



**ROOM A | 130 6TH STREET WEST
COLUMBIA FALLS, MT 59912**

**PHONE (406) 892-4391
FAX (406) 892-4413**

**CITY COUNCIL REGULAR MEETING
AGENDA
MONDAY, MAY 02, 2022
COUNCIL CHAMBERS CITY HALL**

FINANCE COMMITTEE – 6:30 P.M

(Barnhart, Karper, Lovering)

NOTE: The Regular Council Meeting is held in the Council Chambers as well as by virtual meeting. Please contact City Clerk Barb Staland no later than 6 pm on the night of the meeting to obtain ZOOM meeting access by calling (406) 892-4391 or email: staalandb@cityofcolumbiafalls.com

REGULAR MEETING – 7:00 P.M.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

CONSENT AGENDA:

- 1.** Approval of Claims - May 2, 2022 - \$67,178.91
- 2.** Approval of Payroll Claims - April 29, 2022 - \$85,106.77
- 3.** Approval of April 18, 2022 Regular City Council Meeting Minutes
- 4.** Approval of Morrison-Maierle Engineering Services Contract - Reconstruct and Overlay Project and authorize City Manager to execute
- 5.** Approval of KLJ Engineering Miscellaneous Services Agreement and authorize City Manager to execute
- 6.** Approval of SANE Exam Services Contract - Logan Health Medical Center and authorize City Manager's signature
- 7.** Approval of BNSF Utility Inspector Agreement and Permit 22-13906 for Water Main Installation on 12th Ave West and authorize City Manager to execute all necessary documents
- 8.** Approval of the Certificate of Completion - 2020 Water System Revenue Bonds and authorize submission to MT DNRC (one-year project completion)

VISITORS/PUBLIC COMMENT (Items not on agenda)

APPOINTMENTS:

9. Police Commission - Reappoint Shawn Bates, 3 year term ending April 2025

NOTICE OF PUBLIC HEARINGS/PUBLIC HEARINGS:

10. Public Hearing: Request to Amend a Planned Unit Development in the Columbia Falls Zoning Jurisdiction:

Ruis Holdings 540 Nucleus Ave LLC is requesting an Amendment to their Planned Unit Development overlay for the property located at 540 Nucleus Avenue which was the former Bank of Columbia Falls site. The owner is amending the design of the south building to allow a height of 40-feet to the top of parapet and also allow a casino in the proposed restaurant on the main floor. Otherwise, the building meets all use and dimensional requirements. The property is described as Lots 11-15 and also all that portion of the east half of the vacated alleyway lying adjacent to the west boundary line of said Lots 11-15 inclusive of Block 37 and Lot 10A of the Amended Plat of Lots 1-3 & Lots 6-10 of Block 37 according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

- a. Adopt Staff Report CPUD-22-02 as Findings of Fact
- b. Approval PUD with Conditions (See Ordinances)

11. Public Hearing - Request for an Amendment to Conditional Use Permit to Construct 36 Apartment Units in the Columbia Falls Zoning Jurisdiction:

The applicant, Toby Gilchrist, is requesting an amendment to an approved Conditional Use Permit that allows the construction of 36 apartment units in two buildings, eighteen units in each building. The proposed amendment would allow the north building to allow owners of the units to offer short term rentals of the units. The south building would remain exclusively long-term rental (30-days or more). None of the other elements of the project change with the request of this amendment and this amendment only deals with the length of stay for the north building. The property is located approximately ¼ mile north of Highway 2 at 302 Meadow Lake Blvd. The property is described as Assessors' Tracts 2BDEA and 2BDAEA of Section 7, Township 30 North, Range 20 West, P.M.M., Flathead County.

- a. Adopt Staff Report CCU-22-01 as Findings of Fact
- b. Approve, Amend or Deny Request for Amendment to Conditional Use Permit

12. Notice of Public Hearings - Planning Board May 10th and City Council June 6th:

The Columbia Falls City-County Planning Board will hold a public hearing for the following item at their regular meeting on Tuesday, May 10, 2022 at 6:30 p.m. at the Council Chambers of City Hall, 130 6th Street West, Columbia Falls, Montana. The Columbia Falls City Council will hold a subsequent hearing on Monday June 6, 2022 starting at 7:00 p.m. in the same location.

Request A Conditional Use Permit to construct two six-plex apartments in the Columbia Falls Zoning Jurisdiction:

A request by Big Sky Living, LLC for a Conditional Use Permit (CUP) to build a six-plex

condominium/apartment building on each of two lots owned by the applicant. As a result, there will be a total of twelve units proposed. The six-plex's will occupy Lots 166 and 167 of Hilltop Homes Subdivision located on Diane Road in Columbia Falls. The properties are zoned CRA-1 (Multi-Family Residential) which requires a CUP to construct a three-plex or greater within the zoning district. The properties are addressed at 9 and 11 Diane Road and described as Lots 166 and 167 of the Hilltop Homes subdivision in Section 18, Township 30 North, Range 22 West, P.M.M., Flathead County

Request to change the zoning from CR-5 (Two-Family Residential) to CR-3 (One-Family Residential) in the Columbia Falls Zoning Jurisdiction:

The applicant, Rhonda Hoon, is requesting a zone change at 1115 Nucleus Avenue in the Columbia Falls area from the current CR-5 (Two-Family Residential) to a CR-3 (One-Family Residential) designation. The property currently has a house and a detached garage on the property. The applicant would like to convert the garage to an accessory dwelling. The property is described as Lot 3, Block 8 of Nucleus Addition in Section 17, Township 30 North, Range 20 West, P.M.M., Flathead County.

Interested persons are allowed to attend the hearing(s) in person or via ZOOM. Persons are encouraged to submit written comments prior to the meeting. Written comments carry the same weight as public testimony given during the hearing. Written comments may be sent to Columbia Falls City Hall, Attention: Barb Staaland, City Clerk, 130 6th Street West, Room A, Columbia Falls, MT 59912 or via email: staalandb@cityofcolumbiafalls.com. For more information on the proposed Conditional Use Permit or Zone Change, please call Eric Mulcahy, Columbia Falls City Planner at 755-6481. To obtain the ZOOM meeting registration, contact City Clerk Barb Staaland via email or by calling (406) 892-4391 no later than 5:30 p.m. the day of the meeting.

ORDINANCES / RESOLUTIONS:

- 13. First Reading - Ordinance # 816:** An Ordinance of the City Council of the City of Columbia Falls, Montana, Amending the Columbia Falls Zoning Map to Allow the Development of an Amended Planned Unit Development (PUD) Overlay at 540 Nucleus Avenue Described as Lots 11 Thru 15 And Also All That Portion Of The East Half Of The Vacated Alleyway Lying Adjacent to the West Boundary Line of Said Lots 11 – 15 Inclusive of Block 37 and Lot 10A of the Amended Plat of Lots 1-3 & Lots 6-10 of Block 37, Columbia Falls, Montana, According to the Map or Plat Thereof on File and of Record in the Office of the Clerk and Recorder of Flathead County, Montana.

REPORTS / BUSINESS FROM MAYOR & COUNCIL

CITY MANAGER REPORT:

Project Updates

Review of Pool Fees

CITY ATTORNEY REPORT

ADJOURN

Next Scheduled Meetings:

City Council – Regular Meeting, **Monday, May 16th** – 7:00 PM

Planning Board – Tuesday, May 10th - 6:30 pm

Council Noise Ordinance Committee - Tuesday, May 10th - 10 am

04/27/22
15:45:15

CITY OF COLUMBIA FALLS
Claim Approval List
For the Accounting Period: 4/22

Page: 1 of 11
Report ID: AP100V

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/	Document \$/	Disc \$						Cash
		Invoice #/Inv Date/Description	Line \$		PO #	Fund Org	Acct	Object	Proj	Account
43084		3112 406 CLEANING OF COLUMBIA FALLS	3,600.00							
	147	04/25/22 FAC-APRIL JANITORIAL SERVICE	3,600.00			1000	411200	399		101000
		Total for Vendor:	3,600.00							
43087		2953 AXON ENTERPRISE, INC.	122.40							
	INUS068463	04/19/22 PD-CAMERA BATTERIES X3	122.40			1000	420100	220		101000
		Total for Vendor:	122.40							
43091		2930 BNSF RAILWAY CO	4,966.00							
		EDA Water Pipeline Permit - \$3700.00								
		EDA Railroad Protective Liability Insurance - \$1266.00								
		Permit #22w-13906								
		22W-13906 04/23/22 EDA-WTR PIPELINE PERMIT	3,700.00			2959	470300	930		101000
		22W-13906 04/23/22 EDA-RAILROAD LIABILITY INS.	1,266.00			2959	470300	930		101000
		Total for Vendor:	4,966.00							
43043		1260 CARQUEST AUTO PARTS	733.01							
	18048	04/12/22 PRKS-ENGINE AIR FILTER	14.97			1000	460400	232		101000
	18047	04/12/22 PRKS-ENGINE OIL/FILTER	86.71			1000	460400	231		101000
	18272	04/18/22 SWR-WHITE TOP COAT	10.47			5310	430600	240		101000
	18402	04/20/22 SWR-TOP COAT/WAX GREASE REMOVE	86.22			5310	430600	240		101000
	18205	04/15/22 PRKS-SOCKET SET	28.56*			1000	460400	212		101000
	18205	04/15/22 PRKS-BATTERY + CORE RETURN	164.07			1000	460400	232		101000
	18066	04/12/22 PRKS-ENGINE OIL FILTER RETURN	-0.20			1000	460400	231		101000
	18296	04/18/22 STRS-RUST PREVENTIVE, TOP COAT	139.27			2500	430200	240		101000
	18463	04/20/22 STRS-2005 FORD STARTER	202.94			2500	430200	232		101000
		Total for Vendor:	733.01							
43065		3028 CENTURYLINK - BUSINESS SERVICES	1,429.42							
	289111824	04/20/22 ADMIN-3/20/22-4/20/22	31.96			1000	410400	345		101000
	289111824	04/20/22 FIN-3/20/22-4/20/22	99.82			1000	410500	345		101000
	289111824	04/20/22 COMP-3/20/22-4/20/22	832.96*			1000	410580	345		101000
	289111824	04/20/22 PD-3/20/22-4/20/22	159.80			1000	420100	345		101000
	289111824	04/20/22 FD-3/20/22-4/20/22	51.87			1000	420400	345		101000
	289111824	04/20/22 BLDG-3/20/22-4/20/22	15.98			2394	420500	345		101000
	289111824	04/20/22 WTR-3/20/22-4/20/22	34.62			5210	430500	345		101000

04/27/22
15:45:15

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Page: 2 of 11
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		289111824 04/20/22 SWR-3/20/22-4/20/22	34.62*			5310 430600	345	101000
		289111824 04/20/22 STRS-3/20/22-4/20/22	7.99			2500 430200	345	101000
		289111824 04/20/22 CRTS-3/20/22-4/20/22	159.80			1000 410360	345	101000
		Total for Vendor:	1,429.42					
43062	E	997 CENTURYLINK - ELECTRONIC PAY	831.76					
		MARCH 2022						
		041822 04/18/22 CRTS-3/19/22-4/18/22	31.63			1000 410360	345	101000
		041822 04/18/22 PD-3/19/22-4/18/22	126.98			1000 420100	345	101000
		041822 04/18/22 FD-3/19/22-4/18/22	64.10			1000 420400	345	101000
		041822 04/18/22 POOL-3/19/22-4/18/22	35.60			1000 460445	345	101000
		041822 04/18/22 STRTS-3/19/22-4/18/22	132.95			2500 430200	345	101000
		041822 04/18/22 WTR-3/19/22-4/18/22	203.50			5210 430500	345	101000
		041822 04/18/22 SWR-3/19/22-4/18/22	237.00*			5310 430600	345	101000
		Total for Vendor:	831.76					
43071		14 CITY OF COLUMBIA FALLS	423.34					
		042222 04/22/22 FAC-3/17-4/18/22	111.53			1000 411200	342	101000
		042222 04/22/22 FD-3/17-4/18/22	31.76			1000 420400	342	101000
		042222 04/22/22 PRKS-3/17-4/18/22	48.34			1000 460400	342	101000
		042222 04/22/22 STRS-3/17-4/18/22	97.33			2500 430200	342	101000
		042222 04/22/22 WTR-3/17-4/18/22	46.87			5210 430500	342	101000
		042222 04/22/22 SWR-3/17-4/18/22	87.51			5310 430600	342	101000
		Total for Vendor:	423.34					
43073		3120 COLUMBIA FALLS PETERBILT	561.94					
		2074F 04/20/22 SWR-FORD F650 ENGINE REPAIR	561.94			5310 430600	361	101000
		Total for Vendor:	561.94					
43076		990 COLUMBIA NURSERY & LANDSCAPE	295.00					
		83548 04/22/22 PARKS-MAPLE TREE	295.00			1000 410131	390	101000
		Total for Vendor:	295.00					
43056		1711 COMFORT SYSTEMS USA	246.63					
		92007563 04/14/22 FAC-PLANNED MAINT CITY HALL	237.31			1000 411200	366	101000
		92007577 04/14/22 FAC-REPLACE CAPACITOR CITY H	9.32			1000 411200	366	101000
		Total for Vendor:	246.63					

04/27/22
15:45:15

CITY OF COLUMBIA FALLS
Claim Approval List
For the Accounting Period: 4/22

Page: 3 of 11
Report ID: AP100V

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43066		1797 DEPARTMENT OF ADMINISTRATION	72.84					
		SITSD50587 04/17/22 PD-ITSD/EMAIL 3/1-3/31/22	72.84			1000 420100	355	101000
		Total for Vendor:	72.84					
43090		3104 FIRST CALL COMPUTER SOLUTIONS,	1,700.00					
		APRIL IT SERVICES						
		79937 05/01/22 COMP-APRIL IT SERVICES	1,700.00			1000 410580	355	101000
		Total for Vendor:	1,700.00					
43079		999999 FLAMMOND, LUKE	192.10					
		WATER DEPOSIT REFUND 08167.05						
		042222 04/22/22 WTR-DEPOSIT REFUND 08167.05	192.10			5210 214010		101000
		Total for Vendor:	192.10					
43049		1892 FLATHEAD COUNTY	150.00					
		5678 04/14/22 OWNER LIST - T & W SCHOLZ	75.00*			1000 411000	390	101000
		5689 04/25/22 OWNER LIST - L & R LEVANG	75.00*			1000 411000	390	101000
		Total for Vendor:	150.00					
43070		2948 GLACIER CLOTHING CO.	57.00					
		HAT AND VEST						
		10972 04/20/22 WTR-EMBROIDERY-CALEB S	28.50			5210 430500	220	101000
		10972 04/20/22 SWR-EMBROIDERY-CALEB S	28.50			5310 430600	220	101000
		Total for Vendor:	57.00					
43082		3113 GLOBAL ARCHIVES INC	166.32					
		22032528 04/25/22 WTR-MONTHLY STORAGE AS BUILT	83.16*			5210 430500	363	101000
		22032528 04/25/22 SWR-MONTHLY STORAGE AS BUILT	83.16			5310 430600	363	101000
		Total for Vendor:	166.32					
43046		2806 HANSON'S HARDWARE	470.28					
		600927 04/13/22 SWR-PAIL & LID, DIGGING BAR	9.48			5310 430600	240	101000
		600927 04/13/22 SWR-DIGGING BAR	55.99			5310 430600	212	101000
		600879 04/07/22 PRKS-ZIP TIES	15.99			1000 460400	220	101000
		600879 04/07/22 PRKS- WD CLEANER	3.99			1000 460400	220	101000
		600947 04/14/22 WTR-PROPANE CYLIND	17.99			5210 430500	220	101000

04/27/22
15:45:15

CITY OF COLUMBIA FALLS
Claim Approval List
For the Accounting Period: 4/22

Page: 4 of 11
Report ID: AP100V

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	600947	04/14/22 WTR-TORCH	54.99			5210 430500	212	101000
	600849	04/05/22 PRKS-DBL END BOLT SNAP	9.58			1000 460400	240	101000
	600849	04/05/22 PRKS-LEATHER GLOVES	12.99			1000 460400	226	101000
	600849	04/05/22 PRKS-SEED/MULCH	35.99			1000 460400	225	101000
	600864	04/06/22 PRKS-DBL END BOLT SNAP	9.58			1000 460400	240	101000
	600864	04/06/22 PRKS-GLASSES	6.49			1000 460400	220	101000
	601028	04/22/22 WTR-D BATT FOR LINE LOCATOR	41.98			5210 430500	220	101000
	601022	04/21/22 PRKS-SEED/MULCH	35.99			1000 460400	225	101000
	601012	04/20/22 SWR-MISC SCREWS	20.41			5310 430600	240	101000
	601060	04/25/22 SWR-SCREW, ELBOW, BARB INSERT	15.03			5310 430600	240	101000
	601036	04/22/22 STRS-MISC SCREWS	2.85			2500 430200	240	101000
	600910	04/11/22 STRS-14GA STEEL CHANNEL	89.98			2500 430200	242	101000
	601001	04/19/22 STRS-CLEAR TAPE/ BATTERIES	30.98			2500 430200	220	101000
		Total for Vendor:	470.28					
43078		1119 HDR ENGINEERING, INC.	10,754.35					
		Biosolids Plan - Inv # 7 - FEB 27-MAR 26 2022 (DNRC Planning Grant pays portion)						
		WWTP AND SWERE IMPROVEMENTS (ARPA) PROJECT INV#1 NOV 3 2021-MAR 26 2022						
	1200425478	04/18/22 Biosolids Plan-T0 #6, Inv.	4,092.90			5310 430600	354	101000
Inv #4								
	1200425479	04/19/22 WWTP & Swr Improvement Pro	6,661.45			5310 430600	930	101000
		Total for Vendor:	10,754.35					
43085		1659 HIGH COUNTRY LINEN SUPPLY	246.82					
	0499581	04/25/22 FAC-CITY HALL, POLC, CRT, FIN	216.76			1000 411200	224	101000
	0499580	04/25/22 FAC-FIRE HALL	30.06			1000 411200	224	101000
		Total for Vendor:	246.82					
43045		2849 J2 BUSINESS PRODUCTS	133.77					
	1161234-0	04/13/22 WTR-WHITE CARD STOCK	7.82			5210 430500	210	101000
	1161234-0	04/13/22 SWR-WHITE CARD STOCK	7.82			5310 430600	210	101000
	1161234-0	04/13/22 FIN-WHITE CARD STOCK	7.81			1000 410500	210	101000
	1161665-0	04/14/22 PD-CLASP ENVELOPES/ COPY PA	69.54			1000 420100	210	101000
	1162009-0	04/15/22 PD-LABEL TAPE REFILL	40.78			1000 420100	210	101000
		Total for Vendor:	133.77					

04/27/22
15:45:15

CITY OF COLUMBIA FALLS
Claim Approval List
For the Accounting Period: 4/22

Page: 5 of 11
Report ID: AP100V

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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
43054		3004 JIFFY LUBE	94.48					
	34933764	04/16/22 PD-CAR 16 OIL CHANGE & SRVS	94.48			1000 420100	361	101000
		Total for Vendor:	94.48					
43058		1504 KALISPELL COPY CENTER	54.95					
	226791	04/20/22 WTR-SAFETY VEST FOR CALEB	27.48			5210 430500	220	101000
	226791	04/20/22 SWR-SAFETY VEST FOR CALEB	27.47			5310 430600	220	101000
		Total for Vendor:	54.95					
43069		3078 KLJ ENGINEERING LLC	441.00					
		CF Quiet Zone Study						
	10167764	04/22/22 QUIET ZN PRO SRVS END 4/9/22	441.00			1000 410100	399	101000
		Total for Vendor:	441.00					
43077		162 LOGAN HEALTH - WHITEFISH	18.00					
	2481873	04/16/22 PD-EVID BLOOD COLLECTION	18.00*			1000 420100	390	101000
		Total for Vendor:	18.00					
43068		1493 MAHUGH FIRE & SAFETY	142.50					
	101704	04/21/22 PD-EXTINGUISHER SERVICE/REPAIR	142.50			1000 420100	360	101000
		Total for Vendor:	142.50					
43075		735 MASTER TECH REPAIR	10.00					
	7083-8	04/20/22 PRKS-AIR CLEANER/SPARK PLUGS	10.00			1000 460400	232	101000
		Total for Vendor:	10.00					
43092		999999 MCKENZIE, MARGARET OR MCKENZIE,	21.82					
	042522	04/25/22 WTR-OVERPMT REFUND	21.82			5210 214010		101000
		Total for Vendor:	21.82					
43050		631 MONTANA DEPT. OF ENVIRONMENTAL	380.00					
	5J2200309	04/03/22 SWR-J PALIGA WW TESTING FEE	140.00			5310 430600	380	101000
	5R2201059	04/02/22 FIN-S. BATES WTR RENEWAL FE	30.00			5210 430500	335	101000
	5R2200158	04/04/22 WTR-M. LAMPMAN WTR RENWL FE	30.00			5210 430500	335	101000
	5R2201272	04/02/22 WTR-H. GEORGE WTR RENWL FEE	30.00			5210 430500	335	101000
	5R2201272	04/02/22 SWR-H. GEORGE SWR RENWL FEE	40.00			5310 430600	335	101000

04/27/22
15:45:15

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Claim Approval List
For the Accounting Period: 4/22

Page: 6 of 11
Report ID: AP100V

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	5R2200082	04/04/22 SWR-G. JENKINS SWR RENWL FE	40.00			5310 430600	335	101000
	5R2200082	04/04/22 WTR-G. JENKINS WTR RENWL FE	30.00			5210 430500	335	101000
	5R2201238	04/02/22 SWR-D. SANDSON SWR RENWL FE	40.00			5310 430600	335	101000
		Total for Vendor:	380.00					
43052		3152 MONTANA ELITE LLC	2,395.00					
		UV LIGHTS REPAIR						
	2203	04/14/22 SWR-UV LIGHTS REPAIR	2,395.00			5310 430600	360	101000
		Total for Vendor:	2,395.00					
43093		722 MORRISON-MAIERLE, INC.	25,437.47					
	000220721	04/15/22 INV#5-12TH AVE W IMPROVEMEN	24,702.47			2959 470300	930	101000
	000220731	04/15/22 WTR-ON CALL SERVICES	367.50			5210 430500	354	101000
	000220731	04/15/22 SWR-ON CALL SERVICES	367.50			5310 430600	354	101000
		Total for Vendor:	25,437.47					
43059		2707 MOUNTAIN ALARM	90.75					
		ALARM MONITORING 5/1-5/31/22						
	2783519	05/01/22 FAC-CITY HALL MAY 2022	42.35			1000 411200	366	101000
	2782413	05/01/22 FAC-FD MAY 2022	48.40			1000 411200	366	101000
		Total for Vendor:	90.75					
43074		1247 MURDOCH'S RANCH & HOME KALISPELL	42.21					
	8052/34	04/21/22 PRKS-MIXED ENGINE FUEL	32.99			1000 460400	231	101000
	7987/34	04/12/22 STRS-BOLTS, NUTS, WASHERS	3.69			2500 430200	240	101000
	7992/34	04/13/22 STRS-BLOTS, NUTS, WASHERS	5.53			2500 430200	240	101000
		Total for Vendor:	42.21					
43035		52 NAPA AUTO PARTS	356.43					
	000301	03/31/22 STRS-TEMP GUN	99.49			2500 430200	212	101000
	000301	03/31/22 STRS-MAPROCYL	13.49			2500 430200	220	101000
	000837	04/05/22 FD-DIESEL EXHAUST FLUID	37.98*			1000 420400	231	101000
	000678	04/04/22 SWR-VAC TRUCK FILTERS	118.91			5310 430600	232	101000
	001234	04/08/22 STRS-SPARK PLUGS	2.23			2500 430200	232	101000
	001468	04/11/22 SWR-HITCH PINS	5.99			5310 430600	240	101000
	002173	04/18/22 SWR-ADHESIVE SEALANT	8.29			5310 430600	240	101000
	002443	04/20/22 SWR-COUPLER	48.99			5310 430600	240	101000

04/27/22
15:45:15

CITY OF COLUMBIA FALLS
Claim Approval List
For the Accounting Period: 4/22

Page: 7 of 11
Report ID: AP100V

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account	
	002949	04/25/22 SWR-BAT CABLES, FUEL LINES	21.06			5310	430600	232	101000
		Total for Vendor:	356.43						
43080		2168 NORTH CENTRAL LABORATORIES	87.96						
	469422	04/19/22 SWR-NITRIFICATION INHIBITOR	87.96			5310	430600	222	101000
		Total for Vendor:	87.96						
43088		2002 NORTHWEST PARTS & EQUIPMENT &	33.17						
	C307625	04/22/22 SWR-SRVS TRUCK AIR COMPRESSOR	33.17			5310	430600	940	101000
		Total for Vendor:	33.17						
43086		2816 O'REILLY AUTO PARTS	97.04						
	388013	04/24/22 PD-RAIN-X AND TERRY TOWELS	31.48			1000	420100	220	101000
	387398	04/19/22 STRS-EXHAUST FLUID	59.96			2500	430200	231	101000
	386465	04/08/22 STRS-FUEL FILTER	5.60			2500	430200	232	101000
		Total for Vendor:	97.04						
43089		3085 ORTHOPEDIC REHAB INC	200.00						
ACCT#32956									
	69872	04/18/22 FD-PRE-EMPLOYMENT SCREENINGS	200.00			1000	420400	390	101000
		Total for Vendor:	200.00						
43055		801 PACIFIC STEEL & RECYCLING	238.40						
	7982413	04/13/22 SWR-STEEL PLATES WORK TRUCK	238.40			5310	430600	940	101000
		Total for Vendor:	238.40						
43081		3100 PEDROS PROPERTIES	3,700.00						
REPLACE WATERLINE AT 1125 5TH AVE W									
	2022-041	04/01/22 WTR-WTRLINE REPLACE 1125 5TH	3,700.00			5210	430500	360	101000
		Total for Vendor:	3,700.00						
43044	E	3008 REPUBLIC SERVICES	541.95						
MARCH									
	000244457	03/31/22 PRKS-PORTA POTTIES MARCH 20	541.95			1000	460400	399	101000
		Total for Vendor:	541.95						

04/27/22
15:45:15

CITY OF COLUMBIA FALLS
Claim Approval List
For the Accounting Period: 4/22

Page: 8 of 11
Report ID: AP100V

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
43060		1042 SANDS SURVEYING, INC.	3,174.00					
	35573	04/20/22 P/Z-ROUTINE SRVS 3/22-4/18/22	3,174.00			1000 411000	399	101000
		Total for Vendor:	3,174.00					
43072		2868 SAPPHIRE RESOURCE CONNECTION	500.00					
	1947	04/20/22 WTR-JOB ANALYSIS FOR EMPLOYEE	500.00*			5210 430500	399	101000
		Total for Vendor:	500.00					
43047		2755 SHERWIN-WILLIAMS CO	50.39					
	5556-3	04/13/22 SWR- ROLLER EXTENSION POLE	50.39			5310 430600	212	101000
		Total for Vendor:	50.39					
43053		134 SIRCHIE FINGER PRINT	62.17					
	0538633-IN	04/08/22 PD-PORELON FINGERPRINT PAD	62.17			1000 420100	220	101000
		Total for Vendor:	62.17					
43064		2890 SPOKANE HOUSE OF HOSE, INC	110.00					
	928474	04/05/22 SWR-WASHDOWN HOSES	110.00			5310 430600	240	101000
		Total for Vendor:	110.00					
43063		2699 THE MAIL ROOM, INC	134.14					
	D108874	04/18/22 PD-MAIL SRVS 3/28-4/15/22	19.24			1000 420100	310	101000
	D108874	04/18/22 FIN-MAIL SRVS 3/28-4/15/22	11.83			1000 410500	310	101000
	D108874	04/18/22 WTR-MAIL SRVS 3/28-4/15/22	14.73			5210 430500	310	101000
	D108874	04/18/22 SWR-MAIL SRVS 3/28-4/15/22	14.73			5310 430600	310	101000
	D108874	04/18/22 CRT-MAIL SRVS 3/28-4/15/22	67.17			1000 410360	310	101000
	D108874	04/18/22 PLN-MAIL SRVS 3/28-4/15/22	6.44*			1000 411000	310	101000
		Total for Vendor:	134.14					
43048		1623 THE UPS STORE #4515	16.60					
	TRACKING #9405511899561657852417							
	2022-2550	04/18/22 PD-EVIDENCE SHIPPING	16.60			1000 420100	310	101000
		Total for Vendor:	16.60					

04/27/22
15:45:15

CITY OF COLUMBIA FALLS
Claim Approval List
For the Accounting Period: 4/22

Page: 9 of 11
Report ID: AP100V

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/	Document \$/	Disc \$						Cash
		Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object	Proj	Account	
43067	E	1218 VERIZON WIRELESS	1,235.54							
	9904080123	04/12/22 ADMIN-3/13-4/12/22	22.42			1000 410400	345		101000	
	9904080123	04/12/22 FIN-3/13-4/12/22	22.43			1000 410500	345		101000	
	9904080123	04/12/22 FIRE-3/13-4/12/22	60.37			1000 420400	345		101000	
	9904080123	04/12/22 FAC-3/13-4/12/22	12.43			1000 411200	345		101000	
	9904080123	04/12/22 STRT-3/13-4/12/22	78.69			2500 430200	345		101000	
	9904080123	04/12/22 PD-3/13-4/12/22	747.05			1000 420100	345		101000	
	9904080123	04/12/22 WTR-3/13-4/12/22	151.33			5210 430500	345		101000	
	9904080123	04/12/22 SWR-3/13-4/12/22	101.12*			5310 430600	345		101000	
	9904080123	04/12/22 CRT-3/13-4/12/22	39.70			1000 410360	345		101000	
		Total for Vendor:	1,235.54							
43083		2338 WEEKS, KARL	35.98							
	042222	04/22/22 FD-C BATTERIES	35.98			1000 420400	220		101000	
		Total for Vendor:	35.98							
43057		84 WESTERN BUILDING CENTER	153.85							
	4685486	04/13/22 WTR-STAKES FOR BOUNDARY MARKIN	17.50			5210 430500	220		101000	
	4685486	04/13/22 SWR-STAKES FOR BOUNDARY MARKIN	17.50			5310 430600	220		101000	
	4685903	04/18/22 FAC-MOUSE TRAPS FOR CITY HALL	3.19			1000 411200	240		101000	
	4685795	04/18/22 SWR-PAINT ROLLERS/ TRAYS	10.18			5310 430600	240		101000	
	4685465	04/13/22 SWR-ASSORTED FASTENERS	18.56			5310 430600	240		101000	
	4685141	04/11/22 SWR-ASSORTED FASTENERS	6.00			5310 430600	240		101000	
	4685222	04/12/22 STRS-ADHESIVE SPREADER & ADHE	46.44			2500 430200	240		101000	
	4685246	04/12/22 STRS-GAS CYLINDER/ BLADE	34.48			2500 430200	220		101000	
		Total for Vendor:	153.85							
43061		2915 WHITE ROCK AGGREGATE LLC	170.13							
	16827	04/13/22 STRS-3/8" CHIPS	170.13			2820 430200	452		101000	
		Total for Vendor:	170.13							
		# of Claims	51	Total:	67,178.91					
		Total Electronic Claims			2,609.25					
		Total Non-Electronic Claims			64569.66					

04/27/22
15:45:16

CITY OF COLUMBIA FALLS
Fund Summary for Claims
For the Accounting Period: 4/22

Page: 10 of 11
Report ID: AP110

Fund/Account	Amount
1000 GENERAL FUND	
101000 CASH/CASH EQUIVALENTS	\$14,704.83
2394 BUILDING CODE ENFORCEMENT FUND	
101000 CASH/CASH EQUIVALENTS	\$15.98
2500 SPECIAL STREET MAINTENANCE DISTRICT FUND	
101000 CASH/CASH EQUIVALENTS	\$1,053.89
2820 GAS TAX FUND	
101000 CASH/CASH EQUIVALENTS	\$170.13
2959 EDA	
101000 CASH/CASH EQUIVALENTS	\$29,668.47
5210 WATER ENTERPRISE FUND	
101000 CASH/CASH EQUIVALENTS	\$5,631.89
5310 SEWER ENTERPRISE FUND	
101000 CASH/CASH EQUIVALENTS	\$15,933.72
Total:	\$67,178.91

04/27/22
15:45:16

CITY OF COLUMBIA FALLS
Claim Approval Signature Page
For the Accounting Period: 4 / 22

Page: 11 of 11
Report ID: AP100A

Council Meeting Date: 05/02/2022

Claims Submitted to Council: \$ 67,178.91

Claims Denied/Withheld by Council Finance Committee: \$ _____ Claim #'s: _____

Prepared By: Shawn Bates, Finance Director

Shawn Bates

Approved by Susan M. Nicosia, City Manager

Susan Nicosia

City Council to Approve by motion on consent agenda

The following claims are significant:

BNSF Railway Company - \$4,966.00 (EDA) 12th Ave W water pipeline permit and railroad liability insurance (Fund 2959)
HDR Engineering Inc. - \$10,754.35 Biosolids plan and WWTP sewer improvement project (Fund 5310)
Morrison-Maierle Inc. - \$24,702.47 (EDA) 12th Ave W roadway and utility improvements (Fund 2959) \$735.00 Site review
for Greenhaven Townhomes and MeadowLake Blvd Apartments (Fund 5210 & 5310)

The remaining claims are routine. Please let me know if you have any questions.
Shawn

04/27/22
18:06:55

CITY OF COLUMBIA FALLS
Payroll Summary For Payrolls from 04/29/22 to 04/29/22

Page: 1 of 2
Report ID: P130

Total for Payroll Checks

	Employee	Employer	Amount
ADDL HOURS (Additional)	0.00		4.00
COMA HOURS (Comp Time Accumulated)	10.89		
COMP HOURS (Comp Time Used)	16.00		368.42
OTHE HOURS (Other Time Used)	40.00		1,119.20
OVER HOURS (Overtime)	52.50		2,491.77
REG HOURS (Regular Time)	2,189.50		61,540.57
REG2 HOURS (Addition to Salary)	40.00		1,780.44
SHFN HOURS (Shift B)	310.00		310.00
SHFQ HOURS (OVT B)	30.00		45.00
SICK HOURS (Sick Time)	176.00		4,808.49
VACA HOURS (Vacation Time Used)	46.50		1,082.39
GROSS PAY	73,550.28	0.00	
NET PAY	52,808.80	0.00	
CHILD SUPPORT	88.61	0.00	
CHILD SUPPORT P	413.07	0.00	
CITY OF COLUMBI	20.00	0.00	
FIT	6,838.43	0.00	
MEDICARE	1,066.47	1,066.47	
MT ST FIRE ASSO	29.68	0.00	
P.E.R.S.	3,465.96	3,891.52	
PERS/FURS	317.60	426.24	
PERS/POLICE	2,156.08	3,452.14	
SIT	3,487.00	0.00	
SOCIAL SECURITY	2,720.12	2,720.12	
UNEMPL. INSUR.	0.00	404.57	
WA CHILD SUPPOR	138.46	0.00	
WORKERS' COMP	0.00	2,094.19	
CHARLES SCHWAB	1,693.43	0.00	
FIRST INTERSTAT	2,245.42	0.00	
FREEDOM BANK	1,369.90	0.00	
GLACIER BANK KA	4,943.33	0.00	
GLACIER BANK/CF	19,242.75	0.00	
GLACIER BANK/WF	1,767.19	0.00	
PARKSIDE CR U	10,547.12	0.00	
THREE RIVERS	1,189.77	0.00	
USAA FEDERAL	1,250.33	0.00	
USBANK.	2,826.00	0.00	
VALLEY BANK KAL	100.00	0.00	
VERIDIAN CREDIT	400.00	0.00	
WELLS FARGO	1,974.76	0.00	
WFISH CR UNION	3,258.80	0.00	
FIT/SIT BASE	67,610.64	0.00	
MEDICARE BASE	73,550.28	0.00	
PERS BASE	70,797.75	0.00	
SOC SEC BASE	43,872.98	0.00	
UN BASE	73,550.28	0.00	
WC BASE	72,719.69	0.00	

April 29, 2022

\$ 85,106.77

Barb
Staaland

04/27/22
18:06:55

CITY OF COLUMBIA FALLS
Payroll Summary For Payrolls from 04/29/22 to 04/29/22

Page: 2 of 2
Report ID: P130

Total 14,055.25
Total Payroll Expense (Gross Pay + Employer Contributions): 87,605.53

Check Summary

Payroll Checks Prev. Out. \$61,278.93
Payroll Checks Issued \$689.82
Payroll Checks Redeemed \$20,580.13
Payroll Checks Outstanding \$41,388.62
Electronic Checks \$84,416.95

Deductions Accrued	Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
-----	-----	-----	-----	-----
Social Security 5440.24		5440.24		212260
Medicare 2132.94		2132.94		212260
P.E.R.S. 7357.48		7357.48		212270
Unempl. Insur. 404.57	1182.97		1587.54	212210
Workers' Comp 2094.19	6156.84		8251.03	212220
FIT 6838.43		6838.43		212260
SIT 3487.00		3487.00		212260
AFLAC-PRETAX 0.00				212230
NATIONWIDE/EMP 0.00				212280
Teamsters dues 0.00				212310
PERS/Police 5608.22		5608.22		212240
NATIONWIDE/CITY 0.00				212280
AFLAC-POSTTAX 0.00				212230
PERS/FURS 743.84		743.84		212275
MT ST FIRE ASSO 29.68		29.68		212315
HEALTHINS/PRE 0.00				212400
CITY OF COLUMBI 20.00		20.00		212450
UNUM LIFE INS. 0.00				212400
FLEX ALLEGIANCE 0.00				212285
CHILD SUPPORT 88.61		88.61		212330
CHILD SUPPORT P 413.07		413.07		212330
WA CHILD SUPPOR 138.46		138.46		212330
FOP 0.00				212335
FLEX DEP CARE 0.00				212285
Total Ded. 34796.73	7339.81	32297.97	9838.57	

**** Carried Forward column only correct if report run for current period.

**CITY OF COLUMBIA FALLS
CITY COUNCIL REGULAR MEETING MINUTES
HELD APRIL 18, 2022**

REGULAR MEETING – 7:00 P.M.

Mayor Barnhart called the meeting to order at 7:00 p.m.

ROLL CALL:

Councilor Fisher, Councilor Karper, Councilor Lovering, Councilor Robinson, Councilor Shepard and Mayor Barnhart. Absent: Councilor Piper.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA:

Councilor Lovering motioned to approve the Agenda, seconded by Councilor Robinson and the motion carried.

CONSENT AGENDA:

Councilor Fisher motioned to approve the Consent Agenda noting that all claims appeared to be in order, seconded by Councilor Shepard with Council voting as follows. Ayes: Shepard, Fisher, Karper, Lovering, Robinson and Barnhart. Absent: Piper

Approval of Claims - April 18, 2022 - \$85,436.28

Approval of Payroll Claims - April 15, 2022 - \$123,042.78

Approval of April 4, 2022 Regular City Council Meeting Minutes

Approval of 2022 Agreement with Columbia Falls Swim Team and authorize City Manager to execute Waterline Replacement Agreement - Parkinson and authorize City Manager to execute MT DES Notice of Intent for City to participate Regional Multi-Hazard Mitigation Plans

PUBLIC PRESENTATION

Flathead City-County Health Department Presentation by Joe Russell, Public Health Officer

Mr. Russell introduced himself to the Council and presented what the Flathead City-County Health department does in each of the different divisions. Russell noted that the Department's Legal Advisor is David Randall and the Medical Advisor is John Cole. Russell described in detail the different divisions and the duties and responsibilities of each: Community Health, Population Health, Environmental Health, Home Health, Family Planning, Administration and Animal Shelter. He also talked briefly in regards to COVID and how the numbers are getting back to normal but did leave a gap in their services. Councilor Shepard wondered what the department was doing about suicide prevention and Mr. Russell stated that they need to do more around mental health and discussed the success of the co-responder program used in concert with the police and sheriff's departments to assist with mental health issues. Russell noted that the department could be doing more with suicide prevention with the right resources. Russell thanked the City for joining the City-County Interlocal and for providing a Columbia Falls representative on the Board.

VISITORS/PUBLIC COMMENT (Items not on agenda)

NONE

NOTICE OF PUBLIC HEARINGS/PUBLIC HEARINGS:

Mayor Barnhart read the Notices of Public Hearings:

The Columbia Falls City-County Planning Board held a public hearing for the following item at their regular meeting on Tuesday, April 12, 2022 at 6:30 p.m. at the Council Chambers of City Hall, 130 6th Street West, Columbia Falls, Montana. The Columbia Falls City Council will hold a subsequent hearing on Monday May 2, 2022 starting at 7:00 p.m. in the same location.

Request to Amend a Planned Unit Development in the Columbia Falls Zoning Jurisdiction:

Ruis Holdings 540 Nucleus Ave LLC is requesting an Amendment to their Planned Unit Development overlay for the property located at 540 Nucleus Avenue which was the former Bank of Columbia Falls site. The owner is amending the design of the south building to allow a height of 40-feet to the top of parapet and also allow a casino in the proposed restaurant on the main floor. Otherwise, the building meets all use and dimensional requirements. The property is described as Lots 11-15 and also all that portion of the east half of the vacated alleyway lying adjacent to the west boundary line of said Lots 11-15 inclusive of Block 37 and Lot 10A of the Amended Plat of Lots 1-3 & Lots 6-10 of Block 37 according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Request for an Amendment to Conditional Use Permit to Construct 36 Apartment Units in the Columbia Falls Zoning Jurisdiction:

The applicant, Toby Gilchrist, is requesting an amendment to an approved Conditional Use Permit that allows the construction of 36 apartment units in two buildings, eighteen units in each building. The proposed amendment would allow the north building to allow owners of the units to offer short term rentals of the units. The south building would remain exclusively long-term rental (30-days or more). None of the other elements of the project change with the request of this amendment and this amendment only deals with the length of stay for the north building. The property is located approximately ¼ mile north of Highway 2 at 302 Meadow Lake Blvd. The property is described as Assessors' Tracts 2BDEA and 2BDAEA of Section 7, Township 30 North, Range 20 West, P.M.M., Flathead County.

REPORTS / BUSINESS FROM MAYOR & COUNCIL

Councilor Lovering is pleased with the turnout for the Downtown Parking Workshop that was performed last week. There were a lot of good ideas discussed and she appreciated the input from the downtown business owners.

Councilor Fisher shared a copy of a newspaper article about a gravel pit up by Libby noting it had piqued his interest. All the development vs not in my back yard (NIMBY) with the most recent legislative session regarding the Mining Act and how the legislature amended the law so now there is no way for the DEQ to shut down a gravel pit. One of the people speaking against the gravel pit in Libby was State Representative Steve Gunderson who authored the bill that said a local government cannot stop this development. Fisher thought the situation is bitterly ironic. Everything that was said could happen during testimony against the bill

is happening. He said it is sad that the legislature is taking away local control. Secondly, he had a question for the City Manager Susan Nicosia about the Community Market. There had been talk several months ago that they might ask for an application to use one of the City parks but that has never come forward so he assumes the Community Market will not be asking. Nicosia answered that she believes that the market has a 5-year agreement to stay at the current Coop location.

Mayor Barnhart mentioned that the City had fixed two major water leaks in the last week. Nicosia presented a piece of water pipe that had been leaking. Mayor Barnhart said that the Public Works Director showed him the difference in well pumping times since the two leaks have been repaired. Nicosia said the City is seeing about a 25% savings and it is the equivalent of 6 million gallons in a month. Mayor Barnhart mentioned that he thought the parking workshop was very good and a couple things came out of it such as parking signage with a 2-hour maximum on 6th through 7th as well as 6th through 5th. They talked about prioritizing parking street rehabs and getting serious about getting some pieces done. He appreciates the fact that we do have a lot of parking but you get out in someone's yard and in the mud and that is not parking it is available to be parking. Nicosia reminded Council as the budget planning comes forward, the priorities will be established and where possible the City can use the Urban Renewal District funding, noting the missing infrastructure was part of the approval process.

CITY MANAGER REPORT

Nicosia reported that the Raise Grant was submitted for \$10.5 million project, \$10 million federal grant and 500,000 City match. Nicosia noted that City officials worked with the engineering firm to address all of the issues in the Benefit Cost Analysis as noted by the senior reviewer in the last round. Nicosia said during the post-application review, the City's application made it to senior review and the next step would have been the DOT Secretary's desk but the BCA reviewer didn't believe the traffic numbers could be accurate; they came off of the MT DOT website, so he adjusted the BCA. BCA reviewer is not looking at the whole package he is just looking at that section. Nicosia notified Senator Tester's office that the application had been submitted and they will start that review. The current year funding notice added more biking and pedestrian use and safety. Nicosia will also update Senator Daines' office on the application noting that both offices were very supportive of the City's application.

Nicosia reported that the City's water project application is on the DNRC's list at #78 and is recommended for approval on April 30th. That project is to rebuild 5th Avenue EN to put in a new water main right where we fixed the leaking valve, take out the 2" galvanized main and put in a 6" poly main, new service lines to the homes and put in a fire hydrant. Good news is we will get a competitive grant and use the \$100,000 from the \$1.5 million ARPA aid that came specifically for water and sewer, \$1.4 million is going into the wastewater treatment plant project and \$100,000 in the water project. HDR is starting engineering for the wastewater treatment plant project; we will break out the sewer main expansion on Hilltop and the Lift Station 5 rebuild and will get those projects done before the WWTP expansion.

The City held a Pool Open House on Saturday 16th afternoon. We are still trying to fill all the slots so we can open the pool in accordance with the hours that we have used in the past. Nicosia is looking at wages so the City can be competitive in attracting and retaining employees. City staff is also looking at fees and passes because they haven't changed in 2 to 3 years.

Nicosia noted that she is starting the 22-23FY budget process with the department heads and then will schedule Council Committee meetings to look at council priorities. Nicosia noted that the City held the first session of negotiations with the Fraternal Order of Police as the collective bargaining agreement expires June

30, 2022. The next session will be held in June and the Teamsters have not yet scheduled a session but they have sent the letter requesting to open negotiations.

Nicosia noted that planning continues to be busy and we will have monthly planning meetings for a while. Building has been slower than planning, noting this is the second month that we have had to pay the minimum \$2k in fees to Whitefish.

MISCELLANEOUS

Finance – March 2022

Police Activity - March 2022

Council Correspondence

ADJOURN

Councilor Lovering motioned to adjourn at 8:24 p.m., seconded by Councilor Shepard.

Mayor

City Clerk

April 27, 2022

EMAILED

Chris Hanley, Public Works Director
City of Columbia Falls
130 6th Street West
Columbia Falls, MT 59912

RE: Overlay and Reconstruction Project – City of Columbia Falls
Scope and Fee Proposal

Chris,

The following is a scope and fee proposal to provide engineering services for the Overlay and Reconstruction Project.

Background and Project Understanding

Morrison-Maierle (M-M) provided a proposal to the City on April 11, 2022 in response to a Request for Proposal for the “Reconstruct and Overlay Projects 2022” (Project). The City of Columbia Falls (City) has selected Morrison-Maierle to complete the work.

The Project consists of addressing the City’s current Street Priority list to repair deteriorating asphalt city streets. In 2019, the City retained Iworq Systems Inc. to complete visual inspections and road assessment and develop the list. The following is the priority list:

Priority	Project	Type	Cost Estimate	Total
1	Beth Rd. (Martha Rd-Talbot Rd)	Reconstruct	\$400,000-\$500,000	\$500,000
2	Martha Rd. (13 th St. W-Beth Rd)	2” Overlay	\$110,000-\$125,000	\$625,000
3	1 st St. EN (4 th Ave. EN-Crescent Dr.)	2” Overlay	\$40,000-\$60,000	\$685,000
4	Vans Ave. (Crescent Dr.-1100’ along Vans Ave.)	2” Overlay	\$35,000-\$45,000	\$730,000
5	13 th St.W (12 th Ave.- 30’ along 13 th)	Reconstruct	\$10,000-\$14,000	\$744,000
6	3 rd St. E, Nucleus to End/ 4 th St. E, 2 nd Ave. to End	Reconstruct	\$200,000-\$240,000	\$984,000
7	5 th Ave. West (10 th St. W-15 th St. W)	Thick Overlay 3”-4”	\$100,000-\$125,000	\$1,109,000
8	Vans, Crescent Dr. to new pavement/Crescent Circle to Vans	Reconstruct	\$200,000-\$250,000	\$1,359,000

The City has indicated that they have approximately \$860,000 of total budget available to complete the project including engineering and construction. Based on the cost estimate developed by Iworq, it appears not all projects can be competed at this time. Therefore, the project

scope and fee will be scaled with the assumption that only projects 1 through 5 on the priority list will be designed and constructed. At this time, we also assume that the treatments will be as recommended in the priority list until further investigation can be completed during project design.

The City has also indicated that they would like to include an additional project that consists of creating space for angled parking on the west side of 1st Ave W between 4th St W and 5th St W.

Scope of Services

The following are the scope of services for this proposal:

1. Initial Evaluation
 - a. Review recommended road treatments to verify the recommendation in the street priority list. Provide an alternate recommendation if warranted.
 - b. Complete preliminary cost estimates based on the recommended treatments.
 - c. Report summary of findings to the City via a memo.
2. Survey
 - a. Complete an engineering survey of projects 1 through 5 and the 1st Ave W angled parking improvements
3. Design
 - a. Design the selected street improvements which include:
 - i. Priority 1 – Beth Road Reconstruction – 1,020 linear feet
 1. Includes removing and replacing existing asphalt from curb to curb. Existing curb will be left in place.
 2. Reconstruction of subgrade and base course.
 - ii. Priority 2 – Martha Road Overlay – 1,440 linear feet
 1. Includes milling out existing asphalt and installing new asphalt from curb to curb. Existing curb will be left in place.
 2. Existing base course to be left in place.
 - iii. Priority 3 – 1st Ave E Overlay – 960 linear feet
 1. Includes milling out existing asphalt and installing new asphalt at the same width as the existing road.
 - iv. Priority 4 – Vans Ave Overlay – 1,100 linear feet
 1. Includes milling out existing asphalt and installing new asphalt at the same width as the existing road
 - v. Priority 5 – 13th St W – 30 linear feet
 1. Includes removing and replacing existing asphalt in a 30 foot long section of road.
 2. Reconstruction of subgrade and base course.

- vi. 1st Ave W Angled Parking Improvements
 - 1. Includes the addition of concrete curb and gutter on the west side of the street.
 - 2. Reconstruction of the sidewalk on the west side of the street to accommodate the new curb and gutter.
 - 3. Removing and replacing existing asphalt on the west side of the street to accommodate the curb and gutter.
 - b. Prepare design drawings, specifications, and bidding documents for the project. Review submittals will occur at the 60% and 100% design levels.
 - c. Prepare an engineer's construction cost estimate and project schedule update at the 60% and 100% design level.
 - d. Attend a 60% design review meeting with the City
4. Bidding
- a. Distribute bidding documents to contractors via online bidding services.
 - b. Coordinate invitation to bid advertisement in the newspaper required for public bidding.
 - c. Create a pre bid meeting agenda and attend the pre bid conference. Take notes at the pre bid conference and provide minutes to the Owner.
 - d. Issue Addenda as appropriate to clarify, correct, or change the issued documents.
 - e. Attend the bid opening, prepare bid tabulation sheets, and assist Owner in evaluating bids or proposals.
 - f. Consult with Owner as to the qualifications of prospective contractors.
 - g. Prepare a recommendation of award memo to Owner. Memo will recommend to Owner a course of action in awarding bids.
 - h. Prepare a bid award notification and transmit to the selected contractor.
 - i. Coordinate execution of the construction contract which shall include coordinating signatures and requesting insurance certifications and bonding from the contractor.
5. Construction Contract Administration
- a. Issue Notice to Proceed
 - b. Make periodic site visits and engineering inspections
 - c. Coordinate the construction contract and act as the City's representative
 - d. Facilitate and lead a preconstruction meeting
 - e. Review construction submittals
 - f. Review payment applications
 - g. Prepare change orders or work change directives
 - h. Complete a project punch list at substantial completion
 - i. Conduct a substantial completion and final completion walkthrough inspection
 - j. Issue Notice of Substantial Completion

6. Resident Project Representative
 - a. Provide a Resident Project Representative (RPR) to visit the site, observe the work, and assist with project communication on a part time basis during construction.
 - b. Prepare daily construction reports to track construction progress. Reports will be forwarded to the City.
7. Geotechnical Investigation
 - a. Retain geotechnical subconsultant to assist with subsurface investigation and pavement section recommendations.

City of Columbia Falls Responsibilities

The City will dig test pits along the project as requested to allow for the geotechnical subsurface investigation.

Fee Estimate

The total estimated fee for the services described herein is **\$157,000**.

The following is a breakout of the major tasks:

Tasks	Fee
Initial Evaluation	\$4,900
Survey	\$8,200
Design	\$59,000
Bidding	\$8,000
Construction Administration*	\$26,600
Resident Project Representative*	\$31,700
Expenses	\$18,600
Total=	\$157,000

*We have assumed an 8-week construction duration for purposes of our construction services fee estimates. Service to cover additional construction duration will be considered additional services.

Provided that this scope of services and fee are acceptable, we will work with you to execute an agreement for these services. Please feel free to contact me with any questions or concerns with this proposal. We look forward to working with you on this project.

Sincerely,
Morrison-Maierle, Inc.



C.R. Leisinger, PE
Project Manager

Enclosures: Standard Agreement (8 pages)
 Standard Billing Rates Schedules (2 pages)
 Summary of Proposed Costs (2 pages)

STANDARD AGREEMENT BETWEEN CLIENT AND MORRISON-MAIERLE, INC.

Project Number 0541.031.00

Project Name Overlay and Reconstruction Project

This is an Agreement made as of _____, 20____ between MORRISON-MAIERLE, INC. (CONSULTANT) and the City of Columbia Falls, (CLIENT).

The Client intends to complete asphalt surfacing improvements to several streets in Columbia Falls. See attached Scope and Fee Proposal dated April 27, 2022. (brief description of the project).

CONSULTANT'S RESPONSIBILITIES

The Scope of Services shall consist of the following which shall be referred to as the Project: Scope of services as described in the attached Scope and Fee Proposal dated April 27, 2022.

The Project Schedule is described as: Design to be completed within 75 days upon execution of Agreement .

CLIENT and CONSULTANT in consideration of their mutual covenants herein agree to the performance of professional services by CONSULTANT and the payment for those services by CLIENT as set forth below:

METHOD OF PAYMENT

If unforeseen conditions are discovered during the Project, the CLIENT agrees that the desired work may be completed at an additional cost. This cost will be communicated with the CLIENT at the earliest convenience with details on the additional expense.

Payment is due upon receipt of CONSULTANT's statement(s). CLIENT agrees to pay interest at the maximum legal rate allowed by law for payments not received within 30 days after receipt of the statement. We reserve the right to withhold final documents until payment is made.

☒ Method 1 - HOURLY RATE - Hourly rates as specified in the Special Provisions or attachments hereto, plus an amount equal to CONSULTANT's actual reimbursable expenses related to the project times a factor of 1.1. The total compensation for services identified herein is estimated to be \$157,000.

☐ Method 2 - LUMP SUM - A lump sum fee of \$ _____.

☐ Method 3 - RETAINER - Deposit with MMI a retainer fee in the amount of _____ Dollars. It is understood that all invoices or charges will be charged against said retainer. If effort consumes the retainer and additional services are required, then the Owner shall replenish the retainer in the agreed upon amount within 5 business days. Failure to replenish retainer will be sufficient cause to immediately stop work and withhold delivery of the work product.

☐ Method 4 - SPECIFY - _____

SPECIAL PROVISIONS AND ATTACHMENTS

The following Special Provisions and Attachments are integrated into and form a part of this Agreement.

- ☒ Scope of Services
- ☐ Schedule
- ☐ Budget Worksheet
- ☒ Hourly Rate Schedule
- ☒ Engineer's Fee Estimate
- ☐ Other Additional Information:

GENERAL PROVISIONS OF STANDARD AGREEMENT

The following General Provisions of Standard Agreement are integrated into and form a part of this Agreement.

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1 CONSULTANT shall perform the services as set forth in the Scope of Services as described on page one of this Agreement, or as further described in Attachments hereto.

1.2 Execution of this Agreement by the CLIENT constitutes written authorization for the CONSULTANT to proceed.

1.3 CONSULTANT shall serve as the CLIENT'S prime professional consultant representative for the Project and perform services as set forth in the Agreement.

1.4 CONSULTANT shall advise CLIENT as to the necessity of the CLIENT providing or obtaining data from others or services required for the Project which are not part of the CONSULTANT'S Scope of Services. The CONSULTANT shall not be responsible for any damages or consequences resulting from the CLIENT's failure to provide or obtain the data or services identified. If CONSULTANT recommends any services that the CLIENT declines to authorize, the CLIENT hereby agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless CONSULTANT, its officers, directors, employees and subconsultants from any damages, liabilities or costs arising out of or in any way connected with CONSULTANT not providing these services.

1.5 If the project requires the CONSULTANT'S services during the construction phase of the project, the scope of services shall be as set forth on page one or as described on attachments hereto. CONSULTANT will determine, in general, if the work is proceeding in a fashion such that, once complete, the work will substantially conform to the design intent of the Contract Documents. CONSULTANT will not perform exhaustive or detailed review of the Contractor's work. If the CONSULTANT is retained as the commissioning authority, then the Consultant will perform the review of the Contractor's work expressly written in the commissioning authority's scope of services. CONSULTANT shall not be responsible for Contractor's construction means, methods, sequence, safety program, techniques or procedures necessary for performing the work.

CONSULTANT shall not be responsible for the acts or omissions of any Contractor or Subcontractor or any other persons at the site or otherwise performing any of the Contractor's work. However, nothing contained herein shall be construed to release CONSULTANT from its responsibilities to properly perform duties undertaken by the Consultant as set forth in this Agreement.

1.6 In providing services under this Agreement, CONSULTANT will endeavor to perform in a manner consistent with that degree of care and skill ordinarily used by members of CONSULTANT'S profession practicing under similar conditions at the same time and in the same locality on the same or similar projects ("Standard of Care"). If the CONSULTANT'S scope of services includes design, CONSULTANT will perform the design services in compliance with existing codes and regulations in place and applicable at the time the design is prepared. CLIENT understands that the CONSULTANT cannot anticipate changes in applicable statutes, codes, or regulations, or the project site or environmental conditions. CONSULTANT makes no warranties, express or implied, under this Agreement or otherwise, in connection with CONSULTANT's services. The CONSULTANT will be notified in writing of any alleged errors or omissions. Upon receipt of this notice, CONSULTANT will review the alleged error or omission. If CONSULTANT agrees its services have not met this standard, CONSULTANT will assist in determining corrective action.

1.7 The CLIENT, without invalidating this Agreement, may request a change in the scope of services and CONSULTANT shall issue to CLIENT a proposal setting forth an adjustment to the scope of services, budget, and schedule for the additional services provided by CONSULTANT. Any modification to this Agreement must be in the form of a written Amendment and executed by both CONSULTANT and CLIENT. If the CLIENT elects to reduce CONSULTANT'S scope of services, the CLIENT shall release, hold harmless, defend and indemnify CONSULTANT from any and all claims, damages, losses or costs associated with or arising out of such reduction in services.

1.8. If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the CONSULTANT are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of

risks or other material terms of this Agreement, the CONSULTANT may call for renegotiation of appropriate portions of this Agreement. The CONSULTANT shall notify the CLIENT of the changed conditions necessitating renegotiation, and the CONSULTANT and the CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with Article 4.9.

1.9 If CONSULTANT'S scope of services includes review of submittals or other similar items, CONSULTANT shall review and accept or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The CONSULTANT'S review shall be conducted with reasonable promptness while allowing sufficient time in the CONSULTANT'S judgment to permit adequate review. Review of a specific item shall not indicate that the CONSULTANT has reviewed the entire assembly of which the item is a component. The CONSULTANT shall not be responsible for any deviations from the Construction Documents not brought to the attention of the CONSULTANT in writing by the Contractor. The CONSULTANT shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

1.10 The Americans with Disabilities Act, the Fair Housing Amendments Act, and related federal and state "accessibility" laws and regulations (collectively "Acts") are not detailed building codes. The requirements of the Acts are general in nature and open to differing interpretations. The CONSULTANT will provide services in a manner consistent with the intent of the Acts and shall comply with the Standard of Care in responding to the requirements of the Acts, but does not warrant or guarantee that the project will satisfy all possible interpretations or applications of the Acts.

SECTION 2 - CLIENT'S RESPONSIBILITIES

2.1 CLIENT shall provide all previous documents relating to the Project, all criteria and full information as to CLIENT'S requirements for the Project and shall designate a person with the authority to act on CLIENT'S behalf on all aspects of the Project. CLIENT shall give prompt written notice to CONSULTANT whenever CLIENT observes or otherwise becomes aware of any defect in the work or any error or omission in the services provided by CONSULTANT.

2.2 CLIENT shall also be responsible for the following and pay all costs incident thereto:

1. Provide such legal, accounting and other counseling services as may be required for the project.
2. Obtain and pay all costs incidental to obtaining permits from governmental authorities having jurisdiction over the Project.
3. Obtain and furnish approvals from governmental authorities having jurisdiction over the Project.
4. Pay all costs incident to obtaining bids or proposals from Contractor(s).
5. Pay all permit, review and filing fees required by governmental agencies.
6. In the event that the regulations pertinent to this contract are modified by any governing entity that result in changes to the scope of services, CONSULTANT reserves the right to renegotiate the fee of this agreement.

2.3 The CLIENT and CONSULTANT acknowledge that changes in design and/or construction of the Project may be required for a variety of reasons during the design, permitting and construction phases of the Project. As a result, unforeseen changes may cause the final costs of the Project to exceed the initial Project cost estimates for construction, commissioning, engineering, permitting, planning, and surveying. The CLIENT agrees to set aside sufficient funds as a contingency reserve to be used, as required, to cover any such increased Project Costs. The CLIENT also understands and acknowledges that although the CONSULTANT'S design documents shall be prepared within the Standard of Care, the Contractor may require additional information from the CONSULTANT to clarify, correct, supplement, and coordinate the design intent shown in the Construction Documents that result in increases in the Project Costs, Construction Costs, or Operational Costs, and that these costs may increase even if the CONSULTANT has complied with the Standard of Care.

2.4 CLIENT agrees to provide to CONSULTANT all available information necessary to perform CONSULTANT'S services under this Agreement. The CLIENT shall furnish, at CLIENT'S expense, all information, requirements, reports, data, surveys, and instructions required. CONSULTANT is entitled to rely on the accuracy and completeness of all such

information provided.

2.5 CLIENT shall furnish right-of-way entry onto the project site for CONSULTANT to perform necessary field measurements, studies or other activities as required to provide the CONSULTANT'S services.

SECTION 3 - PAYMENT TO CONSULTANT

The method for payment of services is specified on page one of this Agreement.

3.1 Method 1. The CONSULTANT will submit monthly statements requesting payment which shall be based on the amount of services provided and expenses incurred by CONSULTANT during the billing period. Payment is due CONSULTANT upon receipt of statement by CLIENT.

3.2 Method 2. The CONSULTANT will submit monthly statements requesting payment which shall be based on the percent complete. Payment is due CONSULTANT upon receipt of statement by CLIENT.

3.3 Method 3. Full payment of the Retainer is required prior to the start of work. If replenish of Retainer is required full payment of the agreed upon amount is required within 5 business days for continuation of the work.

3.4 Method 4. Specify any unique terms here

3.5 Terms for All Methods:

Reimbursable expenses mean the actual expenses incurred by CONSULTANT or CONSULTANT'S associates or consultants in connection with the Project such as expenses for: transportation, subsistence (including items subject to deduction limitations), telephone calls, postage, and reproduction of documents, computer charges, equipment charges and similar project-related items.

If CLIENT fails to make any payment due CONSULTANT for services and expenses within thirty (30) days after receipt of CONSULTANT'S statement therefore, the amounts due CONSULTANT shall include an additional charge at the maximum legal rate allowed by law plus reasonable attorney fees, court costs and actual expenses incurred in connection with collection of any past due amount.

CONSULTANT may suspend performance of services upon ten (10) calendar days' notice to the CLIENT for failure of payments when due or any other breach of this Agreement. CONSULTANT shall not have any liability whatsoever to the CLIENT for any costs or damages as a result of such suspension. If CONSULTANT resumes services after payment by CLIENT, the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for CONSULTANT to resume performance. If an invoice remains unpaid for more than 90 days, CONSULTANT shall have the right, but not the obligation, to initiate collection procedures. If the CLIENT fails to make payment when due and CONSULTANT incurs any costs in order to collect sums from the CLIENT, the CLIENT agrees that all such collection costs incurred shall immediately become due and payable to CONSULTANT. This obligation of CLIENT to pay CONSULTANT'S collection costs shall survive the term of this Agreement or any termination by either party.

If the CLIENT fails to make payment to CONSULTANT in accordance with this Agreement, this failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by CONSULTANT

SECTION 4 – OTHER TERMS AND CONDITIONS

4.1 All documents including reports, drawings, specifications and other deliverables, whether in printed or electronic media format, prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service of CONSULTANT and CONSULTANT shall be deemed the owner and author of such instruments of service. CONSULTANT shall retain all common law, statutory law and other rights, including, without limitation, all copyrights, in the instruments of service whether or not the Project is completed and regardless of whether the information is provided in paper or electronic format. CLIENT may make and retain copies for information and reference in connection with the use and occupancy of the project by CLIENT and others; however, 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.

The CLIENT shall not reuse or make any modification to the documents, drawings, data, or electronic files without the prior written consent of CONSULTANT. In the event the CLIENT, or the CLIENT's Contractors, subcontractors, or anyone else for whom the CLIENT is legally responsible, makes any changes to the information provided by CONSULTANT without CONSULTANT'S prior written consent, the CLIENT shall assume full responsibility for the results of such changes and agrees to waive any claim against CONSULTANT and release CONSULTANT from any liability arising directly or indirectly from such changes. In addition, the CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold CONSULTANT harmless from any claim, cause of action, damage, liability or cost, including reasonable attorney's fees and costs of defense, arising from any changes made by anyone other than CONSULTANT or from any reuse of the drawings, data and electronic files without the prior written consent of CONSULTANT.

The CLIENT is aware that differences may exist between the electronic files delivered and any printed hard-copy documents. In the event of a conflict between any signed hard-copy documents by CONSULTANT and electronic files, the signed or sealed hard-copy documents shall govern. CONSULTANT makes no representation as to the compatibility of electronic files with any hardware, software, or system used by the CLIENT or any other party. The CLIENT assumes all risk and cost associated with the use of these files on the CLIENT'S system. Client assumes sole and exclusive responsibility for determining if any conflict exists. Nothing in the electronic files alters the requirements of the Contract Documents, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions, and coordinate the recipient's work with that of other contractors or subcontractors for the various projects

Delivery of the electronic files shall not be deemed a sale by the CONSULTANT, and the CONSULTANT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

4.2 Because CONSULTANT has no control over the cost of or availability of labor, materials, equipment or services furnished by others, or over the Contractor(s) methods of determining prices, or over competitive bidding or market conditions, CONSULTANT'S opinions of probable costs including Project costs, construction costs ("Construction Costs"), or fuel, energy, or power costs ("Energy Costs") are made on the basis of CONSULTANT'S experience and qualifications and represent CONSULTANT'S judgment as an experienced and qualified professional CONSULTANT familiar with the construction industry. CONSULTANT cannot and does not warrant or guarantee that proposals, bids or actual costs including Project Costs, Construction Costs or Energy Costs will not vary from opinions of probable cost prepared by CONSULTANT.

4.3 In recognition of the relative risks and benefits of the Project to both the CLIENT and the CONSULTANT, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the CONSULTANT to the CLIENT, and anyone claiming by or through the CLIENT, for any and all claims, losses, costs, damages of any nature whatsoever, and claims expenses from any cause or causes (including attorneys' fees and costs and expert witness fees and costs), including those resulting from negligence, breach of contract, breach of statutory duty or otherwise (collectively "Claims") so that their total aggregate liability for and in connection with the entire Project, regardless of how limited in scope the services under this Agreement may be, shall not exceed an amount equal to the CONSULTANT'S total compensation under this Agreement or the total amount of \$157,000, whichever is greater. The CLIENT further agrees that the officers, principals, directors and employees of the CONSULTANT and its agents will not be individually liable in respect of any Claims, holds such individuals harmless from all Claims and covenants not to bring any Claims against such individuals. Claims by, through or under the CLIENT shall specifically include any claims by purchasers of the Project (both first purchasers and subsequent purchasers), subsequent purchasers of the entire Project (during or after completion), lenders of the CLIENT and their assignees, any assignee of the CLIENT, and any invitee of the CLIENT. The parties agree that specific consideration has been given by the CONSULTANT for this limitation and that it is deemed adequate. The CLIENT acknowledges that it could obtain a higher liability limit from the CONSULTANT in return for increasing the CONSULTANT's fee, but has elected not to do so.

4.4 Changed or Unforeseen Conditions. The CLIENT recognizes that in the course of completing the services under this Agreement, the CONSULTANT may encounter changed or unforeseen conditions which are beyond the control of the CONSULTANT and thus creating potential for claims and additional costs to the CONSULTANT which are not covered in fees charged and/or earned for services provided. Should any such changed or unforeseen condition occur during the performance of this contract, the CLIENT hereby waives any claim against the CONSULTANT and agrees to defend, indemnify and hold the CONSULTANT harmless from any claim or liability for injury or loss allegedly arising from the

CONSULTANT'S encountering of changed or unforeseen conditions other than claims or liability arising from the sole negligence or willful misconduct of the CONSULTANT. The CLIENT agrees to compensate the CONSULTANT for any time spent and expenses incurred by the CONSULTANT in defense of any such claim involving changed or unforeseen conditions with such compensation based upon the CONSULTANT'S prevailing fee schedule and expense reimbursement policy.

4.5 In the event that a dispute should arise relating to the performance of the services to be provided under this Agreement, the CLIENT and CONSULTANT agree that they shall first attempt to resolve the dispute through direct discussion by principals or representatives with full authority to reach a compromise. If the dispute is not resolved through direct discussion, the parties will then submit the matter to mediation by a mutually agreed upon mediator. The mediation shall be held in the city where the project is located, unless the parties mutually agree to hold the mediation in another location. CLIENT and CONSULTANT further agree to include a similar mediation agreement with all Contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties. The Mediator's fee shall be shared equally by the parties. If the dispute is not resolved by mediation, the matter may then be considered by other methods of dispute resolution.

4.6 If CONSULTANT has reason to believe that the total cost of services to the CLIENT for work under this Agreement shall exceed the budgeted amount, CONSULTANT shall inform CLIENT in writing of such and submit a revised estimated project cost for approval. CLIENT shall not be obligated to reimburse CONSULTANT for costs incurred in excess of the estimated cost set forth in this Agreement and CONSULTANT shall not be obligated to continue performance under the Agreement or to incur costs in excess of the estimated cost set forth in this Agreement unless and until CLIENT has notified CONSULTANT in writing that the amount has been amended and shall have specified in such notice a revised estimated cost which shall thereupon constitute the estimated cost of services under this Agreement.

4.7 Any litigation or other dispute arising out of or relating to this Agreement shall be governed by the law of the state in which the project is located regardless of conflict of law principles or any other choice of law provision. Unless otherwise precluded by the law of the state in which the project is located, venue and jurisdiction for any dispute shall either be in the state in which the project is located or, at Morrison-Maierle, Inc.'s sole option and discretion, may be in the First Judicial District Court, Lewis and Clark County, Montana.

4.8 The CONSULTANT shall not be required to execute any document that would result in its certifying, guaranteeing or warranting the existence of conditions whose existence the CONSULTANT cannot ascertain.

4.9 Either party may terminate this Agreement for cause upon 10 calendar days' written notice for the following reasons:

1. Substantial failure by either party to perform in accordance with this Agreement;
2. Assignment of this Agreement without the written consent of the other party;
3. Suspension of the project or CONSULTANT'S services for more than 60 calendar days, consecutive or aggregate;
4. Material changes in the conditions under which this Agreement was executed, the Scope of Services, the nature of the project, or the failure of the parties to reach an agreement on compensation and/or schedule adjustments necessitated by such changes.

In the event of a termination not the fault of CONSULTANT, the CLIENT shall pay CONSULTANT, in addition to payment for services rendered and reimbursable expenses incurred, all expenses incurred by CONSULTANT in connection with the orderly termination of this Agreement, including, but not limited to, demobilization, reassignment of personnel, associated overhead costs, and all other expenses resulting from the termination.

4.10 CLIENT and CONSULTANT each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party of this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than CLIENT and CONSULTANT. There are no intended third-party beneficiaries of this Agreement.

4.11 In accordance with the terms of this contract, the CONSULTANT will provide labor and materials for the improvement of the CLIENT's property or property for which the CLIENT acts as agent. The terms of this contract also provide for specific

payment terms to the CONSULTANT for services rendered. Should the CLIENT not comply with these payment terms, the CLIENT's property or the agent-represented property may be subject to a lien against said property for all services and materials furnished for the project. The right to claim a lien is in compliance with the lien laws of the State under jurisdiction.

4.12 CONSULTANT and CLIENT agree that, without prior consent of the other party, neither will offer employment to or discuss employment with any of the other party's associates or employees until one year after this Agreement is terminated.

4.13 If CONSULTANT mistakenly leaves out of the Construction Documents any component or item required for the Project, CONSULTANT shall not be responsible for the cost or expense of constructing or adding the component or item to the extent such item or component would have been required and included in the original construction documents. In no event will the CONSULTANT be responsible for any cost or expense that provides betterment, upgrades or enhances the value of the Project.

4.14 CONSULTANT and CLIENT do not intend for this Agreement to benefit any third-party. No third-party may claim to be a third-party beneficiary of this Agreement.

4.15 During the term of this Agreement and following its expiration or termination for any reason, neither the CLIENT nor the CONSULTANT shall transfer, assign, convey or sublet any right, claims (including any causes of action or claims alleging breach, loss or damages arising out of this Agreement), duty or obligation under it, nor any other interest therein without the prior written consent of the other party. However, CONSULTANT may, where CONSULTANT deems necessary, hire subconsultants to provide services covered by this Agreement.

4.16 Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT at the construction/project site, shall relieve the general Contractor and all subcontractors of any of their responsibilities and duties to perform the work in accordance with the contract documents and to comply with any health or safety precautions required by any regulatory agencies. CONSULTANT does not have authority to control any Contractor or its employees in connection with their work or any health or safety programs or procedures. The CLIENT agrees that the Contractor and subcontractors are solely responsible for job site safety. Accordingly, the CLIENT shall require the Contractor and all subcontractors to indemnify, and hold harmless the CONSULTANT from any and all claims, losses, suits, damages, and liabilities, including attorneys' fees and costs, arising in any way from such contractors' or subcontractors' services or work product, except to the extent caused by the sole negligence of the CONSULTANT.

4.17 CONSULTANT shall assist the CLIENT in applying for permits and approvals where required by law. In cases where the scope of services requires CONSULTANT to submit, on behalf of the CLIENT, a permit application and/or approval by a third party to this contract, CONSULTANT does not make any warranties, guarantees, or representations as to the success of CONSULTANT'S effort on behalf of the CLIENT. Payment for services rendered by CONSULTANT is not contingent upon the successful acquisition of these permits.

4.18 Notwithstanding any other provision in this Agreement, neither the CLIENT nor CONSULTANT, their respective officers, directors, shareholders, partners, employees, agents, members, subconsultants, or employees shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or in any way connected to the project or this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action.

4.19 This Agreement is the entire agreement between CONSULTANT and CLIENT. It supersedes all prior communications, understandings, and agreements, whether oral or written. Any Amendment or modification to this Agreement must be written and executed by both CONSULTANT and CLIENT.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

CLIENT:

City of Columbia Falls

Signed: _____

By: Susan M. Nicosia

Title: City Manager

Contact Information and Address for giving notices:

City of Columbia Falls

130 6th St W

Columbia Falls, MT 59912

Email: nicosias@cityofcolumbiafalls.com

Phone: 406-892-4391

Address for Invoices (if different)

CONSULTANT:

Morrison-Maierle, Inc.

Signed: 

By: Ryan Jones

Title: Vice President

Contact Information and Address for giving notices:

Morrison-Maierle, Inc.

172 Timberwolf Parkway

Kalispell, MT 59901

Email: rjones@m-m.net

Phone: 406-752-2216

Project Number: 0541.031.00

Project Name: Overlay and Reconstruction Project

Version 12/2/2021

**MORRISON - MAIERLE
SUMMARY OF PROPOSED COSTS**

**CITY OF COLUMBIA FALLS
OVERLAY AND RECONSTRUCTION PROJECT**



Item No.4.

MAJOR WORK ITEM	Supervising Engineer III	Senior Engineer I	Design Engineer I	RPR II	Engineer Intern I	Project Coordinator II	Total Hours	Total Labor
INITIAL EVALUATION								
Project Management			4				4	\$588.00
Gather and Prepare Background Information			4				4	\$588.00
Site Inspection and Meetings			5				5	\$735.00
System Analysis			8				8	\$1,176.00
Preliminary Cost Estimates			4				4	\$588.00
Summary of Findings/Alternatives			8				8	\$1,176.00
							0	\$0.00
Sub-Totals	0	0	33	0	0	0	33	\$4,851.00
SURVEY								
Project Management			4				4	\$588.00
Survey - Research Plat/COS and Call in Utility Locates					8		8	\$896.00
Survey - Field Work (Topo & Property Pins)					50		50	\$5,600.00
Survey - Drafting (Feature Lines, Surface, Property Boundary)					10		10	\$1,120.00
							0	\$0.00
							0	\$0.00
Sub-Totals	0	0	4	0	68	0	72	\$8,204.00
DESIGN PHASE								
Project Management			40				40	\$5,880.00
Design and Drawings			100		200		300	\$37,100.00
Specifications and Project Manual			8		24		32	\$3,864.00
Cost Estimate			8		16		24	\$2,968.00
Design Review Meetings and Coordination			16				16	\$2,352.00
Quality Assurance		16					16	\$2,704.00
Finalize Bid Set			10		24		34	\$4,158.00
							0	\$0.00
Sub-Totals	0	16	182	0	264	0	462	\$59,026.00
BIDDING								
Bidding Management			12				12	\$1,764.00
Coordinate Advertisement			4				4	\$588.00
Pre-Bid Conference and Answer Bidding Questions			16		4		20	\$2,800.00
Bid Opening and Award Recommendation			8		4		12	\$1,624.00
Bid Award and Contract Initiation			8				8	\$1,176.00
Sub-Totals	0	0	48	0	8	0	56	\$7,952.00

CONSTRUCTION

Contract Management			40				40	\$5,880.00
Pre-Construction Conference			8		4		12	\$1,704.00
Submittal Review			4		8		12	\$1,644.00
Construction Progress Meetings/Engineer Inspection			60				60	\$8,820.00
Change Orders			24				24	\$3,528.00
Pay Requests			24				24	\$3,528.00
Substantial Completion Walk-through and Coordination			5				5	\$735.00
Final Completion Walk-through and Coordination			5				5	\$735.00
Sub-Totals	0	0	170	12	0	0	182	\$26,574.00

RESIDENT PROJECT REPRESENTATIVE (RPR)

RPR/Inspection					240		240	\$31,680.00
Sub-Totals	0	0	0	240	0	0	240	\$31,680.00
TOTAL	0	16	437	252	340	0	1,045	\$138,287.00

SUMMARY OF ESTIMATED LABOR COSTS	HOURS	RATE	TOTAL LABOR
Supervising Engineer III	0	\$220.00	\$0.00
Senior Engineer I	16	\$169.00	\$2,704.00
Design Engineer I	437	\$147.00	\$64,239.00
RPR II	252	\$132.00	\$33,264.00
Engineer Intern I	340	\$112.00	\$38,080.00
Project Coordinator II	0	\$92.00	\$0.00
TOTAL LABOR	1,045		\$138,287.00

DIRECT EXPENSE DESCRIPTION	UNITS	NUMBER UNITS	UNIT COST	TOTAL COST
Automobile Mileage	miles	875	\$0.77	\$676.38
Automobile Mileage (On-site with Hourly Charge)	miles	0	\$0.62	\$0.00
Automobile Hourly Charge	hour	240	\$5.00	\$1,200.00
GPS/Robot Equipment	day	7	\$240.00	\$1,680.00
Geotechnical Subconsultant	ls	1	\$15,000.00	\$15,000.00
Miscellaneous Survey Supplies	ls	0	\$100.00	\$0.00
Lodging	nights	0	\$300.00	\$0.00
Per Diem	day	0	\$54.00	\$0.00
TOTAL DIRECT EXPENSES				\$18,556.38

COST SUMMARY	COST CEILING
Direct Labor	\$138,287.00
Direct Expenses	\$18,556.38
TOTAL	\$156,843.38

AGREEMENT **BETWEEN OWNER AND ENGINEER** **FOR PROFESSIONAL SERVICES**

TASK ORDER EDITION

THIS IS AN AGREEMENT effective as of March 1, 2022 ("Effective Date of the Agreement") between
City of Columbia Falls ("Owner") and
KLJ Engineering LLC, 4585 Coleman Street, Bismarck ND 58503 ("Engineer").

