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

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

REGULAR CITY COUNCIL MEETING
AGENDA
TUESDAY, FEBRUARY 21, 2023
COUNCIL CHAMBERS CITY HALL

FINANCE COMMITTEE – 6:30 P.M

(Barnhart, Hamilton, Lovering)

CONTACT CITY CLERK BARB STAALAND TO OBTAIN ZOOM MEETING REGISTRATION BEFORE 6 PM ON THE DAY OF THE MEETING BY CALLING (406) 892-4391 OR EMAILING: 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 - February 21, 2023 - $136,487.71
2. Approval of Payroll Claims - February 17, 2023 - $154,374.69
3. Approval of Regular City Council Meeting Minutes - February 6, 2023
4. City Manager Excess Vacation Carryover and Compensation Approval
5. Approve City Manager's Execution of MOU - AFG Regional Grant (Radio Replacement)
6. Approve Amended Public Access and Utility Easement - Cottage Apartments, LLC and authorize City Manager to execute
7. Approve Amended Sidewalk Easement - Cottage Apartments, LLC and authorize City Manager to execute

VISITORS/PUBLIC COMMENT (Items not on agenda)

NOTICE OF PUBLIC HEARINGS/PUBLIC HEARINGS:

8. **Public Hearing: 10' Right of Way Abandonment - Block 59**

NOTICE IS HEREBY GIVEN to all persons that a petition has been filed with the City Council of the City of Columbia Falls, Montana, requesting the abandonment, discontinuance and vacating of certain public way in the City of Columbia Falls, Montana, more particularly described as follows:

A 10’ strip of 1st Ave West adjacent to Lot 10A and 6A, Block 59. Abandonment of the 10’ strip of street right-of-way will allow the adjacent property owners to improve public safety. The abandonment will be subject to the rights of the City or any other public utility to access, operate and maintain any public utilities currently located within the right of way.

The City Council of Columbia Falls is scheduled to act on said petition at the regular meeting of the City Council at *7:00 p.m.*, on February 21, 2023 in the Council Chambers, 130 6th Street West, Columbia Falls, Montana, at which time and place all persons desiring to be heard on said matter may appear and offer comments on the proposed abandonment. Written comments may be addressed to the City Clerk, 130 6th Street West, Room A, Columbia Falls, Montana 59912 prior to the hearing.

NEW BUSINESS:

Mid-Year Financial Review: City Manager Nicosia and Finance Director Shawn Bates will provide a detailed current year financial activity year to date and begin the 23-24 Fiscal year discussion

REPORTS / BUSINESS FROM MAYOR & COUNCIL

CITY MANAGER REPORT

CITY ATTORNEY REPORT

MISCELLANEOUS

9. Police Department - January 2023 Activity
10. Correspondence

ADJOURN

Next Scheduled Meetings:
City Council – Regular Meeting, **March 6, 2023** – 7:00 PM
Planning Board – March 14, 2023
Council Workshop – **Monday February 27th**– 6:30 PM - Review Growth Policy and River Road Neighborhood History

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund Org Acct		Object	Proj	Cash Account
44126		3071 ACTIVE 911, INC.	450.00							
		470125 02/04/23 FD-Active911 annual fee	450.00*			1000	420400	390		101000
		Total for Vendor:	450.00							
44129		1606 ANYTIME LOCK & SAFE	576.00							
SOFTWARE LICENSE RENEWAL										
		82752 02/06/23 FAC-DOOR LOCK SOFTWARE RENEWAL	576.00			1000	411200	366		101000
		Total for Vendor:	576.00							
44174		3174 BNSF RAILWAY COMPANY	3,408.53							
		90247732 02/06/23 BNSF ENGIN- QUIET ZONE INV #	3,408.53			1000	410100	399		101000
		Total for Vendor:	3,408.53							
44155		1700 BRECK LAW OFFICE, PC	7,572.19							
March										
		020223 02/02/23 LGL-FEES FOR MARCH 2023	1,830.17			1000	411100	350		101000
		020223 02/02/23 CITY COURT-FEES FOR MARCH 2023	3,730.44			1000	410365	350		101000
		020223 02/02/23 WTR-FEES FOR MARCH 2023	601.38			5210	430500	350		101000
		020223 02/02/23 SWR-FEES FOR MARCH 2023	601.38			5310	430600	350		101000
		020223 02/02/23 PLG/ZONING-FEES FOR MARCH 2023	300.69			1000	411000	350		101000
		020223 02/02/23 PD-FEES FOR MARCH 2023	121.55*			1000	420100	399		101000
		020223 02/02/23 WTR-FEES FOR MARCH 2023	27.01			5210	430500	357		101000
		020223 02/02/23 SWR-FEES FOR MARCH 2023	39.94			5310	430600	357		101000
		020223 02/02/23 STRS-FEES FOR MARCH 2023	54.02			2500	430200	399		101000
		020223 02/02/23 LGL-ADD'L FEES FOR MARCH 2023	162.04			1000	411100	350		101000
		7-15 02/02/23 LGL-M. CAHILL VS BOARD OF ADJU	103.57			1000	411100	351		101000
		Total for Vendor:	7,572.19							
44150	E	2852 CHARTER COMMUNICATIONS	267.94							
		013123 01/31/23 PD-INTERNET 1/31/23-2/28/23	129.98			1000	420100	345		101000
		020623 02/06/23 SWR-INTERNET 2/6/23-3/5/23	137.96			5310	430600	345		101000
		Total for Vendor:	267.94							

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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund	Org Acct	Object	Proj	Cash Account
44122		1145 CITY OF WHITEFISH BUILDING	2,000.00							
		JANUARY BUILDING PERMITS								
		020123 02/01/23 MINIMUM PERMITS - FOR JANUARY	2,000.00			2394	420500	398		101000
		Total for Vendor:	2,000.00							
44167		1679 COMMERCIAL MACHINE SERVICES INC.	84.71							
		STUFFING BOX HOUSING								
		51829 01/31/23 SWR-STUFFING BOX HOUSING	84.71			5310	430600	240		101000
		Total for Vendor:	84.71							
44168		2943 CORE & MAIN LP	999.04							
		S258190 01/24/23 WTR-PACK JOINTS	769.92			5210	430500	230		101000
		S258189 01/24/23 WTR-parts Claire Park Well	229.12			5210	430500	230		101000
		Total for Vendor:	999.04							
44158		3026 DAILY INTER LAKE	553.61							
		4796-01252 01/25/23 FIN-HILTOP SWR MAIN REPLAC	270.80			5310	430600	930		101000
		5013-01292 01/29/23 PLG-LOCATION VENTURES	282.81			1000	411000	331		101000
		Total for Vendor:	553.61							
44159		1797 DEPARTMENT OF ADMINISTRATION	54.63							
		SITSD51893 02/14/23 PD-ITSD/EMAIL 1/1/23-1/31/	54.63			1000	420100	355		101000
		Total for Vendor:	54.63							
44154		532 DON "K" CHEVROLET	164.38							
		2507369 01/30/23 STRS-FUEL FILTER	164.38			2500	430200	232		101000
		Total for Vendor:	164.38							
44139	E	1879 EVERGREEN WASTE CONNECTIONS	653.34							
		020123 02/01/23 FAC-1/1/23-1/31/23	85.46			1000	411200	340		101000
		020123 02/01/23 STRS-1/1/23-1/31/23	205.24			2500	430200	340		101000
		020123 02/01/23 WTR-1/1/23-1/31/23	129.24			5210	430500	340		101000
		020123 02/01/23 SWR-1/1/23-1/31/23	71.15			5310	430600	340		101000
		020123 02/01/23 PRKS-1/1/23-1/31/23	100.75			1000	460400	340		101000
		020123 02/01/23 PD-PARK IN FRONT OF DUMP 1/27	61.50*			1000	420100	399		101000
		Total for Vendor:	653.34							

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44152		2589 FASTSIGNS WHITEFISH	37.72								
		1008 02/09/23 REFUND SIGN PERMIT #1008	36.62			2394		323013			101000
		1008 02/09/23 REFUND CARD PROCESS FEE	1.10			1000		366000			101000
		Total for Vendor:	37.72								
44117		438 FERGUSON WATERWORKS	6,945.77								
		1218059 01/24/23 WTR-PARTS FOR CLARE WELL	74.89			5210		430500	230		101000
		0846283 02/09/23 WTR-129 7TH ST E #A WTR PARTS	2,979.88			5210		430500	230		101000
		0839030-2 01/30/23 WTR-METERS & RADIOS STOCK	3,891.00			5210		430500	230		101000
		Total for Vendor:	6,945.77								
44130	E	2961 FIRST BANKCARD-ELECTRONIC PYMT	4,245.01								
		739870 12/29/22 GFOA ACCT ACADEMY - S BATES	1,197.00			1000		410500	380		101000
		94690/34 01/03/23 PD-SHOTGUN AMMO 12GA	175.23			1000		420100	220		101000
		1616 12/15/23 PD-W STUFFLEBEEM TRAINING	615.82			1000		420100	380		101000
		5898637 12/30/22 FIN-PACKING TAPE	4.50			1000		410500	210		101000
		5898637 12/30/22 WTR-PACKING TAPE	4.50			5210		430500	210		101000
		5898637 12/30/22 SWR-PARKING TAPE	4.49			5310		430600	210		101000
		5898637 12/30/22 FAC-FIRE EXTINGUISHER SIGNS	17.54			1000		411200	220		101000
		5898637 12/30/22 CNCL-COUNT DOWN TIMER	39.98			1000		410100	212		101000
		018294 01/06/23 FD-STATION CLEANING SUPPLIES	60.95			1000		420400	220		101000
		012723 01/06/23 FD-FIRE DEPT PINS	233.66			1000		420400	220		101000
		5239458 01/11/23 PD-SELF INK STAMP	24.95			1000		420100	210		101000
		2348975942 01/04/23 PD-ADOBE ACROBAT SUBSCRIPT	119.88			1000		420100	355		101000
		7250668 01/11/23 PD-FLASH DRIVES	29.98			1000		420100	220		101000
		1659454 01/06/23 PD-EVIDENCE BAGS	29.45			1000		420100	220		101000
		1659454 01/06/23 WTR-PHONE SCREEN PROTECTOR	7.99			5210		430500	220		101000
		4973869 01/04/23 FIN-AFFORDABLE CITY BOOK	64.00			1000		410500	220		101000
		012023 01/20/23 PD-FILE HOLDER, PENS	27.39			1000		420100	210		101000
		011323 01/13/23 PD-PAPER SHREDDER	32.89			1000		420100	212		101000
		011323 01/13/23 PD-FLASH DRIVES	24.68			1000		420100	220		101000
		1497068 01/06/23 PD-PHONE CHARGER, SCREEN PROT	42.59			1000		420100	220		101000
		39 01/13/23 STRS-BAGELS FOR STAFF	21.15			2500		430200	220		101000
		2356971971 01/15/23 SWR-ADOBE SUBSCRIPTION	19.99			5310		430600	355		101000
		9420225 01/09/23 WTR-PORTABLE HARD DRIVE SCADA	30.99			5210		430500	220		101000
		9420225 01/09/23 SWR-PORTABLE HARD DRIVE SCADA	31.00			5310		430600	220		101000

