



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

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

**CITY COUNCIL REGULAR MEETING
AGENDA
MONDAY, MARCH 07, 2022
COUNCIL CHAMBERS CITY HALL**

FINANCE COMMITTEE – 6:30 P.M

(Barnhart, Shepard, Fisher)

NOTE: The Council Meeting is held in the Council Chambers as well as by virtual meeting to provide access while maintaining public health. Please contact City Clerk Barb Staalnd no later than 6 pm on the night of the meeting to register for ZOOM meeting access information 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 - March 7, 2022 - \$54,255.23
- 2.** Approval of Payroll Claims - February 28, 2022 - \$8,111.23
- 3.** Approval of Payroll Claims - March 4, 2022 - \$83,622.00
- 4.** Approval of February 22, 2022 Regular City Council Meeting Minutes
- 5.** Approve Morrison-Maierle Engineering Water Model Task Order #6 up to \$4,500 and authorize City Manager to sign
- 6.** Approval of 2022 DNRC Urban and Community Forestry Grant Agreement #UCF-22-111, \$3,250
- 7.** Approval of General Engineering Services Agreement - KLJ Engineering

VISITORS/PUBLIC COMMENT (Items not on agenda)

NOTICE OF PUBLIC HEARINGS/PUBLIC HEARINGS:

8. Public Hearing - Request for a Planned Unit Development:

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

The applicant, DARCAR, is requesting a Planned Unit Development for property at 1123 9th Street West, Columbia Falls. The proposed PUD would allow the conversion of the basement to dormitory style apartments that could house up to four people. The main floor of the building will remain commercial use. The property is zoned CB-2 (General Business). The site is the State Farm Insurance building located just west of Backslope Brewing. The property is described as Lots 1, 2, & 3 excluding the S10 feet in Block 5 of Robindale in Section 8, Township 30 North, Range 20 West, P.M.M., Flathead County.

Interested persons are allowed to attend the hearing 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 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 Planned Unit Development, please call Eric Mulcahy, Columbia Falls City Planner at 755-6481. To obtain the ZOOM meeting registration, contact City Clerk Barb Staalnd via email or by calling (406) 892-4391 no later than 5:30 p.m. the day of the meeting.

A. Adopt Staff Report CPUD-22-01 as Findings of Fact

B. Approve PUD - Final Action See Ordinances

9. Public Hearing - Special Gas Tax Funds/Street Priorities:

The Columbia Falls City Council will hold a public hearing for the purpose of allocating HB 473 Bridge and Road Safety and Accountability Program Funds on Monday, March 7, 2022 at 7:00 p.m. The hearing will be held in the Council Chambers, City Hall, 130 6th ST. West, Columbia Falls, MT and available virtually via ZOOM.

The City Council is proposing to request distribution of the 2022 HB 473 funds in the amount of \$128,639.78 to overlay or reconstruct the streets listed as the highest priority need in the City's street condition report.

Citizens are encouraged to attend the hearing or to provide written comments to City Clerk Barb Staalnd at 130 6th Street West, Columbia Falls, MT 59912 or via email:

10. Notice of Public Hearings - Request for a Preliminary Plat for a 10 Unit RV Park:

The Columbia Falls City-County Planning Board will hold a public hearing for the following item at their regular meeting on Tuesday, March 15, 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 April 4, 2022 starting at 7:00 p.m. in the same location.

Request for a Preliminary Plat for a 10 Unit RV Park:

The applicant, Clark W Griz LLC is requesting Preliminary Plat approval to construct a 10 space RV

Park for property at 201 Highway 2 East, Columbia Falls. The property is zoned CB-2 (General Business) which allow RV Parks as a permitted use. The proposed RV Park is adjacent to the Columbia Falls RV Park. The property is described as Lot 3 of the D & G Subdivision in Section 8, 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 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 Planned Unit Development, please call Eric Mulcahy, Columbia Falls City Planner at 755-6481. To obtain the ZOOM meeting registration, contact City Clerk Barb Staalnd via email or by calling (406) 892-4391 no later than 5:30 p.m. the day of the meeting.

UNFINISHED BUSINESS:

- [11.](#) Public Facility CDBG Application

NEW BUSINESS:

- [12.](#) Authorize Letter of Support - NW Drug Task Force MBCC Grant

ORDINANCES / RESOLUTIONS:

- [13.](#) **First Reading - Ordinance 815** - An Ordinance of the City Council of the City of Columbia Falls, Montana, Amending the Columbia Falls Zoning Map to Allow the Development of a Planned Unit Development (PUD) Overlay for the Property Located at 1123 9th Street West, Columbia Falls, Further Described as Lots 1, 2 & 3 excluding the south 10 feet in Block 5, Robindale Subdivision, Section 8, Township 30 North, Range 20 West, P.M.M., Flathead County, Montana

REPORTS / BUSINESS FROM MAYOR & COUNCIL

CITY MANAGER REPORT

CITY ATTORNEY REPORT

MISCELLANEOUS

- [14.](#) Fire Department YTD Activity thru February

ADJOURN

Next Scheduled Meetings:

City Council – Regular Meeting, March 21, 2022 – 7:00 PM

Planning Board – March 15, 2022 - 6:30 PM

Council Noise Ordinance Committee - To be scheduled

03/04/22
12:30:36

CITY OF COLUMBIA FALLS
Claim Approval List
For the Accounting Period: 3/22

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* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
42887		3112 406 CLEANING OF COLUMBIA FALLS	3,600.00					
	122	02/25/22 FAC-FEBRUARY JANITORIAL SERVIC	3,600.00			1000 411200	399	101000
		Total for Vendor:	3,600.00					
		*** Claim from another period (2/22) ****						
42871		1664 AUTOGLASS WASH AND WAX LLC	260.00					
	0216-08024	02/16/22 WTR-TRAILBLZR WINDSHIELD R	86.67*			5210 430500	361	101000
	0216-08024	02/16/22 SWR-TRAILBLZR WINDSHIELD R	86.67			5310 430600	361	101000
	0216-08024	02/16/22 STRS-TRAILBLZR WINDSHIELD	86.66			2500 430200	361	101000
		Total for Vendor:	260.00					
		*** Claim from another period (2/22) ****						
42851		2863 BATES, SHAWN	76.00					
		MRWS CONFERENCE IN GREAT FALLS 3/22-22-3/25/22						
	021722	02/17/22 FIN-MEALS REIMB.	76.00			1000 410500	380	101000
		Total for Vendor:	76.00					
		*** Claim from another period (2/22) ****						
42854		3164 BECKER, CASEY	76.00					
		MRWS CONFERENCE IN GREAT FALLS 3/22-22-3/25/22						
	021722	02/17/22 WTR-MEALS REIMB	76.00			5210 430500	380	101000
		Total for Vendor:	76.00					
42883		999999 BEST, TONY	60.94					
	022422	02/24/22 WTR-DEPOSIT REFUND 00356-14	60.94			5210 214010		101000
		Total for Vendor:	60.94					
42901		1700 BRECK LAW OFFICE, PC	7,095.33					
	7-15	03/02/22 LGL-CAHILL V. BOARD OF ADJUST	82.00			1000 411100	351	101000
	030222	03/02/22 LGL-FEES FOR APR 22	1,718.45			1000 411100	350	101000
	030222	03/02/22 CITY COURT-FEES FOR APR 22	3,502.75			1000 410365	350	101000
	030222	03/02/22 WTR-FEES FOR APR 22	564.68			5210 430500	350	101000
	030222	03/02/22 SWR-FEES FOR APR 22	564.68			5310 430600	350	101000
	030222	03/02/22 PLG/SONING-FEES FOR APR 22	282.34			1000 411000	350	101000
	030222	03/02/22 PD-FEES FOR APR 22	114.13			1000 420100	399	101000
	030222	03/02/22 WTR-FEES FOR APR 22	25.36			5210 430500	357	101000
	030222	03/02/22 SWR-FEES FOR APR 22	38.04			5310 430600	357	101000
	030222	03/02/22 STRS-FEES FOR APR 22	50.72			2500 430200	399	101000
	030222	03/02/22 LGL-ADD'L FEES FOR APR 22	152.18			1000 411100	350	101000
		Total for Vendor:	7,095.33					

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		Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object Proj	Account		
*** Claim from another period (2/22) ****										
42877		3028 CENTURYLINK - BUSINESS SERVICES	1,384.58							
	281377878	02/20/22 ADMIN-1/20/22-02/20/22	32.40			1000 410400	345	101000		
	281377878	02/20/22 FIN-1/20/22-02/20/22	101.55			1000 410500	345	101000		
	281377878	02/20/22 COMP-1/20/22-02/20/22	779.55*			1000 410580	345	101000		
	281377878	02/20/22 PD-11/20/22-02/20/22	162.00			1000 420100	345	101000		
	281377878	02/20/22 FD-1/20/22-02/20/22	52.58			1000 420400	345	101000		
	281377878	02/20/22 BLDG-1/20/22-02/20/22	16.20			2394 420500	345	101000		
	281377878	02/20/22 WTR-1/20/22-02/20/22	35.10			5210 430500	345	101000		
	281377878	02/20/22 SWR-1/20/22-02/20/22	35.10			5310 430600	345	101000		
	281377878	02/20/22 STRS-1/20/22-02/20/22	8.10			2500 430200	345	101000		
	281377878	02/20/22 CRTS-1/20/22-02/20/22	162.00			1000 410360	345	101000		
		Total for Vendor:	1,384.58							
*** Claim from another period (2/22) ****										
42861		2872 CINTAS FIRST AID & SAFETY	536.15							
	5096146335	02/17/22 STRS-FIRST AID SUPPLIES	536.15			2500 430200	220	101000		
		Total for Vendor:	536.15							
*** Claim from another period (2/22) ****										
42882		14 CITY OF COLUMBIA FALLS	419.41							
	022422	02/24/22 FAC-1/18-2/19/22	111.53			1000 411200	342	101000		
	022422	02/24/22 FD-1/18-2/19/22	31.16			1000 420400	342	101000		
	022422	02/24/22 PRKS-1/18-2/19/22	40.61			1000 460400	342	101000		
	022422	02/24/22 STRS-1/18-2/19/22	96.59			2500 430200	342	101000		
	022422	02/24/22 WTR-1/18-2/19/22	47.48			5210 430500	342	101000		
	022422	02/24/22 SWR-1/18-2/19/22	92.04			5310 430600	342	101000		
		Total for Vendor:	419.41							
*** Claim from another period (2/22) ****										
42850		1711 COMFORT SYSTEMS USA	899.56							
	92006994	02/18/22 SWR-HEATER REPAIR	706.19			5310 430600	366	101000		
	92007016	02/18/22 FAC-PD SHED GAS LEAK REPAIR	193.37*			1000 420100	366	101000		
		Total for Vendor:	899.56							
*** Claim from another period (2/22) ****										
42858		3026 DAILY INTER LAKE	274.50							
	28335	02/07/22 COMMUNITY NEEDS ASSESSMENT	274.50			1000 410500	331	101000		
		Total for Vendor:	274.50							

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42899		3011 DENHAM, GARY	51.98					
	022622	02/26/22 PD-COMPUTER CABLES	51.98			1000 410580	212	101000
		Total for Vendor:	51.98					
		*** Claim from another period (2/22) ****						
42860		2212 ENDRESS + HAUSER, INC	5,693.34					
	6002302314	01/11/22 SWR-PROMAG FLOWMETER	5,693.34*			5310 430600	934	101000
		Total for Vendor:	5,693.34					
		*** Claim from another period (2/22) ****						
42873		1551 ESRI	400.00					
		ARCGIS DESKTOP BASIC SINGLE USE PRIMARY MAINTENANCE ANNUAL RENEWAL FEE						
	2004MPA342	02/20/22 STRS-05/22/22 TO 05/21/23	133.34			2500 430200	355	101000
	2004MPA342	02/20/22 WTR-05/22/22 TO 05/21/23	133.33			5210 430500	355	101000
	2004MPA342	02/20/22 SWR-05/22/22 TO 05/21/23	133.33			5310 430600	355	101000
		Total for Vendor:	400.00					
42881	E	1879 EVERGREEN WASTE CONNECTIONS	491.17					
	030122	03/01/22 FAC-2/1/22-2/28/22	78.64			1000 411200	340	101000
	030122	03/01/22 STRS-2/1/22-2/28/22	215.96			2500 430200	340	101000
	030122	03/01/22 WTR-2/1/22-2/28/22	78.64			5210 430500	340	101000
	030122	03/01/22 SWR-2/1/22-2/28/22	65.50			5310 430600	340	101000
	030122	03/01/22 PRKS-2/1/22-2/28/22	52.43			1000 460400	340	101000
		Total for Vendor:	491.17					
42886		3104 FIRST CALL COMPUTER SOLUTIONS,	1,700.00					
		MARCH IT SERVICES						
	78719	03/01/22 COMP-MARCH IT SERVICES	1,700.00			1000 410580	355	101000
		Total for Vendor:	1,700.00					
42889		1892 FLATHEAD COUNTY	936.10					
		FY 2021 MILA GRANT MATCHING FUNDS (\$2000.00) INVOICE #2						
	002	02/25/22 MLIA GRANT MATCHING FUNDS	936.10			1000 410100	399	101000
		Total for Vendor:	936.10					

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Claim/	Check	Vendor #/Name/	Document \$/	Disc \$							Cash
		Invoice #/Inv Date/Description	Line \$		PO #	Fund	Org	Acct	Object	Proj	Account
42896		663 FLATHEAD COUNTY SOLID WASTE	3,015.60								
		SLUDGE HAULING 2/1/22-2/28/22									
		5887 02/28/22 SWR-SLUDGE HAUL 2/1/22-2/28/22	3,015.60			5310		430600	395		101000
		Total for Vendor:	3,015.60								
		*** Claim from another period (2/22) ****									
42866		3019 FLATHEAD PUBLISHING GROUP	2,582.12								
		i00511842 02/16/22 PD-PATROLMAN JOB AD	2,582.12*			1000		420100	390		101000
		Total for Vendor:	2,582.12								
42903		2948 GLACIER CLOTHING CO.	46.00								
		10515 11/15/22 STRS-EMBROIDERY-KELLEY K	46.00			2500		430200	226		101000
		Total for Vendor:	46.00								
		*** Claim from another period (2/22) ****									
42874		3113 GLOBAL ARCHIVES INC	166.32								
		21235 02/25/22 WTR-MONTHLY STORAGE AS BUILTS	83.16*			5210		430500	363		101000
		21235 02/25/22 SWR-MONTHLY STORAGE AS BUILTS	83.16			5310		430600	363		101000
		Total for Vendor:	166.32								
		*** Claim from another period (2/22) ****									
42863		3163 HANLEY, CHRIS	76.00								
		MRWS CONFERENCE IN GREAT FALLS 3/22-22-3/25/22									
		021722 02/17/22 WTR-MEALS REIMB	38.00			5210		430500	380		101000
		021722 02/17/22 SWR-MEALS REIMB	38.00			5310		430600	380		101000
		Total for Vendor:	76.00								
		*** Claim from another period (2/22) ****									
42867		2806 HANSON'S HARDWARE	36.68								
		600401 02/15/22 STRS-DISH SOAP	4.29			2500		430200	220		101000
		600408 02/15/22 STRS-MISC SCREWS	5.64			2500		430200	240		101000
		600500 02/25/22 WTR-MISC SCREWS	10.28			5210		430500	240		101000
		600478 02/23/22 SWR-COUPNG,NIPPLE SLUDGE PUMP	16.47			5310		430600	240		101000
		Total for Vendor:	36.68								
		*** Claim from another period (2/22) ****									
42859		1119 HDR ENGINEERING, INC.	3,132.54								
		Biosolids Plan - Inv # 5 - DEC 26TH-JAN 29TH 2022 (DNRC Planning Grant pays portion)									
		1200410423 02/17/22 Biosolids Plan-T0 #6, Inv.	3,132.54			5310		430600	354		101000
		Inv #4									
		Total for Vendor:	3,132.54								

