



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

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

**CITY COUNCIL REGULAR MEETING
AGENDA
MONDAY, NOVEMBER 15, 2021
COUNCIL CHAMBERS CITY HALL**

FINANCE COMMITTEE – 6:30 P.M

(Barnhart, Piper, Robinson)

NOTE: The Council Meeting is held in the Council Chambers as well as by virtual meeting to provide access and public health. Please contact Barb Staalnd, City Clerk, 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 - November 15, 2021 - \$115,107.79
- 2.** Approval of Payroll Claims - November 12, 2021 - \$83,261.49
- 3.** Approval of November 1, 2021 Regular City Council Meeting Minutes
- 4.** Approval of Updated Job Description - Building, Planning and Public Works Clerk
- 5.** Authorize City Manager to execute the Memorandum of Understanding - 2021 Assistance to Firefighters Grant
- 6.** Authorize City Manager to Execute the ARPA Water & Sewer Grant Agreement - Biosolids Management Plan
- 7.** Approve City Manager's Execution of the EDA Project Engineering Contract with Morrison Maierle
- 8.** Approval of Homeland Security Operation Stonegarden 2019-2022 Grant - Pass Thru Flathead County and authorize City Manager to sign.

VISITORS/PUBLIC COMMENT (Items not on agenda)

EMPLOYEE RECOGNITION:

5 YEAR PIN - CLINT PETERS, CHIEF OF POLICE

OATH OF OFFICE:

- [9.](#) Appointment of Volunteer Firefighter - Shawn Hogan

NEW BUSINESS:

- [10.](#) Approval of Greater Valley Health Center Letter of Support - HRSA-22-007 Federal Funding

UNFINISHED BUSINESS:

ORDINANCES / RESOLUTIONS:

- [11.](#) **Second and Final Reading** - An Ordinance of the City Council of the City of Columbia Falls, Montana, Amending the Columbia Falls Zoning Map to Add the Marijuana Business Overlay Zone

REPORTS / BUSINESS FROM MAYOR & COUNCIL

CITY MANAGER REPORT

CITY ATTORNEY REPORT

MISCELLANEOUS

- [12.](#) Finance - October Activity
[13.](#) Police - October Activity
[14.](#) Correspondence

ADJOURN

Next Scheduled Meetings:

City Council – Regular Meeting, **December 6, 2021** – 7:00 PM

Planning Board – TBD

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CITY OF COLUMBIA FALLS
Claim Approval List
For the Accounting Period: 11/21

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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
42553		3061 406 INNOVATIVE SOLUTIONS LLP	874.88							
	110421	11/04/21 WTR-NEW BACKFLOW & INSTALL	538.50			5210	430500	230		101000
	110421	11/04/21 SWR- BACKFLOW REPAIR	336.38			5310	430600	360		101000
		Total for Vendor:	874.88							
42546		912 BIG SKY FIRE EQUIPMENT	423.74							
AMK24		SPREADER SN:1010685								
AMKUS		WARRANTIED BROKEN PISTON								
	0501468	11/05/21 FIRE-AMK 24/ AMKUS REPAIR	423.74			1000	420400	360		101000
		Total for Vendor:	423.74							
42544		6 BLACK MOUNTAIN SOFTWARE, INC.	4,638.25							
SALES		TAX SOFTWARE FINAL PAYMENT								
	27394	11/05/21 FIN-SALES TAX SOFTWARE FINAL	4,638.25			1000	410500	363		101000
		Total for Vendor:	4,638.25							
42507		1700 BRECK LAW OFFICE, PC	6,651.55							
	110221	11/02/21 LGL-FEES FOR DEC 21	1,370.59			1000	411100	350		101000
	110221	11/02/21 CITY CRT PROS-FEES FOR DEC 21	3,502.76			1000	410365	350		101000
	110221	11/02/21 WTR-FEES FOR DEC 21	548.23			5210	430500	350		101000
	110221	11/02/21 SWR-FEES FOR DEC 21	548.23			5310	430600	350		101000
	110221	11/02/21 PLNG/ZONING FEES DEC 21	274.12			1000	411000	350		101000
	110221	11/02/21 PD-FEES FOR DEC 21	110.81			1000	420100	399		101000
	110221	11/02/21 WTR-FEES FOR DEC 21	24.62			5210	430500	357		101000
	110221	11/02/21 SWR-FEES FOR DEC 21	36.94			5310	430600	357		101000
	110221	11/02/21 STRS-FEES FOR DEC 21	49.24			2500	430200	399		101000
	110221	11/02/21 LGL-FEES FOR DEC 21	147.74			1000	411100	350		101000
	7-16	11/02/21 LGL-POST COMPLAINT SHIPPING	38.27			1000	411100	351		101000
		Total for Vendor:	6,651.55							
42527		1260 CARQUEST AUTO PARTS	48.81							
	11126	10/28/21 STRS-AIR FILTER	8.04			2500	430200	232		101000
	11126	10/28/21 STRS-OIL FOR SNOW PLOW	40.77			2500	430200	231		101000
		Total for Vendor:	48.81							

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42557		999999 CENTENNIAL LOG HOMES	78.03					
41		HIDDEN CEDAR PIF WAS CHARGED FOR A 1 IN METER BUT A 3/4 METER WAS INSTALLED. REFUND THE COST DIFFERENCE.						
		110921 11/09/21 WTR-REFUND OVERPMT ON METER	78.03			5210 430500	230	101000
		Total for Vendor:	78.03					
42542	E	2852 CHARTER COMMUNICATIONS	124.98					
		4103121 10/31/21 PD-INTERNET 11/1-11/30/21	124.98			1000 420100	355	101000
		Total for Vendor:	124.98					
42558		1145 CITY OF WHITEFISH BUILDING	6,690.45					
		Permits issued for OCTOBER 2021						
		103121 10/31/21 BUILDING PERMITS 10/21	6,285.50			2394 420500	398	101000
		103121 10/31/21 ELECTRICAL PERMITS 10/21	42.25			2394 420500	398	101000
		103121 10/31/21 MECHANICAL PERMITS 10/21	154.70			2394 420500	398	101000
		103121 10/31/21 PLUMBING PERMITS 10/21	208.00			2394 420500	398	101000
		Total for Vendor:	6,690.45					
42559		776 COL.FALLS VOLUNTEER FIRE	3,712.25					
		September and October collections.						
		111021-X 11/10/21 SEPT TAX RECEIPTS - REAL	361.43			7120 212520		101000
		111021-X 11/10/21 SEPT TAX RECEIPTS - PP	110.04			7120 212520		101000
		111021-X 11/10/21 SEPT TAX - P&I	19.93			7120 212520		101000
		111021-X 11/10/21 INTEREST ON BALANCE AUG&SEPT	1.48			7120 212520		101000
		111021-X 11/10/21 STATE ENTITLEMENT	2,079.22			7120 212520		101000
		111021-Y 11/10/21 OCT TAX RECEIPTS - REAL	2.32			7120 212520		101000
		111021-Y 11/10/21 OCT TAX RECEIPTS - PP	1,137.05			7120 212520		101000
		111021-Y 11/10/21 OCT TAX - P&I	0.46			7120 212520		101000
		111021-Y 11/10/21 INTEREST ON BALANCE	0.32			7120 212520		101000
		Total for Vendor:	3,712.25					
42516		1711 COMFORT SYSTEMS USA	2,498.25					
		CHANGED OUT CONTROL MODULE, REPLACED LEAKING PUMP SEALS. CHANGED FILTERS & BELTS						
		92005804 10/29/21 FAC-BOILER REPAIR, PARTS&LAB	2,023.62			1000 411200	366	101000
		92005668 10/21/21 FAC-BOILER MAINT	474.63			1000 411200	366	101000
		Total for Vendor:	2,498.25					

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42513		1760 CULLIGAN	81.55					
	154165	10/25/21 WTR-7 GALLONS WASA CHLORINE	81.55			5210 430500	220	101000
		Total for Vendor:	81.55					
42540		927 CURRIER'S CERTIFIED WELDING, SNOW PLOW PARTS	492.00					
	5169	11/03/21 STRS-SNOW PLOW PARTS	492.00			2500 430200	232	101000
		Total for Vendor:	492.00					
42548		3011 DENHAM, GARY	54.64					
2021		DODGE DURANGO REGISTRATION VIN#1C4RDJFG3MC659409						
	24664183	11/08/21 PD-2021 DURANGO REGISTRATION	54.64			1000 420100	390	101000
		Total for Vendor:	54.64					
42541		777 DIAMOND PLUMBING & HEATING, INC.	540.00					
	T&M1121-10	11/05/21 FAC-FILTER INSTALL LABOR &	540.00			1000 411200	360	101000
		Total for Vendor:	540.00					
42505		532 DON "K" CHEVROLET	116.96					
2020		RAM OIL CHANGE						
	6097950/1	11/02/21 PD-2020 RAM OIL CHANGE	116.96			1000 420100	361	101000
		Total for Vendor:	116.96					
42521	E	1879 EVERGREEN WASTE CONNECTIONS	528.30					
	110121	11/01/21 FAC-10/1/21-10/31/21	75.62			1000 411200	340	101000
	110121	11/01/21 STRS-10/1/21-10/31/21	224.92			2500 430200	340	101000
	110121	11/01/21 WTR-10/1/21-10/31/21	94.99			5210 430500	340	101000
	110121	11/01/21 SWR-10/1/21-10/31/21	62.98			5310 430600	340	101000
	110121	11/01/21 PRKS-10/1/21-10/31/21	69.79			1000 460400	340	101000
		Total for Vendor:	528.30					
42552		438 FERGUSON WATERWORKS	526.51					
	0800903	11/01/21 WTR-METER & SUPPLIES	352.99			5210 430500	230	101000
	0801453	10/28/21 WTR-BLUE SPRAY PAINT	173.52			5210 430500	220	101000
		Total for Vendor:	526.51					

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42555	E	2961 FIRST BANKCARD-ELECTRONIC PYMT	1,736.18								
		PD TRAININGS - LEADERSHIP IN TIMES OF CRISIS, INTERVIEWING SCHOOL AGED CHILDREN, CRISIS MANAGEMENT,									
		AND AVOIDING AND DEFENDING AMBUSH ATTACKS.									
		683242 09/22/21 FIN-GFOA TRAINING	67.50			1000		410500	380		101000
		683242 09/22/21 ADMIN-GFOA TRAINING	67.50			1000		410400	380		101000
		735551 09/23/21 WTR-BATTERY BACKUP	38.50			5210		430500	210		101000
		735551 09/23/21 SWR-BATTERY BACKUP	38.49			5310		430600	210		101000
		R93264-1 09/23/21 PD-ANGELA B LODGING	130.76			1000		420100	380		101000
		00000022 09/27/21 TRANSPORTATION MEETING COFFE	10.00			1000		410100	399		101000
		9377046 09/28/21 CRT-DRY ERASE MARKERS	3.46			1000		410360	210		101000
		5545055 09/29/21 PD-PATROL CAMERA	464.49			1000		420100	212		101000
		2689852 10/12/21 PD-EXTREME OWNERSHIP BOOK	13.11			1000		420100	210		101000
		9305034 10/12/21 PD-TRAINING BOOKS	70.81			1000		420100	210		101000
		E2117644 10/14/21 FD-STREAMLIGHT LIGHT ONLY	166.98			1000		420400	212		101000
		101521 10/15/21 PD-HOMEFRONT TRAININGS SEA	395.00			1000		420100	380		101000
		8745864 10/15/21 PD-BULK FLASH DRIVES	209.58			1000		420100	210		101000
		102221 10/22/21 ADMIN-MSCPA COURSE REGISTRATIO	60.00			1000		410400	380		101000
		Total for Vendor:	1,736.18								
42512		240 FLATHEAD CONCRETE PRODUCTS, INC.	156.00								
		CONCRETE ELECTRICAL PULL BOX LID									
		21833 10/27/21 WTR-HYDRANT INSTALLS	156.00			5210		430500	240		101000
		Total for Vendor:	156.00								
42506		1892 FLATHEAD COUNTY	225.00								
		5503 10/29/21 CERT OWNER-HERBERT ENTERPRISES	75.00			1000		411000	390		101000
		5504 10/29/21 CERT OWNER-CRAIG EASLEY	75.00			1000		411000	390		101000
		5510 11/08/21 CERT OWNER-WITNEY KOETTER	75.00			1000		411000	390		101000
		Total for Vendor:	225.00								
42523		22 FLATHEAD COUNTY CLERK & RECORDER	48.00								
		CUP FOR 555 4TH AVE									
		CUP GARDNER SIX PLEX									
		1020297 11/01/21 P/Z-RESOLUTION / ORDINANCE	48.00			1000		411000	390		101000
		Total for Vendor:	48.00								

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42538		663 FLATHEAD COUNTY SOLID WASTE	2,487.72					
		SLUDGE HAULING 10/1-10/31/21						
		PRKS COLUMBUS CONSTRUCTION WASTE						
	4813	10/31/21 SWR-SLUDGE HAULING 10/1-10/31	2,086.87			5310 430600	395	101000
	4813	10/31/21 PRKS-CONSTRUCTION WASTE	400.85			1000 460400	399	101000
		Total for Vendor:	2,487.72					
42502		24 FLATHEAD COUNTY TREASURER	8,730.11					
	103021	10/30/21 CRT-TECH SUR 10/21	405.00			1000 212201		101000
	103021	10/30/21 CRT-LEA/CRIM CONV SURCRG 10/21	430.00			1000 212201		101000
	113021	11/30/21 SPECIAL TAX ASSESSMENT	7,895.11			1000 510100	540	101000
		Total for Vendor:	8,730.11					
42537		21 FLATHEAD ELECTRIC COOP INC	13,169.69					
		09/25/21-10/24/21						
	103121	10/31/21 FAC-09/25/21-10/24/21	386.06			1000 411200	341	101000
	103121	10/31/21 PD-09/25/21-10/24/21	38.13			1000 420100	341	101000
	103121	10/31/21 FD-09/25/21-10/24/21	303.20			1000 420400	341	101000
	103121	10/31/21 PARKS-09/25/21-10/24/21	402.55			1000 460400	341	101000
	103121	10/31/21 POOL-09/25/21-10/24/21	73.18			1000 460445	341	101000
	103121	10/31/21 LIGHTING-09/25/21-10/24/21	2,607.45			2400 430200	341	101000
	103121	10/31/21 STRS-09/25/21-10/24/21	134.13			2500 430200	341	101000
	103121	10/31/21 WTR-09/25/21-10/24/21	3,785.14			5210 430500	341	101000
	103121	10/31/21 SWR-09/25/21-10/24/21	5,439.85			5310 430600	341	101000
		Total for Vendor:	13,169.69					
42518		3145 FLATHEAD GUTTERS	1,070.00					
	459	11/02/21 FAC-GUTTERS FOR FIRE HALL	1,070.00			1000 411200	366	101000
		Total for Vendor:	1,070.00					
42517		3019 FLATHEAD PUBLISHING GROUP	1,788.39					
	I00490221	10/31/21 PD-DETECTIVE JOB AD	1,788.39			1000 410500	331	101000
		Total for Vendor:	1,788.39					

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42499		2263 GCR COLUMBIA FALLS TIRE CENTER	64.20					
		TRAIL BLAZER SNOW TIRE CHANGE OVER.						
	807-48297	10/29/21 WTR-TRL BLZR TIRE X OVER	16.05			5210 430500	361	101000
	807-48297	10/29/21 SWR-TRL BLZR TIRE X OVER	16.05			5310 430600	361	101000
	807-48297	10/29/21 STRS-TRL BLZR TIRE X OVER	16.05			2500 430200	361	101000
	807-48297	10/29/21 PLNG-TRL BLZR TIRE X OVER	16.05			1000 411000	390	101000
		Total for Vendor:	64.20					
42539		2806 HANSON'S HARDWARE	404.62					
	599400	10/14/21 PRKS-STAIN, ANTIFREEZE, CLAMPS	76.53			1000 460400	240	101000
	599435	10/18/21 PRKS-SANDPAPER/STAIN	69.06			1000 460400	240	101000
	599577	11/03/21 STRS-S HOOK, TURNBUCKLE/DISK	88.52			2500 430200	240	101000
	599578	11/03/21 STRS-GLAV NIPPLE IMP	3.99			2500 430200	240	101000
	599586	11/04/21 STRS-LATH SDS 1#	9.49			2500 430200	240	101000
	599466	10/21/21 PRKS-FILTER/ SAND DISK	16.48			1000 460400	240	101000
	599366	10/12/21 PRKS-ANTIFREEZE BLEND	7.98			1000 460400	240	101000
	599322	10/08/21 PRKS-EARMUFFS	22.99			1000 460400	226	101000
	599541	10/29/21 WTR-SHARPIE/ CLR TAPE	13.98			5210 430500	210	101000
	599494	10/25/21 STRS-ANTIFREEZE BLEND	71.82			2500 430200	240	101000
	599426	10/18/21 STRS-MISC SCREWS	0.88			2500 430200	240	101000
	599229	09/27/21 SWR-GATE VALVE + FINANCE CRG	22.90			5310 430600	240	101000
		Total for Vendor:	404.62					
42510		2791 IDEXX DISTRIBUTION, INC.	176.81					
	3094713637	10/26/21 SWR-GAMMA IRRAD COLILERT 2	176.81			5310 430600	222	101000
		Total for Vendor:	176.81					
42545		2849 J2 BUSINESS PRODUCTS	600.91					
	885943-0	10/15/21 PD-ENVELOPES	54.43			1000 420100	210	101000
	887071-0	10/28/21 WTR-POST IT NOTES	5.96			5210 430500	210	101000
	887071-0	10/28/21 SWR-POST IT NOTES	5.96			5310 430600	210	101000
	887071-0	10/28/21 FIN-POST IT NOTES	5.96			1000 410500	210	101000
	887071-0	10/28/21 PLNG-POST IT NOTES	5.96			1000 411000	210	101000
	887083-0	10/28/21 WTR-PAPER CLIPS	1.63			5210 430500	210	101000
	887083-0	10/28/21 SWR-PAPER CLIPS	1.63			5310 430600	210	101000
	887083-0	10/28/21 FIN-PAPER CLIPS	1.63			1000 410500	210	101000

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	887083-0	10/28/21 PLNG- PAPER CLIPS	1.63			1000 411000	210	101000
	887173-0	11/01/21 CRT-PRINTER TONER	90.49			1000 410360	210	101000
	887801-0	11/03/21 PD-PRINTER TONER	118.42			1000 420100	210	101000
	887477-0	11/02/21 FAC-JANITORIAL SUPPLIES	264.17			1000 411200	224	101000
	887182-0	10/29/21 WTR-FLASH DRIVES	7.83			5210 430500	210	101000
	887182-0	10/29/21 SWR-FLASH DRIVES	7.84			5310 430600	210	101000
	887182-0	10/29/21 FIN-FLASH DRIVES	7.84			1000 410500	210	101000
	887182-0	10/29/21 FIRE-FLASH DRIVES	7.84			1000 420400	210	101000
	886503-1	11/05/21 SWR-SCRAPER BLADES	11.69			5310 430600	212	101000
		Total for Vendor:	600.91					
42535		3004 JIFFY LUBE	89.98					
	33766879	11/03/21 PD-CAR 16 OIL CHANGE & SRVS	89.98			1000 420100	361	101000
		Total for Vendor:	89.98					
42500		2759 KTURBO USA, INC	429.00					
	20211025A	10/25/21 SWR-AIR FILTER	429.00			5310 430600	240	101000
		Total for Vendor:	429.00					
42551		1690 LASALLE SAND & GRAVEL CORP	192.32					
	35093	09/22/21 FD-FIRE HALL CATCH BASIN	192.32			4000 411200	930	101000
		Total for Vendor:	192.32					
42519		1493 MAHUGH FIRE & SAFETY	10,430.00					
	98531	11/03/21 FD-LED LIGHTS, HELMET STRAPS	430.00			1000 420400	212	101000
	98533	11/05/21 FD-JAWS OF LIFE TOOLS	10,000.00			1000 420400	940	101000
		Total for Vendor:	10,430.00					
42547		2537 MICROCOMM	720.00					
	15689	11/04/21 SWR-REPROGRAM WWTP ROUTERS	720.00			5310 430600	355	101000
		Total for Vendor:	720.00					
42560		707 MONTANA DEPT. OF REVENUE	161.66					
		COLUMBUS PARK TENNIS COURT REMOVAL.						
	2021-72	11/05/21 PRKS-1% W/H PEDROS PROPERTIES	161.66			1000 460400	399	101000
		Total for Vendor:	161.66					

