



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

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

**CITY COUNCIL REGULAR MEETING
AGENDA
MONDAY, JUNE 01, 2020
COUNCIL CHAMBERS CITY HALL**

FINANCE COMMITTEE – 6:30 P.M

(Barnhart, Fisher, Karper)

NOTE: REGULAR MEETING WILL BE HELD IN COUNCIL CHAMBERS AS WELL AS VIRTUAL MEETING TO ALLOW FOR SOCIAL DISTANCING. CONTACT CITY CLERK BARB STAALAND TO REGISTER FOR LOGIN INFORMATION.
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 - June 1, 2020 - \$34,504.81
2. Approval of Payroll Claims - May 29, 2020 - \$74,995.24
3. Approval of Council Meeting Minutes - May 18, 2020
4. Approval of 3-year Contract - Backflow Testing - 406 Innovative Solutions, LLP
5. Approval of Contract Amendment - Morrison-Maierle - Well Project Construction Engineering and authorize City Manager to execute.

VISITORS/PUBLIC COMMENT (Items not on agenda)

APPOINTMENTS:

6. Volunteer Fireman - Kelly Smith

NOTICE OF PUBLIC HEARINGS/PUBLIC HEARINGS:

7. Notice of Public Hearing: The Columbia Falls City-County Planning Board will hold a public hearing for the following item at their regular meeting on Tuesday, June 9th, 2020 at 6:30 p.m. at the Council Chambers of City Hall, 130 6th Street West, Columbia Falls, Montana. The Columbia Falls City Council will hold a subsequent hearing on July 6, 2020 starting at 7:00 p.m. in the same location. Both hearings will be conducted in accordance with the most current recommended and/or required public health and safety protocols in place at the time of the hearing. The City website, <https://cityofcolumbiafalls.org>, will contain updated information if there is any change to the planned hearings

Request to establish a Planned Unit Development in the Columbia Falls Zoning Jurisdiction: Erik Eckert is requesting a Planned Unit Development overlay for the property located on 7th Street East between 1st and 2nd Avenues East. The PUD takes three existing city lots all zoned CR-5 and reorients them creating four townhouse units. The overall effect is a reduction in units from six to four. No other deviations are requested through the PUD. The property is described as Lots 8, 9, & 10, Block 46, Columbia Falls Townsite in Section 8, Township 30 North, Range 20 West, P.M.M., Flathead County.

8. Public Hearing - June 1, 2020: Request for a Conditional Use Permit to operate a dog kennel: Brunz Enterprises LLC (Will & Andrea Brunz) is requesting a Conditional Use Permit to operate a dog kennel on property located at 443 Rogers Road in Columbia Falls. The 11.8 acre property is described as Assessor's Tract 2M (Tract 4 of COS 20092) in SW1/4SE1/4 of Section 16, Township 30 North, Range 20 West, P.M.M., Flathead County. The property is zoned SAG-5 in the Columbia Falls Zoning Jurisdiction. Commercial Kennels require a Conditional Use Permit in the SAG-5 Zoning District.

- a. Adopt Staff Report CCU-20-01 as findings of fact.
- b. Approve Conditional Use Permit as conditioned.

NEW BUSINESS:

9. Award Bids - LHC, Inc. - Water Supply Well No. 3 Project

ORDINANCES / RESOLUTIONS:

10. Resolution 1817 - A Resolution of the City Council of the City of Columbia Falls, Montana, Authorizing the Formal Naming of Riverbend Park to the Julie Plevel Memorial Park
11. Resolution 1818 - A Resolution of the City Council of Columbia Falls, Montana Establishing Fees for the Use of the City's Pool for the 2020 Season
12. Resolution 1819 - A Resolution of the City Council of the City of Columbia Falls, Montana Adopting a Revised Fee Schedule for Beer, Wine and Liquor Licensing

REPORTS / BUSINESS FROM MAYOR & COUNCIL

CITY MANAGER REPORT

CITY ATTORNEY REPORT

MISCELLANEOUS

13. Council Correspondence

ADJOURN

Next Scheduled Meetings:

City Council – Regular Meeting - June 15, 2020 – 7:00 PM

Planning Board – June 9, 2020 - 6:30 PM

05/28/20
10:47:02

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Claim Approval Signature Page
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Council Meeting Date: 06/01/2020

Claims Submitted to Council: \$ 34,504.81

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

Prepared By: Sandy Carlson, Finance Director

Sandy Carlson

Approved by Susan M. Nicosia, City Manager

Susan Nicosia

City Council to Approve by motion on consent agenda

The following claims are significant:

- School District # 6 - \$6,000 Youth Rec program - (Fund 1000)
- Flathead Cty Clerk & Recorder - \$5,249.96 Election costs - (Fund 1000)

The remaining items are routine. Please let me know if you have questions.

Sandy

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Fund Summary for Claims
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Fund/Account	Amount
1000 GENERAL FUND	
101000 CASH/CASH EQUIVALENTS	\$20,251.19
2500 SPECIAL STREET MAINTENANCE DISTRICT FUND	
101000 CASH/CASH EQUIVALENTS	\$1,601.59
4040 CAPITAL PROJECTS FUND - Street	
101000 CASH/CASH EQUIVALENTS	\$5,689.07
5210 WATER ENTERPRISE FUND	
101000 CASH/CASH EQUIVALENTS	\$4,466.90
5310 SEWER ENTERPRISE FUND	
101000 CASH/CASH EQUIVALENTS	\$2,496.06
Total:	\$34,504.81

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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
40573		999999 ADVENTURE CYCLING ASSOCIATION	25.00					
	052020	05/20/20 PRKS-REFUND PARK USE FEE	25.00			1000 346031		101000
		Total for Vendor:	25.00					
40569		2909 AG-WEST DISTRIBUTING COMPANY,	631.29					
	0563754-IN	05/19/20 STRS-VALVE,HOSE,SWIVEL PIP	631.29			2500 430200 240		101000
		Total for Vendor:	631.29					
40595		999999 ARMSTRONG, REBECCA	174.04					
		Service Address: 1010 5th Ave West						
	02102-13	05/28/20 WTR-DEPOSIT REFUND	174.04			5210 214010		101000
		Total for Vendor:	174.04					
40587		2825 BATTERIES PLUS BULBS #647	20.00					
	P25641096	04/02/20 WTR-12V LEAD	20.00			5210 430500 220		101000
		Total for Vendor:	20.00					
40586		2930 BNSF RAILWAY CO	1,266.00					
	20-65202A	05/21/20 WTR-3RD WELL -RPLI	1,266.00*			5210 430500 390		101000
		Total for Vendor:	1,266.00					
40561		1260 CARQUEST AUTO PARTS	39.65					
	338926	05/12/20 WTR-OIL/OIL FILTER 2019 RAM 15	32.10			5210 430500 231		101000
	339300	05/12/20 SWR-COUPLER	7.55			5310 430600 240		101000
		Total for Vendor:	39.65					
40582		3028 CENTURYLINK - BUSINESS SERVICES	1,091.92					
	1492127481	05/19/20 ADMIN-VOIP 04/20 TO 05/19/	58.53*			1000 410400 345		101000
	1492127481	05/19/20 FIN-VOIP 04/20 TO 05/19/20	294.57*			1000 410500 345		101000
	1492127481	05/19/20 PD-VOIP 04/20 TO 05/19/20	292.65			1000 420100 345		101000
	1492127481	05/19/20 FD-VOIP 04/20 TO 05/19/20	94.99			1000 420400 345		101000
	1492127481	05/19/20 WTR-VOIP 04/20 TO 05/19/20	19.51			5210 430500 345		101000
	1492127481	05/19/20 SWR-VOIP 04/20 TO 05/19/20	19.51			5310 430600 345		101000
	1492127481	05/19/20 STR- VOIP 04/20 TO 05/19/2	19.51			2500 430200 345		101000
	1492127481	05/19/20 CRT-VOIP 04/20 TO 05/19/20	292.65*			1000 410360 345		101000
		Total for Vendor:	1,091.92					

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40581	E	997 CENTURYLINK - ELECTRONIC PAY	827.81					
	051820	05/18/20 CRT- 05/18 TO 06/17/20	30.62*			1000 410360	345	101000
	051820	05/18/20 FIN- 05/18 TO 06/17/20	57.54*			1000 410500	345	101000
	051820	05/18/20 PD- 05/18 TO 06/17/20	125.41			1000 420100	345	101000
	051820	05/18/20 FD- 05/18 TO 06/17/20	35.51			1000 420400	345	101000
	051820	05/18/20 POOL- 05/18 TO 06/17/20	22.50			1000 460445	345	101000
	051820	05/18/20 STRS- 05/18 TO 06/17/20	132.97			2500 430200	345	101000
	051820	05/18/20 WTR- 05/18 TO 06/17/20	195.03			5210 430500	345	101000
	051820	05/18/20 SWR- 05/18 TO 06/17/20	228.23			5310 430600	345	101000
		Total for Vendor:	827.81					
40588		14 CITY OF COLUMBIA FALLS	644.26					
	051820	05/18/20 FAC-04/17 TO 05/18/20	102.19			1000 411200	342	101000
	051820	05/18/20 FD-04/17 TO 05/18/20	31.23			1000 420400	342	101000
	051820	05/18/20 PRKS-04/17 TO 05/18/20	84.55			1000 460400	342	101000
	051820	05/18/20 POOL-04/17 TO 05/18/20	216.69			1000 460445	342	101000
	051820	05/18/20 STRS-04/17 TO 05/18/20	96.19			2500 430200	342	101000
	051820	05/18/20 WTR-05/17 TO 05/18/20	17.03*			5210 430500	342	101000
	051820	05/18/20 SWR-05/17 TO 05/18/20	96.38			5310 430600	342	101000
		Total for Vendor:	644.26					
40592		2943 CORE & MAIN LP	108.88					
	M358247	05/15/20 WTR-INSERTA TEES/ADPT	108.88			5210 430500	240	101000
		Total for Vendor:	108.88					
40577		3026 DAILY INTER LAKE	1,206.11					
	I00378024	04/26/20 WTR-26969 BIDS WELL 3 PROJE	435.83*			5210 430500	331	101000
	I00378024	05/03/20 WTR-26969 BIDS WELL 3 PROJE	770.28*			5210 430500	331	101000
		Total for Vendor:	1,206.11					
40584		2973 ENTENMANN-ROVIN CO.	282.25					
	0150078-IN	02/26/20 RETIRED FIRE CHIEF BADGE	282.25			1000 410100	220	101000
		Total for Vendor:	282.25					

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40579		1383 FASTENAL COMPANY	100.77					
	219848	05/11/20 WTR-CABLETIE TOOL/CABLETIES	100.77*			5210 430500	212	101000
		Total for Vendor:	100.77					
40580		438 FERGUSON WATERWORKS	212.75					
	0745240-1	05/20/20 WTR-POLY PRESSURE PIPE	212.75			5210 430500	230	101000
		Total for Vendor:	212.75					
40576		1892 FLATHEAD COUNTY	300.00					
	5133	05/20/20 OWNERSHIP LIST ECKERT, ERIK	150.00*			1000 411000	390	101000
	5134	05/21/20 OWNERSHIP LIST MELBY'S HOME IN	150.00*			1000 411000	390	101000
		Total for Vendor:	300.00					
40564		22 FLATHEAD COUNTY CLERK & RECORDER	5,249.96					
	974316	05/07/20 Council election charge	5,249.96			1000 410100	399	101000
		Total for Vendor:	5,249.96					
40585		2919 FRONTIER PRECISION, INC	360.00					
	213318	05/18/20 WTR-FIELD DATA/GIS/SURV SOFTW	90.00*		ALEX V	5210 430500	390	101000
	213318	05/18/20 SWR-FIELD DATA/GIS/SURV SOFTW	90.00		ALEX V	5310 430600	390	101000
	213318	05/18/20 STRT-FIELD DATA/GIS/SURV SOFTW	90.00		ALEX V	2500 430200	390	101000
	213318	05/18/20 PLNG-FIELD DATA/GIS/SURV SOFTW	90.00*		ALEX V	1000 411000	390	101000
		Total for Vendor:	360.00					
40566		1378 GLACIER CLEAN CAR WASH	197.69					
	123-2020	05/18/20 PD-WAS CARD REFILL	197.69*			1000 420100	361	101000
		Total for Vendor:	197.69					
40571		2806 HANSON'S HARDWARE	263.51					
	594753	05/01/20 PRKS-2 CUFT BRN MULCH	20.94			1000 460400	225	101000
	594749	05/01/20 PRKS-LAND FABRIC,MULCH	17.97			1000 460400	225	101000
	4902/34	05/05/20 STRS-2' EXT BLOW GUN,1/4' TRU	16.38			2500 430200	240	101000
	4883/34	04/30/20 PRKS-HD SANT/OIL FOR SM ENGIN	24.97			1000 460400	231	101000
	4904/34	05/06/20 STRS-BALLMT,CLIP,1/4 BALL	78.97			2500 430200	240	101000
	594752	05/01/20 PRKS-WASP/HORNET SPRAY	23.95			1000 460400	221	101000
	594748	05/01/20 PRKS-WASP/HORNEST SPRAY	9.58			1000 460400	221	101000

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	594762	05/02/20 SWR-GREASE GUN	16.99			5310 430600	220	101000
	594783	05/05/20 SWR-BULKHEAD FITTING	14.99			5310 430600	240	101000
	594776	05/04/20 SWR-BULKHEAD FITTING	14.99			5310 430600	240	101000
	594777	05/04/20 SWR-1" SCH40 THRD PVC PLUG	1.79			5310 430600	240	101000
	594934	05/22/20 SWR-2GAL TANK SPRAYER	21.99			5310 430600	240	101000
		Total for Vendor:	263.51					
40591		1659 HIGH COUNTRY LINEN SUPPLY	215.66					
	0409308	05/25/20 FAC-FD MATS	29.23			1000 411200	224	101000
	0409307	05/25/20 FAC-MATS (CTY HL)	186.43			1000 411200	224	101000
		Total for Vendor:	215.66					
40574		3062 HIGHGRADE CONSTRUCTION	250.00					
	1025	05/20/20 WTR-805 SCENIC DR ASPHALTPATCH	250.00			5210 430500	360	101000
		Total for Vendor:	250.00					
40596		999999 HOERNER, SEAN	223.85					
		Service Address: 626 1/2 3rd Ave W						
	00067-20	05/28/20 WTR-DEPOSIT REFUND	223.85			5210 214010		101000
		Total for Vendor:	223.85					
40565		2849 J2 BUSINESS PRODUCTS	982.02					
		Paid for Karl's chair on claim 40270 inv#816558-0 for \$695.00 o2 02/11/20						
	821191-3	05/18/20 FAC-AIRLIFT SMOKE/ODER ELIMI	61.13			1000 411200	224	101000
	828982-0	05/13/20 PD-HP204 BK,YW CRTDGS	135.18*			1000 420100	210	101000
	828981-0	05/13/20 WTR-REFILL GEL G2 PEN REFILL	5.26			5210 430500	210	101000
	829351-0	05/18/20 FIN-1/3 LGL FILE FOLDERS	2.86*			1000 410500	210	101000
	829351-0	05/18/20 WTR-1/3 LGL FILE FOLDERS	2.86			5210 430500	210	101000
	829351-0	05/18/20 SWR-1/3 LGL FILE FOLDERS	2.86			5310 430600	210	101000
	829351-0	05/18/20 PLNG-1/3 LGL FILE FOLDERS	1.44			1000 411000	210	101000
	829351-0	05/18/20 BLDG-1/3 LGL FILE FOLDERS	1.43*			1000 411200	210	101000
	829358-0	05/18/20 FIN-1/3 LGL FILE/LSR LABELS	18.50*			1000 410500	210	101000
	829358-0	05/18/20 WTR-1/3 LGL FILE/LSR LABELS	18.50			5210 430500	210	101000
	829358-0	05/18/20 SWR-1/3 LGL FILE/LSR LABELS	18.50			5310 430600	210	101000
	829358-0	05/18/20 PLNG-1/3 LGL FILE/LSR LABELS	9.25			1000 411000	210	101000
	829358-0	05/18/20 BLDG-1/3 LGL FILE/LSR LABELS	9.25*			1000 411200	210	101000
	825700-0	04/24/20 FIN-LOANER CHAIR DEPOSIT	173.75			1000 410500	212	101000

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		Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object Proj		Account	
	825700-0	04/24/20 WTR-LOANER CHAIR DEPOSIT	173.75			5210 430500	210		101000	
	825700-0	04/24/20 SWR-LOANER CHAIR DEPOSIT	173.75			5310 430600	210		101000	
	825700-0	04/24/20 STRS-LOANER CAHIR DEPOSIT	173.75*			2500 430200	210		101000	
		Total for Vendor:	982.02							
40575		2707 KENCO SECURITY AND TECHNOLOGY	82.50							
	2092220	06/01/20 FAC-MONITORING CITY HALL	38.50			1000 411200	366		101000	
	2090864	06/01/20 FAC-MONITORING FIRE HALL	44.00			1000 411200	366		101000	
		Total for Vendor:	82.50							
40593		3078 KIJ ENGINEERING LLC	5,689.07							
	10137961	05/22/20 STR-CF 2020 BUILD GRANT DEV	5,689.07*			4040 430200	354		101000	
		Total for Vendor:	5,689.07							
40578		2590 L.N. CURTIS & SONS	65.03							
	INV389462	05/15/20 FD-MSA G1 SCBA FACEPIECE AS	65.03			1000 420400	212		101000	
		Total for Vendor:	65.03							
40556		1493 MAHUGH FIRE & SAFETY	240.50							
	91020	05/19/20 FD- HOSE ENDS, GASKETS,RINGS,C	202.50			1000 420400	220		101000	
	91116	05/15/20 WTR-NEW FIRE EXTINGUISHER	38.00			5210 430500	399		101000	
		Total for Vendor:	240.50							
40562		631 MONTANA DEPT. OF ENVIRONMENTAL	160.00							
	5R2001214	05/05/20 WTR-DRINK WTR RENEW FEE	30.00			5210 430500	335		101000	
	5R2001458	05/05/20 WTR-DRINK WTR RENEW FEE	30.00			5210 430500	335		101000	
	5R2000092	05/05/20 WTR-DRINK WTR RENEW FEE	30.00			5210 430500	335		101000	
	5R2000092	05/05/20 SWR-WASTEWTR RENEW FEE	40.00			5310 430600	335		101000	
	5R2000172	05/05/20 WTR-DRINK WTR RENEW FEE	30.00			5210 430500	335		101000	
		Total for Vendor:	160.00							
40570		2583 MUNICIPAL CODE CORPORATION	4,100.00							
	00342276	05/15/20 FIN-50% WEBSITE DESIGN	2,300.00			1000 410580	355		101000	
	00342276	05/15/20 FIN-ANNUAL WEBSITE HOSTING	1,800.00			1000 410580	355		101000	
		Total for Vendor:	4,100.00							