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		Invoice #/Inv Date/Description	Line \$		PO #	Fund Org	Acct	Object	Proj	Account
42891		1659 HIGH COUNTRY LINEN SUPPLY	246.82							
	0492426	02/28/22 FAC-CITY HALL, POLC, CRT, FIN	216.76			1000	411200	224		101000
	0492427	02/28/22 FAC-FIRE HALL	30.06			1000	411200	224		101000
		Total for Vendor:	246.82							
		*** Claim from another period (2/22) ****								
42872		2791 IDEXX DISTRIBUTION, INC.	483.21							
	3100967974	02/15/22 SWR-QUANTI-TRAYS 2000	276.31			5310	430600	222		101000
	3100967974	02/15/22 SWR-GAMMA IRRAD COLILERT	206.90			5310	430600	222		101000
		Total for Vendor:	483.21							
42885		2849 J2 BUSINESS PRODUCTS	915.05							
	1133711-0	02/01/22 PD-3X5 NOTEBOOKS	15.59			1000	420100	210		101000
	1134541-0	02/03/22 FIN-CANNED AIR DUSTER	4.75			1000	410500	210		101000
	1134541-0	02/03/22 WTR-CANNED AIR DUSTER	4.75			5210	430500	210		101000
	1134541-0	02/03/22 SWR-CANNED AIR DUSTER	4.75			5310	430600	210		101000
	1134541-0	02/03/22 PLG-CANNED AIR DUSTER	4.74			1000	411000	210		101000
	1136151-0	02/07/22 STRS-3 HOLE PUNCH FOR CHRIS	3.68			2500	430200	210		101000
	1136151-0	02/07/22 WTR-3 HOLE PUNCH FOR CHRIS	3.69			5210	430500	210		101000
	1136151-0	02/07/22 SWR-3 HOLE PUNCH FOR CHRIS	3.69			5310	430600	210		101000
	1136151-0	02/07/22 FIN-3 HOLE PUNCH FOR CHRIS	3.68			1000	410500	210		101000
	1135956-0	02/08/22 PD-PRINTER TONER	59.99			1000	420100	210		101000
	1135956-1	02/09/22 PD-PRINTER TONER	50.69			1000	420100	210		101000
	1137096-0	02/09/22 PD-PRINTER TONER	49.99			1000	420100	210		101000
	1137354-0	02/10/22 FIN-RED SHARPIES	3.13			1000	410500	210		101000
	1137354-0	02/10/22 WTR-RED SHARPIES	3.12			5210	430500	210		101000
	1137354-0	02/10/22 SWR-RED SHARPIES	3.12			5310	430600	210		101000
	1137354-0	02/10/22 PLG-RED SHARPIES	3.12			1000	411000	210		101000
	1137096-1	02/10/22 PD-PRINTER TONER	37.99			1000	420100	210		101000
	1139902-0	02/17/22 WTR-POCKET FOLDERS	14.66			5210	430500	210		101000
	1139902-0	02/17/22 SWR-POCKET FOLDERS	14.66			5310	430600	210		101000
	1139902-0	02/17/22 FIN-POCKET FOLDERS	14.66			1000	410500	210		101000
	1138163-0	02/14/22 PD-AA BATTERIES	16.99			1000	420100	210		101000
	1142485-0	02/23/22 PD-PAPER, DVD DISK, ENVELOPES	98.81			1000	420100	210		101000
	1139322-0	02/15/22 CRT-6 CASES OF PAPER	233.70			1000	410360	210		101000
	1142485-1	02/24/22 PD-DISINFECTANT WIPES	11.22			1000	420100	220		101000
	1142105-0	02/23/22 FAC-GERMICIDAL BOWL CLEANER	50.16			1000	411200	224		101000

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		Invoice #/Inv Date/Description	Line \$		PO #	Fund Org	Acct	Object	Proj	Account
	1142094-0	02/23/22 FAC-PAPER TOWELS,CAN LINERS	199.72			1000	411200	224		101000
		Total for Vendor:	915.05							
42890		633 KAMAN INDUSTRIAL TECHNOLOGIES	102.30							
	D356975	02/14/22 SWR-DIGESTER SLUDGE PUMP	17.40			5310	430600	240		101000
	D379426	02/16/22 SWR-DIGESTER SLUDGE PUMP	84.90			5310	430600	240		101000
		Total for Vendor:	102.30							
42888		2047 LAURIE'S DELI	82.40							
		TRANSITION TRAINING FOOD FOR 10 PEOPLE								
	022322	02/23/22 ADMIN-TRANSITION TRAINING FOOD	82.40			1000	410100	380		101000
		Total for Vendor:	82.40							
		*** Claim from another period (2/22) ****								
42849		735 MASTER TECH REPAIR	8.00							
	7095-19	02/03/22 FD-SHARPEN SAWS	8.00			1000	420400	360		101000
		Total for Vendor:	8.00							
		*** Claim from another period (2/22) ****								
42880		631 MONTANA DEPT. OF ENVIRONMENTAL	1,500.00							
		MT00-OUTFALL CHARGE								
		PREVIOUS CHARGE WAS FOR 1125.00. DEQ MADE AN ERROR AND BILLED US INCORRECTLY.								
		SEE SCAN WITH LETTER FROM DEQ.								
	5L2201481	02/23/22 SWR-2021 ANNUAL INVOICE	1,500.00*			5310	430600	391		101000
		Total for Vendor:	1,500.00							
		*** Claim from another period (2/22) ****								
42865		2707 MOUNTAIN ALARM	90.75							
		ALARM MONITORING 3/1/22-3/31/22								
	2700814	03/01/22 FAC-CITY HALL MARCH 2022	42.35			1000	411200	366		101000
	2699694	03/01/22 FAC-FD MARCH 2022	48.40			1000	411200	366		101000
		Total for Vendor:	90.75							
42893		520 NORCO, INC.	140.12							
	34350483	02/28/22 STRS-CYLNR RENT FEB 2022	10.36			2500	430200	220		101000
	34180501	02/07/22 SWR-SLUDGE PUMP REBUILD TOOL	129.76			5310	430600	240		101000
		Total for Vendor:	140.12							

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12:30:36

CITY OF COLUMBIA FALLS
Claim Approval List
For the Accounting Period: 3/22

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* ... Over spent expenditure

Claim/	Check	Vendor #/Name/	Document \$/	Disc \$							Cash
		Invoice #/Inv Date/Description	Line \$		PO #	Fund	Org	Acct	Object	Proj	Account
		*** Claim from another period (2/22) ****									
42869		2002 NORTHWEST PARTS & EQUIPMENT &	153.44								
	C721412-01	02/15/22 STRS-PLOW PARTS	153.44			2500		430200	232		101000
		Total for Vendor:	153.44								
		*** Claim from another period (2/22) ****									
42878		2816 O'REILLY AUTO PARTS	31.01								
	381962	02/15/22 SWR-GREASE FOR SLUDGE PUMP	7.49			5310		430600	240		101000
	382889	02/27/22 PD-AIR FRESHNER/WASHER FLUID	23.52			1000		420100	220		101000
		Total for Vendor:	31.01								
		*** Claim from another period (2/22) ****									
42848		2727 OVIVO USA, LLC	44.02								
	8482363	02/16/22 SWR-CLARIFIER #2 OIL GAUGE	44.02			5310		430600	240		101000
		Total for Vendor:	44.02								
		*** Claim from another period (2/22) ****									
42853		2793 PAUL THE PLUMBER	156.60								
	4255	02/12/22 FAC-WOMENS BATHROOM REPAIR	156.60			1000		411200	360		101000
		Total for Vendor:	156.60								
The following claims are significant.											
		*** Claim from another period (2/22) ****									
42875		99999 REDTAIL EDUCATION AND RESEARCH	735.00								
21 STUDENTS FROM CF FD- CERTIFICATIONS VALID FOR TWO YEARS AND WILL EXPIRE END OF FEB 2024											
		*** Claim from another period (2/22) ****									
	022122	02/16/22 FD-BASIC LIFE CPR/AED CLASS	735.00			1000		420730	380		101000
		Total for Vendor:	735.00								
		*** Claim from another period (2/22) ****									
42855		2620 ROBERT PECCIA AND ASSOCIATES	847.78								
	21106.4	02/16/22 WTR-RETRO RV REVIEW	423.89			5210		430500	354		101000
	21106.4	02/16/22 SWR-RETRO RV REVIEW	423.89			5310		430600	354		101000
		Total for Vendor:	847.78								
		*** Claim from another period (2/22) ****									
42879		1042 SANDS SURVEYING, INC.	2,576.75								
	35344	02/23/22 P/Z-ROUTINE SRVS 1/21-2/18/22	2,576.75			1000		411000	399		101000
		Total for Vendor:	2,576.75								
		*** Claim from another period (2/22) ****									
42894		2600 SENSIT TECHNOLOGIES	391.38								
	0323262-IN	02/24/22 SWR-GAS MONITOR REPAIR	391.38			5310		430600	360		101000
		Total for Vendor:	391.38								

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CITY OF COLUMBIA FALLS
Claim Approval List
For the Accounting Period: 3/22

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* ... Over spent expenditure

Claim/	Check	Vendor #/Name/	Document \$/	Disc \$							Cash
		Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object Proj	Account			
		*** Claim from another period (2/22) ****									
42856		2033 SHANKS, TYLER	180.00								
	C-4FE0FBC4	02/08/22 FD-WILDERNESS FIRST AID CO	180.00			1000 420730	380	101000			
		Total for Vendor:	180.00								
42895		134 SIRCHIE FINGER PRINT	183.37								
	0532062-IN	01/26/22 PD-FINGERPRINT CLEANING WI	183.37			1000 420100	220	101000			
		Total for Vendor:	183.37								
		*** Claim from another period (2/22) ****									
42868		1653 SUPER 1 FOODS	29.22								
	04-1946545	02/23/22 TRANSITION TRAINING FOOD	29.22			1000 410100	380	101000			
		Total for Vendor:	29.22								
		*** Claim from another period (2/22) ****									
42857		2699 THE MAIL ROOM, INC	371.63								
	D108073	02/14/22 PD-MAIL SRVS 2/1-2/11/22	19.62			1000 420100	310	101000			
	D108073	02/14/22 FIN-MAIL SRVS 2/1-2/11/22	13.63			1000 410500	310	101000			
	D108073	02/14/22 WTR-MAIL SRVS 2/1-2/11/22	15.65			5210 430500	310	101000			
	D108073	02/14/22 SWR-MAIL SRVS 2/1-2/11/22	15.65			5310 430600	310	101000			
	D108073	02/14/22 CRT-MAIL SRVS 2/1-2/11/22	41.26			1000 410360	310	101000			
	D108073	02/14/22 PLN-MAIL SRVS 2/1-2/11/22	74.83*			1000 411000	310	101000			
	D108178	02/28/22 PD-MAIL SRVS 2/14-2/25/22	3.39			1000 420100	310	101000			
	D108178	02/28/22 FIN-MAIL SRVS 2/14-2/25/22	11.91			1000 410500	310	101000			
	D108178	02/28/22 WTR-MAIL SRVS 2/14-2/25/22	67.39			5210 430500	310	101000			
	D108178	02/28/22 SWR-MAIL SRVS 2/14-2/25/22	67.39			5310 430600	310	101000			
	D108178	02/28/22 CRT-MAIL SRVS 2/14-2/25/22	31.60			1000 410360	310	101000			
	D108178	02/28/22 PLN-MAIL SRVS 2/14-2/25/22	9.31*			1000 411000	310	101000			
		Total for Vendor:	371.63								
42892		1623 THE UPS STORE #4515	11.22								
	TRACKING #1ZWA36710378070032										
	2022-1373	02/28/22 PD-EVIDENCE SHIPPING	11.22			1000 420100	310	101000			
		Total for Vendor:	11.22								
42902		3165 TRAINING ASSOCIATES, INC.	2,564.23								
	TRANSITIONING FIRE DEPARTMENT INTO A COMBINATION STAFFED SYSTEM										
	022522	02/25/22 TRANSITION TRAINING	2,564.23			1000 410100	399	101000			
		Total for Vendor:	2,564.23								

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CITY OF COLUMBIA FALLS
Claim Approval List
For the Accounting Period: 3/22

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* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
42900		3016 TRANSUNION RISK AND ALTERNATIVE	100.00					
	202202-1	03/01/22 PD-02/1-2/28/22	100.00			1000 420100	335	101000
		Total for Vendor:	100.00					
		*** Claim from another period (2/22) ****						
42862		246 URECO INC.	4,670.54					
	18261	02/16/22 STRS-DEICER 23.43 TONS	4,670.54			2500 430200	221	101000
		Total for Vendor:	4,670.54					
42884		523 USA BLUE BOOK	73.04					
	879905	02/15/22 SWR-HACH BOD BUFFER PILLOWS	73.04			5310 430600	222	101000
		Total for Vendor:	73.04					
		*** Claim from another period (2/22) ****						
42870		84 WESTERN BUILDING CENTER	65.53					
	4680221	02/15/22 STRS-DRAIN CLEANER	15.11			2500 430200	220	101000
	4680387	02/16/22 STRS-SPRAY FOAM/KEY CUTTING	9.88			2500 430200	220	101000
	4680358	02/16/22 SWR-DAFT REPAIR PARTS	23.96			5310 430600	240	101000
	4680925	02/23/22 SWR-GARDEN HOSE PISTOL NOZZEL	16.58			5310 430600	240	101000
		Total for Vendor:	65.53					
42897	E	2733 WEX Fleet Universal	4,491.50					
STATEMENT ENDING 2/28/22								
	79095223	02/28/22 PD-FEBRUARY FUEL	2,023.50			1000 420100	231	101000
	79095223	02/28/22 FIRE-FEBRUARY FUEL	258.67			1000 420400	231	101000
	79095223	02/28/22 WTR-FEBRUARY FUEL	319.58			5210 430500	231	101000
	79095223	02/28/22 SWR-FEBRUARY FUEL	540.39			5310 430600	231	101000
	79095223	02/28/22 STRS-FEBRUARY FUEL	1,349.36			2500 430200	231	101000
		Total for Vendor:	4,491.50					
		# of Claims 52	Total:	54,255.23				
		Total Electronic Claims		4,982.67				
		Total Non-Electronic Claims		49272.56				

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CITY OF COLUMBIA FALLS
Fund Summary for Claims
For the Accounting Period: 3/22

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Fund/Account	Amount
1000 GENERAL FUND	
101000 CASH/CASH EQUIVALENTS	\$27,204.90
2394 BUILDING CODE ENFORCEMENT FUND	
101000 CASH/CASH EQUIVALENTS	\$16.20
2500 SPECIAL STREET MAINTENANCE DISTRICT FUND	
101000 CASH/CASH EQUIVALENTS	\$7,395.82
5210 WATER ENTERPRISE FUND	
101000 CASH/CASH EQUIVALENTS	\$2,092.37
5310 SEWER ENTERPRISE FUND	
101000 CASH/CASH EQUIVALENTS	\$17,545.94
Total:	\$54,255.23

03/04/22
12:30:37

CITY OF COLUMBIA FALLS
Claim Approval Signature Page
For the Accounting Period: 3 / 22

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Report ID: AP100A

Council Meeting Date: 03/07/2022

Claims Submitted to Council: \$ 54,255.23

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 claim is significant:

Endress & Hauser Inc. - \$5,693.34 WWTP Dewatering flow meter replacement (Fund 5310)

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

02/25/22
12:08:10

CITY OF COLUMBIA FALLS
Payroll Summary For Payrolls from 02/28/22 to 02/28/22

Page: 1 of 2
Report ID: P130

Total for Payroll Checks

	Employee	Employer	Amount
ADDL HOURS (Additional)	0.00		2,993.14
HOL HOURS (Holiday Pay)	12.00		273.48
J001 HOURS (CLOTH ALLOW)	0.00		-500.00
J008 HOURS (PD HOL WK OT)	12.00		410.22
OVER HOURS (Overtime)	3.00		102.56
REG HOURS (Regular Time)	48.00		1,093.92
SHFN HOURS (Shift B)	48.00		48.00
SHFU HOURS (Hol wk B)	12.00		30.00
TRMS HOURS (Termination Sick Pay)	20.71		471.98
TRMV HOURS (Termination Vacation Pay)	142.32		3,243.47

GROSS PAY	8,166.77	0.00
NET PAY	5,817.63	0.00
FIT	1,256.62	0.00
MEDICARE	118.42	118.42
P.E.R.S.	236.46	265.49
PERS/POLICE	123.07	197.04
SIT	429.00	0.00
SOCIAL SECURITY	185.57	185.57
UNEMPL. INSUR.	0.00	47.66
WORKERS' COMP	0.00	197.27
GLACIER BANK KA	3,840.02	0.00
GLACIER BANK/CF	1,977.61	0.00
FIT/SII BASE	7,807.24	0.00
MEDICARE BASE	8,166.77	0.00
PERS BASE	4,360.54	0.00
SOC SEC BASE	2,993.14	0.00
UN BASE	8,666.77	0.00
WC BASE	8,495.84	0.00

Total 1,011.45
Total Payroll Expense (Gross Pay + Employer Contributions): 9,178.22

Check Summary

Payroll Checks Prev. Out.	\$49,201.30
Payroll Checks Issued	\$0.00
Payroll Checks Redeemed	\$7,409.64
Payroll Checks Outstanding	\$41,791.66
Electronic Checks	\$8,111.23

	Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
Deductions Accrued				
Social Security	371.14	371.14		212260
Medicare	236.84	236.84		212260
P.E.R.S.	501.95		1003.90	212270
Unempl. Insur.	47.66	1671.55	1719.21	212210
Workers' Comp	197.27	9304.21	9501.48	212220

2/28/22
Payroll
\$8,111.23
David Stalans

02/25/22

CITY OF COLUMBIA FALLS

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12:08:10

Payroll Summary For Payrolls from 02/28/22 to 02/28/22

Report ID: P130

FIT	1256.62		1256.62	212260
SIT	429.00		429.00	212260
NATIONWIDE/EMP	0.00			212280
PERS/Police	320.11	320.11	640.22	212240
NATIONWIDE/CITY	0.00			212280
HEALTHINS/PRE	0.00			212400
FLEX ALLEGIANCE	0.00			212285
FOP	0.00			212335
Total Ded.	3360.59	11797.82	2293.60	12864.81