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42515		43 MONTANA ENVIRONMENTAL LABORATORY	1,335.00					
		STATEMENT ENDING 10/31/21						
	2111129	10/07/21 WTR-COLIFORM	125.00			5210 430500	394	101000
	2111203	10/08/21 WTR-NITRATE + NITRATE, TOTAL	75.00			5210 430500	394	101000
	2111204	10/26/21 WTR-HERBICIDES, PESTICIDES	795.00			5210 430500	394	101000
	2110519	10/04/21 SWR-NITRATE+NITRITE, TKN	60.00			5310 430600	394	101000
	2111074	10/15/21 SWR-AMMONIA, TKN, NITRATE+NIT	85.00			5310 430600	394	101000
	2111354	10/18/21 SWR-NITRATE+NITRITE, TKN	60.00			5310 430600	394	101000
	2111601	10/26/21 SWR-NITRATE+NITRITE, TKN	60.00			5310 430600	394	101000
	2110765	10/07/21 SWR-NITRATE+NITRATE, TKN	60.00			5310 430600	394	101000
	2111075	10/06/21 SWR-DISOLVED ALUMINUM	15.00			5310 430600	394	101000
		Total for Vendor:	1,335.00					
42531		1247 MURDOCH'S RANCH & HOME KALISPELL	70.53					
	7118/34	10/28/21 STRS-POWER SCRUB WIPES	19.99			2500 430200	220	101000
	7151/34	11/04/21 WTR-GLOVES, BATTERIES	36.96			5210 430500	220	101000
	7150/24	11/04/21 STRS-TURN BUCKLE	13.58			2500 430200	240	101000
		Total for Vendor:	70.53					
42528		52 NAPA AUTO PARTS	159.07					
	983422	10/18/21 STRS-AERO KROIL OIL	28.90			2500 430200	231	101000
	983423	10/18/21 STRS-5QT 10W30 OIL	11.99			2500 430200	231	101000
	985673	11/08/21 STRS-PRO15 FLAT BLK	24.99			2500 430200	240	101000
	985675	11/08/21 STRS-SPRAYER SWITCH	8.54			2500 430200	232	101000
	985357	11/04/21 STRS-SPRAYER TERMINAL, WIRE	64.81			2500 430200	232	101000
	985500	11/05/21 STRS-SWITCH, CONNECTOR, TUBING	19.84			2500 430200	232	101000
		Total for Vendor:	159.07					
42522		520 NORCO, INC.	57.62					
	33416168	10/31/21 STRS-CYLND RENT OCT 2021	11.47			2500 430200	220	101000
	33226165	10/06/21 WTR-HEAVY DUTY GLOVES	46.15			5210 430500	220	101000
		Total for Vendor:	57.62					

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CITY OF COLUMBIA FALLS
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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		
42556		2002 NORTHWEST PARTS & EQUIPMENT &	156.16							
	C301260	11/03/21 STRS-SUCTION HOSE,CLAMP	99.40			2500 430200	240			101000
	C301365	11/05/21 SWR-AIR COUPLER, HOSE,NIPPLE	56.76			5310 430600	240			101000
		Total for Vendor:	156.16							
42549		1437 NORTHWESTERN ENERGY	1,221.11							
		NATURAL GAS SERVICE 09/24-10/23								
	102721	10/27/21 FD-9/24/21-10/23/21	504.51			1000 420400	344			101000
	102721	10/27/21 FAC-9/24/21-10/23/21	35.29			1000 411200	344			101000
	102721	10/27/21 PD-9/24/21-10/23/21	92.34			1000 420100	344			101000
	102721	10/27/21 STRS-9/24/21-10/23/21	80.00			2500 430200	344			101000
	102721	10/27/21 WTR-9/24/21-10/23/21	84.09			5210 430500	344			101000
	102721	10/27/21 SWR-9/24/21-10/23/21	424.88			5310 430600	344			101000
		Total for Vendor:	1,221.11							
42525		2816 O'REILLY AUTO PARTS	115.86							
	4774371843	10/19/21 STRS-OIL & TRANS FLUID	12.98			2500 430200	231			101000
	4774371911	10/20/21 STRS-GAS STABILIZER	35.99			2500 430200	231			101000
	4774372688	10/28/21 STRS-BLADE GUIDE	21.00			2500 430200	232			101000
	4774372743	10/29/21 STRS-WIPER BLADES	30.90			2500 430200	232			101000
	4774373416	11/05/21 STRS-10G THREAD LOCK	14.99			2500 430200	232			101000
		Total for Vendor:	115.86							
42498		801 PACIFIC STEEL & RECYCLING	254.30							
		PLOW REPAIR								
	7821222	10/29/21 STRS-STEEL FOR REPAIRS	254.30			2500 430200	240			101000
		Total for Vendor:	254.30							
42520		3100 PEDROS PROPERTIES	16,004.34							
		REMOVE ASPHALT FROM OLD TENNIS COURTS								
	2021-072	11/05/21 PRKS-ASPHALT DEMO COLUMBUS	16,166.00			1000 460400	399			101000
	2021-072	11/05/21 PRKS-1% STATE W/HOLDING	-161.66			1000 460400	399			101000
		Total for Vendor:	16,004.34							

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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
42526		1495 PLATT ELECTRIC SUPPLY	122.14					
	2E86910	11/02/21 FD-ELECTRICAL FUSES	122.14			1000 420400	220	101000
		Total for Vendor:	122.14					
42543		2017 RAILROAD MANAGEMENT COMPANY III,	313.34					
	449699	11/02/21 SWR-LIC FEE 02/22-02/23#300954	313.34			5310 430600	390	101000
		Total for Vendor:	313.34					
42514	E	3008 REPUBLIC SERVICES	785.41					
OCTOBER								
	000237679	10/31/21 PRKS-PORTA POTTIES OCT 2021	785.41			1000 460400	399	101000
		Total for Vendor:	785.41					
42534		2381 RESCUE MARKETING, INC	659.40					
	2016477	11/03/21 WEBHOSTING 7/2021-6/2022	659.40			1000 410580	355	101000
		Total for Vendor:	659.40					
42508		2769 RESPONSE EQUIPMENT SPECIALISTS,	5,577.89					
2021		DODGE DURANGO PURSUIT CAR # 22						
	3633	11/02/21 PD-UPFITTING VEC EQUIPMENT	5,577.89			4020 420100	940	101000
		Total for Vendor:	5,577.89					
42529		3146 RESTROOM DIRECT	3,100.00					
	71350	10/28/21 PRKS-DRINKING FOUNTAIN	3,100.00*			1000 460400	212	101000
		Total for Vendor:	3,100.00					
42509		243 SAFEGUARD Q B S	710.54					
		PAYROLL CHECKS - 500 COUNT						
		CLAIM CHECKS - 2000 COUNT						
	034730944	10/21/21 FIN-W2,1099 TAX FORMS AND E	130.91			1000 410500	210	101000
	034732452	10/22/21 FIN-PAYROLL AND CLAIM CKS	579.63			1000 410500	210	101000
		Total for Vendor:	710.54					

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Claim/	Check	Vendor #/Name/	Document \$/	Disc \$						Cash
		Invoice #/Inv Date/Description	Line \$		PO #	Fund Org	Acct	Object	Proj	Account
42511		1653 SUPER 1 FOODS	12.66							
	04-1840410	10/25/21 SWR-DIST WATER	12.66			5310	430600	222		101000
		Total for Vendor:	12.66							
42536		2699 THE MAIL ROOM, INC	815.22							
	D106715	10/25/21 PD-MAIL SRVS 10/12-10/22/21	6.78			1000	420100	310		101000
	D106715	10/25/21 FIN-MAIL SRVS 10/12-10/22/21	14.00			1000	410500	310		101000
	D106715	10/25/21 WTR-MAIL SRVS 10/12-10/22/21	16.29			5210	430500	310		101000
	D106715	10/25/21 SWR-MAIL SRVS 10/12-10/22/21	16.29			5310	430600	310		101000
	D106715	10/25/21 CRT-MAIL SRVS 10/12-10/22/21	444.25			1000	410360	310		101000
	D106715	10/25/21 PLN-MAIL SRVS 10/12-10/22/21	22.28			1000	411000	310		101000
	D106929	11/08/21 PD-MAIL SRVS 10/25-11/5/21	16.02			1000	420100	310		101000
	D106929	11/08/21 FIN-MAIL SRVS 10/25-11/5/21	16.73			1000	410500	310		101000
	D106929	11/08/21 WTR-MAIL SRVS 10/25-11/5/21	74.38			5210	430500	310		101000
	D106929	11/08/21 SWR-MAIL SRVS 10/25-11/5/21	74.38			5310	430600	310		101000
	D106929	11/08/21 CRT-MAIL SRVS 10/25-11/5/21	97.39			1000	410360	310		101000
	D106929	11/08/21 PLNG-MAIL SRVS 10/25-11/5/21	16.43			1000	411000	310		101000
		Total for Vendor:	815.22							
42532		1623 THE UPS STORE #4515	557.18							
		TRACKING #1ZWA36710364330983								
		SHIPPED SEWER CAMERA OFF TO BE REPAIRED TRACKING #1ZWA36714264286137								
	A001407	11/05/21 PD-EVIDENCE SHIPPING	112.32			1000	420100	310		101000
	A001382	11/04/21 SWR-SEWER CAMERA REPAIR SHIPP	444.86			5310	430600	310		101000
		Total for Vendor:	557.18							
42503		3016 TRANSUNION RISK AND ALTERNATIVE	100.00							
	202110-1	11/01/21 PD-10/1-10/31/21	100.00			1000	420100	335		101000
		Total for Vendor:	100.00							
42550		523 USA BLUE BOOK	118.77							
	766883	10/21/21 SWR-BELT PRESS REPAIR	118.77			5310	430600	240		101000
		Total for Vendor:	118.77							

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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
42504		3063 UTILITIES UNDERGROUND LOCATION	80.07					
		MONTH OF SERVICE OCTOBER						
		51 UDIGS						
	1105066	10/31/21 WTR-OCTOBER 2021 UDIGS	26.69			5210 430500	318	101000
	1105066	10/31/21 SWR-OCTOBER 2021 UDIGS	26.69			5310 430600	318	101000
	1105066	10/31/21 STRS-OCTOBER 2021 UDIGS	26.69			2500 430200	318	101000
		Total for Vendor:	80.07					
42501		1134 VICTIM-WITNESS ADVOCATE PROGRAM	471.00					
	110121	11/01/21 CRTS-OCTOBER 2021	471.00			2917 410360	356	101000
		Total for Vendor:	471.00					
42554		84 WESTERN BUILDING CENTER	741.83					
	4669297	10/18/21 STRS-KEY CUTTING	1.99			2500 430200	240	101000
	4668686	10/12/21 STRS-DRILL BIT/ PVC FITTING	5.38			2500 430200	240	101000
	4669631	10/20/21 PRKS-STAIN, PAINT BRUSH, MIXE	57.54			1000 460400	240	101000
	4669635	10/20/21 WTR-STAPLE GUN	26.99			5210 430500	212	101000
	4670231	10/26/21 WTR-BLUE SPRAY PAINT	23.97			5210 430500	220	101000
	4671106	11/03/21 STRS-DRIVER BIT/TOOLS	42.31			2500 430200	240	101000
	4671071	11/03/21 STRS-GALV TEE	8.79			2500 430200	240	101000
	4671309	11/05/21 WTR-BLUE SPARY PAINT/CABLE TI	49.94			5210 430500	220	101000
	4670829	11/01/21 TRAILBLAZER KEY FOB BATTERY	4.99			1000 411200	240	101000
	4670335	10/27/21 STRS-MAKITA GRINDER	395.00			2500 430200	212	101000
	4670584	10/29/21 FAC-FINANCE TOILET REPAIR	33.48			1000 411200	240	101000
	4670595	10/29/21 FAC-FINANCE TOILET REPAIR RTN	-19.49			1000 411200	240	101000
	4670932	11/02/21 FAC-FINANCE TOILET REPAIR	14.97			1000 411200	240	101000
	4670267	10/27/21 SWR-PRY BAR, SAW BLADE	31.48			5310 430600	240	101000
	4670359	10/27/21 WTR-SAW BLADES	64.49			5210 430500	240	101000
		Total for Vendor:	741.83					
42524	E	2733 WEX Fleet Universal	4,785.44					
		STATEMENT ENDING 10/31/21						
		SWR TOOK THE TRAIL BLAZER TO GREAT FALLS TO DROP OFF A TRUCK.						
	75548330	10/31/21 PD-OCTOBER FUEL	2,178.62			1000 420100	231	101000
	75548330	10/31/21 FIRE-OCTOBER FUEL	373.41			1000 420400	231	101000
	75548330	10/31/21 PRKS-OCTOBER FUEL	347.91			1000 460400	231	101000

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CITY OF COLUMBIA FALLS
Claim Approval List
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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
	75548330	10/31/21 WTR-OCTOBER FUEL	390.98			5210 430500	231	101000
	75548330	10/31/21 SWR-OCTOBER FUEL	564.41			5310 430600	231	101000
	75548330	10/31/21 STRS-OCTOBER FUEL	909.71			2500 430200	231	101000
	75548330	10/31/21 FAC-OCTOBER FUEL	20.40			1000 411200	231	101000
		Total for Vendor:	4,785.44					
42530		3106 YOUNG BUCKS IRRIGATION LLC	6,021.17					
	2276	10/29/21 PRKS-FENHOLT PARK IRRIGATION	6,021.17			4010 460400	930	101000
		Total for Vendor:	6,021.17					
		# of Claims	62	Total:		115,107.79		
		Total Electronic Claims				7,960.31		
		Total Non-Electronic Claims				107147.48		

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CITY OF COLUMBIA FALLS
Fund Summary for Claims
For the Accounting Period: 11/21

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Fund/Account	Amount
1000 GENERAL FUND	
101000 CASH/CASH EQUIVALENTS	\$66,432.28
2394 BUILDING CODE ENFORCEMENT FUND	
101000 CASH/CASH EQUIVALENTS	\$6,690.45
2400 SPECIAL LIGHTING DISTRICT FUND	
101000 CASH/CASH EQUIVALENTS	\$2,607.45
2500 SPECIAL STREET MAINTENANCE DISTRICT FUND	
101000 CASH/CASH EQUIVALENTS	\$3,283.39
2917 CRIME VICTIMS ASSISTANCE FUND	
101000 CASH/CASH EQUIVALENTS	\$471.00
4000 CAPITAL PROJECTS FUND - Building	
101000 CASH/CASH EQUIVALENTS	\$192.32
4010 CAPITAL PROJECTS FUND - Parks	
101000 CASH/CASH EQUIVALENTS	\$6,021.17
4020 CAPITAL PROJECTS FUND - General	
101000 CASH/CASH EQUIVALENTS	\$5,577.89
5210 WATER ENTERPRISE FUND	
101000 CASH/CASH EQUIVALENTS	\$7,753.45
5310 SEWER ENTERPRISE FUND	
101000 CASH/CASH EQUIVALENTS	\$12,366.14
7120 FIRE RELIEF DISABILITY/PENSION FUND	
101000 CASH/CASH EQUIVALENTS	\$3,712.25
Total:	\$115,107.79

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CITY OF COLUMBIA FALLS
Claim Approval Signature Page
For the Accounting Period: 11 / 21

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Council Meeting Date: 11/15/2021

Claims Submitted to Council: \$ 115,107.79

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

Prepared By: Shawn Bates, Finance Director

Shawn Bates

Approved by Susan M. Nicosia, City Manager

Susan Nicosia

City Council to Approve by motion on consent agenda

The following claims are significant:

Mahugh Fire & Safety - \$10,430.00 New TNT Jaws of Life tools and new helmet flashlights & straps. (Fund 1000)
Pedros Properties - \$16,004.34 Asphalt and fence removal from Columbus Park. (Fund 1000)
Young Bucks Irrigation LLC - \$6,021.17 Fenholt Park irrigation installation. (Fund 4010)

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

11/12/21
08:34:56

CITY OF COLUMBIA FALLS
Payroll Summary For Payrolls from 11/12/21 to 11/12/21

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Total for Payroll Checks

	Employee	Employer	Amount
	-----	-----	-----
ADDL HOURS (Additional)	0.00		32.40
COMP HOURS (Comp Time Used)	9.25		207.53
OVER HOURS (Overtime)	52.75		2,553.13
PERS HOURS (Personal Time Used)	10.25		285.97
REG HOURS (Regular Time)	2,266.50		63,070.52
SHFN HOURS (Shift B)	306.00		306.00
SHFQ HOURS (OVT B)	24.00		36.00
SICK HOURS (Sick Time)	102.12		3,641.84
VACA HOURS (Vacation Time Used)	116.88		2,982.20
GROSS PAY	73,115.59	0.00	
NET PAY	48,023.32	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	6,019.72	0.00	
FLEX ALLEGIANCE	1,154.13	37.50	
FLEX DEP CARE	208.33	2.50	
FOP	320.00	0.00	
HEALTHINS/PRE	2,938.60	17,026.70	
MEDICARE	1,030.16	1,030.16	
MT ST FIRE ASSO	29.68	0.00	
NATIONWIDE/CITY	0.00	2,311.90	
NATIONWIDE/EMP	387.50	0.00	
P.E.R.S.	3,469.08	3,895.06	
PERS/FURS	317.60	426.24	
PERS/POLICE	2,110.89	3,379.76	
SIT	3,159.00	0.00	
SOCIAL SECURITY	2,644.41	2,644.41	
TEAMSTERS DUES	306.50	0.00	
TEAMSTERS INIT	25.00	0.00	
UNEMPL. INSUR.	0.00	402.14	
UNUM LIFE INS.	118.78	0.00	
WA CHILD SUPPOR	138.46	0.00	
WORKERS' COMP	0.00	2,134.83	
CHARLES SCHWAB	1,483.11	0.00	
FIRST INTERSTAT	1,969.15	0.00	
FREEDOM BANK	1,174.80	0.00	
GLACIER BANK KA	5,314.31	0.00	
GLACIER BANK/CF	14,908.29	0.00	
GLACIER BANK/WF	1,597.12	0.00	
PARKSIDE CR U	10,378.10	0.00	
THREE RIVERS	1,030.13	0.00	
USAA FEDERAL	1,136.27	0.00	
USBANK.	2,181.94	0.00	
VALLEY BANK KAL	100.00	0.00	
VERIDIAN CREDIT	400.00	0.00	

Payroll
11-12-21
\$ 83,261.49
Burd Staaland

11/12/21
08:34:56

CITY OF COLUMBIA FALLS
Payroll Summary For Payrolls from 11/12/21 to 11/12/21

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WELLS FARGO	1,975.82	0.00
WELLS FARGO GA	1,286.93	0.00
WFISH CR UNION	3,087.35	0.00
FIT/SIT BASE	62,656.71	0.00
MEDICARE BASE	71,045.35	0.00
PERS BASE	70,335.21	0.00
SOC SEC BASE	42,651.57	0.00
UN BASE	73,115.59	0.00
WC BASE	72,264.55	0.00

Total 33,291.20
Total Payroll Expense (Gross Pay + Employer Contributions): 106,406.79

Check Summary

Payroll Checks Prev. Out. \$47,315.26
Payroll Checks Issued \$3,389.22
Payroll Checks Redeemed \$47,137.21
Payroll Checks Outstanding \$3,567.27
Electronic Checks \$79,872.27

Deductions Accrued	Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
-----	-----	-----	-----	-----
Social Security 5288.82		5288.82		212260
Medicare 2060.32		2060.32		212260
P.E.R.S. 7364.14		7364.14		212270
Unempl. Insur. 402.14	1641.34		2043.48	212210
Workers' Comp 2134.83	8839.10		10973.93	212220
FIT 6019.72		6019.72		212260
SIT 3159.00		3159.00		212260
AFLAC-PRETAX 81.08	81.08		162.16	212230
NATIONWIDE/EMP 387.50		387.50		212280
Teamsters dues 306.50	306.50		613.00	212310
PERS/Police 5490.65		5490.65		212240
TEAMSTERS INIT 25.00	25.00		50.00	212310
NATIONWIDE/CITY 2311.90		2311.90		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 19965.30	19965.30		39930.60	212400
CITY OF COLUMBI 20.00		20.00		212450
UNUM LIFE INS. 118.78	118.78		237.56	212400
FLEX ALLEGIANCE 1191.63		1191.63		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 320.00		320.00		212335
FLEX DEP CARE 210.83		210.83		212285
Total Ded. 58383.47	31088.77	35238.17	54234.07	

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

CITY OF COLUMBIA FALLS
CITY COUNCIL REGULAR MEETING MINUTES
HELD NOVEMBER 01, 2021
REGULAR MEETING – 7:00 P.M.

Mayor Barnhart called the meeting to order at 7:00 P.M.

ROLL CALL: Councilor Fisher, Councilor Karper via Zoom, Councilor Lovering, Councilor Piper, Councilor Robinson and Mayor Barnhart. Absent: Councilor Shepard.

Also Present: City Manager Nicosia, City Clerk Staaland, City Attorney Breck, City Planner Mulcahy and Police Chief Peters.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA:

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

CONSENT AGENDA:

Councilor Piper made motion to approve the Consent Agenda noting all claims appeared to be in order, seconded by Councilor Robinson and the motion carried.

Approval of Claims - November 1, 2021 - \$117,628.72

Approval of Regular Payroll Claims - October 29, 2021 - \$130,948.99

Approval of October 18, 2021 Regular City Council Meeting Minutes

Approval of Interagency Agreement, Effective October 1, 2021 - October 1, 2023 - Flathead County Children's Advocacy Center & Multidisciplinary Child Information Team

VISITORS/PUBLIC COMMENT (Items not on agenda):

Kelly Hamilton, 1316 4th Ave W. said the Lions Club is having a hard time getting the holiday lights operational on the street lights. Ms. Hamilton said the Lions are planning the Night of Lights Parade this year and have received a lot of entries. Mayor Barnhart thanked Ms. Hamilton and her organization for putting so much work into the Night of Lights Parade and decorations.

NEW BUSINESS:

Proclamation - Small Business Saturday - November 27, 2021

Mayor Barnhart proclaimed Saturday 27th, 2021 Small Business Saturday.

ORDINANCES / RESOLUTIONS:

Second and Final Reading - Ordinance # 811 - An Ordinance of the City Council of the City of Columbia Falls, Montana Repealing 12.40.020 Closing Hours - Hoerner Park

City Manager Nicosia said previously the hours at Hoerner Park were not the same as other city parks; it was closed during school hours. This Ordinance will make all city park hours the same. Nicosia said there have been no comments received or changes from the First Reading. Staff recommends approval. Mayor Barnhart asked Council and visitors if there were any questions or comments. Hearing no comment, Mayor Barnhart asked for a motion to approve.

