

## People Who Mow in Town

Ben Rogers	#450-6721
Dan Kolve	#470-6548
Josh Riphenburg	#450-8445

# PLANNING ASSISTANCE CONTRACT

between  
JAMES H. YEAGLEY  
and  
THE CITY OF SHELBY

This contract made and entered into this 1<sup>st</sup> day of July, 2018, by and between the CITY OF SHELBY, MONTANA, a subdivision of the State of Montana, Shelby, MT 59474, acting by and through its duly elected Mayor (hereinafter referred to as the City), and JAMES H. YEAGLEY, 705 Central Avenue, Great Falls, MT 59401 (hereinafter referred to as the Planner).

## WITNESSETH THAT:

WHEREAS, the City desires to engage the Planner to render certain technical or professional service hereafter described in connection with and undertaking to be financed by the City.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

**EMPLOYMENT:** The City hereby agrees to engage the Planner as contractor who hereby agrees to perform the services hereinafter set forth in connection with this contract. Planner will complete the Independent Contractor Checklist, attached as Exhibit A.

**AREA COVERED:** The Planner shall perform all the necessary services provided under this contract in connection with the City's jurisdictional area.

**SCOPE OF SERVICE:** The Planner shall do, perform and carry out in a satisfactory and proper manner, as determined by the City, the following functions and services:

- Assist the City-County Planning Board and the City Council in incorporating the Shelby Comprehensive Plan in local land use decisions.
- Update the City's capital improvements plan and growth policy.
- Review and make recommendations on subdivision proposals and zoning matters for the planning board.
- Miscellaneous planning services as required.

**PERSONNEL:** The Planner will perform all of the services required hereunder, and the Planner engaged in work shall be fully qualified to perform such services.

**TIME OF PERFORMANCE:** The services of the Planner are to commence after the execution of this contract, and shall be undertaken and completed in such a sequence as to assure their expeditious completion.

**COMPENSATION:** The City agrees to pay the Planner \$25.00 per hour, up to a maximum of \$600.00 per month.

**METHOD OF PAYMENT:** The Planner shall submit a bill monthly with a detailed breakdown of date, time and work performed to the City.

**TERMINATION OF CONTRACT:** This contract shall be terminated on June 30, 2019.

**CHANGES:** The City may, from time to time, require changes in the Scope of Services to be performed hereunder or the Planner may, from time to time, request changes in the Scope of Services to be performed hereunder. Such changes, which are mutually agreed upon by and between the Planner and the City, shall be incorporated in written amendments to this contract.

**FINDINGS CONFIDENTIAL:** Any reports, information, data, etc., given to or prepared or assembled by the Planner under this contract, which the City requires be kept confidential, shall not be made available to any individual or organization by the Planner without prior written approval by the City.

**INDEPENDENT CONTRACTOR:** Planner is an independent contractor with respect to the City and nothing in this agreement is intended nor shall be construed to create between the City and Planner an employer/employee relationship, a joint venture relationship, a principal/agent relationship, a partnership or to allow the City to exercise control or direction over the manner or method by which the Planner provided his professional services; provided always that such services shall be provided in a manner consistent with the professional standards governing such services and all laws, rules and regulatory requirements applicable thereto. Planner understands and agrees that (1) the City will not pay or withhold on behalf of Planner any sum for income tax, unemployment insurance, social security, worker's compensation, or any other withholding pursuant to any law or requirement of any governmental body, and (2) all of such payments and withholdings are the sole responsibility of Planner, and (3) Planner will hold harmless, indemnify and defend the City against any claim arising out of its failure to withhold any amount from Planner's compensation. None of the benefits provided by the City to its employees shall be available to Planner unless specifically provided herein.

