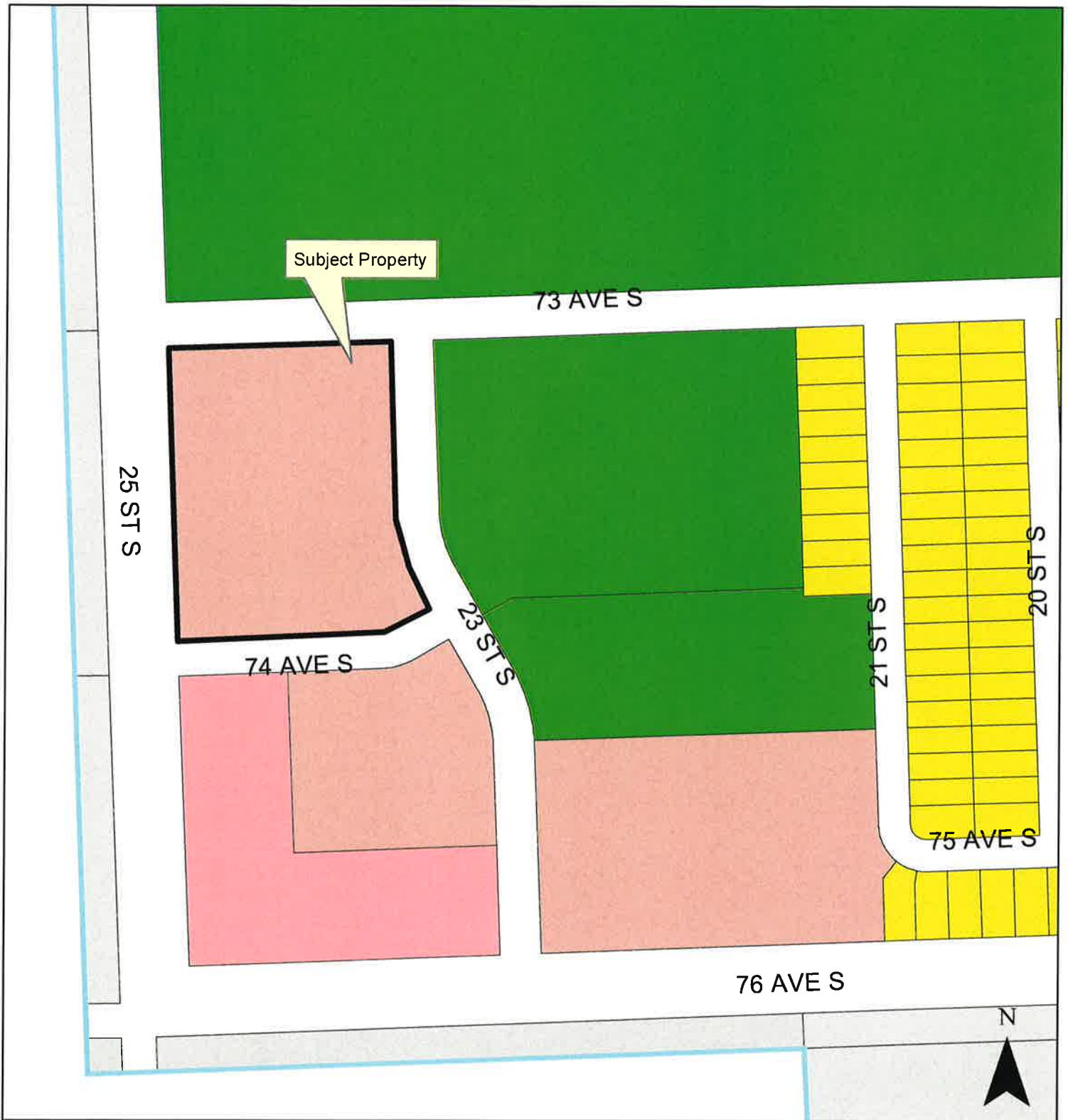
**Attachments:**

1. Zoning map
2. Location map
3. Plat

# Plat (Major) & Zone Change (MR-2 to MR-2 & SR-4)

## Eagle Valley 3rd Addition

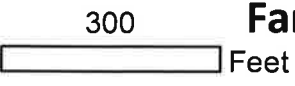
7301 23rd Street South



**Legend**

AG	DMU	GC	GO	LC	MR-1	MR-2	MR-3	MHP	NO	P1	UMI	SR-4	SR-5	SR-6	SR-7	SR-8	SR-9	SR-10	SR-11	SR-12	SR-13	SR-14	SR-15	SR-16	SR-17	SR-18	SR-19	SR-20	SR-21	SR-22	SR-23	SR-24	SR-25	SR-26	SR-27	SR-28	SR-29	SR-30	SR-31	SR-32	SR-33	SR-34	SR-35	SR-36	SR-37	SR-38	SR-39	SR-40	SR-41	SR-42	SR-43	SR-44	SR-45	SR-46	SR-47	SR-48	SR-49	SR-50	SR-51	SR-52	SR-53	SR-54	SR-55	SR-56	SR-57	SR-58	SR-59	SR-60	SR-61	SR-62	SR-63	SR-64	SR-65	SR-66	SR-67	SR-68	SR-69	SR-70	SR-71	SR-72	SR-73	SR-74	SR-75	SR-76	SR-77	SR-78	SR-79	SR-80	SR-81	SR-82	SR-83	SR-84	SR-85	SR-86	SR-87	SR-88	SR-89	SR-90	SR-91	SR-92	SR-93	SR-94	SR-95	SR-96	SR-97	SR-98	SR-99	SR-100
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City Limits

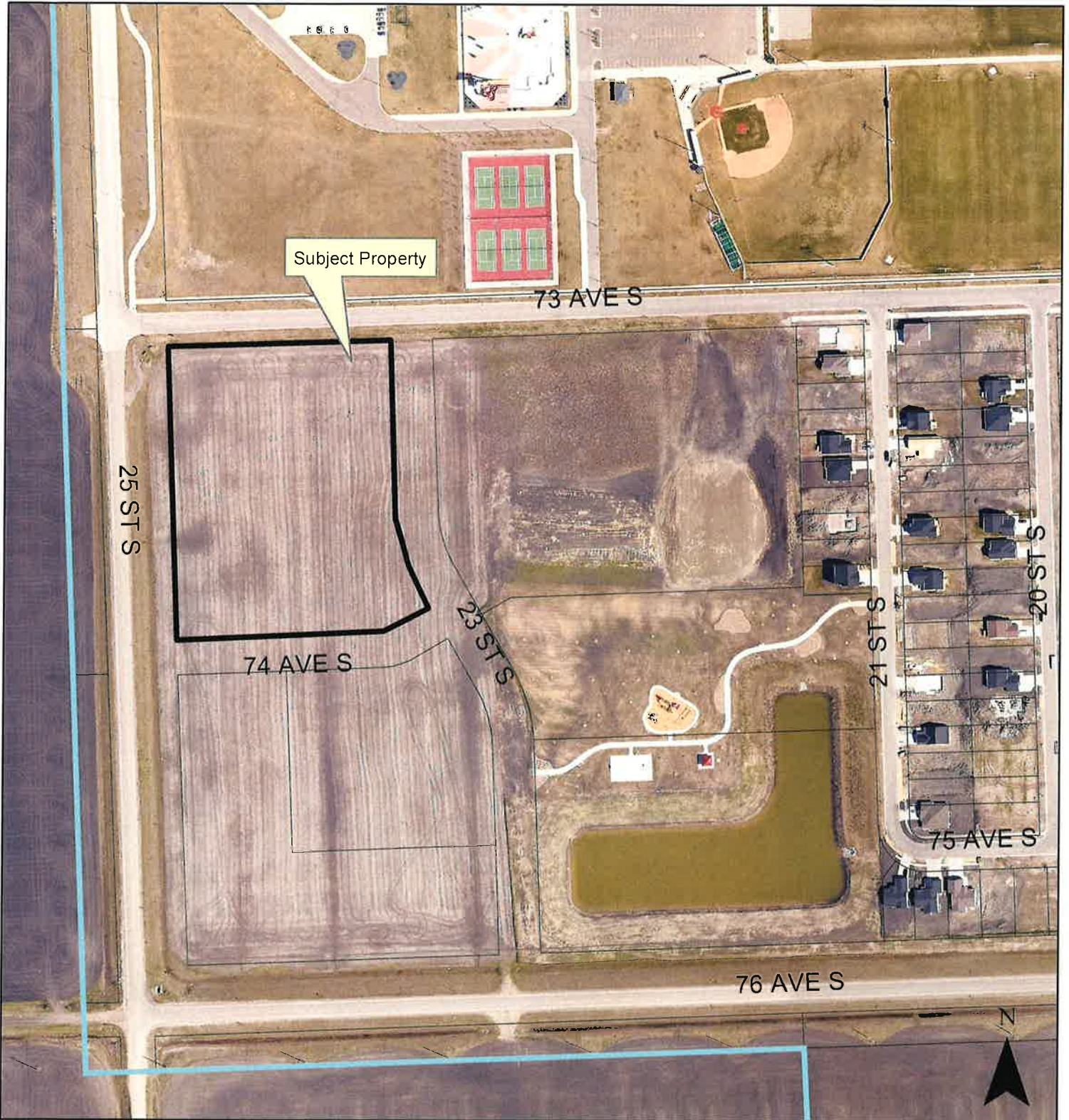


Fargo Planning Commission  
February 5, 2019

# Plat (Major) & Zone Change (MR-2 to MR-2 & SR-4)

## Eagle Valley 3rd Addition

7301 23rd Street South





OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

286-2

ORDINANCE NO. \_\_\_\_\_

1 AN ORDINANCE REZONING CERTAIN PARCELS  
2 OF LAND LYING IN EAGLE VALLEY THIRD ADDITION  
3 TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

4 WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the  
5 City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain  
6 parcels of land lying in Eagle Valley Third Addition to the City of Fargo, Cass County, North  
7 Dakota; and,

8 WHEREAS, the Fargo Planning Commission recommended approval of the rezoning  
9 request on February 5, 2019; and,

10 WHEREAS, the rezoning changes were approved by the City Commission on April 8,  
11 2019,

12 NOW, THEREFORE,

13 Be It Ordained by the Board of City Commissioners of the City of Fargo:

14 Section 1. The following described property:

15 Lots One (1) through Eight (8), Block One (1); Lots Ten (10) through Fourteen (14),  
16 Block One (1); Lots One (1) through Fifteen (15), Block Two (2) of Eagle Valley  
17 Third Addition to the City of Fargo, Cass County, North Dakota;

18 is hereby rezoned from "MR-2", Multi-Dwelling Residential, District to "SR-4", Single-Dwelling  
19 Residential, District;

20 Section 2. The City Auditor is hereby directed to amend the zoning map now on file in his  
21 office so as to conform with and carry out the provisions of this ordinance.  
22  
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OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

Section 3. This ordinance shall be in full force and effect from and after its passage and approval.

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(SEAL)

Attest:

\_\_\_\_\_  
Steven Sprague, City Auditor

\_\_\_\_\_  
Timothy J. Mahoney, M.D., Mayor

First Reading:  
Second Reading:  
Final Passage:

29

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. PN-19-A0 Type: Contract Amendment #1

Location: 64th Avenue South, 25th St to 45th St Date of Hearing: 4/1/2019

<u>Routing</u>	<u>Date</u>
City Commission	<u>4/8/2019</u>
PWPEC File	<u>X</u>
Project File	<u>Jeremy Gorden</u>

The Committee reviewed the accompanying correspondence from Division Engineer, Jeremy Gorden, related to a Contract Amendment submitted by KLJ in the amount of \$1,407,851.00, bringing the total contract amount to \$1,992,851.00. This amendment is due to extended project limits and to provide final design services.

Staff is recommending approval.

On a motion by Kent Costin, seconded by Brenda Derrig, the Committee voted to recommend approval of the Contract Amendment #1.

