

Finance Committee Meeting September 11, 2013

The **Finance Committee** met Wednesday, September 11, 2013, at 6:00 p.m. in the City Hall Conference Room. Present were Chairperson Mark Ahner and Committee Members John Uden, Roxanna Brush and Bill Melnik.

Also present were Mayor C. A. Grenz, Fire Chief Dale Berg, Preservation Historian Connie Muggli, City Clerk Lorrie Pearce and Executive Director MCAEDC Mike Coryell.

Agreement with Dowl HKM for Professional Services for SRTS Sidewalk Construction

Chairperson Ahner stated that Grant Writer Dawn Colton had asked to bring the agreement to the Committee. Chairperson Ahner noted that the agreement states an effective date of August 16, 2013, but thought that it wouldn't be effective until the Council approved it. Chairperson Ahner also questioned if the \$ 65,585.00 is coming out of the SRTS grant fund or from Maintenance District 205. Committee Member Brush mentioned that if this does get passed, there is a family with a handicap child in that area, and she hopes that the engineer will communicate with them before construction begins. Grant Writer Dawn Colton has been out of town and not available to answer questions on the issue.

*** Committee Member Uden made an amendment to the original motion, that if funding is not available in the SRTS grant, it will be paid out of Maintenance District 205. Committee Member Melnik seconded the amendment to the motion. The amendment failed, with Committee Member Brush voting nay.*

*** Committee Member Brush moved to recommend approval of the agreement to the Council, seconded by Committee Member Melnik and passed 3-1, with Committee Member Uden voting nay.*

Contract with Land Solution, LLC, to provide Planning Services

Mayor Grenz explained that the consultant had contacted him to find out where the contract was in the plans for his services. Committee Member Brush explained that City Attorney Rice had an issue with the insurance coverage, because the contract states that Miles City will be responsible for all risk on his work. Mayor Grenz presented an e-mail that states that the Consultant would make sure that he has the necessary level of insurance needed. Chairperson Ahner had concerns with the hours charged for work, driving, meals and overnight stay, with an approximate cost of \$2,000.00 a trip, and thought there might be a better solution. Mayor Grenz stated that the consultant would work with the City to cut costs. Committee Member Uden asked if there were any efforts made to find someone closer to Miles City. Mayor Grenz replied

that this consultant is highly recommended and Sanitarian Mike Rinaldi would perform some of the inspections, which would also cut the cost to the City. Committee Member Uden asked if it had gone out for bid, and Mayor Grenz replied that it hadn't, but he had talked to several people about the position. Mayor Grenz will contact the consultant and get a better idea as to how the \$ 20,000.00 will be spent. Committee Member Brush explained that there are several issues coming in front of the Planning Board and is concerned that nothing will get completed if a planner is not hired soon. The growth policy has not been completed and 3 items from the Building Inspector should have had site plan reviews completed. There was a discussion on combining the Grant/Planner position, and if the combination happens why would we hire a consultant. Everyone was in agreement that if the position was combined, at this time Grant Writer Colton would not be qualified to perform the job. The plan is for Grant Writer Colton to go through the training and eventually be qualified to complete the inspections. Executive Director of MCAEDC Coryell stated that Julie Kurkow, SEMDC Grant Writer would write the grants needed, until the Grant/Planner is educated in her job. Councilperson Ahner confirmed that in the Sanitation Mike Rinaldi's contract, it states that he will perform site plan reviews.

*** Committee Member Uden moved to defer this issue until the next finance meeting, seconded by Committee Member Melink and passed unanimously, 4-0.*

Creation of a Tax Increment Financing District

Historic Preservation Director Connie Muggli opened by answering questions that were asked at the Finance Meeting on August 8th. In that meeting, the Revitalize Downtown project team proposed that the City consider the benefit of creating a Tax Increment Finance District as an incentive to encourage investment in the downtown business district. She then presented a funding proposal to hire a consultant to lead the community through the process of developing a TIFD in Miles City, should the City decide to move forward. It is estimated the consulting fee will be \$25,000. The funding proposal is a combination of a \$13,000 CDBG Grant and a \$10,000 grant from the Montana Main Street Program. The Main Street grant match for the City is 20%, so for a \$10,000 grant, it would cost the City \$2,000.00. If the City has a problem with the match, there are several private foundations that would donate the money for the match. She informed the Committee that the CDBG-ED grant is an open cycle grant, with a dollar for dollar match. Because of all the studies in Miles City, it was suggested to not offer a match, because CBGD could waive a match since Miles City is investing heavily in infrastructure at this time. Director Muggli pointed out that funds are extremely low, so if the City wants it, they need to move on it fast. Councilperson Ahner asked that if the proposal was recommended to the Council for approval and the City was successful in a grant application, is the City obligated to create a tax district? Director Muggli explained that creating a TIFD is a lengthy process which requires City Council approval and public participation throughout. If the City determines that a TIFD is not in the best interest of the city, the council can stop the process at any time. MCAEDC Director Coryell explained that they are looking forward to participating on the

Revitalize Downtown team and assisting with economic development of the downtown area, and offered the services of Julie Kurkow, SEMDC Grant Writer, to write the grant for this proposal. The Committee felt that participating in the tax increment financing district would be a great thing for downtown Miles City.