Councilor Piper motioned to approve Ordinance # 811, seconded by Councilor Robinson with Council voting as follows. Ayes: Robinson, Fisher, Karper, Lovering, Piper and Barnhart.

Second and Final Reading - Ordinance # 812 - An Ordinance of the City Council of the City of Columbia Falls, Montana Amending Title 18 Zoning Test for Provisions Related to Adult Use Marijuana Business

City Manager Nicosia said the City has not received any public comments since the First Reading. Nicosia noted that this Ordinance amends Title 18 Zoning for provisions related to Adult Use Marijuana Business. Mayor Barnhart asked Council and visitors if there were any questions or comments. Hearing no comment, Mayor Barnhart asked for a motion to approve.

Councilor Fisher motioned to approve Ordinance # 812, seconded by Councilor Lovering with Council voting as follows. Ayes: Fisher, Karper, Lovering, Piper, Robinson and Barnhart.

Second and Final Reading - Ordinance # 813 - An Ordinance of the City Council of the City of Columbia Falls, Montana Amending Chapter 10.57 Stopping, Standing and Parking

City Manager Nicosia said this Ordinance updates the Municipal Code to address concerns from the Police Department due to confusing or conflicting language after the code update two years ago that replaced decades old language. Nicosia said the City has not received any comments since the First Reading on Oct. 18, 2021 and Staff recommends approval. Mayor Barnhart asked Council and visitors if there were any questions or comments. Hearing no comment, Mayor Barnhart asked for a motion to approve.

Councilor Lovering made motion to approve Ordinance # 813, seconded by Councilor Piper with Council voting as follows. Ayes: Lovering, Piper, Robinson, Fisher, Karper and Barnhart.

First Reading - Ordinance # 814 - An Ordinance of the City Council of the City of Columbia Falls, Montana, Amending the Columbia Falls Zoning Map to Add the Marijuana Business Overlay Zone

City Manager Nicosia displayed the map exhibit showing the proposed overlay zone. Nicosia noted that this area was selected as it is commercial and it is away from residential areas as well as churches and schools. Staff recommends adoption of the First Reading of Ordinance # 814. Mayor Barnhart asked Council and visitors if there were any questions or comments. Hearing no comment, Mayor Barnhart asked for a motion to approve.

Councilor Piper motioned to approve the First Reading of Ordinance #814, seconded by Councilor Robinson and the motion carried.

Resolution # 1866 - A Resolution of the City Council of the City of Columbia Falls, Montana, Approving the Final Plat of The Benches Subdivision, Phases 1 and 2, Described as Tract 3A of COS #21378 in the SW 1/4 NE 1/4 and W 1/2 SE 1/4 Section 16, Township 30 North, Range 20 West, P.M.M., Flathead County Montana.

City Planner Mulcahy said the Planning Office received the Final Plat application for the Benches Subdivision with documentation of compliance with the Preliminary Plat 29 conditions. Staff has reviewed all conditions, permits and information provided by the applicants as documented in Staff Report CFP-21-01. Mulcahy said

the City received a letter from a neighborhood group, Upper Flathead Neighborhood Association, Water for Flathead's Future and Citizens for a Better Flathead, requesting the City not approve the Final Plat as they have filed a legal complaint challenging the MT Department of Environmental Quality's approval of the Benches Subdivision report. The Montana Platting Act and the Columbia Falls Subdivision Regulations clearly spell out the process for Final Plat said Mulcahy. The group suggested denial of Final Plat based on Condition 11 due to inadequate information. Mulcahy said Condition 11 required the water and sewer facilities shall be reviewed and approved by the Flathead City County Health Department and MT Department of Environmental Quality (MDEQ). Mulcahy noted that MDEQ provided their approval letters in January 2021. Mulcahy said all 29 conditions are supported with documents in the Final Plat documents. Mayor Barnhart asked Council and visitors if there were any questions or comments on the final plat report.

Mayre Flowers with Citizens for a Better Flathead handed out an information packet to Council and staff. Ms. Flowers said they came this evening with the understanding that it was a Public Hearing but now understands it is a time to ask questions. Guy Alsentzen said he is the Attorney of record for Citizens for a Better Flathead, Upper Flathead Neighborhood Association and Flathead for a Better Future. Mr. Alsentzen asked Council if they had the facts in front of them to make a lawful and informed decision on the Benches subdivision. Mr. Alsentzen said the record indicates there is significant scientific dispute about the accuracy of DEQ approval of sewage and septic for the subdivision. Mr. Alsentzen asked Council do you have necessary evidence in front of you and can you make an informed decision that DEQ has in fact issued a lawful approval and does that not mean the citizens and public interest of Columbia Falls would be better served by continuing this process pending a lawsuit against DEQ.

City Attorney Breck said he has consulted with the City Planner, MMIA and MLCT and they all agree that a Preliminary Plat is a contract between the developer and the City. Breck said the Preliminary Plat was made available a couple years ago upon approval. The developer has met the 29 conditions and the Statute clearly states the governing body shall approve the plat if it conforms to conditions of approval set forth in the Preliminary Plat. Breck said our City Municipal Code restates if the conditions of approval have been met by the developer the City will grant them final approval. The condition the neighbors are talking about is the approval by DEQ and whether or not it is based on proper evidence. Breck said he does not believe it is within the City's purview to question the science upon which DEQ's approval was based. The lawsuit is against DEQ and the court has not instructed the developer to stop. Breck said unless the City was otherwise instructed by the court, the City must determine whether or not the developer has met the conditions set forth in the Preliminary Plat and according to the City Planner they have been met. The lawsuit is not against the City or the developer it is against a state agency who made their decision months ago Breck said. Breck noted that nine months after DEQ issued its approval the group filed a lawsuit. A temporary Restraining Order can be obtained right away if they can prove an emergency exists and the parties did not request one. The City's obligation is to review the application and documentation to see if the developer complied with their contractual obligations.

Ms. Flowers told Council that they are not on a deadline to make a final decision this evening; you have 30 days from the receipt of Final Plat application. Ms. Flowers said she is asking Council to consider waiting for approval and if not why. The group's position is to ask that you stay the decision in the best interest for the developer, the public and the City. Ms. Flowers said in the Staff Report the date is wrong, it was 2019 and not 2020. The group would like the owner of the property to withdraw his application and reduce the number of lots or increase the size of lots. Flowers said they are concerned if Council moves forward with the Final Plat it will be bad for the potential buyer, the City and the developer.

Ms. Flowers said she wanted to bring attention to the following: the ownership in final plat and covenants has two different names, the project legal description should not be redacted, there is no signed survey which is required, Wellhead control zones are also required but they have not been provided, Phase 2 there is a letter from DEQ with the prior cabins that were denied, one of the conditions of geotechnical report should come to the City before Final Plat, the number of bedrooms has been changed on lot 1. Ms. Flowers said the group submitted comments to DEQ prior to their final decision.

City Planner Mulcahy reiterated we have gone through the conditions and supporting documents. Mulcahy said he called the geotech and he said he was out inspecting and giving guidance to the contractors. Regarding ownership on the CCR's it gets submitted during recording. The City is not party to CCR's and we do not enforce them. We can't just discount the application. The developer has already installed the water system per DEQ approval. If the developer were to reduce lots they would have to go back to DEQ. To stay the decision would cost the developer significantly. If we deny the application but the City would be liable and the developer could come back on us.

City Attorney Breck stated DEQ approvals were final in January 2021 and the plaintiff's didn't submit their comments until June, as noted on their expert's report date. Breck stated it is no surprise that DEQ was not accepting comments at that time. The City Code requires if the Final Plat is disapproved the reasons for disapproval shall be stated in the minutes of the City Council and a copy forwarded to the developer. Breck said his question to Council is what would be your reason for disapproval.

Shirley Faulkwine asked why inconsistencies between Preliminary and Final Plat are being allowed. Mulcahy said there are two minor inconsistencies, lot 1 of the Benches Subdivision was the parcel that was going to have the 30 cabins which was denied and we have stated clearly that lot 1 has been approved for a Single Family Residence. Mulcahy said the other item that was different was the fire suppression system; the developer is not installing in a fire hydrant system. The Badrock Fire District and DEQ both prefer the hydrant system.

Ms. Faulkwine asked why is there a discrepancy on lot 1 with a 10 bedroom Bed & Breakfast. Mulcahy said we did not approve a Bed and Breakfast and it is not on the Final Plat.

Ms. Faulkwine asked Council if they were aware of the sensitive nature of the high ground water on lot 1. Mayor Barnhart said yes, the City is aware of Lot 1. City Attorney Breck said you have filed your lawsuit with DEQ and we look at them to make their decision. Ms. Faulkwine asked if they prevail in the lawsuit; what the impact on the new home owners in the subdivision would be. Attorney Breck said you are asking for a declaration of law, we cannot base our decision on something so unpredictable.

Seeing no further questions or comments, Mayor Barnhart asked for a motion. Councilor Fisher motioned to approve Resolution # 1866, seconded by Councilor Piper with Council voting as follows. Ayes: Piper, Robinson, Fisher, Karper, Lovering and Barnhart.

Mayor Barnhart requested a 5 minute recess at 8:02 p.m.

Resolution # 1867 - A Resolution by the City Council of the City of Columbia Falls, Montana Adopting the November 2021 Comprehensive Urban Area Transportation Plan

Nicosia reported that this is the final action to adopt the first Columbia Falls Comprehensive Urban Area Transportation Plan. Nicosia reviewed the changes that were made based on the public comment received. Staff recommends approval of the final plan.

Councilor Piper motioned to approve Resolution # 1867, seconded by Councilor Robinson with Council voting as follows. Ayes: Robinson, Fisher, Karper, Lovering, Piper and Barnhart.

CITY MANAGER REPORT

City Manager Nicosia said the tennis courts at Columbus Park are being removed and the City can move forward with soil testing. Nicosia noted that years ago there was a school on the property that was tore down in 1946 and the tennis courts were installed in 1976. Mayor Barnhart said he it looks like the tennis courts may have been installed in phases due to the layers of asphalt and different gravel base.

Nicosia reported that the developer of the new construction on Nucleus Ave. inquired about closing off the north portion of 5th Street at Nucleus Ave. to create a park lot/walking corridor. The developer has offered pay for modifications; it was decided that the Parks committee can meet for further discussion. The City is about 75% complete on our water leak detection testing. We would like to put in a Grant Application to help repair leaking lines. Our city pays 50% of the cost from the main to the curb stop. Do we want the grant to pay the total cost or the city share? The Public Works Committee will meet and review when the information is available. Staff is in the process of finalizing the City's updated Parade/Street Use Permit.

CITY ATTORNEY REPORT

Mayor Barnhart thanked City Attorney Breck for stepping up with legal advice on the Benches Final Plat. City Attorney Breck said he hopes he didn't come off as disrespectful to Council. Breck said he wants to protect the formalities of these proceedings.

Police Chief Peters said the City is in the process of hiring a detective. If the City hires within, we will advertise for a Patrolman position. He also noted that the newest Durango will roll out as soon as we finalize the necessary equipment.

MISCELLANEOUS

Correspondence

ADJOURN

Councilor Lovering motioned to adjourn, seconded by Councilor Fisher and the meeting adjourned at 8:33 p.m.

Mayor

City Clerk

CITY OF COLUMBIA FALLS
POSITION DESCRIPTION

Position Title: Building, Planning & Public Works Clerk

Department: Administration

Grade: 10 Non-union

Date: November 2021

GENERAL PURPOSE:

Performs technical, administrative, and clerical work in the Building, Planning and Public Works Departments.

SUPERVISION RECEIVED:

Works under the direction and supervision of the City Manager/Zoning Administrator and the Public Works Director as assigned.

SUPERVISION EXERCISED:

None.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Performs daily clerical and permitting duties of the Planning, Building and Public Works Departments.

Processes, records and tracks Building, Mechanical, Electrical, Plumbing, Planning and Public Works permits and fees.

Maintains Public Works ESRI/GIS records, reports and mapping.

Prepares letters, memoranda and other written correspondence relative to department matters; ensures the maintenance of accurate records and reports. Edits work for spelling and grammar, presents numerical data effectively.

Performs record keeping for all Boards and Commissions of the departments. Prepares minutes for various Board and Commission meetings, and provides other support as directed.

Interprets City, County, State and Federal codes and regulations. Researches legal records, zoning maps and other data in relation to annexations, zoning, subdivisions and Public Works.

Frequent contact with the public, fellow employees and supervisors. Ability to manage difficult or emotional customer situations.

Maintains confidentiality.

Responsible for ensuring that City records and documents are prepared, compiled, recorded and maintained. Establishes and maintains a system of indexing, filing of minutes, resolutions, ordinances, and other documents pertaining to public works, planning and building.

PERIPHERAL DUTIES:

Performs Deputy Clerk duties as assigned.

DESIRED MINIMUM QUALIFICATIONS:

Education and Experience:

- (A) A high school diploma.
- (B) Two (2) or more year's experience in clerical positions.
- (C) Two (2) or more years of related college classes preferred
- (D) Experience with computers and computer programs required. Will be required to learn ESRI/GIS mapping software.

Necessary Knowledge, Skills and Abilities:

(A) Working knowledge of computers and electronic data processing; working knowledge of modern office practices and procedures; some knowledge of public works field operations.

(B) Skill in operating listed tools and equipment.

(C) Ability to perform arithmetic computations accurately and quickly; ability to communicate effectively verbally and in writing; ability to establish successful working relationships; ability to work under pressure and/or frequent interruptions; ability to work with angry or difficult customers.

SPECIAL REQUIREMENTS:

None

TOOLS AND EQUIPMENT USED:

Personal computer, including mapping, permitting, word processing and spreadsheet software; 10-key calculator, phone, cell phone, fax and copy machines, plotter, mapping and pin locate equipment.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to walk; use hands to finger, handle, or operate objects, tools, or controls; and reach with hands and arms.

The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet but may have frequent phone or walk-in interruptions.

SELECTION GUIDELINES:

Formal application, rating of education and experience; oral interview and reference check; job related tests may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

JOB PERFORMANCE STANDARDS:

Evaluation of this position will be based primarily upon performance of the preceding requirements and duties. Examples of job performance criteria include, but are not limited to, the following:

- ◆ Reports progress and deadlines on public works, planning and building applications in an accurate and timely manner.
- ◆ Processes legal notices in an accurate and timely manner.
- ◆ Accurately compiles, prepares and maintains applicable Board and Commission minutes and records.

- ◆ Competently prepares supporting agenda materials for Planning Board and Adjustment Board.
- ◆ Assists in the preparation of Council packets and documents in an accurate and timely manner.
- ◆ Competently handles application processes for planning, building and public works permits and applications.
- ◆ Competently inputs GIS data into ESRI program and prepares/prints maps.

Approval: _____
Supervisor

Approval: _____
Appointing Authority

Effective Date: _____

Revision History: _____

MEMORANDUM OF UNDERSTANDING ASSISTANCE TO FIREFIGHTERS GRANT

This Memorandum of Understanding (MOU) is entered into effective on the 15th day of November, 2021, by and among Flathead County and the participating Municipal Fire Departments, Rural Fire Districts, Fire Service Areas, Glacier International Airport and participating EMS Agencies, hereafter referred to as “Agency.”

1. Purpose.

The purpose of this MOU is to document the approval and participation of each agency in a regional FEMA – Assistance to Firefighters (AFG) Grant to purchase mobile radios, handheld portable radios, mobile repeater radios and associated supplies as detailed in the grant application.

2. Grant Administration.

The City of Columbia Falls and the Columbia Falls Fire Department have agreed to serve as the “Host Agency,” as was done with the 2009 Regional Grant. As such, the City of Columbia Falls is responsible for grant management, administration and reporting.

3. Award Match.

Each agency agrees to pay the non-federal matching share (10%) as required by the grant agreement for the agency’s specific equipment. The award match will be paid to the City of Columbia Falls by journal voucher through the Flathead County Finance System upon receipt of the equipment by Flathead County for all agencies whose funds are held by the County Treasurer. All other agencies, such as municipalities and airport, will make payment to the City by check upon receipt of the equipment by Flathead County.

4. Radio Equipment Maintenance Responsibility.

Initial and Continuing Software Maintenance

The radio equipment will be set up, catalogued and distributed by the Flathead County Office of Emergency Service (OES) in coordination with the City of Columbia Falls and the Flathead 911 Emergency Communications Center (911). Each radio is required to be programmed for frequencies, configuration and identity to work within the Flathead and Montana State Radio System. In order to ensure that each radio will work properly within the system, a vendor will be selected through the Request for Proposals process that will be exclusively responsible for initial setup, programming and installation, as required. The Flathead 911 Emergency Communications Center will provide subsequent software updates and reprogramming as needed.

Regular Hardware Maintenance, Accessories and Availability

Except for initial programming and set up, once delivered and accepted by the agency, that agency will be responsible for the cost of installation, operating, hardware repair or accessories. The agency agrees to utilize only accessories and batteries specified for use with the radio equipment.

5. Equipment Selection.

The participating agencies and Flathead County OES and 911 will select a committee to prepare the equipment specifications. The City of Columbia Falls will call for bids based on the committee's specifications. Upon receipt of the bids, the committee will prepare a bid award recommendation that will be presented to the City of Columbia Falls. The City of Columbia Falls will formally approve the bid award based on the committee's recommendation.

6. Changes to MOU.

Any modification of this MOU or additional obligation assumed by any party hereto in connection with this MOU shall be binding only if evidenced in writing signed by an authorized representative of each party.

7. Savings/Severability.

Should any provision of this MOU or application thereof to any circumstances be held to be invalid, the remainder of the terms and provisions hereto and their application to the other circumstances shall in no way be affected or impaired by any such invalidation. The remainder of this MOU shall continue in full force and effect in the same manner as though any such invalid provision had been omitted or deleted therefrom.

City of Columbia Falls
Name of Participating Agency

By_____
Susan M. Nicosia, City Manager

DEPARTMENT OF NATURAL RESOURCES
AND CONSERVATION

Conservation and Resource Development Division

Item No.6.



GREG GIANFORTE, GOVERNOR

1539 ELEVENTH AVENUE

STATE OF MONTANA

DIRECTOR'S OFFICE: (406) 444-2074
FAX: (406) 444-2684

PO BOX 201601
HELENA, MONTANA 59620-1601

October 26, 2021

Susan Nicosia, City Manager
City of Columbia Falls
130 6th Street West
Columbia Falls, MT 59912

Re: Biosolids Management Plan

Susan Nicosia:

Please find enclosed American Rescue Plan Act (ARPA) Water & Sewer sub-award through House Bill 632 for a Biosolids Management Plan. These funds are a sub-award of the ARPA funding provided to the State of Montana under Assistance Listing Number (ALN) (formerly known as CFDA) 21.027 and are contingent upon activities within the project meeting ARPA eligibility and all applicable guidance as well as conditional on funding availability from the federal Department of Treasury.

Projects such as yours provide the necessary investments in water and sewer infrastructure Montanans need as part of our state's economic recovery.

This award will be subject to the federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. The Audit Requirements of the Uniform Guidance, including implementing the Single Audit Act, shall apply to this award. Please see Treasury's guidance [<https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>] for more detailed information on reporting and auditing requirements. Please note that cost overruns beyond the award will be the responsibility of the subrecipient.

Please sign both copies of the sub-award and return. Following signature from DNRC, we will return an executed copy for your records. If you have any questions, please contact Sonja Hoeglund, Grant Manager at the Department of Natural Resources and Conservation, at 406-444-0552 or shoeglund@mt.gov.

Again, congratulations and good luck on the successful completion of your project.

Sincerely,

ARPA Grant Manager

AMERICAN RESCUE PLAN ACT (ARPA)
GRANT AGREEMENT
CONSERVATION AND RESOURCE DEVELOPMENT DIVISION
MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION

Recipient: City of Columbia Falls

Project Name: Biosolids Management Plan

Grant Number: RPG-22-0681 

Declarations

- Section 1. Purpose
- Section 2. Term
- Section 3. DNRC's Role
- Section 4. Project Scope
- Section 5. Project Budget
- Section 6. Availability of Funds
- Section 7. Disbursement
- Section 8. Reports
- Section 9. Records and Audits
- Section 10. Project Monitoring and Access for Inspection and Monitoring
- Section 11. Employment Status and Workers' Compensation
- Section 12. Equal Employment
- Section 13. Indemnity and Liability
- Section 14. Compliance with Applicable Laws
- Section 15. Copyright - Government Right to Use
- Section 16. Acknowledgement of Support
- Section 17. Conflicts of Interest.
- Section 18. Remedial Actions
- Section 19. Hatch Act
- Section 20. False Statements
- Section 21. Debts Owed the Federal Government
- Section 22. Disclaimer
- Section 23. Protections for Whistleblowers
- Section 24. Increasing Seat Belt Use in the United States
- Section 25. Reducing Text Messaging While Driving
- Section 26. Failure to Comply

- Section 27. Assignment and Amendment
- Section 28. Montana Law and Venue
- Section 29. Waiver
- Section 30. Entire Agreement
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Reporting Requirements
- Attachment D – Assurance of Compliance with Civil Rights Requirements

FOR DNRC USE ONLY

Maximum Amount under this Grant: \$15,000.00

Source of Funds

Fund Name	Fund No.
ARPA State Recovery Sec. 602	03920

ALN#

21.027

Subclass	Org. No.	Amount
54044	3422101A	\$ 15,000.00

Appropriation Authority: 67th Legislature/2021 HB 6/632

Approved

No. RPG-22-0681A

Division

F.S.O.