**ABSENCES, INABILITY TO PERFORM AND TERMINATION:** This agreement may be terminated on the occurrence of any of the following events:

a) If Planner or the City fails to fully abide by the terms of this agreement, provided, however, that the non-breaching party shall first give the breaching party notice in writing of the breach(s) or default(s) claimed, and provided, further, that the breaching party shall have thirty (30) days from delivery of the notice to cure and correct the breach or default claimed. Any notice given shall be delivered to the City at the offices of the City, Shelby, Montana, and to Planner at his address above set forth, or such other address as he shall furnish to the Mayor of Shelby in writing. The notice shall be effective on mailing as evidenced by the post office cancellation.

b) Immediately, if Planner fails to maintain and uphold the standards and ethics of his profession.

c) Immediately, on death or disability of Planner. For purposes of this agreement, disability shall be defined as the inability or unwillingness of Planner to practice his profession or to perform his obligations under this contract by reason of physical, mental or emotional sickness, injury or impairment for a period of thirty (30) consecutive days or for a period of forty-five (45) days in the aggregate during the term of this agreement.

d) Either party shall have the right and privilege to terminate this contract at any time by submitting written notice of intent to terminate this contract at least ninety (90) days prior to the designated termination date. This notification need not include the reason for termination.

**RECORDS:** Planner shall keep and maintain, at his office in the City of Shelby, all records and documents applicable to the performance of his duties under this contract along with any other documents, records and reports that may be legally required by any law, rule or regulation of the State of Montana. All of said documents and records shall be and remain the property of the City of Shelby and shall be available, unless specifically prohibited by Montana rule or code, for inspection and utilization, as necessary, by authorized officers and departments of the City of Shelby.

**PRIOR AGREEMENT & AMENDMENT:** This agreement supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof and there are no agreements or representations between the parties relating to the subject matter hereof other than those expressly contained herein. This agreement may not be modified orally and no attempt at modification or amendment shall be binding unless it is in writing and signed by the parties hereto.

**ASSIGNMENT PROHIBITED:** Neither this agreement nor any interest or claim hereunder shall be assigned or transferred by either party.

**INTERPRETATION OF CONTRACT:** The entire agreement between the parties with respect to the subject matter herein is contained in this contract which shall be governed by the laws of the State of Montana, and, unless expressly provided herein to the contrary, is solely for the benefit of parties hereto. Any court of competent jurisdiction of the State of Montana shall have exclusive jurisdiction over the subject matter of this agreement and over the parties hereto.

**SEVERABILITY:** Each of the provisions of this contract shall be severable, one from the other, and if any part or portion thereof shall be held invalid by any court of competent jurisdiction, the other part and portions hereof shall, nevertheless, for all purposes, remain in full force and effect.

IN WITNESS OF the City of Shelby and James H. Yeagley have executed this agreement as of the date first above written.

  
\_\_\_\_\_  
JAMES H. YEAGLEY, Planner

\_\_\_\_\_  
*Gary McDermott, Mayor*

*ATTEST:*

\_\_\_\_\_  
*Jade Goroski, Finance Officer*

**EXHIBIT A  
INDEPENDENT CONTRACTOR CHECKLIST**

Any Contractor who is an individual, or a company without a separate federal identification number for tax purposes, must answer the questions and sign the form. This form must be attached to the Contract.

Name of proposed independent contractor: James H Yeagley

Federal Tax ID# [REDACTED]

*I certify that the following is true and I will comply:*

	YES	NO
I provide similar services to other clients and/or businesses.	X	
I engage in entrepreneurial activities in an established trade, occupation or business and am at risk for profit or loss.	X	
I will receive little or no training, supervision, or instruction from the City of Shelby, other than conveying the scope of service desired.	X	
I am not a current employee of the City of Shelby.	X	
I will be responsible for determining means and methods to use in performing the services at my own expense and on my own time.	X	
I will provide my own transportation vehicle, office space, computer, supplies, equipment, training, certifications, or conferences necessary to perform services.	X	
I will maintain worker's compensation coverage OR provide a copy of exemption from worker's compensation coverage under MCA Section 39-71-401.	X	
I will set my own priorities on time, amount of effort, and hours of work, to accomplish the services within stated time frame.	X	
I will be paid in a manner consistent with others in the same trade, occupation, profession or business.	X	
I will comply with all Montana laws including but not limited to the requirements of the Montana Department of Labor & Industry regarding independent contractor exemption certificates.	X	

Information regarding this requirement may be found <http://erd.dli.mt.gov/workers-comp-regulations/montana-contractor/independent-contractor-central-unit.html> or by contacting Montana Department of Labor and Industry at (406) 444-9029.

Provide a detailed explanation of any of the above questions that are answered "no."