*** Committee Member Uden moved to recommend approval to the Council, participation in the tax increment financing district, contingent upon the city's ability to withdraw in the future and with the contribution of \$2,000.00 for the match, seconded by Committee Member Brush and passed unanimously, 4-0.*

Ambulance Collection

Fire Chief Dale Berg explained that the total for collection is \$ 47,754.71. The amount is basically 8 months of individual accounts for which Solestone has tried to collect with no luck. Committee Member Brush asked who is the responsible party to collect the money. Chief Berg replied that it was CPI.

*** Councilperson Ahner moved to recommend to Council that ambulance debt be sent to collection for the amount of \$ 47,754.71. Seconded by Committee Member Melink and passed unanimously, 4-0.*

Request of Citizens

None

Adjournment

Having no more business to come before the Committee,

*** Committee Member Uden moved to adjourn the meeting, seconded by Committee Member Brush and passed unanimously, 4-0.*

The meeting was adjourned at 7:20 p.m.

Respectfully Submitted:


Chairperson Mark Ahner


City Clerk Lorrie Pearce

FINANCE COMMITTEE MEETING AGENDA

DATE: September 11, 2013 - Wednesday

TIME: 6:00 p.m.

PLACE: City Hall Conference Room

AGENDA:

1. Agreement with Dowl HKM for Professional Services for Safe Routes to Schools Sidewalk Construction
2. Contract with Land Solutions, LLC, to Provide Planning Services
3. Creation of a Tax Increment Financing District
4. Ambulance Collections
5. Requests of Citizens

Public comment on any public matter that is not on the agenda of this meeting can be presented under "Request of Citizens" provided it is within the jurisdiction of the City to address. Public comment will be entered into the minutes of this meeting. The City Council cannot take any action on a matter unless notice of the matter has been made on an agenda and an opportunity for public comment has been allowed on the matter. Public matter does not include contested cases and other adjudicative proceedings.



OFFICE OF HISTORIC PRESERVATION

CITY OF MILES CITY, MONTANA

Date: September 4, 2013
To: Mark Ahner
From: Connie Muggli

Hi Mark,

Normally, I would just call, but wanted to provide the attached email thread as background information. The emails pertain to resolving the final hourly salary for my position in FY 2014. As you can see, there are questions about the final rate per hour, and the final amounts that will be entered into the FY 2014 city budget. I talked with the Mayor yesterday, and he explained his process and directed me to you to help resolve this.

Essentially, the mayor proposed the city appropriate additional funds necessary to bring the pay rate to \$10.50 per hour, resulting in the additional \$2,000 appropriation. However, that doesn't appear to include all the grant revenue budgeted for salary expense this year. Earlier this summer, I had asked Billie to prepare a payroll spreadsheet (also attached) based on the total dedicated to salary, which is \$19,566, which results in a rate of \$10.94/hour. I would really appreciate it if you could review this with me so we could come to a decision on the appropriate rate for Billie to use when calculating my salary.

Also, I would like to talk with you about scheduling a Finance Committee meeting to return to the Finance Committee with the proposal to contract with a professional to create a Tax Increment Finance District downtown. I checked with the mayor yesterday and he said it wouldn't hurt to look into it. Our proposal was to use the upcoming Montana Main Street program grant for part of the funding. As that grant will open this month, it would be good to get council approval in time to meet the application deadline. Dawn is also helping me target other grants for funding a portion – Mike Coryell had suggested a CDBG planning grant, so she is verifying if this project would qualify for that. Evidently for some types of CDBG grants, applicants are only allowed to have one grant open at a time, and we do not want to jeopardize the Dike Study grant application process.

Please just give me a call on my cell as it is the most reliable way to catch me. I am generally in the office all afternoon from 1:00 – 5:00 if you want to just stop in when you get a moment.

Thanks,

Connie
(406) 852-6072

P.S. Remind me to discuss Denton Field with you as well!

Connie Watts

From: Dale Berg
Sent: Tuesday, September 03, 2013 11:39 AM
To: Connie Watts
Subject: Re: Ambulance Collections

*Mark -
FYI*

Connie can you arrange to have this on the next finance committee meeting.

On Fri, Aug 23, 2013 at 3:28 PM, Connie Watts <cwatts@milescity-mt.org> wrote:

Connie L. Watts

Deputy City Clerk

City of Miles City

PO Box 910

Miles City, MT 59301

(406)874-8609

FAX: (406)234-2093

*Dale O. Berg
Fire Chief
Miles City Fire & Rescue
2800 Main Street
Miles City, Mt 59301
Station-406-234-2235
Cell-406-853-1655
Fax-406-234-8666
dberg@milescity-mt.org*



OFFICE OF HISTORIC PRESERVATION

MILES CITY, MONTANA

MEMO

Date: September 11, 2013

To: Mayor Grenz,
Finance Committee: Mark Ahner, Chair, Bill Melnick, Roxanna brush, John Uden

From: Connie Muggli, Historic Preservation Officer

Re: Tax Increment Finance District Information
Finance Committee Meeting scheduled for Wednesday, September 11, 2013

Our purpose in coming before the Finance Committee this evening is to re-open discussion regarding the benefit of the City of Miles City creating a Tax Increment Finance District. Originally presented to this Committee on August 8, 2013, the Revitalize Downtown project team proposed writing grants to hire a consultant to lead the community through the process of developing a TIFD in Miles City, should the City decide to move forward.