RECOMMENDED MOTION

Approve Contract Amendment #1 to KLJ in the amount of \$1,407,851.00 for Project No. PN-19-A0, 64<sup>th</sup> Avenue South Bridge and Street Construction Project, bringing the total contract amount to \$1,992,851.00.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Federal, Sales Tax & Special Assessments


	<u>Yes</u>	<u>No</u>
Developer meets City policy for payment of delinquent specials	<u>N/A</u>	<u>        </u>
Agreement for payment of specials required of developer	<u>N/A</u>	<u>        </u>
Letter of Credit required (per policy approved 5-28-13)	<u>N/A</u>	<u>        </u>

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>  <input checked="" type="checkbox"/>  </u>
Tim Mahoney, Mayor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Donald Kress
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Bruce Grubb, City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Kent Costin, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson

  
 Brenda E. Derrig, PE  
 City Engineer

## Memorandum

**To:** Members of PWPEC

**From:** Jeremy M. Gorden, PE, PTOE  
Division Engineer – Transportation

**Date:** March 28, 2019

**Subject:** Request to Approve Contract Amendment #1 with KLJ for Final Engineering Design Services for Street Construction Project  
City of Fargo Improvement District No. PN-19-A0  
64<sup>th</sup> Avenue S – 25<sup>th</sup> Street to 45<sup>th</sup> Street

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### Background

Back in the fall of 2015 we entered into a contract valued at \$585,000 with KLJ for them to complete a couple of projects for us along 64<sup>th</sup> Avenue S. Their work included all the work necessary to bid out a project to construct a new arterial road section between Maple Valley Drive and 38<sup>th</sup> Street, which was to include a new bridge over I-29 as well as raising the grade of the interstate and constructing a levee within the interstate ROW for flood control purposes. This project was expected to have an environmental clearance phase, a design phase, and a multi-year construction phase. The project was anticipated to be completed over the course of three (3) construction seasons. The first year was to include the median crossovers necessary for I-29 traffic control in subsequent years, the second year was to include the embankment for new bridge, the flood control project with the interstate ROW, and the reconstruction and grade raise of both northbound and southbound lanes of I-29, and the third year was to include the 64<sup>th</sup> Avenue S roadway and bridge construction between Maple Valley. It was anticipated that this project would be under construction in years 2017, 2018 and 2019.

Over the course of the past few years, the scope for KLJ has changed drastically. The flood control aspects of this project have been dropped, the arterial roadway construction was pushed back a year to make room for us to move 52<sup>nd</sup> Avenue S reconstruction project up a year, and we extended the project limits for the road project at least a half mile in either direction. It now is a two mile project that spans from 25<sup>th</sup> Street to 45<sup>th</sup> Street.

This project is set to bid in February of 2020, and the project will be constructed over two construction seasons. We are at a point now where we need to decide on our 'build' alternative and have KLJ and their sub-consultants begin final design services. They have provided us a scope and fee for Contract Amendment #1. The value of the amendment is for \$1,407,851, and the estimated construction cost of the preferred build alternative is \$26M, so the engineering with contract amendment #1 would be roughly 7.7% of estimated construction cost. I support approval of this scope of services and associated fee. The funding source for this work will be a combination of Special Assessments, Infrastructure Sales Tax Funds and Utility funds.

### Recommended Motion

Approval of Contract Amendment #1 in the amount of **\$1,407,851** from KLJ to provide us final design services for the 64<sup>th</sup> Avenue S street construction project whose limits are 25<sup>th</sup> Street to 45<sup>th</sup> Street, bringing the value of the contract with them from \$585,000 to \$1,992,851.

Attachment





3203 32nd Avenue South, Suite 201  
 Fargo, ND 58103-6242  
 701 232 5353  
 KLIENG.COM

March 27, 2019

Jeremy Gorden  
 Transportation Division Engineer  
 City of Fargo  
 225 4th Street North  
 Fargo, ND 58102

**Re: PN-19-A0 Final Design Amendment Request**

Dear Jeremy:

KLJ would like to request a contract amendment for the referenced project. KLJ was awarded this project in 2015. At that time, the environmental process was started, but eventually halted in the fall of 2016. In 2018, the project was reinitiated and KLJ has submitted the Draft Categorical Exclusion to NDDOT and the City of Fargo for review.

To keep the project moving forward, KLJ has prepared the attached scope of services and cost to complete the final design and plan production phase of the project. Please see the cost summary shown below:

<b>64th Avenue - 25th Street to 45th Street I-29 Overpass Cost Breakdown Summary</b>		
<b>Task</b>	<b>Task Lead</b>	<b>Cost</b>
Project Management	KLJ	\$ 134,440.00
Roadway Design	KLJ	\$ 430,830.00
Lighting/ITS Design	KLJ	\$ 24,920.00
Structural Design	KLJ	\$ 245,210.00
Underground Utility Design	Moore Engineering	\$ 389,940.00
Utility Coordinatoin	KLJ	\$ 26,640.00
Environmental & Permitting	KLJ/David Breker	\$ 13,800.00
Survey	KLJ	\$ 16,800.00
Easements	KLJ	\$ 25,800.00
Miscellaneous	KLJ	\$ 34,880.00
Appraisals	RM Hoefs	\$ 44,591.00
Geotechnical	Braun	\$ 20,000.00
<b>Total</b>		<b>\$ 1,407,851.00</b>



We thank you for the opportunity to partner on this infrastructure project. If you have any questions or require additional information, please feel free to contact me at 701.271.4871 or [scott.middaugh@kljeng.com](mailto:scott.middaugh@kljeng.com)

Sincerely,

**KLJ**

A handwritten signature in blue ink, appearing to read "Scott Middaugh".

Scott Middaugh  
Project Manager

Enclosure(s): KLJ & Subconsultant Scope of Services and Costs  
Project #: 14415104  
cc: none



**Appendix A  
March 2019**

**Phase II – Final Design & Plan Preparation  
Scope of Services**

**PN-19-A0/SU-8-984(153)156  
64<sup>th</sup> Avenue South Reconstruction and I-29 Overpass from 45<sup>th</sup> Street to 25<sup>th</sup> Street**

**I. Purpose**

The purpose of this attachment is to describe the scope of services and responsibilities of KLJ and its subconsultants required to complete final plans and specifications for the reconstruction of 64<sup>th</sup> Avenue South from 45<sup>th</sup> Street to 25<sup>th</sup> Street including an overpass over I-29.

This project has federal funds associated and will be bid through the North Dakota Department of Transportation (NDDOT). The plans and specifications will follow NDDOT standards as well as incorporate any City of Fargo specifications that are required. The project will be generated using the following formats and standards:

- MicroStation/Geopak
- NDDOT CADD Manual
- City of Fargo Standard Specifications for Construction
- NDDOT Standard Specifications for Road and Bridge Construction

**II. Sub Consultants**

It is anticipated that there will be two sub consultants required for this project. The sub consultants are listed below with a brief description of their roles. Please refer to their attached scope of services for additional information.

- Braun Intertec – Geotechnical analysis and design at the overpass
- RM Hoefs & Associates – Acquisition appraisals
- Moore Engineering – Stormwater analysis & design
- David Breker – Soil Scientist

**III. Assumptions**

**Project Schedule**

It is assumed that the project will be in the February 7, 2020 Bid Opening, with final plans due by November 29, 2019, and the PS&E prior to November 1, 2019. That equates to a 35-week design period and a 45-week project management period beginning on April 1, 2019.



## Meetings

Over the 35-week design period, it is assumed that several meetings with multiple groups will be held. KLJ has outlined the assumed meetings below:

- Design Review Committee – 1/month; 8 total
- Internal Design Meetings – 1/month; 8 total
- Landowner Meetings – 75% of the 16 landowners will require one-on-one meetings; 12 total
- Earlyne Hector Development – 3 meetings with developers engineer

## IV. Final Design & Plan Preparation

### 1. Project Management

#### Management & Coordination

KLJ will manage the project and provide overall coordination of the work completed by KLJ and its subconsultants. KLJ will manage the project budget and schedule and inform the City of Fargo if revisions to either may be required.

#### Progress Reports (Bi-Weekly Updates)

KLJ will submit a biweekly status report via email to the City of Fargo and NDDOT which will summarize the work performed in the current period, summary of project decisions and potential out of scope work activities. The reports will include percent complete for key project activities. The status report will also identify any milestone activity that is not completed or anticipated not to be completed on time. The report will include the reasons why any milestone date was missed and what actions will be taken to get the project back on schedule.

#### Project Review Committee Meetings (8 Meetings)

KLJ will schedule monthly project review committee meetings with the City of Fargo and NDDOT (if desired). KLJ will run the meeting and take minutes for distribution after the meeting. The meetings will be used to update the City on the projects progress, get any questions needed for design answered, and get the City's input on design recommendations.

#### Internal Design Meetings (8 Meetings)

The project team will meet internally to discuss design and planning issues, scheduling, progress, and upcoming work. These meetings will be held prior to the Design Review Committee meetings.

#### Landowner Meetings (12 Meetings)

It is anticipated that landowners along the project corridor will require one-on-one meetings with members of the KLJ project team. KLJ will invite the City of Fargo to attend if they wish. KLJ will update the landowner with project decisions and the design that may directly affect their property.



## **2. Roadway Design & Plan Preparation**

### **Corridor Geometry**

KLJ will design the roadway and pedestrian facilities based on the 3-Lane Section with Cycle Track Alternative (three lanes of traffic, shared use path north of roadway, cycle track south of roadway, and sidewalk south of roadway). This includes developing one proposed horizontal alignment and one proposed vertical alignment. KLJ will develop horizontal and vertical alignment for all approach roads connecting to 64<sup>th</sup> Ave up to the proposed right-of-way.

### **Corridor Modeling**

KLJ will produce one 3D model for the entire corridor that will be used for earthwork calculations, proposed grading limits, utility impacts, wetland impacts, proposed cross sections, and will be available for use by the contractor during construction. The 3D model will have a proposed finished surface, proposed subgrade surface, and a proposed top of aggregate surface.

### **Plan Preparation**

#### **Prepare Plan Sheets for Sections 1 thru 11**

KLJ will prepare the title sheet for the plans and the applicable upfront sheets as per standard NDDOT plan sets. These sheets include all the drafting and assembly required for the Table of Contents, List of Standard Drawings, Scope of Work, Plan Notes, Environmental Commitments, Estimate of Quantities, Basis of Estimate, Earthwork Summary, and other data tables as required.

#### **General Details & Typical Sections – Sections 20 & 30**

KLJ will provide necessary plan details and/or typical sections for existing pavement sections, proposed pavement sections, superelevation layouts, drainage details, paving details, and other details as required. Moore Engineering will produce any applicable required for the proposed underground utilities.

#### **Removals – Sections 40**

KLJ will provide plans showing the removals detailing what should be removed and what should remain.

#### **Hydraulic Data & Allowable Pipe List – Section 50 & 51**

Please refer to Moore Engineering's scope of services for this item.

#### **Underground Utility Plan & Profiles – Section 55**

Please refer to Moore Engineering's scope of services for this item.

#### **Roadway Plan & Profiles – Section 60**



KLJ will develop roadway plan and profile sheets. The plan and profile sheets will show the proposed horizontal and vertical geometric layouts, ROW limits, required pipe information and other details as required. The sheets will be developed for 64<sup>th</sup> Avenue as well as any required approaches.

#### **Wetlands/Erosion / Sediment Control Plan – Sections 75-77**

KLJ will develop Section 75-77 plan sheets for the project showing the materials, quantities, and approximate locations to be used for permanent erosion control, wetland impacts, topsoil removal, and seeding areas. This task will also include the development of sheets showing materials, quantities, and approximate locations to be used for temporary erosion and sediment control during construction activities.

#### **Survey Coordinate & Curve Data/Data Layouts – Sections 81-82**

KLJ will produce the section 81-82 sheets showing the existing and the proposed roadway stationing, control points, curve data, coordinate data sheets and alignment descriptions.

#### **Landscaping Layouts – Sections 85**

KLJ will prepare landscaping and tree planting layouts through out the corridor. It is anticipated that one row of trees will be planted on each side of the roadway. KLJ will work with the City of Fargo Forrester to review the plans and ensure the specified species meet the City of Fargo's needs.

#### **Paving Layouts – Section 90**

KLJ will produce the paving layouts showing the proposed joints layouts and types for concrete paving.

#### **Work Zone Traffic Control Layouts – Section 100**

KLJ will develop plan sheets showing construction phasing and work zone traffic control layouts and signing to accommodate the construction activities. The construction sequence and the traffic control device list will also be developed within this task. All layouts will be in accordance with MUTCD (2009) and NDDOT guidelines and follow the requirements of the NDDOT Work Zone Safety and Mobility Policy.

#### **Signing – Section 110**

KLJ will develop plan sheets showing sign removals and new signing. Signing for all special panel signs will be created using GUIDESIGN design software. Designers will utilize NDDOT's sign calculator for sign support design and all signing will be in accordance with the MUTCD (2009). KLJ will prepare the proposed signing and any special sign assembly details required for the project. KLJ will utilize City of Fargo requirements for sign sheeting.