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

03/04/22
08:32:01

CITY OF COLUMBIA FALLS
Payroll Summary For Payrolls from 03/04/22 to 03/04/22

Page: 1 of 3
Report ID: P130

Total for Payroll Checks

	Employee	Employer	Amount
	-----	-----	-----
ADDL HOURS (Additional)	0.00		10.00
COMA HOURS (Comp Time Accumulated)	18.76		
COMP HOURS (Comp Time Used)	12.63		250.86
HOL HOURS (Holiday Pay)	233.66		6,705.49
HOLC HOURS (Holiday Worked @ 2.5x)	15.50		891.78
HOLW HOURS (Holiday Worked @ 2.5x)	11.00		344.90
J003 HOURS (PD HOL WK)	32.00		1,601.22
OVER HOURS (Overtime)	37.00		1,811.42
REG HOURS (Regular Time)	1,868.50		53,484.18
SHFN HOURS (Shift B)	254.00		254.00
SHFQ HOURS (OVT B)	25.50		38.25
SHFU HOURS (Hol wk B)	12.00		30.00
SICK HOURS (Sick Time)	185.04		5,229.68
VACA HOURS (Vacation Time Used)	71.46		1,997.09
GROSS PAY	72,648.87	0.00	
NET PAY	47,900.67	0.00	
AFLAC-POSTTAX	111.67	0.00	
AFLAC-PRETAX	81.08	0.00	
CHILD SUPPORT	88.61	0.00	
CHILD SUPPORT P	413.07	0.00	
CITY OF COLUMBI	20.00	0.00	
FIT	6,145.27	0.00	
FLEX ALLEGIANCE	1,017.16	27.50	
FLEX DEP CARE	208.33	2.50	
FOP	280.00	0.00	
HEALTHINS/PRE	2,755.53	16,097.70	
MEDICARE	1,027.86	1,027.86	
MT ST FIRE ASSO	29.68	0.00	
NATIONWIDE/CITY	0.00	2,298.98	
NATIONWIDE/EMP	387.50	0.00	
P.E.R.S.	3,421.97	3,842.16	
PERS/FURS	317.60	426.24	
PERS/POLICE	2,036.67	3,260.91	
SIT	3,201.00	0.00	
SOCIAL SECURITY	2,639.97	2,639.97	
TEAMSTERS DUES	308.00	0.00	
UNEMPL. INSUR.	0.00	399.59	
UNUM LIFE INS.	118.77	0.00	
WA CHILD SUPPOR	138.46	0.00	
WORKERS' COMP	0.00	2,180.81	
CHARLES SCHWAB	1,487.30	0.00	
FIRST INTERSTAT	1,965.27	0.00	
FREEDOM BANK	1,219.76	0.00	
GLACIER BANK KA	4,739.78	0.00	
GLACIER BANK/CF	14,872.91	0.00	
GLACIER BANK/WF	1,898.13	0.00	
PARKSIDE CR U	11,175.24	0.00	
THREE RIVERS	1,057.97	0.00	

Payroll
March 4, 2022
\$83,622.00
Barb Skeland

03/04/22
08:32:01

CITY OF COLUMBIA FALLS
Payroll Summary For Payrolls from 03/04/22 to 03/04/22

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USAA FEDERAL	1,138.34	0.00
USBANK.	2,190.36	0.00
VALLEY BANK KAL	100.00	0.00
VERIDIAN CREDIT	400.00	0.00
WELLS FARGO	2,465.75	0.00
WFISH CR UNION	3,189.86	0.00
FIT/SIT BASE	62,631.36	0.00
MEDICARE BASE	70,885.75	0.00
PERS BASE	68,913.98	0.00
SOC SEC BASE	42,580.21	0.00
UN BASE	72,648.87	0.00
WC BASE	71,511.33	0.00

Total 32,204.22
Total Payroll Expense (Gross Pay + Employer Contributions): 104,853.09

Check Summary

Payroll Checks Prev. Out. \$41,040.20
Payroll Checks Issued \$3,376.30
Payroll Checks Redeemed \$0.00
Payroll Checks Outstanding \$44,416.50
Electronic Checks \$80,245.70

Deductions Accrued	Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
Social Security	5279.94	5279.94		212260
Medicare	2055.72	2055.72		212260
P.E.R.S.	7264.13	501.95		212270
Unempl. Insur.	399.59	2071.14	2470.73	212210
Workers' Comp	2180.81	11485.02	13665.83	212220
FIT	6145.27	6145.27		212260
SIT	3201.00	3201.00		212260
AFLAC-PRETAX	81.08	81.08	162.16	212230
NATIONWIDE/EMP	387.50	387.50		212280
Teamsters dues	308.00	308.00	616.00	212310
PERS/Police	5297.58	320.11		212240
NATIONWIDE/CITY	2298.98	2298.98		212280
AFLAC-POSTTAX	111.67	111.67	223.34	212230
PERS/FURS	743.84	743.84		212275
MT ST FIRE ASSO	29.68	29.68		212315
HEALTHINS/PRE	18853.23	18853.23	37706.46	212400
CITY OF COLUMBI	20.00	20.00		212450
UNUM LIFE INS.	118.77	118.77	237.54	212400
FLEX ALLEGIANCE	1044.66	1044.66		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	280.00	280.00		212335
FLEX DEP CARE	210.83	210.83		212285
Total Ded.	56952.42	33850.97	35721.33	55082.06

**CITY OF COLUMBIA FALLS
CITY COUNCIL REGULAR MEETING MINUTES
HELD FEBRUARY 22, 2022**

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

ROLL CALL:

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

Also Present: City Manager Nicosia, City Attorney Breck, Police Chief Peters and Finance Director Bates.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Councilor Fisher motioned to approve agenda, seconded by Councilor Karper and the motion carried.

CONSENT AGENDA:

Councilor Piper motioned to approve the Consent Agenda noting that all claims appeared to be in order, seconded by Councilor Robinson with council roll call vote as follows. Ayes: Piper, Fisher, Karper, Robinson, Shepard and Barnhart.

Approval of Claims - February 22, 2022 - \$138,409.85

Approval of Payroll Claims - February 18, 2022 - \$125,695.30

Approval of February 7, 2022 Regular City Council Meeting Minutes

Approve Northwest MT Drug Task Force Local Drug Task Force Memorandum of Understanding for FY 2022-2023 and authorize Police Chief and City Manager to sign

Approve Request for Records Disposal - City Court

Approval of Agreement for Engineering Services, HDR Engineering, Inc. for Wastewater System Upgrades ARPA Project - \$895,072, authorize City Manager to execute

Approval of HDR Engineering Task Order #8 - WWTP SCADA On-Call, not to exceed \$5,000 and authorize City Manager to sign

EMPLOYEE RECOGNITION:

Employee Recognition - 15 years - Patrol Officer Michael Johnson

Mayor Barnhart presented Officer Johnson with a 15 year longevity pin and the city officials thanked him for his service.

VISITORS/PUBLIC COMMENT (Items not on agenda)

EPA Presentation to Council - CFAC Superfund Site Final Feasibility Study Information/Q&A

Ken Champagne, Remedial Project Manager with the EPA updated the council on the progress of the superfund remedial process at CFAC. The next step in the process is to procure a contractor, which should be in place in the month March.

Councilor Shepard expressed concerns about carbon infiltration into the ground on and off CFAC property. Shepard asked if there was going to be any testing for carbon infiltration going forward. Ken Champagne

responded that there were no indications of carbon infiltration. Champagne did say that does not mean there wouldn't be an opportunity to do that testing going forward and would look further into Shepard's question.

Dave Petersen, 120 4th Ave W, asked council when they would be looking at downtown parking issues. Mayor Barnhart advised that it is on the council's radar and it will be addressed at a future meeting.

NOTICE OF PUBLIC HEARINGS/PUBLIC HEARINGS:

Public Hearing - Community Needs Assessment:

Mayor Barnhart read the public hearing notice - Notice is hereby given that at the Tuesday, February 22, 2022 Regular Council meeting, the City Council of the City of Columbia Falls, shall conduct a public hearing for the purpose of obtaining public comment to determine the greatest community development needs (public facilities, economic development, and housing needs). The City will take public comment during the meeting in order to obtain the greatest public input. The intent of the needs assessment process is to provide the City with a list of potential projects or actions in the areas of housing, economic development and public infrastructure that could be pursued over a period of years in order to improve the community, particularly as those needs affect low and moderate income persons. Based on the results of the needs assessment, the City may apply for state or federal funding from the Montana Community Development Block Grant (CDBG) Program and any other funding sources to fund local housing, public facilities, or other community needs and would like comments or suggestions from local citizens regarding the City's needs and types of projects which should be considered.

Mayor Barnhart opened the public hearing at 7:30 p.m.

Kelly Hamilton, 1316 4th Ave W, asked council for support for a city dog park. Hamilton also discussed the Christmas lights on Nucleus and the need to get them working properly. Hamilton expressed support for a community square at 5th St W and Nucleus Ave.

Craig Tucker, 1165 12th St EN, expressed concerns over vacation rentals and how many there are in town. Tucker further discussed the lack of housing in the Columbia Falls area and how workers cannot afford to live here.

Mandy Anderson, Amanda Wilson and Melissa Dunning with the Boys and Girls Club, 535 4th Ave W, each addressed the council and asked for support in sponsoring a grant to develop and build a new community center in Columbia Falls to accommodate more students as they are maxed out at the current facility. Wilson noted that childcare is a necessity and not a luxury. Anderson noted that the Boys and Girls Club provides young people with a safe spot after school and during the summer. A survey of their students revealed that 60% come from LMI families. Their current facility is at capacity with 50-60 students each day.

Kim Morisaki, 1329 Bald Eagle Loop Kalispell, Director of the NW Montana Community Land Trust. Morisaki discussed the housing shortage for rent and purchase. She provided statistics on housing cost and prices to build and the \$100-\$150k gap between building costs and affordability. Morisaki talked about the possible use of \$135,000 held by the City from recaptured funds as well as \$800,000 from CDBG Grant funds sponsored by the City of Columbia Falls held at MWED.

Shirley Folkwein, 285 Shooting Star Drive, thanked the council for the opportunity to discuss infrastructure and asked the council to think outside of traditional infrastructure and think about natural infrastructure and what is the carrying capacity of natural infrastructure. Folkwein encouraged council to go deeper in the assessment of

infrastructure and consider the natural infrastructure of geographical areas such as land, water, trees, birds and insects.

Mayor Barnhart closed the public hearing at 8:08 pm. Nicosia noted that the City received 18 letters in support of the Boys and Girls Club that were included in the packet and an additional letter of support for the Boys and Girls Club that was handed out this evening and one letter of support for the skate park also handed out this evening.

Notice of Public Hearing - Request for a Planned Unit Development - March 7, 2022:

Mayor Barnhart read the notice of public hearing - The Columbia Falls City-County Planning Board held a public hearing for the following item at their regular meeting on Tuesday, February 15, 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 March 7, 2022 starting at 7:00 p.m. in the same location.

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

The applicant, DARCAR, is requesting a Planned Unit Development for property at 1123 9th Street West, Columbia Falls. The proposed PUD would allow the conversion of the basement to dormitory style apartments that could house up to four people. The main floor of the building will remain commercial use. The property is zoned CB-2 (General Business). The site is the State Farm Insurance building located just west of Backslope Brewing. The property is described as Lots 1, 2, & 3 excluding the S10 feet in Block 5 of Robindale in Section 8, Township 30 North, Range 20 West, P.M.M., Flathead County.

Notice of Public Hearing - HB 473 Bridge and Road Safety and Accountability Program Funds - March 7, 2022:

Mayor Barnhart read the notice of public hearing - The Columbia Falls City Council will hold a public hearing for the purpose of allocating HB 473 Bridge and Road Safety and Accountability Program Funds on Monday, March 7, 2022 at 7:00 p.m. The hearing will be held in the Council Chambers, City Hall, 130 6th ST. West, Columbia Falls, MT and available virtually via ZOOM.

The City Council is proposing to request distribution of the 2022 HB 473 funds in the amount of \$128,639.78 to overlay or reconstruct the streets listed as the highest priority need in the City's street condition report.

Citizens are encouraged to attend the hearing or to provide written comments to City Clerk Barb Staaland at 130 6th Street West, Columbia Falls, MT 59912 or via email: staalandb@cityofcolumbiafalls.com

Notice of Public Hearings - Planning Board March 15th and City Council April 4th: The Columbia Falls City-County Planning Board will hold a public hearing for the following item at their regular meeting on Tuesday, March 15, 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 April 4, 2022 starting at 7:00 p.m. in the same location.

Request for a Preliminary Plat for a 10 Unit RV Park:

The applicant, Clark W Griz LLC is requesting Preliminary Plat approval to construct a 10 space RV Park for property at 201 Highway 2 East, Columbia Falls. The property is zoned CB-2 (General Business) which allow RV Parks as a permitted use. The proposed RV Park is adjacent to the Columbia Falls RV Park. The property is described as Lots 3 of the D & G Subdivision in Section 8, Township 30 North, Range 20 West, P.M.M., Flathead County.

NEW BUSINESS:

Award Generator Bid to Electrical Systems, Inc. - \$176,941

City Manager Susan Nicosia discussed the original bid, \$240k, and how much higher it was than the expected \$140k. Nicosia explained how through meetings and discussions with the contractor and engineer we were able to get the price of the original bid corrected as the bid specs required a 350Kw generator when a 300Kw generator was specified when the generator was bid with the well project. Nicosia noted that the bid also required the contractor to work directly with MicroComm for the SCADA system and their bid to ESI was \$8,800 when the City can have the work completed for \$1,000. Nicosia made the recommendation to accept the bid at \$176,941 for the 300kw generator.

Councilman Shepard motioned to award the bid to Electrical Systems Inc. in the amount of \$176,941, seconded by Councilman Piper with council roll call vote as follows. Ayes: Robinson, Piper, Fisher, Karper, Shepard and Barnhart.

RAISE Grant 2022 Application Consideration

Nicosia reported that the federal Department of Transportation recently announced the 2022 RAISE grant funding opportunity. The RAISE grant applications are due April 14, 2022 with awards to be announced no later than August 12, 2022. The City's first 3 attempts have not been successful so the Council must decide if the City submits a 2022 grant application. The program received additional this year = \$1.5 billion, a 50% increase in funding over last year. The City must use the services of an engineer firm to submit this grant application. KLJ has offered a scope of services agreement in the amount not to exceed \$20,000. The fee will be based on the requirements of the BCA (Benefit cost analysis). Nicosia noted that if the City can increase the match funding, our grant would be more competitive. Additionally, the TA grant installs the sidewalk that was also part of the 2020 and 2021 grant applications so our grant request might be reduced (or not increased with rising costs of construction). Nicosia reported that last years' RAISE request was \$11.4 million with a \$500k match. Only the City of Missoula received a RAISE grant for approximately \$3m to study Brooks street, not a construction grant. Council discussed the merits of submitting the application with the engineer's proposal not to exceed \$20k. Fisher made motion to authorize Nicosia to engage the services of the engineer and to submit a RAISE grant, second my Shepard. All members voted in favor of the motion.

Approve Request to Flathead County to Annex 2nd Ave EN and 4th Ave EN Right of Way

Nicosia reported that as the City is working on the RR Quiet Zone requests, it has become necessary for the City of Columbia Falls to control the right of ways on both 2nd Ave EN and 4th Ave EN in order to proceed with the pursuit of the Quiet Zone(s). The formal, required diagnostic meeting with all parties is scheduled for March 2nd. This meeting will review the proposed Quiet Zone improvements, including the closure of 4th Ave EN, all on RR right of way.

Nicosia said she is requesting Council to approve a formal request to Flathead County to annex 2nd Ave EN and 4th Ave EN right of ways adjacent to the RR tracks. The formal annexation map will be determined by the City and County as indicated on the attached Quiet Zone proposals.

Councilman Piper made a motion to Approve Request to Flathead County, seconded by Councilman Shepard, the motioned carried with all members voting in favor.

Mayor to Appoint Special Committee to Review Noise Ordinance

City Manager Nicosia explained the need for a committee to review the city's noise ordinance and whether what is currently on the books is adequate for enforcement purposes as well as to address the community's concerns. Nicosia requested Mayor Barnhart to appoint a council committee to work with city administration, police and the attorney's office.

Mayor Barnhart advised in conjunction with City Attorney Breck and Police Chief Peters, Councilman Piper and Councilman Robinson would make up the committee.

Michael Nania, 311 1st Ave W, expressed his concerns over noise issues coming from certain businesses in the city and appreciates the city looking into this matter.

Authorize Mayor to sign Letter of Support - RTP Grant - Gateway to Glacier Trails

Mayor Barnhart noted that the Council has approved similar requests and asked if anyone had questions. Hearing none, Councilman Karper made motion authorizing the Mayor to sign letter of support, seconded by Councilman Robinson. Motion carried with Councilman Fisher abstained noting he is a Gateway to Glacier Trails Board member.

ORDINANCES / RESOLUTIONS:

Resolution # 1870 - A Resolution of the City Council of the City of Columbia Falls, Montana, Establishing the Number of Firefighters within the Columbia Falls Fire Department.

City Manager Nicosia explained the need to update the resolution based on bringing on paid fireman in the near future. The resolution would allow 30 volunteer fireman, the fire chief and assistant fire chief as well as paid fireman as needed.

Motion made by Councilman Robinson to approve Resolution #1870, seconded by Councilman Piper with council roll call vote as follows. Ayes: Piper, Shepard, Fisher, Karper, Robinson and Barnhart.