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40560		52 NAPA AUTO PARTS	172.11					
	9236857	05/04/20 STRS-2.5 DEF	49.96*			2500 430200	232	101000
	9239346	05/05/20 SWR-FUSE KIT, RATCHET	16.78			5310 430600	220	101000
	9257502	05/21/20 FD-8 QTS 4 CYCLE OIL	67.04			1000 420400	231	101000
	9257502	05/21/20 FD-3 AMP FUSES	11.45			1000 420400	240	101000
	9247113	05/12/20 SWR-WIPER BLADES	26.88			5310 430600	232	101000
		Total for Vendor:	172.11					
40589		2168 NORTH CENTRAL LABORATORIES	284.25					
	439248	05/15/20 SWR-FILTERS/BOD STAND	284.25*			5310 430600	222	101000
		Total for Vendor:	284.25					
40558		2002 NORTHWEST PARTS & EQUIPMENT &	35.75					
	C279117	05/05/20 STRS-CABLE,SLEEVE,HOO, FERRUL	35.75*		STREET	2500 430200	232	101000
		Total for Vendor:	35.75					
40572		2816 O'REILLY AUTO PARTS	146.41					
	4774309493	04/16/20 STRS-ADPTR/UJOINT	18.99*			2500 430200	232	101000
	4774311425	05/01/20 STRS-VAC TUBING	0.87*			2500 430200	232	101000
	4774312160	05/07/20 STRS-GLASS CLN,BRAKE CLN,W	79.78*			2500 430200	232	101000
	4774312204	05/07/20 STRS-STARTING FLUID	9.58*			2500 430200	232	101000
	4774310230	04/22/20 WTR-AUTO DOOR RETAINER	7.98			5210 430500	232	101000
	4774310232	04/22/20 WTR-AUTO BUMPER RETAINER	7.98			5210 430500	232	101000
	4774310862	04/27/20 PD-WIPER FLD, 16OZ DETAILE	21.23*			1000 420100	361	101000
		Total for Vendor:	146.41					
40597		999999 PETERS, WADE AND HEATHER	23.05					
		Service Address: 1232 3rd Ave West						
	01011-13	05/28/20 WTR-REFUND DEPOSIT	23.05			5210 214010		101000
		Total for Vendor:	23.05					
40594		299 SCHOOL DISTRICT NO.6	6,000.00					
	1412	05/04/20 YTH REC PROGRAM 18/19	6,000.00			1000 460400	399	101000
		Total for Vendor:	6,000.00					

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40590		1623 THE UPS STORE #4515	19.99					
		0975718882 05/22/20 FD-GROUND PARCEL	19.99*			1000 420400	310	101000
		Total for Vendor:	19.99					
40583		3084 TW ENTERPRISES INC	1,254.12					
		45593 05/21/20 SWR-IND SER GENERATOR/MAINT	1,254.12			5310 430600	360	101000
		Total for Vendor:	1,254.12					
40568	E	1218 VERIZON WIRELESS	1,263.38					
		9854553121 05/12/20 ADMIN-CELL PHONE APR13-MAY	23.12*			1000 410400	345	101000
		9854553121 05/12/20 FIN-CELL PHONE APR 13-MAY	23.12*			1000 410500	345	101000
		9854553121 05/12/20 FD-CELL PHONE APR 13-MAY 1	63.59			1000 420400	345	101000
		9854553121 05/12/20 FAC-CELL PHONE APR 13-MAY	13.12			1000 411200	345	101000
		9854553121 05/12/20 STRS-CELL PHONE APR 13-MAY	65.59			2500 430200	345	101000
		9854553121 05/12/20 PD-CELL PHONE APR 13-MAY 1	827.22			1000 420100	345	101000
		9854553121 05/12/20 PRKS-CELL PHONE APR 13-MAY	17.73			1000 460400	345	101000
		9854553121 05/12/20 WTR-CELL PHONE APR 13-MAY	141.18			5210 430500	345	101000
		9854553121 05/12/20 SWR-CELL PHONE APR 13-MAY	88.71			5310 430600	345	101000
		Total for Vendor:	1,263.38					
40563		84 WESTERN BUILDING CENTER	295.23					
		4607545 05/01/20 POOL-CONST SCREWS, PRO IMPACT	8.06			1000 460445	212	101000
		4608111 05/05/20 SWR-SLUDGE TRK, WASHER HEAD,	77.79			5310 430600	240	101000
		4607317 04/29/20 STRS-2X4-10' TREATED #2 WOOD	32.72			2500 430200	240	101000
		4607307 04/29/20 STRS-WOOD HAMMER, 2X4 8' TREA	69.29			2500 430200	240	101000
		4608543 05/08/20 POOL-ELEC BALLAST	45.98			1000 460445	220	101000
		4607197 04/28/20 PRKS-OUTLET CVR, 1/2 SET SC C	18.98			1000 460400	240	101000
		4607417 04/30/20 WTR-SEALANT,SUPER GLUE,COUPLI	12.27			5210 430500	220	101000
		4608468 05/07/20 POOL-SANDING SPONGE	2.99			1000 460445	220	101000
		4609185 05/13/20 POOL-BRUSH, TAPE,PLUG,BROOM	23.86			1000 460445	240	101000
		4609238 05/13/20 POOL-BRASS PLUG	3.29			1000 460445	240	101000
		Total for Vendor:	295.23					
		# of Claims	39	Total:	34,504.81			
		Total Electronic Claims			2,091.19			
		Total Non-Electronic Claims			32413.62			

05/28/20
15:32:17

CITY OF COLUMBIA FALLS
Payroll Summary For Payrolls from 05/29/20 to 05/29/20

Page: 1 of 2
Report ID: P130

Total for Payroll Checks

	Employee	Employer	Amount
COMA HOURS (Comp Time Accumulated)	3.00		
OVER HOURS (Overtime)	35.50		1,336.62
REG HOURS (Regular Time)	2,281.25		58,121.93
REG1 HOURS (Additional to regular)	2.50		3.75
SHFN HOURS (Shift B)	305.50		305.50
SHFQ HOURS (OVT B)	8.00		12.00
SICK HOURS (Sick Time)	101.50		2,327.49
VACA HOURS (Vacation Time Used)	105.75		2,672.26
GROSS PAY	64,779.55	0.00	
NET PAY	47,124.50	0.00	
NET PAY (CHECKS)	35.94		
NET PAY (DIRECT DEPOSIT)	47,088.56		
CHILD SUPPORT	88.61	0.00	
CHILD SUPPORT P	413.07	0.00	
CITY OF COLUMBI	25.00	0.00	
FIT	5,286.15	0.00	
MEDICARE	939.33	939.33	
MT ST FIRE ASSO	26.52	0.00	
P.E.R.S.	3,170.35	3,479.35	
PERS/FURS	283.71	380.76	
PERS/POLICE	1,827.24	2,925.64	
SIT	2,966.00	0.00	
SOCIAL SECURITY	2,490.61	2,490.61	
UNEMPL. INSUR.	0.00	291.50	
WA CHILD SUPPOR	138.46	0.00	
WORKERS' COMP	0.00	2,871.64	
WELLS FARGO	1,032.19	0.00	
CHARLES SCHWAB	1,541.23	0.00	
FIRST INTERSTAT	3,859.62	0.00	
FREEDOM BANK	1,269.14	0.00	
GLACIER BANK KA	5,052.34	0.00	
GLACIER BANK/CF	13,811.75	0.00	
GLACIER BANK/WF	1,696.99	0.00	
PARKSIDE CR U	8,142.19	0.00	
THREE RIVERS	1,081.00	0.00	
USAA FEDERAL	1,137.89	0.00	
USBANK.	2,008.93	0.00	
VALLEY BANK KAL	350.00	0.00	
VERIDIAN CREDIT	325.00	0.00	
WELLS FARGO	1,648.65	0.00	
WELLS FARGO GA	1,232.83	0.00	
WFISH CR UNION	2,898.81	0.00	
FIT/SIT BASE	59,498.25	0.00	
MEDICARE BASE	64,779.55	0.00	
PERS BASE	63,085.43	0.00	
SOC SEC BASE	40,171.19	0.00	
UN BASE	64,779.55	0.00	
WC BASE	64,334.01	0.00	

Payroll
May 29, 2020
\$ 74,995.24
Baw Staaland

05/28/20
15:32:17

CITY OF COLUMBIA FALLS
Payroll Summary For Payrolls from 05/29/20 to 05/29/20

Page: 2 of 2
Report ID: P130

Total 13,378.83
Total Payroll Expense (Gross Pay + Employer Contributions): 78,158.38

Check Summary

Payroll Checks Prev. Out. \$46,474.21
Payroll Checks Issued \$727.60
Payroll Checks Redeemed \$45,883.29
Payroll Checks Outstanding \$1,318.52
Electronic Checks \$74,267.64

Deductions Accrued	Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
-----	-----	-----	-----	-----
Social Security 4981.22		4981.22		212260
Medicare 1878.66		1878.66		212260
P.E.R.S. 6649.70		6649.70		212270
Unempl. Insur. 291.50	1468.88		1760.38	212210
Workers' Comp 2871.64	14695.45		17567.09	212220
FIT 5286.15		5286.15		212260
SIT 2966.00		2966.00		212260
AFLAC-PRETAX 0.00				212230
NATIONWIDE/EMP 0.00				212280
Teamsters dues 0.00				212310
PERS/Police 4752.88		4752.88		212240
NATIONWIDE/CITY 0.00				212280
AFLAC-POSTTAX 0.00				212230
PERS/FURS 664.47		664.47		212275
MT ST FIRE ASSO 26.52		26.52		212315
HEALTHINS/PRE 0.00	18384.30		18384.30	212400
CITY OF COLUMBI 25.00		25.00		212450
UNUM LIFE INS. 0.00	169.34		169.34	212400
FLEX ALLEGIANCE 0.00				212285
CHILD SUPPORT 88.61		88.61		212330
CHILD SUPPORT P 413.07		413.07		212330
WA CHILD SUPPOR 138.46		138.46		212330
FOP 0.00				212335
Total Ded. 31033.88	34717.97	27870.74	37881.11	

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

**CITY OF COLUMBIA FALLS
CITY COUNCIL REGULAR MEETING MINUTES
HELD MAY 18, 2020**

FINANCE COMMITTEE – 6:30 P.M

(Barnhart, Robinson, Shepard)

REGULAR MEETING – 7:00 P.M.

CALL TO ORDER

Also present: City Manager Nicosia, City Clerk Staaland, City Attorney Breck and Police Chief Peters.

ROLL CALL

Mayor Don Barnhart
Councilor Darin Fisher
Councilor Doug Karper
Councilor Paula Robinson
Councilor Jenny Lovering
Councilor John Piper
Councilor Mike Shepard

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Mayor Barnhart requested a motion to approve the Agenda. Councilor Lovering motioned to approve the agenda, seconded by Councilor Robinson and the motion carried.

CONSENT AGENDA:

Motion made by Councilor Robinson noting all claims are in order, second by Councilor Shepard with Council voting as follows: Yes: Mayor Barnhart, Councilor Fisher, Councilor Karper, Councilor Robinson, Councilor Lovering, Councilor Piper, Councilor Shepard

Claims Approval - May 18, 2020 - \$95,671.89

Approval of May 15, 2020 Payroll - \$74,522.85

Approval of May 4, 2020 Regular Council Meeting Minutes

Approval of Service Agreement with OrthoRehab and authorize City Manager to execute.

Approval of Bond Counsel Engagement - Dorsey and authorize City Manager to sign.

NOTICE OF PUBLIC HEARINGS/PUBLIC HEARINGS:

Mayor Barnhart read the notice of hearing: The Columbia Falls City-County Planning Board held a public hearing for the following item at their regular meeting on Tuesday, May 12, 2020 at 6:30 p.m. at the Council Chambers of City Hall, 130 6th Street West, Columbia Falls, Montana. The Columbia Falls City Council will hold a subsequent hearing on **June 1, 2020** starting at 7:00 p.m. in the same location. Both hearings will be conducted in accordance with the most current recommended and/or required public health and safety protocols in place at the time of the hearing. The City website, <https://cityofcolumbiafalls.org>, will contain updated information if there is any change to the planned hearings.

Request for a Conditional Use Permit to operate a dog kennel:

Brunz Enterprises LLC (Will & Andrea Brunz) is requesting a Conditional Use Permit to operate a dog kennel on property located at 443 Rogers Road in Columbia Falls. The 11.8 acre property is described as Assessor's Tract 2M (Tract 4 of COS 20092) in SW1/4SE1/4 of Section 16, Township 30 North, Range 20 West, P.M.M., Flathead County. The property is zoned SAG-5 in the Columbia Falls Zoning Jurisdiction. Commercial Kennels require a Conditional Use Permit in the SAG-5 Zoning District.

NEW BUSINESS:

Approve Adoption of Updated Safety Policy

City Manager Nicosia said the City has not updated the required Safety Policy for some time; the updated policy removes items that are inconsistent with city policy. Nicosia said a revised safety manual will be given to every employee. Nicosia said staff recommends approval.

Motion made by Councilor Shepard to adopt Updated Safety Policy, second by Councilor Piper, with Council voting as follows: Yes: Mayor Barnhart, Councilor Fisher, Councilor Karper, Councilor Robinson, Councilor Lovering, Councilor Piper and Councilor Shepard

ORDINANCES / RESOLUTIONS:

Second and Final Reading - Ordinance # 801 - An Ordinance of the City Council of the City of Columbia Falls, Montana, Amending the Columbia Falls Zoning Map to Allow the Development of a Planned Unit Development (PUD) Overlay at 540 Nucleus Avenue Further Described as Lots 1 – 15 of Block 37 of Columbia Falls Townsite in Section 8, Township 30 North, Range 20 West, P.M.M., Flathead County, Montana.

City Manager Nicosia said nothing has changed since the First Reading, staff recommends approval.

Motion was made by Councilor Shepard to adopt Ordinance # 801, Seconded by Councilor Robinson. Voting Yes: Mayor Barnhart, Councilor Fisher, Councilor Karper, Councilor Robinson, Councilor Lovering, Councilor Piper and Councilor Shepard.

REPORTS / BUSINESS FROM MAYOR & COUNCIL

Councilor Lovering inquired on mosquito spraying in the mosquito flats area. City Manager said she will check with Flathead County Health. Lovering also said there are two non-bear proof garbage cans at River's Edge Park, she had talked to City Manager Nicosia and learned that the City will be installing new bear-proof metal garbage containers on poles as people were not opening the clasps on the bear-proof garbage containers, they were placing refuse next to the container. Lovering said the 3rd Ave E connector trail is in need of repair. Nicosia said we have spring maintenance planned and Councilor Fisher will be training a volunteer group. Councilor Fisher said our parks are such a great asset to the city, especially during this quarantine period. Mayor Barnhart said he is working by Riverbend Park and the park is being well used. Nicosia said the bench for Julie Plevel is complete and will be installed soon.

Mayor Barnhart said there are 3 online courses available through OSHA, which may benefit the city department leads/safety committee members.

Councilor Shepard said with reports of possible flooding, are we monitoring river level by Nucleus Ave lift station. Nicosia said absolutely.

CITY MANAGER REPORT

Nicosia reported that the City staff is extremely busy, planning and building activity is up from last year. She reported that the federal Build Grant was submitted on Friday, May 15th.

Nicosia said she is working on the EDA grant with Kim Morisaki. Nicosia said she and City Clerk Staalnd toured the new Glacier Medical Building and there was a discussion on potential business opportunity for the other 15 acres. If the can connect this grant request with COVID-19 response, the grant funding could be 80/20 split instead of 50/50. EDA will make their decision in June if the application is submitted by month-end.

Nicosia noted that the consent agenda included a new contract with Ortho Rehab to complete the City's pre-employment physical testing. It will be very beneficial to use a local clinic.

Nicosia also noted that the City is current advising for a police officer, as we had an officer resign for other employment.

City staff is diligently working on the third well project and are scheduled to open bids on May 28th at 3:00 p.m.

Nicosia reviewed the opening of the Pinewood Aquatic Center the week following school summer break, which will be June 15th. Due to COVID-19 we may have to limit patrons to 50 along with other adjustments to adhere to the Governors phase two guidelines. Staff will review all aspects of the pool operation for the 2020 season.

The Heritage Days Committee has not made a decision on what they are going to do for this year's event. They are waiting to see what will happen in the next phases. We do know the car show hosted by CF CAT is cancelled for this year.

MISCELLANEOUS

April 2020 Financial Report

April 2020 Police Activity

Correspondence List

Councilor Lovering motioned to adjourn, second by Robinson and the meeting adjourned at 7:58 p.m.

Chairman

City Clerk

This agreement made, May 22, 2020, between the City of Columbia Falls (the "City") and 406 Innovative Solutions LLP (the "Contractor").

WITNESSETH:

The City and the contractor, for the consideration herein, agree as follows:

ARTICLE 1. SCOPE OF WORK

Furnish all tools, materials, equipment and personnel to perform certified backflow testing on residential properties connected to the City of Columbia Falls municipal water system. Work shall be performed in accordance with the Request for Quote, (RFQ) for these services dated May 11, 2020, (attached) and the bid form provided by the Contractor in Response to the RFQ, (attached).

ARTICLE 2. CONTRACT SUM

The City will pay the Contractor an amount equal to the sum of work items completed accepted by the City in accordance with the following schedule. The total amount paid under this contract shall be determined by the number of tests actually completed.