After an interesting and lengthy discussion, the Finance Committee asked the Revitalize Downtown team to bring the matter before the Committee again in September, after the City Budget process had been completed.

To facilitate that discussion, a copy of the August 8, 2013 Finance Committee Meeting minutes are attached, along with copies of the FAQ's about Tax Increment Districts provided in the August meeting for review and further questions.

The goals of this meeting are:

- Re-open a discussion about the benefits of creating a Tax Increment Finance District, and answer further questions and concerns
- Present the grant funding proposed for the cost of hiring the consultant (Attached)
- Ask the committee for approval, moving the matter forward with a recommendation to the City Council for :
 1. Authorization to apply for grants on behalf of the city, and if funded,
 2. Authorization to develop and publish a Request for Proposals (RFP) for consultants, based on the Scope of Work necessary to creating a Tax Increment Finance District in Miles City according to statute,
 3. Authorization to hire a qualified consultant based on the most reasonable response.

A copy of the Tax Increment Finance Manual, prepared for the Governor's Office of Economic Development by Janet Cornish, is also available for your reference if you have further questions. Because the manual is in the public domain, it is a bit out of date - the urban renewal TIF info is correct, but the non-urban renewal TIFs have all been combined into one - called a Targeted Economic Development District (TEDD).



DOWL HKM Project No.: 4024.20694.01

STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of August 16, 2013 between **City of Miles City, Montana, 17 South 8th Street, Miles City, MT 59301 (Client)** and **DOWL HKM, 222 N 32nd Street, Suite 700, Billings, MT 59101 (DOWL HKM)**. Client and DOWL HKM agree that DOWL HKM will perform the professional services identified in Exhibit A associated with:

Safe Routes to School – Sidewalk Construction

The general scope of the project is to add approximately 1-mile of six-foot wide sidewalk linking the Miles City Head Start to existing sidewalks at the corner of North Montana Avenue and Lincoln Street.

Representatives: **CLIENT:** Dawn Colton

DOWL HKM: Doug Enderson, P.E., PTOE

SCOPE OF SERVICES:

See EXHIBIT A - SCOPE OF SERVICES

COMPENSATION by CLIENT to DOWL HKM:

Reimbursement shall be on a time & materials basis, with a not-to-exceed total of **Sixty Five Thousand Five Hundred Eighty Five dollars (\$65,585.00)**. DOWL HKM shall invoice no more often than monthly for services performed in the previous month.

The following are hereby made a part of this AGREEMENT by attachment:

Terms and Conditions (3 pages)

Exhibit A - Scope of Services

Services covered by this Agreement will be performed in accordance with the attached Terms and Conditions and any Exhibits, Attachments, and/or Special Conditions. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

IN WITNESS WHEREOF, persons authorized to commit the resources of the Parties have executed this Agreement as follows:

Accepted for Client:

By: _____

Title: _____

Date: _____

Accepted for DOWL HKM:

By: _____

Title: _____

Date: _____

Tax ID No or SSN: 92-0166301



DOWL HKM STANDARD CONTRACT TERMS AND CONDITIONS

SECTION 1 - SERVICES OF DOWL HKM

A. Basic Services

DOWL HKM shall provide Client the services as described in this Agreement within the periods stipulated herein. Services will be paid for by Client as indicated herein.

B. Schedule

DOWL HKM's services and compensation under this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion. Unless specific periods of time are specified in this Agreement, DOWL HKM's obligation to render services hereunder will be for a period that may reasonably be required for the completion of said services.

C. Authorization to Proceed

Execution of this Agreement by Client will be authorization for DOWL HKM to proceed with the Work as scheduled, unless otherwise provided for in this Agreement.

D. Delay

If in this Agreement, specific periods of time for rendering services are set forth, or specific dates by which services are to be completed, are provided, and if such periods of time or dates are changed through no fault of DOWL HKM, the rates and amounts of compensation and time for completions provided herein shall be subject to equitable adjustment.

E. Changes/Additional Services

The Scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement, including, if applicable, information supplied by the Client. For some projects the scope may not be fully definable during the initial stages and/or the Client may at any time during the term of this Agreement make changes within the general scope of the Agreement. If such facts discovered as the Project progresses, or changes that are requested by the Client, change the cost of, or time for, performing the services hereunder, DOWL HKM will promptly provide Client with an amendment to this Agreement to recognize such changes.

SECTION 2 - TERMS OF PAYMENT

A. Invoicing

DOWL HKM will submit invoices to Client for services rendered and reimbursable expenses incurred each month. Invoices will be prepared in accordance with DOWL HKM's standard invoicing practices. Such invoices will represent the value of the completed Work and will be in accordance with the terms for payment in this Agreement.