Legal.



GRANT AGREEMENT BETWEEN THE MONTANA DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION AND THE CITY OF COLUMBIA FALLS

THIS SUBAWARD (also referenced as Grant Agreement or Agreement), is administered by the Montana Department of Natural Resources and Conservation (DNRC) by the Resource Development Bureau (Program) and is accepted by the City of Columbia Falls, hereinafter referred to as the Recipient and represented by Susan Nicosia, City Manager, 130 6th Street West, Columbia Falls, MT, 59912, 406-892-4391, nicosias@cityofcolumbiacfalls.com. Both parties agree to the following terms and conditions:

SECTION 1. PURPOSE. Title VI of the Social Security Act (42 § U.S.C. 801 et seq.) (the Act) was amended by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), to add section 602, which authorizes the Treasury to make payments to certain subrecipients from the Coronavirus State Fiscal Recovery Fund ("ARPA funds"). The State of Montana received the funds May 24, 2021. The purpose of this Grant Agreement (Agreement) is to establish mutually agreeable terms and conditions, specifications, and requirements to grant ARPA funds to the Subrecipient for a Biosolids Management Plan.

SECTION 2. TERM. The effective date of this Agreement is the date of last signing and ends 12/31/2022. As set forth in United States Department of Treasury's (Treasury) Federal Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Interim final rule (Coronavirus State and Local Fiscal Recovery Funds, 86 Fed. Reg. 26786) ("Rule") and associated guidance issued on May 10, 2021, Subrecipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2026. This agreement remains in effect until all reporting requirements as described in **SECTION 8. REPORTS** have been received by DNRC.

SECTION 3. DNRC's ROLE. DNRC is administering funds awarded by the Legislature to ensure that the funds are used according to the intent of the Legislature and the purposes, objectives, and procedures of the Program. DNRC will monitor project expenditures to assure payment eligibility. DNRC assumes no responsibility for the Subrecipient's obligation to faithfully perform the tasks and activities necessary to implement and complete a project. The DNRC liaison for this Agreement is Sonja Hoeglund at 406-444-0552, shoeglund@mt.gov, DNRC/CARDD, PO BOX 201601, Helena, MT 59620-1601 All requests for information and assistance, claims for grant funds, and reports shall be submitted to the DNRC liaison.

SECTION 4. PROJECT SCOPE. The scope of work for this project is described in Attachment A and incorporated herein by this reference. Supporting documents and attachments from the **Renewable Resource Planning Grant** Program Application dated April, 2020 are also incorporated herein by this reference. In the event content in the application differs from or conflicts with terms presented elsewhere in this Agreement, this Agreement text takes precedence.

4.1 N/A

4.2 N/A

SECTION 5. PROJECT BUDGET. A project budget showing anticipated expenditures is provided in Attachment B and incorporated herein by this reference. All transfers of funds between budget categories require written notification and approval from the DNRC liaison.

SECTION 6. AVAILABILITY OF FUNDS. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602 of the Act, as amended by ARPA, and Treasury's regulations implementing that section and guidance. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award. Subrecipient may use funds provided under this award to cover direct administrative costs. Direct costs are those that are identified specifically as costs of implementing the SLFRF program objectives, such as contract support, materials, and supplies for a project. Subrecipient may not use funds to cover indirect administrative costs. Indirect costs are general overhead costs of an organization where a portion of such costs are allocable to the SLFRF award such as the cost of facilities or administrative functions like a director's office.

Subrecipient may not use funds for pensions or to offset revenue resulting from a tax cut enacted since March 3, 2021. This award shall be subject to recoupment as may be required by applicable laws or if any of the expenses incurred through this agreement are found to be ineligible. If a project is unable to secure necessary match funding as required by HB 632, DNRC may recoup ARPA funding. This section shall survive termination of this Agreement.

6.1 A final Montana Environmental Policy Act (MEPA) (75-1-101 et seq., MCA; 36-2-503 ARM) decision notice must be approved by the DNRC before going to bid or proceeding with activities that have environmental impacts. Reimbursement will be declined for activities not approved under the MEPA decision notice.

6.2 The DNRC must by law terminate this Agreement if funds are not appropriated or otherwise made available to support the DNRC's continuation of performance of this Agreement in a subsequent fiscal period (18-4-313(4), MCA). If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this Agreement (whether at an initial payment level or any increases to that initial level) in subsequent fiscal periods, the DNRC shall terminate this Agreement as required by law. The DNRC shall provide the Subrecipient with the date the State's termination shall take effect. The DNRC shall not be liable to the Subrecipient for any payment that would have been payable had the Agreement not been terminated under this provision. The DNRC shall be liable to the Subrecipient only for the payment, or prorated portion of that payment, owed to the Subrecipient up to the date the DNRC's termination takes effect. This is the Subrecipient's sole remedy. The DNRC shall not be liable to the Subrecipient for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues.

SECTION 7. DISBURSEMENTS. The Subrecipient must submit claims for funds to DNRC. Funds can only be expended for work described in **SECTION 4. SCOPE OF WORK.** In order to receive payment, the Subrecipient shall submit a project progress report described in **SECTION 8. REPORTS,** along with an itemized accounting of grant expenses incurred. Receipts, vendor invoices, inspection certificates, in-kind labor, and other documentation of costs incurred shall be submitted with the claims. DNRC will verify the claims and check them against the reports required in **SECTION 8. REPORTS** and the budget provided in **SECTION 5. PROJECT BUDGET.** DNRC will

disburse grant funds to the Subrecipient upon approval and to the extent available. Reimbursement of Subrecipient expenditures will only be made for expenses included in the budget provided in SECTION 5. PROJECT BUDGET and that are clearly and accurately supported by the Subrecipient's reports to DNRC. Total payment for all purposes under this Agreement shall not exceed \$15,000.00.

7.1 A maximum of 50 percent of the total grant shall be available for payment within 30 days of receipt of an approved draft report. It is not expected that the document will be complete; however, it must show clearly that all applicable items required in SECTION 4. PROJECT SCOPE are addressed and the consultant is proceeding toward the preparation of a complete and acceptable final product. The balance of the grant funds shall be payable within 30 days of receipt by DNRC of an approved final report. The final version shall be complete and address the terms as defined in SECTION 4. PROJECT SCOPE. Prior to final payment, the Subrecipient must submit a financial statement showing the sources and uses of funds. Reimbursement requests for work performed during the term of this Agreement must be submitted to the DNRC liaison within 90 calendar days after the expiration of this Agreement to receive payment.

7.2 DNRC may withhold 10 percent of the total authorized grant amount until all the tasks outlined in SECTION 4. PROJECT SCOPE and the final report required by SECTION 8. REPORTS are completed and approved by DNRC.

SECTION 8. REPORTS. The Subrecipient is responsible for submitting project updates, a final report and a signed Certificate of Compliance to DNRC at project completion in accordance with all requirements stated in Attachment C. Pictures of the project site before, during, and after construction will be provided to the DNRC liaison with reports or upon request. Because images may be used for publicity as well as project documentation, the Subrecipient must acquire any release(s) necessary for the government's right to use as provided in SECTION 15. COPYRIGHT – GOVERNMENT RIGHT TO USE.

8.1 Quarterly progress reports for the periods ending each March, June, September, and December shall be submitted to the DNRC liaison during the term of this Agreement. The Subrecipient must submit a project progress report with each reimbursement request at a minimum on a quarterly basis. Reports must include the information included in Attachment C. Quarterly reports must be submitted to the DNRC liaison within 15 calendar days following the close of the quarterly period. No claims for disbursements will be honored if the quarterly report has not been approved or if there is a delinquent report.

8.2 The Subrecipient is required to submit a final report upon project completion. Reports must include the information included in Attachment C. Failure to provide the reports as required is cause for termination of this Agreement or withholding of future grant payments. Final disbursement of grant funds is contingent upon DNRC receipt and approval of a report that meets requirements described in Attachment C and signed statements of completion (if applicable) and statement of compliance. Final reports must be submitted to DNRC within 90 days after the Agreement termination date.

8.3 N/A

8.4 N/A

8.5 Recipient agrees to comply with any additional reporting obligations established by Treasury, as it relates to this award.

SECTION 9. RECORDS AND AUDITS. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c) of the Act and Treasury's regulations implementing that section and guidance regarding the eligible uses of funds. The DNRC, the Montana legislative auditor, the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of the Subrecipient in order to conduct audits or other investigations. Records shall be maintained by the Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later. Recipients and subrecipients that expend more than \$750,000.00 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its

implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements and the Montana Single Audit Act (Title 2, chapter 7, MCA).

The Subrecipient shall maintain for the purposes of this Agreement an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. § 200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board and the Financial Accounting Standards Board."

SECTION 10. PROJECT MONITORING AND ACCESS FOR INSPECTION AND MONITORING. DNRC, or its agents, may monitor and inspect all phases and aspects of the Subrecipient's performance to determine compliance with this Agreement, including the adequacy of records and accounts. This grant is publicly funded and requires the Subrecipient to accommodate all requests for public access to the site and the project records with due consideration for safety, private property rights, and convenience for all parties.

SECTION 11. EMPLOYMENT STATUS AND WORKER'S COMPENSATION.

The project is for the benefit of the Subrecipient. DNRC is not an owner or general contractor for the project and DNRC does not control the work activities, worksite of the Subrecipient, or any contractors that might be engaged in the completion of the project.

The Subrecipient is independent from and is not an employee, officer, or agent of the State of Montana or DNRC. The Subrecipient, its employees, and contractors are not covered by the Workers' Compensation laws applicable to DNRC as an employer. The Subrecipient is responsible for providing employees Workers' Compensation Insurance and that its contractors are following the coverage provisions of the Workers' Compensation Act.

SECTION 12. EQUAL EMPLOYMENT. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016, Grantee agrees that the hiring of persons to perform this Agreement will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Agreement.

SECTION 13. DEFENSE, INDEMNITY, AND LIABILITY. Subrecipient shall protect, defend, indemnify, and save harmless the State of Montana, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, liabilities, demands, causes of action, judgments, penalties, fines, and losses, including all costs of defense and reasonable attorney fees, arising in favor of or asserted by Subrecipient's employees and agents, its subrecipients, its subrecipient's employees and agents, or third parties on account of property damage, personal injury, bodily injury, death, violation of or non-compliance with any laws, regulations, or rules, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of, in connection with, or on account of this Agreement, any act or omission of Subrecipient, or any act or omission of Subrecipient's officers, agents, employees, or subrecipients. The Subrecipient obligations under this Section 13 survive termination or expiration of this Agreement.

SECTION 14. COMPLIANCE WITH APPLICABLE LAWS. All work must be in accordance with all federal, state and local law, statutes, rules and ordinances.

14.1 It shall be the Subrecipient's responsibility to obtain all permits, licenses or authorizations required from government authorities prior to initiation of the project or required to be obtained by the time of completion of the project to be eligible for reimbursement funds under this Agreement. Permits or authorizations may include but are not limited to: Beneficial Water Use Permits (85-2-302(1), MCA); Change in Appropriation Right Authorization (85-2-402(1)(a), MCA); Sage Grouse Habitat (Executive Order 21-2015); or other requirement under the Montana Water Use Act that may apply; 310 permitting requirements; or other permits or authorizations that may be required by state, local, or federal agencies prior to beginning work on the project or prior to completion of the project.

14.2 Procurement of labor, services, supplies, materials, and equipment shall be conducted according to applicable federal, state, and local statutes. The award of an agreement, or by Subrecipient entering into this Agreement, shall not be taken to imply that any required permits or authorizations issued by DNRC or other state, federal, or local agency will be approved. The DNRC may review any procurement solicitations that Subrecipient issues. The DNRC's review and comments will not constitute an approval of the solicitation. Regardless of the DNRC's review, the Subrecipient remains bound by all applicable laws, regulations, and Contract terms. If during its review the DNRC identifies any deficiencies, then the Department shall communicate those deficiencies to the Subrecipient within seven business days.

Subrecipient shall comply with applicable state prevailing wage laws (Sections 18-2-401 to -432, MCA).

14.3 It shall be the Subrecipient's responsibility to comply with MEPA (Title 75, chapter 1, MCA; 36-2-503 ARM); and provide all required information requested by the DNRC related to any required MEPA decision.

14.4 Compliance with Applicable Federal Law and Regulations

Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award. Subrecipient must comply with Treasury compliance and reporting guidance: <https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf>.

Federal regulations applicable to this award include, without limitation, the following:

- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- a. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of

race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto;
- vi. The Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151 et seq.);
- vii. The Uniform Federal Accessibility Standards (UFAS), as published by the United States Access Board;
- viii. The Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA and certain related federal environmental laws, statutes, regulations, and Executive Orders found in 7 CFR 1970;
- ix. The Native American Graves Protection and Repatriation Act (25 USC 3001 et seq., 43 CFR § 10.4);
- x. The Communications Act of 1934, as amended, (47 U.S.C. § 151 et seq.);
- xi. The Telecommunications Act of 1996, as amended (Pub. L. 104-104, 110 Stat. 56 (1996); and
- xii. The Communications Assistance for Law Enforcement Act (47 U.S.C. § 1001 et seq.).

- b. The Subrecipient, sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients and subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this agreement. Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this agreement.

SECTION 15. COPYRIGHT - GOVERNMENT RIGHT TO USE. Any graphic, photographic, or other material developed under this Agreement may be copyrighted with the proviso that the State of Montana will have a royalty-free, nonexclusive, and irrevocable right to produce, publish or otherwise use, and authorize others to use the work for state government purposes.

SECTION 16. ACKNOWLEDGMENT OF SUPPORT. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to State of Montana by the U.S. Department of the Treasury."

SECTION 17. CONFLICTS OF INTEREST. Recipient and subrecipient understands and agrees it must maintain

a conflict of interest policy consistent with 2 C.F.R. §200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

SECTION 18. REMEDIAL ACTIONS. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act.

SECTION 19. HATCH ACT. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

SECTION 20. FALSE STATEMENTS. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

SECTION 21. DEBTS OWED THE FEDERAL GOVERNMENT.

21.1 Any funds paid to Subrecipient (1) in excess of the amount to which Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by Subrecipient shall constitute a debt to the federal government.

21.2 Any debts determined to be owed the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

SECTION 22. DISCLAIMER.

22.1 The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

22.2 The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

SECTION 23. PROTECTIONS FOR WHISTLEBLOWERS.

23.1 In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant,

a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

23.2 The list of persons and entities referenced in the paragraph above includes the following:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for contract or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of Subrecipient, contractor, or subcontractor, who has the responsibility to investigate, discover, or address misconduct.

23.3 Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce. DNRC may request from Subrecipient copies of the information it provides its employees.

SECTION 24. INCREASING SEAT BELT USE IN THE UNITED STATES. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

SECTION 25. REDUCING TEXT MESSAGING WHILE DRIVING. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient and subrecipient should encourage its employees, sub-subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient and subrecipients should establish workplace safety policies to decrease accidents caused by distracted drivers.

SECTION 26. FAILURE TO COMPLY, BREACH, DEFAULT, REMEDIES.

26.1 If the Subrecipient fails to comply with the terms and conditions of this Agreement or reasonable directives or orders from DNRC, DNRC may terminate this Agreement and refuse disbursement of any additional funds from this grant. Further, in the event of such termination, the Subrecipient shall immediately pay over to the DNRC all unexpected funds together with all interest earned on the monies provided or herein remaining unexpended at such time. Such termination will become a consideration in any future application for funds from the DNRC Conservation and Resource Development Division.

26.2 The occurrence of any of the following events is a Subrecipient breach under this Agreement:

- i. failure of the Subrecipient or its contractors, subcontractors, or subrecipient entities to follow an Agreement term or condition; or
- ii. the Subrecipient makes an intentionally untrue statement or materially misleading certification in this Agreement or the Application; or any Subrecipient breach/default specified in another section of this Contract.

26.3 Upon the occurrence of a breach, the DNRC shall issue a written notice of breach, identifying the nature of the breach, and providing 30 calendar days (or a lesser or additional time as may be agreed to by the parties) in which the Subrecipient shall have an opportunity to cure the breach. The parties will attempt in good faith to resolve all disputes, disagreements or claims relating to this Agreement.

However, if the DNRC determines that a public safety issue or an immediate public crisis exists, the DNRC will not be required to provide advance written notice or a cure period and may immediately terminate this Agreement in whole or in part if the DNRC, in its sole discretion reasonably exercised, determines that it is

reasonably necessary to preserve public safety or prevent an immediate public crisis. Time allowed for cure does not diminish or eliminate Subrecipient's liability for damages.

26.4 If Subrecipient fails to cure the breach within the period specified in the written notice, Subrecipient is in default of its obligations, and the DNRC may exercise any or all the following remedies:

- i. pursue any remedy provided by law or this Agreement, including requesting repayment of funds; and
- ii. terminate the Agreement or applicable portions that are the subject of the breach in the Agreement; and
- iii. suspend Subrecipient's performance; and
- iv. withhold applicable payment until the default is remedied.

26.5 If termination occurs under this Section, any costs incurred will be the Subrecipient's responsibility.

SECTION 27. ASSIGNMENT AND AMENDMENT. This Agreement is not assignable. Amendment may be accomplished only by express written agreement of the parties. Amendments will be attached as an integral component of this Agreement.

SECTION 28. MONTANA LAW AND VENUE. Any action or judicial proceeding for enforcement of the terms of this Agreement 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. Each party will bear their own costs and attorney's fees.

SECTION 29. WAIVER. A waiver of any particular provision of this Agreement by the DNRC shall not be construed as a waiver of any other provision, nor shall any such waiver otherwise preclude the DNRC from insisting on strict compliance with this Agreement in other circumstances.

SECTION 30. ENTIRE AGREEMENT. These documents are the entire agreement of the parties. They supersede all prior agreements, representations, and understandings.

The Subrecipient, the City of Columbia Falls, hereby accepts this grant (RPG-22-0681A) according to the above terms and conditions. I hereby certify that I represent a legal entity with authority to enter into this Agreement.

I further certify that the project or activity complies with all applicable state, local, and federal laws and regulations.

I further certify that I am authorized to enter into and sign a binding Agreement with the Department of Natural Resources and Conservation.

A facsimile, photocopy or electronic copy of the signature below shall have the same force and effect as an original signature and an electronic signature shall be regarded as an original signature.

By: _____ Date: _____
Subrecipient Signature

Print Name and Title

For: City of Columbia Falls Tax ID # _____

Subrecipient Unique Entity Identifier DUNS # _____

By: _____ Date: _____

For: The Montana Department of Natural Resources and Conservation

Attachment A - Scope of Work

Biosolids Management Plan

Background:

The City began the practice of hauling dewatered biosolids to the Flathead County landfill when they lost the ability to use the material for agricultural fertilization of the State land adjacent to the WWTP. The dewatered biosolids are either incorporated with refuse at the landfill and covered within 24 hours or used as daily cover. Tipping fees at the landfill are \$31.05 per wet ton. However, the City does not pay tipping fees for biosolids applied as daily cover. A formal contract with the Flathead County Landfill for dewatered biosolids disposal does not exist and disposal of biosolids at the landfill can be challenging due to seasonal weather and road conditions at the landfill site. Using the biosolids for daily cover is labor intensive and not always possible due to availability of land for cover and road conditions.

The biosolids treatment and handling practices were resulting in significant phosphorus return loading at the WWTP. A long detention time in the aerobic digesters needed to meet regulatory volatile solids reduction requirements, and the subsequent long-term storage of biosolids prior to dewatering, led to a significant release of phosphorous back into the liquid stream. This release of phosphorous increased the loading at the facility and strained treatment processes.

As recommended in the 2017 Columbia Falls Wastewater Treatment Plant Facility Plan Update, the City recently migrated to a more continuous digestion and biosolids dewatering operation to mitigate the impact of return nutrient loading within the treatment facility.

Scope of Work:

The project is for a Biosolids Management Plan for the City of Columbia Falls. The Biosolids Management Plan will evaluate the effectiveness of the biosolids handling operational changes made and impacts on nutrient removal performance. The Biosolids quantity and quality will be assessed as it relates to available biosolids disposal options.

Schedule:

The Biosolids Management Plan to be completed by December 31, 2022.

Attachment B – Budget
Biosolids Management Plan

Task	DNRC Funds	Match Funds	Total
Administration	\$	\$	\$
Professional/Technical	\$15,000	\$10,356	\$25,356
Construction			
Preliminary Engineering	\$	\$	\$
Construction Engineering	\$	\$	\$
Construction	\$	\$	\$
Contingency	\$	\$	\$
Total	\$15,000	\$10,356	\$25,356

Summary of Match Funding	
Funding Source	Amount
Applicant	\$10,356
	\$
Total	\$10,356


 Grant Manager

Attachment C Reporting and Reimbursement Requirements

Progress Reports The Subrecipient will provide progress reports to DNRC during the term of this Agreement. Reports will provide status information for each project implementation task and identify the reporting period. Status information will include, at a minimum:

- Project activities during the reporting period;
- Costs incurred;
- Funds remaining;
- Anticipated activities during the next reporting period, and
- Expected changes in scope, schedule or budget.

The Subrecipient shall report on total project costs including those funded by the Subrecipient and other matching funds. Significant problems encountered shall be noted and necessary scope and time-line modifications requested.

