

**Flathead County Weed/Parks/Recreation**

**MINUTES**

**Board of Directors**

**Meeting Date: February 4, 2013**

**Members of the Board in attendance:**

Elise Robocker, Ray Sanders, Pete Woll

**Members of the Board not in attendance:**

Jim Buechle, Clyde Fisher

**Also in attendance:**

Jed Fisher, Superintendent; Gordon Jewett, Assistant Superintendent; and Michele Haarr, Clerk

**Others Present:**

Valerie Beebe – Kila Community Park  
Edd Blackler – Bigfork Advisory Committee  
Jason Christy - Kila School District 20  
CB Ercoline – Kila Community Park  
Mary & Alan Ruby – Gateway to Glacier Trails  
Tamara Tanberg – Lakeside Advisory Committee  
Quentin & LaDona Vitt – Flathead County Taxpayers

**Call to Order**

A regular meeting of the Board of Directors, Flathead County Weed, Parks & Recreation, was held in the conference room at 311 FFA Drive, Kalispell, Montana, on February 4, 2013. The meeting convened at 8:33AM, Chairman Sanders presiding.

**Approval of Minutes**

Minutes of the December 3, 2012 meeting of the Flathead County Weed, Parks & Recreation Board of Directors were distributed to the members of the Board.

**Pete Woll made a motion to approve the December 3, 2012 minutes.**

**Elise Robocker seconded the motion.**

**There being no discussion and all in favor ~ the motion was carried.**

**Public Comment**

Mary and Alan Ruby thanked the Board for their support of Glacier to Gateway Trail. Fundraising continues with the upcoming Cabin Fever, movie night and soup night. Construction of the 6.8 mile trail is scheduled to begin in September. Planning & Zoning will be consulted regarding CTEP timelines.

**Big Sky Park – Quentin & LaDona Vitt**

Quentin & LaDona Vitt own 4 acres adjacent to Big Sky Park and are interested in purchasing the park in order to make their property more saleable by providing better ingress & egress to their property.

A letter from the Vitts was reviewed at the November 5<sup>th</sup> Board meeting and again discussed at the November 15<sup>th</sup> meeting. Excerpts from these meetings, along with the Vitt's October 16, 2012 letter requesting to purchase Big Sky Park are **attached as Exhibits A-1 & 2.**

Superintendent Jed Fisher explained the process to surplus properties, including surveys and appraisals, which costs would need to be budgeted. When the economy took a downturn, sale of surplus properties was put on hold due to their declining value. It is the intention of the Board to review potential surplus properties within the next few months and determine prices to prepare for sale. Properties need to sell for at least 90% of their appraised value to be considered for sale. Mr. Fisher stated that the Board's decisions need to be made for the public good as opposed to individual need.

### **Flood Plain Permit for Church Slough – Hiring an Engineer**

Due to the recent court case regarding Church Slough and the decision of presiding judge Kitty Curtis to have the floodplain permit resubmitted, Superintendent Jed Fisher recommended that this be accomplished by a professional firm rather than in-house. Three bids were presented: APEC Engineering Inc, Marc Liechti \$2965; Larsen Engineering & Surveying, Inc, Jeff Larsen \$3500; and RPA, Robert Peccia & Associates, Ryan Mitchell \$6500 – **see attached Exhibits B 1-3.** Superintendent Jed Fisher requested approval of cash-in-lieu funds to cover the cost of permit preparation.

The County Attorney's office will review the permit prior to submittal to be sure all concerns are addressed. Pete Woll suggested that the permit also be reviewed with the State engineering firm in Missoula for their input.

**Elise Robocker made a motion to approve cash-in-lieu funds be expended for the low bid from APEC Engineering Inc in the amount of \$2965.**

**Pete Woll seconded the motion.**

**There being no discussion and all in favor ~ the motion was carried.**

Mr. Fisher questioned the Board's opinion regarding installation of a vaulted bathroom at Church Slough. On a recent site visit he witnessed 15 parked vehicles and at least half a dozen people using the great outdoors to eliminate. It was agreed that a vaulted bathroom should be included in the permit application and any overage will be covered out of the current budget.

### **Proposed Kila Community Park – Cindy Ercoline**

Cindy Ercoline reported that letters of support have been received for development of Kila Community Park – **see attached Exhibits C 1-4.** The location of the proposed park is adjacent to Kila School, a water fowl development area and Rails to Trails pathway. There is an old railroad spur road that would serve as an access road and a viewing area. It is hoped to have a spotting scope at the park.

A public meeting was held regarding development of this park and the majority of those who attended were supportive. Concerns expressed during that meeting related to parking, logistics for crossing the highway, increased property taxes, and what will happen when the money runs out.

This project has been discussed since 2010 and Superintendent Jed Fisher reminded the Board that \$4500 cash-in-lieu funds was approved for Kila Park for this budget year, and the group has raised close to 5K in matching funds. The only red flag is that it involves development in a wetlands area. It was recommended to work with Flathead County Planning & Zoning to review any permit requirements. The group should begin to gather interpretative information and have it reviewed by the Board. Pete Woll suggested that the group contact Flathead Conservation District for help with funding.

Valerie Beebe owns 28 acres adjacent to the waterfowl production area and has executed a conservation easement with Flathead Land Trust. Ms. Beebe endorsed the project as an amazing location and opportunity. For the past 50 years the site has hosted a unique Herron rookery with nests in the Ponderosa Pines by the Post Office, in addition to Sandhill Cranes and other water fowl.

