



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

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

**CITY COUNCIL REGULAR MEETING
AGENDA
TUESDAY, SEPTEMBER 08, 2020
COUNCIL CHAMBERS CITY HALL**

FINANCE COMMITTEE – 6:30 P.M

(Barnhart, Shepard, Fisher)

NOTE: Regular Meeting will be held in the Council Chambers as well as by virtual meeting to provide for social distancing. Contact City Clerk Barb Staalnd to register for ZOOM meeting access information. Email: staalndb@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 - September 8, 2020 - \$61,507.61
- [2.](#) Approval of Special Claim - August 24, 2020 - \$25.00
- [3.](#) Approval of Payroll Claims - September 4, 2020 - \$121,697.95
- [4.](#) Approval of Payroll Claims - August 21, 2020 - \$87,252.05
- [5.](#) Approval of Payroll Claims - Aug 28 2020 - Clothing Allowance/Special Stipends - \$17,763.02
- [6.](#) Approval of August 17, 2020 Regular Council Meeting Minutes
- [7.](#) Approval of STEP Agreement between MT DOT and City of Columbia Falls - Oct 1, 2020 - Sept 30, 2021

VISITORS/PUBLIC COMMENT (Items not on agenda)

NOTICE OF PUBLIC HEARINGS/PUBLIC HEARINGS:

- [8.](#) **Public Hearing - September 8, 2020:** The Columbia Falls City-County Planning Board held a public hearing for the following item at their regular meeting on Tuesday, August 11th, 2020 at 6:30

p.m. at the Council Chambers of City Hall, 130 6th Street West, Columbia Falls, Montana. The Columbia Falls City Council will hold a subsequent hearing on Tuesday, September 8, 2020 starting at 7:00 p.m. in the same location. Both hearings will be conducted in accordance with the most current recommended and/or required public health and safety protocols in place at the time of the hearing. The City website, <https://cityofcolumbiafalls.org>, will contain updated information if there is any change to the planned hearings.

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

Ruis Holdings 540 Nucleus Ave LLC is requesting an Amendment to their Planned Unit Development overlay for the property located at 540 Nucleus Avenue which was the former Bank of Columbia Falls site. The owner is amending the PUD to remove the planned three story south building and will instead remodel the former bank building instead of removing and replacing with a new building at this time. In addition, the owner is amending the north building to allow ground floor residential condominiums on the back half of the building but retaining retail/office space on the front half ground floor. The PUD is proposing two options for 48 parking spacing to serve the site. Option A would construct below grade parking under the north building. The second option would be to construct at grade parking where the old bank offices were located along 1st Avenue West. As with the original PUD, the building height for the north building will be 42'-8" to the top of the roof. The proposed development otherwise conforms to all of the zoning requirements. The property is described as Lots 1-15, Block 37, Columbia Falls Townsite in Section 8, Township 30 North, Range 20 West, P.M.M., Flathead County. Persons are allowed to attend the hearing(s), subject to the most recent public gathering restrictions enacted by County and State agencies at or prior to the time of the hearing. Persons are encouraged to submit written comments prior to the meeting. Written comments carry the same weight as public testimony given during the hearing. Written comments may be sent to Columbia Falls City Hall, Attention: Barb Staaland, City Clerk, 130 6th Street West, Room A, Columbia Falls, MT 59912 or via email: staalandb@cityofcolumbiafalls.com. For more information on the proposed conditional use, please call Eric Mulcahy, Columbia Falls City Planner at 755-6481.

A. Adopt Staff Report CPUD-20-03 as Findings of Fact

B. Approve PUD with Conditions

9. Public Hearing Continued - Preliminary Budget Hearings Continued until 2020-21 FY Budget is Adopted:

Preliminary Budget

Presentation and Consideration of the preliminary budget for fiscal year beginning July 1, 2020 and ending June 30, 2021. This hearing will be continued until final adopting of the budget after receiving the certified taxable valuation.

Taxpayers are encouraged to attend the hearings and give written or oral comments on any or all of the budget-related items. Written comments may be mailed to the City Clerk, 130 6th Street

West, Columbia Falls, MT 59912. Questions regarding the proposed items can be made by contacting City Manager Susan Nicosia at (406) 892-4391.

ORDINANCES / RESOLUTIONS:

- [10.](#) Resolution # 1829 - Relating to \$675,000 Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2020; Authorizing the Issuance and Fixing the Terms and Conditions Thereof
- [11.](#) Resolution # 1830 - A Resolution of the City of Columbia Falls, Montana, Levying Assessments Upon Property within Special Improvement Districts to Defray the Cost of Said Special Improvement Districts for the Fiscal Year 2020-21
- [12.](#) Resolution # 1831 - A Resolution of the City Council of the City of Columbia Falls, Montana, Redefining the Area Included Within the Columbia Falls Street Maintenance District and Method of Assessment
- [13.](#) Resolution # 1832 - A Resolution of the City Council of the City of Columbia Falls, Montana, Setting and Adopting the Mill Levies on All Real and Personal Property Within the City of Columbia Falls; Approving Special Levies for Special Purposes on Property Within the City of Columbia Falls for the 2020-21 Fiscal Year
- [14.](#) **First Reading - Ordinance # 804** - An Ordinance of the City Council of the City of Columbia Falls, Montana, Amending the Columbia Falls Zoning Map to Allow the Development of an Amended Planned Unit Development (PUD) Overlay at 540 Nucleus Avenue Further Described as Lots 1 – 15 of Block 37 Of Columbia Falls Townsite In Section 8, Township 30 North, Range 20 West, P.M.M., Flathead County, Montana

REPORTS / BUSINESS FROM MAYOR & COUNCIL

CITY MANAGER REPORT

- [15.](#) City Manager's Report/Update

CITY ATTORNEY REPORT

MISCELLANEOUS

- [16.](#) Fire Chief's Activity Report
- [17.](#) Correspondence

ADJOURN

Next Scheduled Meetings:

City Council – Regular Meeting, **September 21st** – 7:00 PM

Planning Board – October 13th - 6:30 PM

09/03/20
17:24:51

CITY OF COLUMBIA FALLS
Claim Approval List
For the Accounting Period: 8/20

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Report ID: AP100V

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
40959		3061 406 INNOVATIVE SOLUTIONS LLP	1,554.81					
	081220	08/12/20 POOL-OUTDOOR SHWRS INSTALL	1,554.81*			1000 460445	240	101000
		Total for Vendor:	1,554.81					
40947		999999 BIGGS, DANIEL AND YATES, GINA	141.86					
18	DIANE RD APT F							
	08167.06-1	08/24/20 WTR-DEP RETURN 08167.06-10	141.86			5210 214010		101000
		Total for Vendor:	141.86					
40931		1896 BORDER STATES ELECTRIC SUPPLY	208.16					
	920475224	08/11/20 SWR-24VDC POWER SUPPLY	208.16*			5310 430600	220	101000
		Total for Vendor:	208.16					
40928		184 CENEX HARVEST STATES COOP	2,998.00					
10/01/20	THROUGH 04/30/21	PROPANE SALES CONTRACT #4259						
	314397 080	08/04/20 FD-2000 GALLONS PROPANE	2,998.00*			1000 420400	344	101000
		Total for Vendor:	2,998.00					
40957		3028 CENTURYLINK - BUSINESS SERVICES	1,140.72					
ACCT	89094171							
	141519005	08/20/20 ADMIN-07/20-08/19/20 VOIP	39.60*			1000 410400	345	101000
	141519005	08/20/20 FIN-07/20 TO 08/19/20 VOIP	125.35*			1000 410500	345	101000
	141519005	08/20/20 COMP- PORT 07/20 TO 08/19/20	400.00*			1000 410580	345	101000
	141519005	08/20/20 PD-07/20 TO 08/19/20 VOIP	198.00*			1000 420100	345	101000
	141519005	08/20/20 FD-07/20 TO 08/19/20 VOIP	64.27*			1000 420400	345	101000
	141519005	08/20/20 07/20 TO 08/19/20 VOIP	19.80*			2394 420500	345	101000
	141519005	08/20/20 WTR-07/20 TO 08/19/20 VOIP	42.90*			5210 430500	345	101000
	141519005	08/20/20 SWR-07/20 TO 08/19/20 VOIP	42.90*			5310 430600	345	101000
	141519005	08/20/20 STRS-07/20 TO 08/19/20 VOIP	9.90*			2500 430200	345	101000
	141519005	08/20/20 CRTS-07/20 TO 08/19/20 VOIP	198.00*			1000 410360	345	101000
		Total for Vendor:	1,140.72					
40940	E	997 CENTURYLINK - ELECTRONIC PAY	812.16					
	081820	08/18/20 CRTS-AUG 18-TO SEPT 17, 20 PHO	31.64*			1000 410360	345	101000
	081820	08/18/20 FIN-AUG 18 TO SEPT 17,20 PHONE	60.46*			1000 410500	345	101000
	081820	08/18/20 PD-AUG 18 TO SEPT 17, 20 PHONE	129.43*			1000 420100	345	101000

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	081820	08/18/20 FD-AUG 18 TO SEPT 17, 20 PHONE	-56.79*			1000		420400	345		101000
	081820	08/18/20 POOL-AUG 18 TO SEPT 17, 20 PHO	62.86*			1000		460445	345		101000
	081820	08/18/20 STRS-AUG 18 TO SEPT 17, 20 PHO	135.67*			2500		430200	345		101000
	081820	08/18/20 WTR-AUG 18 TO SEPT 17, 20 PHON	199.78*			5210		430500	345		101000
	081820	08/18/20 SWR-AUG 18 TO SEPT 17, 20 PHON	249.11*			5310		430600	345		101000
		Total for Vendor:	812.16								
40963		2872 CINTAS FIRST AID & SAFETY	58.21								
	5028574157	08/31/20 STRS-NTRL L & XL GLOVES	58.21*			2500		430200	220		101000
		Total for Vendor:	58.21								
40956		14 CITY OF COLUMBIA FALLS	4,247.09								
	082420	08/24/20 FAC-07/17/20 TO 08/18/20	405.71*			1000		411200	342		101000
	082420	08/24/20 FD-07/17/20 TO 08/18/20	44.54*			1000		420400	342		101000
	082420	08/24/20 PRKS-07/17/20 TO 08/18/20	3,004.54*			1000		460400	342		101000
	082420	08/24/20 POOL-07/17/20 TO 08/18/20	471.64*			1000		460445	342		101000
	082420	08/24/20 STRS-07/17/20 TO 08/18/20	109.09*			2500		430200	342		101000
	082420	08/24/20 WTR-07/17/20 TO 08/18/20	67.62*			5210		430500	342		101000
	082420	08/24/20 SWR-07/17/20 TO 08/18/20	143.95*			5310		430600	342		101000
		Total for Vendor:	4,247.09								
40971		1145 CITY OF WHITEFISH BUILDING	4,084.60								
	August 2020	Building permit.									
	August 08/31/20	08/20 Building permits	3,233.10*			2394		420500	398		101000
	August 08/31/20	08/20 Electrical permits	130.00*			2394		420500	398		101000
	August 08/31/20	08/20 Mechanical permits	499.20*			2394		420500	398		101000
	August 08/31/20	08/20 Plumbing permits	222.30*			2394		420500	398		101000
		Total for Vendor:	4,084.60								
40961		3026 DAILY INTER LAKE	105.83								
	I00402148	08/24/20 AUDIT FISCAL YR 6/30/2019	105.83*			1000		410500	331		101000
		Total for Vendor:	105.83								
40932		3046 DLT SOLUTIONS, LLC	2,153.07								
	4868402A	08/17/20 SWR-3D CAD ANNUAL SUB RENEWA	538.27*			5310		430600	355		101000
	4868402A	08/17/20 WTR-3D CAD ANNUAL SUB RENEWA	538.27*			5210		430500	355		101000
	4868402A	08/17/20 STRS-3D CAD ANNUAL SUB RENEW	807.40*			2500		430200	355		101000

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	4868402A	08/17/20 FAC-3D CAD ANNUAL SUB RENEWA	269.13*			1000		410580	355		101000
		Total for Vendor:	2,153.07								
40934		3045 DUDE SOLUTIONS, INC	4,650.75								
		SOURCEWELL CONTRACT#110515-SDI ASSET ESSENTIALS ANNUAL SUBSCRIPTION									
	INV-74348	08/01/20 SWR-ASSET ESS 10/1/20-9/30/	2,790.45*			5310		430600	355		101000
	INV-74348	08/01/20 WTR-ASSET ESS 10/1/20-9/30/	1,860.30*			5210		430500	355		101000
		Total for Vendor:	4,650.75								
40969		2589 FASTSIGNS WHITEFISH	3,218.12								
		RED BRIDGE, JULIE'S PARK, (2)MATENTETTE, RAILROAD, (2) COLUMBUS, (2) FENHOLT, (2) PINWOOD, HOERNER, WILDCAT, (2) HORINE, WELCOME PRK, FALLS PARK, CLARE									
	489-18594	09/01/20 PRKS-DESIGN,INSTALL NEW PAR	2,206.45*			1000		460400	220		101000
	489-18594	09/01/20 FAC-Install sign city hall	1,011.67*			1000		411200	399		101000
		Total for Vendor:	3,218.12								
40958		438 FERGUSON WATERWORKS	4,977.02								
	0754673	08/21/20 WTR-20 Units LF 3/4S IPERL 10	3,146.00*			5210		430500	230		101000
	CM060778	07/09/20 WTR-RETURN BALL CORP,CURB BX	-313.97*			5210		430500	230		101000
	0754673	08/21/20 WTR-1 LF 3" OMNI C2 MTR 100 C	2,083.45*			5210		430500	230		101000
	0754673	08/21/20 WTR- FREIGHT	61.54*			5210		430500	230		101000
		Total for Vendor:	4,977.02								
40942	E	2961 FIRST BANKCARD-ELECTRONIC PYMT	2,303.47								
	082320	07/28/20 FIN-REFUND ON PRICING FOR CONF	-115.00			1000		410500	380		101000
	082320	07/28/20 PRKS-PART FOR STRING TRIMMER	15.00*			1000		460400	240		101000
	082320	07/23/20 SWR-C02 CARTRDGES FOR SWR CAME	30.98*			5310		430600	240		101000
	082320	07/28/20 PD-LED FLASHLGH FOR VEH#20	114.89*			1000		420100	212		101000
	082320	07/28/20 PD-LED FLASHLGH FOR VEN#21	114.90*			1000		420100	212		101000
	082320	08/01/20 ADMIN-ICMA MEMBERSHIP RENEWAL	789.00*			1000		410400	335		101000
	082320	07/31/20 PD-BACKGROUND CHECKS ADV D REPO	576.85*			1000		420100	399		101000
	082320	08/04/20 FD-2014 FORD F150 OIL CHANGE	55.31*			1000		420400	361		101000
	082320	08/06/20 FIN-GAAFR2020 EDITION	159.00*			1000		410500	330		101000
	082320	08/20/20 PD-ONLINE SEMINAR CRIME STATS	250.00*			1000		420100	380		101000
	082320	08/13/20 PD-INTERVIEWS BACKSLOPE BREWIN	68.00*			1000		420100	380		101000
	082320	08/20/20 FD-SUBSCRIPTION FOR ACTIVE911	16.80*			1000		420400	390		101000
	082320	08/18/20 STR-NASAL SWAB TEST INV#16642	207.00*			2500		430200	399		101000

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	082320	08/07/20 FIN-TRLBLAZER SCHED BOOK REFUN	-4.40*			1000		410500	210		101000
	082320	08/07/20 WTR-TRLBLAZER SCHED BOOK REFUN	-4.40*			5210		430500	210		101000
	082320	08/07/20 SWR-TRLBLAZER SCHED BOOK REFUN	-4.39*			5310		430600	210		101000
	082320	08/07/20 FAC-TRLBLAZER SCHED BOOK REFU	-2.20*			1000		411000	210		101000
	082320	08/07/20 BLDG-TRLBLAZER SCHED BOOK REFU	-2.20*			1000		411200	210		101000
	082320	08/07/20 FIN-2020-2021 TRLBLZR SCHED BO	38.33*			1000		410500	210		101000
		Total for Vendor:	2,303.47								
40966		1892 FLATHEAD COUNTY	75.00								
		TRACTS 4BABAA AND 4BAVB IN 05/30/20									
	5186	08/26/20 CERT OWNR-B& B HOERNER	75.00*			1000		411000	390		101000
		Total for Vendor:	75.00								
40923		22 FLATHEAD COUNTY CLERK & RECORDER	5.00								
	982282	08/05/20 WTR-LIEN DOC DECKER, LISA	5.00*			5210		430500	331		101000
		Total for Vendor:	5.00								
40967		24 FLATHEAD COUNTY TREASURER	645.00								
		Driver's License Reinstatements-No Report this month.									
	AUG 2020	08/31/20 AUG 2020-TECH SURCHARGE	250.00			1000		212201			101000
	AUG 2020	08/31/20 AUG 2020-LAW ENF ACADEMY	395.00			1000		212201			101000
		Total for Vendor:	645.00								
40960		3019 FLATHEAD PUBLISHING GROUP	937.94								
	I00399474	08/19/20 WTR-PUBLIC WRKS WTR OPTR JO	937.94*			5210		430500	331		101000
		Total for Vendor:	937.94								
40929		999999 GOODWIN, TANI	25.00								
	081420	08/14/20 PRKS-RETURN CLEANING DEPOSIT	25.00			1000		346031			101000
		Total for Vendor:	25.00								
40920		999999 GUNTHER, LINK	109.98								
	081820	08/18/20 WTR-CHAIR REIMBURSEMENT	49.99*			5210		430500	212		101000
	081820	08/18/20 SWR-CHAIR REIMBURSEMENT	50.00*			5310		430600	212		101000
	081820	08/18/20 FIN-GLOVES REIMBURSEMENT COVID	9.99*			1000		410500	220		101000
		Total for Vendor:	109.98								