#### **Pavement Markings – Section 120**

KLJ will develop plan sheets showing permanent pavement markings. All pavement markings will be laid out in accordance with the MUTCD (2009).

#### **Guardrail – Section 130**



KLJ will produce plan sheets for the guardrail on the 64<sup>th</sup> Avenue overpass bridge. All layouts will be in accordance with the NDDOT Design Manual and the AASHTO Roadside Design Guide.

It is assumed that no additional guardrail will be required anywhere else throughout the corridor.

#### **Cross Sections – Section 200**

KLJ will develop cross sections based on the survey and proposed 3D roadway corridor model. Cross sections will be cut every 100 feet on tangents, every 50 feet on curves, and at centerline pipes and other critical points. They will be used to determine limits of construction and to generate earthwork quantities. KLJ will incorporate the Section 200 plan sheets and the earthwork quantities into the final plan set.

#### **QC/QA Activities**

QC/QA reviews will be conducted in accordance with the Quality Control/Quality Assurance in place for this project. The QC/QA process will be documented using checklists.

#### **Special Provisions**

KLJ will prepare Special Provisions required for this project in NDDOT format. The anticipated Special Provisions are:

- Temporary Erosion and Sediment Best Practices (NDDOT Standard SP)
- Federal Migratory Bird Treaty Act (NDDOT Standard SP)
- Permits and Environmental Considerations
- Geotechnical Instrumentation
- Lightweight Fill Construction
- Winter Suspension
- DMS Sign Relocation
- City of Fargo Specifications (to be developed by Moore Engineering)
- City of Fargo & SE Cass Water Resource District Agreement

#### **Sole Source Letter**

KLJ will work with the City of Fargo to develop a sole source letter to be submitted to NDDOT requesting specific items to be sole sourced. The letter will state what products are requested to be sole sourced and the reason for the request.

### **3. Lighting/ITS Design**

#### **Lighting Analysis/Design**

KLJ will complete a lighting analysis to ensure that the roadway is adequately illuminated to AASHTO standards based on the roadway classification. KLJ will coordinate with the City of Fargo to determine the type of luminaries to use during the lighting analysis. The lights will be analyzed and placed to accommodate a future 5-lane roadway section.



KLJ will complete Section 140 of the plans outlining light and feed point locations, pole schedules, luminaire schedules, and cable and conduit schedules.

#### **DMS Sign Relocation**

KLJ will complete the design to relocate the existing DMS sign approximately ½ mile south of its current location. KLJ will complete the fiber optic design to extend the existing fiber to the new sign location. This information will be represented in Section 160 of the plans.

#### **Utility Coordination**

KLJ will coordinate with the electrical provider (assumed Cass County Electric) to get new electrical services to the proposed lighting feed points and the new DMS sign location.

### **4. Structural Design**

#### **Drain 53 Box Culvert**

KLJ will prepare the plans for the precast box culvert on Drain 53. The structure is anticipated to be a single cell precast box culvert with precast end sections with a minimum of 2 feet of fill on top of the structure. The plan set is anticipated to consist of three sheets as follows: Layout Sheet, Structural Notes, Excavation and Backfill Details.

#### **Pedestrian Underpass Box Culverts**

KLJ will prepare the plans for two pedestrian underpass culverts under 64th Avenue. The structures are anticipated to be a single cell precast box culverts with precast end sections with a minimum of 2 feet of fill on top of the structure. The plan sets are anticipated to consist of three sheets for each structure as follows: Layout Sheet, Structural Notes, Excavation and Backfill Details.

#### **64th Avenue Overpass Bridge**

KLJ will prepare design calculations and plans for the 64th Avenue over I-29. This scope and the related fee estimate are based on the structure consisting of a four-span prestressed I-girder bridge approximately 386 feet long and 66-feet wide with a minimum vertical clearance over I-29 of 17'-6". The following tasks are included in the design calculations:

- Finalize bridge layout/TS&L
- Abutments
- Piers
- Girders
- Deck and barriers
- Approach Slabs
- Pay quantity calculations

The bridge plans are anticipated to include approximately 30-35 sheets and consist of the following:

- Bridge Layout
- Structure Notes





- Screed rail and quantities
- Pile Layout and coordinates
- Abutment underdrain system
- Abutments
- Piers
- Girders
- Deck and barriers
- Approach slabs
- Pedestrian railings and canopies

#### **Miscellaneous Structures**

KLJ will design foundations for street lights (assumes one typical design) and will also prepare design calculations and plans for relocation of the DMS sign currently located with the proposed alignment of 64th Avenue.

### **5. Utility Coordination**

#### **Utility Conflict Plans**

KLJ will prepare utility conflicts and work with the utility companies to inventory and determine any anticipated conflicts. The utility conflict plans will identify the existing utilities in plan and cross sections views and display whether the utilities are anticipated to be impacted or not impacted by the project.

#### **Utility Coordination**

KLJ will coordinate with the City of Fargo and utilities to determine if utility relocations are reimbursable. KLJ will notify the utilities of the proposed construction phasing and the date the facilities in conflict must be relocated.

### **6. Environmental**

#### **CATEX Addendum**

Due to uncertainties during the environmental phase of the project, it is anticipated that a CATEX addendum will be required due to additional cultural and wetland field work. KLJ will complete a Documented CATEX (DCE) Addendum for design revisions made following approval of the original DCE. This DCE Addendum will be completed in accordance with the NDDOT Design Manual.

#### **Wetland Delineation**

KLJ will complete a Field Wetland Delineation with a soil scientist to identify wetlands within the expanded study area. KLJ will prepare and submit to the City of Fargo and NDDOT a wetland delineation report addendum. A Jurisdictional Determination Request will be submitted to USACE if new wetlands area identified within the expanded study area.

#### **Cultural Resources**



KLJ will complete a Class III Cultural Resources Inventory of the expanded study area. KLJ will prepare and submit to the City of Fargo and NDDOT a Class III Cultural Resources Report Addendum.

#### **404 Permitting**

KLJ will complete a Section 404 permit application for impacts to jurisdictional wetlands. It is anticipated that wetland impacts would be permitted under a nationwide permit, and wetland mitigation would occur via the purchase of wetland mitigation credits from the Ducks Unlimited in-lieu fee program. The City of Fargo would be responsible for paying all fees associated with the purchase of wetland mitigation credits.

#### **Floodplain Permitting**

KLJ will complete a non-building floodplain development permit for project activities occurring within mapped floodplains.

#### **NDDOT Utility Occupancy Permit**

KLJ will complete the utility permits require to bore sanitary sewer and water under I-29. KLJ will coordinate between the City of Fargo and the NDDOT Fargo District to complete this.

## **7. Survey**

#### **Topographic Pick-up Survey**

KLJ will collect and process any additional pick up survey required to complete the design of the project.

#### **Utility/Landowner Survey**

It is anticipated that utility companies and landowners will require the existing and proposed right of way, proposed geometry, or other information be staked during the design of the project.

## **8. Easements**

#### **Easement Exhibits**

It is anticipated that 10 easement exhibits will need to be created to allow the City of Fargo to acquire the required land for the project. KLJ will create easement exhibits based on the proposed design for 10 landowners.

#### **Legal Descriptions**

There are multiple types of easements proposed to be acquired for the project. Multiple types of easements will be shown on the same easement exhibits. It is anticipated that 34 different parcels will require legal descriptions. KLJ will write the legal descriptions based on the proposed easements required. KLJ will contract with RM Hoefs and Associates to complete appraisals for the required parcels.

## **9. Miscellaneous**

#### **File Conversion**

PN-19-A0 – 64<sup>th</sup> Avenue South  
SU-8-984(153)164  
Page 8 of 9



Upon completion of the bid opening, KLJ will convert the following files from MicroStation base files to AutoCAD format:

- Design (roadway and pedestrian geometry)
- Lighting
- Underground Utilities
- Signing
- Pavement Marking

These files will be converted from Cass County Ground projections to the City of Fargo projection. All files will be two dimensional.

#### **Post Final Plan Submittal**

KLJ will be available for coordination with City of Fargo and NDDOT after the final plans have been submitted to KLJ. KLJ will complete any revisions requested by NDDOT and the City of Fargo and be available to help answer questions received during the bid advertisement period.

### **10. Excluded Items**

The following items are not included in the overall 64<sup>th</sup> Avenue Scope of Services:

Work not included in this scope:

- Pavement Thickness Recommendation
- I-29 Cross Overs
- Utility Relocation Agreements
- Acquisition negotiations/documents
- Utility Relocation Plans
- Environmental Clearance for Borrow Sites
- Biological Assessment
- Environmental Assessment
- Environmental Impact Statement
- Archeological Site Testing
- Section 4(f) Evaluation
- Permitting not otherwise identified in this scope of services
- Noise Report
- Agency Meetings
- Construction Observation
- Shop Drawing Review





925 10th Avenue East  
West Fargo, ND 58078

P: 701.282.4692  
F: 701.282.4530



ATTACHMENT 1

March 27, 2019

Kadrmass, Lee & Jackson, Inc.  
Scott Middaugh, PE  
3203 32nd Ave S Suite 201  
Fargo, ND 58103-6242

**Subject: Professional Engineering Agreement**

64<sup>th</sup> Ave South, 25<sup>th</sup> St S to 45<sup>th</sup> St S  
City of Fargo  
SU-8-984(153)156, PCN 21564  
Moore Project No. 20678

Dear Mr. Middaugh,

In accordance with our scoping meetings held on March 15, 2019, Moore Engineering, Inc. (Moore) is submitting our contract amendment to Kadrmass, Lee & Jackson, Inc. (KLJ) to provide engineering subconsultant services to complete the underground water, sanitary sewer and storm sewer utility design for the 64<sup>th</sup> Ave Construction Project. Services contained in this Attachment 1 generally include performing preparing hydraulic stormwater modeling and report, final storm sewer design, final sanitary sewer design and final water design, submitting to the North Dakota Department of Health for public utility improvements, and bidding assistance for the above referenced project.

**Project Understanding**

**BACKGROUND:** The City of Fargo ("City") contracted with KLJ to complete the 64<sup>th</sup> Ave Environmental Document which has been submitted to the NDDOT in March of 2019. In March of 2019, KLJ contacted Moore Engineering to be a subconsultant to complete the scope of work items as described below for the Project.

**GENERAL DESCRIPTION OF PROJECT:** 64<sup>th</sup> Avenue South from 25<sup>th</sup> St S to 45<sup>th</sup> St S is being upgraded from a rural gravel road and minimum maintenance road to a three-lane section, including the addition of a new structure over Interstate Highway 29. Other general improvements include following:

- Approximately 7,200 LF of new watermain from approximately 33<sup>rd</sup> St S to 45<sup>th</sup> St S, including boring beneath Interstate Highway 29. Watermain size to be provided by Client/City of Fargo.

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[mooreengineeringinc.com](http://mooreengineeringinc.com)

- Relocate existing fire hydrants from 25<sup>th</sup> St S to 33<sup>rd</sup> St S as required for new three-lane street section.
- Approximately 1,600 LF of sanitary sewer forcemain from existing lift station where 63<sup>th</sup> Ave S and 36<sup>th</sup> St S intersection to approximately 38<sup>th</sup> St S, including boring beneath Interstate Highway 29. Sanitary sewer forcemain size to be provided by Client/City of Fargo. Moore Engineering will work with the City of Fargo to review any recommended air release valves.
- Approximately 5,000 LF of new gravity sanitary sewer from approximately 38<sup>th</sup> St S to 45<sup>th</sup> St S. Gravity sanitary sewer size to be provided by Client/City of Fargo.
- Approximately 10,000 LF of storm sewer main from 25<sup>th</sup> St to 45<sup>th</sup> St, in addition to associated inlet leads for the entire corridor to facilitate proper drainage.
- It is understood that the utilities will be brought to a point in the west end of the project with no connection to existing facilities. It is our understanding that there is a City of Fargo project that will continue these utilities to a connection to existing facilities.
- Assume entire project is completed as one entire project on the same schedule and not split into multiple projects or plan sets.

**PROJECT OBJECTIVES:** Moore will provide engineering services to KLJ to complete the Final Design of the utilities for the 64<sup>th</sup> Ave project to receive approval from the NDDOT and the City of Fargo to bid the project and then provide bidding assistance during the bidding process. Moore intends to execute an agreement for construction engineering services for the project when the construction contract is awarded.

