

**Department New Request Form
Fiscal Year 2020**

Major Department

Division/Sub-Department

Request Category

Request Rating

Rank:

Title of New Request:

Funded?

1. Request Rationale:

This project will remove and replace 3,200 high risk trees in poor or very poor condition under Northwestern Energy distribution lines over the course of 10 years. The cost to the City is \$120,000 per year and this covers 1/4 of total annual cost. North Western Energy share is \$360K annually.

2. Service Delivery Impact:

If pilot program is not funded the City will continue to work with NWE to prune trees under power lines and mitigate associated risk.

3. Personnel Requirements (# FTE's required):

4. Cost Impact of New Program:

Account #	Item	Qty	Unit Cost	Requested One-Time	Requested Ongoing	FY 2020 Unfunded	FY 2020 Funded	Proposed FY 2021 Ongoing
2513.370.460439.350	Contractual Services	1	120000		120,000	120,000	-	
					-	-	-	
					-	-	-	
					-	-	-	
					-	-	-	
					-	-	-	
					-	-	-	
					-	-	-	
					-	-	-	
					-	-	-	
					-	-	-	
					-	-	-	
					-	-	-	
					-	-	-	
					-	-	-	
Expense Sub-Total				-	120,000	120,000	-	-

Revenue Offset:

Account #	Revenue Description	Proposed Onetime Revenue	Proposed Ongoing Revenue
2513.000.363020.00	P Park District Assessments	-	120,000
Revenue Sub-Total		-	120,000

Net Cost of Impact for New Program

April 2018

**Memorandum of Understanding
Between
Northwestern Energy and
Urban Forestry Division of the Missoula Parks and Recreation Department**

This Memorandum of Understanding (MOU) is entered into this _____ day of _____, 2018, by and between Northwestern Energy (NWE) and Urban Forestry Division of the Parks and Recreation Department of the City of Missoula, Montana, (UF) a municipal corporation, 435 Ryman, Missoula, Montana 59802, for the purpose of removing and replacing improper species and unsound trees under distribution and transmission line circuits within the City of Missoula right-of-ways. The NWE and UF are collectively referred to as the “Parties.”

WHEREAS, the Urban Forestry master plan, adopted in 2015, identified roughly twenty percent of the trees within public right-of-ways as having utility conflicts, and as of March 2018, 2,650 trees have utility conflicts, the increase is due to continuing tree inventory additions and updates;

WHEREAS, a collaboration between NWE and UF to remove trees that are in conflict with distribution and transmission lines and are structurally unsound, and reforest with species appropriate for planting under electric distribution and transmission lines;

WHEREAS, NWE and UF acknowledge that past clearance pruning practices have not been conducive to tree health and vigor, but were based on line clearance needs, resulting in poor to very poor tree conditions;

WHEREAS, NWE and UF have drafted a pilot program to address some of the worst of poor and very poor condition, mature trees, as well as young Class 3 trees that will require ongoing clearance pruning to reduce tree height under the Beckwith Street circuit;

WHEREAS, the pilot program is consistent with the Urban Forestry master plan via Removals Item 4, Planting Item 9, and Maintenance Item 4;

WHEREAS, the Beckwith Street circuit was chosen for the pilot program, due to the condition of the existing trees under the three phase circuit and the significant number of trees contributing an unacceptable level of risk to remain in the public right-of-way;

WHEREAS, the pilot program includes a total of 54 trees within the project area of those 17 warrant removal and replacement, 18 need clearance and deadwood pruning, and 19 trees require no pruning due to size and past pruning;

WHEREAS, the pilot program will reduce liability for NWE, the City of Missoula, and citizens by reducing the tree/part failures, insurance claims, fire hazards, power outages;

WHEREAS, the City of Missoula will benefit by increasing the reforestation under power line circuits with appropriate species, reducing costs, and increasing sustainability of the Urban Forest;

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NOW, therefore the Parties agree to the following terms:

I. SCOPE OF AGREEMENT

1. Northwestern Energy Obligations:

NWE and shall:

- A. Work cooperatively with UF to notify citizens of impending maintenance activities, and
- B. Follow UF policies and procedures for notification to residents of adjacent right-of-way removals, and
- C. Coordinate public service announcements with city public relations officers, and
- D. Follow all ANSI Z133 and OSHA standards, including industry best management practices, and municipal codes for tree pruning and removal within the City of Missoula right-of-ways, and
- E. Coordinate all work so that large trunk material are removed from right-of-ways in a timely manner and do not increase risk to the public, and
- F. Pay \$225 per replacement tree.