\_\_\_\_\_

James H Yeagley James H Yeagley July 1, 2018  
Contractor Printed Name and Signature Date

# Notice to Proceed

Date: July 19, 2018

Project: Shelby Wastewater Treatment Facility Expansion	
Owner: City of Shelby	Owner's Contract No.: C301280
Contract: Base Bid	Engineer's Project No.: 4414020
Contractor: Helena Sand & Gravel, Inc.	
Contractor's Address: 2209 Airport Road	
Helena, MT 59601	

You are notified that the Contract Times under the above Contract will commence to run on June 13, 2018. On or before that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 4 of the Agreement, the numbers of days to achieve Substantial Completion is 215, and the number of days to achieve readiness for final payment is 245.

Before you may start any Work at the Site, Paragraph 2.01.B of the General Conditions provides that you and Owner must each deliver to the other (with copies to Engineer and other identified additional insured and loss payees) certificates of insurance which each is required to purchase and maintain in accordance with the Contract Documents.

City of Shelby  
Owner

Given by: [Signature]  
Authorized Signature

Mayor  
Title

July 19, 2018  
Date

Copy to Engineer



**Recreation Passes**

*Monthly pass prices are pro-rated by the day of purchase.*

<b>Pass</b>	<b>Civic Center or Pool Fee</b>	<b>Civic Center and Pool Fee</b>
Family	45.00	60.00
Adult (18 & over)	40.00	55.00
Student (9-17)	35.00	50.00
Child (3-8)	30.00	45.00
Civic Center Walking Pass is \$30.00 annually		
Shelby Swimming Pool early morning pass is \$60.00 annually		

**UNIFORM APPLICATION FORM  
FOR MONTANA PUBLIC FACILITY PROJECTS**

(Please type or print legibly)

**SECTION A - CERTIFICATION**

To the best of my knowledge and belief, the information provided in this application and in the attached documents is true and correct.

Name (printed): Dr. Larry Bonderud

Title (printed): Board President  
Chief Elected Official or Authorized Representative

Signature: 

Date: 02/07/2018

**SECTION B - SUMMARY INFORMATION**

1. NAME OF APPLICANT(S): North Central Montana Regional Water Authority
2. TYPE OF ENTITY: Regional Water Authority
3. FEDERAL TAX ID NUMBER: 81-0532842
4. TYPE OF PROJECT: Construction of and pipe line purchase for Segment W5: Shelby to Oilmont CWD and Nine Mile CWSD
5. SENATE AND HOUSE DISTRICTS: SD 9, 16, 17, 14, 8 / HD 18, 17, 32, 33, 28, 27, 16
- 5a. NAMES OF SENATOR(S) AND REPRESENTATIVE(S): SD 9 Llew Jones, 16 Frank Smith, 17 Mike Lang, 14 Russel Temple, 8 Lea Whitford/ HD 18 Rob Cook, 17 Ross Fitzgerald, 32 Jonathan Windy Boy, 33 Casey Knudsen, 28 Jacob Bachmeier, 27 James O'Hara, 16 Susan Webber
6. POPULATION SERVED BY PROJECT: 410
- 6a. NUMBER OF HOUSEHOLDS SERVED BY PROJECT: Not Applicable - see discussion provided
7. DUNS Number (for CDBG applicants only): Not Applicable

**8. CHIEF ELECTED OFFICIAL OR AUTHORIZED REPRESENTATIVE: (Authority)**

Larry Bonderud  
(Name)  
President  
(Title)  
P.O. Box 2456  
(Street/PO Box)  
Havre, MT 59501  
(City/State/Zip)  
(406)450-5196 (866)591-2672  
(Telephone) (FAX No)  
mayorlar@gmail.com  
(E Mail address)

**10. PROJECT ENGINEER/ARCHITECT:**

Tim Uribe, PE and Nathan Weisenburger, PE  
(Name of Engineer)  
Kadmas, Lee & Jackson and Advanced Engineering & Environmental Services, Inc.  
(Name of Firm)  
300 15<sup>th</sup> Street South, Suite 107  
(Street/PO Box)  
Great Falls MT 59404  
(City/State/Zip)  
(406)268-0626 (406) 268-0628  
(Telephone) (FAX No)  
Brad.Koon@kljeng.com  
nate.weisenburger@ae2s.com  
(E Mail address)