Jason Christy is the new administrator of Kila School and reported that the teachers there have shown enthusiasm about the park. The school is planning to put together a garden and the 162 students there have an interest in outdoor education.

### **Bigfork Advisory Report**

Lake Hills Park. Edd Blackler reported on a meeting that took place December 4<sup>th</sup> with adjacent landowners and neighbors of Lake Hills Park. The hope is to enhance park amenities by constructing a walking path around the perimeter. Neighbors in the Crestview subdivision are concerned about adequate parking should the pathway be developed. Mr. Blackler's research indicates that the access road coming out of Lake Hills subdivision is split between the two subdivisions. The next step is to expand the input from the Bigfork community at large.

Sliter's Park – Riverbend Concert Association. Superintendent Jed Fisher presented an addendum to the existing Memorandum of Understanding. The addendum documents the concert dates for 2013.

**Pete Woll made a motion to approve the Addendum to the Riverbend Stage MOU for 2013 Concert dates.**

**Elise Robocker seconded the motion.**

**There being no discussion and all in favor ~ the motion was carried.**

### **Foys/Herron Advisory Report**

There was no one present from Foys/Herron Advisory Committee.

### **Foys to Blacktail Trails**

There was no one present from Foys to Blacktail Trails.

### **Lakeside Advisory Report**

Tamara Tanberg was present and reported that there was no new business.

### **Middle Forks Advisory Committee**

There was no one present from the Middle Forks Advisory Committee.

### **Other Business**

- Weed Department –
  - The chemical bid will be prepared within the next month. CIP funding requests for equipment & improvements needs are being completed which will cover the next 20 years. Grant money was not requested from the Noxious Weed Trust Fund as there is money left from last year.
  - There was a recent meeting with Bill Chalgren of Lincoln County wherein it was agreed to disagree regarding the Tansy Ragwort weed efforts.

- Haily will return to full time hours in March and the Weed Department is beginning to increase staffing levels. Longtime employee Bill Weseman is retiring this year.

- Weed Legislation – Pete Woll questioned whether there are concerns to be addressed during the upcoming legislative session. Mr. Fisher replied that there is an ongoing concern with expediting the enforcement process and having it be effective. In addition, there are continuing concerns with bad hay, bad seeds and aquatics.
- Horace Sanders Memorial Park – Superintendent Jed Fisher will revisit this project. When last discussed there was an effort to refine an agreement and MOU with the Montana Department of Transportation.
- Foy's Lake Access – Mr. Fisher reported that there are several individuals who are unhappy that the Foy's Lake access improvements that have not been completed. Due to the recent lawsuit involving Church Slough and the subsequent concerns with the floodplain permit, the Foy's Lake access project has been placed on hold until a final resolution is reached for Church Slough.
- Herron Park Animal Control – Assistant Superintendent Gordon Jewett reported on a recent incident involving a dog off leash that became lost when the snow grooming equipment appeared. Mr. Jewett will increase citation efforts with assistance from Flathead County Animal Control Officers as they are available.
- Belton Stage Park Trail – Elise Robocker questioned the status of the intersecting trail to the Jim Dupont Memorial Trail. This trail is already roughed in and would provide a scenic overlook at Belton Stage Park. Ms. Robocker also questioned whether everything is in order to submit a permit so it can proceed once the permit concerns for Church Slough access are resolved. Superintendent Fisher will visit with Planning & Zoning regarding this process.

## **Adjourn**

**Elise Robocker made a motion to adjourn the meeting at 9:58AM.**

**Pete Woll seconded the motion.**

**There being no discussion and all in favor ~ the motion was carried.**

The time and place of the next regular meeting is Monday, March 4, 2013 at 8:30 AM in the conference room at 311 FFA Drive, Kalispell, Montana.

Oct. 16, 2012

Ray Sanders  
 Flathead Park & Recreation  
 309 FFA Drive  
 Kalispell, mt 59901

RE: Big Sky Park

Dear Mr. Sanders,

I stopped in at the office & talked with Jed Fisher & he suggested we contact you. He is aware of the property we own that borders the <sup>Smc</sup> "Big Sky Park". We are interested in purchasing the park area as it would give us better ingress & egress to our property. It would also put the park back on the tax rolls, as the park seems to serve very few people and could be a liability to the County.

Any consideration you could give us would be greatly appreciated -

Thank you -

Our phone  
 # 752-3600

Quentin & LaDonna Vett  
 212 V. # Lane Kalispell, mt 59901

**Flathead County Weed/Parks Board 11-5-12 - excerpt**

**Potential Surplus Properties**

Superintendent Jed Fisher reviewed a request from Quentin & LaDona Vitt of 260 Vitt Lane, Kalispell – see **Exhibit B**. The Vitts are interested in purchase of County property called Big Sky Park which borders their property and described as a little creek with a swampy bottom. Superintendent Fisher suggested that the Board schedule a tour of this park and also review and tour other County parks that have limited development potential. Appraisals would be needed along with discussion regarding the potential sale of some of these properties.

Mr. Fisher further stated that the County has many beautiful properties, one in particular on Bitterroot Lake between Blue Grouse and Kelsey Cummings sites. It would be worth considering construction of a cabin type rental structure that could be reserved and enjoyed by the public with the added benefit of rental income.