- All Work in the Scope of Work below will be provided by Moore, with exception of the items specifically identified to be provided by KLJ.

### Formats and Standards

All project data will become the property of the NDDOT and the City upon completion and approval of the tasks and deliverables identified in the contract. The project data will be generated and submitted in the following formats and prepared in accordance with the current, at the time of this agreement, version of the following standards, without exception, as applicable:

1. Utility Design
  - a. Microsoft Word and Microsoft Excel
  - b. MicroStation SS4 v8.11.09.832
  - c. Geopak SS4 v8.11.09.878
  - d. Microsoft Project
  - e. InfoSWMM Software
  - f. NDDOT CADD Manual
  - g. NDDOT Drafting Standards
  - h. NDDOT Design Manual and Plan Preparation Guide Website

### Scope of Work



To meet the Project Objectives above, Moore proposes to provide the following services:

1. Project Management & Coordination
  - a. Assumptions
    - i. A 31-week schedule (May 1, 2019 to November 29, 2019) is assumed for final design and plan preparation effort. However project management and coordination as well as several other tasks, will extend an additional ten (10) weeks (November 30, 2019 to February 7, 2020) through the bid opening date to be held on February 7, 2020.
  - b. Management and Coordination
    - i. KLJ will provide overall project and contract management services for the Project. The project team will consist of KLJ, Moore and subconsultants as necessary, depending on the need for additional technical services. All subconsultant services and fees will be included in KLJ's contract. Moore is not subconsulting any services through this subconsultant agreement.
    - ii. KLJ will be responsible for general oversight of Moore's work assignments, overall project team meetings, overall project level coordination with City and NDDOT staff, subconsultant coordination, and general oversight of Moore's project budget and schedule.
  - c. Progress Reports (Biweekly – Estimated 16 Updates)
    - i. Moore shall submit a biweekly status report via email to KLJ, which will summarize the work performed by Moore in the current period, upcoming Moore activities in the next two week period, summary of project decisions and potential out of scope work activities. The reports shall include percent complete for key Moore project activities. The status report shall also identify any milestone activity that is not completed or anticipated not to be completed on time. The report shall include reasons why any milestone date was missed and what actions will be taken to get the project back on schedule.
  - d. External Team Meetings
    - i. Members of the project team will be available to meet with representatives from the City and NDDOT at a location in the F-M area to discuss design and planning issues, scheduling, progress and upcoming work. There will be a maximum of two (2) two-hour meetings in an estimated 31-week period. KLJ will be responsible to prepare and distribute meeting minutes.
    - ii. Members of the project team will be available to meet with KLJ to discuss design and planning issues, scheduling, progress and upcoming work. There will be a maximum of ten (10) two-hour meetings in an estimated 31-week period. KLJ will be responsible to prepare and distribute meeting minutes.
  - e. Internal Team Meetings
    - i. The project team will meet internally at Moore's office to discuss design and planning issues, scheduling, progress and upcoming work. There will be a maximum of fifteen (15) two-hour meetings in an estimated 31-week period. Moore attendees will include Moore Project Manager and Lead Engineer. Additional Moore attendees will be added by Moore's Project Manager as necessary.
2. Survey

- a. All survey will be completed by KLJ and the topog.dgn file provided to Moore Engineering for use in preparing design.
- b. Any additional pick-up survey needed will be conveyed to KLJ and KLJ will provide updated topog.dgn incorporating additional survey.
- 3. Right-of-Way
  - a. All permanent and temporary right-of-way or easement required will be completed by KLJ and documentation provided to Moore Engineering for use in preparing design.
- 4. Permitting
  - a. KLJ will be responsible for all permitting except for the NDDoH permit for public water and sanitary sewer.
- 5. Design & Plan Preparation
  - a. Final Sewer and Water Design
    - i. Moore will:
      - 1. Prepare sewer and water design plans utilizing size requirements provided by the City of Fargo.
      - 2. Submit one (1) set of preliminary sewer and water drawings to City staff for review and comments during two (2) city staff meetings.
      - 3. Address comments from City staff prior to preparing final drawings.
  - b. Final Storm Sewer and Drainage Design
    - i. Moore will:
      - 1. Prepare two design options after meeting with the City
      - 2. Adjust subcatchment areas in storm model to match final inlet locations along 64<sup>th</sup> Ave corridor.
      - 3. Determine and input final C-factors for ration method comparison to include in final report.
      - 4. Develop table to compare TR-55 peak runoff values to rational method to verify TR-55 is conservative.
      - 5. Storm sewer pipe sizes based on the following:
        - a. Two-year, 24-hour event at 80% full pipe for storm sewer
          - i. Will need to confirm the design event criteria with the City of Fargo and the NDDOT.
      - 6. Perform final model adjustments based minor design changes on no more than three (3) iterations.
      - 7. Prepare pavement spread calculations for inlets.
      - 8. Prepare city participation calculations per Appendix V-03D of the NDDOT Hydraulic Studies and Drainage Design Manual.
      - 9. Prepare a draft final written report with exhibits of final layouts of the storm sewer, drainage, storage areas and lift stations.
      - 10. Submit PDF draft final report for NDDOT and City review and comments. NDDOT to provide written comments for Moore to address.
      - 11. Address final comments from NDDOT and submit PDF final written report for NDDOT approval.
      - 12. Storm sewer modeling sizing east of Interstate Highway 29
        - a. North of 64<sup>th</sup> Ave
          - i. Includes existing drainage north of 64<sup>th</sup> Ave that drains into the 64<sup>th</sup> Ave Corridor.



- b. South of 64<sup>th</sup> Ave
  - i. Includes the proposed development flows from the future development for up to the first 450' from the centerline of 64<sup>th</sup> per Appendix V-03D of the NDDOT Hydraulic Studies and Drainage Design Manual.
- 13. Storm sewer modeling sizing west of Interstate Highway 29
  - a. North and South of 64<sup>th</sup> Ave
    - i. Includes the proposed development flows from the future development for up to the first 450' from the centerline of 64<sup>th</sup> Ave per Appendix V-03D of the NDDOT Hydraulic Studies and Drainage Design Manual.
    - ii. Grading of the project limits will be designed to route runoff from existing field drainage around the site and not enter the proposed system.
  - c. Final Horizontal Alignment
    - i. KLJ will provide 64<sup>th</sup> Ave Horizontal design files for use in preparing design.
  - d. Corridor Model
    - i. KLJ will provide 64<sup>th</sup> Ave Surface Model design files for use in preparing design.
  - e. Construction Limits
    - i. Moore will provide utility design line work to KLJ for their development of final construction limits.
  - f. Plan Preparation
    - i. Notes – Section 6
      - 1. Moore will provide plan sheets for required sanitary sewer, water and storm sewer notes.
    - ii. Estimate of Quantities – Section 8
      - 1. Moore will provide Excel spreadsheet for required spec and code bid items and plan quantities for KLJ to incorporate into Section 8.
    - iii. General Details – Sections 20
      - 1. Moore will provide necessary sanitary sewer, water and storm sewer details.
      - 2. Storm sewer details include precast outlet structures.
    - iv. Hydraulic Data – Section 50 & 51
      - 1. Moore will prepare final plan sheets showing hydraulic data for any proposed culverts.
      - 2. Moore will prepare inlet and manhole summary sheets.
      - 3. Moore will prepare Allowable Pipe Material list.
      - 4. Based on the hydrologic and hydraulic analysis prepared by Moore, the required pipe sizes will be incorporated into the pipe list.
      - 5. Moore will utilize the City of Fargo standards for determining required pipe types at various specified locations.
    - v. Underground Utility Plan & Profiles – Section 55
      - 1. Moore will develop one Section 55 plan sheets showing the storm sewer, water and sanitary sewer locations and elevations.

2. Moore will submit the appropriate documentation to the NDDoH for review and approval of the sewer and water components of the project.
- vi. Cross Sections – Section 200
  1. Moore will provide 3D utility files to KLJ for their use to incorporate the utility design into the cross sections.
- g. Prepare Technical Specifications for Special Provisions
  - i. Moore will prepare the technical specifications for the sanitary sewer and water based on the City of Fargo Standard Specifications for submittal as a Special Provision.
6. Plan Submittal and Review
  - a. 60% Plan Review Meeting
    - i. Moore will prepare a 60% plan set and electronically submit PDF plans to the KLJ for review.
    - ii. Moore will attend a 60% plan review meeting with City staff. Moore will make the necessary revisions from comments received at the 90% review meeting.
  - b. 90% Plan Review Meeting
    - i. Moore will prepare a 90% plan set and electronically submit PDF plans to the KLJ for review.
    - ii. Moore will attend a 90% plan review meeting with City staff. Moore will make the necessary revisions from comments received at the 90% review meeting.
  - c. PS&E Submittal and Plan Review Meeting
    - i. Moore will prepare plans for a PS&E plan submittal and electronically submit PDF plans to the KLJ for review.
    - ii. Moore will attend a PS&E plan review meeting with City staff in the City of Fargo. Moore will make the necessary revisions from comments received at the PS&E review meeting.
  - d. Final Plans – Revision & Submittal
    - i. Moore will provide to KLJ electronically signed PDF's, original signed documents, Spec and Code Bid Items, Engineers Estimate for KLJ to use in final plan submittal.
  - e. QC/QA
    - i. Moore will implement QC/QA reviews for work completed by Moore. Moore's internal QC/QA process will be documented and submitted with appropriate submittals. KLJ will also complete a cursory review of all work products prepared by Moore.
7. Bidding
  - a. Moore will be available to answer pre-bid questions from contractors.
  - b. Moore will assist KLJ with no more than two (2) addenda as appropriate to clarify, correct or change the bidding documents.
  - c. Evaluating and determining the acceptability of "or equals" and substitute materials proposed by bidders is not included in this scope of work.
  - d. The Bidding phase will be considered complete on the bid date of February 7, 2020.
  - e. Rebidding, including revisions to the Bidding Documents, is not included in this Scope of Work.

### **Deliverables provided by Moore**

- Progress reports at two (2)-week intervals
- Final Storm Sewer and Drainage Design Report
- 60% Plans
- 90% Plans, Opinion of Cost and Special Provisions
- Final Plans, Opinion of Cost, Special Provisions

### **Work not included in the Scope of Work**

- Permitting – Other than NDDoH approval
- Environmental investigation
- Geotechnical investigation
- Public informational meetings
- Meetings outside of the Fargo/West Fargo City limits.
- CADD plats and legal descriptions of right-of-way to be acquired
- Right-of-way acquisition
- Assistance on special assessments
- Writing of a sole source letter
- Environmental clearance for borrow sites
- Water modeling – Watermain size to be provided by Client.
- Sanitary sewer modeling – Sanitary Sewer gravity and forcemain size to be provided by Client.
- Storm sewer lift station design
- Cast-in-place structure design
- Electrical, Geotechnical, Structural and Architectural design
- Pavement Design
- Updates to the Environmental Document
- Construction Engineering or Engineer of Record services
- Construction Observation services

### **Major Milestones**

Moore will provide major milestones on or before the dates below after receiving Notice to Proceed is given, assumed to be by May 1, 2019:

- 60% Plan Review Meetings – To Be Determined
- 90% Plan Review Meetings – To Be Determined
- PS&E Submittal – September 2019
- Final Plan submittal to NDDOT – November 29, 2019
- Bid Opening – February 7, 2020

### **Fee**

Moore will perform these tasks hourly on a Category Billing Rate basis using the actual hours worked times the appropriate Category Billing Rate, plus the actual direct expenses and subconsultant fees incurred. Category Billing Rates are provided in ATTACHMENT A to this

agreement. Category Billing Rates and expense costs listed in ATTACHMENT A are valid through the end of the current year. On January 1 in each subsequent year, Category Billing Rates and reimbursable expenses may be adjusted to meet market conditions. Invoices will be submitted monthly based on the hours of work completed for the hourly tasks.

Based on our current understanding of the work, we estimate the fee for this agreement to be Three Hundred Eighty Nine Thousand Nine Hundred Forty and 00/100 dollars (\$389,940.00).

**MOORE ENGINEERING, INC.****ATTACHMENT A****2019 BILLING SCHEDULE**

Effective January 1, 2019

NOTE: Rates contained in this Billing Schedule are valid until December 31, 2019. After December 31, 2019, Hourly Billing Rates will be escalated annually and direct expenses may be adjusted to meet market conditions.