REPORTS / BUSINESS FROM MAYOR & COUNCIL

Councilman Shepard discussed the carbon infiltration from CFAC and how the EPA needs to look at testing.

Mayor Barnhart talked about how the testing at CFAC was 3 or 4 years ago and that they may have moved on from testing to the clean-up recommendation phase. Barnhart reported that Senator Tester is visiting Glacier Park International Airport and plans to stop by City Hall on Wednesday, February 23rd. Mayor Barnhart was asked to discuss the benefits of the airport expansion for the City; Mayor Barnhart noted the increased flights, potential better airfare and the creation of jobs. Barnhart also discussed VRBOs and the City's limited powers to prevent them and how the housing shortage is becoming a real issue.

CITY MANAGER REPORT

Nicosia reported that City officials are presenting at the March 8th Chamber luncheon, council members may attend. Nicosia reminded Council of the Fire Department Transition training on Feb. 23rd. Nicosia also reported

that the MT DOR marijuana business requirements are impacting our police department (finger prints), fire department and building department inspection requests.

MISCELLANEOUS

Finance - January 2022

ADJOURN: Councilman Fisher motioned to adjourn at 9:25pm, seconded by Councilman Karper.

Mayor

City Clerk

**TASK ORDER NO. 6 TO STANDARD MASTER AGREEMENT
BETWEEN MORRISON-MAIERLE, INC. AND CLIENT**

Project Number: 0541.027.06
Project Name: Water Model Update

1. Background Information:

- a. Effective date of MORRISON-MAIERLE, INC. AND CLIENT MASTER AGREEMENT: August 1, 2018
- b. CLIENT: City of Columbia Falls
- c. CONSULTANT: Morrison-Maierle, Inc.
- d. Project: City of Columbia Falls On-Call Services

2. Task Order Information

2.1 CONSULTANT shall perform the following Services:

Per the attached Scope and Fee letter dated March 2, 2022

2.2 The Budget for the Task Order services shall be:

\$4,500

The method of payment for this task order shall be:

☒ 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 \$4,500.

☐ LUMP SUM - A lump sum fee of \$.

2.3 The schedule for the Task Order services is as follows:

Per attached Scope and Fee letter dated March 2, 2022

2.4 The responsibilities of CLIENT for this Task Order are as follows:

Per Master Agreement and the attached Scope and Fee letter dated March 2, 2022.

CLIENT and CONSULTANT hereby agree to modify the above-referenced Agreement as set forth in this Task Order. All provisions of the Agreement not modified by this or previous Task Orders remain in effect.

The Effective Date of this Task Order is March 7, 2022.

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 Street West

Columbia Falls, MT 59912

Email: nicosia@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

8/30/2021

**MORRISON - MAIERLE
SUMMARY OF PROPOSED COSTS**

**CITY OF COLUMBIA FALLS
WATER MODEL UPDATE**



Item No.5.

MAJOR WORK ITEM	Supervising Engineer III	Senior Engineer I	Design Engineer I	Engineer Intern II	Engineer Intern I	Project Coordinator II	Total Hours	Total Labor
WATER MODEL UPDATE								
Project Management			2				2	\$294.00
Gather and Prepare Background Information			2				2	\$294.00
System Analysis & Identify Deficiencies			6				6	\$882.00
Update Model			12				12	\$1,764.00
Water Demand Calcs			2				2	\$294.00
Prepare Memo			4				4	\$588.00
Quality Assurance		2					2	\$338.00
Sub-Totals	0	2	28	0	0	0	30	\$4,454.00

SUMMARY OF ESTIMATED LABOR COSTS	HOURS	RATE	TOTAL LABOR
Supervising Engineer III	0	\$220.00	\$0.00
Senior Engineer I	2	\$169.00	\$338.00
Design Engineer I	28	\$147.00	\$4,116.00
Engineer Intern II	0	\$128.00	\$0.00
Engineer Intern I	0	\$112.00	\$0.00
Project Coordinator II	0	\$92.00	\$0.00
TOTAL LABOR	30		\$4,454.00

DIRECT EXPENSE DESCRIPTION	UNITS	NUMBER UNITS	UNIT COST	TOTAL COST
Automobile Mileage	miles	0	\$0.77	\$0.00
Automobile Mileage (On-site with Hourly Charge)	miles	0	\$0.62	\$0.00
Automobile Hourly Charge	hour	0	\$5.00	\$0.00
GPS/Robot Equipment	day	0	\$240.00	\$0.00
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				\$0.00

COST SUMMARY	COST CEILING
Direct Labor	\$4,454.00
Direct Expenses	\$0.00
TOTAL	\$4,454.00

March 2, 2022

EMAILED

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

RE: Water Model Update
Scope and Fee Proposal

Chris,

The following is a scope and fee proposal to provide engineering services to update the City of Columbia Falls water system model.

Background and Project Understanding

The City of Columbia Falls (City) has an existing water model that was last updated by in the 2017 by other consultants. However, several water projects have been completed and the City would like Morrison-Maierle (M-M) to update the water model to include these recent water projects.

The goal of this project is to update the existing water model so that the model can be used by property developers to size new water mains. Therefore, we will use the existing water model to prepare a simple steady state model of the system. Developers can then use the model to complete a fire flow analysis and water demand analysis for water main extensions for new developments.

More complex water modeling using Extended Period Simulation (EPS) to determine water age, water tank capacity, water usage diurnal curves, etc. has been excluded from this scope of work. In addition, the total system demands will be distributed evenly throughout the system model to simplify this effort (this approach matches existing model demand distribution). M-M has the capability to complete additional in-depth water modeling if requested by the City.

Scope of Services

The following are the scope of services for this proposal:

1. Review existing water model which shall include:
 - a) Spot check existing water model pipe network accuracy against City GIS records for pipe size.
 - b) Review existing water model node elevations and update as required.
2. Check water model calibration using City provided fire hydrant testing data and system pressure information

3. Add new water system components since last update (i.e. water main projects, Well No. 3 project, etc.)
4. Extrapolate estimated system demands based on the 2018 Water System PER data. Update the water model with current and future average day demand (AAD) and maximum day demand (MDD) from that data.
5. Prepare a memo that explains the updates to the water model and any assumptions.

Deliverables

1. Updated water model in Bentley WaterCAD format
2. Memo explaining updates to water model and assumptions

City of Columbia Falls Responsibilities

Morrison-Maierle will need the following items from the City to complete the water model update:

1. Updated GIS data of the water system that shows all recent water main projects
2. Fire hydrant testing data
3. Record drawings of certain water system projects may be needed on a case-by-case basis
4. Water production and usage data

Fee Estimate

The estimated fee for this proposal is **\$4,500**.

Schedule

The scope of work will be completed within 35 calendar days following notice to proceed.

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: Summary of Proposed Costs Spreadsheet

FOR DNRC USE ONLY																		
Maximum amount under this Subaward Agreement:				\$3,250.00														
Source of Funds				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Subaward #</td> <td style="width: 50%;">UCF-22-111</td> </tr> <tr> <td>Amendment #</td> <td>N/A</td> </tr> <tr> <td colspan="2" style="text-align: center; padding: 5px;">Approved by</td> </tr> <tr> <td>Program</td> <td>JK</td> </tr> <tr> <td>Fiscal</td> <td>LP</td> </tr> <tr> <td>Legal</td> <td>MP</td> </tr> </table>			Subaward #	UCF-22-111	Amendment #	N/A	Approved by		Program	JK	Fiscal	LP	Legal	MP
Subaward #	UCF-22-111																	
Amendment #	N/A																	
Approved by																		
Program	JK																	
Fiscal	LP																	
Legal	MP																	
USDA FS Grant # 21-DG-11010000-020; ALN # 10.664																		
<u>Fund</u>	<u>Subclass</u>	<u>Org</u>	<u>Percent</u>	<u>Amount</u>	<u>Expiration</u>	<u>Amendment</u>												
03213	555BP	5114622	100%	\$3,250.00	See Sect. 2	N/A												
Workers Comp: <u> X </u> N/A <u> </u> Attached <u> </u> Exempt <u> </u> Will be forwarded																		

**2022 URBAN AND COMMUNITY FORESTRY SUBAWARD AGREEMENT
CITY OF COLUMBIA FALLS PROGRAM DEVELOPMENT PROJECT**

This Subaward Agreement (Subaward) is accepted by City of Columbia Falls, hereinafter referred to as the "Subrecipient," Federal ID No. 81-6001247, DUNS# 102366739, 130 6th Street West, Columbia Falls, Montana 59912-3610, telephone (406) 892-4384, according to the following terms and conditions.

This Subaward, awarded and administered by the Montana Department of Natural Resources and Conservation (DNRC), is consistent with the policies, procedures and objectives of the Cooperative Forestry Assistance Act of 1978, Public Law 95-313, as amended. This Subaward is awarded under federal grant #21-DG-11010000-020; Consolidated Payments Grant, executed on 7/7/2021, from the United States Department of Agriculture (USDA) – Forest Service (USFS) and Federal Assistance Listing (ALN) number 10.664, "Cooperative Forestry Assistance."

SECTION 1. PURPOSE. The purpose of this Subaward is to establish mutually agreeable terms and conditions, specifications, and requirements to grant funds to the Subrecipient for an Urban and Community Forestry (UCF) Program Development project in or near, the City of Columbia Falls, Montana. Basis for this subaward is the UCF Program, which is administered through a partnership with the United States Department of Agriculture, Forest Service (USFS) and the DNRC. The approved project proposal for this Subaward to the Subrecipient is attached as Appendix B, which is incorporated herein by reference.

SECTION 2. PERIOD OF PERFORMANCE. This Subaward is effective on the date of last signature. The start date of the Subaward is January 1, 2022. Pre-award costs are authorized pursuant to Section 6. Availability of Subaward Funds. The Subrecipient shall have until the termination date, **October 31, 2022**, to complete the project and work described in Section 4, Project Scope. The DNRC may, pursuant to Section 18, Agreement Extension, grant an extension for completion upon request and showing of good cause by the Subrecipient. Good cause is defined as external factors preventing the Subrecipient from completing the work, including, but not limited to, pandemic, inadequate staff, construction, hazard trees or other barriers on project site(s), and extensive and prolonged inoperable weather conditions. A request for extension must be submitted in writing no less than thirty (30) days prior to the termination date if an extension is to be considered by the DNRC.

SECTION 3. DNRC's ROLE. The DNRC is administering grant funds awarded by the USFS to ensure that the funds are used according to the intent and procedures of the UCF Program Development Grants Program. The DNRC will monitor project expenditures for payment eligibility. The DNRC assumes no responsibility for the Subrecipient's obligation to faithfully perform the tasks and activities required by this Subaward. The DNRC assumes no responsibility for verifying the right of the Subrecipient to conduct project activities on properties identified in Appendix B, the approved project proposal. The Subrecipient is responsible for obtaining all appropriate permissions to conduct activities. The technical specialist is identified in Section 21, Principal Contacts. The roles and responsibilities of the technical specialist shall include but are not limited to, providing technical assistance to Subrecipient to achieve intended outcomes of the project; conducting reviews of project plans, activities, and accomplishments upon request of Subrecipient or as often as deemed necessary by the DNRC; and assisting Subrecipient in complying with Montana's Forest Practices Laws and voluntary Best Management Practices in the course of carrying out project activities. The Subrecipient may contact the DNRC's Program Representative, identified in Section 21. Principal Contacts, for guidance related to administration of the terms of this Subaward.

SECTION 4. PROJECT SCOPE. (a) The Subrecipient must use the proceeds provided pursuant to this Subaward to perform allowable activities under the Program.

The key outcomes of the project are to remove 3 trees to improve safety; plant 3 trees to improve diversity and resilience in River's Edge Park.

(b) Supporting Documents/attachments. The original, Program Development Project Proposal submitted by the Subrecipient, is attached hereto as Appendix B describes the project and activities to be performed upon municipal lands by Subrecipient and the required dates of completion. In addition, Subrecipient must fulfill the terms specified in Appendix C "Additional Requirements to Proposal", which is attached hereto and incorporated herein by reference. In the event content in Appendix B, the original proposal, differs from or is in conflict with terms presented elsewhere in the Subaward, the subaward text takes precedence.

REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

SECTION 5. PROJECT BUDGET. Subaward funds are allocated to the following budget categories:

<i>Project Funding Summary:</i>	
Direct Costs	
Subrecipient salary/wages/benefits	\$0
Operating Expenses	\$0
Contracted Services	\$3,250
Subtotal – Direct Costs	\$3,250
Indirect Costs (waived)	\$0
Total Subaward Amount	\$3,250
Match Required (1:1)	\$3,250
Total Project Funding:	\$6,500

This Subaward requires a match of 1:1 of federal to non-federal funds. No federal funds may be used to satisfy the match requirement of this Subaward.

Match required will be provided in the category of contracted services, in the form of cash-contributions and in-kind goods or services related to the approved project. Claimed match must be sufficiently documented to show compliance with federal requirements and to demonstrate how it supports the Subaward project. The DNRC will determine whether match documentation submitted is adequate and may require additional documentation before approval.

The indirect cost rate is shown above, expressed as a percentage of indirect costs to direct costs. Unless the rate has been formalized in a Negotiated Indirect Cost Rate Agreement (NICRA) between the Subrecipient and its cognizant federal agency, the rate shown above is hereby approved by the DNRC for the term of this Subaward and may not be changed except via written amendment.

Subrecipient may transfer up to ten percent (10%) of the total Subaward amount between Direct Costs budget categories as needed to complete the project. The Subrecipient must notify the DNRC of such transfers. Transfers between budget categories in excess of ten percent (10%) of the Subaward amount must be requested by the Subrecipient, approved by the DNRC, and documented in an amendment to the Subaward.

Total payment for all purposes under this Subaward shall not exceed Three Thousand Two Hundred Fifty and no/100 Dollars (\$3,250.00).

Subrecipient shall follow all applicable procurement procedures as required in Section 12, Compliance with Applicable Laws, and the applicable Federal Office of Management and Budget (OMB) in the Code of Federal Regulations (CFR) 2 CFR 200 §§ 200.317 – 200.326.

SECTION 6. AVAILABILITY OF SUBAWARD FUNDS. The Subrecipient acknowledges and understands that Subaward funds become available based on federal awards to the DNRC. Pre-award costs are those incurred on or after the start date of the Subaward but prior to the effective date of the Subaward in anticipation of the Subaward where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the effective date of the Subaward.

If charged to the Subaward, these costs must be charged to the initial Request for Disbursement.

The commitment by the DNRC to expend money is contingent upon the DNRC receiving funds under the Cooperative Forestry Assistance Act of 1978, Public Law 95-313, as amended. No liability shall accrue to the DNRC or its officials in the event such funds are not appropriated or issued as authorized under this legislation. The DNRC may, at its sole discretion, issue a temporary stop-work order, reduce the scope of project activities, or terminate this Subaward if appropriated funding is reduced or unavailable for any reason. The DNRC will provide Subrecipient at least 10 days' notice for a stop-work order and at least 30 days' notice if a reduction in scope or termination is determined to be necessary due to unavailability of funds. Until the DNRC notifies Subrecipient that obligated funds are unavailable, the DNRC will continue to comply with the terms of this Subaward, including the disbursement of funds for eligible expenses incurred by Subrecipient up to the specified date and time provided in a written notice.

SECTION 7. DISBURSEMENTS. Subrecipient shall submit claims for disbursement of Subaward funds to the DNRC Program Representative. Documentation of reimbursable costs incurred and paid must be submitted with the request. Documentation may include, but is not limited to, itemized receipts, vendor invoices, inspection certificates, transaction ledgers or other financial reports that clearly show expenditures, payroll records, copies of checks, bank statements, and other forms of proof of payment. The DNRC will determine whether documentation submitted adequately supports the disbursement request and may require additional documentation before approving payment. Reimbursement of Subrecipient's expenditures will only be made for expenses included in the Project Budget in Section 5, that are clearly and accurately supported by the Subrecipient's records.

Subrecipient should seek timely reimbursement of claimed costs incurred under this Subaward. Request for final disbursement of Subaward funds is due 30 days following the Subaward termination date. Before final disbursement will be made by the DNRC to the Subrecipient, the DNRC Regional Urban Forester or designee must inspect and approve the completed project. The Subrecipient shall notify the DNRC when the project is ready for inspection. A completed Project Inspection Form must accompany the final disbursement request.

The DNRC may determine the method of submission for disbursement requests. Methods may include requiring paper versions by US Mail, e-mail or state FTP portal transmission for electronic versions, or entry in a registered Subrecipient account in a grant management system. If a required submission method changes during the period of performance of the Subaward, the DNRC will provide thirty (30) days' notice.

The DNRC may withhold up to ten percent (10%) of the total authorized Subaward amount until both the project tasks (outlined in Section 1 and Appendix B) and the Final Report (required by Section 8) are completed by the Subrecipient and approved by the DNRC.

SECTION 8. REPORTS. The Subrecipient shall immediately notify the DNRC of developments that have a significant impact on the activities supported under this Subaward. Notification must be given in the case of problems, delays or adverse conditions that materially impair the ability of the Subrecipient to meet the objectives of the Subaward. The notification must include a statement on action taken or contemplated, and any assistance needed to resolve the situation including requests for scope and/or timeline modifications as provided for below in Section 16, Assignment and Amendment.