Other terms used in this Agreement are defined in Article 7.

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Agreement sets forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer's services will be detailed in a duly executed Task Order for each Specific Project. The general format of a Task Order is shown in Attachment 1 to this Agreement. Each Task Order will indicate the specific services to be performed and deliverables to be provided.
- B. This Agreement is not a commitment by Owner to Engineer to issue any Task Orders.
- C. Engineer shall not be obligated to perform any prospective Task Order unless and until Owner and Engineer agree as to the particulars of the Specific Project, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters.

1.02 *Task Order Procedure*

- A. Owner and Engineer shall agree on the scope, time for performance, and basis of compensation for each Task Order. With respect to the scope of Engineer's services, each specific Task Order shall either (1) be accompanied by and incorporate a customized Exhibit A, "Engineer's Services for Task Order," prepared for the Specific Project, (2) state the scope of services in the Task Order document itself, or (3) incorporate by reference all or portions of Exhibit A, "Engineer's Services for Task Order," as attached to this Agreement. Each duly executed Task Order shall be subject to the terms and conditions of this Agreement.
- B. Engineer will commence performance as set forth in the Task Order.
- C. Engineer shall provide, or cause to be provided, the services set forth in the Task Order.

ARTICLE 2 – OWNER’S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth in this Agreement; in Exhibit B, "Owner's Responsibilities"; and in each Task Order.
- B. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement; such responsibility extends to requirements, instructions, programs, reports, data, and other information furnished by Owner pursuant to any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of: (1) any development that affects the scope or time of performance of Engineer’s services; (2) the presence at the Site of any Constituent of Concern; or (3) any relevant, material defect or nonconformance in Engineer’s services, the Work, the performance of any Constructor, or in Owner’s performance of its responsibilities under this Agreement.

ARTICLE 3 – TERM; TIMES FOR RENDERING SERVICES

3.01 *Term*

- A. This Agreement shall be effective and applicable to Task Orders issued hereunder for **3 years** from the Effective Date of the Agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 *Times for Rendering Services*

- A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s services is impaired, or Engineer’s services are delayed or suspended, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Specific Project, or Engineer’s services, then the time for completion of Engineer’s services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.
- F. With respect to each Task Order, the number of Construction Contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established shall be identified in the Task Order. If the Work designed or specified by Engineer under a Task Order is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), then the Task Order will state the schedule for performance of Engineer's services in order to sequence and properly coordinate such services as are applicable to the Work under the Construction Contracts. If the Task Order does not address such sequencing and coordination, then Owner and Engineer shall jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order whether or not the work under such contracts is to proceed concurrently.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices, the terms of Exhibit C, and the specific Task Order. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.
- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 - 2. Engineer may, after giving seven days written notice to Owner, suspend services under any Task Order issued until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date of a Task Order any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse

Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C and the specific Task Order.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit for a Specific Project is established between Owner and Engineer in a Task Order, then such Construction Cost limit and Engineer's rights and responsibilities with respect thereto will be governed by Exhibit F, "Construction Cost Limit," which shall be attached to and incorporated in the Task Order. If no Construction Cost limit is established in a Task Order, then Exhibit F does not apply.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs for a Specific Project shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. *Compliance with Laws and Regulations, and Policies and Procedures*

1. Engineer and Owner shall comply with applicable Laws and Regulations.
 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 3. Each Task Order is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date of the Task Order. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date of the Task Order to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures;
 - c. changes after the Effective Date of the Task Order to Owner-provided policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant the existence of conditions whose existence Engineer cannot ascertain within its services for that Specific Project. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to the Engineer in any way contingent upon Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or in the specific Task Order.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or for enforcement of construction insurance or surety bonding requirements.

- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- N. While at a Site, Engineer, its Consultant, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. For each design performed or furnished, Engineer shall be responsible only for those Construction Phase services that have been expressly required of Engineer in the authorizing Task Order. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against Engineer that may be in any way connected to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in the authorizing Task Order.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Specific Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under the specific Task Order, then Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Specific Project. Engineer grants Owner a limited license to use the Documents on the Specific Project, extensions of the Specific Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and its Consultants from all claims, damages, losses, and expenses, including attorneys' fees,

arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Specific Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Specific Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Specific Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement or a Task Order does not establish protocols for electronic or digital transmittals, then Owner and Engineer shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Commencing with the Effective Date of the Agreement, Engineer shall procure and maintain insurance as set forth in Exhibit G, "Insurance." Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer that is applicable to a Specific Project.
- B. Commencing with the Effective Date of the Agreement, Owner shall procure and maintain insurance as set forth in Exhibit G, "Insurance."
- C. Owner shall require Contractors to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Specific Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor.
- D. Engineer shall each deliver to Owner certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished promptly after the Effective Date of the Agreement and at renewals thereafter during the life of this Agreement.
- E. All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants. Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance

relating to the Specific Project. Owner and Engineer shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. Under the terms of any Task Order, or after commencement of performance of a Task Order, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner.

6.06 *Suspension and Termination*

A. *Suspension*

- 1. By Owner: Owner may suspend a Task Order for up to 90 days upon seven days written notice to Engineer. Engineer shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, Owner shall compensate Engineer for expenses incurred as a result of the suspension and resumption of its services, and Engineer's schedule and fees for the remainder of the Project shall be equitably adjusted.
- 2. By Engineer: Engineer may suspend services under a Task Order : (i) if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or is in material breach of this Agreement; or (ii) in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.A.4. Engineer shall have no liability to Owner, and Owner agrees to make no claim for delay or damage as a result of such suspension caused by any breach of this Agreement by Owner. Upon receipt of payment in full of all outstanding sums due from Owner, or curing of such other breach which caused Engineer to suspend services, Engineer shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.
- 3. A suspension on a specific Task Order, whether by Owner or Engineer, shall not affect the duty of the two parties to proceed with their obligations under other Task Orders.

B. *Termination for Cause—Task Order:* The obligation to provide further services under a specific Task Order may be terminated for cause:

- 1. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms of the specific Task Order or this Agreement, whose terms govern the specific Task Order, through no fault of the terminating party.
- 2. By Engineer:
 - a. upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

- b. upon seven days written notice if the Engineer's services under a Task Order are delayed or suspended for more than 90 days , consecutive or in the aggregate by Owner; or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.A.5.
 - c. Engineer shall have no liability to Owner on account of such termination.
 - d. Notwithstanding the foregoing, neither this Agreement nor the Task Order will terminate under Paragraph 6.06.B.1 if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
- C. *Termination for Cause—Agreement:* In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon seven days notice Engineer may terminate this Agreement, including Engineer's services under all Task Orders.
- D. *Termination for Convenience by Owner:* Owner may terminate a Task Order or this Agreement for Owner's convenience, effective upon Engineer's receipt of notice from Owner.
- E. *Effective Date of Termination:* The terminating party under Paragraphs 6.06.B, C, and D may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Task Order materials in orderly files.
- F. *Payments Upon Termination:*
 - 1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with the specific Task Order and this Agreement, and for all expenses incurred through the effective date of termination, to the extent that the specific Task Order (or Task Orders) allows reimbursement for such expenses. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 - 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.F.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Specific Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. The Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in any Construction Contract Documents prepared for any Specific Project under this Agreement.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order):
 - 1. Owner represents to Engineer that as of the Effective Date of the Task Order, to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

2. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (a) Owner and (b) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
3. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
4. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, immediately suspend performance of services on the portion of the Specific Project affected thereby until such portion of the Specific Project is no longer affected.
5. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under the specific Task Order, then the Engineer shall have the option of (a) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (b) terminating the specific Task Order for cause on seven days notice.
6. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under a specific Task Order or this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to this Agreement, any Task Order, or any Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys' fees) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under any Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this Paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

- C. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- D. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- E. *Mutual Waiver:* To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, 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 this Agreement, any Task Order, or a Specific Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under each Task Order, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, by facsimile or other electronic transmission, or by a commercial courier service. All notices shall be effective upon the date of receipt. Notices and correspondence sent by electronic transmission, including the signature of a Party delivered by facsimile or by a "pdf." format document sent electronically, will constitute original copies thereof and will be binding on the parties. Upon request, the receiving party may request an original of any document sent by electronic transmission.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims:* To the fullest extent permitted by Laws and Regulations, all causes of action arising under a Specific Project shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion of such Specific Project.
- F. *Applicability to Task Orders:* The terms and conditions set forth in this Agreement apply to each Task Order as if set forth in the Task Order, unless specifically modified. In the event of conflicts between this Agreement and a Task Order, the conflicting provisions of the Task Order shall take precedence for that Task Order. The

provisions of this Agreement shall be modified only by a written instrument. Such amendments shall be applicable to all Task Orders issued after the effective date of the amendment if not otherwise set forth in the amendment.

- G. *Non-Exclusive Agreement*: Nothing herein shall establish an exclusive relationship between Owner and Engineer. Owner may enter into similar agreements with other professionals for the same or different types of services contemplated hereunder, and Engineer may enter into similar or different agreements with other project owners for the same or different services contemplated hereunder.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto and any Task Order) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits or Task Order, or in the following definitions:
1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 2. *Additional Services*—Services to be performed for or furnished to Owner by Engineer in accordance with a Task Order, but which are not included in Basic Services for that Task Order.
 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Article 8.
 4. *Application for Payment*—The form acceptable to Engineer which is to be used by a Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with a specific Task Order, as specified in the Task Order (but not including Additional Services performed or furnished pursuant to an amendment to the specific Task Order).
 6. *Change Order*—A document which is signed by a Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 7. *Change Proposal*—A written request by a Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
 8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous

Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The numbers of days or the dates by which a Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion, and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of an entire Specific Project designed or specified by or for Engineer under this Agreement and the specific Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damage to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with a Specific Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and their employees, agents, and representatives.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to a Specific Project as Engineer's independent professional associates, consultants, subcontractors, or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic media format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by a Contractor.

19. *Effective Date of the Agreement*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
20. *Effective Date of the Task Order*—The date indicated in the Task Order on which it becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
21. *Engineer*—The individual or entity named as such in this Agreement.
22. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
24. *Notice* – Wherever used in this Agreement, the term “days” shall mean consecutive calendar days of twenty-four (24) hours each, or a fraction thereof.
25. *Owner*—The individual or entity with which Engineer has entered into this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.
26. *Record Drawings*—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer as an Additional Service and based solely on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
27. *Resident Project Representative*—The authorized representative, if any, of Engineer assigned to assist Engineer at the Site of a Specific Project during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR will be as set forth in each Task Order.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for a Contractor and submitted by a Contractor to Engineer to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for use of a Contractor.

31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Specific Project*—The total specific undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.
33. *Subcontractor*—An individual or entity having a direct contract with a Contractor or with any other Subcontractor for the performance of a part of the Work.
34. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
35. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with a Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
36. *Task Order*—A document executed by Owner and Engineer, including amendments if any, stating the scope of services, Engineer's compensation, times for performance of services and other relevant information for a Specific Project.
37. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, the total costs of services of Engineer or other design professionals and consultants, cost of land, rights-of-way, or compensation for damages to properties, or Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.
38. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents for a Specific Project. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning; all as required by such Construction Contract Documents.
39. *Work Change Directive*—A written directive to a Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. *Day*: The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Suggested Form of Task Order*

- A. The Suggested Form of Task Order is attached as Attachment 1, and shall be used as the basis for preparing a specific Task Order for each Specific Project under this Agreement.

8.02 *Exhibits Included:*

- A. Exhibit A, Engineer's Services for Task Order. Services, tasks, and terms in Exhibit A as included with this Agreement are for reference in preparing the scope of services for specific Task Orders, and are contractually binding only to the extent expressly incorporated in a specific Task Order.
- B. Exhibit B, Owner's Responsibilities. This Exhibit applies to all Task Orders.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses. The terms of Exhibit C that will be applicable to and govern compensation under a specific Task Order will be determined by the selection of compensation methods made in Paragraph 6, "Payments to Engineer," of the specific Task Order.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative. Not Used.
- E. Exhibit E, Notice of Acceptability of Work. Not Used.
- F. Exhibit F, Construction Cost Limit. Not used.
- G. Exhibit G, Insurance. This Exhibit is applicable to all Task Orders.
- H. Exhibit H, Dispute Resolution. This Exhibit is applicable to all Task Orders.
- I. Exhibit I, Limitations of Liability. This Exhibit is applicable to all Task Orders.
- J. Exhibit J, Special Provisions. This Exhibit is applicable to all Task Orders.
- K. Exhibit K, Amendment to Task Order. Owner and Engineer may use this form during a Specific Project to modify the specific Task Order.

8.03 *Total Agreement*

- A. This Agreement (together with the Exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties.
- B. An executed Task Order under this Agreement (including any incorporated exhibits or attachments) constitutes the entire agreement between Owner and Engineer with respect to the Specific Project, and supersedes all prior written or oral understandings. Such a Task Order may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments to such a Task Order should be based whenever possible on the format of Exhibit K to this Agreement.

8.04 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party that the individual represents. Each Task Order shall likewise designate representatives of the two parties with respect to that Task Order.

8.05 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.06 *Affirmative Action:*

- A. Owner and Engineer shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on Page 1.

OWNER: City of Columbia Falls

ENGINEER: KLJ Engineering LLC

By: _____
(Print Name)

Title: _____

Date Signed: _____

By: _____
(Print Name) Mark Anderson

Title: Senior Vice President, EPW

Date Signed: _____

Firm's Certificate No.: PEL-EF-LIC-37

State of: MT

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

KLJ Engineering LLC
4585 Coleman Street
Bismarck, ND 58503
Legal Notices to: legal@kljeng.com

DESIGNATED REPRESENTATIVE

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

DESIGNATED REPRESENTATIVE

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

**SUGGESTED FORM OF
TASK ORDER**

Item No.5.

This is Task Order
No. _____, consisting of
_____ pages.

Task Order

[NOTE TO USER: Modify as to scope, compensation, schedule, and other key items.]

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated March 1, 2022 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order:
- b. Owner: City of Columbia Falls
- c. Engineer: KLJ Engineering LLC
- d. Specific Project (title):
- e. Specific Project (description):

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are:

[Select one of the following three options and delete the other two.]

- ☐ set forth in Part 1—Basic Services of Exhibit A, "Engineer's Services for Task Order," modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

[or]

- ☐ as follows: [] ***[Note: Insert scope of services here, or incorporate by reference a scope of services set out in a separate document such as a letter or proposal.]***

[or]

- ☐ the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference: ***[Note: If this option is selected, include only those sections below that are part of Basic Services for the specific Task Order, and delete those sections below that do not apply.]***

- Study and Report Services (Exhibit A, Paragraph A1.01)
- Preliminary Design Phase (Exhibit A, Paragraph A1.02)

Task Order Form

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and American Society of Civil Engineers. All rights reserved.

- Final Design Phase (Exhibit A, Paragraph A1.03)
- Bidding or Negotiating Services (Exhibit A, Paragraph A1.04)
- Construction Phase Services (Exhibit A, Paragraph A1.05)
 - including Resident Project Representative (RPR) services (A1.05.A.2)
 - **[or]** [not including Resident Project Representative (RPR) services (A1.05.A.2)]
- Post-Construction Phase Services (Exhibit A, Paragraph A1.06)
- Commissioning Services (Exhibit A, Paragraph A1.07)

B. Resident Project Representative (RPR) Services

If the scope of services established in Paragraph 2.A above includes RPR services, then Exhibit D of the Agreement is expressly incorporated in this Task Order by reference.

[1. If RPR services are not in the scope of this Task Order, do not include any references to RPR services in Exhibit A (Paragraph A1.05.A.2) for this Task Order (or state “Does not apply” or similar), or in any other scope of services text or document.

2. If appropriate, modify Exhibit D for this specific Task Order, and attach it, rather than incorporating the Exhibit D that is included with the Agreement.]

C. Designing to a Construction Cost Limit

[If the design under this Task Order will be governed by a Construction Cost limit, then include the following clause, with blanks filled in, and thereby incorporate Exhibit F; if not, then delete the clause or indicate “Does not apply” or similar]]

Under this Task Order Engineer will design to a Construction Cost Limit, subject to the terms of Paragraph 5.02 of the Agreement and of Exhibit F to the Agreement. Exhibit F is expressly incorporated by reference. The Construction Cost Limit is \$_____. The bidding or negotiating contingency to be added to the Construction Cost Limit is _____ percent.

D. Other Services

Engineer shall also provide the following services: ***[Summarize or provide a brief description of other services (if any) that are to be provided by Engineer as Basic Services, but have not been addressed in Paragraphs 2.A through 2.C. If applicable, categorize such other services by phases, such as other Study and Report Phase Services, other Preliminary Design Phase Services, and so on. If all Basic Services have been covered in Paragraphs 2.A through 2.C, then indicate “None” here in 2.D, or delete 2.D in its entirety.]***

E. All of the services included above comprise Basic Services for purposes of Engineer’s compensation under this Task Order.

Task Order Form

3. Additional Services

A. Additional Services that may be authorized or necessary under this Task Order are:

[Select one of the following three options and delete the other two.]

- ☐ set forth as Additional Services in Part 2—Additional Services, of Exhibit A, “Engineer’s Services for Task Order,” modified for this specific Task Order, and attached to and incorporated as part of this Task Order.

[or]

- ☐ as follows: [] ***[Note: Insert list of Additional Services here, or incorporate by reference a list of Additional Services set out in a separate document. Indicate whether advance authorization is needed, and include other governing terms and conditions.]***

[or]

- ☐ those services (and related terms and conditions) set forth in Paragraph A2.01 of Exhibit A, as attached to the Agreement referred to above, such paragraph being hereby incorporated by reference.

4. Owner's Responsibilities

Owner shall have those responsibilities set forth in Article 2 of the Agreement and in Exhibit B, subject to the following: ***[State any additions or modifications to Exhibit B for this Specific Project here.]***

5. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following schedule: ***[Revise and amend for each specific Task Order.]***

<u>Party</u>	<u>Action</u>	<u>Schedule</u>
Engineer	Furnish [] review copies of the Report and other Study and Report Phase deliverables to Owner.	Within [] days of the Effective Date of the Task Order.
Owner	Submit comments regarding Report and other Study and Report Phase deliverables to Engineer.	Within [] days of the receipt of Report and other Study and Report Phase deliverables from Engineer.
Engineer	Furnish [] copies of the revised Report and other Study and Report Phase deliverables to Owner.	Within [] days of the receipt of Owner’s comments regarding the Report and other Study and Report Phase deliverables.
Engineer	Furnish [] review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [] days of Owner’s authorization to proceed with Preliminary Design Phase services.

Owner	Submit comments regarding Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Engineer.	Within [] days of the receipt of Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables from Engineer.
Engineer	Furnish [] copies of the revised Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables to Owner.	Within [] days of the receipt of Owner's comments regarding the Preliminary Design Phase documents, opinion of probable Construction Cost, and other Preliminary Design Phase deliverables.
Engineer	Furnish [] copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [] days of Owner's authorization to proceed with Final Design Phase services.
Owner	Submit comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Engineer.	Within [] days of the receipt of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables from Engineer.
Engineer	Furnish [] copies of the revised final Drawings and Specifications, assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, to Owner.	Within [] days of the receipt of Owner's comments and instructions regarding the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables

6. Payments to Engineer

A. Owner shall pay Engineer for services rendered under this Task Order as follows:

[Notes: 1. Delete line items that do not apply to this Task Order. 2. For each line item indicate either "Lump Sum," "Direct Labor," or "Hourly Rates" as the Basis of Compensation. 3. Cross-references are to Exhibit A. Revise if necessary, or delete cross-references if Exhibit A is not used to establish the scope of services under this Task Order.]

Description of Service	Amount	Basis of Compensation
1. Basic Services (Part 1 of Exhibit A)	\$[]	[]
a. Study and Report Phase (A1.01)	\$[]	[]
b. Preliminary and Final Design Phase (A1.02, A1.03)	\$[]	[]
c. Bidding or Negotiating Phase (A1.04)	\$[]	[]
d. Construction Phase (A1.05)*	\$[]	[]
e. Resident Project Representative Services* (A1.05.A.2).	\$[]	[]
f. Post-Construction Phase (A1.06)	\$[]	[]
g. Commissioning Phase (A1.07)	\$[]	[]
h. Other Services (see A1.08, and 2.D above)	\$[]	[]
TOTAL COMPENSATION (lines 1.a-h)	\$[]	
2. Additional Services (Part 2 of Exhibit A)	(N/A)	[]

[Many of the line items under Line 1, Basic Services, will frequently be governed by a single Basis of Compensation; however, it is not unusual to have some variation among the services so the table allows the user to establish different bases of compensation for the various Basic Compensation phases (1.a-1.h).]

*Based on a [] -month continuous construction period.

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Consultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C.

7. Consultants retained as of the Effective Date of the Task Order:

8. Other Modifications to Agreement and Exhibits:

[Supplement or modify Agreement and Exhibits, if appropriate.]

9. Attachments:

10. Other Documents Incorporated by Reference:

11. 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.

OWNER: City of Columbia Falls

ENGINEER: KLJ Engineering LLC

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Firm's Certificate No. (if
required): _____

State of: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

E-Mail
Address: _____

E-Mail
Address: _____

Phone: _____

Phone: _____

Task Order Form

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This is **EXHIBIT A**, consisting of [] pages, referred to in and part of the **Task Order** dated [].

Engineer's Services for Task Order

[Introductory Note to User:

The following text as published describes a variety of services that may be included, in whole or in part, in a specific Task Order issued under the Agreement. Until this exhibit is customized for inclusion in a specific Task Order, or some or all of the exhibit is incorporated in a specific Task Order by reference, it has no legal or contractual effect.

Not all possible services are included in this exhibit. The user should revise and supplement the descriptions of services provided here for purposes of drafting the scope of Engineer's Services for each specific Task Order. The scope of services will typically include a list of potential Additional Services (see Paragraph A2.01) that may be needed as the Specific Project progresses. The user may choose to categorize some items shown here as Additional Services as Basic Services, or move some tasks listed in the Basic Services categories (Paragraphs A1.01 through A1.08) into Additional Services. Note that for the Additional Services in A2.01.A, Engineer is not authorized to perform and receive compensation for an Additional Service unless authorized by Owner to do so under a written amendment.]

PART 1—BASIC SERVICES

A1.01 Study and Report Phase Services

A. As Basic Services, Engineer shall:

1. Consult with Owner to define and clarify Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
 - a. If Owner has already identified one or more potential solutions to meet its Specific Project requirements, then proceed with the study and evaluation of such potential solutions: ***[List the specific potential solutions here.]***
 - b. If Owner has not identified specific potential solutions for study and evaluation, then assist Owner in determining whether Owner's requirements, and available data, reports, plans, and evaluations, point to a single potential solution for Engineer's study and evaluation, or are such that it will be necessary for Engineer to identify, study, and evaluate multiple potential solutions.
 - c. If it is necessary for Engineer to identify, study, and evaluate multiple potential solutions, then identify three alternative solutions potentially available to Owner, unless Owner and Engineer mutually agree that some other specific number of alternatives should be identified, studied, and evaluated.
2. Identify potential solution(s) to meet Owner's Specific Project requirements, as needed.

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3. Study and evaluate the potential solution(s) to meet Owner's Specific Project requirements.
4. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
5. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related data and information, for Engineer's use in the study and evaluation of potential solution(s) to Owner's Specific Project requirements, and preparation of a related report.
6. After consultation with Owner, recommend to Owner the solution(s) which in Engineer's judgment meet Owner's requirements for the Specific Project.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Specific Project to be designed or specified by Engineer, including but not limited to mitigating measures identified in an environmental assessment for the Specific Project.
8. Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and Engineer's recommended solution(s). For each recommended solution Engineer will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by Engineer and its Consultants; and, on the basis of information furnished by Owner, a tabulation of other items and services included within the definition of Total Project Costs.
9. Advise Owner of any need for Owner to provide data or services of the types described in Exhibit B, for use in Project design, or in preparation for Contractor selection and construction.
10. When mutually agreed, assist Owner in evaluating the possible use of building information modeling; civil integrated management; geotechnical baselining of subsurface site conditions; innovative design, contracting, or procurement strategies; or other strategies, technologies, or techniques for assisting in the design, construction, and operation of Owner's facilities. The subject matter of this paragraph shall be referred to in Exhibit A and B as "Specific Project Strategies, Technologies, and Techniques."
11. If requested to do so by Owner, assist Owner in identifying opportunities for enhancing the sustainability of the Specific Project, and pursuant to Owner's instructions plan for the inclusion of sustainable features in the design.
12. Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the Owner on a recommended scope of work and procedure for the identification and mapping of existing utilities.
13. Develop a scope of work and survey limits for any topographic and other surveys necessary for design.

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14. Pursuant to the Task Order schedule, furnish the required number of review copies of the Report and any other Study and Report Phase deliverables to Owner, and review it with Owner. Owner shall submit to Engineer any comments regarding the furnished items within the time established in the Task Order schedule.
 15. Pursuant to the Task Order schedule, revise the Report and any other Study and Report Phase deliverables in response to Owner's comments, as appropriate, and furnish the required number of copies of the revised Report and any other Study and Report Phase deliverables to the Owner.
- B. Engineer's services under the Study and Report Phase will be considered complete on the date when Engineer has delivered to Owner the revised Report and any other Study and Report Phase deliverables.

A1.02 *Preliminary Design Phase*

A. As Basic Services, Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project.
2. In preparing the Preliminary Design Phase documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
4. Visit the Site as needed to prepare the Preliminary Design Phase documents.
5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
6. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other

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construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.

[Note to User

Some owners prefer to handle the preparation of bidding (procurement) and construction contract documents with little or no involvement by the Engineer (other than with respect to Engineer's preparation or furnishing of the Drawings, Specifications, and other design and technical documents), relying either on Owner's in-house staff and legal counsel for such services, or on third-parties such as a construction manager. When such is the case, the task item above, and related items in the Final Design Phase (Paragraph A1.03 below) and in Exhibit B, Owner's Responsibilities, should be modified to fit the requirements of the specific project.]

9. Pursuant to the Task Order schedule, furnish the required number of review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner. Within the time established in the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items.
 10. Pursuant to the Task Order schedule, revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner the required number of copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 Final Design Phase

- A. As Basic Services, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.

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4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Pursuant to the Task Order schedule, furnish for review by Owner, its legal counsel, and other advisors, the required number of copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with Owner. Within the time required by the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 10. Pursuant to the Task Order schedule, revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
- C. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Task Order.

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A1.04 *Bidding or Negotiating Phase*

A. As Basic Services, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents.
3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
4. Consult with Owner as to the qualifications of prospective contractors.
5. Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
6. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.
7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.

- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Task Order).

A1.05 *Construction Phase*

A. As Basic Services, Engineer shall:

1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If

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Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D. ***[If Engineer will not be providing the services of an RPR, then delete this Paragraph 2 by inserting the word "DELETED" after the paragraph title, and do not include Exhibit D in the Task Order.]***
3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the testing services identified in Exhibit B, Paragraph B2.01.A.
4. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

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- a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
 11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
 12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of

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the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Field Orders*: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
14. *Change Orders and Work Change Directives*: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
15. *Differing Site Conditions*: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract.
16. *Non-reviewable matters*: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
17. *Shop Drawings, Samples, and Other Submittals*: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.01.B.2 of this Exhibit A.
19. *Inspections and Tests*:
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

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- b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- 20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.
- 21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
 - a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
 - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement or this Task Order. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to

Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.

22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
 23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
 24. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E ("Notice of Acceptability of Work") (also available as a construction form, EJCD® C-626 (2013)) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.
 25. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more than one prime contract as indicated in Paragraph A1.03.C, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and

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readiness for final payment of Contractor as set forth in the final Construction Contract under the Task Order.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, as Basic Services, Engineer shall:
 - 1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 - 2. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

A1.07 *Commissioning Phase*

- A. As Basic Services, Engineer shall:
 - 1. Assist Owner in connection with the adjusting of Specific Project equipment and systems.
 - 2. Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
 - 3. Prepare operation and maintenance manuals.
 - 4. Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.
 - 5. Prepare and furnish to Owner, in the format agreed to, Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor.

A1.08 *Other Services:* Each specific Task Order may include Basic Services that do not fit into the categories above. Such services should be expressly stated in the specific Task Order itself.

PART 2—ADDITIONAL SERVICES

A2.01 *Additional Services Requiring an Amendment to Task Order*

- A. *Advance Written Authorization Required:* During performance under a Task Order, Owner may authorize Engineer in writing to furnish or obtain from others Additional Services of the types listed below. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following

services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Specific Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Specific Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Specific Project.
2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
3. Services resulting from significant changes in the scope, extent, or character of the portions of the Specific Project designed or specified by Engineer, or the Specific Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date of the Task Order or are due to any other causes beyond Engineer's control.
4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2.
5. Services required as a result of Owner's providing incomplete or incorrect Specific Project information to Engineer.
6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;
 - b. based on the engineering and technical aspects of the Project, the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and

Exhibit A – Engineer's Services

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- f. audits or inventories required in connection with construction performed or furnished by Owner.
- 8. Furnishing services of Consultants for other than Basic Services.
- 9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
- 10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.C or the specific Task Order.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
- 11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services.
- 12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
- 13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
- 14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
- 15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.
- 16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
- 17. Preparing Record Drawings, and furnishing such Record Drawings to Owner.
- 18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.

Exhibit A – Engineer's Services

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19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
 20. Preparation of operation, maintenance, and staffing manuals.
 21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
 22. Assistance to Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
 23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
 24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, mediation, lien or bond claim, or other legal or administrative proceeding involving the Project.
 25. Overtime work requiring higher than regular rates.
 26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
 27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
 28. Excessive services during any correction period, or with respect to guarantees called for in the Construction Contract (except as agreed to under Basic Services).
 29. Provide assistance in responding to the presence of any Constituent of Concern at any Site, in compliance with current Laws and Regulations.
 30. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.
- B. *Advance Written Authorization Not Required:* Engineer shall advise Owner in advance that Engineer will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner. Unless expressly indicated above or in the specific Task Order to be included Basic Services, the following services are not included as part of Basic Services and will be paid for by Owner as Additional Services, using the basis of compensation for Additional Services, as indicated in the specific Task Order.
1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.

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2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

Exhibit A – Engineer's Services

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This is **EXHIBIT B**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated March 1, 2022.

Owner's Responsibilities

Article 2 of the Agreement is amended and supplemented to include the following responsibilities unless expressly stated otherwise in a Task Order.

B2.01 *Specific Responsibilities*

A. Owner shall:

1. Provide Engineer with all criteria and full information as to Owner's requirements for the Specific Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
2. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
3. Furnish to Engineer any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
4. Following Engineer's assessment of initially-available Specific Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - a. Property descriptions.

Exhibit B– Owner's Responsibilities

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- b. Zoning, deed, and other land use restrictions.
 - c. Utility and topographic mapping and surveys.
 - d. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 - e. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 - f. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
 - g. Data or consultations as required for the Project but not otherwise identified in this Agreement.
5. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
 6. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
 - a. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 - b. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 - c. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
 7. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
 8. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

Exhibit B– Owner's Responsibilities

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9. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
10. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
11. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, other work is to be performed at or adjacent to the Site by others or by employees of Owner, or if Owner arranges to have work performed at the Site by utility owners, then Owner shall coordinate such work unless Owner designates an individual or entity to have authority and responsibility for coordinating the activities among the various prime Contractors and others performing work. In such case Owner shall define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
12. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
13. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
14. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
15. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
16. Place and pay for advertisement for Bids in appropriate publications.
17. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
18. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
19. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

Exhibit B– Owner's Responsibilities

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20. Perform or provide the following: ***[Here list any additional Owner responsibilities].***

This is **EXHIBIT C**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated March 1, 2022.

Payments to Engineer for Services and Reimbursable Expenses

Article 2 of the Agreement is amended and supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER'S RESPONSIBILITIES

C2.01 Basis of Compensation

- A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services shall be identified in each specific Task Order (see Suggested Form of Task Order, Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.
- B. The three following bases of compensation are used for services under the Task Orders, as identified in each specific Task Order:
 1. Lump Sum (plus any expenses expressly eligible for reimbursement)
 2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)
 3. Direct Labor Costs Times a Factor (plus any expenses expressly eligible for reimbursement)
 4. Cost Plus Fixed Fee (plus any expenses expressly eligible for reimbursement)

C2.02 Explanation of Compensation Methods

A. Lump Sum

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
2. The Lump Sum will include compensation for Engineer's services and services of Consultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Consultant charges.
3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services in the specified category (see Appendix 1 for rates or charges): [] ***[List any such reimbursable expenses here, or indicate "None." If "None" then the reference to Appendix 1 may be deleted.]***

Exhibit C – Payments to Engineer for Services and Reimbursable Expenses

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4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum.

B. Standard Hourly Rates

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit as Appendices 1 and 2.
4. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Consultants' charges, if any).
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus reimbursable expenses (including Consultant's charges, if any).
6. The Standard Hourly Rates and Reimbursable Expenses Schedule shall be adjusted annually (as of []) to reflect equitable changes in the compensation payable to Engineer.

C. Direct Labor Costs Times a Factor

1. For the specified category of services, the Owner shall pay Engineer an amount equal to Engineer's Direct Labor Costs times a factor of [] for the services of Engineer's employees engaged on the Specific Project. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit as Appendix 1.
3. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation incorporates all labor, overhead, profit, and reimbursable expenses (including Consultant's charges, if any).
4. The amounts billed will be based on the applicable Direct Labor Costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing period times the above-designated Factor, plus reimbursable expenses (including Consultant's charges, if any).

Exhibit C – Payments to Engineer for Services and Reimbursable Expenses

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5. The Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted annually (as of []) to reflect equitable changes in the compensation payable to Engineer.

D. Cost Plus Fixed Fee

1. For the specified category of services, the Owner shall pay Engineer an amount equal to Engineer's actual cost plus a fixed fee basis for the services of Engineer's employees engaged on the Specific Project. The actual costs will consist of salary costs, overhead expenses and direct non-salary expenses. All direct salary costs and expenses may be verified by auditing at the conclusion of the project. The fixed payment, stated in the Task Order, shall not vary from the maximum specified unless the overall scope of the project changes. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph C2.03 below, and Appendix 1.
2. Engineer's Reimbursable Expenses Schedule is attached to this Exhibit as Appendix 1.
3. The total estimated compensation for the specified category of services shall be stated in the Task Order. This total estimated compensation incorporates all labor, overhead, reimbursable expenses and fixed fee (including Consultant's charges, if any).
4. The amounts billed will be based on the applicable actual costs for the cumulative hours charged to the specified category of services on the Specific Project during the billing, plus reimbursable expenses (including Consultant's charges, if any) The portion of the Fixed Fee amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services actually completed during the billing period to the Fixed Fee.
5. Actual costs will be adjusted annually (as of []) to reflect equitable changes in the compensation payable to Engineer.

C2.03 *Reimbursable Expenses*

- A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount **includes** the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Consultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in C2.02.A.3 above.
- B. Expenses eligible for reimbursement under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other

Exhibit C – Payments to Engineer for Services and Reimbursable Expenses

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procurement documents, Construction Contract Documents, and similar Specific Project-related items; Consultant charges; and any other expenses identified in Appendix 1.

- C. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Direct Labor Costs Times a Factor and Standard Hourly Rate methods shall be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.
- D. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of [].
- E. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges shall be the amount billed by such Consultants to Engineer times a factor of [].
- F. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

C2.04 *Serving as a Witness*

- A. For services performed by Engineer's employees as witnesses giving testimony in any litigation, arbitration or other legal or administrative proceeding under Paragraph A2.01.A.20, at a rate of [] times the witness's standard hourly rate. Compensation for Consultants for such services will be by reimbursement of Consultants' reasonable charges to Engineer for such services.

C2.05 *Other Provisions Concerning Payment*

- A. *Extended Contract Times:* Should the Contract Times to complete the Work be extended beyond the period stated in the Task Order, payment for Engineer's services shall be continued based on the Standard Hourly Rates Method of Payment.
- B. *Estimated Compensation Amounts*
 - 1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - 2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof. Promptly thereafter Owner and Engineer shall review the matter of services remaining to be performed and compensation for such services. Owner shall either agree to such compensation exceeding said estimated amount or Owner and Engineer shall agree to a reduction in the remaining services to be rendered by Engineer so that total compensation for such services will not exceed said estimated amount when such services are completed. If Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, the Engineer shall give written notice thereof to Owner and shall be paid for all services rendered thereafter.

Exhibit C – Payments to Engineer for Services and Reimbursable Expenses

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This is **Appendix 1 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition**, dated March 1, 2022.

Reimbursable Expenses Schedule

Expenses eligible for reimbursement are subject to review and adjustment per Exhibit C. Rates and charges for reimbursable expenses as of the date of the Agreement are:

8"x11" Copies/Impressions	____/page
Copies of Drawings	____/sq. ft.
Mileage (auto)	____/mile
Air Transportation	at cost
CAD Charge	____/hour
Laboratory Testing	at cost
Health and Safety Level D	____/day
Health and Safety Level C	____/day
Meals and Lodging	at cost

[Note to User: Customize this Schedule to reflect anticipated reimbursable expenses on this Specific Project]

This is **Appendix 2 to EXHIBIT C**, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated March 1, 2022.

Standard Hourly Rates Schedule

The following standard hourly rates are subject to review and adjustment per Exhibit C. Hourly rates for services as of the Effective Date of the Task Order are:

Billing Class VIII	\$ /hour
Billing Class VII	\$ /hour
Billing Class VI	\$ /hour
Billing Class V	\$ /hour
Billing Class IV	\$ /hour
Billing Class III	\$ /hour
Billing Class II	\$ /hour
Billing Class I	\$ /hour

[Note to User: The categories above (Billing Classes VIII through I) are traditional hourly rate classes for engineering services, but the classes themselves do not currently have widely accepted or understood meanings or definitions. Many approaches are possible for establishing the hourly rates that will be charged. These include defining the categories (for example, “Billing Class VI—Assistant Project Manager”), or using the engineering firm’s own professional classifications. If hourly rates are ascribed to specific individuals, the user should ensure that changes in professional personnel and rates are allowable over the Project’s course.]

This is **EXHIBIT G**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated March 1, 2022.

Insurance

Paragraph 6.05 of the Agreement is amended and supplemented to include the following agreement of the parties.

G6.05 Insurance

- A. The limits of liability for the insurance required by Paragraphs 6.05.A and 6.05.B of the Agreement are as follows, unless and except as specifically modified by a specific Task Order:
1. By Engineer:
 - a. Workers' Compensation: Statutory
 - b. Employer's Liability –
 - 1) Bodily injury, each accident: \$1,000,000
 - 2) Bodily injury by disease, each employee: \$1,000,000
 - 3) Bodily injury/disease, aggregate: \$1,000,000
 - c. General Liability –
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - 2) General Aggregate: \$2,000,000
 - d. Excess or Umbrella Liability –
 - 1) Each Occurrence: \$2,000,000
 - 2) General Aggregate: \$4,000,000
 - e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage): \$1,000,000
 - f. Professional Liability –
 - 1) Each Claim Made: \$2,000,000
 - 2) Annual Aggregate: \$4,000,000
 - B. Additional Insureds:
 1. The Owner shall be listed on Engineer's general liability policy.

Exhibit G - Insurance

This is **EXHIBIT H**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated [].

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.09 *Dispute Resolution*

- A. *Mediation*: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement, including any Task Order, or the breach thereof ("Disputes") to mediation by a mutually agreed upon mediator. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution method of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

Exhibit H – Dispute Resolution

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This is **EXHIBIT I**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated March 1, 2022.

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

I6.11.A *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Insurance Proceeds:* Engineer shall procure and maintain insurance as required by and set forth in Exhibit G to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Specific Project or the Task Order from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants (hereafter "Owner's Claims"), shall not exceed the total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement.
2. *Exclusion of Special, Incidental, Indirect, and Consequential Damages:* To the fullest extent permitted by law, and notwithstanding any other provision in the Agreement, consistent with the terms of Paragraph 6.11, the Engineer and Engineer's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Owner or anyone claiming by, through, or under Owner for 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 this Agreement, the Task Order, or the Specific Project.

Exhibit I – Limitations of Liability

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
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This is **EXHIBIT J**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated March 1, 2022.

Special Provisions

Paragraph(s) ____ of the Agreement is/are amended to include the following agreement(s) of the parties:

This is **EXHIBIT K**, consisting of [] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated March 1, 2022.

Amendment To Task Order No. _____

1. Background Data:

- a. Effective Date of Task Order:
- b. Owner: City of Columbia Falls
- c. Engineer: KLJ Engineering LLC
- d. Specific Project:

2. Description of Modifications

[Include the following paragraphs that are applicable and delete those not applicable to this amendment. Refer to paragraph numbers used in the Agreement or a previous amendment for clarity with respect to the modifications to be made. Use paragraph numbers in this document for ease of reference herein and in future correspondence or amendments.]

- a. Engineer shall perform the following Additional Services: []
- b. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows: []
- c. The responsibilities of Owner with respect to the Task Order are modified as follows: []
- d. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation: []
- e. The schedule for rendering services under this Task Order is modified as follows: []
- f. Other portions of the Task Order (including previous amendments, if any) are modified as follows: []

[List other Attachments, if any]

3. Task Order Summary (Reference only)

- | | | |
|----|----------------------------------|---------|
| a. | Original Task Order amount: | \$[] |
| b. | Net change for prior amendments: | \$[] |
| c. | This amendment amount: | \$[] |
| d. | Adjusted Task Order amount: | \$[] |

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is _____.

OWNER: City of Columbia Falls

ENGINEER: KLJ Engineering LLC

By: _____

By: _____

Title: _____

Title: _____

Date
Signed: _____Date
Signed: _____

SANE EXAM SERVICES AGREEMENT

This SANE Exam Services Agreement (“Agreement”) is made effective as of the date of the last signature below (“Effective Date”), by and between Kalispell Regional Medical Center, Inc. d/b/a Logan Health Medical Center, a Montana non-profit corporation (“LHMC”) and the Columbia Falls Police Department (“CFPD”). LHMC and CFPD are referred to at times herein individually as a “Party” and collectively as the “Parties”.

RECITALS

Whereas, LHMC provides emergency services seven (7) days per week, twenty-four (24) hours per day and is fully licensed by the State of Montana;

Whereas, LHMC employs Sexual Assault Nurse Examiners (“SANEs”) who are specifically trained to examine sexual assault victims for the purpose of collecting and documenting forensic evidence (“SANE Exams”); and

Whereas, CFPD desires to use LHMC’s SANE Exam services, as needed, from time to time.

AGREEMENT

Now, therefore, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Term and Termination.** This Agreement shall begin as of the Effective Date and shall continue until terminated as permitted herein. Either Party may terminate this Agreement without a requirement to state a cause upon at least thirty (30) days written notice.
2. **Scope of Services.**
 - 2.1 For the purposes of this Agreement, SANE Exams will be limited to the collection of forensic medical information.
 - 2.2 As needed, CFPD will request SANE Exams for the documentation and collection of forensic medical evidence at LHMC.
 - 2.3 The requesting CFPD officer or designee ordering the SANE Exam will be CFPD's authorization for the services to commence and to reimburse LHMC at the reimbursement rate set forth in Section 3 of this Agreement.
 - 2.4 Unless the patient has arranged for his/her own transportation, CFPD shall be responsible, at its sole expense, for transporting the victim to and from LHMC.
 - 2.5 Upon receipt of patient’s written consent to conduct the SANE Exam and release the SANE Exam information to CFPD, the LHMC SANE shall conduct the SANE Exam based on patient history, in accordance with LHMC's policies and procedures.
 - 2.6 The LHMC’s SANE shall maintain proper chain of custody throughout the examination process.
 - 2.7 The CFPD officer taking custody of the evidence shall sign the chain of custody form and any other forms that may require an official's signature.
 - 2.8 Upon completion of a SANE exam for an adult patient, LHMC shall make the Sexual Assault Evidence Collection Kit available to CFPD.
 - 2.9 Upon completion of a non-acute SANE exam for a pediatric patient, LHMC shall submit the forensic medical report to CFPD via LHMC’s encrypted server.
3. **Reimbursement.** Subject to the terms of this Agreement, CFPD shall pay LHMC Five Hundred U.S. Dollars U.S. Dollars (\$500.00 USD) for each SANE Exam provided by LHMC pursuant to this Agreement. Expenses for health care services not included in the SANE Exam protocol will be billed, as appropriate, directly to the Montana Department of Justice Office of Victims Services, the patient or other responsible third parties.

4. **Invoicing.** LHMC shall invoice CFPD for SANE Exam Services performed provided pursuant to this Agreement on a monthly basis. CFPD will remit all payments for services within thirty (30) days from CFPD's receipt of LHMC's invoice.
5. **Independent Contractor.** The Parties agree that LHMC, in its relationship with CFPD, is an independent contractor and not an employee, agent, representative, or partner of CFPD. LHMC can and does engage in the business of providing services to other parties independently of CFPD.
6. **Governing Law.** This Agreement and its construction and interpretation as to validity, performance and breach shall be construed under the laws of the State of Montana. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
7. **Confidentiality.** The Parties agree to maintain the confidentiality of all patient information in accordance with all applicable federal, state and local laws and regulations, including but not limited to: 45 CFR 205.50; 45 CFR Parts 160 and 164, *et seq.*
8. **Amendments.** The provisions of this Agreement may only be amended or waived by a written instrument executed by both Parties.
9. **Notices.** Any notices required or desired to be served by any Party upon the other shall be addressed to the respective Parties as set forth below or to such other addresses as from time to time may be designated by the respective Parties:

To LHMC:

Logan Health Medical Center
310 Sunnyview Lane
Kalispell, Montana 59901
Attn: Chief Legal Officer

To CFPD:

Columbia Falls Police Department
130 6th Street West
Columbia Falls, MT 59912
Attn: _____

The Parties hereto have executed this Agreement as of the Effective Date.

**Kalispell Regional Medical Center, Inc. d/b/a
Logan Health Medical Center ("LHMC"):**

William Gibson

Print Name

DocuSigned by:

William Gibson

Signature

Chief Legal Officer

Title

4/26/2022

Date Signed

**Columbia Falls Police Department
("CFPD"):**

Susan M. Nicosia

Print Name

DocuSigned by:

Susan M. Nicosia

Signature

City Manager

Title

4/27/2022

Date Signed



Jones Lang LaSalle Brokerage, Inc.
4200 Buckingham Rd., Suite 110
Fort Worth, Texas 76155
tel +1 817-230-2600, fax +1 817 306-8265

Item No.7.

April 23, 2022

City of Columbia Falls
Attention: Ms. Susan Nicosia
130 6th Street W
Columbia Falls, MT 59912

22W-13906

Dear Ms. Nicosia:

Attached please find a copy of the requested contract for execution by an official authorized to execute contract agreements on behalf of your company. You can pay your permit fee and insurance fee (if you plan in participating in BNSF Blanket Policy) online at <https://bnsf.railpermitting.com>

- Online payment in the amount of \$3,700.00 which covers the contract fee.

Please note the agreements cannot be executed by BNSF without an approved insurance certificate. If there are any issues with your insurance, you will be contacted by a member of the Risk Management team of BNSF Railway.

1. A Certificate of Insurance as required in the agreement.
2. A **separate policy** for Railroad Protective Liability Insurance as required in the agreement (**ORIGINAL POLICY MUST BE PROVIDED**). BNSF Railway Company will be the only insured party; OR;

In lieu of providing a separate policy for Railroad Protective Liability Insurance, you may participate in the BNSF's Railroad Protective Policy by checking the appropriate box in the contract and including an additional \$1,266.00.

Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the premises completes the safety orientation program at the website www.BNSFcontractor.com prior to entering upon the premises. The certification is good for one year, and each person entering the premises must possess the card certifying completion.

Acceptance and deposit of any check by BNSF does not constitute an agreement between BNSF and Licensee for the requested license. BNSF shall not be obligated to hold the check in a separate fund, but may commingle the funds with other funds of BNSF, and in no event shall BNSF be responsible for interest on said funds.

The enclosed permit is not a binding agreement and shall become binding only when, and if, it is executed by you and fully approved and executed by BNSF Railway Company. Upon completion on behalf of BNSF, one fully executed counterpart will be returned for your records.

The specifications/plans you provided may differ from BNSF's minimum specification requirements. Therefore, prior to your installation, please review the Exhibit A to determine the specifications necessary for your installation.

Please be informed that if contracts, fees, and insurance are not returned within sixty (60) days, the processing fee will increase to \$800.00.

Sincerely,

Melissa Woodruff
Permit Manager
Attachment

PIPELINE LICENSE

THIS PIPELINE LICENSE ("**License**") is made to be effective _____, 2022(the "**Effective Date**") by and between **BSNF RAILWAY COMPANY**, a Delaware corporation ("**Licensor**") and **CITY OF COLUMBIA FALLS**, ("**Licensee**").

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. Grant of License. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), one (1) pipeline, 11.65" inches in diameter inside a 23.5" inch steel casing (the "**Pipeline**"), across or along Licensor's rail corridor at or near the station of Columbia Falls, County of Flathead, State of MT, Line Segment 0388, Mile Post 1212.42 as shown on the attached Drawing No. 84622, dated April 18, 2022, attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Premises**").
2. Term. This License shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, subject to prior termination as hereinafter described.
3. Existing Improvements. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. Use of the Premises. Licensee shall use the Premises solely for construction, maintenance, and use of the Pipeline in accordance with the Drawings and Specifications. The Pipeline shall carry drinking water, and Licensee shall not use the Pipeline to carry any other material or use the Premises for any other purpose. Licensee is expressly prohibited from using or allowing any telecommunication facilities or equipment within the Premises, or using or allowing the use of the Premises for any other purpose.
5. Alterations. Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

6. License Fee. Licensee shall pay Licensor, prior to the Effective Date, a one-time payment (in lieu of recurring periodic fixed license fees) in the amount the sum of Three Thousand Seven Hundred and No/100 Dollars (\$3,700.00) as compensation for the use of the Premises.
7. Costs and Expenses.
 - 7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
 - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Pipeline, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred, inspection coordination, safety, mobilization and/or other observation services described in this License (collectively, the "**Services**"). Licensee shall bear the cost of the Services, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and

unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.

- 7.3 Licensors, at its sole discretion, may elect to designate a third party (the "**Scheduling Agent**"), to perform and/or arrange for the performance of the Services.
8. Payment Terms. All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensors within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

LICENSOR'S RESERVED RIGHTS

9. Reserved Rights of Use. Licensors excepts and reserves the right, to be exercised by Licensors and any other parties who may obtain written permission or authority from Licensors:
- 9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Pipeline) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;
 - 9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or
 - 9.3 to use the Premises in any manner as Licensors in its sole discretion deems appropriate, provided Licensors uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.
10. Right to Require Relocation. If at any time during the term of this License, Licensors desires the use of its rail corridor in such a manner as would, in Licensors's reasonable opinion, be interfered with by the Pipeline, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensors to such effect, make such changes in the Pipeline as in the sole discretion of Licensors may be necessary to avoid interference with the proposed use of Licensors's rail corridor, including, without limitation, the relocation of the Pipeline, or the construction of a new pipeline to replace the Pipeline. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensors in its sole discretion, to the Pipeline promptly upon Licensors's request.

LICENSEE'S OPERATIONS

11. Construction and Maintenance of the Pipeline.
- 11.1 Licensee shall not enter the Premises or commence construction unless accompanied by Licensors's representative, the Scheduling Agent or its designee. Licensee shall notify Licensors's Roadmaster, at leonard.rosenberry@bnsf.com, at least ten (10) business days prior to installation of the Pipeline and prior to entering the Premises for any subsequent maintenance thereon. In the event of emergency, Licensee shall notify Licensors of Licensee's entry onto the Premises at the telephone number above as soon as practicable and shall promptly thereafter follow up with written notice of such entry.
 - 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
 - 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensors's tracks to the other.

- 11.4 Any contractors or subcontractors performing work on the Pipeline or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.
- 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises, including without limitation all construction and maintenance of the Pipeline, in such a manner and of such materials as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 11.6 Licensee shall, at its sole cost and expense, construct and maintain the Pipeline in such a manner and of such material that the Pipeline will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Pipeline shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Pipeline or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in **Section 24** hereof.
- 11.7 Licensor may direct one or more of its field engineers or inspectors to observe or inspect the construction and/or maintenance of the Pipeline at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). Licensee shall reimburse Licensor for the cost of such observation or inspection related services pursuant to **Section 8**. If ordered at any time to halt construction or maintenance of the Pipeline by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Pipeline, it being solely Licensee's responsibility to ensure that the Pipeline is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.

12. Boring and Excavation.

- 12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall contact the applicable State's call-before-you-dig utility location service to have 3rd parties mark the location of utilities. Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided,

however, that in lieu of the foregoing hand-tool exploration, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the United States Infrastructure Corporation) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee shall request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline by contacting Licensor's Telecommunications Helpdesk, currently at 1-800-533-2891 (option 1, then option 7), at least ten (10) business days prior to installation of the Pipeline. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.

- 12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in Licensor's sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
- 12.3 No wells shall be installed without prior written approval from Licensor.
- 12.4 Any open hole, boring, or well constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
- 12.4.1 filled in to surrounding ground level with compacted bentonite grout; or
- 12.4.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

LIABILITY AND INSURANCE

13. Liability and Indemnification.

- 13.1 For purposes of this License: (a) "**Indemnitees**" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "**Liabilities**" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "**Licensee Parties**" means Licensee and Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.
- 13.2 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):**

- 13.2.1 **THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**
- 13.2.2 **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,**
- 13.2.3 **LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**
- 13.2.4 **THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR**
- 13.2.5 **ANY ACT OR OMISSION OF ANY LICENSEE PARTY.**
- 13.3 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES AND WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.**
- 13.4 **IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.**
- 13.5 **THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.**
- 13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.
14. Personal Property Risk of Loss. **ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR**

THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.

15. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the term of this License the following insurance coverage:

15.1 Commercial General Liability "CGL" Insurance.

- a. The policy will provide a minimum of \$5,000,000 per occurrence and an aggregate limit of at least \$10,000,000 but in no event will the coverage be in an amount less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:
 - Bodily Injury and Property Damage
 - Personal Injury and Advertising Injury
 - Fire legal liability
 - Products and completed operations
 - Contractual Liability for an "Insured Contract" consistent with the definition under the standard ISO general liability policy form.
- b. This policy will include the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
 - The definition of "Insured Contract" will be amended to remove any exclusion or other limitation for any work being done within 50 feet of Licensor's property;
 - Waiver of subrogation in favor of and acceptable to Licensor;
 - Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc. to include coverage for ongoing and completed operations;
 - Separation of insureds;
 - The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.
- c. The parties agree that the workers' compensation and employers' liability related exclusions in the CGL policy(s) are intended to apply to employees of the policyholder and will not apply to Licensor's employees.
- d. No other endorsements that limit coverage with respect to Licensee's obligations under this agreement may be included on the policy.

15.2 Business Automobile Insurance.

- a. The insurance will provide minimum coverage with a combined single limit of at least \$1,000,000 per accident, and include coverage for, but not limited to the following:
 - Bodily injury and property damage.
 - Any and all vehicles owned, used or hired.
- b. The policy will include the following endorsements or language, which will be indicated on or attached to the certificate of insurance:
 - Waiver of subrogation in favor of and acceptable to Licensor;
 - Additional insured endorsement in favor of and acceptable to Licensor;
 - Separation of insureds;
 - The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

15.3 Workers' Compensation and Employers' Liability Insurance.

- a. The policy will provide coverage of all employees performing any part of the installation or maintenance of the Pipeline including coverage for, but not limited to:
 - Licensee's statutory liability under the workers' compensation laws of the state(s) in which the work or services under this agreement are to be performed. The policy will cover all

of Licensee's employees, regardless of whether such coverage is optional under the law of that state(s).

- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

b. The policy will include contain the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.

15.4 Railroad Protective Liability Insurance. The policy will name only Licensor as the Insured and will provide coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. **THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy will be issued on a standard ISO form CG 00 35 12 04 and include the following:

- Endorsed to include the Pollution Exclusion Amendment.
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to Licensor and Licensee shall not perform any work or services of any kind under this agreement until Licensor has reviewed and approved the policy.
- The definition of "Physical Damage to Property" will be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control (including, but not limited to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbeds, catenaries, signals, tunnels, bridges and buildings) arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$1,266.00.

☐ Licensee may **elect** to participate in Licensor's Blanket Policy;

☐ Licensee **declines** to participate in Licensor's Blanket Policy.

15.5 Intentionally deleted.

15.6 Other Requirements:

15.6.1 Where allowable by law, no exclusion for punitive damages may be included in any policy.

15.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against Licensor for all claims and suits. Licensee further waives its right of recovery, and its insurers also waive their right of subrogation against Licensor for loss of Licensee's owned or leased property or property under Licensee's care, custody, or control.

15.6.3 Allocated Loss Expense, including but not limited to defense costs and expenses, will be in addition to all policy limits for coverage under the insurance requirements.

- 15.6.4 Licensee is not allowed to self-insure without the prior written consent of Licensors. If Licensors allows Licensee to self-insure, Licensee shall directly cover any self-insured retention or other financial responsibility for claims in lieu of insurance. Any and all Licensors liabilities that would otherwise be covered by Licensee's insurance in accordance with the provisions of this agreement, will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.
- 15.6.5 Prior to entering the Premises or commencing any work related to the installation or subsequent maintenance of the Pipeline, Licensee shall furnish to Licensors an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments.
- 15.6.6 Licensee shall notify BNSF in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration of any insurance requirement.
- 15.6.7 Any insurance policy shall be written by a reputable insurance company acceptable to Licensors or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- 15.6.8 If the coverage provided by any of the insurance policies required by this agreement is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this agreement.
- 15.6.9 Licensee agrees to provide evidence to Licensors that it has the required coverage in place at least annually or in the event of a renewal or material change of coverage
- 15.6.10 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), and that Licensee has instructed them to procure the insurance coverage required by this License.
- 15.6.11 Not more frequently than once every five years, Licensors may, at its discretion, reasonably modify the insurance requirements to reflect the then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- 15.6.12 If Licensee will subcontract any portion of the operation, Licensee shall require that the subcontractor provide and maintain insurance coverage(s) as set forth herein, naming Licensors as an additional insured. In addition, Licensee shall require that the subcontractor shall release, defend and indemnify Licensee to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensors under this agreement.
- 15.6.13 Failure to provide evidence as required by this section shall entitle, but not require, Licensors to terminate this License immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.
- 15.6.14 The fact that Licensee obtains insurance (including, without limitation, self-insurance) shall not release or diminish Licensee's liabilities or obligations including, without limitation, the liabilities and obligations under the indemnity provisions of the License. Damages recoverable by Licensors shall not be limited by the amount of the required insurance coverage.
- 15.6.15 In the event of a claim or lawsuit involving BNSF arising out of this Agreement, Licensee will make the policy covering such claims or lawsuits available to BNSF.
- 15.6.16 If Licensee maintains broader coverage and/or higher limits than the minimum requirements in this Agreement, BNSF requires and shall be entitled to the broader

coverage and/or the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to BNSF.

15.6.17 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work or services are performed under this License.

15.6.18 For purposes of this **Section 15**, Licensors shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

16. Compliance with Laws, Rules, and Regulations.

- 16.1 Licensee shall observe and comply with any and all applicable federal, state, local, and tribal laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.
- 16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensors applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.BNSFcontractor.com" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew (and ensure that its contractors, agents or invitees, as applicable, renew) the Safety Orientation annually.
- 16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.
- 16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.
- 16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

17. Environmental.

- 17.1 Licensee shall strictly comply with Environmental Laws (as defined below). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as

defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or Hazardous Materials (as defined below) on or about the Premises.

- 17.2 Except as specifically set forth in Section 4 of this License, Licensee covenants that it will not handle or transport Hazardous Materials through the Pipeline or on Licensors property. Upon request by Licensor, Licensee agrees to furnish Licensor with proof, satisfactory to Licensor, that Licensee is in compliance with the provisions of this **Section 17.2**.
- 17.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of Hazardous Materials on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use its best efforts to immediately respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor prompt notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 17.4 If Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- 17.5 Licensee shall immediately report to Licensor's Resource Operations Center at (800) 832-5452 any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.
- 17.6 During the term of this License, Licensor may, at Licensor's option, require Licensee to conduct an environmental audit, including but not limited to sampling, of the Premises through an environmental consulting engineer acceptable to Licensor, at Licensee's sole cost and expense, to determine if any noncompliance or environmental damage to the Premises has occurred during occupancy thereof by Licensee. The audit shall be conducted to Licensor's satisfaction and a copy of the audit report shall promptly be provided to Licensor for its review. Licensee shall pay all expenses for any remedial or corrective action that may be required as a result of said audit to correct any noncompliance or environmental damage, and Licensee shall diligently pursue and complete all necessary work prior to termination of this License. Licensee's obligations under this Section 17.6 shall survive termination of this License.
- 17.7 Notwithstanding anything in this Section 17, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine Licensee's compliance with Environmental Laws, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is compliant. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 17.8 "**Environmental Law(s)**" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et

seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

- 17.9 **"Hazardous Material(s)"** shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals", "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

DISCLAIMER OF WARRANTIES

18. **No Warranties.**

18.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

18.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE PIPELINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**

19. **Disclaimer of Warranty for Quiet Enjoyment. LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**

20. **Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damages or costs Licensee sustains in connection with the eviction.**

LIENS AND TAXES

21. **Liens and Charges. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on the Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by law to prevent the attachment of any such liens to the Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.**

22. Taxes. Licensee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed by any governmental or quasi-governmental body upon the Pipeline or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "**Improvements**") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

DEFAULT, TERMINATION, AND SURRENDER

23. Default and Termination. In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:

- 23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in **Section 15**.
- 23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of Hazardous Materials, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee.
- 23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedies set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.
- 23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.

24. Surrender of the Premises.

- 24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:
- 24.1.1 if so directed by Licensor in writing, remove the Improvements, the Pipeline and all appurtenances thereto, or, at the sole discretion of Licensor, fill and cap or otherwise appropriately decommission the Pipeline with a method satisfactory to Licensor;
- 24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;
- 24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and
- 24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date, or as otherwise agreed to by Licensor.
- 24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to

Licensor or if Licensee fails to complete its obligations under **Section 24.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.

- 24.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licensor may, at its election, either: (i) remove the Pipeline and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensor for cost incurred, (ii) upon written notice to Licensee, take and hold the Pipeline and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licensor has consented to the Pipeline and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licensor, provide a bill of sale in a form acceptable to Licensor conveying the Pipeline and the other Improvements to Licensor for no additional consideration.

MISCELLANEOUS

25. Successors and Assigns. All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensor and Licensee to the same extent as if each such successor and assign was named a party to this License.
26. Assignment.
- 26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensor, which consent may not be unreasonably withheld or delayed by Licensor. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licensor in its sole and absolute discretion.
- 26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.
- 26.3 Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of **Section 15** above concerning insurance requirements. In

addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensors for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment. The provisions of this **Section 26.3** shall survive the expiration or earlier termination of this License.

26.4 Licensors shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this License, and upon any such transfer or assignment, Licensors shall be released from any further obligations hereunder, and Licensee agrees to look solely to the successor in interest of Licensors for the performance of such obligations.

27. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensors: Jones Lang LaSalle Brokerage, Inc.
4200 Buckingham Road, Suite 110
Fort Worth, TX 76155
Attn: Permits/Licenses

with a copy to: BNSF Railway Company
2650 Lou Menk Dr.
Fort Worth, TX 76131
Attn: Senior Manager Real Estate

If to Licensee: City of Columbia Falls
130 6th Street W
Columbia Falls, MT 59912

28. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Pipeline and the other Improvements are removed and the Restoration Obligations are completed in accordance with the terms hereof.

29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.

30. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.

31. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.

32. Integration. This License is the full and complete agreement between Licensors and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensors harmless in any prior written agreement between the parties.

33. Joint and Several Liability. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
34. Waiver. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.
35. Interpretation.
- 35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.
- 35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.
36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged electronically and any electronic version of any party's signature shall be deemed to be an original signature for all purposes.
37. Licensor's Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

END OF PAGE – SIGNATURE PAGE FOLLOWS

This License has been duly executed by the parties hereto as of the Effective Date.

LICENSOR:

BNSF Railway Company, a Delaware corporation

By: Jones Lang LaSalle Brokerage, Inc.
4200 Buckingham Road, Suite 110
Fort Worth, TX 76155

By: _____
By: Shane Krueger
Title: Vice President

LICENSEE:

City of Columbia Falls,

DocuSigned by:

Susan Nicosia

By: _____
9C4BC3D347D5459...

By: Susan Nicosia

Title:

City Manager

EXHIBIT "A"

SCALE: 1 IN = 250 FT
MONTANA DIV.
KALISPELL SUBDIV.
 L.S. 0388 MP: 1212.42
 DATE: 4/18/2022

SECTION: 7
TOWNSHIP & RANGE: 30N 20W
MERIDIAN: PRM

MAP REF. r5



DESCRIPTION OF PIPELINE
PIPELINE SHOWN BOLD

	CARRIER PIPE	CASING PIPE		CARRIER PIPE	CASING PIPE
SIZE:	<u>11.65"</u>	<u>23.5"</u>	LENGTH ON R/W:	<u>135'</u>	<u>135'</u>
CONTENTS:	<u>DRINKING WATER</u>		WORKING PRESSURE:	<u>94 PSI</u>	
PIPE MATERIAL:	<u>PVC</u>	<u>STEEL</u>	BURY: BASE/RAIL TO TOP OF CASING		<u>8.8'</u>
SPECIFICATIONS / GRADE:	<u>AWWA C900, DR18</u>	<u>ASTM A1097</u>	BURY: NATURAL GROUND		<u>9'</u>
WALL THICKNESS:	<u>0.733"</u>	<u>0.5"</u>	BURY: ROADWAY DITCHES		<u>9'</u>
COATING:	<u>-</u>	<u>-</u>	CATHODIC PROTECTION		YES

VENTS: NUMBER 0 SIZE - HEIGHT OF VENT ABOVE GROUND -
NOTE: CASING TO BE JACKED OR DRY BORED ONLY

COLUMBIA FALLS
COUNTY OF FLATHEAD

STATE OF MT

NRH



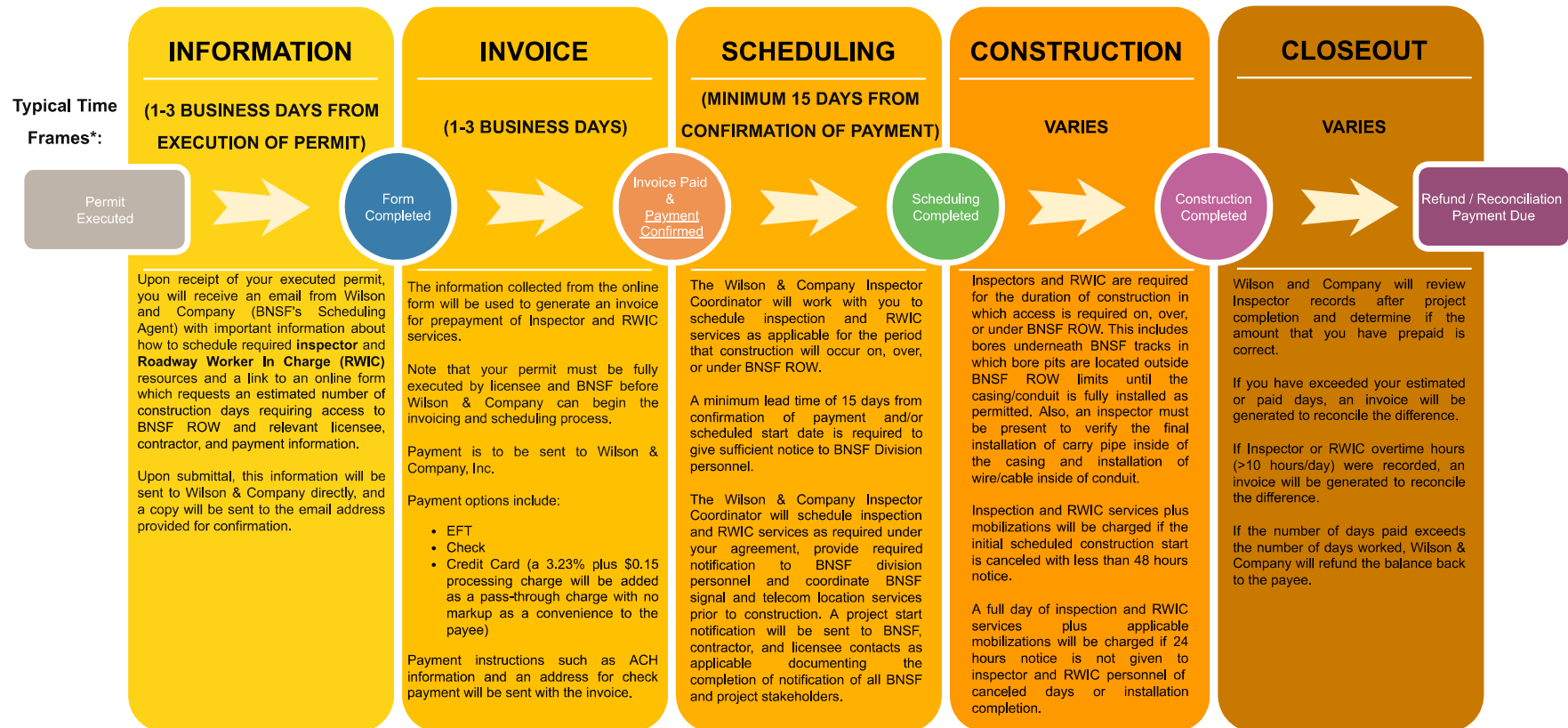
Fee Structure (effective 1/1/2021)

	Per Day up to 10 Hours	Per hour over 10	Mobilizations	Additional Mobilizations
Inspector	\$1,350	\$135	\$350	\$350
RWIC*	\$1,350	\$135	\$0	\$350

* - BNSF may provide BNSF personnel to serve as RWIC, to be invoiced separately by BNSF after completion of the project. In the event that you have paid for a RWIC with Wilson & Company but BNSF requires the use of BNSF personnel, you will be refunded any remaining balance with Wilson & Company after completion of the project.

BNSF Utility Inspector Coordinator Process

What to expect after your permit for utility installation is executed



■ Typical time frames are estimates only and are provided strictly for informational purposes. No guarantees of minimum or maximum times are expressed or implied.

■ Note that projects on BNSF California, Northwest and Montana divisions will require a BNSF-provided flagger. Wilson & Company will provide the coordination to provide flagging on these divisions, but note that BNSF will invoice separately for flagging services after the project is complete.

A positive balance of pre-paid inspection and/or RWIC days are required throughout the entire duration of the project to maintain continuation of services. If all prepaid days have been used, construction will be stopped and cancellation charges will be assessed accordingly. **It is the licensee's responsibility to ensure that a sufficient number of days to complete construction have been fully funded.**

rev Wed Mar 02 2022 10:44:13

\$675,000
Water System Revenue Bond
(DNRC Drinking Water State Revolving Loan Program)
Series 2020 Bond
City of Columbia Falls, Montana

CERTIFICATE OF COMPLETION

We, Donald W. Barnhart and Barb Staaland, hereby certify that we are on the date hereof the duly qualified and acting Mayor, and City Clerk, respectively, of the City of Columbia Falls, Montana (the “City”), and that:

1. Pursuant to Resolution No. 1829, duly adopted by the City Council of the Borrower on September 8, 2020 entitled “Resolution Relating to \$675,000 Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program Series 2020; Authorizing the Issuance and Fixing the Terms and Conditions Thereof ” (the “Resolution”),” the Borrower issued its Water System Revenue Bond (DNRC Drinking Water State Revolving Fund Program), Series 2020 of the Borrower, dated, as originally issued, as of October 14, 2020, in the maximum aggregate principal amount of \$675,000. The Borrower has reviewed the Resolution, including, without limitation, Articles II and III thereof, and the definitions relating thereto. Capitalized terms used herein without definition shall have the meanings given them in the Resolution.

2. The Series 2020 Bond was issued to finance the costs of construction and installation of various improvements to the System, generally described as the Series 2020 Project in the Resolution. Construction of the 2020 Project has complied with all federal and state standards, including, without limitation, EPA regulations and standards. The 2020 Project was completed and placed in service on January 27, 2021.

Attached as Exhibit A to this Certificate is a certificate of an engineer stating that the Project has been completed substantially in accordance with the plans and specifications now in effect, which conform to those on file with the DEQ and substantially in compliance with all federal and state standards applicable. The City has accepted the Project and we are authorized to make a certification to that effect.

3. All costs of the 2020 Project have been paid and the City hereby waives its right to any remaining Committed Amount not advanced or to be advanced upon delivery hereof and specifically confirms and agrees that no Reserve Amounts are needed and that any unadvanced Committed Amount is released.

4. The City has spent the following amounts from proceeds of the Bonds in connection with the Project:

Construction	<u>\$ 675,000</u>
Total	\$ 675,000

5. The Trustee has delivered to the City a copy of Schedule B which will be attached to the 2020 Bond, which reflects the amortization of all advances made or to be made on the date hereof of proceeds of the Bonds (i.e., \$675,000) (the sum of the amounts of the Bond applied to pay costs of the Project or cost of issuance of the Bond or deposited in the Reserve Account as described in paragraph 4 hereof) as required under Section 11(g) of the Indenture, which is attached hereto as Schedule B. The City hereby acknowledges and agrees that said Schedule B has been calculated in accordance with the provisions of the Resolution and the Indenture, and that the 2020 Bond, with said Schedule B attached thereto has been duly issued pursuant to the Resolution and is a valid and binding obligation of the City in accordance with its terms and the terms of the Resolution. The City commenced the semiannual payment on the 2020 Bond on January 1, 2021, in accordance with the Schedule B, as originally attached to the 2020 Bond at closing on October 14, 2020, and payments thereon will continue on each July 1, and January 1, thereafter until paid in accordance with the Schedule B attached hereto.

6. Pursuant to the Resolution, the City has established a Reserve Account in the Fund (the "Reserve Account"), to secure its parity water system revenue bonds and which currently secures the Bonds. Under the terms of the Resolution, the amount required to be on hand in the Reserve Account is equal to the maximum amount of principal and interest payable on the 2020 Bond in any future fiscal year (the "Reserve Requirement"). The Reserve Requirement on the Bond, based on the amortization of the Bond in accordance with Schedule B thereto, is \$21,863. The amount on deposit therein on the date hereof, \$21,863 is not less than the Reserve Requirement.

7. The representations of the City contained in Section 3 of the Commitment Agreement, dated as of August 5, 2020, between the City and the DNRC, and in Sections 2.1, 3.1 and 3.3 of the Resolution are true and complete as of the date hereof as if made on this date, except to the extent that the City has specifically advised the DEQ and the DNRC otherwise in writing.

8. No default in any covenant or agreement on the part of the City contained in the Resolution has occurred and is continuing.

WITNESS our hands and the seal of the City as of this ____ day of _____, 2022.

CITY OF COLUMBIA FALLS,
MONTANA

By _____
Mayor

(SEAL)

And _____



130 6th Street West
Columbia Falls, MT 59912
Phone: (406) 892-4391
Fax: (406) 892-4413

April 27, 2022

Shawn Bates
1247 16th Ave W.
Columbia Falls, MT 59912

Dear Mr. Bates;

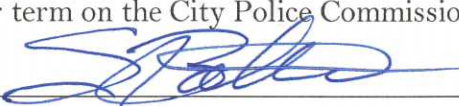
Your position as City Police Commissioner expires on 05/31/2022. I am writing to ask if you wish to continue your service as Police Commissioner for another three year term, through 05/31/2025.

Please let me know if you wish to continue your service. I may be reached by email at staalandb@cityofcolumbiafalls.com, telephone 406-892-4388 or you may return this letter indicating your wishes.

Sincerely,

Barb Staaland
City Clerk

I, Shawn Bates X wish do not wish to continue my service for another three year term on the City Police Commission.


Signature

4/27/22
Date

CITY OF COLUMBIA FALLS
NOTICE OF PUBLIC HEARINGS

Item No.10.

The Columbia Falls City-County Planning Board will hold a public hearing for the following item at their regular meeting on Tuesday, April 12, 2022 at 6:30 p.m. at the Council Chambers of City Hall, 130 6th Street West, Columbia Falls, Montana. The Columbia Falls City Council will hold a subsequent hearing on Monday May 2, 2022 starting at 7:00 p.m. in the same location.

Request to Amend a Planned Unit Development in the Columbia Falls Zoning Jurisdiction:

Ruis Holdings 540 Nucleus Ave LLC is requesting an Amendment to their Planned Unit Development overlay for the property located at 540 Nucleus Avenue which was the former Bank of Columbia Falls site. The owner is amending the design of the south building to allow a height of 40-feet to the top of parapet and also allow a casino in the proposed restaurant on the main floor. Otherwise, the building meets all use and dimensional requirements. The property is described as Lots 11-15 and also all that portion of the east half of the vacated alleyway lying adjacent to the west boundary line of said Lots 11-15 inclusive of Block 37 and Lot 10A of the Amended Plat of Lots 1-3 & Lots 6-10 of Block 37 according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Request for an Amendment to Conditional Use Permit to Construct 36 Apartment Units in the Columbia Falls Zoning Jurisdiction:

The applicant, Toby Gilchrist, is requesting an amendment to an approved Conditional Use Permit that allows the construction of 36 apartment units in two buildings, eighteen units in each building. The proposed amendment would allow the north building to allow owners of the units to offer short term rentals of the units. The south building would remain exclusively long-term rental (30-days or more). None of the other elements of the project change with the request of this amendment and this amendment only deals with the length of stay for the north building. The property is located approximately ¼ mile north of Highway 2 at 302 Meadow Lake Blvd. The property is described as Assessors' Tracts 2BDEA and 2BDAEA of Section 7, Township 30 North, Range 20 West, P.M.M., Flathead County.

Interested persons are allowed to attend the hearing(s) in person or via ZOOM. Persons are encouraged to submit written comments prior to the meeting. Written comments carry the same weight as public testimony given during the hearing. Written comments may be sent to Columbia Falls City Hall, Attention: Barb Staaland, City Clerk, 130 6th Street West, Room A, Columbia Falls, MT 59912 or via email: staalandb@cityofcolumbiafalls.com. For more information on the amended Planned Unit Development or Conditional Use Permit, please call Eric Mulcahy, Columbia Falls City Planner at 755-6481. To obtain the ZOOM meeting registration, contact City Clerk Barb Staaland via email or by calling (406) 892-4391 no later than 6:00 p.m. the day of the meeting.

DATED this 18th day of March, 2022

Susan Nicosia

Susan Nicosia, City Manager/Planning & Zoning Administrator
COLUMBIA FALLS CITY-COUNTY PLANNING BOARD

Publish: Daily Interlake Sunday March 27th, 2022

ZONE CHANGE REQUEST
COLUMBIA FALLS AREA ZONING JURISDICTION
RUIS HOLDINGS 540 NUCLEUS AVE LLC - PLANNED UNIT DEVELOPMENT AMENDMENT
CITY OF COLUMBIA FALLS STAFF REPORT # CPUD-22-02
March 30, 2022

A report to the Columbia Falls City County Planning Board regarding a request for an Amendment to the Planned Unit Development overlay (PUD) on 540 Nucleus Avenue property.

BACKGROUND INFORMATION

A. PETITIONERS

Ruis Holdings 540 Nucleus Ave LLC
P.O. Box 1928
Columbia Falls, MT 59912

B. PETITIONER'S TECHNICAL ASSISTANCE

James Cummins
Jackola Engineering & Architecture
2250 Hwy 93 South
Kalispell, MT 59901
(406) 755-3208

C. LOCATION/DESCRIPTION

The property is located at 540 Nucleus Avenue in Columbia Falls and was the site of the original Bank of Columbia Falls. After the bank ceased to operate at this location, the building became office space for numerous businesses and offices; it was used by First Best Place, and most recently a gym. The property is described as Lots 11-15 and also all that portion of the east half of the vacated alleyway lying adjacent to the west boundary line of said Lots 11-15 inclusive of Block 37 and Lot 10A of the Amended Plat of Lots 1-3 & Lots 6-10 of Block 37 according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

D. REQUEST

The applicant is requesting to amend the approved PUD for the same property. The previously approved PUD's approved a mixed use buildings (commercial and residential) on the north half of the property with some residential on the first floor. In addition, the PUD allowed the building to extend up to 37+ feet and the elevator shaft to extend up to 44.5 feet.

The first amendment to the PUD essentially converted underground parking to surface parking and was going with a major remodel of the bank building rather than new construction.

This second PUD amendment removes the old bank building altogether and replaces it with uses permitted in the CB-4 zoning classification, ground floor restaurant with patio seating and second and third floor residential. The proposed PUD requests the following, a height deviation of up to 40 feet for the south building along with approval of a casino for the ground floor restaurant. Casino's in the CB-4 typically require a Conditional Use Permit (CUP) but the PUD offers the same hearing and community participation as a CUP.

Note: The PUD standards require that the City Council determine that a parcel has a unique character in order to approval a PUD of less than two acres.



Columbia Falls Bank Building which has been removed

Zoning Deviations requested with the PUD:

Height – The CB-4 zoning district has a maximum height requirement of 35-feet (Chapter 18.338.040.E). The requested deviation would allow the building to be 40 feet for the main roof line and 50-feet for the stair tower providing roof access for the fire department. This is the same deviation approved in the original PUD.