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Claim/ Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund	Org	Acct	Object	Proj	Cash Account
	MT026IN204 01/17/23 PW CLERK - TRAVEL PHONE CH	17.49			1000		410500	220		101000
	MT026IN204 01/17/23 BLDG-PW CLERK TRAVEL PH CH	17.50			2394		420500	220		101000
	MT026IN204 01/17/23 WTR-PW CLERK TRAVEL PH CHA	17.50			5210		430500	220		101000
	MT026IN204 01/17/23 SWR-PW CLERK TRAVEL PH CHA	17.50			5310		430600	220		101000
	68546425 01/19/23 FD-C STUHLER TRAINING	310.66			1000		420730	380		101000
	968767 01/19/23 FIN-B STAALAND NOTARY APP FEE	25.00			1000		410500	380		101000
	66186 01/20/23 PD-A BURNS RECORDS TRAINING	159.00			1000		420100	380		101000
	219-34 01/20/23 FD-J THOMAS & K SMITH TRAINING	400.00			1000		420400	380		101000
	5791467 01/18/23 PD-SURGE PROTECTOR STRIP	10.98			1000		420100	210		101000
	8630634 01/20/23 FAC-ROOF DE-ICING HEAT CABLE	117.99			1000		411200	212		101000
	4204266 01/18/23 FAC-FIRE EXTINGUISHER SIGNS	11.99			1000		411200	220		101000
	8985832 01/19/23 FIN-DOOR LOCK STOPS/CORDS	60.46			1000		410500	220		101000
	4893843 01/18/23 BATTERY BACKUPS	218.34			1000		410580	212		101000
	Total for Vendor:	4,245.01								
44123	1892 FLATHEAD COUNTY	150.00								
	5938 01/31/23 OWNER LIST-BIG SKY INVEST	75.00			1000		411000	390		101000
	5943 02/03/23 OWNER LIST-CLINE	75.00			1000		411000	390		101000
	Total for Vendor:	150.00								
44144	663 FLATHEAD COUNTY SOLID WASTE	2,456.07								
SLUDGE HAULING 01/01/23-01/31/23										
	9194 01/31/23 SWR-SLUDGE HAUL 1/1/23-1/31/21	2,446.44			5310		430600	395		101000
	9194 01/31/23 FD-TANK DISPOSAL	9.63			1000		420400	399		101000
	Total for Vendor:	2,456.07								
44147	24 FLATHEAD COUNTY TREASURER	425.00								
	020223 02/02/23 CRT-TECH SUR 1/23	185.00			1000		212201			101000
	020223 02/02/23 CRT-LEA/CRIM CONV SURCRG 1/23	240.00			1000		212201			101000
	Total for Vendor:	425.00								
44121	21 FLATHEAD ELECTRIC COOP INC	14,649.51								
12/25-1/24/23										
	013123 01/31/23 FAC-12/25-1/24/23	424.49			1000		411200	341		101000
	013123 01/31/23 PD-12/25-1/24/23	41.85			1000		420100	341		101000
	013123 01/31/23 FD-12/25-1/24/23	389.50			1000		420400	341		101000
	013123 01/31/23 PARKS-12/25-1/24/23	420.79			1000		460400	341		101000

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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund	Org	Acct	Object	Proj	Cash Account
		013123 01/31/23 POOL-12/25-1/24/23	68.30			1000	460445		341		101000
		013123 01/31/23 LIGHTING-12/25-1/24/23	2,577.55			2400	430200		341		101000
		013123 01/31/23 STRS-12/25-1/24/23	177.62			2500	430200		341		101000
		013123 01/31/23 WTR-12/25-1/24/23	3,784.38			5210	430500		341		101000
		013123 01/31/23 SWR-12/25-1/24/23	6,765.03			5310	430600		341		101000
		Total for Vendor:	14,649.51								
44119		2806 HANSON'S HARDWARE	254.21								
		604599 02/07/23 FAC-LIGHT BULB / JB WELD	24.98			1000	411200		220		101000
		604533 01/31/23 PRKS-HEATER @ RIV EDG BATHROOM	43.99			1000	460400		212		101000
		604556 02/02/23 SWR-PVC TUBING	6.27			5310	430600		240		101000
		604593 02/06/23 SWR-CLARIFER #2 REHAB PROJECT	17.76			5310	430600		240		101000
		604638 02/09/23 STRS-TRASH BAGS	74.97			2500	430200		220		101000
		604654 02/11/23 SWR-MISC SCREWS BY EACH	4.10			5310	430600		240		101000
		604619 02/08/23 FD-MISC SUPPLIES FOR FIRE HALL	70.07			1000	420400		220		101000
		604637 02/09/23 PRKS-CABLE TIES	9.49*			1000	460400		220		101000
		604620 02/08/23 SWR-BAKING SODA	2.58			5310	430600		220		101000
		Total for Vendor:	254.21								
		*** Claim from another period (1/23) ****									
44079		1119 HDR ENGINEERING, INC.	4,741.54								
WWTP AND SEWER IMPROVEMENTS PROJECT INVOICE #10											
		1200492504 01/13/23 ARPA INV #10 WWTP PROJECT	3,807.60			5310	430600		930		101000
		1200492510 01/13/23 WWTP SCADA ON CALL 8/22-12	933.94			5310	430600		354		101000
		Total for Vendor:	4,741.54								
44163		2849 J2 BUSINESS PRODUCTS	6,060.90								
		161128 02/06/23 FIN-MX3071 1/20/23-1/19/24	2,930.04			1000	410500		363		101000
		161128 02/06/23 WTR-MX3071 1/20/23-1/19/24	1,465.02			5210	430500		363		101000
		161128 02/06/23 SWR-MX3071 1/20/23-1/19/	1,465.02			5310	430600		363		101000
		1256958-0 02/02/23 PD- PENS	15.06			1000	420100		210		101000
		1256712-0 02/01/23 FIN-LABEL MAKER TAPE	7.06			1000	410500		210		101000
		1256712-0 02/01/23 WTR-LABEL MAKER TAPE	7.06			5210	430500		210		101000
		1256712-0 02/01/23 SWR-LABEL MAKER TAPE	7.06			5310	430600		210		101000
		1256958-1 02/03/23 PD-PENS	17.99			1000	420100		210		101000
		1257412-0 02/03/23 WTR-BATTERIES FOR MTG BOX	6.66			5210	430500		220		101000
		1257412-0 02/03/23 SWR-BATTERIES FOR MTG BOX	6.66			5310	430600		220		101000
		1257412-0 02/03/23 FIN-BATTERIES FOR MTG BOX	6.66			1000	410500		220		101000

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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund	Org Acct	Object	Proj	Cash Account
		1259930-0 02/09/23 FAC-SOAP REFILLS	105.54			1000	411200	220		101000
		1260238-0 02/10/23 WTR-11X17 PAPER/MINI BIND C	7.02			5210	430500	210		101000
		1260238-0 02/10/23 SWR-11X17 PAPER/MINI BIND C	7.02			5310	430600	210		101000
		1260238-0 02/10/23 FIN-11X17 PAPER/MINI BIND C	7.03			1000	410500	210		101000
		Total for Vendor:	6,060.90							
44160		3004 JIFFY LUBE	120.55							
		19289306 02/03/23 FD-TRUCK #461 OIL CHANGE	120.55			1000	420400	361		101000
		Total for Vendor:	120.55							
44132		2590 L.N. CURTIS & SONS	129.68							
		INV674185 02/06/23 FD-TOWELETTES 300 TOTAL	129.68			1000	420400	220		101000
		Total for Vendor:	129.68							
44148		1690 LASALLE SAND & GRAVEL CORP	74.00							
		162075 01/31/23 WTR-3/4 CRUSH HORINE LEAK	74.00			5210	430500	230		101000
		Total for Vendor:	74.00							
44134		1493 MAHUGH FIRE & SAFETY	348.00							
NO LOANERS NEEDED/NEXT MAINT 02-24										
		104762 02/03/23 FD-EXTINGUISHER SERVCE/REPAIR	348.00			1000	420400	360		101000
		Total for Vendor:	348.00							
44120		735 MASTER TECH REPAIR	20.00							
		7440-36 02/07/23 FD-RECOIL SPRING	20.00			1000	420400	240		101000
		Total for Vendor:	20.00							
44138		146 MIKE'S CONOCO CORPORATE OFFICE	11.81							
		3101 02/03/23 WTR-PROPANE	11.81			5210	430500	220		101000
		Total for Vendor:	11.81							
44173		631 MONTANA DEPT. OF ENVIRONMENTAL	1,500.00							
MT0020036-OUTFALL CHARGE										
		5L2301416 02/16/23 Swr-Annual Permit MT0020036	1,500.00			5310	430600	391		101000
		Total for Vendor:	1,500.00							

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Claim/ Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund Org Acct	Object	Proj	Cash Account
44157	43 MONTANA ENVIRONMENTAL LABORATORY	704.00						
	STATEMENT ENDING 1/31/23							
	2300308 01/10/23 WTR-COLIFORM	145.00			5210 430500	394		101000
	2300377 01/17/23 SWR-N-HEXANE EXTRACT MATERIAL	166.00			5310 430600	394		101000
	2300539 01/24/23 SWR-NITRATE+NITR,TNK	66.00			5310 430600	394		101000
	2300071 01/11/23 SWR-AMMONIA, TKN, NITRATE+NIT	91.00			5310 430600	394		101000
	2213463 01/04/23 SWR-NITRATE+NITRITE, TKN	65.00			5310 430600	394		101000
	2213399 01/04/23 SWR-AMMONIA,NITRATE+NITRITE T	90.00			5310 430600	394		101000
	2300717 01/31/23 SWR-NITRATE+NITRITE, TKN	66.00			5310 430600	394		101000
	2300072 01/09/23 SWR-DISOLVED ALUMINUM	15.00			5310 430600	394		101000
	Total for Vendor:	704.00						
44165	3133 MONTANA MUNICIPAL INTERLOCAL	2,337.00						
	MATT HUTCHENSON CLAIM-2 WATER MAIN BREAKS BACK TO BACK FROM 06/27/17							
	MARK CAHILL CLAIM							
	DR1005355 11/30/22 WTR-CLAIM EV2017001820	837.00			5210 430500	399		101000
	DR1005331 11/30/22 M. CAHILL CLAIM EV202200908	1,500.00			1000 510330	519		101000
	Total for Vendor:	2,337.00						
44156	2004 MONTANA STATE UNIVERSITY	5,250.00						
	FIREFIGHTERS ACADEMY 1							
	3 STUDENTS AT $1750.00 EACH							
	M. DICKERSON							
	J. THOMAS							
	K. SMITH							
	219-35 01/20/23 FD-FF1-Smith, Thomas	3,500.00			1000 420400	380		101000
	219-37 02/03/23 FD-FF1-Dickerson	1,750.00			1000 420400	380		101000
	Total for Vendor:	5,250.00						
44128	722 MORRISON-MAIERLE, INC.	20,281.37						
	12TH AVE IMPROVEMENTS, 5TH AVE EN WATER MAIN REPLACEMENT, BUSINESS DISTRICT SIDE WALKS AND PARKING IMPROVEMENTS.							
	000230299 02/07/23 12TH AVE W IMPROVEMENTS	4,670.87			2959 470300	930		101000
	000230295 02/07/23 BIZ DISTRICT PARKNG & SIDEW	10,584.00			2310 470300	931		101000
	000230296 02/07/23 5TH AVE EN WATER MAIN PROJE	1,687.50			5210 430500	930		101000
	000230300 02/07/23 ON CALL SVC - RUIS HOTEL	397.50			5310 430600	354		101000