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40930		1659 HIGH COUNTRY LINEN SUPPLY	210.82					
	0420385	08/17/20 FAC-MATS FOYER, PD ENTRANCE,C	210.82*			1000 411200	224	101000
		Total for Vendor:	210.82					
40951		999999 HOWARD, MIKE	222.63					
13	DIANE RD UNIT 3							
	08174.03	08/25/20 WTR DEP RETURN	222.63			5210 214010		101000
		Total for Vendor:	222.63					
40924		2849 J2 BUSINESS PRODUCTS	1,205.33					
	839709-0	08/12/20 PD-ASSORTED CARTRIDGES HP204	329.51*			1000 420100	210	101000
	839686-0	08/12/20 SWR-HP201X CARTRIDGE TONER	108.49*			5310 430600	210	101000
	839361-0	08/11/20 PLNG-GREEN CARDSTOCK	61.26*			1000 411000	210	101000
	840177-0	08/19/20 FIN-GEL G2 PENS	4.77*			1000 410500	210	101000
	840177-0	08/19/20 WTR-GEL G2 PENS	4.77*			5210 430500	210	101000
	840177-0	08/19/20 SWR-GEL G2 PENS	4.77*			5310 430600	210	101000
	840177-0	08/19/20 PLNG-GEL G2 PENS	2.39*			1000 411000	210	101000
	840177-0	08/19/20 BLDG-GEL G2 PENS	2.39*			2394 420500	210	101000
	840212-0	08/19/20 FD-288 INKJET CARTRIDGES	42.99*			1000 420400	210	101000
	840646-0	08/20/20 FIN-ASSORTED PENS	14.39*			1000 410500	210	101000
	840646-0	08/20/20 WTR-ASSORTED PENS	14.39*			5210 430500	210	101000
	840646-0	08/20/20 SWR-ASSORTED PENS	14.38*			5310 430600	210	101000
	840646-0	08/20/20 PLNG-ASSORTED PENS	7.19*			1000 411000	210	101000
	840646-0	08/20/20 BLDG-ASSORTED PENS	7.19*			2394 420500	210	101000
	840845-0	08/24/20 FIN-AIR DUSTER	1.59*			1000 410500	210	101000
	840845-0	08/24/20 WTR-AIR DUSTER	1.59*			5210 430500	210	101000
	840845-0	08/24/20 SWR-AIR DUSTER	1.58*			5310 430600	210	101000
	840845-0	08/24/20 PNLG-AIR DUSTER	0.79*			1000 411000	210	101000
	840845-0	08/24/20 BLDG-AIR DUSTER	0.79*			2394 420500	210	101000
	841093-0	08/25/20 PRKS-GARBA LINERS,RESTRM CLN	239.08*			1000 460400	224	101000
	841093-0	08/25/20 PRKS-XL NITRILE GLOVES	11.50*			1000 460400	220	101000
	841169-0	08/26/20 FIN-CASH RECEIPT PRINT CARTR	52.92*			1000 410500	210	101000
	841169-0	08/26/20 WTR-CASH RECEIPT PRINT CARTR	52.92*			5210 430500	210	101000
	841169-0	08/26/20 SWR-CASH RECEIPT PRINT CARTR	52.91*			5310 430600	210	101000
	841461-0	08/27/20 PD-CD-R 100 PK, DVD-R 100PK,	150.42*			1000 420100	210	101000
	841480-0	08/27/20 FIN-65# PAPER 8.5 X 11 BRIGH	5.09*			1000 410500	210	101000

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		Invoice #/Inv Date/Description	Line \$		PO #	Fund	Org	Acct	Object Proj Account
	841480-0	08/27/20 WTR-65# PAPER 8.5 X 11 BRIGH	5.09*			5210		430500	210 101000
	841480-0	08/27/20 SWR-65# PAPER 8.5 X 11 BRIGH	5.09*			5310		430600	210 101000
	841480-0	08/27/20 PLNG-65# PAPER 8.5 X 11 BRIG	2.55*			1000		411000	210 101000
	841480-0	08/27/20 BLDG-65# PAPER 8.5 X 11 BRIG	2.54*			2394		420500	210 101000
		Total for Vendor:	1,205.33						
40921		3004 JIFFY LUBE	89.98						
FLEET	123023	CITY OF COLUMBIA FALLS							
	32249594	08/18/20 PD-2017 FORD OIL CHANGE	89.98*			1000		420100	361 101000
		Total for Vendor:	89.98						
40939		2707 KENCO SECURITY AND TECHNOLOGY	82.50						
	2171192	09/01/20 FAC-FIRE HALL	44.00*			1000		411200	366 101000
	2172510	09/01/20 FAC-CITY HALL	38.50*			1000		411200	366 101000
		Total for Vendor:	82.50						
40937		3078 KLJ ENGINEERING LLC	12,667.14						
		Professional Services for the Period Ending 08/15/2020							
	10141721	08/19/20 CF URBAN AREA TRANSP PLAN	12,667.14			1000		410100	399 101000
		Total for Vendor:	12,667.14						
40926		1493 MAHUGH FIRE & SAFETY	623.00						
	92573	08/10/20 FAC-INSPECT,CERTIFY EXTING,VAL	150.00*			1000		411200	390 101000
	92572	08/10/20 PD-INSPECT,CERTIFY EXTING, VAL	161.00*			1000		420100	399 101000
	92587	08/14/20 STRS-INSPECT,CERTIFY EXTING,VA	272.00*			2500		430200	399 101000
	92752	08/24/20 PRKS-INSPECT,CERTIFY EXTINGUIS	8.00*			1000		460400	399 101000
	92753	08/24/20 WTR-INSPECT,CERTIFY EXTINGUISH	32.00*			5210		430500	399 101000
		Total for Vendor:	623.00						
40955		735 MASTER TECH REPAIR	105.50						
	2474310	07/31/20 FD-CARB KIT HONDA 1000	105.50*			1000		420400	360 101000
		Total for Vendor:	105.50						
40962		1247 MURDOCH'S RANCH & HOME KALISPELL	20.50						
	5235/34	07/31/20 PRKS-PREMIKED ENGINE FUEL	35.98*			1000		460400	231 101000
	5235/34	07/31/20 PRKS-GRAY LENS SAFETY GLASSES	17.99*			1000		460400	226 101000
	101504-1	08/31/20 PRKS-ENGINE FUEL DUP PAYMENT	-9.99*			1000		460400	226 101000

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CITY OF COLUMBIA FALLS
Claim Approval List
For the Accounting Period: 8/20

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* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	101504-1	08/31/20 PRKS-GRAY LENS SFTY GLSS DUP	-17.99*			1000 460400	231	101000
	101504-1	08/31/20 PRKS-CLAW PK UP DUP PAYMENT	-5.49			1000 460400	212	101000
		Total for Vendor:	20.50					
40953		52 NAPA AUTO PARTS	151.96					
	9345953	08/04/20 FD-SWITCH ROCKER	18.97*			1000 420400	232	101000
	9341939	07/31/20 SWR-BATTERY	132.99*			5310 430600	240	101000
		Total for Vendor:	151.96					
40964		520 NORCO, INC.	32.20					
	29625762	06/30/20 STRS-CYLINDER 06/01 TO 06/30	10.50*			2500 430200	220	101000
	29864199	07/31/20 STRS-CYLINDER 07/01 TO 07/31	10.85*			2500 430200	220	101000
	30095378	08/31/20 STRS-CYLINDER 08/01 TO 08/31	10.85*			2500 430200	220	101000
		Total for Vendor:	32.20					
40946		132 NORMONT EQUIPMENT COMPANY	1,271.72					
	23433	08/21/20 STRS-EMULSION 1TON	959.00*			2500 430200	471	101000
	23433	08/21/20 STRS-SHOVEL, #2 SQUARE PT SHO	312.72*			2500 430200	212	101000
		Total for Vendor:	1,271.72					
40954		378 NORTH VALLEY AG CENTER	249.90					
	288293	08/19/20 PRKS-FERTILIZER	249.90*			1000 460400	225	101000
		Total for Vendor:	249.90					
40945		162 NORTH VALLEY HOSPITAL	17.33					
	2367900-00	08/16/20 PD-EVIDENCE BLD COLLECTION	17.33*			1000 420100	390	101000
		Total for Vendor:	17.33					
40972		1437 NORTHWESTERN ENERGY	1,169.79					
		SERVICE FROM 07/23/20 TO 08/25/20						
	082720	08/27/20 FAC-NATURAL GAS 07/23 TO 08/25	45.68*			1000 411200	344	101000
	082720	08/27/20 PD-NATURAL GAS 07/23 TO 08/25	16.35*			1000 420100	344	101000
	082720	08/27/20 FD-NATURAL GAS 07/23 TO 08/25	28.05*			1000 420400	344	101000
	082720	08/27/20 STRS-NATURAL GAS 07/23 -08/25	24.80*			2500 430200	344	101000
	082720	08/27/20 WTR-NATURAL GAS 07/23 - 08/25	7.61*			5210 430500	344	101000
	082720	08/27/20 SWR-NATURAL GAS 07/23 TO 08/25	100.37*			5310 430600	344	101000
	090120	09/01/20 POOL-NATURAL GAS 07/23 - 08/25	946.93*			1000 460445	344	101000
		Total for Vendor:	1,169.79					

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CITY OF COLUMBIA FALLS
Claim Approval List
For the Accounting Period: 8/20

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* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
40970		2816 O'REILLY AUTO PARTS	119.99					
	4774-32760	08/31/20 PD-PWR INVERTER	119.99*			1000 420100	232	101000
		Total for Vendor:	119.99					
40936		2932 PIONEER CHEMICAL SUPPLY LLC	98.45					
	9674 08/13/20	POOL-VACUUM,PRESSURE GAUGES	98.45*			1000 460445	240	101000
		Total for Vendor:	98.45					
40950		999999 PRICHARD, LAURA	81.00					
	255 6TH AVE EAST NORTH							
	05079-01 08/24/20	WATER OVERPAYMENT	81.00			5210 214010		101000
		Total for Vendor:	81.00					
40927		336 QUALITY CONTROL SERVICES, INC.	540.00					
	60754 07/24/20	SWR-BALANCE,OVEN,PH METR,SPECT	540.00*			5310 430600	399	101000
		Total for Vendor:	540.00					
40922	E	3008 REPUBLIC SERVICES	180.00					
	0872-00019 07/31/20	PRKS-PINEWOOD PARK-CFALLS	180.00*			1000 460400	399	101000
		Total for Vendor:	180.00					
40925		2769 RESPONSE EQUIPMENT SPECIALISTS,	75.00					
	2450 08/07/20	FD-2006 CHEVY C SERIES SERVICE	75.00*			1000 420400	361	101000
		Total for Vendor:	75.00					
40944		2811 SALTUS TECHNOLOGIES, LLC	3,109.90					
	2008-53 08/21/20	PD-digiTICKET CLIENT LIC FEE,	3,109.90*			1000 420100	212	101000
		Total for Vendor:	3,109.90					
40943		1042 SANDS SURVEYING, INC.	1,960.50					
	33307 08/20/20 07/28-08/18,20	ROUTINE PLAN&ZO	1,735.75*			1000 411000	399	101000
	33308 08/20/20	LENONVILLE PLAT UPDATE DEQ EXE	224.75*			1000 410500	399	101000
		Total for Vendor:	1,960.50					

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CITY OF COLUMBIA FALLS
Claim Approval List
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* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
40949		999999 SCHNASE, CHARLOTTE	171.40					
	170	5TH AVE EN						
		05036-03 08/24/20 WTR DEP RETURN	171.40			5210 214010		101000
		Total for Vendor:	171.40					
40948		999999 SCOTT, ASHLEY & MICIAIAH	159.49					
	20	DIANE RD APT E						
		08165.05-1 08/24/20 WTR DEP RETURN	159.49			5210 214010		101000
		Total for Vendor:	159.49					
40965		2755 SHERWIN-WILLIAMS CO	148.79					
		5227-4 08/19/20 PRKS-BRUSH, PAINT, CAULK TOOL, L	137.90*		RR PRK	1000 460400	220	101000
		5381-9 08/21/20 STRS-PUMP PROTECTOR 320Z	10.89*		STRS	2500 430200	220	101000
		Total for Vendor:	148.79					
40935		2699 THE MAIL ROOM, INC	114.40					
		D101729 08/17/20 PD-BAR CODED MAIL	8.46*			1000 420100	310	101000
		D101729 08/17/20 WTR-BAR CODED MAIL	12.59*			5210 430500	310	101000
		D101729 08/17/20 SWR-BAR CODED MAIL	12.59*			5310 430600	310	101000
		D101729 08/17/20 FIN-BAR CODED MAIL	15.92*			1000 410500	310	101000
		D101729 08/17/20 CRTS-BAR CODED MAIL	0.50*			1000 410360	310	101000
		D101729 08/17/20 PLNG-BAR CODED MAIL	5.50*			1000 411000	310	101000
		D101728 08/17/20 CRTS-BAR CODED MAIL	58.84*			1000 410360	310	101000
		Total for Vendor:	114.40					
40933		1623 THE UPS STORE #4515	10.32					
	2020-0000	5972						
		081720 08/17/20 PD-GRND COMMERCIAL 10396591712	10.32*			1000 420100	310	101000
		Total for Vendor:	10.32					
40938	E	1218 VERIZON WIRELESS	1,165.50					
		SERVICE 07/13/2020 TO 08/12/2020						
		9860694992 08/12/20 ADMIN-AUG 2020 CELL PHONES	22.45*			1000 410400	345	101000
		9860694992 08/12/20 FIN-AUG 2020 CELL PHONES	22.45*			1000 410500	345	101000
		9860694992 08/12/20 FD-AUG 2020 CELL PHONES	60.45*			1000 420400	345	101000
		9860694992 08/12/20 FAC-AUG 2020 CELL PHONES	12.45*			1000 411200	345	101000

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CITY OF COLUMBIA FALLS
Claim Approval List
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* ... Over spent expenditure

Claim/	Check	Vendor #/Name/	Document \$/	Disc \$						Cash	
		Invoice #/Inv Date/Description	Line \$		PO #	Fund	Org	Acct	Object	Proj	Account
		9860694992 08/12/20 STRS-AUG 2020 CELL PHONES	62.24*			2500		430200	345		101000
		9860694992 08/12/20 PD-AUG 2020 CELL PHONES	747.95*			1000		420100	345		101000
		9860694992 08/12/20 PRKS-AUG 2020 CELL PHONES	18.34*			1000		460400	345		101000
		9860694992 08/12/20 WTR-AUG 2020 CELL PHONES	134.48*			5210		430500	345		101000
		9860694992 08/12/20 SWR-AUG 2020 CELL PHONES	84.69*			5310		430600	345		101000
		Total for Vendor:	1,165.50								
40968		1134 VICTIM-WITNESS ADVOCATE PROGRAM	438.50								
	AUG 2020	08/31/20 CRTS-AUGUST 2020 VIC WITNESS	438.50*			2917		410360	356		101000
		Total for Vendor:	438.50								
40952		84 WESTERN BUILDING CENTER	562.28								
	4622146	08/18/20 SWR-DEWATERING CLR POLY FILM	33.68*			5310		430600	240		101000
	4622953	08/24/20 WTR-4.5X.04/8X7/8 TI METAL CU	7.98*			5210		430500	220		101000
	4620479	08/05/20 WTR-COUPPLING AND HOSE CLAMPS	14.74*			5210		430500	220		101000
	4621236	08/11/20 PRKS- 8 UNITS FASTSET CONCRET	71.92*			1000		460400	220		101000
	4621490	08/12/20 PRKS- ASSORTED FASTENERS	3.30*			1000		460400	399		101000
	4621558	08/13/20 PRKS-ASSORTED HEX BOLTS	6.28*			1000		460400	399		101000
	4621644	08/13/20 WTR-9V ALKALINE BATTERY	15.99*			5210		430500	220		101000
	4621744	08/14/20 PRKS-2 UNITS FASTSET CONCRETE	18.78*			1000		460400	220		101000
	4622216	08/18/20 STRS-KRECK SIGN PLEXIGLASS,CU	216.95*			2500		430200	220		101000
	4622326	08/19/20 PRKS-SHIPPING TAPE, METAL SCR	22.97*			1000		460400	220		101000
	4622500	08/20/20 POOL-ASSORTED CAPS, BUSHING,B	85.25*			1000		460445	220		101000
	4623196	08/26/20 SWR-CARRIAGE BOLT,LOCK NUT, W	3.88*			5310		430600	220		101000
	4623267	08/26/20 PRKS-BRUSHES,ROLLER,TRAY LINE	60.56*			1000		460400	399		101000
		Total for Vendor:	562.28								
		# of Claims	52	Total:		61,507.61					
		Total Electronic Claims				4,461.13					
		Total Non-Electronic Claims				57046.48					

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CITY OF COLUMBIA FALLS
Fund Summary for Claims
For the Accounting Period: 8/20

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Fund/Account	Amount
1000 GENERAL FUND	
101000 CASH/CASH EQUIVALENTS	\$38,833.93
2394 BUILDING CODE ENFORCEMENT FUND	
101000 CASH/CASH EQUIVALENTS	\$4,117.31
2500 SPECIAL STREET MAINTENANCE DISTRICT FUND	
101000 CASH/CASH EQUIVALENTS	\$3,218.07
2917 CRIME VICTIMS ASSISTANCE FUND	
101000 CASH/CASH EQUIVALENTS	\$438.50
5210 WATER ENTERPRISE FUND	
101000 CASH/CASH EQUIVALENTS	\$9,754.95
5310 SEWER ENTERPRISE FUND	
101000 CASH/CASH EQUIVALENTS	\$5,144.85
Total:	\$61,507.61

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CITY OF COLUMBIA FALLS
Claim Approval Signature Page
For the Accounting Period: 8 / 20

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Report ID: AP100A

Council Meeting Date: 09/08/2020

Claims Submitted to Council: \$ 61507.61

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

Prepared By: Sandy Carlson, Finance Director

Sandy Carlson

Approved by Susan M. Nicosia, City Manager

Susan Nicosia

City Council to Approve by motion on consent agenda

The following claims are significant:

- City of Whitefish Building - \$4,084.60 –Aug Permits (Fund 2394)
- Dude Solutions - \$4,650.75 – Annual subscription (Fund 5210/5310)
- KLJ Engineering - \$12,667.14 – Urban Transportation Plan (Fund 1000)

The remaining items are routine. If you have questions, please let me

Sandy

08/21/20
16:18:41

CITY OF COLUMBIA FALLS
Claim Approval Signature Page
For the Accounting Period: 8 / 20