B. Progress Payments

Invoices are due and payable within 30 calendar days of the date of the invoice. If Client fails to pay undisputed invoices when due, the amounts due will be increased at the rate of 1.0% per month from said 30th day. In addition DOWL HKM may at any time, without waiving any other claim against the Client, and without thereby incurring any liability to the Client, suspend or terminate performing work hereunder in accordance with Section 5.C of this Agreement. Payments will be credited first to interest and then to principal. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

SECTION 3 - OBLIGATIONS OF CLIENT

A. Furnish Data

Client shall provide all criteria and full information as to Client's requirements for the Project and furnish all available information pertinent to the Project, including reports and data relative to previous designs or investigations at or adjacent to the site. Client shall provide such legal, independent cost estimating, and insurance counseling services as may be required for the Project.

B. Representative

Client will designate a person to act with authority on Client's behalf in respect of all aspects of the Project.

C. Timely Review

Client will examine DOWL HKM's studies, reports, drawings and other project-related work products and render decisions required in a timely manner.

D. Prompt Notice

Client will give prompt written notice to DOWL HKM whenever Client observes or otherwise becomes aware of hazardous environmental conditions or of any development that affects the scope or timing of DOWL HKM's Scope of Services or any defect in the Services of DOWL HKM or the work of any Contractor.

E. Site Access

Client will arrange for safe access to and make provisions for DOWL HKM and DOWL HKM's subconsultants to enter upon public or private property as required for DOWL HKM to perform the Services under this Agreement.

SECTION 4 - OBLIGATIONS OF DOWL HKM

A. Independent Contractor

DOWL HKM is an independent contractor and will maintain complete control of and responsibility for its employees, subcontractors and subconsultants. DOWL HKM shall also be solely responsible for the means and methods for carrying out the Scope of Services and for the safety of its employees.

B. Performance

DOWL HKM will perform its Services using that degree of care and skill ordinarily exercised under the same conditions by Design Professionals practicing in the same field at the same time in the same or similar locality. Professional services are not subject to, and DOWL HKM cannot provide any warranty or guarantee, express or implied, including warranties or guarantees contained in any uniform commercial code. Any such warranty or guarantee contained in any purchase order, requisition or notices to proceed issued by the Client are specifically objected to.

C. Technical Accuracy

Owner shall not be responsible for discovering deficiencies in the technical accuracy of DOWL HKM's work. DOWL HKM shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in the Client furnished information.



D. Publicity

DOWL HKM will not disclose the nature of its Scope of Services on the Project, or engage in any publicity or public media disclosures with respect to this project without the prior written consent of Client.

E. Insurance

DOWL HKM will maintain insurance coverage for Professional, Comprehensive General, Automobile, Worker's Compensation and Employer's Liability in amounts in accordance with statutory requirements, and DOWL HKM's business requirements. Certificates evidencing such coverage will be provided to Client upon request.

F. Compliance with Laws

DOWL HKM will use reasonable care to comply with applicable laws in effect at the time the Services are performed hereunder, which to the best of its knowledge information and belief, apply to its obligations under this Agreement.

G. No responsibility for Site Safety

Construction contractors shall be solely responsible for the supervision, directions and control of their work; means, methods, techniques, sequences and procedures of construction; safety precautions and programs and compliance with applicable laws and regulations.

H. No responsibility for Contractor Performance

DOWL HKM shall not be responsible for the quality of any Contractor's work, or for any Contractor's failure to furnish or perform its work in accordance with the contract documents.

I. Equal Opportunity Employment

DOWL HKM is committed to the principles of equal opportunity and affirmative action in employment and procurement. DOWL HKM does not discriminate against applicants, employees, or suppliers on the basis of factors protected by federal or applicable state laws.

SECTION 5 - GENERAL CONSIDERATIONS

A. Reuse of Documents

1. All documents are instruments of service in respect to this Project, and DOWL HKM shall retain an ownership and property interest therein (including the right of reuse at the discretion of DOWL HKM) whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and occupancy of the Project. Such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification of DOWL HKM will be at Client's sole risk. Client shall indemnify and hold harmless DOWL HKM and DOWL HKM's Consultants from all claims, damages, losses, and expenses, including attorney fees arising out of or resulting therefrom.
2. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by DOWL HKM. Files in electronic media format are furnished for convenience.
3. Because data stored in electronic media format can deteriorate or be modified, inadvertently or otherwise, without authorization of DOWL HKM, the party receiving the electronic files agrees to perform acceptance tests or procedures within 60 days, after which the receiving party shall have deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will

be corrected by DOWL HKM. DOWL HKM will not be responsible to maintain documents stored in electronic media format after acceptance by Client.

4. DOWL HKM makes no representations as to long term compatibility, usability, or readability of documents resulting from use of software application packages, operating system, or computer hardware differing from those used by DOWL HKM at the beginning of this Project.