Casino Approval for the proposed restaurant – The CB-4 zoning requires a CUP for Casinos (18.338.030(2)). Casinos are accessory to a liquor license in Montana. The State allows up to 20 gaming machines with a liquor license. State law allows local governments to regulate where casinos are allowed and require a review such as the CUP process. The PUD process is identical to the CUP process as far as public hearing and due process.

These deviations will be discussed further in this report.

The PUD overlay¹ is intended as a flexible tool that can be applied to an existing zone in order to encourage a more efficient use of land and public services by allowing, under certain circumstances, a more flexible means of land development than is otherwise generally allowed by the underlying zone. In order for a tract to be eligible

¹ PUD district is defined in Title 18 as: “A district to encourage a more efficient use of land and public services by allowing, under certain circumstances, a more flexible means of land development than is otherwise generally permissible under lot-by-lot restrictions.”

for a PUD designation the property has to be two acres in size or the City Council to recognize the circumstances and approve the smaller PUD size. Downtown PUD's and/or properties rarely exceed two acres in size because a city block is less than two acres. As a result a size deviation is needed to make them work. The PUD overlay allows deviations from the underlying standards of the zone (height, setback, density, parking, etc.) when it can be shown by the applicant that negative impacts have been addressed and the resulting design is equal to or superior to what would have been allowed under the existing zone.

E. REASON FOR REQUEST

The proposed PUD complies with the basic land use category of the underlying zoning classification (CB-4) which has no minimum lot area, no minimum lot width, no setbacks from neighboring commercial, no maximum lot coverage, and no minimum parking requirements.

To get three stories of development and get traditional main floor ceiling heights, nine foot ceiling in the residential units, and attractive architectural elements, the applicant is requesting the additional height for the building.

The applicants are proposing a 5,660 square foot restaurant with a liquor license and as the liquor license would allow up to 20-gamining machines, the applicant is requesting approval of a casino with this PUD application. The Casino will occupy 541 square feet of the restaurant and allow up to 20 gaming machines.

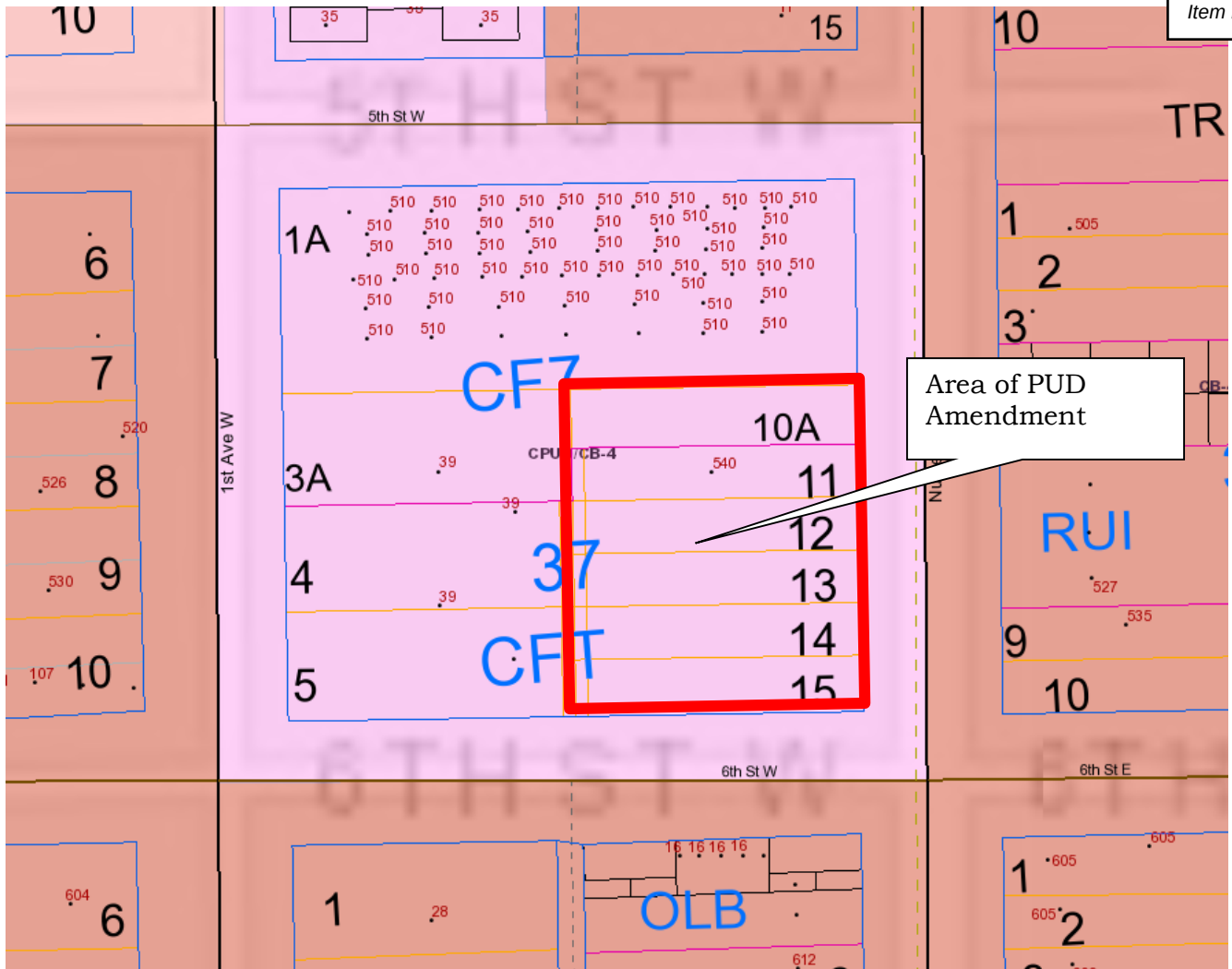
The applicant is also proposing a total of twelve residential apartments on the second and third floor of the proposed building. Residential use above the first floor is a permitted use in the CB-4 zoning district. Although not required the applicant is proposing 19 parking spaces for the apartment with an allocation of one space per one bedroom apartment and two spaces per two bedroom apartment. The previously approved PUD creates 62 parking spaces just west of the proposed building. Of the 62 spaces, 27 spaces are allocated for commercial use within the Block 37 project which includes the restaurant, casino, and the retail/commercial space proposed in the previous PUD.

F. EXISTING LAND USE

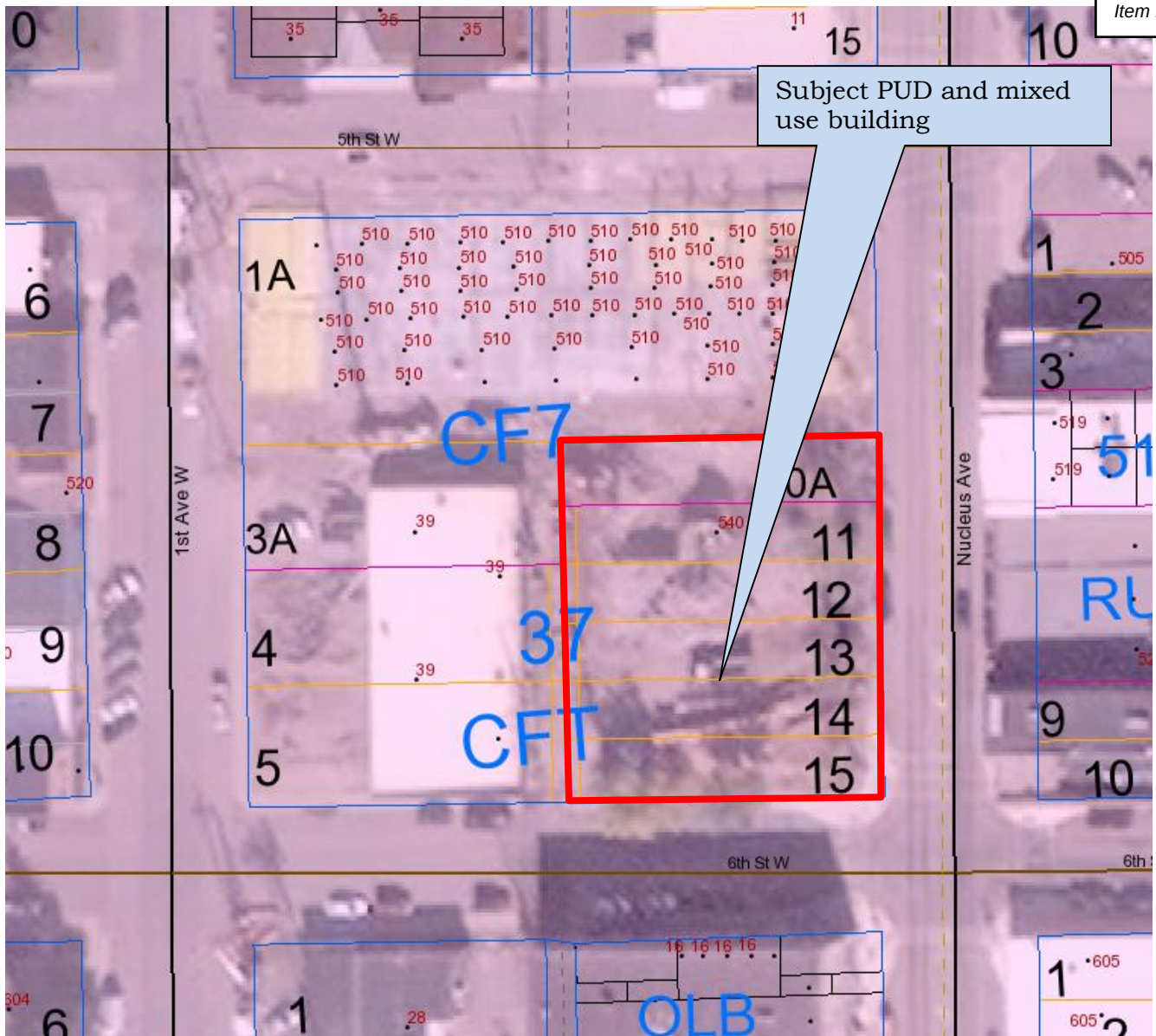
The old bank building was recently removed and the site of the proposed building is currently vacant.

G. ADJACENT ZONING AND LAND USE:

North	CB-4(PUD)	Multi Family Condominium/Masons Lodge
South	CB-4	Commercial/ Residential
East	CB-4	Commercial/Restaurant
West	CR-4	Office/Commercial



Source – Flathead County GIS



Source: Flathead County GIS

H. GROWTH POLICY DESIGNATION

The Growth Policy map shows the property is within the Commercial designation.

I. UTILITIES/SERVICES

The property is located inside the City limits of Columbia Falls.

<u>Water</u>	Columbia Falls Municipal Water
<u>Sewer</u>	Columbia Falls Municipal Sewer
<u>Fire Protection</u>	Columbia Falls City Fire Department
<u>Police Protection/</u>	Columbia Falls City Police
<u>Electricity</u>	Flathead Electric

J. LOT SIZE DETAILS

The site is made up of the southeast corner of Block 37 of the original Columbia Falls Townsite. The site is 20,035 square feet in or approximately 0.45 acres. The CB-4 zoning district does not have a minimum lot size, maximum lot coverage, minimum

parking requirement and typically does not have setback requirements except abutting residential zoned properties. As the property is in the downtown where buildings are intended to be built to the lot line, there is usually just a minimal amount of landscaping required except when parking is proposed.

EVALUATION BASED ON STATUTORY CRITERIA

As the proposed building exceeds 10,000 square feet of floor area, this request is reviewed pursuant to the criteria set forth in Section 76-2-304, M.C.A.; and as stated by the Montana Supreme Court; Chapters 18.348, Planned Unit Development Standards, and Chapter 18.428, Large Building Standards of the Columbia Falls Area Zoning Ordinance. The following findings are made:

1. Conformity to the Large Building Criteria as required in Columbia Falls Zoning Ordinance Section 18.428.

1. Facades and Exterior Walls:

- A. The proposed south building is greater than 60-feet in length and the applicants have incorporated numerous recess and projections along the façade of the building on all four sides to comply with these standards.
- B. All four sides of the building have windows and architectural elements, sidewalk canopies, patio seating for the restaurant, and textural changes in siding materials.
- C. The proposed building uses a combination of board and battens siding, shake siding and brick. The varied roof structures (Flat, Shed and hipped) provide architectural interest and break up the building facades.

2. Roofs and Parapets:

- A. The applicant chose a traditional, "Small Town Commercial" architectural style with flat roofs and parapets typical of small town commercial buildings.
- B. The parapets appear to meet the minimum standards and the parapets show a three dimensional cornice treatment. These will be reviewed in more detail at the time of building permit.
- C. The cornices have a three dimensional treatment.
- D. The applicant proposes flat roofs with cornices.
- E. The applicant is not proposing sloped roofs.
- F. The applicant is requesting a deviation from the CB-4 height standards of 35-feet. The applicant is requesting the maximum height of the buildings be 40 feet for the main roof and a stair well access for fire department roof access extending to 50-feet. Typically Stair well access and elevator shafts are exempt from height requirements. The project went through the Columbia Falls Site Review process with the City departments and Fire Chief Karl Weeks reviewed the height deviation from a health and safety standpoint. The multi-family building will be fully sprinkled as required by the IBC and the City's new ladder truck will provide access to the roof. In addition the applicant is providing roof access. Staff is recommending approval of the height deviation.

3. Entrance:

The building has a main entrance for the restaurant on 6th Avenue West. The main entrance to the apartments is from the west towards the parking lot. A secondary access to the main floor is on Nucleus. The entrances appear to meet the large building standards.

4. *Materials and Color:*

- A. The proposed plan set shows a mix of exterior siding materials and colors.
- B. The applicant has suggested that the owner plans to use as much local labor and material as possible.
- C. Final color selections and materials will be reviewed by staff at the time of Building permit.

5. *Landscaping:*

- A. The site is in the urban downtown and made up of traditional city lots. Per code section 18.428.020, we may recognize that not all areas of the City fit all elements of the design requirements. In the instance of landscaping and open space, the Columbia Falls Downtown is an area with zero lot line setbacks and on-street parking so that the buildings embrace the pedestrian. Most likely there will be some landscaping around the patio and possibly at the parking lot area. A detailed landscaping plan will need to be submitted with the building plan so that it can be approved as meeting the zoning regulations.



- B. The final landscape plan will ensure an appropriate amount of landscaping is devoted to a downtown redevelopment project.
- C. The proposed building is in the downtown commercial district with a zoning code that encourages buildings to the lot line. The traditional downtown development encouraged by the code and growth policy does not provide for large expanses of green space or preservation of native vegetation. The downtown is the heart of the urban area and the area that we promote the highest densities and intensities to create a vibrant commercial area.
- D. The regulations require that large buildings on sites of less than 30 acres provide a 10-foot landscape buffer around the perimeter of the site. The intent of this standard is to provide some buffering and mitigate some of the shadowing effect on adjacent uses. This contradicts the intent of the downtown business district which wants structures to be up to the sidewalk to encourage pedestrian movement along the street. The proposed setback complies with the CB-4 zoning designation and larger setbacks would not be appropriate. However, the restaurant patio area will create interest and activate pedestrian movement.

- E. The applicant is proposing 19 additional parking spaces with the proposed application. The 62 parking spaces in the main lot were approved in the previous PUD amendment.

The applicant may have to rebuild some of the sidewalk should it be destroyed during the construction of the new building. The entrance to the building connects to the sidewalks on the west, south and east sides of the building. A pedestrian alleyway provides pedestrian movement from the parking areas to the north and south buildings as well as Nucleus Avenue.

The applicant does not propose any parking isles greater than 30 spaces in length as required by code.

The parking lot does not exceed 120 spaces so it does not require segmenting into smaller lots.

No traffic calming (such as speed bumps or round-about) is proposed. The driving isle is only 132 feet long.

Grocery or box type stores are not proposed within the project so cart corrals are not proposed within the parking lot.

6. *Snow Storage.*

The applicant provided a site plan that lacks snow storage areas. The drainage plan will be reviewed by public works and a snow storage plan will be reviewed at that time.

7. *Lighting*

- A. At this point in time we do not have a sign package or lighting information for the building use which is typical for projects at this stage. Not many developers would go to the expense to design all of the building details when they don't know if they have approval to construct the building. The City of Columbia Falls requires all applicants to fill out a sign application and receive a sign permit from the City prior to erecting any signage. The City staff will review the sign permit application for compliance with the standards of the Columbia Falls Zoning Regulations prior to issuing a sign permit.
- B. The lighting package will be reviewed with the building plans for compliance with full shields and/or opaque shields for direct lights to walks, entrances and parking areas.
- C. The maximum height of the parking lot lights will be 18 feet.

8. *Pedestrian Circulation*

- A. There is a wide public sidewalk on the Nucleus Avenue and Sixth Street West frontages. The applicant is proposing sidewalk along the north side of the north building which links First Avenue with Nucleus Avenue and along the parking on the west side.
- B. The main entrance to the restaurant/casino is on the Sixth Street W frontage and the main entrance for the apartments is on the west side along the parking lots.
- C. As this is a downtown project, the public sidewalks provide the pedestrian access to the building and as the CB-4 zoning district has a zero lot line setback when abutting other commercial property a vegetated boulevard is not required.
- D. The existing/proposed surface parking lot provides access to the sidewalks on 1st Avenue and Sixth Street as well as the walkway connecting 1st Avenue to Nucleus.

- E. There are no bicycle lanes proposed with the project although the applicant states that they will be installing bike racks.
- F. A trash receptacle for the public as well as bike racks will need to be a condition of approval.

9. *Community Space*

- A. As this project is in the downtown business district and fronted by two public sidewalks additional public pedestrian amenities are not applicable to this site.

10. *Trash and receiving*

- A. The applicant's site plat is showing two trash enclosures in the parking lot area. The applicant will construct a site obscuring fence with gates around the dumpster site as indicated on the site plan. The applicant shall include plans for the refuse enclosure with the building plans.
- B. The developer is not proposing a loading dock.
- C. No outdoor storage is proposed.

2. **Does the requested zone comply with the Growth Policy?**

The mixed use building with commercial use on the ground floor along Nucleus Avenue and residential use on the 2nd and third floors promotes the growth policy by providing a residential component to the downtown. These proposed long term residents can walk to shops and services which in turn promotes a vibrant downtown area. The proposal is in compliance with the Columbia Falls Growth Policy. If the governing body approves the PUD amendments for the height and casino use the project will also be in compliance with zoning.

The Columbia Falls Growth Policy provides the following:

Chapter 2 – Growth Management

- Policy 6 Encourage infill development where full public services are available.
- Policy 10 Design and locate development to protect public health and safety; insure adequate provision of service; fit the character of its surroundings; and encourage the most appropriate use of the land. Community character shall represent the following values identified by the community in the public input process: scenic, small town ambience, outdoor lifestyle, western town, historic/cultural assets, national park gateway, wildlife, walkable community, winter sports.

Chapter 3 Land Use – Residential

- Goal 1 An adequate supply and mix of housing options (in terms of cost, location, type and design) to meet the needs of present and future residents.
- Policy 4.b Small high density residential districts are encouraged to be dispersed throughout the urban area. These districts should be located predominately near schools, buffering retail and business areas and adjacent to major streets.
- Policy 4.g High density areas should be fully served by urban infrastructure and service. This includes paved streets, curbs, sidewalks abutting residential lots, boulevards, and public sewer and water.

Chapter 4 Land Use – Commercial

- Policy 1.b. Utilize Planned Unit Developments as a tool to ensure that commercial areas provide appropriate buffers to adjacent residential areas and that all planned uses are compatible.

Central Business District:

- Policy 2a Work to promote redevelopment, revitalization of commercial buildings in the downtown core.
- Policy 2d Reinforce and take advantage of downtowns strengths, including its higher concentration of people, investment in buildings and infrastructure, intricate mix of land use, historic and architectural character, pedestrian orientation, and visitor attraction.
- Recognize that there are special parking considerations downtown which differ from other areas, encourage innovative parking management, effective regulation of on-street parking, shared parking provisions, parking standards that encourage reuse of upper floors, and provisions of public parking lots and structures.
- Support mixed use projects in this area which blend traditional commercial with office and residential housing opportunities.

Chapter 7 Urban Design/Historic and Cultural Facilities

- Policy 3 Continue to encourage the design of new commercial and multi-family developments to incorporate pedestrian access, well designed and landscaped off-street parking, integrated signage and the screening of storage areas and refuse collections areas.

The proposed PUD is being reviewed under the City's "Large Building" standards which were adopted right before the 2008 economic downturn. The Large Building standards incorporate many of the goals and policies of the Growth Policy as outlined above. The City has been looking to increase the residential presence in the commercial district as a way to boost growth in downtown area and support restaurants and retail services.

3. Is the requested zone designed to lessen congestion in the streets?

The parcel is located in the downtown business district where high concentrations of people and traffic are anticipated. Having a mixed use building with residential use within walking distance of grocery, restaurant, office, and dental businesses will reduce automobile congestion while potentially increasing the use of downtown businesses. The casino is considered accessory to the bar and restaurant as they are only allowed with a liquor license. Although some people will come to this location solely for the gaming, most come for the food and drink and use the gaming as entertainment in which case there is not much increase in traffic.

4. Will the requested zone secure safety from fire, panic, and other dangers?

The project was reviewed by the Columbia Falls Fire Chief and he is satisfied with the basic site plan. Items such as the required sprinkling and hose connections (FDC) will be reviewed at the time of building plan review. The property has good access to the City streets. As stated previously, the Fire Chief will recommend roof access be provided to the new building.

Although not required the Fire Chief would highly recommend Knox Boxes incorporated into the buildings at the FDC locations. The applicant has indicated in the application that they will provide Knox Boxes.

5. Will the requested change promote the health and general welfare?

The site is located well outside of any floodplains, wildland urban interface or other hazards. The subject property is zoned CB-4 which anticipates dense development and the project will connect to municipal sewer and water services.

6. Will the requested zone provide for adequate light and air?

The site is zoned CB-4 which is the downtown business district. In this district, buildings are expected to abut the sidewalk and touch or come close to touching the neighboring building. The additional five feet of height should not impact light and air in the downtown. The height deviation is consistent with neighboring building that have been constructed or remodeled. Regardless of whether or not a casino is approved the building will still have the same footprint.

7. Will the requested zone prevent the overcrowding of land?

The property is zoned CB-4 (Central Business) and this zoning designation anticipates intensive uses. Given the performance standards of the "Large Building" provisions, the location of the project in the downtown will not overcrowd the property.

8. Will the requested zone avoid undue concentration of people?

As stated previously the existing zoning anticipates large concentrations of people. The infrastructure is available to address the residential use which would be far less impacting than a comparably sized commercial building.

9. Will the requested zone facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements?

With the completion of Phase 2, this project will redevelop an entire City block in the downtown. The current project abuts two city streets with a significant commercial presence. There are city sidewalks on all adjacent streets. 5th Street connects to the school three blocks west of the project. A city park is located five blocks northeast of the property. The project will connect to municipal sewer and water services.

10. Does the requested zone give reasonable consideration to the peculiar suitability of the property for particular uses?

The proposed PUD does give consideration to the CB-4 zoning as it proposes permitted uses with the exception of the casino which is a conditional use. The first floor bar and restaurant along Nucleus Avenue with restaurant patio seating along Sixth Street West compliments the neighboring commercial uses. The land use pattern mimics a traditional downtown business with large windowed storefronts along the street and back of house services to the rear of the building. The second and third floor residential use is a recent trend in Columbia Falls but not new to historic downtowns. These residential units will utilize nearby commercial uses and provide a 24 hour presence in the downtown. These units are intended to be for long term tenants.

11. Does the requested zone give reasonable consideration to the character of district?

The character of the neighborhood is primarily commercial with nearby restaurants, grocery, services, etc. In the past few years there has been new second/third floor residential added to the downtown as well as the existing second floor residential in the Nord Building. In this specific part of Nucleus, the commercial district is two blocks deep. The mixed use PUD and proposed height all fit within the fabric of the downtown and both the new and old construction.

12. Will the new zoning affect property values?

The previous use of the site consisted of the original Bank of Columbia Falls building with the old drive-through teller building and the old B & B store which was primarily office space. None of these structures had been maintained very well and all were in need of serious work. With the first phase of this PUD underway, the improvements will produce a positive impact to property values in the downtown area and perpetuate the trend of building owners investing and improving buildings in the historic business district of Columbia Falls.

13. Will the requested zone encourage the most appropriate use of the land throughout the municipality?

The property is zoned CB-4 (Central Business). Mixed use is encouraged in the downtown as the residential uses help support the commercial uses. The mixed use facilitates walkable communities by providing opportunity for people to walk or bike to work. The proposed use is exactly what the Columbia Falls Land Use documents encourage in the municipality.

SUMMARY

The PUD request conforms to the Columbia Falls City Growth Policy, and complies with the “Large Building” standards, and the findings as discussed above. The project will be fully served by Municipal services. The requested PUD allowing up to a 40 foot building (main structure) is supported by staff and has been reviewed for public health and safety by the Columbia Falls Fire Chief.

RECOMMENDATION

Staff recommends that the Columbia Falls City-County Planning Board and Zoning Commission adopt Columbia Falls Planning Office Staff Report #CPUD-22-02 as findings of fact and recommend approval of the PUD subject to the following conditions:

1. The City Council approves a PUD in an area less than two acres.
2. The Ruis Holding 540 Nucleus Ave LLC PUD will allow the following deviations:
 - Building Height – The maximum building height is 40 feet for the main roof line; 42-feet for the elevator, and 50 feet for the stair tower
 - Approval of the PUD will allow the restaurant and bar to have a casino of 541 square feet with 20 gaming machines.
3. The project shall be built in substantial compliance with the submitted “Ruis Holdings Restaurant/Apartments” application and all accompanying drawings, as prepared by Jackola Engineering.

4. Prior to the submittal of plans for the building permit, the applicant shall work with Columbia Falls Fire Chief for approval of the FDC locations, Knox Box location, and roof access
5. The mixed use structures shall be fire sprinkled in accordance with the IBC.
6. Landscaping and landscaping features will generally follow the PUD plan with the understanding that the PUD plan is not a detailed Landscaping Plan. The applicants shall provide the City Manager with a detailed Landscape plan. The landscape plan shall be approved and the landscaping installed prior to the issuance of an occupancy permit. If, due to weather, the landscaping cannot be completed prior to occupancy, the applicant may enter into a developer's agreement with the City of Columbia Falls and provide security (bond or letter of credit) in the amount of 125% of the landscape improvements. The security amount will be determined by actual bid or licensed engineer. The developer's agreement will not be for longer than six months.
7. Any sidewalk or public infrastructure damaged by the demolition or reconstruction of the building shall be replaced per the Columbia Falls Public Works Standards.
8. All connections to sewer and water along with any work in the City's right-of-way shall require review and written approval from the Columbia Falls Public Works Director.
9. The City Planning/Zoning staff will review the sign permit application for compliance with the standards of the Columbia Falls Zoning Regulations prior to issuing a sign.
10. The applicant shall install a bike rack and trash receptacle in the parking lot and one bike rack on the Nucleus Avenue side of the site.
11. Any RTU will be screened or sited on the roof so that they are not visible from the public way.
12. The applicant will construct a site obscuring fence with gates around the dumpster sites as indicated on the applicant's site plan. The refuse screening shall be included with the building permit plans.
13. The light details will be reviewed at the building permit stage to insure that they comply with the 18-foot height standards and that all lighting has full cut off and/or opaque shields.
14. All conditions of the PUD shall be complied with prior to the issuance of the occupancy permit or otherwise addressed as provided for in this PUD.



**540 NUCLEUS AVE, LLC
RUIS NUCLEUS RESTAURANT**

PUD APPLICATION
511 NUCLEUS AVENUE
COLUMBIA FALLS, MT 59912

TABLE OF CONTENTS

1.	PUD APPLICATION	3
2.	NARRATIVE	6
3.	PLAN SET	12

Appendices

APPENDIX A	AMENDED PUD
APPENDIX B	PHASE I ENGINEERING REPORT
<i>(Report includes DEQ and City Approval Letters)</i>	
APPENDIX C	AMENDED PLAT
APPENDIX D	ARCHITECTURAL LANDSCAPE PLAN
APPENDIX E	PERSPECTIVES

TECHNICAL CONTRIBUTORS

01

PUD APPLICATION

JAMES CUMMINS
jcummins@jackola.com

PUD Narrative and Document
Preparation

02

CIVIL ENGINEERING

MIKE BESTWICK, PE
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Civil Engineer | Survey

NARRATIVE

PLEASE PROVIDE THE FOLLOWING INFORMATION IN A NARRATIVE FORMAT WITH SUPPORTING DRAWINGS OR ANOTHER FORMAT AS NEEDED:

1) An overall description of the goals and objectives for the development of the project

This project will be a mixed-use development consisting of a new building and a new parking lot. The building will have mixed uses, including a main level restaurant, bar and casino and 12 apartment-style units of different sizes and types as well as 19 additional parking spaces on the site. The proposed building will incorporate a design and style matching the previously approved mixed-use building under construction.

First floor 6,200 sf: New restaurant and sports bar with a separated 20-machine casino space

Second floor 7,673 sf: (3) two-bedroom apartments units, (3) one-bedroom apartment units, Mechanical space, Commercial laundry space

Third floor 7,673 sf: (4) two-bedroom apartment units, (2) one-bedroom apartment units

- Stairway access to the roof top required by Columbia Falls Fire Chief

Main building height: 40'-0"

Top of Fire Department Access Stair: 50'-0"

Elevator shaft: 42'-0"

Site: New parking lot will be added on to the previously approved parking lot in the original PUD. This parking lot will include a net addition of 19 parking spaces to the existing 62 spaces, 1 additional ADA space will be added to the existing 3 ADA spaces, as well as another trash enclosure.

The project is required to meet large building

standards and is going through the PUD process to exceed the 35' height requirement per zoning regulations and approve a 541 square foot 20-machine casino in the proposed restaurant. Casinos are allowed in B4 zoning as a conditional-use. We are requesting conditional-use approval for the proposed casino with this PUD application. *This was discussed with Eric Mulcahy, City Planner and he agreed a single PUD application for both entitlements would be an acceptable approach.*

2) In cases where the development will be executed in increments, a schedule showing the time within phases will be completed.

The project is anticipated to be completed in the following Phases:

Phase 1:

Previously approved mixed-use building currently under construction. Estimated completion: Fall 2022

Phase 2:

Expected start date of Spring 2022. Expected completion in 2023.

3) The extent to which the plan departs from zoning and subdivision regulations including but not limited to density, setbacks and use, and the reasons why such departures are or are not deemed to be in the public interest.

The project will need to comply with the large building requirements, per the City of Columbia Falls February 2020 Zoning Code, Chapter 18.428. The project meets the majority of the zoning and subdivision regulations with the following two exceptions:

- The need to exceed the 35' height requirements to accommodate an elevator and improved architectural design. We would propose that we



PUD NARRATIVE CON'T

are allowed to build up to 50'-0" for elements such as the stairway access to the roof, elevator shaft, and architectural roof elements.

- The inclusion of a casino in the B4, which requires a conditional use permit

This project will meet all density, setbacks and use zoning requirements. We anticipate the building to be about 39' from top of the slab on the first floor to the top of the roof membrane depending on the final structural depth and other design elements. Several items will be higher than the 39' such as wall parapets which will put the height of parapet wall at approximately 40'-0", the elevator shaft at approximately 42'-0" in height and fire department stairway access to rooftop at approximately 50'-0" in height. The access stairways will only be used by mechanical maintenance personnel and the Columbia Falls Fire Department. The walls to the elevator shaft and stairwell access will be stepped back to reduce the visual impact on height. The building's overall exterior façade will appear to be 40'-0" in height. The building's first-floor height will be at 15' with soffits to accommodate for mechanical and structural components. The second and third floors will be 10'-6" floor to floor with a 9' ceiling height.

(For reference, the highest points on the top of the gables for the Glacier Courtyards building located at 35 5th Street West Columbia Falls, MT is about 40' above the first floor.)

This project will be a continued catalyst and economic driver for the rest of downtown and the City of Columbia Falls. It will provide a new downtown restaurant/bar and 12 long term apartment units. The request for height variance will allow us to provide stairwell access (required by the Columbia Falls Fire Chief) and an elevator shaft above the maximum height allowed. *The current growth policy*

specifically for downtown re-development as part of urban redevelopment. The project will further this and other stated goals for economic development in the growth policy.

This project also requests conditional-use approval allowed in the B4 zoning to incorporate a 541 square foot 20-machine casino in the proposed restaurant. Currently several other downtown businesses have casinos and as such the proposed casino will not alter the current downtown business environment or character of the district. The casino will not have on street access and is separate from the proposed restaurant as it is not intended to be the main focal point of this project.

4) The nature and extent of the common open space in the project and the provisions for maintenance and conservation of the common open space; and the adequacy of the amount and function of the open space in terms of land use, densities and dwelling types proposed in the plan.

Due to this project's downtown core area location there are no zoning requirements for common spaces. We will be providing public spaces consistent with the previously approved PUD on the Phase 1 Nucleus Mixed-Use Building. This will consist of bike racks, benches and other landscape features at the corners of the buildings. This project will create a more defined downtown central core. We are also anticipating more people using this area year-round with the proposed restaurant/bar and residential units which will add to the downtown economic diversity and activity all year. *See Architectural Landscape Plan, Appendix D.*



PUD NARRATIVE CON'T

5) The manner in which services will be provided such as water, sewer, storm water management, school, roads, traffic management, pedestrian access, recreational facilities and other applicable services and utilities.

The proposed building services will be provided from the utility extensions previously approved in Phase 1 Nucleus Mixed-Use project. Sewer service will connect to the sewer main extension installed in Phase 1. Domestic water and fire service will extend from the existing water main on First Avenue West. Power, gas, and communications have been rerouted as part of Phase 1 and provisions are in place to serve the proposed new building. Capacity calculations and utility sizing to accommodate this future phase were accounted for in the Mixed-Use project Phase 1, see Appendix B Phase 1 Engineering Report for calculations and approvals.

Storm water will be handled on site. Phase 1 constructed a storm water system with capacity to accommodate 100% impervious coverage of this future phase on-site. The storm water design report references this future phase as post development basin 05, see appendix B Phase 1 Engineering Report section 4 for the Storm water design and calculations. The proposed design adds onto the existing parking lot which will sheet flow to the phase 1 storm water treatment and infiltration system. This system consists of a grass lined swale for initial storm water treatment and 2 dry wells connected by perforated pipe sized to infiltrate the 10-year 6-hour storm event per City of Columbia Falls requirements. Roof drains will be routed underground to the phase 1 infiltration system. Reference the plans in Section 3 of this application for more information on proposed utilities.

The units will be a mixture of one-bedroom and two-bedroom apartments. B4 zoning is exempt from parking requirements per the City Zoning Ordinance, even though parking is not required in B4 zoning, additional parking is proposed in this design. City standard typically requires 2 parking spots per multi-family unit. Site constraints make it unfeasible to provide 2 spaces per unit. The proposed design includes a net gain of 19 parking spots in addition to the previous 62 parking spaces from Phase 1. This count allows for 1 parking space per one-bedroom unit and 2 parking spaces per two-bedroom unit. The restaurant parking will utilize the previously approved 62 spaces in Phase 1, 27 of those Phase 1 spaces are for commercial use and would be available for restaurant use after typical business hours.

Parking is also available on the street on all sides of the lot and in the other areas of downtown. Additional parking is owned by the developer on the east side of Nucleus Avenue and will also be available for use. This parking area can hold approximately 42 vehicles. We would anticipate seeing some of the commercial and residential users alternating the parking use of the spots on the site at varying times of the day - residential use after work hours and commercial use during the daytime hours. The proposed restaurant aims to draw pedestrian traffic to the downtown core businesses.

6) The relationship, beneficial or adverse, of the planned unit development project upon the neighborhood in which it is proposed to be established.

This project is located in the heart of the B4 Downtown District and provides a balanced use of residential and commercial. The Downtown District is currently seeing several redevelopments



PUD NARRATIVE CON'T

within the area. There are renewed activities such as restaurants, coffee shops, retail and recreational activities. We anticipate seeing a continued interest in downtown projects with a mixed use of residential and commercial occupancy. We feel this will embrace the downtown feel and continued growth as seen elsewhere in the Flathead Valley and across the state. Due to this project's size and character, we anticipate a large impact on the overall feel and activity level of downtown which will further help reinvigorate the downtown core in a positive way. This project is a continuation of the core revitalization originally conceptualized in the Mixed-Use Phase 1 building currently under construction and supported by the growth policy.

7) How the plan provides reasonable consideration to the character of the neighborhood and the peculiar suitability of the property for the proposed use.

The location of the property and the use of the proposed building will help further characterize the downtown district as a commercial hub with residential uses. The proposed building will enhance the downtown curb appeal by the quality use of materials and architectural design. We propose the building to be constructed of brick on the exterior façade with the residential units having vertical and horizontal siding. The storefront windows will provide great views to the downtown area and visually attract pedestrians that are walking downtown. The restaurant, bar, and casino will be located at ground level. This will bring further attraction to pedestrians and workers within the area. The outside patio will also provide great outdoor seating and an area for future events. The building compliments the adjacent buildings and ties into the Mixed-Use Phase

I project that is currently under construction. This phase of the project will provide amenities to the downtown district and help further support other public amenities within the area. We anticipate this proposed building will attract tourists, as well as, people throughout the Flathead Valley and bring continued renewal and future development within the Columbia Falls Downtown District.

8) Where there are more intensive uses or incompatible uses planned within the project or on the project boundaries, how will the impacts of those uses be mitigated.

The project will have comparable usage to the previously approved mixed-use building. These uses are already found onsite. Adding residential uses to the site will be done as required by zoning on the second and third floors and should have an overall impact of additional people and activities. The proposed casino is in alignment with the other downtown business that already incorporate casinos currently. We have mitigated these issues with additional parking and updated sidewalk access along with new landscaping features, anticipated increase to electrical and water services and the addition of underground storm water facilities. These features have already been accounted for in the Phase 1 mixed-use building site design. Site lighting on the building and in the parking areas will also be incorporated to provide a safe well-lit neighborhood. The project provides for livable units in the downtown core providing a walkable neighborhood.

9) How the development will further the goals, policies and objectives of the Columbia Falls Growth Policy.



PUD NARRATIVE CON'T

As stated previously, this project supports the growth and further renewal of the Columbia Falls downtown district. The proposed building provides a perfect fit that is outlined in the goals, policies, and objectives of the Columbia Falls Growth Policy, specifically from Section 4. LAND USE – COMMERCIAL DEVELOPMENT under Policies as stated on page 33, Section 2 Central Business District, part b, *Continue to work to promote redevelopment/revitalization of commercial buildings in the downtown core*, part c, *Reinforce and take advantage of downtown's strengths, including its higher concentration of people, investment in buildings and infrastructure, intricate mix of land uses, historic and architectural character, pedestrian orientation, and visitor attraction*, part f, *Support mixed-use projects in this area which blend traditional commercial with office and residential housing opportunities* and part g, *Support the concentration of community events, civic functions, and activities in the downtown*. The building's occupancy use provides features supporting community growth and provide the new development of future downtown uses of a 'live, work' concept. We have carefully considered areas of concern within this design and have addressed potential issues that may arise. The proposed building will further attract tourists, the Flathead Valley, and outside communities to the Columbia Falls downtown area and provide additional amenities supporting future downtown development and economic prosperity.

10) Include site plans, drawings and schematics with supporting narratives where needed that include the following information:

- a. Total acreage and present zoning classifications;
20,032 sf, .45 acres B4 Central Business District
- b. Zoning classification of all adjoining properties;

B4 Central Business District

- c. Density in dwelling units per gross acre; 27 units per acre (12 units on .45 acres)
- d. Location, size height and number of stories for buildings and uses proposed for buildings;
First Floor: 6,200 sf with 5,660 sf restaurant space and 541 sf casino space
Second Floor: 7,673 sf consisting of (3) two-bedroom units and (3) one-bedroom apartment units with Laundry and Mechanical space
Third Floor: 7,673 sf consisting of (4) two-bedroom apartment units and (2) one-bedroom units along with roof top access stairways for fire department access and mechanical maintenance personnel
Main building height, 40'-0" (Top of Parapet); *Top of Stairwell, 50'-0"*; *Elevator Shaft, 42'-0"*
- e. Layout and dimensions of streets, parking areas, pedestrian walkways and surfacing; *Per Plans (see section 3 of this submittal)*
- f. Vehicle, emergency and pedestrian access, traffic circulation and control; *Per Plans (see section 3 of this submittal)*
- g. Location, size, height, color and materials of signs; *Signage would be mounted on the exterior façade and will meet required regulations.*
- h. Location and height of fencing and/or screening; *Around garbage area, typically 6' tall privacy fence/enclosure. Railing will be installed around the outdoor patio area*
- i. Location and type of landscaping; *Per Plans (see section 3 of this submittal)*
- j. Location and type of open space and common areas; *Per Plans (see section 3 of this submittal)*
- k. Proposed maintenance of common areas and open space; *Managed by Ownership and Management company including snow removal.*
- l. Property boundary locations and setback lines;



PUD NARRATIVE CON'T

Per Plans (see section 3 of this submittal)

- m. Special design standards, materials, and/or colors; *None, designed to meet the Large Building requirements from the City of Columbia Falls February 2020 Zoning Code, Chapter 18.428.*
- n. Proposed schedule of completions and phasing of the development, if applicable;

Phase 1:

Previously approved Mixed-Use Building currently under construction-completion by Fall 2022.

Phase 2:

Expected start in spring 2022 and completion expected in 2023.

- o. Covenants, conditions and restrictions; *None noted, project will meet zoning ordinances for B4 zoning with a conditional use requested for a casino and maximum height exceedance up to 50'-0" as requested in this PUD application.*
- p. Any other information that may be deemed relevant and appropriate to allow for adequate review; *None noted.*

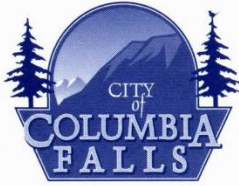
END OF NARRATIVE.



APPENDIX A

Amended PUD





130 6TH STREET WEST
ROOM A
COLUMBIA FALLS, MT 59912

Planning Department

PHONE (406) 892-4391

FAX (406) 892-4413

Item No.10.

APPLICATION FOR PLANNED UNIT DEVELOPMENT (PUD)

Project Name: Ruis Nucleus Restaurant
Name of Applicant: Ruis Holdings 540 Nucleus Ave LLC
Mailing Address: PO Box 1928
City/State/Zip: Columbia Falls, MT 59912 Phone: 619-889-7749
Name and address of owner if different than applicant:
Name: _____
Mail Address: _____
City/State/Zip: _____ Phone: _____
Technical Assistance: Jackola Engineering & Architecture
Mail Address: 2250 Hwy. 93 South
City/State/Zip: Kalispell, MT 59901 Phone: 406-755-3208
If there are others who should be notified during the review process, please list those.

Check One:

- ☒ Initial PUD Proposal
☐ Amendment to an existing PUD

Property Address: 511 Nucleus Ave

Total Area of Property: 20,032 sf

Legal description including section, township, range: COLUMBIA FALLS, S08, T30 N, R20 W,
BLOCK 37, Lots 11-16 and Lot 10 of Amended Plat of Block 37, Columbia Falls Townsite

The present zoning of the above property is: B4 Central Business District

Please provide the following information in a narrative format with supporting drawings or other format as needed:

- 1) An overall description of the goals and objectives for the development of the project.
- 2) In cases where the development will be executed in increments, a schedule showing the time within phases will be completed.
- 3) The extent to which the plan departs from zoning and subdivision regulations including but not limited to density, setbacks and use, and the reasons why such departures are or are not deemed to be in the public interest;
- 4) The nature and extent of the common open space in the project and the provisions for maintenance and conservation of the common open space; and the adequacy of the amount and function of the open space in terms of land use, densities and dwelling types proposed in the plan;

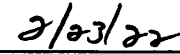
- 5) The manner in which services will be provided such as water, sewer, storm water management, schools, roads, traffic management, pedestrian access, recreational facilities and other applicable services and utilities;
- 6) The relationship, beneficial or adverse, of the planned unit development project upon the neighborhood in which it is proposed to be established;
- 7) How the plan provides reasonable consideration to the character of the neighborhood and the peculiar suitability of the property for the proposed use;
- 8) Where there are more intensive uses or incompatible uses planned within the project or on the project boundaries, how will the impacts of those uses be mitigated;
- 9) How the development will further the goals, policies and objectives of the Columbia Falls Growth Policy;
- 10) Include site plans, drawings and schematics with supporting narratives where needed that include the following information:
 - a. Total acreage and present zoning classifications;
 - b. Zoning classification of all adjoining properties;
 - c. Density in dwelling units per gross acre;
 - d. Location, size height and number of stories for buildings and uses proposed for buildings;
 - e. Layout and dimensions of streets, parking areas, pedestrian walkways and surfacing;
 - f. Vehicle, emergency and pedestrian access, traffic circulation and control;
 - g. Location, size, height, color and materials of signs;
 - h. Location and height of fencing and/or screening
 - i. Location and type of landscaping
 - j. Location and type of open space and common areas;
 - k. Proposed maintenance of common areas and open space;
 - l. Property boundary locations and setback lines;
 - m. Special design standards, materials and/or colors;
 - n. Proposed schedule of completions and phasing of the development, if applicable;
 - o. Covenants, conditions and restrictions;
 - p. Any other information that may be deemed relevant and appropriate to allow for adequate review.

If the PUD involves the division of land for the purpose of conveyance, a preliminary plat shall be prepared in accordance with the requirements of the subdivision regulations.

Please note that the approved final plan, together with the conditions and restrictions imposed, shall constitute the zoning for the district. No building permit shall be issued for any structure within the district unless such structure conforms to the provisions of the approved plan.

The signing of this application signifies that the aforementioned information is true and correct and grants approval for the City of Columbia Falls staff to be present on the property for routine monitoring and inspection during review process.





Applicant Signature

Date

Application Process

A. Pre-application meeting:

A discussion with the planning director or designated member of staff must precede filing of this application. Among topics to be discussed are: Growth Policy compatibility with the application, compatibility of proposed zone change with surrounding zoning classifications, and the application procedure.

B. Complete Application Form

C. Application fee per schedule, made payable to City of Columbia Falls.

PUD Zoning Review:

SEE FEE SHEET

D. A bona fide legal description of the subject property and a map showing the location and boundaries of the property.

E. A list of the names and mailing addresses of all property owners within 150 feet of the subject property as shown on the Assessor's roll. Public streets and right of ways are not included in the 150 feet.

Please consult with the City of Columbia Falls Planning Office for submittal dates and dates for the planning board meeting at which it will be heard in order that requirements of state statutes and the zoning regulations may be filled. The application must be accepted as complete 45 days prior to the scheduled planning board meeting.

FLOODPLAIN

Floodplain Development Permit	\$600
"After-the-Fact" Permit	\$950
Letter of Map Amendment	\$100
Letter of Map Revision	\$100
Floodplain Appeals and Variances	\$750
Floodplain Determinations (Written)	\$85/hour

ZONING

Zone Change:	
Base Fee	\$1,250
For first 80 acres	\$25/acre first 80
For each additional acre over 80	\$10/acre 81+

Amendment to Zoning Text	\$750
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$$\text{\$1,250} + (0.45 \text{ AC} * \text{\$25}) = \text{\$1,261.25 FEE}$$

PUD Zoning Review:

Residential	\$1,000 + 25/acre
Commercial	\$1,250 + \$25/acre
Mixed Use	\$1,250 + \$25/acre

Deduct \$250 if prelim plat app sub concurrently

Variance:

Residential (Single Family / Duplex)	\$550
Multi-Family / Commercial / Industrial /	
Sign Variance	\$850

Conditional Use Permit:

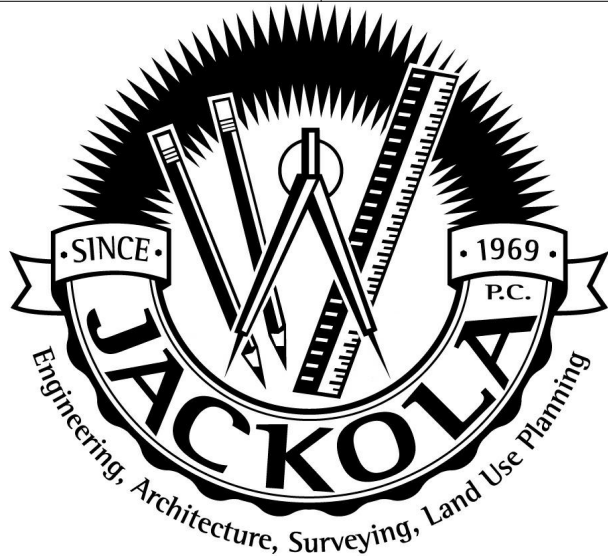
Single-family (10 or fewer trips/day)	\$550
Minor Residential (2-4 units or 11-49 trips day)	\$600
Major residential (5 or more units or 50+ trips/day)	\$600 + \$50/unit or every 10 trips
Churches, schools, public and quasi- public uses	\$700

Commercial, industrial, medical, golf courses, etc.
\$650 + \$50/acre or unit or \$.05/sq ft of leased space over 5,000 sq ft, whichever is greatest

Renewal of CUP exp last 24 mos \$100

Administrative Conditional Use Permit:

Residential	\$325
Commercial/Industrial	\$375
After the Fact Permit	\$500



RUIS HOLDINGS

RESTAURANT/APARTMENTS

COLUMBIA FALLS, MONTANA



GENERAL CONDITIONS

1. THE GENERAL CONTRACTOR IS TO GUARANTEE ALL WORK INCLUDING WORK DONE BY SUBCONTRACTORS FOR A PERIOD OF ONE (1) YEAR COMMENCING WITH THE SUBSTANTIAL COMPLETION OF THE CONTRACT.
2. ALL WORK IS TO BE PERFORMED IN ACCORDANCE WITH ALL GOV-ERNING CODES, ORDINANCES AND AUTHORITIES HAVING JURISDICTION. GENERAL CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND PAYING FOR ALL REQUIRED BUILDING PERMITS.
3. THE GENERAL CONTRACTOR IS TO HAVE A FULL TIME QUALIFIED SUPERVISOR ON THE SITE AT ALL TIMES WHILE WORK IS BEING PERFORMED.
4. ALL MATERIAL SPECIFIED IS TO BE NEW & INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS AND SPECIFICATIONS. GENERAL CONTRACTOR IS TO CONSTRUCT PROJECT IN ACCORDANCE WITH THE DOCUMENTS. ANY DEVIATION FROM THE INTENT OF THE DOCUMENTS, WITHOUT ARCHITECT OR ENGINEER'S APPROVAL, ARE AT THE CONTRACTOR'S OWN RISK AND MAY RESULT IN THE WORK BEING DONE OVER AT CONTRACTOR'S EXPENSE (MATERIALS AND LABOR).

GENERAL NOTES

1. CONTRACTOR TO REVIEW AND BECOME FAMILIAR WITH ALL EXISTING CONDITIONS PRIOR TO COMMENCING WORK. ANY CONDITIONS NOT INDICATED ON CONTRACT DOCUMENTS ARE TO BE REPORTED TO THE ARCHITECT PRIOR TO BEGINNING WORK.
2. CONTRACTOR TO CONTACT LOCAL UTILITIES, IF NECESSARY, SUBMIT ALL APPLICABLE PERMIT DOCUMENTS, QUALIFICATIONS, ETC., AND BE RESPONSIBLE FOR ALL FEES ASSOCIATED WITH PERMITS, UTILITY EXTENSIONS, TAP-INS, ETC.
3. THE CONTRACTOR SHALL REMOVE ALL DEBRIS AS A RESULT OF THIS PROJECT. THE CONTRACTOR WILL REMOVE EXISTING EQUIPMENT, FIXTURES, ETC. IN THE SPACE PRIOR TO CONSTRUCTION AND RELOCATE PER OWNER.
4. THE CONTRACTOR SHALL SCHEDULE HIS WORK AND MATERIAL AND EQUIPMENT DELIVERIES SO AS NOT TO INTERFERE WITH THE DAILY OPERATIONS OF THE REMAINDER OF THE FACILITY.
5. THE CONTRACTOR SHALL PROTECT EXISTING FACILITIES, EQUIPMENT, FIXTURES, ETC. FROM DAMAGE DURING THE COURSE OF CONSTRUCTION.
6. ALL SURFACES AND/OR FINISHES DAMAGED AS A RESULT OF AND ADJACENT TO THE WORK SHALL BE REPAIRED AND FINISHED TO THEIR ORIGINAL CONDITION.
7. EACH SUBCONTRACTOR IS RESPONSIBLE TO COORDINATE AND SCHEDULE HIS WORK WITH THE GENERAL CONTRACTOR AND ALL OTHER SUBCONTRACTORS WHOSE WORK WILL BE AFFECTED.
8. USE DETAILS MARKED 'TYPICAL' (TYP) WHEREVER APPLICABLE.

9. ALL ITEMS REQUIRED BY THE DRAWINGS AND SPECIFICATIONS SHALL BE PERFORMED IN A WORKMANLIKE MANNER BY PERSONS SKILLED IN THEIR RESPECTIVE TRADE AND WHO NORMALLY PARTICIPATE IN THE WORK OF THAT TRADE.
10. WORDS WHICH HAVE WELL KNOWN TECHNICAL OR TRADE MEANINGS ARE USED IN THE DRAWINGS AND SPECIFICATIONS IN ACCORDANCE WITH SUCH RECOGNIZED MEANINGS.
11. WITHIN THE DRAWINGS AND RELATED SPECIFICATIONS THERE SHALL BE THE FOLLOWING PRECEDENCE:
A) ADDENDA OR MODIFICATIONS TO THE DRAWINGS AND SPECIFICATIONS TAKE PRECEDENCE OVER THE ORIGINAL, WHEN ISSUED BY THE ARCHITECT.
B) SPECIFICATIONS SHALL TAKE PRECEDENCE OVER DRAWINGS.
C) WITHIN THE DRAWINGS THE LARGER SCALE TAKES PRECEDENCE OVER THE SMALLER, FIGURED DIMENSIONS OVER SCALED AND NOTED MATERIALS OVER GRAPHIC INDICATIONS.
12. THE ARCHITECT OR ENGINEER SHALL BE IN THE FIRST INSTANCE THE SOLE INTERPRETER OF THE DRAWINGS AND SPECIFICATIONS WITH REGARD TO THEIR MEANING OR INTENT.
13. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES AND PROCEDURES.
14. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ASPECTS OF SAFETY DURING BUILDING CONSTRUCTION.

PROJECT INFORMATION:

OWNER / DEVELOPER

RUIS HOLDINGS 540 NUCLEUS AVE, LLC
PO BOX 1928
COLUMBIA FALLS, MT 59912
ATTN: MARLIN KAUFFMAN
EMAIL: mkauffman@ruisconstruction.com
TEL: (406) 249-8432

BUILDING DEPARTMENT

CITY OF WHITEFISH
418 EAST 2ND STREET
PO BOX 158
WHITEFISH, MT 59937
ATTN: BUILDING DEPARTMENT
EMAIL: buildingdept@cityofwhitefish.org
TEL: (406) 863-2410
FAX: (406) 863-2409

DESIGN PROFESSIONALS

JACKOLA ENGINEERING & ARCHITECTURE, P.C.
2250 HWY. 93 SOUTH
PO BOX 1134
KALISPELL, MT 59903

ARCHITECT: NED HALLING

CIVIL ENGINEER: ERIK GARBERG

STRUCTURAL ENGINEER: KARL HENSHAW
MECHANICAL ENGINEER: TYLER TONIUM
ELECTRICAL ENGINEER: JON RUONAVARRA

SURVEYOR: BOB ERICKSON

TEL: (406) 755-3208
FAX: (406) 755-3218



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RESTAURANT / APARTMENTS

NUCLEUS AVE
COLUMBIA FALLS, MONTANA

DRAWN: BL CHECKED: NH

DATE: 02/28/2022

REVISIONS:

TITLE SHEET

T0.00 - 146 -

PROJECT # : 20707
Z:\Client\Bldg\2021\Nucleus Holdings\20707 Nucleus Ave\101088 Drawings\1 AutoCAD\Bldg_CO10.dwg

ABBREVIATIONS

A AB AHJ	AS-BUILT AGENCY HAVING JURISDICTION	F FO FF	FIBER OPTIC FINISHED FLOOR ELEVATION	R REF REQ'D REV ROW	REFERENCE REQUIRED REVISION RIGHT-OF-WAY
B BLOG BVCE BVCS BTM	BUILDING BEGIN VERTICAL CURVE ELEVATION BEGIN VERTICAL CURVE STATION BOTTOM	G GIS	GEOGRAPHIC INFORMATION SYSTEM	S SS SCH SIM S SPEC STD SD	SANITARY SEWER SCHEDULE SIMILAR SOUTH SPECIFICATION STANDARD STORM DRAIN
C CATV CL CJ	CABLE TV CENTER LINE CONSTRUCTION JOINT	H HT HR	HEIGHT HORIZONTAL HOUR	T TEL TYP TBC	TELEPHONE TYPICAL TOP BACK OF CURB
D DTL DIA DIM DIV DWG	DETAIL DIAMETER DIMENSION DIVISION DRAWING	I TBC	INTERNATIONAL BUILDING CODE	U UNO	UNLESS NOTED OTHERWISE
E EW E EA ELEC ELEV EQ EQUIP EVCE EVCS EXIST	EACH WAY EAST EDGE OF ASPHALT ELECTRIC ELEVATION EQUAL EQUIPMENT END VERTICAL CURVE ELEVATION END VERTICAL CURVE STATION EXISTING	M MAX MIN MPWSS MT MT	MAXIMUM MINIMUM MT PUBLIC WORKS STANDARD SPECIFICATIONS MONTANA	V VERT W WTR W w/	VERTICAL WATER WEST WITH
		N N NIC NTS	NORTH NOT IN CONTRACT NOT TO SCALE		
		O OC OPP	ON CENTER OPPOSITE		
		P PVI PROP	POINT OF VERTICAL INTERSECTION PROPERTY		

INDEX OF DRAWINGS

SHEET #	SHEET TITLE
CO.00	GENERAL CIVIL INFORMATION
CO.10	EXISTING SITE PLAN
CO.20	SITE DEMO PLAN
CI.10	SITE PLAN
CI.20	SITE UTILITY PLAN

LEGEND

	GAS METER		FENCE
	CABLE PEDESTAL		BUILDING SETBACK
	TELEPHONE PEDESTAL		PROPERTY EASEMENT
	ELECTRICAL JUNCTION BOX		EXISTING PROPERTY LINE
	ELECTRICAL PEDESTAL		EXISTING OVERHEAD POWER
	TRAFFIC SIGN		EXISTING UNDERGROUND POWER
	LIGHT POLE		EXISTING FIBER OPTIC
	EXISTING LIGHT POLE		EXISTING UNDERGROUND PHONE
	UTILITY POLE		EXISTING UNDERGROUND CABLE
	TRANSFORMER		EXISTING GAS
	CAP WITH THRUST BLOCK		EXISTING WATER
	FIRE HYDRANT		EXISTING SANITARY SEWER
	FROST FREE YARD HYDRANT		EXISTING STORM DRAIN
	WATER GATE VALVE		PROPOSED PROPERTY LINE
	WATER CURB STOP		OVERHEAD POWER
	WATER TEE		UNDERGROUND POWER
	THRUST BLOCK		UNDERGROUND FIBER OPTIC
	WATER METER PIT		UNDERGROUND TELEPHONE
	FIRE DEPARTMENT CONNECTION		UNDERGROUND CABLE
	IRRIGATION VALVE BOX		GAS MAIN
	PIPE CAP		WATER MAIN
	CLEAN OUT		IRRIGATION SLEEVE
	SEWER MANHOLE		SANITARY SEWER MAIN
	STORM MANHOLE		STORM DRAIN
	CATCH BASIN		ROOF DRAIN
	STORM DRAIN DRYWELL		DRAINAGE SWAL/STORM POND
	CURB INLET		EXISTING CONTOUR
	EXISTING ASPHALT		DESIGN CONTOUR
	EXISTING BUILDING		EXISTING SPOT GRADE
	EXISTING SIDEWALK		DESIGN SPOT GRADE
	PROPOSED ASPHALT		TBC DESIGN SPOT GRADE
	PROPOSED BUILDING		TREE LINE
	PROPOSED SIDEWALK		DECIDUOUS TREE
	STANDARD CURB AND GUTTER		
	SPILL CURB AND GUTTER		
	CURB TRANSITION		
	DRIVE OVER CURB AND GUTTER		

GENERAL NOTES

- ALL WORK IS TO BE PERFORMED IN ACCORDANCE WITH ALL GOVERNING CODES, ORDINANCES AND AUTHORITIES HAVING JURISDICTION. GENERAL CONTRACTOR IS RESPONSIBLE FOR OBTAINING AND PAYING FOR ALL REQUIRED PERMITS. THE GENERAL CONTRACTOR IS TO HAVE A FULL TIME QUALIFIED SUPERVISOR ON THE SITE AT ALL TIMES WHILE WORK IS BEING PERFORMED.
- ALL MATERIAL SPECIFIED IS TO BE NEW AND INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS AND SPECIFICATIONS. GENERAL CONTRACTOR IS TO CONSTRUCT PROJECT IN ACCORDANCE WITH THE DOCUMENTS. ANY DEVIATION FROM THE INTENT OF THE DOCUMENTS, WITHOUT ENGINEER'S APPROVAL, ARE AT THE CONTRACTOR'S OWN RISK AND MAY RESULT IN THE WORK BEING DONE OVER AT CONTRACTOR'S EXPENSE (MATERIALS AND LABOR).
- CONTRACTOR TO REVIEW AND BECOME FAMILIAR WITH ALL EXISTING CONDITIONS PRIOR TO COMMENCING WORK. ANY CONDITIONS NOT INDICATED ON CONTRACT DOCUMENTS ARE TO BE REPORTED TO THE ENGINEER PRIOR TO BEGINNING WORK.
- THE CONTRACTOR SHALL REMOVE ALL DEBRIS AS A RESULT OF THIS PROJECT. THE CONTRACTOR WILL REMOVE EXISTING EQUIPMENT, FIXTURES, ETC. IN THE SPACE PRIOR TO CONSTRUCTION AND RELOCATE PER OWNER.
- THE CONTRACTOR SHALL SCHEDULE HIS WORK AND MATERIAL AND EQUIPMENT DELIVERIES SO AS NOT TO INTERFERE WITH THE DAILY VEHICLE TRAFFIC.
- THE CONTRACTOR SHALL PROTECT EXISTING FACILITIES, EQUIPMENT, FIXTURES, ETC. FROM DAMAGE DURING THE COURSE OF CONSTRUCTION.
- ALL SURFACES AND/OR FINISHES DAMAGED AS A RESULT OF AND ADJACENT TO THE WORK SHALL BE REPAIRED AND FINISHED TO EQUAL OR BETTER THAN ORIGINAL CONDITION.
- ALL ITEMS REQUIRED BY THE DRAWINGS AND SPECIFICATIONS SHALL BE PERFORMED IN A WORKMANLIKE MANNER BY PERSONS SKILLED IN THEIR RESPECTIVE TRADE AND WHO NORMALLY PARTICIPATE IN THE WORK OF THAT TRADE.
- THE ENGINEER SHALL BE IN THE FIRST INSTANCE THE SOLE INTERPRETER OF THE DRAWINGS AND SPECIFICATIONS WITH REGARD TO THEIR MEANING OR INTENT.
- CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES AND PROCEDURES.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL ASPECTS OF SAFETY AND TRAFFIC CONTROL DURING CONSTRUCTION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS INCLUDING, BUT NOT LIMITED TO, SWPPP.
- ALL WORK IS TO BE COMPLETED PER CITY OF COLUMBIA FALLS STANDARDS FOR DESIGN AND CONSTRUCTION.



Item No.10.

KALISPELL | BOZEMAN | VANCOUVER
406-755-3208 | 406-985-4707 | 360-492-4746

info@jackola.com | jackola.com

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RESTAURANT / VRBO UNITS

NUCLEUS AVE
COLUMBIA FALLS, MONTANA

DRAWN: EMS CHECKED: TLM

DATE: TBD

REVISIONS:

GENERAL CIVIL
INFORMATION

CO.

PROJECT # 20707
Z:\Client\Bldg\2021\Nucleus Holdings\20707 Nucleus Ave Hotel\Bldg Drawings\Autocad\Bldg_C010.dwg

1 EXISTING SITE PLAN
1" = 20'



SCALE: 1" = 20'
-10 0 10 20 40

BASIS OF SURVEY
THE PROJECT DATUM IS BASED ON AN OPUS SOLUTION AT CP-50.
POINT CP-50 OPUS POSITION:
MONTANA STATE PLANE ZONE 2500 COORDINATES:
N: 1537502.733'
E: 831637.776'
ELEV: 3084.701'
COMBINED SCALE FACTOR: 0.99953164
CONVERGENCE: -3.42463333
THE VERTICAL DATUM IS NAVD83(GEOID128)
BASIS OF BEARING IS GRID NORTH
ALL DISTANCES ARE GROUND DISTANCES

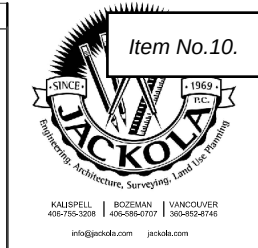
SURVEY NOTES:
1. UTILITIES ARE SHOWN BASED ON THE SITE SURVEY PERFORMED BY JACKOLA ENGINEERING AND ARCHITECTURE ON 09/05/2020. UNDERGROUND CABLE, GAS, AND ELECTRIC UTILITIES WERE SURVEYED BASED ON UTILITY MARKINGS PROVIDED BY OTHERS. OVERHEAD POWER WAS MARKED BASED ON OBSERVABLE POLES AND WIRES. SEWER, WATER, AND STORM IN NUCLEUS AVE. AND FIRST AVE. WEST WERE NOT MARKED PRIOR TO THE FIELD SURVEY. THESE UTILITIES ARE SHOWN AS APPROXIMATE AND ARE BASED ON OBSERVABLE MANHOLES, HYDRANTS, AND VALVES AS WELL AS GIS DRAWINGS PROVIDED BY THE CITY OF COLUMBIA FALLS.
2. PRIVATE UTILITIES WERE NOT LOCATED PRIOR TO THE FIELD SURVEY.
3. UTILITY LOCATIONS AND TOPSO SURFACE REFLECTS THE PHASE 1 SITE DESIGN CURRENTLY UNDER CONSTRUCTION. DESIGN OF PHASE 2 WAS REQUIRED BEFORE PHASE 1 CONSTRUCTION WAS COMPLETE AND AS SUCH ANY DEVIATION FROM THE ORIGINAL DESIGN WILL REQUIRE EVALUATION OF IMPACT TO PHASE 2 DESIGN. CONTRACTOR TO VERIFY ACCURACY OF COMPLETED PHASE 1 CONSTRUCTION BEFORE CONSTRUCTING PHASE 2. CONTACT ENGINEER IF FIELD CONDITIONS ARE DIFFERENT FROM PLAN SET BEFORE CONSTRUCTION.

POINT COORDINATE TABLE				
POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
50	1537502.73	831637.78	3084.70	SPIKE
b0	1537546.47	831425.42	3083.91	5/8 ypc
61	1537236.89	831408.58	3085.04	1" Alum Cap
62	1537265.27	831445.16	3085.31	5/8 Rebar
63	1537509.48	832088.78	3082.03	5/8 Rebar
64	1537200.47	832071.39	3081.93	2" Alum SANDS 79755

SEWER STRUCTURE TABLE
XSSMH-01
RIM: 3085.23'
N IE OUT: 3074.68'
XSSMH-02
RIM: 3080.40'
S IE IN: 3069.03'
N IE OUT: 3068.93'
XSSMH-03
RIM: 3084.35'
S IE OUT: 3073.74'
STORM STRUCTURE TABLE
XSDMH-01
RIM: 3083.08'
SW IE IN: 3080.68'
E IE OUT: 3079.97'
XSDMH-02
RIM: 3082.97'
N IE OUT: NOT MEASURED
XSDMH-03
RIM: 3082.92'
W IE OUT: NOT MEASURED
XQ-01
RIM: 3083.60'
E IE OUT: 3080.05'
XDW-01
RIM: 3084.15'
XDW-02
RIM: 3084.55'

PHASE 1 SEWER STRUCTURE TABLE			
MANHOLE	RIM ELEV.	INLET	OUTLET
SSMH-01 (1)	RIM = 3083.61	8" PVC 3077.92'	8" PVC 3077.82'
XSSMH-03 (1)	RIM = 3084.05	8" PVC 3076.83'	8" PVC 3073.74'

PHASE 1 STORM STRUCTURE TABLE			
MANHOLE	RIM ELEV.	INLET	OUTLET
CB-01 (1)	RIM = 3081.15	6" PVC 3076.87'	12" PVC 3076.37'
CB-02 (1)	RIM = 3083.62		6" PVC 3081.12'
DW-03 (1)	RIM = 3081.58	12" PVC 3076.31'	30" PVC 3076.21'
DW-04 (1)	RIM = 3083.70	30" PVC 3075.91'	
DW-06 (1)	RIM = 3083.96	6" PVC 3078.11'	6" PVC 3080.52'



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RESTAURANT / VRBO UNITS
NUCLEUS AVE
COLUMBIA FALLS, MONTANA

DRAWN: JRC CHECKED: TLM

DATE: TBD

REVISIONS:	

EXISTING SITE PLAN

PROJECT # : 20707
Z:\Client\Bldg\2021\Bldg\Holdings\20707 Nucleus Ave Holdr\Drawings\Autocad\Bldg_CO-20.dwg

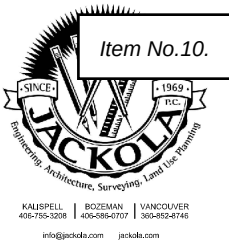
1 SITE DEMO PLAN
1" = 20'



SCALE: 1" = 20'
-10 0 10 20 40

KEYNOTES:

1. EXISTING BUILDING PREVIOUSLY REMOVED
2. NEATLY SAW CUT AND PROPERLY DISPOSE OF ASPHALT
3. NEATLY SAW CUT AND PROPERLY DISPOSE OF CURB AND GUTTER
4. NEATLY SAW CUT AND PROPERLY DISPOSE OF CONCRETE
5. RELOCATE PHASE 1 BIKE RACK AND CONCRETE PAD, SEE CL.10 FOR NEW LOCATION
6. RELOCATE PHASE 1 LIGHT POLE AND BASE, ABANDON ELECTRICAL CONDUIT TO LIGHT POLE. SEE CL.10 FOR NEW LOCATION.
7. CUT AND CAP EXISTING WATER SERVICE PER THE CITY OF COLUMBIA FALLS STANDARDS
8. DEMO PHASE 1 IRRIGATION SLEEVE, RECONFIGURE EXISTING IRRIGATION SYSTEM



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NUCLEUS AVE
COLUMBIA FALLS, MONTANA

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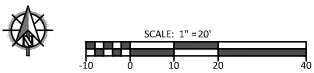
SITE DEMO PLAN

C0.2

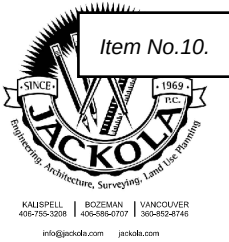
- 149 -

PROJECT # 20707
Z:\Client\Bldg\2021\Nucleus Holdings\20707 Nucleus Ave Hotel\Bldg Drawings\Autocad\Bldg_C1-10.dwg

1 SITE PLAN
1" = 20'



- KEYNOTES: ①
1. ASPHALT SECTION
 2. CURB AND GUTTER
 3. STANDARD SIDEWALK
 4. THICKENED EDGE SIDEWALK
 5. NEW DRIVEWAY
 6. PAVEMENT STRIPING
 7. ADA RAMP
 8. ADA PARKING SIGN, MOUNT ON BUILDING IF APPLICABLE.
 9. TRASH ENCLOSURE
 10. RELOCATED BIKE RACK AND CONCRETE PAD
 11. RAMP WITH HAND RAIL, REFER TO ARCHITECTURAL.
 12. LIGHT POLE BASE



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COLUMBIA FALLS, MONTANA

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DATE: TBD

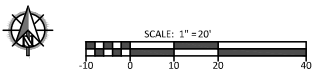
REVISIONS:

SITE PLAN

C1.1 - 150 -

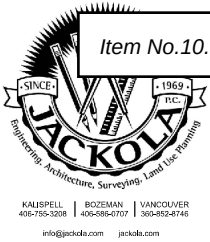
PROJECT # 20707
Z:\CADD\Bldg\2021\Bldg\20707 Nucleus Ave 10188 Drawings\Autocad\Bldg_C1.dwg

1 SITE UTILITY PLAN
1" = 20'



KEYNOTES:

1. 3" SCH 40 IRRIGATION SLEEVE WITH 12" MIN BURY.
2. IRRIGATION FEED FROM METER PIT WITH BACKFLOW PREVENTER AND IRRIGATION VALVE BOX. COORDINATE WITH PLUMBING DRAWINGS.
3. NEW WATER METER PIT.
4. NEW 1,500 GALLON GREASE INTERCEPTOR.
5. SEWER CLEAN-OUT WITHIN 5' OF THE BUILDING. COORDINATE WITH PLUMBING DRAWINGS.
6. YARD DRAIN.
7. X" GAS SERVICE AND METER. COORDINATE WITH UTILITY COMPANY.



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RESTAURANT / VRBO UNITS

NUCLEUS AVE
COLUMBIA FALLS, MONTANA

DRAWN: JRC CHECKED: TLM

DATE: TBD

REVISIONS:

SITE UTILITY
PLAN

C1.1

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RESTAURANT / APARTMENTS

NUCLEUS AVE
COLUMBIA FALLS, MONTANA

DRAWN: BL CHECKED: NH

DATE: 02/28/2022

REVISIONS:

LEVEL 1 PLAN

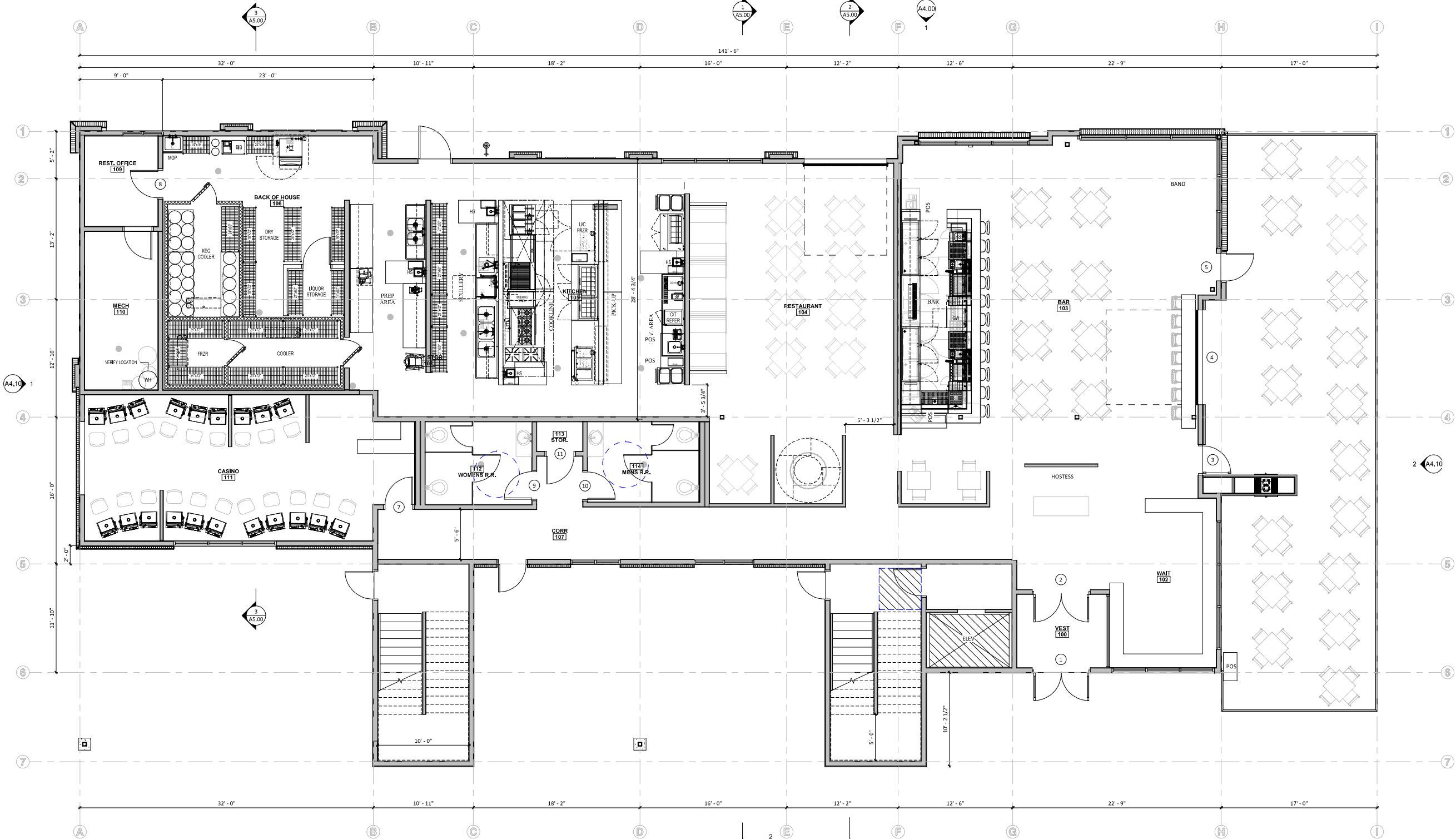
A1.00

- 152 -

FLOOR PLAN KEYNOTES

1 LEVEL 1 PLAN

3/16" = 1'-0"



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RESTAURANT / APARTMENTS

NUCLEUS AVE
COLUMBIA FALLS, MONTANA

DRAWN: BL CHECKED: NH

DATE: 02/28/2022

REVISIONS:

LEVEL 2 PLAN

A1.01

- 153 -





ROOM A | 130 6TH STREET WEST
COLUMBIA FALLS, MT 59912

PHONE (406) 892-4391
FAX (406) 892-4413

AGENDA
COLUMBIA FALLS CITY-COUNTY PLANNING & ZONING BOARD
TUESDAY, AUGUST 11, 2020 BEGINNING AT 6:30 PM
COUNCIL CHAMBERS CITY HALL

CALL TO ORDER AND ROLL CALL

APPROVAL OF MINUTES:

1. Approval of July 14, 2020 Regular Meeting Minutes

VISITOR OR PUBLIC COMMENT: (An opportunity for the Public to comment on any items not on tonight's agenda)

PUBLIC HEARINGS AND ACTION:

2. The Columbia Falls City-County Planning Board will hold a public hearing for the following item at their regular meeting on Tuesday, August 11th, 2020 at 6:30 p.m. at the Council Chambers of City Hall, 130 6th Street West, Columbia Falls, Montana. The Columbia Falls City Council will hold a subsequent hearing on Tuesday, September 8, 2020 starting at 7:00 p.m. in the same location. Both hearings will be conducted in accordance with the most current recommended and/or required public health and safety protocols in place at the time of the hearing. The City website, <https://cityofcolumbiafalls.org>, will contain updated information if there is any change to the planned hearings.

Request to establish a Planned Unit Development in the Columbia Falls Zoning Jurisdiction: Ruis Holdings 540 Nucleus Ave LLC is requesting an Amendment to their Planned Unit Development overlay for the property located at 540 Nucleus Avenue which was the former Bank of Columbia Falls site. The owner is amending the PUD to remove the planned three story south building and will instead remodel the former bank building instead of removing and replacing with a new building at this time. In addition, the owner is amending the north building to allow ground floor residential condominiums on the back half of the building but retaining retail/office space on the front half ground floor. The PUD is proposing two options for 48 parking spacing to serve the site. Option A would construct below grade parking under the north building. The second option would be to construct at grade parking where the old bank offices were located along 1st Avenue West. As with the original PUD, the building height for the north building will be 42'-8" to the top of the roof. The proposed development otherwise conforms to all of the zoning requirements. The property is described as Lots 1-15, Block 37, Columbia Falls Townsite in Section 8, Township 30 North, Range 20 West, P.M.M., Flathead County.

- A. Adopt Staff Report CPUD-20-03 as Findings of Fact
- B. Recommend Approval of PUD to City Council

ADJOURNMENT

Next Regular Planning Board Meeting – TBD

**CITY OF COLUMBIA FALLS
MINUTES OF THE REGULAR MEETING
HELD JULY 14, 2020**

CALL TO ORDER AND ROLL CALL

PRESENT

Russ Vukonich
Mike Shepard
Claudette Byrd-Rinck via Zoom
Steve Hughes
Patti Singer
Robert Smith

ABSENT

Kurt Nelson
Sam Kavanagh
Steve Duffy

Also present were City Manager Susan Nicosia, City Planner Eric Mulcahy, City Attorney Justin Breck, and Public Works Clerk Alex Vissotzky.