Item Description	Units	Quantity	Unit Cost	Total
Year 2020 Test	Per each initial test completed	TBD	\$34.00	TBD
Year 2020 Retest	Per each retest completed	TBD	\$47.50	TBD
Year 2021 Test	Per each initial test completed	TBD	\$34.00	TBD
Year 2021 Retest	Per each retest completed	TBD	\$47.50	TBD
Year 2022 Test	Per each initial test completed	TBD	\$34.00	TBD
Year 2022 Retest	Per each retest completed	TBD	\$47.50	TBD
Total cost for all Work completed under this Contract				TBD

ARTICLE 3. TIME OF COMPLETION

The work described herein shall proceed on May 26, 2020 and be completed not later than August 1, 2022. For each calendar year of testing the Work shall be completed by July 17 of that year.

ARTICLE 4. CONTRACT ADMINISTRATION

The contract administrator for the city is Tyler Bradshaw, P.E., Public Works Director. All payment requests, change orders and other administrative actions will be submitted by the contractor to the contract administrator.

ARTICLE 5. PROGRESS PAYMENTS

The City will make progress payments as requested by the Contractor and approved by the contract administrator. Payment requests must be submitted to the contract administrator not later than 7 days prior to approval by council. Council meetings are generally the first and third Mondays of each calendar month.

ARTICLE 6. ACCEPTANCE AND FINAL PAYMENT

Final payment will be made after the contract administrator certifies to the City Manager that the project is complete and satisfactory. Claim must be approved by the City Council.

Contracts that require a total payment in an amount equal to or greater than \$5,000.00 may be subject to 1% withholding in accordance with State of Montana requirements.

ARTICLE 7. CONTRACT DOCUMENTS

List documents attached as part of this contract:

1. City of Columbia Falls Backflow Testing Term Contract RFQ, May 11, 2020 2 Pages
2. RFQ Bid Form, 406 Innovative Solutions, 2 Pages

ARTICLE 8. GENERAL CONDITIONS

- a. The Contractor agrees to comply with all applicable federal, state, and municipal laws, regulations and ordinances.
- b. The Contractor agrees to comply with the "Americans with Disabilities Act of 1990".
- c. The Contractor hereby stipulates that he (she) currently possess general liability insurance in the amount of not less than a minimum \$1.5 Million per occurrence or \$750,000.00 per claim and is either enrolled in a Workers Comprehensive Insurance or Exempt in compliance with the requirements of the State of Montana. Prior to Contract execution, the Contractor shall furnish to the City an insurance certificate evidencing the required coverage and naming the City as additionally insured.
- d. Should either party to this contract commence litigation or arbitration proceedings relating to this contract, or to enforce or interpret any provision of this contract, the prevailing party shall be entitled to recover all reasonable litigation or arbitration expenses, including attorney's fees, witness and expert fees and court costs.
- e. Except for any suits, claims, actions, losses, costs, or damages which are solely the result of the negligent acts or omissions or misconduct of the City, the Contractor agrees that it will protect, indemnify, and save harmless the City and its employees and agents against and from all claims, liabilities, demands, causes of action, judgments and losses, including the City's legal expenses, made against the City or its employees and agents by anyone arising out of, in connection with, or incidental to the project contemplated hereby or its use.
- f. This Contract may be terminated by the City at any time should Contract conditions not be met. This Contract may only be terminated by the Contractor and the end of a testing year, and only after all tests have been completed for that year. Prior to either party terminating the Contract, the Parties agree to meet in good faith in an effort to come to an equitable solution.

EXECUTED at Columbia Falls, Montana on May 22, 2020.

For the City:

City Manager

(ATTEST)

City Clerk

For the Contractor:

Contractor

State Contractor License # _____

Expiration Date: _____

City Business License # _____

Expiration Date: _____

Tax ID# or SSN: _____

(Attach W/9 Form)

Mailing Address: _____

Telephone #: _____



PUBLIC WORKS DEPARTMENT

Item No.4.

**130 6TH STREET WEST
COLUMBIA FALLS MT. 59912**

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

May 11, 2020

Certified Backflow Preventer Tester
Columbia Falls, MT 59912

Re: City of Columbia Falls Backflow Testing Term Contract Request for Quote (RFQ)

Dear Licensed Contractor,

The City of Columbia Falls is soliciting quotes for the testing of applicable backflow prevention devices on approximately 428 residential water services within the City of Columbia Falls. We would like to have you quote this project. If you are interested in the project, please review the enclosed scope and RFQ requirements and provide a quote no later than **May 20, 2020** by close of business. Quotes may be emailed to me in PDF at bradshawt@cityofcolumbiafalls.com.

The scope of the project includes the following:

1. Coordinate with residential water customers on the list provided by the City to schedule appointments for testing of backflow device. Contractor contact information will be provided to each customer on the list in a letter sent by the City instructing them contact the successful Contractor. Reminder letters will be sent out by the City at appropriate intervals. Failure on the customer's part to coordinate with the Contractor may result in shut off.
 - a. Contractor will be required to test or confirm the test is not required for all backflow devices on the list. If the homeowner states a backflow does not exist, or is not in use, the Contractor shall confirm and report status to City.
2. Properly test backflow device in accordance with ABPA standards.
 - a. All customer contacts and home entries will be performed in accordance with the current CDC guidelines as they relate to COVID-19. Questions on this may be directed to the City.
3. Report the following to the City for each test.
 - a. Service Address
 - b. Owner name
 - c. Contact name
 - d. Test Date
 - e. Cross connection description.
 - f. Type and size of backflow device.
 - g. Make, model and serial number of backflow device.
 - h. Pass or fail
 - i. For failed tests, report repair or replacement actions required to bring into compliance.
 - ii. Retest as needed.
 - i. Note observance of any cross connections without backflow (e.g., they are testing device on irrigation but discover house also has a plumbed backyard pond)
4. Return test report to the City within 48 business hours of test completion.

Additional Term Contract requirements:

1. The term of the Contract shall be **three years, 2020, 2021, & 2022**. Costs and personnel rates identified in the quote will be fixed for the term. The term will begin on the date of execution of the contract and work shall include testing for the summer of 2020.

2. Yearly testing may begin immediately upon award for 2020 and May 1 for 2021 and 2022 and shall be completed by July 17. **Liquidated damages of \$50 per test per day may be applied for each incomplete test after July 21.**
 - a. The City, at its sole discretion, may waive liquidated damages on individual tests should tests not be completed through no fault of the Contractor, as solely determined by the City. The Contractor shall be responsible for presenting satisfactory evidence of circumstances preventing completion of test.
 - b. If the Contractor fails to complete required testing, the city may hire a Certified backflow preventor tester to complete the work. The costs for all such testing shall be borne by the Contractor.
3. The Contractor shall be required to possess a City of Columbia Falls business license.
4. The Contract shall be executed as a City of Columbia Falls, Small Works Contract. The contract stipulates that the Contractor shall possess general liability insurance in the amount of not less than a minimum \$1.5 Million per occurrence or \$750,000.00 per claim and is either enrolled in a Workers Comprehensive Insurance or Exempt in compliance with the requirements of the State of Montana. The contractor shall provide insurance certifications with the City of Columbia Falls named as additionally insured. Certifications do not need to be submitted with the quote, but will be provided prior to execution of the Small Works Contract.
5. The Contractor agrees to comply with all applicable federal, state, and municipal laws, regulations and ordinances.
6. Company logo must be clearly visible on all vehicles and personnel involved with testing and customer contact.
7. The contract may be terminated by the City at any time if contract conditions are not met. The contract may be terminated by the Contractor only at the end of each testing year, August 1st, and only if all required tests and retests have been completed.

Contract Payment:

Upon receipt of invoice and documentation required as stated above, payment shall be made to the Contractor on the next regular payment cycle after invoice is received, no longer than 4 weeks. Invoices shall include a list of service addresses for which payment is requested.

Proposal requirements:

1. Please provide a quote and additional information as listed on the enclosed bid form.
2. The Contractor shall submit with the quote proof of Certification as a Backflow Prevention Assembly Tester issued by the American Backflow Prevention Association, (ABPA) for all proposed testers. Alternate certifications by a nationally recognized certification agency, (ASSE, IAPMO) may be considered on a case by case basis provided certification requirements are at minimum equal to that of ABPA.

Selection:

The city will select the responsible bidder with the lowest quoted rates for this Contract.

Feel free to contact me at (406) 892-4430 with any questions regarding this RFQ. Thank you for your support of Columbia Falls Public Works, I look forward to hearing from you.

Sincerely,



Tyler Bradshaw, P.E.
Public Works Director
City of Columbia Falls

Enclosures:

1. Bid Form 2 Pages

Describe the experience and qualifications of your company and of the onsite project manager assigned to work under this contract:

406 Innovative Solutions has completed many plumbing & heating projects on time and on budget. All of our techs are clean and very professional. We spend a great amount of time every year to keep current on all new technology and best practices. All of our techs are outfitted with n-95 masks, surgical gloves, shoe covers, and disinfectant spray for the safety and comfort of all our customers.

Describe your conflicting work activities and how this would be coordinated with the timely completion of this contract:

Don-K boiler installation, Gratecil Breed Proof top unit installation, various small service calls. All customers will be contacted with times set up to maximize efficiency. A week block will be taken for the Don-K boiler installation and one day a week will be dedicated to other obligations while backflow work is performed.

List three professional references:

Name and Title

Contact information

Denis Bennett - DSG Branch manager

Clint Currely - Williams Plumbing Project Manager

406-249-2997

Ability to complete all work by July 15 of each contract year. SWM (initial)

Proposal submitted by:

Jonathan Masse / owner
Name/Title

406 Innovative Solutions LLP
Company Name

2318 North Mission Drive
Kahispell, MT 59801
Address

Email: jmassie@406is.com

Phone: 406-249-6514



PUBLIC WORKS DEPARTMENT

Item No.4.

130 6TH STREET WEST
COLUMBIA FALLS MT. 59912

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

City of Columbia Falls Backflow Testing Term Contract Request for Quote (RFQ)

Bid Form

Fee Proposal:

1st Year - 2020

34 Residential Tests – pricing per test completed
47.50 Residential Tests – each retest, individual price

2nd Year - 2021

34 Residential Tests – pricing per test completed
47.50 Residential Tests – each retest, individual price

3rd Year - 2022

34 Residential Tests – pricing per test completed
47.50 Residential Tests – each retest, individual price

List all proposed testers and certification numbers. Identify the onsite project manager. Attach proof of certification for all testers.

Tester	Certification No.
Project Mgr: <u>Jonathan Massie</u>	<u>27-378</u>

This is **EXHIBIT D**, consisting of 5 pages, referred to in and part of the **AMENDMENT TO OWNER-ENGINEER AGREEMENT No. 1** dated _____, 2020.

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

- A. 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.
- B. 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.
- C. 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:*
 - a. 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.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. 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:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. 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:*

- a. 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.
- b. 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
- c. 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:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. 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.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. 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.
- e. 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:*

- a. 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.
- b. 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.

- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. 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.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.

12. *Reports:*

- a. 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.
- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. 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:*

- a. 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.
- b. 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.
- c. 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).

D. 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 K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated November 4, 2019.

AMENDMENT TO OWNER-ENGINEER AGREEMENT
Amendment No. 1

The Effective Date of this Amendment is: _____

Background Data

Effective Date of Owner-Engineer Agreement: **November 4, 2019**

Owner: **City of Columbia Falls**

Engineer: **Morrison-Maierle, Inc.**

Project: **Water Supply Well No. 3**

Nature of Amendment:

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

Description of Modifications:

Modify the Agreement as described in the following attached documents:

Attachment 1 dated May 5, 2020

Exhibit D – Duties, Responsibilities, Limitation of Authority of RPR

Agreement Summary:

Original agreement amount:	\$ 162,300
Net change for prior amendments:	\$ 0
This amendment amount:	\$ 217,500
Adjusted Agreement amount:	\$ 379,800

Change in time for services (days or date, as applicable): The total time for services shall be extended to the date 1 year following the date of Construction Final Completion.

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:

City of Columbia Falls

By:

Print

name: Susan Nicosia

Title: City Manager

Date Signed:

ENGINEER:

Morrison-Maierle, Inc.

By:

Print

name: Ryan Jones

Title: Vice President

Date Signed:

Attachment 1 to Exhibit K – Amendment No. 1

Columbia Falls Water Supply Well No. 3

Add the following to Exhibit A of the Agreement:

A1.01 Final Design Phase

9.9 Environmental Review, Permitting, and Agency Coordination

1. Complete Joint Application for Proposed Work in Montana's Stream, Wetlands, Floodplains, and other Water Bodies.
2. Joint Application agency correspondence letters
3. Complete MT DNRC Land Use License
4. Coordination with MT DNRC concerning the above tasks
5. Environmental Scientist site visit

9.10 Backup Generator Design and Alternate Analysis

1. Analyze backup generator options including mobile generator versus permanent generator
2. Design a backup diesel generator for the new well house and integrate into project as an additive bidding alternate

9.11 Additional Geotechnical Investigation for Railroad Crossing

1. Hire subconsultant to complete two additional geotechnical borings on both sides of railroad jack and bore crossing and provide an amendment to the well house geotechnical report

9.12 Water Main Additive Bidding Alternate

1. Design an additional water main extension to Beth Road and integrate into project as an additive bidding alternate

9.13 City Water Shop Asphalt Paving and Drainage

1. Extend asphalt paving and drainage design around City water shop building.

A1.05 Construction Phase

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:

Attachment 1 to Exhibit K – Amendment No. 1

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, 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:

- a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in 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.
 - b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
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.
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:*
 - a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of

such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

- b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
18. *Change Proposals:* (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.
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:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).
 - b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of

the Work beyond the responsibilities specifically assigned to Engineer in 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. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables:
 - a. Provide an updated well pump sizing calculation once aquifer testing is completed. Coordinate with Contractor on final pump sizing to ensure the proper pump is ordered and installed to meet final aquifer conditions.
 - b. Assist the Owner and Contractor with BNSF and DNRC Lands coordination.
 - c. With input from the Owner, prepare a final project punch list at the time of Substantial Completion and ensure punch list is completed prior to Final Payment to the Contractor.

Attachment 1 to Exhibit K – Amendment No. 1

23. *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. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E (“Notice of Acceptability of Work”) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer’s knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.
 24. *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. 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.
 2. Perform or provide the following other Post-Construction Phase tasks or deliverables:
 - a. Prepare a set of final Record Drawings based on Contractor and RPR’s field notes. Provide Owner with 1 hard copy and 1 digital copy of the Final Record Drawings.
 - b. Submit Record Drawings and Final Certification to Montana DEQ.
 - c. Review final Operation and Maintenance Manual provided by Contractor.
 - d. Prepare a well report to present field results from well construction and testing.

Attachment 1 to Exhibit K – Amendment No. 1

- e. Update the Source Water Protection Plan based on field results during construction.
- 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.

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

- 32. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
- 33. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.
- 34. 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.
- 35. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
- 36. Provide information or data to Owner regarding engineering or technical matters pertaining to Claims.

Add the following to Exhibit C of the Agreement:

C2.01 Compensation For Basic Services – Standard Hourly Rates Method of Payment

4.5 Construction Phase	\$65,000
4.6 Post-Construction Phase	\$16,000
4.8 Additional Design Services	\$12,500
<u>4.9 RPR Observation</u>	<u>\$124,000</u>
Total compensation added	\$217,500

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

Attachment 1 to Exhibit K – Amendment No. 1

C2.04 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:

1. **Resident Project Representative Services:** For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, 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 Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated above based upon the following assumed schedule of RPR services for an eight-hour workday, Monday through Friday, over a **161** calendar day construction schedule to Final Completion. The estimated time includes travel time to and from the site.
 - a. **Project RPR:**
 - 1) 12 Weeks at 40 hours/week for RPR II
 - 2) 8 Weeks at 20 hours/week for RPR II
 - 3) 3 Week at 10 hours/week for RPR II
 - b. **Hydrogeologist RPR:**
 - 1) 3 Weeks at 40 hours/week for Geologist I
 - 2) 3 weeks at 30 hours/week for Geologist III

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 Resident Project Representative or Post-Construction Basic 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: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; 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. 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 those internal expenses related to the Resident Project Representative Basic Services that are actually

incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of 1.05.

C. *Other Provisions Concerning Payment Under this Paragraph C2.04:*

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. *Estimated Compensation Amounts:*
 - a. 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 are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. 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, 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 Engineer's services during 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.
4. 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.

**MORRISON - MAIERLE
SUMMARY OF PROPOSED COSTS**

**CITY OF COLUMBIA FALLS
WELL NO. 3 PROJECT - CONSTRUCTION**



Item No.5.