The Subrecipient must submit a project progress report with each reimbursement request at a minimum on a quarterly basis. DNRC will not honor claims for reimbursement if DNRC has not approved the progress report or if there is a delinquent report. Reimbursement requests must:

- Include a State of Montana vendor invoice signed by an authorized agent.
- Be billed by the tasks identified in the project scope of work and budget.
- Be supported by backup documentation of contractor invoices, receipts, cancelled checks, or other documentation of costs.

Subrecipient invoices need to relate clearly to the scope of work and budget in this Agreement.

Projects with multiple funding sources need to submit a uniform status of funds spreadsheet (provided by DNRC) or other means of tracking and documenting match and the project budget.

Final Report

The Subrecipient must submit one hard copy and one electronic copy (pdf) of the final report that meets the requirements of this Attachment C to DNRC upon project completion. Final disbursement of funds is contingent upon DNRC receipt and approval of a final report that meets these requirements. Final reports must be submitted to DNRC within 90 days of the Agreement termination date.

Final reports must include a signed Certificate of Compliance (included in this attachment) to DNRC upon project completion.

Projects that included construction must also submit a signed Engineer's Statement of Completion. DNRC may also request as-built drawings for construction projects, IF APPLICABLE TO PROJECT.

The deliverable is a Biosolids Management Plan for the City of Columbia Falls.

The Subrecipient is not required to use the suggested format in this Attachment but must include the information listed below. At a minimum, the final report must describe the purpose and location of the project, project tasks, changes to the scope, schedule or budget, how the project met stated goals and objectives, how the project benefited and/or developed renewable resources, and the current project status. Final reports will be made available to the public on the DNRC website.

Final Report Requirements

1. Title Page:

- A. Subrecipient's name, address, and telephone numbers.
- B. DNRC Grant Agreement Number
- B. Name, address, and telephone of other contacts if primary contacts are not available.
- C. Funding: total project cost and amount of agreement
- D. State where copies of the report may be obtained (Subrecipient contact person name, address, phone number. An email address or website is acceptable).
- E. A list of supporting documents (for example, construction completion reports or other project deliverables, if applicable)

2. Introduction: Describe the project history, location and purpose. Provide a project location map.

3. Discussion and Results:

- A. Describe how project goals and tasks identified in the Agreement were completed:
 - Describe the planning process (for example: discuss project design, independent review, coordination with agencies, permits required and other activities).
 - Describe how each task listed in the scope of work was accomplished. Provide details on each task (for example: if trees were planted as an erosion control measure, state how many, the tree species, the age or size of the trees, and location of the plantings).
 - List the goals and/or objectives of the project as stated in the scope of work and briefly describe how they were met by the activities described in the tasks above. Discuss any differences between project goals and objectives and actual project results.
 - Provide an explanation for tasks that were not completed or any out-of-scope work.
 - Include a project map, data, and/or photos that document the project.
- B. Summarize any problems encountered and solutions adopted. What would you do differently?

4.

Renewable Resource and Public Benefits:

Describe the project's overall benefits. What are the anticipated and realized benefits to resources and to the local and regional area of the completed project? Were these benefits realized? If not, explain why.

5. Grant Agreement Administration & Project Costs:

- A. Work schedule: Compare the time allotted for project completion with actual schedule. Identify delays and discuss the reasons for delays.
- B. Budget: Include a table that summarizes how the monies were spent by budget category or task as described in Attachment B and funding source (i.e. DNRC, Sponsor, other State or federal agencies). Explain cost overruns or savings. Discuss unbudgeted expenses that arose over the course of the project.
- C. Match Funds: Identify all funds from other sources or in-kind services that were used to fund the project. If not all matching funds were spent provide a justification.

6. Project Completion and Certification

- A. Subrecipient's Certificate of Compliance (must be signed for all projects).
- B. As Built Drawings, if requested by the DNRC (construction projects only).
- C. Engineer's Statement of Final Completion (if applicable).
- D. The deliverable is a Biosolids Management Plan for the City of Columbia Falls.

7. Final Report submitted electronically (PDF)

FINAL REPORT**CERTIFICATE OF COMPLIANCE**

Subrecipient: _____

Project Name: _____

Grant Number: _____

Grant Amount: _____

I, the undersigned, being duly qualified, respectfully, of the _____ (Subrecipient Name), in _____ County, State of Montana, do hereby certify that the above-named project is in full compliance with all of the covenants and conditions set forth in the Agreement identified above between the _____ (Subrecipient Name) and the State of Montana, Department of Natural Resources and Conservation. I understand that any money remaining after the final payment will be returned to the appropriate accounts at DNRC.

Authorized Subrecipient Signature_____
Date

This form is available on the DNRC website:
<http://dnrc.mt.gov/divisions/cadd/docs/resource-development/final-report-certificates.pdf>.

STATEMENT OF COMPLETION

Subrecipient: _____

Project Name: _____

Grant Number: _____

Grant Amount: _____

I, _____, (Project Engineer) a Registered Professional Engineer in the State of Montana, license number _____, do hereby state that the above-named project was completed according to the approved plans and specifications. I further state that the record ("as-built") drawings for this project are a true and accurate representation of the completed construction.

Name

P.E. Number

Signature

Date

Name of Firm

Address of Firm

City, State Zip of Firm

Please consult the DNRC Liaison to verify if this form is required for your project.

This form is available on the DNRC website:
<http://dnrc.mt.gov/divisions/cardd/docs/resource-development/final-report-certificates.pdf>.

Attachment D

ASSURANCE OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

OMB Approved No. 1505-
0271 Expiration Date:
11/30/2021

**ASSURANCE OF COMPLIANCE WITH TITLE
VI OF THE CIVIL RIGHTS ACT OF 1964**

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits. This assurance applies to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of this assurance apply to all of the Subrecipient's programs, services and activities, so long as any portion of the Subrecipient's program(s) is federally assisted in the manner proscribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal funds, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166; directives; circulars; policies; memoranda and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons during development of applicable budgets and when conducting programs, services and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on LEP, please visit <http://www.lep.gov>.
4. Subrecipient acknowledges and agrees that compliance with this assurance constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees and assignees for the period in which such assistance is provided.
5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its

regulations between the Subrecipient and the Subrecipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property;
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. That is, the Subrecipient shall comply with information requests, on-site compliance reviews, and reporting requirements.
8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If the Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.
10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-subrecipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurance document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that he/she has read and understood its obligations as herein described, that any information submitted in conjunction with this assurance document is accurate and complete, and that the Subrecipient is in compliance with the aforementioned nondiscrimination requirements.

Subrecipient

Date

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. 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 control number assigned by OMB.

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by



Issued and Published Jointly by



This Agreement has been prepared for use with EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition. Their provisions are interrelated, and a change in one may necessitate a change in the other. For guidance on the completion and use of this Agreement, see EJCDC® E-001, Commentary on the EJCDC Engineering Services Agreements, 2013 Edition.

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of September 7, 2021 ("Effective Date") between
the City of Columbia Falls ("Owner") and
Morrison-Maierle, Inc. ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
 12th Ave West Roadway and Utilities Improvements Project

("Project").

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

Engineer's services under this Agreement are generally identified as follows: Engineering services to design a street reconstruction and utility extension project for the City of Columbia Falls. Services also include bid administration and construction contract administration and inspection. The project generally includes street reconstruction, sidewalk extension, water main extension, sanitary sewer extension, dry wells, water main railroad crossing, and pedestrian railroad crossing.

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 *Scope*

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in 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. 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 owner expressed 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: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- 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 for reasons beyond Engineer's control, or Engineer's services are delayed or suspended for reasons beyond Engineer's control, 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 Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall, if necessitated by such changes, 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 this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled to the recovery of direct damages, as well as any other remedies at law or in equity, resulting from such failure.

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 and the terms of Exhibit C. 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 this Agreement 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 any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, 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.

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 is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement.

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs 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 and timely, 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 any and all 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. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. 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 to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;

- c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the 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 elsewhere in this Agreement.
- 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 that 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 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 the Site, Engineer, its Consultants, 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. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. 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 the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

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 Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, 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 Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the 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 Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the 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 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 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, 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, in accordance with a mutually agreeable protocol.
- B. If this Agreement 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. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G.
- C. Owner shall require Contractor 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 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 for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the 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 Project. Owner and Engineer shall take appropriate measures in other 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. At any time, 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, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

- 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,
 - a. 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 hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a 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.

2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.

C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B 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 Project materials in orderly files.

D. *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 this Agreement and all Reimbursable Expenses incurred through the effective date of termination. 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.D.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 methods and rates for Additional Services as set forth in Exhibit C.

6.07 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the 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 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. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

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. Owner represents to Engineer that as of the Effective Date 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.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. 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.
- D. 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, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.

- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or if Owner is unable to effectively eliminate or mitigate such condition(s) within 60 days of receiving written notice of same from Engineer, (2) terminating this Agreement for cause on seven days notice.
- F. 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 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 the 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 personal property or real 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. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**
- C. *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 and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the 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.
- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, and except as otherwise provided herein, 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.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, 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 or the 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, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. 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, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- 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 this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 Defined Terms

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, 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*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work 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 Part 1 of Exhibit A of this Agreement.
 6. *Change Order*—A document which is signed by 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 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. §§5501 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 the 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 number of days or the dates by which 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 the entire Project designed or specified by or for Engineer under this Agreement, 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 damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the 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 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 the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and 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 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 Contractor.

19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *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.
22. *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.
23. *Owner*—The individual or entity named as such in 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 the Project.
24. *Project*—The total 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 this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer as an Additional Service and based 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.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
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 Contractor and submitted by Contractor 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 to be indicated in the Construction Contract Documents 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 the use of 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. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *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.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. 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 the Construction Contract Documents.
37. *Work Change Directive*—A written directive to 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*:

1. 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 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work. – **NOT USED**
- F. Exhibit F, Construction Cost Limit. – **NOT USED**
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions. – **NOT USED**
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

8.02 *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. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *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 an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *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 8.04:
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.

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: Morrison-Maierle

By: _____

Print name: Susan M. Nicosia

Title: City Manager

Date Signed: _____

By:  _____

Print name: Ryan Jones, PE

Title: Vice President

Date Signed: 09/03/2021

Engineer License or Firm's Certificate No. (if required):

State of: _____

Address for Owner's receipt of notices:

130 6th Street West

Columbia Falls, MT 59912

Address for Engineer's receipt of notices:

172 Timberwolf Parkway

Kalispell, MT 59901

Designated Representative (Paragraph 8.03.A):

Chris Hanley

Title: Public Works Director

Phone Number: 406-892-4430

E-Mail Address: hanleyc@cityofcolumbiafalls.com

Designated Representative (Paragraph 8.03.A):

C.R. Leisinger, PE

Title: Project Manager

Phone Number: 406-751-5864

E-Mail Address: cleisinger@m-m.net

This is **EXHIBIT A**, consisting of 14 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 7, 2021.

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below. The project is generally defined as follows:

- Street reconstruction and utility extension on 12th Avenue West from 8th Street West to the Truck Route in Columbia Falls

PART 1 – BASIC SERVICES

A1.01 *Study and Report Phase – Not Used*

A1.02 *Preliminary Design Phase*

A. Engineer shall:

1. Prepare Preliminary Design Phase documents consisting of final design criteria, and preliminary drawings. Project design services shall include the following components:
 1. Water main design and drafting to extend a new water main along 12th Avenue West from 8th Street West to the Truck Route.
 2. Water main railroad crossing design and drafting to extend a new water main across the BNSF Railway tracks on 12th Avenue West.
 3. Sanitary sewer main design and drafting to extend a new sanitary sewer main along 12th Avenue West from the railroad crossing to the Truck Route.
 4. Water and sewer service design and drafting to provide water and sewer services to the Cedar Palace Complex.
 5. Street design and drafting for basic grading, drainage, sidewalk, curb and asphalt design along 12th Avenue West.
 6. Street cross section design and drafting to produce road cross sections along the proposed street improvements
 7. Stormwater design and drafting to provide new dry wells along 12th Avenue West for stormwater collection and dissipation.
 8. Street lighting design and drafting to provide street lights on the existing utility poles along 12th Avenue West.
 9. Standard detail design and drafting to prepare standard project details.

2. Provide necessary field surveys including boundary, topographic, and utility mapping for Engineer's design purposes. Utility mapping will include Engineer contacting utility owners and obtaining available information.
 3. Subcontract a geotechnical subconsultant to complete a geotechnical investigation of the site for design purposes.
 4. Subcontract a corrosion protection design subconsultant to complete a cathodic protection design for the water main railroad crossing steel casing.
 5. Visit the Site to collect information to prepare the Preliminary Design Phase documents.
 6. 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.
 7. Assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
 8. 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.
 9. Complete an internal quality assurance review to ensure compliance with applicable design constraints.
 10. Perform or provide to Owner the following other Preliminary Design Phase tasks or deliverables:
 1. 35% Design Drawings
 2. Preliminary opinion of probable construction cost
 3. Preliminary anticipated construction schedule
 4. 35% Design review meeting with Owner
 11. Furnish 2 paper review copies and 1 digital (PDF) copy of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within 45 days of authorization to proceed with this phase, and review them with Owner. Within 7 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when the Owner has delivered to the Engineer review comments from the preliminary design review and the 35% Design review meeting has been concluded.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, 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 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.
4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
5. Prepare construction contract and bidding documents to be used to procure and contract a contractor for construction.
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. Prepare a Montana DEQ basis of design report to be included in the DEQ submittal package for the new water and sanitary sewer mains.
8. Complete an internal quality assurance review of the design documents.
9. Perform or provide to Owner the following other Final Design Phase tasks or deliverables:
 1. 90% Design Drawings
 2. Opinion of probable construction cost
 3. 90% Design Review Meeting with Owner
 4. 90% Project Manual including Construction Contract and Technical Specifications
 5. Final Design Drawings
 6. Final Project Manual
 7. Basis of Design Report
 8. Agency Submittals for MDEQ and DNRC
10. Furnish for review by Owner, its legal counsel, and other advisors, 2 paper copies and 1 digital (PDF) copy of the 90% 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 90% Design Phase deliverables, within 60 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 7 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.

11. Revise the 90% 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 90% Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit 2 final copies of such documents to Owner within 21 days 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 Owner has accepted 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, by notifying the Engineer in writing thereof. If necessary, the Engineer will provide services to address minor Agency comments of the final Drawings and Specifications following agency review and prior to the Bidding phase.
 - C. In the event that the Work designed or specified by Engineer 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), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
 - D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is 1. If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
 1. Distribute bidding documents to contractors via online bidding services.
 2. Coordinate invitation to bid advertisement in the newspaper required for public bidding.

3. Create a pre bid meeting agenda and attend the pre bid conference. Take notes at the pre bid conference and provide minutes to the Owner.
 4. Issue Addenda as appropriate to clarify, correct, or change the issued documents.
 5. Attend the bid opening, prepare bid tabulation sheets, and assist Owner in evaluating bids or proposals.
 6. Consult with Owner as to the qualifications of prospective contractors.
 7. Prepare a recommendation of award memo to Owner. Memo will recommend to Owner a course of action in awarding bids.
 8. Prepare a bid award notification and transmit to the selected contractor.
 9. Coordinate execution of the construction contract which shall include coordinating signatures and requesting insurance certifications and bonding from the contractor.
- 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 Agreement).

A1.05 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, 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 this Agreement. If 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.

3. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
4. *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.
5. *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.
6. *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.
7. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 1. 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 this Agreement 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.
 2. 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

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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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.

8. *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.
9. *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.
10. *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 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.
11. *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.
12. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
13. *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.
14. *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 and prepare findings, conclusions, and recommendations for Owner's use.

Exhibit A – Engineer's Services

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15. *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.
16. *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 A2.02.A.2 of this Exhibit A.
17. *Inspections and Tests:*
 1. 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.
 2. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 3. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
18. *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.
19. *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:
 1. 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).

2. 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 this Agreement. 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.
20. *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.
 21. *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.

22. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor.
 23. *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 Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, 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 readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
1. Prepare a set of record drawings for DEQ certification and the Owners records. Record drawings will consist of updating the project design drawings to incorporate changes recorded by the Engineer and/or Contractor during construction.
 2. Prepare and submit a letter to DEQ certifying that the water and sanitary sewer mains were built per the DEQ approved contract documents.
 3. 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 *Funding Assistance*

- A. Funding assistance shall be provided on an as-needed basis when requested by the Owner. This task generally includes assisting the Owner with coordination and providing documentation to project funding agencies. Anticipated tasks are assisting owner with quarterly reports to EDA and attending quarterly phone calls with EDA and the Owner.

- B. The Engineer has assumed an initial fee for this work as detailed in Exhibit C. Any cost incurred by the Engineer above the assumed initial fee shall be considered Additional Service per Section A2.01.A below.

A1.08 *Railroad Permitting*

- A. Engineer shall:
 1. Prepare the BNSF pipeline license permit application for the railroad water main utility crossing.
 2. Assist the Owner in coordinating railroad permitting for the railroad water main utility crossing permit and the at-grade pedestrian crossing.
 3. Assist the Owner in coordinating railroad inspection services for project construction.
- B. The Engineer has assumed an initial fee for this work as detailed in Exhibit C. Any cost incurred by the Engineer above the assumed initial fee shall be considered Additional Service per Section A2.01.A below.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
 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 Project.
 2. Preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the 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 Project.
 3. Except as necessary to provide the Basic Services, 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.
 4. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the 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 or are due to any other causes beyond Engineer's control.

5. Services required as a result of Owner's providing incomplete or incorrect 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:
 1. detailed consideration of operations, maintenance, and overhead expenses; 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 are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 2. preparation of appraisals;
 3. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 4. detailed quantity surveys of materials, equipment, and labor; and
 5. 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:
 1. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 2. 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 (Part 1 of Exhibit A).
12. Except as necessary to adequately provide Basic Services, 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. Except as required to complete tasks inherently required under A1.04, preparing additional bidding-related documents (or requests for proposals or other construction

Exhibit A – Engineer's Services

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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. 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.
18. Preparation of operation, maintenance, and staffing manuals.
19. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
20. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
21. 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.
22. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
23. Overtime work requiring higher than regular rates.
24. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
25. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
26. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
27. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

Exhibit A – Engineer's Services

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28. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages
29. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
30. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
31. 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.
32. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.

A2.02 Additional Services Not Requiring Owner's Written Authorization

- A. Engineer shall advise Owner that Engineer is commencing 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 to cease from Owner.
 1. Increases to the total quantity of service to be performed 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.
 2. 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.
 3. 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 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 7, 2021.

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. 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 and other engineering or technical matters (as set forth in the Drawings, Specifications, or otherwise); 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.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available 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:
 - 1. Property and easement descriptions.
 - 2. Zoning, deed, and other land use restrictions.

Exhibit B – Owner's Responsibilities

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3. Owner utility maps and record drawings.
 4. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 5. Data available to the Owner as required for the Project but not otherwise identified in this Agreement.
- E. 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.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. 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.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. 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.
- H. 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.
- I. 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.
- J. 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.

Exhibit B – Owner's Responsibilities

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- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and 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.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. 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.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. 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.
- R. 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.
- S. Authorize Engineer to provide Additional Services as set forth in Part A2.01 of Exhibit A of the Agreement, as determined necessary by the Owner.
- T. Pay all permit, agency review and utility connection fees required by the project.

This is **EXHIBIT C**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 7, 2021.

Payments to Engineer for Services and Reimbursable Expenses
COMPENSATION PACKET BC-2: Basic Services – Standard Hourly Rates

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

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation For Basic Services (other than Resident Project Representative) – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:

1. An amount equal to the cumulative hours charged to the Project by each class of Engineer’s personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Engineer’s Consultants’ charges, if any.
2. The Standard Hourly Rates charged by Engineer constitute full and complete compensation for Engineer’s services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Engineer’s Consultants’ charges.
3. Engineer’s Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Exhibit C as Appendices 1 and 2.
4. The total compensation for services under Paragraph C2.01 is estimated to be **\$218,100** based on the following estimated distribution of compensation:

1. Study and Report Phase	NA
2. Preliminary Design Phase	\$49,000
3. Final Design Phase	\$55,000
4. Bidding Phase	\$9,500
5. Construction Phase	\$90,000
6. Post-Construction Phase	\$3,500
7. Railroad Permitting	\$8,500

8. Funding Assistance \$2,600

5. Engineer may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner. See also C2.03.C.2 below.
6. The total estimated compensation for Engineer's services included in the breakdown by phases as noted in Paragraph C2.01.A.4 incorporates all labor, overhead, profit, Reimbursable Expenses, and Engineer's Consultants' charges.
7. The amounts billed for Engineer's services under Paragraph C2.01 will be based on the cumulative hours charged to the Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus Reimbursable Expenses and Engineer's Consultants' charges.
8. The Standard Hourly Rates and Reimbursable Expenses Schedule will be fixed for services listed herein, but may be adjusted annually (as of the effective date of this agreement) for future services added by Contract Amendment to reflect equitable changes in the compensation payable to Engineer.
9. A construction duration of 12 weeks from Notice to Proceed to Final Payment was assumed to estimate fees. If additional construction duration is required, the Owner shall compensate the Engineer for the additional effort to complete construction contract administration and observation.

C2.02 *Compensation For Reimbursable Expenses*

- A. Owner shall pay Engineer for all Reimbursable Expenses at the rates set forth in Appendix 1 to this Exhibit C.
- B. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
- C. The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to the Project, the latter multiplied by a factor of 1.05.

C2.03 *Other Provisions Concerning Payment*

- A. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a

factor of 1.05, however markup shall be applied a maximum of one time regardless of the number or level of subconsultants.