Page: 3 of 3
Report ID: AP100A

Council Meeting Date: 09/08/2020

Claims Submitted to Council: \$ 25.00

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

Prepared By: Sandy Carlson, Finance Director

Sandy Carlson

Approved by Susan M. Nicosia, City Manager

Susan Nicosia

City Council to Approve by motion on consent agenda

This is a special check run on 08/24/2020 for DNRC.
Sandy

08/21/20
16:18:36

CITY OF COLUMBIA FALLS
Claim Approval List
For the Accounting Period: 8/20

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Report ID: AP100

For Doc # = 40941

* ... Over spent expenditure

Claim	Vendor #/Name/	Document \$/	Disc \$					Cash
Check	Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object Proj	Account	
40941	1618 MONT. DEPARTMENT OF NATURAL	25.00						
LUL#30535652								
082120	08/21/20 LUL#3053562 LAND USE LIC AMEND	25.00*			5210 430500	399	101000	
	# of Claims 1	Total:	25.00					

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CITY OF COLUMBIA FALLS
Fund Summary for Claims
For the Accounting Period: 8/20

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Report ID: AF110

Fund/Account	Amount
5210 WATER ENTERPRISE FUND	
101000 CASH/CASH EQUIVALENTS	\$25.00
Total:	\$25.00

09/03/20
19:21:56

CITY OF COLUMBIA FALLS
Payroll Summary For Payrolls from 09/04/20 to 09/04/20

Page: 1 of 2
Report ID: P130

Total for Payroll Checks

	Employee	Employer	Amount
	-----	-----	-----
COMP HOURS (Comp Time Used)	10.00		294.36
J007 HOURS (FINANCE)	42.00		966.00
OVER HOURS (Overtime)	12.00		462.96
OVRTD HOURS (STEP overtime)	53.00		2,023.64
PERS HOURS (Personal Time Used)	8.00		164.80
REG HOURS (Regular Time)	2,207.00		59,910.25
SHFI HOURS (Step B)	43.00		64.50
SHFN HOURS (Shift B)	266.00		266.00
SICK HOURS (Sick Time)	34.28		619.95
VACA HOURS (Vacation Time Used)	338.24		6,107.54
 GROSS PAY	70,880.00	0.00	
NET PAY	47,551.88	0.00	
NET PAY (CHECKS)	1,135.13		
NET PAY (DIRECT DEPOSIT)	46,416.75		
AFLAC-POSTTAX	64.48	0.00	
AFLAC-PRETAX	111.99	0.00	
CHILD SUPPORT	88.61	0.00	
CHILD SUPPORT P	413.07	0.00	
CITY OF COLUMBI	25.00	0.00	
FIT	5,262.86	0.00	
FLEX ALLEGIANCE	967.00	35.00	
FOP	320.00	0.00	
HEALTHINS/PRE	2,921.07	17,673.20	
MEDICARE	986.80	986.80	
MT ST FIRE ASSO	27.73	0.00	
NATIONWIDE/CITY	0.00	1,174.60	
NATIONWIDE/EMP	385.62	0.00	
P.E.R.S.	3,335.70	3,703.06	
PERS/FURS	296.72	398.21	
PERS/POLICE	1,927.96	3,086.90	
SIT	2,985.00	0.00	
SOCIAL SECURITY	2,598.65	2,598.65	
TEAMSTERS DUES	269.50	0.00	
UNEMPL. INSUR.	0.00	318.97	
UNUM LIFE INS.	201.90	0.00	
WA CHILD SUPPOR	138.46	0.00	
WORKERS' COMP	0.00	2,968.06	
WELLS FARGO	928.11	0.00	
CHARLES SCHWAB	1,406.40	0.00	
FIRST INTERSTAT	4,028.30	0.00	
FREEDOM BANK	1,069.70	0.00	
GLACIER BANK KA	4,993.72	0.00	
GLACIER BANK/CF	13,994.93	0.00	
GLACIER BANK/WF	1,583.87	0.00	
PARKSIDE CR U	8,357.63	0.00	
THREE RIVERS	1,010.23	0.00	
USAA FEDERAL	1,081.52	0.00	
USBANK.	1,776.72	0.00	

9/4/2020
Regular Payroll
\$ 121,697.95
SD

09/03/20
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CITY OF COLUMBIA FALLS
Payroll Summary For Payrolls from 09/04/20 to 09/04/20

Page: 2 of 2
Report ID: P130

VALLEY BANK KAL	350.00	0.00
VERIDIAN CREDIT	325.00	0.00
WELLS FARGO	1,599.13	0.00
WELLS FARGO GA	1,218.12	0.00
WFISH CR UNION	2,693.37	0.00
FIT/SIT BASE	60,933.94	0.00
MEDICARE BASE	68,054.54	0.00
PERS BASE	66,418.95	0.00
SOC SEC BASE	41,913.84	0.00
UN BASE	70,880.00	0.00
WC BASE	70,051.12	0.00

Total 32,943.45
Total Payroll Expense (Gross Pay + Employer Contributions): 103,823.45

Check Summary

Payroll Checks Prev. Out. \$2,200.86
Payroll Checks Issued \$45,451.55
Payroll Checks Redeemed \$1,229.74
Payroll Checks Outstanding \$46,422.67
Electronic Checks \$76,246.40

Deductions Accrued	Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
-----	-----	-----	-----	-----
Social Security 5197.30		5197.30		212260
Medicare 1973.60		1973.60		212260
P.E.R.S. 7038.76	340.34	7379.10		212270
Unempl. Insur. 318.97	1684.28		2003.25	212210
Workers' Comp 2968.06	16057.79		19025.85	212220
FIT 5262.86		5262.86		212260
SIT 2985.00		2985.00		212260
AFLAC-PRETAX 111.99	111.99		223.98	212230
NATIONWIDE/EMP 385.62		385.62		212280
Teamsters dues 269.50	269.50		539.00	212310
PERS/Police 5014.86		5014.86		212240
NATIONWIDE/CITY 1174.60		1174.60		212280
AFLAC-POSTTAX 64.48	64.48		128.96	212230
PERS/FURS 694.93		694.93		212275
MT ST FIRE ASSO 27.73		27.73		212315
HEALTHINS/PRE 20594.27	20594.27	41659.65	-471.11	212400
CITY OF COLUMBI 25.00		25.00		212450
UNUM LIFE INS. 201.90	201.90	403.68	0.12	212400
FLEX ALLEGIANCE 1002.00		1002.00		212285
CHILD SUPPORT 88.61		88.61		212330
CHILD SUPPORT P 413.07		413.07		212330
WA CHILD SUPPOR 138.46		138.46		212330
FOP 320.00		320.00		212335
Total Ded. 56271.57	39324.55	74146.07	21450.05	

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

08/21/20
07:30:07

CITY OF COLUMBIA FALLS
Payroll Summary For Payrolls from 08/21/20 to 08/21/20

Page: 1 of 3
Report ID: P130

Total for Payroll Checks

	Employee	Employer	Amount
	-----	-----	-----
COMA HOURS (Comp Time Accumulated)	34.89		
COMP HOURS (Comp Time Used)	40.50		1,083.25
OTHE HOURS (Other Time Used)	10.00		230.00
OVER HOURS (Overtime)	35.50		1,458.56
OVTD HOURS (STEP overtime)	25.00		1,100.93
PERS HOURS (Personal Time Used)	10.00		260.30
REG HOURS (Regular Time)	2,738.75		65,583.39
SHFI HOURS (Step B)	10.00		15.00
SHFN HOURS (Shift B)	263.50		263.50
SHFQ HOURS (OVT B)	18.50		27.75
SICK HOURS (Sick Time)	20.00		451.40
VACA HOURS (Vacation Time Used)	238.75		6,794.87
VOLN HOURS (Not in use)	25.00		1,250.00
GROSS PAY	77,268.95	0.00	
NET PAY	52,746.34	0.00	
NET PAY (CHECKS)	3,765.86		
NET PAY (DIRECT DEPOSIT)	48,980.48		
AFLAC-POSTTAX	64.48	0.00	
AFLAC-PRETAX	111.99	0.00	
CHILD SUPPORT	88.61	0.00	
CHILD SUPPORT P	413.07	0.00	
CITY OF COLUMBI	25.00	0.00	
FIT	5,577.51	0.00	
FLEX ALLEGIANCE	967.00	35.00	
POP	320.00	0.00	
HEALTHINS/PRE	2,921.07	17,673.20	
MEDICARE	1,079.46	1,079.46	
MT ST FIRE ASSO	27.73	0.00	
NATIONWIDE/CITY	0.00	1,174.60	
NATIONWIDE/EMP	385.62	0.00	
P.E.R.S.	3,491.28	3,875.78	
PERS/FURS	296.72	398.21	
PERS/POLICE	1,934.45	3,097.29	
SIT	3,209.00	0.00	
SOCIAL SECURITY	3,010.26	3,010.26	
TEAMSTERS DUES	259.00	0.00	
UNEMPL. INSUR.	0.00	340.52	
UNUM LIFE INS.	201.90	0.00	
WA CHILD SUPPOR	138.46	0.00	
WORKERS' COMP	0.00	3,312.17	
WELLS FARGO	1,014.38	0.00	
CHARLES SCHWAB	1,406.40	0.00	
FIRST INTERSTAT	4,029.30	0.00	
FREEDOM BANK	1,071.20	0.00	
GLACIER BANK KA	4,754.95	0.00	
GLACIER BANK/CF	14,841.27	0.00	
GLACIER BANK/WF	1,585.37	0.00	
PARKSIDE CR U	9,356.76	0.00	

8-21-2020
Payroll
\$ 87,252.05
Bour Staaland

08/21/20
07:30:07

CITY OF COLUMBIA FALLS
Payroll Summary For Payrolls from 08/21/20 to 08/21/20

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THREE RIVERS	1,010.23	0.00
USAA FEDERAL	1,082.52	0.00
USBANK.	1,426.07	0.00
VALLEY BANK KAL	350.00	0.00
VERIDIAN CREDIT	325.00	0.00
WELLS FARGO	2,814.53	0.00
WELLS FARGO GA	1,218.13	0.00
WFISH CR UNION	2,694.37	0.00
FIT/SIT BASE	67,160.82	0.00
MEDICARE BASE	74,443.49	0.00
PERS BASE	68,460.38	0.00
SOC SEC BASE	48,552.38	0.00
UN BASE	75,668.95	0.00
WC BASE	77,665.77	0.00

Total 33,996.49
Total Payroll Expense (Gross Pay + Employer Contributions): 111,265.44
*** PAYROLL REGISTER + VOLUNTEER PAYROLL REGISTER = PAYROLL SUMMARY ***

Check Summary

Payroll Checks Prev. Out. \$48,618.79
Payroll Checks Issued \$6,889.89
Payroll Checks Redeemed \$47,181.78
Payroll Checks Outstanding \$8,326.90
Electronic Checks \$80,362.16

Deductions Accrued	Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
-----	-----	-----	-----	-----
Social Security 6020.52		6020.52		212260
Medicare 2158.92		2158.92		212260
P.E.R.S. 7367.06		7367.06		212270
Unempl. Insur. 340.52	1355.17		1695.69	212210
Workers' Comp 3312.17	12934.35		16246.52	212220
FIT 5577.51		5577.51		212260
SIT 3209.00		3209.00		212260
AFLAC-PRETAX 111.99	111.99	223.98		212230
NATIONWIDE/EMP 385.62		385.62		212280
Teamsters dues 259.00	259.00	518.00		212310
PERS/Police 5031.74		5031.74		212240
NATIONWIDE/CITY 1174.60		1174.60		212280
AFLAC-POSTTAX 64.48	64.48	128.96		212230
PERS/FURS 694.93		694.93		212275
MT ST FIRE ASSO 27.73		27.73		212315
HEALTHINS/PRE 20594.27	20594.27		41188.54	212400
CITY OF COLUMBI 25.00		25.00		212450
UNUM LIFE INS. 201.90	201.90		403.80	212400
FLEX ALLEGIANCE 1002.00		1002.00		212285
CHILD SUPPORT 88.61		88.61		212330
CHILD SUPPORT P 413.07		413.07		212330
WA CHILD SUPPOR 138.46		138.46		212330
POP 320.00		320.00		212335

08/21/20
07:30:07

CITY OF COLUMBIA FALLS
Payroll Summary For Payrolls from 08/21/20 to 08/21/20

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Total Ded.	58519.10	35521.16	34505.71	59534.55
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*** Carried Forward column only correct if report run for current period.

08/26/20
08:23:44

CITY OF COLUMBIA FALLS
Payroll Summary For Payrolls from 08/28/20 to 08/28/20

Page: 1 of 2
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Total for Payroll Checks

	Employee	Employer	Amount
ADDL HOURS (Additional)	0.00		2,252.57
J001 HOURS (CLOTH ALLOW)	0.00		14,870.83
GROSS PAY	17,123.40	0.00	
NET PAY	14,640.60	0.00	
NET PAY (CHECKS)	711.74		
NET PAY (DIRECT DEPOSIT)	13,928.86		
FIT	864.60	0.00	
MEDICARE	248.33	248.33	
P.E.R.S.	161.29	179.05	
SIT	656.00	0.00	
SOCIAL SECURITY	552.58	552.58	
UNEMPL. INSUR.	0.00	10.14	
WORKERS' COMP	0.00	155.38	
WELLS FARGO	388.27	0.00	
FIRST INTERSTAT	711.74	0.00	
FREEDOM BANK	1,013.08	0.00	
GLACIER BANK KA	908.81	0.00	
GLACIER BANK/CF	3,572.28	0.00	
GLACIER BANK/WF	713.97	0.00	
PARKSIDE CR U	3,162.12	0.00	
USAA FEDERAL	713.66	0.00	
USBANK.	1,089.69	0.00	
VALLEY BANK KAL	50.00	0.00	
VERIDIAN CREDIT	88.27	0.00	
WFISH CR UNION	1,516.97	0.00	
FIT/SIT BASE	16,962.11	0.00	
MEDICARE BASE	17,123.40	0.00	
PERS BASE	2,041.67	0.00	
SOC SEC BASE	8,912.50	0.00	
UN BASE	2,252.57	0.00	
WC BASE	2,252.57	0.00	

8/20/2020
Clothing allowance
\$17,743.02
Randy Stalband

Total 1,145.48
Total Payroll Expense (Gross Pay + Employer Contributions): 18,268.88

Check Summary

Payroll Checks Prev. Out. \$55,508.68
Payroll Checks Issued \$711.74
Payroll Checks Redeemed \$49,121.21
Payroll Checks Outstanding \$7,099.21
Electronic Checks \$17,051.28

	Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
Deductions Accrued				
Social Security 1105.16		1105.16		212260
Medicare 496.66		496.66		212260

08/26/20
08:23:44

CITY OF COLUMBIA FALLS
Payroll Summary For Payrolls from 08/28/20 to 08/28/20

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P.E.R.S.	340.34	340.34	680.68	212270
Unempl. Insur.	10.14	1365.31	1375.45	212210
Workers' Comp	155.38	13089.73	13245.11	212220
FIT	864.60		864.60	212260
SIT	656.00		656.00	212260
AFLAC-PRETAX	0.00			212230
NATIONWIDE/EMP	0.00			212280
Teamsters dues	0.00			212310
PERS/Police	0.00			212240
NATIONWIDE/CITY	0.00			212280
AFLAC-POSTTAX	0.00			212230
HEALTHINS/PRE	0.00	20594.27	20594.27	212400
CITY OF COLUMBI	0.00			212450
UNUM LIFE INS.	0.00	201.90	201.90	212400
FLEX ALLEGIANCE	0.00			212285
CHILD SUPPORT	0.00			212330
WA CHILD SUPPOR	0.00			212330
FOP	0.00			212335
Total Ded.	3628.28	35591.55	3122.42	36097.41

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

CITY OF COLUMBIA FALLS
CITY COUNCIL REGULAR MEETING MINUTES
HELD AUGUST 17, 2020
FINANCE COMMITTEE – 6:30 P.M
 (Barnhart, Piper, Robinson)

REGULAR MEETING – 7:00 P.M.

CALL TO ORDER

ROLL CALL:

Mayor Don Barnhart, Councilor Darin Fisher, Councilor Paula Robinson, Councilor Jenny Lovering, Councilor John Piper and Councilor Mike Shepard. ABSENT: Councilor Doug Karper.

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

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA:

Councilor Lovering motioned to approve the agenda, seconded by Councilor Robinson with Council voting as follows. Ayes: Mayor Barnhart, Councilor Fisher, Councilor Robinson, Councilor Lovering, Councilor Piper and Councilor Shepard. ABSENT: Councilor Karper.

CONSENT AGENDA:

Councilor Piper motioned to approve the consent agenda noting all claims appeared to be in order, seconded by Councilor Robinson, with Council voting as follows. Ayes: Mayor Barnhart, Councilor Fisher, Councilor Robinson, Councilor Lovering, Councilor Piper and Councilor Shepard. ABSENT: Councilor Karper.

Approval of Claims - August 17, 2020 - \$393,232.39

Approval of Payroll Claims - August 7, 2020 - \$126,223.77

Approval of August 3, 2020 Regular Council Meeting Minutes

NOTICE OF PUBLIC HEARINGS/PUBLIC HEARINGS:

Public Hearing Continued - Preliminary Budget Hearings Continued until 2020-21 FY Budget is Adopted:

Preliminary Budget

Presentation and consideration of the preliminary budget for fiscal year beginning July 1, 2020 and ending June 30, 2021. This hearing will be continued until final adoption of the budget after receiving the certified taxable valuation.

Taxpayers are encouraged to attend the hearings and give written or oral comments on any or all of the budget-related items. Written comments may be mailed to the City Clerk, 130 6th Street West, Room A, Columbia Falls, Montana, 59912. Questions regarding the proposed items can be made by contacting City Manager Susan Nicosia at 892-4391.

City Manager Nicosia handed out the Determination of Tax Revenue and Mill Levy Limitations report, Taxable Valuation/Mill levy History and Analysis, and projected General Fund spending for the 20-21 FY. Nicosia said the critical piece to the city budget, particularly to the General Fund, is the mill levy. At the August 3rd, 2020 Council meeting we held the Public Hearing on the Permissive Medical Levy which due to the required expenditure this year and less available resources, the City needs to raise that levy noted Nicosia. Nicosia

reviewed the statutory mill levy calculation with Council. Nicosia said last year we levied \$1,334,677. Pursuant to State Statute, the City could levy 181.29 mills, providing \$1,395,020 for the General and Fire Relief Funds. After Council discussion at the August 3rd meeting Nicosia said she used last year's 15-10-420 mill levy of 178.38 to fund the General Fund and Fire Relief Pension, leaving 2.91 mills to be carried over to the next year. The monetary difference between last year's levy and this year's levy is \$22,393. Nicosia discussed the City's mill levy and taxable value history.