MAJOR WORK ITEM	Senior Engineer I	Geologist III	Design Engineer II	RPR II / Geologist I	Engineer Intern I	Project Coordinator II	Total Hours	Total Labor
CONSTRUCTION								
Project Management			30				30	\$4,350.00
Prepare Construction Drawings			2	4		4	10	\$1,118.00
Pre-Construction Conference, Agenda, Minutes		12	4	8			24	\$3,516.00
Shop Drawing Review	8	8	8	20			44	\$6,132.00
Construction Progress Meetings/Engineer Inspection			92				92	\$13,340.00
Change Orders			24				24	\$3,480.00
Pay Requests			25				25	\$3,625.00
Contractor Request for Information	8	8	8				24	\$3,712.00
Contractor/RPR/Owner Coordination			30				30	\$4,350.00
Final Pump Sizing Verification		8	4				12	\$1,892.00
BNSF Coordination			16				16	\$2,320.00
DNRC Lands Coordination			16				16	\$2,320.00
Prepare Punch List and Coordination			8				8	\$1,160.00
Substantial Completion Walk-through and Coordination			8				8	\$1,160.00
Final Completion Walk-through and Coordination			8				8	\$1,160.00
Sub-Totals	16	36	283	32	0	4	371	\$53,635.00
RESIDENT PROJECT REPRESENTATIVE (RPR)								
Geologist RPR (3wk at 30hrs/wk Geo3, 3wks at 40hrs/wk Geo1)		90		120			210	\$29,280.00
RPR/Inspection (12 wks 40hrs/wk, 8wks 20hrs/wk, 3wks 10hrs/wk)				670			670	\$81,070.00
Sub-Totals	0	90	0	790	0	0	880	\$110,350.00
POST-CONSTRUCTION								
Record Drawings			8	20			28	\$3,580.00
MDEQ Submittal			4				4	\$580.00
Well Report and Final Documentation		40	4	16			60	\$9,076.00
Operation and Maintenance Manual			4	8			12	\$1,548.00
11-Month Warranty Walk-through and Coordination			8				8	\$1,160.00
Sub-Totals	0	40	28	44	0	0	112	\$15,944.00
ADDITIONAL DESIGN SERVICES								
Permit Coordination/Submittal			16		16	2	34	\$4,204.00
Backup Generator Design/Alternates	10		8		18		36	\$4,636.00
							0	\$0.00
Sub-Totals	10	0	24	0	34	2	70	\$8,840.00
TOTAL	26	166	335	866	34	6	1,433	\$188,769.00

SUMMARY OF ESTIMATED LABOR COSTS	HOURS	RATE	TOTAL LABOR
Senior Engineer I	26	\$155.00	\$4,030.00
Geologist III	166	\$164.00	\$27,224.00
Design Engineer II	335	\$145.00	\$48,575.00
RPR II / Geologist I	866	\$121.00	\$104,786.00
Engineer Intern I	34	\$107.00	\$3,638.00
Project Coordinator II	6	\$86.00	\$516.00
TOTAL LABOR	1,433		\$188,769.00

PREPARER ASSUMPTIONS

3 changes orders
5 pay requests
6 round trips from Bozeman
120 local trips

DIRECT EXPENSE DESCRIPTION	UNITS	NUMBER UNITS	UNIT COST	TOTAL COST	Notes
Automobile Mileage	miles	4,000	\$0.73	\$2,920.00	100% to RPR
Automobile Daily Charge	day	120	\$40.00	\$4,800.00	Distributed among RPR and CONSTRUCTION
Architectural Subconsultant Inspection and RFI's	ls	1	\$10,000.00	\$10,000.00	100% to CONSTRUCTION
Geotechnical Subconsultant - RR Xing Borings	ls	1	\$3,600.00	\$3,600.00	100% to ADDITIONAL DESIGN SERVICES
Lodging	nights	30	\$200.00	\$6,000.00	100% to RPR
Per Diem	day	30	\$40.00	\$1,200.00	100% to RPR
TOTAL DIRECT EXPENSES				\$28,520.00	

COST SUMMARY	COST CEILING
Direct Labor	\$188,769.00
Direct Expenses	\$28,520.00
TOTAL	\$217,289.00

Columbia Falls Fire Department



130 6th Street West, Room A
Columbia Falls, Mt., 59912
(406) 892-3911 Office
(406) 892-0266 Fax

Item No.6.

5/27/2020

City Manager Susan Nicosia, Mayor Don Barnhart
and 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 Kelly Smith as a probationary member. Mr. Smith retired from the Army Special Forces as a Colonel and now lives near Meadow Lake Golf Course. Kelly has shown great interest in the department over the last several months but was delayed in getting approved because of the current pandemic. He has passed his physical and was actually sworn in on April 20th. Since being sworn in he has been a consistent responder. I am recommending that Kelly Smith be approved as a probationary firefighter for the Columbia Falls Fire Department.

Sincerely,

Karl Weeks
Fire Chief, CFFD

NOTICE OF PUBLIC HEARING

The Columbia Falls City-County Planning Board will hold a public hearing for the following item at their regular meeting on Tuesday, June 9th, 2020 at 6:30 p.m. at the Council Chambers of City Hall, 130 6th Street West, Columbia Falls, Montana. The Columbia Falls City Council will hold a subsequent hearing on July 6, 2020 starting at 7:00 p.m. in the same location. Both hearings will be conducted in accordance with the most current recommended and/or required public health and safety protocols in place at the time of the hearing. The City website, <https://cityofcolumbiafalls.org>, will contain updated information if there is any change to the planned hearings

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

Erik Eckert is requesting a Planned Unit Development overlay for the property located on 7th Street East between 1st and 2nd Avenues East. The PUD takes three existing city lots all zoned CR-5 and reorients them creating four townhouse units. The overall effect is a reduction in units from six to four. No other deviations are requested through the PUD. The property is described as Lots 8, 9, & 10, Block 46, Columbia Falls Townsite in Section 8, Township 30 North, Range 20 West, P.M.M., Flathead County.

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

DATED this 19th day of May, 2020

Susan Nicosia

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

Publish: [Daily Interlake Sunday May 24rd 2020](#)

CITY OF COLUMBIA FALLS
NOTICE OF PUBLIC HEARINGS

Item No.8.

The Columbia Falls City-County Planning Board will hold a public hearing for the following item at their regular meeting on Tuesday, May 12, 2020 at 6:30 p.m. at the Council Chambers of City Hall, 130 6th Street West, Columbia Falls, Montana. The Columbia Falls City Council will hold a subsequent hearing on June 1, 2020 starting at 7:00 p.m. in the same location. Both hearings will be conducted in accordance with the most current recommended and/or required public health and safety protocols in place at the time of the hearing. The City website, <https://cityofcolumbiafalls.org>, will contain updated information if there is any change to the planned hearings.

Request for a Conditional Use Permit to operate a dog kennel:

Brunz Enterprises LLC (Will & Andrea Brunz) is requesting a Conditional Use Permit to operate a dog kennel on property located at 443 Rogers Road in Columbia Falls. The 11.8 acre property is described as Assessor's Tract 2M (Tract 4 of COS 20092) in SW1/4SE1/4 of Section 16, Township 30 North, Range 20 West, P.M.M., Flathead County. The property is zoned SAG-5 in the Columbia Falls Zoning Jurisdiction. Commercial Kennels require a Conditional Use Permit in the SAG-5 Zoning District.

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

DATED this 21st day of April, 2020

Susan Nicosia

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

Publish: Daily Interlake Sunday April 26, 2020

F. EXISTING LAND USE



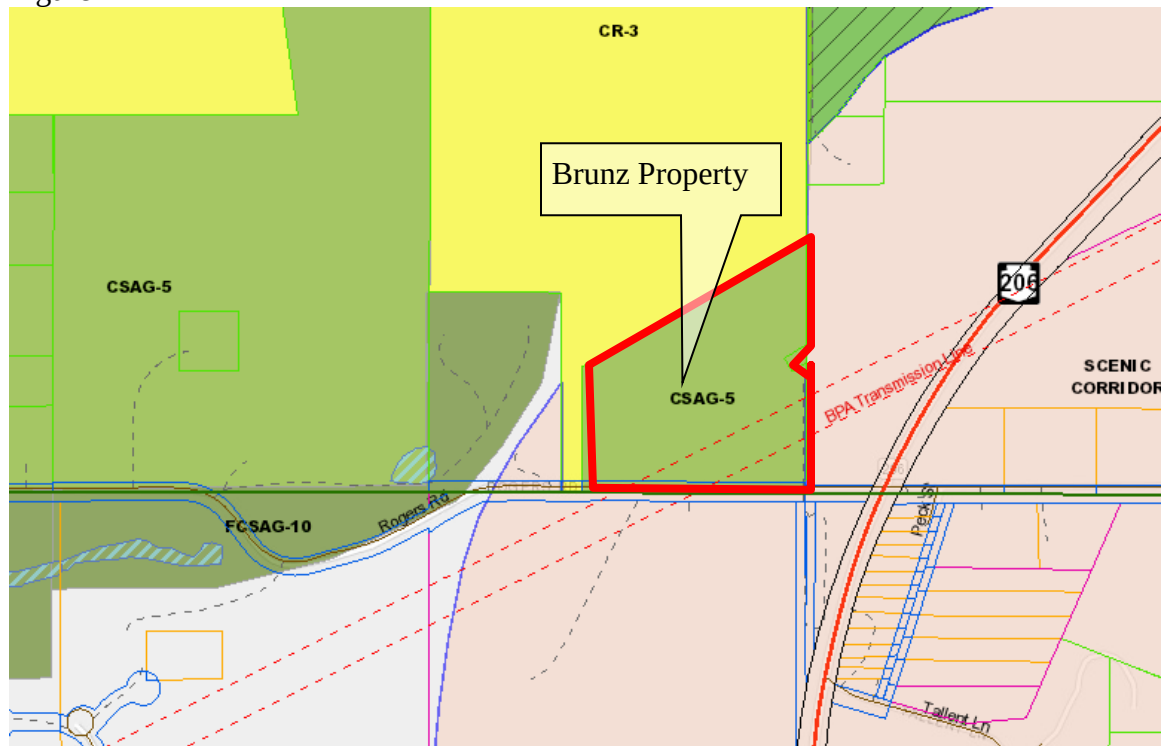
Photo 1 – foundation in the background.

The property is currently vacant although the applicant appears to be constructing a building on the site. The property has a BPA transmission line traversing the southeast corner of the parcel.

G. ADJACENT ZONING AND LAND USE:

The property is located within a CSAG-5 (Suburban Agricultural) zone in the rural part of the Columbia Falls Zoning Jurisdiction. Neighboring uses consist of a single family home, the recently approved preliminary plat for The Bench's subdivision, mini-storage building, Montana Highway Maintenance shop, and agricultural uses. The property to the east and south are unzoned except for the scenic overlay zone which only regulates off-premise signage and cell towers. Property to the north is zoned CR-3 (Urban residential) and the property to the west is CSAG-10 and CSAG-5.

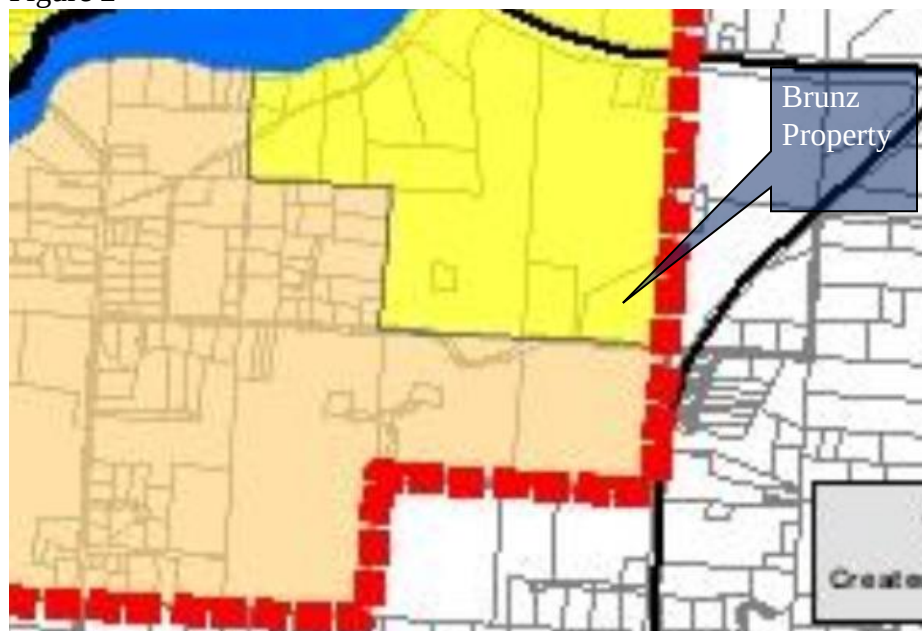
Figure 1



Zoning Map – Flathead County GIS

- H. **GROWTH POLICY DESIGNATION:**
 Growth Policy designates this area as Commercial – general highway and neighborhood retail sales, services and mixed office use.

Figure 2



Columbia Falls Growth Policy 2019 Edition

Land Use Map Legend		
	Commercial	General, highway and neighborhood retail sales, services or mixed office use.
	ResortRes Com	Within the confines of an overall development plan, provides recreation opportunities (principally to residents and guests), commercial uses (associated directly with recreation), and a mixture of housing types and densities.
	HeavyIndustrial	Manufacturing, processing, storage and assembly of goods, where noise, odor, dust and associated impacts extend beyond the confines of a building or screened area.
	LightIndustrial	Wholesale and industrial uses where noise, odor, dust and associated impacts are confined to a building or screened area.
	MultiFamily	8 or more units/acre. High density residential including townhouses and apartment units. Served by urban services. May be a buffer or transitional area between low density residential and non-residential uses.
	UrbanResidential	Between 2 and 8 units/acre. Primarily single family residential with limited quantities of multifamily units. Fully served by urban services.
	SuburbanResidential	2 units/acre or less. Primarily single family residential in a quasi-rural setting. Some urban services available.
	RuralPreserve	A rural area, predominately used for corporate and public lands, estate housing, and protective buffer for industry. Outside the immediate needs of urban development and having limited urban services. Residential use closely associated with highly developed access and low fire hazards.
	PublicSemipub	Schools, government offices or facilities, and cemeteries.
	ParkOpen space	City and County parks, homeowner parks and green space areas, recreation access points.

Columbia Falls Growth Policy 2019 Edition

EVALUATION BASED ON REQUIRED CRITERIA

18.210.080 Criteria Required for Consideration of a Conditional Use Permit:

A Conditional Use Permit may be granted only if the proposal, as submitted, conforms to all of the following general Conditional Use Permit criteria, as well as to all other applicable criteria that may be requested.

In the case of Animal Hospitals, Pounds, Kennels, and Shelters – the City of Columbia Falls also has Special Provisions for Conditional Use Permits found in Chapter 18.412

Requests for agency comment were emailed to Flathead County Road Department, Fish, Wildlife and Parks, Flathead City-County Health Department, and BPA on April 15th. As of the writing of this report, Flathead County Road Department and BPA have responded.

- a. Site Suitability. (That the site is suitable for the use) This includes:
 - i) Adequate Usable Space: The subject property is 11.8 acres in size is approximately 388 feet in width and is between 440 and 846 feet in depth. It would appear that the property can meet the 100-foot setbacks for the outside pen areas
 - ii) Adequate Access: The property has direct access to Rogers Road, a paved, County maintained public road. Access is suitable.
 - iii) Absence Of Environmental Constraints: There are no environmental constraints on the property such as: wetlands, floodplains, steep slopes, stream or river crossing. The property is almost flat and located on the Columbia Heights Bench.
- b. Appropriateness of Design. The site plan for the proposed use will provide the most convenient and functional use of the lot. Consideration of design should include:
 - i) Parking Scheme: The Columbia Falls Zoning Ordinance requires parking of one space per 400 square feet (gross) for animal hospitals, pounds, shelters, and commercial kennels. The applicant's site plan shows a building measuring 48 by 80 for 3840 square feet. The parking requirement for this facility is 10 parking spaces. The 11.8 acres site should be able to accommodate 10 spaces. The applicant did not show specifically where the parking is going to be and a parking stall measures 9' by 20'. A recommended condition of approval will be that the applicant construct and mark the required parking prior to opening the facility. The zoning regulations do not require paving of the parking areas in the CSAG zones. However the Planning Board may require paving if it determines that it is needed for air quality concerns.
 - ii) Traffic Circulation: The applicant is showing a circular drive off of Rogers Road for access to the business. Parking would most likely radiate off of the driveway.
 - iii) Open Space: None proposed or required for a kennel facility.
 - iv) Fencing/Screening: The applicant is showing a number of play yards and a training yard for the dogs. It also appears that there are four outside kennels east of the proposed building. Per the Special Provision in 18.412 unless soundproofed, these outside kennels must be 100-feet from the property boundaries. Whenever a dog(s) are in the play yard or the training yard the

animal will be accompanied by a staff person. Staff is recommending a condition that all fencing be chain link or the equivalent. The neighbor to the west called on May 30th and requested some privacy fencing between her house and the kennel use. The Planning Board can require some six foot privacy fencing should you deem it a mitigation.

- v) Landscaping: The applicant states in the application that the landscaping will consist of watered lawn, natural grasses, rock, stone and shrubbery. There are no specific requirements for landscaping for this use in the zoning ordinance.
- vi) Signage: Signage would conform to existing Columbia Falls sign regulations.
- c. Availability of Public Services and Facilities. The following services and facilities are to be available and adequate to serve the needs of the use as designed and proposed:

Sewer	Individual septic
Water	Individual well
Storm Water Drainage	On-Site by owner
Fire Protection	Badrock Volunteer Fire
Police Protection	Flathead County Sheriff
Streets	Flathead County Road and Bridge

The applicant indicates in the application that they will use an incinerator to handle dog waste. I've included a photo of the incinerator and a link to the website of the manufacturer at the end of this staff report. I contacted the manufacturer of the incinerator by phone on May 1st. The manufacturer stated that that his incinerators are used for all types of waste including animal and medical waste. There are afterburners on the products and the produce no smoke or odors. I was able to contact the Flathead City-County Health Department on May 4th for comment. Wendee Jacobs of the Flathead City-County Health Department is researching the proposed incinerator and running the question of its use by the Montana Dept of Environmental Quality. At the time of writing this report Ms. Jacobs has not been able to determine if this is allowed or not. As a result I am adding a condition that should the applicant pursue the incinerator, they will need to provide written approval from the Flathead City-County Health Department prior to installing and using the incinerator equipment.

- d. Immediate Neighborhood Impact. The proposed use will not be detrimental to abutting properties in particular and the neighborhood in general. Typical negative impacts which extend beyond the proposed site include, but are not limited to:
 - i) Excessive Traffic Generation: The closest use to a kennel in the ITE Trip Generation Table 9th Additions is an animal hospital. An animal hospital of 4000 square feet will produce approximately 16 morning trips and 19 evening

trips. This low volume of vehicles would not appear to over burden the County Road and one would assume that most traffic is going to come from Highway 206 even if people are coming from Columbia Falls because that is by far the quickest way to get to the site. Dave Prunty, Flathead County Road Superintendent was sent a request for comment. Mr. Prunty responded by email that he had no comment at this time. The applicant provided a copy of the approach permit from Flathead County Road and Bridge for the driveway installed at the property.