- B. *Factors:* The external Reimbursable Expenses and Engineer's Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
- C. *Estimated Compensation Amounts:*
 - 1. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and except as provided in C2.01.A5 are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - 2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof as soon as it becomes apparent that the total compensation amount thus estimated will be exceeded, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice, Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or 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 Owner decides not to suspend the Engineer's services during the negotiations and 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, then Engineer shall be paid for all services rendered hereunder.
- D. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at no cost to Owner.

**COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates**

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

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.

B. *Compensation For Reimbursable Expenses:*

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01 and are directly related to the provision of Additional Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items; and Consultants' charges. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of 1.05.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of the effective date of this Agreement) to reflect equitable changes in the compensation payable to Engineer.

C. *Other Provisions Concerning Payment for Additional Services:*

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.05.

2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at no cost to Owner.

Appendix 1 to EXHIBIT C, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 7, 2021.

Reimbursable Expenses Schedule

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



Standard Billing Rate Schedule
Rates Effective Thru
December 31, 2021

EQUIPMENT RATES

Company Vehicle: highway miles - Pickups	\$ 754/mile
highway miles - Medium SUV	\$ 669/mile
highway miles - Small SUV	\$ 558/mile
highway miles - Sedan	\$ 582/mile
on-site mileage	\$.582/mile plus \$5.00/hour
Private Vehicle	\$ 560/mile
ATV	\$50.00/day
UTV	\$100.00/day
Survey-Grade GNSS (1 Receiver)	\$120.00/day
Survey-Grade GNSS (2 Receivers)	\$30.00/hour, \$240.00/day
Resource-Grade (GIS) GNSS Receivers	\$65.00/day
Robotic Total Station	\$30.00/hour, \$240.00/day
Total Station	\$80.00/day
Trimble SX10 Scanning Total Station	\$40.00/hour, \$300.00/day
FARO Focus 3D X 130 Laser Scanner	\$50.00/hour, \$400.00/day
Hydrolite - TM Echosounder Kit	\$100.00/day
sUAS Survey Drone	\$400.00/day
Nuclear Density Meter	\$10.00/hour, \$35.00/day
Airflow Balancing Hood	\$75.00/day
Core Drill	\$10.00/hole
Digital Level	\$50.00/day

HYDROLOGICAL EQUIPMENT

Conductivity Meter	\$15.00/day
Disposable Bailers	\$10.00/each
Dissolved Oxygen Meter	\$20.00/day
PH Meter	\$15.00/day
PH/Temp/Conductivity Meter	\$25.00/day
Water Sample Fee	\$10.00/each
In Situ Level Troll 700	\$63.00/day, \$250.00/week
AquaCalc Pro	\$60.00/day, \$120.00/week
Marsh McBirney 2000 Flowmeter	\$60.00/day, \$120.00/week
Global Water FP 111 Flowmeter	\$25.00/day, \$75.00/week
Submersible Pump (Redi Flo 2)	\$155.00/day
Water Level Meter, 300 Ft.	\$25.00/day, \$50.00/week
Water Level Meter, 500 Ft.	\$35.00/day, \$75.00/week
Oil/Water Interface Well Probe	\$40.00/day, \$120.00/week
Hach Flo-Dar (logger & sensor)	\$400.00/week, \$1,000.00/month
Rain Gauge Sensor	\$15.00/week, \$60.00/month

PRINTING EXPENSES

Black & White Copies	\$ 10/8.5X11, \$ 13/8.5x14, \$ 20/11x17
Color Copies	\$ 20/8.5X11, \$ 20/8.5x14, \$ 40/11x17
Binding	\$.25/each
Lamination	\$1.00/each
Oversize Print Black & White	\$5.00/each
Oversize Print Color	\$6.00/each
Print & Basic Mount	\$12.00/each
Print & Machine Mount	\$20.00/each
Print, Machine & Laminate White Board	\$32.00/each

MISCELLANEOUS EXPENSE

Lodging	Current Rates
Meals	\$50.00/day

This is **Appendix 2 to EXHIBIT C**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 7, 2021.

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and 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.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:



Standard Billing Rate Schedule
Effective Thru
December 31, 2021

		Standard Rate	Overtime Rate
Engineer	Supervising Engineer IV	226.00	226.00
	Supervising Engineer III	211.00	211.00
	Supervising Engineer II	201.00	201.00
	Supervising Engineer I	190.00	190.00
	Senior Engineer II	180.00	180.00
	Senior Engineer I	163.00	163.00
	Design Engineer II	153.00	153.00
	Design Engineer I	143.00	143.00
	Engineer Intern II	124.00	124.00
	Engineer Intern I	109.00	109.00
Planner	Supervising Senior Planner	196.00	196.00
	Senior Planner	163.00	163.00
	Planner III	132.00	132.00
	Planner II	120.00	120.00
	Planner I	105.00	105.00
Scientist	Supervising Environmental Scientist	204.00	204.00
	Environmental Scientist III	163.00	163.00
	Environmental Scientist II	122.00	122.00
	Environmental Scientist I	105.00	105.00
	Environmental Technician	92.00	92.00
	Supervising Geologist	205.00	205.00
	Senior Geologist	194.00	194.00
	Geologist III	167.00	167.00
	Geologist II	143.00	143.00
	Geologist I	122.00	122.00
Designer and Technician	Senior Communications Designer	153.00	153.00
	CAD Designer III	136.00	136.00
	CAD Designer II	125.00	125.00
	CAD Designer I	116.00	174.00
	CAD Tech III	114.00	171.00
	CAD Tech II	99.00	148.50
	CAD Tech I	87.00	130.50
	Senior Engineering Technician	158.00	158.00
	Engineering Technician	109.00	109.00
Resident Project Representative	Senior Resident Project Representative	152.00	152.00
	Resident Project Representative III	145.00	145.00
	Resident Project Representative II	128.00	128.00
	Resident Project Representative I	110.00	165.00
Administrative	Administrative Manager	110.00	110.00
	Administrative Coordinator III	102.00	102.00
	Administrative Coordinator II	96.00	144.00
	Administrative Coordinator I	79.00	118.50
	Project Coordinator III	103.00	154.50
	Project Coordinator II	91.00	136.50
	Project Coordinator I	79.00	118.50
	Technical Intern	75.00	112.50
	Senior Communication Specialist	108.00	108.00
	Graphic Designer	92.00	92.00
	Health & Safety Administrator	122.00	122.00
Survey	Senior Survey Manager	179.00	179.00
	Survey Manager	153.00	153.00
	Land Surveyor IV	147.00	147.00
	Land Surveyor III	138.00	138.00
	Land Surveyor II	126.00	126.00
	Land Surveyor I	116.00	116.00
	Remote Sensing Specialist	116.00	174.00
	Survey Technician IV	107.00	160.50
	Survey Technician III	100.00	150.00
	Survey Technician II	87.00	130.50
	Survey Technician I	73.00	109.50
Expert Witness	Recommended rate for expert witness services (depositions and/or time in court) is charged at an hourly rate of 150-200% of the standard billing rate.		

2021

1/11/2021

Exhibit C – Appendix 2: Standard Hourly Rates Schedule.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

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This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 7, 2021.

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

- C. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
- D. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) 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 the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- E. The duties and responsibilities of the RPR are as follows:
 - 1. *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - 3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 1. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 2. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 3. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any 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 the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 1. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 2. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 3. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*
 1. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.

2. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
3. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

1. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
2. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
3. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
4. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
5. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

1. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
2. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
3. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
4. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile

numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

5. Maintain records for use in preparing Project documentation.
6. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

1. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
2. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
3. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
4. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

1. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.
2. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.

3. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

F. Resident Project Representative shall not:

1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including “or-equal” items).
2. Exceed limitations of Engineer’s authority as set forth in this Agreement.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT G**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 7, 2021.

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- | | |
|--|-------------|
| 1. Workers' Compensation: | Statutory |
| 2. 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 |
| 3. General Liability -- | |
| 1) Each Occurrence (Bodily Injury and Property Damage): | \$1,000,000 |
| 2) General Aggregate: | \$1,000,000 |
| 4. Excess or Umbrella Liability -- | |
| 1) Per Occurrence: | \$1,000,000 |
| 2) General Aggregate: | \$1,000,000 |
| 5. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): | |
| | \$1,000,000 |
| 6. Professional Liability -- | |
| 1) Each Claim Made | \$1,000,000 |
| 2) Annual Aggregate | \$1,000,000 |

2. By Owner:

1. Workers' Compensation: Statutory
2. 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
3. General Liability --
 - 1) General Aggregate: \$750,000
 - 2) Each Occurrence (Bodily Injury and Property Damage): \$1,500,000
4. Excess Umbrella Liability
 - 1) Per Occurrence: \$1,000,000
 - 2) General Aggregate: \$1,000,000
5. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):
\$1,500,000

B. *Additional Insureds:*

1. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

This is **EXHIBIT H**, consisting of 1 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 7, 2021.

Dispute Resolution

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

H6.08 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 or the breach thereof ("Disputes") to mediation by a mutually agreed mediator drawn from a pool of qualified mediators located and practicing in the locale where the project is situated. 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 of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT I**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 7, 2019.

Limitations of Liability

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

In recognition of the relative risks, rewards and benefits of the Project to both the OWNER and the ENGINEER, the risks have been allocated such that the OWNER agrees that ENGINEER'S total liability to OWNER for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes, shall not exceed an amount equal to the ENGINEER'S total compensation under this Agreement or the total amount of **\$2,000,000**, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising.

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, from any cause or causes.

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 Owner and Owner's officers, directors, members, partners, agents, Consultants, and employees shall not be liable to Engineer or anyone claiming by, through, or under Engineer 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, from any cause or causes.

Indemnification by Owner: To the fullest extent permitted by law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Specific Project, provided that any such claim, cost, loss, or damage 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 Owner or Owner's officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Specific Project.

Indemnification by Engineer: To the fullest extent permitted by law, Engineer shall indemnify and hold harmless Owner and its officers, directors, members, partners, agents, employees, and Consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Specific Project, provided that any such claim, cost, loss, or

damage 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, consultants, or others retained by or under contract to the Engineer with respect to this Agreement or to the Specific Project.

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated September 7, 2021.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- _____ Additional Services to be performed by Engineer
- _____ Modifications to services of Engineer
- _____ Modifications to responsibilities of Owner
- _____ Modifications of payment to Engineer
- _____ Modifications to time(s) for rendering services
- _____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): _____

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

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

OWNER:

ENGINEER:

By: _____
Print _____
name: _____

Title: _____

Date Signed: _____

By: _____
Print _____
name: _____

Title: _____

Date Signed: _____

MORRISON - MAIERLE
SUMMARY OF PROPOSED COSTS

CITY OF COLUMBIA FALLS
12TH AVE WEST IMPROVEMENTS PROJECT



Item No.7.

MAJOR WORK ITEM	Supervising Engineer III	Senior Engineer I	Design Engineer I	RPR/Surveyor	Engineer Intern I	Project Coordinator II	Total Hours	Total Labor
SURVEY								
Project Management			4				4	\$572.00
Survey - Research Plat/COS and Call in Utility Locates				6			6	\$768.00
Survey - Field Work (Topo & Property Pins)				26			26	\$3,328.00
Survey - Drafting (Feature Lines, Surface, Property Boundary)			4	14			18	\$2,364.00
							0	\$0.00
							0	\$0.00
Sub-Totals	0	0	8	46	0	0	54	\$7,032.00
PRELIMINARY DESIGN PHASE - 35% DESIGN								
Project Management	4		8			2	14	\$2,170.00
Site Visit and Investigation			4		4		8	\$1,008.00
General Sheets Layout and Drafting			2		4		6	\$722.00
Water Main Design & Drafting			8		10		18	\$2,234.00
Water Main RR Xing Design & Drafting			8		10		18	\$2,234.00
Sanitary Sewer Main Design & Drafting			16		10		26	\$3,378.00
Water and Sewer Service Design			4		4		8	\$1,008.00
Street Design and Drafting			8		16		24	\$2,888.00
Street Cross Section Design and Drafting			8		10		18	\$2,234.00
Stormwater Design and Drafting			8		10		18	\$2,234.00
Street Lighting Design and Drafting			8		10		18	\$2,234.00
Railroad Crossing Design and Drafting			16		10		26	\$3,378.00
Detail Sheets			4		8		12	\$1,444.00
35% Design Review Meeting, Agenda, Minutes			6		6		12	\$1,512.00
Construction Schedule			4				4	\$572.00
Construction Cost Estimate			4		8		12	\$1,444.00
Quality Assurance Review		8					8	\$1,304.00
							0	\$0.00
Sub-Totals	4	8	116	0	120	2	250	\$31,998.00
FINAL DESIGN PHASE								
Project Management	6		24			4	34	\$5,062.00
General Sheets Layout and Drafting			2		4		6	\$722.00
Water Main Design & Drafting			8		20		28	\$3,324.00
Water Main RR Xing Design & Drafting			12		10		22	\$2,806.00
Sanitary Sewer Main Design & Drafting			8		20		28	\$3,324.00
Water and Sewer Service Design			4		4		8	\$1,008.00
Street Design and Drafting			10		30		40	\$4,700.00
Street Cross Section Design and Drafting			8		20		28	\$3,324.00
Stormwater Design and Drafting			8		20		28	\$3,324.00
Street Lighting Design and Drafting			8		20		28	\$3,324.00
Railroad Crossing Design and Drafting			16		14		30	\$3,814.00
Details Sheets			2		8		10	\$1,158.00
Finalize Cost Estimate			2		8		10	\$1,158.00
Prepare Construction Contract - Division 0			2		8		10	\$1,158.00
Technical Specifications - Division 1			2		8		10	\$1,158.00
8/6/2021							10	\$1,158.00

Technical Specifications - Division 2			4		8		12	\$1,444.00
Technical Specifications - Division 3			2		4		6	\$722.00
Technical Specifications - Division 16			8				8	\$1,144.00
90% Design Review Meeting, Agenda, Minutes			6		6		12	\$1,512.00
DEQ Basis of Design Report			4		16		20	\$2,316.00
Incorporate Review Comments			8		16		24	\$2,888.00
Quality Assurance Review	20						20	\$3,260.00
Finalize Bid Set			4		4		8	\$1,008.00
							0	\$0.00
Sub-Totals	6	20	152	0	248	4	430	\$53,658.00

BIDDING								
Bidding Management			8				8	\$1,144.00
Coordinate Advertisement			4				4	\$572.00
Pre-Bid Conference, Agenda, Minutes			8				8	\$1,144.00
Bidder Questions and Adenda			8		24		32	\$3,760.00
Bid Opening			4				4	\$572.00
Bid Tabs and Bid Package Review			8				8	\$1,144.00
Award Recommendation			4				4	\$572.00
Bid Award and Contract Initiation			4				4	\$572.00
Sub-Totals	0	0	48	0	24	0	72	\$9,480.00

CONSTRUCTION								
Contract Management			32			8	40	\$5,304.00
Pre-Construction Conference, Agenda, and Minutes			8	4			12	\$1,656.00
Shop Drawing Review			16				16	\$2,288.00
Construction Progress Meetings and Minutes			40				40	\$5,720.00
Change Orders			20				20	\$2,860.00
Pay Requests			24				24	\$3,432.00
Punch List			8				8	\$1,144.00
Substantial Completion Walk-through and Coordination			4	4			8	\$1,084.00
Final Completion Walk-through and Coordination			4	4			8	\$1,084.00
Sub-Totals	0	0	156	12	0	8	176	\$24,572.00

RESIDENT PROJECT REPRESENTATIVE (RPR)								
RPR/Inspection				480			480	\$61,440.00
Sub-Totals	0	0	0	480	0	0	480	\$61,440.00

POST-CONSTRUCTION								
Record Drawings			4		16		20	\$2,316.00
DEQ Certification Letter			2				2	\$286.00
11-Month Warranty Walk-through and Coordination			6				6	\$858.00
							0	\$0.00
Sub-Totals	0	0	12	0	16	0	28	\$3,460.00

ADDITIONAL SERVICES								
BNSF Permitting and Coordination Water Main Crossing			30				30	\$4,290.00
BNSF Permitting and Coordination Pedestrian Crossing			30				30	\$4,290.00
Funding Agency Assistance			18				18	\$2,574.00
Sub-Totals	0	0	78	0	0	0	78	\$11,154.00

TOTAL	10	28	570	538	408	14	1,568	\$202,794.00
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SUMMARY OF ESTIMATED LABOR COSTS	HOURS	RATE	TOTAL LABOR
Supervising Engineer III	10	\$211.00	\$2,110.00
Senior Engineer I	28	\$163.00	\$4,564.00
Design Engineer I	570	\$143.00	\$81,510.00
RPR/Surveyor	538	\$128.00	\$68,864.00
Engineer Intern I	408	\$109.00	\$44,472.00
Project Coordinator II	14	\$91.00	\$1,274.00
TOTAL LABOR	1,568		\$202,794.00

DIRECT EXPENSE DESCRIPTION	UNITS	NUMBER UNITS	UNIT COST	TOTAL COST
Automobile Mileage	miles	4,810	\$0.75	\$3,626.74
Automobile Mileage (On-site with Hourly Charge)	miles	0	\$0.58	\$0.00
Automobile Hourly Charge	hour	0	\$5.00	\$0.00
GPS/Robot Equipment	day	3	\$240.00	\$720.00
Miscellaneous Survey Supplies	ls	0	\$100.00	\$0.00
Geotechnical Subconsultant	ls	1	\$9,000.00	\$9,000.00
Corrosion Protection Subconsultant	ls	1	\$1,959.26	\$1,959.26
Lodging	nights	0	\$200.00	\$0.00
Per Diem	day	0	\$50.00	\$0.00
TOTAL DIRECT EXPENSES				\$15,306.00

COST SUMMARY	COST CEILING
Direct Labor	\$202,794.00
Direct Expenses	\$15,306.00
TOTAL	\$218,100.00 (see final Fee Breakout below)

Final Fee Breakout	
Preliminary Design	\$49,000
Final Design	\$55,000
Bidding	\$9,500
Construction	\$90,000
Post-Construction	\$3,500
Railroad Permitting	\$8,500
Funding Assistance	\$2,600
Total	\$218,100

Flathead County
Accounting System and Financial Capability Questionnaire

In compliance with subrecipient monitoring the subrecipient must meet the following criteria:

1. Accounting records must provide information needed to adequately identify the receipt of funds under each grant award and the expenditures of funds for each grant.
2. Entries in accounting records shall refer to subsidiary records and/or documentation which support the entry, and which can be readily located.
3. The accounting system shall provide accurate and current financial reporting information.
4. The accounting system shall be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and ensure adherence to prescribed management policies.
5. The recipient is required to provide granting agency with a copy of its annual audit.

Organization Name: City of Columbia Falls

Address: 130 6th St. W

Organization Contact: Susan M. Nicosia, CPA, MPA

Title: City Manager

Phone: (406) 892-4391 Fax: (406) 892-4413 Email: nicosias@cityofcolumbiafalls.com

Employer Identification Number (EIN): 81-6001247 DUNS: 102366739

Fiscal Year (Date Range): 7/1 - 6/30

Has the organization undergone any of the following types of audit(s) (Please check all that apply):

☒ "Single Audit" Under OMB A-133 or Subpart F of 2 C.F.R. Part 200

☒ Financial Statement Audit

☐ Other Audit & Agency Audit (List type of Audit)

Most Recent Audit Report Issued: FYE 6/30/2020

Name of Audit Agency/Firm: Dayle & Associates

Auditor's Opinion

On the most recent audit, what was the auditor's opinion?

☒ Unqualified Opinion

☐ Qualified Opinion

☐ Disclaimer, Going Concern or Adverse Opinion

☐ N/A No audits as described above

☒ Enter the number of findings (if none, enter "0"):

☒ Enter the dollar amount of questioned costs (if none, enter "0"):

Were material weaknesses noted in the report or opinion?
If Yes please describe:

Yes No

Which of the following best describes the applicant entity's accounting system:

- ☐ Manual
☒ Automated
☐ Combination of manual and automated

Does the organization's accounting system have the capability to identify the receipt and expenditures of award funds separately for each Federal award?

Yes No

Does the organization's accounting system have the capability to record expenditures for each Federal award by the budget cost categories shown in the approved budget?

Yes No

Does the organization's accounting system have the capability to record cost sharing ("match") separately for each Federal Award and maintain documentation to support recorded match or cost share?

Yes No

Does the organization's accounting system have the capability to accurately track employees' actual time spent performing work for each federal award, to accurately allocate charges for employee salaries and wages for each federal award, and maintain records to support the actual time spent and specific allocation of charges associated with each employee?

Yes No

Does the organization's accounting system include budgetary controls to preclude the organization from incurring obligations or costs that exceed the amount of funds available under a Federal award (the total amount of the award as well as the amount available in each budget cost category)?

Yes No

Does the organization's property management system(s) maintain the following information on property purchased with federal award funds: (1) a description of the property; (2) an identification number; (3) the source of funding for the property, including the award number; (4) who holds title; (5) acquisition date; (6) acquisition cost; (7) federal share of the acquisition cost; (8) location and condition of the property; (9) ultimate disposal information?

Yes No

Does the organization maintain written policies and procedures for procurement transactions that (1) are designed to avoid unnecessary or duplicative purchases; (2) provide for analysis of lease versus purchase alternatives (3) set out a process for soliciting goods and services, and (4) include standards of conduct that address conflicts of interest?

Yes No

Does the organization have procurement policies and procedures that require documentation of the history of a procurement, including rationale for the method of procurement, selection of contract type, selection or rejection of contractors, and basis for the contract price?