2. Urban Forestry Division of the Missoula Department of Parks and Recreation Obligations:

City shall:

- A. Work cooperatively with NWE to achieve the education-based goals of Right Tree, Right Place, and
- B. Cooperate with NWE to achieve consistent power line circuit maintenance pruning, tree removal and planting, and
- C. UF crews will remove large trunk material after tree canopies have been removed, and
- D. UF crews or contractors will grind stumps to 12” below grade including any lateral roots, and
- E. UF staff will create a reforestation plan for the power line circuit on Beckwith, and
- F. UF crews will re-plant power line circuit appropriate species.

II. GENERAL PROVISIONS

- 1. Modification and Amendment: This MOU may be modified or amended only in writing by the mutual agreement of all Parties.
- 2. Termination: This Agreement may be terminated by mutual agreement of the parties or by just cause, including but not limited to a breach of the terms of the Agreement, concerns for

April 2018

safety, or changes to funding. A minimum of 60 days written notice shall be provided by the terminating party to all other parties to effectuate termination under this clause.

3. Governing Law: This MOU shall be governed by the laws of the State of Montana. Venue for any litigation will be in Missoula County, State of Montana.
3. Binding Effect: The Obligations set forth in this MOU shall be binding upon, and the benefit of this MOU shall inure to the benefit of the Parties, their respective successors and assigns.
4. Relationship of the Parties: Nothing contained in this Agreement shall be deemed or construed, either by the Parties hereto or by any third party, to create the relationship of principal and agent or create any joint venture or other association between the Parties other than the collaboration described in this MOU.
5. Liability Insurance: NWE will obtain and maintain liability insurance in accordance with the requirements in Exhibit A.
6. Non-Discrimination and Affirmative Action: The Parties agree to abide by the City's Non-Discrimination and Affirmative Action policy, expressed in Exhibit B.
7. Indemnification: City agrees to indemnify and hold harmless NWE from all suits, demands, loss or liability, on account of or in connection with any injury, loss or damage to any person or property resulting or claiming to have resulted from use of the field site by City, its agents, employees, customers or visitors or resulting or claimed to have resulted from City's negligent acts or omissions, and further agrees that such indemnification shall include all damages, court costs, out of pocket expenses and attorney and paralegal fees, including any such costs, expenses and fees incurred in any appeals.

NWE agrees to indemnify and hold harmless City from all suits, demands, loss or liability, on account of or in connection with any injury, loss or damage to any person or property resulting or claiming to have resulted from use of the field site by NWE, its agents, employees, customers or visitors or resulting or claimed to have resulted from NWE's negligent acts or omissions, and further agrees that such indemnification shall include all damages, court costs, out of pocket expenses and attorney and paralegal fees, including any such costs, expenses and fees incurred in any appeals.

III. SIGNATURES

By signing below, the Parties agree to the terms of this Agreement.