A midterm progress report must be submitted to the DNRC during the term of this Subaward. The report will provide status information for project implementation objective(s). Project status information will include, at a minimum, progress completed, costs incurred, funds remaining, and projected completion date. Significant problems encountered must be noted. **The midterm report is due on June 30, 2022.** The DNRC will review the report for completeness and accuracy and will notify the Subrecipient if changes are necessary.

A Final Report that details the project status, results, accomplishments, and financial status will be submitted to the DNRC by the Subrecipient for approval upon project completion.

Final disbursement of Subaward funds is contingent upon DNRC's receipt and approval of the following documents: 1) Final Report, 2) DNRC Regional Urban Forester Project Inspection Form, and 3) Completed Project Report Form, which is available to download from the DNRC Urban Forestry website. Final disbursement of Subaward funds is contingent upon the DNRC's receipt and approval of the Final Report.

Final reports are due 30 days following the Subaward termination date. Subrecipient understands that if the Project Report Form is not provided to DNRC within **thirty (30)** days after the termination date provided in Section 2. Period of Performance, that DNRC may elect to not make payment under the terms of this Subaward. Furthermore, failure by Subrecipient to provide the Project Report Form(s) to the DNRC liaison as required herein may cause the DNRC to terminate this Subaward.

The DNRC shall, if necessary, provide the Subrecipient with further instructions regarding the required reporting format and other specific reporting requirements when such requirements are mandated by the Federal and/or State government(s). Any new reporting requirements will be provided in writing to Subrecipient and will be added to the terms of this Subaward via an amendment should Subrecipient and the DNRC agree to those terms. The foregoing notwithstanding, Subrecipient must comply with the terms of any future reporting requirements that do not differ materially from those required by this Subaward.

SECTION 9. RECORDS AND AUDITS. The Subrecipient must maintain appropriate and adequate records showing complete entries of all receipts, disbursements, and other transactions relating to this Subaward for three (3) years after the later of either the final Subaward payment or the termination of this Subaward. The DNRC, the Montana Legislative Audit Division, or the Montana Legislative Fiscal Division may, at any reasonable time, audit all records, reports, and other documents that the Subrecipient maintains under or during the course of this Subaward to ensure compliance with its terms and conditions.

During the period of performance and extending after this Subaward is terminated and closed, DNRC reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit or other review.

SECTION 10. PROJECT MONITORING AND ACCESS FOR INSPECTION AND MONITORING. The DNRC or its agents may monitor and inspect all phases and aspects of the Subrecipient's performance to determine compliance with this Subaward, including the adequacy of records and accounts. The Subrecipient shall accommodate requests for the DNRC access to the site and records with due consideration for safety, private property rights, and convenience of everyone involved.

SECTION 11. EMPLOYMENT STATUS AND WORKER'S COMPENSATION. The DNRC is not an owner or general contractor for the project. The DNRC does not control the work activities or worksite of the Subrecipient or any contractors that might be engaged by the Subrecipient for completion of the project. The Subrecipient is independent from and is not an employee, officer, or agent of the DNRC. The Subrecipient, its employees and contractors, are not covered by the DNRC's Workers' Compensation Insurance. The Subrecipient is responsible for making sure that it and its employees are covered by Workers' Compensation Insurance and that its contractors are in compliance with the coverage provisions of the Workers' Compensation Act.

The Subrecipient shall ensure that all employees complete the I-9 form to certify they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). Subrecipient shall comply with regulations regarding certification and retention of the completed forms.

SECTION 12. COMPLIANCE WITH APPLICABLE LAWS. The Subrecipient must comply with the requirements of the Federal Office of Management and Budget (OMB) guidance in subparts A through F of 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards*, as adopted and supplemented by the USDA in 2 CFR Part 400. These regulations are available online at the following website: www.ecfr.gov.

Subrecipient certifies that it will abide by all certifications and assurances set forth in USDA Form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion Lower Tier Covered Transactions," this form having been signed, attached hereto as Appendix A, and incorporated herein by reference. Per the terms of the federal award, the Subrecipient shall also require all second-tier subrecipients and contractors who will be paid with Subaward funds to sign form AD-1048, and subrecipient shall keep completed forms on file.

If the amount of this contract, sub-contract, or sub-grant is in excess of \$100,000, the Subrecipient will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

All work performed under this Subaward must fully comply with all applicable federal, state, and local laws, rules, and regulations, including but not limited to, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Subrecipient subjects subcontractors to the same provision. In accordance with 49-3-207, MCA, the Subrecipient agrees that the hiring of persons to perform this Subaward will be made on the basis of merit and qualifications and without discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin of the persons performing this Subaward. It shall be the Subrecipient's responsibility to obtain all permits, licenses, or authorizations that might be required from government authorities for completion of the project. Procurement of labor, services, supplies, materials and equipment shall be conducted according to applicable federal, state, and local statutes. The DNRC's signature on this Subaward does not guarantee the approval or issuance of any permits, licenses, or any other form of authorization to take action for which Subrecipient must apply with the DNRC or any other government entity and submit to the DNRC to fulfill the terms of this Subaward.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. The subrecipient is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.

In accordance with 2 CFR 200.216, the subrecipient is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to: (1) procure or obtain, extend or renew a contract to procure or obtain; (2) enter into a contract (or extend or renew a contract) to procure; or (3) obtain the equipment, services or systems.

TRAFFICKING IN PERSONS. Subrecipients under this award and the Subrecipient's employees may not: (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect; (2) Procure a commercial sex act during the period of time that the award is in effect; or (3) Use forced labor in performance of the award or subawards under the award.

NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The Subrecipient shall include the following statement, in full, in any printed audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

"In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

(1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; or

(2) Fax: (833) 256-1665 or (202) 690-7442; or (3) Email: program.intake@usda.gov."

If the material is too small to permit the full statement to be included, the material must at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

SECTION 13. AGENCY RECOGNITION REQUIREMENTS

Use of Agency Insignia. Subrecipient shall request in writing permission from the USFS Northern Region and receive written permission from the USFS before using the USFS insignia on any published media, such as a webpage, printed publication, or audiovisual production. Subrecipient shall request in writing and receive written permission from the DNRC before using the DNRC insignia on any published media, such as a webpage, printed publication, or audiovisual production.

Public Notices. Subrecipient is encouraged to give public notice of the receipt of this Subaward of federal grant funds and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include and all notices of funding opportunities or solicitation for project participants must include a statement substantially as follows: "The funding for this project is derived in full [or in part] from a federal award of the U.S. Forest Service, Department of Agriculture, subawarded by the Montana Department of Natural Resources and Conservation, Forestry Division."

Acknowledgment in Publications, Audiovisuals, and Electronic Media. Subrecipient shall acknowledge USFS and DNRC support as appropriate in any publications, audiovisuals, and electronic media developed as a result of this subaward of USFS grant funds. Follow direction in USDA Supplemental 2 CFR 415.2.

SECTION 14. COPYRIGHTING AND GOVERNMENT RIGHT TO USE. Subrecipient is granted sole and exclusive right to copyright any publications developed as a result of this award. The State of Montana and the USFS reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for government purposes. This provision includes any right of copyright to which Subrecipient purchases ownership with any federal contributions. No original text or graphics produced by the State of Montana or the USFS shall be copyrighted.

SECTION 15. FAILURE TO COMPLY. If the Subrecipient fails to comply with the terms and conditions of this Subaward, the DNRC may terminate this Subaward and refuse additional disbursements of subaward funds and take legal action to recover disbursed subaward funds. Such termination will become a consideration in the DNRC's evaluation of future applications for subawards.

SECTION 16. ASSIGNMENT AND AMENDMENT. The Subrecipient may not assign or transfer any portion of this Subaward without the DNRC's express written consent. Amendments will be in writing, signed by both parties, and attached as an integral component of this Subaward. This Subaward may be terminated by the mutual written consent of both parties. If this Subaward is terminated, the Subrecipient may not submit claims for reimbursement for costs incurred beyond the mutually agreed to termination date.

SECTION 17. MONTANA LAW AND VENUE. Any action or judicial proceeding for enforcement of the terms of this Subaward shall be instituted only in the courts of Montana and shall be governed by the laws of Montana. Venue shall be in the First Judicial District, Lewis and Clark County, Montana.

SECTION 18. AGREEMENT EXTENSION. This Subaward may, upon mutual written agreement between the parties and according to its terms, be extended.

SECTION 19. INDEMNITY AND LIABILITY (HOLD HARMLESS / INDEMNIFICATION).

Subrecipient agrees to be financially responsible for any audit exception or other financial loss to the DNRC and the State of Montana which occurs due to the negligence, intentional acts, or failure by Subrecipient and/or its agents, employees, subcontractors, or representatives to comply with the terms of this Subaward.

Subrecipient hereby agrees to defend, indemnify, and hold harmless the DNRC and the State of Montana and its agents from and against any and all claims, demands, or actions for damages to property or injury to persons or other damage to persons or entities arising out of, or resulting from the performance of this Subaward or the results of this Subaward, provided such damage to property or injury to persons is due to the negligent act or omission, recklessness, or intentional misconduct of Subrecipient or any of its employees. This Subaward is not intended to relieve a liable party of financial or legal responsibility.

SECTION 20. INSURANCE REQUIREMENTS. General Requirements. The Subrecipient shall maintain for the duration of this Subaward, at its cost and expense, insurance against claims for injuries to persons or damages to property, including liability, which may arise from or in connection with the performance of the work by the Subrecipient, agents, employees, representatives, assigns, or contractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

Specific Requirements for Commercial General Liability. The Subrecipient shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$750,000 per occurrence and \$1,500,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Subrecipient or its officers, agents, representatives, assigns or contractors.

SECTION 21. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this Subaward. All correspondence or requests for information and assistance shall be submitted to the appropriate listed individual.

DNRC Program Representative	DNRC Technical Specialist
Name: Jamie Kirby Title: Urban Forestry Coordinator Address: 2705 Spurgin Road City, State, Zip: Missoula, MT 59804 Telephone: 406-542-4288 Email: jamiekirby@mt.gov	Name: Ali Ulwelling Title: Forestry Assistance Specialist Address: NWLO 655 Timberwolf Parkway City, State, Zip: Kalispell, MT 59901 Telephone: 406-751-2246 Email: aulwelling@mt.gov

DNRC Subaward & Fiscal
Name: Lorie Palm Title: Grants and Agreements Specialist Address: 2705 Spurgin Road City, State, Zip: Missoula, MT 59804 Telephone: 406-542-4205 Email: lpalm@mt.gov

Subrecipient Representative

Name: Susan Nicosia
 Title: City Manager
 Address: 130 6th Street West
 City, State, Zip: Columbia Falls, MT 59912-3610
 Telephone: 406-892-4384
 Email: nicosias@cityofcolumbiafalls.com

Subrecipient Project Manager

Name: Chis Hanley
 Title: Public Works Director
 Address: 130 6th Street West
 City, State, Zip: Columbia Falls, MT 59912-3610
 Telephone: 406-892-4430
 Email: hanleyc@cityofcolumbiafalls.com

This Subaward consists of pages 1 – 10, plus the following appendices:

- Appendix A [Form AD-1048]
- Appendix B [Program Development Project Proposal]
- Appendix C [Additional Requirements to Proposal].

The Subrecipient hereby accepts this Subaward according to the above terms and conditions.

Through signature, the Subrecipient Representative attests to having the legal authority to enter into this Subaward, and the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project.

2/23/2022 | 8:11:36 AM PST By:
 Date

DocuSigned by:

Susan Nicosia

Subrecipient or Subrecipient's Authorized Representative

Susan Nicosia

Printed Name

2/23/2022 | 8:21:33 AM PST By:
 Date

DocuSigned by:

Jamie Kirby

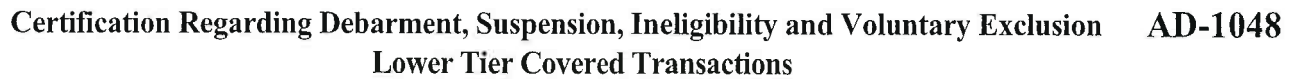
DNRC Authorized Representative

Jamie Kirby

Printed Name

Form Approved – OMB No. 0704-0188

Expiration Date: 04/30/2022



According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint \(https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer\)](https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Montana Department of Natural Resources and Conservation (DNRC)
2022 Urban Forestry Grant Application Cover Sheet**

Use this page as the cover sheet and include separate pages for the Project Proposal. Please use the Budget Calculation sheets provided. This document must be signed and dated by an Authorizing Representative, an individual who is legally authorized to act on the applicant's behalf.

The DNRC is streamlining our processes and has started using the DocuSign electronic signature service for agreement execution. If selected for award, an agreement will be emailed to the Authorizing Representative for signature.

Please answer clearly and concisely and include all required attachments.

APPLICANT NAME (i.e. City of Lumberton) City of Columbia Falls	DUNS NUMBER 102366739	FEDERAL TAX ID NUMBER 81-6001247
APPLICANT ADDRESS 130 6 th Street West	CITY/TOWN Columbia Falls	STATE MT
		ZIP 59912
PROJECT MANAGER (person DNRC will use as primary contact) Chris Hanley	TITLE Public Works Director	
PROJECT MANAGER ADDRESS (if same as above, leave blank)	CITY/TOWN	STATE
		ZIP
PHONE (DAYTIME) (406) 892-4430	*EMAIL hanleyc@cityofcolumbiafalls.com	
AUTHORIZING REPRESENTATIVE (person with authority to approve application submission and/or to sign a subaward agreement) Susan M. Nicosia	TITLE City Manager	
AUTHORIZING REP ADDRESS (if same as above, leave blank)	CITY/TOWN	STATE
		ZIP
PHONE (DAYTIME) (406) 892-4384	*EMAIL nicosias@cityofcolumbiafalls.com	
OTHER IMPORTANT CONTACTS: Provide name, title, and contact information (phone, email)		
TOTAL REQUEST AMOUNT (maximum request \$10,000; must match budget calculation form) \$3,250	ARE YOU A CURRENT TREE CITY USA (2 pts)? (Y / N) YES	
	INDICATE IF INDIRECT COSTS ARE INCLUDED (rate) OR WAIVED: WAIVED	
PROJECT TITLE: River's Edge Park Safety and Tree Improvements Project		
PROJECT SUMMARY: One to two sentences that best describes your proposal: The project will improve safety, urban forestry resilience and diversity through existing tree maintenance and new tree planting as River's Edge Park adjacent to the Fishing Pond.		

* Email address(es) required for DocuSign execution of any agreement.

PROJECT PROPOSAL

All the following elements must be addressed in application, in the order given. Limit responses to 300 words per section. Supporting documentation (pictures and maps) is encouraged to create a complete and competitive application.

1. **PROJECT SUMMARY (4 pts):** Describe the type of project and clearly outline its purpose and goals. Tie existing resources (management plan, inventory) to the project.
2. **FEDERAL, STATE PROGRAM GOALS (4 pts):** Specify how the project meets the federal and state program goals.
3. **2022 RESILIENCE AND ECOSYSTEM SERVICES THEME (4 pts):** How are you focusing on resilience or ecosystem services? Stronger connection to the theme will score higher.
4. **PROJECT PERSONNEL (3 pts):** Please include each person's name, title/qualification, project role, and level of involvement. Please note in this section any involvement with DNRC Urban Forestry staff.
5. **LEVERAGING LOCAL SUPPORT & OUTREACH (3 pts):** List activities, efforts, partner organizations, volunteers, as well as any public education/awareness related to this project. Identify any other agencies or groups that will be involved.
6. **PROJECT WORK PLAN AND SCHEDULE (4 pts):** Provide a work plan/schedule for completing each activity and timetable for completion with start and finish dates. Assume that tree planting and maintenance projects have a deadline of June 15, 2022; other projects must be completed by September 30, 2022.
7. **PROJECT MONITORING & EFFECTIVENESS (4 pts):** Describe how progress will be tracked through implementation and closeout. Describe your project's long-term results, outputs and deliverables. Note necessary updates to your inventory, if applicable. Tree planting and maintenance projects require a 3-year establishment plan. (See the [example](#) at UCF webpage).

I certify that the community/organization listed above has the approval of the local government to conduct this project.

PROJECT MANAGER: Signature and Date

 11/23/2021

AUTHORIZING REPRESENTATIVE: Signature and Date

 11/23/2021

BUDGET CALCULATION FORM (4 pts)

PROJECT EXPENSES	QUANTITY/HOURLY RATE	GRANT FUNDS REQUESTED (A)	CASH MATCH (B)	\$ VALUE OF IN-KIND MATCH (C)	TOTAL A+B+C
PERSONNEL EXPENSES (SALARIES/WAGES/BENEFITS)					
<i>Requested grant funds cannot be used for regular personnel costs of city/town employees. However, the cost of forestry student interns or seasonal employees can be included as grant funds.</i>					
TOTAL PERSONNEL EXPENSES		\$0.00	\$0.00	\$0.00	\$0.00
OPERATING EXPENDITURES (TRAVEL, SUPPLIES, RENTALS, ETC.)					
TOTAL OPERATING EXPENSES		\$0.00	\$0.00	\$0.00	\$0.00
CONTRACTED PROFESSIONAL SERVICES					
Professional Tree Maintenance and removal around the pond	Lump Sum	2,250	2,250		4,500
Professional Tree Planting around the pond	Lump Sum	1,000	1,000		2,000
TOTAL CONTRACTED SERVICES		\$3,250	\$3,250	\$0.00	\$6,500
TOTAL PROJECT EXPENDITURES		\$3,250	\$3,250	\$0.00	\$6,500
INDIRECT COSTS*		\$0.00			
TOTAL PROJECT FUNDING		\$3,250	\$3,250	\$0.00	\$6,500

IMPORTANT NOTES:

ALL MATCH EXPENDITURES (BOTH CASH AND IN-KIND CONTRIBUTIONS) MUST BE SUBSTANTIATED WITH DOCUMENTATION TO BE APPLIED TO THE 100% MATCH REQUIREMENT.