☒ Yes

☐ No

Does the organization have written policies and procedures designed to prevent the applicant entity from entering into a procurement contract under a Federal award with an entity or individual that is suspended or debarred from such contracts, including provisions for checking the excluded parties list system (www.sam.gov) for suspended or debarred sub-grantees and contractors, prior to award?

☒ Yes

☐ No

Does the organization maintain a standard travel policy and adhere to the Federal Travel Regulations (FTR)?

☒ Yes

☐ No

Completed by:

Title:

Phone:

Email:

Amour M. N.

City Manager

(404) 892-4391

nicosias@cityofcolumbiagals.com

Columbia Falls Fire Department

Karl Weeks, Fire Chief/Marshal



130 6th Street W
Columbia Falls, Mt., 59912
(406) 892-3911 Office

Item No.9.

November 10, 2021

City Manager Susan Nicosia, Mayor Don Barnhart
Columbia Falls City Council
130 6th Street West, Room A
Columbia Falls, MT. 59912

Dear Manager Nicosia, Mayor Barnhart and Council Members,

The membership of the Columbia Falls Fire Department has voted to approve Shawn Hogan as a probationary member. Shawn has passed a background check and a physical examination. He has shown great interest since submitting his application and has attended several trainings as an observer. Shawn is retired military and has several years of experience on a volunteer fire department in Texas. I think Shawn will be a great addition to our team and would recommend his approval as a probationary member of the Columbia Falls Fire Department.

Sincerely,

Karl Weeks

Concur w/recommendation.

SN

November 15, 2021

Greater Valley Health Center
Attn. Mary Sterhan, Executive Officer
1035 1st Avenue West, Suite 210
Kalispell, MT 59901-5607

RE: Letter of Support – HRSA-22-007 Service Area Competition

Dear Ms. Sterhan:

On behalf of the Columbia Falls City Council, I am writing to express the City's support for the Greater Valley Health Center's (formerly the Flathead Community Health Center) application for HRSA-22-007 funding. The City Council voted unanimously to support the federal grant application at their regular meeting on November 15, 2021.

The City recognizes that the three-year funding proposal will allow the Greater Valley Health Center to continue providing much-needed comprehensive services such as primary medical care, including obesity, diabetes, heart disease; dental care, behavioral health services, mental health care and substance abuse use treatment. The City also recognizes that the Greater Valley Health Center provides services to the most vulnerable in our community and county-wide; reaching those residents who live at or below the poverty or low income guidelines.

The City recognizes that the federal funding provided in HRSA-22-007 is vital to the continuation of providing much-need comprehensive health services.

Sincerely,

Donald Barnhart
Mayor

SECOND AND FINAL READING

ORDINANCE NO.814

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLUMBIA FALLS, MONTANA, AMENDING THE COLUMBIA FALLS ZONING MAP TO ADD THE MARIJUANA BUSINESS OVERLAY ZONE.

WHEREAS, the City of Columbia Falls has requested an amendment to the Columbia Falls zoning map to add an overlay zone to address the provisions of Adult Use Marijuana Business as adopted by the Montana Legislature; and

WHEREAS, the Columbia Falls Planning Department, on October 1, 2021, in Staff Report CZTA-21-01, recommended approval of the requested overlay zone in concert with the text amendments; and

WHEREAS, said request was considered by the Columbia Falls City-County Planning Board in a public hearing at its regularly scheduled meeting on October 12, 2021 at which the Board adopted Staff Report CTZA-21-01 and recommended approval of the requested overlay zone; and

WHEREAS, a hearing on the Text Amendments and Zoning Map Overlay Zone was held by the City Council of the City of Columbia Falls, Montana, at its regular meeting on Monday, October 18, 2021, 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 zoning map amendment request to add the overlay zone is in the best interest of the City.

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 #CTZA-21-01, dated October 1, 2021 and as amended by the Planning Board on October 12, 2021 is hereby adopted by the Council as findings of fact with respect to said zoning map amendment request.

Section Two. Overlay Zone Addition: That the requested zoning map amendment adding an Overlay Zone is hereby adopted as described fully on the attached legal description, Exhibit A and as shown on Exhibit B.

Section Three. The Council finds that the proposal complies with the Columbia Falls City Growth Policy.

Section Four. Inconsistent Provisions: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section Five. 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 Six. 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 15th DAY OF NOVEMBER, 2021, THE COUNCIL VOTING AS FOLLOWS:

AYES:

NOES:

ABSENT:

City Clerk

APPROVED BY THE MAYOR OF COLUMBIA FALLS, MONTANA THIS 15th DAY OF NOVEMBER, 2021.

Mayor

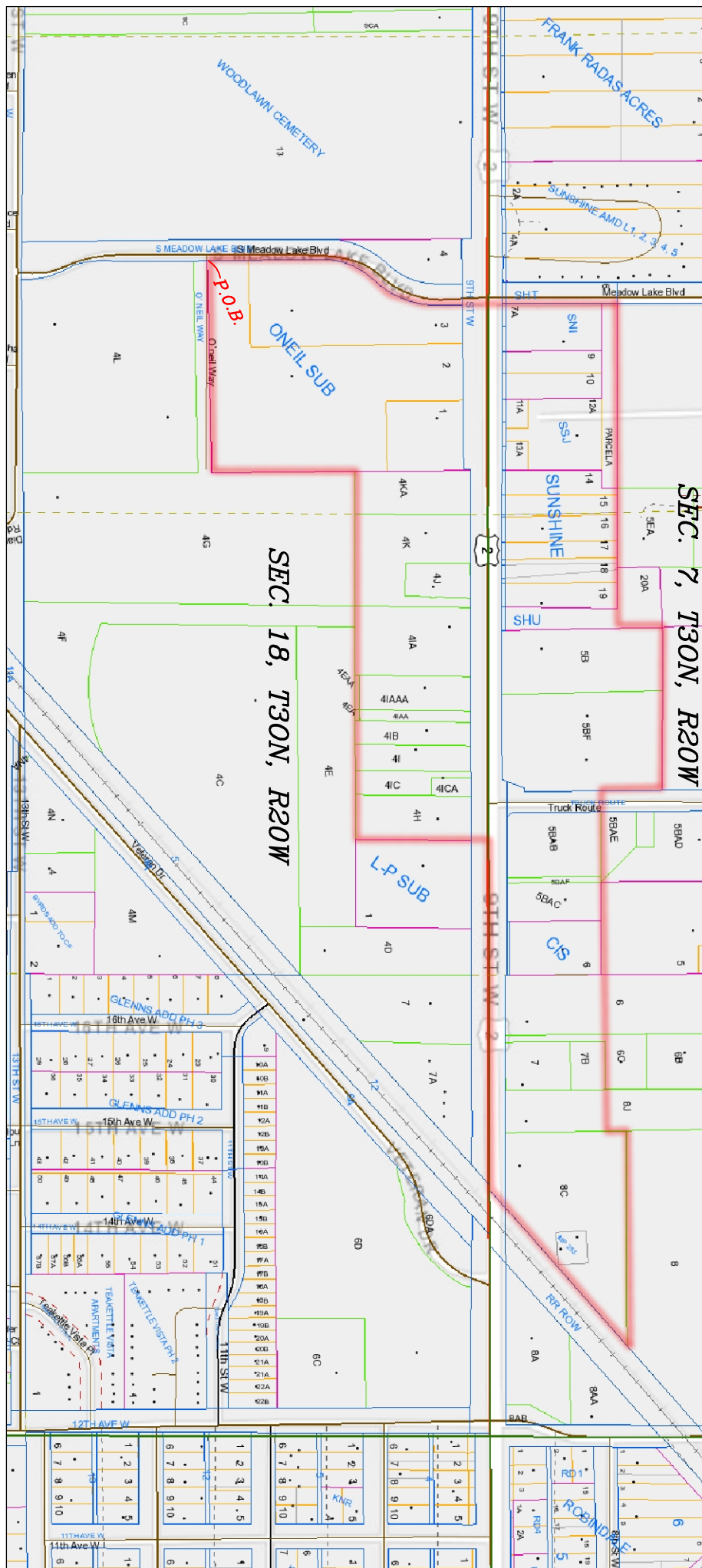
ATTEST:

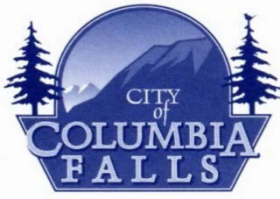
City Clerk

EXHIBIT A - PROPOSED MARIJUANA BUSINESS OVERLAY

A TRACT OF LAND BEING IN THE SOUTH HALF OF THE SOUTHEAST QUARTER AND IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7; AND IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, ALL OF TOWNSHIP 30 NORTH, RANGE 20 WEST, P.M.M., FLATHEAD COUNTY, MONTANA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS TO WIT:

BEGINNING at the southwest corner of Lot 2 of the plat of O'Neil Subdivision, which is on the easterly R/W of South Meadow Lake Boulevard; Thence northerly along said easterly R/W of South Meadow Lake Boulevard 750.43 feet to a point on the southerly R/W of U.S. Highway 2; Thence northerly 120 feet more or less to the southwest corner of Lot 7A of the plat of Sunshine Revisited No. 2, which is on the easterly R/W of Meadow Lake Boulevard; Thence along said easterly R/W of Meadow Lake Boulevard, N00°05'07"E 318.78 feet to the northwest corner of Parcel A of the plat of Sunshine Revisited; Thence leaving said R/W and along the north boundary of said Parcel A, N89°54'06"E 525.25 feet to the northeast corner of said Parcel A; Thence continuing easterly along the north boundary of Lots 14 through 19 of the plat of Sunshine, 319.4 feet more or less, to the northeast corner of said Lot 19; Thence continuing easterly along the extension of the north boundary of said Lot 19, a distance of 66.00 feet to a point on the east boundary of Lot 20 A of the Amended Plat of Lot 20 of Sunshine; Thence N05°46'50"E 117.04 feet to the northeast corner of said Lot 20A, and being the northwest corner of Tract 1 as shown on Certificate of Survey No. 3804; Thence along the north boundaries of Tracts 1 and 2 of said Certificate of Survey No. 3804, S88°19'53"E 468.99 feet to a point on the westerly R/W of a City street known as Truck Route; Thence S01°39'20"W along said westerly R/W approximately 150 feet more or less to a point that is N88°04'17"W from the northwest corner of Tract 3 of Certificate of Survey No. 13264; Thence leaving said westerly R/W, S88°04'17"E 60 feet to the northwest corner of said Tract 3; Thence S88°04'17"E 100.74 feet; Thence S87°58'33"E 100.01 feet to the southwest corner of Lot 5 of the plat of Columbia Falls Industrial Sites; Thence S88°00'29"E 264.78 feet to the southeast corner of said Lot 5; Thence continuing S88°00'29"E 455 feet more or less to a point on the east boundary of Tract 5 of Certificate of Survey No. 5160; Thence along said east boundary of Tract 5, N00°16'53"E 49.2 feet more or less to the southwest corner of Tract 6 on said Certificate of Survey No. 5160; Thence along said south boundary of said Tract 6, S89°50'13"E 577.80 feet to a point on the northwesterly R/W of the BNSF Railroad; Thence along said Railroad R/W, S48°38'56"W 571.45 feet to a point on the north boundary of the Northeast Quarter of Section 18, T30N, R20W; Thence along said north Section line, N89°50'13"W 1004.7 feet more or less to a point that is NORTH from the northwest corner of Lot 1 of the plat of L-P Subdivision; Thence leaving said Section line, SOUTH 50 feet more or less to the northwest corner of said Lot 1; Thence SOUTH 330.00 feet to the southwest corner of said Lot 1; Thence S89°41'52"W 1034.00 feet more or less to a point on the east boundary of Lot 2 of said O'Neil Subdivision; Thence SOUTH 407.10 feet to the southeast corner of said Lot 2; Thence along the south boundary of said Lot 2, WEST 605.90 feet to the point of beginning.





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

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

Item No.12.

DATE: November 10, 2021
TO: Mayor and City Council
FROM: Shawn Bates, Finance Director
Susan M. Nicosia, City Manager

RE: Financial Report – October 2021

Attached are the following condensed monthly reports for your review. Reports reflect activity from July 1, 2021 through October 31, 2021.

We have completed 33% of the fiscal year. The accounting system has been updated to include all budgetary information including line items as prepared by the City Manager and approved by Council. Reserves within the cash report have been updated to reflect the current budgeted amounts.

- First report: Summary of **Revenues Budget and Actual** for the Month of October and Year to Date. In total, we have received 12% of total revenues budgeted compared to 30% for the prior year.
- Second report: Summary of **Expenditures Budget and Actual** for the Month of October and Year to Date. There are no significant variances from anticipated expenditures/expenses. In total, we have committed 11% of the total expenditure budget compared to 30% for the prior year.
- Third report: Detail revenue and expenditures/expense for the General Fund, Water Operating Fund, and Sewer Operating Fund. These reports show detail totals of revenues by source and expenditures/expenses by activity.
- The General Fund has incurred (\$486,854) more in expenditures than revenues through October 2021, compared to (\$480,290) last year for the same time period.
 - The Water Fund reflects revenues exceeding expenses by \$154,640 to date compared to \$585,429 in the prior year.
 - The Sewer Fund reflects YTD revenues exceeding expenses \$159,172 compared to \$151,776 in the prior year.
- Fourth report: The Cash Balance report for October 2021 has been provided as a separate report for your review. Total reconciled cash/investments equal \$10,166,205 compared to \$8,402,245 from one year ago. The City as of October 31, 2021 had invested \$8,768,556 in STIP (October average rate was .1116955%, \$299,614 in Glacier Bank, MBS various term investments of \$1,146,000 with rates ranging from 1.16% to 2.0%.

Should you have any questions on these reports or any financial matter, please do not hesitate to contact me via email: batess@cityofcolumbiafalls.com or by phone at 406-892-4327.

11/10/21
16:47:28

CITY OF COLUMBIA FALLS
Statement of Revenue Budget vs Actuals
For the Accounting Period: 10 / 21

Page: 1 of 1
Report ID: B110F

Fund	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
1000 GENERAL FUND	65,746.52	445,039.18	3,054,676.00	2,609,636.82	15 %
2310 TAX INCREMENT DISTRICT FUND	115.39	35,257.94	2,900.00	-32,357.94	*** %
2311 TEDD-INDUSTRIAL PARK	0.62	33.40	0.00	-33.40	** %
2372 PERMISSIVE MEDICAL LEVY	5,904.04	14,414.88	227,573.00	213,158.12	6 %
2394 BUILDING CODE ENFORCEMENT FUND	10,650.52	30,457.32	211,450.00	180,992.68	14 %
2400 SPECIAL LIGHTING DISTRICT FUND	1.95	908.38	30,219.00	29,310.62	3 %
2500 SPECIAL STREET MAINTENANCE DISTRICT FUND	149.38	11,098.95	372,632.00	361,533.05	3 %
2700 CEDAR CREEK TRUST	95.86	929.18	69,946.00	69,016.82	1 %
2820 GAS TAX FUND	8,345.12	33,380.47	100,141.00	66,760.53	33 %
2917 CRIME VICTIMS ASSISTANCE FUND	196.00	1,237.00	6,000.00	4,763.00	21 %
2991 ARPA COVID-19 Recovery Funds	0.00	2,257.19	752,738.00	750,480.81	0 %
3020 G0 Street Improvements	2,047.10	5,313.45	76,444.00	71,130.55	7 %
3534 SID 34 FUND - 5th Avenue Water Main	0.12	1,068.44	6,310.00	5,241.56	17 %
3536 SID 36 FUND - Talbott & 4th Avenue Water Main	0.13	228.29	3,344.00	3,115.71	7 %
3538 SID 38 FUND - Riverwood	1.48	551.61	28,317.00	27,765.39	2 %
4000 CAPITAL PROJECTS FUND - Building Improvements	20.11	195.89	600.00	404.11	33 %
4010 CAPITAL PROJECTS FUND - Parks Improvements	4,779.76	312.47	52,200.00	51,887.53	1 %
4020 CAPITAL PROJECTS FUND - General Equipment	22.34	217.20	78,535.00	78,317.80	0 %
4040 CAPITAL PROJECTS FUND - Street Construction	48.77	472.76	273,341.00	272,868.24	0 %
5210 WATER ENTERPRISE FUND	55,748.80	378,049.23	784,895.00	406,845.77	48 %
5211 WATER CAPITAL EXPANSION	2,476.58	72,703.50	99,000.00	26,296.50	73 %
5310 SEWER ENTERPRISE FUND	98,169.02	413,908.40	6,595,608.00	6,181,699.60	6 %
5311 SEWER CAPITAL EXPANSION	3,749.75	89,724.14	90,500.00	775.86	99 %
7120 FIRE RELIEF DISABILITY/PENSION FUND	1,139.83	5,025.49	69,134.00	64,108.51	7 %
Grand Total:	259,409.19	1,542,784.76	12,986,503.00	11,443,718.24	12 %

11/10/21
16:53:21

CITY OF COLUMBIA FALLS
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 10 / 21

Page: 1 of 1
Report ID: B100F

Fund	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
1000 GENERAL FUND	255,620.66	931,893.90	3,518,157.00	3,518,157.00	2,586,263.10	26 %
2310 TAX INCREMENT DISTRICT FUND	1,700.00	6,376.67	535,000.00	535,000.00	528,623.33	1 %
2372 PERMISSIVE MEDICAL LEVY	0.00	0.00	237,663.00	237,663.00	237,663.00	0 %
2394 BUILDING CODE ENFORCEMENT FUND	7,387.76	29,308.47	211,480.00	211,480.00	182,171.53	14 %
2400 SPECIAL LIGHTING DISTRICT FUND	2,597.54	9,252.44	51,420.00	51,420.00	42,167.56	18 %
2500 SPECIAL STREET MAINTENANCE DISTRICT	30,602.94	102,169.98	476,679.00	476,679.00	374,509.02	21 %
2700 CEDAR CREEK TRUST	0.00	0.00	180,000.00	180,000.00	180,000.00	0 %
2820 GAS TAX FUND	12,134.70	26,304.34	111,057.00	111,057.00	84,752.66	24 %
2821 Special Road/Street Allocation Program	0.00	145,717.00	145,717.00	145,717.00	0.00	100 %
2917 CRIME VICTIMS ASSISTANCE FUND	196.00	1,237.00	6,000.00	6,000.00	4,763.00	21 %
2940 CDBG-HOME INVESTMENT PARTNERSHIP	0.00	0.00	135,762.00	135,762.00	135,762.00	0 %
2991 ARPA COVID-19 Recovery Funds	0.00	0.00	1,503,219.00	1,503,219.00	1,503,219.00	0 %
3020 GO Street Improvements	0.00	19,877.81	81,941.00	81,941.00	62,063.19	24 %
3534 SID 34 FUND - 5th Avenue Water Main	0.00	0.00	6,310.00	6,310.00	6,310.00	0 %
3536 SID 36 FUND - Talbott & 4th Avenue	0.00	0.00	3,344.00	3,344.00	3,344.00	0 %
3538 SID 38 FUND - Riverwood	0.00	0.00	28,094.00	28,094.00	28,094.00	0 %
4000 CAPITAL PROJECTS FUND - Building	68,593.57	69,628.57	149,200.00	149,200.00	79,571.43	47 %
4010 CAPITAL PROJECTS FUND - Parks	1,434.85	166,234.28	289,000.00	289,000.00	122,765.72	58 %
4020 CAPITAL PROJECTS FUND - General	0.00	5,443.55	53,000.00	53,000.00	47,556.45	10 %
4040 CAPITAL PROJECTS FUND - Street	0.00	0.00	835,709.00	835,709.00	835,709.00	0 %
5210 WATER ENTERPRISE FUND	94,546.29	223,408.38	1,116,673.00	1,116,673.00	893,264.62	20 %
5310 SEWER ENTERPRISE FUND	67,462.43	254,735.93	7,051,976.00	7,051,976.00	6,797,240.07	4 %
5311 SEWER CAPITAL EXPANSION	0.00	0.00	1,139,595.00	1,139,595.00	1,139,595.00	0 %
7120 FIRE RELIEF DISABILITY/PENSION FUND	0.00	0.00	69,134.00	69,134.00	69,134.00	0 %
Grand Total:	542,276.74	1,991,588.32	17,936,130.00	17,936,130.00	15,944,541.68	11 %

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CITY OF COLUMBIA FALLS
Revenue/Expenditure Ledger
For the Accounting Period: 10 / 21

