



SRF 12462.PP

February 8, 2019

Mr. Lance Lang, AICP ASLA
Principal Planner
City of Minot Planning Department
PO Box 5006
Minot, ND, 58702

Subject: Planning Services – Comprehensive Zoning Ordinance Update
City of Minot ND

Dear Mr. Lang:

Based on your request, SRF Consulting Group, Inc. (SRF) is pleased to submit this proposal to provide professional services to assist with a comprehensive update of the zoning ordinance.

Scope of Services

We propose to carry out the services described below. Note that Scott Harmstead, AICP (located in Bismarck) will serve as the project manager and Tim Magnusson (located in Fargo) will serve as deputy project manager.

Task 1 – Ordinance Approach

Task 1.1 – Review Existing Documentation

Review the following prior to meeting with the City Planner (current Principal Planner):

- Record of ordinance updates provided by the City Planner to understand the scope of recent changes.
- Comprehensive Plan to understand the intent/policy support for zoning ordinance regulations.
- Meeting minutes from any recent public meetings held regarding zoning ordinance changes. Minutes to be provided by the City Planner.

Task 1.2 – Prepare Strategy

Meet with the City Planner at the city offices to review and outline a strategy. Includes a full business day and travel time from Bismarck to Minot.

Task 1.3 – Prepare Approach Document

Prepare the document that outlines the approach for the comprehensive zoning ordinance update in memo/report format. Provide a draft for review by the City Planner and City Attorney. Revise based on comments (two rounds of revisions are included).

Task 1 Subtotal: \$9,242.00 (\$9,092 labor, \$150 expenses)

Task 2 – Steering Committee Meetings

SRF's project manager, Scott Harmstead, will attend two Zoning Ordinance Steering Committee meetings each month, including one in-person and another via phone and/or video. This includes up to 10 in-person meetings and 10 meetings via phone and/or video. Each in-person meeting is allotted 8 hours, including 2 hours for the meeting, 3.5 hours for travel, 1 hour to create the record of meeting, and 1.5 hours to coordinate with the City Planner before and after. Each video meeting is allotted 3 hours, including attendance and taking notes.

SRF's deputy project manager, Tim Magnusson, will attend all meetings (up to 20) via video. Each meeting includes 3 hours for attendance and note-taking.

Task 2 Subtotal: \$28,440.00 (\$27,040 labor, \$1,400 expenses). The unit cost per in-person meeting is \$2,024 and for each video meeting is \$950.

Task 3 – Ordinance Development and Document Formatting

Task 3.1 – Prepare Ordinance Material

Lead the preparation of Zoning Ordinance Update language for initial review and revision by the city planner and then for review by the Steering Committee. Revise language based on Steering Committee review. Note that some draft Zoning Ordinance materials have been developed by the City Planner already—SRF will be responsible for reviewing and revising these materials in coordination with the City Planner, prior to Steering Committee review. Each draft chapter will also be sent to the City Attorney two weeks prior to each Steering Committee meeting—SRF will assist in coordinating this review. All chapters of the existing Zoning Ordinance that have yet to be worked on are included in this task. The final product for each chapter is anticipated to be in Microsoft Word and PDF formats, with active hyperlinks for web use. Each chapter will be reformatted to include tables and diagrams where possible. For example, Chapter 30 (Administrative Procedures) could include flow charts to simply show the process that various planning applications must navigate.

Task 3.2 – Create New Graphics as Necessary

SRF will create additional graphics as follows, per major section, if necessary:

- 10 additional graphics for the zoning district chapters (20 total graphics for the zoning district chapters).
- 4 additional graphics for Chapter 21 - Height, Areas, and Yard Requirements (5 total graphics for Chapter 21).
- 2 additional graphics for Chapter 22 - Signage Regulations (on and off-premise signs) (5 total graphics for Chapter 22).
- 9 additional graphics for Chapter 23 - Off-street Parking and Loading Requirements (10 total graphics for Chapter 23).
- 10 additional graphics for Chapter 24 - Landscaping (20 total graphics for Chapter 24).
- 10 graphics for Chapter 28 - Land Subdivision Regulations (10 total graphics for Chapter 28).
- 4 additional graphics for Chapter 2 - Definitions (15 total graphics for Chapter 2).