	Description	Billing Rate Per Hour
1	Principal -SR Project Manager	\$180.00
2	Project Manager -SR PE - SR Technical Advisor	\$170 - \$175
3	Professional Engineer	\$150 - \$165
4	Graduate - Project Engineer	\$120 - \$135
5	Engineering Designer I,II SR	\$115 - \$135
6	Engineering Technician I, II, III	\$85 - \$105
7	CADD Technician I, II, II	\$100 - \$110
8	GIS Programmer I,II,II	\$110 - \$125
9	GIS Technician I, II, II	\$100 - \$110
10	Senior Land Surveyor	\$155.00
11	Land Surveyor	\$140.00
12	Survey Manager	\$125.00
13	Survey Crew Chief I, II	\$110 - \$120
14	Survey Technician I,II, II	\$70 - \$85
15	Construction Engineer/Specialist	\$120 - \$140
16	Administrative Assistant	\$70.00

Travel Expenses	Project Mileage	\$0.65	per mile
	Lodging	Cost * 1.15	
	Meals	Cost * 1.15	
	Per Diem	\$60.00	per day
Survey Supplies	Iron Pins	\$1.25	each
	Fence Posts	\$5.00	each
	Motorized Offroad Vehicles	\$75.00	per day
Miscellaneous	Project Expenses	Cost * 1.15	
	Sub Consultants	Cost * 1.15	



Project Name: 64th Ave Reconstruction  
 Project Number: 20678  
 Client: KLJ - City of Fargo  
 3/27/2019

EVM DATE

PHASE TASK NO. PHASE DESCRIPTION

TASK TOTAL

PHASE	TASK NO.	PHASE DESCRIPTION	TASK TOTAL	LABOR TOTAL	PRICE PER MILE (\$0.65 default)	MILEAGE	PRINCIPAL	PROJECT MANAGER	PROJECT MANAGER ASSISTANT	SENIOR PE	PE I	PROJECT ENGINEER	CADD TECH III
<b>100</b>		<b>Project Management</b>	<b>\$48,298</b>										
	100.001	Scoping meetings and contract preparation	\$7,212	\$7,205	\$7	2	26	4	5	4	2	2	
	100.002	Prepare Work Plan and Project Review Meeting Agenda	\$2,270	\$2,270			12	2					
	100.003	Invoicing	\$2,500	\$2,500			12	4					
	100.004	Staffing and schedule coordination	\$8,140	\$8,140			4	4	40				
	100.005	External Meetings with COF	\$4,239	\$4,200	\$39				24				
	100.006	External Meetings with KLJ	\$10,787	\$10,670	\$117		1		60				
	100.007	Internal Meetings between PM and LE	\$10,350	\$10,350			30		30				
	100.008	Prepare Bi-Weekly Progress Reports to KLJ	\$2,800	\$2,800					16				
	100.009												
			<b>\$48,298</b>	<b>\$48,135</b>	<b>\$163</b>	<b>2</b>	<b>85</b>	<b>14</b>	<b>175</b>	<b>4</b>	<b>2</b>	<b>2</b>	
<b>200</b>		<b>Hydraulic Report</b>	<b>\$68,855</b>										
	200.001	Optional Design	\$12,800	\$12,800					32	48			
	200.002	Optional Design - Exhibits	\$4,890	\$4,890					6	8			24
	200.003	<b>STORM SEWER DESIGN</b>											
	200.004	Prepare Storm Sewer Layout for initial model											
	200.005	Prepare initial Pipe layout with inverts and preliminary pipe size and inverts and provide to Waters Group											
	200.006	Iterations as design changes	\$700	\$700					4				
	200.007	<b>UPDATE FINAL DRAINAGE BASINS</b>											
	200.008	Adjust subcatchment areas to match final inlet locations	\$1,550	\$1,550					2	8			
	200.009	Determine Final C-factors for rational method comparison to include in report to NDDOT	\$1,200	\$1,200						8			
	200.010	Input C-factors for rational method comparison to include in report to NDDOT	\$1,200	\$1,200						8			
	200.011	Develop table to compare TR-55 peak runoff values to rational method to verify TR-55 is conservative.	\$1,200	\$1,200						8			
	200.012	City Participation Calculations and Exhibits	\$3,800	\$3,800					8	16			
	200.013	<b>STORM SEWER DESIGN VERIFICATION</b>											
	200.014	Adjust model to assess final pipe sizes	\$9,600	\$9,600						64			
	200.015	Final model adjustments based on design iterations between design engineer and modeler	\$12,550	\$12,550					10	72			
	200.016	Complete spread calculations for inlets	\$3,775	\$3,775					1	24			
	200.017	Conversions from pipe networks to microstation drawings.	\$2,400	\$2,400						16			
	200.018	<b>HYDRAULIC REPORT</b>											
	200.019	Final Hydraulic report showing existing flows, design flows, pipe sizing, retention areas, discharges/outfalls, spread calculations, and any surcharging	\$13,190	\$13,190				2	22	60			
			<b>\$68,855</b>	<b>\$68,855</b>			<b>2</b>	<b>85</b>	<b>340</b>	<b>24</b>			

Note: All items that contain no hours are EXCLUDED from the Proposal.  
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Project Name: 64th Ave Reconstruction  
 Project Number: 20678  
 Client: KLJ - City of Fargo  
 EVM DATE: 3/27/2019

PHASE	TASK NO.	PHASE DESCRIPTION	TASK TOTAL	LABOR TOTAL	PRICE PER MILE (\$0.65 default)	PRINCIPAL	PROJECT MANAGER	PROJECT MANAGER ASSISTANT	SENIOR PE	PE I	PROJECT ENGINEER	CADD TECH III
<b>310</b>		<b>Preliminary Design</b>	<b>\$178,127</b>									
	310.001	Hold Kick-Off Meeting	\$1,265	\$1,265			1		4	1	1	1
	310.002	Individual Site Visit Inspections, pictures	\$1,452	\$1,400	\$52				8			
	310.003											
	310.004											
	310.005	<b>SEWER &amp; WATER DESIGN</b>										
	310.006	Water Layout and Design	\$8,340	\$8,340					12	24		24
	310.007	Sewer Layout and Design	\$7,140	\$7,140					12	16		24
	310.008	Design Water Bore Beneath I29	\$4,870	\$4,870					10	12		12
	310.009	Design Sewer Bore Beneath I29	\$4,870	\$4,870					10	12		12
	310.010	Research Existing Water Design in area	\$950	\$950					2	4		
	310.011	Research Existing Sewer Design in area	\$950	\$950					2	4		
	310.012	Research Existing Sewer Lift Station	\$950	\$950					2	4		
	310.013	Create Existing and Proposed Profiles - Water	\$700	\$700					4			
	310.014	Create Existing and Proposed Profiles - Sewer	\$700	\$700					4			
	310.015	City of Fargo - Water and Sewer SP/Spec	\$7,400	\$7,400					8	40		
	310.016											
	310.017	<b>STORM SEWER DESIGN</b>										
	310.018	Drainage area determination	\$2,730	\$2,730					2	2	16	2
	310.019	Preliminary pipe size	\$4,090	\$4,090					6	16	16	8
	310.020	Preliminary pipe inverts	\$4,970	\$4,970					6	16	16	16
	310.021	Coordinate layout changes with KLJ	\$4,560	\$4,560					16			16
	310.022	Coordinate layout changes with Waters Group	\$2,540	\$2,540					12			4
	310.023	Conversion from AutoCAD to Hydraulic Design Software	\$1,760	\$1,760								16
	310.024	Create Existing and Proposed Profiles - Storm Sewer	\$1,400	\$1,400					8			
	310.025	Structure Schedule - Design sheet and review of COF Date	\$1,650	\$1,650					2	8		
	310.026	Outlet Structure Precast Design and Coordination	\$4,210	\$4,210					14			16
	310.027											
	310.029	<b>MISC COORDINATION ITEMS</b>										
	310.032											
	310.033	<b>Preliminary Plan Preparation</b>										
	6	Notes sheets	\$15,920	\$15,920			2		84			8
	8	Estimated Quantities sheets	\$2,490	\$2,490					4	4	8	1
	20	<b>General Details sheet(s)</b>										
	20	Sanitary Sewer Details sheet(s)	\$3,920	\$3,920			0.5		5	8		16
	20	Water Main Details sheet(s)	\$3,920	\$3,920			0.5		5	8		16
	20	Storm Sewer Details sheet(s)	\$4,120	\$4,120			0.5		13			16
	50	Inlet and Manhole Summary sheet(s)	\$7,325	\$7,325			0.5		8		40	4
	51	Pipe Material Alternate sheet(s)	\$3,515	\$3,515			0.5		6	16		2
	310.040	<b>Utility/Drainage Layouts sheet(s)</b>										
	55	Storm Sewer	\$26,420	\$26,420			2		32		80	88
	55	Gravity Sanitary Sewer	\$5,865	\$5,865			0.5		8	16		18
	55	Sanitary Sewer Force Main	\$5,205	\$5,205			0.5		8	16		12
	55	Sanitary Sewer Force Main Connection To Lift Station	\$2,775	\$2,775			0.5		6	8		4

Note: All items that contain no hours are EXCLUDED from the Proposal.  
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Project Name: 64th Ave Reconstruction  
 Project Number: 20678  
 Client: KLJ - City of Fargo  
**EVM DATE 3/27/2019**

PHASE	TASK NO.	PHASE DESCRIPTION	TASK TOTAL	LABOR TOTAL	PRICE PER MILE (\$0.65 default)	MILEAGE	PRINCIPAL	PROJECT MANAGER	PROJECT MANAGER ASSISTANT	SENIOR PE	PE	PROJECT ENGINEER	CADD TECH III
55	310.044	Watermain	\$8,645	\$8,645				0.5		12	24		26
	310.045	Storm 3D Pipe features	\$2,815	\$2,815						1			24
	310.045	Water 3D Pipe features	\$528	\$528						0.5			4
	310.046	Sanitary 3D Pipe features	\$528	\$528						0.5			4
Section	310.047												
11	310.048	60% Preliminary Quantities											
55	310.049	Utility quantities											
55	310.050	Storm Sewer quantities	\$6,570	\$6,570						14		24	8
55	310.051	Sanitary Sewer quantities	\$2,470	\$2,470						6	8		2
60	310.052	Water quantities	\$2,470	\$2,470						6	8		2
	310.053												
	310.054	Engineer's Estimates											
	310.055	60% estimate	\$1,925	\$1,925				0.5		4	4		
	310.056												
	310.057	QMP oversight	\$690	\$690				2		2			
	310.058	PDF Plan Creation	\$528	\$528						0.5			4
	310.059	KMZ Creation	\$368	\$368				1		0.5			1
	310.060												
	310.061	Client Involvement											
	310.062	90% Plan Review with KLJ and City of Fargo	\$1,620	\$1,620						8			2
			<b>\$178,127</b>	<b>\$178,075</b>	<b>\$52</b>			<b>13</b>		<b>378</b>	<b>221</b>	<b>229</b>	<b>415</b>
<b>320 Final Design</b>			<b>\$85,160</b>										
	320.001												
	320.002	MISC COORDINATION ITEMS											
Section	320.004												
	320.005	Final Plan Preparation											
6	320.006	Notes sheet(s) - Utility	\$4,545	\$4,545				1		25			
8	320.007	Estimated Quantities sheet	\$2,190	\$2,190						4	2	8	1
8	320.008	Estimated Quantities - Cost Participation	\$3,003	\$3,003				0.5		10.5		8	
20	320.009	General Details sheet(s)											
20	320.010	Sanitary Sewer Details sheet(s)	\$1,043	\$1,043						2.5	2		2
20	320.011	Water Main Details sheet(s)	\$1,043	\$1,043						2.5	2		2
20	320.012	Storm Sewer Details sheet(s)	\$1,983	\$1,983						6.5		4	2
50	320.013	Inlet and Manhole Summary sheet(s)	\$1,895	\$1,895						6	4	4	2
51	320.014	Pipe Material Alternate sheet(s)	\$1,910	\$1,910						3	8	8	2
	320.014	Utility/Drainage Layouts sheet(s)											
55	320.015	Storm Sewer	\$17,840	\$17,840				2		16		60	60
55	320.016	Gravity Sanitary Sewer	\$3,830	\$3,830				0.5		7	8		12
55	320.017	Sanitary Sewer Force Main	\$3,040	\$3,040				0.5		5	8		8