B. Indemnification

1. DOWL HKM agrees to indemnify and hold harmless Client from and against any liability, damages and costs, (including reimbursement of reasonable attorney's fees and costs of defense) arising out of the death or bodily injury to any person or the destruction or damage to any property, arising during the performance of professional services under this Agreement, to the extent caused by the negligent acts, errors, and omissions of DOWL HKM or anyone for whom DOWL HKM is legally responsible. DOWL HKM's defense obligations under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportionate extent of the engineer's actual liability obligation hereunder.
2. Client agrees to indemnify and hold harmless DOWL HKM from any liability, damages and costs, (including reasonable attorney's fees and costs of defense) to the extent caused by the negligent acts, errors, and omissions of the Client, Clients contractors, consultants, and anyone for whom Client is legally responsible.
3. DOWL HKM's total liability to Client and anyone claiming by, through or under Client for any claim, cost, loss or damage caused in part by the negligence of DOWL HKM and in part by Client or any other negligent entity or individual, including any potential defense obligations shall not exceed the percentage share that DOWL HKM's actual negligence bears to the total of all other negligent entities and individuals

C. Termination / Suspension

1. Client may terminate this Agreement for convenience. In such event, DOWL HKM will be entitled to compensation for Services performed up to the date of termination, including profit related thereto, plus any expenses of termination.
2. The obligation to provide further Services under this Agreement may be suspended by either party upon 7 days written notice or terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof (including Client's obligation to make payments required hereunder) through no fault of the suspending or terminating party, and defaulting party does not commence correction of such nonperformance within five (5) days of written notice and diligently completes the correction thereafter.

D. Consequential Damages / Limitation of Liability

To the fullest extent permitted by law, DOWL HKM and Client waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and agree that DOWL HKM'S total liability to Client under this Agreement shall be limited to \$500,000.



E. Limits of Agreement

This instrument contains the entire Agreement between the parties, and no statement, promise or inducements made by either party that are not contained in this written Agreement shall be valid or binding. This Agreement upon execution by both parties hereto, can only be amended by written instrument signed by both parties.

F. Severability and Survival

The various terms, provisions and covenants herein contained shall be deemed to be separate and severable, and the invalidity of unenforceability of any of them shall not affect or impair the validity or enforceability of the remainder.

G. Waiver

No waiver by either party of any default by the other party in the performance of any particular section of this Agreement shall invalidate any other section of this Agreement or operate as a waiver of any future default, whether like or different in character.

H. Choice of Law and Venue

The parties agree that any action at law or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Montana, and it is mutually agreed that this Agreement shall be governed by the laws of the State of Montana, both as to interpretation and performance.

I. Material Adverse Effect

This Agreement may be amended if an event, change or effect creates a material adverse effect upon the operation of DOWL HKM. Such material adverse effect may be created by, or be the effects of Acts of God (including fire, flood, earthquake, storm, or other natural disaster), war (whether declared or not declared), terrorist activities, labor dispute,

strike, lockout or interruption or failure of electricity or telephone service which materially impairs DOWL HKM's ability to operate business in accordance with the provisions of this Agreement.

J. No Third Party Beneficiaries

Nothing contained in this Agreement nor the performance of the parties hereunder, is intended to benefit, nor shall inure to the benefit of, any third party, including Client's contractors, in any.

K. Successor, Assigns, and Beneficiaries

Neither Client nor DOWL HKM may assign, sublet, or transfer any rights under or interest (including but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except as mandated or restricted by law. No assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

L. Prevailing Party Litigation Costs

In the event any actions are brought to enforce this Agreement, the prevailing party shall be entitled to collect its litigation costs from the other party.

M. Statutes of Limitation

To the fullest extent permitted by law, parties agree that, except for claims for indemnification, the time period for bringing claims under this Agreement shall expire one year after Project completion.

N. Authority

The person signing this Agreement warrants that they have the authority to sign as, or on behalf of, the party for whom they are signing.



DOWL HKM Project No.: 4024.20694.01

Exhibit A to Standard Agreement for Professional Services Scope of Services

See Attached



August 14, 2013

H:\24\20694\COMC-GarfieldScopev3.docx

Ms. Dawn Colton
City of Miles City, Montana
P.O. Box 910
Miles City, MT 59301

**RE: Safe Routes to School – Sidewalk Construction
Scope of Services**

Dear Dawn:

Thank you for selecting DOWL HKM to provide design and construction administration services to the City of Miles City for your Safe Routes to School project. The general scope of the project is to add a six-foot wide sidewalk linking the Miles City Head Start to existing sidewalks at the corner of North Montana Avenue and Lincoln Street. This letter serves as a preliminary scope of services and fee for the project. The scope of services and fee are based on our current understanding of the project.

As stated in the *Miles City Safe Routes to School Sidewalk Evaluation* dated September 21, 2011 by Peaks to Plains Design, several children who live in the surrounding neighborhood utilize the surface streets to walk to Garfield Elementary School. Garfield Elementary School is located five blocks west of North Montana Avenue.

The proposed route would begin at North Montana Avenue and run along the south side of Lincoln Street to North Lake Avenue; then along the east side of North Lake Avenue to Riverside Street; then along the south side of Riverside Street to North Merriam Avenue; then along the east side of North Merriam Avenue to the existing sidewalk at the Miles City Head Start. The total length of the route is approximately one mile.

Our proposed scope of services to address this work is detailed herein.

Project Management

Project Management for this work will mostly consist of correspondence and coordination with the City of Miles City, and the coordination of internal workloads to meet the schedule and scope of this project.

Data Collection

DOWL HKM will perform one (1) site visit with the City and other interested parties to gain further understanding what the community's goals and needs are with the project.