April 2018

NORTHWESTERN ENERGY

By: _____ Date: _____

CITY

By: _____ Date: _____
John Engen, Mayor

ATTESTED TO BY: _____
City Clerk

REVIEWED BY: _____
City Attorney

INSURANCE, LEGAL RESPONSIBILITY AND SAFETY
General Conditions
Exhibit A

- A.01 **TYPES OF INSURANCE.** The Contractor shall purchase and maintain such liability and other insurance as is appropriate for the Work being performed, and as will protect the Contractor, the vicarious acts of subcontractors, the Owner, the Architect and Engineer, and the respective directors, officers, partners, agents, employees and other consultants and subcontractors of each and any of all such additional insureds from claims set forth below which may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the work, or by anyone for whose acts any of them may be liable:
- A. claims under workers' compensation, disability benefits, and other similar employee benefit acts;
 - B. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees;
 - C. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees;
 - D. claims for damages insured by usually available personal injury liability coverage;
 - E. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom;
 - F. claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle;
 - G. claims for bodily injury or property damage arising out of completed operations, and
 - H. claims involving contractual liability insurance applicable to the Contractor's Indemnification obligations under paragraph A.05.
- A.02 **TERMS AND LIMITS.** Without limiting any of the other obligations or liabilities of the Contractor, Contractor shall obtain and maintain all required insurance from companies lawfully authorized to do business in the State of Montana with minimum "A.M. Best Rating" of A-,VI.

- A. ADDITIONAL NAMED INSURED. With respect to insurance required by subparagraphs A01.A through A.01.H. inclusive, **include as additional insured the City of Missoula as Owner; the Architect, the Engineer and their respective officers, directors, partners, employees, agents, consultants and subcontractors of each and any of all such additional insureds, and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby.**
- B. TERMS OF COVERAGE. The insurance required by Paragraph A.01 of these General Conditions shall be written for not less than the limits of liability specified or required by law, whichever coverage is greater. Coverage shall be maintained without interruption from date of commencement of the Work until date of final payment and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work. With respect to completed operations insurance, and any insurance coverage written on a claims-made basis, such coverage shall remain in effect for at least two years after final payment. Any insurance bearing on adequacy of performance shall be maintained after completion of the project for the full guaranty period. Should any policy be canceled before final payment by the Owner to the Contractor and the Contractor fails immediately to procure other insurance as specified, the Owner reserve the right to procure such insurance and to deduct the cost thereof from any sum due the Contractor under this Contract.
- C. ADVANCE NOTIFICATION OF CANCELLATION, MODIFICATION OR NON-RENEWAL. All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with Paragraph A.01 of these General Conditions shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 45 days prior written notice has been given to Owner and Contractor and to each other additional insured named in these General Conditions to whom a certificate of insurance has been issued.
- D. CERTIFICATES OF INSURANCE. Contractor shall not commence work until Contractor has delivered to Owner, with copies to each additional insured, certificates of insurance as evidence of specified insurance coverage in force for the specified period. Failure of Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of Owner to identify a deficiency from evidence provided shall not be construed as a waiver of Contractor's obligations to maintain such insurance.
- E. CONTRACTOR'S LIABILITY NOT LIMITED. By requiring such insurance and insurance limits as listed in this document, Owner does not represent that coverage and limits will necessarily be adequate to protect Contractor, and such coverage and limits shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner in the Contract Documents.

F. COVERAGE AMOUNTS. The limits of liability for the insurance required by Paragraph A.01 of these General Conditions shall provide coverages for not less than the following amounts or greater where required by Law or Regulations:

1. Workers' Compensation and Related Coverages under subparagraphs A.01.A and A.01.B of these General Conditions:

- | | |
|-------------------------|-----------------------|
| a. State | <u>Statutory</u> |
| b. Applicable Federal | <u>Statutory</u> |
| c. Employer's Liability | <u>\$1,000,000.00</u> |

2. General Liability: The General Aggregate Limit shall apply separately to each of the Contractor's projects.

- | | |
|--|-----------------------|
| a. General Aggregate per project | <u>\$3,000,000.00</u> |
| b. Products- Completed Operations
(Aggregate) | <u>\$3,000,000.00</u> |
| c. Personal and Advertising Injury | <u>\$1,000,000.00</u> |
| d. Bodily Injury and Property Damage
<u>\$1,000,000.00</u>
(Each Occurrence) | |

e. Coverage will include:

- (1) Premises - Operations
- (2) Operations of Independent Contractor
- (3) Contractual Liability
- (4) Personal Injury
- (5) Products and Completed Operations
- (6) Broad Form Property Damage (to include explosion, collapse, blasting and underground where applicable.
- (7) Per Project Aggregate Endorsement.

f. Contractor's Liability Insurance under A.01.C through A.01.E and A.01.G may be satisfied by primary insurance or a combination of primary and excess or umbrella insurance. Primary occurrence limit cannot be less than \$1,000,000.00. The deductible, if any, may not exceed \$5,000.00 per occurrence.