* ... Over spent expenditure

Claim/ Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund	Org Acct	Object	Proj	Cash Account
	000230300 02/07/23 ON CALL SVC - GARNIER HEIGH	1,470.75			5210	430500	354		101000
	000230300 02/07/23 ON CALL SVC - GARNIER HEIGH	1,470.75			5310	430600	354		101000
	Total for Vendor:	20,281.37							
44136	1247 MURDOCH'S RANCH & HOME KALISPELL	94.97							
	9852/34 02/02/23 WTR-SCOOP SHOVEL	39.99			5210	430500	212		101000
	9839/34 01/31/23 SWR-DIESEL EXHAUST FLUID	14.99			5310	430600	231		101000
	9839/34 01/31/23 SWR-EXTENDABLE RATCHET	39.99			5310	430600	212		101000
	Total for Vendor:	94.97							
44169	52 NAPA AUTO PARTS	91.18							
	034696 02/06/23 STRS-RUNNING LAMP AND PARTS	28.63			2500	430200	232		101000
	034197 01/31/23 FD-SOCKET STORAGE RAIL/SPRINGS	47.39*			1000	420400	212		101000
	031672 01/04/23 SWR-TARP STRAPS	15.16			5310	430600	220		101000
	Total for Vendor:	91.18							
44137	132 NORMONT EQUIPMENT COMPANY	83.62							
	29037 02/10/23 STRS-SHOVEL, 16GA HARDWOOD	83.62			2500	430200	212		101000
	Total for Vendor:	83.62							
44151	2168 NORTH CENTRAL LABORATORIES	96.77							
	482949 02/08/23 SWR - BOD STANDARD/MICRO SLIDE	96.77			5310	430600	222		101000
	Total for Vendor:	96.77							
44118	2002 NORTHWEST PARTS & EQUIPMENT &	2,121.46							
	C723771-01 02/02/23 STRS-CUTTING EDGE FOR PLOW	1,891.28			2500	430200	232		101000
	C723771-01 02/02/23 STRS-FLASHING LIGHT FOR 55	144.69			2500	430200	232		101000
	C319321 02/07/23 STRS-MIRROR, HYDRAFORCE COIL	85.49			2500	430200	232		101000
	Total for Vendor:	2,121.46							
44135	1437 NORTHWESTERN ENERGY	4,508.30							
NATURAL GAS SERVICE 02/13/23									
	012823 01/28/23 FAC-12/21-1/20/23	1,032.80			1000	411200	344		101000
	012823 01/28/23 PD-12/21-1/20/23	163.10			1000	420100	344		101000
	012823 01/28/23 FD-12/21-1/20/23	792.94			1000	420400	344		101000
	012823 01/28/23 STRS-12/21-1/20/23	625.41			2500	430200	344		101000
	012823 01/28/23 WTR-12/21-1/20/23	172.13			5210	430500	344		101000

* ... Over spent expenditure

Claim/ Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund	Org Acct	Object	Proj	Cash Account
	012823 01/28/23 SWR-12/21-1/20/23	1,721.92			5310	430600	344		101000
	Total for Vendor:	4,508.30							
44149	2816 O'REILLY AUTO PARTS	87.75							
	421285 02/07/23 STRS-DISCONNECT CONNECTOR	7.99			2500	430200	232		101000
	421642 02/11/23 PD-MOTOR OIL	29.16			1000	420100	231		101000
	412760 02/13/23 PD-CAR 20 HEADLIGHTS	50.60			1000	420100	232		101000
	Total for Vendor:	87.75							
44161	3100 PEDROS PROPERTIES	886.50							
	CITY COST SHARE FOR WATER LINE EMERGENCY REPAIR AT 811 SCENIC DR								
	2023-021 02/14/23 WTR-811 SCENIC DR EMERG REPA	886.50			5210	430500	360		101000
	Total for Vendor:	886.50							
44127	1888 PLETCH ELECTRIC INC	428.68							
	5545 02/03/23 Lighting-Repair Vets Drive	150.00			2400	430200	399		101000
	5545 02/03/23 FAC-HEAT TAPE FOR GUTTERS	278.68			1000	411200	366		101000
	Total for Vendor:	428.68							
44164	2381 RESCUE MARKETING, INC	3,349.65							
	2016499 02/03/23 EMAIL MIGRATION TO AWS	3,349.65			1000	410580	355		101000
	Total for Vendor:	3,349.65							
44172	3199 RUIS CONSTRUCTION LLC	22,772.24							
	CONTRACTORS DEVELOPMENT								
	CITYS PORTION OF WORK COMPLETED								
	71 02/14/23 BULB OUT ON NUCLEUS & 5TH	22,772.24			2310	470300	930		101000
	Total for Vendor:	22,772.24							
44125	2811 SALTUS TECHNOLOGIES, LLC	3,240.00							
	PERIOD FROM MARCH 1, 2023 THROUGH FEBRUARY 28, 2024								
	2302-03 02/01/23 PD-digiticket Hosting support	3,240.00			1000	420100	355		101000
	Total for Vendor:	3,240.00							

For the Accounting Period: 2/23

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund	Org Acct	Object	Proj	Cash Account
44171		2755 SHERWIN-WILLIAMS CO	843.41							
		3297-6 01/27/23 SWR-CLARIFIER #2 PAINT	843.41			5310	430600	240		101000
		Total for Vendor:	843.41							
44142		862 SUCCESSFUL SIGNS AND AWARDS	37.00							
		74964 01/30/23 FIN-NOTARY STAMP B STAALAND	37.00			1000	410500	210		101000
		Total for Vendor:	37.00							
44153		1653 SUPER 1 FOODS	44.24							
		02-1582286 02/11/23 SWR-DISTILLED WATER	32.32			5310	430600	222		101000
		02-1582286 02/11/23 SWR-WASHER FLUID	11.92			5310	430600	220		101000
		Total for Vendor:	44.24							
44141		3068 SUPERIOR LAND & LAWN CARE LLC	500.00							
		58 02/01/23 FD-DECEMBER SNOW REMOVAL	500.00			1000	420400	399		101000
		Total for Vendor:	500.00							
44124		1644 THE CHEMNET CONSORTIUM	102.00							
		116711 02/07/23 STRS - Random Drug screen	102.00			2500	430200	399		101000
		Total for Vendor:	102.00							
44170		2699 THE MAIL ROOM, INC	291.74							
		D113971 02/06/23 PD-MAIL SRVS 1/23/23-2/3/23	16.66			1000	420100	310		101000
		D113971 02/06/23 FIN-MAIL SRVS 1/23/23-2/3/23	83.29			1000	410500	310		101000
		D113971 02/06/23 WTR-MAIL SRVS 1/23/23-2/3/23	53.50			5210	430500	310		101000
		D113971 02/06/23 SWR-MAIL SRVS 1/23/23-2/3/23	53.50			5310	430600	310		101000
		D113971 02/06/23 CRT-MAIL SRVS 1/23/23-2/3/23	35.50			1000	410360	310		101000
		D113971 02/06/23 PLN-MAIL SRVS 1/23/23-2/3/23	49.29			1000	411000	310		101000
		Total for Vendor:	291.74							
44131		1623 THE UPS STORE #4515	35.27							
TRACKING #1ZWA36710305781366										
TRACKING #1ZWA36710305682697										
		2013-7661 02/01/23 PD-EVIDENCE SHIPPING	20.45			1000	420100	310		101000
		A011655 02/03/23 FD-SHIPPING	14.82			1000	420400	310		101000
		Total for Vendor:	35.27							

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund Org Acct	Object	Proj	Cash Account
44143		3016 TRANSUNION RISK AND ALTERNATIVE	100.00						
		202301-1 02/01/23 PD-1/01/23-1/31/23	100.00			1000 420100	335		101000
		Total for Vendor:	100.00						
44145		3063 UTILITIES UNDERGROUND LOCATION	116.18						
MONTH OF SERVICE JANUARY 74									
		2125070 01/31/23 WTR-JANUARY 2023 UDIGS	38.73			5210 430500	318		101000
		2125070 01/31/23 SWR-JANUARY 2023 UDIGS	38.73			5310 430600	318		101000
		2125070 01/31/23 STRS-JANUARY 2023 UDIGS	38.72			2500 430200	318		101000
		Total for Vendor:	116.18						
44146		1134 VICTIM-WITNESS ADVOCATE PROGRAM	231.00						
		020223 02/02/23 CRTS-JANUARY 23	231.00			2917 410360	356		101000
		Total for Vendor:	231.00						
44133		84 WESTERN BUILDING CENTER	105.91						
		4715776 02/09/23 FD-PVC PIPING, NUTS, #481	24.39			1000 420400	232		101000
		4715296 02/03/23 FD-PVC, NUTS, WASHERS #481	17.21			1000 420400	232		101000
		4714874 01/30/23 SWR-SLUDGE PUMP PART	3.29			5310 430600	240		101000
		4715968 02/13/23 SWR-CLARIFIER #2 REHAB PROJEC	29.54			5310 430600	240		101000
		4715929 02/13/23 SWR-CLARIFIER #2 REHAB PROJEC	31.48			5310 430600	240		101000
		Total for Vendor:	105.91						
44162	E	2733 WEX Fleet Universal	7,036.68						
STATEMENT ENDING 01/31/2023									
		87034151 01/31/23 PD-JANUARY FUEL	2,096.54			1000 420100	231		101000
		87034151 01/31/23 PD-JANUARY FUEL	272.71			1000 420100	380		101000
		87034151 01/31/23 FIRE-JANUARY FUEL	733.58			1000 420400	231		101000
		87034151 01/31/23 PRKS-JANUARY FUEL	9.54			1000 460400	231		101000
		87034151 01/31/23 WTR-JANUARY FUEL	302.73			5210 430500	231		101000
		87034151 01/31/23 SWR-JANUARY FUEL	439.72			5310 430600	231		101000
		87034151 01/31/23 STRS-JANUARY FUEL	3,172.32			2500 430200	231		101000
		87034151 01/31/23 FAC-JANUARY FUEL	9.54			1000 411200	231		101000
		Total for Vendor:	7,036.68						

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund Org Acct	Object	Proj	Cash Account
44166		2915 WHITE ROCK AGGREGATE LLC	1,756.65						
		19663 01/31/23 STRS-3/8" CHIPS	1,756.65*			2500 430200	452		101000
		Total for Vendor:	1,756.65						

# of Claims 58 Total: 136,487.71 # of Vendors 54

Total Electronic Claims 12,202.97

Total Non-Electronic Claims 124284.74

For the Accounting Period: 2/23

Fund/Account	Amount
1000 GENERAL FUND	
101000 CASH/CASH EQUIVALENTS	$41,012.16
2310 TAX INCREMENT DISTRICT FUND	
101000 CASH/CASH EQUIVALENTS	$33,356.24
2394 BUILDING CODE ENFORCEMENT FUND	
101000 CASH/CASH EQUIVALENTS	$2,054.12
2400 SPECIAL LIGHTING DISTRICT FUND	
101000 CASH/CASH EQUIVALENTS	$2,727.55
2500 SPECIAL STREET MAINTENANCE DISTRICT FUND	
101000 CASH/CASH EQUIVALENTS	$8,634.18
2917 CRIME VICTIMS ASSISTANCE FUND	
101000 CASH/CASH EQUIVALENTS	$231.00
2959 EDA	
101000 CASH/CASH EQUIVALENTS	$4,670.87
5210 WATER ENTERPRISE FUND	
101000 CASH/CASH EQUIVALENTS	$19,753.20
5310 SEWER ENTERPRISE FUND	
101000 CASH/CASH EQUIVALENTS	$24,048.39
Total:	$136,487.71

Council Meeting Date: Feb 21, 2023

Claims Submitted to Council:$ 136,487.71

Claims Denied/Withheld by Council Finance Committee:$______________ Claim #'s:________________

Prepared By: Shawn Bates, Finance Director

S.Bates
____

Approved by Susan M. Nicosia, City Manager

S. Nicosia
____

City Council to Approve by motion on consent agenda

Mayor and Council:
The following claims are large, non-routine or of special note:
TIF Fund - $22.7K - Nucleus Ave Bulbout, west side Nucleus and 5th
Engineering - M-M:
TIF, EDA and project engineering - $20K
BNSF - billing for Quiet Zone engineering - 2021, 2022 hours - $3,408
HDR
Paying annual subscription fees for Active 911, digiticket, WWTP discharge permit

Please contact Finance Director Shawn Bates should you have any questions on any claim.