- ii) Noise or Vibration: To address the potential for noise impacts, the Columbia Falls Zoning Ordinance requires that all facilities, structures, or open area used for boarding must either be soundproofed or located 100-feet from any neighboring property line. Upon request, the applicant elaborated on the building design and states that they will be using soundproof wall insulation and sound baffles in the ceiling to address noise coming from the building. For the purposes of these Regulations, boarding would also include daycare facility. Training and play areas where a trainer or handler is with the animals monitoring their behavior would not be considered a boarding facility. The four outside dog yards shall be located 100-feet from any adjoin property line.
- iii) Dust, Glare, Or Heat: The proposed use should not generate any dust, glare or heat that would be considered objectionable.
- iv) Smoke, Fumes, Gas, or Odors: The Columbia Falls Zoning Ordinance requires that any animal waste generated at a Kennel be removed on a daily basis. The applicant states that solid waste would be removed twice a week and dog waste would be incinerated. Whether the applicant removes the waste by shovel and can or by incinerator it must be done on a daily basis. Prior to operating the facility, the applicant shall provide a contract with a licensed waste hauler showing daily pick up or the applicant will demonstrate that the incinerator is working. According to the manufacturer of the incinerator, they are EPA proved and they produce no smoke or odor.

I was able to contact the Flathead City-County Health Department on May 4th for comment. Wendee Jacobs of the Flathead city County Health Department is researching the proposed incinerator and running the question of its use by the Montana Dept of Environmental Quality. At the time of writing this report Ms. Jacobs has not been able to determine if this is allowed or not. As a result I am adding a condition that should the applicant pursue the incinerator, they will need to provide written approval from the Flathead City-County Health Department prior to installing and using the incinerator equipment.

- v) Inappropriate Hours of Operation: The application states that the facility runs 24 hours a day as they are caring for dogs on multi-day stays. However the general public will only be able to access the facility between the hours of 7am and 7pm. The applicants state that they may use the outside dog yards from 7am to 10pm. To mitigate noise given the nature of the business, the kennel facility will be required to be soundproofed and the outdoor dog yards will have a required 100-foot setback to a property line.
- vi) Signage: 18.438 Permitted Signs in Zoning Districts allows the applicant to have signs that comply and do not to exceed the standards of section 18.438.080 (A). The applicant is allowed one free standing sign and one wall mounted sign. The applicant must secure a sign permit from the City of Columbia Falls.

Special Provision Chapter 18.412 for Animal Hospitals, Pounds, Kennels, and Animal Shelters

Overnight boarding – Animals boarded overnight shall be kept in climate controlled, soundproofed buildings.

Location – Where facilities are not climate controlled or soundproofed, no partially or fully enclosed structure or fenced open area used to board animals shall be closer than 100 feet to an adjacent property line.

Animal waste – Animal excreta shall be removed from the site daily or as otherwise necessary to avoid the spread of objectionable odors, insects, pests, and objectionable surface drainage.

These three criteria have been reviewed with the CUP criteria above and addressed with conditions below.

APPLICABLE REGULATIONS

The following sections of the Columbia Falls Zoning Regulations are applicable to this proposal:

Chapter 18.210 Conditional Use Permits

Chapter 18.320 CSAG-5 Suburban Residential

Chapter 18.412 Special Provisions – Animal Hospitals, Pounds, Kennels, Animal Shelters

Chapter 18.532.010 Parking facilities

SUMMARY

The Conditional Use Permit request is for a kennel and doggy daycare located at 443 Rogers Road in Columbia Falls. In accordance with 18.210.100 the Planning Board and Council must make a finding of fact for the items enumerated in the “evaluation based on criteria.” The Planning Director’s opinion concerning these items is provided in this section.

The Columbia Falls Zoning Regulations have a Special Provision Section designed to address issues that may occur with certain uses and/or conditional use permits. In the case of the proposed dog kennel, the Special Provisions require minimum mitigation measures for noise (barking dogs) and odor (animal waste).

Considering the vicinity of this proposed conditional use for the Kennel is located on an 11.8 acre parcel zoned SAG-5 in a rural area of the Planning Jurisdiction. The size of the property allows the owner to setback kennels 100-feet and soundproof the kennel building to comply with the zoning regulations and mitigate potential noise problems created by barking dogs.

Animal waste will be removed daily from pens, yards and fields and incinerated on-site or the applicant shall contract with a licensed waste hauler for daily pick-up.

RECOMMENDATION

Staff recommends that Columbia Falls City-County Planning Board grant the Conditional Use Permit request for a Boarding Kennel, Doggy Daycare and Training Facility located at 443 Rogers Road. Where specified, the condition shall be completed and compliance approved by the Columbia Falls Planning Department/City Manager prior to the opening of said business. **Approval of this conditional use is contingent upon the facilities initial and continued compliance with the following conditions of approval:**

1. Signage for the business shall comply with Section 18.438.080 of the Columbia Falls Zoning Regulations. The applicant shall secure a sign permit from the City of Columbia Falls prior to erecting any signage.
2. The applicant shall secure a septic permit from the Flathead City-County Health Department and install the septic system for the facilities restrooms, cleaning facilities, and floor drains. The Applicant shall provide a copy of the permit to the Columbia Falls Planning Office prior to opening the business.
3. Prior to construction of the Kennel, the applicant shall provide the Columbia Falls Planning Office a set of plans for the soundproofing of the structure. The plan for soundproofing shall be approved by the City prior to completing the building and opening the dog kennel business.
4. Prior to operating the facility, the applicant shall provide a contract with a licensed waste hauler showing daily pick up or the applicant will provide the Columbia Falls Planning Department with written approval from the Flathead City-County Health Department prior to installing and using the incinerator equipment.
5. The applicant shall construct and mark the required parking prior to opening the facility.

6. The four outside kennels must be 100-feet from any property boundary.
7. Fencing for the play yards, training yards, and dog yards, shall consist of chain-link or equivalent.
8. Outdoor lighting shall be restricted to the requirements as found in Section 18.441.10 of the Columbia Falls Zoning Regulations.
9. The applicant shall secure the necessary BPA Land Use Agreement before construction of the kennels.
10. To mitigate the impact of kennel operations, there will be a minimum 6 ft. privacy fence installed on the western boundary.
11. The City will approve the location of the outdoor incinerator to mitigate the impacts on neighboring properties.

Proposed Incinerator



<https://ecoincinerators.com/incinerators>



Planning Department

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

PHONE (406) 892-4391

FAX (406) 892-4413

APPLICATION FOR CONDITIONAL USE PERMIT

FILING FEE ATTACHED \$ 700.00

PROPOSED USE: DOG BOARDING/DAYCARE/TRAINING FACILITY

(Describe in detail, indicate if continued to attached pages)

OWNER(S) OF RECORD:

Name: BRUNZ ENTERPRISES, LLC (WILL & ANDREA BRUNZ)

Mailing Address: 531 WINDY ACRES DRIVE

City/State/Zip: COLUMBIA FALLS MT 59912 Phone: 406-897-7197

PERSON(S) AUTHORIZED TO REPRESENT THE OWNER(S) AND TO WHOM ALL CORRESPONDENCE IS TO BE SENT:

Name: WILL & ANDREA BRUNZ

Mailing Address: 531 WINDY ACRES DR

City/State/Zip: COLUMBIA FALLS MT 59912 Phone: 406-897-7197

LEGAL DESCRIPTION OF PROPERTY (Refer to Property Records):

Street Address 443 ROGERS RD Tract X
Block _____ Lot _____

Subdivision Name _____

Section 16 Township 30N Range 20W

SW 1/4 NE 1/4 + W 1/2 SE 1/4

The Applicant is responsible for providing sufficiently complete information (see 18.210.090). Attached is the *Required Criteria for Conditional Use Application* the Planning Board and Council must use to create a "Finding of Fact" in making a decision. Please review the Criteria carefully before providing the following information and documents.

18.210.090 Burden of proof.

The burden of proof for satisfying the aforementioned criteria shall rest with the applicant and not the planning board. The granting of a conditional use permit rests in the discretion of the city council as to whether or not the proposal conforms to the criteria and requirements set forth in Chapter 18.210.080

1. Zoning District and Zoning Classification in which use is proposed: SAG 5

2. Attach a plan of the affected lot which identifies the following items:

- Surrounding land uses.
- Dimensions and shape of lot.
- Topographic features of lot.

- d. Size(s) and location(s) of existing buildings.
- e. Size(s) and location(s) of proposed buildings.
- f. Existing use(s) of structures and open areas.
- g. Proposed use(s) of structures and open areas.
- h. Existing & proposed landscaping and fences.

3. On a separate sheet of paper, discuss the following topics relative to the proposed use:

- a Traffic flow and control.
- b Access to and circulation within the property.
- c Off-street parking and loading.
- d Refuse and service areas.
- e Utilities.
- f Screening and buffering.
- g Signs, yards and other open spaces.
- h Height, bulk and location of structures.
- i Location of proposed open space uses.
- j Hours and manner of operation.
- k Noise, light, dust, odors, fumes and vibration.
- l If the application is for a home occupation conditional use permit provide the following information:
 - 1 Number of employees that will work on the premises.
 - 2 Number of employees that are not family members residing at the premises.
 - 3 Estimated number and frequency of clients/patrons that will visit the on-site business.
 - 4 How much area will be used for the business. Compared to the area used for residential purposes.

4. Attach supplemental information for proposed uses that have additional requirements.

I hereby certify under penalty of perjury and the laws of the State of Montana that the information submitted herein, on all other submitted forms, documents, plans or any other information submitted as a part of this application, to be true, complete, and accurate to the best of my knowledge. Should any information or representation submitted in connection with this application be incorrect or untrue, I understand that any approval based thereon may be rescinded, and other appropriate action taken. The signing of this application signifies approval for the planning staff to be present on the property for routine monitoring and inspection during the approval and development process.

Applicant Signature William A. Bay Date 4/7/2020

2. Plan of the affected lot which identifies the following items:

- a) Surrounding land uses: Wrapping the western and northern side of the property is an 80' easement for a proposed sub-division outlet road. On the south edge of the property is Rogers Road. Across Rogers Road is a State of Montana Department of Transportation. Farmland exists between the property and MT HWY 206 to the east.
- b) Dimensions and shape of lot: Please see attached Certificate of Survey Map.
- c) Topographic features of lot: The lot is essentially flat with no trees, waterways, or other topographic features of note where the building will be.
- d) Size(s) and locations(s) of existing buildings: There are currently no existing buildings or structures on the property.
- e) Size(s) and locations(s) of proposed buildings: There will be one 80' x 48' building erected. Please see Map #2 for location on the property.
- f) Existing use(s) of structures and open areas: The lot is currently being used as a horse pasture.
- g) Proposed use(s) of structures and open areas: The structure and surrounding open area will be used as a dog boarding/daycare/training center on approximately 5 acres of the 11.87 acre lot. The remaining acreage will be used as a horse pasture and future home building site for the owners.
- h) Existing and Proposed landscaping and fences: There is currently a 5-wire fence across the southern edge of the property bordering Rogers Road. There is also a temporary horse fence surrounding the eastern portion of the property. A perimeter fence will be installed on the western half of the property to designate the kennel area. In addition, enclosed dog yard fences will be built to ensure the safety of the animals in our care. Landscaping will consist of watered lawn, natural grasses, rock, stone, and shrubbery.

3. On a separate sheet of paper, discuss the following topics relative to the proposed use:

- a) Traffic flow and control: Between 10 – 40 guest vehicles daily.
- b) Access to and circulation within the property: We have acquired the necessary permits for two approaches off Rogers Road with a circle drive and parking available for all vehicles, including employee.
- c) Off-Street parking and loading: None.
- d) Refuse and service areas: Weekly trash removal will be contracted. Dog feces will be incinerated on site.
- e) Utilities: A well, septic, natural gas from Northwestern Energy, electricity from Flathead Electric and phone from either Centurylink or Spectrum will be installed.
- f) Screening and buffering: Landscaping will consist of watered lawn, natural grasses, rock, stone, and shrubbery.
- g) Signs, yards and other open space uses: Signage will be on property along fence line of Rogers Road and on kennel building. Dog yards will be lawn and natural grasses.
- h) Height, bulk and location of structures: The building will be lumber framed 48'x80'x24'. Please see attached Map #2 for location on the property.
- i) Location of proposed open space uses: Please see Map #2 for open space uses.
- j) Hours and manner of operation: We care for the animals in our care 24 hours a day. We are open 7 am – 7 pm for pickup and drop off.
- k) Noise, light, dust, odors, fumes and vibration: Outdoor dog yards will be in use 7 am to 10 pm in accordance with Flathead County Dog Noise Ordinance. Outdoor lighting will be used for safety in dog areas until 10 pm. Building security lighting will be used when dark. Dust will be controlled through irrigation in dog areas. Driveway and parking will be oiled with dust prevention materials. There are no emissions, fumes, or vibrations caused by the operation of the business.
- l) If the application is for a home occupation conditional use permit provide the following information: NOT APPLICABLE

TR 38E+20-0033351 TR 2E-0636775 TR 38+2-0101500

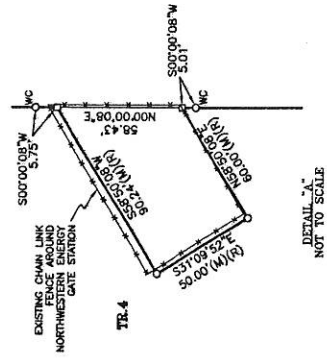
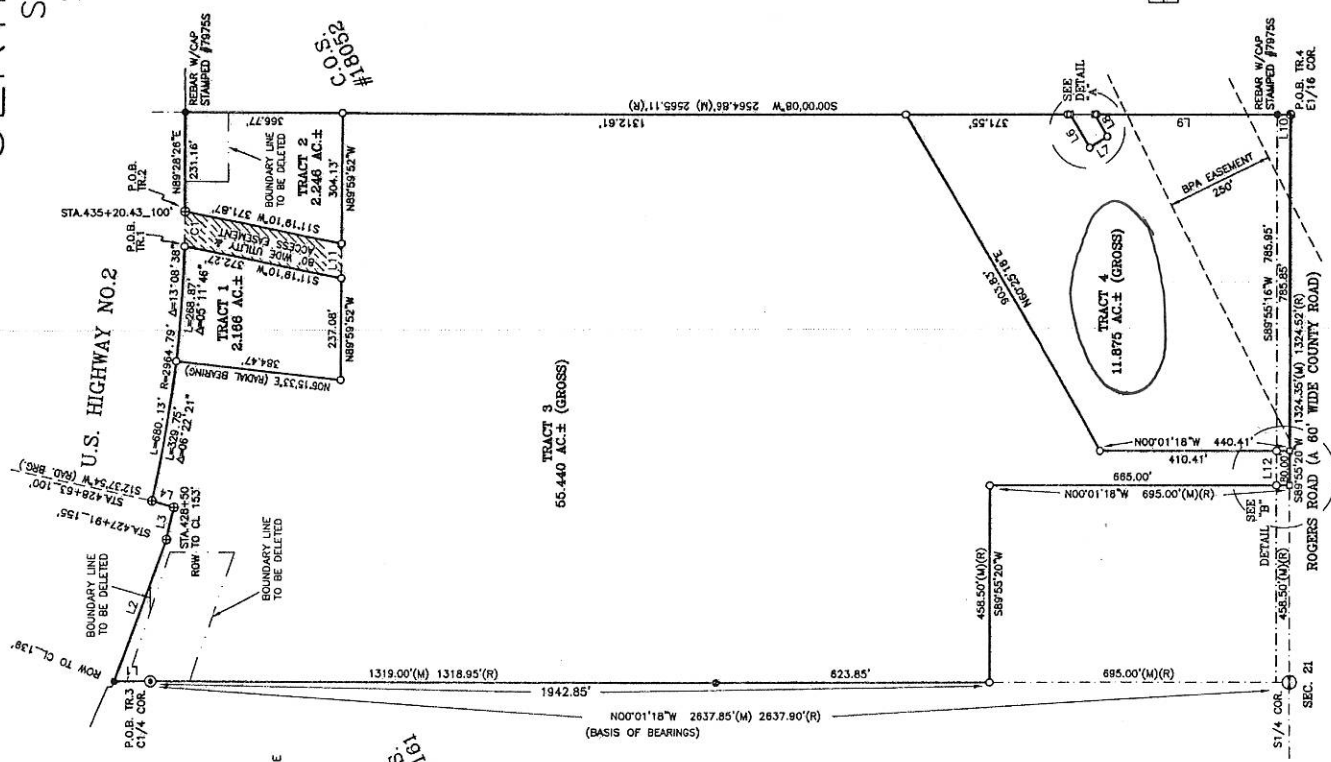
OWNERS: Cofalis Investments, LLC
PURPOSE: RELOCATION OF COMMON BOUNDARIES
DATE: JUNE 1, 2015

CERTIFICATE OF SURVEY

SW1/4 NE1/4 & W1/2 SE1/4,
SEC. 16, T30N, R20W, P.M.,M.,
FLATHEAD COUNTY, MONTANA

LEGEND

- ⊙ SOUTH 1/4 COR., SEC. 16, FOUND 2.5" DIAMETER BRASS CAP STAMPED #9560ES
- ⊙ CENTER 1/4 COR., SEC. 16, FOUND REBAR W/CAP STAMPED #9560ES
- ⊙ EAST 1/16 COR., SEC. 16, FOUND 2" DIAMETER ALUMINUM CAP, NO STAMP
- ⊙ FOUND REBAR W/CAP, STAMPED #9560ES (UNLESS OTHERWISE NOTED)
- ⊙ FOUND 2" DIAMETER ALUMINUM CAP, MOD. STATION & DISTANCE TO ROW CENTERLINE
- ⊙ SET 5/8" X 24" REBAR W/PLASTIC CAP STAMPED #15627LS
- ⊙ WITNESS CORNER, SET 5/8" X 24" REBAR W/PLASTIC CAP STAMPED #15627LS
- ⊙ COMPUTED POINT
- ⊙ P.O.B. POINT OF BEGINNING
- (M) MEASURED DISTANCE
- (R) RECORDED DISTANCE