FEDERAL FUNDS MAY NOT BE USED AS MATCH (NO FEDERAL CASH, DONATED AND/OR IN-KIND CONTRIBUTIONS).

*The indirect cost rate can be a NICRA, a negotiated indirect cost rate agreement recognized by a federal agency; many local governments and organizations have one. Applicants **without** a negotiated rate are eligible to use the de minimis indirect rate of up to 10%. Note that you may choose to waive indirect costs.



PUBLIC WORKS DEPARTMENT

130 6TH STREET WEST
COLUMBIA FALLS MT. 59912

PHONE: (406) 892-4430
FAX: (406) 892-4413

November 22, 2021

Montana DNRC - Urban Forestry Program
2705 Spurgin Road
Missoula, Montana 59804-3199

Re: FY 2022 Urban Forestry Program Development Grant Application – City of Columbia Falls

Dear Review Committee Members,

The City of Columbia Falls is pleased to submit this application for the Urban Forestry Program Development Grant to continue our previous Urban Forestry goals. Columbia Falls is conservation and restoration minded community and has been a Tree City since 2008. We are requesting \$3,250 to complete the ***River's Edge Park Safety and Tree Improvements Project***, which will contribute to our continued development of River's Edge Park. The Project consists of the removal, trimming and/or maintaining of multiple hazardous trees around the fishing pond as well as planting 3 new trees by the pond. The City's goal is to plant one tree for every tree that must be removed. Our project is directly relevant to this year's theme, resilience and ecosystem services.

Project Background and Summary

River's Edge Park is the largest of the Columbia Falls' community parks. It offers a scenic and tranquil retreat just minutes from downtown with walking paths leading to the Flathead River where more than 900 feet of river frontage can be enjoyed along with views of nearby mountains and Glacier National Park. The Columbia Falls Community Garden is located at the entrance to the Park and this year was the second fishing season for our recently constructed Family Fishing Pond (a joint project with Fish, Wildlife and Parks) located at the west end of the park, a short walk from the Park's entrance. At 27 acres of fields and forest adjacent to the heart of our economic corridor, the Park houses the bulk of the City's Urban Forest. The Park is undergoing big changes in accordance with our recently completed River's Edge Park Master Plan which includes among its goals improved access, safety and resilience of the Park trees and other flora and increasing urban tree canopy cover to enhance the park's ecosystem.

The River's Edge Park Safety and Tree Improvements Project goals are as follows:

- With the completion of the fishing pond we have seen a significant increase in park visitation from both locals and tourists. A somewhat unforeseen consequence of the pond construction is that it puts park users closer to the large cottonwood trees that border the pond for significant time periods while they fish. These cottonwoods are 100+ feet tall, many in various stages of death or decay and, like cottonwoods tend to do, they are shedding large branches like cat fur often times right on the new trail around the pond. Recent large windstorms and increased visitation have highlighted the issue. The project will bring in a professional tree maintenance contractor to remove or maintain hazardous trees around the fish pond. We are anticipating removing a minimum of 3 of these trees adjacent to the pond. ***The project will increase safety in the park and the removal of unsafe trees in***



Large cottonwoods bordering the new Fishing Pond



PUBLIC WORKS DEPARTMENT

130 6TH STREET WEST
COLUMBIA FALLS MT. 59912

PHONE: (406) 892-4430
FAX: (406) 892-4413

Project personnel

Chris Hanley, Director of Public Works, will supervise and carry out this project with the help of the City's Tree Board. Mr. Hanley, while new to the City has extensive experience in landscape development. Chris is the City's administrative liaison to the Tree Board. The Tree Board consists of five individuals appointed by the City Council who are highly qualified and actively employed and/or engaged in various aspects of the landscaping, forestry and timber industries.

All maintenance, removal or planting of trees will be performed by a licensed professional contractor(s) specializing in tree removal, maintenance or planting.

Leveraging Local Support & Outreach

The River's Edge Park Master Plan was developed with significant community input and support including a community survey and public meetings. With the last Urban Forestry grant, the City cleared the park access area which was identified as the top priority for River's Edge Park by community members. This project continues the Master Plan priorities by improving safety and increasing tree canopy adjacent to the Fishing Pond.

The volunteer Tree Board is involved in the development of the Urban Forest Master Plan and the planning of the Arbor Day celebration. The City does not plan on using volunteers for this project. We will utilize qualified and trained personnel through licensed and insured contractors in the removal, maintenance and planting of trees. By using only qualified contractors in the planting of these trees, the City and DNRC are assured that trees are properly and safely maintained. The City Council fully supports the Urban Forestry Program as indicated in the adopted budget, appropriating funds in excess of the required \$2 per capita for the program. Last year's Arbor Day celebration was located at the City's Hoerner Park and raised public awareness of the City's commitment to its Urban Forest Program.

Local conservation organizations and schools have expressed support for the project and interest in using the pond and surrounding landscape features as a public resource for education in forest and aquatic habitats. The Flathead Land Trust and Montana FWP are active in the development of the pond and surrounding landscape; we have ongoing interest and support from a multitude of highly qualified conservation minded agencies and organizations.

Project Work Plan and Schedule

The project is straight forward in terms of planning and organization. All work areas are owned by the City and access is not a problem. We will schedule a Contractor to remove, maintain and plant trees as soon as weather permits following award.

Project Monitoring and Effectiveness

The project's success will be measured by the successful maintenance of the trees and by the active use and enjoyment of the public. The project will improve safety in the park and will allow us to proceed with new tree plantings.

A Note Grant Funding Level.

The project consists of two important, but separate tasks: The safety maintenance of trees around the pond as well as the planting of 3 new trees. We have requested funding to complete both tasks. Both are essential to the safety, growth and vitality of the Park and Urban Forest Program; however, we recognize that the Urban Forest Program Development Grant is competitive with multiple jurisdictions from all over the state vying to secure support. With this understanding we developed this project in these practical segments such that the overall scope could be reduced to better fit within the framework of the current Grant funding cycle. Should grant funding levels not permit full project funding, both tasks have independent value and partial funding would still achieve some of the project goals. We would prioritize

**PUBLIC WORKS DEPARTMENT**

130 6TH STREET WEST
COLUMBIA FALLS MT. 59912

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safety improvements first, which we estimate at \$4,500, (grant award of \$2,250). The estimated tree plantings are \$2,000, for an additional grant award of \$1,000, representing our \$3,250 request.



Thank you for the opportunity to compete for these funds, we look forward to hearing from you and continuing our Urban Forestry program. Grant funding allows the City to complete the goals in a timelier manner.

Sincerely,

Chris Hanley
Public Works Director
City of Columbia Falls

CC:

Susan Nicosia, CPA, MPA, City Manager
City of Columbia Falls Tree Board Members

City of Columbia Falls, MT
3-Year Urban Forestry-City Maintenance Work Plan
Submitted by: Chris Hanley, Director of Public Works

YEAR 1**Goal: Support and train trees planted in 2021**

ACTIVITY	SERVICE	MATERIALS	J	F	M	A	M	J	J	A	S	O	N	D
Small Tree training/maint	50 hrs @ \$25.00/hr				X	X						X	X	X
Mulching	\$500	mulch				X	X							
Watering	3 days/week @ \$85/week	Water truck/water cannon						X	X	X	X			

YEAR 2**Goal: Maintain urban trees throughout the city Year 2022**

ACTIVITY	SERVICE	MATERIALS	J	F	M	A	M	J	J	A	S	O	N	D
Pruning	40 hrs @ \$25.00/hr					X						X		
Mulching	\$300	mulch				X	X							
Watering	3 days/week @ \$85.00/week	Water truck/water cannon						X	X	X	X			

YEAR 3**Goal: Ensure survival of trees planted in Year 2023 and begin assessment for future tree planting projects**

ACTIVITY	SERVICE	MATERIALS	J	F	M	A	M	J	J	A	S	O	N	D
Fertilizing	4 hours @ \$25.00/hr	Fertilizer										X		
Watering	3days/week @ \$85/week	Water cannon						X	X	X	X			
Monitoring/Map Inventory Program	50 hrs @ \$25/hr	Database – Arc View – GIS	X	X	X	X	X	X	X	X	X	X	X	X

Additional Requirements to Proposal

In addition to the specifications provided in Appendix A, the following must be completed:

- 1) Tree planting specifications - Part (A)
- 2) Final Work Inspection Form -Part (B)

Part (A) – Tree Planting

All tree planting projects must follow the Best Management Practices for Tree Planting, a special companion publication to the ANSI A300 Part 6: Tree, Shrub, and Other Woody Plant Maintenance – Standard Practices (Transplanting). This booklet covers bare root, containerized, and balled and burlap tree stock. Specifications are summarized here:

- ❑ **Time of Year** - The ideal time to plant a tree is when it is in a dormant condition, either in early spring before bud-break, or in the fall, after leaves have dropped. Weather conditions at these times are generally cool, allowing plants to establish new roots before the onset of harsh temperatures.
- ❑ **Location** – Visualize the tree in 20 years. Consider site restrictions (available growing space, soil, pavement, overhead/underground utilities, etc.) Call local utility services at least 2 days prior to digging to locate underground utilities. (Usually 811 or 1-800-424-5555 in MT)
- ❑ **Tree selection** –Carefully inspect trees and only purchase those that have a strong stem and no physical damage. Avoid trees with circling roots, severe pruning cuts, dead bark or signs of insects and disease.
- ❑ **Site preparation** – Dig a hole three times as wide as the root ball, but not deeper. Amending soil is not necessary unless planting in disturbed sites or poor soil quality. Break up compacted soil on sides of the hole, and leave bottom firm.
- ❑ **Tree preparation** – 1) Identify root flare - part of the trunk where the roots spread out at the base of the tree. Root flare should be visible after the tree has been planted. You may have to remove some soil from the top of the root ball to find the flare. 2) Cut away strings and burlap or plastic from around the trunk. If tree is container grown, carefully remove container.
- ❑ **Tree placement** – Lift tree into planting space by the root ball, not the trunk. Ensure tree is at proper depth and never plant too deep. Trunk flare and top of root ball should be at grade. Balance tree upright at center of planting space. Pull back burlap as much as possible without removing soil from the root ball.
- ❑ **Fill with soil** – Fill the hole while watering, periodically pausing to gently tamp base, ensuring the tree is firmly settling in the planting space. Finish filling soil just below the trunk flare.
- ❑ **Mulch** – Apply 2 inches of organic material i.e. wood chips or similar composted material. Leave bare soil around the trunk. Remove any tags, wrap, flagging, etc. from the tree. Such items were only meant as protection during transportation and installation.
- ❑ **Only stake if necessary** - Trees will establish more quickly and develop stronger trunk and root systems if they are not staked at the time of planting. However, protective staking may be required on sites where equipment, animal damage, vandalism or windy conditions are concerns. Use a wide, flexible tying material to avoid injuring trunk and allow the

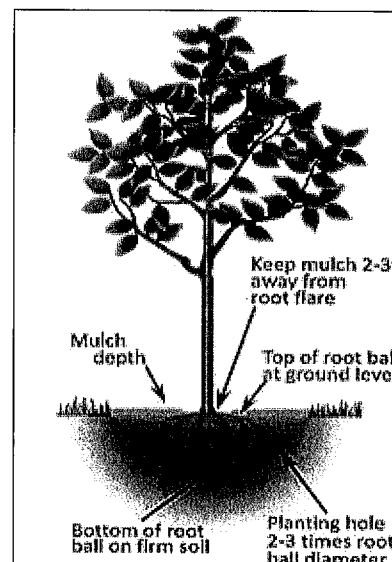
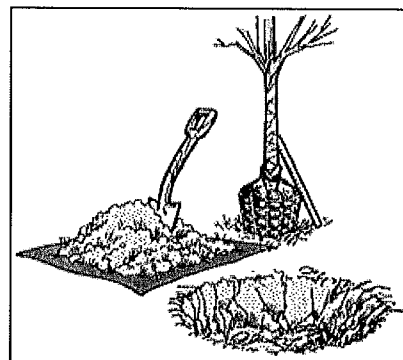


Diagram courtesy of San Antonio Parks and Recreation

Appendix C

tree to move or sway. Remove staking and ties after one year.

- ☐ **Establishment** – Do not fertilize at planting time. Water regularly throughout the first growing season (about once a week unless significant rainfall is received), but do not overwater. Keep lawn mowers and string trimmers away from tree to avoid wounding bark. Only prune dead or injured branches at time of planting.
- ☐ **Long term care & protection** – Have a 3-year annual inspection program to replace mulch, provide small tree training (light pruning cuts), and check for signs of stress, insects, disease, or vandalism. Keep trunk area free and clear of weeds and other competing vegetation. Put a fence around tree if site is a feeding ground for rabbits, deer, or other wildlife.

Part (B) – Project Inspection Form

Once the Subaward Project is complete, the Subrecipient must contact the DNRC regional urban forester to schedule a final project inspection. The inspection will verify that all required work has been completed and performed in accordance with state and program specifications. The Project Inspection Form must be completed by the DNRC regional urban forester or duly designated DNRC representative. Upon completion and submittal of the Project Inspection Form, a final payment of subaward agreement funds, including any funds that may have been withheld from earlier payment requests, is made to the Subrecipient. If the project is not inspected and approved by the DNRC regional urban forester, or deficiencies are found during inspection and not corrected, funds may be withheld from the Subrecipient.

Certificate Of Completion

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Janis Fontaine

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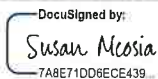
Susan Nicosia

nicosias@cityofcolumbiafalls.com

City Manager

8001014

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SignatureDocuSigned by:
Susan Nicosia
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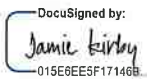
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Jamie Kirby

jamiekirby@mt.gov

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From time to time, Montana Dept of Natural Resources & Conservation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Montana Dept of Natural Resources & Conservation:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kgermaine@mt.gov

To advise Montana Dept of Natural Resources & Conservation of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at kgermaine@mt.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Montana Dept of Natural Resources & Conservation

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to kgermaine@mt.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Montana Dept of Natural Resources & Conservation

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to kgermaine@mt.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Montana Dept of Natural Resources & Conservation as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Montana Dept of Natural Resources & Conservation during the course of your relationship with Montana Dept of Natural Resources & Conservation.

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.7.

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)

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- 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.

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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: _____

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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.

Exhibit A – Engineer's Services

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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

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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.

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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.

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.

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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.

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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

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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: _____

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, February 15, 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 March 7, 2022 starting at 7:00 p.m. in the same location.

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

The applicant, DARCAR, is requesting a Planned Unit Development for property at 1123 9th Street West, Columbia Falls. The proposed PUD would allow the conversion of the basement to dormitory style apartments that could house up to four people. The main floor of the building will remain commercial use. The property is zoned CB-2 (General Business). The site is the State Farm Insurance building located just west of Backslope Brewing. The property is described as Lots 1, 2, & 3 excluding the S10 feet in Block 5 of Robindale in Section 8, Township 30 North, Range 20 West, P.M.M., Flathead County.

Interested persons are allowed to attend the hearing 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 Planned Unit Development, 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 14th day of January, 2022

Susan Nicosia

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

Publish: [Daily Interlake Sunday January 30th, 2022](#)

**ZONE CHANGE REQUEST
COLUMBIA FALLS AREA ZONING JURISDICTION
BACKSLOPE BREWING ANEX - PLANNED UNIT DEVELOPMENT
CITY OF COLUMBIA FALLS STAFF REPORT # CPUD-22-01
February 4, 2022**

A report to the Columbia Falls City County Planning Board and the City Council regarding a request for a Mixed Use Planned Unit Development overlay (PUD) on property zoned CB-2.

BACKGROUND INFORMATION

A. PETITIONERS

DARCAR Properties LLC
Attn: Darin Fisher
1107 9th St West
Columbia Falls, MT 59912

B. PETITIONER'S TECHNICAL ASSISTANCE

Same

C. LOCATION/DESCRIPTION

The property is located at 1123 9th St West in Columbia Falls and property was previously used for the State Farm Insurance office. The property is described as Lots 1, 2, & 3 excluding the south 10-feet, Block 5 of Robindale, Section 8, Township 30 North, Range 20 West, P.M.M., Flathead County.

D. REQUEST

The applicant is requesting a mixed use PUD overlay to develop a four bed dormitory in the basement of the former insurance building. The main floor will continue to be used for commercial use such as office or retail. The dormitory will provide housing for area employees, particularly J1 Visa holders that work for area restaurants, hotels and similar establishments.

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



Zoning Deviations requested with the PUD:

Mixed Use – The underlying CB-2 zoning district is primarily reserved for commercial uses of all types and very limited residential use. With the proposed PUD, there is the potential to add residential use to the mix. In this case the basement would be for residential use while the main floor would continue to be for commercial use. From the street, the commercial use would be all that is visible. This is the only deviation being requested by this PUD.