**Flathead County Weed/Parks Board 11-15-12 - excerpt**

**Other Business**

The Board toured Big Sky Park off of Two Mile Drive in Kalispell. This park is the subject of correspondence received last month from Quentin & LaDona Vitt, adjacent landowners who are interested in purchasing the park. Additional potential surplus properties will be reviewed by the Board at a later date.



January 31, 2013

Mr. Jed Fisher  
Parks & Recreation  
Flathead County, Montana  
309 FFA Drive  
Kalispell, Montana 59901

**RE: CHURCH SLOUGH BOAT RAMP  
FLOODPLAIN PERMIT AS BUILT  
FLATHEAD COUNTY, MONTANA**

Dear Jed:

APEC Engineering Inc. (APEC) appreciates the opportunity to submit this proposal to Flathead County for an as-built engineering service as related to the Flathead County Floodplain Permit at the boat ramp in Church Slough adjacent to the Flathead River. Our office can provide you with a team of experienced professionals in order to achieve your engineering objectives.

The following sections of our proposal outline APEC's, schedule, and fees, including estimated labor hours for each phase as requested.

**1.0 PHASE 100-CHURCH SLOUGH BOAT RAMP AS-BUILT**

Based information provided by Flathead County on January 30, 2013 it is our understanding that Flathead County desires to respond to a, court determined, incomplete floodplain permit application. Specifically as in pertains to the application of Flathead County Floodplain and Floodway Management Regulations FFRM 5.03 (J). Flathead County is seeking an as-build plan stamped by a licensed engineer that verifies the conditions of FFRM 5.03 (J) have been met.

**1.1 Schedule**

Within two weeks of notice to proceed, APEC will perform a site visit to observe the boat ramp area. The draft plan set, which includes the draft calculations, will be completed within **four weeks** of the site visit.

**2.0 PROJECT LIMITATIONS**

APEC has little to no control over the regulatory review process, the interpretation of permit writers, staffing, or other changes within these agencies. APEC will work diligently to fulfill the requirements for the submission of the permitting activities outlined within this proposal. Our team will work closely with the appropriate agencies in order to understand their expectations thereby minimizing their comments on the submittal. APEC will establish a budget for each phase based on our experience, however because of the uncertainty with any review process, additional budget and field work may be required to satisfy a given permit writer or reviewer.

If additional information, design, documentation, or expert witness time and preparation is required by the Department of Natural Resource and Conservation (DNRC) or the court system is beyond that provided with in this scope and budget, it will be provided under rate schedule within and upon the County's written authorization. APEC makes no representation or guarantee that either DNRC or the court system will approve the initial work plans. Permit fees, if any, will be the responsibility of Flathead County.

**Initial:**  
APEC: \_\_\_\_\_

APEC's analysis will be based on the record information provided by Flathead County, as well as data gathered during an on-site visit. It is presumed adequate information will be available to complete the analyses as described. Analysis of other system parameters such as water quality, soil conditions, assessment of operation procedures, etc. is not included in this scope. Should additional engineer design or environmental determinations be needed, this scope and fee can be amended to include those additional services.

### 3.0 FEES

APEC's proposes to complete the described activities on a time and expense budget as presented on the attached Fee Estimate Summary worksheet.

### 4.0 CLOSING

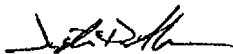
This proposal has been prepared for the exclusive use of Flathead County for the project described herein. APEC's services will be performed in a conscientious and technically competent manner consistent with other qualified professionals engaged in similar work. All services will be performed in accordance with the agreed Terms and Conditions on the following pages.

Should this proposal meet with your approval, please provide formal authorization to proceed by initialing each sheet and returning it to our office. APEC is pleased to have the opportunity to submit this proposal to Dominion. Should you have any questions or need any additional information, please do not hesitate to contact either of us at (406) 755-1333.

We conclude our introduction by expressing our sincere interest in this project. Should you have any questions or require additional information, please contact us. Thank you.

Sincerely,

**APEC ENGINEERING INC.**



Justin Ahmann, P.E.  
Director of Engineering



Marc Liechti  
President

jda

Attachments: Fee Estimate Worksheet  
2013 Professional Services & Equipment Rates  
Terms and Conditions  
Fee Schedule

**Initial:**

APEC: \_\_\_\_\_



**2013 Professional Service & Equipment Rates**

• Principal	\$125		
• Professional Engineer II	\$105		
• Professional Engineer I	\$95		
		<b><u>In-house Expenses:</u></b>	
• Staff Engineer II	\$85	• Mileage	\$0.65/mile
• Staff Engineer I	\$75	• Large format plans (review or final set)	\$2.50/sheet
• Senior Staff Designer	\$100	• Color copies	11 x 17 \$1.70 8.5 x 11 \$0.85
• Staff Designer II	\$85	• Black & White	11 x 17 \$0.20 8.5 x 11 \$0.10
• Staff Designer I	\$70	• Hand-held GPS receiver	\$30/day
• Staff Technician II	\$75	• ATV and trailer	\$250/day
• Staff Technician I	\$65	• Nuclear Density Meter	\$40/day
• 2-Man Survey Crew	\$160		
• 3-man Survey Crew	\$230		
• Administration	\$60		
• Expert Witness	\$165		

**Fixed Fees:** Upon your request, APEC, Inc. may offer a fixed fee pricing contract for certain scope of work items (at our discretion). Please contact us to arrange for a fixed fee contract.