Councilor Piper asked how much the City was reimbursed for the Montana Cares Act. Nicosia said approximately \$196,000 with both requests submitted. The City has been reimbursed for all applicable Police and Fire Department wages along with any direct expenses related to COVID-19.

Councilor Fisher said after reviewing the report he would like to levy all mills, he would like to see us spend money on needs and not wants.

Councilor Shepard concurs with Fisher if the mills are available we need to use them.

Mayor Barnhart said he believes we are a conservative and caring council and he would like to maintain the appropriate level service without increasing General Fund mills if possible. Mayor Barnhart said it seems like the City should have been able to find a reduction in costs of \$22,393. He would like to see the department's tighten their belts for the \$22,393. It is important that we are trying to treat people fairly during this difficult time said Barnhart. Barnhart said he would like to leave mills on the table. Nicosia said the budget as presented is without the \$22,393. It is based on leaving mills on the table and funding General and Fire Relief with the same mills as last year. Nicosia said she believes the Department Heads have tightened their belts and the \$22,393 is offset in the Transfers out to Capital Projects. The General Fund budget is based on council leaving mills on the table. If council levies the mills per the 15-10-420, MCA calculation, Nicosia said she would put it in transfers to the capital. Nicosia said you do not have to make a decision this evening as she can make two different mill levy resolutions for the next meeting. Councilor Robinson asked how long the carried forward mills can stay on the table. Nicosia said she believes we have to use them in a shorter timeframe, such as the next year, due to legislative changes to the carryover provisions but will find out for certain. Robinson said she agrees with Councilor Fisher with using the mills available as it looks worse increasing mills the following year. Mayor Barnhart said the resort tax is not going to show up until the 2nd half of 2022-23 FY. Mayor thinks we should stay at last year's mills for the General and Fire Relief Funds.

Councilor Piper motioned to accept the budget as proposed, second by Councilor Shepard with voting as follows. Ayes: Piper and Barnhart. Noes: Fisher, Lovering, Robinson and Shepard. Absent: Karper. Motion failed.

Mayor Barnhart said the Public Hearing will remain open until the budget is adopted.

Mayor Barnhart read the Notice of Public Hearing: The Columbia Falls City-County Planning Board held a public hearing for the following item at their regular meeting on Tuesday, August 11th, 2020 at 6:30 p.m. at the Council Chambers of City Hall, 130 6th Street West, Columbia Falls, Montana. The Columbia Falls City Council will hold a subsequent hearing on Tuesday, September 8, 2020 starting at 7:00 p.m. in the same location. Both hearings will be conducted in accordance with the most current recommended and/or required public health and safety protocols in place at the time of the hearing. The City website, will contain updated information if there is any change to the planned hearings.

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

Ruis Holdings 540 Nucleus Ave LLC is requesting an Amendment to their Planned Unit Development overlay for the property located at 540 Nucleus Avenue which was the former Bank of Columbia Falls site. The owner is amending the PUD to remove the planned three story south building and will instead remodel the former bank building instead of removing and replacing with a new building at this time. In addition, the owner is amending the north building to allow ground floor residential condominiums on the back half of the building but retaining retail/office space on the front half ground floor. The PUD is proposing two options for 48 parking spacing to serve the site. Option A would construct below grade parking under the north building. The second option would be to construct at grade parking where the old bank offices were located along 1st Avenue West. As with the original PUD, the building height for the north building will be 42'-8" to the top of the roof. The proposed development otherwise conforms to all of the zoning requirements. The property is described as Lots 1-15, Block 37, Columbia Falls Townsite in Section 8, Township 30 North, Range 20 West, P.M.M., Flathead County.

NEW BUSINESS:**Approval of Notice to Dispose of Surplus Property**

City Manager Nicosia requested Council approval to declare the noted personal property, two heavily used pickups, with a value of more than \$100 as surplus. If approved by Council, the Clerk will publish a 15 day notice in the newspaper and afterward, the City staff will dispose of the property in the best manner, such as closed bids, auction, etc.

Motion made by Councilor Lovering to approve the notice to dispose of surplus property, seconded by Councilor Fisher with Council voting as follows. Ayes: Mayor Barnhart, Councilor Fisher, Councilor Robinson, Councilor Lovering, Councilor Piper and Councilor Shepard. ABSENT: Councilor Doug Karper.

Call For Bids - River's Edge Park Improvements

City Manager Nicosia requested Council approve the Call for bids and get both the River's Edge Bathroom/Parking lot and the Recreational Trails project moving along.

Councilor Piper motioned to advertise call for bids on River's Edge Park Improvements, second by Councilor Robinson and the motion carried.

REPORTS / BUSINESS FROM MAYOR & COUNCIL

Councilor Lovering said there is still graffiti on the little shed at Railroad Park. Nicosia said the City crew tried the graffiti cleaner without luck and Parks was scheduled to paint it, the shed belongs to the baseball association.

Mayor Barnhart said he would like to keep attention on the abandonment of 4th Ave. crossing the railroad tracks. He also noted that he was at the Kreck Park and the sign looks very nice but he would like to see something in place to prevent vandalism. He said it is nice to see the weeds are being taken care of around town. He noted that there is a camper and a boat parked on 1st Ave. W. and you cannot see around it. Can we have the officers have a look at it before there is an accident?

Mayor Barnhart also asked what the status was on getting the falls fountain repaired. Nicosia said we are still waiting on a pump.

CITY MANAGER REPORT

Nicosia reported that the State Land Board voted to purchase the land south of the river owned by CFAC. They need to raise another \$500,000. It will provide a significant recreation area near the city. Nicosia reported that she and Tyler had a zoom meeting with the BNSF Quiet zone official. He encourages us to hire a consultant to put an application together explaining what we are proposing and what they will accept. BNSF would be thrilled to get 4th Ave. across the tracks closed. It will be up to the Federal Railroad Administration to pass it. Mayor Barnhart said he sent a letter to Senator Tester's office letting them know we are working with the FRA.

Nicosia reported that the City has not received a yes for the EDA grant funding request but it has not been turned down either. The EDA said to wait a couple weeks as they are reviewing lots of applications. The City Pool closed for the season on Saturday, August 15, 2020. The pool revenue was down about \$5,000 due to lack of family pass sales and lessons.

There was a meeting with the Health Department on the VRBO's and they are one about one or 2 weeks out on inspections and do not believe they are preventing owner/operators from complying with the rules. The City's loan pool held by MWED from the CDBG program repayments has \$485,000 available to loan for small businesses.

Chief Peters reported we are down to the final 3 applicants for the Patrolman position. They will continue with testing and will have the position filled soon.

MISCELLANEOUS

July Police Department Activity Report

ADJOURN

Councilor Lovering motioned to adjourn, second by Councilor Robinson and the meeting adjourned at 8:07 p.m.

Chairman

Council Clerk

Standard Agreement State Highway Traffic Safety Section

This Agreement is made and entered into by and between the MONTANA DEPARTMENT OF TRANSPORTATION, 2701 Prospect Avenue, PO Box 201001, Helena, Montana, Congressional District 1, hereinafter called the "Department" and **Columbia Falls, City of, 130 6th Street West, Columbia Falls, Montana, 59912**, hereinafter called the "Sub-recipient".

Funds provided are described in the Assistance Listing number(s) **20.600, 20.616, 20.616 awarded** by the National Highway Traffic Safety Administration, Department of Transportation as authorized by **23 U.S.C; 402, State and Community Highway Safety Programs, 405, National Priority Safety Programs, Occupant Protection Grants, 405, National Priority Safety Programs, Impaired Driving Countermeasures Grants. Actual award is contingent upon the availability of NHTSA funding.** MDT received this funding through Federal Award Identification Number(s) (FAIN) **69A37521300004020MT0, 69A3752130000405bMTL, 69A3752130000405dMTH**, awarded throughout the federal fiscal year. For Federal Fiscal Year 2021 (October 1, 2020 – September 30, 2021) the estimated total of this/these Federal Award(s) is **\$2,288,628, \$288,116, \$974,057 respectively.**

ARTICLE 1. PROJECT

Section 1.1 **Purpose of Contract.** This project provides assistance for the Sub-recipient's highway traffic safety program, as per 23 CFR; **402, State and Community Highway Safety Programs, 405, National Priority Safety Programs, Occupant Protection Grants, 405, National Priority Safety Programs, Impaired Driving Countermeasures Grants.**

Section 1.2 **Scope of the Project.** The Sub-recipient shall implement and utilize project funding as described in the FFY2021 Grant Application for Highway Traffic Safety Funding and provided in the objectives from Sub-recipient's application. The Sub-recipient shall use its best efforts to efficiently and economically complete the Project.

Section 1.3 **Project Description.** **Columbia Falls STEP** (see attachment B for full scope).

Section 1.4 **Period of Performance.** This project shall be started by the Sub-recipient within 10 days of **October 1, 2020 or upon execution of the contract**, and shall be completed no later than **September 30, 2021**, unless the Department grants express written approval.

Section 1.5 **Costs of Project.** The total funding for the project shall be **\$13,000.00** (see attachment C). If during the term of this agreement, federal funds are reduced or eliminated, the Department may immediately terminate or reduce the grant award upon written notice to the Project Director.

Section 1.6 **Indirect Costs.** Indirect cost (IDC) must be in accordance with 2 CFR Part 200.414 and Sub-part F—Appendices III-VIII and approved by Sub-recipient's federal cognizant agency. A copy of the IDC approval letter must be submitted to the Department and approved prior to any reimbursement. If the Montana Department of Transportation is your organization's primary source of federal funds, then a copy of Sub-recipient's indirect cost plan must be submitted to MDT for review and approval. The percentage rate for indirect costs must be maintained for the life of the project.

Section 1.7 **Definitions.** (a) "Major item of apparatus or equipment" means an item with a useful life of more than one year and costing \$5,000.00 or more per unit.

(b) "Traffic Safety purposes" means a project purpose which meets the State highway safety program, approved by the Secretary of Transportation, which is designed to reduce traffic crashes and the resulting deaths, injuries, and property damage from those crashes.

(c) "Useful life" means the expected, projected or actual period of time during which the equipment is expected to function as designed without significant repair costs.

Section 1.8 **Equipment.** All equipment, including tools, for which purchase reimbursement is sought, will be used exclusively for traffic safety purposes. The equipment purchases are subject to the following provisions:

- (a) Any major item of apparatus and equipment for which reimbursement is sought and which is not identified specifically in the Proposal and approved as part of this Agreement shall be submitted in writing for approval by the Department prior to the purchase.
- (b) A major item of apparatus or equipment must be obtained by proper competitive practices in accordance with State of Montana purchasing laws and regulations.
- (c) The Sub-recipient must certify that the equipment costs shown in the Proposal as direct costs are excluded from the items in the indirect cost calculation, if applicable.
- (d) The Sub-recipient agrees to properly title any vehicle or other equipment which requires a title by State statute, in Sub-recipient's name.
- (e) The Sub-recipient agrees to activate the warranty on any equipment for which a warranty is available.
- (f) The Sub-recipient agrees to maintain records of any equipment and make such records and equipment available for inspection by the Department or its authorized representatives.
- (g) The Sub-recipient agrees to maintain the equipment for its stated program purposes for the useful life of the equipment.
- (h) The Sub-recipient agrees to retain ownership and/or title to the equipment for the equipment's useful life, and shall not sell, convey or otherwise transfer title or ownership of the equipment to any other governmental or private party, except as stated in this Agreement.
- (i) The Sub-recipient agrees to notify the Department if the equipment is not suited for its stated program purpose or is not in actual use by Sub-recipient as stated in the Agreement at any time during the useful life of the equipment. Sub-recipient agrees it shall not discontinue use, abandon, store, or otherwise cease use of the equipment for any reason whatsoever, unless notification is provided to the Department.
- (j) The Sub-recipient agrees that any equipment not in actual use by Sub-recipient during the equipment's useful life may be recovered by the Department, and possession (or title where applicable) transferred or conveyed permanently to the Department for redistribution to other program recipients.
- (k) The Sub-recipient agrees that any equipment which reaches the conclusion of its useful life may be disposed of by Sub-recipient, with prompt notification to the Department.
- (l) The Sub-recipient agrees that it shall maintain records of the disposition of the equipment after its useful life, for a period of three years beyond the disposition date.

Section 1.9 **General Insurance.** During the Agreement term, the Sub-recipient shall maintain insurance or self-insurance (property damage and liability) adequate to protect the federal share portion of Project facilities and equipment. Sub-recipient will furnish proof of such insurance for the State's approval. Certificates of Insurance, indicating compliance with the required coverages, must be filed with the Purchasing Services Bureau within ten (10) working days of notice of award. This requirement, however, does not pertain to state and local government Sub-recipients. The proof of insurance/exemption must be valid for the entire agreement period.

(a) Compliance with Workers' Compensation Act

Sub-recipient shall comply with the provisions of the Montana Workers' Compensation Act while performing work under this Agreement in accordance with Mont. Code Ann. §§39-71-401, 39-71-405, and 39-71-417. Proof of compliance must be in the form of workers' compensation insurance, an independent Offeror's exemption, or documentation of corporate officer status. Neither the Sub-recipient nor its employees are State employees. This insurance/exemption must be valid for the entire contract term and any renewal. Agreements will not be issued to Sub-recipients that fail to submit insurance certification for proof of Workers' Compensation Insurance valid in the State of Montana or proof of exemption.

Section 1.10 **Reporting/Close-out/Reimbursement Requests**. Sub-recipient shall advise the State in writing project progress at such times and in such manner as the State may require, see Attachment D, Reporting Schedule. Reports are due 30 days following the end of the reporting period. The final report shall serve as close-out for contracts. Equipment contracts require annual reports throughout the useful life of the equipment. Reimbursement requests will not be considered unless accompanied by or referring to a submitted progress report.

Section 1.11 **Conflict of Interest**. The Sub-recipient must disclose in writing any potential conflict of interest to the Department in accordance with applicable Federal awarding agency policy, under 2 CFR §200.112.

Section 1.12 **Mandatory Disclosures**. The Sub-recipient must disclose, in a timely manner, in writing to the Department all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in any of the remedies described in 2 CFR §200.338, including suspension or debarment, in accordance with 2 CFR §200.113.

Section 1.13 **Internal Controls**. The Sub-recipient must establish and maintain effective internal controls over the award that provide reasonable assurance to the Department that the Sub-recipient is managing the award in compliance with Federal statutes, regulations, and terms and conditions of the Federal award, in accordance with 2 CFR §200.303.

Section 1.14 **Single Audit**. The Sub-recipient may be subject to the audit requirements of 2 CFR 200 Subpart F if the audit threshold in 2 CFR 200.501 of \$750,000 is met. An audit must be conducted in compliance with 2 CFR 200 Subpart F if required. The audit must be completed and the data collection form and reporting package submitted to the Federal Audit Clearinghouse within the earlier of 30 calendar days after the receipt of the auditor's report(s) or nine months after the end of the audit period. For local governments and school districts, the Sub-recipient will provide the report to the State of Montana, Department of Administration, Local Government Services Bureau. All other Sub-recipients such as Tribal Communities and Non-Profit Organizations will provide the report to the State of Montana, Department of Transportation, Audit Services if audit findings are discovered.

ARTICLE 2. TERMS AND CONDITIONS

Section 2.1 **Default**. Nonperformance by the sub-recipient of any obligation imposed by this Contract, including noncompliance with the federal assurances, or reduction of local project cost funding, will constitute default.

Upon the Sub-recipient's default and material breach, the State may:

- terminate this contract under section 2.2; or
- treat this contract as materially breached and pursue any of its remedies under this contract, at law, or in equity.

Section 2.2 **Termination**. This agreement may be terminated at any time based upon mutual written consent of the parties. If it is considered to be in the best interests of the Department, the Department may terminate this Agreement upon giving ten (10) working days written notice to the Sub-recipient. If the agreement is so terminated prior to fulfillment of the terms stated herein, the Sub-recipient shall be reimbursed only for actual expenses, both direct and indirect, incurred to the date of termination.

Section 2.3 **Litigation**. In the event of litigation concerning this agreement, venue shall only be in the First Judicial District Court of the State of Montana, Lewis and Clark County.

Section 2.4 **Agreement Modification**. Any change in the agreement will only be by written agreement of the Parties.

Section 2.5 **Assignment and Subcontracting**. Sub-recipient will not assign, sublet or transfer any part of Agreement except by written subcontract, and with the prior written consent of the Department. The Sub-recipient must provide a copy of the draft subcontract to the assigned program manager for review and approval prior to finalization. Nothing contained within this document shall create any contractual relationships between any sub-Sub-recipient and the Department.

Section 2.6 **Indemnification**. Sub-recipient shall indemnify, defend, and hold harmless the State of Montana, Department of Transportation, its employees and agents from and against all claims, demands, or actions from damages to property or injury to persons or other damage to persons or entities arising or resulting from the performance of this Contract, including all costs and attorney fees.

Section 2.7 **Compliance with Laws**. Some of the clauses contained in this agreement are not governed solely by Federal law but are significantly affected by State law. The laws and regulations cited in this agreement are not all-inclusive of those which may apply to the successful completion of this agreement. The Sub-recipient understands that it is its responsibility to learn which federal, state and local laws and regulations will apply to its operation under this agreement, and that Sub-recipient is solely responsible for its lawful compliance with all laws and regulations, including those in the attached Non-Discrimination Notice (attachment A).

Section 2.8 **Access and Retention of Records**. The Sub-recipient agrees to provide the Department, USDOT, the Legislative Auditor or their authorized agent access to any records to determine compliance with this agreement. The Sub-recipient agrees to create and retain records supporting this agreement for a period of three (3) years after the completion date of the agreement or at the conclusion of any claim, litigation, or exception relating to this agreement taken by the Department or third party.

Section 2.9 **Severability and Integration**. If any part, or parts, of this Contract are determined to be void, the remaining parts will remain valid and operative. This document, together with its schedules, attachments, and exhibits, represent the complete and entire understanding of the parties on its subject matter. No provision, express or implied, arising from any prior oral or written request, bid, inquiry, negotiation, contract, or any other form of communication, shall be a provision of this contract unless it is reduced to writing, signed by the parties, and attached to this document.

Section 2.10 **Waivers**. A party's failure to enforce any provision of this Contract shall not be construed as a waiver excusing the other party's future performance.

Section 2.11 **Seat Belt Policy**. All Sub-recipients are encouraged to adopt a seatbelt use policy that applies to all employees during work hours, whether traveling in a work vehicle or a personal vehicle, in compliance with state law. If adopted, a copy of the policy will be provided to your assigned program manager.