The PUD overlay¹ is intended to be 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. This particular site lends itself to the mixed use designation because the uses to the north are residential while the uses to the east and west are commercial uses. The mixed use recognizes the transitions between land uses in the area.

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

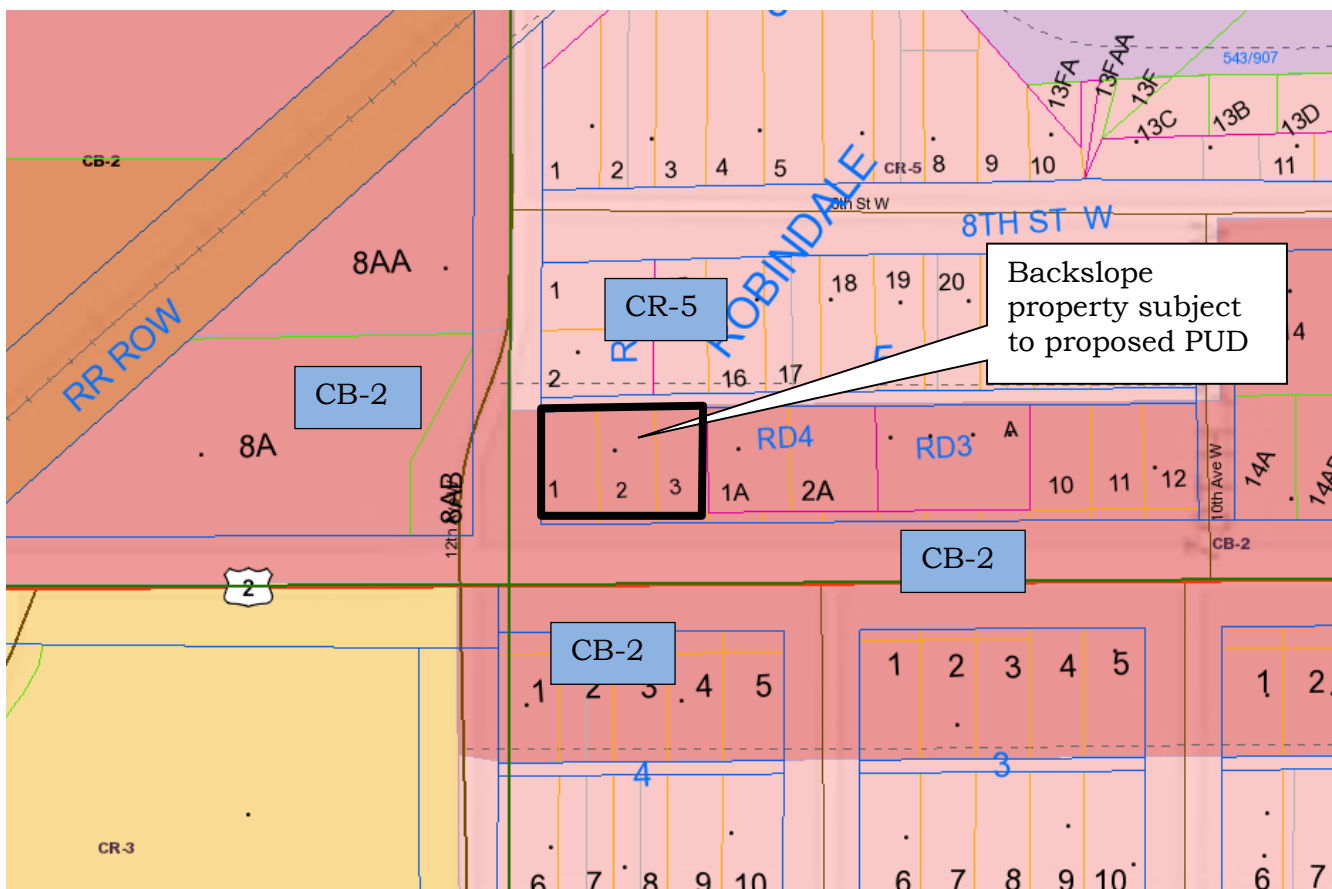
The proposed PUD complies with the basic land use category of the underlying zoning classification (CB-2) which has no minimum lot area, no minimum lot width, no maximum lot coverage, setbacks of 15-foot front, 5-foot side and 15-foot rear when abutting residential districts, and a maximum height limit of 35-feet. To get the mixed use aspect, the PUD was the best tool available.

F. EXISTING LAND USE

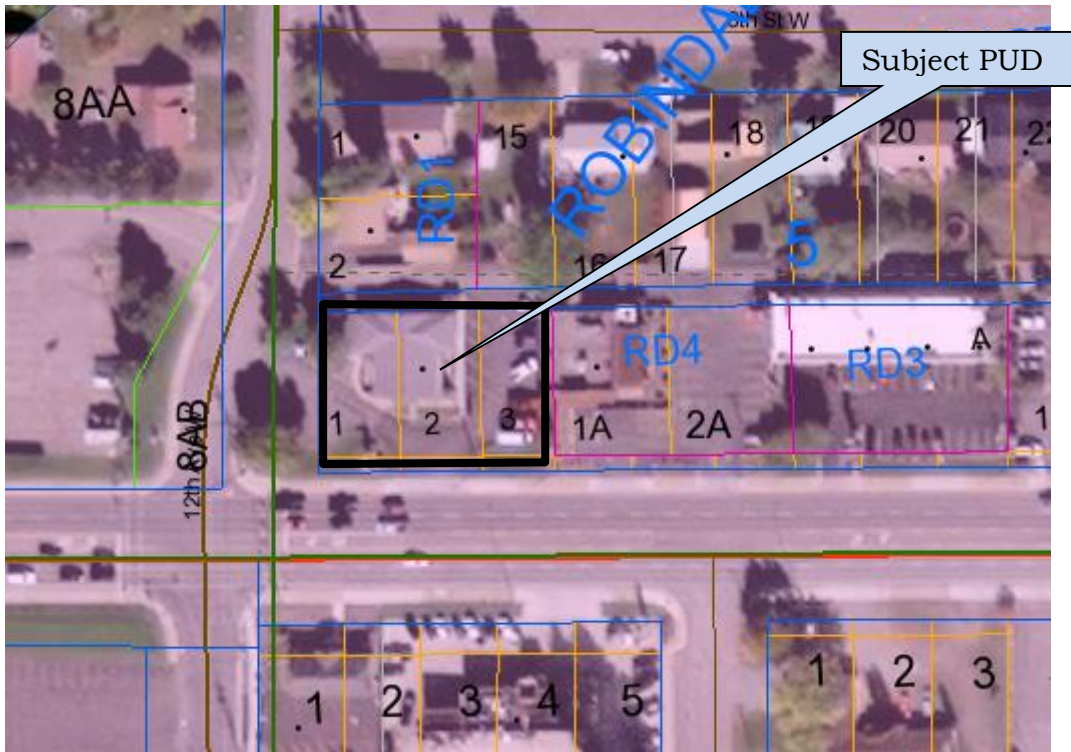
The subject site was until very recently the State Farm Insurance building. Backslope Brewing is located directly to the east and shares a parking lot with the subject building.

G. ADJACENT ZONING AND LAND USE:

North	CR-5	Residential
South	CB-2	Commercial – Rock Shop
East	CB-2	Backslope Brewery
West	CB-2	Burger King



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 subject property is an assemblage of 3 lots of record; overall the property measures approximately 114' by 150' = 17,100 square feet or 0.39 acres. The CB-2 zoning district does not have a minimum lot size, maximum lot coverage and typically does not have setback requirements except when abutting residential zoned properties.

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. The following findings are made:

1. Does the requested zone comply with the Growth Policy?

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.

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 provides workforce housing in a City that has recently seen housing prices double. The location of the proposed dormitory allows convenient pedestrian movement for future residents to walk to work, shopping, food, and recreation.

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

The parcel is located in the commercial business district along Highway 2, a major arterial. Highway 2 with four lanes of traffic and left hand turn lanes is designed to handle high volumes of traffic and associated commercial uses.

Having a residential building within walking distance of grocery, restaurants, office, and service businesses will reduce automobile congestion while potentially benefiting Highway 2 businesses.

The proposed four bed dormitory will have no negative impacts on the transportation system.

Parking – Based on Group Dwellings in the parking section of the zoning code the proposed PUD would require three parking spaces for the four-person dormitory (Two parking spaces for the first three persons and one space for each individual exceeding three. The lot currently has 14 parking spaces. The office building is 2500 square feet which requires six spaces. As a result, the property has adequate parking with the conversion of the basement to a four bed dormitory.

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

The infill project will be subject to building and fire code review. Otherwise, there are no impacts to health and safety.

4. Will the requested change promote 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-2 which anticipates dense development and the project will connect to municipal sewer and water services.

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

The site is zoned CB-2 which is the “General Business District”. This zone has no maximum lot coverage requirements and only requires a setback when abutting a residential zone, meaning the north boundary in this instance. However, as this is an infill project that is only converting the use of the existing basement, open space requirements are not applicable to the project and the underlying zoning provides adequate light and air.

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

The property is zoned CB-2 (General Business) and this zoning designation anticipates intensive commercial uses including: service stations, auto sales, offices, grocery stores, bars and restaurants to name a few. The proposed addition of four dormitory beds with the PUD will not overcrowd the land.

7. 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 commercial and residential use.

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

The property is located along US Highway 2 with a significant commercial presence. The property is served by City sewer and water facilities. There is a sidewalk along both sides of Highway 2. There are schools within walking distance of the site but the house is generally geared toward young adults working in nearby businesses.

9. 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-2 zoning and neighboring commercial uses by providing much needed workforce housing to the Columbia Falls Community. The mixed use PUD will also blend the commercial uses with the residential uses to the north.

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

The character of the neighborhood is commercial but there are also residential uses in close proximity as well as churches, daycare facilities and other non-commercial uses. As the intent of the PUD is to provide much needed workforce housing to the area, the proposed PUD does give consideration to the neighborhood.

11. Will the new zoning affect property values?

Until very recently the property was used as an office. The property is very well kept and the conversion of the basement to a two bedroom, four bed, dormitory will not change the outward appearance of the building and therefore should have zero impact on property values.

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

The property is zoned CB-2 (General Business). The proposed use of workforce housing is almost accessory to the commercial use and is therefore appropriate in this location.

SUMMARY

The PUD request conforms to the Columbia Falls City Growth Policy and the findings as discussed above. The project will be fully served by Municipal services, sidewalks, and public streets. The requested mixed-use PUD is consistent with the neighboring uses.

RECOMMENDATION

Staff recommends Columbia Falls City-County Planning Board and Zoning Commission adopt Staff Report #CPUD-22-01 as findings of fact and recommends approval of the PUD to the Columbia Falls City Council subject to the following conditions:

1. The City Council approves a PUD in an area less than two acres.
2. The Backslope Brewery Annex PUD will allow the following deviations:
 - a. Mixed use with residential and commercial use.
3. The basement dormitory is limited to two bedrooms with two beds in each room for a total occupancy of four residents. The main floor use is subject to the CB-2 Zoning
4. The applicant shall secure a building permit from the City of Columbia Falls and the project shall meet all building and Fire Codes.
5. 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

APPLICATION FOR PLANNED UNIT DEVELOPMENT (PUD)

Project Name: Backslope Brewing Annex
 Name of Applicant: DARCAR Properties LLC (Darin Fisher main contact)
 Mailing Address: 1107 9th ST W
 City/State/Zip: Columbia Falls, MT, 59912 Phone: 406-260-1495
 Name and address of owner if different than applicant:
 Name: _____
 Mail Address: _____
 City/State/Zip: _____ Phone: _____
 Technical Assistance: _____
 Mail Address: _____
 City/State/Zip: _____ Phone: _____
 If there are others who should be notified during the review process, please list those.

Check One:

- ☒ X Initial PUD Proposal
☐ Amendment to an existing PUD

Property Address: 1123 9th St W
 Total Area of Property: .39 acres
 Legal description including section, township, range: Lot 1,2, &3 Excluding S 10' in Block 5 of Robindale in S8 – T30N – R20W

The present zoning of the above property is: CB2

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.

Remodel the existing office building at 1123 9th St W to allow for commercial and retail space on the main floor and apartments/living area in the basement. Basement area will most likely be configured as small dormitory-style apartments with a common living area. The aim for this type of housing is to recruit J1 Visa seasonal workers or other types of seasonal workers. The housing could be used as a long term residential rental, but that is not as ideal for the layout. The housing would never be used as a short-term vacation rental.

PAID

DEC 08 2021

CITY OF COLUMBIA FALLS

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

Remodel of approximately 30% of the main floor and 100% of the basement will be accomplished during Spring/Summer of 2022. Remaining remodel of the main floor will be accomplished once funding allows and highest/best use presents itself.

- 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;

CB2 zoning allows for residential apartment within the same building as the permitted principal use; this has generally been intended for on-site caretaker or owner/operator living on premise of the business. The plan is to build apartments or dormitory style living space with shared living spaces to allow for workforce housing. The Flathead Valley is in the midst of a severe housing crisis, and this will provide necessary workforce housing.

- 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;

The open space on this property will remain the same, we are only remodeling the inside, not adding on to the building. Lot size is approximately 17,000 sq. ft., the building footprint is approximately 2500 sq. ft. The majority of the lot will remain parking and open landscaped space.

- 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;

Property is located in the city of Columbia Falls and has city services. It is located on the corner of Hwy 2 and 12th St, with a paved alley to provide vehicle and emergency access on 3 sides of the property. It has a full sidewalk on Hwy2.

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

Zoning directly North of the property is CR5 (Two Family Residential); East, South and West is all CB2 (General Business). Since PUD would support both residential and commercial activity it can serve as bridge between the two zones.

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

Allowing for workforce housing in the building will not change commercial storefront nature of the highway frontage. Since this property borders both commercial and residential areas, it can act as a bridge between the zones and won't significantly alter the character of the neighborhood. Additionally, there is already a similar situation with mixed commercial/residential use a block away on Hwy 2: Columbia Falls Rental and Real Estate has an office component and 4 apartments all in the same building.

- 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;

N/A

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

It will promote an adequate supply of affordable workforce housing in a compatible and harmonious manner, as recommended on page 28 of the 2019 Growth Policy:

“Planned Unit Development in:

- a. Utilize in areas where both residential and commercial uses are planned so that the uses are designed in a compatible and harmonious manner. “

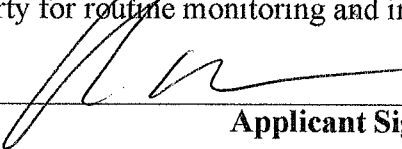
- 10) Include site plans, drawings and schematics with supporting narratives where needed that include the following information:
- a. Total acreage and present zoning classifications;
 - b. Zoning classification of all adjoining properties;
 - c. Density in dwelling units per gross acre;
 - d. Location, 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.

As all of the aspects of this PUD application involve an existing building with the only changes being on the interior, most of the above seems NA. Info regarding acreage and zoning is noted above in other answers. Please let me know if I need to provide additional information.

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

12/6/2021

 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.

COLUMBIA FALLS

PUBLIC HEARING

Item No. 8.

The Columbia Falls City-Council Board will hold a public hearing on the following item, at the meeting on Tuesday, January 15, 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, March 7, 2021 starting at 7:00 p.m. in the same location.

Request for a Planned Unit Development in the Columbia Falls Zoning Jurisdiction.

The applicant, DARCAR, is requesting a Planned Unit Development for property at 1123 8th Street, West, Columbia Falls. The proposed PUD would allow the conversion of the basement to dormitory style apartments that could house up to four people. The main floor of the building will remain commercial use. The property is zoned CB-2 (General Business). The site is the State Farm Insurance building located just west of Backslope Brewing. The property is described as Lots 1, 2, & 3 excluding the S10 feet in Block 5 of Robindale in Section 8, Township 30 North, Range 120 West, P.M.M. Flathead County.

Interested persons are allowed to attend the hearing 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@cityofcolumbiatfalls.com. For more information on the proposed Planned Unit Development, 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 14th day of January 2022.

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

January 30, 2022
MNA:CLP

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. 28288

LEGAL ADVERTISEMENT WAS PRINTED AND PUBLISHED IN THE REGULAR AND ENTIRE ISSUE OF SAID PAPER, AND IN EACH AND EVERY COPY THEREOF ON THE DATES OF JANUARY 30, 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

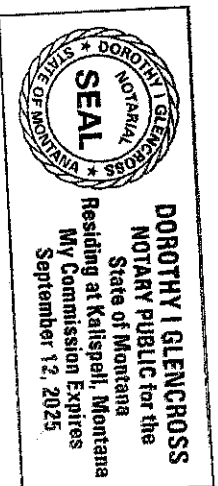
Subscribed and sworn to
Before me this, January 30, 2022

Dorothy I. Glencross

Dorothy I. Glencross

Notary Public for the State of Montana
Residing in Kalispell

My commission expires 9/12/2025





Planning Department

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

PHONE (406) 892-4391

FAX (406) 892-4413

Item No.8.

January 14, 2022

Re: Public hearing notice for a Planned Unit Development (PUD) for property located at 1123 9th Street West.