Note: All items that contain no hours are EXCLUDED from the Proposal.  
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**Project Name:** 64th Ave Reconstruction  
**Project Number:** 20678  
**Client:** KLJ - City of Fargo  
**EVM DATE:** 3/27/2019

PHASE	TASK NO.	PHASE DESCRIPTION	TASK TOTAL	LABOR TOTAL		MILEAGE	PRINCIPAL	PROJECT MANAGER	PROJECT MANAGER ASSISTANT	SENIOR PE	FEI	PROJECT ENGINEER	CADD TECH III
					\$0.65								
55	320.018	Sanitary Sewer Force Main Connection To Lift Station	\$2,440					0.5		5	4		8
55	320.019	Watermain	\$3,830					0.5		7	8		12
320.020		Storm 3D Pipe features	\$1,935							1			16
320.021		Water 3D Pipe features	\$440										4
320.022		Sanitary 3D Pipe features	\$440										4
320.023													
320.024		<b>Project Manual</b>											
320.025		City of Fargo - Water and Sewer SP/Spec	\$1,475							5	4		
320.026		Coordinate with NDDOT	\$350							2			
320.027		KLJ - SP - Coordination	\$700							4			
320.028													
320.029		<b>Final Quantities</b>											
320.030		<b>Utility quantities</b>											
55	320.031	Storm Sewer quantities	\$6,570							14		24	8
55	320.032	Sanitary Sewer quantities	\$2,120							4	8		2
55	320.033	Water quantities	\$2,120							4	8		2
320.034													
320.036		<b>Engineer's Estimates</b>											
320.037		90% estimate	\$1,260					2		2	2		
320.038		100% estimate	\$1,005					0.5		2	2		
320.039													
320.040		PDF Plan Creation	\$528							0.5			4
320.041		KMZ Creation	\$198							0.5			1
320.042													
320.043		Prepare AMG Files - Utility Alignments	\$350							2			
320.044													
320.045		<b>ND Department of Health Submittal</b>											
320.046		Prepare packet and submit to NDDoH	\$1,255					0.5		2	4		2
320.047		Correspondence with NDDoH from review	\$775							1	4		
320.048													
320.049		<b>Client Involvement</b>											
320.050		90% Plan Review with KLJ and City of Fargo - Prior to PS&E	\$1,705							8			2
320.051		Address 90% Plan Review Meeting Comments	\$10,020					2		16	8		32
320.052		Final PS&E Submittal to NDDOT	\$1,925					0.5		8			4
320.053		PS&E Meeting With COF/NDDOT	\$1,400							8			
			<b>\$85,160</b>					<b>14</b>		<b>184</b>	<b>74</b>	<b>136</b>	<b>192</b>
<b>330</b>	<b>Bidding</b>		<b>\$9,500</b>										
330.001		Answering phone calls from prospective bidders	\$2,270					1		12			
330.002		Prepare 2 addenda	\$7,230					2		14	12		24
			<b>\$9,500</b>					<b>3</b>		<b>26</b>	<b>12</b>	<b>24</b>	<b>24</b>
			<b>\$389,940</b>					<b>117</b>	<b>14</b>	<b>848</b>	<b>651</b>	<b>367</b>	<b>657</b>

Note: All items that contain no hours are EXCLUDED from the Proposal.  
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Braun Intertec Corporation  
11001 Hampshire Avenue S  
Minneapolis, MN 55438

Phone: 952.995.2000  
Fax: 952.995.2020  
Web: braunintertec.com

December 26, 2018

Project Number B1600465

Scott Middaugh, PE  
KLJ  
3203 32<sup>nd</sup> Avenue South, Suite 201  
Fargo, ND 58103

Re: Change Order No. 1  
City of Fargo Project Number PN-19-A0  
64<sup>th</sup> Avenue South (Maple Valley Drive to 38<sup>th</sup> Street, including Interstate 29 Overpass)  
Fargo, North Dakota

Dear Mr. Middaugh:

Braun Intertec Corporation respectfully submits this Change Order for the geotechnical evaluation for the proposed project at the referenced site.

## Background

Our proposal for this work was completed in October 2015 when the project originally was let out to bid. At that time the scope of work included the bridge over Interstate 29 and some associated flood control projects. Project plans and specifications had not been developed or completed. Our price included both geotechnical work and construction materials testing for the project which was broken down as follows:

- Geotechnical Evaluation: \$30,788
- Construction Materials Testing (anticipated 2017, 2018 & 2019): \$42,674
- Project Total: \$73,462

Between the project award and beginning to work in the project in August 2016, the scope of the project was modified to remove the flood control portion and only the bridge remained. KLJ provided us preliminary plans and specifications for the project on August 2, 2016. The preliminary plans showed a planned grade raise of 28 feet at bridge abutments. In conversations between KLJ, Braun Intertec and the City of Fargo between August 2 and August 11, 2016 we recommended modifying the originally scope of the exploration to include additional borings and instrumentation to evaluate the impact of the 28 feet of settlement which had a net change of adding \$14,212 to the geotechnical fee. We also removed the scope associated with flood control as that aspect of the project had been removed, which reduced the estimated materials testing fees by \$7,000. This resulted in increased budget for the geotechnical evaluation and less for the construction materials testing. The revised budget as of August 11, 2016 was:

- Geotechnical Evaluation: \$45,000
- Construction Materials Testing: \$28,462
- Project Total: \$73,462

KLJ  
Project B1600465, Change Order No. 1  
December 26, 2018  
Page 2

Using this budget, Braun Intertec completed the geotechnical evaluation for the project in 2016 and 2017, providing our results and recommendations in our Geotechnical Evaluation Report for Project B1600465 dated June 9, 2017. At the completion of our report we had billed KLJ \$38,148.31 leaving \$6,851.69 on the geotechnical evaluation portion of the budget.

### **New Scope**

In 2018 KLJ and the City of Fargo requested that we perform additional evaluations of alternatives for the project abutments. New work has consisted of:

- Evaluating the potential settlement on buried utilities under the abutment fill in August 2018. This resulted in additional charges of \$572.
- In October KLJ and City of Fargo asked us to evaluate lightweight fill options for constructing the embankments to reduce the need for surcharging the embankment. To date this has involved several meetings and modeling of different configurations to evaluate settlement. We presented preliminary results to KLJ for their review and discussion with the City on December 14, 2018. As of December 14, 2018 we have billed \$3,835 for this work.
- We anticipate our work to complete evaluation of the alternatives will include preparing and Addendum with our results after the project team completes a selection from among the alternatives. Provided only refinements of the preliminary alternatives submitted to date are needed we anticipate that we can complete preparation and review of our Addendum for an additional \$3,340.
- All told this will then bring the cost for new geotechnical work to \$7,747 for a grand total of \$45,895.31.

We anticipate we can complete the Addendum preparation within 2 weeks after receiving selection of an alternative from the project team.

### **General Remarks**

We will be happy to meet with you to discuss our scope of services further and clarify the various scope components. To have questions answered or schedule a time to meet and discuss our approach to this project further, please call Ezra at 701.205.2515.

Sincerely,

BRAUN INTERTEC CORPORATION



Ezra Ballinger, PE  
Principal/Senior Engineer

**BRAUN**  
INTERTEC

## **SCOPE OF APPRAISAL SERVICES**

### **Introduction**

This document serves as a written set of expectations for a project appraisal to be performed by the Appraiser, RM Hoefs & Associates, Inc for the KLJ Engineering, Inc. and the City of Fargo, the Intended Users of the appraisals. The purpose of this document is to identify relevant appraisal performance requirements specific to the appraisal problem. The Scope of Work Agreement may be modified as necessary, in writing, but only through mutual agreement of the Intended Users and the Appraiser.

### **Project Overview**

The City of Fargo proposes to reconstruct 64<sup>th</sup> Avenue South, from approximately undefined 50<sup>th</sup> Street SW to 25<sup>th</sup> Street SW. The reconstruction will be completed in one phase and will be funded by state and local funds. It will include roadway widening, structural and drainage improvements.

### **Assignment Conditions**

- The appraisals and subsequent reports satisfy the applicable development and reporting requirements of the Uniform Act; Final Rule; 49 CFR 24 Subpart B; the North Dakota Century Code 32-15; the NDDOT Right of Way Manual - 2016; The Uniform Appraisal Standards for Federal Land Acquisitions, (UASFLA) Intra-agency Land Acquisition Conference 2016; and the 2018 – 2019 edition of the *Uniform Standards of Professional Appraisal Practice* (USPAP). If one or more parts of USPAP are voided by law or jurisdictional regulation, the Jurisdictional Exception Rule of USPAP applies. The voided parts must be identified, as this rule is intended to preserve the remainder of USPAP.
  
- The estimated fee for the assignment (see attached) includes the preparation of a Basic Data Book containing all perfunctory materials pertinent to the project appraisal and ten (10) appraisals, reported in a summary format, sufficient to meet the needs of the intended users. It is assumed that testimony or attendance in court or at any court hearing is not required due to rendering this project appraisal unless arrangements are made a reasonable time in advance. The appraiser has the right to expand, review, consider and evaluate any additional data that becomes available between the dates of the appraisal and the date of court testimony or hearing. The appraiser retains the right to adjust the value opinions that may be required.
  
- No liability is assumed for legal matters that affect the value of the subject property. Unless a clear statement to the contrary is made in this report, the value opinion(s) expressed are predicated on the following **extraordinary** assumptions:
  1. The legal descriptions are assumed correct.
  2. The project properties are appraised with free and clear title unless otherwise stated.
  3. In the absence of an environmental assessment and site audit, the value opinions are based on the assumption that no environmental hazards or liabilities exist, and that the appraised properties are environmentally clean relative to federal, state and local laws. The appraisals are subject to revision if the existence of environmental hazards or liabilities is found to be present.

- Pursuant to the USPAP, and the Scope of Work Rule, the project appraisal will be prepared as follows:
  1. Clearly and accurately set forth the appraisals in a non-misleading manner;
  2. Contain sufficient information for the intended users to properly understand the appraisals;
  3. Clearly disclose all assumptions, extraordinary assumptions, hypothetical conditions and limiting conditions used in the appraisal process.
  4. Identify the client and intended users;
  5. State the intended use of the appraisals;
  6. Identify the real estate (individual properties)
  7. Summarize the appraisal problem(s).
  8. State the real property interest appraised;
  9. State and define the type of value(s) sought and the source of the definition;
  10. State the effective date of the appraisals and date of the reports;
  11. Summarize the scope of work completed to develop the appraisals.
  12. State the use of the properties appraised;
  13. Determine its highest and best use of the individual properties as of the effective date of the appraisal.
  14. Summarize the information researched and analyzed, the methodology used and techniques employed to develop the value opinion and the reasoning that supports the analyses conclusions and opinions.
  15. Explain the exclusion of any approach.
  16. State all hypothetical conditions and extraordinary assumptions, and what effect their use has or may have on the assignment results;
  17. Reconcile the value conclusions from the various approaches used;
  18. Include signed certificates, according to Standard Rule 2.
  19. The work product will be delivered in a timely and equitable manner with due consideration of the time constraints as discussed with Austin Hill.
  
- The Appraiser shall not be liable for any delay due to circumstances beyond her control including physical inspections, or general delays.
  
- RM Hoefs & Associates, Inc. has and will keep in force during the term of this contract, the following insurance policies:
  - Comprehensive General Liability
  - Comprehensive Automobile Insurance (owned)
  - Professional Liability Insurance aka Errors and Omissions Insurance
  - Workman's Compensation



Rose M. Hoefs  
Certified General Appraiser ND #1063

March 15, 2019

Bid Submittal from: RM Hoefs & Associates, Inc; PO Box 3102, Fargo, North Dakota 58108  
 KLJ Engineering / City of Fargo

64th Avenue South Roadway Reconstruction

Estimated Number of Appraisals

Permanent ROW with Street & Utility Easements	3
Permanent ROW with Street & Utility and Drainage Easements	1
Street & Utility and Drainage Easements	1
Street & Utility Easements	5

Project SU-8992(039)040, PCN 21568

Basic Data Book Reporting Compliance USPAP Standard 2 and UASFLA Section D, NDCC 24-01 thru 24-.10 and 32-15, Appraisal Institute Ethics Provision

Research sales and verify salesn data entry  
 Project and comp inspections  
 Clerical preparation  
 Photo Addenda and Sales

Basic Data Book Reporting Compliance USPAP Standard 2 and UASFLA Section  
 Prepare initial template  
 Narrative with sale analysis and review

Subtotal Basic Data Book / Labor

Basic Data Book Associated Expenses, Profit  
 Estimated Payroll Tax Contribution  
 Office Overhead (rent, machines, supplies, etc.)