ARTICLE 3. FEDERAL REQUIREMENTS

The Sub-recipient understands that this agreement includes requirements specifically prescribed by Federal law or regulation. The Sub-recipient acknowledges they have read, understood and agree to comply with all Highway Safety Grant (23 U.S.C, Chapter 4) requirements including applicable federal statutes and regulations that are in effect during the grant period.

Section 3.1 **NONDISCRIMINATION** The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;

- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601** (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973, (23 U.S.C. 324 *et seq.*), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686)** (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;**
- **The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);**
- **The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);**
- **Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189)** (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Insert in all contracts and funding agreements with other State or private entities the following clause:

"During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs a through e, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

Section 3.2 **Political Activity (Hatch Act)**. The Sub-recipient will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Section 3.3 **Certification Regarding Federal Lobbying**. Certification for Contracts, Grants, Loans, and Cooperative Agreements. The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Section 3.4 **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Section 3.5 **Certification Regarding Debarment and Suspension.**

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a 144 certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is

responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

*Certification Regarding Debarment, Suspension, and Other Responsibility Matters-
Primary Tier Covered Transactions*

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

*Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion --
Lower Tier Covered Transactions:*

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

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

3.6 Buy America Act The state and each subrecipient will comply with the Buy American requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel iron and manufactured products produced in the United State with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

3.7 **Prohibition of Using Grant Funds to Check for Helmet Usage** The state and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Item No.7.

Agreement and Authorization to Proceed**Item No.7.****Project Directors and Points of Contact**

The following individuals will be the respective project directors and points of contact for the Department and Sub-recipient.

Department:

Project Director:

- | | |
|------------|---|
| 1. Name | Janet Kenny |
| 2. Title | State Highway Traffic Safety Section Supervisor |
| 3. Address | P.O. Box 201001
Helena, MT 59620-1001 |
| 4. Phone | (406) 444-7417 |
| 5. Fax | (406) 444-9409 |
| 6. Email | jakenny@mt.gov |

Point of Contact:

- | | |
|------------|--|
| 1. Name | Chad Newman |
| 2. Title | Transportation Planner/Law Enforcement Liaison |
| 3. Address | P.O. Box 201001
Helena, MT 59620-1001 |
| 4. Phone | (406) 444-0856 |
| 5. Fax | (406) 444-9409 |
| 6. Email | chnewman@mt.gov |

Sub-recipient:

Project Director:

- | | |
|------------|---|
| 1. Name | Clint Peters |
| 2. Title | Chief of Police |
| 3. Address | 130 6th Street West, Columbia Falls Montana 59912 |
| 4. Phone | 4068923226 |
| 5. Email | cfchiefpeters@colfallsmt.com |

Point of Contact:

- | | |
|------------|--|
| 1. Name | Clint Peters |
| 2. Title | Chief of Police |
| 3. Address | 130 6th Street West, Columbia Falls, Montana 59912 |
| 4. Phone | 4068923226 |
| 5. Email | cfchiefpeters@colfallsmt.com |

Fiscal contact:

- | | |
|------------|--|
| 1. Name | Sandy Carlson |
| 2. Title | Finance Director |
| 3. Address | 130 6th Street West, Columbia Falls, Montana Columbia Falls59912 |
| 4. Phone | 4068924327 |
| 5. Email | carlsons@cityofcolumbiafalls.com |

Agreement and Authorization to Proceed

Item No.7.

Authorizing Official of the Sub-recipient

1. Name Susan Nicosia
2. Title City Manager
3. Address 130 6th Street West, Columbia Falls, Montana 59912
4. Phone 4068924384
5. Email nicosias@cityofcolumbiafalls.com

6. Signature

DocuSigned by:

Susan M. Nicosia

9C4BC3D347D5459...

8/21/2020

Date

Delegation of Managing authority

To Project Director:

1. Name Clint Peters
2. Title Chief of Police
3. Address 130 6th Street West, Columbia Falls, Montana 59912
4. Phone 4068923226
5. Email cfchiefpeters@colfallsmt.com

6. Signature

DocuSigned by:

Clint Peters

7423AA20B0C4437...

8/21/2020

Date

Montana Department of Transportation Approval

1. Name/Title Lynn Zanto/ Rail, Transit, Planning Division Administrator
2. Address Montana Department of Transportation
PO Box 201001, Helena MT 59620-1001
3. Phone (406) 444-3445
4. Email lzanto@mt.gov
5. Signature

Date

Legal Advisor for contract content

1. Name/Title MDT Counsel, Legal Services
2. Address Montana Department of Transportation
PO Box 201001, Helena MT 59620-1001

3. Signature

Carol Grell Morris

C3685E7AFD144B6...

8/20/2020

Date

Advisor for civil rights content

1. Name/Title Office of Civil Rights
2. Address Montana Department of Transportation
PO Box 201001, Helena MT 59620-1001

3. Signature

Patricia Schwinden

CDF2B6A0A2C34EC...

8/21/2020

Date

Attachment A

Rev. 01/2020

MDT NONDISCRIMINATION AND DISABILITY ACCOMMODATION NOTICE

Montana Department of Transportation ("MDT") is committed to conducting all of its business in an environment free from discrimination, harassment, and retaliation. In accordance with State and Federal law MDT prohibits any and all discrimination and protections are all inclusive (hereafter "protected classes") by its employees or anyone with whom MDT does business:

Federal protected classes

Race, color, national origin,
sex, sexual orientation, gender identity,
age, disability, & Limited English Proficiency

State protected classes

Race, color, national origin, parental/marital
status, pregnancy, childbirth, or medical
conditions related to pregnancy or childbirth,
religion/ creed, social origin or condition,
genetic information, sex, sexual orientation,
gender identification or expression, national
origin, ancestry, age, disability mental or
physical, political or religious affiliations or
ideas, military service or veteran status

For the duration of this contract/agreement, the PARTY agrees as follows:

- (1) **Compliance with Regulations:** The PARTY (hereinafter includes consultant) will comply with all Acts and Regulations of the United States and the State of Montana relative to Non-Discrimination in Federally and State-assisted programs of the U.S. Department of Transportation and the State of Montana, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- (2) **Non-discrimination:**
 - a. The PARTY, with regard to the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract/agreement.
 - b. PARTY will provide notice to its employees and the members of the public that it serves that will include the following:
 - i. Statement that PARTY does not discriminate on the grounds of any protected classes.
 - ii. Statement that PARTY will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).
 - iii. Contact information for PARTY's representative tasked with handling non-discrimination complaints and providing reasonable accommodations under the ADA.

- iv. Information on how to request information in alternative accessible formats.
- c. In accordance with Mont. Code Ann. § 49-3-207, PARTY will include a provision, in all of its hiring/subcontracting notices, that all hiring/subcontracting will be on the basis of merit and qualifications and that PARTY does not discriminate on the grounds of any protected class.

(3) Participation by Disadvantaged Business Enterprises (DBEs):

- a. If the PARTY receives federal financial assistance as part of this contract/agreement, the PARTY will make all reasonable efforts to utilize DBE firms certified by MDT for its subcontracting services. The list of all currently certified DBE firms is located on the MDT website at mdt.mt.gov/business/contracting/civil/dbe.shtml
- b. By signing this agreement, the PARTY assures that:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

- c. PARTY must include the above assurance in each contract/agreement the PARTY enters.

(4) Solicitation for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation, made by the PARTY for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the PARTY of the PARTY's obligation under this contract/agreement and all Acts and Regulations of the United States and the State of Montana related to Non-Discrimination.

(5) Information and Reports: The PARTY will provide all information and reports required by the Acts, Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by MDT or relevant US DOT Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the PARTY will so certify to MDT or relevant US DOT Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(6) Sanctions for Noncompliance: In the event of a PARTY's noncompliance with the Non-discrimination provisions of this contract/agreement, MDT will impose such sanctions as it or the relevant US DOT Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the PARTY under the contract/agreement until the PARTY complies; and/or
- b. Cancelling, terminating, or suspending the contract/agreement, in whole or in part.

Rev. 01/2020

(7) Pertinent Non-Discrimination Authorities:

During the performance of this contract/agreement, the PARTY, for itself, its assignees, and successor in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Federal

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airways Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).
- Executive Order 13672 prohibits discrimination in the civilian federal workforce on the basis of gender identity and in hiring by federal contractors on the basis of both sexual orientation and gender identity.

State

- Mont. Code Ann. § 49-3-205 Governmental services;
- Mont. Code Ann. § 49-3-206 Distribution of governmental funds;
- Mont. Code Ann. § 49-3-207 Nondiscrimination provision in all public contracts.

(8) **Incorporation of Provisions:** The PARTY will include the provisions of paragraph one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and/or directives issued pursuant thereto. The PARTY will take action with respect to any subcontract or procurement as MDT or the relevant US DOT Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PARTY becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the PARTY may request MDT to enter into any litigation to protect the interests of MDT. In addition, the PARTY may request the United States to enter into the litigation to protect the interests of the United States.

Attachment B

Item No.7.

Scope of Work**I. Purpose**

Given that most traffic collisions are preventable, there is a need for effective education and proactive enforcement to increase motorists' knowledge about traffic safety risk factors and deter poor driver choices/behavior. The purpose of this contract is to reduce crashes, injuries, and fatalities associated with impaired driving and lack of proper occupant restraint through High Visibility Enforcement (HVE). The Selective Traffic Enforcement Program (STEP) provides funding for officer base salaries and overtime to deter impaired driving and occupant restraint violations. STEP is used to provide HVE on local high-crash corridors and at high-risk events/timeframes such as rodeos, fairs, and other community events with a history of high fatality rates and injuries caused by impaired driving and non-seatbelt usage.

II. Objectives

Provide HVE through collaboration with other law enforcement agencies during the following:

- A. National mobilizations (Wither Holiday, Memorial Day and Labor Day)
- B. State high-risk timeframes and events (4th of July, St. Patrick's Day, Halloween)
- C. Local high-risk timeframes and special events (rodeos, concerts, county fairs)

III. Use of STEP Funds

- A. STEP funds shall be used for officer patrols focusing on impaired driving, speed and occupant protection.
- B. STEP funds may be used for officer administrative duties (report writing/investigative duties) and court proceedings stemming from DUI arrests made during STEP funded patrols.

IV. Responsibilities

Conduct High Visibility Traffic Enforcement (HVE)

- A. STEP grant funds may be used for funding base salaries and overtime shifts.
- B. Only full-time officers trained in standard field sobriety testing may participate in STEP patrols.
- C. Generate media publicity to in support of HVE (see "Earned Media" below for more information).
- D. Impaired driving and occupant protection violations must be the focus of the patrols funded through STEP.
- E. Conduct sustained enforcement patrols during high-risk timeframes and mobilizations.
 - a. A minimum of three STEP patrols must be conducted each period
 - b. A minimum of four additional patrols must be conducted during national mobilizations and state high risk timeframes
- F. We recognize that officers assigned to STEP patrols may be called away to assist other officers with non-traffic related duties. If these activities comprise more than one quarter of the shift, please do not include this time in the reimbursement request.
- G. Coordinate and participate in multi-jurisdictional law enforcement efforts to maximize the public's perception that HVE is underway

V. Implementation Plan & Deliverables

Action Item	Item No.7.
1. Use full time law enforcement officers for STEP patrols	
2. Collaborate with nearby law enforcement agencies to schedule HVE STEP shifts within the identified targeted enforcement corridors (if applicable). Scheduling should take the following into consideration: a. Time of day (when DUI is most likely to occur) b. Special events c. Local high-risk corridors (based on local data)	
3. Contact local media outlets such as newspapers, radio stations, and television stations in advance of, during, and/or after scheduled STEP patrols	
4. Participate in the three national mobilizations: a. Winter Holiday Season b. Memorial Day Mobilization c. Labor Day Mobilization	
5. Participate in two state/local high-risk timeframes of your choice such as the 4 th of July holiday weekend and a rodeo, county fair, etc.	
6. Collaborate with MHP's Safety Enforcement Traffic Team (SETT) as necessary.	
7. Collaborate with MHP on investigating over-service as it relates to DUI arrests and crashes	
8. Submit a tentative plan for STEP patrols by October 31, 2021	

Earned Media

The contractor will contact local media outlets such as newspapers, radio stations, and television stations in advance of, during, and/or after scheduled HVE patrols. This will be done to make the public aware of the traffic enforcement activities law enforcement is performing and law enforcement's commitment to traffic safety. Communication will include acknowledgement of the Montana Department of Transportations' support and funding for this program.

Public Information & Education Support

The contractor is expected to partner with the media, traffic safety stakeholders and DUI task forces to provide support and education related to traffic safety.

The State Highway Traffic Safety Section will provide a list of contact names and phone numbers for traffic safety stakeholders such as DUI task forces.

Attachment C

Costs of Project/Budget

Total budget for STEP Contract CTS #111207 is \$ **\$13,000.00**. The allowable use of funds is limited to reimbursement for patrols worked by law enforcement officials and Indirect Costs previously approved by MDT. STEP funds may be applied to administrative duties stemming from DUI arrests made during STEP patrols (such as filing reports and court proceedings). All STEP shifts must be in support of impaired driving enforcement and the enforcement of occupant protections laws.

Attachment D

Reporting and invoicing schedule

Progress reports shall be submitted with all requests for reimbursement. Reports and reimbursement requests 30 days following the end of the reporting period outlined below. The Third Period report shall serve as the final report and close-out for contracts. Unless otherwise directed by MDT, all progress reports and reimbursement requests shall be submitted through Webgrants and follow the schedule outlined below for reporting periods.

Report required	Due
Plan. Sustained enforcement and mobilization plans (must be submitted via email to chnewman@mt.gov)	October 30, 2020
Period 1 Report. October 01 – January 31. Includes Winter Holiday Mobilization – one invoice, two reports	February 28, 2021
Period 2 Report. February 01 – May 31. Includes Memorial Day Mobilization – one invoice, two reports	June 30, 2021
Period 3 Report. June 01 – September 30. Includes Labor Day Mobilization – one invoice, two reports	October 31, 2021

Reports are required for all periods and Mobilizations regardless if reimbursement requests are submitted or not.

CITY OF COLUMBIA FALLS
NOTICE OF PUBLIC HEARING

Item No.8.

The Columbia Falls City-County Planning Board will hold a public hearing for the following item at their regular meeting on Tuesday, August 11th, 2020 at 6:30 p.m. at the Council Chambers of City Hall, 130 6th Street West, Columbia Falls, Montana. The Columbia Falls City Council will hold a subsequent hearing on Tuesday, September 8, 2020 starting at 7:00 p.m. in the same location. Both hearings will be conducted in accordance with the most current recommended and/or required public health and safety protocols in place at the time of the hearing. The City website, <https://cityofcolumbiafalls.org>, will contain updated information if there is any change to the planned hearings.

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

Ruis Holdings 540 Nucleus Ave LLC is requesting an Amendment to their Planned Unit Development overlay for the property located at 540 Nucleus Avenue which was the former Bank of Columbia Falls site. The owner is amending the PUD to remove the planned three story south building and will instead remodel the former bank building instead of removing and replacing with a new building at this time. In addition, the owner is amending the north building to allow ground floor residential condominiums on the back half of the building but retaining retail/office space on the front half ground floor. The PUD is proposing two options for 48 parking spacing to serve the site. Option A would construct below grade parking under the north building. The second option would be to construct at grade parking where the old bank offices were located along 1st Avenue West. As with the original PUD, the building height for the north building will be 42'-8" to the top of the roof. The proposed development otherwise conforms to all of the zoning requirements. The property is described as Lots 1-15, Block 37, Columbia Falls Townsite in Section 8, Township 30 North, Range 20 West, P.M.M., Flathead County.

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

DATED this 21st day of July, 2020

Susan Nicosia

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

Publish: Daily Interlake Sunday July 26, 2020

ZONE CHANGE REQUEST
COLUMBIA FALLS AREA ZONING JURISDICTION
RUIS HOLDINGS 540 NUCLEUS AVE LLC - PLANNED UNIT DEVELOPMENT AMENDMENT
CITY OF COLUMBIA FALLS STAFF REPORT # CPUD-20-03
July 28, 2020
AS AMENDED BY THE PLANNING BOARD AUGUST 11, 2020

A report to the Columbia Falls City County Planning Board regarding a request for an Amendment to the Planned Unit Development overlay (PUD) on 540 Nucleus Avenue property.

BACKGROUND INFORMATION

A. PETITIONERS

Ruis Holdings 540 Nucleus Ave LLC
P.O. Box 1928
Columbia Falls, MT 59912

B. PETITIONER'S TECHNICAL ASSISTANCE

Aaron Wallace
Montana Creative
158 Railway Street
Whitefish MT 59937
(406) 862-8152

Doug Peppmeier
TD&H
450 Corporate Drive, Suite 101
Kalispell, MT 59901
(406) 751-5246

C. LOCATION/DESCRIPTION

The property is located at 540 Nucleus Avenue in Columbia Falls and was the site of the original Bank of Columbia Falls. After the bank ceased to operate at this location, the building became office space for numerous businesses and offices; it was used by First Best Place, and most recently a gym. However over the years the buildings have deteriorated and are in need of major remodels. The property is described as Lots 1 - 15 of Block 37 of the Columbia Falls Townsite, Section 8, Township 30 North, Range 20 West, P.M.M., Flathead County.

D. REQUEST

The applicant is requesting to amend the approved PUD for the same property. The PUD approved in April of this year showed two mixed use buildings (commercial and residential) with all of the existing buildings removed to make way for the three story buildings and surface parking. The approved PUD allowed the building to extend up to 37+ feet and the elevator shaft to extend up to 44.5 feet.

With the impact of COVID-19 and new protocols, the applicant no longer wants to incorporate a gym and pool into the same building that provides housing. As a result, the applicant proposes the following two options/amendments to the existing PUD.

Option 1 – Remove the old drive-through bank building on the northwest corner and construct a three story mixed-use building that contains 48 Residential Units (30 two-

bedroom units and 18 studio/one-bedroom units) and 7,500 square feet commercial/retail space on the main floor along Nucleus Avenue. There are four (4) fewer residential units in this proposal. The PUD would also allow residential units on the west half of the main floor. The two buildings on the south side of the block would remain but be remodeled to support commercial/office/retail space. Building height for the new north building will be the same as approved in the original PUD.

Option 1 also includes underground parking with 48 spaces and storage under the proposed mixed use building. In addition, the applicant would maintain the 22 existing surface parking space off of 1st Ave West for a total off-street parking count of 70 spaces.