Dear Adjacent Property Owner:

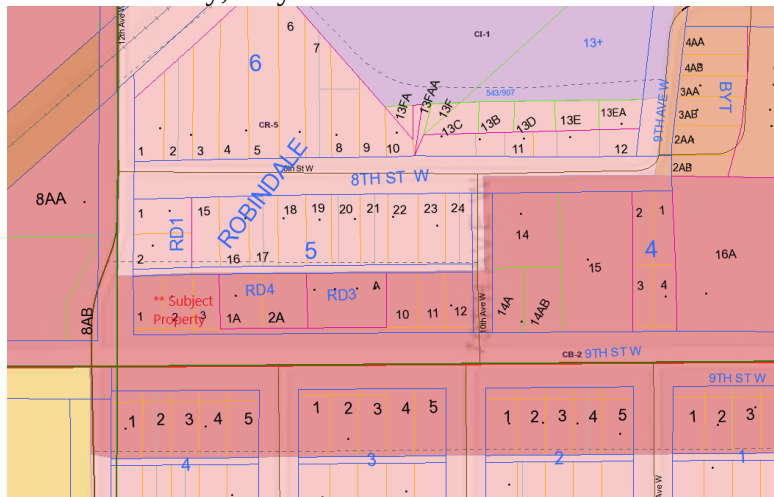
Our records indicate that you are the owner of property within 150-feet of the proposed project.

As the Planning Staff for the Columbia Falls Planning Jurisdiction, I am writing to provide you with a notice of a public hearing for a Planned Unit Development (PUD) overlay. The PUD is a zoning tool that allows zoning regulations to be tailored to a specific situation. In this case, the applicant wants to convert the basement of the existing office building to a residential dormitory style residence to support housing needs of nearby commercial uses. The property is described as Lots 1, 2, & 3 excluding the S10 feet in Block 5 of Robindale 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 February 10, 2022 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 emailed and/or passed out at the hearing.

Sincerely,

Eric H. Mulcahy, City Planner



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, February 15, 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 March 7, 2021 starting at 7:00 p.m. in the same location.

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

The applicant, DARCAR, is requesting a Planned Unit Development for property at 1123 9th Street West, Columbia Falls. The proposed PUD would allow the conversion of the basement to dormitory style apartments that could house up to four people. The main floor of the building will remain commercial use. The property is zoned CB-2 (General Business). The site is the State Farm Insurance building located just west of Backslope Brewing. The property is described as Lots 1, 2, & 3 excluding the S10 feet in Block 5 of Robindale in Section 8, Township 30 North, Range 20 West, P.M.M., Flathead County.

Interested persons are allowed to attend the hearing 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 Planned Unit Development, 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 14th day of January, 2022

Susan Nicosia

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

Publish: Daily Interlake Sunday January 30th, 2022

CITY OF COLUMBIA FALLS PLANNING BOARD MEETING MINUTES HELD FEBRUARY 15, 2022

REGULAR MEETING – 6:30 PM.

CALL TO ORDER AND ROLL CALL: Acting Chairman Kavanagh called the meeting to order at 6:31 PM.

PRESENT

Vukonich (Arrived 6:33 pm)

Nelson

Byrd-Rinck

Lundgren

Duffy

Kavanagh

Singer

ABSENT

Smith

Shepard

Also Present: Contract Planner Eric Mulcahy, City Manager/Zoning Administrator Susan Nicosia, and City Attorney Justin Breck (Via ZOOM)

ANNUAL ELECTION OF PRESIDENT AND VICE-PRESIDENT:

Duffy motioned to nominate Vukonich for the position of Planning Board President and it was seconded by Nelson. All members voted in favor of the motion. Duffy motioned to nominate Shepard as Vice President and it was seconded by Singer. Motion carried with all those present voting in favor. Vukonich then arrived at the meeting and accepted his appointment as President of the Planning Board. Kavanagh relinquished his Acting Chairman position to Vukonich.

APPROVAL OF MINUTES:

1. Approval of October 12, 2021 Regular Meeting Minutes

Motion made by Kavanagh to approve the October 12, 2021 minutes as presented, seconded by Nelson. Motion carried with all those present voting in favor: Vukonich, Nelson, Byrd-Rinck, Lundgren, Duffy, Kavanagh, and 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:

1. **Request for a Planned Unit Development in the Columbia Falls Zoning Jurisdiction:**

The applicant, DARCAR, is requesting a Planned Unit Development for property at 1123 9th Street West, Columbia Falls. The proposed PUD would allow the conversion of the basement to dormitory style apartments that could house up to four people. The main floor of the building will remain commercial use. The property is zoned CB-2 (General Business). The site is the State Farm Insurance building located just west of Backslope Brewing. The property is described as Lots 1, 2, & 3 excluding the South 10 feet in Block 5 of Robindale in Section 8, Township 30 North, Range 20 West, P.M.M., Flathead County.

FEBRUARY 15, 2022

Planner Eric Mulcahy presented Staff Report CPUD-22-01 Request for a Planned Unit Development, reviewing the zoning deviation requested with the PUD: Mixed Use with residential. There was no written public comment received for this PUD Request. Vukonich asked if there were any questions for staff. No technical questions were raised.

At 6:40 pm, Vukonich opened the public hearing and invited the applicant, Darin Fisher, to address the Board. Mr. Fisher stated that he was at the hearing to speak in favor of his project and to answer any questions. Mr. Fisher explained his project to the Planning Board in more detail, clarifying the “dormitory style living” as two bedrooms with two beds each will be in the basement, one and a half baths, two toilets, and one shower, a large kitchen and living area will be built. The rear of the upstairs area will be a prep kitchen for Backslope Brewery and the front area is to be determined but will include retail. Mr. Fisher has talked to the Fire Chief regarding installing new egress windows in the basement. The target tenants will be J-1 Visa holders and seasonal workers for Backslope Brewing. Mr. Fisher noted that all access to basement area will be private and there will be no structural changes to the building.

Chairman Vukonich closed the public hearing at 6:45 pm and asked the Board members if they had any questions.

Vukonich commented that this project will probably be looked at very intensely by subsequent businesses and people, if this works then more projects like this will come. Kavanagh stated that this property is appropriate for this kind of dormitory residential use. Duffy wondered if dormitory type residence projects would spread out into residential areas. Planner Eric Mulcahy said he does not think it will be a concern as a similar project in a single-family residential zone would not catch any traction. Singer says you can’t control who lives in a single-family residence and there could be a lot of people living there. City Manager/Zoning Administrator Susan Nicosia stated that we define family in our zoning regulations as one or more persons related by blood or a group of not more than 4 unrelated persons. She continued by saying that there are businesses buying multi-bedroom homes for employee housing and they are still maintaining integrity as a single-family home. The City does not anticipate 20 employees in a single-family home and we would not see a dormitory in single-family residential zoning. Mulcahy says this project is not precedent setting in a negative way, it is precedent setting in a positive way. Vukonich commented that it is necessary to take what is there and modify it in the right and proper way to provide more housing and this is project is a good example.

Motion made by Duffy to adopt Staff Report CPUD-22-01 as findings of fact, Seconded by Lundgren. Motion carried with everyone present voting as follows: AYE: Vukonich, Nelson, Byrd-Rinck, Lundgren, Duffy, Kavanagh, and Singer NAYE: None Absent: Smith, Shepard

Motion made by Kavanagh to Recommend Approval of PUD to City Council, Seconded by Byrd-Rinck. Motion carried with everyone present voting as follows: AYE: Vukonich, Nelson, Byrd-Rinck, Lundgren, Duffy, Kavanagh, Singer NAYE: None Absent: Smith, Shepard

ADJOURNMENT – Motion made by Nelson to adjourn meeting. Meeting duly adjourned at 7:03 PM.

Chairman

Attest:

Public Works Clerk

**CITY OF COLUMBIA FALLS
NOTICE OF PUBLIC HEARING**

HB 473 Bridge and Road Safety and Accountability Program Funds

The Columbia Falls City Council will hold a public hearing for the purpose of allocating HB 473 Bridge and Road Safety and Accountability Program Funds on Monday, March 7, 2022 at 7:00 p.m. The hearing will be held in the Council Chambers, City Hall, 130 6th ST. West, Columbia Falls, MT and available virtually via ZOOM.

The City Council is proposing to request distribution of the 2022 HB 473 funds in the amount of \$128,639.78 to overlay or reconstruct the streets listed as the highest priority need in the City's street condition report.

Citizens are encouraged to attend the hearing or to provide written comments to City Clerk Barb Staaland at 130 6th Street West, Columbia Falls, MT 59912 or via email: staalandb@cityofcolumbiafalls.com

Dated this 22nd day of February, 2022

Barb Staaland
City Clerk

Publish: Daily Interlake Wednesday February 23rd and Wednesday March 2nd, 2022

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, March 15, 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 April 4, 2022 starting at 7:00 p.m. in the same location.

Request for a Preliminary Plat for a 10 Unit RV Park:

The applicant, Clark W Griz LLC is requesting Preliminary Plat approval to construct a 10 space RV Park for property at 201 Highway 2 East, Columbia Falls. The property is zoned CB-2 (General Business) which allow RV Parks as a permitted use. The proposed RV Park is adjacent to the Columbia Falls RV Park. The property is described as Lot 3 of the D & G Subdivision in Section 8, 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 Planned Unit Development, 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 February, 2022

Susan Nicosia

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

Publish: [Daily Interlake Sunday February 27th, 2022](#)

**CITY OF COLUMBIA FALLS
NOTICE FOR SECOND PUBLIC HEARING
COMMUNITY DEVELOPMENT BLOCK GRANT**

The City of Columbia Falls will hold a public hearing on Monday, March 21st at 7:00 pm, in the City Council Chambers, City Hall, 130 6th Street West, Columbia Falls, Montana for the purpose of obtaining public comment on a proposed application for a public facilities project, Boys and Girls Club, located in the City of Columbia Falls under the Montana Community Development Block Grant Program administered by the Montana Department of Commerce. At the public hearing, the proposed project will be explained, including the purpose and proposed area of the project, activities, budget, and possible sources of funding. All interested persons will be given the opportunity to ask questions and to express their opinions regarding this proposed project.

Comments may be given orally at the hearing or submitted in writing on or before Thursday, March 18th to be included in the Council packet. Comments received after that date will be handed out at the meeting. Written comments carry the same weight as verbal comment during the hearing.

DATED THIS 7th March 2022

Barb Staaland, City Clerk

Publish: Daily Interlake Wednesday March 9th and Wednesday March 16th

March 7, 2022

To: Mayor & Council

From: City Manager Nicosia

Re: Unfinished Business – Public Facility CDBG Application

During the February 22nd public hearing on community needs assessment we heard significant public testimony regarding support for a public facilities CDBG grant application for the Boys and Girls Club. Based on the testimony, I have prepared the notice of second hearing to specifically review the proposed project. The Boys and Girls Club staff completed a survey of the students they are serving and 60% of the students are in the LMI level. CDBG project funding requires that the applicant is serving at least 51% LMI individuals. The grant application is due March 31st and requires work on both the City and Boys and Girls Club staff to complete and coordination with MT DOC staff. That being said, the project cannot move forward without council consent and the second hearing on March 21st.

Additionally, at the March 21st Council meeting, Council would also have to approve a resolution authorizing the submission of the grant application by the City of Columbia Falls.

I am requesting Council approval of the second public hearing to consider the Boys and Girls Club project.

March 7, 2022

To: Montana Board of Crime Control
Re: Letter of Support for the Northwest Montana Drug Task Force

The Northwest Montana Drug Task Force has been enforcing drug laws and educating the public in Northwest Montana since 1984. The success of this task force over the years is widely known and has proved to be a major deterrent in the use, distribution and manufacture of illegal drugs. The City of Columbia Falls added the School Resource Officer assignment within the Police Department beginning in 2003 based on a strong recommendation of the NW Drug Task Force to do so to combat the use of drugs within our community.

The use of illegal drugs throughout our community continues to increase and brings with it increased crimes such as thefts, burglaries and domestic violence have a widespread impact on our citizens.

The Northwest Montana Drug Task Force has demonstrated the ability to work with state, local and federal agencies to prosecute major drug trafficking organizations in Northwest Montana.

The Northwest Montana Drug Task Force has earned the trust and support of our community through not only enforcement but also education.

The Northwest Montana Drug Task Force has trained many of the local law enforcement, fire and EMS personnel in regards to methamphetamine labs and the hazards they present as well as current drug trends.

The City of Columbia Falls fully supports the Northwest Drug Montana Task Force and any funding to continue the operation of this productive task force.

Sincerely,

Donald Barnhart, Mayor

FIRST READING

ORDINANCE NO.815

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLUMBIA FALLS, MONTANA, AMENDING THE COLUMBIA FALLS ZONING MAP TO ALLOW THE DEVELOPMENT OF A PLANNED UNIT DEVELOPMENT (PUD) OVERLAY FOR THE PROPERTY LOCATED AT 1123 9th STREET WEST, COLUMBIA FALLS, FURTHER DESCRIBED AS LOTS 1, 2 & 3 EXCLUDING THE SOUTH 10 FEET IN BLOCK 5, ROBINDALE SUBDIVISION IN SECTION 8, TOWNSHIP 30 NORTH, RANGE 20 WEST, P.M.M., FLATHEAD COUNTY, MONTANA.

WHEREAS, DARCAR Properties, 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-2 General Business at 1123 9th Street West, Columbia Falls, further described as Lots 1, 2 & 3 excluding the South 10 feet in Block 5, Robindale Subdivision, Section 8, Township 30 North, Range 20 West, P.M.M., Flathead County, Montana; and

WHEREAS, the Columbia Falls Planning Department, on February 15, 2022, in Staff Report CPUD-22-01, recommended approval of the requested Planned Unit Development (PUD), 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 February 15, 2022, at which the Board adopted Staff Report CPUD-22-01 and recommended approval of the requested 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, March 7, 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 PUD request, subject to certain conditions, is in the best interest of the City and that the unique character of the property justifies approval of a PUD of less than two acres.

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-22-01, dated February 15, 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-2 General Business will allow

FIRST READING

the owner to provide mixed use including commercial and limited residential on property located at 1123 9th Street West, further described as Lots 1, 2 & 3 excluding the south 10 feet, Block 5 of Robindale Subdivision, Section 8, Township 30 North, Range 20 West, P.M.M., 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 the Columbia Falls City Growth Policy and will encourage appropriate use of the land and the requested mixed-use PUD is consistent with the neighboring uses that are both commercial and residential.

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 MARCH, 2022, THE COUNCIL VOTING AS FOLLOWS:

AYES:

NOES:

ABSENT:

City Clerk

APPROVED BY THE MAYOR OF COLUMBIA FALLS, MONTANA THIS ____ DAY OF MARCH, 2022.

Mayor

ATTEST:

City Clerk

FIRST READING

EXHIBIT A

1. The City Council approves a PUD in an area less than two acres.
2. The Backslope Brewery Annex PUD will allow the following deviations:
 - a. Mixed use with residential and commercial use.
3. The basement dormitory is limited to two bedrooms with two beds in each room for a total occupancy of four residents. The main floor use is subject to the CB-2 Zoning
4. The applicant shall secure a building permit from the City of Columbia Falls and the project shall meet all building and Fire Codes.
5. 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.

Columbia Falls Fire Department Incident Breakdown

2022	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	2022
Dispatches	20	18											38	Dispatches
ALS Medical Total	2	1											3	ALS Medical Total
BLS Medical Total	3	5											8	BLS Medical Total
Medical CPR	2	0											2	Medical CPR
Medical ALS	0	0											0	Medical ALS
Medical BLS	3	0											3	Medical BLS
Medical Lift Assist	0	0											0	Medical Lift Assist
MVA with injury	2	1											3	MVA with injury
Extrication	1	1											2	Extrication
Ambulance Driver	0	0											0	Ambulance Driver
MVA non injury	0	5											5	MVA non injury
Airport Emergency	0	0											0	Airport Emergency
Traffic Control	0	0											0	Traffic Control
HazMat	0	1											1	HazMat
Hazardous Conditions	3	1											4	Hazardous Conditions
CO	1	0											1	CO
Gas Leak/Odor inside	0	1											1	Gas Leak/Odor inside
Gas Leak/Odor outside	0	0											0	Gas Leak/Odor outside
Powerline	2	1											3	Powerline
Other	0	1											1	Other
Service	0	1											1	Service
Good Intent	0	1											1	Good Intent
Fire Alarm	0	0											0	Fire Alarm
False Alarm	4	3											7	False Alarm
Illegal burn	1	0											1	Illegal burn
Smoke Investigation, outside	0	0											0	Smoke Investigation, outside
Smoke Investigation, inside	0	1											1	Smoke Investigation, inside
Cancelled enroute	6	1											7	Cancelled enroute
Fire, residential	0	1											1	Fire, residential
Fire, chimney	0	0											0	Fire, chimney
Fire, commercial	1	0											1	Fire, commercial
Fire, vehicle	0	1											1	Fire, vehicle
Fire, vegetation, grass	0	0											0	Fire, vegetation, grass
Fire, vegetation, wildland	0	0											0	Fire, vegetation, wildland
Dispatch Totals	20	18											38	Dispatch Totals
Structure fires	1	1											2	Structure fires
Acres burned	0	0											0	Acres burned

Item No.14.