02/16/23 CITY OF COLUMBIA FALLS Page: 1 of 2
15:08:17 Payroll Summary For Payrolls from 02/17/23 to 02/17/23 Report ID: P130

Total for Payroll Checks

	Employee	Employer	Amount
ADDL HOURS (Additional)	0.00		20.00
COMA HOURS (Comp Time Accumulated)	1.50		
OVER HOURS (Overtime)	72.00		3,101.99
REG HOURS (Regular Time)	2,690.51		82,232.00
SHFN HOURS (Shift B)	268.00		536.00
SHFQ HOURS (OVT B)	28.00		84.00
SICK HOURS (Sick Time)	154.25		4,798.95
VACA HOURS (Vacation Time Used)	43.50		974.48
VOLN HOURS (Not in use)	25.00		1,250.00
GROSS PAY	91,747.42	0.00	
NET PAY	63,345.63	0.00	
NET PAY (CHECKS)	330.80		
NET PAY (DIRECT DEPOSIT)	63,014.83		
AFLAC-POSTTAX	111.67	0.00	
AFLAC-PRETAX	165.04	0.00	
CHILD SUPPORT P	413.07	0.00	
CITY OF COLUMBI	20.00	0.00	
FIT	6,925.21	0.00	
FLEX ALLEGIANCE	1,051.30	32.50	
FLEX DEP CARE	208.33	2.50	
FOP	360.00	0.00	
HEALTHINS/PRE	2,190.89	20,783.07	
MEDICARE	1,321.26	1,321.26	
MT ST FIRE ASSO	93.45	0.00	
NATIONWIDE/CITY	0.00	2,987.28	
NATIONWIDE/EMP	338.33	0.00	
P.E.R.S.	3,946.09	4,480.55	
PERS/FURS	999.87	1,341.89	
PERS/POLICE	2,585.56	4,139.75	
SIT	4,085.00	0.00	
SOCIAL SECURITY	3,138.92	3,138.92	
TEAMSTERS DUES	343.50	0.00	
UNEMPL. INSUR.	0.00	496.96	
UNUM LIFE INS.	104.30	0.00	
WORKERS' COMP	0.00	3,257.98	
CHARLES SCHWAB	1,578.59	0.00	
FIRST INTERSTAT	2,239.28	0.00	
FREEDOM BANK	4,309.53	0.00	
GLACIER BANK KA	6,005.42	0.00	
GLACIER BANK/CF	15,456.01	0.00	
GLACIER BANK/WF	1,734.67	0.00	
HORIZON CREDIT	1,505.55	0.00	
NAVY FEDERAL CR	1,965.55	0.00	
PARKSIDE CR U	12,107.01	0.00	
THREE RIVERS	1,145.12	0.00	
USAA FEDERAL	1,317.14	0.00	
USBANK.	2,678.66	0.00	
VERIDIAN CREDIT	400.00	0.00	

Payroll
2/17/2023
$154,374.69
Barb Staaland

WELLS FARGO	5,231.96	0.00
WFISH CR UNION	5,340.34	0.00
FIT/SIT BASE	80,470.34	0.00
MEDICARE BASE	91,119.14	0.00
PERS BASE	88,023.42	0.00
SOC SEC BASE	50,627.83	0.00
UN BASE	90,347.42	0.00
WC BASE	91,963.42	0.00
Total		41,982.66

Total Payroll Expense (Gross Pay + Employer Contributions): 133,730.08

*** PAYROLL REGISTER + VOLUNTEER PAYROLL REGISTER = PAYROLL SUMMARY ***

Check Summary

Payroll Checks Prev. Out.	$3,853.09
Payroll Checks Issued	$52,280.95
Payroll Checks Redeemed	$3,853.09
Payroll Checks Outstanding	$52,280.95
Electronic Checks	$102,093.74

Deductions Accrued		Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
Social Security	6277.84		6277.84		212260
Medicare	2642.52		2642.52		212260
P.E.R.S.	8426.64		8426.64		212270
Unempl. Insur.	496.96	2047.45		2544.41	212210
Workers' Comp	3257.98	13081.94		16339.92	212220
FIT	6925.21		6925.21		212260
SIT	4085.00		4085.00		212260
AFLAC-PRETAX	165.04	165.04	330.08		212230
NATIONWIDE/EMP	338.33		338.33		212280
Teamsters dues	343.50	343.50	687.00		212310
PERS/Police	6725.31		6725.31		212240
NATIONWIDE/CITY	2987.28		2987.28		212280
AFLAC-POSTTAX	111.67	111.67	223.34		212230
PERS/FURS	2341.76		2341.76		212275
MT ST FIRE ASSO	93.45		93.45		212315
HEALTHINS/PRE	22973.96	22973.96	46649.00	-701.08	212400
CITY OF COLUMBI	20.00		20.00		212450
UNUM LIFE INS.	104.30	104.30	208.60		212400
FLEX ALLEGIANCE	1083.80		1083.80		212285
CHILD SUPPORT P	413.07		413.07		212330
FOP	360.00		360.00		212335
FLEX DEP CARE	210.83		210.83		212285
Total Ded.	70384.45	38827.86	91029.06	18183.25	

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

CITY OF COLUMBIA FALLS
REGULAR CITY COUNCIL MEETING MINUTES
HELD FEBRUARY 06, 2023

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

ROLL CALL: Councilor Fisher, Councilor Hamilton, Councilor Lovering, Councilor Piper, Councilor Robinson and Mayor Barnhart. Absent: Councilor Shepard.
Also present: City Manager Nicosia, City Clerk Staaland, City Attorney Breck, Fire Chief Weeks and Police Chief Peters.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA: Councilor Piper motioned to approve the agenda, seconded by Councilor Hamilton and the motion carried.

CONSENT AGENDA: Councilor Lovering made motion to approve the consent agenda noting all claims appeared to be in order, seconded by Councilor Hamilton and the motion carried.
Approval of Claims - February 6, 2023 - $71,298.50
Approval of Payroll Claims - February 3, 2023 - $108,062.57
Approval of Payroll Claims - January 20, 2023 - $159,629.73
Approval of Regular City Council Meeting Minutes - January 17, 2023

VISITORS/PUBLIC COMMENT (Items not on agenda)
Susan Wheeler resides at 325 4th St. E. said with the recent applicant withdraw from the River Highlands proposal; the developer indicated he would like to work with the city and community for a viable development proposal of the property. Ms. Wheeler wanted to point out Title 18 chapter 18.212.20, J. In the event that an application to amend this title is denied by the city council or that the application for amendment is withdrawn after the hearing of the planning board, the zoning administrator shall have the authority to refuse to accept another application for any similar amendment for one year from the date of hearing of the previous application by the board. Ms. Wheeler would like to recommend the Planning/Zoning Administer refuse acceptance of another application for one year.

Shirley Folkwein resides at 285 Shooting Star Dr., represents the Upper Flathead Neighborhood Association. Ms. Folkwein read the cancellation notice the city posted on the city website concerning the cancellation of the special January 30, 2023 council meeting. Folkwein said based on the notice the Association requests Mayor and Council members be barred from participation of such meetings. Folkwein believes all such meetings concerning the proposal with City Staff should be a public meeting.
Mayor Barnhart asked City Attorney Breck due to public record can Council be legally barred from public meetings. City Attorney Breck replied no.

An attendee Justin, from 9th ST E, asked if city staff could clean up after dogs at River's Edge Park.
Justin also mentioned when the snow plow goes by and the snow is pushed up against the mailboxes and the mailboxes are not accessible he does not receive his mail.

Kathleen Melee resides at 612 3rd Ave W. said she would like to see a meeting addressing annexation. Ms. Melee said she is not against annexation or growth but has concerns about MCA Title 76 on Land Resources and Use. Mayor Barnhart said if a request for annexation is received, the request is published in the newspaper, discussed at a council meeting, and is brought forward again as a resolution. Mayor Barnhart said the City follows State Statute on annexation.

NOTICE OF PUBLIC HEARINGS/PUBLIC HEARINGS:
Mayor Barnhart read the following Notice of Public Hearings:

Notice of Public Hearings - RH2 LLC PUD and Twin Peaks et al Zone Change and PUD in Columbia Falls Planning/Zoning Jurisdiction:
(See February 14th Draft Planning Agenda and Packet for Application Materials)

The Columbia Falls City-County Planning Board will hold public hearings for the following items at their regular meeting on Tuesday, February 14, 2023 at 6:30 p.m. at the Cafetorium in the Columbia Falls Junior High School, 1805 Talbot Road, Columbia Falls, Montana. The Columbia Falls City Council will hold a subsequent hearing on March 20, 2023 starting at 7:00 p.m. in the same location.

Request to amend an approved Planned Unit Development in the Columbia Falls Zoning Jurisdiction:
The RH2 LLC is requesting an amendment to a previously approved Planned Unit Development overlay for the property located at 812 4th Ave West which is at the corner of 8th Street West and 4th Ave West. The original PUD allows nine residential units and three commercial spaces in two buildings on the half acre parcel. The amendment would replace the three commercial units with three residential units for a total of twelve residential units. The three story buildings will meet the setback and height standards of the CB-2 (General Business) zoning district as well as providing 24 off-street parking spaces. The property is described as Assessors' Tract 8AA (Parcel B of COS 12484) in the SW1/4 of Section 8, Township 30 North, Range 20 West, P.M.M., Flathead County.

A Zone Change Request from CSAG-5 and CSAG-10 to CR-4 in the Columbia Falls Zoning Jurisdiction:
The applicants, Twin Peaks Farms, LLC, High Country Land and Cattle (MT) LLC and 500 River Partners LLC are requesting a zone change for property located at 7030 Highway 2 East and 500 River Road in Columbia Falls. The properties are currently zoned CSAG-5 and CSAG-10 (Suburban Agricultural) with a 5 and 10 acre minimum lot size. The proposed zoning is a CR-4 (Urban Residential) zoning. The two properties total approximately 22.5 acres and are located just east of the bridge over the Flathead River. The properties are described as Parcel 1 of COS 16981 (Assessor's Tract 3FB) and Tract 1 of COS 16958 (Assessor's Tract 3F) of Section 16, Township 30 North, Range 20 West, P.M.M., Flathead County.

Request for a Planned Unit Development in the Columbia Falls Zoning Jurisdiction:
The applicants, Twin Peaks Farms, LLC, High Country Land and Cattle (MT) LLC and River Partners LLC are requesting a Planned Unit Development in the Columbia Falls Zoning Jurisdiction, the urban scale development is located at 7030 Highway 2 East and 500 River Road in Columbia Falls and is described as Parcel 1 of COS 16981 (Assessor's Tract 3FB) and Tract 1 of COS 16958 (Assessor's Tract 3F) of Section 16, Township 30 North, Range 20 West, P.M.M., Flathead County. The project consists of 180 residential units (99 single family attached units and 81 apartment units. The gross density of project is 7.9 units per acre. The applicant is proposing 12.21 acres (55%) of the site as park and open space. With the project, the applicants are proposing to extend Columbia Falls Water and Sewer service to the site. Other than the

clustering of density and the density bonus provided by the PUD regulations, the applicant is not requesting any deviations.

NEW BUSINESS:

City Manager Nicosia said the City received a petition from the property owners of Lots 10A and 6A, Block 59 to abandon 10 feet of the 70 foot platted Right of Way to increase public safety. The owners wish to work with the City to install curb, gutter and sidewalk adjacent to their property including their property on 8th St. W. The request was reviewed and agreed upon by Public Works Director Hanley. City Staff requests Council approval to call for a Public Hearing.

Councilor Fisher motioned to call for a Public Hearing for the Right of Way abandonment, seconded by Councilor Lovering.
Mayor asked if there will be additional asphalt needed on Lot 6A. Nicosia said yes, additional paving will be required and will be included in city patch projects.
The motion carried.

Call for Bids - 5th Ave EN Water Main Project
The project consists of the replacement of the existing 2' galvanized water main on 5th Avenue EN and replacing it with an 8" PVC water main, adding a fire hydrant, replacing 8 water service lines and resurfacing the roadway.

There is a pre-bid meeting on February 16, 2023 and bid opening on Thursday, March 9, 2023. Council would award the bid at the March 20, 2023 Council Meeting.
Councilor Piper made motion to call for bids on the 5th Ave. EN Water Main Project, seconded by Councilor Lovering.
Mayor Barnhart asked if this is one we previously bid out. Nicosia said yes, approximately 10 years ago. Mayor Barnhart asked what the expected cost to the city would be. Nicosia said it will cost approximately $290,000.; $143,000 is a competitive grant, $100,000 of the City's dedicated ARPA funds, and $43,000 out of our expansion.
Motion carried unanimously.