DOWL HKM will request from the City the following information if available:

- Plats for the lots adjacent to the right-of-way in which the new sidewalk will be constructed.
- Applicable Zoning / City Ordinances
- Utility plans (e.g. sewer, storm & water)
- Storm Drain Master Plan
- Community Transportation Plan

DOWL HKM will coordinate with private utility companies for the location, type, and size of their utilities within the project corridor. This information will be determined through utility-provided atlas mapping and via Montana One Call.

Field Survey & Mapping

DOWL HKM will survey and map the entire right-of-way width for each of the segments as described above. It is assumed that sufficient number of property corners on the right-of-way line along the sidewalk side will be locatable to reestablish the property lines from the plats. All drainage features including topography will be surveyed with the full right-of-way width and detailed point information will be collected in that portion of the right-of-way where the sidewalk is to be constructed (i.e. trees, shrubs, hydrants, utility poles, junction boxes, mailboxes, etc.). The survey will locate utility positions from surface features and as marked or indicated by the respective owners. The survey will also include a minimum of 50 feet of coverage for intersecting streets beyond the right-of-way on the sidewalk side only.

Preliminary Engineering and Submittals

DOWL HKM will provide preliminary line and grade layout of the sidewalk based on existing conditions and the typical sections as identified in the Peaks to Plains Evaluation. This work will be submitted to the City and to CTEP for review and comment before moving forward with the preparation of plans and the project manual for bidding. This submittal will also include a preliminary opinion of construction cost to identify budget concerns. Prior to advertising, a final review set will be submitted to the City and to CTEP for review and permission to advertise.

The proposed improvements are assumed to meet the requirements for a Group (c) Categorical Exclusion. DOWL HKM will provide guidance to the City, who will prepare the documents they need to submit to CTEP.

A low-level drainage evaluation based on survey contours to determine potential flooding caused by the installation of sidewalk will be performed. A memorandum will be developed to document the analysis and determine potential flooding mitigation measures.

Drainage mitigation for this project is anticipated to be minor and within CTEP funding allowance and will be designed as part of the construction documents for this project. Mitigation measures recommended in the evaluation memorandum will be discussed with City of Miles City staff before creating design plans. If mitigation measures are above and beyond what CTEP funds will cover, then the City of Miles City and DOWL HKM will discuss how best to proceed.

Construction Bidding Services

DOWL HKM will perform the following for bidding services for the project:

- Prepare the Advertisement to Bid, make arrangements with local newspaper to run the ad and document the publication dates in our files. The City will be billed directly by the paper for these publications or reimburse DOWL HKM directly as the case may be.
- Produce bid documents, maintain a plan holders list and distribute bid documents and addenda to those on the plan holders list.
- Schedule and conduct a prebid meeting at a City Facility and distribute meeting minutes documenting the discussion.
- Answer questions and issue clarification of the contract documents as necessary.
- Conduct a bid opening at the designated City Facility, prepare a tabulation of bids and recommend award of the contract.

Upon receiving concurrence of the award recommendation from CTEP and the City of Miles City, DOWL HKM will issue a Notice of Award to the successful contractor and the City will provide the contract for the contractor to execute and resubmit along with bonds and insurance.

Construction Staking & Administration

DOWL HKM services are based upon a 30 to 45 calendar day construction contract. Assuming the contractor can place and finish 400 to 500 lineal feet of 6 foot wide sidewalk each day, 10 working days is assumed (14 calendar days) to complete the majority of this work. DOWL HKM obligations under this phase of the project will include:

- Conducting a preconstruction meeting
- Reviewing contractor submittals including pay requests
- Construction Staking – Construction staking will consist of providing offset hubs at 25-foot spacing, Points of Curvature & Points of Tangents at intersection locations for the contractor to use throughout the project. Our approach assumes staking 800 to 1000 feet per day. We allow five days to complete this task.

- Construction Administration – 12 hours per week for 6 weeks for site visits and documentation. Site visits will be conducted by the DOWL HKM Miles City staff.
- Acceptance testing of the subgrade, crushed base course and Portland Cement Concrete. Sampling and testing will be performed or collected by DOWL HKM Miles City Office staff. Base course and Portland Cement Concrete samples and cylinders will have to be transported to the DOWL HKM Materials Lab in Billings for testing. This scope of services assumes DOWL HKM will transport all samples and cylinders from Miles City to Billings. However, other arrangements can be accommodated if City of Miles City staff is available to transport. If anyone other than DOWL HKM staff transports samples, standard protocols will be established to ensure the integrity of the samples.
 - Acceptance testing of the subgrade will be per MPWSS 02230, Part 1.3. In-place density shall be at least 95% and one test will be performed every 1,000 square feet. Acceptance testing of the subgrade also includes reviewing moisture density curves from the contractor.
 - Acceptance testing of the crushed base course will be per MPWSS 02235, Part 1.3. In-place density shall be at least 95% and one test will be performed every 1,000 square feet. Acceptance testing of the crushed base course also includes reviewing moisture density curves, gradations, LA abrasion test results, Liquid Limits, Plastic Limits and Plasticity Indexes of the base course from the contractor.
 - Acceptance testing of the Portland cement concrete will be per MPWSS 02515. Air, slump, 7-day and 28-day compressive strength tests will be conducted every 50 cubic yards. Acceptance testing of the Portland cement concrete also includes reviewing the mix design submitted by the contractor.
- Conducting Substantial Completion and Final Inspections
- Processing the documentation for closeout of the project and issuing a Certificate of Completion to CTEP.