APPROVAL OF MINUTES:

Minutes of the June 9, 2020 Planning Board - Motion made by Shepard, seconded by Singer to approve the minutes as read. Voting Yes: Vukonich, Shepard, Byrd-Rinck, Hughes, Singer, Smith.

VISITOR OR PUBLIC COMMENT: None.

PUBLIC HEARINGS AND ACTION:

Chairman Vukonich read the notice of hearing and asked for staff report presentation:

Request to establish a Conditional Use Permit in the Columbia Falls Zoning Jurisdiction:

Heather Peters is requesting a Conditional Use Permit to operate a drive-thru coffee stand at 2620 9th Street West (formerly Melby's). The property is zoned CB-2 Commercial however all drive-thru's require a conditional use permit in this zone. The coffee stand was formerly located at the Town Pump Site at Highway 2 and 40. The property is described as Assessor's Tract 9D in NW1/4 Section 18, Township 30 North, Range 20 West, P.M.M., Flathead County.

Planner Mulcahy presented Staff Report CCU-20-02 to the Board. The proposed drive-thru coffee stand was originally located at the HWY 2/ HWY 40 intersection at Town Pump. This new location is outside of city limits but within the Planning jurisdiction. It is zoned CB-2, which allows for drive-thru restaurants as a conditional use. The applicant, Heather Peters, will be leasing the drive-thru space from the owner; the site was formerly Melby's Furniture. There are no City Services located on the property so the application is working with Flathead County Environmental Health for well and septic approval and such approval is in the conditions of approval. Mulcahy noted that there is existing access to Highway 2 and Hilltop Rd. Mulcahy also reported that the applicant will provide a better site plan showing compliance with the landscaping requirements. Conditions also require sign permits as applicable in CB-2 and the existing sign will be removed. City staff recommends approval with 4 Conditions.

CITY OF COLUMBIA FALLS
MINUTES OF THE REGULAR MEETING
HELD JULY 14, 2020

City Manager Nicosia stated that the shipping containers currently on the property do not comply with the Zoning Code, 18.440.020 as they are not shielded; they were used temporarily to house Melby's items after the building fire.

Motion made by Shepard, seconded by Smith to add Condition 5 stating that shipping containers will comply with Zoning Code 18.440.020 or be removed. Voting Yes: Vukonich, Shepard, Byrd-Rinck, Hughes, Singer, Smith.

Public Comment opened and closed at 6:40PM with no one wishing to comment. Mulcahy noted that staff has not received any written or verbal comments.

Motion made by Hughes, seconded by Shepard to approve CCU-20-02 as findings of fact.
Voting Yes: Vukonich, Shepard, Byrd-Rinck, Hughes, Singer, Smith.

Motion made by Shepard, Seconded by Singer to recommend approval of Conditional Use Permit with five with Conditions, as amended, to City Council. Voting Yes: Vukonich, Shepard, Byrd-Rinck, Hughes, Singer, Smith.

ADJOURNMENT: Motion by Hughes to adjourn 6:45 p.m., seconded by Vukonich.

Chairman,

Alex Vissotzky | Public Works Clerk

NOTICE OF PUBLIC HEARING

The Columbia Falls City-County Planning Board will hold a public hearing for the following item at their regular meeting on Tuesday, August 11th, 2020 at 6:30 p.m. at the Council Chambers of City Hall, 130 6th Street West, Columbia Falls, Montana. The Columbia Falls City Council will hold a subsequent hearing on Tuesday, September 8, 2020 starting at 7:00 p.m. in the same location. Both hearings will be conducted in accordance with the most current recommended and/or required public health and safety protocols in place at the time of the hearing. The City website, <https://cityofcolumbiafalls.org>, will contain updated information if there is any change to the planned hearings.

Request to establish a Planned Unit Development in the Columbia Falls Zoning Jurisdiction:

Ruis Holdings 540 Nucleus Ave LLC is requesting an Amendment to their Planned Unit Development overlay for the property located at 540 Nucleus Avenue which was the former Bank of Columbia Falls site. The owner is amending the PUD to remove the planned three story south building and will instead remodel the former bank building instead of removing and replacing with a new building at this time. In addition, the owner is amending the north building to allow ground floor residential condominiums on the back half of the building but retaining retail/office space on the front half ground floor. The PUD is proposing two options for 48 parking spacing to serve the site. Option A would construct below grade parking under the north building. The second option would be to construct at grade parking where the old bank offices were located along 1st Avenue West. As with the original PUD, the building height for the north building will be 42'-8" to the top of the roof. The proposed development otherwise conforms to all of the zoning requirements. The property is described as Lots 1-15, Block 37, Columbia Falls Townsite in Section 8, Township 30 North, Range 20 West, P.M.M., Flathead County.

Persons are allowed to attend the hearing(s), subject to the most recent public gathering restrictions enacted by County and State agencies at or prior to the time of the hearing. Persons are encouraged to submit written comments prior to the meeting. Written comments carry the same weight as public testimony given during the hearing. Written comments may be sent to Columbia Falls City Hall, Attention: Barb Staaland, City Clerk, 130 6th Street West, Room A, Columbia Falls, MT 59912 or via email: staalandb@cityofcolumbiafalls.com. For more information on the proposed conditional use, please call Eric Mulcahy, Columbia Falls City Planner at 755-6481.

DATED this 21st day of July, 2020

Susan Nicosia

Susan Nicosia, City Manager/Planning & Zoning Administrator
COLUMBIA FALLS CITY-COUNTY PLANNING BOARD

Publish: Daily Interlake Sunday July 26, 2020

**ZONE CHANGE REQUEST
COLUMBIA FALLS AREA ZONING JURISDICTION
RUIS HOLDINGS 540 NUCLEUS AVE LLC - PLANNED UNIT DEVELOPMENT AMENDMENT
CITY OF COLUMBIA FALLS STAFF REPORT # CPUD-20-03
July 28, 2020**

A report to the Columbia Falls City County Planning Board regarding a request for an Amendment to the Planned Unit Development overlay (PUD) on 540 Nucleus Avenue property.

BACKGROUND INFORMATION

A. PETITIONERS

Ruis Holdings 540 Nucleus Ave LLC
P.O. Box 1928
Columbia Falls, MT 59912

B. PETITIONER'S TECHNICAL ASSISTANCE

Aaron Wallace
Montana Creative
158 Railway Street
Whitefish MT 59937
(406) 862-8152

Doug Peppmeier
TD&H
450 Corporate Drive, Suite 101
Kalispell, MT 59901
(406) 751-5246

C. LOCATION/DESCRIPTION

The property is located at 540 Nucleus Avenue in Columbia Falls and was the site of the original Bank of Columbia Falls. After the bank ceased to operate at this location, the building became office space for numerous businesses and offices; it was used by First Best Place, and most recently a gym. However over the years the buildings have deteriorated and are in need of major remodels. The property is described as Lots 1 - 15 of Block 37 of the Columbia Falls Townsite, Section 8, Township 30 North, Range 20 West, P.M.M., Flathead County.

D. REQUEST

The applicant is requesting to amend the approved PUD for the same property. The PUD approved in April of this year showed two mixed use buildings (commercial and residential) with all of the existing buildings removed to make way for the three story buildings and surface parking. The approved PUD allowed the building to extend up to 37+ feet and the elevator shaft to extend up to 44.5 feet.

With the impact of COVID-19 and new protocols, the applicant no longer wants to incorporate a gym and pool into the same building that provides housing. As a result, the applicant proposes the following two options/amendments to the existing PUD.

Option 1 – Remove the old drive-through bank building on the northwest corner and construct a three story mixed-use building that contains 48 Residential Units (30 two-bedroom units and 18 studio/one-bedroom units) and 7,500 square feet of

commercial/retail space on the main floor along Nucleus Avenue. There are four fewer residential units in this proposal. The PUD would also allow residential units on the west half of the main floor. The two buildings on the south side of the block would remain but be remodeled to support commercial/office/retail space. Building height for the new north building will be the same as approved in the original PUD.

Option 1 also includes underground parking with 48 spaces and storage under the proposed mixed use building. In addition, the applicant would maintain the 22 existing surface parking space off of 1st Ave West for a total off-street parking count of 70 spaces.

Option 2 has the same unit count and retail space in the north building. The difference is the underground parking would be eliminated in this option and instead, the applicants would construct 62 surface parking spaces on the southwest corner of the block. They would do this by removing the old bank office building but retaining the southeast bank building.

The applicant is requesting approval of both options so that they can conduct the geotechnical studies and cost analysis for each scenario.

Note: The PUD standards require that the City Council determine that a parcel has unique character in order to approval a PUD of less than two acres.



Columbia Falls Bank Building to remain with this PUD Amendment but go through an extensive remodel



Zoning Deviations requested with the PUD:

Height – The CB-4 zoning district has a maximum height requirement of 35-feet (Chapter 18.338.040.E). The requested deviation would allow the building to be 37+ feet for the main roof line and 44.5-feet for the elevator tower. This is the same deviation approved in the original PUD.

First Floor Residential – The CB-4 zoning prohibits residential use on the first floor (18.338.020(H)). The intent of the limitation is to keep ground floor commercial areas active and promote continuity for the retail shopper. The requested deviation only applies to the west half of the building and the structure shows 7,500 sf of commercial/retail space on the Nucleus Avenue frontage.

These deviations will be discussed further in this report.

The PUD overlay¹ is intended as a flexible tool that can be applied to an existing zone in order to encourage a more efficient use of land and public services by allowing, under certain circumstances, a more flexible means of land development than is otherwise generally allowed by the underlying zone. In order for a tract to be eligible for a PUD designation the property has to be two acres in size or the City Council has to recognize the circumstances and approve the smaller PUD size. Downtown PUD's and/or properties rarely exceed two acres in size because a city block is less than two acres. As a result a size deviation is needed to make them work. The PUD overlay allows deviations from the underlying standards of the zone (height, setback, density, parking, etc.) when it can be shown by the applicant that negative impacts have been addressed and the resulting design is equal to or superior to what would have been allowed under the existing zone.

¹ PUD district is defined in Title 18 as: "A district to encourage a more efficient use of land and public services by allowing, under certain circumstances, a more flexible means of land development than is otherwise generally permissible under lot-by-lot restrictions."

E. REASON FOR REQUEST

The proposed PUD complies with the basic land use category of the underlying zoning classification (CB-4) which has no minimum lot area, no minimum lot width, no setbacks from neighboring commercial, no maximum lot coverage, and no minimum parking requirements.

As stated in the application prepared by the Owner's consultants, the COVID-19 pandemic has resulted in providing spaces that can be isolated. The original PUD design had a mixed use building with a gym, pool, and office space sharing lobby space, stairways, elevators, etc. with residential condominium units.

The proposed amendment will move the gym space to one of the existing buildings on the south side of the block. The mixed use building will have 7,500 sf feet of commercial retail space on the ground floor but that space is isolated from the stairwells, and elevators serving the residential units.

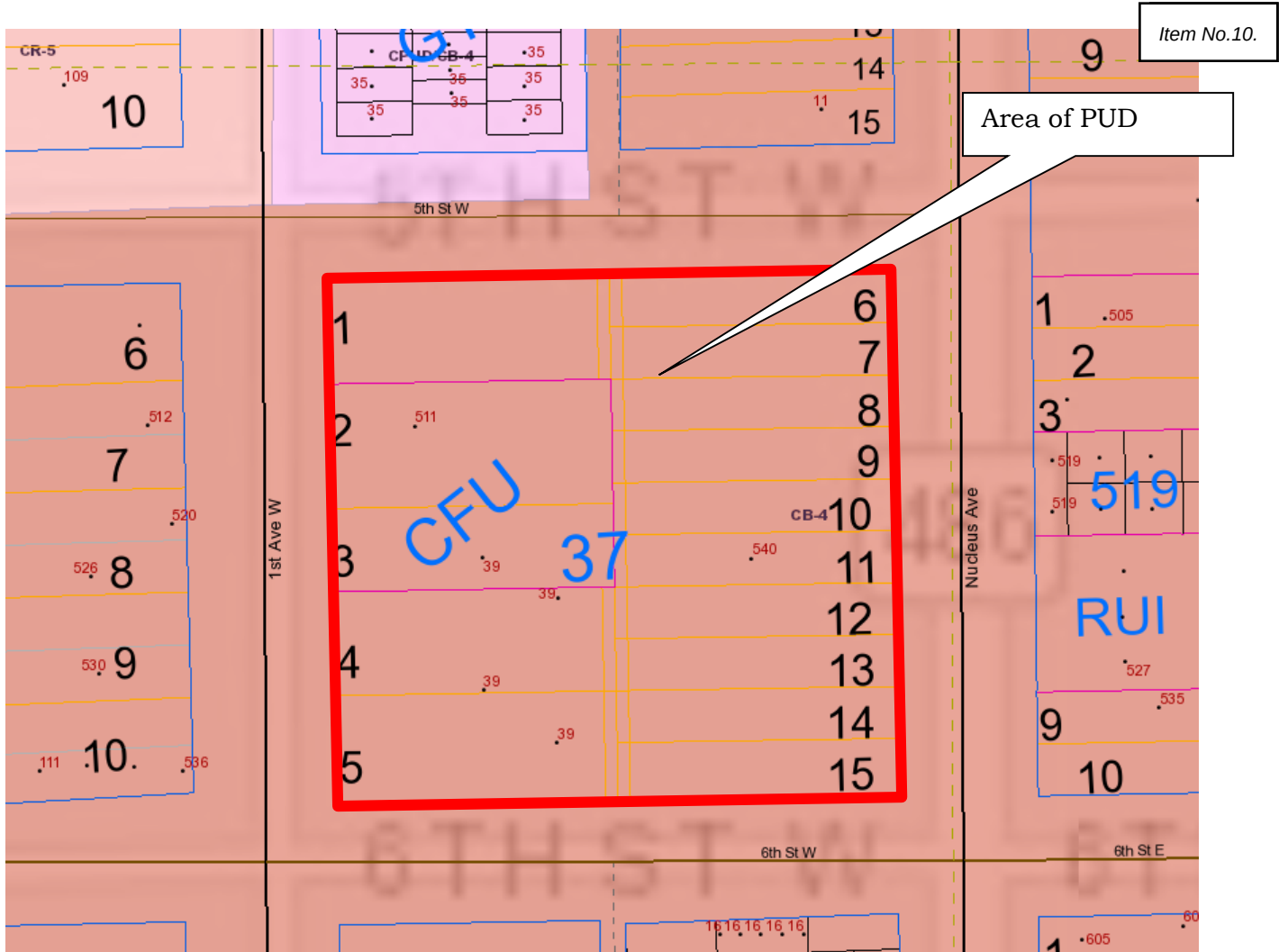
Because the proposed PUD Amendment eliminates the south building proposed in the initial PUD, the current request reduces the footprint of the applicable area by almost half as remodeling of existing commercial structures is a permitted use within the CB-4 zoning and would not require a PUD or CUP unless the remodel structure exceeds 10,000 sf.

F. EXISTING LAND USE

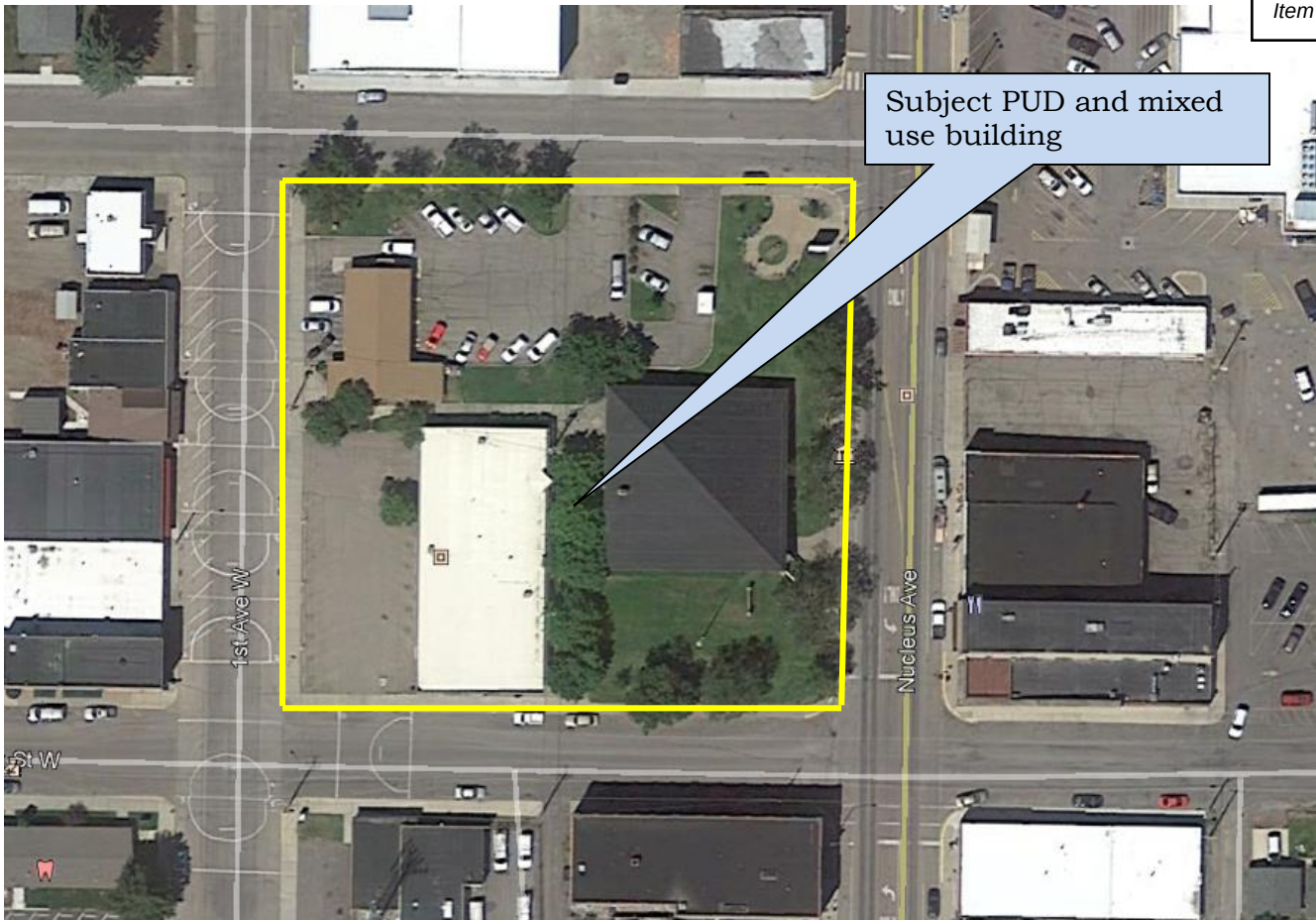
The subject property consists of three structures that made up the original Columbia Falls Bank complex. After the bank left, the buildings on Block 37 have been used for many different businesses and offices over the years.

G. ADJACENT ZONING AND LAND USE:

North	CB-4(PUD)	Multi Family Condominium/Masons Lodge
South	CB-4	Commercial/ Residential
East	CB-4	Commercial/Restaurant
West	CR-4	Office/Commercial



Source – Flathead County GIS



Source: Google Earth - Photo date 7/26/14

H. GROWTH POLICY DESIGNATION

The Growth Policy map shows the property is within the Commercial designation.

I. UTILITIES/SERVICES

The property is located inside the City limits of Columbia Falls.

<u>Water</u>	Columbia Falls Municipal Water
<u>Sewer</u>	Columbia Falls Municipal Sewer
<u>Fire Protection</u>	Columbia Falls City Fire Department
<u>Police Protection/</u>	Columbia Falls City Police
<u>Electricity</u>	Flathead Electric

J. LOT SIZE DETAILS

The site is made up of all of Block 37 of the original Columbia Falls Townsite. The block measures approximately 250 by 262 for total square footage of 65,500 which is 1.50 acres in size. The CB-4 zoning district does not have a minimum lot size, maximum lot coverage, minimum parking requirement and typically does not have setback requirements except when abutting residential zoned properties. As the property is in the downtown where buildings are intended to be built to the lot line, there is usually just a minimal amount landscaping required except when parking is proposed.

EVALUATION BASED ON STATUTORY CRITERIA

This request is reviewed pursuant to the criteria set forth in Section 76-2-304, M.C.A.; and as stated by the Montana Supreme Court; Chapters 18.348, Planned Unit Development Standards, and Chapter 18.428, Large Building Standards of the Columbia Falls Area Zoning Ordinance. The following findings are made:

1. Conformity to the Large Building Criteria as required in Columbia Falls Zoning Ordinance Section 18.428.

1. Facades and Exterior Walls:

- A. The proposed north building is greater than 60-feet in length and the applicants have incorporated numerous recess and projections along the façade of the building on all four sides to comply with these standards.
- B. All four sides of the building have windows and architectural elements such as belly bands, wainscot, and textural changes in siding materials. The Nucleus Avenue and Fifth Street frontages have covered sidewalks.
- C. The proposed building uses a combination of board and battens siding, shake siding and brick. The varied roof structures (Flat, Shed and hipped) provide architectural interest and break up the building facades.

2. Roofs and Parapets:

- A. The applicant chose a traditional, "Small Town Commercial" architectural style with flat roofs and parapets typical of small town commercial buildings. There will be roof top units (RTU) on the building. These will be situated on the building to screen the view.
- B. The parapets appear to meet the minimum standards and the parapets show a three dimensional cornice treatment. These will be reviewed in more detail at the time of building permit.
- C. The cornices have a three dimensional treatment.
- D. The applicant proposes flat roofs with cornices.
- E. The applicant is not proposing sloped roofs.
- F. The roof appears to have three plains/heights.
- G. The applicant is requesting a deviation from the CB-4 height standards of 35-feet. The applicant is requesting the maximum height of the buildings be 37+ feet for the main roof and the elevator shaft will extend up to 44.5 feet. The project went through the Columbia Falls Site Review process with the City departments and Chief Karl Weeks reviewed the height deviation from a health and safety standpoint. The multi-family building will be fully sprinkled as required by the IBC and the City's new ladder truck will provide access to the roof. In addition the applicant is providing roof access. Staff is recommending approval of the height deviation

3. Entrance:

The building has a front and rear entrance. The Nucleus Avenue entrances are located with recessed entry ways, canopy coverings and display windows. The 1st Avenue west entrance only appears to have a small canopy. This entrance will need to incorporate at least two more architectural elements from Section 18.428.050 of the Columbia Falls Zoning Ordinance.

4. Materials and Color:

- A. The proposed plan set shows a mix of exterior siding materials and colors.
- B. The applicant has suggested that the owner plans to use as much local labor and material as possible.
- C. The color of the structure is earth tone browns reflecting that of the wood and brick materials.

- D. The trim compliments the wall colors and is not bright.
- E. The applicant is not proposing any concrete block, tilt-up concrete, or smooth faced steel.

5. *Landscaping:*

- A. The site is in the urban downtown and made up of traditional city lots. Per code section 18.428.020, we may recognize that not all areas of the City fit all elements of the design requirements. In the instance of landscaping and open space, the Columbia Falls Downtown is an area with zero lot line setbacks and on-street parking so that the buildings embrace the pedestrian. The site plan does indicate that areas along the west and north sides of the building will have landscaping. There will also be planter boxes along the north side of the proposed building. The walkway from the parking lot to Nucleus and between the new north buildings and the existing south buildings indicates that there will be a renovated courtyard space. A detailed landscaping plan will need to be submitted with the building plan so that it can be approved as meeting the zoning regulations.



- B. The final landscape plan will insure an appropriate amount of landscaping is devoted to a downtown redevelopment project.

- C. The proposed building is in the downtown commercial district with zoning code that encourages buildings to the lot line. The traditional downtown development encouraged by the code and growth policy does not provide for large expanses of green space or preservation of native vegetation. The downtown is the heart of the urban area and the area that we promote the highest densities and intensities to create a vibrant commercial area
- D. The regulations require that large buildings on sites of less than 30 acres provide a 10-foot landscape buffer around the perimeter of the site. The intent of this standard is to provide some buffering and mitigate some of the shadowing effect on adjacent uses. This contradicts the intent of the downtown business district which wants structures to be up to the sidewalk to encourage pedestrian movement along the street. The proposed setback complies with the CB-4 zoning designation and larger setbacks would not be appropriate.
- E. The applicant is proposing two options which primarily impact parking:

Option 1: Construct 48 underground parking spaces below the proposed north building. The applicant will also utilize the existing 22 parking spaces associated with the existing southwest building. This option creates 70 off-street parking spaces.

Option 2: The applicant will not construct underground parking but instead will remove the southwest commercial building and reconstruct the surface parking lot to create 62 off-street parking spaces.

With Option 1, the applicant is not changing the parking configuration of the surface parking lot or changing the footprint of the existing building. Therefore this parking area would be “grandfathered” from the parking lot landscaping requirements. However in Option 2 where the southwestern building is removed and the parking lot will need to comply with the landscaping requirements. For example, there will need to be planter strips between the sidewalks along 1st Ave West and 6th Street West and the new parking lot.

The applicant may have to rebuild some of the sidewalk should it be destroyed during the construction of the new building. The entrance to the building connects to the sidewalks on the north, south and east sides of the building. A pedestrian alleyway provides pedestrian movement from the parking areas to the north and south buildings as well as Nucleus Avenue.

The applicant does not propose any parking isles greater than 30 spaces in length as required by code.

The parking lot does not exceed 120 spaces so it does not require segmenting into smaller lots.

No traffic calming (such as speed bumps or round-about) is proposed. The driving isle is only 132 feet long.

Grocery or box type stores are not proposed within the project so cart corrals are not proposed within the parking lot.

6. *Snow Storage.*

The applicant provided a site plan that lacks snow storage areas. The drainage plan will be reviewed by public works and a snow storage plan will be reviewed at that time.

7. *Lighting*

- A. At this point in time we do not have a sign package or lighting information for the building use which is typical for projects at this stage. Not many developers would go to the expense to design all of the building details when they don't know if they have approval to construct the building. The City of Columbia Falls requires all applicants to fill out a sign application and receive a sign permit from the City prior to erecting any signage. The City staff will review the sign permit application for compliance with the standards of the Columbia Falls Zoning Regulations prior to issuing a sign permit.
- B. The lighting package will be reviewed with the building plans for compliance with full shields and/or opaque shields for direct lights to walks, entrances and parking areas.
- C. The maximum height of the parking lot lights will be 18 feet.

8. *Pedestrian Circulation*

- A. There is a wide public sidewalk on all four sides of the property within the City's 5th Street, 1st Ave West, Nucleus Avenue, and Sixth Street right-of-ways. The applicant is proposing sidewalk along the south side of the north building which links First Avenue with Nucleus Avenue and all of the parking and buildings in between.
- B. The main entrances to the north and south buildings are at the sidewalk so pedestrian access is easily accommodated.
- C. As this is a downtown project, the public sidewalks provide the pedestrian access to the building and as the CB-4 zoning district has a zero lot line setback when abutting other commercial property a vegetated boulevard is not required.
- D. The existing/proposed surface parking lot provides access to the sidewalks on 1st Avenue and Sixth Street as well as the walkway connecting 1st Avenue to Nucleus. The proposed underground parking area provides access to stairwells within the building.
- E. There are no bicycle lanes proposed with the project.
- F. A trash receptacle for the public as well as bike racks will need to be a condition of approval.

9. *Community Space*

- A. As this project is in the downtown business district and fronted by four public sidewalks additional public pedestrian amenities are not applicable to this site.

10. *Trash and receiving*

- A. The applicant's site plat is showing a trash enclosure in the parking surface lot in both Options 1 and 2. The applicant will construct a site obscuring fence with gates around the dumpster site as indicated on the site plan. The applicant shall include plans for the refuse enclosure with the building plans.
- B. The developer is not proposing a loading dock.
- C. No outdoor storage is proposed.

2. **Does the requested zone comply with the Growth Policy?**

The mixed use building with commercial use on the ground floor along Nucleus Avenue and residential use in the rear of the main floor and 2nd and third floors promotes the

growth policy by providing a residential component to the downtown. These proposals allow long and short term residents can walk to shops and services which in turn promotes a vibrant downtown area. With the exception of the ground floor residential use, the proposal is in compliance with the zoning and with the Columbia Falls Growth Policy. If the governing body approves the PUD amendment the project will also be in compliance with zoning.

The Columbia Falls Growth Policy provides the following:

Chapter 2 – Growth Management

- Policy 6 Encourage infill development where full public services are available.
- Policy 10 Design and locate development to protect public health and safety; insure adequate provision of service; fit the character of its surroundings; and encourage the most appropriate use of the land. Community character shall represent the following values identified by the community in the public input process: scenic, small town ambience, outdoor lifestyle, western town, historic/cultural assets, national park gateway, wildlife, walkable community, winter sports.

Chapter 3 Land Use – Residential

- Goal 1 An adequate supply and mix of housing options (in terms of cost, location, type and design) to meet the needs of present and future residents.
- Policy 4.b Small high density residential districts are encouraged to be dispersed throughout the urban area. These districts should be located predominately near schools, buffering retail and business areas and adjacent to major streets.
- Policy 4.g High density areas should be fully served by urban infrastructure and service. This includes paved streets, curbs, sidewalks abutting residential lots, boulevards, and public sewer and water.

Chapter 4 Land Use – Commercial

- Policy 1.b. Utilize Planned Unit Developments as a tool to ensure that commercial areas provide appropriate buffers to adjacent residential areas and that all planned uses are compatible.
Central Business District:
- Policy 2a Work to promote redevelopment, revitalization of commercial buildings in the downtown core.
- Policy 2d Reinforce and take advantage of downtowns strengths, including its higher concentration of people, investment in buildings and infrastructure, intricate mix of land use, historic and architectural character, pedestrian orientation, and visitor attraction.
- Recognize that there are special parking considerations downtown which differ from other areas, encourage innovative parking management, effective regulation of on-street parking, shared parking provisions, parking standards that encourage reuse of upper floors, and provisions of public parking lots and structures.
- Support mixed use projects in this area which blend traditional commercial with office and residential housing opportunities.

- Policy 3 Continue to encourage the design of new commercial and multi-family developments to incorporate pedestrian access, well designed and landscaped off-street parking, integrated signage and the screening of storage areas and refuse collections areas.

The proposed PUD is being reviewed under the City's "Large Building" standards which were adopted right before the 2008 economic downturn. The Large Building standards incorporate many of the goals and policies of the Growth Policy as outlined above. The City has been looking to increase the residential presence in the commercial district as a way to boost growth in downtown area restaurants and retail services. The proposed condominiums also have the possibility of increasing the downtown tourist presence by offering short term rentals.

3. Is the requested zone designed to lessen congestion in the streets?

The parcel is located in the downtown business district where high concentrations of people and traffic are anticipated. Having a mixed use building with residential use within walking distance of grocery, restaurant, office, and dental businesses will reduce automobile congestion while potentially increasing the use of downtown businesses.

4. Will the requested zone secure safety from fire, panic, and other dangers?

The project was reviewed by the Columbia Falls Fire Chief and he is satisfied with the basic site plan. Items such as the required sprinkling and hose connections (FDC) will be reviewed at the time of building plan review. However the Fire Chief would like one FDC on Nucleus for the south building and the second FDC on Fifth Street for the north building. The property has good access to the City streets. The Fire Chief wants the turning radius on the internal parking lot of Option 2 to meet code for a 40-foot ladder truck. As stated previously, the Fire Chief will recommend roof access be provided to the new building.

Although not required the Fire Chief would highly recommend Knox Boxes be incorporated into the buildings at the FDC locations. The applicant has indicated in the application that they will provide Knox Boxes.

The Fire Chief also pointed out that the old bank building had a tunnel that ran from the main building to the drive-through and the old office building. If these tunnels remain, the applicant will need to insure that the parking lot driving isles can support a 70,000 pound ladder truck.

5. Will the requested change promote the health and general welfare?

The site is located well outside of any floodplains, wildland urban interface or other hazards. The subject property is zoned CB-4 which anticipates dense development and the project will connect to municipal sewer and water services.

6. Will the requested zone provide for adequate light and air?

The site is zoned CB-4 which is the downtown business district. In this district, buildings are expected to abut the sidewalk and touch or come close to touching the neighboring building.

7. Will the requested zone prevent the overcrowding of land?

The property is zoned CB-4 (Central Business) and this zoning designation anticipates intensive uses. Given the performance standards of the "Large Building" provisions, the location of the project in the downtown will not overcrowd the property.

8. Will the requested zone avoid undue concentration of people?

As stated previously the existing zoning anticipates large concentrations of people. The infrastructure is available to address the residential use which would be far less impacting than a comparably sized commercial building.

9. Will the requested zone facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements?

The project will redevelop an entire City block in the downtown although only the north building needs deviations through the proposed PUD Amendment. The project abuts four city streets with a significant commercial presence on three of those sides. There are city sidewalks on all adjacent streets. 5th Street connects to the school three blocks west of the project. A city park is located five blocks northeast of the property. The project will connect to municipal sewer and water services.

10. Does the requested zone give reasonable consideration to the peculiar suitability of the property for particular uses?

The proposed PUD does give consideration to the CB-4 zoning as it proposes all permitted uses. The first floor commercial along Nucleus Avenue compliments the neighboring commercial uses. The first floor residential on the west half of the building faces the first floor residential approved for the Duval site. The land use pattern mimics a traditional downtown business with the retail storefront along the street and storage or office space to the rear of the building. The second and third floor residential use is a recent trend in Columbia Falls but not new to historic downtowns. These residential units will utilize nearby commercial uses and provide a 24 hour presence in the downtown.

11. Does the requested zone give reasonable consideration to the character of the district?

The character of the neighborhood is primarily commercial with nearby restaurants, grocery, services, etc. In the past few years there has been new second/third floor residential added to the downtown as well and there is the existing second floor residential in the Nord Building. In this specific part of Nucleus, the commercial district is two blocks deep. The mixed use PUD and proposed height all fit within the fabric of the downtown and both the new and old construction.

12. Will the new zoning affect property values?

The existing uses consist of the original Bank of Columbia Falls building which is currently used for a gym, the old drive-through teller building which is not currently in a state to be rented out, and the old B & B store which currently has office space. None of these structures have been maintained very well for the last ten or more years and

are at the point they either need serious work or they be redeveloped as proposed in this application. The new structure and proposed remodeling should improve property values in the downtown area and perpetuate the trend of building owners investing and improving buildings in the historic business district of Columbia Falls.

13. Will the requested zone encourage the most appropriate use of the land throughout the municipality?

The property is zoned CB-4 (Central Business). Mixed use is encouraged in the downtown as the residential uses help support the commercial uses. The mixed use facilitates walkable communities by providing opportunity for people to walk or bike to work. The proposed use is exactly what the Columbia Falls Land Use documents encourage in the municipality.

SUMMARY

The PUD request conforms to the Columbia Falls City Growth Policy, and complies with the “Large Building” standards, and the findings as discussed above. The project will be fully served by Municipal services. The requested PUD allowing up to a 44.5 foot building is supported by staff and has been reviewed for public health and safety by the Columbia Falls Fire Chief.

RECOMMENDATION

Staff recommends that the Columbia Falls City-County Planning Board and Zoning Commission adopt Columbia Falls Planning Office Staff Report #CPUD-20-03 as findings of fact and recommend approval of the PUD subject to the following conditions:

1. The City Council approves a PUD in an area less than two acres.
2. The Ruis Holding 540 Nucleus Ave LLC PUD will allow the following deviations:
 - Building Height – The maximum building height is 37+ feet for the main roof line and 44.5-feet for the elevator tower
 - First Floor Residential – the west half of the ground floor may allow ground floor residential and at a minimum there will be 7,500 sf of commercial/retail space on the Nucleus Avenue frontage.
 - Approval of the PUD will allow the applicant to choose one of the two proposed options for off-street parking.
3. The project shall be built in substantial compliance with the submitted “Nucleus Mix Use” application and all accompanying drawings, as prepared by Montana Creative.
4. Prior to the submittal of plans for the building permit, the applicant shall work with the Columbia Falls Fire Chief for approval of the FDC locations, Knox Box location, roof access, and turning radius within the parking lot should the applicant go with Option 2.
5. The mixed use structures shall be fire sprinkled in accordance with the IBC.
6. Should the old bank tunnels remain, the applicant shall provide a Professional Engineer’s certification that the parking lot driving isles will support a 70,000 pound ladder truck.
7. Landscaping and landscaping features will generally follow the PUD plan with the understanding that the PUD plan is not a detailed Landscaping Plan. The applicants shall provide the City Manager a detailed Landscape plan. The landscape plan shall be

approved and the landscaping installed prior to the issuance of an occupancy permit. If, due to weather, the landscaping cannot be completed prior to occupancy, the applicant may enter into a developer's agreement with the City of Columbia Falls and provide security (bond or letter of credit) in the amount of 125% of the landscape improvements. The security amount will be determined by actual bid or licensed engineer. The developer's agreement will not be for longer than six months.

8. Any sidewalk or public infrastructure damaged by the demolition or reconstruction of the building shall be replaced per the Columbia Falls Public Works Standards.
9. All connections to sewer and water along with any work in the City's right-of-way shall require review and written approval from the Columbia Falls Public Works Director.
10. The City Planning/Zoning staff will review the sign permit application for compliance with the standards of the Columbia Falls Zoning Regulations prior to issuing a sign.
11. The applicant shall install a bike rack and trash receptacle in the parking lot and one bike rack on the Nucleus Avenue side of the site.
12. Any RTU will be screened or sited on the roof so that they are not visible from the public way.
13. The applicant will construct a site obscuring fence with gates around the dumpster site as indicated on the applicant's site plan. The refuse screening shall be included with the building permit plans.
14. The light details will be reviewed at the building permit stage to insure that they comply with the 18-foot height standards and that all lighting has full cut off and/or opaque shields.
15. The 1st Avenue West entrance will incorporate at least two more architectural elements from Section 18.428.050 of the Columbia Falls Zoning Ordinance
16. All conditions of the PUD shall be complied with prior to the issuance of the occupancy permit or otherwise addressed as provided for in this PUD.



Planning Department

130 6TH STREET WEST
ROOM A
COLUMBIA FALLS, MT 59912

PHONE (406) 892-4391

FAX (406) 892-4413

Item No.10.

PETITION FOR PLANNED UNIT DEVELOPMENT AMENDMENT

NAME OF APPLICANT: Ruis Holdings 540 Nucleus Ave LLC

MAIL ADDRESS: PO Box 1928 _____

CITY/STATE/ZIP: _ Columbia Falls, MT 59912___PHONE: 619-889-7749_

INTEREST IN PROPERTY: _Owner_____

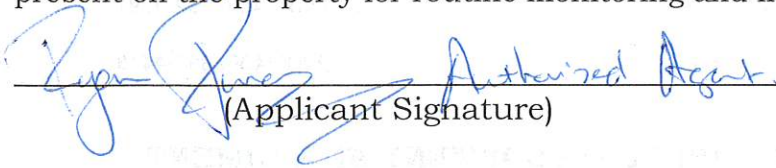
PLEASE COMPLETE THE FOLLOWING:

- A. Address of the property: 540 Nucleus Ave.
- B. Legal Description: COLUMBIA FALLS, S08, T30 N, R20 W, BLOCK 37, Lot 1-15
- C. On a separate sheet describe the proposed change(s) to the PUD and state specifically any language change and show in detail any drawing or map change.
- D. On a separate sheet describe the changed or changing conditions that make the proposed amendment necessary.
- E. Attach a copy of the original PUD. (Staff will provide this attachment)

HOW WILL THE PROPOSED CHANGE AFFECT THE FOLLOWING: (On a separate sheet provide the following information)

- A. PUD conformance with the Growth Policy.
- B. Effects of street congestion and provisions for safe ingress and egress.
- C. Promotion of safety from fire, panic and other dangers.
- D. Promoting the public interest, health, comfort, convenience, safety and general welfare.
- E. Preventing the overcrowding of land.
- F. Avoiding undue concentration of population.
- G. Facilitating the adequate provision of transportation, water, sewage, schools, parks and other public facilities.
- H. Giving reasonable consideration to the character of the district.
- I. Giving consideration to the peculiar suitability of the property for particular uses.
- J. Protecting and conserving the value of buildings.
- K. Encouraging the most appropriate use of land by assuring orderly growth.

The signing of this application signifies approval for Columbia Falls Planning staff to be present on the property for routine monitoring and inspection during approval process.


(Applicant Signature)

7-6-2020
(Date)

APPLICATION PROCESS

Pre-Application Meeting:

A discussion with the planning director or designated member of staff must precede filing of this application.

Completed application form.

Application fee per schedule, made payable to the Columbia Falls Planning Department.

The application must be accepted as complete by the Columbia Falls Planning staff **thirty-five (35) days prior** to the date of the planning board meeting at which it will be heard in order that requirements of state statutes and the zoning regulations may be fulfilled.

Application Contents:

1. Petition signed by the real property owners.
2. A map showing the location and boundaries of the property.
3. A title report of the subject property or other certified identification of all current owners and lienholders.

On a separate sheet describe the proposed change(s) to the PUD and state specifically any language change and show in detail any drawing or map change.

1. The original PUD application was for (2) buildings that exceeded the zoning height limits and required review of the large building standards and approval for exceeding the 35' allowed height requirement. The PUD was approved per our plans. This amendment to the original PUD would include the following:
2. A request for Residential units of the first floor of the revised North Building which requires City approval.
 - a. We are proposing to modify the originally proposed North building to the following;
 - i. Remove the Gym component of the building.
 - ii. Provide 48 Residential units with (15) two-bedroom units on both the second and third floors and (18) studio or one bedroom units on the West half of the first floor.
 - iii. Provide apx. 7,500 sf of commercial space on the first floor on the east half of the building along Nucleus Ave.
 - iv. The building will be the same height as the originally approved PUD.
 - v. The building will retain a similar exterior look and design as the original PUD with modifications to allow for the revised design. This design does meet the Large building design standards.
 - vi. Parking Options A & B.
Due to unknown costs and structural concerns at the time of this submittal we are proposing (2) options for parking related to the PUD and are asking for approval of either option at this time so the project can move forward in a timely manner with either option.

Option A is to provide 48 under building parking spots with access to the garage through the existing teller building location and tunnel system. The former Bank Building and Blue Building with its surface parking would remain as is with the current parking counts of 22 spots. In this proposal 70 parking spots would be provided. No parking spots are required in this zoning.

Option B is to remove the existing Blue building and provide surface parking on the SE portion of the block. With this revised site lay out we would be able to provide 62 Parking spots. The existing Tunnel system would be reviewed to see if it can meet the required loading to park and drive over it based on the City and Code requirements. If it cannot, it would either

be modified to allow the required loading or removed as required. No parking spots are required in this zoning.

- b. We will no longer be doing a new mixed-use south building as part of the PUD amendment. It is anticipated that the existing two buildings on the site will remain as part of the project and get renovated in future phases or removed as outlined in Option B of the parking request. Those future phases would meet the current zoning requirements but if any future additions pushed either building above the Large building thresholds or other zoning requirements that would require further conditional review, we would come back for a CUP for that project. Otherwise the existing parking and landscaped areas on the site will remain the same except as outlined on the plans to develop the new North Building.

On a separate sheet describe the changed or changing conditions that make the proposed amendment necessary.

3. Due to the recent Covid-19 pandemic and further economic review of the proposed project it has been determined that putting a series of residential units over a gym and pool space and another building with residential units over commercial and open parking spaces became economically unfeasible. The revised project provides a simpler North building to construct with stacked structural and plumbing and simpler mechanical systems by not incorporating a pool as part of the building. It also is more economical to use the one or two of the existing buildings on the site for future commercial and gym space and adding an attached stand-alone pool area in future phases vs. removing the existing buildings which is costly and building all of this space new.

The overall use of the site remains the same with the additional requested element to allow Residential units on a portion of the First Floor. We have located the Residential units on the West half of the building which faces internally to our block on the south and towards Glacier Courtyards on the North side west of the alley that has residences on the First floor. The West façade faces a series of smaller commercial buildings. By providing commercial space on the East Façade along Nucleus and on the North façade ½ way down the block we feel that the design presents a live edge along the active street front. Having the residential units facing other residential units along the west ½ of the block will provide an appropriate street front opposite of each other and should not have an overtly negative affect on the commercial units to the West. The current situation has a former teller building and parking spaces on the west end of the site that are not being used in any significant manner at this time. We anticipate that the design will keep a live commercial face and edge on the Nucleus side of the block and ½ way down the block to the west. The overall building looks as one building broken up in a series of different masses and should continue its commercial active feel on its North and West facades. The original design

had a pool and locker rooms in the spaces we are now proposing as residential and would have limited change in creating a live street face compared to what we are now proposing.

The residential units on the first floor are studio units and it is anticipated they and possibly the rest of the units will act much of the time as VRBO units. Nightly rentals are an allowed use in this district. Hotels, which these units will act in many ways like, are an allowed use in the CB-4 district.

The economic driver in buildings of this type in the Valley are the residential units, which as outlined in the already approved PUD, bring in people to live and visit providing an economic stimulus to the area and especially the downtown core. We are providing apx. 7,500 sf of commercial space at the most visible face as well as the residential units in the revised plan.

PUD conformance with the Growth Policy.

Chapter 2 – Growth Management

The prior design of the project was approved meeting the Growth Policy per the following outline. We feel that the original analysis of the project meeting the Growth Policy still is applicable:

- Policy 6 Encourage infill development where full public services are available
- Policy 10 Design and locate development to protect public health and safety; insure adequate provision of service; fit the character of its surroundings; and encourage the most appropriate use of the land. Community character shall represent the following values identified by the community in the public input process: scenic, small town ambience, outdoor lifestyle, western town, historic/cultural assets, national park gateway, wildlife, walkable community, winter sports.

Chapter 3 Land Use – Residential

- Goal 1 An adequate supply and mix of housing options (in terms of cost, location, type and design) to meet the needs of present and future residents.
- Policy 4.b Small high-density residential districts are encouraged to be dispersed throughout the urban area. These districts should be located predominately near schools, buffering retail and business areas and adjacent to major streets.
- Policy 4.g High density areas should be fully served by urban infrastructure and service. This includes paved streets, curbs, sidewalks abutting residential lots, boulevards, and public sewer and water

Chapter 4 Land Use – Commercial

- Policy 1.b. Utilize Planned Unit Developments as a tool to ensure that commercial areas provide appropriate buffers to adjacent residential areas and that all planned uses are compatible.
- Central Business District:
- Policy 2a Work to promote redevelopment, revitalization of commercial buildings in the downtown core.
- Policy 2d Reinforce and take advantage of downtowns strengths, including its higher concentration of people, investment in buildings and infrastructure, intricate mix of land use, historic and architectural character, pedestrian orientation, and visitor attraction.
- Recognize that there are special parking considerations downtown which differ from other areas, encourage innovative parking management, effective regulation of on-street parking, shared parking provisions, parking standards that encourage reuse of upper floors, and provisions of public parking lots and structures.

- Support mixed use projects in this area which blend traditional commercial with office and residential housing opportunities.

Chapter 7 Urban Design/Historic and Cultural Facilities

- Policy 3 Continue to encourage the design of new commercial and multifamily developments to incorporate pedestrian access, well designed and landscaped off-street parking, integrated signage and the screening of storage areas and refuse collections areas.
- The proposed PUD was reviewed under the City's "Large Building" standards which were adopted right before the 2008 economic downturn. The Large Building standards incorporate many of the goals and policies of the Growth Policy as outlined above. The City has been looking to increase the residential presence in the commercial district as a way to boost growth in downtown area restaurants and retail services. The first, second and third floor condominiums also have the possibility of increasing the downtown tourist presence by offering short term rentals.

Effects of street congestion and provisions for safe ingress and egress.

- The parcel is located in the downtown business district where high concentrations of people and traffic are anticipated. Having a mixed-use building with first, second and third floor residential use within walking distance of grocery, restaurant, office, and dental businesses will reduce automobile congestion while potentially increasing the use of downtown businesses. Access to the buildings parking is at a current teller location that during its operation had a much higher traffic pattern than what this project would anticipate at a similar location. The building is set back from the street face on the west end providing for visibility into and out of the garage access. The main traffic will exit onto a secondary street that people will then be able to disperse and then access primary streets from. Walking access into the building on the residential units will be available on the East and West ends as well as mid building on the south side. The commercial units primary access will be on the East facades along Nucleus.

Promotion of safety from fire, panic and other dangers

- The project will be reviewed by the Columbia Falls Fire Chief and based on the prior review we will incorporate the following aspects: An FDC on the East and West ends of the North Building. Knox boxes at the FDC locations. The building will be sprinkled and meet all fire and building standards. The project is bordered by City streets on (3) and possible (3 ½) sides and has open space around all faces of the building providing good access. There is no attic spaces on the building and will we provide roof top access through a central stairway and the building will be able to be accessed with a 40' ladder truck to the roof.

Preventing the overcrowding of land.

- The property is zoned CB-4 (Central Business) and this zoning designation anticipates intensive uses. Given the performance standards of the "Large Building" provisions, the location of the project in the downtown will not overcrowd the property. The proposed building has a smaller footprint than the original design.

Will the requested zone avoid undue concentration of people?

- The existing zoning anticipates large concentrations of people. The infrastructure is available to address the residential use on the first floor and the overall project which is 4 residential units less than what was originally proposed. The

residential use would be far less impacting than a comparably sized commercial use.

Will the requested zone facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements?

- The project will redevelop an entire City block in the downtown with the PUD requesting a use for the North 1/3 of the block. As such, the project abuts four city streets with a significant commercial presence on three of those sides. There are city sidewalks on all adjacent streets. 5th Street connects to the school three blocks west of the project. A city park is located five blocks northeast of the property. The project will connect to municipal sewer and water services.

Does the requested design give reasonable consideration to the character of the district?

- The character of the neighborhood is primarily commercial with nearby restaurants, grocery, services, etc. In the past few years there has been new second/third floor residential added to the downtown as well as an apartment building with residential units across from the building on the Northwest side. In this specific part of Nucleus, the commercial district is two blocks deep. The mixed-use PUD and proposed height all fit within the fabric of the downtown and both the new and old construction. The revised plan keeps two existing buildings that are part of the current fabric and will help keep the building elevations lower to provide more light onto the street from the west which was a concern of the original design. To this point, filling commercial spaces in the downtown core has been more difficult than residential tenants. This project provides for a reasonable amount of residential units on the site while still providing commercial space along the more desirable Nucleus street frontage. Placing commercial space on the North and West face would be a much more difficult space to fill based on the current economic dynamics of the downtown.

Giving consideration to the peculiar suitability of the property for particular uses.

- The property is zoned CB-4 (Central Business). Mixed use is encouraged in the downtown as the residential uses help support the commercial uses. The mixed use facilitates walkable communities by providing opportunity for people to walk or bike to work. The proposed use is what the Columbia Falls Land Use documents encourage in the municipality.

Protecting and conserving the value of buildings.

- The new design proposes renovating the existing Blue building and former Bank building and putting on a possible pool addition as part of a separate phase instead of tearing them down. With the upgrades we would anticipate seeing a much more attractive Blue building and a renovated former bank building with an updated façade while keeping more green space along Nucleus helping conserve aspects of the existing downtown. The new North Mixed-use building is proposing a Modern downtown façade with a historical look and built out of high-quality materials which will help bring added value and growth to the downtown core.

Encouraging the most appropriate use of land by assuring orderly growth.

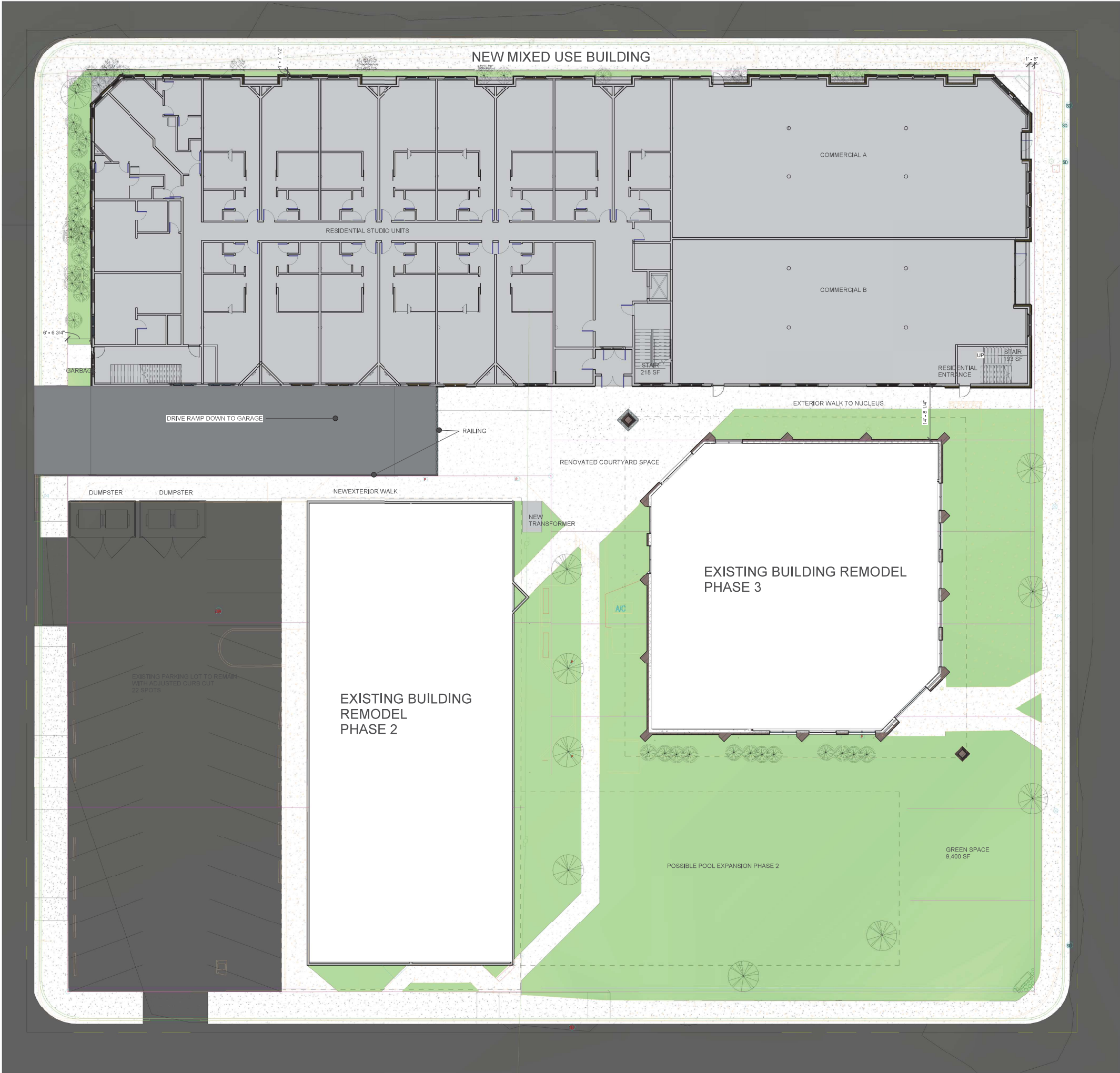
- The project is the same intended uses as the original design but is requesting to allow residential units on the first floor for the west half of the building. By maintaining and renovating the existing two buildings on the block and providing

for new commercial and residential units on the north 1/3 of the block we will be providing for appropriate growth in an underutilized area of the downtown core and be able to provide parking on site in appropriate numbers for the proposed buildings.

Item No.10.



2 ARCHITECTURAL SITE PLAN w/BACKGROUND
A2.0 1" = 100'-0"



1 SITE PLAN
A2.0 3/32" = 1'-0"

OPTION A SITE PLAN

NOT FOR CONSTRUCTION 7/6/2020

RUIS NUCLEUS MIXED USE OPTION A
COMMERCIAL AND CONDO UNITS
JCLEUS AVE
BLUMBIA FALLS, MT

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REVISION SCHEDULE		
#	DESCRIPTION	DATE

Project Number: 19-59
Date: 7/6/2020
Drawn By: Drafter
Checked By: Checker
Revision Date:

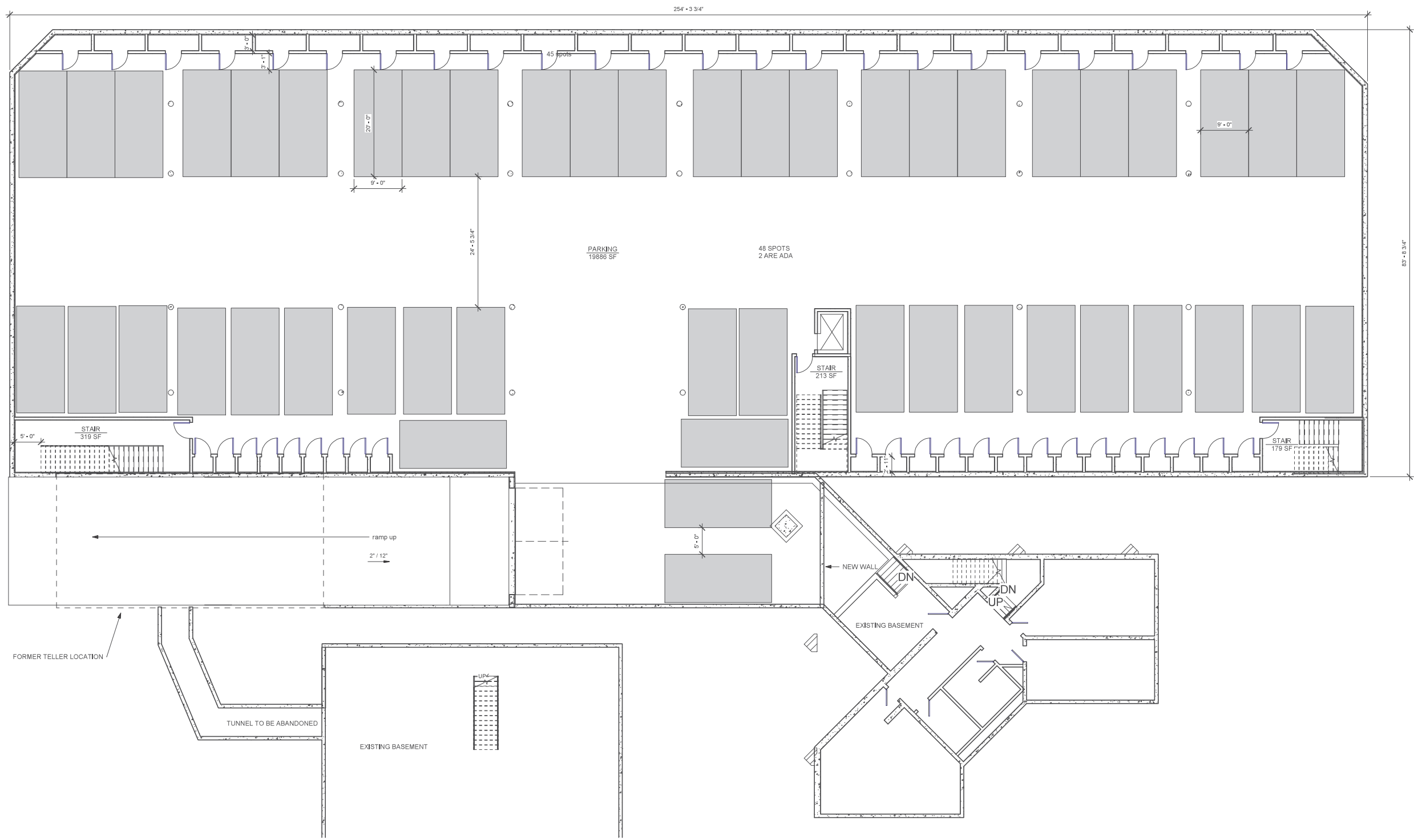
Item No.10.

19-5

Reg. No. 2832 Date: 7/6/2020
AARON J. WALLACE

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I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed architect under the laws of the State of Montana, practicing in Whitefish, Montana.



1 GARAGE
A2.1 1/8" = 1'-0"

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PARKING LEVEL

Item No.10.

19-5

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Project Number: 19-59
Date: 7/6/2020
Drawn By: Author
Checked By: Checker
Revision Date: 06/25/20

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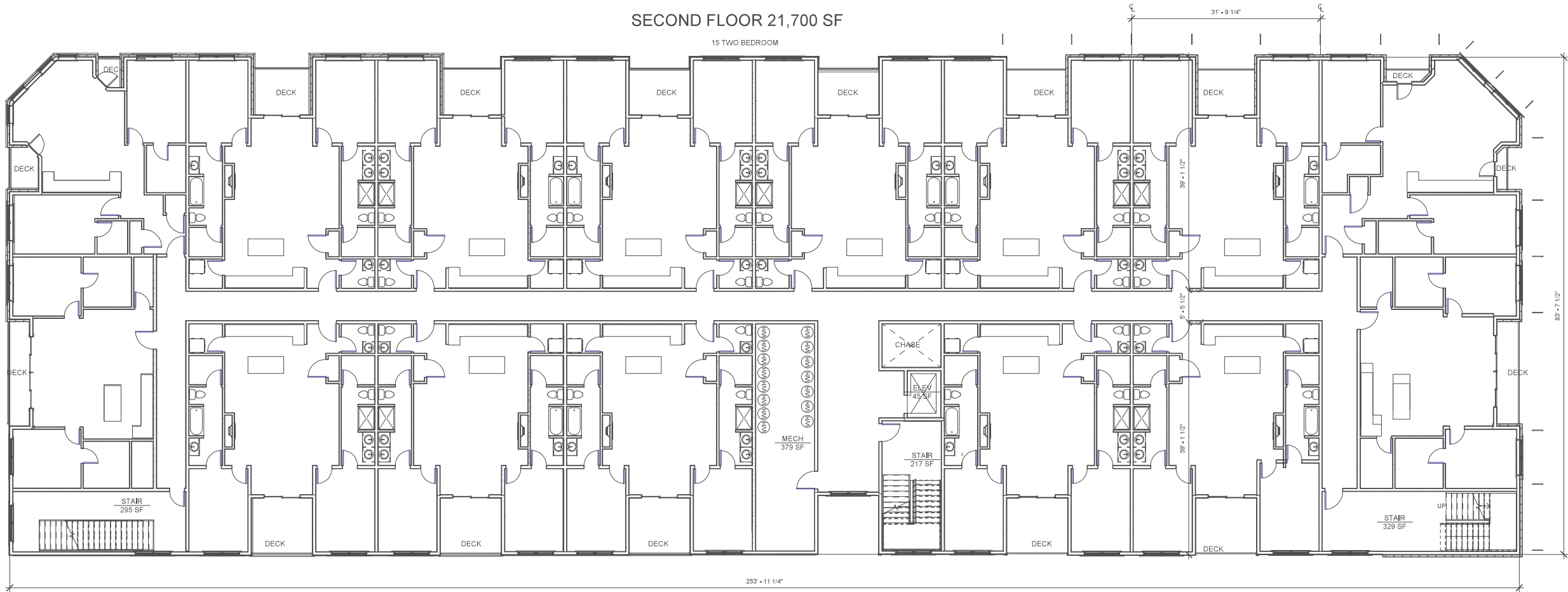
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1 SECOND FLOOR
A2.3 1/8" = 1'-0"

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Item No.10.

19-5

Reg. No. 2832 Date: 7/6/2020

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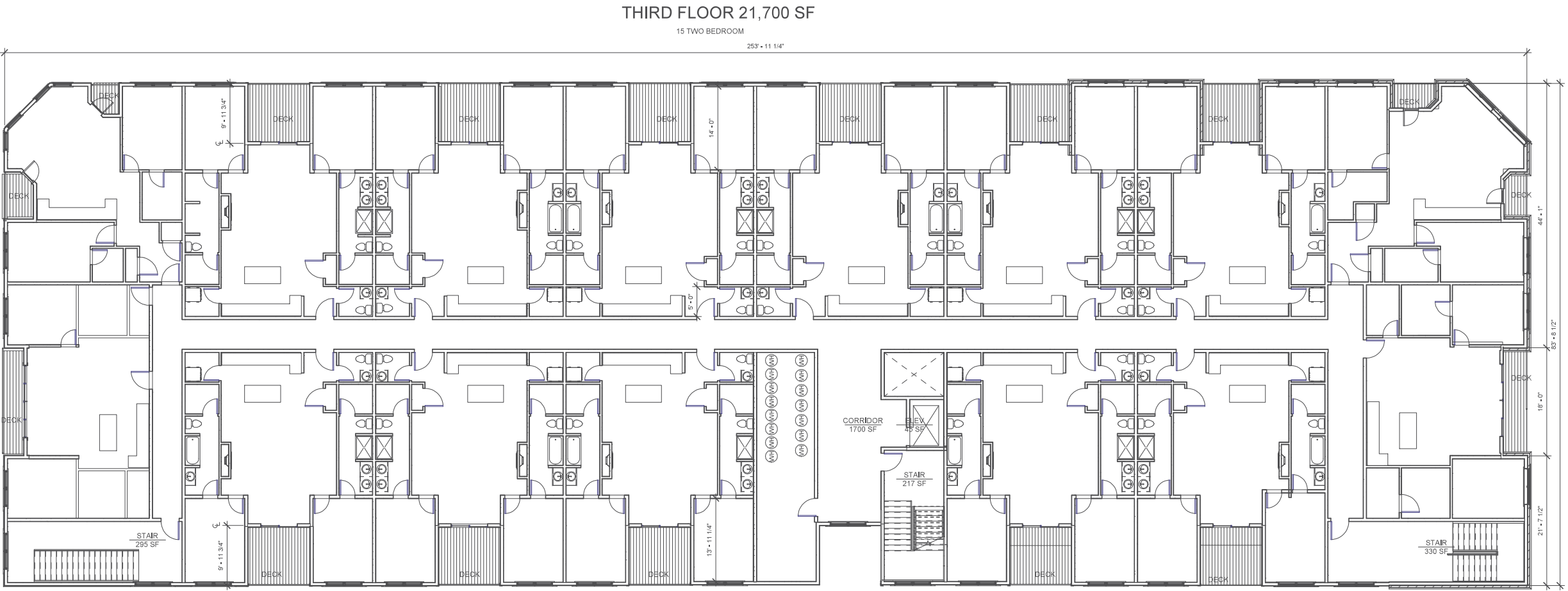


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SECOND FLOOR PLAN

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JCLEUS AVE
BLUMBIA FALLS, MT



1 THIRD FLOOR
A2.4 1/8" = 1'-0"

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19-5

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JCLEUS AVE
BLUMBIA FALLS, MT



1 EAST BUILDING ELEVATION
1/8" = 1'-0"



4 WEST BUILDING ELEVATION
1/8" = 1'-0"



3 SOUTH BUILDING ELEVATION
1/8" = 1'-0"



2 NORTH BUILDING ELEVATION
1/8" = 1'-0"

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BUILDING ELEVATIONS

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Date: 7/6/2020
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Checked By: Checker
Revision Date:

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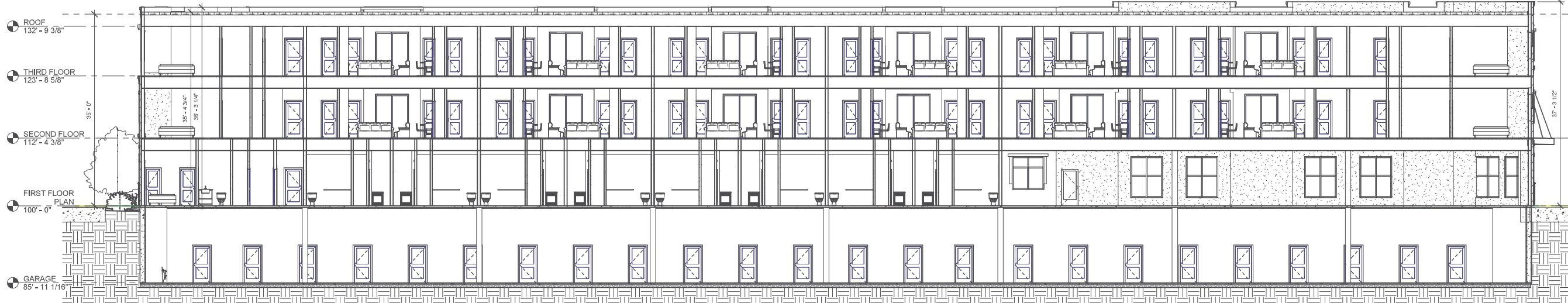
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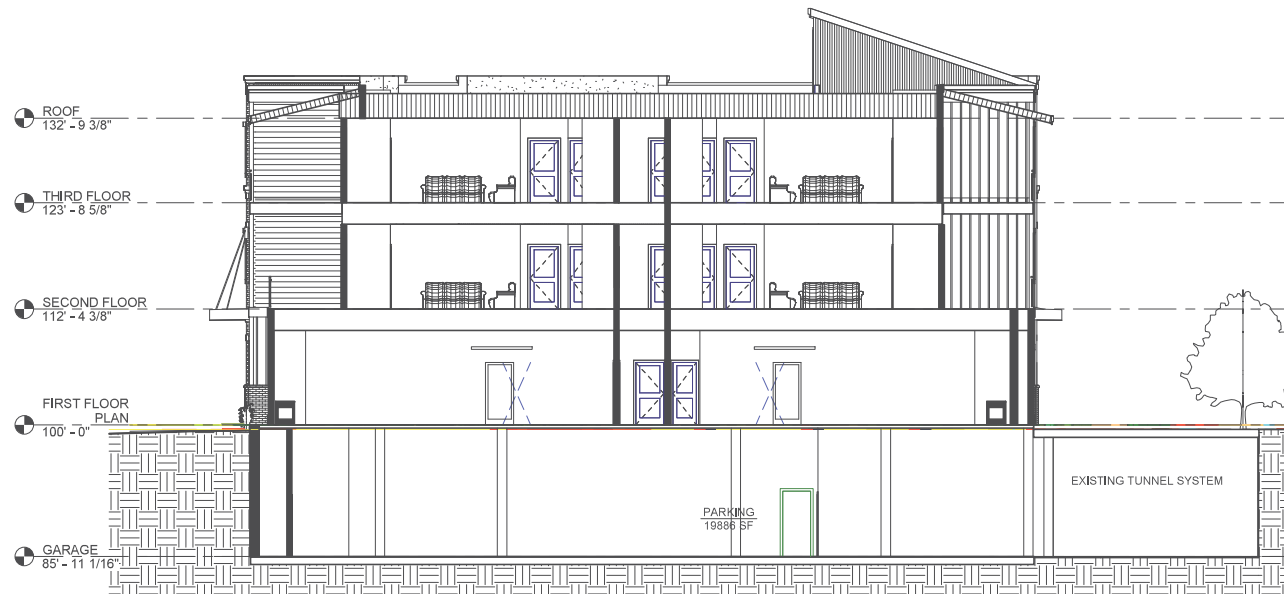
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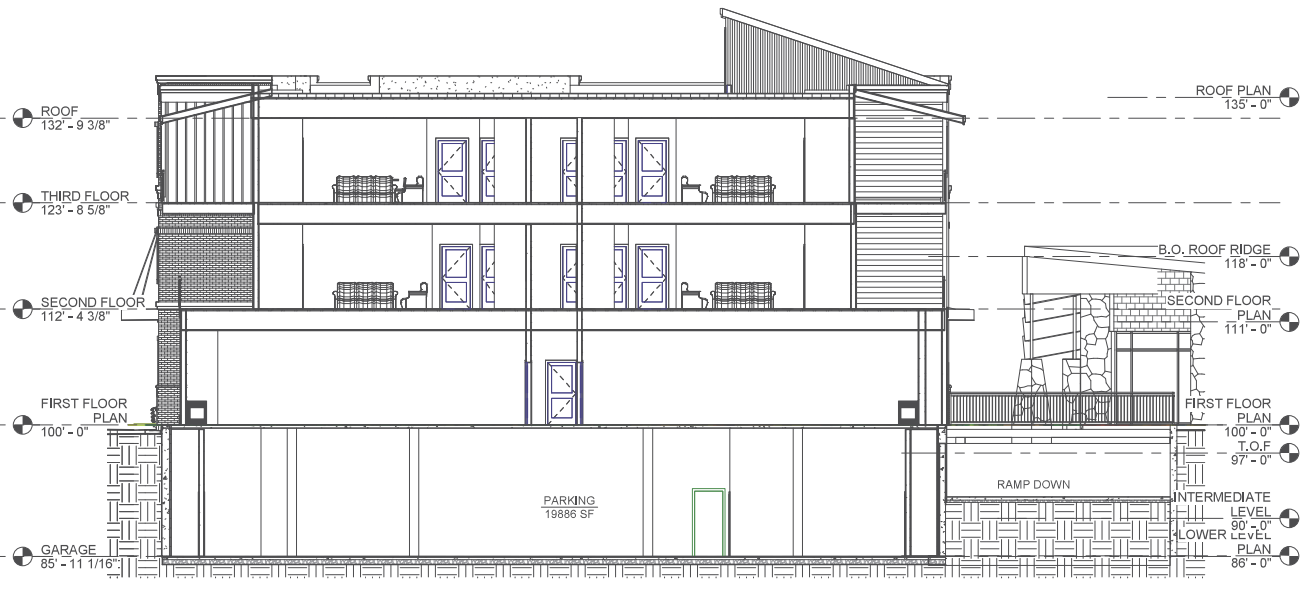
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BLUMBIA FALLS, MT



1 Section 4
A4.1 1/8" = 1'-0"



2 Section 2
A4.1 1/8" = 1'-0"



4 Section 6
A4.1 1/8" = 1'-0"



3 Section 1
A4.1 1/8" = 1'-0"

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BUILDING SECTIONS

RUIS NUCLEUS MIXED USE OPTION A
COMMERCIAL AND CONDO UNITS

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Project Number: 19-59
Date: 7/6/2020
Drawn By: Drafter
Checked By: Checker
Revision Date:

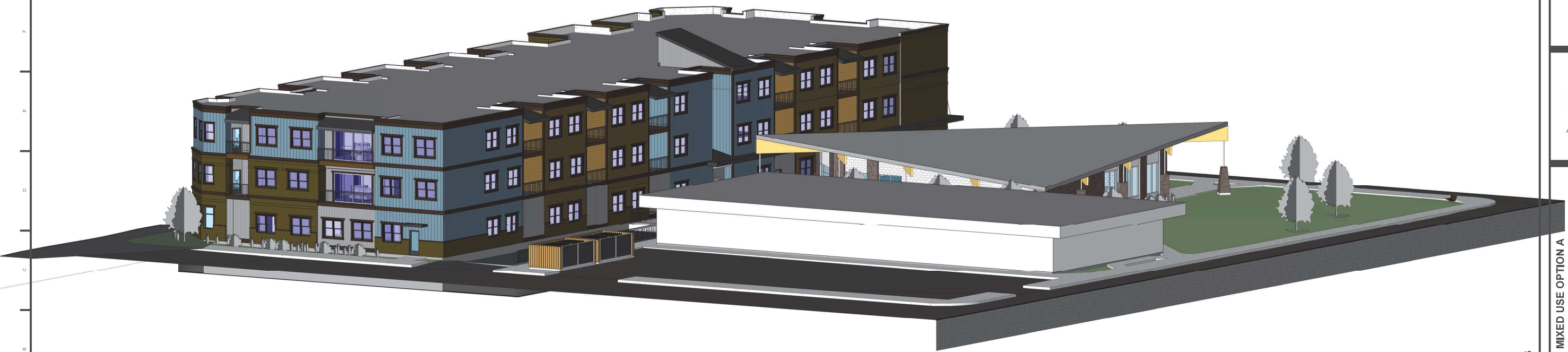
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19-5
Reg. No. 2832
Date: 7/6/2020
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I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed architect under the laws of the State of Montana, practicing in Whitefish, Montana.



1 FROM NE
A9.2



2 FROM SW
A9.2

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PERSPECTIVES

Item No.10.

19-5

Reg. No. 2832

Date: 7/6/2020

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Project Number: 19-59
Date: 7/6/2020
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Revision Date: 12/18/17

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1
A9.3 PERSPECTIVE FROM NE



6
A9.3 PERSPECTIVE FROM NW

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PERSPECTIVES

Item No. 10.

19-5

Reg. No. 2832 Date: 7/6/2020

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Project Number: 19-59
Date: 7/6/2020
Drawn By: Author
Checked By: Checker
Revision Date: 10/03/18

REVISION SCHEDULE		
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COMMERCIAL AND CONDO UNITS
JCLEUS AVE
BLUMBIA FALLS, MT



1
A9.4 PERSPECTIVE FROM SE



2
A9.4 PERSPECTIVE FROM SW

NOT FOR CONSTRUCTION 7/6/2020

PERSPECTIVES

Item No.10.

19-5

Reg. No. 2832 Date: 7/6/2020

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Project Number:	19-59
Date:	7/6/2020
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Checked By:	Checker
Revision Date:	01/24/20

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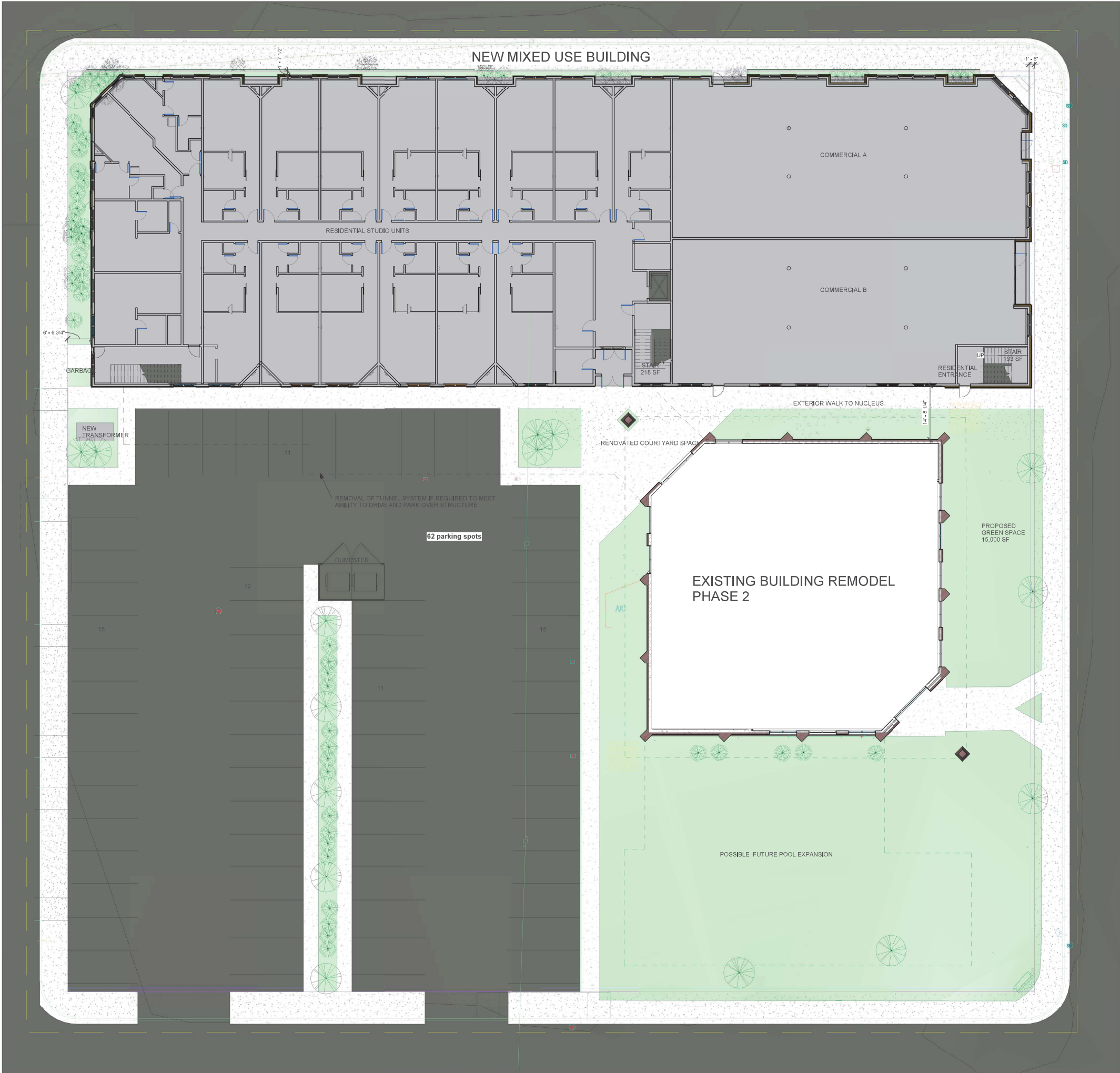


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RUIS NUCLEUS MIXED USE OPTION A
COMMERCIAL AND CONDO UNITS
JCLEUS AVE
DUMBIA FALLS, MT



2 ARCHITECTURAL SITE PLAN w/BACKGROUND
A2.0 1" = 100'-0"



1 SITE PLAN NO UNDER BUILDING PARKING
A2.0 3/32" = 1'-0"

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SITE PLAN, NO UNDER BUILDING PARKING

Item No. 10.