ORDINANCES / RESOLUTIONS:

Resolution # 1891 - Approving Preliminary Plat Tamarack Meadows
City Manager Nicosia clarified condition changes/additions made by Council at the January 20, 2023 meeting, particularly Condition 26. The applicant must install a sidewalk where ever possible on one side of Meadow Lake Dr. unless the applicant can affirmatively demonstrate to the City that: the governing HOA does not approve of such sidewalk: that any such sidewalk portion or portions cannot be constructed in compliance with the American with Disabilities Act: or, that Flathead County does not approve of any one or more such sidewalk portions.
Councilor Fisher motioned to approve Resolution #1891 as amended by staff, seconded by Councilor Robinson with Council voting as follows. Ayes: Hamilton, Lovering, Piper, Robinson, Fisher and Barnhart.

Resolution # 1892 - A Resolution of the City Council of the City of Columbia Falls, Montana, Amending Funds and Budgetary Line-item Appropriations for the Fiscal Year Ending June 30, 2023 to Account for Unanticipated and Additional Expenses

Nicosia said Fire Engine 431 has developed a pump issue and the quotes for repair were just under $18,000 to rebuild, or $35,000 for a new pump. Nicosia said the additional part of this request is to add additional funding for Firefighter 1 Training. The request is to use $25,000, for the pump repair and additional training. Mayor Barnhart asked if the money is coming from the resort tax. Nicosia said that is correct. Fire Chief Weeks said this came up two years ago that the 431 pump started to leak. It is a primary engine for the rural station and secondary for the city, it's an important piece of equipment for both stations.
Councilor Hamilton motioned to approve Resolution #1892, seconded by Councilor Piper with council voting as follows. Ayes: Lovering, Piper, Robinson, Fisher, Hamilton and Barnhart.

REPORTS / BUSINESS FROM MAYOR & COUNCIL

Councilor Piper said with such a great facility at the Rural Fire Station, it's good to get more Firefighters through the training offered.
Councilor Hamilton asked if the old upholstery building at 1427 9th St. W. was in city limits, and if something was going to be done with it. City Manager said the property is not in the city limits but is within our Planning and Zoning jurisdiction. The owner has secured the building and will be demolished when a contractor is available.

Councilor Fisher said he would like to speak on the recent development issues. He stated that Shepard said something at the last meeting that really caught his attention, stating this property was sold to developers and it was going to be developed one way or another. There is a lot of negativity with dense housing but there are also positives said Fisher. If we don't run city services across the river it will come down to wells and septic systems on the properties. With the current proposal by the Highlands there was a dedicated 5 acre city park, if it goes the other way with larger lots and fewer homes there will be no public park land. When dense developments get shot down, something will still be built there. Should these developments come to council we can put stipulations within the conditions said Fisher. If we turn down all dense housing developments we need to think about the consequences of having no workforce housing.
Mayor Barnhart said he concurs with Councilor Fisher. Mayor Barnhart asked what kind of growth we want in Columbia Falls, do we want million dollar homes or do we want to find housing that fits here. Density is the secret to keeping the price down. The more we put restrictions on density the higher cost of development and building will become. It goes against the grain for folks that have been here for a long time, but growth is inevitable. Mayor Barnhart said we have to look at affordability of development.
A citizen expressed concern of debt to income ratio of local residents.
Councilor Fisher said it was brought up before that these houses will not be affordable but the solution is not to build. A lot folks want to see building on the west side of town, city services are 3 miles away and will be a significant cost to the developer. Financially it makes more sense to build to the east as utilities are 1/4 mile away.
A resident said he believes high density belongs within the city.
Jackie Demongin, resides at 4250 Columba Falls Stage Rd., said she agrees there needs to be affordable housing. Demongin believes the city and residents need to be on the same team. Most of us are concerned about protecting the river said Demongin.
Debbie Evans, resides at 1206 2nd Ave. W. asked if there was a way to cap nightly rentals in order for locals to afford housing. Senior residents have sold their homes and are living in their 5th wheel campers said Evans.
City Attorney Breck said the City is limited by state and federal regulations to prohibit or cap vacation rentals.
Nicosia said based on current legislative action, if the City allows short term rentals anywhere in the City, we cannot exclude another.

Kelson Colbo, resides at 1889 Tamarack Lane said as he listens to folks speak on development going to the west of the river, he inquired if there are external funds to use towards extension of city services in that direction. Nicosia said there are no city funds available. Mayor Barnhart stated the city does not pay for extension of services to a new development; it is the responsibility of the developer.

Shirley Folkwein resides at 285 Shooting Dr. said she did not hear what Mayor Barnhart said to City Attorney Breck earlier. Mayor Barnhart said he asked City Attorney Breck if council could by law be excluded from attending a public meeting with City Attorney Breck stating absolutely not. Ms. Folkwein asked if there have been steps made to converse with Highlands Developer Mr. Barnett. Mayor Barnhart said no and explained if the developer wanted to meet with citizens it would be up to them, but if he requested to meet with council it would be considered a public meeting.

CITY MANAGER REPORT:

Water/Sewer System Capacity Discussion- Nicosia presented information on the City's water and sewer capacity from engineering reports, HDR and Morrison-Maierle. Nicosia reported that the City's Preliminary Engineering Reports plan for growth over 20 years and the plans are updated every 5 years in concert with the Growth Policy. The plans will be updated beginning in 2024.

History of Planning: Growth Policy/Maps and River Road Area

In response to the Council, Nicosia provided Council with the Growth Policy maps from the 1980's through the current as well as the River Road Neighborhood Plan that was not adopted after two years of working on it, 2006-2008. Mayor Barnhart suggested a public meeting on the history of the Growth Policy/maps on Monday, February 27th, 2023. Nicosia said she would make packets available at City Hall and post the meeting on the city website.

11th Police Officer (added FTE for 23-24 FY)

City Manager Nicosia said it takes months to hire an officer as they progress through extensive testing. Nicosia advised Council that the City is advertising now to draw a pool of applicants. This is not a vacancy but a new position in the Police Department to cover sick leave, vacations etc. The job advertisement is posted and the recommendation is to include an additional position in the 23-24 FY budget.

Nicosia reported that the City recently filed the 2022 Fiscal year report. Nicosia reviewed the Management Discussion memo which summarized the City's change in assets and financial position; Nicosia noted the effect of one time grants and capital projects on the City's net position.

MISCELLANEOUS REPORT

Chief Peters said with the addition of the 11th officer it helps with not making our current officers work excessive overtime. Chief Peters said we are hopeful to bring the new Patrolman on by June. With growth coming and population growing this is the time to plan for new Officers.

Fire Chief Weeks was elated to report with the new 3 full time employee we had a 4 minute response time instead of 12 minutes in a recent structure fire. Chief said if they didn't get there in 4 minutes the house next door would have been on fire. Chief Weeks again thanked council for the career staff.

MISCELLANEOUS

Fire Department - January Activity

Finance - YTD thru December 2022

Correspondence

ADJOURN

____
Mayor

____
City Clerk

February 17, 2023

To: Mayor & Council

From: Susan M. Nicosia, City Manager

RE: Excess Vacation Carryover and Compensation

In accordance with state statute and my employment agreement effective July 1, 2020, I am requesting Council consent to carryover my excess vacation accrual as of December 31, 2022 to be used by December 31, 2023 (as it is not possible to use my accrued vacation hours before March 31, 2023). Further, pursuant to Section 2. C of the contract, I request compensation for the 23.88 hours I would otherwise forfeit.

Council Action Requested: Consent to carryover of excess hours through December 31, 2023 and compensation for hours that would otherwise be forfeited.

MEMORANDUM OF UNDERSTANDING
AFG GRANT

This Memorandum of Understanding (MOU) is entered into effective on the _____ day of January, 2023, by and among the City of Columbia Falls (hosting agency), and the participating Municipal Fire Departments, Rural Fire Districts, Fire Service Areas, Glacier International Airport and participating EMS Agencies, hereafter referred to as "Agency."

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

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

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

4. Radio Equipment Maintenance Responsibility.

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

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

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

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

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

City of Columbia Falls

By_______________________________
Name of signer and title

____
Name of Participating Agency

By_____________________________
Name of Signer and title

When Recorded, Return To:
City of Columbia Falls
130 6th Street West
Columbia Falls, MT 59912

EASEMENT
(Public Access and Utility)

THIS **"EASEMENT"** is made effective and is entered into by and between **COTTAGE APARTMENTS, LLC,** a Montana limited liability company, whose address is 76 KINDSFATHER DR LIVINGSTON MT 59047, hereinafter referred to as **"Grantor",** and **CITY OF COLUMBIA FALLS,** whose address is 130 6th Street West, Room A, Columbia Falls, MT 59912, hereinafter referred to as **"Grantee".**

RECITALS:

Grantor, for and in consideration of the faithful observance and strict performance of the terms and conditions hereof, hereby grants to Grantee an exclusive easement and right of way, located along the southern boundary of Lot 12B and Lot 14A of Subdivision Plat of Sunshine Revisited No. 3 in the City of Columbia Falls, Flathead County, Montana according to the map or plat thereof on file or of record, and shown thereon as 30' Public Access and Utility Easement (herein referred to as the **"Easement Area");** copy of said plat is shown in Exhibit A, attached hereto and by this reference being made a part hereof, which plat depicts the Easement Area.

AGREEMENT:

It is mutually understood and agreed that Grantor has granted this Easement and Grantee has accepted the same, subject to and upon the following reservations, terms, conditions, covenants and agreements:

1. Purpose. Grantee shall have the right privilege and authority to use the Easement Area to construct, maintain, inspect, repair, remove, replace, use, underground public utilities, along with any upgrades or improvements Grantee deems necessary to maintain the integrity of such utilities. Grantee will have the sole obligation and responsibility to maintain, repair and replace the utilities and other improvements placed in the Easement Area by Grantee, except as otherwise expressly stated herein.

Crossing of Lands. Grantor reserves the right to cross and re-cross said Easement Area on grade or otherwise, by any means for any purpose, and further reserves the right to use the lands occupied by the utilities in a manner that will not unreasonably interfere with the rights granted Grantee hereunder or that will, with reasonable certainty, cause any damage to the utilities. Grantee specifically acknowledges that a portion of the Easement Area will be used by Grantor for ingress and egress to and from U.S. Highway 2 and that such use, and the necessary improvements related thereto, are permitted and acceptable to Grantee. Grantee shall not block or otherwise impede Grantor's use of the Easement Area for ingress and egress to U.S. Highway 2, except as deemed to necessary by Grantee to perform emergency repairs to the underground utilities.

2. **Third Parties.** Grantee shall not have the right to grant the use of said Easement Area or provide rights under this Easement to any other person, partnership, cooperative, association or corporation for any purpose. Specifically, the use of said Easement Area by a party other than Grantee, the general public for utilities, or the Grantee's duly authorized agents or subcontractors, shall require a separate grant of rights from Grantor.

3. **Ingress and Egress.** Grantee shall, at all times, have ingress to and egress from the Easement Area over and across the portion of Grantor's adjacent land that is reasonably necessary for the purposes of exercising all of the rights herein granted.

4. **Assumption of Liability.** In the exercise of the rights granted hereunder to Grantee, Grantee shall make every effort to avoid damage to Grantor's real or personal property within and adjacent to said Easement Area. Grantee shall be liable and hereby covenants to pay for all loss or damage to Grantor's real or personal property that is caused by or results from any act or omission to act, of Grantee, its employees and agents in the operation, maintenance, repair, reconstruction of the utilities, whether negligent or otherwise. Likewise, Grantor shall be liable and hereby covenants to pay for all loss or damage to Grantee's utilities that are caused by or results from any act or omission to act, of Grantor, its employees and agents in the use of the Easement Area as described in Section 2 of this Easement, whether negligent or otherwise.