**12. LEGAL COUNSEL: (Authority)**

Steve Wade  
(Name)  
Browning, Kaleczyc, Berry & Hoven  
(Firm)  
139 North Last Chance Gulch  
(Street/PO Box)  
Helena MT 59601  
(City/State/Zip)  
(406)443-6820 (406)443-6883  
(Telephone) (FAX No)  
steve@bkbh.com  
(E Mail address)

**14. CLERK/CHIEF FINANCIAL OFFICER: (Authority)**

Jody Hellegaard  
(Name)  
General Manager  
(Title)  
P.O. Box 2456  
(Street/PO Box)  
Havre, MT 59501  
(City/State/Zip)  
(406)945-4343  
(Telephone) (FAX No)  
jody@ncmrwa.com  
(E Mail address)

**9. PRIMARY CONTACT PERSON - Authority**

Jody Hellegaard  
(Name)  
General Manager  
(Title)  
P.O. Box 2456  
(Street/PO Box)  
Havre, MT 59501  
(City/State/Zip)  
(406)945-4343  
(Telephone) (FAX No)  
jody@ncmrwa.com  
(E Mail address)

**9. GRANT/LOAN ADMINISTRATOR:**

Jennifer Patrick  
(Name)  
Administrative & Tech Support Specialist  
(Title)  
P.O. Box 2456  
(Street/PO Box)  
Havre, MT 59501  
(City/State/Zip)  
(406)945-3383 (866)591-2672  
(Telephone) (FAX No)  
jenn@ncmrwa.com  
(E Mail address)

**13. BOND COUNSEL: (Authority)**

Erin McCrady  
(Name)  
Bond Counsel  
(Title)  
125 Bank Street, Suite 600  
(Street/PO Box)  
Missoula MT 59802  
(City/State/Zip)  
406-329-5585 406-258-0603  
(Telephone) (FAX No)  
Mccrady.erin@dorsey.com  
(E Mail address)

**15. ACCOUNTANT: (Authority)**

Jody Hellegaard  
(Name of Accountant)  
General Manager  
(Name of Firm)  
P.O. Box 2456  
(Street/PO Box)  
Havre, MT 59501  
(City/State/Zip)  
(406)945-4343  
(Telephone) (FAX No)  
jody@ncmrwa.com  
(E Mail address)

## 16. BRIEF PROJECT SUMMARY:

### Historical Information -

**The Rocky Boy's / North Central Montana Regional Water System** - The Chippewa Cree Tribe of the Rocky Boy's Reservation and the State of Montana negotiated a settlement of the Tribe's Water Rights Claims. The Compact, ratified by the 1997 Montana Legislature and signed by President Clinton in December of 1999, provides a water allocation to the Tribe from Tiber Reservoir south of Chester, MT.

The legislation authorizing the construction of the Rocky Boy's/North Central Montana Regional Water System (NCRMWS) Project was introduced into Congress in April 2001. In December of 2002, the Bill was passed by Congress (see Public Law Number 107-331). The authorization was signed by President Bush on December 13, 2002.

The project is located in North Central Montana in Chouteau, Glacier, Hill, Liberty, Pondera, Teton and Toole Counties. The project area generally consists of plains-land of North Central Montana in the Marias, Milk, Teton, and Missouri River drainages. A detailed discussion of the environmental resources of the study area is presented in the Rocky Boy's/NCRMWS Environmental Assessment.

The system consists of a Core System, Non-Core System and On-Reservation water distribution system. The Core and On-Reservation water distribution systems will provide water to the Rocky Boy's Reservation and will be held in trust by the United States for the Tribe. The Non-Core system will provide wholesale water service to off-reservation systems and will be owned by the North Central Montana Regional Water Authority (NCRMWA). Existing municipal and rural water district systems currently deliver water to off-reservation users that will receive wholesale water from this project. The existing distribution systems are not part of this project and are not under the control of the NCRMWA or Tribe.