19-5

Reg. No. 2832 Date: 7/6/2020

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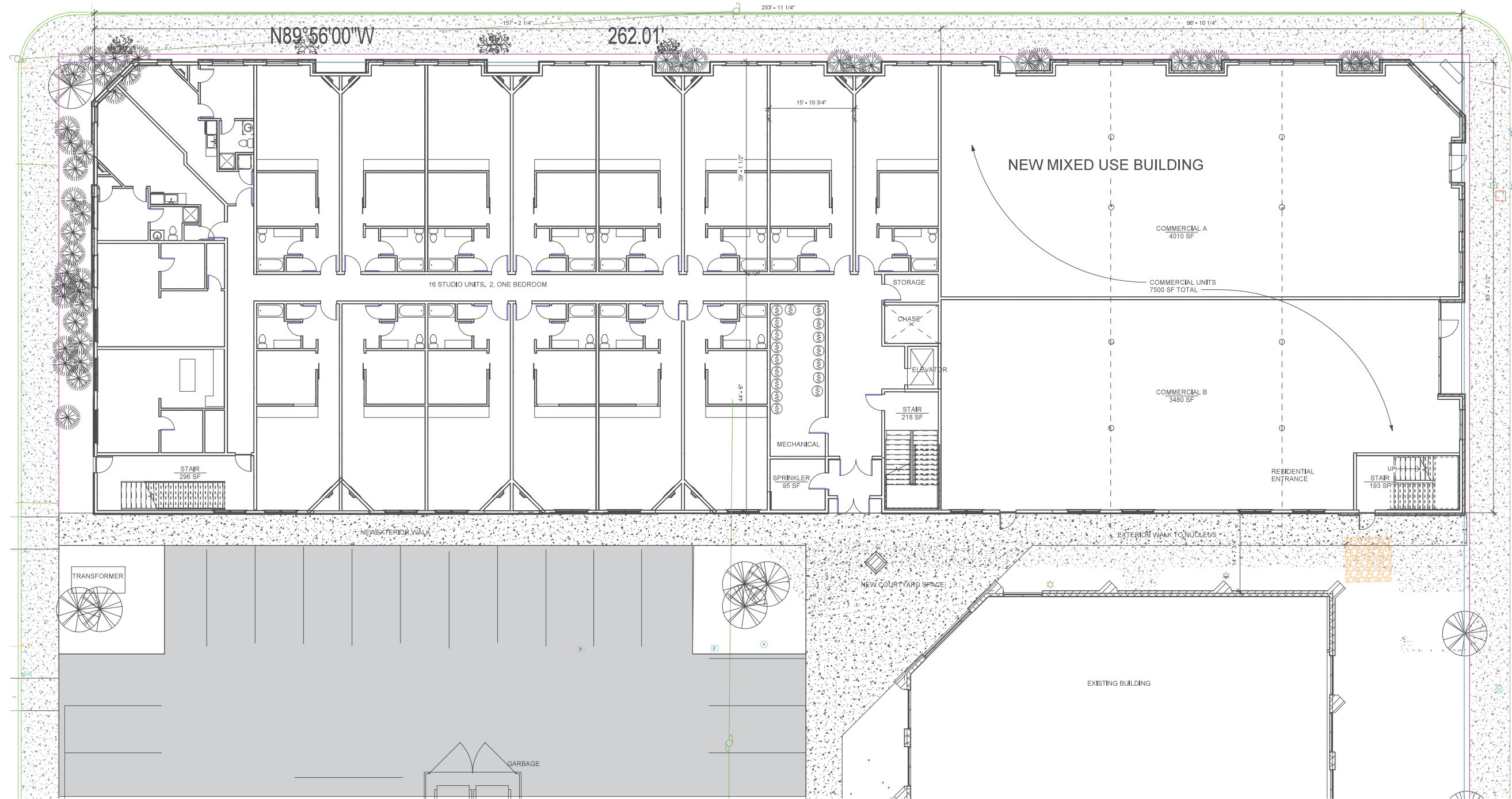
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RUIS NUCLEUS MIXED USE OPTION B
COMMERCIAL AND CONDO UNITS
JUCLEUS AVE
BLUMBIA FALLS, MT



1 FIRST FLOOR
A2.2 1/8" = 1'-0"

NOT FOR CONSTRUCTION 7/6/2020

Item No. 10.

19-5

Reg. No. 2832 Date: 7/6/2020

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REVISION SCHEDULE		
#	DESCRIPTION	DATE

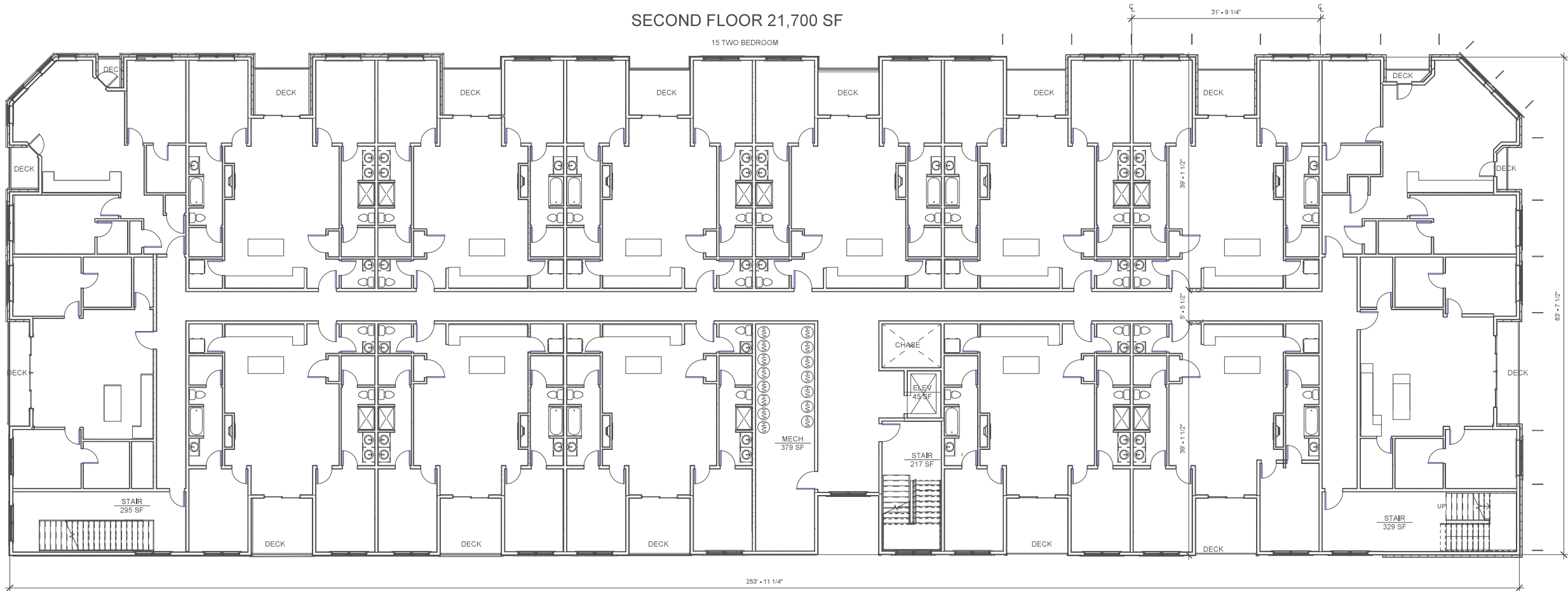
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FAX# 406.862.2153

RUIS NUCLEUS MIXED USE OPTION B
COMMERCIAL AND CONDO UNITS

JCLEUS AVE
BLUMBIA FALLS, MT



1 SECOND FLOOR
1/8" = 1'-0"

NOT FOR CONSTRUCTION 7/6/2020

Item No.10.

19-5

Reg. No. 2832 Date: 7/6/2020

AARON L. WALLACE

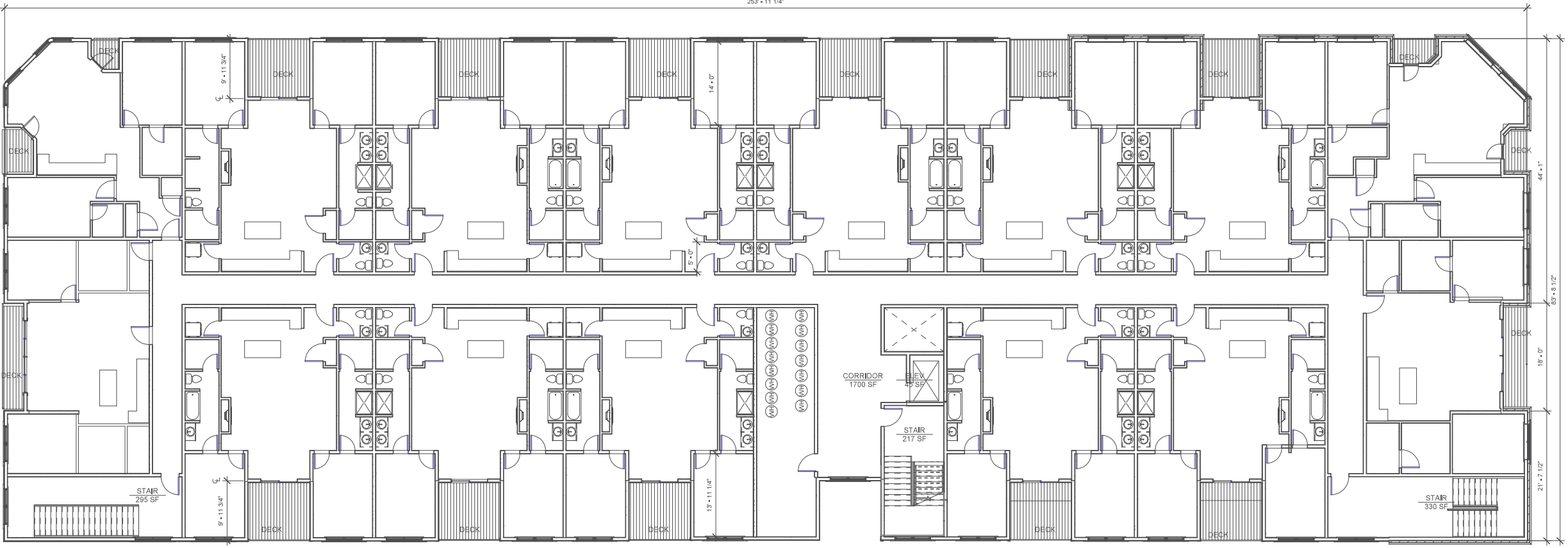
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Date: 7/6/2020
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Checked By: Checker
Revision Date:

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1 THIRD FLOOR
A2.4 1/8" = 1'-0"

THIRD FLOOR 21,700 SF
15 TWO BEDROOM
253' x 111 1/4"

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THIRD FLOOR

Item No.10.

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1 EAST BUILDING ELEVATION
A3.1 1/8" = 1'-0"



4 WEST BUILDING ELEVATION
A3.1 1/8" = 1'-0"



3 SOUTH BUILDING ELEVATION
A3.1 1/8" = 1'-0"



2 NORTH BUILDING ELEVATION
A3.1 1/8" = 1'-0"

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BUILDING ELEVATIONS

Item No. 10.

19-5

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Drawn By: AJW
Checked By: Checker
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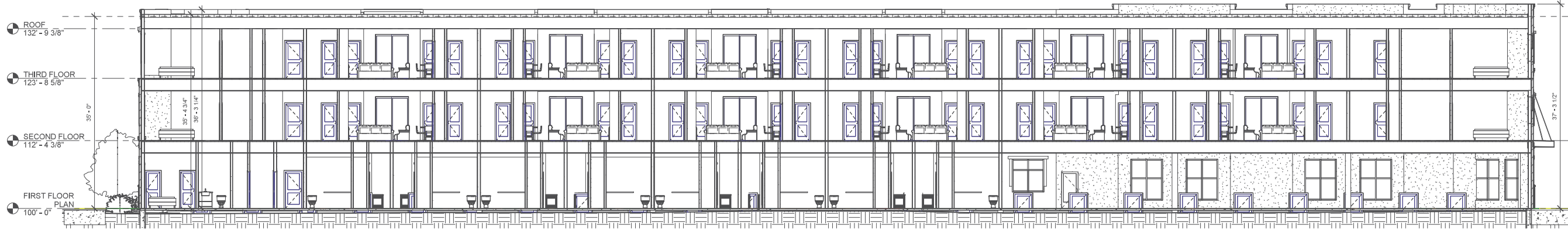
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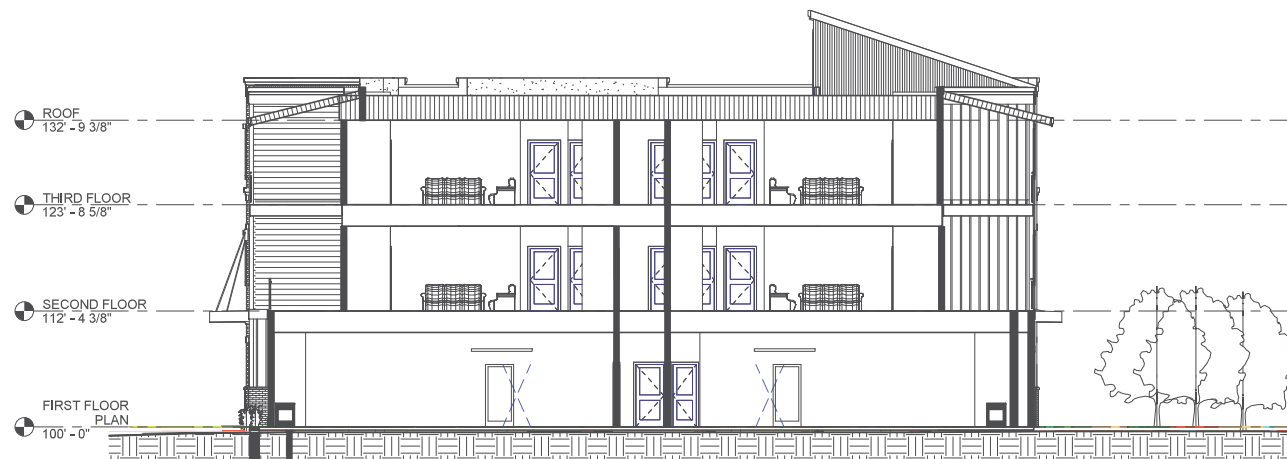
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COMMERCIAL AND CONDO UNITS

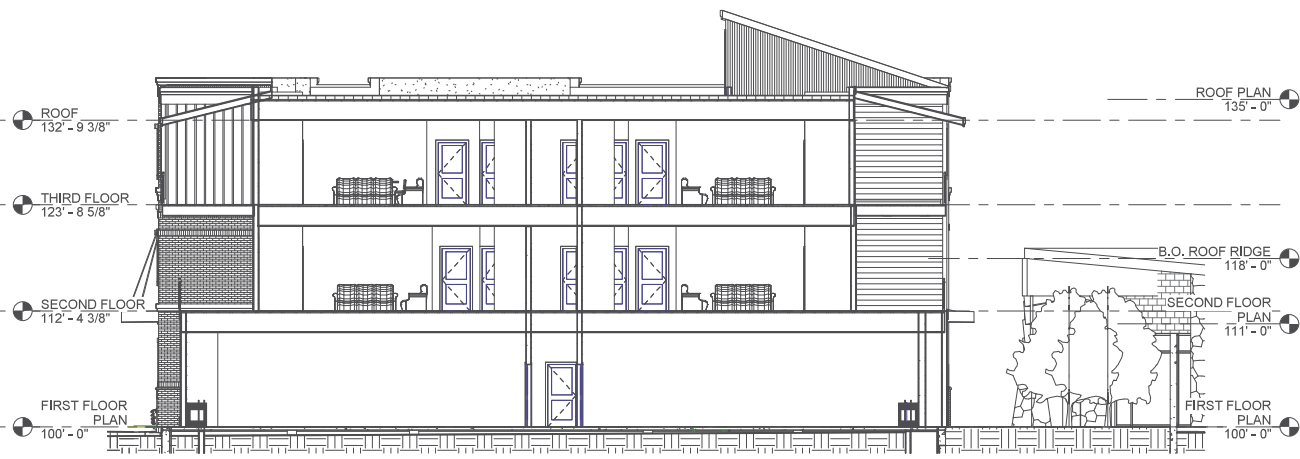
JCLEUS AVE
BLUMBIA FALLS, MT



1 Section 4
A4.1 1/8" = 1'-0"



2 Section 2
A4.1 1/8" = 1'-0"



4 Section 6
A4.1 1/8" = 1'-0"

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Item No.10.

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Reg. No. 2832 Date: 7/6/2020

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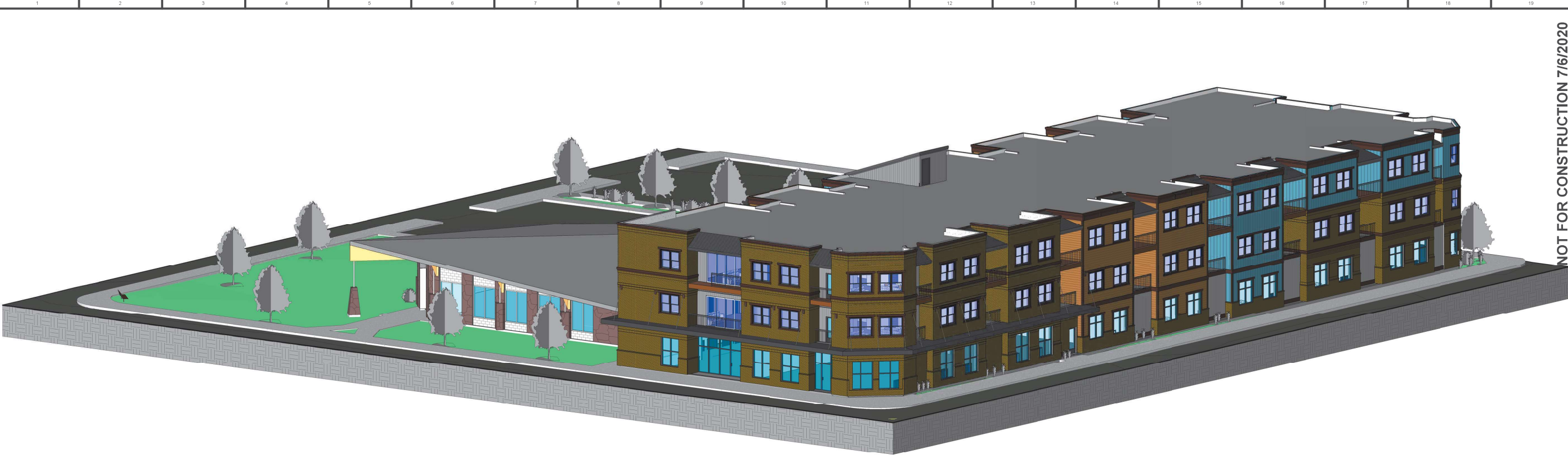
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JCLEUS AVE
BLUMBIA FALLS, MT



1 FROM NE
A9.2



2 FROM SW
A9.2

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PERSPECTIVES

Item No.10.

19-5

Reg. No. 2832

Date: 7/6/2020

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Project Number:	19-59
Date:	7/6/2020
Drawn By:	Drafter
Checked By:	Checker
Revision Date:	12/18/17

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COMMERCIAL AND CONDO UNITS
JCLEUS AVE
BLUMBIA FALLS, MT



1 PERSPECTIVE FROM NE
A9.3



6 PERSPECTIVE FROM NW
A9.3

NOT FOR CONSTRUCTION 7/6/2020

PERSPECTIVES

**TRUIS NUCLEUS MIXED USE OPTION B
COMMERCIAL AND CONDO UNITS**

NUCLEUS AVE
COLUMBIA FALLS, MT

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REVISION SCHEDULE

#	DESCRIPTION	D
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Project Number:	19-59
Date:	7/6/2020
Drawn By:	Author
Checked By:	Checker
Revision Date:	10/03/18

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Item No.10.



1
A9.4 PERSPECTIVE FROM SE



2
A9.4 PERSPECTIVE FROM SW

NOT FOR CONSTRUCTION 7/6/2020

PERSPECTIVES

Item No.10.

19-5

Reg. No. 2832

Date: 7/6/2020

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Project Number:	19-59
Date:	7/6/2020
Drawn By:	Author
Checked By:	Checker
Revision Date:	01/24/20

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COMMERCIAL AND CONDO UNITS
JCLEUS AVE
BLUMBIA FALLS, MT



130 6TH STREET WEST
ROOM A
COLUMBIA FALLS, MT 59912

Planning Department

PHONE (406) 892-4391

FAX (406) 892-4413

Item No.10.

July 21, 2020

Re: Public hearing notice for an Amended PUD for Ruis 540 Nucleus Avenue, LLC

Dear Adjacent Property Owner:

Our records indicate that you are the owner of property within 150-feet of the proposed project.

As the Planning Staff for the Columbia Falls Planning Jurisdiction, I am writing to provide you with a notice of a public hearing for an amended Planned Unit Development overlay at 540 Nucleus Avenue in Columbia Falls. The owner is amending the PUD to remove the planned three story south building and will instead remodel the former bank building instead of removing and replacing with a new building at this time. In addition, the owner is amending the north building to allow ground floor residential condominiums on the back half of the building but retaining retail/office space on the front half ground floor. The PUD is proposing two options for 48 parking spacing to serve the site. Option A would construct below grade parking under the north building. The second option would be to construct at grade parking where the old bank offices were located along 1st Avenue West. As with the original PUD, the building height for the north building will be 42'-8" to the top of the roof. The proposed development otherwise conforms to all of the zoning requirements. The property is described as Lots 1-15, Block 37, Columbia Falls Townsite in Section 8, Township 30 North, Range 20 West, P.M.M., Flathead County.

If you have question or comments concerning this matter, please call, visit or write me at City Hall. For written comment to be included in the Planning Board packet, it needs to be submitted to the City Clerk, 130 6th Street West, Columbia Falls, MT 59912 no later than Thursday August 6, 2020 or by email: staalandb@cityofcolumbiafalls.com. Written or emailed comment may be provided up to 5:00 pm on the day of the hearing, it will just be passed out at the hearing. You are also invited to present verbal or written testimony during the public hearing on August 11, 2020.

Sincerely,

Eric H. Mulcahy, City Planner

NOTICE OF PUBLIC HEARINGS

The Columbia Falls City-County Planning Board will hold a public hearing for the following item at their regular meeting on Tuesday, August 11th, 2020 at 6:30 p.m. at the Council Chambers of City Hall, 130 6th Street West, Columbia Falls, Montana. The Columbia Falls City Council will hold a subsequent hearing on Tuesday, September 8, 2020 starting at 7:00 p.m. in the same location. Both hearings will be conducted in accordance with the most current recommended and/or required public health and safety protocols in place at the time of the hearing. The City website, <https://cityofcolumbiafalls.org>, will contain updated information if there is any change to the planned hearings.

Request to establish a Planned Unit Development in the Columbia Falls Zoning Jurisdiction:

Ruis Holdings 540 Nucleus Ave LLC is requesting an Amendment to their Planned Unit Development overlay for the property located at 540 Nucleus Avenue which was the former Bank of Columbia Falls site. The owner is amending the PUD to remove the planned three story south building and will instead remodel the former bank building instead of removing and replacing with a new building at this time. In addition, the owner is amending the north building to allow ground floor residential condominiums on the back half of the building but retaining retail/office space on the front half ground floor. The PUD is proposing two options for 48 parking spacing to serve the site. Option A would construct below grade parking under the north building. The second option would be to construct at grade parking where the old bank offices were located along 1st Avenue West. As with the original PUD, the building height for the north building will be 42'-8" to the top of the roof. The proposed development otherwise conforms to all of the zoning requirements. The property is described as Lots 1-15, Block 37, Columbia Falls Townsite in Section 8, Township 30 North, Range 20 West, P.M.M., Flathead County.

Persons are allowed to attend the hearing(s), subject to the most recent public gathering restrictions enacted by County and State agencies at or prior to the time of the hearing. Persons are encouraged to submit written comments prior to the meeting. Written comments carry the same weight as public testimony given during the hearing. Written comments may be sent to Columbia Falls City Hall, Attention: Barb Staalnd, City Clerk, 130 6th Street West, Room A, Columbia Falls, MT 59912 or via email: staalndb@cityofcolumbiafalls.com. For more information on the proposed conditional use, please call Eric Mulcahy, Columbia Falls City Planner at 755-6481.

LEGALS

time of the hearing. Persons are encouraged to submit written comments prior to the meeting. Written comments carry the same weight as public testimony given during the hearing. Written comments may be sent to Columbia Falls City Hall, Attention: Barb Staaland, City Clerk, 130 6th Street West, Room A, Columbia Falls, MT 59912 or via email: staalandb@cityofcolumbiafalls.com. For more information on the proposed conditional use, please call Eric Mulcahy, Columbia Falls City Planner at 755-6481.

DATED this 21st day of July 2020

Susan Nicosia
Susan Nicosia,
City Manager/Planning & Zoning
Administrator
COLUMBIA FALLS CITY-
COUNTY PLANNING BOARD

July 26, 2020
MNAXLP

No. 27176

CITY OF COLUMBIA FALLS
NOTICE OF PUBLIC HEARING
The Columbia Falls City-County Planning Board will hold a public hearing for the following item at their regular meeting on Tuesday, August 11th, 2020 at 6:30 p.m. at the Council Chambers of City Hall, 130 6th Street West, Columbia Falls, Montana. The Columbia Falls City Council will hold a subsequent hearing on Tuesday, September 8, 2020 starting at 7:00 p.m. in the same location. Both hearings will be conducted in accordance with the most current recommended and/or required public health and safety protocols in place at the time of the hearing. The City website, <https://cityofcolumbiafalls.org>, will contain updated information if there is any change to the planned hearings.

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APPENDIX B

Phase I Engineering Report

**NUCLEUS AVENUE MIXED USE
ENGINEERING REPORT
Columbia Falls, Montana**

Prepared By:



Jackola Engineering & Architecture
PO Box 1134
Kalispell, MT 59903

Project No. 200909
Contact: Erik Garberg, PE
406-755-3208

Date
January 8th, 2020

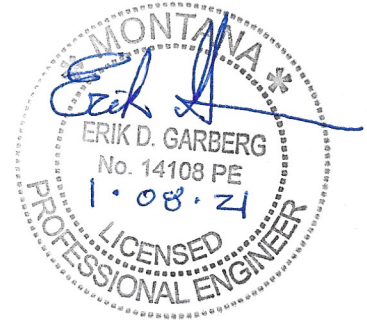


Table of Contents

1	Introduction.....	4
2	Water Distribution System.....	6
2.1	Engineer's Report	6
2.1.1	General Information	6
2.1.2	Extent of Water Works System	7
2.1.3	Alternate Plans	7
2.1.4	Site Conditions	7
2.1.5	Water Use Data.....	8
2.1.6	Flow Requirements.....	10
2.1.7	Sources of Water Supply	11
2.1.8	Proposed Treatment Process	11
2.1.9	Sewage Systems Available	11
2.1.10	Waste Disposal	12
2.1.11	Automation	12
2.1.12	Project Sites	12
2.1.13	Financing	12
2.1.14	Future Extensions	12
2.2	Plans	12
2.3	Specifications.....	12
2.4	Design Criteria.....	13
2.5	Revisions to Approved Plans	13
2.6	Additional Information	13
2.7	Deviations from Standards	13
3	Public Sewage System	13
3.1	Engineering Report	13
3.1.1	Problem Defined	13
3.1.2	Design Conditions	13
3.1.3	Impact on Existing Wastewater Facilities	16
3.1.4	Project Description	16

3.1.5	Drawings	16
3.1.6	Site Information.....	16
3.1.7	Alternative Site Selection	17
3.1.8	Environmental Impacts	17
3.1.9	Facility Plans	17
4	Stormwater	17
4.1	Methods of Design	18
4.1.1	Pre and Post Development Basin Information.....	18
4.2	Storm Sewer and Drywell System.....	21
4.3	Flow Control System and Conveyance Analysis	23
4.4	Maintenance of Stormwater Facilities	25

LIST OF APPENDICIES

A. INTRODUCTION

1. Proposed Site Utility Plan

B. WATER DISTRIBUTION SYSTEM

1. Fixture Unit Calculations
2. Fire Demand Calculations

C. PUBLIC SEWER SYSTEM

1. Sewer Flow Calculations

D. STORMWATER

1. NRCS Soils Report
2. Pre and Post Development Basin Maps
3. Storm Model Network Map
4. 10-Year Storm Calculations
5. Operations and Maintenance Plan

E. MISCELLANEOUS

1. Geotechnical Report
2. Notarized Letter to Engineer
3. Fire Truck Turn Exhibit

1 Introduction

The following report provides the required content and supporting documents for the Nucleus Avenue Mixed Use Project to satisfy both the City of Columbia Falls Engineering Standards and Montana Department of Environmental Quality (MDEQ) design circulars 1 and 2. The project consists of developing an approximate 1.5-acre property. The subject property is Block 37 of the Corrected Plat of Columbia Falls Montana, Section 8, Township 30 North, Range 20 West. Physically the property encompasses an entire city block and is bounded by Nucleus Ave., 6th Street West, 1st Avenue West, and 5th Street West to the east, south, west, and north respectively.

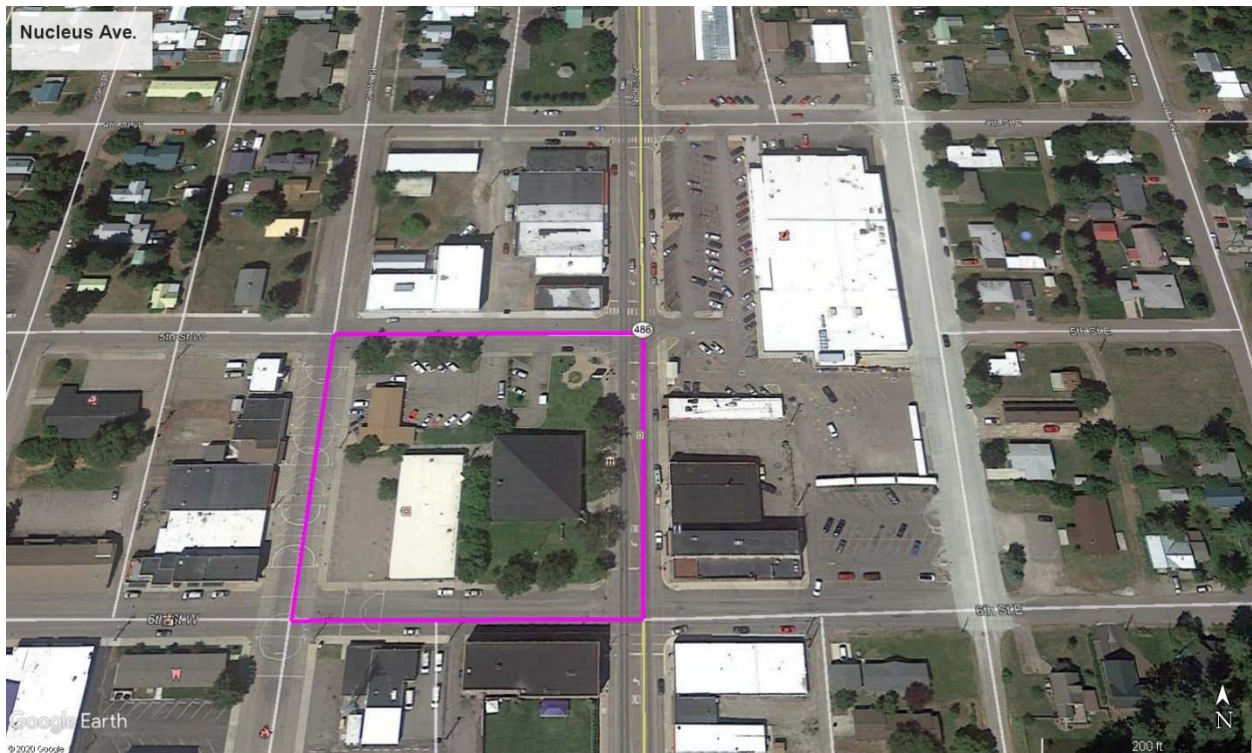


Figure 1 - Project Location

Currently the block serves three existing structures. There is an existing bank that has recently been converted to a cross fit gym in the southeast portion of the property. There is also an abandoned drive-thru teller station that previously served the bank in the northwest portion of the property. Lastly, there is an existing tenant improvement building in the southwest portion of the property. In addition to the structures, there are parking areas in the north and southwest corners of the lot to serve the gym and TI buildings respectively. Sewer services are provided to each building from the north, and water is provided from existing mains running in Nucleus and First Avenue West.

Dry utilities are provided via above ground and buried lines bisecting the block from north to south.

The project proposes to construct a large mixed-use building on the north 1/3 of the block. The building will consist of eighteen (18) studio apartments, thirty (30) 2-bed apartments, approximately 5,000 SF of retail space, as well as an additional laundry room. A parking lot will also be built in the southwest quarter of the block to serve the proposed building. Lastly, there is an existing cross-fit gym located in the southeast portion of the property that will remain in place. The project will require a considerable amount of demolition work, and as a result, the sewer service to the existing gym will be removed and subsequently replaced. Additionally, new sewer and water services will be constructed for the new mixed-use building requiring the extension of the existing sewer main from the alley to the south of the project.

A 3" domestic water service will be extended to the new building from an existing 10" main running in 1st Ave West. An additional 6" fire service will be extended to the building from the same 10" main. The project will not require an extension of a public water main. In terms of water supply and treatment, the development will be served by the City of Columbia Falls. Because the City of Columbia Falls is licensed as Water System No. MT0000181, the development is in compliance with MDEQ standards regarding water supply and treatment. A more detailed description and analysis regarding the water distribution system is provided in Section 2.

Sewer services will be provided via an 8" sewer main extension. The main will be extended approximately 250' from the south and terminate in a new starter manhole. An 8" sewer service will be extended to serve the building, and a new 4" service will be extended and pass through a 1500-gallon grease interceptor to allow the building to accommodate a possible restaurant in the commercial space. Additionally, a second 4" service will be extended to serve the existing gym. Wastewater will ultimately be conveyed to the City of Columbia Falls Wastewater Treatment Plant which holds an active major MDPES permit (MT0020036). Therefore, wastewater treatment is in compliance with MDEQ standards. A more detailed description and analysis of the sewer system is included in Section 3.

A stormwater system to meet City of Columbia Falls standards of a 10-year event is proposed as part of the development. Details regarding the specifics of the system are provided in Section 4.

Nucleus Avenue Mixed Use - 5

Lastly, the City of Columbia Falls Fire Chief has requested that the proposed parking area can accommodate a turn radius for 40' ladder truck. An exhibit is provided in the technical appendices showing the current design accommodates this criteria.

A proposed site utility plan showing all sewer, water, and storm infrastructure is provided in appendix A.1.

2 Water Distribution System

Section 2 covers the Engineering Report for the water distribution system following the format per MDEQ Circular 1. It should be noted, however, that water distribution system is not subject to DEQ review since the project will not require a water main extension.

2.1 Engineer's Report

2.1.1 General Information

a. Description of the existing waterworks and sewer facilities

There is a 10" water main running to the west of the site in 1st Ave. West, and there is a 16" water main running to the east of the site in Nucleus Ave. Additionally, there is a starter sewer manhole with an existing 8" gravity sewer main that runs to the north from the site. Both the water and sewer mains serve the buildings on the site as well as residential and commercial districts surrounding the site. The water and sewer mains are served and maintained by the City of Columbia Falls.

b. Identification of the Area or Municipality to be Served

The subject property is Block 37 of the Corrected Plat of Columbia Falls Montana, Section 8, Township 30 North, Range 20 West. Physically the property encompasses an entire city block and is bounded by Nucleus Ave., 6th Street West, 1st Avenue West, and 5th Street West to the east, south, west, and north respectively in downtown Columbia Falls.

c. Name and mailing address of the owner, developer, and official custodian

The name and address of the owner and developer is:

Ruis Holdings
PO Box 1928
Columbia Falls, MT 59912

The official Custodian of all public utilities will be the City of Columbia Falls.

2.1.2 Extent of Water Works System

a. Description of the nature and extent of the area to be served

The water services will provide potable water and fire services to the development. The development includes of a large mixed-use building consisting of eighteen (18) studio apartments, thirty (30) 2-bed apartments, approximately 5,000 SF of retail space, as well as an additional laundry room. A small portion of the domestic water will be used to provide irrigation for common greenspace throughout the development.

b. Provisions for extending the water works system to include additional areas

There is potential that a new building will eventually replace the existing cross-fit gym in the southeast block corner. When/if this happens, a new water service would be extended from the 16" main running in Nucleus Ave. It is not anticipated that any future development would require an extension of an actual water main.

c. Appraisal for future requirements

Not Applicable

2.1.3 Alternate Plans

Alternate plans were not considered.

2.1.4 Site Conditions

a. The character of the soil which water mains are to be laid

A geotechnical report conducted by Alpine Geotechnical LLC (Field work conducted 10/23/20) found previously placed fill material consisting of gravel,

silt, sand, and organic topsoil from 2 to 3 feet beneath existing grade. Below this depth, soils consisted of coarse grained poorly graded gravel with silt and sand extending to the depths of the boreholes (~7-25' below existing grade). There was also no evidence of groundwater, although one borehole noted a moist, possibly a seepage zone, between 5-5.5' below existing grade. The geotechnical report is provided in appendix E.1.

b. Foundation conditions prevailing at sites of proposed structures

The geotechnical report identified that previously placed fill materials within the top 2 to 3 feet of the soil profile would need to be replaced with structural fill for proposed structures. Alternatively, the report noted that if existing soils are processed to remove organic material and particles larger than 4", the reprocessed soils could then be used for structural fill.

c. Approximate elevation and flow direction of ground water in relation to subsurface structures

Groundwater was not observed in any boreholes. Further, subsurface soils were coarse (e.g. well-drained) to borehole depths (up to 25 feet below existing grade). It is therefore anticipated that groundwater is not present within at least the top 25 feet of the soil profile. This indicates that subsurface structures will be well above groundwater depths. Groundwater flow is assumed to go towards the Flathead River which lies to the southeast of the site.

2.1.5 Water Use Data

a. Estimated population which will be served by the expanded system

The estimated population which will be served by the expanded system is 523. This estimate is based on a total of thirty (30) 2-bedroom units at 2.5 people per unit, 18 studio apartments at 1 person per unit, and 3 commercial spaces at an assumed 10 employees per space. Additionally,, the owner may include a restaurant in one of the commercial spaces. The restaurant could include up to 100 seats, and could serve up to 400 customers over the course of the day.

b. Present water consumption and the projected average and maximum or daily demands or peak instantaneous demand including fire flow.

The property was previously developed as a bank and a tenant improvement professional office building. The entire city block (~1.5 acres) was used as commercial space. Based on City of Kalispell recommended water demand

planning values, general commercial space is assigned a water use demand of 870 GPD/AC. For a 1.5-acre parcel, this amounts to 1,305 GPD.

Water demand will increase due to the mixed-use building. Average daily demand is estimated based on population and wastewater planning values provided in Montana DEQ-Circular 4. Peak daily demand, alternatively, is estimated with the AWWA M22 fixture unit method. The fixture unit method estimates peak water demand based on the quantity and type of plumbing fixtures used in the building. The average daily demand and peak instantaneous flow are 8,240 GPD and 200 GPM respectively. The underlying table summarizes the calculations. Fixture unit calculations were taken from the mechanical and plumbing plans for the building.

Table 1. Water Demand Summary			
<i>Average Daily Demand</i>			
Source	Unit	Flow	Total Flow
		(GPD/Unit)	(GPD)
Eighteen (18) Studio Apartments at 1 Person Per Apartment	18	60	1080
Thirty (30) 2-Bed Apartment at 2.5 People per Apartment	75	60	4500
General Commercial Space (e.g. store) Employee	30	10	300
General Commercial Space (e.g. Store/Restaurant) Customer	400	3	1200
Two (2) Laundry Machines	2	580	1160
Total (GPD)			8240
Total (GPM)			5.72
<i>Peak Daily Demand--Using Fixture Unit Method</i>			
	Unit	<i>Peak Instantaneous Flow Rate</i>	
		(GPM)	
Total Fixture Units	856	200	

Fire flow requirements are based on the Uniform Fire Code. The Uniform Fire code states that hydrant fire flows are a function of gross floor area and construction type. Additionally, a reduction of up to 75% in hydrant flow is permissible provided that approved fire suppression sprinklers are installed within the building.

The proposed development will incorporate type Vb construction, and the gross floor area of the building is 64,000 SF. Per the 2012 Uniform Fire Code, a 64,000 SF building must obtain a fire flow of 6,750 GPM at 20 PSI for 4 hours. However,

because the building will incorporate fire sprinklers, the fire demand can be reduced by 75%, which results in the following fire demand flow:

$$\text{Fire Demand} = 6,750 \text{ GPM} \times (1 - 0.75) = 1,688 \text{ GPM}$$

Thus, the peak instantaneous demand for fire flow is 1,688 GPM with the 75% reduction.

c. *Unusual Occurrences.*

None.

d. *Current estimated percent of unaccounted water for the system and the estimated reduction of unaccounted for water after project completion*

None.

2.1.6 Flow Requirements

a. *Hydraulic analyses based on flow demands and pressure requirements*

To verify the required domestic flow requirement (200 GPM @ 35 PSI), and fire flow requirement (1,688 GPM @ 20 PSI) a hydrant flow test was performed on a fire hydrant adjacent to the site. The hydrant was tested and had 86 PSI static pressure, 80 PSI residual pressure, and a flow of 1300 GPM. A hydrant analysis was then used to simulate flows through the hydrant at a minimum working pressure of 35 PSI and a minimum fire flow pressure of 20 PSI. At these pressures, the resulting flows were 4,129 GPM and 4,745 GPM respectively. The underlying table summarizes the hydraulic analysis, and detailed calculations can be found in appendix B.2.

Table 2. Hydrant Test and Flow Analysis			
<i>Hydrant Inputs</i>			
Hydrant Location	Static Pressure	Residual Pressure	Measured Flow
	(PSI)	(PSI)	(GPM)
SW corner of 5th Ave and 1st Ave. West.	86	80	1300
<i>Line Loss Inputs</i>			
Hydrant Elevation	Floor Elevation	6" Fire Service Length	Hazen Williams Coeff.
(FT)	(FT)	(FT)	(UNITLESS)
3085	3085	107	130
<i>Hydraulic Analysis Summary</i>			
Flow Analysis	Modeled Flow	Required Flow	Excess Flow
	(PSI)	(GPM)	(GPM)
Domestic Flow at 37 PSI	2869.64	200	2669.64
Fire Flow at 25 PSI	3155.56	1688	1467.56
Notes: The test hydrant and floor elevation are essentially the same, so elevation loss was not considered.			

Both the domestic and fire flow minimum requirements are exceeded.

b. Fire Flows

As stated above, required fire flows and pressures are 1,688 GPM at 20 psi based on construction type and gross floor area. Detailed calculations showing that the required flow and pressures can be met are summarized in the previous table, and detailed calculations can be found in appendix B.2.

2.1.7 Sources of Water Supply

The development will be served by the City of Columbia Falls, and the City of Columbia Falls is licensed as Water System No. MT0000181.

2.1.8 Proposed Treatment Process

The City of Columbia Falls will provide water treatment. The City is licensed as Water System No. MT0000181 and is therefore in compliance with DEQ standards.

2.1.9 Sewage Systems Available

A sewer main extension will connect from an existing sewer main running in the alley to the south of the development. The proposed sewer main extension is not adjacent to any existing water infrastructure, so a 10' offset from the proposed sewer and water

Nucleus Avenue Mixed Use - 11

main will easily be maintained. Similarly, there are no proposed sewer and water service crossings. The extension will be permitted using the MDEQ main extension checklist.

2.1.10 Waste Disposal

All wastewater is treated at the City of Columbia Falls Wastewater Treatment Plant (MT0020036).

2.1.11 Automation

Not applicable—Automatic equipment is not anticipated.

2.1.12 Project Sites

a. Sites considered

Not applicable

b. Proximity of residences, industries and other establishments

The site is a downtown City block. It is bounded by commercial districts in all directions. The site is also within blocks of residential areas.

2.1.13 Financing

The project will be privately financed.

c. Potential sources of contamination

The site is within the incorporated City Limits of Columbia Falls. There are no known drain fields, absorption systems, cesspools, privies etc. within the area. Therefore, potential sources of contamination are negligible.

2.1.14 Future Extensions

As a future phase, the owner may develop or remodel the existing gym/bank located in the southeast of the property. Should this happen, a new water service could be tapped into the water main in Nucleus Avenue if required.

2.2 Plans

Plans are included with this submittal.

2.3 Specifications

Nucleus Avenue Mixed Use - 12

Specifications will meet the Montana Public Works Standard Specifications as amended by the City of Columbia Falls Public Works.

2.4 Design Criteria

Not applicable—this is not a surface water treatment project.

2.5 Revisions to Approved Plans

Revisions to approved plans will be provided if required.

2.6 Additional Information

Additional information will be provided if required.

2.7 Deviations from Standards

Deviations to the City of Columbia Falls Standards are not being requested at this time.

3 Public Sewage System

Section 3 covers the Engineering Report for the public sewage system following the format per MDEQ Circular 2.

3.1 Engineering Report

3.1.1 Problem Defined

The sewer main extension will connect to an existing sewer manhole located in the alley to the south of the site. The main will extend north approximately 250 LF from the manhole, and terminate in a new sewer manhole. Sewer services will be provided via an 8" sewer main extension. The main will be extended approximately 250' from the south and terminate in a new starter manhole. An 8" sewer service will be extended to serve the building, and a new 4" service will be extended and pass through a 1500-gallon grease interceptor to serve a future restraint in the commercial space. Additionally, a second 4" service will be extended to serve the existing gym. Wastewater will ultimately be conveyed to the City of Columbia Falls Wastewater Treatment Plant which holds an active major MDPES permit (MT0020036).

3.1.2 Design Conditions

The design population largely follows the design population associated with water demand. That is, the estimated population which will be served by the expanded system is 523. This estimate is based on a total of thirty (30) 2-bedroom units at 2.5 Nucleus Avenue Mixed Use - 13

people per unit, 18 studio apartments at 1 person per unit, and 3 commercial spaces at an assumed 10 employees per space. Additionally, if a restaurant is included, there could be up to 100 seats serving 400 customers throughout the day.

In addition to the design population for the mixed-use building, there will be additional sewer flow associated with the existing gym/bank and the area in the southeast of the property that may be expanded in the future. The total area to the southeast of the property—including the existing gym—is 0.42 acres. Using recommended Kalispell land planning values for general commercial (540 GPD/AC), the projected daily flow from the future expansion is $0.42 \text{ acres} \times 540 \text{ GPD/AC} = 226.8 \text{ GPD}$.

Peak instantaneous flow for the mixed-use building is based on the fixture unit method. This is the same calculation/flow for estimating peak water demand (200 GPM) summarized in Table 1. Because fixture units cannot yet be determined for future 0.42 acre area, peak instantaneous flows are estimated using a peaking factor of 4.5 pursuant to DEQ rules. The underlying table summarizes the average daily flow and peak instantaneous flow for the development at full buildout.

Table 3. Sewer Demand Summary			
Average Daily Demand			
Source	Unit	Flow	Total Flow
		(GPD/Unit)	(GPD)
Eighteen (18) Studio Apartments at 1 Person Per Apartment	18	60	1080.00
Thirty (30) 2-Bed Apartment at 2.5 People per Apartment	75	60	4500.00
General Commercial Space (e.g. store) Employee	30	10	300.00
General Commercial Space (e.g. Store) Customer	400	3	1200.00
Two (2) Laundry Machines	2	580	1160.00
Future 0.42-Acre Expansion	0.42	540	226.80
Total (GPD)			8466.80
Total (GPM)			5.88
Peak Flow- For Mixed Use Building Using Fixture Unit Method			
	Unit		Peak Instantaneous Flow Rate
			(GPM)
Total Fixture Units For Mixed Use Building	856		200
Peak Flow With Peaking Factor for Future 0.42-Acre Expansion	Daily Flow	Peaking Factor (PHF)*	
	GPM	Unitless	
	0.16	4.50	0.71
Total Peak Instantaneous Flow (GPM)			200.71
Notes: *Peaking factor is calculated as $P = (18 \sqrt{P}) / (4 + \sqrt{P})$ where P is population in thousands. For this analysis, P was assumed to be 0, so the calculation results in a peaking factor of 4.5. As P becomes larger, the peaking factor becomes smaller, so leaving P=0 is a conservative assumption.			

As shown above, the average daily sewer flow and peak instantaneous sewer flow are estimated to be 8,,466 GPD and 200.71 GPM respectively.

DEQ-2 requires that sewer the sewer main must be able to convey the peak instantaneous flow at 80% of the pipe capacity. The proposed main extension is an 8" PVC main sloped at 0.40%. Assuming a Mannings n=0.013 for PVC, the main has capacity to convey 335.3 GPM at 80% capacity. The main extension can convey the peak flow from the site. The underlying table summarizes the conveyance calculations for the sewer main.

Table 4. Sewer Conveyance Summary			
<i>Sewer Main Extension Parameters</i>			
Construction Material	Manning's n	Slope	Diameter
--	Unitless	(%)	IN
PVC	0.013	0.4	8
<i>Capacity Summary</i>			
Max Flow at 80% Capacity (GPM)			335.30
Peak Instantaneous Demand from Development (GPM)			200.70
Remaining Capacity (GPM)			134.60

As shown, the main will have 134.60 GPM of remaining capacity at full buildout. Sewer conveyance calculations can be found in appendix C.1.

3.1.3 Impact on Existing Wastewater Facilities

As stated previously, all wastewater will be conveyed to the City of Columbia Falls Wastewater Treatment Plant. The plant has capacity to handle additional flow from the development.

3.1.4 Project Description

The project consists of developing a large mixed-use building in downtown Columbia Falls. Additionally, there is an existing bank/gym on the site. The project may in the future modify the use of the approximate 0.42-acre portion of the property for commercial use.

Sewer services will be provided via an 8" sewer main extension. The main will be extended approximately 250 feet from the south and terminate in a new starter manhole. An 8-inch sewer service will be extended to serve the building, and a new 4-inch service will be extended and pass through a 1500-gallon grease interceptor to serve the commercial space. Additionally, a second 4-inch service will be extended to replace the existing service for the gym. Wastewater will ultimately be conveyed to the City of Columbia Falls Wastewater Treatment Plant which holds an active major MDPES permit (MT0020036).

3.1.5 Drawings

Drawings are included as a separate attachment to this report.

3.1.6 Site Information

Nucleus Avenue Mixed Use - 16

A geotechnical report conducted by Alpine Geotechnical LLC (Field work conducted 10/23/20) did not find groundwater within boring depths up to 20'. Considering that sewer mains will be installed at approximately at approximately 10-12' feet below existing ground, it is unlikely the main will be subjected to seasonally high groundwater. Additionally, the sewer main will be trenched and backfilled according to Montana Public Works and City of Columbia Falls specifications.

3.1.7 Alternative Site Selection

Alternate sites where not considered.

3.1.8 Environmental Impacts

There are no known environmental impacts associated with the sewer main extension.

3.1.9 Facility Plans

Not applicable.

4 Stormwater

The following reports covers storm drainage requirements meeting section 5 of the City of Columbia Falls Engineering Standards.

The subject property is Block 37 of the Corrected Plat of Columbia Falls Montana, Section 8, Township 30 North, Range 20 West. The property encompasses an entire city block and is bounded by Nucleus Ave., 6th Street West, 1st Avenue West, and 5th Street West to the east, south, west, and north respectively. The site currently exists as a bank which has been converted to a cross-fit gym located in the southeast portion of the block. The southwest portion of the block consists of a tenant improvement commercial office building with a parking lot to serve the building. The north half of the block consists of an abandoned drive-thru teller station as well as an additional parking lot.

Upon development, the north 1/3 of the block will be converted to a large mixed-use building. The southwest portion of the block will be redeveloped as a new parking lot to serve the building. The existing cross-fit gym in the southeast of the site will initially remain "as-is", but it is possible that this portion of the site will be redeveloped in the future. The stormwater system for the site takes into account the proposed (e.g. immediate) development of the property as well as the planned development in the southwest of the property.

Nucleus Avenue Mixed Use - 17

4.1 Methods of Design

The City of Columbia Falls requires that storm drain inlets, pipes, and drainage structures shall be designed to convey the 10-year design storm for a 6-hour frequency for drainage areas less than 50-acres. The City also requires that post development flow leaving the site shall not exceed predeveloped flow rates for the same 10-year design storm.

The SCS Curve Number method was selected to model the run-off from the design event. Although the City requires the SCS 6-hr distribution for the 10-year storm is used for simulating runoff, we elected to utilized the 10-Year, 24-Hr storm. The 24-hr storm generates larger runoff rates and volumes compared with the 6-Hr storm, so it is a more conservative to use the 24-hr storm. In other words, this more conservative design storm ensures that pipes and infiltrative facilities will be sized to convey and infiltrate larger flows and runoff volumes than the City minimum requirement. The rainfall depth is 2.00 inches for the 10-year storm, and the distribution is Type 1A. Lastly, all time of concentrations were assumed to be 5 minutes due to the small site and high impervious areas under both pre and post developed conditions.

4.1.1 Pre and Post Development Basin Information

The pre-development basin consists of the entire block and extends to the centerlines of the adjacent roadways. As stated previously, the site was previously developed as a commercial block consisting of a tenant improvement commercial office building, multiple parking lots, a bank/gym, and a drive-thru teller station. The pre-developed site also consists of intermittent landscaping throughout the site. There are 6 pre-development subbasins within the overall development basin that discharge to 6 different points across the site. Each pre developed subbasin is described below and shown on the Pre-Development Stormwater in appendix D.2.

PRE 01: This subbasin is located in the northwest of the site. It consists of the west half of the drive-thru teller station as well as the intersection of Fifth Street and First Avenue West. Stormwater flows to the said intersection and discharges north along Fifth Avenue West.

PRE 02: This subbasin is located in the northeast of the site. It consists of the east half of the drive-thru teller station as well as the parking lot and adjacent landscaping areas in the northeast portion of the block. This subbasin also includes the intersection of Fifth Street and Nucleus Avenue. Stormwater flows to a catch basin located in Nucleus

Nucleus Avenue Mixed Use - 18

Avenue and then discharges into the Montana Department of Transportation (MDT) storm system.

PRE 03: This subbasin is located on the east of the site. It consists of a portion of the existing bank/gym's roof, perimeter landscaping, and a western portion of the Nucleus Avenue Right-of-Way. Stormwater discharges to a catchbasin located in Nucleus Avenue and then enters the MDT storm system.

PRE 04: This subbasin is located in the southeast of the site. The subbasin consists of the southwest section of the existing bank/gym roof, perimeter landscaping, and a north portion of Sixth Street. Stormwater flows to Sixth Street and discharges to an existing drywell located on the north side of 6th Street.

PRE 05: This subbasin is located in the southwest of the site. It consists of the existing TI building as well as the parking lot that serves the building. Stormwater flows and discharges to a drywell located in the north of the parking lot.

PRE 06: This subbasin consists of portions of the west half of First Avenue West as well as the North half of Sixth Street. Stormwater flows and discharges to the existing drywell located in the north side of 6th Street.

There are 8 post development subbasins that discharge to 6 different points across the site. It is important to note that subbasin—POST 05—is associated with future development in the southeast of the lot. It is assumed that POST 05 will be fully hardscaped once developed even though this section of the block will remain undisturbed with the initial phase of the project. Each post development basin is described below.

POST 01: This subbasin is located in the northeast of the site. It contains the intersection of Fifth Street and First Avenue West as well as portions of the new sidewalk along the west and north facades of the building. Runoff from this subbasin discharges into a new drywell at the southeast curb return of the intersection.

POST 02: This subbasin is located to the north of the site. It includes the easterly portion of the Fifth Street right-of-way. Runoff from this subbasin discharges to a new dry well located on the south side of Fifth Street.

POST 03: This includes the northerly portion of the Nucleus Avenue right-of-way. Stormwater from this subbasin discharges into the existing storm catch basin on the west side of Nucleus Avenue near the northeast corner of the site.

POST 04: This subbasin is the roof of the mixed-use building. Stormwater from this basin is collected by a roof drain and then piped to a catch basin within the curb island of the new parking area.

POST 05: This subbasin largely encompasses the southeast quarter of the site. This subbasin is reserved for future development, but it is anticipated that future runoff from this basin will discharge to the proposed parking area in the southwest of the site. Runoff will ultimately be conveyed to the drywell(s) located within the parking lot island.

POST 06: This subbasin includes the existing Nucleus right-of-way along the southeast of the site. Runoff from this subbasin discharges into the existing curb inlet near the intersection of Nucleus Ave and Sixth Street.

POST 07: This subbasin is the effectively the new parking area as well as perimeter landscaping around the lot. Runoff sheet flows to the catch basin and drywells in the center parking lot island.

POST 08: This subbasin consists of the intersection and right-of-way associated with Fifth Street West and Sixth Street. Stormwater discharges to the drywell located on the north side of Sixth Street.

POST 09: This subbasin consists of the easterly portion of the Sixth Street right-of-way. Stormwater discharges to the existing drywell located in the north half of Sixth Street.

A post development basin map can be found in the appendix D.2 The underlying table summarizes the pre and post development subbasin information. The table also summarizes the peak flow rates and volumes associated with the 24-HR, 10-Year design storm.

Table 5. Stormwater Subbasin Summary						
<i>Pre Development Basin Summary</i>						
Basin ID	Impervious Area	Pervious Area	Total Area	Weighted Curve Number	10-YR Peak Runoff	10-YR Volume
	(SF)	(SF)	(SF)	CN	(CFS)	(CF)
PRE 01	12,282.77	1,524.52	13,807.29	93.91	0.36	1,610.23
PRE 02	24,176.61	8,226.15	32,402.76	88.61	0.58	2,700.16
PRE 03	9,757.94	4,330.15	14,088.09	86.63	0.22	1,046.58
PRE 04	7,069.77	10,147.25	17,217.02	76.19	0.08	604.31
PRE 05	16,441.57	0.00	16,441.57	98.00	0.53	2,428.59
PRE 06	8,895.84	0.00	8,895.84	98.00	0.28	1,316.49
Totals	78,624.50	24,228.07	102,852.57	89.28	--	--
<i>Post Development Basin Summary</i>						
POST 01	8,236.96	435.74	8,672.70	96.14	0.25	1,139.97
POST 02	4,851.44	559.27	5,410.71	94.18	0.14	619.51
POST 03	4,451.44	28.66	4,480.10	97.76	0.14	646.45
POST 04	20,634.65	0.00	20,634.65	98.00	0.66	3,049.04
POST 05	19,548.49	0.00	19,548.49	98.00	0.62	2,811.53
POST 06	5,980.02	0.00	5,980.02	98.00	0.19	862.94
POST 07	21,264.41	3,667.20	24,931.61	92.56	0.59	2,642.67
POST 08	8,902.28	0.00	8,902.28	98.00	0.28	1,316.49
POST 09	4,292.01	0.00	4,292.01	98.00	0.13	616.53
Totals	98,161.70	4,690.87	102,852.57	96.31	--	--
Notes Soil Hydrologic Group: B Time of concentration assumed to be 5 minutes due to short flow paths for all subbasins. Impervious Area CN = 98 (hardscaping) Design Storm = 10-YR, 24-HR Storm. Rainfall Depth = 2.00 in; Rainfall Distribution = Type 1A Pervious Area CN = 61 (> 75% grass cover in good condition)						

4.2 Storm Sewer and Drywell System

The storm sewer system consists of a roof drain, a catch basin, drywells, and perforated pipe. The majority of the site's post development runoff is collected in a catch basin in the center-parking lot island. Runoff is then conveyed to two downstream drywells that are connected by a 12" perforated pipe. The drywells and perforated pipe are designed to fully infiltrate runoff from the design storm. Two additional drywells are

Nucleus Avenue Mixed Use - 21

placed on the south side of Fifth Street as well as at the intersection of First Avenue West and Fifth Street to collect runoff from the Fifth Street and First Avenue West rights-of-way. The remainder of the site runoff flows to the MDT system in Nucleus Avenue or to the existing drywell on the north side of Sixth Street at reduced flowrates compared to pre development conditions due to the installation of the additional drywells in 5th.

The infiltration rates associated with the proposed drywells are based on empirical equations outlined in the Washington State Department of Transportation Report (WSDOT) titled *“An Approach for Estimating Infiltration Rates for Stormwater Infiltration Drywells”*. The specific equation used is:

$$Q = K(1.34 \times \ln D_{wt} + 8.81) \times SF$$

Where Q is the infiltration rate (CFS) through drywell, K is the saturated hydraulic conductivity (FT/MIN), D_{wt} (FT) is the depth from the bottom of the drywell to groundwater, and SF is a silting factor to account for silts in the bottom of the drywell.

During the geotechnical investigation, an infiltration test was performed to estimate the saturated hydraulic conductivity for the site. The field infiltration rate was measured at 0.21 minutes per inch or 0.40(FT/MIN). Based on this test result, a saturated hydraulic conductivity value (K) of 4.76 inches per minute was used. The geotechnical report also did not observe groundwater to depths of 25' below ground surface (BGS), and the bottoms of the drywells are not anticipated to be greater than 10' BGS. Thus, a value of 15' was used for D_{wt} . Lastly, a value of 0.5 was used for a SF based on recommendations from the WSDOT report. The underlying table summarizes the inputs and resulting infiltration rates through the drywells.

Table 6. Drywell Infiltration Rate Calculation Summary				
Input	Symbol	Source	Unit	Value
Saturated Hydraulic Conductivity	K	Geotech Report	FT/MIN	0.4
Depth from Drywell Bottom to Groundwater	Dwt	Geotech Report	FT	15
Silting Factor	SF	WSDOT Report	Unitless	0.5
Drywell Outflow Calculation Summary				
Equation	Value	Units		
Q=K(1.34 x ln(Dwt)+8.81) x SF	2.49	CFS		
Notes:				
Eq. 1. is presented as EQ 9 in the WSDOT report titled "An Approach For Estimating Infiltration Rates for Stormwater Infiltration Dry Wells"				

Thus, each drywell can infiltrate a peak flowrate of 2.49 CFS. The high infiltration rate is due to gravely soils and the fact the groundwater is well below dry well bottoms. The geotechnical report summarizes infiltration testing and groundwater information, and the report is included in appendix E.1.

4.3 Flow Control System and Conveyance Analysis

Given the high infiltration capacity of the site, the stormwater system will rely predominately on infiltration for flow control purposes. Specifically, all post development subbasins with the exception of Post 03 and Post 06 discharge to the interior parking drywells which will infiltrate all stormwater on site. Post development subbasins Post 02 and Post 06 discharge to the MDT storm system in Nucleus Avenue. Stormwater discharge rates to the MDT system, notably, will be at reduced rates compared to predeveloped conditions.

To verify that all stormwater will either be infiltrated on site or flow to the MDT system at discharge rates below existing conditions, the TR-55 method was used to simulate peak flowrates from each subbasin to the associated discharge point. This method was implemented in Autodesk's Storm and Sanitary Sewer Analysis (SSA). The underlying table summarizes results from the SSA model.

Table 7. Basin Discharge Summary				
<i>Drywell Discharge Summary</i>				
<i>Drywell Discharge Point</i>	<i>Contributing Post Development Subbasin(s)</i>	<i>Peak 10-Year Post Development Flow (CFS)</i>	<i>Drywell Discharge Capacity (CFS)</i>	<i>Remaining Capacity (CFS)</i>
DW-01	POST 02	0.14	2.49	2.35
DW-02	POST 01	0.25	2.49	2.24
DW-03/DW-04	POST 04, POST 05, POST 07	1.86	4.98	3.12
XDW-01	POST 08, POST 09	0.42	2.49	2.07
<i>MDT (Nucleus Ave.) Discharge Summary</i>				
<i>Storm Basin Discharge Point</i>	<i>Contributing Subbasin Basin(s)</i>	<i>Peak 10-Year Flowrate (CFS)</i>		
XSDM-01	PRE 02	0.58		
	POST 03	0.14		
Post Development Flow Reduction (CFS) =		0.44		
XCI-01	PRE 03	0.22		
	POST 06	0.19		
Post Development Flow Reduction (CFS) =		0.03		
Notes:				
Drywell discharge capacity is calculated as the number of drywells multiplied by the outflow calculation shown in Table 6.				

As shown, all post development stormwater that discharges to drywells will be fully infiltrated on site. Additionally, the post development flowrates discharging to both catch basins in Nucleus Avenue will be at reduced rates compared with pre-developed conditions. The reason for reduced discharge rates into Nucleus is that there is a smaller area that will produce runoff onto Nucleus Ave.

The stormwater design only proposes a single storm pipe to collect runoff from the proposed mixed-use building roof. The proposed roof drain is a 6-inch pipe that flows to a catch basin located in the center parking island. The SSA model was used to verify that the pipe is adequately sized to convey roof runoff for the design storm. Additionally, the SSA model uses a hydrodynamic routing procedure to verify that the catch basin downstream of the roof drain does not overtop during the design storm. That is, the model verifies that the maximum hydraulic grade line (HGL) does not exceed the rim elevation of the catch basin. The underlying table summarizes the pipe conveyance results and the HGL results associated with the roof drain and catch basin.

Table 8. Pipe Conveyance and HGL Summary					
<i>Pipe Summary</i>					
Pipe ID	Slope	Size	Design Flow Capacity	Peak 10-Yr Flow	Remaining Capacity
	(%)	(IN)	(CFS)	(CFS)	(CFS)
PIPE_01	2	6	0.79	0.65	0.14
<i>Structure Summary</i>					
Structure ID	Rim Elev	Max HGL	Freeboard		
	(FT)	(FT)	(FT)		
CB_01	3082	3076.88	5.12		

As shown, the roof drain has capacity to convey the 10-year design storm. Similarly, the catch basin has more than 5 feet of freeboard and will not overflow during the design storm. A stormwater network model map as well as a detailed calculation can be found in appendix D.4.

4.4 Maintenance of Stormwater Facilities

All proposed stormwater infrastructure with the exception of two drywells falling within the City of Columbia Falls Right-of-way is within the private development. Therefore, all private stormwater infrastructure will be maintained by the owner, and two drywells will be maintained by the City. An operations and maintenance manual is provided in appendix D.5.

APPENDIX A INTRODUCTION

APPENDIX A.1

PROPOSED SITE UTILITY PLAN



2 NORTH SITE UTILITY PLAN

- | STORM STRUCTURE TABLE | | | |
|-----------------------|---------------|------------------|------------------|
| MANHOLE | RIM ELEV. | INLET | OUTLET |
| CB-01 | RIM = 3082.63 | 6" PVC 3076.87' | 12" PVC 3076.31' |
| DW-01 | RIM = 3083.19 | 6" PVC 3079.49' | |
| DW-02 | RIM = 3082.90 | | |
| DW-03 | RIM = 3083.04 | 12" PVC 3076.31' | 12" PVC 3076.31' |
| DW-04 | RIM = 3084.10 | 12" PVC 3076.31' | |
| DW-05 | RIM = 3084.87 | | |
| YD-01 | RIM = 3083.61 | | 6" PVC 3080.61' |
| YD-02 | RIM = 3084.21 | 6" PVC 3080.13' | 6" PVC 3080.03' |
| YD-03 | RIM = 3083.69 | 6" PVC 3079.62' | 6" PVC 3079.52' |



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JACKOLA ENGR. & ARCH., P.C.

**RUIS HOLDINGS
NUCLEUS AVE MIXED USE**

COLUMBIA FALLS, MONTANA

SITE UTILITY PLAN

C1.22 - 236 -

APPENDIX B

WATER DISTRIBUTION SYSTEM

APPENDIX B.1

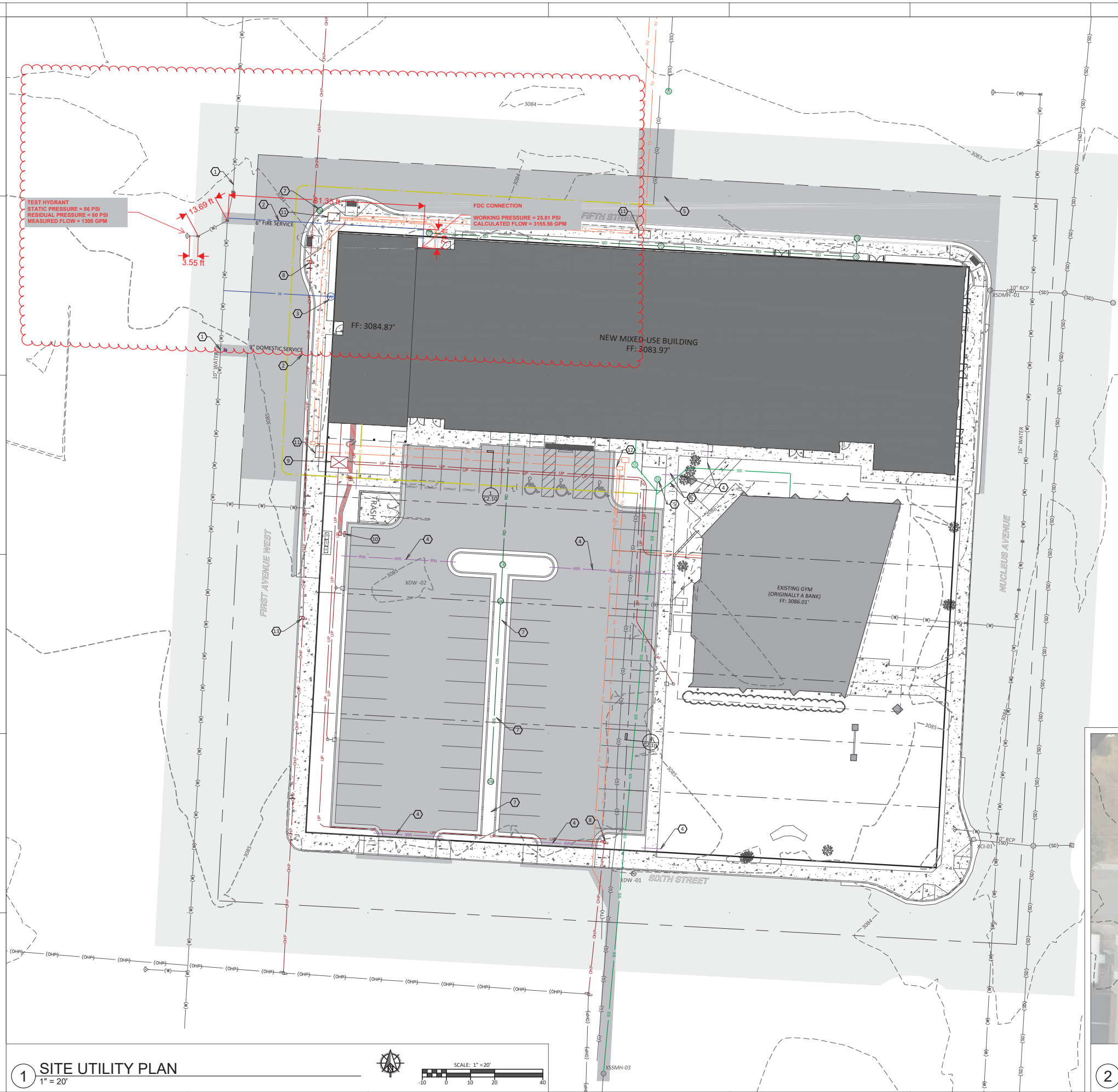
FIXTURE UNIT CALCULATIONS

DOMESTIC WATER PIPE CALCULATION																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									
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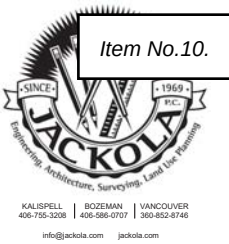
APPENDIX B.2

FIRE DEMAND CALCULATIONS

PROJECT # : 200099
Z:\Charg\200099\Nucleus Holdings\200099 Nucleus Ave Mixed Use\Drawings\1. AutoCAD\PH1. Nucleus, CT 2019.dwg



- KEYNOTES:**
1. WATER MAIN TAP PER DTL 5/C2.10.
 2. WATER SERVICE PER DTL 6/C2.10.
 3. WATER METER PIT PER DTL 7/C2.10.
 4. 3" SCH 40 IRRIGATION SLEEVE WITH 12" MIN BURY.
 5. SEWER MANHOLE PER DTL 8/C2.10.
 6. SEWER SERVICE PER DTL 9/C2.10.
 7. NEW DRYWELL PER DTL 10/C2.10.
 8. NEW LAMINATED UTILITY POLE, COORDINATE WITH FEC.
 9. THREE-PHASE TRANSFORMER PER DTL 3/C2.10.
 10. ELECTRICAL CHARGING STATION.
 11. CABLE HANDHOLE, COORDINATE WITH CENTURY LINK.
 12. CABLE PEDESTAL, COORDINATE WITH CENTURY LINK.
 13. NEW SIDEWALK DOWN GUY WIRE, COORDINATE WITH FEC.



**DESIGN
DEVELOPMENT**

NOT FOR CONSTRUCTION

THE INFORMATION CONTAINED HEREIN
IS PROPRIETARY. THIS DOCUMENT
MAY NOT BE USED OR REPRODUCED
WITHOUT THE WRITTEN CONSENT OF
JACKOLA ENGR. & ARCH., P.C.

**RUIS HOLDINGS
NUCLEUS AVE MIXED USE
COLUMBIA FALLS, MONTANA**

DRAWN: EMS CHECKED: EDG

DATE: TBD

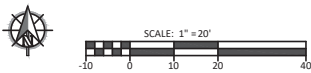
REVISIONS:

**SITE UTILITY
PLAN**



**2 NORTH SITE UTILITY PLAN
1" = 40'**

**1 SITE UTILITY PLAN
1" = 20'**



Predicted Flow of Single Fire Hydrant Flow Calculations

Date 12/18/2020
Perfromed By: Mike B.
Job: #200909

Assumes that flows were measured from both 2.5" orifice openings on hydrant.

INPUT
CALCULATION
OUTPUT

Input	Value	Units	Description
Static Pressure (SP)	86	PSI	Pressure measured when water is not flowing
Residual Pressure (RP)	80	PSI	Pressure measured when water is flowing
Measured Flow (GPM)	1300	GPM	Measured flow
Test Hydrant Elevation (Z _t)	3085	FT	Elevation of test hydrant
Proposed Hydrant Elevation (Z _f)	3085	FT	Final Elevation of Proposed Hydrant
Length of Extension (L)	106.37	FT	Length of extension based on plans
Size of Water Main	6	INCHES	Size of Water Main based on plans
Friction Loss Coefficient	130	Unitless	Hazen-Williams roughness constant

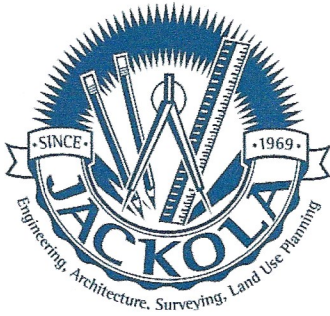
Test Hydrant Flow Pressure	EQ. 1.	EQ. 2.	EQ. 3	EQ. 4	EQ. 5	EQ. 6	EQ.7	EQ. 8	Eq. 9
(PF)	$(SP-PF)$	$(SP - RP)$	$(SP-PF)/(SP-RP)$	$((SP-PF)/(SP-RP))^{0.54}$	$GPM \times ((SP-PF)/(SP-RP))^{1.67}$	$Elevation\ Head = (Z_f-Z_i) \times 0.433$	$Line\ Loss/100FT = ([0.2083 \times (100/C)^{1.852} \times Q^{1.852}]/(dh^{4.8655})) \times 0.433$	$Line\ Loss = Line\ Loss/100FT \times (L)/100\ FT$	$Fina\ Pressure = PF-Line\ Loss-Elevation\ Head$
PSI	PSI	PSI	UNITLESS	UNITLESS	GPM	PSI	PSI/100 FT PIPE	PSI	PSI
20	66	6	11.00	3.65	4745.65	0	58.42	62.14	-38.42
25	61	6	10.17	3.50	4547.99	0	53.99	57.43	-28.99
30	56	6	9.33	3.34	4342.73	0	49.57	52.72	-19.57
35	51	6	8.50	3.18	4128.85	0	45.14	48.02	-10.14
40	46	6	7.67	3.00	3905.09	0	40.72	43.31	-0.72
45	41	6	6.83	2.82	3669.82	0	36.29	38.60	8.71
50	36	6	6.00	2.63	3420.94	0	31.86	33.89	18.14
55	31	6	5.17	2.43	3155.56	0	27.44	29.19	25.81
60	26	6	4.33	2.21	2869.64	0	23.01	24.48	36.99
65	21	6	3.50	1.97	2557.06	0	18.59	19.77	46.41
70	16	6	2.67	1.70	2207.83	0	14.16	15.06	55.84
75	11	6	1.83	1.39	1803.41	0	9.74	10.36	65.26
80	6	6	1.00	1.00	1300.00	0	5.31	5.65	74.69

*A minimum flow of 20 PSI is required per International Fire Code and Uniform Fire Code Standards

*A minimum working pressure of 35 psi is required for domestic demand per DEQ-1 rules

APPENDIX C

PUBLIC SEWAGE SYSTEM



Date: March 30, 2021

Department of Environmental Quality
PO Box 200901
Helena, MT 59620

Re: Nucleus Ave. Mixed Use Sewer Main Extension

Dear Reviewer,

The following submittal is for the sewer main extension for the Nucleus Avenue Mixed Use located in downtown Columbia Fall, MT. The project will extend an 8" sewer main approximately 250 LF to serve a new and existing commercial building and cross-fit gym respectively. Pursuant to the sewer Main Extension Checklist, the following attachments are provided as part of the submittal.

1. Certified checklist
2. Three (3) sets of signed and stamped plans
3. Three (3) sets of signed and stamped specifications
4. Sewer Vicinity Map
5. A signed and stamped engineering report
6. Owner certification that a professional engineer will be retained for certification, inspection, and as-built submittal to the department.
7. An approval letter from a professional engineer employed directly by the public water system provider.
8. A fee sheet and check
9. Signed MFE form (Please contact Tyler Bradshaw, PE with the City of Columbia Falls if you need this sent directly from him. His email is bradshawt@cityofcolumbiafalls.com, and his phone number is 406-892-4430)
10. Amended Plat Draft

It should also be noted that the engineering report (attachment 5) contains information regarding water in addition to the sewer design. This is because this project is under concurrent review with the City of Columbia Falls, but only the sewer main design applies to the DEQ review. It should further be noted that the plans have undergone two reviews with the City of Columbia Falls, so revision clouds are shown on the plans reflecting changes that have been made under each review.

Please feel free to contact us with any questions or concerns,

Sincerely,

Erik Garberg, PE
Jackola Engineering & Architecture, PC

Jackola Engineering & Architecture, PC

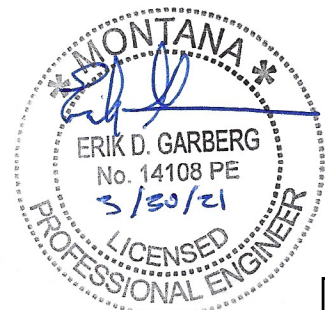
2250 Highway 93 South Kalispell, MT. 59901

406.755.3208 Corporate Office 406.755.3218 Fax

www.jackola.com

Locations in Montana and Washington

(Rev. 07-19)





PERMITTING & COMPLIANCE DIVISION

◆ *Sewer Main* Extension and Replacement ◆

CERTIFIED CHECKLIST

August 8, 2014 Edition

CHECKLIST SUBMITTAL INSTRUCTIONS:

This checklist procedure may be used when the conditions listed below are met. Checklist submittals can only be used for gravity sewer main extensions or replacements subject to review under DEQ-2, Chapter 30. Lift stations, force mains and alternative collection systems are not eligible for checklist review. Construction is unlawful until approval of the checklist is granted by the department, normally issued in a letter to the design engineer submitting the plans and specifications. Use of the main is unlawful until the department receives a certifying letter in accordance with ARM 17.38.101. The department must approve any deviation requests. Normally, complete submittals will be reviewed by the Department within 10 working days. Deviation requests may result in slower turn-around.

Required Documentation: *Checklists submitted without all of the required documentation will be considered incomplete and will not be processed until all of the required information has been submitted.*

1. A certified checklist form signed and stamped by the professional engineer responsible for the design of the project. All sections of the certified checklist must be completed.
2. Three sets of plans and specifications stamped and signed by the professional engineer responsible for the design of the project.
3. An engineering report addressing the design capacity and flow requirements in Section 32 of Circular DEQ 2. The engineering report must include all applicable analysis and supporting assumptions.
4. A map showing the location of the proposed sewer main in relation to the rest of the sewer collection system the water distribution system.
5. Owner certification that a professional engineer will be retained for construction inspection and will certify completion in accordance with the approved plans and prepare as-builts for submittal to the department within 90 days of project completion.
6. An approval letter from a professional engineer (other than the design engineer) who is employed directly or retained by the owner of the public wastewater system providing service to the proposed sewer main. The letter must state the system approves of the extension and the system has adequate capacity to accommodate the extension. Signature on the Municipal Facilities Exclusion checklist does not fulfill this requirement. This approval letter is not required if:
 - a. The proposed sewer main extension is part of a wastewater utility master plan previously approved by the department within the past ten years, and the department concurs the master plan appropriately covers the extension. A copy of the applicable portion of this master plan must be submitted with the checklist; or
 - b. The sewer main replaces an exiting main and is equal to or greater than the existing pipe. An approval letter from the owner of the system providing service must be submitted with the checklist.