Schedule

This Scope of Work and the associated budget are based upon the understanding this project will be complete by the Spring of 2014.

Fees for Services

The fee for the above describe services is on a time and materials basis with a not-to-exceed limit of **Sixty Five Thousand Five Hundred Eighty Five dollars (\$65,585.00).**

All work will be performed from our Miles City and Billings offices.

Ms. Colton
August 14, 2013



If you have any questions or comments, please do not hesitate to contact me. I am available anytime to discuss the project or the current state of work. Thank you again for your time and consideration.

Sincerely,
DOWL HKM

Doug Enderson, P.E., PTOE
Project Manager

cc: A. Marum, DOWL HKM
File

CONSULTING AGREEMENT

LAND PLANNING SERVICES

THIS CONSULTING AGREEMENT (the "Agreement") is made and entered into this ____ day of _____, 2013, by and between the City of Miles City, a Montana municipal corporation, hereinafter referred to as "Client", and Land Solutions, LLC, a Montana limited liability company, hereinafter referred to as "Consultant".

RECITALS

A. Client desires for Consultant to provide certain consulting services in connection with the activities described in Exhibit A, Scope of Work, on behalf of Client, and Consultant desires to perform such services for Client.

B. Both Client and Consultant desire to set forth in writing the terms and conditions of their agreement.

NOW THEREFORE, in consideration of the premises hereof and the mutual covenants and conditions hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1

CONSULTING SERVICES

1.1 On the terms and conditions set forth herein, Client hereby engages Consultant to perform certain services described in Exhibit A. Consultant agrees to use its best efforts in the performance of the Services called for hereunder.

1.2 Consultant will report to and liaise with the Mayor and the Chairperson of the Planning Board & Zoning Commission.

Section 2

TERM OF AGREEMENT

2.1 The term of this Agreement shall commence on the date hereof and shall continue for a period of one year or until termination by either party, whichever comes first. Consultant's services shall consist of specific tasks and shall be performed at mutually agreeable times on an as-needed basis.

Section 3

COMPLIANCE

3.1 Consultant shall be an independent contractor. Nothing in this Agreement shall be construed to create any other relationship. Client will furnish direction to the Consultant, only; means and methods are matters within the Consultant's sole discretion.

3.2 As a part-time contractor, Consultant is not eligible for health or disability insurance, retirement benefits, or other welfare or pension benefits under the terms of Client's plans and programs. Consultant warrants that Consultant will retain in full force and effect workers compensation insurance and unemployment insurance as required by the state of Montana, and also professional errors and omissions insurance and general commercial liability insurance.

Section 4

COMPENSATION

4.1 Client agrees to pay Consultant at a rate of \$78 per hour for labor, \$32 per hour for travel time and mileage at a rate of \$0.55 per mile. Consultant shall invoice on a monthly basis or as otherwise acceptable to both parties. Client shall pay Consultant within 30 days of receiving each invoice.

Section 5

OBLIGATION FOR EXPENSES

5.1 Client shall reimburse Consultant for reasonable and necessary expenses incurred in the course of Consultant's work on behalf of Client within 30 days of invoice from Consultant. Reasonable and necessary expenses include accommodations, copying, maps, postage and similar direct expenses.

Section 6

OWNERSHIP OF DOCUMENTS

6.1 Consultant agrees that all information, analyses, methods, reports, and other data or materials generated or developed by Consultant under this Agreement or furnished by Client to Consultant shall be and remain the property of Client. Further, Consultant agrees to furnish to Client, in any format that the City may require, digitized

and usable forms of any such information, analyses, methods, report, data, materials, or final work products.

Section 7

RETURN OF MATERIALS

7.1 Upon the request of Client, Consultant shall surrender to Client all memoranda, notes, records, drawings, plans, correspondence and other documents or materials, and all copies thereof, pertaining to the methods employed by Client or furnished by Client to Consultant. Notwithstanding the foregoing, however, Consultant may keep personal copies of all work products developed for Client by Consultant during the term of Consultant's engagement.

Section 8

SCOPE OF AGREEMENT

8.1 This Agreement is intended by the parties to be the final expression of their agreement, and it constitutes the full and entire understanding between the parties with respect to the subject matter hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. This Agreement may be amended only in a writing signed by the parties to this Agreement.

8.2 For purposes of enforcing this Agreement, all sections of this Agreement, except Section 4.1 hereof, shall be construed as covenants independent of one another and as obligations distinct from all other contracts and agreements between the parties hereto.

Section 9

NOTICES

Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services, or by email notification with hard copy follow up;

If to Client:

Mayor of Miles City
17 S. 8th Street
Miles City, MT 59301
406-234-3462

If to Consultant:

Dave DeGrandpre
Land Solutions, LLC
36708 Leon Road
Charlo, MT 59824
Phone: 406-644-2658 (office)
406-885-7526 (cell)
Email: landsolutions@blackfoot.net

Section 10

LIABILITY

The limit of liability for any cause or combination of causes shall be, in total amount, limited to the fees paid under this agreement. This limit applies to all services performed by Consultant under the agreement. No action relating to the services performed under this agreement may be brought by either party more than two years after the services are performed.