- g. If the General Aggregate Limit is diminished by an amount of \$500,000 or greater, Contractor shall provide notice to Owner of this fact, and shall again provide such notice on each subsequent occasion on which the General Aggregate Limit is again diminished by an amount of \$500,000 or greater.

3. Automobile Liability under Paragraph A.01.F of the General Conditions:

- a. Combined Single Limit (bodily injury and property damage)

Each Accident	<u>\$1,000,000.00</u>
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- b. Coverage to Include:

- (1) All Owned
- (1) Hired
- (2) Non-Owned

- c. Contractor's Automobile Liability Insurance under Paragraph A.01.F must be satisfied by primary insurance of \$1,000,000.00. The deductible, if any, may not exceed \$5,000.00 per occurrence.

4. Contractor's Contractual Liability Coverage required by Paragraph A.01.H and Paragraph A.06 of these General Conditions shall provide coverage for not less than the amounts required by the contract for General Liability as follows:

- a. General Aggregate Per Project \$3,000,000.00

- b. Each Occurrence \$1,000,000.00

(Bodily Injury and Property Damage)

A.03 PROPERTY INSURANCE - PURCHASED BY CONTRACTOR

A. Before commencement of the work, the Contractor shall submit written evidence that he has obtained, from companies lawfully authorized to do business in the State of Montana with minimum "A.M. Best Rating" of A-,VI, for the period of the Contract, property insurance upon the work at the site in the amount of the original Contract Sum, plus value of subsequent Contract modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles.

- B. This policy shall be written on an "All-Risk" or open peril or special causes of loss policy form and include Completed Value Insurance coverage upon the entire project which is the subject of this Contract and including completed work and work in progress. At a minimum this insurance shall cover physical loss and damage to the Work itself, to temporary buildings or structures, and to materials and equipment in care, custody, control or in transit before and during installation, from at least the following perils or causes of loss: fire (with extended coverage), lightning, theft, vandalism and malicious mischief, earthquake, flood, water damage, windstorm, collapse, testing and startup, and debris removal including demolition occasioned by enforcement of Laws and Regulations, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.
- C. Such insurance shall be maintained in effect until final payment is made or until no person or entity other than the Owner has an insurable interest in the property required by this paragraph to be covered, whichever is later, unless otherwise agreed to in writing by Owner. Such insurance shall include as Additional Named Insured: The Owner; the Contractor, Subcontractors and their subcontractors, the Architect, the Engineer and their consultants; and each of their officers; employees and agents; and any other persons with an insurable interest designated by the Owner as an Additional Named Insured.
- D. The Owner will not carry separate insurance for this project. All required insurance coverage shall be purchased and maintained by the Contractor. Certificates of Insurance reflecting all required coverage shall be provided to Owner prior to issuance of the Notice to Proceed. ~~The following insurance coverage may be required and shall be obtained by Contractor, as specified for each project:~~
- ~~1. Loss of Use Insurance. The Contractor shall purchase and maintain Loss of Use Insurance to insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. Daily rate to be determined for each project and shall be specified when this coverage is required. This provision may be waived on a project-by-project basis.~~
 - ~~2. Property Insurance on real property at or adjacent to the site. Contractor shall purchase and maintain sufficient insurance on the Owner's property during the period of the contract to replace the structure or any part thereof due to loss by fire or any other cause, and to damage incurred by Owner's adjacent structures or buildings. The amount of this coverage shall be \$1,000,000 unless waived by Owner or an alternate amount is indicated elsewhere in these specifications.~~

A.04 **WAIVERS OF SUBROGATION.** Owner and Contractor waive all rights against each other and any subcontractor, Architect, Engineer, and any of their subcontractors,

and agents and employees, each of the other, for damages or causes of loss to the extent covered by property insurance obtained pursuant to Article A.03, or A.04 of these General Conditions, or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance. The Contractor, or Owner as appropriate, shall require of subcontractors, separate contractors, Architect, Engineer or their subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise.