The fee for processing main extensions can be found in ARM 17.38.106.

Completed checklist submittals may be mailed to: Department of Environmental Quality, Permitting & Compliance Division, Community Services Bureau, Metcalf Building, P.O. Box 200901, Helena, MT 59620-0901; or for those systems served by the Kalispell Office: Department of Environmental Quality, Public Water Supply Section, 109 Cooperative Way, Suite 105, Kalispell, MT 59901 or for those systems served by the Billings Office: Department of Environmental Quality, Community Services Bureau, Airport Business Park 1P-9, 1371 Rimtop Drive, Billings, MT 59105-1978. Questions can be answered by writing the above address or calling (406) 444-4400 in Helena, (406) 755-8971 in Kalispell and (406) 247-4455 in Billings.

**DEPARTMENT OF ENVIRONMENTAL QUALITY
SEWER MAIN CERTIFIED CHECKLIST**

Project Name Nucleus Avenue Mixed Use

Location Columbia Falls **County** Flathead

Public Supply Owner City of Columbia Falls (MDPES Permit MT0020036)

Developer Ruis Holdings LLC

Address PO Box 1928, Columbia Falls, MT 59912

Engineer Erik Garberg-Jackola

Address 129 W Main Street, Bozeman MT 59715

Will this project trigger a Sanitation Act review under MCA 76-4? ☒ Yes ☐ No
 If so, has a Municipal Facilities Exclusion form been filed? ☒ Yes ☐ No

REQUIRED DOCUMENTATION:

Checklists submitted without all of the required documentation will be considered incomplete and will not be processed until all of the required information has been submitted.

Included?

Y No

- ☒ ☐ Three sets of plans and specifications stamped and signed by the professional engineer responsible for the design of the project.
- ☒ ☐ An engineering report presenting, at a minimum, the design capacity and flow requirements in Section 32 of Circular DEQ 2. The engineering report must include all applicable analysis and supporting assumptions.
- ☒ ☐ A map showing the location of the proposed sewer main in relation to the rest of the collection system and the water distribution system.
- ☒ ☐ Owner certification that a professional engineer will be retained for construction inspection and will certify completion in accordance with the approved plans and prepare as-builts for submittal to the Department within 90 days of project completion.
- ☒ ☐ Review Fee as specified in ARM 17.38.106.
- ☒ ☐ Capacity Certification (one of the following is required):
 - ☐ This is a sewer main extension that is part of a wastewater utility master plan approved by the department within the past ten years. A copy of the applicable portion of this master plan is included; or
 - ☐ This is a sewer main replacement of an existing pipe and the pipe diameter is equal to or greater than the existing pipe. An approval letter from the owner of the system providing service is included; or
 - ☒ All other extensions: An approval letter from a professional engineer (other than the design engineer) who is employed directly or retained by the owner of the public wastewater system providing service to the proposed sewer main is included. The letter must state the system approves of the extension and the system has adequate capacity to accommodate the extension. Signature on the Municipal Facilities Exclusion checklist does not fulfill this requirement.

DESIGN STANDARDS

Check “yes” when all the requirements of the section are satisfied. Check “N/A” when the section is not applicable and explain why the section is not applicable.

Section 31	☒ Yes	☐ N/A	☐ Deviation (include Deviation Form)
If N/A, Explain _____			
Section 33.1	☒ Yes	☐ N/A	☐ Deviation (include Deviation Form)
If N/A, Explain _____			
Section 33.2	☒ Yes	☐ N/A	☐ Deviation (include Deviation Form)
If N/A, Explain _____			
Section 33.3	☐ Yes	☒ N/A	☐ Deviation (include Deviation Form)
If N/A, Explain The sewer main is not anticipated to fall within seasonally high groundwater. _____			
Section 33.41	☒ Yes	☐ N/A	☐ Deviation (include Deviation Form)
If N/A, Explain _____			
Section 33.42	☒ Yes	☐ N/A	☐ Deviation (include Deviation Form)
If N/A, Explain _____			
Section 33.43	☒ Yes	☐ N/A	☐ Deviation (include Deviation Form)
If N/A, Explain _____			
Section 33.44	☒ Yes	☐ N/A	☐ Deviation (include Deviation Form)
If N/A, Explain _____			
Section 33.45	☐ Yes	☒ N/A	☐ Deviation (include Deviation Form)
If N/A, Explain High velocities are not anticipated.w _____			
Section 33.46	☐ Yes	☒ N/A	☐ Deviation (include Deviation Form)
If N/A, Explain Steep slopes are not anticipated. _____			
Section 33.5	☒ Yes	☐ N/A	☐ Deviation (include Deviation Form)
If N/A, Explain _____			
Section 33.6	☒ Yes	☐ N/A	☐ Deviation (include Deviation Form)
If N/A, Explain _____			
Section 33.7	☒ Yes	☐ N/A	☐ Deviation (include Deviation Form)
If N/A, Explain _____			
Section 33.81	☒ Yes	☐ N/A	☐ Deviation (include Deviation Form)
If N/A, Explain _____			
Section 33.82	☒ Yes	☐ N/A	☐ Deviation (include Deviation Form)
If N/A, Explain _____			
Section 33.83	☒ Yes	☐ N/A	☐ Deviation (include Deviation Form)
If N/A, Explain _____			

Section 33.84 If N/A, Explain _____	☒ Yes	☐ N/A	☐ Deviation (include Deviation Form)
Section 33.85 If N/A, Explain _____	☒ Yes	☐ N/A	☐ Deviation (include Deviation Form)
Section 33.91 If N/A, Explain _____	☒ Yes	☐ N/A	☐ Deviation (include Deviation Form)
Section 33.92 If N/A, Explain _____	☒ Yes	☐ N/A	☐ Deviation (include Deviation Form)
Section 33.93 If N/A, Explain _____	☒ Yes	☐ N/A	☐ Deviation (include Deviation Form)
Section 33.10 If N/A, Explain _____	☐ Yes	☒ N/A	☐ Deviation (include Deviation Form)
Pipe casing is not anticipated since the sewer will not cross under streams or encroach on water main offsets.			
Section 34.1 If N/A, Explain _____	☒ Yes	☐ N/A	☐ Deviation (include Deviation Form)
Section 34.2 If N/A, Explain _____	☒ Yes	☐ N/A	☐ Deviation (include Deviation Form)
Section 34.3 If N/A, Explain _____	☒ Yes	☐ N/A	☐ Deviation (include Deviation Form)
Section 34.4 If N/A, Explain _____	☒ Yes	☐ N/A	☐ Deviation (include Deviation Form)
Section 34.5 If N/A, Explain _____	☒ Yes	☐ N/A	☐ Deviation (include Deviation Form)
Section 34.6 If N/A, Explain _____	☒ Yes	☐ N/A	☐ Deviation (include Deviation Form)
Section 34.7 If N/A, Explain _____	☒ Yes	☐ N/A	☐ Deviation (include Deviation Form)
Section 34.8 If N/A, Explain _____	☐ Yes	☒ N/A	☐ Deviation (include Deviation Form)
Unusual corrosive conditions on manhole interiors are not anticipated.			
Section 34.9 If N/A, Explain _____	☐ Yes	☒ N/A	☐ Deviation (include Deviation Form)
Electrical equipment will not be used in manholes			
Section 35 If N/A, Explain _____	☐ Yes	☒ N/A	☐ Deviation (include Deviation Form)
Inverted siphons will not be used			
Section 36.11 If N/A, Explain _____	☐ Yes	☒ N/A	☐ Deviation (include Deviation Form)
Sewers will not cross streams			

Section 36.12 ☐ Yes ☒ N/A ☐ Deviation (include Deviation Form)

If N/A, Explain Sewers are not located near streams

Section 36.13 ☐ Yes ☒ N/A ☐ Deviation (include Deviation Form)

If N/A, Explain Sewers are not located near streams

Section 36.14 ☐ Yes ☒ N/A ☐ Deviation (include Deviation Form)

If N/A, Explain Sewers will not cross streams

Section 36.21 ☐ Yes ☒ N/A ☐ Deviation (include Deviation Form)

If N/A, Explain Sewers will not cross streams

Section 36.22 ☐ Yes ☒ N/A ☐ Deviation (include Deviation Form)

If N/A, Explain Sewers will not be installed in wetlands, floodplains, or streams

Section 37 ☐ Yes ☒ N/A ☐ Deviation (include Deviation Form)

If N/A, Explain Sewers will not cross streams

Section 38.1 ☒ Yes ☐ N/A ☐ Deviation (include Deviation Form)

If N/A, Explain

Section 38.2 ☒ Yes ☐ N/A ☐ Deviation (include Deviation Form)

If N/A, Explain

Section 38.31 ☒ Yes ☐ N/A ☐ Deviation (include Deviation Form)

If N/A, Explain

Section 38.32 ☒ Yes ☐ N/A ☐ Deviation (include Deviation Form)

If N/A, Explain

Section 39 ☒ Yes ☐ N/A ☐ Deviation (include Deviation Form)

If N/A, Explain

CERTIFYING STATEMENT

I certify that I have examined the above checklist and supporting documentation and attachments and find this information to be correct, true and complete. I find the plans and specifications for this project to be in compliance with the Department of Environmental Quality Circular DEQ-2 as specified above.



(Signature of Professional Engineer)

03/30/21

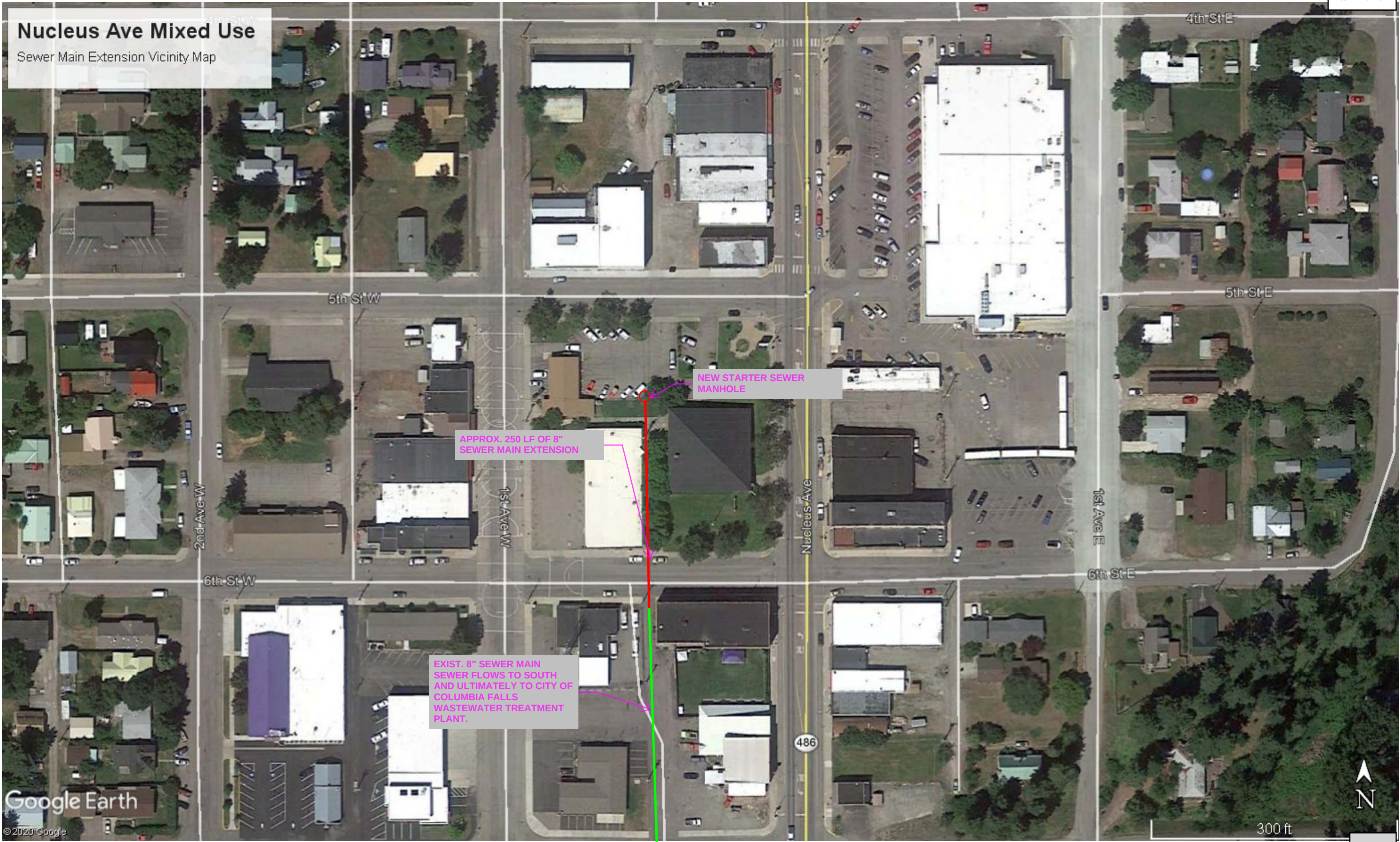
(Date Signed)

Montana P.E. Number 14108



Nucleus Ave Mixed Use

Sewer Main Extension Vicinity Map





MUNICIPAL FACILITIES EXCLUSION

Subdivision Name: Block 37, Columbia Falls Townsite Number of lots/parcels/units: 15/ / 53

Geocode: 07-4186-08-4-56-01-0000 (this can be found at <http://svc.mt.gov/msl/mtcadastral>)

07-4186-08-4-57-01-000

Are main extensions necessary to serve the subdivision? ☒ Yes ☐ No If yes, have plans for the mains been submitted for review? ☒ Yes ☐ No

How will construction of the facilities be financed? Owner Financed

Owner Information:

Owner(s) Name: Ruis Holdings

Print name of owner(s)

Signature of all owners of record

Address: PO Box 1928, Columbia Falls, MT

Street or PO Box, City, State, Zip Code

Email: mickruis@sbcglobal.net

Phone: 619.889.7749

Consultant Information:

Company and Address: Jackola Engineering and Architecture

Email: mbestwick@jackola.com

Phone: 406.755.3208

Eligibility Requirements:**All of the following criteria must be met:**

- ☒ The project must be provided with adequate municipal water and sewer, solid waste disposal and the municipality must review storm water plans.
- ☒ All the mains necessary to serve the subdivision must be municipality owned, operated and maintained. Privately owned mains or lift stations make the project ineligible for this exemption.
- ☒ The municipality must be a 1st or 2nd class municipality as described in MCA 7-4-111 or covered under a growth policy pursuant to Title 76, chapter 1.

The project must be one of the following (check applicable box):

- ☐ A new division subject to review under the Montana Subdivision and Platting Act, or
- ☐ Previously divided parcels recorded with Sanitary Restrictions prior to July 1, 1973 or
- ☒ Divisions or parcels of land that are exempt from Montana Subdivision and Platting Act review under 76-3-203 or 76-3-207 (1) (a), (b), (d), (e), or (f)

Submittal Requirements:**All of the following items must be submitted:**

Item No.10.

- ☒ This form, signed by the property owner, and the municipalities' representative.
- ☒ Copy of Preliminary Plat, COS, Amended Plat or Unit Declaration. The Plat, COS, Am Plat or Unit Declaration must contain the exemption 76-4-125 (1)(d)(i), (ii) or (iii). If using item (iii), the Plat, COS, Am Plat or Unit Declaration must also contain the appropriate Platting Act exemption.
- ☒ Vicinity map showing project location.
- ☐ Applicable zoning ordinances in effect ☒ on file
- ☐ Copy of growth policy, if applicable ☒ on file
- ☒ \$120 processing fee

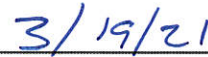
Certification:

I hereby certify that I am licensed to practice engineering in the State of Montana, I am employed directly or retained by the municipality providing service and am authorized to sign on behalf of the municipality. In addition, I hereby certify that:

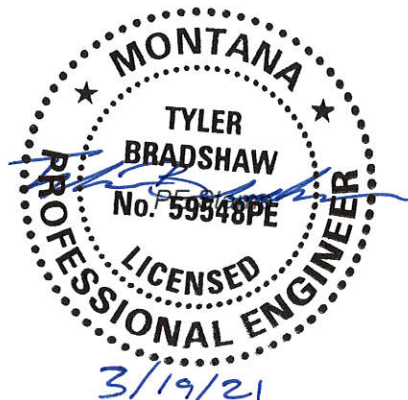
1. The existing water and wastewater systems are in compliance with the provisions of Title 75, chapters 5 and 6, and
2. The water and wastewater systems have adequate capacity to meet the needs of the project, and
3. The municipality has or will review plans to ensure adequate storm water drainage and adequate solid waste disposal.



(Signature of Professional Engineer)



(Date Signed)

Montana P.E. Number 59548

Send to: MTDEQ Subdivisions

PO Box 200901

Helena MT 59620-0901



PUBLIC WORKS DEPARTMENT

Item No.10.

**130 6TH STREET WEST
COLUMBIA FALLS MT. 59912**

**PHONE: (406) 892-4430
FAX: (406) 892-4413**

March 19, 2021

Mike Bestwick, EI
Jackola Engineering
2250 Highway 93 South
Kalispell, MT 59901

Re: Nucleus Avenue Mixed Use Project Sewer Main Extension Approval

Dear Mike,

You requested the City provide an approval letter for the Nucleus Avenue Mixed Use Project Sewer Main Extension in order to obtain the required permit from Montana DEQ. I have reviewed the plans for the proposed extension that you provided on February 18, 2021 and understand the design wastewater characteristics. The City wastewater system has adequate capacity to accommodate the proposed extension. The proposed sewer main extension for the Nucleus Avenue Mixed Use Project is approved.

Please feel free to provide this letter to appropriate design review personnel at DEQ. I can be reached at (406) 892-4430 if there are any questions regarding this approval.

Sincerely,

Tyler Bradshaw, P.E.
Public Works Director
City of Columbia Falls

Enclosures:

APPENDIX B.1

SEWER FLOW CALCULATIONS

Manning Formula Uniform Pipe Flow at Given Slope and Depth

Inputs:

Pipe Diameter, d_o	8.0000	in
Manning Roughness, n	0.0130	
Pressure slope (possibly equal to pipe slope), S_o	0.0040	slope
Percent of (or ratio to) full depth (100% or 1 if flowing full)	0.8000	fraction

Results:

Flow, Q	335.2792	gal/min
Velocity, v	2.4953	ft/s
Velocity head, h_v	0.0968	ft
Flow Area, A	0.2994	ft ²
Wetted Perimeter, P	1.4762	ft
Hydraulic Radius	0.2028	ft
Top Width, T	0.5333	ft
Froude Number, F	0.59	
Shear Stress (tractive force), τ	0.1332	psf

Version 2.0 (20 June 2017)
HawsEDC Calculators

Select Language: English

Conversion to m:

4 0.2032

1

1

Calculations in m:

5 0.0212

2 0.7606

3 0.0295

3 0.0278

3 0.4499

3 0.0618

3 0.1626

0.5872

2 6.3763

Intermediate Variables:

θ 2.2143

a 10.7379

APPENDIX D STORMWATER

APPENDIX D.1

NRCS SOILS REPORT



United States
Department of
Agriculture

NRCS

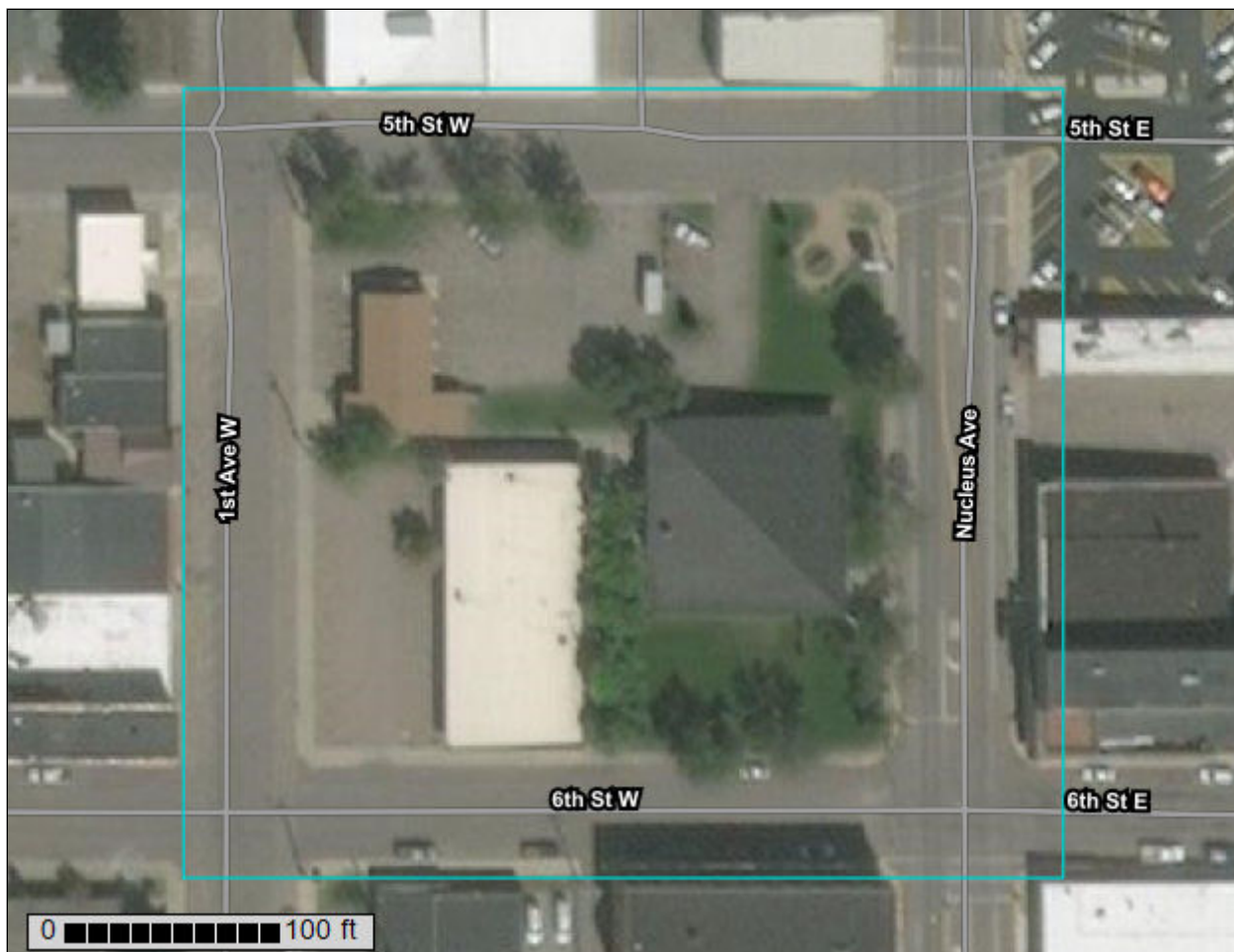
Natural
Resources
Conservation
Service

A product of the National
Cooperative Soil Survey,
a joint effort of the United
States Department of
Agriculture and other
Federal agencies, State
agencies including the
Agricultural Experiment
Stations, and local
participants

Item No.10.

Custom Soil Resource Report for Upper Flathead Valley Area, Montana

Nucleus Ave. Mixed Use



Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<https://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require

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Contents

Preface..... 2

How Soil Surveys Are Made.....5

Soil Map..... 8

 Soil Map.....9

 Legend.....10

 Map Unit Legend..... 11

 Map Unit Descriptions.....11

 Upper Flathead Valley Area, Montana..... 13

 Mg—Mires gravelly loam, 0 to 3 percent slopes..... 13

References..... 15

How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units).

Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report
Soil Map

Item No.10.



MAP LEGEND**Area of Interest (AOI)**
 Area of Interest (AOI)
Soils
 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points
Special Point Features
 Blowout

 Borrow Pit

 Clay Spot

 Closed Depression

 Gravel Pit

 Gravelly Spot

 Landfill

 Lava Flow

 Marsh or swamp

 Mine or Quarry

 Miscellaneous Water

 Perennial Water

 Rock Outcrop

 Saline Spot

 Sandy Spot

 Severely Eroded Spot

 Sinkhole

 Slide or Slip

 Sodic Spot

 Spoil Area

 Stony Spot

 Very Stony Spot

 Wet Spot

 Other

 Special Line Features
Water Features
 Streams and Canals
Transportation
 Rails

 Interstate Highways

 US Routes

 Major Roads

 Local Roads
Background
 Aerial Photography
MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Upper Flathead Valley Area, Montana
Survey Area Data: Version 16, Jun 4, 2020

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Aug 27, 2014—Nov 2, 2016

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
Mg	Mires gravelly loam, 0 to 3 percent slopes	3.4	100.0%
Totals for Area of Interest		3.4	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Upper Flathead Valley Area, Montana

Mg—Mires gravelly loam, 0 to 3 percent slopes

Map Unit Setting

National map unit symbol: 4vrl
Elevation: 2,900 to 5,600 feet
Mean annual precipitation: 17 to 25 inches
Mean annual air temperature: 43 to 45 degrees F
Frost-free period: 70 to 105 days
Farmland classification: Not prime farmland

Map Unit Composition

Mires and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Mires

Setting

Landform: Terraces, outwash fans
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Outwash

Typical profile

A - 0 to 8 inches: gravelly loam
Bw - 8 to 18 inches: very gravelly loam
2C - 18 to 60 inches: very gravelly loamy sand

Properties and qualities

Slope: 0 to 3 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high
(0.57 to 1.98 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 10 percent
Maximum salinity: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Available water capacity: Low (about 3.3 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 6e
Hydrologic Soil Group: B
Ecological site: R044AP808MT - UPLAND GRASSLAND 44A LRU P
Hydric soil rating: No

Minor Components

Nonhydric

Percent of map unit: 15 percent
Hydric soil rating: No

References

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- United States Department of Agriculture, Natural Resources Conservation Service. National range and pasture handbook. <http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/landuse/rangepasture/?cid=stelprdb1043084>

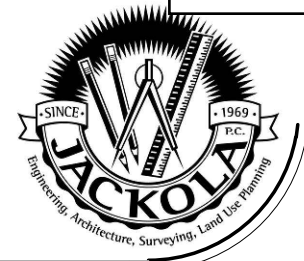
United States Department of Agriculture, Natural Resources Conservation Service. National soil survey handbook, title 430-VI. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/scientists/?cid=nrcs142p2_054242

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United States Department of Agriculture, Soil Conservation Service. 1961. Land capability classification. U.S. Department of Agriculture Handbook 210. http://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs142p2_052290.pdf

APPENDIX D.2

PRE AND POST DEVELOPMENT BASIN MAPS



LEGEND

FLOW PATH 

SUBBASIN BOUNDARY 



RUIS HOLDINGS
NUCLEUS AVENUE MIXED USE
COLUMBIA FALLS, MT

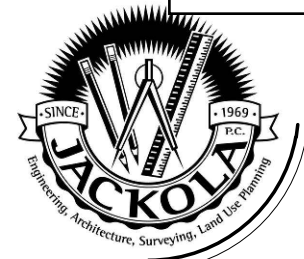
KALISPELL
406-755-3208

JACKOLA.COM

VANCOUVER
360-852-8746

BOZEMAN
406-586-0707

- 276 -

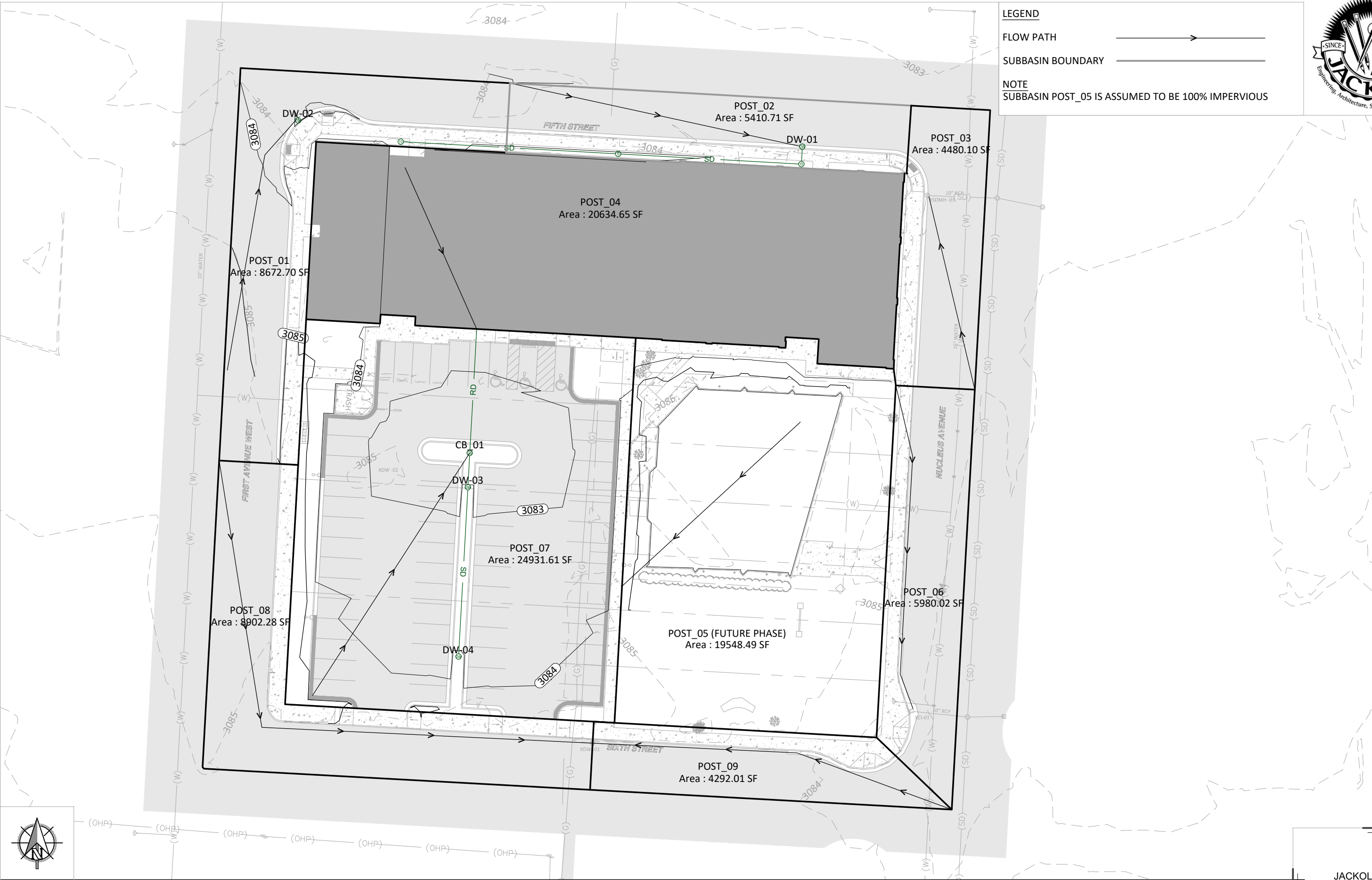


LEGEND

FLOW PATH →

SUBBASIN BOUNDARY ———

NOTE
SUBBASIN POST_05 IS ASSUMED TO BE 100% IMPERVIOUS



RUIS HOLDINGS
NUCLEUS AVENUE MIXED USE
COLUMBIA FALLS, MT

KALISPELL
406-755-3208

JACKOLA.COM

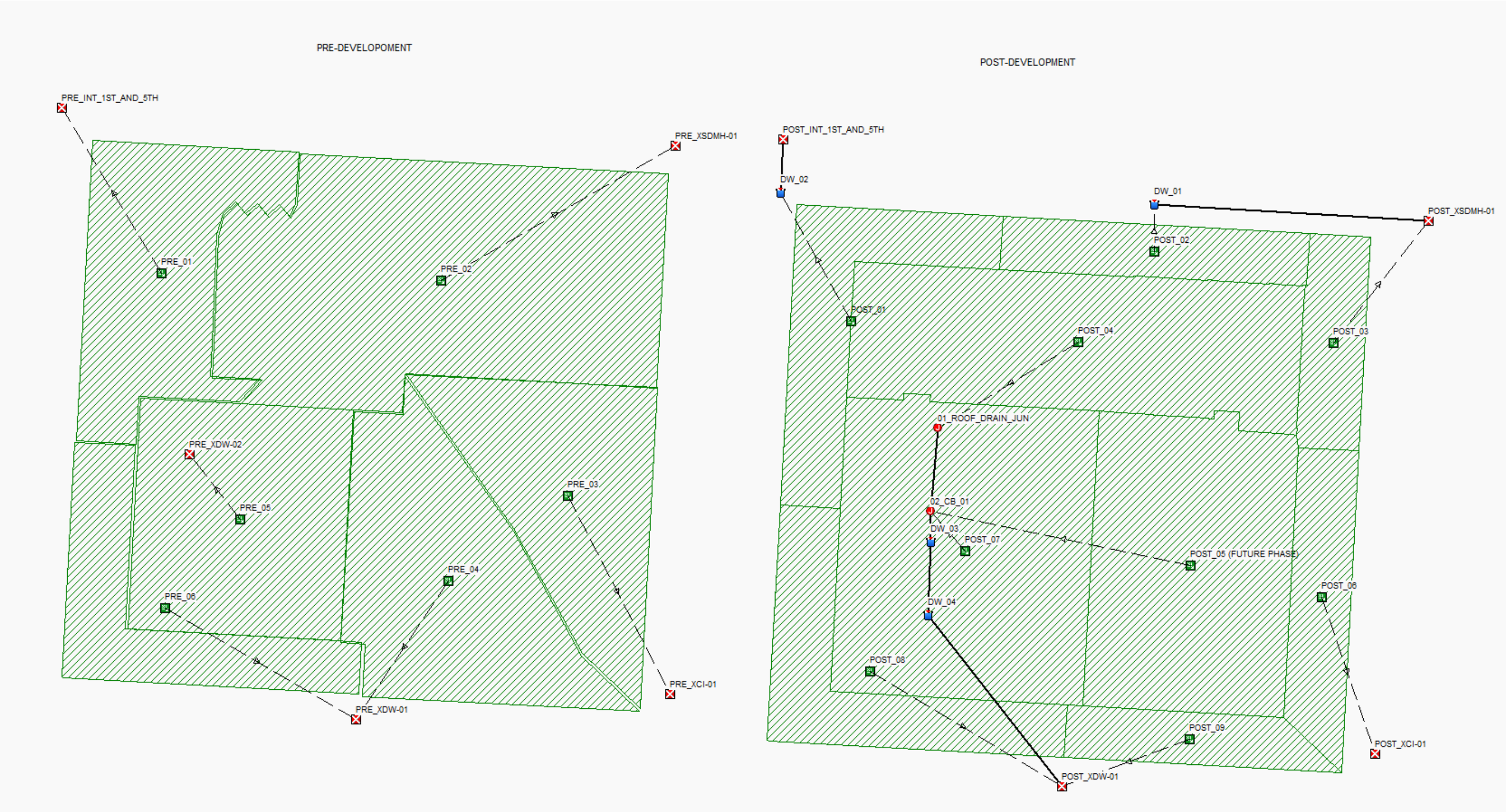
VANCOUVER 360-852-8746 BOZEMAN 406-586-0707

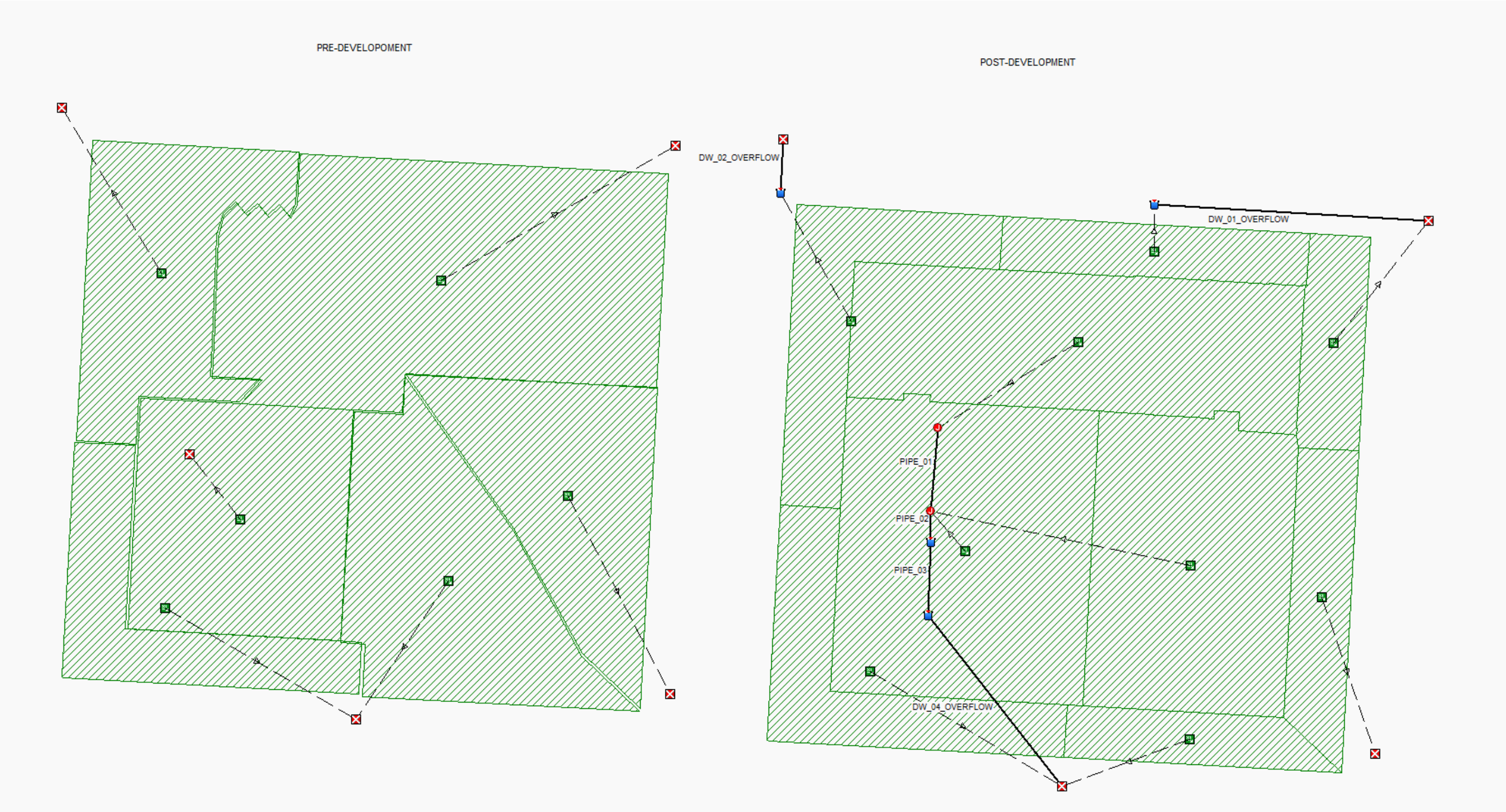
- 277 -

POST-DEVELOPMENT STORMWATER MAP
1"=40'

APPENDIX D.3

STORM MODEL NETWORK MAP





APPENDIX D.4

10-YEAR STORM CALCULATIONS

Autodesk® Storm and Sanitary Analysis 2016 - Version 13.2.147 (Build 0)

Project Description

File Name 2020_12_11_RUIS.SPF
 Description Z:\ClientFiles\2020\Ruis Holdings\200909 Nucleus Ave Mixed Use\6 Drawings\1
 Autocad\C3Data\Ruis_Storm_PreDevelopment.dwg
 Z:\ClientFiles\2020\Ruis Holdings\200909 Nucleus Ave Mixed Use\6 Drawings\1
 Autocad\C3Data\Ruis_Storm_PostDevelopment.dwg
 Z:\ClientFiles\2020\Ruis Holdings\200909 Nucleus Ave Mixed Use\6 Drawings\1
 Autocad\C3Data\Ruis_Storm_PostDevelopment.dwg

Analysis Options

Flow Units cfs
 Subbasin Hydrograph Method. SCS TR-55
 Time of Concentration..... SCS TR-55
 Link Routing Method Hydrodynamic
 Storage Node Exfiltration.. Constant flow
 Starting Date OCT-29-2019 00:00:00
 Ending Date NOV-02-2019 00:00:00
 Report Time Step 00:05:00

Element Count

Number of rain gages 0
 Number of subbasins 15
 Number of nodes 15
 Number of links 6

Subbasin Summary

Subbasin	Total Area ft²	Peak Rate Factor
POST_01	8672.67	484.00
POST_02	5410.70	484.00
POST_03	4480.08	484.00
POST_04	20634.55	484.00
POST_05 (FUTURE PHASE)	19548.43	484.00
POST_06	5979.98	484.00
POST_07	24931.51	484.00
POST_08	8902.23	484.00
POST_09	4291.99	484.00
PRE_01	13807.24	484.00
PRE_02	32402.63	484.00
PRE_03	14088.03	484.00
PRE_04	17216.93	484.00
PRE_05	16441.52	484.00
PRE_06	8895.79	484.00

Node Summary

Node ID	Element Type	Invert Elevation ft	Maximum Elev. ft	Ponded Area ft²	External Inflow
------------	-----------------	---------------------------	------------------------	-----------------------	--------------------

01_ROOF_DRAIN_JUN	JUNCTION	3077.97	3083.97	0.00
02_CB_01	JUNCTION	3076.37	3082.00	100.00
POST_INT_1ST_AND_5TH	OUTFALL	3080.00	3081.50	0.00
POST_XCI-01	OUTFALL	3080.00	3080.00	0.00
POST_XDW-01	OUTFALL	3080.00	3081.50	0.00
POST_XSDMH-01	OUTFALL	3080.00	3081.50	0.00
PRE_INT_1ST_AND_5TH	OUTFALL	3080.00	3080.00	0.00
PRE_XCI-01	OUTFALL	3080.00	3080.00	0.00
PRE_XDW-01	OUTFALL	3080.00	3080.00	0.00
PRE_XDW-02	OUTFALL	3080.00	3080.00	0.00
PRE_XSDMH-01	OUTFALL	3080.00	3080.00	0.00
DW_01	STORAGE	3073.19	3083.19	100.00
DW_02	STORAGE	3072.89	3082.89	100.00
DW_03	STORAGE	3076.31	3083.04	100.00
DW_04	STORAGE	3076.30	3084.10	100.00

Link Summary

Link ID	From Node	To Node	Element Type	Length ft	Slope %	Manning's Roughness
DW_01_OVERFLOW	DW_01	POST_XSDMH-01	CONDUIT	157.8	0.6337	0.0150
DW_02_OVERFLOW	DW_02	POST_INT_1ST_AND_5TH	CONDUIT	38.0	2.6281	0.0150
DW_04_OVERFLOW	DW_04	POST_XDW-01	CONDUIT	125.5	1.5932	0.0150
PIPE_01	01_ROOF_DRAIN_JUN	02_CB_01	CONDUIT	54.9	1.9993	0.0130
PIPE_02	02_CB_01	DW_03	CONDUIT	15.1	0.4095	0.0130
PIPE_03	DW_03	DW_04	CONDUIT	75.0	0.0133	0.0130

Cross Section Summary

Link ID	Shape	Depth/ Diameter ft	Width ft	No. of Barrels	Cross Sectional Area ft ²	Full Flow Hydraulic Radius ft	Design Flow Capacity cfs
DW_01_OVERFLOW	CIRCULAR	1.50	1.50	1	1.77	0.38	7.25
DW_02_OVERFLOW	CIRCULAR	1.50	1.50	1	1.77	0.38	14.76
DW_04_OVERFLOW	CIRCULAR	1.50	1.50	1	1.77	0.38	11.49
PIPE_01	CIRCULAR	0.50	0.50	1	0.20	0.13	0.79
PIPE_02	CIRCULAR	1.00	1.00	1	0.79	0.25	2.28
PIPE_03	CIRCULAR	1.00	1.00	1	0.79	0.25	0.41

Runoff Quantity Continuity

	Volume acre-ft	Depth inches
Total Precipitation	0.791	2.011
Surface Runoff	0.054	0.137
Continuity Error (%)	-0.000	

Flow Routing Continuity

	Volume acre-ft	Volume Mgallons
External Inflow	0.000	0.000
External Outflow	0.302	0.098
Initial Stored Volume	0.000	0.000
Final Stored Volume	0.000	0.000
Continuity Error (%)	0.400	

Composite Curve Number Computations Report

Subbasin POST_01

Soil/Surface Description	Area (ft ²)	Soil Group	CN
Paved parking & roofs	8236.94	B	98.00
> 75% grass cover, Good	435.73	B	61.00
Composite Area & Weighted CN	8672.67		96.14

Subbasin POST_02

Soil/Surface Description	Area (ft ²)	Soil Group	CN
Paved parking & roofs	4851.43	B	98.00
> 75% grass cover, Good	559.26	B	61.00
Composite Area & Weighted CN	5410.70		94.18

Subbasin POST_03

Soil/Surface Description	Area (ft ²)	Soil Group	CN
Paved parking & roofs	4451.42	B	98.00
> 75% grass cover, Good	28.66	B	61.00
Composite Area & Weighted CN	4480.08		97.76

Subbasin POST_04

Soil/Surface Description	Area (ft ²)	Soil Group	CN
Paved parking & roofs	20634.55	B	98.00
Composite Area & Weighted CN	20634.55		98.00

Subbasin POST_05 (FUTURE PHASE)

Soil/Surface Description	Area (ft ²)	Soil Group	CN
Paved parking & roofs	19548.43	B	98.00
Composite Area & Weighted CN	19548.43		98.00

Subbasin POST_06

Soil/Surface Description	Area (ft ²)	Soil Group	CN
Paved parking & roofs	5979.98	B	98.00
Composite Area & Weighted CN	5979.98		98.00

Subbasin POST_07

Soil/Surface Description	Area (ft ²)	Soil Group	CN
Paved parking & roofs	21264.34	B	98.00
> 75% grass cover, Good	3667.17	B	61.00
Composite Area & Weighted CN	24931.51		92.56

Subbasin POST_08

Soil/Surface Description	Area (ft ²)	Soil Group	CN
Paved parking & roofs	8902.23	B	98.00
Composite Area & Weighted CN	8902.23		98.00

Subbasin POST_09

Soil/Surface Description	Area (ft ²)	Soil Group	CN
Paved parking & roofs	4291.99	B	98.00
Composite Area & Weighted CN	4291.99		98.00

Subbasin PRE_01

Soil/Surface Description	Area (ft ²)	Soil Group	CN
Paved parking & roofs	12282.74	B	98.00
> 75% grass cover, Good	1524.51	B	61.00
Composite Area & Weighted CN	13807.24		93.91

Subbasin PRE_02

Soil/Surface Description	Area (ft ²)	Soil Group	CN
Paved parking & roofs	24176.53	B	98.00
> 75% grass cover, Good	8226.10	B	61.00
Composite Area & Weighted CN	32402.63		88.61

Subbasin PRE_03

Soil/Surface Description	Area (ft ²)	Soil Group	CN
Paved parking & roofs	9757.88	B	98.00
> 75% grass cover, Good	4330.15	B	61.00
Composite Area & Weighted CN	14088.03		86.63

Subbasin PRE_04

Soil/Surface Description	Area (ft ²)	Soil Group	CN
Paved parking & roofs	7069.76	B	98.00
> 75% grass cover, Good	10147.22	B	61.00
Composite Area & Weighted CN	17216.98		76.19

Subbasin PRE_05

Soil/Surface Description	Area (ft ²)	Soil Group	CN
Paved parking & roofs	16441.44	B	98.00
Composite Area & Weighted CN	16441.44		98.00

Subbasin PRE_06

Area Soil

Soil/Surface Description	(ft ²)	Group	CN
Paved parking & roofs	8895.79	B	98.00
Composite Area & Weighted CN	8895.79		98.00

 SCS TR-55 Time of Concentration Computations Report

Sheet Flow Equation

$$T_c = (0.007 * ((n * L_f)^{0.8})) / ((P^{0.5}) * (S_f^{0.4}))$$

Where:

T_c = Time of Concentration (hrs)
 n = Manning's Roughness
 L_f = Flow Length (ft)
 P = 2 yr, 24 hr Rainfall (inches)
 S_f = Slope (ft/ft)

Shallow Concentrated Flow Equation

V = 16.1345 * (S_f^{0.5}) (unpaved surface)
 V = 20.3282 * (S_f^{0.5}) (paved surface)
 V = 15.0 * (S_f^{0.5}) (grassed waterway surface)
 V = 10.0 * (S_f^{0.5}) (nearly bare & untilled surface)
 V = 9.0 * (S_f^{0.5}) (cultivated straight rows surface)
 V = 7.0 * (S_f^{0.5}) (short grass pasture surface)
 V = 5.0 * (S_f^{0.5}) (woodland surface)
 V = 2.5 * (S_f^{0.5}) (forest w/heavy litter surface)
 T_c = (L_f / V) / (3600 sec/hr)

Where:

T_c = Time of Concentration (hrs)
 L_f = Flow Length (ft)
 V = Velocity (ft/sec)
 S_f = Slope (ft/ft)

Channel Flow Equation

V = (1.49 * (R^(2/3)) * (S_f^{0.5})) / n
 R = A_q / W_p
 T_c = (L_f / V) / (3600 sec/hr)

Where:

T_c = Time of Concentration (hrs)
 L_f = Flow Length (ft)
 R = Hydraulic Radius (ft)
 A_q = Flow Area (ft²)
 W_p = Wetted Perimeter (ft)
 V = Velocity (ft/sec)
 S_f = Slope (ft/ft)
 n = Manning's Roughness

 Subbasin POST_01

User-Defined TOC override (minutes): 5.00

 Subbasin POST_02

 User-Defined TOC override (minutes): 5.00

 Subbasin POST_03

User-Defined TOC override (minutes): 5.00

 Subbasin POST_04

User-Defined TOC override (minutes): 5.00

 Subbasin POST_05 (FUTURE PHASE)

User-Defined TOC override (minutes): 5.00

 Subbasin POST_06

User-Defined TOC override (minutes): 5.00

 Subbasin POST_07

User-Defined TOC override (minutes): 5.00

 Subbasin POST_08

User-Defined TOC override (minutes): 5.00

 Subbasin POST_09

User-Defined TOC override (minutes): 5.00

 Subbasin PRE_01

User-Defined TOC override (minutes): 5.00

 Subbasin PRE_02

User-Defined TOC override (minutes): 5.00

 Subbasin PRE_03

=====

Total TOC (minutes):	0.00
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=====

 Subbasin PRE_04

User-Defined TOC override (minutes): 5.00

Subbasin PRE_05

User-Defined TOC override (minutes): 5.00

Subbasin PRE_06

User-Defined TOC override (minutes): 5.00

Subbasin Runoff Summary

Subbasin ID	Total Precip in	Total Runoff in	Peak Runoff cfs	Weighted Curve Number	Time of Concentration days	hh:mm:ss
POST_01	2.00	1.59	0.25	96.140	0	00:05:00
POST_02	2.00	1.41	0.14	94.180	0	00:05:00
POST_03	2.00	1.74	0.14	97.760	0	00:05:00
POST_04	2.00	1.77	0.66	98.000	0	00:05:00
POST_05 (FUTURE PHASE)	2.00	1.77	0.62	98.000	0	00:05:00
POST_06	2.00	1.77	0.19	98.000	0	00:05:00
POST_07	2.00	1.28	0.59	92.560	0	00:05:00
POST_08	2.00	1.77	0.28	98.000	0	00:05:00
POST_09	2.00	1.77	0.13	98.000	0	00:05:00
PRE_01	2.00	1.39	0.36	93.910	0	00:05:00
PRE_02	2.00	1.00	0.58	88.610	0	00:05:00
PRE_03	2.00	0.88	0.22	86.630	0	00:05:00
PRE_04	2.00	0.42	0.08	76.190	0	00:05:00
PRE_05	2.00	1.77	0.53	98.000	0	00:05:00
PRE_06	2.00	1.77	0.28	98.000	0	00:05:00

Node Depth Summary

Node ID	Average Depth Attained ft	Maximum Depth Attained ft	Maximum HGL Attained ft	Time of Max Occurrence days	hh:mm	Total Flooded Volume acre-in	Total Time Flooded minutes	Retention Time hh:mm:ss
01_ROOF_DRAIN_JUN	0.06	0.39	3078.36	0	10:00	0	0	0:00:00
02_CB_01	0.11	0.51	3076.88	0	10:00	0	0	0:00:00
POST_INT_1ST_AND_5TH	0.00	0.00	3080.00	0	00:00	0	0	0:00:00
POST_XCI-01	0.00	0.00	3080.00	0	00:00	0	0	0:00:00
POST_XDW-01	0.00	0.00	3080.00	0	00:00	0	0	0:00:00
POST_XSDMH-01	0.00	0.00	3080.00	0	00:00	0	0	0:00:00
PRE_INT_1ST_AND_5TH	0.00	0.00	3080.00	0	00:00	0	0	0:00:00
PRE_XCI-01	0.00	0.00	3080.00	0	00:00	0	0	0:00:00
PRE_XDW-01	0.00	0.00	3080.00	0	00:00	0	0	0:00:00
PRE_XDW-02	0.00	0.00	3080.00	0	00:00	0	0	0:00:00
PRE_XSDMH-01	0.00	0.00	3080.00	0	00:00	0	0	0:00:00
DW_01	0.00	0.00	3073.19	0	00:00	0	0	0:00:00
DW_02	0.00	0.00	3072.89	0	00:00	0	0	0:00:00
DW_03	0.00	0.00	3076.31	0	00:00	0	0	0:00:00
DW_04	0.00	0.00	3076.30	0	00:00	0	0	0:00:00

Node Flow Summary

Node ID	Element Type	Maximum Lateral Inflow cfs	Peak Inflow cfs	Time of Peak Inflow Occurrence days hh:mm	Maximum Flooding Overflow cfs	Time of Peak Flooding Occurrence days hh:mm
01_ROOF_DRAIN_JUN	JUNCTION	0.66	0.66	0 10:00	0.00	
02_CB_01	JUNCTION	1.21	1.86	0 10:00	0.00	
POST_INT_1ST_AND_5TH	OUTFALL	0.00	0.00	0 00:00	0.00	
POST_XCI-01	OUTFALL	0.19	0.19	0 10:00	0.00	
POST_XDW-01	OUTFALL	0.42	0.42	0 10:00	0.00	
POST_XSDMH-01	OUTFALL	0.14	0.14	0 10:00	0.00	
PRE_INT_1ST_AND_5TH	OUTFALL	0.36	0.36	0 10:00	0.00	
PRE_XCI-01	OUTFALL	0.22	0.22	0 10:00	0.00	
PRE_XDW-01	OUTFALL	0.36	0.36	0 10:00	0.00	
PRE_XDW-02	OUTFALL	0.52	0.52	0 10:00	0.00	
PRE_XSDMH-01	OUTFALL	0.58	0.58	0 10:00	0.00	
DW_01	STORAGE	0.14	0.14	0 10:00	0.00	
DW_02	STORAGE	0.25	0.25	0 10:00	0.00	
DW_03	STORAGE	0.00	1.86	0 10:00	0.00	
DW_04	STORAGE	0.00	0.00	0 00:00	0.00	

Storage Node Summary

Storage Node ID	Maximum	Maximum	Time of Max	Average	Average	Maximum	Maximum
Total	Ponded	Ponded	Ponded	Ponded	Ponded	Storage Node	Exfiltration
Exfiltrated	Volume	Volume	Volume	Volume	Volume	Outflow	Rate
Volume	1000 ft ³	(%)	days hh:mm	1000 ft ³	(%)	cfs	cfm
1000 ft ³							

DW_01	0.000	0	0 00:00	0.000	0	0.00	149.40
0.619							
DW_02	0.000	0	0 00:00	0.000	0	0.00	149.40
1.140							
DW_03	0.000	0	0 00:00	0.000	0	0.00	149.40
8.549							
DW_04	0.000	0	0 00:00	0.000	0	0.00	149.40
0.000							

Outfall Loading Summary

Outfall Node ID	Flow Frequency (%)	Average Flow cfs	Peak Inflow cfs
POST_INT_1ST_AND_5TH	0.00	0.00	0.00
POST_XCI-01	53.60	0.03	0.19
POST_XDW-01	53.78	0.07	0.42
POST_XSDMH-01	53.29	0.02	0.14
PRE_INT_1ST_AND_5TH	52.34	0.06	0.36

PRE_XCI-01	50.19	0.04	0.22
PRE_XDW-01	53.80	0.06	0.36
PRE_XDW-02	53.97	0.08	0.52
PRE_XSDMH-01	50.83	0.10	0.58

System	46.87	0.46	2.79

Link Flow Summary

Link ID Total Reported Time Condition Surcharged minutes	Element Type	Time of Peak Flow Occurrence days hh:mm	Maximum Velocity Attained ft/sec	Length Factor	Peak Flow during Analysis cfs	Design Flow Capacity cfs	Ratio of Maximum /Design Flow	Ratio of Maximum Flow Depth
--	-----------------	--	---	------------------	--	-----------------------------------	--	--------------------------------------

DW_01_OVERFLOW 0 Calculated	CONDUIT	0 00:00	0.00	1.00	0.00	7.25	0.00	0.00
DW_02_OVERFLOW 0 Calculated	CONDUIT	0 00:00	0.00	1.00	0.00	14.76	0.00	0.00
DW_04_OVERFLOW 0 Calculated	CONDUIT	0 00:00	0.00	1.00	0.00	11.49	0.00	0.00
PIPE_01 0 Calculated	CONDUIT	0 10:00	4.23	1.00	0.65	0.79	0.82	0.73
PIPE_02 0 Calculated	CONDUIT	0 10:00	11.86	1.00	1.86	2.28	0.81	0.25
PIPE_03 0 Calculated	CONDUIT	0 00:00	0.00	1.00	0.00	0.41	0.00	0.00

Highest Flow Instability Indexes

Link PIPE_02 (3)

Analysis began on: Mon Dec 28 16:13:02 2020
Analysis ended on: Mon Dec 28 16:13:08 2020
Total elapsed time: 00:00:06

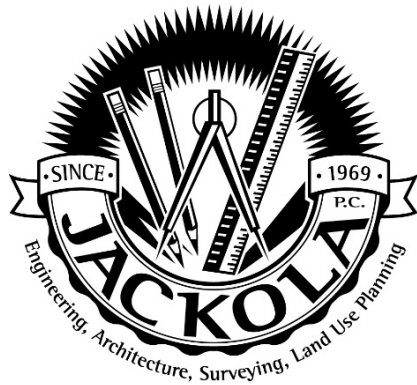
APPENDIX D.5

OPERATIONS AND MAINTENANCE PLAN

NUCLEUS AVENUE MIXED USE
STORMWATER INFRASTRUCTURE OPERATIONS & MAINTENANCE
MANUAL

Kalispell, Montana

Prepared By:



Jackola Engineering & Architecture
PO Box 1134
Kalispell, MT 59903

1.0 DRYWELLS

Visual inspection of drywells is to be completed annually to ensure performance of the facility. Trash removal should be performed during the annual inspections or more frequently as needed. Removal of sediment should be performed every 5-7 years or when inspections indicate that infiltration rates are diminishing.

DETENTION FACILITY MAINTENANCE ACTIVITIES	
Activity	Schedule
• Monitor sediment accumulation levels in drywell bottoms. • Inspect the condition of stormwater inlets to the drywell for material damage, erosion or undercutting	Annually

2.0 CATCH BASINS

Storm manholes, curb inlets, and catch basins should be inspected twice a year for sediment and debris buildup. Sumps should be cleaned with a vacuum truck once 75% of sump capacity has been reached. Ensure operability of structures grates, inlets, and outlets.

OUTLET STRUCTURE & CATCH BASINS	
Activity	Schedule
• Inspect sump and remove debris as needed • Inspect grates for damage. Repair/replace as needed	Semi-Annually
• Repair or replace inlet and outlet pipes	5 – 25 years

Facility Inspection Checklist

Stormwater Management Facility Inspection and Maintenance Log
Property Address: Inspection Date: _____ Inspection Time: _____ Inspected By: _____ Date and Time of Last Rainfall: _____ Type of Stormwater Management Facility: _____ Location of Facility on Site (in relation to buildings or other structures): _____
Water levels and observation (Oil sheen, Smell, Turbidity, etc.):
Sediment accumulation and record of sediment removal:
Condition of Vegetation (Height, survival rates, invasion species present, etc.) and record of replacement and management (mowing, weeding etc.)
Condition of physical properties such as inlets, outlets, piping, fences, irrigation facilities, and side slopes. Record damaged items and replacement activities:
Presence of insects or rodents. Record control activities:
Identify safety hazards present. Record resolution activities:

APPENDIX E

MISCELLANEOUS

APPENDIX E.1

GEOTECHNICAL REPORT



November 15, 2020

Jackola Engineering & Architecture, PC
2215 Highway 93 South
Kalispell, Montana 59901

Attn: Karl Henshaw, P.E.
khenshaw@jackola.com

Re: Report of Geotechnical Investigation
Mixed Use Redevelopment Project
Columbia Falls, Montana

Dear Mr. Henshaw:

Alpine Geotechnical, LLC (Alpine) has completed a geotechnical investigation for a planned commercial mixed-use building in Columbia Falls, Montana. We were asked to provide geotechnical information needed to assist with design of foundations, floor slabs, pavements, stormwater infiltration, and earthwork related phases of this project. The results of our field investigation, observations, laboratory test results, discussion of geotechnical considerations, and recommendations are included in this report. These services were provided in accordance with our proposal dated September 29, 2020 and subsequent authorization to proceed.

The project includes redevelopment of most of a city block in downtown Columbia Falls west of Nucleus Avenue and between 5th and 6th Streets West. The existing building and landscaping that fronts Nucleus Avenue will remain. The buildings will be constructed using concrete perimeter strip foundations and concrete slab-on-grade, and are anticipated to be wood framed. Loading is unknown at this time, but is assumed to be less than 5,000 pounds per lineal foot for perimeter line loads and less than 75,000 pounds for point loads. Foundation depths for this addition are presumed to be 3.5 feet below existing grade, with no basement areas anticipated.

Subsurface exploration took place October 23, 2020, and included four borings, designated DH-1 through DH-4, excavated within proposed development areas to depths ranging from 7 to 25 feet below existing grade. An Exploration Location Plan and individual logs of each boring are attached.

The borings were advanced using a truck mounted, rotary drill rig (CME45B) using continuous flight hollow-stem augers owned and operated by Alpine Geotechnical. Representative samples were obtained by split-barrel sampling methods in general accordance with applicable ASTM D1586, where the standard penetration resistance value (SPT-N) is determined based on the number of blows required to advance a standard 2-inch outside diameter split-barrel sampler the last 12 inches of the typical total 18-inch penetration by means of a 140-pound hammer with a free

fall of 30 inches. This value is used to estimate the in-situ relative density of cohesionless soils and consistency of cohesive soils. Collected samples were tagged for identification, sealed to reduce moisture loss, and taken to our laboratory for further examination, testing, and classification. Information provided on the boring logs attached to this report includes soil descriptions, consistency evaluations, boring depths, sampling intervals, and groundwater conditions. The borings were backfilled by the drill crew with auger cuttings at the conclusion of each boring.

A field log of each boring was prepared by our geoscientist. These logs include visual classifications of the subsurface materials encountered during drilling as well as the driller's interpretation of the subsurface conditions between samples. Final boring logs included with this report represent field classifications, modified as needed based on laboratory tests of the samples. The logs also contain the field SPT results, natural moisture content, and groundwater information.

Geology

The project site is located in Columbia Falls, which is situated within a glacial outwash and alluvial deposit (Pleistocene), according to mapping by Larry N. Smith, Surficial Geologic Map of the upper Flathead River valley (Kalispell valley) area, 2002. This mapping is consistent with our field subsurface findings.

Site/Subsurface Conditions

Current ground cover consists of existing buildings and asphalt pavement, as the site is presently developed. The existing building that fronts Nucleus Avenue will remain, and the other buildings will be demolished. Subsurface conditions in the areas explored included asphalt pavement that was 3 to 4 inches thick in the areas explored. Landscaped areas on the property are anticipated to include a topsoil thickness, that is unknown. Previously placed fill materials were encountered at the boring locations that consisted of gravel, silt and sand extended to depths of 2 to 3 feet below existing grade. Given the relatively shallow depth of fill materials, no Standard Penetration Tests (SPT) were performed, because they were outside of our standard sampling intervals. The fill materials did contain organic topsoil at most locations, and were visually assessed as loose based upon the relative ease of hollow stem auger advancement reported by the driller. The native inorganic soils beneath the fill were coarse grained poorly graded gravel with silt and sand that extended to the total depths explored. The native gravel deposit also contained cobbles and boulders, and an occasional sand layer. The native gravel was medium dense to very dense based upon field Standard Penetration Test (SPT) N-values that ranged from 23 to 52 blows per foot. Natural moisture contents in the native gravel ranged from 2 to 11 percent. The attached logs should be reviewed for a detailed description of the conditions encountered at the individual investigation locations.

Particle size testing (ASTM C117 & C136) of soils taken from the borings are shown in the table below:

Boring(s)	Depth (ft)	Passing No. 200 (%)	Classification
DH-3	5.0	11.4	Poorly Graded Gravel with Silt and Sand (GP-GM)

Plasticity testing indicated the material to be granular, non-plastic. The soils encountered appeared to be reasonably consistent, so no additional laboratory testing was provided.

Groundwater Conditions

The borings were observed while drilling and immediately after completion for the presence and level of groundwater. Static groundwater was not encountered in any of the borings during the field investigation. A very moist and possible seepage zone was encountered in Boring DH-4 between 5 and 5.5 feet below existing grade.

The groundwater level will fluctuate over time due to seasonal variations in the amount of rainfall, runoff, and other hydrologic factors not evident at the time the borings were performed. Therefore, groundwater levels during construction or at other times in the future may vary relative to the conditions indicated on the logs.

ENGINEERING RECOMMENDATIONS

Foundations

We presume the new building(s) will be supported by conventional strip/spread foundations around the perimeter established at frost depth (minimum 3.5 feet below adjacent grade), and that a concrete slab-on-grade will be used to support floors. The loading will likely be a combination of perimeter and interior line loads to be supported by concrete strip footings. The buildings can be adequately supported on the native, recompacted poorly graded gravel with silt and sand, which is the anticipated stratum at the foundation level. Following excavation to rough footing grade, the upper 12 inches of the native gravel below the foundation level should be scarified, water conditioned, and compacted to a minimum of 98% of standard Proctor (ASTM D698) maximum dry density. Depending on the level of disturbance, and ease of fine-grading, it may be beneficial to import a nominal thickness of crushed base course to be placed directly beneath the footings atop recompacted native gravel. Footings should be designed for an allowable bearing pressure of 3,000 pounds per square foot.

For design, reinforced concrete walls with unbalanced backfill levels on opposite sides should be designed for earth pressures at least equal to those indicated in the following table. Earth pressures will be influenced by structural design of the walls, conditions of wall restraint, methods

of construction and/or compaction and the strength of the materials being restrained. Active earth pressure is commonly used for design of free-standing cantilever retaining walls and assumes wall movement. The "at-rest" condition assumes no wall movement. The recommended design lateral earth pressures do not include a factor of safety and do not provide for hydrostatic pressure on the walls.

EARTH PRESSURE COEFFICIENTS

EARTH PRESSURE CONDITIONS	COEFFICIENT FOR BACKFILL TYPE	EQUIVALENT FLUID DENSITY (pcf)	SURCHARGE PRESSURE (psf)	EARTH PRESSURE (psf)
Active (Ka)	Structural Fill - 0.26	35	(0.26)S	(35)H
	Native Gravel – 0.31	41	(0.31)S	(41)H
At-Rest (Ko)	Structural Fill - 0.41	55	(0.41)S	(55)H
	Native Gravel – 0.47	62	(0.47)S	(62)H
Passive (Kp)	Structural Fill – 3.85	500	---	---
	Native Gravel – 3.25	425	---	---

Applicable conditions to the above include:

- For active earth pressure, wall must rotate about base, with top lateral movements of about 0.002 **H** to 0.004 **H**, where **H** is wall height
- For passive earth pressure to develop, wall must move horizontally to mobilize resistance
- Uniform surcharge, where **S** is surcharge pressure
- Horizontal backfill, compacted to 95 percent (native materials) and 98 percent (Structural Fill) of standard Proctor maximum dry density
- No hydrostatic pressure acting on wall
- No loading from compaction equipment
- No loading from nearby footings or slabs
- No dynamic loading
- No safety factor included in soil parameters
- Ignore passive pressure in frost zone

Floor Slabs

During initial site preparation, we recommend that all previously placed fill materials within the building footprint be completely removed to expose the native poorly graded gravel with silt and sand. Following fill removal, the site will require varying depths of fill to achieve final grade for slab support within building areas. This should be accomplished using Structural Fill or processed native site gravel that is excavated from foundation or stormwater pond areas. Processing involves screening off any particles larger than 4 inches, and removal of any organic matter and

any construction debris. To minimize the potential for differential movement, we recommend a minimum of 8 inches of Structural Fill and 4 inches of crushed base course be placed directly beneath all slab areas. All subgrade and fill beneath slab areas should be compacted in maximum 12-inch-thick lifts to a minimum of 98% of standard Proctor (ASTM D698) maximum dry density.

To minimize slab cracking, we recommend all American Concrete Institute guidelines for concrete mix design review, reinforcement design, placement, and curing/protection be followed. Control joints (either saw-cut contraction or construction joints) should be placed at maximum spacing of 10 feet in both directions. In order to minimize slab cracking, there are 3 specific items of primary importance: 1. Concrete mix proportioning and thorough review in accordance with ACI guidelines, 2. Proper placement and finishing according to ACI guidelines, and 3. Proper curing and protection.

Seismic Considerations

Code Used	Site Classification
2018 International Building Code (IBC) ¹	D ^{1,2}

1. In general accordance with the *2018 International Building Code*, Section 1613.2.2, and ASCE 7-16 Table 20.3-1.
2. The 2018 International Building Code and ASCE 7-16 require a site soil profile determination extending a depth of 100 feet for seismic site classification. The current scope requested does not include the required 100-foot soil profile determination. Test pits for this report extended to a maximum depth of 25 feet. Additional exploration to greater depths could be considered to confirm the conditions below the current depth of exploration. Alternatively, a geophysical exploration could be utilized in order to attempt to justify a more favorable seismic site class.

Drainage

Site grading should provide effective drainage away from the structure during and after construction. Water permitted to pond next to the structure can result in greater soil movements. Finished grades should be positively sloped away from the foundation and backfill zones at a minimum slope of 5 percent over the 10 feet immediately adjacent to the foundation perimeter. Irrigation in the backfill zone should be strictly minimized or isolated from the backfill zone. Roof gutters with downspouts should be provided with discharge points beyond the backfill zone. If positive drainage is not provided during the life of the structure, then increased movement could develop.

Soil Infiltration Testing

We performed a percolation test in accordance with Circular DEQ 4 constant head testing methodology. The test was performed at the TP-4 location indicated on the attached Exploration Location Plan, and at a depth of 4 feet below existing grade. The test was run for a total of 13

cycles with a 6-inch water level drop for each cycle. The soil percolation rate was very rapid, with our testing indicating a rate of 0.21 minutes per inch. Assignment of the design percolation rate should be made by Jackola Engineering when sizing stormwater ponds.

Structural Fill for building foundation support, soil replacement, and backfill should be developed from reliable source(s) approved by Alpine Geotechnical and meeting the following gradation and composition requirements:

Screen or Sieve Size	Percent Passing by Weight
3-inch	100
1 1/2-inch	85-100
No. 4	30-60
No. 200	10 maximum

- The sand, gravel, and cobble-size particles comprising the fill must be hard, durable rock materials that will not degrade by moistening or under mechanical action of the compacting equipment; i.e. not shale or other clayey rock types.
- The binder/fines fraction should have maximum Liquid Limit and Plasticity Index values of 25 and 10 percent respectively.
- No frozen, organic, or other deleterious materials should be present in the fill aggregate.

Pavements

It is anticipated that final subgrade elevations within the parking/access roadway areas will be near existing grades. To adequately support the pavements, we recommend the existing fill materials be completely removed from beneath pavement areas and replaced with Structural Fill or processed site gravel. Processing involves screening off any particles larger than 4 inches, and removal of any organic matter and any construction debris. Prior to placing any fill for pavement section construction, the existing subgrade (or fill) materials should be thoroughly recompacted to 95% of standard Proctor density and should be stable under rubber-tired construction equipment, including dump truck traffic. Areas that are shown to be unstable during this proof loading operation indicate that deeper subgrade deficiencies may exist and these areas should be repaired under the direction of our geotechnical engineer. The requirements of a suitable fill and its placement are discussed in the **Earthwork** section of this report.

Unsuitable material encountered below subgrade and/or subbase course level should be further undercut and replaced with Structural Fill based on observation by our geotechnical engineer. The upper 1 foot of subgrade material below the subexcavation depth should be compacted to at least 95% of the maximum dry density per ASTM D698.

The design approach used to develop the following tables for the flexible surfacing was based on the American Association of State Highway and Transportation Officials (AASHTO) 1993 Guide for Design of Pavement Structures, Chapter 4 Low Volume Road Design. We used structural coefficients of the Montana Department of Transportation and our local experience. Specific information regarding anticipated vehicle types, axle loads and traffic volumes was not provided. In developing our recommendations, we have assumed that traffic will consist primarily of automobile traffic and a limited number of delivery trucks and trash removal trucks. If heavier vehicle types or higher traffic volumes are expected, Alpine Geotechnical should be afforded the opportunity to review, and possibly revise, these assumptions and recommendations. The heavy-duty section is intended for areas that have truck traffic, like delivery routes and garbage collection areas. The light duty section is intended for passenger vehicles only (including passenger cars and light trucks).

The design of pavement thickness was based on the approach described above and on the following parameters:

- Stable subgrade as previously detailed and verified by proof-loading with rubber-tired construction equipment and dump truck traffic.
- Any required fill is placed in maximum 12 inch lifts and compacted to a minimum of 95% of standard Proctor maximum dry density.
- Flexible Pavement Design Catalog assuming a maximum of 5 ESAL's per day over the service life. A qualitative subgrade description of "very good" was used to develop the design Structural Number based upon Structural Fill as subgrade.
- A service life of 30 years.

As a minimum, we suggest the following typical pavement section be considered:

Typical Pavement Section Thickness			
Traffic Area	Asphalt Concrete Surface Course	Crushed Base Course	Total Thickness
Road and Parking Lot – Heavy Duty	4 inches	6 inches	10 inches
Road and Parking Lot – Standard Duty	3 inches	4 inches	7 inches

For the areas identified for garbage collection or delivery areas with heavier wheel loads, higher performance will be achieved through installation of a minimum 6-inch thick Portland Cement concrete pavement as the surface course to support the short-term heavier loads from garbage trucks during loadout.

We recommend our technical staff be afforded the opportunity to evaluate the existing subgrade materials during construction. We also recommend field density testing be performed of all fill placed to achieve final subgrade elevation as well as site fill and base course materials.

Pavement sections based upon a more detailed pavement design could be provided if specific traffic loading, frequencies, and desired pavement design life are provided. The pavement section provided is based on design traffic loading as discussed and is not intended for nor should it be construed to be a construction platform either in full or partial section. Construction use is likely to exert heavier and higher frequency axle/wheel loads under adverse weather or channelized traffic conditions than assumed in this forgoing design. If construction access/haul load sections are desired, additional geotechnical input based on construction traffic will be required. Pavements subjected to higher traffic volumes than assumed above may require thicker pavement sections. The above section represents the minimum thickness for in-service use and, as such, periodic maintenance should be anticipated.

Aggregate base course should meet Montana Public Works Specification Section 02235 (6th Edition) for Crushed Base Course, 1 ½ inch or ¾ inch minus and compacted to at least 95% of the maximum ASTM D698 dry density.

Long term pavement performance will depend upon several factors, including maintaining subgrade moisture levels and providing for preventive maintenance. The following recommendations should be considered the minimum:

- Site grading at a minimum 2% grade away from the pavements
- The subgrade and the pavement surface have a minimum ¼ inch per foot slope to promote proper surface drainage
- Consider appropriate edge drainage and pavement underdrain systems
- Apply joint sealant and seal cracks regularly

CLOSURE/LIMITATIONS

Alpine Geotechnical should be retained to review the final design plans and specifications so comments can be made regarding interpretation and implementation of our geotechnical recommendations in the design and specifications. Alpine Geotechnical also should be retained to provide observation and testing services during site preparation, removal of unsuitable soils, foundation preparation/construction, and backfilling of excavations and other earth-related construction phases of the project.

The recommendations presented in this report are based upon the data obtained from the borings performed at the indicated locations and from other information discussed in this report. This report does not reflect variations that may occur between test pit locations, across the site, or due to the modifying effects of weather. The nature and extent of such variations may not become

evident until construction has commenced. If variations appear, Alpine should be immediately notified so that further evaluation and supplemental recommendations can be provided.

This report has been prepared for the exclusive use of our client for specific application to the project discussed and has been prepared in accordance with generally accepted geotechnical engineering practices. No warranties, either expressed or implied, are intended or made. Site safety, excavation support, and dewatering requirements are the responsibility of others. In the event that changes in the nature, design, or location of the project as outlined in this report are planned, the conclusions and recommendations contained in this report shall not be considered valid unless Alpine Geotechnical reviews the changes and either verifies or modifies the conclusions of this report in writing.

Sincerely,
ALPINE GEOTECHNICAL, LLC



Kagan M. Rutz, P.E.
Principal/Senior Engineer



Attachments: Exploration Location Map
Boring Logs
Laboratory Test Result
Percolation Test Result
USCS Description and General Notes

2. ARCHITECTURAL SITE PLAN w/BACKGROUND
A2.0 1" = 100'-0"

DH-4

Figure A-1



NOT FOR CONSTRUCTION 7/5/2020

SITE PLAN, NO UNDER BUILDING PARKING

[illegible]

Item No.10.

Project No.	20-942	 120 Round Stone Drive Kalispell, MT 59901 PH. (406) 257-6479	Exploration Location Plan	Exhibit
Scale	NTS		Columbia Falls Mixed Use	- 306 -
Date	10-29-20		Columbia Falls, Montana	

LOG OF BORING

NO.: DH-1

Item No.10.

Project: Columbia Falls Mixed Use

Client: Jackola

Location: See exploration location map: N/W area of proposed building

Driller: Alpine Geotechnical

Drill Rig: CME 45B

Depth to Water> Initial ∇ : N/A

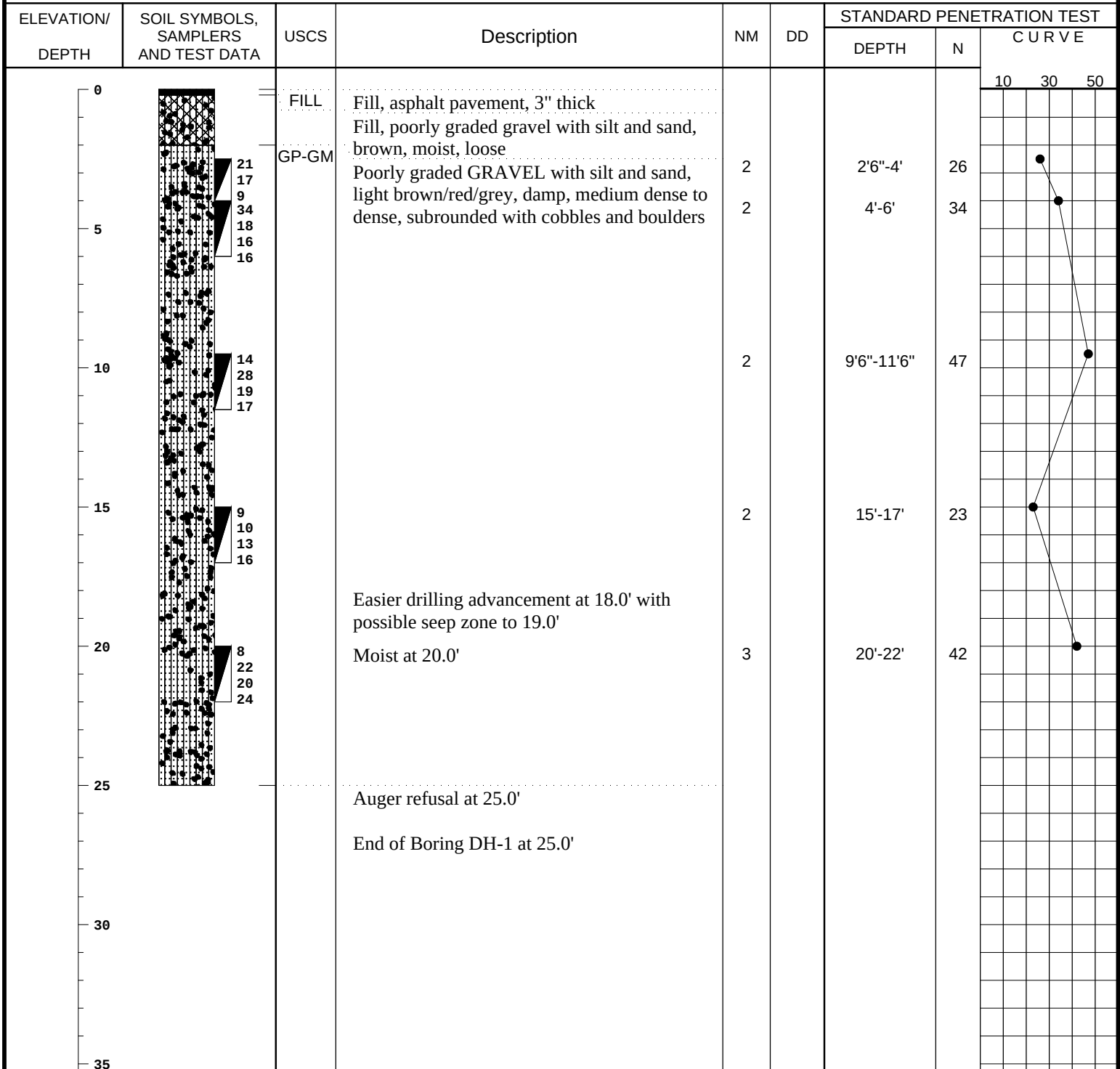
At Completion ∇ : N/A

Project No.: 20-942

Date: 10-23-20

Elevation: Existing

Logged By: Teal Gayner



LOG OF BORING NO.: DH-2

Item No.10.