Option 2 has the same unit count and retail space in the north building. The difference is the underground parking would be eliminated in this option and instead, the applicants would construct 62 surface parking spaces on the southwest corner of the block. They would do this by removing the old bank office building but retaining the southeast bank building.

The applicant is requesting approval of both options so that they can conduct the geotechnical studies and cost analysis for each scenario.

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



Columbia Falls Bank Building to remain with this PUD Amendment but go through an extensive remodel



Zoning Deviations requested with the PUD:

Height – The CB-4 zoning district has a maximum height requirement of 35-feet (Chapter 18.338.040.E). The requested deviation would allow the building to be 37+ feet for the main roof line and 44 .5-feet for the elevator tower. This is the same deviation approved in the original PUD.

First Floor Residential – The CB-4 zoning prohibits residential use on the first floor (18.338.020(H)). The intent of the limitation is to keep ground floor commercial areas active and promote continuity for the retail shopper. The requested deviation only applies to the west half of the building and the structure shows 7,500 sf of commercial/retail space on the Nucleus Avenue frontage.

These deviations will be discussed further in this report.

The PUD overlay¹ is intended as a flexible tool that can be applied to an existing zone in order to encourage a more efficient use of land and public services by allowing, under certain circumstances, a more flexible means of land development than is otherwise generally allowed by the underlying zone. In order for a tract to be eligible for a PUD designation the property has to be two acres in size or the City Council has to recognize the circumstances and approve the smaller PUD size. Downtown PUD's and/or properties rarely exceed two acres in size because a city block is less than two acres. As a result a size deviation is needed to make them work. The PUD overlay allows deviations from the underlying standards of the zone (height, setback, density, parking, etc.) when it can be shown by the applicant that negative impacts have been addressed and the resulting design is equal to or superior to what would have been allowed under the existing zone.

¹ PUD district is defined in Title 18 as: "A district to encourage a more efficient use of land and public services by allowing, under certain circumstances, a more flexible means of land development than is otherwise generally permissible under lot-by-lot restrictions."

E. REASON FOR REQUEST

The proposed PUD complies with the basic land use category of the underlying zoning classification (CB-4) which has no minimum lot area, no minimum lot width, no setbacks from neighboring commercial, no maximum lot coverage, and no minimum parking requirements.

As stated in the application prepared by the Owner's consultants, the COVID-19 pandemic has resulted in providing spaces that can be isolated. The original PUD design had a mixed use building with a gym, pool, and office space sharing lobby space, stairways, elevators, etc. with residential condominium units.

The proposed amendment will move the gym space to one of the existing buildings on the south side of the block. The mixed use building will have 7,500 sf feet of commercial retail space on the ground floor but that space is isolated from the stairwells, and elevators serving the residential units.

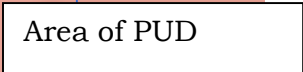
Because the proposed PUD Amendment eliminates the south building proposed in the initial PUD, the current request reduces the footprint of the applicable area by almost half as remodeling of existing commercial structures is a permitted use within the CB-4 zoning and would not require a PUD or CUP unless the remodel structure exceeds 10,000 sf.

F. EXISTING LAND USE

The subject property consists of three structures that made up the original Columbia Falls Bank complex. After the bank left, the buildings on Block 37 have been used for many different businesses and offices over the years.

G. ADJACENT ZONING AND LAND USE:

North	CB-4(PUD)	Multi Family Condominium/Masons Lodge
South	CB-4	Commercial/ Residential
East	CB-4	Commercial/Restaurant
West	CR-4	Office/Commercial



Source – Flathead County GIS



Source: Google Earth - Photo date 7/26/14

H. GROWTH POLICY DESIGNATION

The Growth Policy map shows the property is within the Commercial designation.

I. UTILITIES/SERVICES

The property is located inside the City limits of Columbia Falls.

<u>Water</u>	Columbia Falls Municipal Water
<u>Sewer</u>	Columbia Falls Municipal Sewer
<u>Fire Protection</u>	Columbia Falls City Fire Department
<u>Police Protection/</u>	Columbia Falls City Police
<u>Electricity</u>	Flathead Electric

J. LOT SIZE DETAILS

The site is made up of all of Block 37 of the original Columbia Falls Townsite. The block measures approximately 250 by 262 for total square footage of 65,500 which is 1.50 acres in size. The CB-4 zoning district does not have a minimum lot size, maximum lot coverage, minimum parking requirement and typically does not have setback requirements except when abutting residential zoned properties. As the property is in the downtown where buildings are intended to be built to the lot line, there is usually just a minimal amount landscaping required except when parking is proposed.

EVALUATION BASED ON STATUTORY CRITERIA

This request is reviewed pursuant to the criteria set forth in Section 76-2-304, M.C.A.; and as stated by the Montana Supreme Court; Chapters 18.348, Planned Unit Development Standards, and Chapter 18.428, Large Building Standards of the Columbia Falls Area Zoning Ordinance. The following findings are made:

1. Conformity to the Large Building Criteria as required in Columbia Falls Zoning Ordinance Section 18.428.

1. Facades and Exterior Walls:

- A. The proposed north building is greater than 60-feet in length and the applicants have incorporated numerous recess and projections along the façade of the building on all four sides to comply with these standards.
- B. All four sides of the building have windows and architectural elements such as belly bands, wainscot, and textural changes in siding materials. The Nucleus Avenue and Fifth Street frontages have covered sidewalks.
- C. The proposed building uses a combination of board and battens siding, shake siding and brick. The varied roof structures (Flat, Shed and hipped) provide architectural interest and break up the building facades.

2. Roofs and Parapets:

- A. The applicant chose a traditional, "Small Town Commercial" architectural style with flat roofs and parapets typical of small town commercial buildings. There will be roof top units (RTU) on the building. These will be situated on the building to screen the view.
- B. The parapets appear to meet the minimum standards and the parapets show a three dimensional cornice treatment. These will be reviewed in more detail at the time of building permit.
- C. The cornices have a three dimensional treatment.
- D. The applicant proposes flat roofs with cornices.
- E. The applicant is not proposing sloped roofs.
- F. The roof appears to have three plains/heights.
- G. The applicant is requesting a deviation from the CB-4 height standards of 35-feet. The applicant is requesting the maximum height of the buildings be 37+ feet for the main roof and the elevator shaft will extend up to 44.5 feet. The project went through the Columbia Falls Site Review process with the City departments and Chief Karl Weeks reviewed the height deviation from a health and safety standpoint. The multi-family building will be fully sprinkled as required by the IBC and the City's new ladder truck will provide access to the roof. In addition the applicant is providing roof access. Staff is recommending approval of the height deviation

3. Entrance:

The building has a front and rear entrance. The Nucleus Avenue entrances are located with recessed entry ways, canopy coverings and display windows. The 1st Avenue west entrance only appears to have a small canopy. This entrance will need to incorporate at least two more architectural elements from Section 18.428.050 of the Columbia Falls Zoning Ordinance.

4. Materials and Color:

- A. The proposed plan set shows a mix of exterior siding materials and colors.
- B. The applicant has suggested that the owner plans to use as much local labor and material as possible.
- C. The color of the structure is earth tone browns reflecting that of the wood and brick materials.

- D. The trim compliments the wall colors and is not bright.
- E. The applicant is not proposing any concrete block, tilt-up concrete, or smooth faced steel.

5. *Landscaping:*

- A. The site is in the urban downtown and made up of traditional city lots. Per code section 18.428.020, we may recognize that not all areas of the City fit all elements of the design requirements. In the instance of landscaping and open space, the Columbia Falls Downtown is an area with zero lot line setbacks and on-street parking so that the buildings embrace the pedestrian. The site plan does indicate that areas along the west and north sides of the building will have landscaping. There will also be planter boxes along the north side of the proposed building. The walkway from the parking lot to Nucleus and between the new north buildings and the existing south buildings indicates that there will be a renovated courtyard space. A detailed landscaping plan will need to be submitted with the building plan so that it can be approved as meeting the zoning regulations.



- B. The final landscape plan will insure an appropriate amount of landscaping is devoted to a downtown redevelopment project.

- C. The proposed building is in the downtown commercial district with zoning code that encourages buildings to the lot line. The traditional downtown development encouraged by the code and growth policy does not provide for large expanses of green space or preservation of native vegetation. The downtown is the heart of the urban area and the area that we promote the highest densities and intensities to create a vibrant commercial area
- D. The regulations require that large buildings on sites of less than 30 acres provide a 10-foot landscape buffer around the perimeter of the site. The intent of this standard is to provide some buffering and mitigate some of the shadowing effect on adjacent uses. This contradicts the intent of the downtown business district which wants structures to be up to the sidewalk to encourage pedestrian movement along the street. The proposed setback complies with the CB-4 zoning designation and larger setbacks would not be appropriate.
- E. The applicant is proposing two options which primarily impact parking:

Option 1: Construct 48 underground parking spaces below the proposed north building. The applicant will also utilize the existing 22 parking spaces associated with the existing southwest building. This option creates 70 off-street parking spaces.

Option 2: The applicant will not construct underground parking but instead will remove the southwest commercial building and reconstruct the surface parking lot to create 62 off-street parking spaces.

With Option 1, the applicant is not changing the parking configuration of the surface parking lot or changing the footprint of the existing building. Therefore this parking area would be “grandfathered” from the parking lot landscaping requirements. However in Option 2 where the southwestern building is removed and the parking lot will need to comply with the landscaping requirements. For example, there will need to be planter strips between the sidewalks along 1st Ave West and 6th Street West and the new parking lot.

The applicant may have to rebuild some of the sidewalk should it be destroyed during the construction of the new building. The entrance to the building connects to the sidewalks on the north, south and east sides of the building. A pedestrian alleyway provides pedestrian movement from the parking areas to the north and south buildings as well as Nucleus Avenue.

The applicant does not propose any parking isles greater than 30 spaces in length as required by code.

The parking lot does not exceed 120 spaces so it does not require segmenting into smaller lots.

No traffic calming (such as speed bumps or round-about) is proposed. The driving isle is only 132 feet long.

Grocery or box type stores are not proposed within the project so cart corrals are not proposed within the parking lot.

6. *Snow Storage.*

The applicant provided a site plan that lacks snow storage areas. The drainage plan will be reviewed by public works and a snow storage plan will be reviewed at that time.

7. *Lighting*

- A. At this point in time we do not have a sign package or lighting information for the building use which is typical for projects at this stage. Not many developers would go to the expense to design all of the building details when they don't know if they have approval to construct the building. The City of Columbia Falls requires all applicants to fill out a sign application and receive a sign permit from the City prior to erecting any signage. The City staff will review the sign permit application for compliance with the standards of the Columbia Falls Zoning Regulations prior to issuing a sign permit.
- B. The lighting package will be reviewed with the building plans for compliance with full shields and/or opaque shields for direct lights to walks, entrances and parking areas.
- C. The maximum height of the parking lot lights will be 18 feet.

8. *Pedestrian Circulation*

- A. There is a wide public sidewalk on all four sides of the property within the City's 5th Street, 1st Ave West, Nucleus Avenue, and Sixth Street right-of-ways. The applicant is proposing sidewalk along the south side of the north building which links First Avenue with Nucleus Avenue and all of the parking and buildings in between.
- B. The main entrances to the north and south buildings are at the sidewalk so pedestrian access is easily accommodated.
- C. As this is a downtown project, the public sidewalks provide the pedestrian access to the building and as the CB-4 zoning district has a zero lot line setback when abutting other commercial property a vegetated boulevard is not required.
- D. The existing/proposed surface parking lot provides access to the sidewalks on 1st Avenue and Sixth Street as well as the walkway connecting 1st Avenue to Nucleus. The proposed underground parking area provides access to stairwells within the building.
- E. There are no bicycle lanes proposed with the project.
- F. A trash receptacle for the public as well as bike racks will need to be a condition of approval.

9. *Community Space*

- A. As this project is in the downtown business district and fronted by four public sidewalks additional public pedestrian amenities are not applicable to this site.

10. *Trash and receiving*

- A. The applicant's site plat is showing a trash enclosure in the parking surface lot in both Options 1 and 2. The applicant will construct a site obscuring fence with gates around the dumpster site as indicated on the site plan. The applicant shall include plans for the refuse enclosure with the building plans.
- B. The developer is not proposing a loading dock.
- C. No outdoor storage is proposed.

2. **Does the requested zone comply with the Growth Policy?**

The mixed use building with commercial use on the ground floor along Nucleus Avenue and residential use in the rear of the main floor and 2nd and third floors promotes the

growth policy by providing a residential component to the downtown. These proposals allow long and short term residents can walk to shops and services which in turn promotes a vibrant downtown area. With the exception of the ground floor residential use, the proposal is in compliance with the zoning and with the Columbia Falls Growth Policy. If the governing body approves the PUD amendment the project will also be in compliance with zoning.

The Columbia Falls Growth Policy provides the following:

Chapter 2 – Growth Management

- Policy 6 Encourage infill development where full public services are available.
- Policy 10 Design and locate development to protect public health and safety; insure adequate provision of service; fit the character of its surroundings; and encourage the most appropriate use of the land. Community character shall represent the following values identified by the community in the public input process: scenic, small town ambience, outdoor lifestyle, western town, historic/cultural assets, national park gateway, wildlife, walkable community, winter sports.

Chapter 3 Land Use – Residential

- Goal 1 An adequate supply and mix of housing options (in terms of cost, location, type and design) to meet the needs of present and future residents.
- Policy 4.b Small high density residential districts are encouraged to be dispersed throughout the urban area. These districts should be located predominately near schools, buffering retail and business areas and adjacent to major streets.
- Policy 4.g High density areas should be fully served by urban infrastructure and service. This includes paved streets, curbs, sidewalks abutting residential lots, boulevards, and public sewer and water.

Chapter 4 Land Use – Commercial

- Policy 1.b. Utilize Planned Unit Developments as a tool to ensure that commercial areas provide appropriate buffers to adjacent residential areas and that all planned uses are compatible.
Central Business District:
- Policy 2a Work to promote redevelopment, revitalization of commercial buildings in the downtown core.
- Policy 2d Reinforce and take advantage of downtowns strengths, including its higher concentration of people, investment in buildings and infrastructure, intricate mix of land use, historic and architectural character, pedestrian orientation, and visitor attraction.
- Recognize that there are special parking considerations downtown which differ from other areas, encourage innovative parking management, effective regulation of on-street parking, shared parking provisions, parking standards that encourage reuse of upper floors, and provisions of public parking lots and structures.
- Support mixed use projects in this area which blend traditional commercial with office and residential housing opportunities.

- Policy 3 Continue to encourage the design of new commercial and multi-family developments to incorporate pedestrian access, well designed and landscaped off-street parking, integrated signage and the screening of storage areas and refuse collections areas.

The proposed PUD is being reviewed under the City's "Large Building" standards which were adopted right before the 2008 economic downturn. The Large Building standards incorporate many of the goals and policies of the Growth Policy as outlined above. The City has been looking to increase the residential presence in the commercial district as a way to boost growth in downtown area restaurants and retail services. The proposed condominiums also have the possibility of increasing the downtown tourist presence by offering short term rentals.

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

The parcel is located in the downtown business district where high concentrations of people and traffic are anticipated. Having a mixed use building with residential use within walking distance of grocery, restaurant, office, and dental businesses will reduce automobile congestion while potentially increasing the use of downtown businesses.

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

The project was reviewed by the Columbia Falls Fire Chief and he is satisfied with the basic site plan. Items such as the required sprinkling and hose connections (FDC) will be reviewed at the time of building plan review. However the Fire Chief would like one FDC on Nucleus for the south building and the second FDC on Fifth Street for the north building. The property has good access to the City streets. The Fire Chief wants the turning radius on the internal parking lot of Option 2 to meet code for a 40-foot ladder truck. As stated previously, the Fire Chief will recommend roof access be provided to the new building.

Although not required the Fire Chief would highly recommend Knox Boxes be incorporated into the buildings at the FDC locations. The applicant has indicated in the application that they will provide Knox Boxes.

The Fire Chief also pointed out that the old bank building had a tunnel that ran from the main building to the drive-through and the old office building. If these tunnels remain, the applicant will need to insure that the parking lot driving isles can support a 70,000 pound ladder truck.

5. Will the requested change promote the health and general welfare?

The site is located well outside of any floodplains, wildland urban interface or other hazards. The subject property is zoned CB-4 which anticipates dense development and the project will connect to municipal sewer and water services.

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

The site is zoned CB-4 which is the downtown business district. In this district, buildings are expected to abut the sidewalk and touch or come close to touching the neighboring building.

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

The property is zoned CB-4 (Central Business) and this zoning designation anticipates intensive uses. Given the performance standards of the "Large Building" provisions, the location of the project in the downtown will not overcrowd the property.

8. Will the requested zone avoid undue concentration of people?

As stated previously the existing zoning anticipates large concentrations of people. The infrastructure is available to address the residential use which would be far less impacting than a comparably sized commercial building.

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

The project will redevelop an entire City block in the downtown although only the north building needs deviations through the proposed PUD Amendment. The project abuts four city streets with a significant commercial presence on three of those sides. There are city sidewalks on all adjacent streets. 5th Street connects to the school three blocks west of the project. A city park is located five blocks northeast of the property. The project will connect to municipal sewer and water services.

10. Does the requested zone give reasonable consideration to the peculiar suitability of the property for particular uses?

The proposed PUD does give consideration to the CB-4 zoning as it proposes all permitted uses. The first floor commercial along Nucleus Avenue compliments the neighboring commercial uses. The first floor residential on the west half of the building faces the first floor residential approved for the Duval site. The land use pattern mimics a traditional downtown business with the retail storefront along the street and storage or office space to the rear of the building. The second and third floor residential use is a recent trend in Columbia Falls but not new to historic downtowns. These residential units will utilize nearby commercial uses and provide a 24 hour presence in the downtown.

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

The character of the neighborhood is primarily commercial with nearby restaurants, grocery, services, etc. In the past few years there has been new second/third floor residential added to the downtown as well and there is the existing second floor residential in the Nord Building. In this specific part of Nucleus, the commercial district is two blocks deep. The mixed use PUD and proposed height all fit within the fabric of the downtown and both the new and old construction.