- A.05 **INDEMNITY.** The Contractor shall hold harmless, indemnify and shall defend the Owner, the Architect, the Engineer and his consultants, and each of their officers and employees and agents, from any and all liability claims, demands, losses, costs, damages, expenses or liability to the extent arising or alleged to arise from the Contractor's performance of the work described herein, but not including the sole negligence of the Owner, the Architect, or the Engineer. Contractor shall procure and maintain in force, at its expense, the liability insurance required.
- A.06 **PATENTS AND ROYALTIES.** If any design, device, material or process covered by letters, patent, or copyright is used by the Contractor, he shall provide for such use by legal agreement with the Owner of the patent or a duly authorized licensee of such owner, and shall save harmless the Owner and the Engineer from any and all loss or expense on account thereof, including its use by the Owner.
- A.07 **PERMITS.** All permits and licenses necessary for the prosecution of the work shall be secured and paid for by the Contractor in advance of prosecution of work.
- A.08 **LAWS TO BE OBSERVED.** The Contractor shall give all notices and comply with all Federal, State and local laws, ordinances and regulations in any manner affecting the conduct of the work, and all such orders and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the Owner and the Engineer against any claim or liability arising from, or based on, the violation of any such law, ordinance, regulation, order or decrees, whether by himself or his employees.

A. Motor Vehicles. Contractor's attention is specifically invited to Montana Statutes regarding Motor Vehicle Registration requirements (MCA 61-3-701). Vehicles used in gainful occupation or business enterprise in Montana, including highway work, shall be registered with a County Treasurer, and Montana license plates or other identification markers shall be issued and displayed upon the vehicle when operated in Montana. Residents of Montana may not operate vehicles with a driver's license issued by any other state than Montana, may not operate motor vehicles without a valid Montana Driver's License (MCA 61-3-302).

- A.09 **WRITTEN NOTICE.** Written notice shall be considered as served when delivered in person or sent by registered mail to the individual, firm or corporation or to the last business address of such known to him who serves the notice.
- A. **Change of Address:** It shall be the duty of each party to advise the other parties to the Contract as to any change in his business address until completion of the Contract.
- A.10 **ASSIGNMENT OF CONTRACT.** Neither the Contractor nor the Owner shall sublet, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title or interest therein, or his obligations there under, without written consent of the other party.
- A.11 **ORAL AGREEMENTS.** No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.
- A.12 **WORK DURING AN EMERGENCY.** The Contractor shall perform any work and shall furnish and install any materials and equipment necessary during an emergency endangering life or property. In all cases he shall notify the Owner of the emergency as soon as practicable, but he shall not wait for instructions before proceeding to the properly protect both life and property.
- A.13 **WARNING SIGNS AND BARRICADES.** The Contractor shall provide adequate signs, barricades, red lights and watchmen and take all necessary precautions for the protection of the work and the safety of the public. All barricades and obstructions shall be protected at night by suitable signal lights which shall be kept burning from sunset to sunrise. All traffic control devices shall meet the standards set forth in the manual on Uniform Traffic Control Devices. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction, barricades, or detours exist.
- A.14 **PUBLIC CONVENIENCE.** The Contractor shall at all times so conduct his work as to insure the least possible obstruction to traffic and inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property. No road or street shall be closed to the public except with the permission of the Engineer. Fire hydrants on or adjacent to the work shall be kept accessible to firefighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches, which shall not be obstructed.
- A.15 **SAFETY.** In accordance with general accepted construction practices, the Contractor shall be solely and completely responsible for conditions of the job site,

including safety of all persons and property affected directly or indirectly by his operations during the performance of the work. This requirement will apply continuously 24 hours per day until acceptance of the work by the Owner and shall not be limited to normal working hours.