Subtotal  
 Profit Margin

TOTAL ESTIMATED COST BASIC DATA BOOK

Assigned	\$/Hr	Hrs	Quantity	Estimated	Subtotal I	Subtotal II	Total
Assigned	\$/Hr	Hours	Quantity	Estimated	Subtotal	Subtotal II	Total
Megan	\$ 20.00	60		\$ 1,200			
Rose	\$ 70.00	4	1	\$ 280			
Megan	\$ 20.00	3		\$ 60			
Rose	\$ 70.00	2		\$ 140	\$ 1,680		
<hr/>							
Megan	\$ 20.00	12		\$ 240			
Rose	\$ 70.00	60		\$ 4,200	\$ 4,440	\$ 6,120	
<hr/>							
				\$ 1,263			
				\$ 1,040	\$ 2,303	\$ 8,423	
<hr/>							
				\$ 1,179	\$ 1,179		\$ 9,602

Appraisal Preparation Compliance USPAP Standards 1 and 2, UASFLA Sections B and D, NDCC 24-01 thru 24-.10 and 32-15, Appraisal Institute Ethics Provision

Clerical Prep of files  
 Record Keeping, work file (time labor and materials)  
 File and Appraisal Prep

Inspection and Interview Compliance USPAP Standard 1 and UASFLA Section B, NDCC 24-01 thru 24-.10 and 32-15, Appraisal Institute Ethics Provision

Property Owner Inspections

Development Summary Appraisals: Compliance USPAP Standard 1 and UASFLA Section B, NDCC 24-01 thru 24-.10 and 32-15, Appraisal Institute Ethics Provision

Scope of Work / Consideration of Damages

Assigned	\$/Hr	Hrs	Quantity	Estimated	Subtotal	Subtotal II	Total
Assigned	\$/Hr	Hours	Quantity	Estimated	Subtotal	Subtotal II	Total
Megan	\$ 20.00	6	10	\$ 1,200			
Rose	\$ 70.00	2	10	\$ 1,400			
Rose	\$ 70.00	6	10	\$ 4,200	\$ 6,800		
<hr/>							
Rose	\$ 70.00	1	10	\$ 700	\$ 700		
<hr/>							
Rose	\$ 70.00	8	10	\$ 5,600	\$ 5,600		

**Summary Appraisals / Reporting / Compliance USPAP Standard 2 and UASFPA Section D, NDCC 24-01 thru 24-10 and 32-15, Appraisal Institute Ethics Provision**

Narrative estimating 10 reports and review  
Admin preparation and publish

Subtotal / Appraisal Cost  
**Appraisals / Associated Expenses, Profit**  
Estimated Payroll Tax Contribution  
Office Overhead (rent, machines, supplies, etc.)

Subtotal  
Profit Margin

**TOTAL ESTIMATED COST APPRAISALS**

**Total Estimated Cost / Project including Appraisals and Basic Data**

Assigned	Rate	Hours	Quantity	Estimated	Subtotal	Subtotal II	Total
Rose	\$ 70.00	12	10	\$ 8,400			
Megan	\$ 20.00	4	10	\$ 800			
					\$ 9,200		
						\$ 22,300	
				\$ 4,601			
				\$ 3,791			
					\$ 8,392		\$ 30,692
				\$ 4,297			\$ 4,297
							\$ 34,989
							\$ 44,591

**SUMMARY**

	Labor	Overhead	Profit	Total Estimated Cost	Direct Reimbursable Expenses
Appraisals	\$ 23,400	\$ 8,392	\$ 4,297	\$ 34,989	\$0
Basic Data Book	\$ 6,120	\$ 2,303	\$ 1,179	\$ 9,602	\$0
<b>Summary Project Cost, Excluding Reimbursable Expenses</b>	<b>\$ 29,520</b>	<b>\$ 10,695</b>	<b>\$ 5,476</b>	<b>\$ 44,591</b>	<b>\$0</b>
Percentages / Project Costs	66.20%	23.98%	12.28%	102.47%	


The preceding estimate does not include preparation for litigation.



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**MEMORANDUM**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: JIM GILMOUR, STRATEGIC PLANNING DIRECTOR** 

**DATE: APRIL 3, 2019**

**SUBJECT: PARKING RAMP AT BROADWAY AND 4TH AVENUE NORTH**

Additional parking is needed in downtown Fargo. There are waiting lists at parking facilities located north of Main Avenue and new business are reluctant to lease space without available parking for employees. New developments are planned for surface parking lots, which will remove more surface parking.

A parking study conducted a few years ago identified two good locations for parking ramps, the site of the Roberts Commons garage and the site on the northeast corner of Broadway and 4th Avenue North.

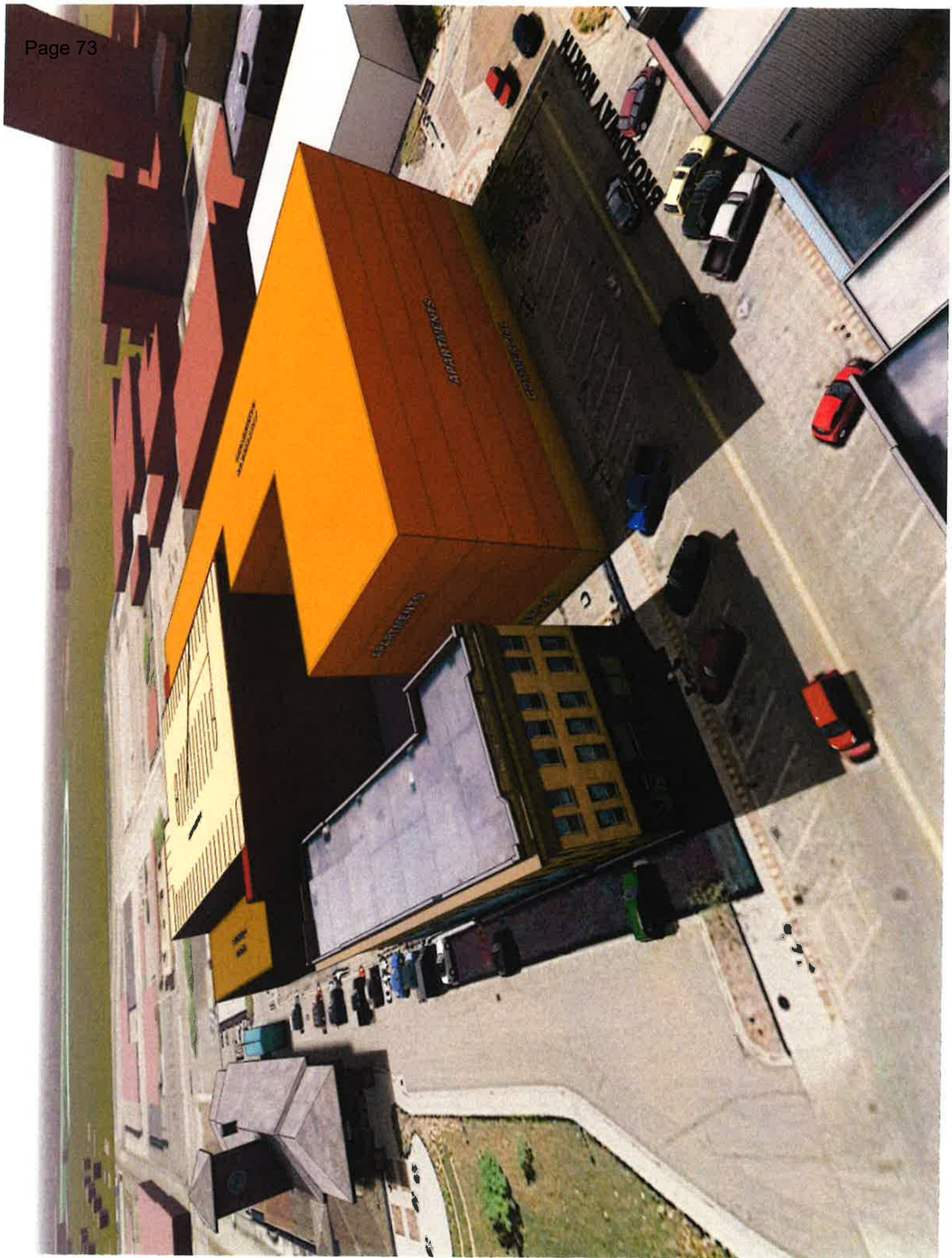
Kilbourne Group owns the property on the northeast corner of Broadway and 4th Avenue North and are willing to work with the City of Fargo on another mixed-use development similar to Roberts Commons. The property once was the site of the Mercantile Building, which is the proposed name of the development.

The Parking Commission is in favor of the City of Fargo building a parking ramp on this site. A preliminary concept is attached for your information. The concept would include a parking garage of about 370 parking spaces, a private building with main floor commercial space and about 100 housing units.

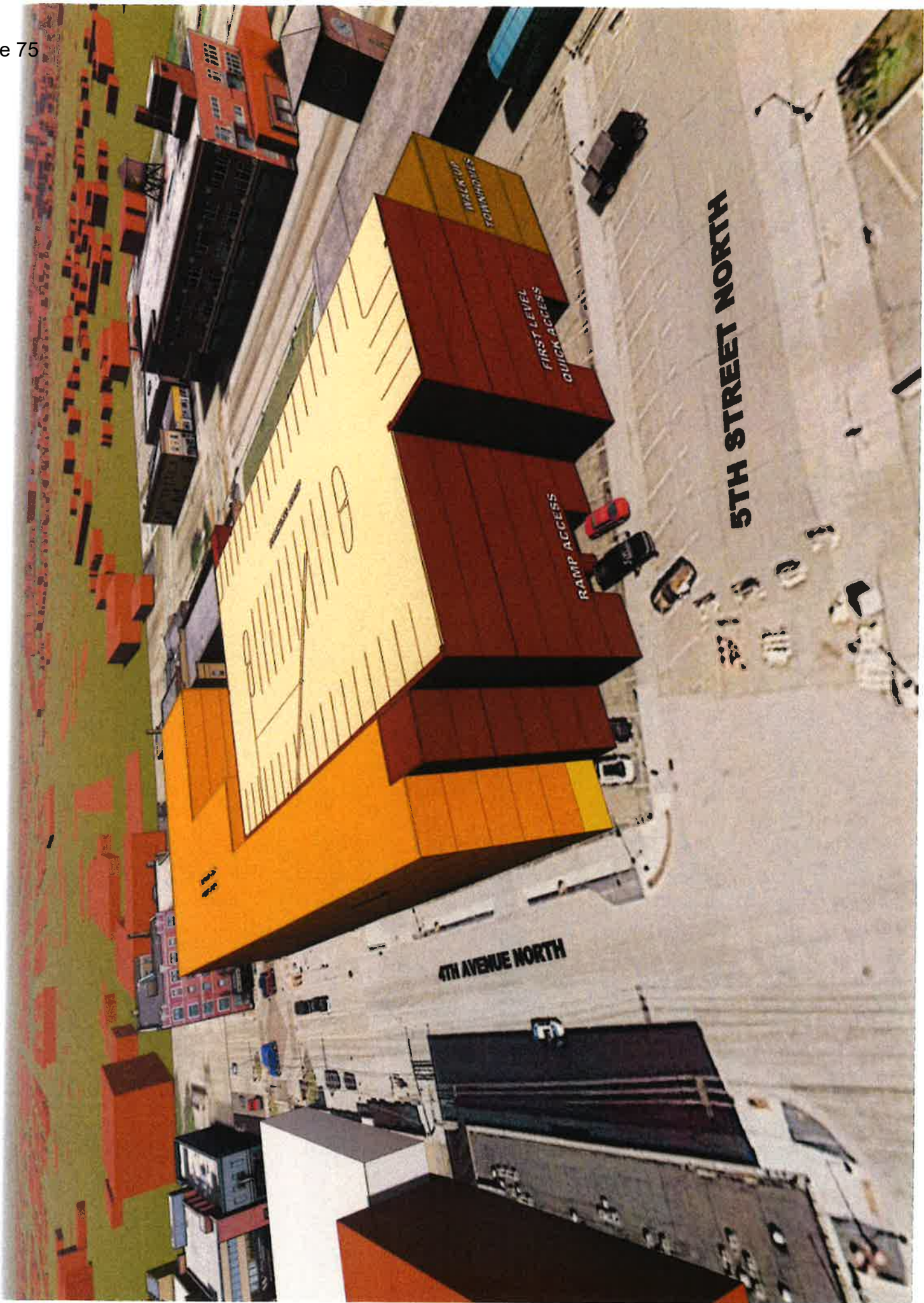
The next steps are to prepare a Development Agreement and financing plan for consideration by the City Commission.