5. **Release of Claims/Liability.** Except as otherwise provided herein, Grantee expressly releases Grantor from any and all claims for damage to the utilities pursuant to the rights granted herein arising from any operation of Grantor on its said property; provided, that in conduct of any such operation, Grantor shall use reasonable care to avoid causing such damage, it being expressly understood that this provision does not release Grantor from any claim for damages caused by its negligence or intentional misconduct. Grantor does not assume any liability for damages or injuries caused by or resulting from acts or omissions by other than Grantor, its employees, agents, and contractors. Grantee agrees to indemnify, defend and hold harmless Grantor, its tenants, subtenants, agents, contractors, and employees from and against any and all liability, claims, damages, expenses (including reasonable attorneys' fees including on appeal), judgments, proceedings and causes of action for injury to or death of any person or damage to or destruction of any property resulting from the exercise of the rights granted herein and/or the use of the Easement Area by the indemnifying Owner except to the extent caused by the negligence or intentional action or omission of Grantor or its tenants, subtenants, agents, contractors, or employees.

6. Grantee's Agents. Subject to Section 3 hereof, any independent contractor or subcontractor engaged by Grantee to perform services relating to the rights held by Grantee herein shall, as between the parties hereto, be deemed to be the agent of Grantee.

7. Successor and Assigns. This Easement, and all of the rights and obligations herein, shall run with the land, inure to the benefit of, and be binding upon, the respective successors and assigns of the parties hereto.

8. Attorneys' *Fees.* In the event legal action, including litigation, is undertaken to interpret or enforce any aspect of this Easement, the prevailing party shall be entitled to reasonable attorneys' fees and court costs.

9. Modification. Any modifications of this Easement or additional obligation assumed by either party in connection with this Easement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

(Signatures and acknowledgements appear on following pages)

IN WITNESS, WHEREOF, said Grantor has executed, and Grantee has accepted this Easement this_______ day of____________, 2023.

GRANTOR:
COTTAGE APARTMENTS, LLC,
a Montana limited liability company

By: ___________________________________
Name: _______________________
Title: _______________________

ACKNOWLEDGEMENT

STATE OF MONTANA)
) ss.
COUNT/ OF FLATHEAD)

On this______ day of ___________ , 2023 before me, the undersigned, a Notary Public in and for the State of Montana, duly commissioned and sworn, personally appeared to me known to be the person who signed as ___________________________________ of Cottage Apartments, LLC, a Montana limited liability company, and acknowledged said instrument to be the free and voluntary act and deed of such party for the uses and purposes therein mentioned, and on oath stated that he / she was authorized to execute said instrument on behalf of the company.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

____
Notary Public in and for the State of Montana
My Commission Expires: _____
_________________________________ Printed
Name:___________________________

This Easement is accepted and approved as of this_____________day of ____________ , 2023.

GRANTEE:
CITY OF COLUMBIA FALLS

By:
Name: Susan Nicosia
Title: City Manager

ACKNOWLEDGEMENT

STATE OF MONTANA)
) ss.
County of Flathead)

On this ______ day of____________________, 2023, before me, the undersigned, a Notary Public for the State of Montana, personally appeared SUSAN NICOSIA known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

Notary Public for the State of Montana

____

LEGAL DESCRIPTION OF EASEMENT AREA

SUBDIVISION PLAT OF SUNSHINE REVISITED NO. 3

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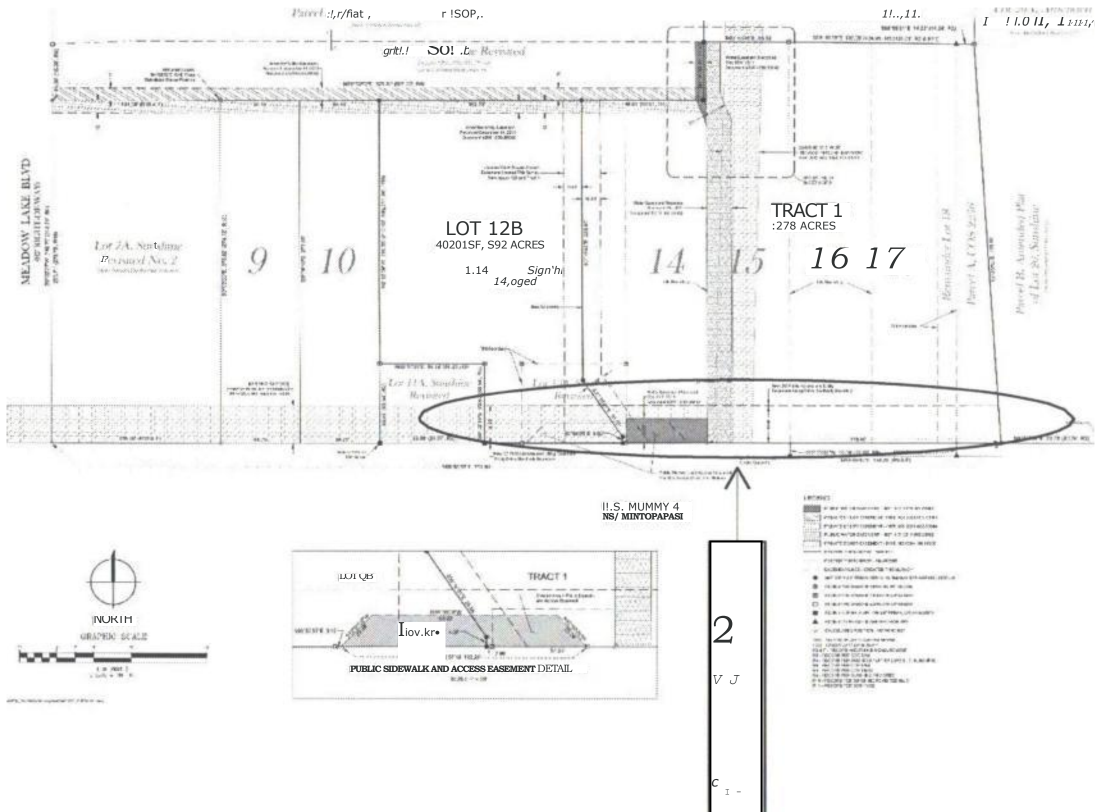
SURVEY MADE AT THE REQUEST OF COTTAGE APARTMENTS, MC, rr BEING THEIR DESIRE TO RELOCATE AND AGORIMIATE THE COMMON BOUNDARIES BETWEEN ADJACENT PROPERTIED



Cushing
Terrell

STATE OF MONTANA
CITY OF COLUMBIA FALLS
BOUNDARY RELOCATION SURVEY

2 OF 2

Public Access and Utility Easement
Cottage Apartments, LLC to
City of Columbia Falls

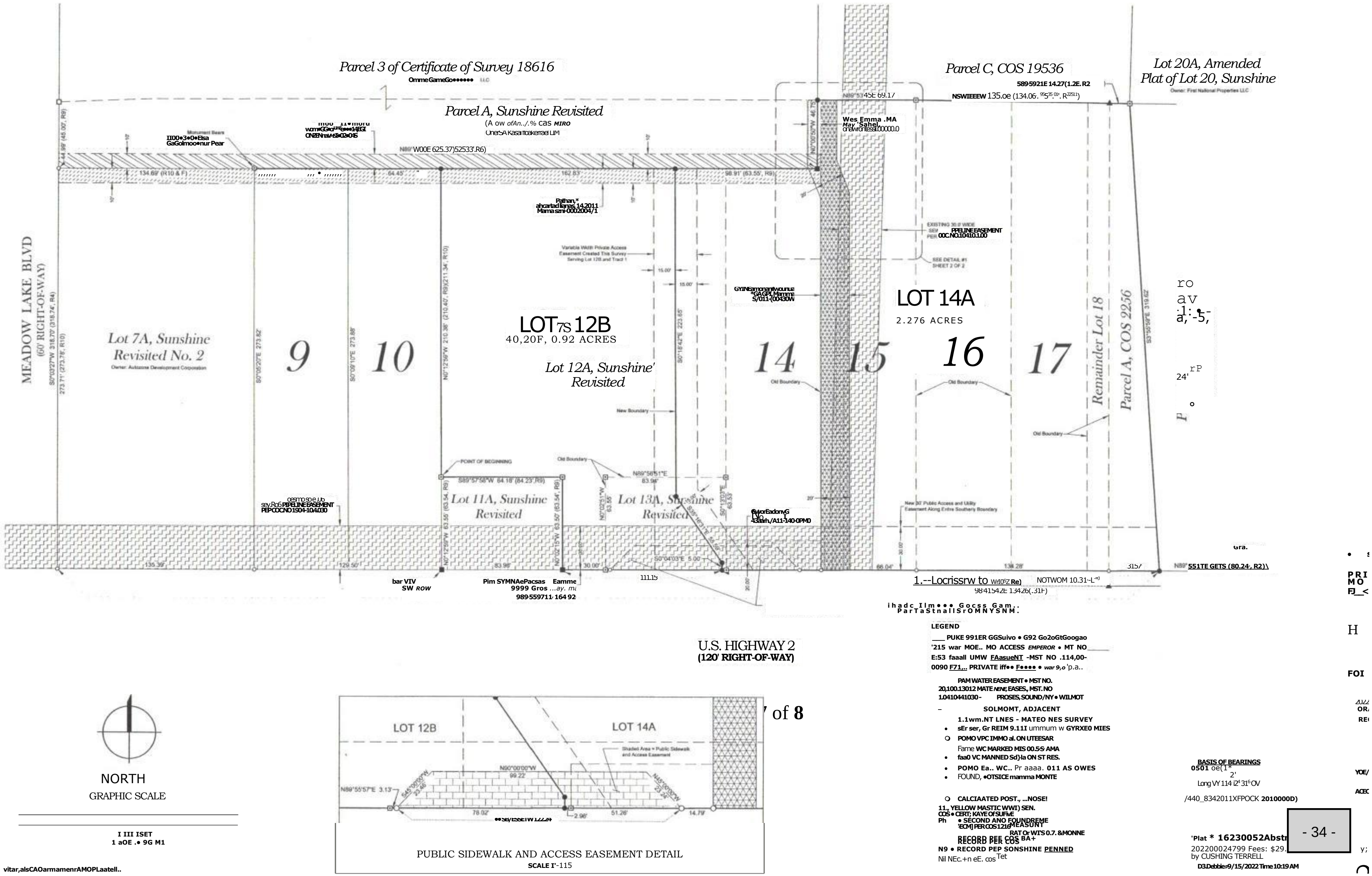
Sidewalk Easement

Item No.6.