Task 3 Subtotal: \$63,185.00 (\$62,910 labor, \$275 expenses)

Task 4 – Public Meetings

Work with the City Planner to coordinate and host up to two public meetings. The meetings will be held in an open house format with a formal presentation. This will be followed by several posters (or "stations") with information about the proposed ordinance changes. Attendees will be able to review and ask questions of staff and consultants in an informal setting.

Task 4.1 – Preparation

This preparation includes various meeting materials (posters, presentation, handouts, etc.). In addition, coordination with City staff to prepare materials.

Task 4.2 – Meeting Notices

Coordination and assistance to staff in preparation of newspaper notice. It is assumed that City staff will submit all meeting notices and pay all publishing costs. However, SRF will assist in writing the notices.

Task 4.3 – Other Outreach

SRF will prepare other means of meeting outreach. This includes notices for distribution on community social media pages and an email blast to be distributed by Zoning Ordinance Steering Committee members and other community stakeholders with extensive email contacts.

Task 4.4 – Host Meetings

SRF will host all two public meetings in coordination with City staff. Both SRF's project manager and deputy project manager will host all meetings. The City Planner will be responsible for inviting key City staff to answer issue-specific questions (such as with issues pertaining to engineering or code enforcement).

Task 4 Subtotal: \$13,028.00 (\$12,448 labor, \$580 expenses)

Task 5 – Update Finalization

Task 5.1 – Planning Commission

Attend and respond to questions (and present if necessary) at up to three Planning Commission meetings for review of the entire Zoning Ordinance Update.

Task 5.2 – City Council

Attend and respond to questions (and present if necessary) at the first reading of the Zoning Ordinance Update at the City Council.

Task 5 Subtotal: \$5,898.00 (\$5,248 labor, \$650 expenses)

Task 6 – Project Management

Includes getting the project set up, maintaining project files, monitoring budget and timeline, reviewing invoices, and frequently coordinating with the City Planner. Scott Harmstead will manage all day-to-day project activities. Tim Magnusson will review all draft materials for Quality Assurance/Quality Control (QA/QC).

Task 6 Subtotal: \$15,840.00 (all labor)

Schedule

We will complete this work within a mutually agreed-upon time schedule.

Basis of Payment/Budget

We propose to be reimbursed for our services on an hourly basis for the actual time expended. Other direct project expenses such as printing, supplies, reproduction, etc., will be billed at cost and mileage will be billed at the current allowable IRS rate for business miles. Invoices are submitted on a monthly basis for work performed during the previous month. Payment is due within 30 days.

Based on our understanding of the project and our scope of services, we estimate the cost of our services to be \$135,633.00, which includes both time and expenses.

Changes in the Scope of Services

It is understood that if the scope or extent of work changes, the cost will be adjusted accordingly. Before any out-of-scope work is initiated, however, we will submit a budget request for the new work and will not begin work until we receive authorization from you.

Standard Terms and Conditions

The attached Standard Terms and Conditions (Attachment A), together with this proposal for professional services, constitute the entire agreement between the Client and SRF Consulting Group, Inc. and supersede all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Acceptance/Notice to Proceed

A signed copy of this proposal, mailed or emailed to our office, will serve as acceptance of this proposal and our notice to proceed. The email address is sharmstead@srfconsulting.com.

We sincerely appreciate your consideration of this proposal and look forward to working with you on this project. Please feel free to contact us if you have any questions or need additional information.

Sincerely,

SRF CONSULTING GROUP, INC.



Scott Harmstead, AICP
Senior Associate



Dave Montebello, PE
President

SH/DM/lf

Attachment A – Standard Terms and Conditions

Approved

(signature)
Name _____
Title _____
Date _____

This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal.

ATTACHMENT A

STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions together with the attached Proposal for Professional Services constitute the entire Agreement between the CLIENT and SRF Consulting Group, Inc. ("SRF") and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

1. STANDARD OF CARE

- a. The standard of care for all professional services performed or furnished by SRF under this Agreement will be the care and skill ordinarily used in the profession practicing under similar circumstances. SRF makes no warranties, expressed or implied, under the Agreement or otherwise, in connection with SRF's service.
- b. The CLIENT shall be responsible for, and SRF may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to SRF pursuant to this Agreement. SRF may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

2. INDEPENDENT CONTRACTOR

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and SRF and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or SRF. SRF's services under this Agreement are being performed solely for the CLIENT's benefit, and no other entity shall have any claims against SRF because of this Agreement or the performance or nonperformance of services hereunder.