**RECOMMENDED MOTION:** To direct the City Attorney and appropriate staff to draft a Development Agreement and financing plan for a parking garage on the Mercantile site on the northeast corner of Broadway and 4th Avenue North.







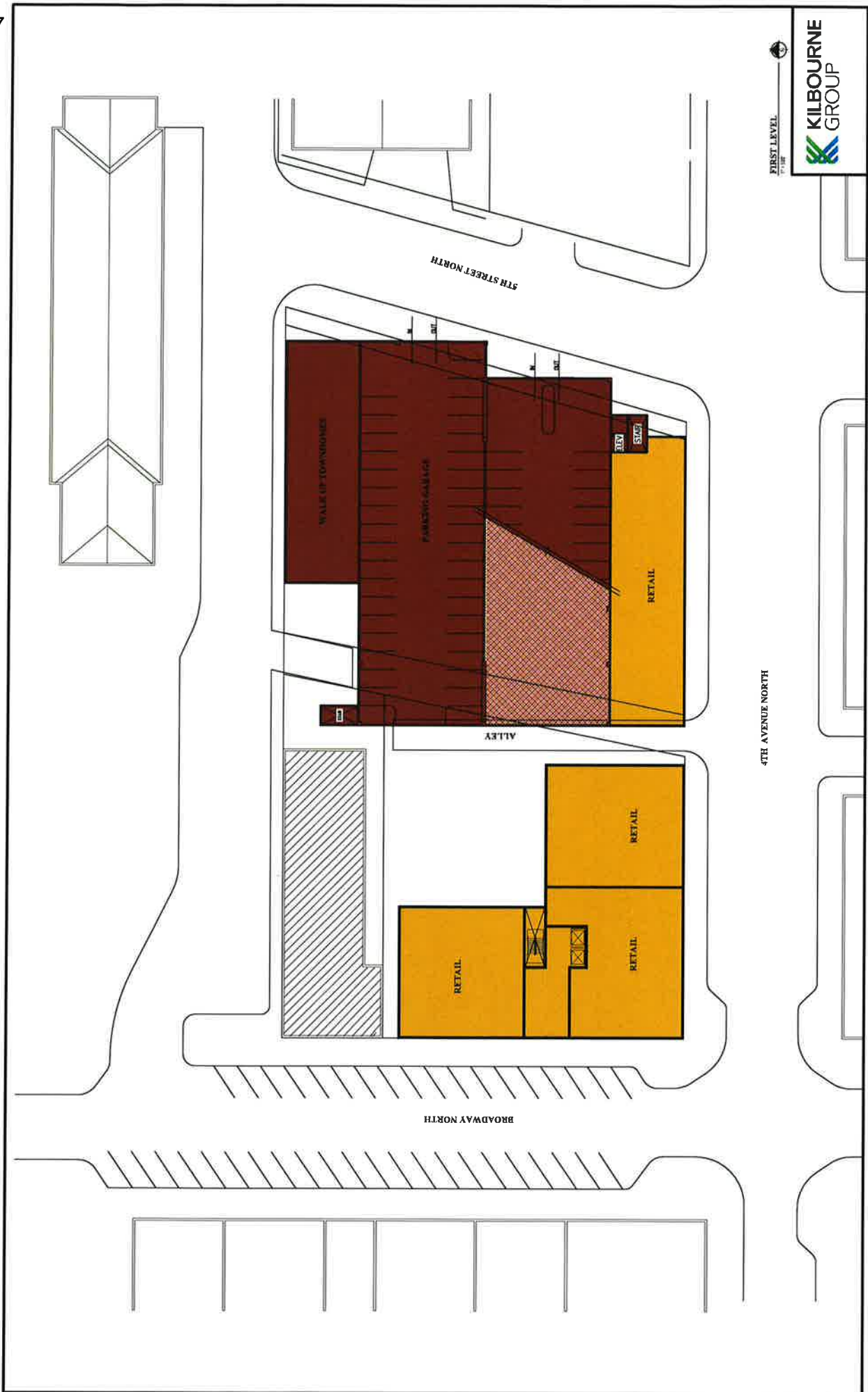


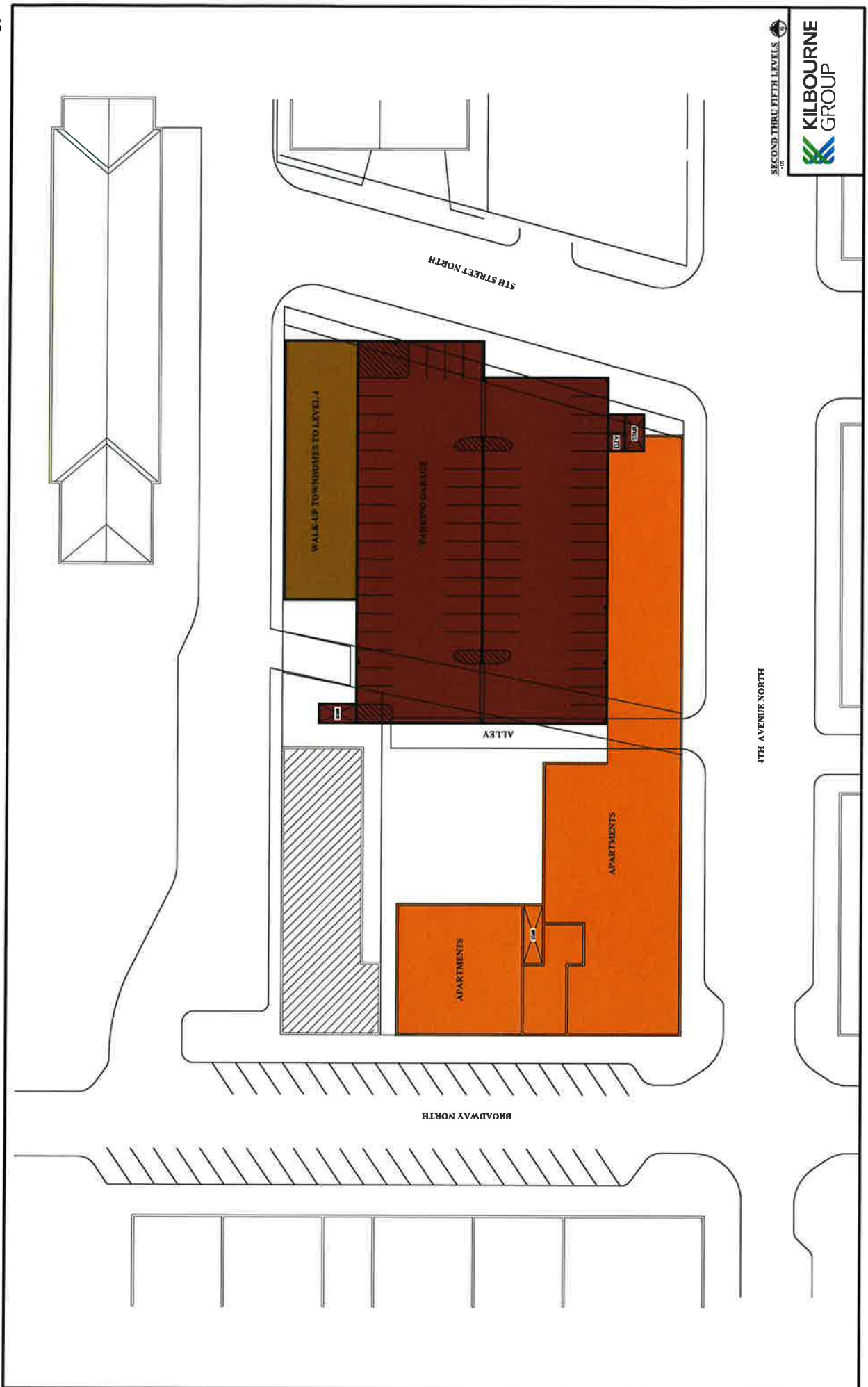
**5TH STREET NORTH**

**4TH AVENUE NORTH**

Fargo Mercantile Company building at 401-403 Broadway, 1909 (2006.15.40)

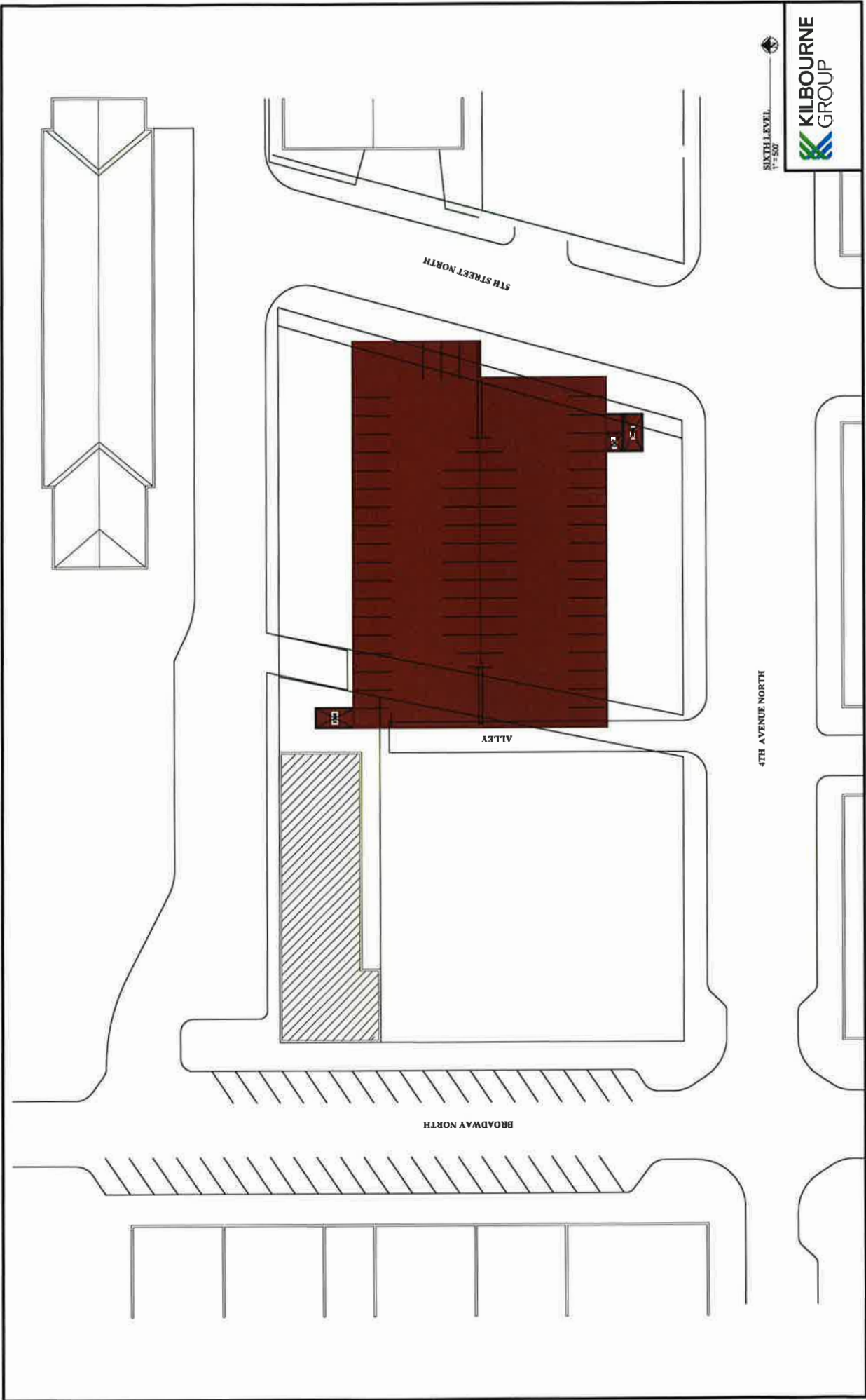






SECOND THRU FIFTH LEVELS





SIXTH LEVEL  
1" = 50'