**Other fees:** APEC, Inc. will invoice for any fees advanced for services that include, but are not limited to the following: outside copy charges, drilling contractor, test pit excavation contractor, sub-consultant, lodging, meals, and equipment rental. Project costs advanced by APEC, Inc. will be invoiced at their actual cost.

**NOTES:**

1. Rates are revised yearly. Fees will be based on rates in place at time of invoicing.
2. Projects will be invoiced monthly with final billing upon completion.
3. Invoices past 30 days will be assessed a finance charge of 1.25% per month.

**A sample of our available technology:**

**Software:** V. 2008 AutoCAD Software Programs, V. 2008 Civil 3D, Land Desktop, WHI Visual Groundwater Modeling, HECRAS Floodplain Modeling, Slope Stability, MCTrans MCH2000 Traffic Modeling, Enercalc Structural Engineering Library, Visual Analysis, Project Gantt Charts, Graphics, and more.

**Equipment:** Eesiflo EASZ-10FP Ultrasound Flowmeter, thickness transducer, VelioCalc Plus Air Velocity Meter, Magnahelic Air Pressure Gage, Seaman C200 Nuclear Density Meter, ASTM C143 Slump Cone, ASTM C231 Air Entrainment, Magnetic Particle/Ultrasonic Non-Destructive Tester, Concrete Cylinder Testing, Survey Equipment, Soils Testing Equipment, Structural Displacement Dial Indicator, Solinst Groundwater Datalogger.

**Initial:**

APEC: \_\_\_\_\_  
Client: \_\_\_\_\_

## Terms and Conditions

The following terms and conditions apply to all agreements and services provided at APEC, Inc., unless specifically stated otherwise in a signed contract between APEC, Inc. (Herein referred to as "CONSULTANT") and the project owner (Herein referred to as "OWNER").

### **Changes in the Scope of Work:**

CONSULTANT will invoice the OWNER according to the CONSULTANT'S Professional Service Rates for any work that is required above and beyond the scope of work agreed to in a written or verbal contract. These scope changes may result from the OWNER asking the CONSULTANT to make changes or revisions to a design after it has been submitted as a final product. In addition, when design criteria changes at the OWNER'S request or the request of an OWNER'S representative, or additional information required by the regulatory agencies involved due either to changes in policy or project understanding, the services provided to accommodate these changes will be invoiced "in addition to" any agreed upon fixed fees for a project.

OWNER acknowledges that if additional construction / construction cost becomes necessary as a result of project omissions or changes, the increase in cost shall be the sole responsibility of the OWNER. CONSULTANT will be responsible for the design of said changes in accordance with the stated fees within this agreement. The OWNER and CONSULTANT acknowledge that unforeseen changes may cause final construction and engineering costs of the project to exceed the initial project cost estimates. The OWNER agrees to set aside sufficient funds as a contingency reserve to be used, as required, to cover any such increased project costs.

### **Construction Cost Estimates:**

CONSULTANT may prepare cost estimates for the OWNER on a basis of experience and judgment, but since CONSULTANT has no control over market conditions or bidding procedures, CONSULTANT cannot warrant that bids, services furnished by others or ultimate construction costs will not vary from these cost estimates.

### **Instruments of Service:**

The CONSULTANT'S Instruments of Service, which include drawings, specifications and other documents prepared by the CONSULTANT, are for use solely with respect to this project, and unless otherwise provided, the CONSULTANT shall be deemed the author and owner of these documents and shall retain all common law, statutory and other reserved rights, including copyrights. Such documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the project or any other project. Any reuse without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at the OWNER'S sole risk and without liability or legal exposure to the CONSULTANT or the CONSULTANT'S independent professional associates or SUBCONSULTANTS. OWNER shall indemnify and hold harmless the CONSULTANT and the CONSULTANT'S independent professional associates or SUBCONSULTANTS from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

Prior to the CONSULTANT providing to the OWNER or SUBCONSULTANT any Instruments of Service in electronic form or the OWNER/SUBCONSULTANT providing to the CONSULTANT any electronic data for incorporation into the Instruments of Service, the CONSULTANT and OWNER/SUBCONSULTANT shall by separate written agreement set forth specific conditions governing the format of such Instruments of Service or electronic data, including any special limitations or licenses not otherwise provided in this agreement. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

### **OWNER Supplied Design Drawings:**

All fixed fees for design work and consultation that facilitate an existing design drawing will be based on the CONSULTANT working with drawings that are presented in a digitally prepared format. In the event that the OWNER presents a CONSULTANT with hand sketches or any form of drawing that is not compatible with engineering CAD equipment, the OWNER will be invoiced for the time required to prepare the designs digitally according to the CONSULTANT'S Professional Service Rates.

### **Subconsultants, Fees, Advanced Expenses:**

Unless specifically stated otherwise, the OWNER will be responsible for any subconsultant fees, subcontractor fees, review fees, permit fees, and any other fees advanced by the CONSULTANT at the actual cost. This responsibility will include all fees advanced by the CONSULTANT that were not specifically included in a quoted fixed-fee agreement.