---

### Problem –

#### **Non-Core System: Segment W5: Shelby to Oilmont CWD and Nine Mile CWSD TSEP-RWS Funding Request**

– The NCRMWA is applying for TSEP-RWS funding in the amount of \$661,680 for infrastructure acquisition for Segment W5 Shelby to Oilmont CWD and Nine Mile CWSD, a portion of the Rocky Boy's/NCRMWS Project. This financial support is for the segment needed to supply potable water to the participating water systems of the Nine Mile CWSD and Oilmont CWD. Water for the Oilmont CWD is obtained from the Daisy Spring and the White Spring which allow the system to operate without pumping. Historical flow rates from the springs have averaged 70 gallons per minute but production is variable and fluctuating flow rates cause significant operational issues throughout the year. Along with flow limitations, the water system has tested positive for Total Coliform and E. Coli. Nine Mile CWSD does not a water distribution system. Residents currently rely on hand dug water wells or springs; however, the water quality is variable and can become seasonally contaminated with alkali and other contaminants. Residents without a well must haul water from Sunburst to their cisterns. The District was established in December 2015 to help residents obtain clean, potable water.

---

### Proposed Solution –

**Shelby to Oilmont CWD and Nine Mile CWSD Interim Solution Project TSEP-RWS Funding Request** – To provide a water source, prevent water shortages and prevent Total Coliform and E. Coli violations Segment W5 can be completed with funding from the TSEP-RWS funds. The project will include construction of approximately 44 miles of pipeline from the City of Shelby north to the Town of Sunburst then east of Sunburst to Oilmont CWD and Nine Mile CWSD, a pump station located near Shelby, a pump station east of Sunburst, a standpipe south of Sunburst, a storage tank east of Sunburst, a meter station at Sunburst, and a meter vault. In addition, the project will involve the purchase of approximately 8,000 linear feet of 16-inch water pipeline installed by the City of Shelby in 2013. The pipe line is ideally located to be utilized as part of the infrastructure that connects the well field to the pump station that will be constructed north of the City as part of the Segment W5 project. The project will install infrastructure needed for final build out and provide interim water service from the City of Shelby to Oilmont CWD and Nine Mile CWD. The amount requested will be applied directly to the purchase of the 16-inch water line. This contribution from TSEP-RWS funds will be applied as matching funds from the State of Montana to meet its cost

share obligation for the Rocky Boy's/NCMRWS Project.

**SECTION C - FINANCIAL INFORMATION**

**1. ESTIMATED TOTAL PROJECT COST: \$15.8 million**

**2. PROPOSED FUNDING SOURCES** (List loans and grants from same funding source separately) (Refer to the instructions on page 15 and example on page 16):

Source	Type of Funds	Amount	Status of Commitment
TSEP-RWS	Grant	\$661,680	Application Pending
TSEP-RWS	Administrative Grant	\$45,000	Approved
Federal	Cooperative Agreement R18AC00026	\$15,069,093	Approved

**3. FUNDING STRATEGY NARRATIVE**

☛ Funding Strategy Narrative (**Complete and attach**)  
(Refer to the instructions. Answer each question individually.)

a. What are the conditions on the use of each source of funds?

***Treasure State Endowment Regional Water System (TSEP-RWS) Fund – This fund was established by the Montana State Legislature in 1999 specifically to provide state cost share dollars for regional water systems. The federal authorization (P.L. 107-331) of the Rocky Boy's/North Central Montana Regional Water System Project directed the Authority to pay 24% of the Core System and 100% of the non-Core system of which Segment W3 is a part. Federal funds are designated to cover 80% of the Non-Core system. The remaining 20% is paid by the State and NCMRWA on a one to one match. The Department of Natural Resources and Conservation (DNRC) was assigned responsibility to administer the State funds, and they have indicated that TSEP-RWS funds must be applied to construction type activities. All State funds must adhere to all State statutes.***

b. When will each source of funds listed be available (month and year)?

***The DNRC and the NCMRWA will need to enter into an agreement in this regard. Reclamation approved scope of work and related budget in March 2017. The Authority has sufficient federal funding for construction, construction engineering and instrumentation and controls. The \$661,680 TSEP-RWS grant funds will be used to complete the state's matching requirements for the project***

c. Is there any additional information on the level of commitment for each source of funds listed?

***DNRC staff has indicated that there are funds available for the Project.***

d. How will funding sources be coordinated with each other?

***The DNRC administrative grant will be used for the change in use application and legal fees for water purchase agreements. The TSEP-RWS funding will be utilized for purchase of the 16-inch line from the City of Shelby. The Federal funding will be utilized for construction activities and all other remaining costs.***

- e. Will interim-loan funds be required as part of the project? If yes, how will they be used and coordinated with other funding sources?

***An interim loan will not be required.***

- f. What other sources of funds from public and private sources have been considered for this project? Explain why they are not being pursued or used for this project.