3. PAYMENT TO SRF

Invoices will be prepared in accordance with SRF's standard invoicing practices and will be submitted to the CLIENT by SRF monthly, unless otherwise agreed. Invoices are due and payable within thirty (30) days of receipt. If the CLIENT fails to make any payment due SRF for services and expenses within forty-five (45) days after receipt of SRF's invoice thereafter, the amounts due SRF will be increased at the rate of 1-1/2% per month (or the maximum rate of interest permitted by law, if less). In addition, SRF may, after giving seven days written notice to the CLIENT, suspend services under this Agreement until SRF has been paid in full of amounts due for services, expenses, and other related charges.

4. OPINION OF PROBABLE CONSTRUCTION COST

Any opinions of costs prepared by SRF represent its judgment as a design professional and are furnished for the general guidance of the CLIENT. Since SRF has no control over the cost of labor, materials, market condition, or competitive bidding, SRF does not guarantee the accuracy of such cost opinions as compared to contractor or supplier bids or actual cost to the CLIENT.

5. INSURANCE

SRF will maintain insurance coverage for Workers' Compensation, General Liability, Automobile Liability and Professional Liability and will provide certificates of insurance to the CLIENT upon request.

6. INDEMNIFICATION AND ALLOCATION OF RISK

- a. To the fullest extent permitted by North Dakota law, SRF agrees to indemnify and hold harmless the CLIENT, their officers, directors and employees against all damages, liabilities or costs (including reasonable attorneys' fees and defense costs) to the extent caused by SRF's negligent acts under this Agreement and that of its subconsultants or anyone for whom SRF is legally liable.
- b. To the fullest extent permitted by North Dakota law, the CLIENT agrees to indemnify and hold harmless SRF, their officers, directors and employees against all damages, liabilities or costs to the extent caused by the CLIENT's negligent acts under this Agreement and anyone for whom the CLIENT is legally liable.

7. TERMINATION OF AGREEMENT

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, the CLIENT shall pay to SRF all amounts owing to SRF under this Agreement, for all work performed up to the effective date of termination.

8. OWNERSHIP AND REUSE OF DOCUMENTS

All documents prepared or furnished by SRF pursuant to this Agreement are instruments of service, and SRF shall retain an ownership and property interest therein. Reuse of any such documents by the CLIENT shall be at CLIENT's sole risk; and the CLIENT agrees to indemnify, and hold SRF harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by the CLIENT or by others acting through the CLIENT.

9. USE OF ELECTRONIC MEDIA

- a. Copies of Documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by SRF. Files in electronic media format of text, data, graphics, or of other types that are furnished by SRF to the CLIENT are only for convenience of the CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
- b. When transferring documents in electronic media format, SRF makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by SRF at the beginning of this Assignment.
- c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
- d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of this data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within sixty (60) days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the sixty (60) day acceptance period will be corrected by the party delivering the electronic files. SRF shall not be responsible to maintain documents stored in electronic media format after acceptance by the CLIENT.

10. FORCE MAJEURE

SRF shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond SRF's reasonable control.

11. ASSIGNMENT

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

12. BINDING EFFECT

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

13. SEVERABILITY AND WAIVER OF PROVISIONS

Any provisions or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CLIENT and SRF, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

14. SURVIVAL

All provisions of this Agreement regarding Ownership of Documents and Reuse of Documents, Electronic Media provisions, Indemnification and Allocation of Risk, and Dispute Resolution shall remain in effect.

15. DISPUTE RESOLUTION

CLIENT and SRF agree to use their best efforts to resolve amicably any dispute. In the event that a dispute cannot be resolved, upon the joint concurrence of the parties to the selection of a mediator, the dispute will be submitted to mediation.

16. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of North Dakota.

17. SITE SAFETY

SRF shall not at any time supervise, direct, control or have authority over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety and security precautions and programs in connection with the work performed by any Contractor for the Project, nor for any failure of any Contractor to comply with laws and regulations applicable to such Contractor's work, since these are solely the Contractor's rights and responsibilities. SRF shall not be responsible for the acts or omissions of any Contractor or Owner, or any of their agents or employees, or of any other persons (except SRF's own employees and consultants), furnishing or performing any work for the Project, except as specifically outlined in SRF's scope of services.