### **Payment in Default:**

Payment default for more than thirty(30)days from the date of an invoice will be considered a breach of agreement and may result in the termination of our services. In the event that a lawsuit or collections action is instituted to retrieve any past due fees, the venue will be Flathead County, Montana, the laws of Montana will be the basis of legal interpretation, and the OWNER concurs that the OWNER will be responsible for the attorneys fees and any other fees advanced to secure payment. If the OWNER requests deferred payments, the past due balance will incur monthly interest charges at the rate of 15% per annum or 1.25% per month.

### **Marketing:**

CONSULTANT may wish to utilize the OWNER'S project for marketing purposes. This may include taking photographs for brochures, proposals or other promotional uses and/or placing sign(s) on your project site during construction. Signing this proposal constitutes permission to utilize the OWNER'S project for marketing purposes as stated.

### **Termination of Services:**

In the event that the OWNER or the CONSULTANT wishes to terminate services, notice must be sent in writing. The CONSULTANT will immediately stop work upon receipt of a termination of services notice from the OWNER. Upon service termination, the OWNER will be responsible for all fees incurred by the CONSULTANT prior to the receipt of such notice, along with all unbilled time spent providing Professional Services (fees may be expressed in actual hours, or a percentage of a fixed fee agreement). Fees incurred by the CONSULTANT, prior to the receipt of a termination notice, will be billable up to 60 days following receipt of the notice to allow for billing times of sub-consultants and other vendors.

### **Liability:**

The OWNER agrees to limit CONSULTANT'S liability to the OWNER and all construction contractors and subcontractors on the project, due to CONSULTANT'S professional negligent acts, errors or omissions for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any related to the project or this agreement such that the total aggregate liability of the CONSULTANT to all those named shall not exceed CONSULTANT'S total fee for services rendered on this project.

### **Warranty:**

**Initial:**

APEC: \_\_\_\_\_

CONSULTANT shall be responsible, to the level of competency presently maintained by other practicing professional architects, engineers and/or surveyors providing the same type of services in OWNERS's community, for the professional and technical soundness, accuracy and adequacy of all designs, drawings, specifications, and other services and materials furnished under this agreement. CONSULTANT makes no other warranty, express or implied.

**Dispute Resolution:**

Prior to filing a lawsuit, both the OWNER and the CONSULTANT agree to meet at the CONSULTANT'S office up to three separate times in order to reach an agreement or remedy for any wrong that was done by either party during the course of doing business. This meeting process will be mandatory unless a signed intent to proceed directly into litigation is signed by both the CONSULTANT and the OWNER. This dispute resolution process will not be applicable in collections actions by the CONSULTANT (i.e.: payment in default by the OWNER).

If litigation is agreed to, or necessary because of an unresolved dispute, the OWNER and the CONSULTANT agree that the venue will be Flathead County, Montana, and the laws of Montana will be the basis of legal interpretation. If the OWNER files a lawsuit, and the CONSULTANT is found innocent, not guilty, or otherwise blameless in the lawsuit, the OWNER concurs that the OWNER will be responsible for the attorneys' fees and any other fees advanced by the CONSULTANT as a defense against the lawsuit.

**Initial:**

APEC: \_\_\_\_\_

TABLE 1  
 FEE ESTIMATE SUMMARY  
 Flathead County Montana

PROPOSAL NAME : Dennis Carver Church Slough Boat Ramp  
 PROPOSAL NUMBER : 0  
 DATE PREPARED : 1/31/2013  
 PREPARED BY : JDA

PHASES	LABOR	EXPENSES	SUBS & ODCs	TOTALS
Phase 100 - Church Slough Boat Ramp As-built	\$2,610	\$355	\$0	\$2,965
TOTALS :	\$2,610	\$355	\$0	\$2,965

Table 1 (continued)

Flathead County Montana  
Phase 100 - Church Slough Boat Ramp As-built

SUB TASK ID	SUBTASK DESCRIPTION	LABOR CATEGORY & RATES														TOTAL LABOR					
		SR. CONSULTANT LV6		SR. ENGISCI LV5		SR. PROJ. ENG LV4		PROJ. ENGISCI LV3		STAFF ENGISCI LV2		ENGISCI LV1		DRAFTING LD3		DRAFTING LD2		SR. TECH. LT3			
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		
1.1	Site Visit and Survey	0	\$0	0	\$0	0	\$0	6	\$450	0	\$0	0	\$0	7	\$525	0	\$0	0	\$0	13	\$975
1.2	Plan and detail sheets	2	\$210	0	\$0	0	\$0	4	\$300	0	\$0	0	\$0	7	\$525	0	\$0	0	\$0	13	\$1,035
1.3	Calculations	0	\$0	0	\$0	0	\$0	4	\$300	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	4	\$300
1.4	Meetings and Client Correspondence	0	\$0	0	\$0	0	\$0	4	\$300	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	4	\$300
TOTALS:		2	\$210	0	\$0	0	\$0	18	\$1,350	0	\$0	0	\$0	14	\$1,050	0	\$0	0	\$0	34	\$2,610