SUBDIVISION PLAT OF SUNSHINE REVISITED NO. 3

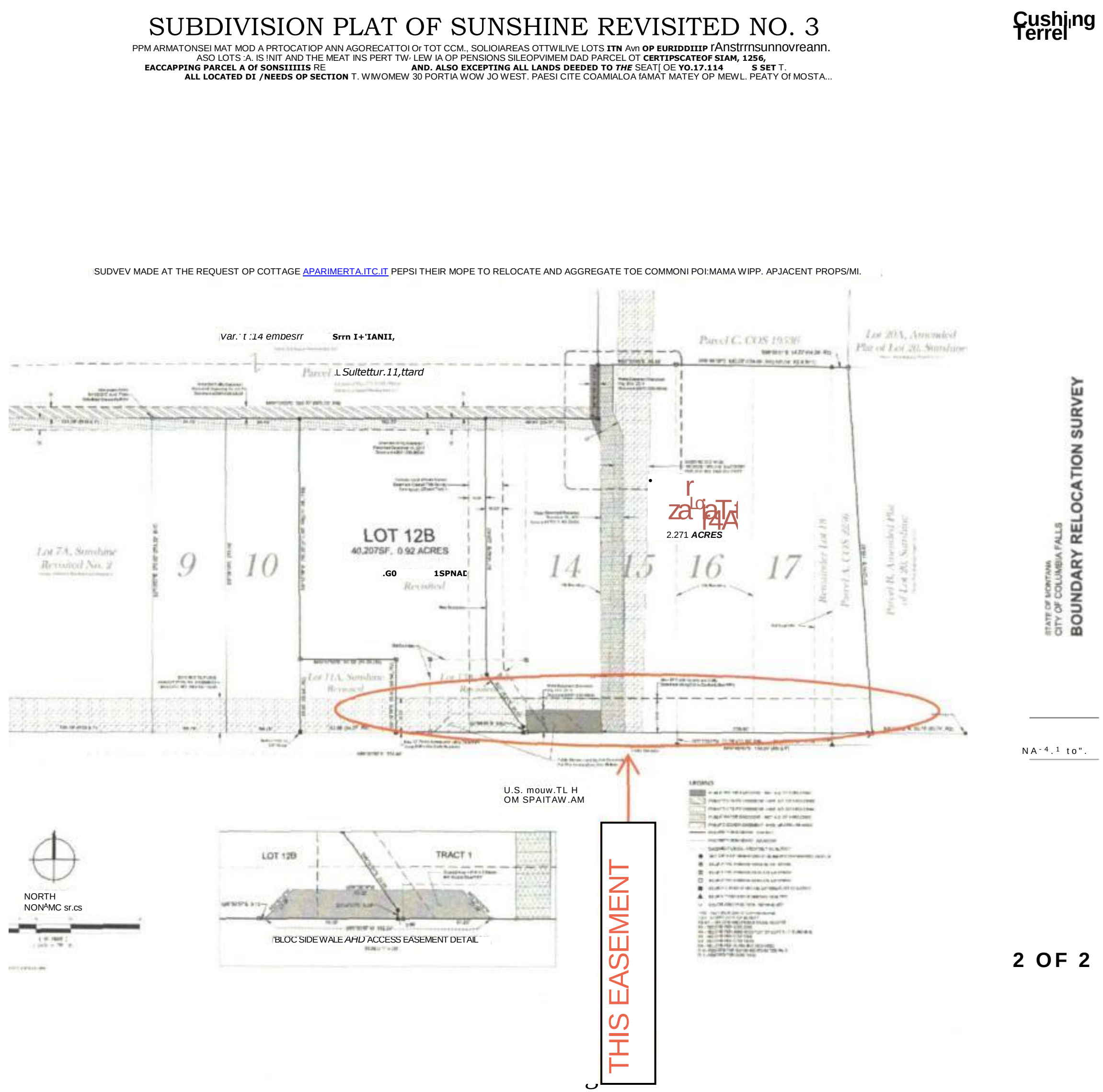
BEING AN AMENDED PLAT AND A RELOCATION AND AGGREGATION OF THE COMMON BOUNDARIES BETWEEN LOTS 12A AND 13A OF SUNSHINE REVISITED SUBDIVISION, AND LOTS 14, 15, 16, 17, AND THE WEST 15.2 FEET OF LOT 18 OF SUNSHINE SUBDIVISION, AND PARCEL A OF CERTIFICATE OF SURVEY 2256, EXCEPTING PARCEL A OF SUNSHINE REVISITED AND, ALSO EXCEPTING ALL LANDS DEEDED TO THE STATE OF MONTANA FOR U.S. HWY 2, ALL LOCATED IN THE S 1/2 OF SECTION 7, TOWNSHIP 30 NORTH, RANGE 20 WEST, P.M.,M., CITY OF COLUMBIA FALLS, COUNTY OF FLATHEAD, STATE OF MONTANA.

SURVEY MADE AT THE REQUEST OF THE OWNER, COTTAGE APARTMENTS, LLC, IT BEING THEIR DESIRE TO RELOCATE AND AGGREGATE THE COMMON BOUNDARIES BETWEEN ADJACENT PROPERTIES.



Item No.6.

LEGAL DESCRIPTION OF EASEMENT AREA



Public Access and Utility Easement
Cottage Apartments, LLC to
City of Columbia Falls

Sidewalk Easement

When Recorded, Return To:
City of Columbia Falls
130 6th Street West
Columbia Falls, MT 59912

EASEMENT
(Sidewalk)

THIS **"EASEMENT"** is made effective and is entered into by and between **COTTAGE APARTMENTS, LLC,** a Montana limited liability company, whose address is 76 KINDSFATHER DR LIVINGSTON MT 59047, hereinafter referred to as **"Grantor",** and **CITY OF COLUMBIA FALLS,** whose address is 130 6th Street West, Room A, Columbia Falls, MT 59912, hereinafter referred to as **"Grantee".**

RECITALS:

Grantor, for and in consideration of the faithful observance and strict performance of the terms and conditions hereof, hereby grants to Grantee an exclusive easement and right of way, located along a portion of the southern boundary of Lot 12B and Lot 14A of Subdivision Plat of Sunshine Revisited No. 3 in the City of Columbia Falls, Flathead County, Montana according to the map or plat thereof on file or of record, and shown thereon as Public Sidewalk and Access Easement Detail (herein referred to as the **"Easement Area");** copy of said plat is shown in Exhibit A, attached hereto and by this reference being made a part hereof, which plat depicts the Easement Area.

AGREEMENT:

It is mutually understood and agreed that Grantor has granted this Easement and Grantee has accepted the same, subject to and upon the following reservations, terms, conditions, covenants and agreements:

1. **Purpose.** Grantee shall have the right privilege and authority to use the Easement Area to construct, maintain, inspect, repair, remove, replace, use, a public sidewalk, along with any upgrades or improvements Grantee deems necessary to maintain the integrity of such sidewalk and prevent damage to any adjoining public sidewalk or right of way (herein collectively the **"Sidewalk").** For the avoidance of doubt, the Grantor shall, in accordance with City Code, remain solely responsible for keeping the sidewalk located within the Easement Area clear of all obstructions, nuisances, and snow and ice.

2. Crossing of Lands. Grantor reserves the right to cross and re-cross said Easement Area on grade or otherwise, by any means for any purpose, and further reserves the right to use the lands occupied by the Sidewalk in a manner that will not unreasonably interfere with the rights granted Grantee hereunder or that will, with reasonable certainty, cause any damage to the Sidewalk. Grantee specifically acknowledges that the portion of the Easement Area traversed by Grantor's driveway(s) will be used by Grantor for ingress and egress to and from U.S. Highway 2 and that such use, and the necessary improvements related thereto, are permitted and acceptable to Grantee. Grantee shall not block or otherwise impede Grantor's use of such driveway portions of the Easement Area for ingress and egress to U.S. Highway 2.

3. Third Parties. Grantee shall not have the right to grant the use of said Easement Area or provide rights under this Easement to any other person, partnership, cooperative, association or corporation for any purpose. Specifically, the use of said Easement Area by a party other than Grantee, the general public for use as a sidewalk, or the Grantee's duly authorized agents or subcontractors, shall require a separate grant of rights from Grantor.

4. Ingress and Egress. Grantee shall, at all times, have ingress to and egress from the Sidewalk over and across the portion of Grantor's land adjacent to the Easement Area that is reasonably necessary for the purposes of exercising all of the rights herein granted.

5. Assumption of Liability. In the exercise of the rights granted hereunder to Grantee, Grantee shall make every effort to avoid damage to Grantor's real or personal property within and adjacent to said Easement Area. Grantee shall be liable and hereby covenants to pay for all loss or damage to Grantor's real or personal property that is caused by or results from any act or omission to act, of Grantee, its employees and agents in the operation, maintenance, repair, reconstruction of the Sidewalk, whether negligent or otherwise. Likewise, Grantor shall be liable and hereby covenants to pay for all loss or damage to Grantee's Sidewalk that is caused by or results from any act or omission to act, of Grantor, its employees and agents in the use of the Easement Area as described in Section 2 of this Easement, whether negligent or otherwise.

6. Release of Claims/Liability. Except as otherwise provided herein, Grantee expressly releases Grantor from any and all claims for damage to the Sidewalk pursuant to the rights granted herein arising from any operation of Grantor on its said property; provided, that in conduct of any such operation, Grantor shall use reasonable care to avoid causing such damage, it being expressly understood that this provision does not release Grantor from any claim for damages caused by its negligence or intentional misconduct. Grantor does not assume any liability for damages or injuries caused by or resulting from acts or omissions by other than Grantor, its employees, agents, and contractors. Grantee agrees to indemnify, defend and hold harmless Grantor, its tenants, subtenants, agents, contractors, and employees from and against any and all liability, claims, damages, expenses (including reasonable attorneys' fees including on appeal), judgments, proceedings and causes of action for injury to or death of any person or damage to or destruction of any property resulting from the exercise of the rights granted herein and/or the use of the Easement Area by the indemnifying Owner except to the extent caused by the negligence or intentional action or omission of Grantor or its tenants, subtenants, agents, contractors, or employees.

7. Grantee's Agents. Subject to Section 3 hereof, any independent contractor or subcontractor engaged by Grantee to perform services relating to the rights held by Grantee herein shall, as between the parties hereto, be deemed to be the agent of Grantee.

8. Successor and Assigns. This Easement, and all of the rights and obligations herein, shall run with the land, inure to the benefit of, and be binding upon, the respective successors and assigns of the parties hereto.

9. Attorneys' Fees. In the event legal action, including litigation, is undertaken to interpret or enforce any aspect of this Easement, the prevailing party shall be entitled to reasonable attorneys' fees and court costs.

10. Modification. Any modifications of this Easement or additional obligation assumed by either party in connection with this Easement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

(Signatures and acknowledgements appear on following pages)

IN WITNESS, WHEREOF, said Grantor has executed, and Grantee has accepted this Easement this ________ day of____________, 2023.

GRANTOR:
COTTAGE APARTMENTS, LLC,
a Montana limited liability company

____
By: _______________________
Name: _______________________
Title:

ACKNOWLEDGEMENT

STATE OF MONTANA)
) ss.
COUNTY OF FLATHEAD)

On this _______ day of ___________________, 2023 before me, the undersigned, a Notary Public in and for the State of Montana, duly commissioned and sworn, personally appeared to me known to be the person who signed as ____ of Cottage Apartments, LLC, a Montana limited liability company, and acknowledged said instrument to be the free and voluntary act and deed of such party for the uses and purposes therein mentioned, and on oath stated that he / she was authorized to execute said instrument on behalf of the company.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

____

Notary Public in and for the State of Montana
My Commission Expires: ______________________ Printed Name

This Easement is accepted and approved as of this ____________ day of________________ , 2023.

GRANTEE:
CITY OF COLUMBIA FALLS

____

By:
Name: Susan Nicosia
Title: City Manager

ACKNOWLEDGEMENT

STATE OF MONTANA
) ss.
County of Flathead

On this _____ day of ________________________, 2023, before me, the undersigned, a Notary Public for the State of Montana, personally appeared SUSAN NICOSIA known to me to be the persons whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same. ____

Notary Public for the State of Montana
My Commission Expires:

Printed Name

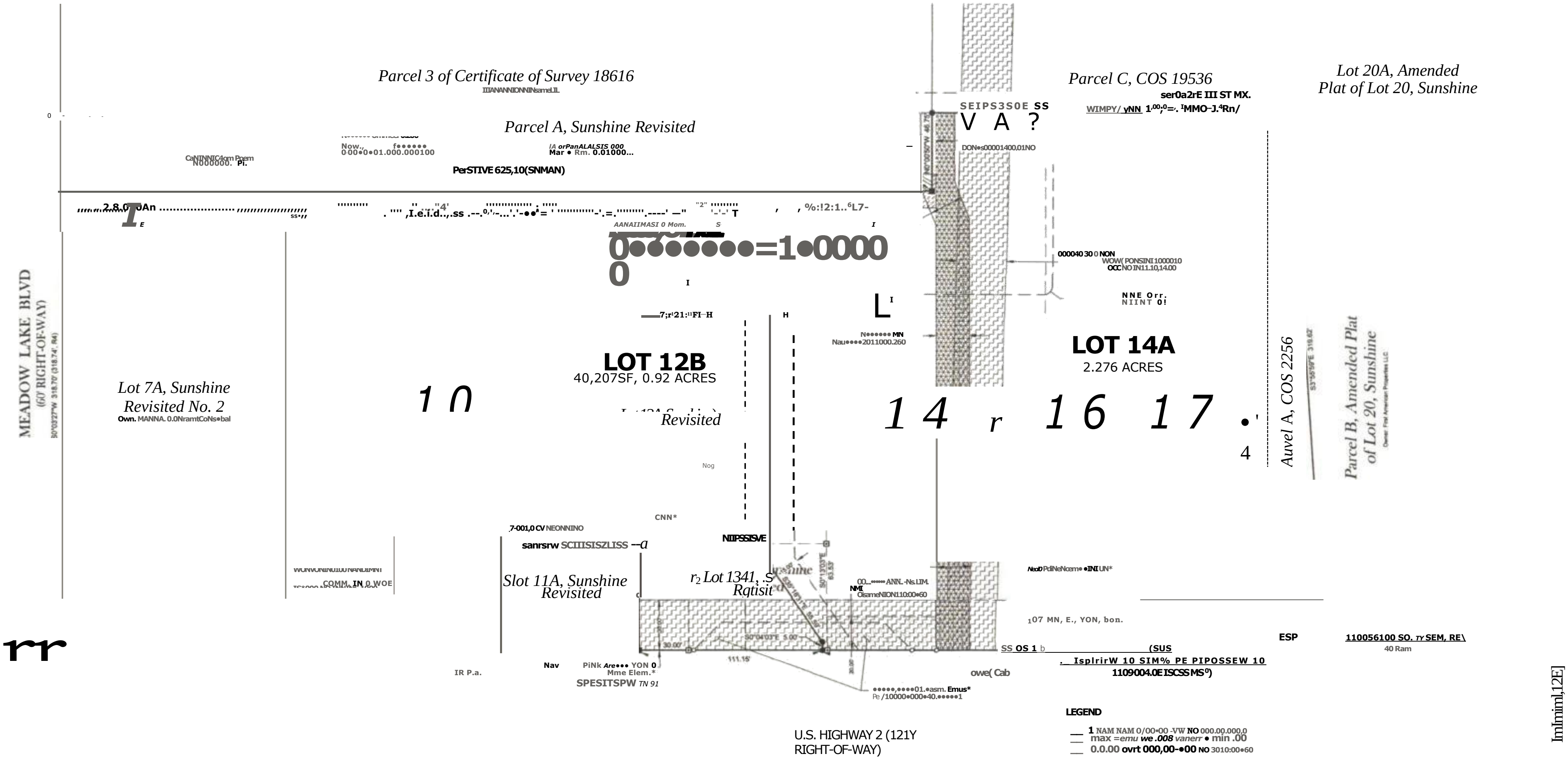
____

Item No.7.

SUBDIVISION PLAT OF SUNSHINE REVISITED NO. 3

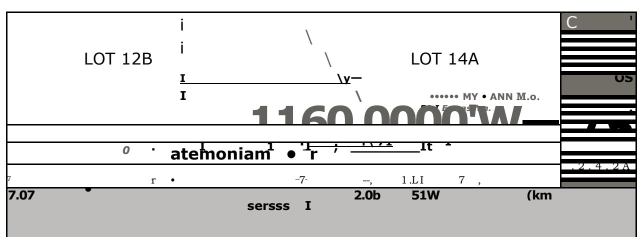
BEING AN AMENDED PLAT AND A RELOCATION AND AGGREGATION OF THE COMMON BOUNDARIES BETWEEN LOTS 12A AND 13A OF SUNSHINE REVISITED SUBDIVISION, AND LOTS 14, 15, 16, 17, AND THE WEST 15.2 FEET OF LOT 18 OF SUNSHINE SUBDIVISION, AND PARCEL A OF CERTIFICATE OF SURVEY 2256, EXCEPTING PARCEL A OF SUNSHINE REVISITED AND, ALSO EXCEPTING ALL LANDS DEEDED TO THE STATE OF MONTANA FOR U.S. HWY 2, ALL LOCATED IN THE S 1/2 OF SECTION 7, TOWNSHIP 30 NORTH, RANGE 20 WEST, P.M.,M., CITY OF COLUMBIA FALLS, COUNTY OF FLATHEAD, STATE OF MONTANA.

SURVEY MADE AT THE REQUEST OF THE OWNER, COTTAGE APARTMENTS, LW, IT BEING THEIR DESIRE TO RELOCATE AND AGGREGATE THE COMMON BOUNDARIES BETWEEN ADJACENT PROPERTIES.



NORTH

GRAPHIC SCALE



PUBLIC SIDEWALK AND ACCESS EASEMENT DETAIL

SCALE 0 .20

LEGEND

Page 6 of 6

CITY OF COLUMBIA FALLS
NOTICE OF PUBLIC HEARING
Notice of Abandonment of Public Way

NOTICE IS HEREBY GIVEN to all persons that a petition has been filed with the City Council of the City of Columbia Falls, Montana, requesting the abandonment, discontinuance and vacating of certain public way in the City of Columbia Falls, Montana, more particularly described as follows:

A 10’ strip of 1st Ave West adjacent to Lot 10A and 6A, Block 59. Abandonment of the 10’ strip of street right-of-way will allow the adjacent property owners to improve public safety. The abandonment will be subject to the rights of the City or any other public utility to access, operate and maintain any public utilities currently located within the right of way.

The City Council of Columbia Falls is scheduled to act on said petition at the regular meeting of the City Council at 7:00 p.m., on February 21, 2023 in the Council Chambers, 130 6th Street West, Columbia Falls, Montana, at which time and place all persons desiring to be heard on said matter may appear and offer comments on the proposed abandonment. Written comments may be addressed to the City Clerk, 130 6th Street West, Room A, Columbia Falls, Montana 59912 prior to the hearing.

DATED THIS 6TH DAY OF FEBRUARY, 2023.

Barb Staaland
Barb Staaland, City Clerk

Publish: Daily Interlake Wednesday, February 8th and 15th, 2023

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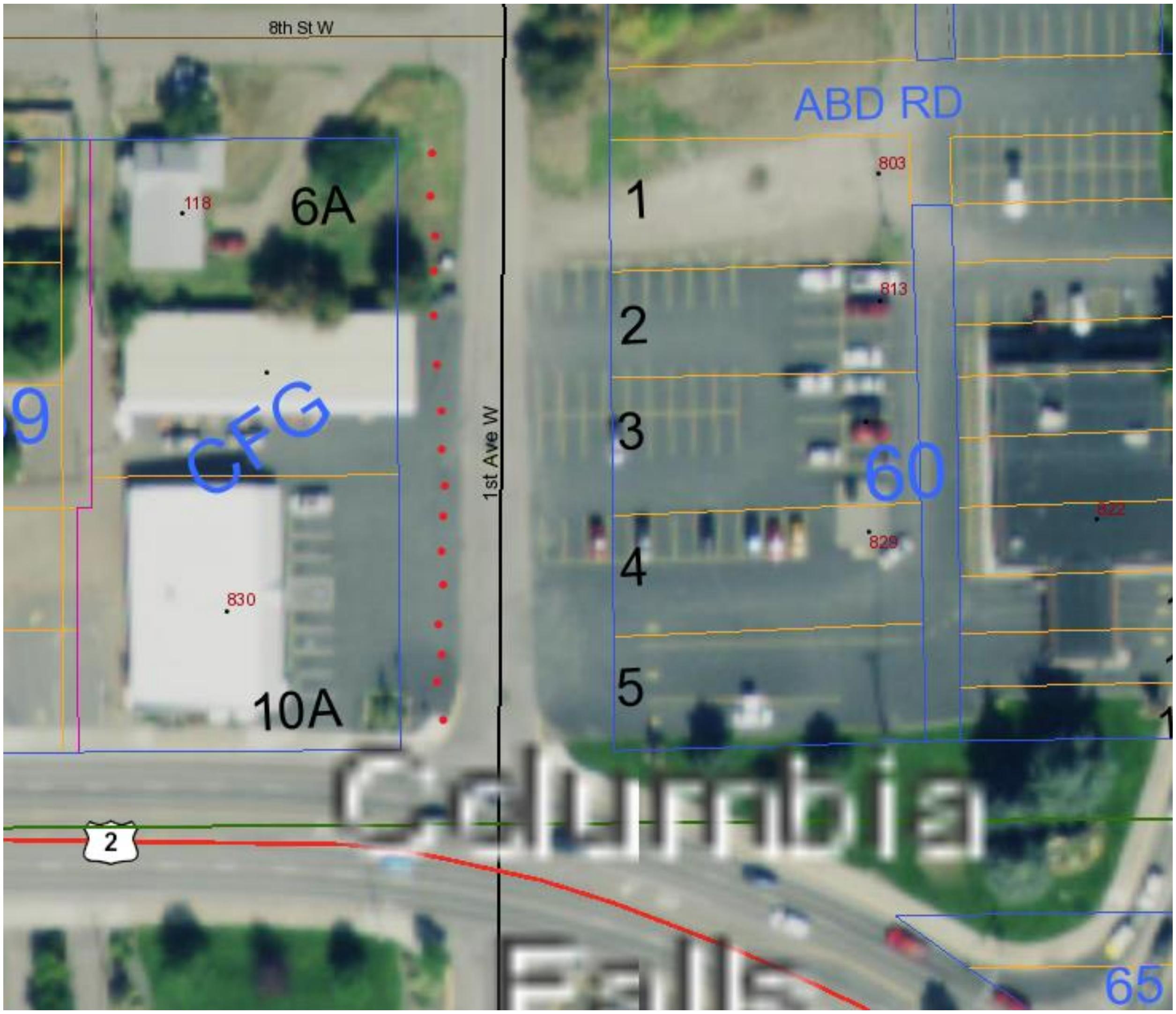

The City received a petition from the property owners of Lots 10A and 6A, Block 59 to abandon 10' of the 70' platted ROW to increase public safety. The owners wish to work with the City to install curb/gutter/sidewalk adjacent to their property including on 8th St W.
The City completed an engineering U-Dig and did not find any utilities installed within the 10' to be abandoned. The request was reviewed with the Public Works Director and he is in agreement. The City is not currently pursing any change to the east side adjacent to Block 60 as Glacier Bank will be building/remodeling in the future.

City staff requests Council approval to call for the hearing.

Columbia Falls Police Department
Monthly Activity Report
January 2023

Police	January					5 Year Average
	2023	2022	2021	2020	2019	
Arrests (Total)	24	13	34	32	30	27
Adult	18	10	30	24	26	22
Juvenile	6	3	4	8	4	5
Accidents Investigated	10	16	12	13	17	14
Stolen Property (Value)	5566	7541	59	33610	11024	11560
Stolen Property (Recovered)	236	27511	27	8	0	5556
Criminal Mischief (Incidents)	5	8	2	12	2	6
Damage Amount	1600	3301	480	853	1699	1587
Misdemeanor Citations Issued	65	66	207	116	119	115
Traffic Offenses	53	57	188	109	113	104
Cell Phone Viol.	1	0	57	30	4	18
DUI Offenses	3	1	7	2	0	3
Drug Offenses	0	2	4	3	3	2
Traffic Stops	138	104	258	235	285	204
Court Fines and Forfeitures	10042	12686	16503	17258	14953	14288
Miles Patrolled	6260	7344	7408	7445	8483	7388
911 Phone Calls	121	99	133	141	95	118
Incident Reports	718	688	889	896	960	830
Domestic Abuse/Assault/Disorderly	27	22	31	33	28	28
Felony Investigations/Arrests	6	9	9	12	6	8
Buisness Checks	68	54	65	64	55	61
Welfare Checks	10	11	5	8	5	8
Citizen Assist	47	58	60	67	71	61
Agency Assist	43	35	36	36	51	40

CITY OF COLUMBIA FALLS
CORRESPONDENCE LIST
COUNCIL MEETING
February 21, 2023

02/06/23 Email from Roy Teal – To deny Tamarack Meadows

02/06/23 Notice from Glacier National Park – Proposing New Advance Reservation System for Wilderness Camping Permits

02/15/23 Email from Matt Padgett – Statistic correction from the 02/14/23 Planning Board Meeting