12. Will the new zoning affect property values?

The existing uses consist of the original Bank of Columbia Falls building which is currently used for a gym, the old drive-through teller building which is not currently in a state to be rented out, and the old B & B store which currently has office space. None of these structures have been maintained very well for the last ten or more years and

are at the point they either need serious work or they be redeveloped as propose this application. The new structure and proposed remodeling should improve property values in the downtown area and perpetuate the trend of building owners investing and improving buildings in the historic business district of Columbia Falls.

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

The property is zoned CB-4 (Central Business). Mixed use is encouraged in the downtown as the residential uses help support the commercial uses. The mixed use facilitates walkable communities by providing opportunity for people to walk or bike to work. The proposed use is exactly what the Columbia Falls Land Use documents encourage in the municipality.

SUMMARY

The PUD request conforms to the Columbia Falls City Growth Policy, and complies with the “Large Building” standards, and the findings as discussed above. The project will be fully served by Municipal services. The requested PUD allowing up to a 44.5 foot building is supported by staff and has been reviewed for public health and safety by the Columbia Falls Fire Chief.

RECOMMENDATION

Staff recommends that the Columbia Falls City-County Planning Board and Zoning Commission adopt Columbia Falls Planning Office Staff Report #CPUD-20-03 as findings of fact and recommend approval of the PUD subject to the following conditions:

1. The City Council approves a PUD in an area less than two acres.
2. The Ruis Holding 540 Nucleus Ave LLC PUD will allow the following deviations:
 - Building Height – The maximum building height is 37+ feet for the main roof line and 44.5-feet for the elevator tower
 - First Floor Residential – the west half of the ground floor may allow ground floor residential and at a minimum there will be 7,500 sf of commercial/retail space on the Nucleus Avenue frontage.
 - Approval of the PUD will allow the applicant to choose one of the two proposed options for off-street parking.
3. The project shall be built in substantial compliance with the submitted “Nucleus Mix Use” application and all accompanying drawings, as prepared by Montana Creative.
4. Prior to the submittal of plans for the building permit, the applicant shall work with the Columbia Falls Fire Chief for approval of the FDC locations, Knox Box location, roof access, and turning radius within the parking lot should the applicant go with Option 2.
5. The mixed use structures shall be fire sprinkled in accordance with the IBC.
6. Should the old bank tunnels remain, the applicant shall provide a Professional Engineer’s certification that the parking lot driving isles will support a 70,000 pound ladder truck.
7. Landscaping and landscaping features will generally follow the PUD plan with the understanding that the PUD plan is not a detailed Landscaping Plan. The applicants shall provide the City Manager a detailed Landscape plan. The landscape plan shall be

approved and the landscaping installed prior to the issuance of an occupancy permit. If, due to weather, the landscaping cannot be completed prior to occupancy, the applicant may enter into a developer's agreement with the City of Columbia Falls and provide security (bond or letter of credit) in the amount of 125% of the landscape improvements. The security amount will be determined by actual bid or licensed engineer. The developer's agreement will not be for longer than six months.

8. Any sidewalk or public infrastructure damaged by the demolition or reconstruction of the building shall be replaced per the Columbia Falls Public Works Standards.
9. All connections to sewer and water along with any work in the City's right-of-way shall require review and written approval from the Columbia Falls Public Works Director.
10. The City Planning/Zoning staff will review the sign permit application for compliance with the standards of the Columbia Falls Zoning Regulations prior to issuing a sign.
11. The applicant shall install a bike rack and trash receptacle in the parking lot and one bike rack on the Nucleus Avenue side of the site.
12. Any RTU will be screened or sited on the roof so that they are not visible from the public way.
13. The applicant will construct a site obscuring fence with gates around the dumpster site as indicated on the applicant's site plan. The refuse screening shall be included with the building permit plans.
14. The light details will be reviewed at the building permit stage to insure that they comply with the 18-foot height standards and that all lighting has full cut off and/or opaque shields.
15. The 1st Avenue West entrance will incorporate at least two more architectural elements from Section 18.428.050 of the Columbia Falls Zoning Ordinance
16. All conditions of the PUD shall be complied with prior to the issuance of the occupancy permit or otherwise addressed as provided for in this PUD.
17. Safety fencing will be installed around the project during construction.

**CITY OF COLUMBIA FALLS
MINUTES OF THE REGULAR MEETING
HELD AUGUST 11, 2020**

CALL TO ORDER AND ROLL CALL

PRESENT

Claudette Byrd-Rinck via ZOOM/phone
Kurt Nelson via phone
Patti Singer
Robert Smith
Steve Duffy

ABSENT

Russ Vukonich
Mike Shepard
Steve Hughes
Sam Kavanagh

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

APPROVAL OF MINUTES:

Minutes of the July 14, 2020 Regular Planning Board Meeting - Motion made by Singer, seconded by Smith to approve the minutes as read. Voting Yes: Claudette Byrd-Rinck, Kurt Nelson, Patti Singer, Robert Smith, Steve Duffy.

VISITOR OR PUBLIC COMMENT: None.

PUBLIC HEARINGS AND ACTION:

Acting Chairman Duffy read the notice of hearing and asked for the staff report presentation.

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

Ruis Holdings 540 Nucleus Ave LLC is requesting an Amendment to their Planned Unit Development overlay for the property located at 540 Nucleus Avenue which was the former Bank of Columbia Falls site. The owner is amending the PUD to remove the planned three story south building and will instead remodel the former bank building instead of removing and replacing with a new building at this time. In addition, the owner is amending the north building to allow ground floor residential condominiums on the back half of the building but retaining retail/office space on the front half ground floor. The PUD is proposing two options for 48 parking spacing to serve the site. Option A would construct below grade parking under the north building. The second option would be to construct at grade parking where the old bank offices were located along 1st Avenue West. As with the original PUD, the building height for the north building will be 42'-8" to the top of the roof. The proposed development otherwise conforms to all of the zoning requirements. The property is described as Lots 1-15, Block 37, Columbia Falls Townsite in Section 8, Township 30 North, Range 20 West, P.M.M., Flathead County.

CITY OF COLUMBIA FALLS
MINUTES OF THE REGULAR MEETING
HELD AUGUST 11, 2020

Planner Mulcahy presented Staff Report CPUD-20-03 to the Board. The amended plan for the PUD was brought forward in part due to Covid-19 protocols making the applicant re-evaluate their plans. They decided to segregate the health club/gym and residential uses. Mulcahy recommended 16 conditions similar to the ones in the previously adopted PUD.

Duffy asked the Board if they had any questions for Mulcahy. Duffy asked if the underground parking option was viable and if a geotechnical engineer had studied it. Mulcahy stated they covered the reasons in the application and that this proposed amended project is very scaled down. Duffy asked what happens to the rest of the block after the phases are complete. Mulcahy stated that Phase 1 is the construction of the north building. Phase 2 is to remodel the old bank and other buildings, possibly adding a pool on the southeast corner. Mulcahy noted that more green space will be kept under the amended plans. Smith verified that residential use is ok on the ground level floor. Mulcahy confirmed that it is permitted with a PUD. Singer questioned if the residences would be individually owned, Mulcahy confirmed that the applicant has indicated that the units will be condos.

Duffy asked the applicant to present to the Board. Aaron Wallace, of Montana Creative, Architect, presented the options as outlined in the staff report. Wallace noted that Option 1 was to use the existing bank tunnels for parking, with one space per residence. Option 2 is the north building containing 2.5 floors of residential use and .5 of the ground floor for commercial, approximately ¼ of the block will be parking. The total residential units are 48, with studios on the 1st floor and 2 or 3 bedrooms on the 2nd and 3rd floor. There are two commercial units on the first floor. The owner wants to keep the Nucleus side (east side) for commercial use and transition to residential on the west side of the building. Residential spaces are easier to rent than commercial spaces. CB-4 allows for vacation rentals with appropriate inspections and licensing. Vacation rentals would drive use in the downtown area. 62 parking spots would be created, although none are required for the CB-4 zone. The commercial uses could include a restaurant but the actual use is unknown at this time. The old bank building would be renovated and kept in use.

Duffy asked the Board if they had any questions for the applicant. Singer asked if there were any issues with residential use on the ground level of the Duvall building to which Mulcahy stated there had been none. Duffy questioned why there would be an objection to first floor residential. Wallace replied that usually downtown development like window-shoppers for the commercial uses. Wallace stated that is why the owner planned the commercial uses on Nucleus Ave.

Duffy opened the hearing at 7:12PM and closed the hearing with no one wishing to testify. Nicosia noted that the City had not received any written comments on the amended PUD application.

Motion made by Singer, seconded by Byrd-Rinck to adopt Staff Report CPUD-20-03 as findings of fact. Voting Yes: Claudette Byrd-Rinck, Kurt Nelson, Patti Singer, and Steve Duffy. Voting No: Robert Smith.

Duffy said this is very similar to the first plan. Smith stated the applicant is trying to promote both residential and commercial downtown but he disagrees with the first floor residential. Residential use is supposed to be long-term and these will likely be vacation rentals. Wallace said there are only 15 ground floor units and 48 total units. Smith said there is potential for the units to become downtown vacation rentals, which are inexpensive to manage and have less hoops to jump through. Singer replied that not necessarily all of them would become vacation rentals and she stated that vacation rentals are not necessarily easier to manage. She stated that the commercial area needs help and adding residences downtown would help them and possibly drive more commercial uses downtown. The use of the space is up to the individual homeowners Singer noted.

**CITY OF COLUMBIA FALLS
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HELD AUGUST 11, 2020**

Nelson stated that he agrees with Singer's comments. Duffy asked about current commercial space on the plans. Wallace stated that currently there is 7,500 sq. ft. planned commercial and 15,000 sq. ft. residential. He noted that the owner has found it is extremely hard to fill that large amount of commercial space, especially when there is already vacant commercial spaces downtown.

Duffy motioned to add Condition 17: install safety fencing around the project during construction. Seconded by Singer, all members voted in favor.

Motion made by Singer, seconded by Byrd-Rinck to recommend approval of the PUD with 17 Conditions to City Council. Voting Yes: Claudette Byrd-Rinck, Kurt Nelson, Patti Singer, and Steve Duffy. Voting No: Robert Smith.

ADJOURNMENT – 7:28 PM

Acting Chairman

Alex Vissotzky | Public Works Clerk



Planning Department

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

PHONE (406) 892-4391

FAX (406) 892-4413

Item No.8.

PETITION FOR PLANNED UNIT DEVELOPMENT AMENDMENT

NAME OF APPLICANT: Ruis Holdings 540 Nucleus Ave LLC

MAIL ADDRESS: PO Box 1928 _____

CITY/STATE/ZIP: _ Columbia Falls, MT 59912___PHONE: 619-889-7749_

INTEREST IN PROPERTY: _Owner_____

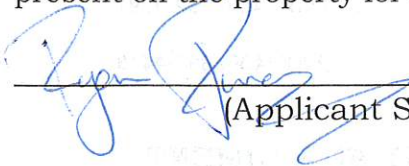
PLEASE COMPLETE THE FOLLOWING:

- A. Address of the property: 540 Nucleus Ave.
- B. Legal Description: COLUMBIA FALLS, S08, T30 N, R20 W, BLOCK 37, Lot 1-15
- C. On a separate sheet describe the proposed change(s) to the PUD and state specifically any language change and show in detail any drawing or map change.
- D. On a separate sheet describe the changed or changing conditions that make the proposed amendment necessary.
- E. Attach a copy of the original PUD. (Staff will provide this attachment)

HOW WILL THE PROPOSED CHANGE AFFECT THE FOLLOWING: (On a separate sheet provide the following information)

- A. PUD conformance with the Growth Policy.
- B. Effects of street congestion and provisions for safe ingress and egress.
- C. Promotion of safety from fire, panic and other dangers.
- D. Promoting the public interest, health, comfort, convenience, safety and general welfare.
- E. Preventing the overcrowding of land.
- F. Avoiding undue concentration of population.
- G. Facilitating the adequate provision of transportation, water, sewage, schools, parks and other public facilities.
- H. Giving reasonable consideration to the character of the district.
- I. Giving consideration to the peculiar suitability of the property for particular uses.
- J. Protecting and conserving the value of buildings.
- K. Encouraging the most appropriate use of land by assuring orderly growth.

The signing of this application signifies approval for Columbia Falls Planning staff to be present on the property for routine monitoring and inspection during approval process.

 Authorized Agent
(Applicant Signature)

7-6-2020
(Date)

APPLICATION PROCESS

Pre-Application Meeting:

A discussion with the planning director or designated member of staff must precede filing of this application.

Completed application form.

Application fee per schedule, made payable to the Columbia Falls Planning Department.

The application must be accepted as complete by the Columbia Falls Planning staff **thirty-five (35) days prior** to the date of the planning board meeting at which it will be heard in order that requirements of state statutes and the zoning regulations may be fulfilled.

Application Contents:

1. Petition signed by the real property owners.
2. A map showing the location and boundaries of the property.
3. A title report of the subject property or other certified identification of all current owners and lienholders.

On a separate sheet describe the proposed change(s) to the PUD and state specifically any language change and show in detail any drawing or map change.

1. The original PUD application was for (2) buildings that exceeded the zoning height limits and required review of the large building standards and approval for exceeding the 35' allowed height requirement. The PUD was approved per our plans. This amendment to the original PUD would include the following:
2. A request for Residential units of the first floor of the revised North Building which requires City approval.
 - a. We are proposing to modify the originally proposed North building to the following;
 - i. Remove the Gym component of the building.
 - ii. Provide 48 Residential units with (15) two-bedroom units on both the second and third floors and (18) studio or one bedroom units on the West half of the first floor.
 - iii. Provide apx. 7,500 sf of commercial space on the first floor on the east half of the building along Nucleus Ave.
 - iv. The building will be the same height as the originally approved PUD.
 - v. The building will retain a similar exterior look and design as the original PUD with modifications to allow for the revised design. This design does meet the Large building design standards.
 - vi. Parking Options A & B.
Due to unknown costs and structural concerns at the time of this submittal we are proposing (2) options for parking related to the PUD and are asking for approval of either option at this time so the project can move forward in a timely manner with either option.

Option A is to provide 48 under building parking spots with access to the garage through the existing teller building location and tunnel system. The former Bank Building and Blue Building with its surface parking would remain as is with the current parking counts of 22 spots. In this proposal 70 parking spots would be provided. No parking spots are required in this zoning.

Option B is to remove the existing Blue building and provide surface parking on the SE portion of the block. With this revised site lay out we would be able to provide 62 Parking spots. The existing Tunnel system would be reviewed to see if it can meet the required loading to park and drive over it based on the City and Code requirements. If it cannot, it would either

be modified to allow the required loading or removed as required. No parking spots are required in this zoning.

- b. We will no longer be doing a new mixed-use south building as part of the PUD amendment. It is anticipated that the existing two buildings on the site will remain as part of the project and get renovated in future phases or removed as outlined in Option B of the parking request. Those future phases would meet the current zoning requirements but if any future additions pushed either building above the Large building thresholds or other zoning requirements that would require further conditional review, we would come back for a CUP for that project. Otherwise the existing parking and landscaped areas on the site will remain the same except as outlined on the plans to develop the new North Building.

On a separate sheet describe the changed or changing conditions that make the proposed amendment necessary.

3. Due to the recent Covid-19 pandemic and further economic review of the proposed project it has been determined that putting a series of residential units over a gym and pool space and another building with residential units over commercial and open parking spaces became economically unfeasible. The revised project provides a simpler North building to construct with stacked structural and plumbing and simpler mechanical systems by not incorporating a pool as part of the building. It also is more economical to use the one or two of the existing buildings on the site for future commercial and gym space and adding an attached stand-alone pool area in future phases vs. removing the existing buildings which is costly and building all of this space new.

The overall use of the site remains the same with the additional requested element to allow Residential units on a portion of the First Floor. We have located the Residential units on the West half of the building which faces internally to our block on the south and towards Glacier Courtyards on the North side west of the alley that has residences on the First floor. The West façade faces a series of smaller commercial buildings. By providing commercial space on the East Façade along Nucleus and on the North façade ½ way down the block we feel that the design presents a live edge along the active street front. Having the residential units facing other residential units along the west ½ of the block will provide an appropriate street front opposite of each other and should not have an overtly negative affect on the commercial units to the West. The current situation has a former teller building and parking spaces on the west end of the site that are not being used in any significant manner at this time. We anticipate that the design will keep a live commercial face and edge on the Nucleus side of the block and ½ way down the block to the west. The overall building looks as one building broken up in a series of different masses and should continue its commercial active feel on its North and West facades. The original design

had a pool and locker rooms in the spaces we are now proposing as residential and would have limited change in creating a live street face compared to what we are now proposing.

The residential units on the first floor are studio units and it is anticipated they and possibly the rest of the units will act much of the time as VRBO units. Nightly rentals are an allowed use in this district. Hotels, which these units will act in many ways like, are an allowed use in the CB-4 district.

The economic driver in buildings of this type in the Valley are the residential units, which as outlined in the already approved PUD, bring in people to live and visit providing an economic stimulus to the area and especially the downtown core. We are providing apx. 7,500 sf of commercial space at the most visible face as well as the residential units in the revised plan.

PUD conformance with the Growth Policy.

Chapter 2 – Growth Management

The prior design of the project was approved meeting the Growth Policy per the following outline. We feel that the original analysis of the project meeting the Growth Policy still is applicable:

- Policy 6 Encourage infill development where full public services are available
- Policy 10 Design and locate development to protect public health and safety; insure adequate provision of service; fit the character of its surroundings; and encourage the most appropriate use of the land. Community character shall represent the following values identified by the community in the public input process: scenic, small town ambience, outdoor lifestyle, western town, historic/cultural assets, national park gateway, wildlife, walkable community, winter sports.

Chapter 3 Land Use – Residential

- Goal 1 An adequate supply and mix of housing options (in terms of cost, location, type and design) to meet the needs of present and future residents.
- Policy 4.b Small high-density residential districts are encouraged to be dispersed throughout the urban area. These districts should be located predominately near schools, buffering retail and business areas and adjacent to major streets.
- Policy 4.g High density areas should be fully served by urban infrastructure and service. This includes paved streets, curbs, sidewalks abutting residential lots, boulevards, and public sewer and water

Chapter 4 Land Use – Commercial

- Policy 1.b. Utilize Planned Unit Developments as a tool to ensure that commercial areas provide appropriate buffers to adjacent residential areas and that all planned uses are compatible.
- Central Business District:
- Policy 2a Work to promote redevelopment, revitalization of commercial buildings in the downtown core.
- Policy 2d Reinforce and take advantage of downtowns strengths, including its higher concentration of people, investment in buildings and infrastructure, intricate mix of land use, historic and architectural character, pedestrian orientation, and visitor attraction.
- Recognize that there are special parking considerations downtown which differ from other areas, encourage innovative parking management, effective regulation of on-street parking, shared parking provisions, parking standards that encourage reuse of upper floors, and provisions of public parking lots and structures.