Project: Columbia Falls Mixed Use

Client: Jackola

Location: See exploration location map: South center of proposed building

Driller: Alpine Geotechnical

Drill Rig: CME 45B

Depth to Water> Initial ∇ : N/A

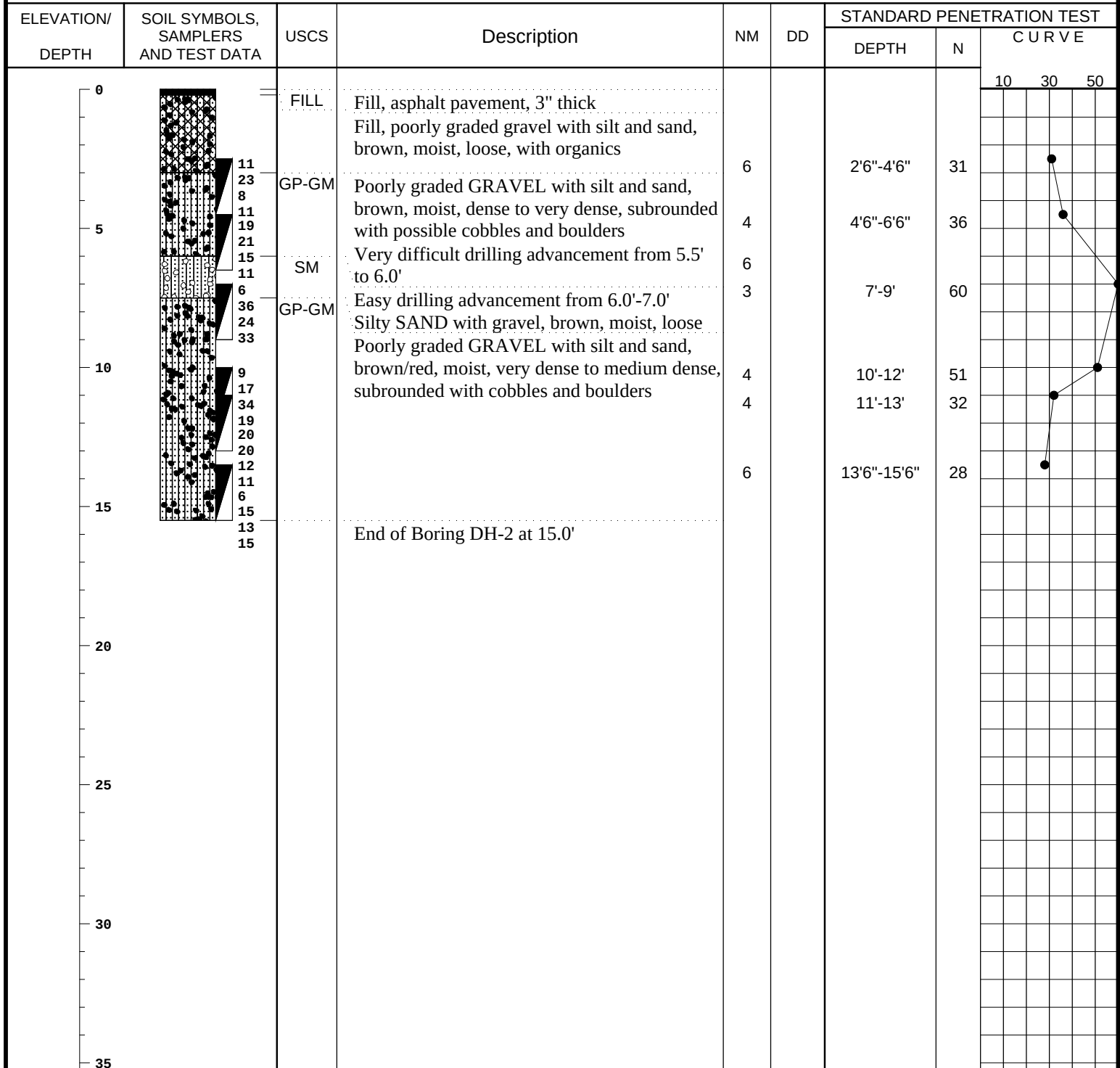
At Completion ∇ : N/A

Project No.: 20-942

Date: 10-28-20

Elevation: Existing

Logged By: Teal Gayner



LOG OF BORING

NO.: DH-3

Item No.10.

Project: Columbia Falls Mixed Use

Client: Jackola

Location: See exploration location map: N/E corner of proposed building

Driller: Alpine Geotechnical

Drill Rig: CME 45B

Depth to Water> Initial ∇ : N/A

At Completion ∇ : N/A

Project No.: 20-942

Date: 10-28-20

Elevation: Existing

Logged By: Teal Gayner

ELEVATION/ DEPTH	SOIL SYMBOLS, SAMPLERS AND TEST DATA	USCS	Description	NM	DD	STANDARD PENETRATION TEST		
						DEPTH	N	CURVE
								10 30 50
0		FILL	Fill, asphalt pavement, 4" thick					
			Fill, poorly graded gravel with silt and sand, brown, moist, loose, with organics					
	12 10 13 15	GP-GM	Poorly graded GRAVEL with silt and sand, brown/red, moist, medium dense to very dense, subrounded with possible cobbles and boulders	4		2'6"-4'6"	23	
5	15 21 25 23	GP-GM		4		5'-7'	46	
10	11 17 21 21			6		10'-12'	38	
15	25 31 21 16		No sample recovery at 14.5'			14'6"-16'6"	52	
			End of Boring DH-3 at 16.5'					
20								
25								
30								
35								

LOG OF BORING

NO.: DH-4

Item No.10.

Project: Columbia Falls Mixed Use

Client: Jackola

Location: See exploration location map: S/W corner of proposed parking lot

Driller: Alpine Geotechnical

Drill Rig: CME 45B

Depth to Water> Initial ∇ : N/A

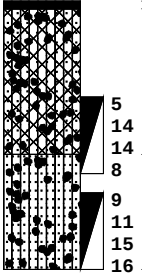
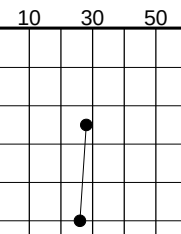
At Completion ∇ : N/A: Percolation Test to 4.0'

Project No.: 20-942

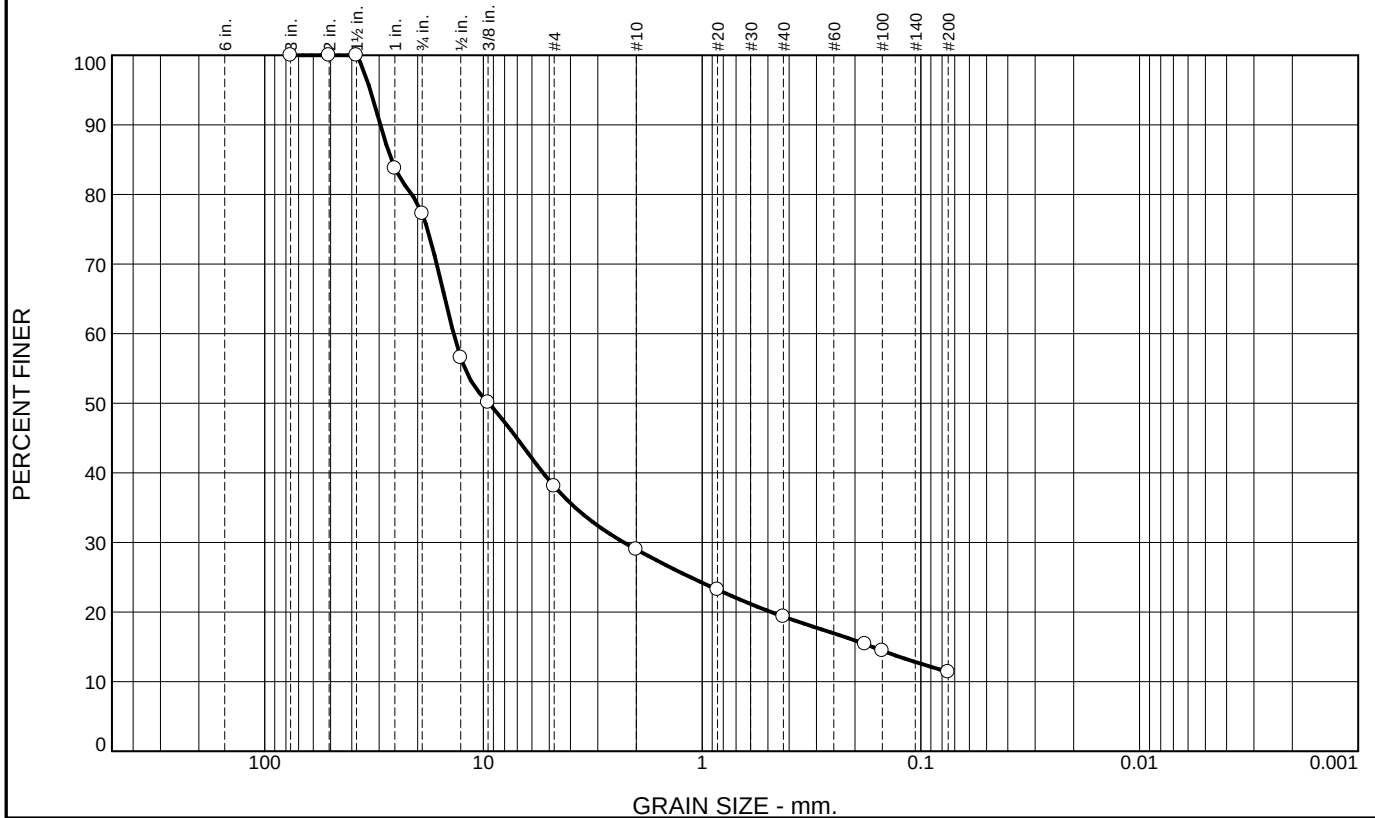
Date: 10-28-20

Elevation: Existing

Logged By: Teal Gayner

ELEVATION/ DEPTH	SOIL SYMBOLS, SAMPLERS AND TEST DATA	USCS	Description	NM	DD	STANDARD PENETRATION TEST		
						DEPTH	N	CURVE
0		FILL	Fill, asphalt pavement, 3" thick	8		2'6"-4'6"	28	
5		GP-GM	Fill, poorly graded gravel with silt and sand, brown, moist, loose					
			Poorly graded GRAVEL with silt and sand, brown/red/grey, moist, medium dense, subrounded with possible cobbles and boulders	11		5'-7'	26	
			Very moist from 5.0'-5.5'					
			End of Boring DH-4 at 7.0'					
10								
15								
20								
25								
30								
35								

Particle Size Analysis



% +3"	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
0.0	22.8	39.1	9.1	9.6	8.0	11.4	

SIEVE SIZE	PERCENT FINER	SPEC.* PERCENT	PASS? (X=NO)
3	100.0		
2	100.0		
1.5	100.0		
1	83.7		
.75	77.2		
0.5	56.5		
0.375	50.1		
#4	38.1		
#10	29.0		
#20	23.2		
#40	19.4		
#80	15.4		
#100	14.5		
#200	11.4		

* (no specification provided)

Material Description

Poorly graded GRAVEL with silt and sand

Atterberg Limits

PL= NP

LL= NV

PI= NP

Coefficients

D₉₀= 29.5921

D₈₅= 26.3587

D₆₀= 13.6889

D₅₀= 9.4478

D₃₀= 2.2765

D₁₅= 0.1666

D₁₀=

C_u=

C_c=

Classification

USCS= GP-GM

AASHTO= A-1-a

Remarks

Source of Sample: DH-3
Sample Number: 4611

Depth: 5.0

Date: 10-29-20



Client: Jackola
Project: Columbia Falls Mixed Use

Project No: 20-942

Figure B-1

Percolation Test Data and Analysis

Client: Jackola
Project: Columbia Falls Mixed Use
Project Number: 20-942
Test Date: 10/28/2020



120 Round Stone Drive
Kalispell, MT 59901 / Ph: 406.257.6479

Technician: Teal Gayner
Test Number: 1
Test Depth: 4.0'
Hole Diameter: 6"
Distance of the reference point above bottom of hole: 4.5'

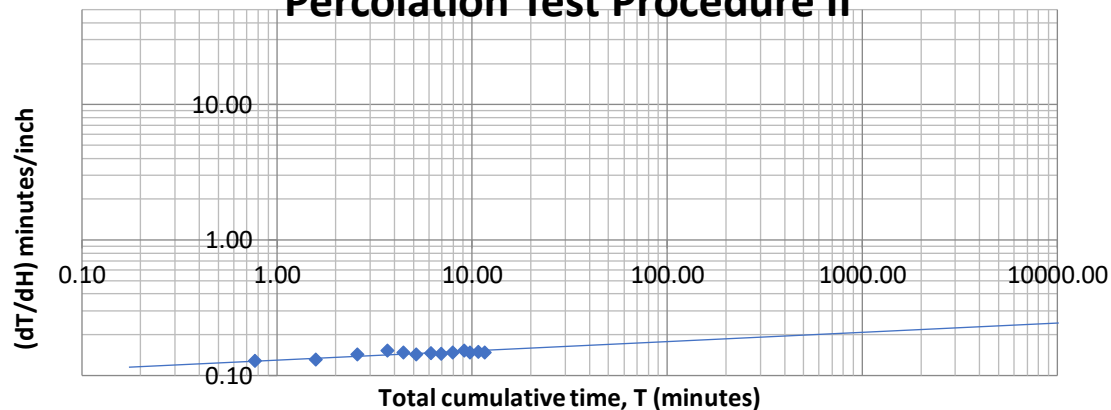
Percolation Test Type II Results

Begin Time	End Time	Fill Time	Time for Specific Drop (min)	Total Time Since Start of Test (min)		Total Drop Since Start Of Test (in)	dT/dH in (min/inch)
0:00:00	0:00:46	0:00:14	0:00:46	0:00:46	0.77	6	0.13
0:01:00	0:01:35	0:00:17	0:00:49	0:01:35	1.58	12	0.13
0:01:52	0:02:35	0:00:14	0:01:00	0:02:35	2.58	18	0.14
0:02:49	0:03:41	0:00:15	0:01:06	0:03:41	3.68	24	0.15
0:03:56	0:04:26	0:00:11	0:00:45	0:04:26	4.43	30	0.15
0:04:37	0:05:10	0:00:13	0:00:44	0:05:10	5.17	36	0.14
0:05:23	0:06:10	0:00:10	0:01:00	0:06:10	6.17	42	0.15
0:06:20	0:06:57	0:00:10	0:00:47	0:06:57	6.95	48	0.14
0:07:07	0:07:57	0:00:11	0:01:00	0:07:57	7.95	54	0.15
0:08:08	0:09:07	0:00:12	0:01:10	0:09:07	9.12	60	0.15
0:09:19	0:09:45	0:00:28	0:00:38	0:09:45	9.75	66	0.15
0:10:13	0:10:46	0:00:16	0:01:01	0:10:46	10.77	72	0.15
0:11:02	0:11:34	-	0:00:48	0:11:34	11.57	78	0.15

Extrapolated Percolation Rate at 24 Hrs (min/in): 0.21

Percolation Rate at Final Drop (min/in): 0.15

Percolation Test Procedure II



GENERAL NOTES

DRILLING & SAMPLING SYMBOLS:

SS:	Split Spoon - 1- ³ / ₈ " I.D., 2" O.D., unless otherwise noted	HS:	Hollow Stem Auger
ST:	Thin-Walled Tube – 2" O.D., 3" O.D., unless otherwise noted	PA:	Power Auger (Solid Stem)
RS:	Ring Sampler - 2.42" I.D., 3" O.D., unless otherwise noted	HA:	Hand Auger
DB:	Diamond Bit Coring - 4", N, B	RB:	Rock Bit
BS:	Bulk Sample or Auger Sample	WB:	Wash Boring or Mud Rotary

The number of blows required to advance a standard 2-inch O.D. split-spoon sampler (SS) the last 12 inches of the total 18-inch penetration with a 140-pound hammer falling 30 inches is considered the "Standard Penetration" or "N-value".

WATER LEVEL MEASUREMENT SYMBOLS:

WL:	Water Level	WS:	While Sampling	BCR:	Before Casing Removal
WCI:	Wet Cave in	WD:	While Drilling	ACR:	After Casing Removal
DCI:	Dry Cave in	AB:	After Boring	N/E:	Not Encountered

Water levels indicated on the boring logs are the levels measured in the borings at the times indicated. Groundwater levels at other times and other locations across the site could vary. In pervious soils, the indicated levels may reflect the location of groundwater. In low permeability soils, the accurate determination of groundwater levels may not be possible with only short-term observations.

DESCRIPTIVE SOIL CLASSIFICATION: Soil classification is based on the Unified Soil Classification System. Coarse Grained Soils have more than 50% of their dry weight retained on a #200 sieve; their principal descriptors are: boulders, cobbles, gravel or sand. Fine Grained Soils have less than 50% of their dry weight retained on a #200 sieve; they are principally described as clays if they are plastic, and silts if they are slightly plastic or non-plastic. Major constituents may be added as modifiers and minor constituents may be added according to the relative proportions based on grain size. In addition to gradation, coarse-grained soils are defined on the basis of their in-place relative density and fine-grained soils on the basis of their consistency.

CONSISTENCY OF FINE-GRAINED SOILS

<u>Unconfined Compressive Strength, Qu, psf</u>	<u>Standard Penetration or N-value (SS) Blows/Ft.</u>	<u>Consistency</u>
< 500	0 - 1	Very Soft
500 – 1,000	2 - 4	Soft
1,000 – 2,000	4 - 8	Medium Stiff
2,000 – 4,000	8 - 15	Stiff
4,000 – 8,000	15 - 30	Very Stiff
8,000+	> 30	Hard

RELATIVE DENSITY OF COARSE-GRAINED SOILS

<u>Standard Penetration or N-value (SS) Blows/Ft.</u>	<u>Relative Density</u>
0 – 3	Very Loose
4 – 9	Loose
10 – 29	Medium Dense
30 – 50	Dense
> 50	Very Dense

RELATIVE PROPORTIONS OF SAND AND GRAVEL

<u>Descriptive Term(s) of other constituents</u>	<u>Percent of Dry Weight</u>
Trace	< 15
With	15 – 29
Modifier	≥ 30

GRAIN SIZE TERMINOLOGY

<u>Major Component of Sample</u>	<u>Particle Size</u>
Boulders	Over 12 in. (300mm)
Cobbles	12 in. to 3 in. (300mm to 75mm)
Gravel	3 in. to #4 sieve (75mm to 4.75mm)
Sand	#4 to #200 sieve (4.75 to 0.075mm)
Silt or Clay	Passing #200 Sieve (0.075mm)

RELATIVE PROPORTIONS OF FINES

<u>Descriptive Term(s) of other constituents</u>	<u>Percent of Dry Weight</u>
Trace	< 5
With	5 – 12
Modifier	> 12

PLASTICITY DESCRIPTION

<u>Term</u>	<u>Plasticity Index</u>
Non-plastic	0
Low	1-10
Medium	11-30
High	> 30

UNIFIED SOIL CLASSIFICATION SYSTEM

Item No.10.

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests ^A					Soil Classification	
					Group Symbol	Group Name ^B
Coarse Grained Soils: More than 50% retained on No. 200 sieve	Gravels: More than 50% of coarse fraction retained on No. 4 sieve	Clean Gravels: Less than 5% fines ^C	Cu ≥ 4 and 1 ≤ Cc ≤ 3 ^E	GW	Well-graded gravel ^F	
			Cu < 4 and/or 1 > Cc > 3 ^E	GP	Poorly graded gravel ^F	
		Gravels with Fines: More than 12% fines ^C	Fines classify as ML or MH	GM	Silty gravel ^{F,G,H}	
			Fines classify as CL or CH	GC	Clayey gravel ^{F,G,H}	
	Sands: 50% or more of coarse fraction passes No. 4 sieve	Clean Sands: Less than 5% fines ^D	Cu ≥ 6 and 1 ≤ Cc ≤ 3 ^E	SW	Well-graded sand ^I	
			Cu < 6 and/or 1 > Cc > 3 ^E	SP	Poorly graded sand ^I	
		Sands with Fines: More than 12% fines ^D	Fines classify as ML or MH	SM	Silty sand ^{G,H,I}	
			Fines Classify as CL or CH	SC	Clayey sand ^{G,H,I}	
Fine-Grained Soils: 50% or more passes the No. 200 sieve	Silts and Clays: Liquid limit less than 50	Inorganic:	PI > 7 and plots on or above “A” line ^J	CL	Lean clay ^{K,L,M}	
			PI < 4 or plots below “A” line ^J	ML	Silt ^{K,L,M}	
		Organic:	Liquid limit - oven dried	< 0.75	OL	Organic clay ^{K,L,M,N}
			Liquid limit - not dried		Organic silt ^{K,L,M,O}	
	Silts and Clays: Liquid limit 50 or more	Inorganic:	PI plots on or above “A” line	CH	Fat clay ^{K,L,M}	
			PI plots below “A” line	MH	Elastic Silt ^{K,L,M}	
		Organic:	Liquid limit - oven dried	< 0.75	OH	Organic clay ^{K,L,M,P}
			Liquid limit - not dried		Organic silt ^{K,L,M,Q}	
Highly organic soils:	Primarily organic matter, dark in color, and organic odor			PT	Peat	

^A Based on the material passing the 3-in. (75-mm) sieve

^B If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

^C Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.

^D Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay

$$^E \quad Cu = D_{60}/D_{10} \quad Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$$

^F If soil contains $\geq 15\%$ sand, add "with sand" to group name.

^G If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

^H If fines are organic, add "with organic fines" to group name.

^I If soil contains $\geq 15\%$ gravel, add "with gravel" to group name.

^J If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.

^K If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.

^L If soil contains $\geq 30\%$ plus No. 200 predominantly sand, add "sandy" to group name.

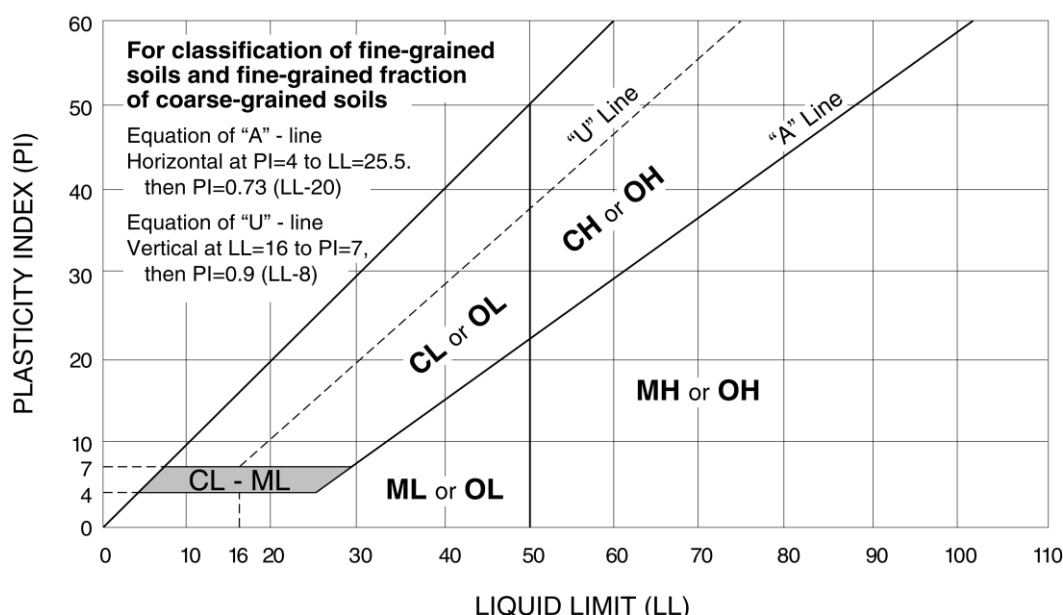
^M If soil contains $\geq 30\%$ plus No. 200, predominantly gravel, add "gravelly" to group name.

^N $PI \geq 4$ and plots on or above "A" line.

^O $PI < 4$ or plots below "A" line.

^P PI plots on or above "A" line.

^Q PI plots below "A" line.



APPENDIX E.2

NOTARIZED LETTER TO ENGINEER

January 8th, 2020

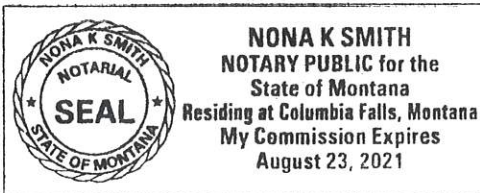
To Whom It May Concern:

RE: Nucleus Avenue Mixed Use
Columbia Falls, Montana

This notarized letter is notice to whom it may concern that Jackola Engineering and Architecture, PC is the hired and authorized engineer of record on the above referenced project and retained to provide inspections during construction, provide a letter of certification that the systems were constructed in accordance with the approved plans and specifications, and provide certified as-built drawings within 90 days after completion.

Hannah Hill
Owner
[Signature]
Signature

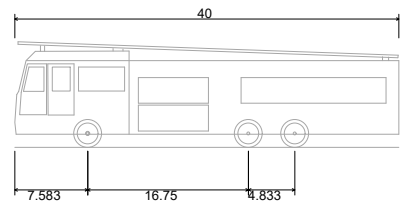
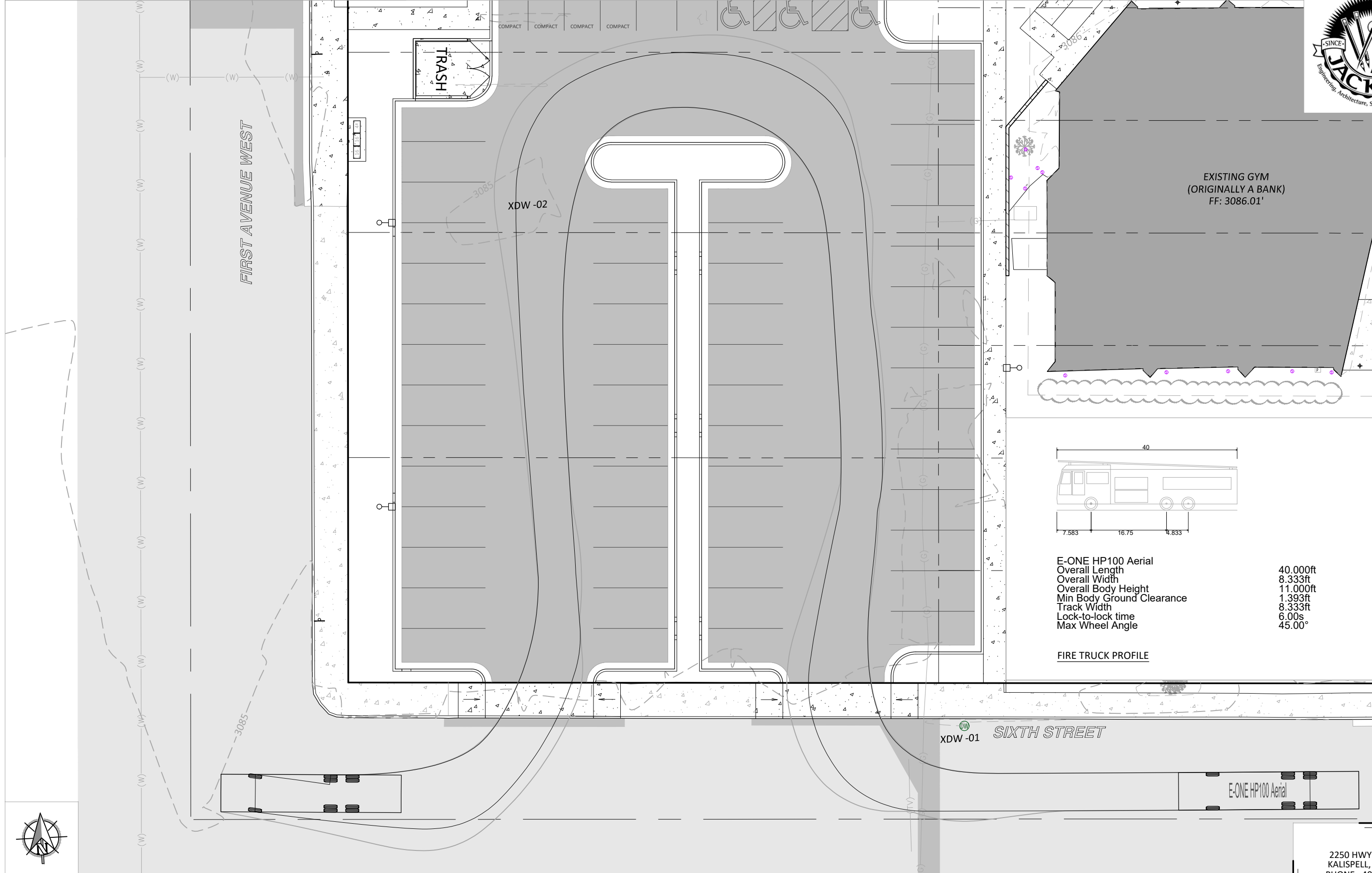
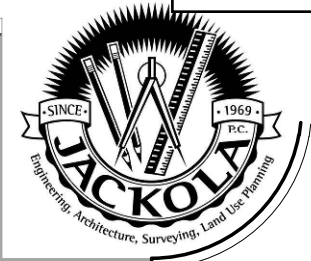
State of Montana
County of Flathead
On this 12 day of Jan, 2021, before me Nona K Smith a notary
Hannah Hill public, personally appeared Hannah Hill, personally known to me to be the
person whose name is subscribed to this instrument, and acknowledged that he executed the same.

S
E
A
L

Nona K Smith
Notary Public
Columbia Falls, MT
City State
My Commission Expires on 8/23/21

APPENDIX E.3

FIRE TRUCK TURN EXHIBIT



E-ONE HP100 Aerial	
Overall Length	40.000ft
Overall Width	8.333ft
Overall Body Height	11.000ft
Min Body Ground Clearance	1.393ft
Track Width	8.333ft
Lock-to-lock time	6.00s
Max Wheel Angle	45.00°

FIRE TRUCK PROFILE

RUIS HOLDINGS
NUCLEUS AVE MIXED USE
COLUMBIA FALLS, MONTANA

2250 HWY 93 SOUTH
KALISPELL, MT. 59901
PHONE: 406-755-3211
FAX: 406-755-3211
WEB PAGE: www.jackola.com

FIRE TRUCK ROUTE
1" = 20'

APPENDIX C

Amended Plat



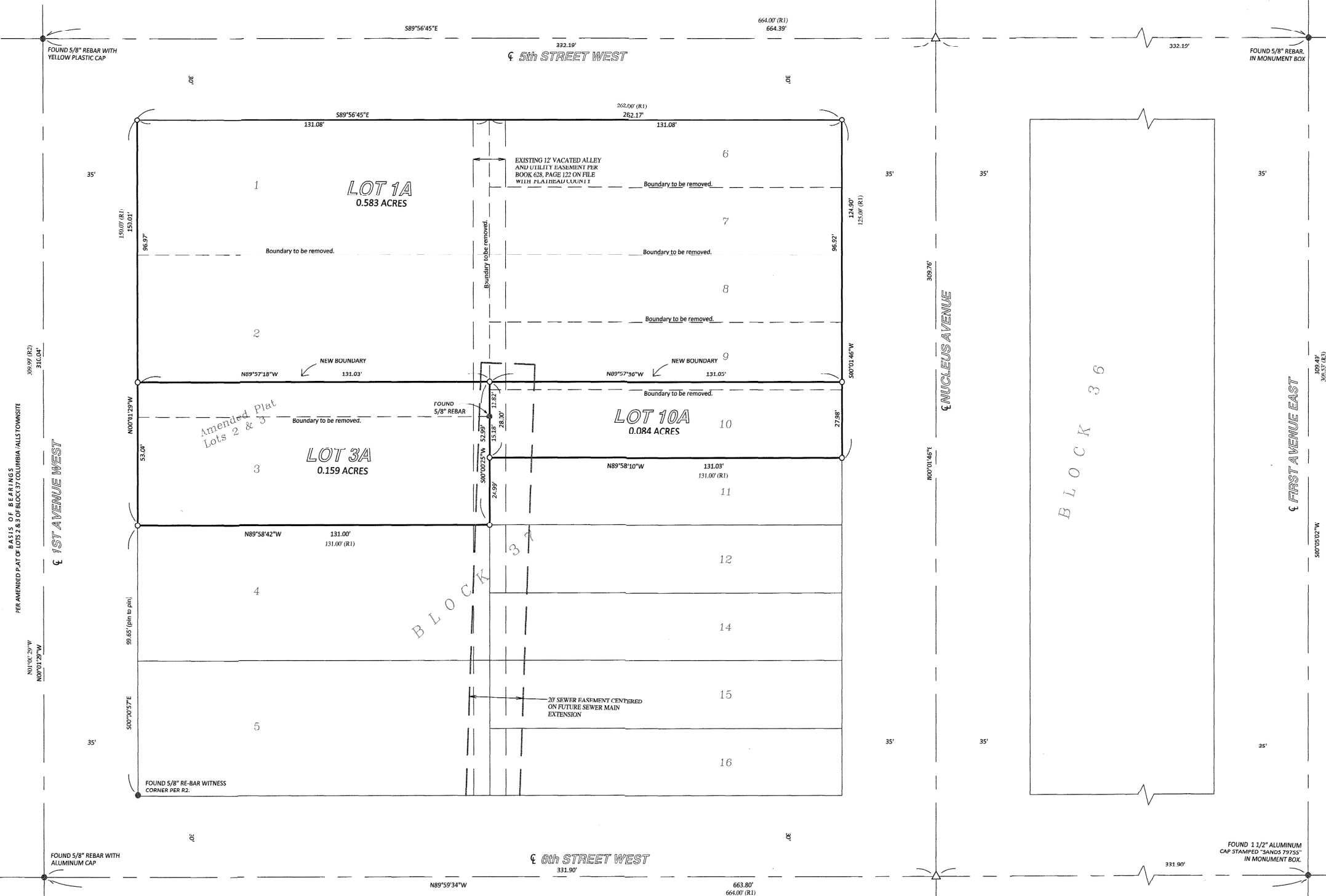
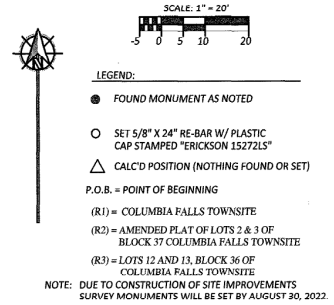


JACKOLA ENGINEERING & ARCHITECTURE, P.C.
2750 93 HWY SOUTH
P.O. BOX 1134
KALISPELL, MT 59903
406-755-3208

PREPARED FOR: RUIS HOLDINGS 540 NUCLEUS AVE, LLC
PROPERTY OWNER(S): RUIS HOLDINGS 540 NUCLEUS AVE, LLC & RYAN D. PURDY
PURPOSE OF SURVEY: LOT AGGREGATION & BOUNDARY LINE ADJUSTMENT
PROJECT NO: 200909
DATE: 09/26/2021

AMENDED PLAT OF LOTS 1-3 & LOTS 6-10 OF BLOCK 37, COLUMBIA FALLS TOWNSITE

LOCATED IN THE SE 1/4 OF SECTION 8, T 30N, R20W, P.M..M, CITY OF COLUMBIA FALLS, FLATHEAD COUNTY, MONTANA



DESCRIPTION:

TRACTS OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 30 NORTH, RANGE 20 WEST, P.M., M., CITY OF COLUMBIA FALLS, FLATHEAD COUNTY, MONTANA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOTS 2 AND 3 OF THE AMENDED PLAT OF LOTS 2 AND 3 OF BLOCK 37, COLUMBIA FALLS TOWNSITE, RECORDS OF FLATHEAD COUNTY, MONTANA;

AND

LOT 1 AND LOTS 6-10, BLOCK 37, COLUMBIA FALLS TOWNSITE, RECORDS OF FLATHEAD COUNTY, MONTANA;

AND

THE NORTHERLY PORTION OF ALLEY LYING WITHIN THE AFOREMENTIONED DESCRIBED LOTS AND VACATED PER BOOK 628, PAGE 122, BEING PLATS, MAPS, OR DEEDS ON FILE WITH THE FLATHEAD COUNTY CLERK AND RECORDER.

CONTAINING 0.827 ACRES OF LAND, SUBJECT TO AND TOGETHER WITH A 20 FEET WIDE SEWER EASEMENT AS SHOWN HEREON AND SUBJECT TO AND TOGETHER WITH ALL APPURTENANT EASEMENTS OF RECORD.

TO BE KNOWN AS THE AMENDED PLAT OF LOTS 1-3 & LOTS 6-10, BLOCK 37, COLUMBIA FALLS TOWNSITE.

CERTIFICATE OF DEDICATION:

WE, RUIS HOLDINGS 540 NUCLEUS, LLC, & RYAN D. PURDY, THE UNDERSIGNED PROPERTY OWNERS DO HEREBY CERTIFY THAT THE PURPOSE OF THIS SURVEY IS THE AGGREGATION OF PARCELS OR LOTS WHEN A CERTIFICATE OF SURVEY OR SUBDIVISION PLAT SHOWS THAT THE BOUNDARIES OF THE ORIGINAL PARCELS HAVE BEEN ELIMINATED AND THE BOUNDARIES OF A LARGER AGGREGATE PARCEL ARE ESTABLISHED. A RESTRICTION OR REQUIREMENT ON THE ORIGINAL PLATTED LOT OR ORIGINAL UNPLATTED PARCEL CONTINUES TO APPLY TO THOSE AREAS, THEREFORE THIS DIVISION IS EXEMPT FROM REVIEW AS A SUBDIVISION PURSUANT TO 76-3-207(1)(f), MCA.

ALSO, WE CERTIFY THAT THE PURPOSE OF THIS SURVEY IS TO RELOCATE COMMON BOUNDARIES BETWEEN FIVE OR FEWER LOTS WITHIN A PLATTED SUBDIVISION, THEREFORE THE DIVISION IS EXEMPT FROM REVIEW AS A SUBDIVISION PURSUANT TO 76-3-207(1)(g), MCA.

WE FURTHER CERTIFY THAT THESE LOTS ARE EXCLUDED FROM SANITATION REVIEW BY THE DEPARTMENT OF ENVIRONMENTAL QUALITY PURSUANT TO MCA 76-4-123 (1)(a) AS CERTIFIED PURSUANT TO 76-4-127, THE CERTIFICATION THAT ADEQUATE STORM WATER DRAINAGE AND ADEQUATE MUNICIPAL FACILITIES WILL BE PROVIDED FOR THE SUBDIVISION MUST BE SENT BY THE CERTIFYING AUTHORITY TO THE REVIEWING AUTHORITY PRIOR TO FINAL PLAT APPROVAL.

UTILITY EASEMENT CERTIFICATE

THE UNDERSIGNED HEREBY GRANTS UNTO EACH AND EVERY PERSON, FIRM OR CORPORATION, WHETHER PUBLIC OR PRIVATE, PROVIDING OR OFFERING TO PROVIDE TELEPHONE, TELEGRAPH, ELECTRIC POWER, GAS, CABLE TELEVISION, WATER OR SEWER SERVICE TO THE PUBLIC, THE RIGHT TO THE JOINT USE OF AN EASEMENT FOR THE CONSTRUCTION, MAINTENANCE, REPAIR, AND REMOVAL OF THEIR LINES AND OTHER FACILITIES, IN, OVER, UNDER, AND ACROSS EACH AREA DESIGNATED ON THIS PLAT AS UTILITY EASEMENT TO HAVE AND TO HOLD FOREVER.

RUIS HOLDINGS 540 NUCLEUS AVE, LLC

BY: *Ryan D. Purdy*
Ryan D. Purdy as Authorized Agent

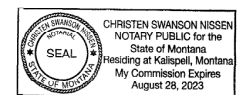
BY: *Ryan D. Purdy*
RYAN D. PURDY, personally

COUNTY OF FLATHEAD) SS

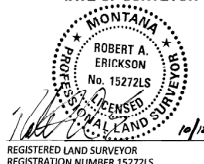
STATE OF MONTANA)

ON THIS 19th DAY OF October, 2021, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC FOR THE STATE OF MONTANA, PERSONALLY APPEARED *Ryan D. Purdy*, AND KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND AFFIXED MY NOTARIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.



CERTIFICATE OF SURVEYOR



Plat # 20210093 Abstract# N/A

202100037669 Fees: \$30.50 by: MLN
by PLAT ROOM
Date 10/26/2021 Time 11:44 AM
Debbie Pierson, Flathead County Montana

APPROVED: 9-30-2021

EXAMINING LAND SURVEYOR
REGISTRATION NUMBER 722815

STATE OF MONTANA)

COUNTY OF FLATHEAD)

FILED ON THE 26 DAY OF Oct 2021
AT 11:44 O'CLOCK A.M.

Debbie Pierson

COUNTY CLERK AND RECORDER

BY: *M. Nieuwma*

DEPUTY

PLAT# 20210093
202100037669

\$30.50

NOTE: THE AREA THAT IS BEING REMOVED FROM ONE TRACT OF RECORD AND JOINED WITH ANOTHER TRACT OF RECORD IS NOT ITSELF A TRACT OF RECORD. SAID AREA SHALL NOT BE AVAILABLE AS A REFERENCE LEGAL DESCRIPTION IN ANY SUBSEQUENT REAL PROPERTY TRANSFER AFTER THE INITIAL TRANSFER ASSOCIATE WITH THE [CERTIFICATE OF SURVEY OR AMENDED PLAT] ON WHICH SAID AREA IS DESCRIBED, UNLESS SAID AREA IS INCLUDED WITH OR EXCLUDED FROM ADJOINING TRACTS OF RECORD.

APPENDIX D

Architectural Landscape Plan



PLANTING SCHEDULE						
Type	Count	SYM	TYPE	HT	SPD	SIZE
DWARF FOUNTAIN GRASS	5					
Heavy Metal Switch Grass	10					
DWARF ALBERTA SPRUCE 'CONICA'	5					
3d conifer SIMPLU	2					
3d tree	1					
WINTERGREEN LITTLELEAF BOXWOOD	5					
SPRING SNOW CRABAPPLE 'SPRING SNOW'	2					



Item No.10.

KALISPELL | BOZEMAN | VANCOUVER
408-755-3208 | 408-586-0707 | 360-852-8746
info@jackola.com | jackola.com

SCHEMATIC

NOT FOR CONSTRUCTION

THE INFORMATION CONTAINED HEREIN IS PROPRIETARY. THIS DOCUMENT MAY NOT BE USED OR REPRODUCED WITHOUT THE WRITTEN CONSENT OF JACKOLA ENGR. & ARCH, P.C.

RESTAURANT / APARTMENTS

NUCLEUS AVE
COLUMBIA FALLS, MONTANA

1 ARCH LANDSCAPE PLAN
1/8" = 1'-0"

DRAWN: BL	CHECKED: NH
DATE: 02/28/2022	
#	REVISIONS:

ARCHITECTURAL
LANDSCAPE
PLAN

APPENDIX E

Perspectives



NORTHEAST PERSPECTIVE



SOUTH CORNER PERSPECTIVE



SOUTHWEST PERSPECTIVE



MAKE IT PERSONAL.

Planning Department

Item No.10.



130 6TH STREET WEST
ROOM A
COLUMBIA FALLS, MT 59912

PHONE (406) 892-4391

FAX (406) 892-4413

March 21, 2022

Re: Public hearing notice for a PUD Amendment at 540 Nucleus Avenue.

Dear Adjacent Property Owner:

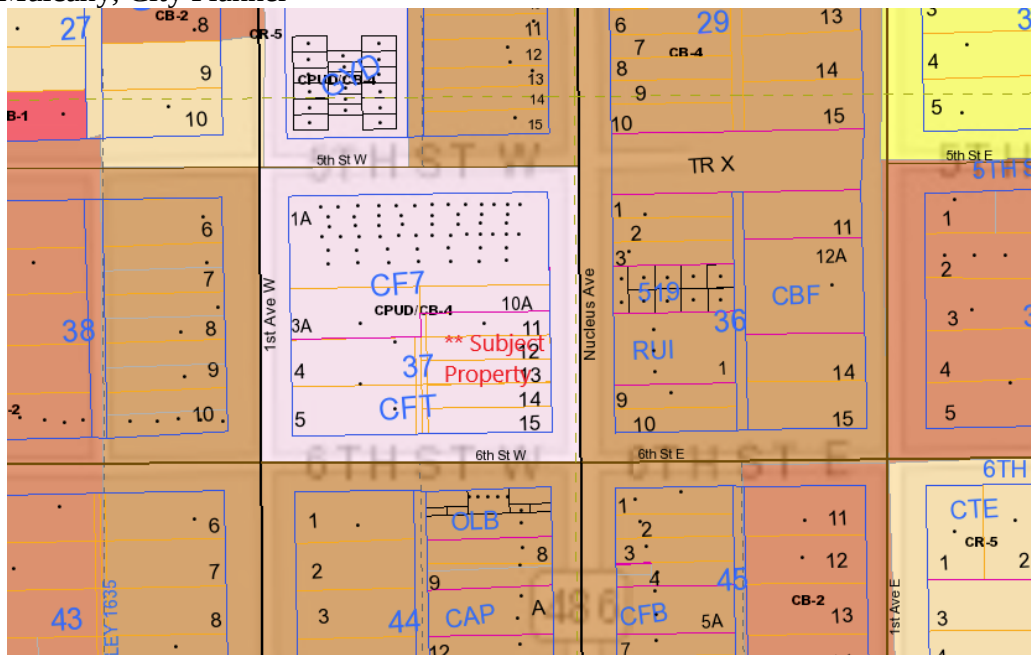
Our records indicate that you are the owner of property within 150-feet of the proposed project.

As the Planning Staff for the Columbia Falls Planning Jurisdiction, I am writing to provide you with notice of public hearings for a Planned Unit Development Amendment. The PUD that was originally approved for the old bank building site is being amended to increase height from 35 to 40 feet and adding a casino in the restaurant on the main floor. Additionally, the square footage of the project is being reduced and the applicant is adding more on-site parking.

If you have questions or comments concerning this matter, please call, visit or write me at City Hall. For written comment to be included in the Planning Board packet, it needs to be submitted to the City Clerk, 130 6th Street West, Columbia Falls, MT 59912 no later than Thursday April 7, 2022 or by email: staalandb@cityofcolumbiafalls.com. Written or emailed comments may be provided up to 5:00 pm on the day of the hearing; it will just be emailed and/or passed out at the hearing.

Sincerely,

Eric H. Mulcahy, City Planner



NOTICE OF PUBLIC HEARINGS

The Columbia Falls City-County Planning Board will hold a public hearing for the following item at their regular meeting on Tuesday, April 12, 2022 at 6:30 p.m. at the Council Chambers of City Hall, 130 6th Street West, Columbia Falls, Montana. The Columbia Falls City Council will hold a subsequent hearing on Monday May 2, 2022 starting at 7:00 p.m. in the same location.

Request to Amend a Planned Unit Development in the Columbia Falls Zoning Jurisdiction:

Ruis Holdings 540 Nucleus Ave LLC is requesting an Amendment to their Planned Unit Development overlay for the property located at 540 Nucleus Avenue which was the former Bank of Columbia Falls site. The owner is amending the design of the south building to allow a height of 40-feet to the top of parapet and also allow a casino in the proposed restaurant on the main floor. Otherwise, the building meets all use and dimensional requirements. The property is described as Lots 11-15 and also all that portion of the east half of the vacated alleyway lying adjacent to the west boundary line of said Lots 11-15 inclusive of Block 37 and Lot 10A of the Amended Plat of Lots 1-3 & Lots 6-10 of Block 37 according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Request for an Amendment to Conditional Use Permit to Construct 36 Apartment Units in the Columbia Falls Zoning Jurisdiction:

The applicant, Toby Gilchrist, is requesting an amendment to an approved Conditional Use Permit that allows the construction of 36 apartment units in two buildings, eighteen units in each building. The proposed amendment would allow the north building to allow owners of the units to offer short term rentals of the units. The south building would remain exclusively long-term rental (30-days or more). None of the other elements of the project change with the request of this amendment and this amendment only deals with the length of stay for the north building. The property is located approximately ¼ mile north of Highway 2 at 302 Meadow Lake Blvd. The property is described as Assessors' Tracts 2BDEA and 2BDAEA of Section 7, Township 30 North, Range 20 West, P.M.M., Flathead County.

Interested persons are allowed to attend the hearing(s) in person or via ZOOM. Persons are encouraged to submit written comments prior to the meeting. Written comments carry the same weight as public testimony given during the hearing. Written comments may be sent to Columbia Falls City Hall, Attention: Barb Staaland, City Clerk, 130 6th Street West, Room A, Columbia Falls, MT 59912 or via email: staalandb@cityofcolumbiafalls.com. For more information on the amended Planned Unit Development or Conditional Use Permit, please call Eric Mulcahy, Columbia Falls City Planner at 755-6481. To obtain the ZOOM meeting registration, contact City Clerk Barb Staaland via email or by calling (406) 892-4391 no later than 6:00 p.m. the day of the meeting.

Barb Staalnd

From: casey masters <casey_masters@yahoo.com>
Sent: Wednesday, March 30, 2022 1:56 PM
To: staalandb@cityofcolumbiainfalls.com
Subject: downtown Ruis project

We received a letter informing us of some of the proposed changes and amendments to the Ruis Construction project.

As a commercial property owner adjacent to this project, We have experienced some notable impacts on the neighborhood and local business accessibility. The greatest of these is the parking problem. Just with workers present we have noticed the precursors of what is to come. There will be a large number of residents living in the condos, (potentially two vehicles per unit), a burgeoning set of commercial suites, (employees as well as consumer traffic), just for the existing building. Even if you turned the remainder of the city block into parking, I believe it will barely suffice. We have all experienced the congestion and challenges of Our neighboring towns trying to deal with the same issues. This also creates a parking scarcity for surrounding businesses who rely on city street parking. What are the solutions for managing flow and local business turnover, as well as those using space as a resident of the condos?

As for the proposal to put in a third casino (Vaqueros and Columbia both have gaming) on the block... What is the image We would All like to see for Our Downtown Center?

We have removed the green park space and cut down All the Beautiful Old Trees that used to shade our sidewalks. What message are We sending to Our Local Youth? Do We need another bar and casino?

I support positive change for Our Amazing community and am grateful for Those that have taken a vested interest in revitalization.

I support diversity within the community and spaces the whole family can enjoy together, along with our growing tourist influx.

My preference would be in keeping lower building profiles that allow Light in and the incredible Mountain views to be shared by All.

Being raised as a youth in quiet Mountain towns, I have experienced first hand the detriments of unbridled development and the impacts on local communities as they inherently change.

I Truly Love Our community and All who continue to put Energy, Care and resources into Its Charm, sustainability and enduring Legacy as a Gateway to the Wild Landscape that We All Enjoy so much. Lets Keep it Simple.

Thank you for All Your collective efforts.

Casey =

To: Columbia Falls City Council April 4 2022

I ask the council to not approve the requested height increase or casino at Ruis project at 540 Nucleus Avenue. There is already a severe lack of parking. The structure also blocks the view of the best part of town and casinos erode community by feeding addiction.

We also still have no affordable housing for local workers in Columbia Falls as promised by Ruis Holdings. He has plenty of projects going through out the valley. He would not be building any of these projects if he was not already assured of a substantial financial return. Do not further compromise our community's ability to provide work and housing for our long time locals.

Slow down the growth. We need smart growth. With the monthly loss of millions of gallons of water in city lines shouldn't that be a priority over more building developments? I assure you the residents paying those high water fees feel the pain of paying for water they don't even use.

Carmen Wyman, Columbia Falls

Corwyn Wyman, Columbia Falls

RECEIVED
APR 04 2022
CITY OF COLUMBIA FALLS

Barb Staaland

From: Mike Huffman <huffmanm5377@msn.com>
Sent: Wednesday, April 6, 2022 11:31 AM
To: staalandb@cityofcolumbiafalls.com
Subject: Re: 4/12 Public Hearing on 540 Nucleus & 302 Meadow Lake

Hello Barbara,

The following are my comments for the Planning Board's hearing on 4/12.

Regarding 540 Nucleus:

I'm opposed to allowing the requested 40' height exception on the South lot.

The physical presence of the project looming over Nucleus Ave leaves me with the feeling that it was a mistake to approve it in the first place. It should have only been approved with more aggressive height restrictions.

What portion of the project will be long term vs. short term rentals? In either case, if only tourists & investors can afford them, it further displaces our working & middle class and exacerbates a growing housing/affordability crisis.

Has the Ruis project team presented a detailed parking plan that shows how this added volume will be accommodated without spilling over to the surrounding area? What about the additional pedestrian traffic? It seems likely this is going to result in more accidents as traffic on Nucleus increases.

Regarding the proposed 302 Meadow Lake project:

I'm opposed to half of this project being turned into short term rentals.

Again, this drives up prices and in turn removes affordable housing options for those who live and work here.

Does the applicant plan to own & manage this complex, or is he simply going to sell individual units to the highest bidder?

General comments:

Our town, and the Valley, has an availability/affordability problem that is being directly impacted by short term rentals.

In addition to licensed STRs, there are literally hundreds of others operating all over the County, unlicensed and unregulated.

Property rights are important, but when the quest for profit has a negative impact on a local community, something needs to be done.

Local healthcare workers, teachers, 1st responders, and service workers have to live in trailers or with family/friends because there's nothing affordable to rent or buy.

Renters are being displaced because landlords decided to sell for a huge profit or convert to short term.

A major employer can't hire workers on \$60-150K salaries because there's no affordable homesk

When an area goes from being somewhat affordable to absolutely ridiculous inside of 2yrs, it's a big problemk

With most builders booking into 2024 now, we're not building our way out of this6 A lot can happen between now and then with the markets and economy6

For better or worse, the Valley is an amenities economy and has become a destination - please don't forget about the working & middle class who are the ones behind the scenes making it all possible.

I strongly suggest a moratorium on short term rentals, to be reviewed annually until balance is restored. Stricter licensing & regulation needs to happen. A determination can then be made as to how many STRs can be added in any subsequent year, with preference given to local applicants.

For all of these reasons, I encourage the Board to say NO to both proposals.

Respectfully submitted,

Mike Huffman
519 Nucleus Ave

REGULAR MEETING – 6:30PM.**CALL TO ORDER**

Chairman Vukonich called Meeting to order at 6:31 PM

PLEDGE OF ALLEGIANCE**ROLL CALL****PRESENT**

Vukonich
Smith
Byrd-Rinck
Shepard
Duffy
Kavanagh
Singer

ABSENT

Lundgren

Also present: Contract Planner Donna Valade, City Manager/Zoning Administrator Susan Nicosia, City Attorney Justin Breck

APPROVAL OF MINUTES:

Approval of March 15th, 2022 Regular Meeting Minutes

Correction by Singer to attendance of March 15th, 2022 Planning Board Meeting Minutes. Smith was listed in both PRESENT and ABSENT. Smith was PRESENT and Singer was ABSENT.

Motion made by Duffy to approve the March 15th, 2022 minutes with correction, Seconded by Shepard. Motion carried with all present voting in favor: Vukonich, Smith, Byrd-Rinck, Shepard, Duffy, Kavanagh, Singer

VISITOR OR PUBLIC COMMENT: (An opportunity for the Public to comment on any items not on tonight's agenda) NONE

PUBLIC HEARINGS AND ACTION:

Chairman Vukonich read the hearing notice and asked for the Staff Report Presentation:

Request to Amend a Planned Unit Development in the Columbia Falls Zoning Jurisdiction:

Ruis Holdings 540 Nucleus Ave LLC is requesting an Amendment to their Planned Unit Development overlay for the property located at 540 Nucleus Avenue which was the former Bank of Columbia Falls site. The owner is amending the design of the south building to allow a height of 40-feet to the top of parapet and also allow a casino in the proposed restaurant on the main floor. Otherwise, the building meets all use and dimensional requirements. The property is described as Lots 11-15 and also all that portion of the east half of the vacated alleyway lying adjacent to the west boundary line of said Lots 11-15 inclusive of Block 37 and Lot 10A of the Amended Plat of Lots 1-3 & Lots 6-10 of Block 37

according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Contract Planner Donna Valade presented Staff Report CPUD-22-02 for Ruis Holdings at 540 Nucleus Avenue. City Manager Nicosia reported that Condition Number 3 should read that the project shall be built in substantial compliance with the drawings prepared by Jackola Engineering. Byrd-Rinck asked if the height increase was in addition to the previous height increase. Nicosia responding, no, this request is a revision of the first building and is a restaurant/bar that is replacing the hotel previously planned. The height increase is only for the stair tower and elevator shaft to accommodate the elevator workings and provide a stair access to the roof. Duffy stated that he believed that the first-floor use of a restaurant casino would require a higher ceiling and that is why they are seeking to raise the height. Bobby Jo with Jackola clarified that the restaurant is 15 feet tall and the two floors with apartments are 9 feet tall. Kavanagh asked if the Fire Chief has allowed the additional height. Nicosia said yes, the height was approved by the Fire Chief. Nicosia noted that four written public comments were in the packets and are entered into record.

Chairman Vukonich asked if the applicant wanted to address the Board. Bobby Jo stated she is here from Jackola Engineering to support the application and answer any questions.

Motion made by Singer to Adopt Staff Report CPUD-22-02 as Findings of Fact, seconded by Nelson. Kavanagh stated that the height of the buildings on Nucleus is becoming more apparent that they need to consider it down the road. Duffy stated that the only space available downtown is up and they have to make buildings higher to accommodate growth. Kavanagh challenged the community by saying that the community can choose to not go up. Does Columbia Falls want to keep going vertical? Kavanagh stated he does appreciate the additional parking and he hopes the City completes a parking study since it can be difficult to park. Nicosia stated that the Council held a downtown parking workshop just last evening. Shepard stated that the only option is to annex forest land nearby or use the existing town for growth and he would rather use the town. Nicosia stated that buildings don't exceed three floors and height increases are for architectural elements. The intent of the 35 feet is so that buildings do not exceed three stories but with architectural elements buildings will look more pleasing. Vukonich stated that they have approved a height increase. Smith stated that maybe it was a mistake to approve it the first time. Duffy asked if 35 feet is the max height for a residence and Nicosia stated that is correct. Duffy stated a commercial building might need more height than a residence. City Attorney Justin Breck stated that the downtown corridor zone was created to encourage a conglomeration of commercial businesses and the only way it can grow is to go up. Byrd- Rinck asked if the norm would be to go higher than 35 feet, should the height limitation be changed. Nicosia stated that it would require a text amendment. Motion carried with all present voting in favor to adopt CPUD-22-02 as Findings of Fact.

Motion made by Singer to Recommend Approval of PUD to City Council with conditions, seconded by Duffy. Motion passed: Ayes: Vukonich, Nelson, Byrd-Rinck, Shepard, Duffy, Kavanagh, Singer. Nays: Smith.

Chairman Vukonich read the hearing notice and asked for the staff report presentation:

Request for an Amendment to Conditional Use Permit to Construct 36 Apartment Units in the Columbia Falls Zoning Jurisdiction:

The applicant, Toby Gilchrist, is requesting an amendment to an approved Conditional Use Permit that allows the construction of 36 apartment units in two buildings, eighteen units in each building. The proposed amendment would allow the north building to allow owners of the units to offer short term

rentals of the units. The south building would remain exclusively long-term rental (30-days or more). None of the other elements of the project change with the request of this amendment and this amendment only deals with the length of stay for the north building. The property is located approximately ¼ mile north of Highway 2 at 302 Meadow Lake Blvd. The property is described as Assessors' Tracts 2BDEA and 2BDAEA of Section 7, Township 30 North, Range 20 West, P.M.M., Flathead County.

Contract Planner Donna Valade presented Staff Report CCU-22-01. This amendment would allow owners of the units in the north building to offer short-term rentals of the units. Valade noted that staff is not making a recommendation to the Board.

Vukonich asked the Board if they had questions for staff. Shepard asked if the business plan was changing but the plan was not changing. Donna Valade stated that is correct, everything is the same except the usage. Shepard then stated that the Planning Board does not take a stand on the business plan and asked if that is correct. City Attorney Justin Breck stated that you have to look at this issue based on criteria for approval. He then said that Contract Planner Eric Mulcahy primarily looked at the character of the neighborhood. Vukonich stated that he does not recall anything like this request coming to the Planning Board. Nicosia stated it is coming back to the Planning Board because Eric Mulcahy considered it a significant change and staff cannot make a significant change without going to the Board. Vukonich remembers that the public was concerned at the original hearing that these would be turned into short term rentals. City Attorney Breck stated that in his opinion and legal research, the law does not look at short-term vs long term rentals differently. Shepard asked Nicosia how many vacation rentals are in the city and surrounding areas. Nicosia stated that there are about 100 in the City. Shepard stated that talking to the Police Chief there are very few calls about vacation rentals. Duffy wondered why there is a 9-18 number of apartments up for vacation rental designation. The applicant Toby Gilchrist answered saying that there will be two apartment buildings of 18 units and their goal is to sell around half of one of the buildings as vacation rentals, around 9 to 10 units.

Vukonich opened the Public Hearing at 7:12 PM

Paul Downing, 12 Talbot Pines Loop, stated that the whole valley is short on workforce housing and that Columbia Falls does not need any more short-term rentals.

Tracy Day, 2715 Witty Lane, stated that she was concerned that no financial viability assessment was submitted with the planning application which would show the reasoning behind the decision to have 9-18 units as short-term rentals. She realizes that this would not be presented to the members of the public but could be provided to City Planners and presented to Board Members for their assessment. She wanted to know if there is a real financial need to sell units as short-term rentals. She is concerned that this development sets a precedent for this area and that it could lose a sense of community. Short-term rental applications can place a stress on infrastructures. Lack of housing leads to lack of employees which leads to a lack of services. She believes this proposal is a significant change to use of the area and not just to the business plan so she urges the Board to consider that as well. She is wondering if the Council would be open to doing a Housing Supply Summary to see what is required and if developments coming forward meet those demands.

Shirley Folkwein, 285 Shooting Star Drive, stated she was a frustrated and was misled as a member of the public and it seems like her public input would not have an impact since this is a business plan and the Board does not consider those. She said she supported Mr. Gilchrist's original plan to have 36 units as long-term rentals but she does not support the current plan of turning half of these units into short-

term rentals. Ms. Folkwein states that we need more housing in the area and says that this is the Planning Board's opportunity to do something about this. She said she attended the January 2nd Council Meeting where a gentleman spoke about the need for more workforce housing. He said that the lack of housing was partially a result of short-term rentals and she agrees with him. If more short-term rentals are added to the existing vacation rentals it is a large number of short-term housing for a town of this size. There are families that want to live in this area that will not be able to find housing. She met someone like this a couple weeks ago and this person was being forced to move out of their rental because their landlord was converting it to short-term housing. She believes this to be partially a manufactured housing crisis brought on by short-term rentals. She has become quite familiar with and cynical of the planning process in the past couple of years, if the developer has met all of the conditions than they are obliged to approve the request, it does not matter what the public has to say. She lastly asks the Board to please consider this from a broad perspective and to not approve it.

Jelani Lawson, 292 Meadowlake Boulevard, stated that he fundamentally disagreed with the statement in the packet that the amendment only deals with the length of stay for the north building. He said that the change reduces the number of rental units in Columbia Falls and was the primary reason for the previous zone change. The intent of changing the units to nightly-weekly rentals will only appeal to second home owners and will not increase workforce housing but will be used for personal income generation. The proposed change will affect the character of the neighborhood with vacation rentals being put in right next to single family residences. He believes this will intensify the noise with partying vacationers. Property management will become an issue as well as fencing for both noise and security reasons. He believes traffic will actually increase from vacation rentals. This is just to cover a developer's cost and it is not the City's obligation to fix his cost issues and the developers and city's priority should be around its citizens. The priority of vacation rentals is ultimately not sustainable. What happened to the need to address workforce housing? He stated if approved, he would like to place the vacation rentals on the south side of the property and not the north. He would like to see an 8-foot fence on the side of the single-family residences and require sidewalks on Meadowlake Boulevard.

Kristen Downing, 12 Talbot Pines Loop, stated that her biggest concern is with the children who will not be able to find a single-family home so they will have to resort to an apartment. They will not be able to afford an apartment because people will not be willing to sell their short-term rentals.

Brook Stearns-Lawson, 292 Meadowlake Boulevard, stated that her focus is on the previous zone change. These 18 units will not "tip the scale" but will set a precedent. She asked the Planning Board if they would have made the same decision during the zone change hearing knowing that these would be short-term rentals and not long-term. She does not believe that the intent with this proposal is a bait and switch but it is a slippery slope. This change does not prevent locals from being priced out but it makes it all the more likely since investors will want to just do vacation rentals and not long-term housing. Columbia Falls depends on the tourist industry and we will suffer if we do not provide workforce housing and they have to compete with investors for housing.

Nathan Dugan, 937 Kalispell Avenue, Whitefish, stated that he does a lot of housing advocacy work in Whitefish. Short-term rentals are an issue for who can buy the units. If these units can be short term rented than they will be more expensive and will be focused towards a demographic of people who typically don't live here. There will be a more difficult time competing for housing. He is not opposed to condominiums to cover costs. Something that is worth exploring with the attorney or the developer is to have half the development be condos and have a stipulation that they cannot be short term rented.

Mallory Phillips 937 Kalispell Avenue Whitefish stated she also does housing advocacy. As we develop single family areas, the community seems to be for long term rental development but when there is a chance that they will be short term rentals it is harder to gain community support for future development. This decision sets a precedent that will make families less likely to support multi-family housing when they believe it could be used for short term rentals.

Bill Goldberg, 208 1st Avenue E, Kalispell stated that he wants to make sure that everyone knows that this was not a bait and switch and he has been working on this project with the applicant for over a year and a half. There is a belief that there is not a financial impact but he invites anyone to come and talk to him and he will show you the higher development costs from the planning stage to now, at the building stage. Goldberg understands it is a different community but if the density is there it creates other opportunities for affordable housing. The reality of this property was that it was approved for 2 duplexes but with the zone change the density wasn't targeted for max but for what could fit in there. The reality with the price increase was that he thought that it was going to be a hard no. He assures everybody that they gave the applicant the best number that they could. He knows that the developer genuinely wants to provide long term housing, that is where the project started and that's where we thought it was going to go. They understand the changes that are happening and with Ruis' project to the north it will provide additional housing and additional places for long term rentals. It comes down to trust and he trusts the applicant to do the bare minimum of short-term rentals. There is precedent for changes to short term rentals and projects changing over time but there is no intentional bait and switch.

Tracy Day, 2715 Witty Lane, stated that she was wondering if a condition could be added to the application to restrict any change of use to the rest of the site. Also, she wondered if the Board could enforce a phased approach to the development. Vukonich referred this question to staff. Valade stated that if they wanted to change any of the other units to short-term rentals they would have to go through the same process and each individual unit would be required to submit an application. Day also asked if the Board can defer the request until the developer provides a financial viability assessment and profit loss statement. Nicosia answered that it is outside of the City's purview to ask for a business plan, it is not a City or statutory criterion on which the City can base a decision.

Chairman Vukonich closed the Public Hearing at 7:51 PM noting written comments received in packet are also part of the record.

Chairman Vukonich asked the applicant if he wished to address the Board. Toby Gilchrist stated that he has an understanding of the need for affordable workforce housing in the valley. There is a supply issue with affordable housing and at all price points. It is being impacted by price points across the board. When people are building their mansions, they buy a smaller house then when their mansion is finished, they turn their previous house into a vacation rental. People come to retire here and they can't quite afford the house payment so they turn that house into a vacation rental with the intent to come and live in it when they retire. This new development will not be a mini hotel, he has financed many projects on Nucleus that are vacation rentals and almost all of them are primary residences. He owned vacation rental units in Columbia Heights and there were no complaints the entire time. The traffic impact study shows there is less impact on traffic with vacation rentals. Gilchrist stated that the answer to affordable housing in this valley is throwing supply at every single price point as supply and demand affects everything. Gilchrist stated that 18 vacation rental units in one place reduces demand for vacation rentals scattered around town, this is in a concentrated location and close to a vacation destination. From his observation you do see primary residences and locals investing in vacation rentals as another source of income. Around 10% of his residents for Columbia Heights that were vacation rentals were here for medical care because the hotels couldn't accommodate them. Gilchrist stated he has two decisions:

move on from this project or try and figure out a way to finance the project. This decision will support local businesses and the community through tax revenue. He stated that he appreciates the need for affordable housing but there is no way to get there right now. The project still supplies 18 long-term rental units. With only having 4 units with the CR-5 zoning, there was no way to finance the project with the extension of the water line. Gilchrist stated the he saw a townhouse in Columbia Falls that was about 1,400 or 1,500 square feet and it sold for \$475,000, is that affordable? It is a conundrum and the only answer is more supply across all price points. The people who plan on moving here buy something instantly and then shop.

Vukonich asked the Board if they had any questions for the applicant. Vukonich says that he has been reading the request and wanted clarification that 18 is the maximum number of units he will sell as vacation rentals. Mr. Gilchrest said he is correct but at this point he will only need to sell 9 units as vacation rentals to cover his cost. Gilchrest stated that there was no way to just designate half of the building as vacation rentals so he is making the whole building available to be sold as vacation rentals. Mr. Gilchrist is curious about the concern during public comment about changing the designation of the long-term rentals to short-term rentals in the other units and is there a way to restrict the developer from doing that? City Attorney Breck stated that his was answered earlier, if he chooses to do that than he will have to come back with another amended application. Breck noted that in addition, the owner of each individual unit that will be a vacation rental will have to go through the administrative conditional use permit process with the City. Nicosia stated that if it is in the Condominium Declaration that only 9 units will be vacation rentals that a 10th application would not be approved. Gilchrist stated that the HOA will have strict stipulations on quiet hours and vacation rentals. Gilchrist was wondering about the fence height that was in the proposal and he thought it was 8 feet already. It was confirmed that it was 6 feet in residential zones per Nicosia. Singer had a question about how many of the 9 units is he thinking of selling, how many bedrooms and will they be phased? Gilchrist answered that they will be 3 phases of construction in blocks of 3. They will be mainly 2 and 3 bedrooms in an equal mix. Singer than stated that it will not be first time buyers because of how the building is warrantied and asked what his prices are, what will they be selling for? Gilchrist stated that prices are based on market. Gilchrist added that a unit with a vacation rental can be sold at about \$600,000 and without it is about \$400,000, this project cost has gone from \$5.2 to \$8.2 million in 5 months.

Vukonich had a question for staff about the clarification of the minimum of 9-18 units for vacation rentals and asked if we should make a textual change stating a maximum of 18 units. Valade answered saying that Staff Reports are written for worst case scenarios and it was reviewed for the 18 units not the 9 units.

A motion was made by Duffy to approve Staff Report CCU-22-01 as Findings of Fact and it was seconded by Singer. Singer said that she recalls that the original application was denied because they thought there was a huge safety factor with no sidewalks. Nicosia answered by saying that the project stopped at the zone change because of the questions and some of them were addressed in the Conditional Use Permit. In order to address the questions that were coming up in the zone change it wasn't a denial it was a deferral. The questions were then addressed and it came back before the Planning Board and it was approved. Singer wondered if the nightly-weekly rentals were in the previous proposal would the Board have approved it. Singer stated she is still concerned about the safety of the people that will live in the 18 units that are long-term rentals as well as visitors that don't know where they are going. Nicosia said that the city can control the occupancy of the dwelling due to fire code based on bedrooms. Breck stated that this discussion isn't any different for a long-term rental. Breck cautioned the Board on basing their decision on long term vs short term rentals. There is no difference

on what an owner of a long-term rental can do with occupancy, the tenants and controlling their behavior. He realizes that this is a discussion about the desirability of affordable housing but that is a policy decision. To come in the middle of something and say that based on what has been heard in the last few months that affordable/workforce housing is more desirable than short-term rentals is a change in policy in which the City has not given people notice. Breck cautioned the Board on making a decision based on what they would like to see without an actual policy change in city ordinances. Kavanagh stated that the Board approved the zone change for strategic reasons. There was a lot of conversation about creating workforce housing around the zoning change he noted. Kavanagh stated that the Board had discussion about having to extend the water main and building a walking path and if this short-term rental information was supplied it would have changed his decision. He believes it does change the nature of the zoning change and does change the character of the neighborhood. Vacation rentals are taking a much more commercial look to their operations and for those reasons that zoning change would have made him think about the commercial implications and ramifications. Vukonich stated that staff considered this a significant change and brought this proposal back to the Board to consider the impacts of the change. Breck does not disagree with what Vukonich is saying and now they are coming back to a point of criteria where the Board can say they do not agree with this because it changes the character of the neighborhood. He does not want them to consider that they would have denied the previous proposal because there is concern for there being more housing as that is nonsensical and not defensible. Shepard stated that considering the want for affordable housing, his neighbor's house sold for a large amount of cash money. Do you want to sell affordable housing or say that this none of this project is affordable housing, it cannot be both ways? Shepard stated that the county could care less about Meadowlake Boulevard and with the new housing they should have done something to the road. Nelson stated that this is not affordable housing this is market-rate housing. Kavanagh asked for clarification on apartments not condominiums in the original document and this proposal is now taking the north building and making it into condos. Nicosia stated that the developer has the ability to condo under state law, it doesn't affect the zoning and it is not something the City can approve or disapprove. Byrd-Rinck stated that they had approved the previous plan because there was a need for long term housing and this new proposal would change the character of this neighborhood. Kavanagh stated that he believes that there would be a different impact on surrounding properties with short term rental use. Duffy stated that he is concerned that there hasn't been any discussion about surrounding areas and is future development going to use these reasons for short term housing. Duffy says that the last two sessions that they had approved two short term rental situations in a building modification and an RV park situation so it seems to be part of a trend. Vukonich asked the Board to look at page 221, of the proposal where it says that it will only change the term for the units in the north building, should the Board change the units to the south building? Breck reminded the Board that the staff report does not take a position and their decision doesn't change that only if they want to send this to the council as approved or disapproved. Nicosia stated that the Planning Board can amend the findings of the report if they disagree with them. Smith said that they should probably go back to what they agreed on originally; long-term rentals. Byrd-Rinck also stated that they should go back to what they originally agreed on; long-term rentals.

Kavanagh proposed amending the Staff Report, CCU-22-01, page No. 8, d. Immediate Neighborhood Impact as the proposed use does impact the surrounding areas. Nelson wondered if the southern building could be turned into short-term rentals, leaving the northern building as long-term. Gilchrist answered saying that the only reason that they designated the north building as short-term is due to the industrial property on the south. Singer asked what is going on with the property to the south. Nicosia said that the property is zoned industrial and it can be a storage yard but the owner will need to meet the shielding requirements with fencing and vegetation. Vukonich asked if the change from short-term rentals in the northern building to the southern building would they have to come back and review that change? Breck

was wondering if the Board would like to change the recommendation that the short-term rentals would only be conducted in the building to the south. Vukonich answered in the affirmative and would that require them to rereview this proposal? Nicosia stated that it is a stated condition. Vukonich said that it would be dealt with in the next portion of their process.

Kavanagh made a motion to amend Staff Report CCU-22-01 page 8 to include a paragraph that states the change of usage with the property does have an effect on the surrounding neighbors. This motion was seconded by Byrd-Rinck. Valade stated that usually a change to the findings of fact comes with a "because". Kavanagh stated that the change in usage to a short-term rental creates a transient nature to the property. Breck stated that the change is based on short-term vs long term rentals and that is different than the court saying that this is commercial now because you do short term rentals, no it is not it is still residential. Breck stated that you are talking about an impact because of the change to short term rentals. Kavanagh said that there is an impact on the neighborhood based on everything they have heard so his motion would be "The proposed short-term usage impacts the immediate neighborhood as the frequency and high change-over of occupants in the building creates a transient nature which changes the character of the neighborhood." Nicosia read back the motion as requested by Vukonich and stated that it would be inserted in between the two paragraphs on page 8. A roll call for the amendment to the findings of fact with all present voting Aye: Vukonich, Smith, Nelson, Byrd-Rinck, Shepard, Duffy, Kavanagh, Singer. Roll call vote was made to adopt Staff Report CCU-22-01 as findings of fact with all present voting Aye: Vukonich, Smith, Nelson, Byrd-Rinck, Shepard, Duffy, Kavanagh, Singer.

Duffy motioned to recommend approval of the Conditional Use to City Council, seconded by Shepard. Motion Failed: Ayes: Shepard, Duffy. Nays: Vukonich, Smith, Byrd-Rinck, Kavanagh, Singer. Absent: Lundgren.

ADJOURNMENT – Meeting duly adjourned at 8:54 PM

Chairman

Attest:

Public Works Clerk

CITY OF COLUMBIA FALLS
NOTICE OF PUBLIC HEARINGS

Item No.11.

The Columbia Falls City-County Planning Board will hold a public hearing for the following item at their regular meeting on Tuesday, April 12, 2022 at 6:30 p.m. at the Council Chambers of City Hall, 130 6th Street West, Columbia Falls, Montana. The Columbia Falls City Council will hold a subsequent hearing on Monday May 2, 2022 starting at 7:00 p.m. in the same location.

Request to Amend a Planned Unit Development in the Columbia Falls Zoning Jurisdiction:

Ruis Holdings 540 Nucleus Ave LLC is requesting an Amendment to their Planned Unit Development overlay for the property located at 540 Nucleus Avenue which was the former Bank of Columbia Falls site. The owner is amending the design of the south building to allow a height of 40-feet to the top of parapet and also allow a casino in the proposed restaurant on the main floor. Otherwise, the building meets all use and dimensional requirements. The property is described as Lots 11-15 and also all that portion of the east half of the vacated alleyway lying adjacent to the west boundary line of said Lots 11-15 inclusive of Block 37 and Lot 10A of the Amended Plat of Lots 1-3 & Lots 6-10 of Block 37 according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Request for an Amendment to Conditional Use Permit to Construct 36 Apartment Units in the Columbia Falls Zoning Jurisdiction:

The applicant, Toby Gilchrist, is requesting an amendment to an approved Conditional Use Permit that allows the construction of 36 apartment units in two buildings, eighteen units in each building. The proposed amendment would allow the north building to allow owners of the units to offer short term rentals of the units. The south building would remain exclusively long-term rental (30-days or more). None of the other elements of the project change with the request of this amendment and this amendment only deals with the length of stay for the north building. The property is located approximately ¼ mile north of Highway 2 at 302 Meadow Lake Blvd. The property is described as Assessors' Tracts 2BDEA and 2BDAEA of Section 7, Township 30 North, Range 20 West, P.M.M., Flathead County.

Interested persons are allowed to attend the hearing(s) in person or via ZOOM. Persons are encouraged to submit written comments prior to the meeting. Written comments carry the same weight as public testimony given during the hearing. Written comments may be sent to Columbia Falls City Hall, Attention: Barb Staaland, City Clerk, 130 6th Street West, Room A, Columbia Falls, MT 59912 or via email: staalandb@cityofcolumbiafalls.com. For more information on the amended Planned Unit Development or Conditional Use Permit, please call Eric Mulcahy, Columbia Falls City Planner at 755-6481. To obtain the ZOOM meeting registration, contact City Clerk Barb Staaland via email or by calling (406) 892-4391 no later than 6:00 p.m. the day of the meeting.

DATED this 18th day of March, 2022

Susan Nicosia

Susan Nicosia, City Manager/Planning & Zoning Administrator
COLUMBIA FALLS CITY-COUNTY PLANNING BOARD

Publish: Daily Interlake Sunday March 27th, 2022

**CONDITIONAL USE PERMIT REQUEST
COLUMBIA FALLS AREA ZONING JURISDICTION**

COLUMBIA FALLS PLANNING OFFICE STAFF REPORT #CCU-22-01

Toby Gilchrist

March 30, 2022

AS AMENDED BY THE PLANNING BOARD APRIL 12, 2022

A report to the Columbia Falls City-County Planning Board and Zoning Commission and the Columbia Falls City Council regarding a request to permit a conditional use located at 302 Meadow Lake Boulevard. The Conditional Use request is scheduled for a public hearing before the Planning Board on Tuesday, April 12, 2022 at 6:30 PM and Columbia Falls City Council on Monday, May 2, 2022 at 7:00 p.m.