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1000 GENERAL FUND

	Beginning	Debit	Credit	Net Change	Ending Balance
REVENUE					
311010 Real Property Taxes	29,914.66	0.00	64.39	64.39	29,979.05
311020 Personal Property Taxes	18,826.12	0.00	31,596.27	31,596.27	50,422.39
312000 Penalty & Interest on Delinquent	1,468.66	0.00	11.15	11.15	1,479.81
322010 Alcoholic Beverage Licenses and	6,675.00	0.00	0.00	0.00	6,675.00
322020 Professional Business Licenses	370.00	0.00	207.50	207.50	577.50
322030 General Business Licenses	747.50	0.00	45.00	45.00	792.50
323060 Non-Exclusive Cable TV Franchise	10,813.30	0.00	0.00	0.00	10,813.30
331052 MDOT-Highway Planning &	2,909.33	792.82	0.00	(792.82)	2,116.51
331112 Stonegarden Grant CFDA # 97.067	0.00	0.00	0.00	0.00	0.00
331179 Alcohol Compliance Check Program	0.00	0.00	0.00	0.00	0.00
334000 State Grants/Hwy Safety	(2,559.22)	0.00	5,219.56	5,219.56	2,660.34
334122 DNRC Grant	0.00	0.00	0.00	0.00	0.00
335120 Gambling Licenses & Permits	0.00	0.00	0.00	0.00	0.00
335230 State Entitlement	194,361.50	0.00	0.00	0.00	194,361.50
336020 State On-Behalf Retirement	0.00	0.00	0.00	0.00	0.00
337340 Flathead County (EMS)	0.00	0.00	0.00	0.00	0.00
337350 Flathead County (SRO)	0.00	0.00	0.00	0.00	0.00
337360 School District #6 (SRO)	0.00	0.00	0.00	0.00	0.00
341000 General Miscellaneous (Copies,	284.65	0.00	94.50	94.50	379.15
341070 Planning and Zoning Fees	5,350.00	0.00	7,070.00	7,070.00	12,420.00
342020 Special Fire Protection Services	21,250.00	0.00	0.00	0.00	21,250.00
342021 Fire Protective Inspections	1,677.00	0.00	1,683.00	1,683.00	3,360.00
346030 Swimming Pool User Fees	7,279.03	0.00	0.00	0.00	7,279.03
346031 Parks Use Permits/Fees	850.00	0.00	0.00	0.00	850.00
346032 Pool Concession Fees	623.53	0.00	0.00	0.00	623.53
346033 Swim Lessons	3,432.00	0.00	0.00	0.00	3,432.00
346034 Individual Swim Pass	32.00	0.00	0.00	0.00	32.00
346035 Lap Swim Pass	0.00	0.00	0.00	0.00	0.00
346036 Family Swim Pass	1,090.00	0.00	0.00	0.00	1,090.00
346037 Pool Parties	625.00	0.00	0.00	0.00	625.00
346050 Swim Team Agreement	0.00	0.00	0.00	0.00	0.00
351030 City Courts Fines & Forfeitures	66,355.65	0.00	19,801.00	19,801.00	86,156.65
351031 Court Fines Surcharge	2,115.00	0.00	557.50	557.50	2,672.50
351034 Court Administration Costs	144.00	0.00	46.50	46.50	190.50
365000 Contributions and Donations	3,035.00	0.00	0.00	0.00	3,035.00
366000 Miscellaneous	200.00	0.00	0.00	0.00	200.00
371010 Investment Earnings	1,422.95	0.00	142.97	142.97	1,565.92
383000 Interfund Operating Transfer	0.00	0.00	0.00	0.00	0.00
Total REVENUE	379,292.66	792.82	66,539.34	65,746.52	445,039.18
EXPENDITURES					
410100 LEGISLATIVE SERVICES	25,754.81	4,733.36	0.00	4,733.36	30,488.17
410131 Tree City Program (Tree Board)	5,091.19	1,797.89	0.00	1,797.89	6,889.08
410132 Arbor Day (Tree Board)	0.00	0.00	0.00	0.00	0.00
410360 CITY COURT	40,616.94	20,859.04	0.00	20,859.04	61,475.98
410365 CITY COURT PROSECUTION	14,011.04	3,502.76	0.00	3,502.76	17,513.80
410400 ADMINISTRATIVE SERVICES	12,863.58	6,946.69	0.00	6,946.69	19,810.27
410500 DEPT. OF FINANCE	39,842.92	19,443.02	0.00	19,443.02	59,285.94

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CITY OF COLUMBIA FALLS
Revenue/Expenditure Ledger
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1000 GENERAL FUND

	Beginning	Debit	Credit	Net Change	Ending Balance
410580 Computer Systems & Programs	9,461.50	2,509.39	0.00	2,509.39	11,970.89
411000 PLANNING & ZONING	14,643.34	9,743.23	0.00	9,743.23	24,386.57
411100 LEGAL SERVICES	6,073.32	2,778.33	0.00	2,778.33	8,851.65
411200 FACILITIES ADMINISTRATION	21,085.87	18,564.63	90.00	18,474.63	39,560.50
411800 Employee Asst Program & Flex Plan	1,180.00	0.00	0.00	0.00	1,180.00
420100 LAW ENFORCEMENT SERVICES	236,945.84	134,364.14	5,219.56	129,144.58	366,090.42
420400 FIRE PROTECTION & CONTROL	45,417.03	22,645.15	7,562.89	15,082.26	60,499.29
420730 Emergency Medical Services	0.00	0.00	0.00	0.00	0.00
430200 ROAD & STREET SERVICES	19,686.00	0.00	0.00	0.00	19,686.00
430400 Transit Systems	0.00	0.00	0.00	0.00	0.00
431200 Flood Control-High Hazard Dam	11,263.45	364.89	0.00	364.89	11,628.34
440600 ANIMAL CONTROL SERVICES	0.00	0.00	0.00	0.00	0.00
460400 PARK & RECREATION SERVICES	43,806.04	19,907.26	0.00	19,907.26	63,713.30
460445 SWIMMING POOL	40,494.58	333.33	0.00	333.33	40,827.91
490500 Other Debt Service Payments	6,190.29	0.00	0.00	0.00	6,190.29
510100 SPECIAL ASSESSMENTS	0.00	0.00	0.00	0.00	0.00
510300 ORDINANCE CODIFICATION/CONSULTANTS	0.00	0.00	0.00	0.00	0.00
510330 Comprehensive Liability Insurance	81,845.50	0.00	0.00	0.00	81,845.50
510620 TERMINATION COSTS	0.00	0.00	0.00	0.00	0.00
521000 INTERFUND OPERATING TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
Total EXPENDITURES	676,273.24	268,493.11	12,872.45	255,620.66	931,893.90

Revenue less Expenditures Current Month (189,874.14)

Revenue less Expenditures Year to Date (486,854.72)

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5210 WATER ENTERPRISE FUND

	Beginning	Debit	Credit	Net Change	Ending Balance
REVENUE					
331991 CARES/ARPA GRANT CFDA#21.019/21.027	0.00	0.00	0.00	0.00	0.00
343020 Water Administration Fee	0.00	0.00	0.00	0.00	0.00
343021 Metered Water Sales	291,044.38	0.00	53,279.12	53,279.12	344,323.50
343022 Water Testing Charge - 75-6-108	0.00	0.00	0.00	0.00	0.00
343024 Sale of Materials, Supplies & Misc.	10,106.09	0.00	726.21	726.21	10,832.30
343025 Water Permit Fees	350.00	0.00	50.00	50.00	400.00
343026 Water Connection Fees/New	1,930.00	25.00	660.00	635.00	2,565.00
343027 Repairs/Materials & Supplies	15,570.23	0.00	90.66	90.66	15,660.89
343028 Late Charges/Disconnect &	2,337.74	0.00	855.36	855.36	3,193.10
363020 Special Assmts - Bond P&I	0.00	0.00	0.00	0.00	0.00
371010 Investment Earnings	961.99	0.00	112.45	112.45	1,074.44
Total REVENUE	322,300.43	25.00	55,773.80	55,748.80	378,049.23
EXPENDITURES					
430500 Water Operating	83,019.86	78,695.66	837.80	77,857.86	160,877.72
430560 Administration	21,031.88	10,101.53	0.00	10,101.53	31,133.41
430570 Water Customer Accounting &	12,084.10	6,586.90	0.00	6,586.90	18,671.00
490210 Revenue Bonds, Series 2005	0.00	0.00	0.00	0.00	0.00
490220 Water Revenue Bonds Series 2020	0.00	0.00	0.00	0.00	0.00
510330 Comprehensive Liability Insurance	12,726.25	0.00	0.00	0.00	12,726.25
510400 Depreciation	0.00	0.00	0.00	0.00	0.00
Total EXPENDITURES	128,862.09	95,384.09	837.80	94,546.29	223,408.38
Revenue less Expenditures Current Month (					38,797.49)
Revenue less Expenditures Year to Date					154,640.85

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5310 SEWER ENTERPRISE FUND

	Beginning	Debit	Credit	Net Change	Ending Balance
REVENUE					
331991 CARES/ARPA GRANT CFDA#21.019/21.027	0.00	0.00	0.00	0.00	0.00
334122 DNRC Grant	0.00	0.00	0.00	0.00	0.00
343030 Sewer Administrative Fees	0.00	0.00	0.00	0.00	0.00
343031 Sewer Service Charges	312,242.79	13.81	92,784.60	92,770.79	405,013.58
343032 Sewer Connection Fees/New	1,200.00	0.00	150.00	150.00	1,350.00
343033 Sewer Permit Fees	400.00	0.00	50.00	50.00	450.00
343035 Sale of Materials, Supplies & Misc.	211.02	0.00	70.34	70.34	281.36
343038 Disposal Fee Agreements	458.79	0.00	4,983.45	4,983.45	5,442.24
363020 Special Assmts - Bond P&I	0.00	0.00	0.00	0.00	0.00
371010 Investment Earnings	1,226.78	0.00	144.44	144.44	1,371.22
383000 Interfund Operating Transfer	0.00	0.00	0.00	0.00	0.00
Total REVENUE	315,739.38	13.81	98,182.83	98,169.02	413,908.40
EXPENDITURES					
430600 Sewer Operating	123,633.87	50,785.91	10.29	50,775.62	174,409.49
430610 Sewer Administration	21,031.96	10,100.22	0.00	10,100.22	31,132.18
430670 Sewer Customer Accounting &	12,080.92	6,586.59	0.00	6,586.59	18,667.51
490215 Revenue Bonds, Series 2009	0.00	0.00	0.00	0.00	0.00
510330 Comprehensive Liability Insurance	30,526.75	0.00	0.00	0.00	30,526.75
510400 Depreciation	0.00	0.00	0.00	0.00	0.00
Total EXPENDITURES	187,273.50	67,472.72	10.29	67,462.43	254,735.93
Revenue less Expenditures Current Month					30,706.59
Revenue less Expenditures Year to Date					159,172.47
Grand Total Revenue less Expenditures Current Month (					197,965.04)
Grand Total Revenue less Expenditures Year to Date (					173,041.40)

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CITY OF COLUMBIA FALLS
Cash Report
For the Accounting Period: 10/21

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Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
1000 GENERAL FUND						
101000 CASH/CASH EQUIVALENTS	217,200.53	74,829.73	105.13	1,208.00	289,404.88	1,522.51
102000 CASH - RESERVE	712,625.00	0.00	0.00	0.00	0.00	712,625.00
102015 Cash-Restricted for	24,183.56	0.00	0.00	0.00	0.00	24,183.56
102200 CASH - RESTRICTED DONATIONS	1,000.00	0.00	0.00	0.00	0.00	1,000.00
103000 CASH - CHANGE FUND/PETTY CASH	200.00	0.00	0.00	0.00	0.00	200.00
Total Fund	955,209.09	74,829.73	105.13	1,208.00	289,404.88	739,531.07
2310 TAX INCREMENT DISTRICT FUND						
101000 CASH/CASH EQUIVALENTS	567,243.01	115.39	0.00	0.00	4,676.67	562,681.73
102000 CASH - RESERVE	586,063.00	0.00	0.00	0.00	0.00	586,063.00
Total Fund	1,153,306.01	115.39			4,676.67	1,148,744.73
2311 TEDD-INDUSTRIAL PARK						
101000 CASH/CASH EQUIVALENTS	1,474.33	0.62	0.00	0.00	0.00	1,474.95
102000 CASH - RESERVE	5,642.00	0.00	0.00	0.00	0.00	5,642.00
Total Fund	7,116.33	0.62				7,116.95
2372 PERMISSIVE MEDICAL LEVY						
101000 CASH/CASH EQUIVALENTS	18,600.89	5,904.04	0.00	0.00	0.00	24,504.93
102000 CASH - RESERVE	10,000.00	0.00	0.00	0.00	0.00	10,000.00
Total Fund	28,600.89	5,904.04				34,504.93
2394 BUILDING CODE ENFORCEMENT FUND						
101000 CASH/CASH EQUIVALENTS	-2,067.01	10,770.52	0.00	0.00	7,340.46	1,363.05
102000 CASH - RESERVE	193,277.00	0.00	0.00	0.00	0.00	193,277.00
Total Fund	191,209.99	10,770.52			7,340.46	194,640.05
2400 SPECIAL LIGHTING DISTRICT FUND						
101000 CASH/CASH EQUIVALENTS	15,452.96	1.95	0.00	0.00	2,597.54	12,857.37
102000 CASH - RESERVE	9,674.00	0.00	0.00	0.00	0.00	9,674.00
Total Fund	25,126.96	1.95			2,597.54	22,531.37
2500 SPECIAL STREET MAINTENANCE DISTRICT FUND						
101000 CASH/CASH EQUIVALENTS	44,120.05	149.38	0.00	1,208.00	28,143.46	14,917.97
102000 CASH - RESERVE	101,034.00	0.00	0.00	0.00	0.00	101,034.00
Total Fund	145,154.05	149.38		1,208.00	28,143.46	115,951.97
2700 CEDAR CREEK TRUST						
101000 CASH/CASH EQUIVALENTS	110,886.82	95.86	0.00	0.00	0.00	110,982.68
102030 Cash/Investments-Restricted	995,260.00	0.00	0.00	0.00	0.00	995,260.00
Total Fund	1,106,146.82	95.86				1,106,242.68
2820 GAS TAX FUND						
101000 CASH/CASH EQUIVALENTS	21,781.39	8,345.12	84.00	0.00	8,484.00	21,726.51
2821 Special Road/Street Allocation Program						
101000 CASH/CASH EQUIVALENTS	0.31	0.00	0.00	0.00	0.00	0.31
2917 CRIME VICTIMS ASSISTANCE FUND						
101000 CASH/CASH EQUIVALENTS	0.00	196.00	0.00	0.00	196.00	0.00
2940 CDBG-HOME INVESTMENT PARTNERSHIP PROGRAM GRANT FUND						
101000 CASH/CASH EQUIVALENTS	135,762.00	0.00	0.00	0.00	0.00	135,762.00
2991 ARPA COVID-19 Recovery Funds						
101000 CASH/CASH EQUIVALENTS	752,737.92	0.00	0.00	0.00	0.00	752,737.92
3020 GO Street Improvements						

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CITY OF COLUMBIA FALLS
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Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
101000 CASH/CASH EQUIVALENTS	-11,114.06	2,047.10	0.00	0.00	0.00	-9,066.96
102000 CASH - RESERVE	43,000.00	0.00	0.00	0.00	0.00	43,000.00
Total Fund	31,885.94	2,047.10				33,933.04
3534 SID 34 FUND - 5th Avenue Water Main						
101000 CASH/CASH EQUIVALENTS	1,068.32	0.12	0.00	0.00	0.00	1,068.44
102000 CASH - RESERVE	300.93	0.00	0.00	0.00	0.00	300.93
Total Fund	1,369.25	0.12				1,369.37
3536 SID 36 FUND - Talbott & 4th Avenue Water Main						
101000 CASH/CASH EQUIVALENTS	499.22	0.13	0.00	0.00	0.00	499.35
102000 CASH - RESERVE	1,049.47	0.00	0.00	0.00	0.00	1,049.47
Total Fund	1,548.69	0.13				1,548.82
3538 SID 38 FUND - Riverwood						
101000 CASH/CASH EQUIVALENTS	117.71	1.48	0.00	0.00	0.00	119.19
102010 CASH - SID RESTRICTED BOND	17,000.00	0.00	0.00	0.00	0.00	17,000.00
Total Fund	17,117.71	1.48				17,119.19
4000 CAPITAL PROJECTS FUND - Building Improvements						
101000 CASH/CASH EQUIVALENTS	148,238.80	20.11	0.00	0.00	1,115.07	147,143.84
102000 CASH - RESERVE	84,925.00	0.00	0.00	0.00	0.00	84,925.00
Total Fund	233,163.80	20.11			1,115.07	232,068.84
4010 CAPITAL PROJECTS FUND - Parks Improvements						
101000 CASH/CASH EQUIVALENTS	67,455.28	4,779.76	0.00	0.00	2,306.81	69,928.23
102000 CASH - RESERVE	273,494.00	0.00	0.00	0.00	0.00	273,494.00
Total Fund	340,949.28	4,779.76			2,306.81	343,422.23
4020 CAPITAL PROJECTS FUND - General Equipment						
101000 CASH/CASH EQUIVALENTS	-30,783.33	22.34	0.00	0.00	0.00	-30,760.99
102000 CASH - RESERVE	288,598.00	0.00	0.00	0.00	0.00	288,598.00
Total Fund	257,814.67	22.34				257,837.01
4040 CAPITAL PROJECTS FUND - Street Construction						
101000 CASH/CASH EQUIVALENTS	408,792.48	48.77	0.00	0.00	0.00	408,841.25
102016 CASH-RESTRICTED RR STREET	154,000.00	0.00	0.00	0.00	0.00	154,000.00
Total Fund	562,792.48	48.77				562,841.25
5210 WATER ENTERPRISE FUND						
101000 CASH/CASH EQUIVALENTS	403,019.69	84,040.37	837.80	7,515.96	88,487.91	391,893.99
102222 CASH - Bond Reserve, 2005	35,308.00	0.00	0.00	0.00	0.00	35,308.00
102223 CASH - Bond Reserve, 2020	21,863.00	0.00	0.00	0.00	0.00	21,863.00
102230 CASH - Surplus Capital	261,733.25	0.00	0.00	0.00	0.00	261,733.25
102240 CASH - Replacement &	586,754.00	0.00	0.00	0.00	0.00	586,754.00
103000 CASH - CHANGE FUND/PETTY CASH	150.00	0.00	0.00	0.00	0.00	150.00
Total Fund	1,308,827.94	84,040.37	837.80	7,515.96	88,487.91	1,297,702.24
5211 WATER CAPITAL EXPANSION						
102230 CASH - Surplus Capital	317,884.44	2,476.58	0.00	0.00	0.00	320,361.02
5310 SEWER ENTERPRISE FUND						
101000 CASH/CASH EQUIVALENTS	393,941.75	99,546.80	3,117.17	0.00	81,568.00	415,037.72
102225 Cash-Bond Reserve - 2009 Series	72,111.25	0.00	0.00	0.00	0.00	72,111.25
102230 CASH - Surplus Capital	313,893.54	0.00	0.00	0.00	0.00	313,893.54
102235 CASH - Restricted WWTP	481,734.52	0.00	0.00	0.00	0.00	481,734.52

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CITY OF COLUMBIA FALLS
Cash Report
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Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
102240 CASH - Replacement &	383,940.00	0.00	0.00	0.00	0.00	383,940.00
103000 CASH - CHANGE FUND/PETTY CASH	150.00	0.00	0.00	0.00	0.00	150.00
Total Fund	1,645,771.06	99,546.80	3,117.17		81,568.00	1,666,867.03
5311 SEWER CAPITAL EXPANSION						
102230 CASH - Surplus Capital	1,135,804.17	3,749.75	0.00	0.00	0.00	1,139,553.92
7120 FIRE RELIEF DISABILITY/PENSION FUND						
101000 CASH/CASH EQUIVALENTS	2,572.10	1,140.15	0.00	0.00	0.00	3,712.25
7196 FLEXIBLE SPENDING ACCOUNT						
105100 Amount held by Flex Plan	6,898.03	730.96	0.00	0.00	0.00	7,628.99
7910 PAYROLL FUND						
101000 CASH/CASH EQUIVALENTS	-4,071.61	4,607.00	309,021.18	277,545.37	0.00	32,011.20
7930 CLAIMS FUND						
101000 CASH/CASH EQUIVALENTS	20,046.53	0.00	201,155.53	201,747.34	0.00	19,454.72
Totals	10,402,526.24	303,620.03	514,320.81	489,224.67	514,320.80	10,216,921.61

*** Transfers In and Transfers Out columns should match, with the following exceptions:

- 1) Cancelled electronic checks increase the Transfers In column. Disbursed column will be overstated by the same amount and will not balance to the Redeemed Checks List.
- 2) Payroll Journal Vouchers including local deductions with receipt accounting will reduce the Transfers Out column by the total amount of these checks.

Columbia Falls Police Department
Monthly Activity Report
October 2021

Police	October					5 Year Average
	2021	2020	2019	2018	2017	
Arrests (Total)	28	44	41	49	33	39
Adult	21	30	27	33	28	28
Juvenile	7	14	14	16	5	11
Accidents Investigated	17	22	15	10	10	15
Stolen Property (Value)	32572	21388	2514	8712	5574	14152
Stolen Property (Recovered)	1050	20400	0	75	180	4341
Criminal Mischief (Incidents)	3	2	4	9	1	4
Damage Amount	1400	100	500	650	88	548
Misdemeanor Citations Issued	96	94	120	149	158	123
Traffic Offenses	89	88	104	134	132	109
Cell Phone Violations	2	4	4	1	1	2
DUI Offenses	2	5	8	3	4	4
Drug Offenses	6	1	4	5	3	4
Traffic Stops	182	178	197	345	171	215
Court Fines and Forfeitures	21639	16065	14363	14000	17162	16646
Miles Patrolled	8212	7597	9533	6342	N/A	7921
911 Phone Calls	119	149	79	77	78	100
Incident Reports	886	828	881	1048	808	890
Domestic Abuse/Assault	34	31	30	43	23	32
Felony Investigations	11	10	10	8	6	9
Business Checks	64	55	56	61	57	59
Welfare Checks	10	14	10	13	8	11
Citizen Assist	45	41	67	79	106	68
Agency Assist	26	25	46	41	65	41

**CITY OF COLUMBIA FALLS
CORRESPONDENCE LIST
COUNCIL MEETING
November 15, 2021**

11/02/21 Letter from Mayor Barnhart to Flathead County Board of Commissioners recommending reappointment of Police Chief Peters to the FECC Operations Board.