***This project is federally funded through Public Law 107-331. The State established a special fund, known as the TSEP-RWS, to provide its match to the project. Hence, traditional grant programs, such as Community Development Block Grant (CDBG), Economic Development Administration (EDA), USDA Rural Development and the Treasure State Endowment Program were not considered. This funding will be used in order to meet the State's share in funding the project.***

- g. If a particular source of funding is not obtained, how will the applicant proceed? Explain how the funding strategy will change if a particular source of funding is not received.

***Ultimately the Non-Core portion of the project is to be built on a cost share basis of 80-10-10, federal, state and local percentages. These are the obligations agreed to at the outset of the project. The benefit of paying early and in the current economic climate is to get the most infrastructure completed for the investment made as well as to relieve the payment obligation before the remaining balance on the Project is indexed upward.***

- h. What is the level of local financial participation in the project and is that level the maximum that the applicant can reasonably provide?

***Local funding is not planned for this portion or the regional water project.***

#### 4. PROJECT BUDGET FORM

- Project Budget Form (Complete form on next page)

Completed By: Jody Hellegaard		For: North Central - W5 Shelby to Nine Mile & Oilmont			Date: 07/25/2018
Administrative/Finance Costs	Source: SRF Loan	Source: TSEP-RWS 2019 Biennium	Source: Administrative Grant RW 18-055	Source: BOR R14AC00091 & R18AC00026	Total
Legal Costs			5,000		5,000
Advertise Legal Notices				5,964	5,964
<b>TOTAL ADMIN COSTS:</b>	-	-	5,000	5,964	10,964
<b>ACTIVITY COSTS:</b>					
Land Acquisition/Survey				699,030	699,030
Land Acquisition Legal				58,289	58,289
Change in Use Application			40,000	-	40,000
Preliminary Engineering				310,636	310,636
Engineering/Arch. Design				620,054	620,054
Investigation/Environmental				202,458	202,458
Construction Engr. Services				981,000	981,000
Construction				9,813,663	9,813,663
<b>Purchase 8,000 LF 16-Inch Line</b>		661,680		838,320	1,500,000
Geotechnical				35,000	35,000
Easements & Parcels				88,150	88,150
Crop Damage				365,162	365,162
Instrumentation and Controls				70,000	70,000
Contingency				981,366	981,366
<b>TOTAL ACTIVITY COSTS</b>	-	661,680	40,000	15,063,129	15,764,809
<b>TOTAL COSTS</b>	-	661,680	45,000	15,069,093	15,775,773

*Budget updated to add purchase of 16-inch line, construction bid & reduction in construction engineering*

Project Budget Narrative:

**ADMINISTRATION/FINANCING COSTS**

As the Authority receives funding through an existing Administrative Grant, no funding requested in this grant application will be used for Administration and/or Financing Costs.

**Legal Costs** **\$5,000**

\$5,000 has been included for the Authority attorney for legal issues related to the development agreement, bond issue and the construction of the project. Funds for this budget item are provided from the Administrative grant.

**Advertise Legal Notices** **\$5,964**

Newspaper advertisements are necessary for the solicitation of construction bids and the required publication of the NEPA document. Funds for this budget item are provided from BOR.

**TOTAL ADMINISTRATIVE/FINANCIAL COSTS** **\$10,964**

Administrative/Financial costs represent less than one percent of the total budget.

**ACTIVITY COSTS**

**Land Acquisition/Survey** **\$699,030**

Funding for this activity is from the BOR. The engineering team will conduct the boundary survey, exhibit preparation and landowner negotiations to allow the Authority to secure a permanent, 50-foot wide pipeline easement corridor for approximately 44 miles of pipeline placement. Individual meetings with property owners take place for easement negotiations to secure the permanent easement, temporary construction easement and parcel purchases for pump stations and storage. Documents will be prepared and provided to describe the pipeline alignment through each property visually and verbally, and to present the estimated value of the easement as calculated according to the policy established in the federal process for land acquisition.

**Land Acquisition Services – Legal Fees** **\$58,289**

Funding for this activity is from BOR. Legal services related to easement and land acquisition activities consist of ordering and obtaining ownership title work based on GIS based legal descriptions provided by the engineer as alignment changes are needed, preparing formal easement documentation and written purchase offer for each land ownership parcel. Additional legal services consist of preparing encroachment agreements, reviewing title reports, obtaining lien releases, filing easements with the appropriate county's record office and providing a copy of signed easement to engineers.