LINE	BEARING	DISTANCE
L1	N00°00'39"E	83.40 (M) 83.30 (R)
L2	S70°02'57"E	350.85
L3	S77°30'43"E	76.96
L4	N15°59'25"E	53.79 (M) 53.00 (R)
L5	N89°28'26"E	231.16
L6	S81°09'52"E	90.24 (M) 90.24 (R)
L7	S31°09'52"E	80.00 (M) 80.00 (R)
L8	N58°50'08"E	425.49
L9	S00°00'08"W	30.01 (M) 30.00 (R)
L10	S00°00'08"W	30.01 (M) 30.00 (R)
L11	N89°55'52"W	81.59
L12	S89°55'52"W	80.00

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	RADIAL IN	RADIAL OUT
C1	2964.79'	81.51'	01°34'31"	S01°03'48"W	S00°30'43"E

SAM CORDI
REGISTERED LAND SURVEYOR
974 COLORADO AVE
BOX 323
EFISH, MT 59937
NE: (406) 862-9977

COS# 20092

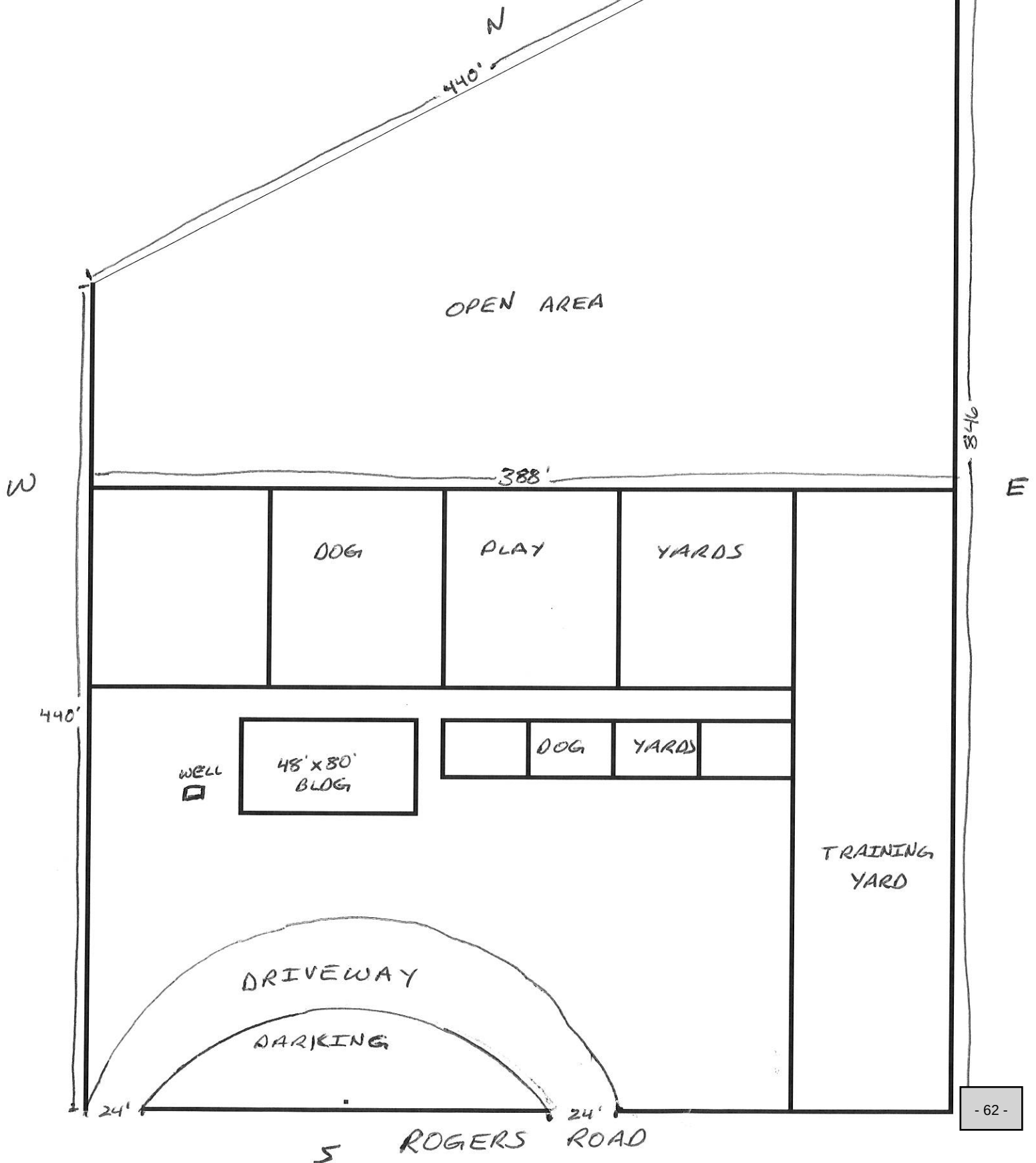
201500022218 Fees: \$30.00 by: NC
by: SAM CORDI LAND SURVEYING & MAPPING INC
Date 9/22/2015 Time 11:34 AM
Debbie Pierson, Flathead County Montana

C.O.S. # 20092

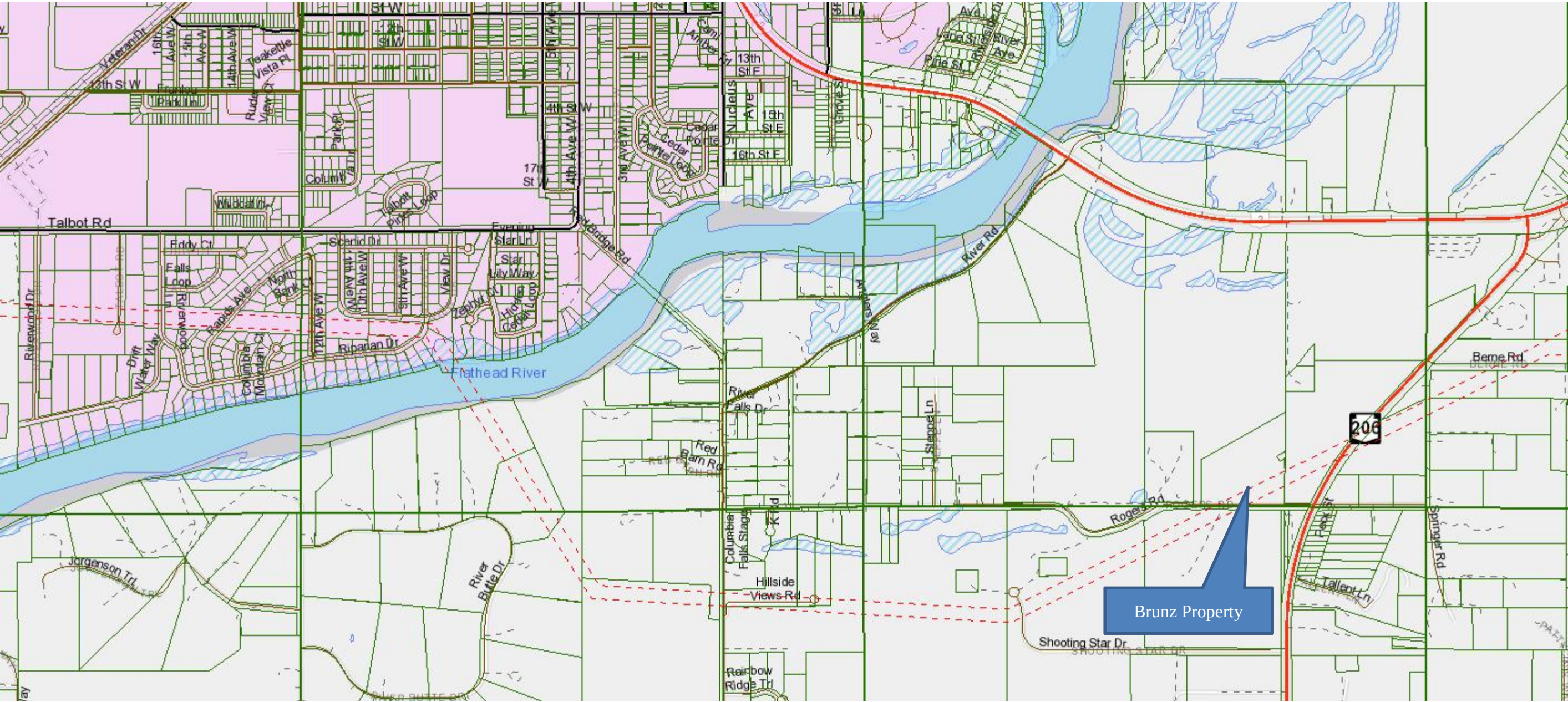
SHEET 1 OF 2

MAP #2

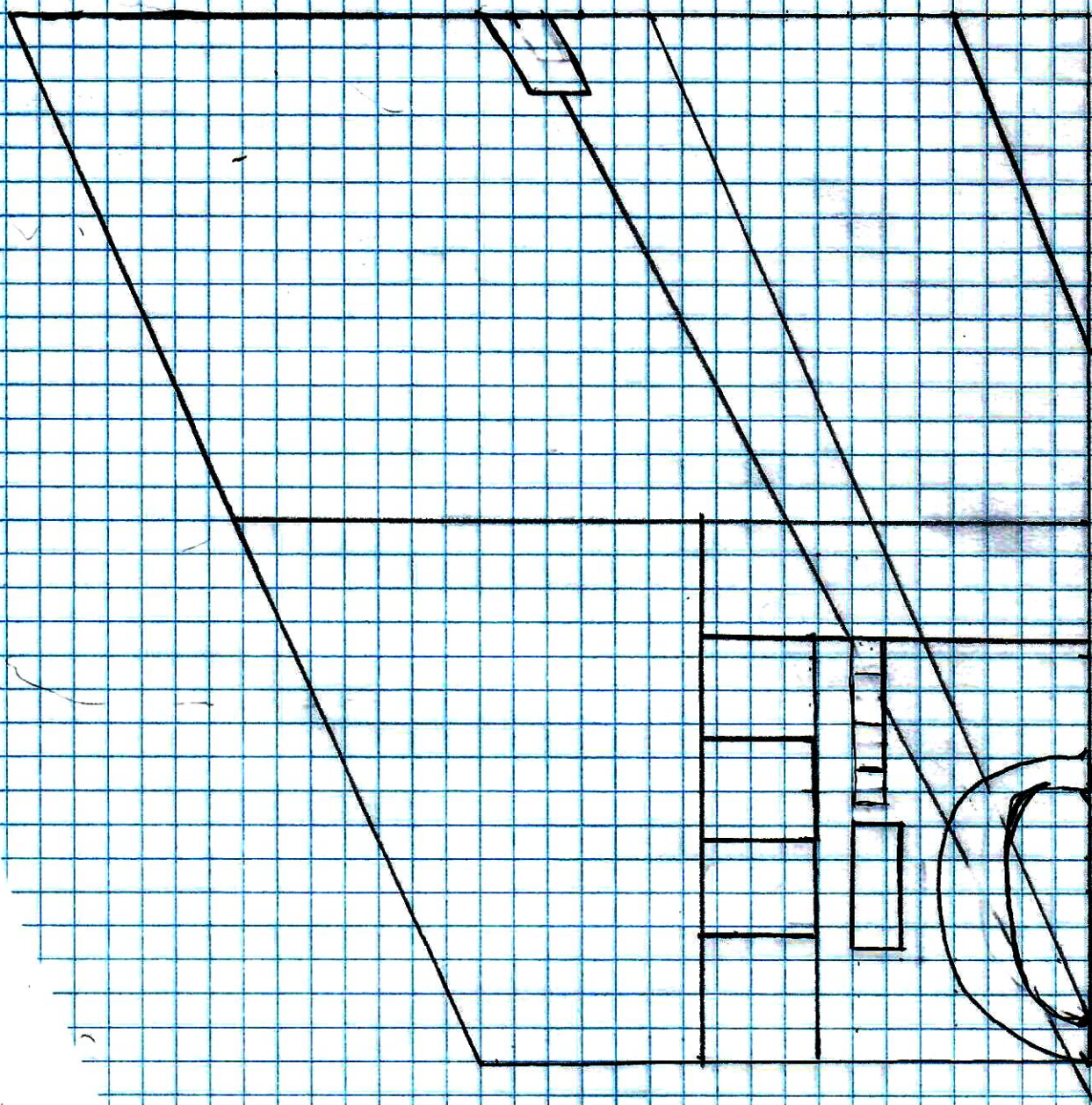
Item No.8.



Site Plan for Brunz CUP



, 118



**CITY OF COLUMBIA FALLS
MINUTES OF THE REGULAR MEETING
HELD MAY 12, 2020**

CALL TO ORDER AND ROLL CALL at 6:33PM

PRESENT:

Russ Vukonich
 Claudette Byrd-Rinck via zoom
 Steve Hughes
 Kurt Nelson via zoom
 Patti Singer
 Robert Smith
 Sam Kavanagh via zoom

ABSENT:

Mike Shepard
 Steve Duffy

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

APPROVAL OF MINUTES:

Minutes of the March 10, 2020 Planning Board - Motion made by Singer, seconded by Hughes to approve the minutes as read. Voting Yes: Vukonich, Byrd-Rinck, Hughes, Nelson, Singer, Smith, Kavanagh

VISITOR OR PUBLIC COMMENT: None.

PUBLIC HEARINGS AND ACTION:

Request for a Conditional Use Permit to operate a dog kennel:

Brunz Enterprises LLC (Will & Andrea Brunz) is requesting a Conditional Use Permit to operate a dog kennel on property located at 443 Rogers Road in Columbia Falls. The 11.8-acre property is described as Assessor's Tract 2M (Tract 4 of COS 20092) in SW1/4SE1/4 of Section 16, Township 30 North, Range 20 West, P.M.M., Flathead County. The property is zoned SAG-5 in the Columbia Falls Zoning Jurisdiction. Commercial Kennels require a Conditional Use Permit in the SAG-5 Zoning District.

Planner Mulcahy presented Staff Report CCU-20-01 to the Board. The property is 11.8 acres with a proposed building being 3,800 sq. ft. Mulcahy reviewed each of the evaluation criteria: site suitability, appropriateness of design, public services, and immediate neighborhood impact. Mulcahy noted that the site provides for adequate parking spaces. Additionally, there is a 100ft buffer to any adjacent property line and the building will be soundproofed. Animal waste is disposed of daily by either an on-site incinerator or contracted waste disposal. Mulcahy reported that there are 9 recommendations for this conditional use permit.

Nelson joined the meeting via zoom at 6:42PM.

CITY OF COLUMBIA FALLS
MINUTES OF THE REGULAR MEETING
HELD MAY 12, 2020

Mulcahy noted that any signage will need a permit per SAG-5 zoning requirements. Traffic will likely be from 7AM to 7PM, originating from Highway 206 to the East. The outdoor kennels will operate from 7AM to 10 PM. The incinerator is industrial grade and requires a permit from the Flathead County Health Department and MT DEQ. There are two written letters of public comment. The first questioned the 60-dog capacity, notice to neighbors if sickness occurs and requested a solid fence on the western property line. The other comment was a letter of support for the project.

Chairman Vukonich asked the Board if they had questions for staff. Kavanagh asked if the 60ft separation between this property and the neighbors was the second access point for the new Benches subdivision. Mulcahy said that was correct. Smith noted that the foundation was already started. Mulcahy answered that since they are out of city limits, no building permit is needed. It is ok for them to build the kennels as long as the operation of them does not start until the conditional use permit is obtained. Smith questioned the 100ft buffer from the property lines. Mulcahy stated only the boarding yards are required to have that buffer. Kennel staff will be with the dogs in the play and training areas, and will control their behavior. Vukonich asked Mulcahy about the bi-weekly waste removal, Mulcahy responded that it was daily removal for animal waste. Singer asked about the location of the incinerator if it was approved and if it emitted odor and smoke. Mulcahy replied it was designed to produce no odor or smoke.

Chairman Vukonich asked for the applicant's presentation. Will Brunz, 531 Windy Acres Dr, is the owner and stated the project is straight forward. He is currently working on the incinerator approval from the county and MT DEQ. He would rather use that since it seemed more environmentally friendly. He said no other shelter, kennel, or hospital in the county is removing their waste daily from their properties. The 100 ft. setback for the boarding yards is met, the yards being 160 ft. from the western boundary and 160 ft. from the southern boundary. The building will be 80ft from the western boundary and 136ft from the southern boundary. He questioned the soundproofing for the building and what standard was used. He stated a single-family residence is 35-40 decibels with R15 insulation. A home theater is proofed to 55-60 decibels. He will have R19 insulation, with 1 in foam and dry wall installed as the final layer. This should be at the 55-58 decibel level. The kennels will not be under the BPH powerlines and will meet their setbacks from those lines.

Chairman Vukonich stated that he has experience with soundproofing. He said baffling is of a specific material and design. He recommended a QuietRock material. Mulcahy stated it was a fully insulated design and it met the requirements. He was conditioning what was proposed in the project. Hughes questioned if the City had a sound decibel level requirement. Mulcahy replied one is not used, because the City has no way of measuring decibels. Brunz stated this was a major concern in kennel design and they want to be good neighbors. Vukonich asked Brunz if he was ok with adding a wood fence to the western property boundary, to which Brunz replied yes. Singer asked Brunz about why this location on the property for the kennel. He responded it was to maximize the future use of the property. Singer was concerned about the outside kennel's noise. Brunz replied that Flathead County allows for 7AM – 10PM for outdoor kennel use. Noise can be managed and maintained at a lower level by very experienced staff. Vukonich asked Brunz that if they subdivide in the future, will all the zoning regulations be met. Brunz assured they would as it is subject to the Columbia Falls jurisdiction for subdivision review and approval.

Chairman Vukonich opened the Public Hearing at 7:17 pm.

Daniel Seliger, 439 Rogers Rd, Columbia Falls, MT 59912. He is the next-door neighbor to the west and has a noise concern. He stated the kennel would excite his dogs and add more noise. He questioned the incinerator

CITY OF COLUMBIA FALLS
MINUTES OF THE REGULAR MEETING
HELD MAY 12, 2020

smelling and producing smoke. Why would the Brunz build their house at the rear of the property if it produced no odor or smoke?