SUB TASK ID	SUBTASK DESCRIPTION	EXPENSE CATEGORY & RATES														TOTAL EXPENSES										
		Vehicle Rental		Mileage		Per Diem		Field Supplies		Office Supplies		CADD Computer		CADD Color Plots		Color Copying		B/W Copying		Fed Ex		Vehicle Fuel		Off Svc		
		Qty.	\$65 per Day	Qty.	\$0.65 per Mile	Qty.	\$0 per Day	Est.	Est.	Qty.	\$10 per Hr	Qty.	\$0 per Sht	Qty.	\$1.00 per Pg	Qty.	\$1.70 per Pg	Est.	Est.	Est.	Est.	Est.	Est.	Est.	Est.	
1.1	Site Visit and Survey	0	\$0	50	\$33	0	\$0	\$0	\$0	7	\$70	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$68	\$171
1.2	Plan and detail sheets	0	\$0	0	\$0	0	\$0	\$0	\$0	7	\$70	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$72	\$142
1.3	Calculations	0	\$0	0	\$0	0	\$0	\$0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$21	\$21
1.4	Meetings and Client Correspondence	0	\$0	0	\$0	0	\$0	\$0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$21	\$21
TOTALS:		0	\$0	50	\$33	0	\$0	\$0	\$0	14	\$140	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$183	\$355

ITEM	SUBCONTRACTORS & OTHER DIRECT COSTS		TOTAL SUBS & ODCs	
	DESCRIPTION/REMARKS	Cost	Admin Charge	Cost
		\$0	\$0	\$0
TOTALS:		\$0	\$0	\$0

PHASE TOTAL FOR LABOR, EXPENSES, SUBS & ODCs				\$2,965
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#3500

**Michele Haarr**

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02-04-13 FCWP&R Board Meeting  
Exhibit B-2

**From:** Jed Fisher  
**Sent:** Thursday, January 31, 2013 2:16 PM  
**To:** Michele Haarr  
**Subject:** FW: Church Slough Floodplain Permit.

Jed S. Fisher  
Superintendent  
Flathead County Weed/Parks/Recreation/Building Maintenance  
309 FFA Drive  
Kalispell, MT 59901  
406.758.5800 Fax 406.758.5888  
[jedfisher@flathead.mt.gov](mailto:jedfisher@flathead.mt.gov)

**From:** JEFF LARSEN [<mailto:jlarsen@montanasky.net>]  
**Sent:** Thursday, January 31, 2013 1:49 PM  
**To:** Jed.Fisher  
**Subject:** Church Slough Floodplain Permit.

Hello Jed:

You asked for a quote to prepare the floodplain permit for the Church Slough permit. Following is a brief disussion of the work we would perform with an estimate for our services.

- 1). Survey GPS NAVD '88 datum for elevations.
- 2). Field and office work to prepare a detailed topo map and site survey.
- 3). Prepare Application and Report for Floodplain permit.
- 4). Followup with any questions after applicartion has been submitted.

Total estimate cost for our work = \$3,500.00

Any permit fees would not be part of our work and would be your responsibility.

If you have any questions, please call me at 752-7808

Jeff H. Larsen, PE, PLS  
Larsen Engineering and Surveying, Inc.  
1370 Airport Road  
Kalispell, MT 59901

# 6500



January 31, 2013

Jed Fisher  
Parks & Recreation Director  
Flathead County  
309 FFA Drive  
Kalispell, MT 59901

RE: Fee Proposal for Church Slough Boat Ramp Floodplain Permitting

Jed:

Our proposed scope of work includes services to complete a floodplain development permit for the existing Flathead County owned boat ramp at Church Slough. Our proposed services include:

**Site Topographic Survey:** The boat ramp and all adjacent areas impacted by the recent boat ramp construction will be surveyed. The topographic survey is estimated to cover a 50' x 100' area. The topographic survey will be based on the NAVD 88 vertical datum for elevations.

**Site Base Map:** The topographic survey data will be compiled to create a detailed site base map with contour data. Additional information, such as FEMA FRIM panel maps and aerial photographs, will be overlaid on the site base map. The site base map will be used in the preparation of the floodplain development permit.

**Floodplain Permit:** Using the site base map, a floodplain development permit will be prepared. The permit will include detailed exhibits, elevation data, applicable FEMA FIRM panel data and all other data required for a complete permit. We have included costs to have two (2) subconsultants (Calypso Ecological Consulting and Bruce Boody Landscape Architect) assist with the reclamation portions of the permit application. Once completed, the floodplain development permit will be submitted to the Flathead County Planning and Zoning Department for review and approval.

Based on recent conversations with you, it is our understanding that the following permits have already been obtained or do not need to be obtained for this site as no fees have been included in this scope:

- 124 Permit (Montana Fish Wildlife and Parks)
- 318 Permit (Montana Department of Environmental Quality)
- 404 Permit (Army Corps of Engineers)
- Section 10 Permit (Army Corps of Engineers)
- Flathead County Lake and Lakeshore Permit (Flathead County – Planning & Zoning)

HELENA, MT  
P.O. Box 5653  
325 Custer Avenue  
Helena, MT 59604  
Tele 406 447 5000  
Fax 406 447 5036

KALISPELL, MT  
P.O. Box 5100  
132 Cooperative Way, Suite 300  
Kalispell, MT 59903  
Tele 406 752 5025  
Fax 406 752 5024

FORT COLLINS, CO  
400 Remington Street  
Suite 9  
Fort Collins, CO 80524  
Tele 970 484 3206  
Fax 970 484 3209