**Change in Place of Use Application** **\$40,000**

Professional engineering services are required for a new water rights application and an amendment to the change in place of use of Shelby's existing water rights for Shelby to provide water to the Authority for Oilmont CWD and Nine Mile CWSD. Funding for this activity is from the administrative grant.

**Preliminary Engineering** **\$310,636**

A preliminary design alignment was selected and a preliminary design report, plans and specifications were submitted to the BOR and DEQ. Funding for this activity is from BOR.

**Engineering/Arch. Design** **\$620,054**

Funding for the final design and architectural activity will come from the BOR. Final plans, specifications and review documents were prepared and submitted to the governing agencies. Technical criteria and specifications were included to represent the scope, extent and character of the construction to be performed.

**Investigation/Environmental** **\$202,458**

Funding for these services will be paid by the BOR. Environmental clearances meeting the obligations set forth in the Finding of No Significant Impact for the parent project, "Rocky Boy's/North Central Montana Regional Water System Project" will be acquired.

**Construction Engineering Services** **\$981,000**

Funding for these services will come from BOR. These services include the review of construction, tracking and documenting installation and approval of pay requests from the contractor.

**Construction** **\$9,813,663**

Construction will include the installation of 44 miles of transmission pipeline ranging from 16, 12, 8, 6 to 4 inches in diameter extending from the connection to the City of Shelby water system to Sunburst and east to the point of connections with the Oilmont CWD and Nine Mile CSWD distribution systems. Constructed structures include a booster pump station located adjacent to the ground storage tank in the northeast area of Shelby, a 90,000 gallon standpipe about 6 miles southeast of Sunburst, a second booster pump station/meter building east of Sunburst, an 175,000 gallon storage tank located 8.5 miles southeast of Sunburst and a service connection meter vault. The final design was submitted to the Bureau of Reclamation, Department of Environmental Quality and the DNRC for review in January 2018. Other agencies participating in review of permits, property certificates, seeding specifications and National Environmental Policy Act coordination include: the United States Corps of Engineers, Toole County, Glacier County, United States Bureaus of Reclamation and Land Management, and State and Tribal Historic Preservation Offices, United States Fish and Wildlife Service, Montana Fish, Wildlife and Parks, Montana Department of Transportation, the Federal Highway Administration, the United States Environmental Protection Agency the Bureau of Indian Affairs and the United States Department of Agriculture. Estimate is based on the engineering design and the opinion of total probable project cost. Funding for these services will come from bond proceeds and BOR.

**Purchase 16-Inch Pipeline** **\$1,500,000**

The Authority will purchase a 16-inch line constructed in 2013 from the City of Shelby. The final price will be approved by the Bureau of Reclamation and DNRC review of documentation supporting the actual cost to install the 16-inch line and documentation demonstrating the pipe line design and construction meet or exceed the requirements of the regional water project.

**Geotechnical** **\$35,000**

Funding for these services will come from the BOR. A geotechnical consultant will be used to provide general subsurface information and design recommendations for various system components.

**Easements** **\$58,200**

Funding for the 50-foot permanent easement is from BOR.

<b>Parcels</b>	<b>\$29,950</b>
----------------	-----------------

Funding for four facility sites is from BOR.

<b>Crop Damages</b>	<b>\$365,162</b>
---------------------	------------------

Funding for crop damages is from BOR. The estimate is for obtaining temporary construction easements from property owners to allow for staging and construction of the project.

<b>Instrumentation and Controls</b>	<b>\$70,000</b>
-------------------------------------	-----------------

Funding for these services is from BOR. This estimate is for the engineering services related to the installation and initialization of the control system to allow remote operation of the water delivery.

<b>Contingency</b>	<b>\$981,366</b>
--------------------	------------------

Funding for the construction contingency is requested from BOR. This cost is estimated at ten percent of the total probable construction cost.

<b>TOTAL ACTIVITY COSTS</b>	<b>\$15,764,809</b>
-----------------------------	---------------------

<b>TOTAL PROJECT COSTS</b>	<b>\$15,775,773</b>
----------------------------	---------------------