BACKGROUND INFORMATION

A. PETITIONERS

Owner/applicant:

Toby Gilchrist
P.O. Box 1059
Whitefish, Mt 59937

B. PETITIONER'S TECHNICAL ASSISTANCE

Same as owner

C. LOCATION/DESCRIPTION

The property is located at 302 Meadow Lake Boulevard in Columbia Falls. The property is described as Assessor's Tract 2BDAE and 2BDAAE (Tracts 1 & 2 of COS 16142) in Section 7, T30N, R20W, P.M.M., Flathead County, MT.

D. REQUEST

On August 2, 2021, the Columbia Falls City Council approved a Conditional Use Permit for 36 apartment units in two buildings for the subject property. During the hearing process, the question was asked if the apartments units would be for short term rental or long term rental. The applicant answered that the units would be for long term rental. The comment by the applicant becomes part of the application. A change in duration of stay is considered a significant change by staff and as a result required the proposal to go back to the Planning Board and City Council for hearing and consideration.

As stated in the application for the conditional use permit amendment: "In an effort to mitigate the dramatic increase in cost, owner is proposing allowing nightly/weekly rentals of the units with the goal of capturing the additional value associated with such allowance. Owner intends to sell on the open market a minimum of 9 – 18 units in the North building as condominiums and maintaining the remaining 18 units as long term rental housing."

In Summary, the proposed conditional use permit would only change the term of rental for the units within the north building. The proposed CUP does not change anything else about the project such as parking, access, unit count, etc. The

Planning Board and City Council are only reviewing, and approving or denying the request for short term rentals. This application does not change any of the conditions approved in CCU-21-02.

E. NATURE OF THE REQUEST

The land owner states in the application that the primary reason for the request is to adjust for the substantial increase in construction costs. Converting half the units to condominiums and allowing the option of short term rental will accelerate the return on investment. The condominium sales will help maintain the 18 units of long-term rental product. The applicant points out that the short term rental policy is an option and that some owners may not want to place their unit in short term rental but instead use the unit as a permanent residence or a part-time residence.

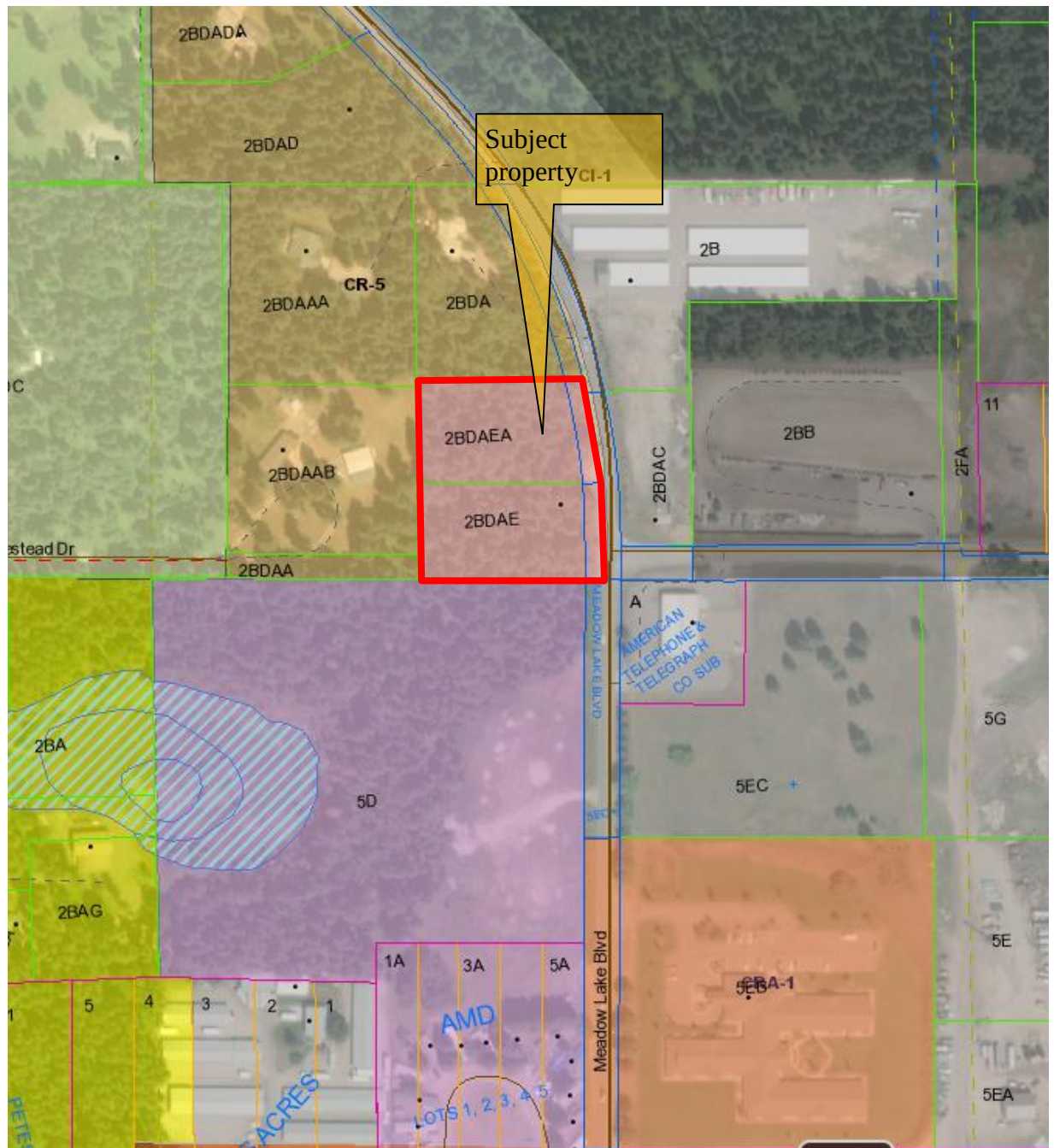
F. EXISTING LAND USE

The subject property is currently vacant. The project is located along Meadow Lake Boulevard which is a collector road and transitional area between industrial uses on the east and suburban densities to the west. The property is heavily forested.



G. ADJACENT ZONING AND LAND USE:

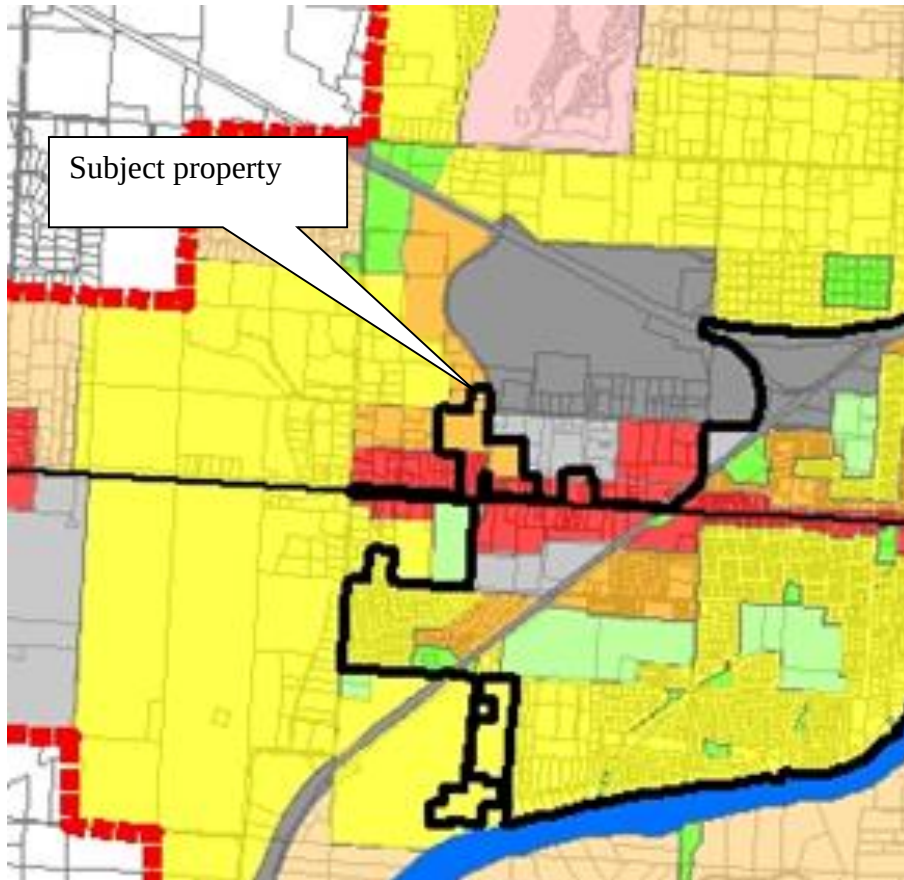
North	CR-5	Single Family Residential uses
South	CI-1	Vacant land and a manufactured home park
East	CB-2	Storage warehouses, industrial uses, and Weyerhaeuser lands
West	CR-5 and CR-1	Single Family Residential Uses



Source Flathead County GIS Subject Parcels are outlined in red

H. GROWTH POLICY DESIGNATION:

The 2019 Columbia Falls Growth Policy Map shows the subject property as well as neighboring properties to the north and south as Multi-Family Residential. Multi-Family Residential is defined in the Growth Policy as “8 or more units per acre. High density residential includes townhouses and apartment units. Served by urban services and may be a buffer or transitional area between low density residential and non-residential.”

**I. UTILITIES/SERVICES:**

Sewer: City Sewer is available

Water: City Water is available with extension of main

Solid Waste: Private Contract Hauler

Police: Columbia Falls Police

Fire: Columbia Falls Fire Department

EVALUATION BASED ON REQUIRED CRITERIA

18.332.030 Criteria Required for Consideration of a Conditional Use Permit:

A Conditional Use Permit may be granted only if the proposal, as submitted, conforms to all of the following general Conditional Use Permit criteria, as well as to all other applicable criteria that may be requested.

- a. Site Suitability. (That the site is suitable for the use) This includes:
 - i) Adequate Usable Space: The site proposed for development is 2.251 (2.029 net) acres in size or 88,383 square feet net and the CRA-1 zoning district has a minimum lot size of 7,500 square feet. The Columbia Falls Zoning Ordinance allows maximum lot coverage of 45%. Each of the proposed buildings are 8,957 square feet or 17,914 square feet of lot coverage for both; giving a lot coverage of 20% for the site. The parking requirement for 36 units regardless of bedrooms is two spaces per unit. The applicants are proposing 72 spaces to meet the parking standards of the zoning ordinance. The applicant is able to provide parking spaces, comply with setbacks, and provide required landscape buffers. The conversion of the north building to a short-term rental product does not change the site suitability findings.
 - ii) Adequate Access: The property fronts on Meadow Lake Boulevard which is a County maintained collector road. The access to the proposed multi-family project aligns with Best Way on the east side of Meadow Lake Boulevard.

With the CUP application submitted last summer, the applicants provided a Traffic Impact Study (TIS) for the project which shows a trip generation of 239 vehicle trips per day and a traffic load increase of 5 to 10% to neighboring roads. The TIS indicates no drop in Level of Service grade at any of the intersection and less than a one second delay per vehicle at said intersections. The TIS has a recommendation for sight distance clearing to the north to meet standards. Alternative to the full sight distance clearance is a reduction in speed to Meadow Lake Boulevard south of the viaduct or intersection traffic control at Meadow Lake Blvd and Best Way.

The ITE Trip Generation Manual, 9th addition gives a trip generation of 2.4 vehicle trips per dwelling for Recreation Homes (260) as opposed to the trip count of 6.65 for multi-family apartments. The result is that there may be a small decrease in trips if the short term rental option was granted.

Parking Lots: The applicant proposed parking for the development on-site. The parking lot as proposed will have two-way access with a single approach onto Meadow Lake Boulevard at the intersection with Best Way. As with the original approval the applicants will need to work with the Public Works Director and the Fire Chief on the turning radius or provide other mitigations to satisfy the Fire Chief. Parking is unchanged with the proposed amendment.

Pedestrian Access: The Concept Site Plan dated 6/1/2021 of the application package shows internal pedestrian walkways around the perimeter of the project as well as from parking lots to buildings as well as a sidewalk along the Meadow Lake Boulevard frontage. The internal access looks good and provides access to the buildings from the parking areas as well as a pedestrian connection from the building to the sidewalk. The Site Plan notes indicate that all of the sidewalks are concrete and are all five feet wide or wider. These elements are unchanged with the proposed amendment.

- iii) **Absence of Environmental Constraints:** As the development will be served by public sewer and water, there does not appear to be any significant environmental constraints. As the lot is mostly flat with the exception of the southeast corner. There does not appear to be any danger of flooding or slumping. The applicant is required to maintain all drainage on-site as part of the public works and building permit approval process. The drainage requirement protects adjoining neighbors from this project's roof and parking lot run-off. This criterion is unchanged by the proposed amendment.
- b. **Appropriateness of Design.** The site plan for the proposed use will provide the most convenient and functional use of the lot. Consideration of design should include:
 - i) **Parking Scheme:** There is no on-street parking available so the zoning regulations require off-street parking at a ratio of two spaces per unit. The applicant is showing 72 parking spaces which meet the requirements of the zoning code. All parking lots and driveways will be paved with a minimum 5 foot landscape buffer along the western property line and 15 feet along Meadow Lake Boulevard. The site plans are meeting the setbacks with room to spare. The parking is internal of the development providing convenient movement from the spaces to the units. This is unchanged by the proposed amendment.
 - ii) **Required parking for Residential Apartment (18.518)** is a minimum of two spaces per residential unit. The application indicates the correct number of parking stalls for the building types. The parking standards do not differentiate between short-term and long-term residential use.
 - iii) **Traffic Circulation:** Access to the lot is via Meadow Lake Boulevard which is a collector street in Columbia Falls. The TIS supplied with the application set shows 239 average daily trips at full occupancy. The TIS indicated there are no letter grade reductions in the level of service (LOS) with the buildout of the project. The TIS is recommending roadside vegetation removal for 560-feet north of the new approach to increase site distance for the project. The is unchanged by the proposed amendment.
 - iv) **Open Space:** The applicant's proposal meets all front, side and rear yard setbacks as required by zoning. This is unchanged by the proposed amendment.
 - v) **Fencing/Screening:** The applicant proposes to leave native vegetation in the setback areas as buffers along with a six-foot wood fence on the north and

western property lines. These facts are unchanged with the proposed amendment

- vi) Landscaping: The applicant is providing an eight to ten-foot wide landscape buffer on the north and south property lines. On the west boundary they are proposing approximately 15 feet of landscape buffer. It appears that the front and back setbacks greatly exceed the minimum setbacks. Most of the site will be disturbed by the construction of this project and most of the trees will be removed. The applicant provides a conceptual landscaping plan showing that all disturbed areas not covered with building or asphalt will be relandscaped. A detailed landscape plan compliant with the small building standards ((18.441.070) will be provided to the City for review and approval prior to the issuance of a building permit. This element is unchanged with the proposed amendment.
 - vii) Signage: Signage will conform to existing Columbia Falls sign regulations for the CRA-1 zone. The applicants propose building mounted signage but no details as yet. The Sign Ordinance will limit the sign to 16 square feet per face maximum if an identification sign is requested.
- c. Availability of Public Services and Facilities. The following services and facilities are to be available and adequate to serve the needs of the use as designed and proposed:
- i. Schools: There were 14,753 students recorded with the Flathead County Superintendent of Schools Office including public, private and home schooled children at the beginning of the 2011 school year. The US Census Bureau 2020 counted 46,963 housing units in Flathead County – 14,753 students / 46,963 housing units = 0.31 students per unit), the 36 new units would generate eleven students to the school system. The additional students should not negatively impact the School District. School children will attend Ruder Elementary, Columbia Falls Middle School and Columbia Falls High School. School District #6 provides school bus pick up and drop off and will work with the applicants on a school bus stop. As the proposed amendment only makes it optional for short term rentals, this amendment might have limited change to this criterion, however if all eighteen units opt for the short term rental there would be five to six fewer children going to the local school district.
 - ii. Parks and Recreation: The project is not close to any public parks with the closest being $\frac{3}{4}$ mile to the south at John Horine Park. During the public hearing for the zone change on this project in February 2021, the planning board discussed the lack of on-site amenities. To address the discussion, the applicants are proposed an on-site fenced playground amenity near the west side of the project and no show a walking trail around the development. This amenity is unchanged by the proposed amendment.
 - iii. Police: The Columbia Falls Police Department is responsible for the proposed development. The development may have a slight increase in

potential impact as it brings 36 more residential units to the City and these families will be living in close proximity to each other. The proposed amendment will not change the above statement.

iv. Fire Protection: The Columbia Falls Fire Department provides fire protection to this neighborhood. The Columbia Falls Building Inspector will review the development for all building and fire code requirements. Hydrants will be installed with the project and the number and locations will be reviewed and approved by the Columbia Falls Public Works Director and Fire Chief. Specifically, the Fire Chief would like to see the fire hydrant show near the middle of the project along Meadow Lake Blvd moved south to the driveway approach into the project. The proposed amendment will not change the above statement.

v. Water: City water service is available approximately 300 to the south along Meadow Lake Boulevard. The proposed amendment will not change the above statement.

vi. Sewer: All lots will be serviced by City Sewer. Sewer main is located in Meadow Lake Boulevard. The proposed amendment will not change the above statement.

vii. Solid Waste: The applicants show a refuse receptacle on the northeast corner of the parking lot. Impact to the Flathead County landfill should be minimal. The owner shall make arrangements with a private hauler to collect and remove solid waste from the site. The proposed amendment will not change the above statement.

- d. Immediate Neighborhood Impact. The proposal is similar in size and nature to the existing development such as the assisted living facility and the manufactured home park located to the south. The proposed apartments also buffer the industrial uses on the east side of Meadow Lake Boulevard from the single family uses located to the north and west of the property. The applicants are proposing to provide larger than required setbacks and native vegetative buffers on three sides of the project.

The proposed short-term usage impacts the immediate neighborhood because the frequency and high change-over of occupants in the building creates a transient nature which changes the character of the neighborhood.

The proposed amendment does change the duration of tenants in that the original CUP contemplated long term renters while the proposed amendment is geared to short term renters or at least the option to offer short term rentals on 18 of the 36 units. There is some concern in the public that short term renters are disruptive to neighborhoods however this has not proven to be the case with most of the short term rentals that have been approved in the City. That stated, it is somewhat of a

concern that one half of the development may be operated like a hotel and the other half with long term renters and how these two sides of the same coin would be managed. This area of Columbia Falls is not really tourist oriented and does not provide easy pedestrian movement to services or tourist related attractions unlike the Meadow Lake Resort to the north which caters to tourists.

- e. Typical negative impacts which extend beyond the proposed site include, but are not limited to:
 - i) Excessive Traffic Generation: The applicants provided a Traffic Impact Study (TIS) for the project which shows a trip generation of 239 vehicle trips per day and a traffic load increase of 5 to 10%. The TIS indicates no drop in Level of Service grade at any of the intersection and less than a one second delay per vehicle at said intersections. The TIS has a recommendation for sight distance clearing to the north to meet standards. As with the Garnier Heights Subdivision TIS, the Meadow Lake Apartments TIS identified some turning movement issues with the intersection of Highway 2 and Meadow Lake Blvd. The Board has requested that the City make these concerns know to the MDOT as they work through the City's new Comprehensive Transportation Plan.
 - ii) Noise or Vibration: There will be noise and activity associated with the normal construction process. Once completed, further activity will be residential in use with all traffic, garbage, light and noise consistent with that use.
 - iii) Dust, Glare, Or Heat: No change to existing conditions is anticipated.
 - iv) Smoke, Fumes, Gas, and Or Odors: No change to existing conditions is anticipated.
 - v) Inappropriate Hours of Operation: None proposed.
 - vi) Signage: 18.438.010 Permitted Signs in Zoning Districts allows the applicant to have signs that comply and do not to exceed the standards of section 18.438.080(3).

These impacts are unchanged by the proposed amendment for short term rental other than there may be slightly less traffic with the short term rental option.

APPLICABLE REGULATIONS

The following sections of the Columbia Falls Zoning Regulations are applicable to this proposal:

Chapter 18.210 Conditional Use Permits

Chapter 18.332 CRA-1 Residential Apartment

Chapter 18.504.030 Parking facilities

Chapter 18.438 Signs

Chapter 18.441 Small Buildings (less than 10,000 square feet)

SUMMARY

If approved, the requested CUP will allow short term rental options for the 18 units of the north building. Other than a slight decrease in traffic, the impacts of the project are unchanged with the development. The only negative impact may be with “neighborhood impact” and the fact that much of the neighborhood is used for long term occupancy and not really tourist oriented.

RECOMMENDATIONS

In accordance with 18.210.100 the Columbia Falls Planning Board and City Council must make a finding of fact for the items enumerated in the “evaluation based on criteria.”

The impacts of the request are neutral and the only real impacts are considered in the neighborhood character. As a result, staff does not have a recommendation for or against the proposed application. However, should you recommend approval of the Amendment to allow the north building to have short term rentals, the following conditions should be required for each unit that opts to offer short term rental:

1. Only the 18 units in the north building are eligible for short term rental. The owner of each individual unit must submit an application for an Administrative Conditional Use Permit.
2. The property owner shall provide the name of a local contact person that shall be responsible for handling any problems that arise with the property.
3. Each unit for rent shall provide a minimum of two off-street parking spaces.
4. Each unit will provide a sign-off of the Fire Marshall from the Columbia Falls Fire District that indicates the dwelling has smoke detectors and egress windows for each bedroom.
5. Each unit shall provide a State of Montana Public Accommodation License for a Tourist Home. This License is administered by the Flathead City-County Health Department and is subject to annual inspections.
6. There will be no signage advertising the nightly rental of properties within the Suburban Agricultural or Residential zoning districts.
7. Provide proof of a Columbia Falls City Business License. (Note: All Vacation Rental units are subject to and the owners responsible for collecting the State’s Bed Tax and the City Resort Tax).
8. An inspection of the unit by the Zoning Administrator or his/her designee shall ensure that the dwelling in question conforms to the land use provisions of the Columbia Falls Zoning Ordinance.
9. The property owner shall understand that a violation of any of these conditions as well as repeated complaints of disturbing the peace related to the property shall result in suspension and possible revocation of the Conditional Use Permit for that unit.
10. These terms shall be written into the Declaration of Unit of Ownership for the North Building. A copy of which shall be provided to the City Manager prior to issuance of an occupancy permit.



Planning Department

130 6TH STREET WEST
ROOM A
COLUMBIA FALLS, MT 59912

PHONE (406) 892-4391

FAX (406) 892-4413

Item No.11.

APPLICATION FOR CONDITIONAL USE PERMIT

FILING FEE ATTACHED \$ 1650

PROPOSED USE (as approved 8/2021): The project consists of (2) new Multifamily buildings with (2) studio, (2) 1 bedroom, (8) 2 bedroom and (6) three bedroom residential units per building available for rent at market rates. The buildings will be (2) stories each with (3) separate entrances divided between the units. The buildings will be broken up in varied massing, materials and roof forms. The units will each have an exterior patio or deck space and at least (1) ADA unit per building. Each unit will have (2) associated parking spaces. The site is apx. 2.25 acres and slopes from North to South and is heavily wooded. We will be providing new access directly across from Best Way and enter the site from the SE corner to a looped parking lot between the buildings which will run East/West to work best with grade. The buildings will be set back off the edges of the site to provide as much of a landscape buffer as possible between the adjacent lots. Much of the interior of the site will be graded and leveled as required. Garbage and utilities will be provided onsite. Sewer and Water will be extended up Meadow Lake Blvd to the site.

ADDITION TO PROPOSED USE: Request zone change to allow for nightly/weekly rentals of the units. Given current market conditions and cost to build unfortunately it is not financially feasible to build at current cost levels and maintain both 18 Unit buildings as long-term rentals with affordable market rents. In an effort to mitigate the dramatic increase in cost, Owner is proposing allowing nightly/weekly rentals of the units with the goal of capturing the additional value associated with such zoning. Owner intends to sell on the open market a minimum of 9-18 units in the North building as Condo's and maintain the additional 18 unit building as a long-term multi-family apartment building. The benefits of this change to allowing nightly/weekly zoning include:

- Project can move forward
- Home Ownership Opportunity
- Ability to house more tourists which support our local businesses and employment base. Goal is for 18 of the units to be individually deeded condo's and foresee both primary and second home ownership. Second Homeowners often mitigate the cost of 2nd

home homeownership by offsetting the costs with renting their unit as a vacation rental when they are not occupying.

- Decrease in overall vehicle traffic due to some of the units being vacation rentals.
- By utilizing sales proceeds from the sale of nightly/weekly zoned units in North building towards the cost of the South Building, owner will have the ability to hold a minimum of 18 units as long-term rentals thus contributing to local rental demand.

(Describe in detail, indicate if continued to attached pages)

OWNER(S) OF RECORD:

Name: Toby Gilchrist glaciergegatewayproperties@gmail.com

Mailing Address: PO Box 1059

City/State/Zip: Whitefish, MT 59937

Phone: 406-471-4978

PERSON(S) AUTHORIZED TO REPRESENT THE OWNER(S) AND TO WHOM ALL CORRESPONDENCE IS TO BE SENT:

NAME OF APPLICANT: Toby Gilchrist

MAIL ADDRESS: PO Box 1059

CITY/STATE/ZIP: Whitefish, MT 59937

PHONE: 406-471-4978

INTEREST IN PROPERTY: Developer

LEGAL DESCRIPTION OF PROPERTY (Refer to Property Records):

Address of the property: 302 Meadow Lake Blvd,

Columbia Falls, MT 59912

Legal Description: (Subdivision Name, Lot & Block and/or Tract Number

(Section, Township, Range) GREENBRIAR, S12, T28 N, R22 W, Lot 21,

S07, T30 N, R20 W, 16142-1, PARCEL N/A, TR 2BDAAE IN NE4SW4

18.210.090 Burden of proof.

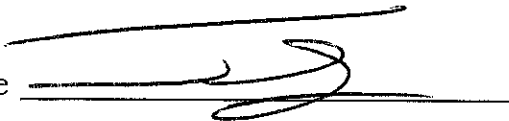
The burden of proof for satisfying the aforementioned criteria shall rest with the applicant and not the planning board. The granting of a conditional use permit rests in the discretion of the city council as to whether or not the proposal conforms to the criteria and requirements set forth in Chapter 18.210.080

The Applicant is responsible for providing sufficiently complete information (see 18.210.090). Attached is the *Required Criteria for Conditional Use Application* the Planning Board and Council must use to create a "Finding of Fact" in making a decision. Please review the Criteria carefully before providing the following information and documents.

1. Zoning District and Zoning Classification in which use is proposed:
Existing: CR5, Proposed with associated Zone Change: CRA-1
2. Attach a plan of the affected lot which identifies the following items:
 - a. Surrounding land uses.
 - b. Dimensions and shape of lot.
 - c. Topographic features of lot.
 - d. Size(s) and location(s) of existing buildings.
 - e. Size(s) and location(s) of proposed buildings.
 - f. Existing use(s) of structures and open areas.
 - g. Proposed use(s) of structures and open areas.
 - h. Existing & proposed landscaping and fences.
3. On a separate sheet of paper, discuss the following topics relative to the proposed use:
 - a. Traffic flow and control.
 - b. Access to and circulation within the property.
 - c. Off-street parking and loading.
 - d. Refuse and service areas.
 - e. Utilities.
 - f. Screening and buffering.
 - g. Signs, yards and other open spaces.
 - h. Height, bulk and location of structures.
 - i. Location of proposed open space uses.
 - j. Hours and manner of operation.
 - k. Noise, light, dust, odors, fumes and vibration.
 - l. If the application is for a home occupation conditional use permit provide the following information:
 1. Number of employees that will work on the premises.
 2. Number of employees that are not family members residing at the premises.
 3. Estimated number and frequency of clients/patrons that will visit the on-site business.
 4. How much area will be used for the business. Compared to the area used for residential purposes.
4. Attach supplemental information for proposed uses that have additional requirements.

I hereby certify under penalty of perjury and the laws of the State of Montana that the information submitted herein, on all other submitted forms, documents, plans or any other information submitted as a part of this application, to be true, complete, and accurate to the best of my knowledge. Should any information or representation submitted in connection with this application be incorrect or untrue, I understand that any approval based thereon may be rescinded, and other appropriate action taken. The signing of this application signifies approval for the planning staff to be present on the property for routine monitoring and inspection during the approval and development process.

Applicant Signature



Date

2/28/22

Item No.11.

Required Criteria for Conditional Use Application

18.210.080 Criteria required for consideration of a conditional use permit.

A conditional use permit may be granted only if the proposal, as submitted, conforms to all of the following general conditional use permit criteria, as well as to all other applicable criteria that may be requested.

- A. Site Suitability. That the site is suitable for the use. This includes:
 - 1. Adequate usable space,
 - 2. Adequate access, and
 - 3. Absence of environmental constraints.
- B. Appropriateness of Design. The site plan for the proposed use will provide the most convenient and functional use of the lot. Consideration of design should include:
 - 1. Parking scheme,
 - 2. Traffic circulation,
 - 3. Open space,
 - 4. Fencing/screening,
 - 5. Landscaping, and
 - 6. Signage.
- C. Availability of Public Services and Facilities. The following services and facilities are to be available and adequate to serve the needs of the use as designed and proposed:
 - 1. Sewer,
 - 2. Water,
 - 3. Storm water drainage,
 - 4. Fire protection,
 - 5. Police protection, and
 - 6. Streets.
- D. Use will not be detrimental to abutting properties in particular and the neighborhood in general. Typical negative impacts which extend beyond the proposed site include, but are not limited to:
 - 1. Excessive traffic generation,
 - 2. Noise or vibration,
 - 3. Dust, glare, or heat,
 - 4. Smoke, fumes, gas, or odors, and
 - 5. Inappropriate hours of operation
 - 6. Economic impacts if the building is a large building with a minimum floor area of 60,000 square feet.

On a separate sheet of paper, discuss the following topics relative to the proposed use:

Traffic flow and control, Access to the circulation within the property, Off-street parking and loading

Traffic Flow and Control:

Traffic is accessed off of Meadow Lake Blvd which is a secondary artery connector to Hwy 2, which is about 1,500 feet away from the site. Traffic volume generated by the development will be minimized due to the nature of the small-scale multi-family development. A Traffic Impact Study (TIS) was performed as a part of this project and the report of that study is included within this application. The overall analysis outlines that Meadow Lake Blvd can handle the proposed development with a few recommendations related to this project and further assessment of the intersection of Hwy 2 that the City could review per their choosing. The development is anticipated to generate 239 daily vehicle trips per day. The site will have a single approach with a stop sign to control traffic from the site before entering onto Meadow Lake Boulevard. The approach will be positioned directly across from Best Way to maintain adequate geometry at this intersection and will follow recommendations within the TIS for sight distance and traffic control to accommodate vehicle movements to and from the project.

Pedestrian traffic will be limited to pathways on the frontage and interior of the site. The project is not located adjacent to any pathways that can be immediately connected. It is understood that the City is currently underway with planning efforts for pedestrian pathways in various locations throughout the City. Pedestrian paths along Meadow Lake Blvd are believed to be included within the future pedestrian travel plan. Pedestrian traffic to and from the development is not anticipated or encouraged until City pedestrian paths are able to be extended to the property. At that time, we would participate with the City to connect our site to the pedestrian way as needed including possible crosswalks if needed. To help with the limited pedestrian access to the site we have added some internal pedestrian paths and playground areas if people don't want to use their vehicle to leave the site.

We have also reviewed the project with the school system and the elementary students would be attending Ruder Elementary School which is at a distance that we would not anticipate many kids walking to school. The school district outlined that a school bus drop off and pickup would be available for all students of the district at the site if requested.

Access to and circulation within the property:

Vehicular access to the project will be provided by a new single approach on the west side of Meadow Lake Blvd. Recommendations from the TIS include clearing vegetation north of the approach to achieve a 560-foot intersection sight distance. Some of this site line clearing sits on the adjoining property and if this sight distance cannot be achieved, alternate traffic control options would be explored with the City and County including a 4-way stop, additional speed posting devices or a speed limit reduction. We would assist with these efforts with the City and County to help develop a safe vehicular experience. The recommendations of the TIS will be followed in the design of the approach to ensure to facilitate 2-way traffic in and out of the site.

Internally, the parking lot contains a looped driving lane to provide two-way traffic and adequate access to parking stalls. Internal driving lanes will be 24 feet in width and the looped configuration will aid in circulation within the site to reduce vehicle maneuvering.

A concrete sidewalk will be extended along the frontage of the property to allow for future connection by adjacent properties. To help offset limited pedestrian access from the site, we have included a walking path around the perimeter of the site that also connects to the planned sidewalks for the residents.

Off-street parking and loading:

Parking will be provided for residents and visitors in front of all units with a total of 72 parking spaces. Of these 72 spaces, 3 handicap accessible spaces will also be provided to meet ADA requirements. This meets the City requirements and is in excess of new parking unit standards often seen in other municipalities.

Refuse and service areas.

The project is within the service area of Evergreen Disposal for refuse collection. The development is anticipated to be served by two front-loading garbage bins which will be located on a concrete pad with a fenced enclosure near the northeast corner of the site.

Utilities

A 10" water main is located along the east side of Meadow Lake Blvd approximately 300 feet south of the site and will be extended to the north edge of the site as part of this project. This extension will include adequate fire hydrant spacing and will be coordinated with the Public Works Department to address any specific requirements for construction and sizing of the main. Connections to this water main will consist of individual domestic and fire services for each building.

Sewer service will be provided via an existing 6" pvc pressurized sewer main within Meadow Lake Blvd. Therefore, no extension of sewer mains should be required. Each building will be served by pressurized sewer services that will connect to the existing main.

Stormwater will be addressed for volume and flow control as well as water quality treatment. Stormwater facilities within the development are anticipated to include catch basins and associated piping to collect and convey flows to a central stormwater management facility to provide storage and treatment of runoff. Controlled flows will be discharged from the site into an existing drainage ditch adjacent to Meadow Lake Boulevard, in the same manner that flows have historically discharged from the undeveloped property.

Screening and buffering.

The buildings and parking will be located towards the center of the site and the site is heavily wooded. This will allow for the setbacks with the existing trees to be used as a buffer. The buildings are also set back by about 10' to 15' from the setbacks, this area will be cleared during construction for access to the buildings but will also be landscaped to provide a buffer between the surrounding properties and the buildings. A new 6' high wood fence is being proposed on the North and West sides of the site per the request of the neighbors to help provide additional buffers and screening. The parking is also located as much as possible between the buildings and to the East to help screen vehicles from the neighbors.

Signs, yards and other open spaces

There will not be any signs other than building mounted signs with the buildings name and numbers. This will adhere to all sign regulations. Grassed yard areas will be located around the buildings and between the buildings and the parking areas. This will be used as common yard areas and as a buffer between the parking and the buildings. A tot lot (fenced play area for younger children with modern playground equipment) will be located on the site for residents. Each unit either has a private deck or patio area that extends into the yard area. The yard areas will transition to the natural landscape in the setbacks where the natural vegetation can be saved. A perimeter walking path that connects to the development's sidewalks providing an internal walking element will be developed as part of this project. The buildings are orientated so they and the parking can best work with the grade of the site but much of the center of the site will be cleared and graded to allow for the everything to work.

Height, bulk and location of structures.

Each building consists of (2) studio units, (2) 1 bedroom units, (8) 2 bedroom units and (6) 3 bedroom units totaling 18 units. The square footage totals 8,589 sf plus decks and patio spaces. The buildings are broken up into several different masses and shapes with changes in rooflines, materials and accent pieces such as decks and patios. The buildings have (3) separate entrances separating the units into various access groups. The buildings are (2) stories in height with a maximum building height of 26'-0".

Location of proposed open space uses.

The buildings have internal views and orientations in all directions and as such located as much to the center of the lot to provide a buffer with the setbacks from the neighboring properties and central parking. The open spaces/yards located in those areas are common spaces to be used for the residents. Each unit has a private patio/deck area that will flow into the common yard spaces that transition into the more natural areas in the setbacks. Since the buildings are orientated in all directions, the exterior spaces other than the decks and patios will feel common in nature. The tot lot will be towards the West side of the site South of the North building in the center of the property. The walking path will wrap around the perimeter of the site within the proposed fence line.

Hours and manner of operation.

These are residential units and will be accessed at all times per typical residential uses. Quiet hours for vacation rental units will be strictly enforced.

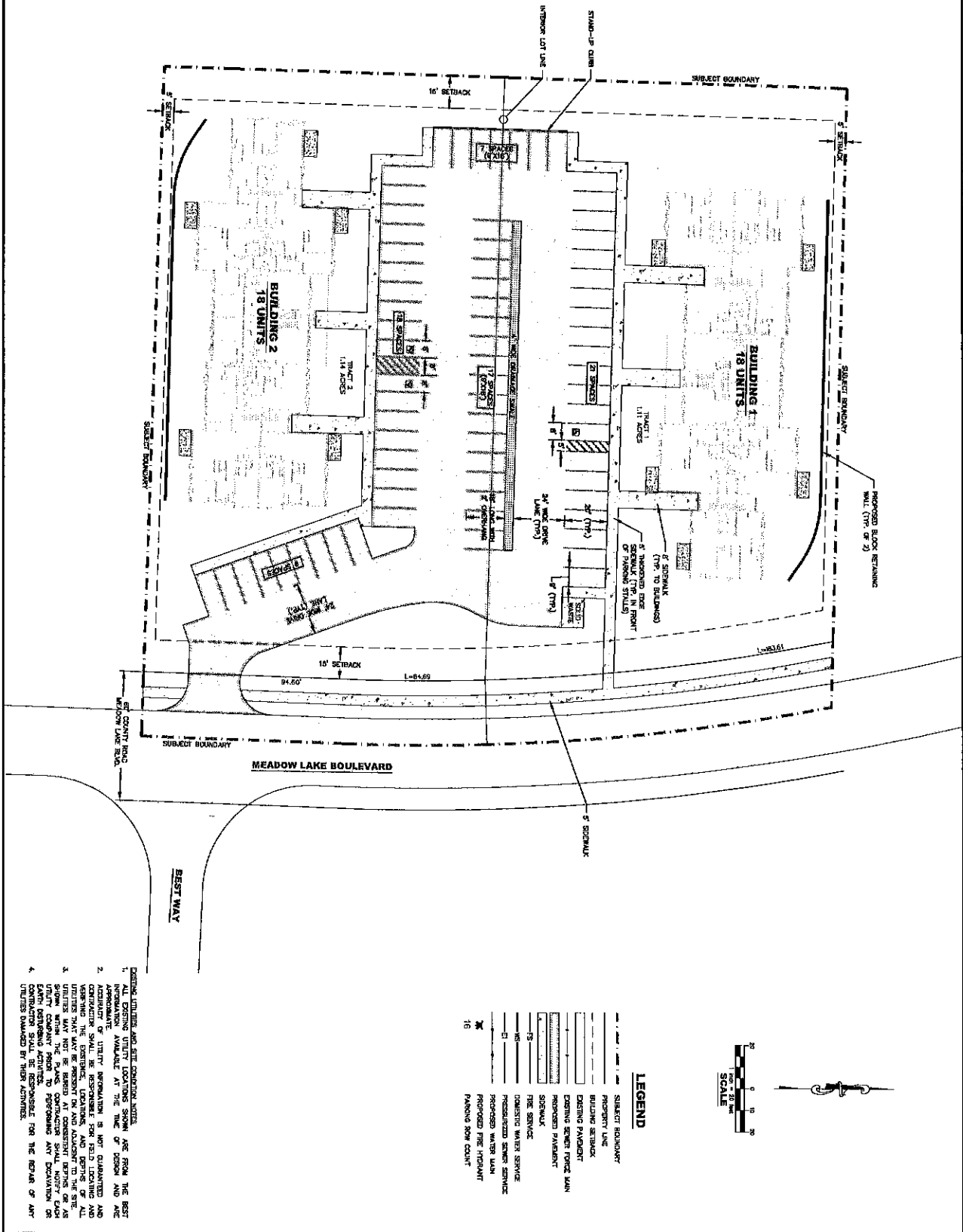
Noise, light, dust, odors, fumes and vibration.

It is anticipated there would be typical residential Noises from the site but there are not anticipated to be any adverse Noise issues.

There will be parking lot Lighting on the site between the buildings and also individual lights off each of the units for the patio spaces as well as lighting into the common entrances off the buildings. All the lighting will be night sky compliant fixtures and meet the Cities lighting standards.

No odors, fumes or vibrations are anticipated on the site other than typical residential uses.

Quiet hours will be strictly enforced and implemented through newly created Association and property managers.

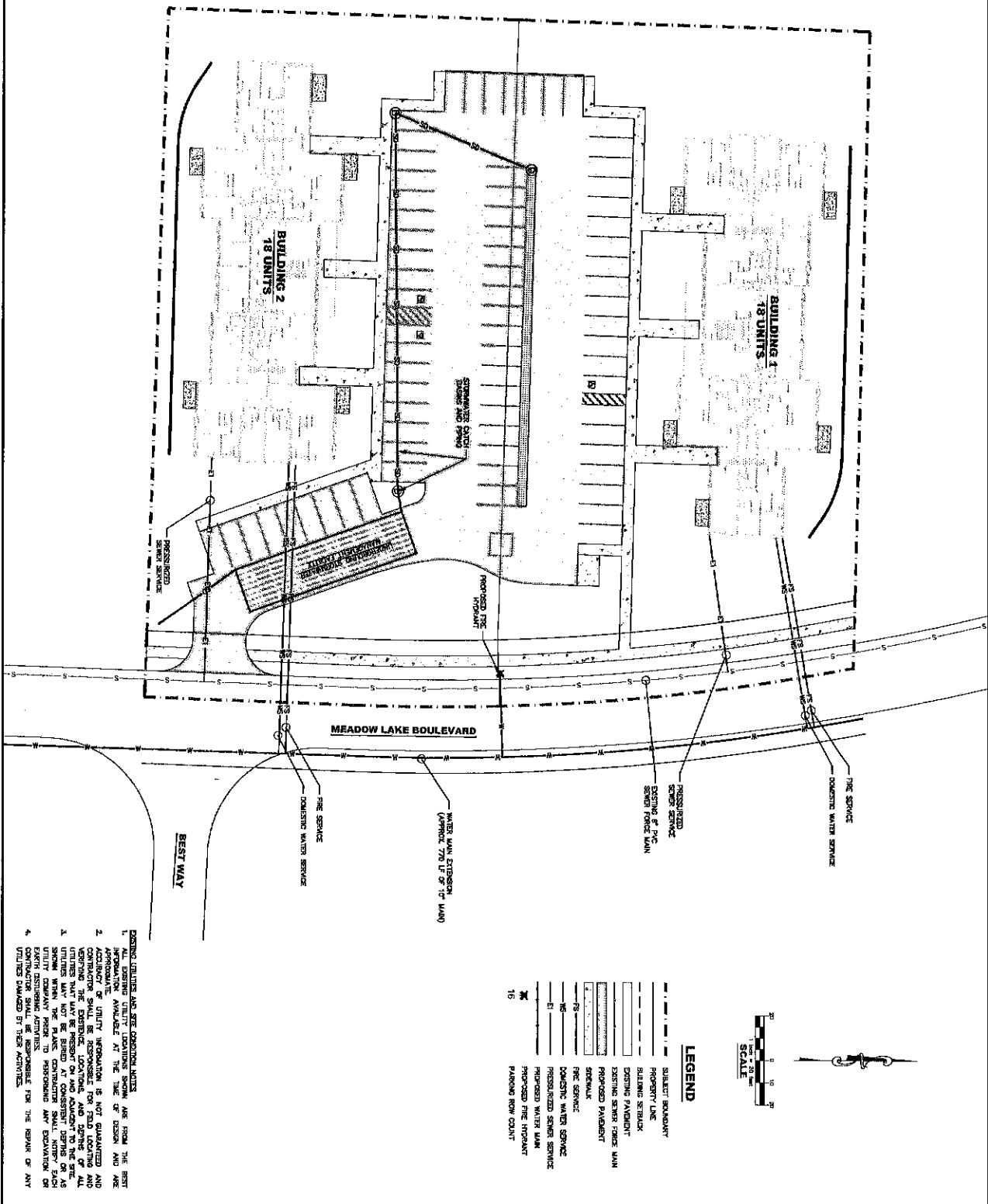


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6	6	12/28/2020
7	7	12/28/2020
8	8	12/28/2020
9	9	12/28/2020
10	10	12/28/2020

SITE LAYOUT **MEADOW LAKE BOULEVARD APARTMENTS** **COLUMBIA FALLS, MONTANA**

PRELIMINARY
NOT FOR
CONSTRUCTION





UTILITY LAYOUT
MEADOW LAKE BOULEVARD APARTMENTS
COLUMBIA FALLS, MONTANA

PRELIMINARY
NOT FOR
CONSTRUCTION



- 363 -

NO.	REV.	DATE
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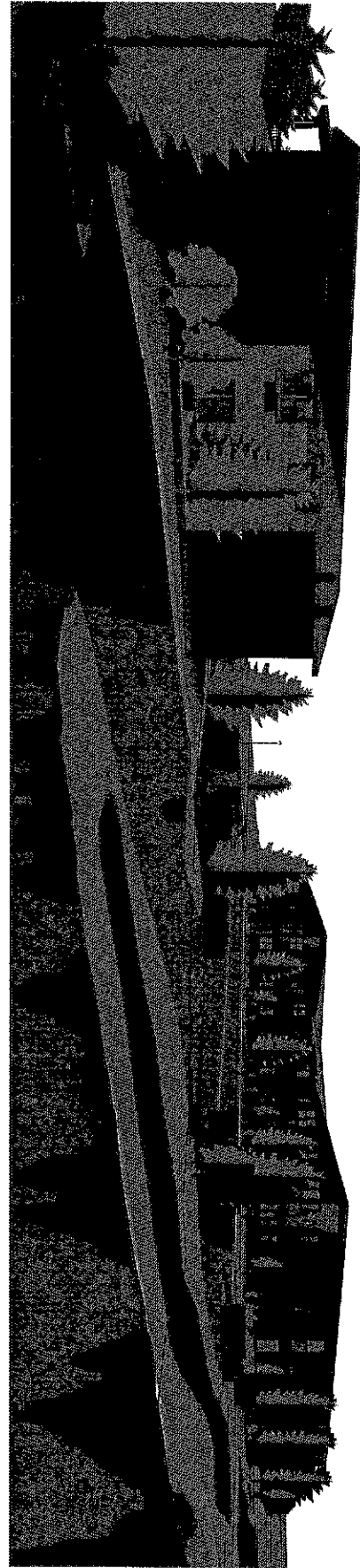
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PROJECT NO.	10201
ISSUED BY	APPROV
DESIGN BY	RECHECK
CHECKED BY	APPROV

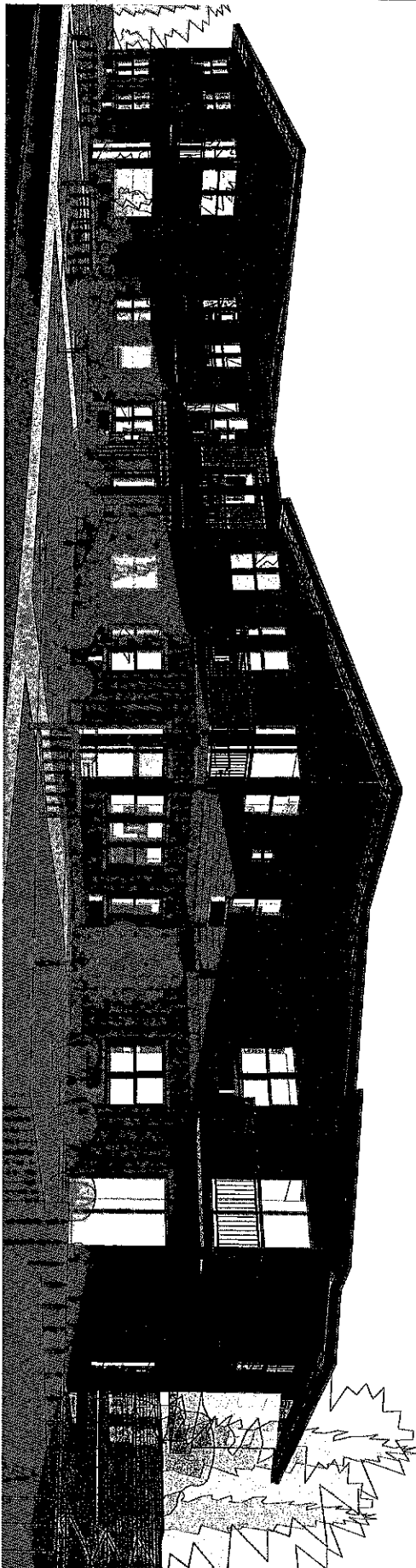
DECEMBER 29, 2022

SHEET

2 of 2



1 FROM MEADOW LAKE BLVD



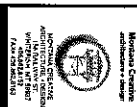
2 NORTH BUILDING

PERSPECTIVES

CONCEPT PLANS 1/4/2021

SITE PLANS
MEADOW LAKE BLVD APARTMENTS
MEADOW LAKE BLVD
COLUMBIA FALLS, MT

CUP 6



Project Number	20-67
Date	1/4/2021
Drawn By	J. Wallace
Checked By	AW
Revision	1
Revision Description	DATE

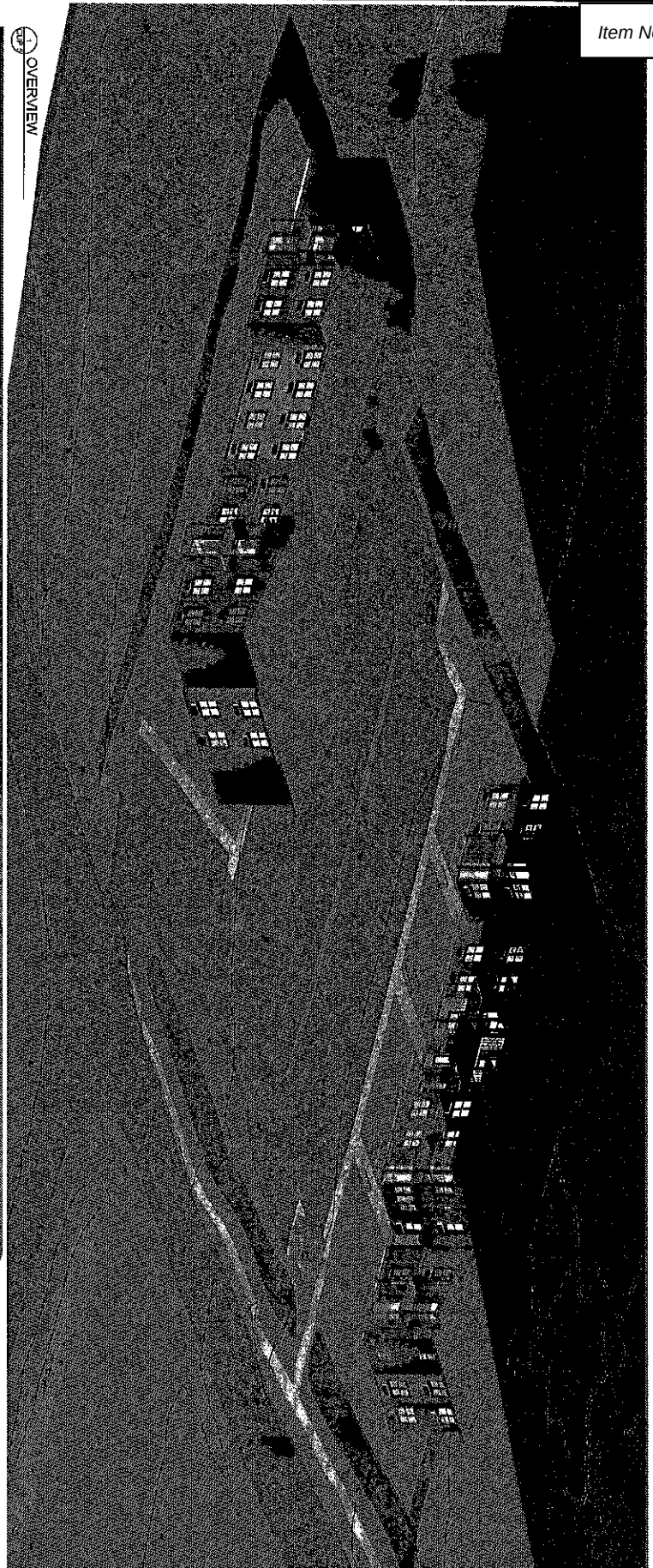
20-67
Reg. No. 9512 Exp. 01
KASSO & WALLACE

OVERVIEW 2



OVERVIEWS

OVERVIEW



CONCEPT PLANS 1/4/2021

SITE PLANS

MEADOW LAKE BLVD APARTMENTS
MEADOW LAKE BLVD
COLUMBIA FALLS, MT

CUP 5



Matthew C. O'Connell
Architect & Designer
STATE OF MONTANA
No. 10000
Exp. 12/31/2021

Project Name	2021
Client	MEADOW LAKE BLVD APARTMENTS
Designed By	ARCHITECTURE
Drawn By	ARCHITECT
Project Date	1/4/2021
Project Location	MEADOW LAKE BLVD APARTMENTS
Project Description	MEADOW LAKE BLVD APARTMENTS
Project Status	MEADOW LAKE BLVD APARTMENTS
Project Notes	MEADOW LAKE BLVD APARTMENTS
Project Contact	MEADOW LAKE BLVD APARTMENTS
Project Email	MEADOW LAKE BLVD APARTMENTS
Project Phone	MEADOW LAKE BLVD APARTMENTS
Project Fax	MEADOW LAKE BLVD APARTMENTS
Project Website	MEADOW LAKE BLVD APARTMENTS
Project Social Media	MEADOW LAKE BLVD APARTMENTS
Project Other	MEADOW LAKE BLVD APARTMENTS

20-67

Map No. 1012 Date: 10/1/2021
APPROVED VILLAGE



SITE PLANS
MEADOW LAKE BLVD APARTMENTS
MEADOW LAKE BLVD
COLUMBIA FALLS, MT



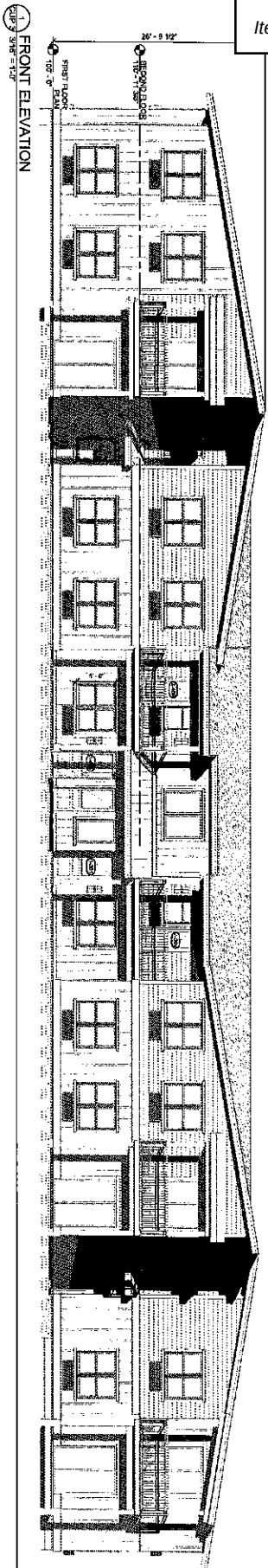
ARCHITECTURE • DESIGN
110 BALWAY ST.
WILTCHAM, MA 01890
408.624.1157
FAX 408.624.1151

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Project Number	25-67	
Date	5/24/67	
Drawn By	AMNBAW	
Checked By	AMN	
Headed Date		
REVISION SCHEDULE		
#1	REVISION	DATE
1	Revision 1	Date 7

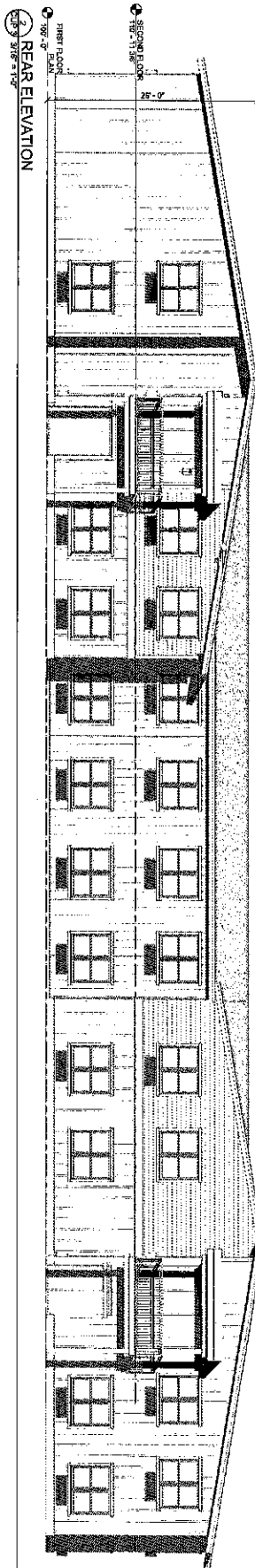
I hereby certify that the plan, spec, fee/fee in
reprint was prepared by me or under my direct
supervision and that I am duly registered
architect under the laws of the State of
Arkansas, practicing with John, Mark & Co.,
20-67 - 36

Rep. No. 2012 Date: 06/01/2012

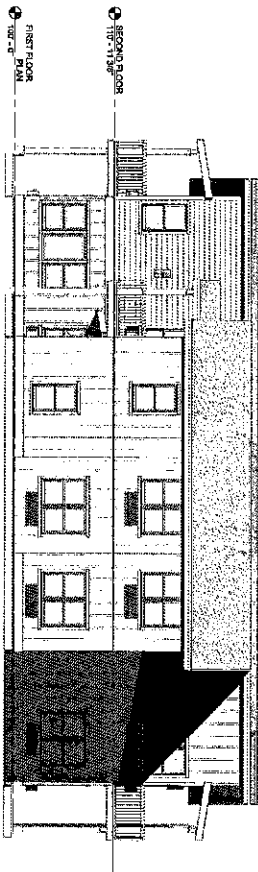
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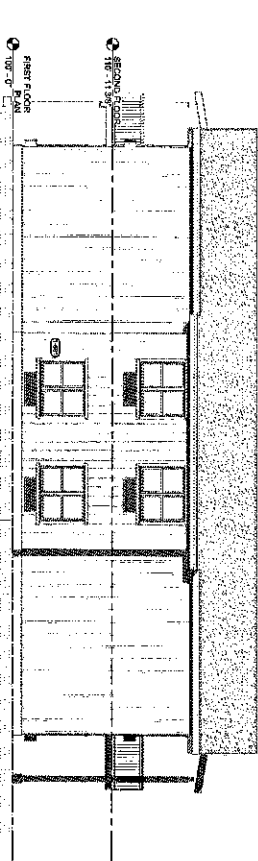
CONCEPT PLANS 1/4/2021



REAR ELEVATION



3 SIDE ELEVATION
24' 3" x 24' 3" = 1.0"



4 SIDE ELEVATION 2
2019 3/17/16 1:00

ELEVATIONS

BUILDING 1
MEADOW LAKE BLVD APARTMENTS
MEADOW LAKE BLVD
COLUMBIA FALLS, MT

CUP 3



Montana Creative
Architecture + Design
156 BALDWIN ST.
WHEATRIE, MT 59037
404.822.8792
PAX: 404.822.8131

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NATIONAL ARCHIVES ACT, 1934.

Barb Staaland

From: RJTeal <rjteal@aol.com>
Sent: Friday, April 1, 2022 8:19 AM
To: staalandb@cityofcolumbiafalls.com
Subject: Gilchrist Apartments - No Short Term Rentals

I live less than a mile north of the Gilchrist Apartments Project on Meadow Lake Boulevard. I am in favor of the original long term lease plan. However, I am totally opposed to the amendment request to make half the units short term rental.

We need more long term rental property. The many towns in Colorado that have allowed long term rentals become short term rentals are examples of what is happening here. Regular working people are being squeezed out. Columbia Falls should NOT follow of the path of a place like Crested Butte. That type of unwanted change happens over time, project by project, housing unit by housing unit. This project, approved for something we need, now requesting a change we don't want, is a perfect example of how this happens.

Please DO NOT APPROVE this request for short term rentals.

Sincerely,
Roy Teal
227 Gleneagles Trail
Columbia Falls, MT

"Everyone needs to believe in something. I believe I'll go canoeing."
- Henry David Thoreau

Barb Staaland

From: Mike Huffman <huffmanm5377@msn.com>
Sent: Wednesday, April 6, 2022 11:31 AM
To: staalandb@cityofcolumbiafalls.com
Subject: Re: 4/12 Public Hearing on 540 Nucleus & 302 Meadow Lake

Hello Barbara,

The following are my comments for the Planning Board's hearing on 4/12.

Regarding 540 Nucleus:

I'm opposed to allowing the requested 40' height exception on the South lot.

The physical presence of the project looming over Nucleus Ave leaves me with the feeling that it was a mistake to approve it in the first place. It should have only been approved with more aggressive height restrictions.

What portion of the project will be long term vs. short term rentals? In either case, if only tourists & investors can afford them, it further displaces our working & middle class and exacerbates a growing housing/affordability crisis.

Has the Ruis project team presented a detailed parking plan that shows how this added volume will be accommodated without spilling over to the surrounding area? What about the additional pedestrian traffic? It seems likely this is going to result in more accidents as traffic on Nucleus increases.

Regarding the proposed 302 Meadow Lake project:

I'm opposed to half of this project being turned into short term rentals.

Again, this drives up prices and in turn removes affordable housing options for those who live and work here.

Does the applicant plan to own & manage this complex, or is he simply going to sell individual units to the highest bidder?

General comments:

Our town, and the Valley, has an availability/affordability problem that is being directly impacted by short term rentals.

In addition to licensed STRs, there are literally hundreds of others operating all over the County, unlicensed and unregulated.

Property rights are important, but when the quest for profit has a negative impact on a local community, something needs to be done.

Local healthcare workers, teachers, 1st responders, and service workers have to live in trailers or with family/friends because there's nothing affordable to rent or buy.

Renters are being displaced because landlords decided to sell for a huge profit or convert to short term.

A major employer can't hire workers on \$60-150K salaries because there's no affordable homesk

When an area goes from being somewhat affordable to absolutely ridiculous inside of 2yrs, it's a big problemk

With most builders booking into 2024 now, we're not building our way out of this6 A lot can happen between now and then with the markets and economy6

For better or worse, the Valley is an amenities economy and has become a destination - please don't forget about the working & middle class who are the ones behind the scenes making it all possible.

I strongly suggest a moratorium on short term rentals, to be reviewed annually until balance is restored. Stricter licensing & regulation needs to happen. A determination can then be made as to how many STRs can be added in any subsequent year, with preference given to local applicants.

For all of these reasons, I encourage the Board to say NO to both proposals.

Respectfully submitted,

Mike Huffman
519 Nucleus Ave

Planning Department

Item No.11.



130 6TH STREET WEST
ROOM A
COLUMBIA FALLS, MT 59912

PHONE (406) 892-4391

FAX (406) 892-4413

March 21, 2022

Re: Public hearing notice for a CUP Amendment for property at 302 Meadow Lake Blvd.

Dear Adjacent Property Owner:

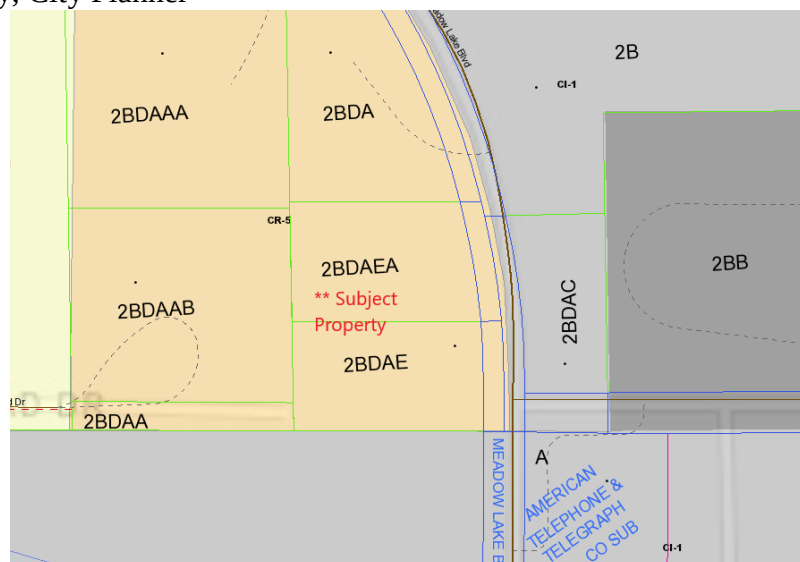
Our records indicate that you are the owner of property within 150-feet of the proposed project.

As the Planning Staff for the Columbia Falls Planning Jurisdiction, I am writing to provide you with notice of public hearings for a Conditional Use Permit (CUP) Amendment. The CUP was approved last summer for 36 apartment units. All units were designated as long-term occupancy (30-days or more). The applicant is requesting to amend the approval to allow the north building with 18-units to be sold as condominium units and could be offered as short-term rentals (Less than 30-day). The amendment would not change anything else in the approval.

If you have questions or comments concerning this matter, please call, visit or write me at City Hall. For written comment to be included in the Planning Board packet, it needs to be submitted to the City Clerk, 130 6th Street West, Columbia Falls, MT 59912 no later than Thursday April 7, 2022 or by email: staalandb@cityofcolumbiafalls.com. Written or emailed comments may be provided up to 5:00 pm on the day of the hearing; it will just be emailed and/or passed out at the hearing.

Sincerely,

Eric H. Mulcahy, City Planner



NOTICE OF PUBLIC HEARINGS

The Columbia Falls City-County Planning Board will hold a public hearing for the following item at their regular meeting on Tuesday, April 12, 2022 at 6:30 p.m. at the Council Chambers of City Hall, 130 6th Street West, Columbia Falls, Montana. The Columbia Falls City Council will hold a subsequent hearing on Monday May 2, 2022 starting at 7:00 p.m. in the same location.

Request to Amend a Planned Unit Development in the Columbia Falls Zoning Jurisdiction:

Ruis Holdings 540 Nucleus Ave LLC is requesting an Amendment to their Planned Unit Development overlay for the property located at 540 Nucleus Avenue which was the former Bank of Columbia Falls site. The owner is amending the design of the south building to allow a height of 40-feet to the top of parapet and also allow a casino in the proposed restaurant on the main floor. Otherwise, the building meets all use and dimensional requirements. The property is described as Lots 11-15 and also all that portion of the east half of the vacated alleyway lying adjacent to the west boundary line of said Lots 11-15 inclusive of Block 37 and Lot 10A of the Amended Plat of Lots 1-3 & Lots 6-10 of Block 37 according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Request for an Amendment to Conditional Use Permit to Construct 36 Apartment Units in the Columbia Falls Zoning Jurisdiction:

The applicant, Toby Gilchrist, is requesting an amendment to an approved Conditional Use Permit that allows the construction of 36 apartment units in two buildings, eighteen units in each building. The proposed amendment would allow the north building to allow owners of the units to offer short term rentals of the units. The south building would remain exclusively long-term rental (30-days or more). None of the other elements of the project change with the request of this amendment and this amendment only deals with the length of stay for the north building. The property is located approximately ¼ mile north of Highway 2 at 302 Meadow Lake Blvd. The property is described as Assessors' Tracts 2BDEA and 2BDAEA of Section 7, Township 30 North, Range 20 West, P.M.M., Flathead County.

Interested persons are allowed to attend the hearing(s) in person or via ZOOM. Persons are encouraged to submit written comments prior to the meeting. Written comments carry the same weight as public testimony given during the hearing. Written comments may be sent to Columbia Falls City Hall, Attention: Barb Staaland, City Clerk, 130 6th Street West, Room A, Columbia Falls, MT 59912 or via email: staalandb@cityofcolumbiafalls.com. For more information on the amended Planned Unit Development or Conditional Use Permit, please call Eric Mulcahy, Columbia Falls City Planner at 755-6481. To obtain the ZOOM meeting registration, contact City Clerk Barb Staaland via email or by calling (406) 892-4391 no later than 6:00 p.m. the day of the meeting.

CITY OF COLUMBIA FALLS
NOTICE OF PUBLIC HEAR-
INGS

The Columbia Falls City-County Planning Board will hold a public hearing for the following item at their regular meeting on Tuesday, April 12, 2022 at 6:30 p.m. at the Council Chambers of City Hall, 130 6th Street West, Columbia Falls, Montana. The Columbia Falls City Council will hold a subsequent hearing on Monday May 2, 2022 starting at 7:00 p.m. in the same location.

Request to Amend a Planned Unit Development in the Columbia Falls Zoning Jurisdiction:

Ruls Holdings 540 Nucleus Ave LLC is requesting an Amendment to their Planned Unit Development overlay for the property located at 540 Nucleus Avenue which was the former Bank of Columbia Falls site. The owner is amending the design of the south building to allow a height of 40 feet to the top of parapet and also allow a casino in the

proposed restaurant on the main floor. Otherwise, the building meets all use and dimensional requirements. The property is described as Lots 11-15 and also all that portion of the east half of the vacated alleyway lying adjacent to the west boundary line of said Lots 11-15 inclusive of Block 37 and Lot 10A of the Amended Plat of Lots 1-3 & Lots 6-10 of Block 37 according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Request for an Amendment to Conditional Use Permit to Construct 36 Apartment Units in the Columbia Falls Zoning Jurisdiction.

The applicant, Toby Gilchrist, is requesting an amendment to an approved Conditional Use Permit that allows the construction of 36 apartment units in two buildings, eighteen units in each building. The proposed amendment would allow the north building to allow owners of the units to offer short term rentals of the units. The south building would remain exclusively long term rental (30 days or more). None of the other elements of the project change with the request of this amendment and this amendment only deals with the length of stay for the north building. The property is located approximately 1/4 mile north of Highway 2 at 302 Meadow Lake Blvd. The property is described as Assessors Tracts 2BDEA and 2BDAEA of Section 7, Township 30 North, Range 20 West, P.M.M., Flathead County.

STATE OF MONTANA

FLATHEAD COUNTY

AFFIDAVIT OF PUBLICATION

MARY BOOTH BEING DULY

SWORN, DEPOSES AND SAYS: THAT SHE IS THE LEGAL CLERK OF THE **DAILY INTER LAKE** A DAILY NEWSPAPER OF GENERAL CIRCULATION, PRINTED AND PUBLISHED IN THE CITY OF KALISPELL, IN THE COUNTY OF FLATHEAD, STATE OF MONTANA, AND THAT NO. 28460

LEGAL ADVERTISMENT WAS PRINTED AND PUBLISHED IN THE REGULAR AND ENTIRE ISSUE OF SAID PAPER, AND IN EACH AND EVERY COPY THEREOF ON THE DATES OF MARCH 27, 2022

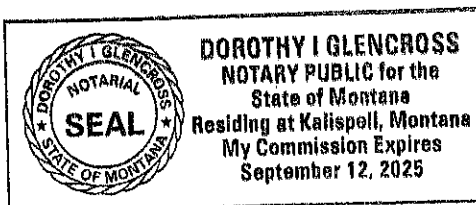
AND THE RATE CHARGED FOR THE ABOVE PRINTING DOES NOT EXCEED THE MINIMUM GOING RATE CHARGED TO ANY OTHER ADVERTISER FOR THE SAME PUBLICATION, SET IN THE SAME SIZE TYPE AND PUBLISHED FOR THE SAME NUMBER OF INSERTIONS.

Mary Booth

Subscribed and sworn to
Before me this, March 27, 2022

Dorothy I. Glencross
Dorothy I. Glencross

Notary Public for the State of Montana
Residing in Kalispell
My commission expires 9/12/2025



CITY OF COLUMBIA FALLS
NOTICE OF PUBLIC HEARINGS

Item No.12.

The Columbia Falls City-County Planning Board will hold a public hearing for the following item at their regular meeting on Tuesday, May 10, 2022 at 6:30 p.m. at the Council Chambers of City Hall, 130 6th Street West, Columbia Falls, Montana. The Columbia Falls City Council will hold a subsequent hearing on Monday June 6, 2022 starting at 7:00 p.m. in the same location.

Request A Conditional Use Permit to construct two six-plex apartments in the Columbia Falls Zoning Jurisdiction:

A request by Big Sky Living, LLC for a Conditional Use Permit (CUP) to build a six-plex condominium/apartment building on each of two lots owned by the applicant. As a result, there will be a total of twelve units proposed. The six-plex's will occupy Lots 166 and 167 of Hilltop Homes Subdivision located on Diane Road in Columbia Falls. The properties are zoned CRA-1 (Multi-Family Residential) which requires a CUP to construct a three-plex or greater within the zoning district. The properties are addressed at 9 and 11 Diane Road and described as Lots 166 and 167 of the Hilltop Homes subdivision in Section 18, Township 30 North, Range 22 West, P.M.M., Flathead County

Request to change the zoning from CR-5 (Two-Family Residential) to CR-3 (One-Family Residential) in the Columbia Falls Zoning Jurisdiction:

The applicant, Rhonda Hoon, is requesting a zone change at 1115 Nucleus Avenue in the Columbia Falls area from the current CR-5 (Two-Family Residential) to a CR-3 (One-Family Residential) designation. The property currently has a house and a detached garage on the property. The applicant would like to convert the garage to an accessory dwelling. The property is described as Lot 3, Block 8 of Nucleus Addition in Section 17, Township 30 North, Range 20 West, P.M.M., Flathead County.

Interested persons are allowed to attend the hearing(s) in person or via ZOOM. Persons are encouraged to submit written comments prior to the meeting. Written comments carry the same weight as public testimony given during the hearing. Written comments may be sent to Columbia Falls City Hall, Attention: Barb Staaland, City Clerk, 130 6th Street West, Room A, Columbia Falls, MT 59912 or via email: staalandb@cityofcolumbiafalls.com. For more information on the proposed Conditional Use Permit or Zone Change, please call Eric Mulcahy, Columbia Falls City Planner at 755-6481. To obtain the ZOOM meeting registration, contact City Clerk Barb Staaland via email or by calling (406) 892-4391 no later than 5:30 p.m. the day of the meeting.

DATED this 18th day of April, 2022

Susan Nicosia

Susan Nicosia, City Manager/Planning & Zoning Administrator
COLUMBIA FALLS CITY-COUNTY PLANNING BOARD

Publish: Daily Interlake Sunday April 24th, 2022

First Reading

ORDINANCE NO.816

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLUMBIA FALLS, MONTANA, AMENDING THE COLUMBIA FALLS ZONING MAP TO ALLOW THE DEVELOPMENT OF AN AMENDED PLANNED UNIT DEVELOPMENT (PUD) OVERLAY AT 540 NUCLEUS AVENUE DESCRIBED AS LOTS 11 THRU 15 AND ALSO ALL THAT PORTION OF THE EAST HALF OF THE VACATED ALLEYWAY LYING ADJACENT TO THE WEST BOUNDARY LINE OF SAID LOTS 11 – 15 INCLUSIVE OF BLOCK 37 AND LOT 10A OF THE AMENDED PLAT OF LOTS 1-3 & LOTS 6-10 OF BLOCK 37, COLUMBIA FALLS, MONTANA, ACCORDING TO THE MAP OR PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF FLATHEAD COUNTY, MONTANA.

WHEREAS, Ruis Holdings 540 Nucleus Ave LLC, owner of the real property, has requested an amendment to the Columbia Falls zoning map to allow the development of a Planned Unit Development (PUD) overlay on property zoned CB-4 located at 540 Nucleus Avenue, described as Lots 11-15 and also all that portion of the east half of the vacated alleyway lying adjacent to the west boundary line of said Lots 11-15 inclusive of Block 37 and Lot 10A of the Amended Plat of Lots 1-3 & Lots 6-10 of Block 37 according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

WHEREAS, the Columbia Falls Planning Department, on March 30, 2022, in Staff Report CPUD-22-02, recommended approval of the requested Amendment to the Planned Unit Development (PUD) approved in April 2020, subject to certain conditions; and

WHEREAS, said request was considered by the Columbia Falls City-County Planning Board in a public hearing at its regularly scheduled meeting on April 12, 2022, at which the Board adopted Staff Report CPUD-22-02 and recommended approval of the requested Amended Planned Unit Development (PUD) subject to certain conditions as shown in Exhibit A; and

WHEREAS, a hearing on the Planned Unit Development (PUD) was held by the City Council of the City of Columbia Falls, Montana, at its regular meeting on Monday, May 2, 2022, after said hearing was advertised according to law; and at said hearing on said date, the City Council considered the recommendation of the Planning Board, the report of the Columbia Falls Planning Office, together with any and all comments filed or voiced with respect to said change; and

WHEREAS, the City Council has determined that the Amended PUD request, subject to certain conditions, is in the best interest of the City and that the unique character of the property justified approval of a PUD of less than two acres.

First Reading

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA FALLS, MONTANA AS FOLLOWS:

Section One. Findings of Fact: That the Columbia Falls Planning Office Report #CPUD-22-02, dated March 30, 2022 is hereby adopted by the Council as findings of fact with respect to said PUD request.

Section Two. Change in Zoning Classification: That the requested Planning Unit Development (PUD) overlay on property presently zoned CB-4 Central Business will allow a building height of 40 feet for the main roof line, 42 feet for the elevator tower and 50 feet for the stair tower and allow the restaurant and bar to have a casino of 541 square feet with 20 gaming machines at 540 Nucleus Avenue further described as Lots 11-15 and also all that portion of the east half of the vacated alleyway lying adjacent to the west boundary line of said Lots 11-15 inclusive of Block 37 and Lot 10A of the Amended Plat of Lots 1-3 & Lots 6-10 of Block 37 according to the map or plat thereof on file and of record in the office of the Clerk and Recorder of Flathead County, Montana.

Section Three. All documents included in the site plan and the recommendation of the Columbia Falls Planning Office is hereby incorporated by reference and the Conditions are shown in Exhibit A.

Section Four. The Council finds that the proposal complies with Chapter 18.428 of the Columbia Falls Area Zoning Regulations, and that the height deviation results in a more attractive building, allowing for architecture, visual and safety benefit and the casino compliments the restaurant and bar.

Section Five. Inconsistent Provisions: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section Six. Severability: The provisions of this Ordinance are severable. If any provision of this Ordinance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision.

Section Seven. Effective Date: This Ordinance shall become effective thirty (30) days after its final passage and approval by the City Council of the City of Columbia Falls, Montana.

PASSED AND APPROVED BY THE CITY COUNCIL OF COLUMBIA FALLS, MONTANA THIS ___ DAY OF MAP, 2022, THE COUNCIL VOTING AS FOLLOWS:

AYES:

NOES:

ABSENT:

First Reading

City Clerk

APPROVED BY THE MAYOR OF COLUMBIA FALLS, MONTANA THIS ____ DAY
OF MAP, 2022.

Mayor

ATTEST:

City Clerk

EXHIBIT A

1. The City Council approves a PUD in an area less than two acres.
2. The Ruis Holding 540 Nucleus Ave LLC PUD will allow the following deviations:
 - Building Height – The maximum building height is 40 feet for the main roof line; 42-feet for the elevator, and 50 feet for the stair tower
 - Approval of the PUD will allow the restaurant and bar to have a casino of 541 square feet with 20 gaming machines.
3. The project shall be built in substantial compliance with the submitted “Ruis Holdings Restaurant/Apartments” application and all accompanying drawings, as prepared by Jackola Engineering.
4. Prior to the submittal of plans for the building permit, the applicant shall work with the Columbia Falls Fire Chief for approval of the FDC locations, Knox Box location, and roof access
5. The mixed use structures shall be fire sprinkled in accordance with the IBC.
6. Landscaping and landscaping features will generally follow the PUD plan with the understanding that the PUD plan is not a detailed Landscaping Plan. The applicants shall provide the City Manager with a detailed Landscape plan. The landscape plan shall be approved and the landscaping installed prior to the issuance of an occupancy permit. If, due to weather, the landscaping cannot be completed prior to occupancy, the applicant may enter into a developer’s agreement with the City of Columbia Falls and provide security (bond or letter of credit) in the amount of 125% of the landscape improvements. The security amount will be determined by actual bid or licensed engineer. The developer’s agreement will not be for longer than six months.
7. Any sidewalk or public infrastructure damaged by the demolition or reconstruction of the building shall be replaced per the Columbia Falls Public Works Standards.

First Reading

8. All connections to sewer and water along with any work in the City's right-of-way shall require review and written approval from the Columbia Falls Public Works Director.
9. The City Planning/Zoning staff will review the sign permit application for compliance with the standards of the Columbia Falls Zoning Regulations prior to issuing a sign.
10. The applicant shall install a bike rack and trash receptacle in the parking lot and one bike rack on the Nucleus Avenue side of the site.
11. Any RTU will be screened or sited on the roof so that they are not visible from the public way.
12. The applicant will construct a site obscuring fence with gates around the dumpster sites as indicated on the applicant's site plan. The refuse screening shall be included with the building permit plans.
13. The light details will be reviewed at the building permit stage to insure that they comply with the 18-foot height standards and that all lighting has full cut off and/or opaque shields.
14. All conditions of the PUD shall be complied with prior to the issuance of the occupancy permit or otherwise addressed as provided for in this PUD.