**ROBERT PECCIA & ASSOCIATES  
CIVIL ENGINEERING SERVICES CONTRACT  
SCHEDULE OF ESTIMATED COSTS**

**CHURCH SLOUGH BOAT RAMP PERMITTING  
FLATHEAD COUNTY, MONTANA**



**FLATHEAD COUNTY**

RPA PROJECT No. 131XX.XX  
DATE: JANUARY 31, 2013

WORK ITEM/SUBTASK	PERSON DAYS				TOTAL PERSON DAYS
	OFFICE MANAGER	PROJECT MANAGER	SURVEYOR	CADD TECH.	
	\$50.58	\$37.12	\$33.27	\$22.21	
SITE TOPOGRAPHIC SURVEY (1 TRIP)			1.00		1.00
BASE MAP DEVELOPMENT			0.75		0.75
DEVELOPMENT OF FLOODPLAIN PERMIT	0.25	1.00		1.50	2.75
MISC. PROJECT MANAGEMENT	0.25	0.50			0.75
<b>TOTAL PERSON-DAYS:</b>	<b>0.50</b>	<b>1.50</b>	<b>1.75</b>	<b>1.50</b>	<b>5.25</b>
<b>TOTAL PERSON-HOURS:</b>	<b>4.0</b>	<b>12.0</b>	<b>14.0</b>	<b>12.0</b>	<b>42.0</b>
<b>LABOR COST PER EMPLOYEE:</b>	<b>\$202.32</b>	<b>\$445.44</b>	<b>\$465.78</b>	<b>\$266.52</b>	<b>\$1,380.06</b>

**DIRECT EXPENSES**

SUBCONTRACTED SERVICES (CALYPSO ECOLOGICAL CONSULTING, LLP)	\$450.00
SUBCONTRACTED SERVICES (BRUCE BOODY LANDSCAPE ARCHITECT, INC.)	\$930.00
EQUIPMENT (SURVEY GPS \$300/DAY)	\$300.00
EQUIPMENT (COMPUTERS)	\$127.50
EQUIPMENT (SURVEY ROBOTIC \$200/DAY)	
PER DIEM - DAY	
PER DIEM - OVERNIGHT	
MILEAGE - 1 TRIP	\$18.75
TELEPHONE AND FAX	\$10.00
PRINTING	\$20.00
MISC. SUPPLIES	\$10.00
<b>TOTAL:</b>	<b>\$1,866.25</b>

**THIS TASK ORDER DOES NOT INCLUDE:**

- 124 PERMITTING
- 318 PERMITTING
- 310 PERMITTING
- 404 PERMITTING
- SECTION 10 PERMITTING
- HYDRAULIC MODELING
- FEMA LOMC
- FLOODPLAIN PERMIT APPLICATION FEES

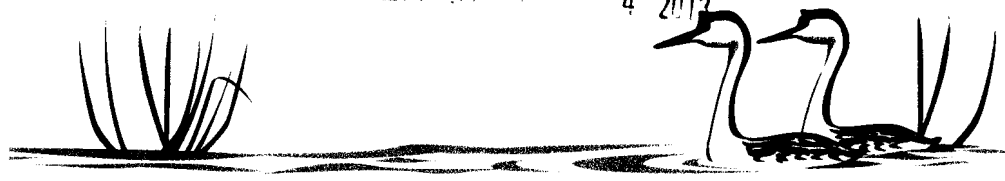
**SUMMARY OF ENGINEERING SERVICES**

DIRECT LABOR	\$1,380.06
OVERHEAD (CURRENT OH RATE X DIRECT LABOR)	\$2,364.04
<b>SUBTOTAL LABOR COST:</b>	<b>\$3,744.10</b>
DIRECT EXPENSES	\$1,866.25
<b>SUBTOTAL PROJECT COSTS:</b>	<b>\$5,610.35</b>
FIXED FEE	\$841.55
<b>TOTAL ENGINEERING FEE (ROUNDED):</b>	<b>\$6,500.00</b>



02-04-13 TCWP&K Board Meeting  
Exhibit C-1

RECEIVED FEB 4 2013



*"Every forest branch moves differently  
in the breeze. but as they sway,  
they are connected at the roots"*  
Rumi

Birdsong Tree Farm  
665 Tranquil Valley Trl  
P.O. Box 688  
Kila, MT 59920

February 1, 2013

Flathead County Parks & Recreation Board  
309 FFA Drive  
Kalispell, MT 59901

Re: Kila Community Park

Dear Board Members,

I am excited about the prospect of a public park here in Kila & the location is ideal!

Adjacent to the Smith Lake Waterfowl Production Area (WPA), across from the Kila School & parallel with the Rails to Trails Bike Path, this park would provide a wonderful opportunity to enhance the public's appreciation & enjoyment of this beautiful area.

I would like to see an open natural setting with perhaps a boardwalk to protect the grassland, along with picnic tables. Interpretive displays with photographs could educate children & adults about the importance of conserving our natural resources, the wealth of wildlife in the area & in particular the migrating waterfowl that use Smith Lake every year. Now that there are close to 100 bird boxes all along the parameter of the WPA, just imagine the bird sightings! A spotting scope would be terrific.

I believe this park could be a wonderful asset to the county & an amazing destination for folks using the Rails to Trails bike path from Kalispell!

I look forward to hearing more about it.