- A. **The duty of the Engineer** to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on, or near the construction site.
- A.16 **EXISTING CONSTRUCTION.** When new construction is adjacent to or crosses highways, railroads, streets or utilities under the jurisdiction of State, County, City or other public agency, public utility or private entity, the Contractor shall secure written permission from the proper authority before executing such new construction. A copy of this written permission must be filed with the owner before any work is done. The Contractor shall replace or repair all existing construction damaged in the execution of this Contract. The Contractor will be required to furnish a release from the proper authority before final acceptance of the work.
- A.17 **SANITARY PROVISIONS.** The Contractor shall provide and maintain such sanitary accommodations for the use of his employees and those of his Subcontractors as may be necessary to comply with the requirements and regulations of the local and state departments of Health.

CITY OF MISSOULA NON-DISCRIMINATION POLICY

Exhibit B

NON-DISCRIMINATION. All hiring shall be on the basis of merit and qualification and there shall be no discrimination in employment on the basis race, ancestry, color, physical or mental disability, religion, national origin, sex, age, marital or familial status, creed, ex-offender status, physical condition, political belief, public assistance status or sexual orientation, gender identity or expression, except where these criteria are reasonable bona fide occupational qualifications.

AFFIRMATIVE ACTION POLICY. Contractors, subcontractors, sub grantees, and other firms doing business with the City of Missoula must be in compliance with the City of Missoula's Affirmative Action Plan, and Title 49 Montana Codes Annotated, entitled "Human Rights" or forfeit the right to continue such business dealings.

The City's Affirmative Action Policy Statement is:

The Mayor of the City of Missoula or the Mayor's designee may adopt an affirmative action plan to provide all persons equal opportunity for employment without regard to race, ancestry, color, handicap, religion, creed, national origin, sex, age, marital status. In keeping with this commitment, we are assigning to all department heads and their staff the responsibility to actively facilitate equal employment opportunity for all present employees, applicants, and trainees. This responsibility shall include assurance that employment decisions are based on furthering the principle of equal employment opportunity by imposing only valid requirements for employment and assuring that all human resource actions are administered on the basis of job necessity.

Specific responsibility for developing, implementing, monitoring and reporting are assigned to the City Personnel staff under the supervision and direction of the Chief Administrative Officer and the Mayor.

It is the policy of the City of Missoula to eliminate any practice or procedure that discriminates illegally or has an adverse impact on an "affected" class. Equal opportunity shall be provided for all City employees during their terms of employment. All applicants for City employment shall be employed on the basis of their qualifications and abilities.

The City of Missoula, where practical, shall utilize minority owned enterprises and shall ensure that subcontractors and vendors comply with this policy. Failure of subcontractors and vendors to comply with this policy statement shall jeopardize initial, continued, or renewed funds.

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Our commitment is intended to promote equal opportunity in all employment practices and provide a positive program of affirmative action for the City of Missoula, its employees, program participants, trainees and applicants.



Memorandum

Date: April 4, 2018

To: Park Board

From: Marie Anderson, Urban Forestry Specialist 1

CC: Donna Gaukler, Director
Chris Boza, Urban Forester
Betsy Willett, Administrative Manager – Operations

Re: Northwestern Energy Cooperative Removal and Replacement Pilot Program -
Memorandum of Understanding

Background

The Urban Forestry Masterplan, adopted in 2015, identifies approximately twenty percent of public right-of-way trees as having utility conflicts. Many of those trees are now in poor to very poor condition due to years of clearance pruning activities and would require city funded removal. While industry best management practices have since evolved, the trees have been left with numerous structural defects, including deadwood and decay.

Discussion

The cooperative pilot program with NorthWestern Energy, would focus on the section of Beckwith from Hill to Walnut Streets. This area was chosen due to the numerous poor, very poor condition trees, and young class three trees planted under the three phase circuit that need to be removed and replaced with appropriate power line corridor species. Seventeen trees have been identified as removals, eighteen will be pruned for deadwood and power line clearance, and nineteen require no maintenance for a total of fifty four trees within the project area. A Memorandum of Understanding has been drafted for discussion and review, for the outlined pilot program.

Recommendation

Staff recommends that the Park Board reviews and recommends the Northwestern Energy Cooperative Removal and Replacement Pilot Program – Memorandum of Understanding and forwards it to the Parks and Conservation Committee for review, consideration and final adoption by City Council.

Marie Anderson
Urban Forestry Specialist 1