Lorinda Seliger, 439 Rogers Rd, Columbia Falls, MT 59912. She noted that she had provided written testimony to the Board.

Chairman Vukonich closed the Public Hearing at 7:28 p.m. noting the written comments are part of the official record.

Nelson asked if the other kennels have a similar amount of animal waste for disposal. Brunz replied it is unlikely but statute does not state the amount of waste. Vukonich asked if Brunz had used the incinerator yet. Brunz has only researched it.

Hughes motioned to adopt Staff Report CCU-20-01 as findings of fact, Seconded by Singer. Voting Yes: Vukonich, Byrd-Rinck, Hughes, Nelson, Singer, Smith, Kavanagh.

Kavanagh stated the Board should add a recommendation for the western property line fence, as noted in the Seligers' written testimony and by Mulcahy, and as discussed earlier, there should be confirmation of the location of the incinerator, if approved, to confirm needed distance from property lines.

Kavanagh motioned to add Condition 10: To mitigate the impact of kennel operation, there will be a minimum 6 ft. privacy fence installed on the western boundary. Second by Smith. Voting Yes: Vukonich, Byrd-Rinck, Hughes, Nelson, Singer, Smith, Kavanagh.

Planner Mulcahy stated the health department approves the incinerator but the Board can add City approval of its location. Vukonich asked about adding fencing around. Mulcahy suggested the location be east of the building and fenced. Applicant Brunz asked about adding neighbor approval to its location. City Attorney Breck did not recommend codifying that into the permit. There was a short discussion on the wording of the proposed condition 11.

Kavanagh motioned to add Condition 11: The City will approve the location of the outdoor incinerator to mitigate the impacts on neighboring properties. Motion seconded by Smith. Voting Yes: Vukonich, Byrd-Rinck, Hughes, Nelson, Singer, Smith, Kavanagh.

Motion made by Hughes to recommend approval of the Conditional Use Permit with Conditions, as amended, to City Council, seconded by Kavanagh. Voting Yea: Vukonich, Byrd-Rinck, Hughes, Nelson, Singer, Smith, Kavanagh.

ADJOURNMENT: Motion by Singer to adjourn at 7:52 p.m., seconded by Hughes.

Chairman

Alex Vissotzky | Public Works Clerk

CITY OF COLUMBIA FALLS
NOTICE OF PUBLIC HEARINGS

The Columbia Falls City-County Planning Board will hold a public hearing for the following item at their regular meeting on Tuesday, May 12, 2020 at 6:30 p.m. at the Council Chambers of City Hall, 130 6th Street West, Columbia Falls, Montana. The Columbia Falls City Council will hold a subsequent hearing on June 1, 2020 starting at 7:00 p.m. in the same location. Both hearings will be conducted in accordance with the most current recommended and/or required public health and safety protocols in place at the time of the hearing. The City website, <https://cityofcolumbiafalls.org>, will contain updated information if there is any change to the planned hearings.

Request for a Conditional Use Permit to operate a dog kennel: Brunz Enterprises LLC (Will & Andrea Brunz) is requesting a Conditional Use Permit to operate a dog kennel on property located at 443 Rogers Road in Columbia Falls. The 11.8 acre property is described as Assessor's Tract 2M (Tract 4 of COS 20092) in SW1/4SE1/4 of Section 16, Township 30 North, Range 20 West, P.M.M., Flathead County. The property is zoned SAG-5 in the Columbia Falls Zoning Jurisdiction. Commercial Kennels require a Conditional Use Permit in the SAG-5 Zoning District.

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

DATED this 21st day of April, 2020

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

April 26, 2020
MNAXLP

STATE OF MONTANA

FLATHEAD COUNTY

AFFIDAVIT OF PUBLICATION

MARY BOOTH BEING DULY

SWORN, DEPOSES AND SAYS: THAT SHE IS THE LEGAL CLERK OF THE **DAILY INTER LAKE** A DAILY NEWSPAPER OF GENERAL CIRCULATION, PRINTED AND PUBLISHED IN THE CITY OF KALISPELL, IN THE COUNTY OF FLATHEAD, STATE OF MONTANA, AND THAT NO. 26965

LEGAL ADVERTISEMENT WAS PRINTED AND PUBLISHED IN THE REGULAR AND ENTIRE ISSUE OF SAID PAPER, AND IN EACH AND EVERY COPY THEREOF ON THE DATES OF APRIL 26, 2020

AND THE RATE CHARGED FOR THE ABOVE PRINTING DOES NOT EXCEED THE MINIMUM GOING RATE CHARGED TO ANY OTHER ADVERTISER FOR THE SAME PUBLICATION, SET IN THE SAME SIZE TYPE AND PUBLISHED FOR THE SAME NUMBER OF INSERTIONS.

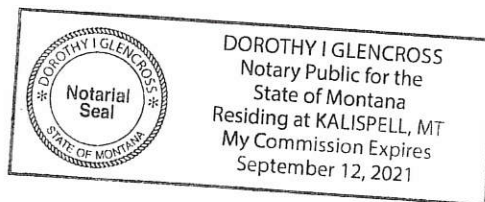
Mary Booth

Subscribed and sworn to
Before me this, April 26, 2020

Dorothy I. Glencross

Dorothy I. Glencross

Notary Public for the State of Montana
Residing in Kalispell
My commission expires 9/12/2021





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

Planning Department

PHONE (406) 892-4391

FAX (406) 892-4413

Item No.8.

April 21, 2020

Re: Public hearing notice for a CUP for Brunz Enterprises LLC

Dear Adjacent Property Owner:

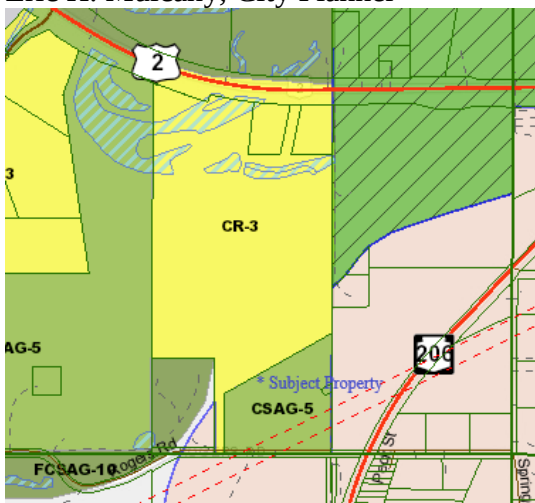
Our records indicate that you are the owner of property within 150-feet of the proposed project.

As the Planning Staff for the Columbia Falls Planning Jurisdiction, I am writing to provide you with a notice of a public hearing for a Conditional Use Permit (CUP) for property located at 443 Rogers Road in Columbia Falls. The property is zoned SAG-5 (Suburban Agricultural) which requires a CUP to operate a kennel. The property is described as Assessor's Tract 2M (Tract 4 of COS 20092) in SW1/4SE1/4 of Section 16, Township 30 North, Range 20 West, P.M.M., Flathead County.

If you have question or comments concerning this matter, please call or write me at City Hall. For written comment to be included in the Planning Board packet, it needs to be submitted to the City Clerk, 130 6th Street West, Columbia Falls, MT 59912 no later than Thursday May 7, 2020 or by email: staalandb@cityofcolumbiafalls.com. Written or emailed comment may be provided up to 5:00 pm on the day of the hearing, it will just be passed out at the hearing. Please see the attached notice for specific public hearing information.

Sincerely,

Eric H. Mulcahy, City Planner



NOTICE OF HEARINGS

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DATED this 21st day of April, 2020

Susan Nicosia

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

Publish: Daily Interlake Sunday April 26, 2020

May 11, 2020

Columbia Falls City County Planning Board - via email

Columbia Falls Montana

Dear Board members,

My name is Kathy Grant and I would like to express mine and my husband's support for the granting of a conditional use permit applied for by Brunz Enterprises to expand their kennel business. We have read the application report packet and see that the issues have all been addressed positively, save for the waste incinerator. We have seen and know the location of the site and it is described accurately and in an area where it would fit the community well with no adverse impacts.

As for the incinerator issue – we have seen and researched similar incinerators in the past for everything from human waste, medical waste, toilet waste and other solid waste. All that we saw were simply smaller versions of a crematory, like the ones in the residential areas of Kalispell that have no adverse issues. We feel that this is a great and environmentally friendly and diligent way to dispose of something that would simply add to the growing solid waste problems at the county landfill.

Because of the years of great care, accommodating and proven service the Columbia Mountain Kennels have been providing, their service is in high demand. In our community's realm of tourism, as well as the propensity of travelers to include their pets on vacations nowadays, their new kennel expansion is complimentary to every other tourism based business in the valley. Locals such as ourselves also benefit from these services.

We have had many dogs in our lives, and have used many kennels in the valley over the years. When we took on our latest 160 pound rescue dog project, (an unruly St. Bernard that everyone wanted but no one could handle or care for) and because of the large size of our new pet, we sought out a new kennel and researched many. We toured Columbia Mountain Kennels, found them to be first rate; caring for the pets and customers, and found that the Brunz's run their kennel like most other businesses in the valley only wish they could. They are community minded owners even giving discounts to School District 6 employees and military/law enforcement customers. I don't know if they still do or not, but at one time they gave discounts for those traveling to CF Wildcat out of town events.

Our family owns residence in Columbia Falls as well as property in Hungry Horse and Whitefish, and are a lifelong and multi-generational Flathead Valley family. We feel that the expansion of Columbia Mountain Kennels to the new location would be an asset to our community.

Please accept as signed –

Kathleen Grant

406-253-7559

Item No. 2.

RECEIVED

MAY 04 2020

CITY OF COVINGTON FALLS

7.

May 2, 2020

Re: CUP for Brung Enterprises LLC

Dear Planning Board,

I am, Linda Seliger. I live at 439 Rogers Road. My family received a letter from the Planning Department April 25th, 2020 about the kennels going in.

My husband, Dan, and I moved our family onto the property in 1996. Originally we had started out below the bluff but had to move up on top the bluff to this location. This was due to the two bridge zoning. It didn't matter that we already had water and septic in place.

The Brung family broke ground in two places and put in electric utilities in March. The piece within 150' of our front yard we now know isn't for a house but a kennel. Ouch! Out of eleven plus acres its this close. Please please please put the shoe on the other foot. By no means are we against the kennels going in, we'd just like a little consideration.

We have four dogs of our own. Strangers we are not when it comes to dogs and kennels !!!

2.

Our family has a Great Love for Dogs! We're involved with Pheasants Forever, Glacier Gun Dog Club and NSTRA and have been for over 30 years now. Dan has had a hand in training many champion bird dogs and has judged many trials. We have been at many kennels of all sizes. This isn't good for us if changes can't be made.

We do enjoy entertaining so yes we are concerned. The front of our house faces the Kennel (East). That side of our home has three bedrooms and two living areas. The yard and deck are also on that side. Dogs can be a pain. I know first hand. Dogs Bark!!!

We want to help this work for everyone involved.

We'd like to suggest the kennel be moved farther east from our house or maybe put their house there instead. The structure isn't there yet so please consider this before you make it a permanent thing.

We know the Kennel has requirements to meet. This is a few of our concerns:

1. size of kennel (we have know idea how many dogs)
2. notify us if parvo, Kennel cough are at their kennel so we can treat our dogs.
3. Noise while in runs. solid fence to West instead of chain link.

There's a huge possibility we will have a road there as well. Dogs love to bark at cars!!!

Please consider us we've been here for 24 years.

Thank you for your time
 Sandra
 Seliger

P.S.

I can be reached
 at 406-249-2149

P.O. Box 689
 Col. Falls, MT
 59912-0689

memo

TO: Tyler Bradshaw, PE
Public Works Director, City of Columbia Falls

FROM: C.R. Leisinger, PE
Project Manager, Morrison-Maierle

DATE: May 29, 2020

JOB NO.: 0541.029

RE: Water Supply Well No. 3 Project – Award Recommendation

CC: Susan Nicosia, CPA, MPA
City Manager, City of Columbia Falls

☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☒ For Your Use

Overview

The Water Supply Well No. 3 Project generally consists of a new water supply well, well house, backup generator, and site improvements in Horine Park and a water main extension on Talbot Road. The project is broken into a single base bid with two additive alternates as follows:

Base Bid

- Water supply well with vertical turbine pump
- Wood framed well building with concrete footing, interior piping, electrical, and HVAC
- Site improvements to support the new building including asphalt paving, concrete flatwork, a dry well, and sod placement
- 14" water main extension from the new well house to Talbot Road
- 12" water main extension from the new 14" water main to Veteran Drive

Additive Alternate A

- 12" water main extension from 14" water main in base bid (near well house) to Beth Road

Additive Alternate B

- Backup diesel generator for the new water supply well

Bids were received on May 28, 2020 and read aloud at 3:00 pm at City Hall. One contractor submitted a bid for the project. This memorandum summarizes the bid received and recommends a course of action for the City.

Summary of Bids Received

The Certified Bid Tabulation is attached to this memorandum. Bid totals are summarized as follows:

Contractor	Base Bid	Additive Alternate A	Additive Alternate B
LHC, Inc. Kalispell, MT	\$1,713,445.59	\$204,267.56	\$92,493.00

LHC has been determined to be the lowest responsible bidder for the work. LHC is a reputable contractor who has completed other projects of similar size and scope.

Bid Irregularities

No bid irregularities were found in the bid received.

Award Options

The bidding documents specify that the low bidder will be determined on the basis of the lowest “responsible” bidder whose total base plus selected bidding alternates is the lowest “responsible” bid for the work. The City has five options available in terms of awarding a contract for the project:

1. Accept the low bid from LHC for the Base Bid plus Additive Alternates A and B for **\$2,010,206.15**.
2. Accept the low bid from LHC for the Base Bid plus Additive Alternate A only for **\$1,917,713.15**.
3. Accept the low bid from LHC for the Base Bid plus Additive Alternate B only for **\$1,805,938.59**.
4. Accept the low bid from LHC for the Base Bid only for **\$1,713,445.59**.
5. Reject all bids and re-bid the project at a later date.

Recommendation

We believe the low bid by LHC is competitive and reasonable for the scope of work. Past project history indicate that LHC is competent and capable of completing the proposed work. If considered appropriate by the City, it would be the recommendation of Morrison-Maierle, Inc. to award to LHC in the amount of **\$2,010,206.15** for the Base Bid plus Additive Alternates A and B.

May 29, 2020

To: Mayor & Council

From: Susan M. Nicosia, City Manager

RE: Award Bid – Water Supply No. 3 Project

As noted in the attached documents, the City held a bid opening on Thursday, May 28th at 3 p.m.

The City's engineer, C.R. Leisinger, PE, Project Manager, Morrison-Maierle reviewed the bid documents from the sole bidder, LHC, Inc. of Kalispell, MT. Mr. Leisinger found no irregularities in the bid documents. LHC Inc. provided all of the necessary documentation in their bid.

Morrison-Maierle recommended awarding the Base Bid and both additive alternates for a total project cost of \$2,010,206.16. Public Works Director Bradshaw and I reviewed the award options as well as the available funding and we recommend awarding the Base Bid, \$1,713,445.59 and Additive Alternate A in the amount of \$204,267.56 for a total bid award of \$1,917,713.15.

Council Action Requested: Award LHC, Inc. Base bid and Additive Alternate A for a total bid of \$1,917,713.15.

Water Supply Well No. 3 Project

City of Columbia Falls

Certified Bid Tabulations

Schedule 1 - Base Bid				Engineer's Estimate Morrison-Maierle, Inc.		LHC, Inc. Kalispell, MT	
ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL EST. PRICE	UNIT PRICE	TOTAL EST. PRICE
101	Mobilization, Bonding, General Requirements (10% Max)	1	LS	\$ 148,002.00	\$ 148,002.00	\$ 156,230.00	\$ 156,230.00
102	Temporary Fencing	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 2,615.00	\$ 2,615.00
Well Construction							
103	Well Drilling Sediment Control	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 2,100.00	\$ 2,100.00
104	Temporary 20-inch with Permanent 16-inch Casings	85	FT	\$ 300.00	\$ 25,500.00	\$ 279.81	\$ 23,783.85
105	16-inch Drilling with Casing	215	FT	\$ 250.00	\$ 53,750.00	\$ 419.71	\$ 90,237.65
107	16" Stainless Steel Well Screen with Fittings	60	FT	\$ 250.00	\$ 15,000.00	\$ 447.69	\$ 26,861.40
108	Grout Annulus and Remove 20-inch Casing	85	FT	\$ 60.00	\$ 5,100.00	\$ 174.88	\$ 14,864.80
109	Well Development	16	HRS	\$ 400.00	\$ 6,400.00	\$ 580.60	\$ 9,289.60
110	Plumbness and Alignment Test	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 3,500.00	\$ 3,500.00
Aquifer Testing							
111	Aquifer Testing, Equipment, Setup & Takedown	1	LS	\$ 70,000.00	\$ 70,000.00	\$ 58,350.00	\$ 58,350.00
112	Operate Pump Testing Equipment for Aquifer Testing	80	HRS	\$ 200.00	\$ 16,000.00	\$ 489.66	\$ 39,172.80
113	Filter Equipment for Sediment Control	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 3,575.00	\$ 3,575.00
114	12-inch Temporary Discharge Piping	3500	FT	\$ 13.00	\$ 45,500.00	\$ 43.93	\$ 153,755.00
115	Temporary Railroad Crossing Piping	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 4,700.00	\$ 4,700.00
116	Temporary Talbot Road Pipe Crossing	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 5,275.00	\$ 5,275.00
117	Temporary Well Testing Discharge Manifold with Underlayment	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 4,700.00	\$ 4,700.00
118	DNRC Site Cleanup and Reclamation	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 11,425.00	\$ 11,425.00
Well Pump							
119	Concrete Pump Pedestal	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 4,200.00	\$ 4,200.00
120	Supply Vertical Turbine Pump with 250-Hp Motor	1	LS	\$ 150,000.00	\$ 150,000.00	\$ 99,560.00	\$ 99,560.00
121	Pump Appurtenances	1	LS	\$ 17,100.00	\$ 17,100.00	\$ 800.00	\$ 800.00
122	Pumping Equipment Installation	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 41,150.00	\$ 41,150.00
123	Well Disinfection	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 3,500.00	\$ 3,500.00
124	Start-up support and Training	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 7,000.00	\$ 7,000.00
Well Site							
125	Well Site Clearing, Grubbing, Topsoil Removal	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 5,925.00	\$ 5,925.00
126	Well House Building	1	LS	\$ 164,000.00	\$ 164,000.00	\$ 199,135.00	\$ 199,135.00
127	Well House Lighting and Electrical	1	LS	\$ 143,500.00	\$ 143,500.00	\$ 29,650.00	\$ 29,650.00
128	Well Pump Controls	1	LS	\$ 113,500.00	\$ 113,500.00	\$ 96,700.00	\$ 96,700.00
129	Electrical Utility Service	1	LS	\$ 15,000.00	\$ 15,000.00	\$ 30,110.00	\$ 30,110.00
130	Well House HVAC	1	LS	\$ 7,400.00	\$ 7,400.00	\$ 23,100.00	\$ 23,100.00
131	Well Site Earthwork and Grading	1	LS	\$ 9,850.00	\$ 9,850.00	\$ 15,775.00	\$ 15,775.00
132	Well House Interior Piping, Valves, Fittings	1	LS	\$ 95,300.00	\$ 95,300.00	\$ 115,525.00	\$ 115,525.00
133	3" Asphalt Pavement Section	1650	SY	\$ 37.00	\$ 61,050.00	\$ 41.14	\$ 67,881.00
134	6" Concrete Sidewalk and Apron	1080	SF	\$ 10.00	\$ 10,800.00	\$ 12.89	\$ 13,921.20
135	24" Storm Inlet	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 2,750.00	\$ 2,750.00
136	48" Drywell	1	EA	\$ 4,000.00	\$ 4,000.00	\$ 3,250.00	\$ 3,250.00
137	12" HDPE Pressure Relief Drain Pipe	72	LF	\$ 60.00	\$ 4,320.00	\$ 41.52	\$ 2,989.44
138	Dry Well Drain Rock with Fabric	60	CY	\$ 70.00	\$ 4,200.00	\$ 64.00	\$ 3,840.00
139	Topsoil Reclamation, Seed, and Sod Placement	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 23,650.00	\$ 23,650.00