Sincerely,

*Valerie A Beebe*

Valerie A. Beebe  
landowner  
Birdsong Tree Farm

RECEIVED JAN 31 2013

02-04-13 FCWP&R Board Meeting  
Exhibit C-2



**FLATHEAD  
LAND TRUST**  
Conserving Our Legacy of Land and Water

P.O. Box 1913 | Kalispell, MT 59903  
P: 406.752.8293 | F: 406.257.3523  
[www.flatheadlandtrust.org](http://www.flatheadlandtrust.org)

January 30, 2013

Flathead County Parks and Recreation Board  
309 FFA Drive  
Kalispell, MT 59901

Re: Kila Community Park

To Whom It May Concern,

We are writing in support of the plans for a community park on county land near Smith Lake in Kila. As a local private land conservation organization and governed by Flathead residents, we often hear from community members who seek support for protecting a local treasured property. While not an active participant in this effort to create a new county park in Kila, we do recognize the potential value of open space, recreation and educational opportunities with this undeveloped small tract.

Flathead Land Trust has three conservation easement projects in the Smith Lake/Kila area and currently owns wetland property to soon be transferred into public ownership. These projects highlight the importance of agricultural lands, scenic views, as well as the critical wildlife habitat that contribute to the Smith Lake/Kila residents and visitors' quality of life. A community park in this area would also enhance the public's appreciation and enjoyment of the area's many natural attributes.

As our county continues to grow and develop, local parks and open space for people to enjoy become ever more important. We applaud the Kila residents and the Parks Board foresight in recognizing an opportunity to provide a park to be enjoyed now and in the future.

Sincerely,

A handwritten signature in black ink that reads "Marilyn Wood". The signature is written in a cursive, flowing style.

Marilyn Wood  
Executive Director

RECEIVED FEB 4 2013

Daniel Casey  
P.O. Box 355  
Somers, MT 59932

31 January 2013

Flathead County Parks and Recreation Board  
309 FFA Drive  
Kalispell, MT 59901

Attn: Jed Fisher

Re: Kila Community Park

Dear Mr. Fisher and Board members:

I am writing you to express my support for the proposed public park bordering the Rails to Trails system and the Smith Lake Waterfowl Production Area in Kila. I am writing to you as a private Flathead County citizen who has worked as a biologist for nearly 30 years here, currently for American Bird Conservancy. I conduct annual Breeding Bird Surveys for the US Fish and Wildlife Service along a route on the opposite side of Smith Lake, and have led many field trips for schoolchildren and the general public in the area to enjoy its rich bird life.

Amenities such as community parks greatly enhance the allure of our towns, and help feed a growing interest in ecotourism. As an avid biker and birder, I recently wrote an article regarding birding and biking on the Rails to Trails system from Somers to Kila. Smith Lake was also one of the sites we highlighted in the recent brochure entitled "Birding Guide to Flathead Valley" produced jointly by the Kalispell and Whitefish Convention and Visitors Bureaus, the Glacier Country Regional Tourism office, and Flathead Audubon.

A small public park in the proposed location will be a value-added commodity to the community of Kila, and to the broader community of Flathead County. Its proximity to the Kila school will provide wonderful educational opportunities. The site also offers recreational opportunity to both the casual nature enthusiast and the more dedicated birder, in addition to being a great place for families to enjoy a simple picnic in a natural setting close to home. I urge you to support the creation of this park, which will be a wonderful addition to the community of Kila and to the quality of life in our valley.

Sincerely,



Daniel Casey  
[dcasey@abcbirds.org](mailto:dcasey@abcbirds.org)

RECEIVED FEB 1 2013



January 30, 2013

Flathead County Weed/Parks and Recreation Board  
309 FFA Drive  
Kalispell, MT 59901

Re: Kila Community Park

To Whom It May Concern,

Rails to Trails of Northwest Montana is pleased to support the plans for a community park on Flathead County land near Smith Lake in Kila. We recognize the value of access to open space, as well as the recreational and educational opportunities that come with this proposal. The synergy created by the Great Northern Historical Trail and this destination cannot be understated: both facilities will grow stronger as a result of the other.

The proposed park can serve as a way point on a trail that stretches far beyond Kila and the trail can serve as a conduit to bring guests to the park. The Park will serve as an invaluable bird watching location and give residents of the Flathead Valley one more reason to get out on the trail and enjoy the beautiful Valley we live in.

We ask the Board to support the community as they work to improve their neighborhood for the benefit of all of us!

Sincerely,

Mark Crowley  
Director

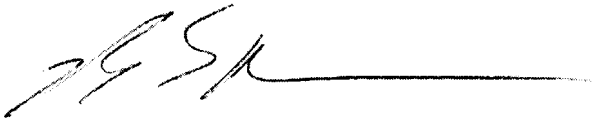
Rails To Trails of Northwest Montana  
P. O. Box 1103  
Kalispell, MT 59903-1103

Other items of work not included in this scope and fee are as follows:

- FEMA LOMC efforts
- Hydraulic modeling efforts
- Fees associated with the submittal of the Floodplain Development Permit Application

Our total proposed fee for the scope of services described above is \$6,500.00. Enclosed is a Schedule of Estimated Costs detailing our proposed fee. We appreciate the opportunity to offer you our professional services. Please do not hesitate to contact me with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'RM', followed by a long horizontal line extending to the right.

Ryan Mitchell, PE, PLS  
Kalispell Office Manager

Enclosures