Section 11

TERMINATION

This Agreement may be terminated by either party with thirty (30) days written notice to the other party. In the event of termination under this Section by either party, Client shall be obliged to compensate Consultant at the rate established herein for services performed prior to the date of such termination.

Section 12

GOVERNING LAW; DISPUTE RESOLUTION

This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Montana. The parties agree that they will use their best efforts to amicably resolve any dispute arising out of or relating to this Agreement. Any controversy, claim or dispute that cannot be so resolved shall be settled in the District Court of Custer County, Miles City, Montana.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year first above written.

By: Butch Grenz,
Mayor

By: Dave DeGrandpre
Managing Member, Land Solutions, LLC

EXHIBIT A – SCOPE OF WORK

Under the direction of City Council and working with the Planning Board & Zoning Commission, Land Solutions will perform the tasks below on an as-needed basis:

- Development application review, including subdivisions, zone changes, use permits and variances as necessary
- Attend Planning Board and Zoning Commission meetings
- Attend City Council meetings
- Provide guidance to the public on zoning and subdivision regulations and application processes
- Periodically hold office hours
- Provide training to the Planning Board and Zoning Commission on various topics
- Update subdivision and zoning regulations and the growth policy
- Work with City staff on application review and long range planning projects
- Develop/update the City's impact fees
- Hold public planning meetings and workshops as necessary

Finance Committee Tax Increment Finance District September 11, 2013

Tax Increment Finance District

Frequently Asked Questions (FAQs)

A Tax Increment Finance District is a tool, financially strapped municipalities can use to make the improvements they need, like new roads or new sewers, and provide incentives to attract businesses or to help existing businesses expand without tapping into general funds or raising taxes.

1. What is Tax Increment Financing?

Tax Increment Financing, or TIF, is a tool state lawmakers gave local governments in the 1980s to help communities restore their most run-down areas or jumpstart economically sluggish parts of town. Tax Increment Financing (TIF) allows a local government or redevelopment authority to generate revenues for a group of blighted properties targeted for improvement, known as a TIF district. As improvements are made within the district, and as property values increase, the incremental increases in property tax revenue are earmarked for a fund that is used for improvements within the district.

Since the federal and state governments have greatly reduced their support for economic development, TIF allows municipalities to accept some of this responsibility without raising local property taxes.

TIFs help local governments attract private development and new businesses. New businesses mean more jobs, more customers, and, in turn, more private investment. TIF designation also helps retain existing businesses that might otherwise find more attractive options elsewhere. The jobs and additional investment — private and public — mean more money for the community. TIF also helps to overcome the extraordinary costs that often prevent development and private investment from occurring on environmentally contaminated and other properties. As a result, the TIF area itself improves and property values go up.

Without TIF benefits, a deteriorating area will not improve. Businesses do not sink capital into decaying areas and most communities cannot afford the needed costly improvements without raising taxes. But in a TIF district, dollars for improvements are generated by businesses — new and old — attracted by the TIF benefits. Specifically, money for infrastructure improvements and other incentives comes from the growth in property tax revenues — the tax increment.

Expenditures of TIF-generated revenues are subject to certain restrictions and must be spent within the district. The funds generated from a new TIF district could be used to finance projects such as street and parking improvements, tree planting, installation of new bike racks, trash containers and benches, and other streetscape beautification projects within the designated area.

In Montana, TIF districts were authorized in 1974 and are assessed through property tax. Financing options include private activity revenue bonds, pay as you go, loans, special assessments, and tax increment bonds.

TIF districts are authorized in parts 7-15-4201 and 4301, et. Seq. Montana Code Annotated (MCA), the State's Urban Renewal Law. (See Appendix A for the entire statute.) Proposed TIF districts are typically characterized by blight and/or infrastructure deficiencies that have limited or prohibited new investment. A base year is established from which "incremental" increases in property values are measured. Virtually all of the resulting new property tax dollars (with the exception of the six mill state-wide university levy) can be directed to redevelopment and economic revitalization activities within the area in which they are generated.

While a TIF district is authorized by Montana statute and is monitored by the Department of Revenue, but the decision to create a TIF district is made at the local level.

Its formation must follow a careful process that reflects thoughtful community planning and sound public policy. Community and economic development programs that can benefit from the use of TIF should be identified in comprehensive planning documents that provide an overall vision for the community. In particular, the use of TIF must be identified as an implementation strategy in the Growth Policy for the jurisdiction.

A local government that wishes to create a TIF district must have a growth policy as defined in 76-1-601 MCA in place. The growth policy should identify, in its development goals and objectives, types of areas where the community or county proposes to encourage economic and community development, using a variety of financial and programmatic tools. Land use

Patient Collections Report

All Companies

MCFR COLLECTION ACCOUNTS

Call Date Range - Oldest Call Date To Most Recent Call Date

Total Page : 122 of 122

Page : 122 of 122

Date : 08/21/2013

Time : 10:38:49

History ID : 13605100

Grand Totals:

Total Patient Accounts on Report:	57
Total Calls on This Report:	63
Total Account Balances For This Report:	\$47754.71