140	Relocate Existing Drinking Fountain	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 2,450.00	\$ 2,450.00
141	4" PVC Floor Drain Piping	70	LF	\$ 40.00	\$ 2,800.00	\$ 43.75	\$ 3,062.50
Water Main							
142	Connect to Existing Water Main	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 1,750.00	\$ 1,750.00
143	Water Main Clearing, Grubbing, and Topsoil Removal	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 650.00	\$ 650.00
143	Sawcut and Remove Existing Asphalt Pavement	622	SY	\$ 10.00	\$ 6,220.00	\$ 17.41	\$ 10,829.02
144	14" PVC Water Main	97	LF	\$ 70.00	\$ 6,790.00	\$ 76.97	\$ 7,466.09
145	12" PVC Water Main	600	LF	\$ 65.00	\$ 39,000.00	\$ 62.46	\$ 37,476.00
146	12" Restrained Joint PVC Water Main with Spacers	188	LF	\$ 50.00	\$ 9,400.00	\$ 120.41	\$ 22,637.08
147	6" PVC Water Main	12	LF	\$ 55.00	\$ 660.00	\$ 95.58	\$ 1,146.96
148	Jack and Bore 24" Steel Casing Pipe with End Seals	168	LF	\$ 1,000.00	\$ 168,000.00	\$ 446.00	\$ 74,928.00
149	Steel Casing Cathodic Protection	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 2,100.00	\$ 2,100.00
150	Jack and Bore Railroad Settlement Monitoring	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 2,500.00	\$ 2,500.00
151	Railroad Flagging	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 15,110.00	\$ 15,110.00
152	14" MJ Butterfly Valve	1	EA	\$ 4,000.00	\$ 4,000.00	\$ 6,200.00	\$ 6,200.00
153	12" MJ Gate Valve	6	EA	\$ 3,500.00	\$ 21,000.00	\$ 4,010.00	\$ 24,060.00
154	6" MJ Gate Valve	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 2,054.00	\$ 2,054.00
155	14" x 14" MJ Tee	1	EA	\$ 2,700.00	\$ 2,700.00	\$ 2,970.00	\$ 2,970.00
156	12" x 12" MJ Tee	1	EA	\$ 2,500.00	\$ 2,500.00	\$ 1,956.00	\$ 1,956.00
157	12" x 6" MJ Tee	1	EA	\$ 1,100.00	\$ 1,100.00	\$ 1,543.00	\$ 1,543.00
158	12" MJ Blend	6	EA	\$ 1,600.00	\$ 9,600.00	\$ 1,935.00	\$ 11,610.00
159	12" MJ Cap	2	EA	\$ 600.00	\$ 1,200.00	\$ 1,016.00	\$ 2,032.00
160	14" x 12" MJ Reducer	2	EA	\$ 1,300.00	\$ 2,600.00	\$ 1,616.00	\$ 3,232.00
161	Connect Water Main to Well House Piping	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 1,440.00	\$ 1,440.00
162	Fire Hydrant Assembly	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 5,550.00	\$ 5,550.00
163	1" Water Service	1	EA	\$ 3,500.00	\$ 3,500.00	\$ 4,210.00	\$ 4,210.00
164	2" Water Irrigation Service	1	EA	\$ 4,000.00	\$ 4,000.00	\$ 9,725.00	\$ 9,725.00
165	Remove and Repair Chain Link Fence	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 1,225.00	\$ 1,225.00
166	3" Asphalt Pavement Restoration	300	SY	\$ 30.00	\$ 9,000.00	\$ 62.57	\$ 18,771.00
167	2.25" Asphalt Pavement Restoration	360	SY	\$ 25.00	\$ 9,000.00	\$ 51.87	\$ 18,673.20
168	Concrete Restoration	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 1,703.00	\$ 1,703.00
169	General Reclamation and Seeding	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 3,700.00	\$ 3,700.00
170	Water Main Existing Sanitary Sewer Crossing	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 335.00	\$ 335.00
171	Water Main Underground Utility Crossing	6	EA	\$ 1,000.00	\$ 6,000.00	\$ 335.00	\$ 2,010.00
172	Traffic Control	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 2,385.00	\$ 2,385.00
173	Site Dust Control and Haul Road Cleaning	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 1,725.00	\$ 1,725.00
174	Exploratory Excavation	8	HR	\$ 200.00	\$ 1,600.00	\$ 423.00	\$ 3,384.00
Total Schedule 1 - Base Bid:				\$ 1,627,942.00		\$ 1,713,445.59	

Schedule 1 - Additive Alternate A				Engineer's Estimate Morrison-Maierle, Inc.		LHC, Inc. Kalispell, MT	
ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL EST. PRICE	UNIT PRICE	TOTAL EST. PRICE
201	Mobilization, Bonding, General Requirements (10% Max)	1	LS	\$ 19,522.40	\$ 19,522.40	\$ 17,100.00	\$ 17,100.00
202	Connect to Existing Water Main	2	EA	\$ 5,000.00	\$ 10,000.00	\$ 1,350.00	\$ 2,700.00
203	Reserved	-	-				
204	Abandon Existing 6" AC Pipe in Place	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 500.00	\$ 500.00
205	Water Main Clearing, Grubbing, and Topsoil Removal	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 960.00	\$ 960.00
206	Sawcut and Remove Existing Asphalt Pavement	970	SY	\$ 10.00	\$ 9,700.00	\$ 18.90	\$ 18,333.00

207	12" PVC Water Main	797	LF	\$ 65.00	\$ 51,805.00	\$ 57.87	\$ 46,122.39
208	8" PVC Water Main	32	LF	\$ 60.00	\$ 1,920.00	\$ 84.00	\$ 2,688.00
209	6" PVC Water Main	35	LF	\$ 55.00	\$ 1,925.00	\$ 62.49	\$ 2,187.15
210	12" MJ Gate Valve	1	EA	\$ 3,500.00	\$ 3,500.00	\$ 4,252.00	\$ 4,252.00
211	8" MJ Gate Valve	2	EA	\$ 3,000.00	\$ 6,000.00	\$ 2,708.00	\$ 5,416.00
212	6" MJ Gate Valve	2	EA	\$ 2,500.00	\$ 5,000.00	\$ 2,106.00	\$ 4,212.00
213	12" x 12" MJ Tee	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 1,956.00	\$ 1,956.00
214	12" x 6" MJ Tee	2	EA	\$ 1,100.00	\$ 2,200.00	\$ 1,543.00	\$ 3,086.00
215	12" X 8" MJ Reducer	2	EA	\$ 1,200.00	\$ 2,400.00	\$ 1,145.00	\$ 2,290.00
216	12" MJ Bend	2	EA	\$ 1,600.00	\$ 3,200.00	\$ 1,417.00	\$ 2,834.00
217	Fire Hydrant Assembly	2	EA	\$ 5,000.00	\$ 10,000.00	\$ 5,400.00	\$ 10,800.00
218	Replace 1" Water Service To Property Line	5	EA	\$ 3,500.00	\$ 17,500.00	\$ 1,954.00	\$ 9,770.00
219	3" Asphalt Pavement Restoration	642	SY	\$ 37.00	\$ 23,754.00	\$ 60.19	\$ 38,641.98
220	2.25" Asphalt Pavement Restoration	324	SY	\$ 30.00	\$ 9,720.00	\$ 56.96	\$ 18,455.04
221	General Reclamation and Seeding	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 2,785.00	\$ 2,785.00
222	Water Main Underground Utility Crossing	2	EA	\$ 1,000.00	\$ 2,000.00	\$ 335.00	\$ 670.00
223	Traffic Control	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 2,700.00	\$ 2,700.00
224	Site Dust Control and Haul Road Cleaning	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 1,725.00	\$ 1,725.00
225	Exploratory Excavation	8	HR	\$ 200.00	\$ 1,600.00	\$ 423.00	\$ 3,384.00
226	Temporary Water	1	LS	\$ 5,000.00	\$ 5,000.00	\$ 700.00	\$ 700.00
Total Schedule 1 - Additive Alternate A :				\$ 219,746.40		\$ 204,267.56	

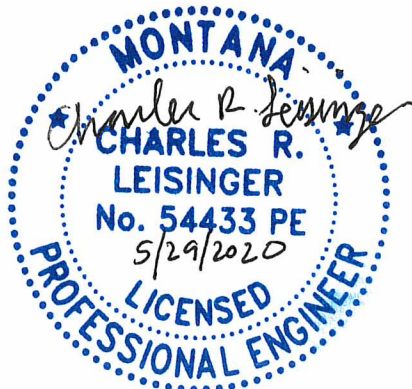
Schedule 1 - Additive Alternate B				Engineer's Estimate Morrison-Maierle, Inc.		LHC, Inc. Kalispell, MT	
ITEM NO.	DESCRIPTION	EST. QTY	UNIT	UNIT PRICE	TOTAL EST. PRICE	UNIT PRICE	TOTAL EST. PRICE
301	Backup Generator	1	LS	\$ 120,000.00	\$ 120,000.00	\$ 92,493.00	\$ 92,493.00
Total Schedule 1 - Additive Alternate B :				\$ 120,000.00		\$ 92,493.00	

SUMMARY OF SCHEDULES

	Engineer's Estimate Morrison-Maierle, Inc.	LHC, Inc. Kalispell, MT
Total Schedule 1 - Base Bid:	\$1,627,942.00	\$1,713,445.59
Total Schedule 1 - Additive Alternate A:	\$219,746.40	\$204,267.56
Total Schedule 1 - Additive Alternate B:	\$120,000.00	\$92,493.00
Base Bid Plus Additive Alternate A:	\$1,847,688.40	\$1,917,713.15
Base Bid Plus Additive Alternate B:	\$1,747,942.00	\$1,805,938.59
Base Bid Plus Additive Alternate A and B:	\$1,967,688.40	\$2,010,206.15

The tabulation of Bids herein is believed to be a true representation of the Bids received on May 28, 2020. Any discrepancies in the indicated sum of any column of figures, as presented in the bids, and the correct sum thereof, have been resolved per INSTRUCTIONS TO BIDDERS and are so reflected in this tabulation.

Charles R. Leisinger, PE
Morrison-Maierle, Inc.



RESOLUTION NO. 1817

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUMBIA FALLS, MONTANA, AUTHORIZING THE FORMAL NAMING OF RIVERBEND PARK TO THE JULIE PLEVEL MEMORIAL PARK

WHEREAS, the City was deeded the "toddler park" with the Final Plat of Riverbend Estates Phase 1 located at 62 Hidden Cedar Loop, Toddler Park Lot, Riverbend Estates Phase according to the map or plat thereof on file and of record in the office of the Clerk and Recorded of Flathead County, Montana, Assessor #E001181; and

WHEREAS, the toddler park was referred to Riverbend Park but was not formally named by the City Council; and

WHEREAS, the Columbia Falls City Council recognized the donation of the Julie Plevel Memorial bench in Riverbend Park at their regular council meeting on May 18, 2020; and

WHEREAS, the City Council discussed naming the park and determined that it would be in the best interest of the City and its residents to formally name the park in Riverbend Estates Phase 1 after Julie Plevel who served on the City Council for 10 years, October 2005 – December 2015; and

WHEREAS, during Mrs. Plevel's term on the Council she served on both the Parks Committee and Tree Board where her commitment to the community parks and trees was evident; and

WHEREAS, Mrs. Plevel was one of the principal developers of Riverbend Estates during which she ensured the development of the park including saving numerous trees and having them replanted on the park lot; and

WHEREAS, the City Council determined that it was most appropriate to recognize Julie Plevel's commitment and service to the community through the naming of the park.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA FALLS, MONTANA AS FOLLOWS:

Section One. Findings of Fact: The City Council hereby finds that it would be in the best interest of the City to formally name Riverbend Park as the Julie Plevel Memorial Park.

Section Two. Authorization: Susan Nicosia, Columbia Falls City Manager, is hereby authorized to execute on behalf of the City any and all documents necessary to formalize the aforementioned name change.

Section Three. Effective Date: This Resolution shall become effective immediately upon its passage and approval by the City Council.

PASSED AND ADOPTED BY THE CITY COUNCIL OF COLUMBIA FALLS, MONTANA THIS 1ST DAY OF JUNE, 2020, THE COUNCIL VOTING AS FOLLOWS:

AYES:

NOES:

ABSENT:

City Clerk

APPROVED BY THE MAYOR OF COLUMBIA FALLS, MONTANA, THIS _____ DAY OF JUNE, 2020.

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 1818

A RESOLUTION OF THE CITY COUNCIL OF COLUMBIA FALLS, MONTANA ESTABLISHING FEES FOR THE USE OF THE CITY'S POOL FOR THE 2020 SEASON

WHEREAS, the City of Columbia Falls owns and operates a municipal pool known as the Pinewood Aquatic Center; and

WHEREAS, the City of Columbia Falls is authorized by state law to charge fees for the provision of services in connection with said pool; and

WHEREAS, the City of Columbia Falls will open the 2020 Season under stringent COVID-19 protocols including limiting participants; and

WHEREAS, the City of Columbia Falls deems it to be in the best interests of the City and residents to revise the 2020 Season Fees.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA FALLS, MONTANA AS FOLLOWS:

Section One. The City Council hereby adopts the 2020 Season rates as listed on Exhibit A.

Section Two. This Resolution shall become effective immediately upon its final passage and adoption by the City Council.

PASSED AND APPROVED BY THE CITY COUNCIL OF COLUMBIA FALLS, MONTANA THIS 1st DAY OF JUNE, 2020, THE COUNCIL VOTING AS FOLLOWS:

AYES:

NOES:

ABSENT:

City Clerk

APPROVED BY THE MAYOR OF COLUMBIA FALLS, MONTANA THIS ____ DAY OF JUNE, 2020.

Mayor

ATTEST:

City Clerk

EXHIBIT "A"

Swim Fees - \$2.00 per person, open swim and lap swim

Punch Passes - \$20 or \$40 – non-refundable

Season Pass Rates – current rates – non-refundable

	In City	Out
Family	\$60.00	\$75.00 (Immediate household – 4, Each add' l \$5)
Individual	\$32.00	\$40.00
Lap Swim	\$30.00	\$38.00

RESOLUTION NO. 1819

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUMBIA FALLS, MONTANA ADOPTING A REVISED FEE SCHEDULE FOR BEER, WINE AND LIQUOR LICENSING

WHEREAS, the City of Columbia Falls has the authority to establish beer, wine and liquor license fees pursuant to 16-4-503, MCA; and

WHEREAS, the City of Columbia Falls had previously set the fees in the Columbia Fall Municipal Code in Title 8; and

WHEREAS, the City of Columbia Falls recently updated Title 8 to reflect that the licensing fees would hereby be set by Resolution; and

WHEREAS, this Resolution is adopted to establish the current beer, wine and liquor license fees pursuant to Title 16, Chapter 4, Part 5, MCA.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA FALLS, MONTANA AS FOLLOWS:

Section One: The beer, wine and liquor license fees are set forth on Exhibit "A" attached hereto is hereby adopted.

Section Two: That this Resolution shall become effective June 1, 2020 upon its passage and approval by the City Council.

PASSED AND ADOPTED BY THE CITY COUNCIL OF COLUMBIA FALLS, MONTANA THIS 1st DAY OF JUNE, 2020, THE COUNCIL VOTING AS FOLLOWS:

AYES:

NOES:

ABSENT:

City Clerk

APPROVED BY THE MAYOR OF COLUMBIA FALLS, MONTANA THIS ____ DAY OF JUNE, 2020

Mayor

ATTEST:

City Clerk

EXHIBIT A

2020 BEER, WINE AND LIQUOR LICENSING FEES

All Beverage - \$312.50 (5/8 of State Fee – 16-4-501(7)(b))

Beer & Wine Combined – On Premises - \$400

Beer & Wine Combined – Off Premises - \$400

Brewery- 10,000 or fewer barrels of beer - \$200

In the event of a new licensee during the 2020 year, the City shall follow the license fee requirements set out in 16-4-501, MCA to determine the appropriate fee.