

AGENDA

CITY COUNCIL MEETING

CITY OF SHELBY

December 18, 2017
7:30 P.M.

ROLL CALL OF MEMBERS

APPROVAL OF MINUTES

- Regular Council Meeting, 12/04/17

APPEARANCE REQUESTS

- Agenda Items
- Non Agenda Items
- Melissa Lewis, Governmental Relations
- Curtis Shuck, Great Northern Corridor Coalition

COMMITTEE REPORTS

- Law Enforcement Report
- City-County Planning Board, 12/11/17

CITY ATTORNEY

-

CITY FINANCE OFFICER

- City Judge's Report, November 2017
- Bank Account Report, Budget Year to Date, Vendor Summary, Enterprise Funds, Statement of Expenditures, Revenues, Budget Variance, Cash Flow Report, Investments, Project Budgets, November 2017
- City of Shelby Delinquent Taxes, 11/30/17

CITY SUPERINTENDENT

-

OTHER MATTERS

- Shelby RR Safety Improvements Task Order
- Chamber of Commerce Banquet
- MT Accessible Playground Grant Program
- MT Fish, Wildlife & Parks Recreational Trail Program
- Fire Department Air Pack Purchase
- Storm Drainage Change Order No. 2
- Task Order Water System Improvements
- City of Shelby Program Income Plan
- Task Order, DEQ Sanitary Restriction Deviation

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CITY OF SHELBY MEETING SCHEDULE

December 18, 2017

7:30 p.m. **Regular City Council Meeting**

December 26, 2017 (Due to Christmas)

6:30 p.m. **Park & Recreation Meeting**
(Mayor, Superintendent, Rec Director,
Clark, Kimmet, Miller)

January 2, 2018 (Due to New Year's Holiday)

7:00 p.m. **Audit Committee**
(Mayor, Finance Officer, Moritz, Clark,
McDermott)

7:30 p.m. **Regular City Council Meeting**

January 8, 2018

7:30 p.m. **City-County Planning Board**
(Mayor, Deputy City Clerk, City Planner,
McDermott, Clark)

This is Task Order
No. 8, consisting of
34 pages.

Task Order – ~~Humie Water Main Design~~ DEQ Sanitary Restriction Deviation

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated September 14, 2015 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

A. Title: DEQ Sanitary Restriction Deviation

Description: The project will generally include preparing and submitting deviation requests to DEQ to allow two (2) properties in Shelby to connect to the existing Shelby sanitary sewer system.

B. Number of Construction Contracts: 0

2. Services of Engineer

Engineer shall provide services set forth in Article I and Exhibit A of the Contract for Engineering Services dated September 14, 2015. All provisions of Exhibit A shall remain in full force and affect unless amended or supplemented as follows:

PART 1 – STUDY AND REPORT PHASE SERVICES

A.1.01 Study and Report Phase – *replace with the following:*

1. Prepare and present two deviation requests to the Montana Department of Environmental Quality (DEQ) to allow two proposed new businesses to connect to the existing City of Shelby sanitary sewer infrastructure.
2. Engineer's services under the Study and Report Phase will be considered complete on the date when the final copies of the deviation requests have been submitted to Montana DEQ. Engineer is not responsible for DEQ review fees.

PART 2 – DESIGN ACTIVITIES

A.1.02 Preliminary Design Phase – *Not Used*

A.1.03 Final Design Phase – *Not used*

PART 3 – BIDDING AND NEGOTIATING

A.1.04 Bidding or Negotiating Phase – *Not Used*

PART 4 – CONSTRUCTION AND COMMISSIONING

A.1.05 Construction Phase – *Not Used*

Part 5 – OTHER SERVICES – *Not Used*

Part 6 – ADDITIONAL SERVICES - *Not Used*

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 and in Exhibit B.

4. Times for Rendering Services

The following schedule is based on a Notice to Proceed issued by the Owner no later than December 18, 2017 and is subject to timely approval of the project documents by MDEQ.

| <u>Phase</u> | <u>Completion Date</u> |
|----------------------|------------------------|
| Study & Report Phase | January 31, 2018 |

5. Payments to Engineer

A. Owner shall pay Engineer for services rendered as follows:

| <i>Category of Services</i> | <i>Compensation Method</i> | <i>Lump Sum, or Compensation for Services</i> |
|-----------------------------|----------------------------|---|
| Study and Report | Standard Hourly Rates | \$1,500 |
| | <u>Lump Sum</u> | \$1,500 |
| Total | | |

B. ~~The terms of payment are set forth in Article 4 of the Agreement and in Exhibit C. Part 2.05.B.1 of Exhibit C shall be amended such that the above services shall be definite costs and not estimates; this shall not impact the Owner or Engineer's prerogative to request a contract amendment for modified contract services. Amended contract services may or may not be payable with funding agency dollars. Invoices shall include the number of hours and hourly rate for costs incurred for each task.~~

6. Consultants: none

7. Other Modifications to Agreement: None

8. Attachments: None

9. Documents Incorporated By Reference: Standard Form of Agreement between Owner and Engineer for Professional Services – Task Order Edition, dated September 14, 2015. (“Agreement”)
10. Terms and Conditions: Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is December 18, 2017.

OWNER: City of Shelby

ENGINEER: KLJ, Inc.

By: _____

By: _____

Name: Larry Bonderud

Name: Mark Anderson

Title: Mayor

Title: Vice President

Engineer License or Firm's Certificate No. PEL-EF-LIC-37
State of: Montana

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Name: James Slayton

Title: Mayor

Title: Project Manager

Address: 112 First Street South, Shelby, MT 59474

Address: 2969 Airport Road Helena, MT 59602

E-Mail Address: _____

E-Mail Address: James.slayton@kljeng.com

Phone: (406) 434-5222

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Fax: 1-855-288-8055