- Support mixed use projects in this area which blend traditional commercial with office and residential housing opportunities.

Chapter 7 Urban Design/Historic and Cultural Facilities

- Policy 3 Continue to encourage the design of new commercial and multifamily developments to incorporate pedestrian access, well designed and landscaped off-street parking, integrated signage and the screening of storage areas and refuse collections areas.
- The proposed PUD was reviewed under the City's "Large Building" standards which were adopted right before the 2008 economic downturn. The Large Building standards incorporate many of the goals and policies of the Growth Policy as outlined above. The City has been looking to increase the residential presence in the commercial district as a way to boost growth in downtown area restaurants and retail services. The first, second and third floor condominiums also have the possibility of increasing the downtown tourist presence by offering short term rentals.

Effects of street congestion and provisions for safe ingress and egress.

- The parcel is located in the downtown business district where high concentrations of people and traffic are anticipated. Having a mixed-use building with first, second and third floor residential use within walking distance of grocery, restaurant, office, and dental businesses will reduce automobile congestion while potentially increasing the use of downtown businesses. Access to the buildings parking is at a current teller location that during its operation had a much higher traffic pattern than what this project would anticipate at a similar location. The building is set back from the street face on the west end providing for visibility into and out of the garage access. The main traffic will exit onto a secondary street that people will then be able to disperse and then access primary streets from. Walking access into the building on the residential units will be available on the East and West ends as well as mid building on the south side. The commercial units primary access will be on the East facades along Nucleus.

Promotion of safety from fire, panic and other dangers

- The project will be reviewed by the Columbia Falls Fire Chief and based on the prior review we will incorporate the following aspects: An FDC on the East and West ends of the North Building. Knox boxes at the FDC locations. The building will be sprinkled and meet all fire and building standards. The project is bordered by City streets on (3) and possible (3 ½) sides and has open space around all faces of the building providing good access. There is no attic spaces on the building and will we provide roof top access through a central stairway and the building will be able to be accessed with a 40' ladder truck to the roof.

Preventing the overcrowding of land.

- The property is zoned CB-4 (Central Business) and this zoning designation anticipates intensive uses. Given the performance standards of the "Large Building" provisions, the location of the project in the downtown will not overcrowd the property. The proposed building has a smaller footprint than the original design.

Will the requested zone avoid undue concentration of people?

- The existing zoning anticipates large concentrations of people. The infrastructure is available to address the residential use on the first floor and the overall project which is 4 residential units less than what was originally proposed. The

residential use would be far less impacting than a comparably sized commercial use.

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

- The project will redevelop an entire City block in the downtown with the PUD requesting a use for the North 1/3 of the block. As such, the project abuts four city streets with a significant commercial presence on three of those sides. There are city sidewalks on all adjacent streets. 5th Street connects to the school three blocks west of the project. A city park is located five blocks northeast of the property. The project will connect to municipal sewer and water services.

Does the requested design give reasonable consideration to the character of the district?

- The character of the neighborhood is primarily commercial with nearby restaurants, grocery, services, etc. In the past few years there has been new second/third floor residential added to the downtown as well as an apartment building with residential units across from the building on the Northwest side. In this specific part of Nucleus, the commercial district is two blocks deep. The mixed-use PUD and proposed height all fit within the fabric of the downtown and both the new and old construction. The revised plan keeps two existing buildings that are part of the current fabric and will help keep the building elevations lower to provide more light onto the street from the west which was a concern of the original design. To this point, filling commercial spaces in the downtown core has been more difficult than residential tenants. This project provides for a reasonable amount of residential units on the site while still providing commercial space along the more desirable Nucleus street frontage. Placing commercial space on the North and West face would be a much more difficult space to fill based on the current economic dynamics of the downtown.

Giving consideration to the peculiar suitability of the property for particular uses.

- The property is zoned CB-4 (Central Business). Mixed use is encouraged in the downtown as the residential uses help support the commercial uses. The mixed use facilitates walkable communities by providing opportunity for people to walk or bike to work. The proposed use is what the Columbia Falls Land Use documents encourage in the municipality.

Protecting and conserving the value of buildings.

- The new design proposes renovating the existing Blue building and former Bank building and putting on a possible pool addition as part of a separate phase instead of tearing them down. With the upgrades we would anticipate seeing a much more attractive Blue building and a renovated former bank building with an updated façade while keeping more green space along Nucleus helping conserve aspects of the existing downtown. The new North Mixed-use building is proposing a Modern downtown façade with a historical look and built out of high-quality materials which will help bring added value and growth to the downtown core.

Encouraging the most appropriate use of land by assuring orderly growth.

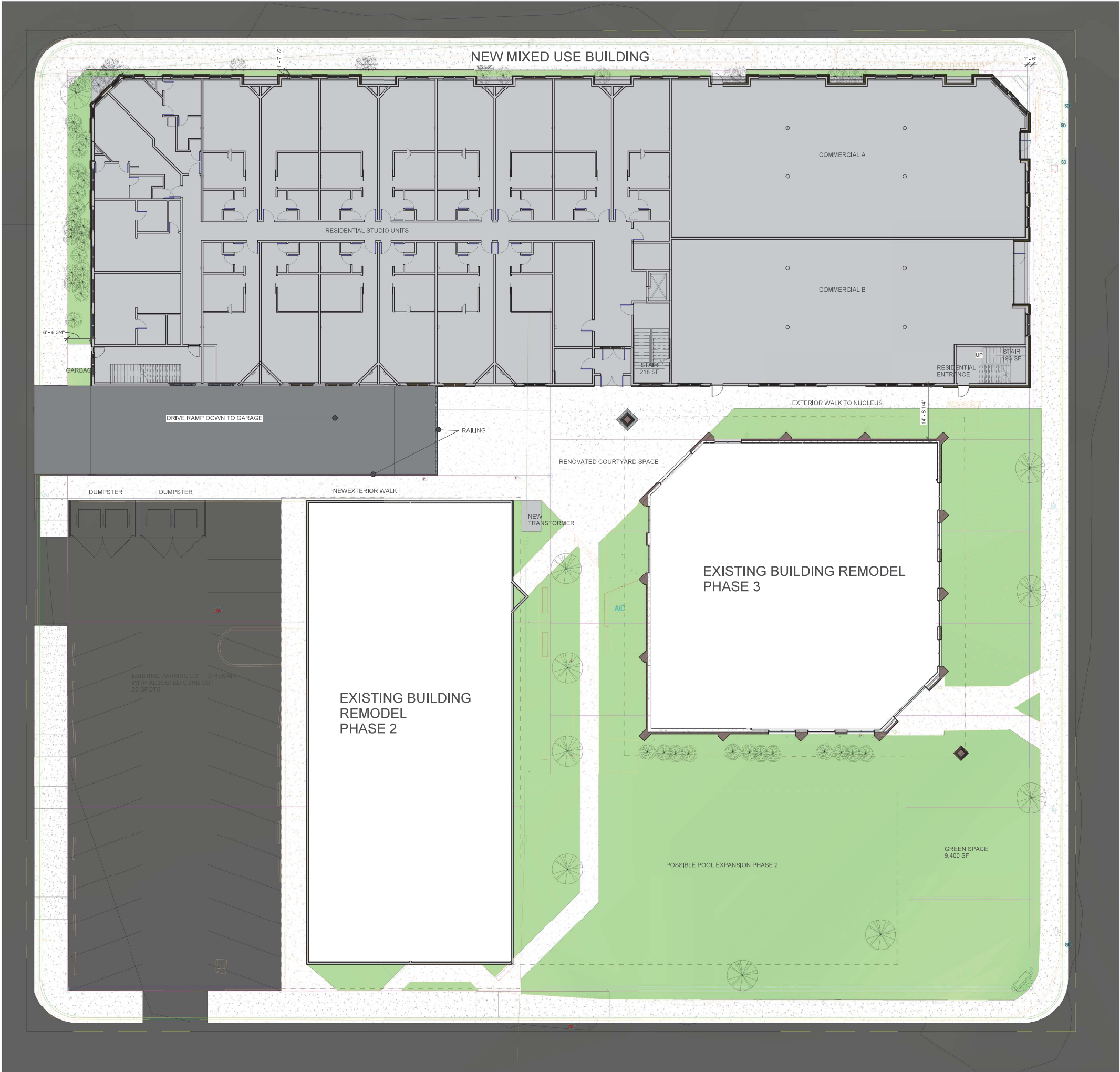
- The project is the same intended uses as the original design but is requesting to allow residential units on the first floor for the west half of the building. By maintaining and renovating the existing two buildings on the block and providing

for new commercial and residential units on the north 1/3 of the block we will be providing for appropriate growth in an underutilized area of the downtown core and be able to provide parking on site in appropriate numbers for the proposed buildings.

Item No.8.



2 ARCHITECTURAL SITE PLAN w/BACKGROUND
A2.0 1" = 100'-0"



1 SITE PLAN
A2.0 3/32" = 1'-0"

NOT FOR CONSTRUCTION 7/6/2020

OPTION A SITE PLAN

Item No.8.

19-5

Reg. No. 2832 Date: 7/6/2020

AARON J. WALLACE

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Project Number: 19-59
Date: 7/6/2020
Drawn By: Drafter
Checked By: Checker
Revision Date:

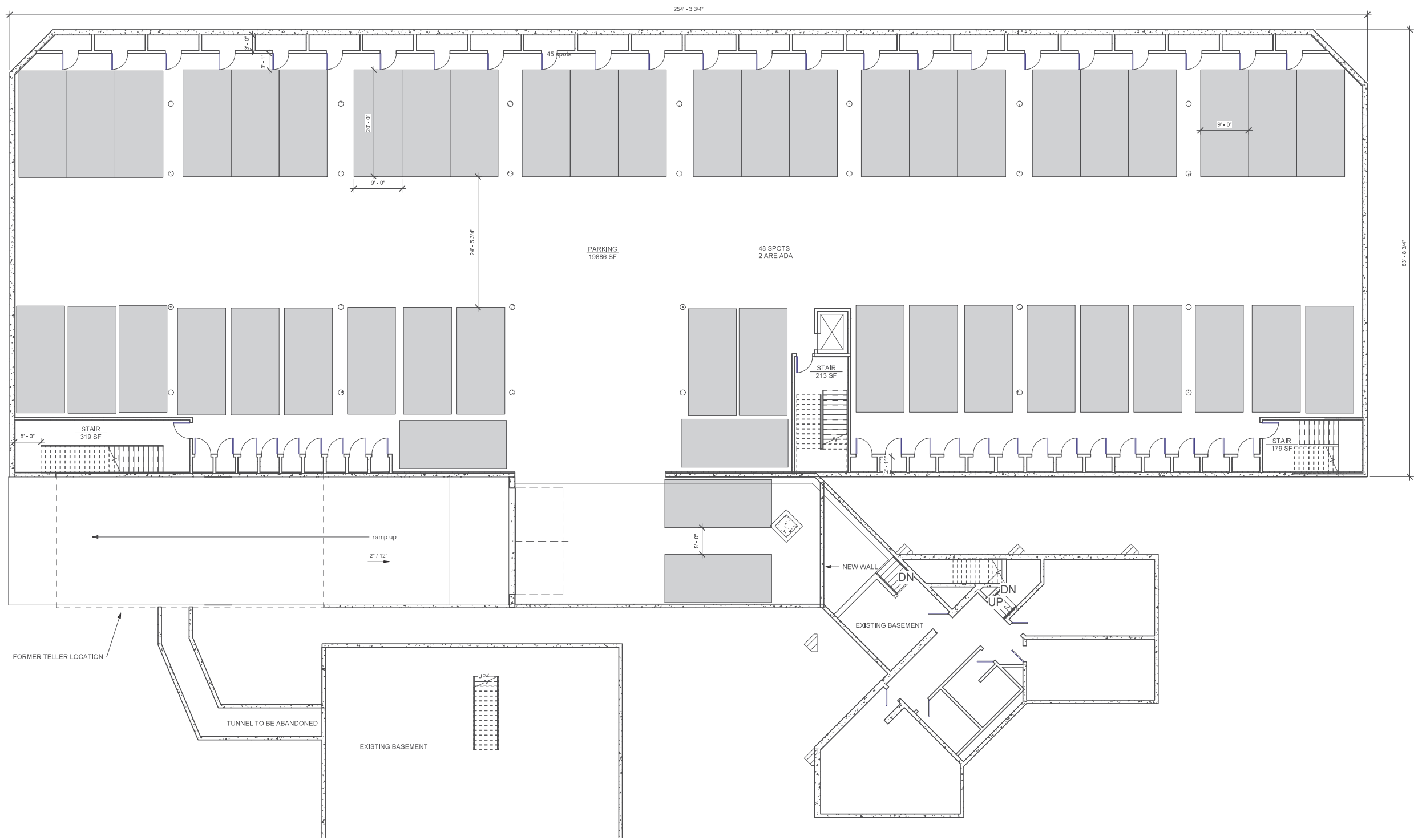
REVISION SCHEDULE		
#	DESCRIPTION	DATE

Montana Creative
architecture + design



MONTANA CREATIVE
ARCHITECTURE + DESIGN
158 RAILWAY ST.
WHITEFISH, MT 59937
406.862.2152
FAX# 406.862.2153

RUIS NUCLEUS MIXED USE OPTION A
COMMERCIAL AND CONDO UNITS
NUCLEUS AVE
BLUMBIA FALLS, MT



1 GARAGE
A2.1 1/8" = 1'-0"

NOT FOR CONSTRUCTION 7/6/2020

PARKING LEVEL

Item No.8.

19-5

Reg. No. 2832 Date: 7/6/2020

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Project Number: 19-59
Date: 7/6/2020
Drawn By: Author
Checked By: Checker
Revision Date: 06/25/20

REVISION SCHEDULE		
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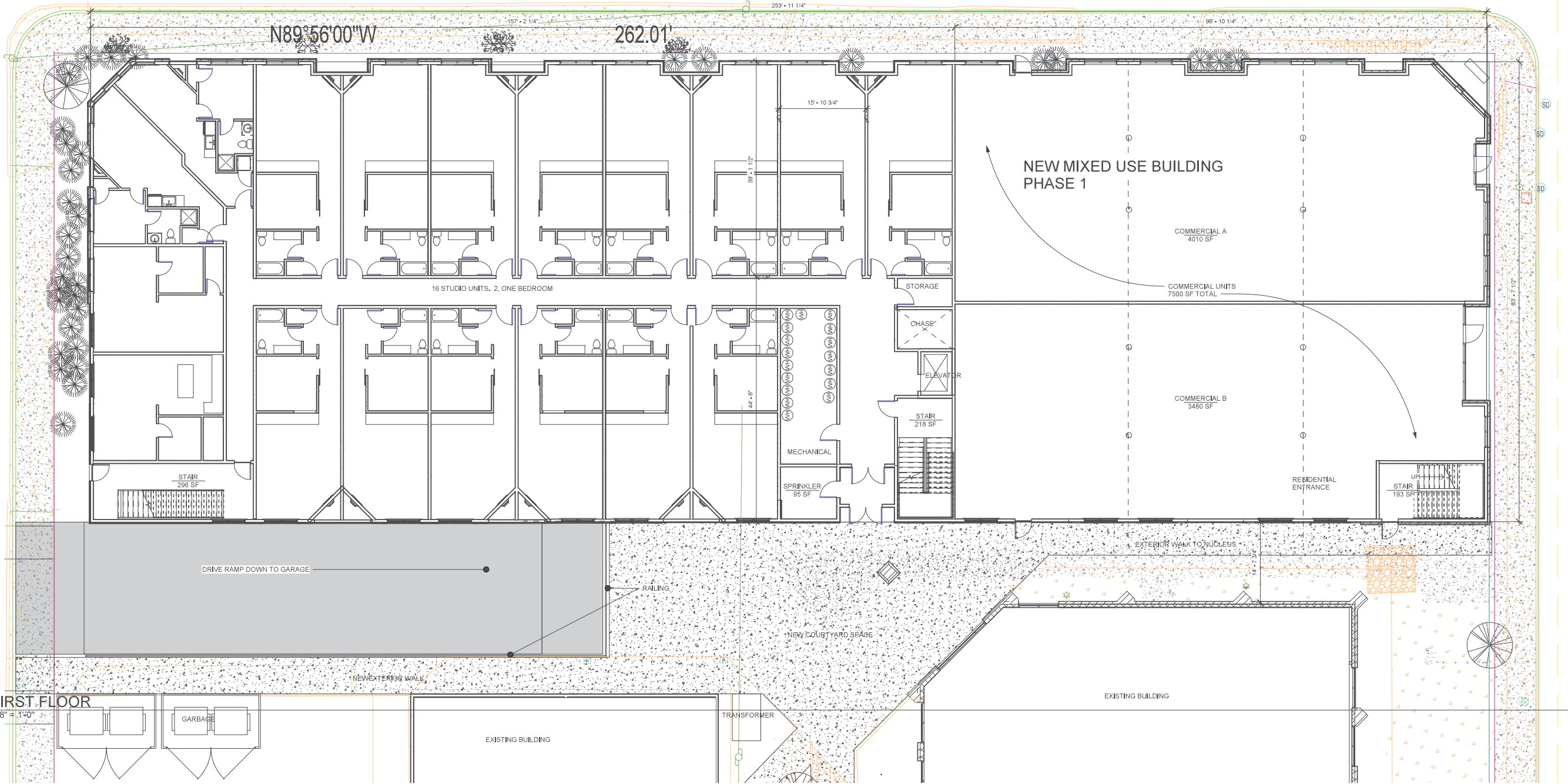
Montana Creative
architecture + design



MONTANA CREATIVE
ARCHITECTURE + DESIGN
158 RAILWAY ST.
WHITEFISH, MT 59937
406.862.2152
FAX# 406.862.2153

RUIS NUCLEUS MIXED USE OPTION A
COMMERCIAL AND CONDO UNITS
NUCLEUS AVE
BLUMBIA FALLS, MT

1
A2.2
FIRST FLOOR
1/8" = 1'-0"



NOT FOR CONSTRUCTION 7/6/2020

Item No.8.

19-5

Reg. No. 2832 Date: 7/6/2020

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Project Number: 19-59
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Checked By: Checker
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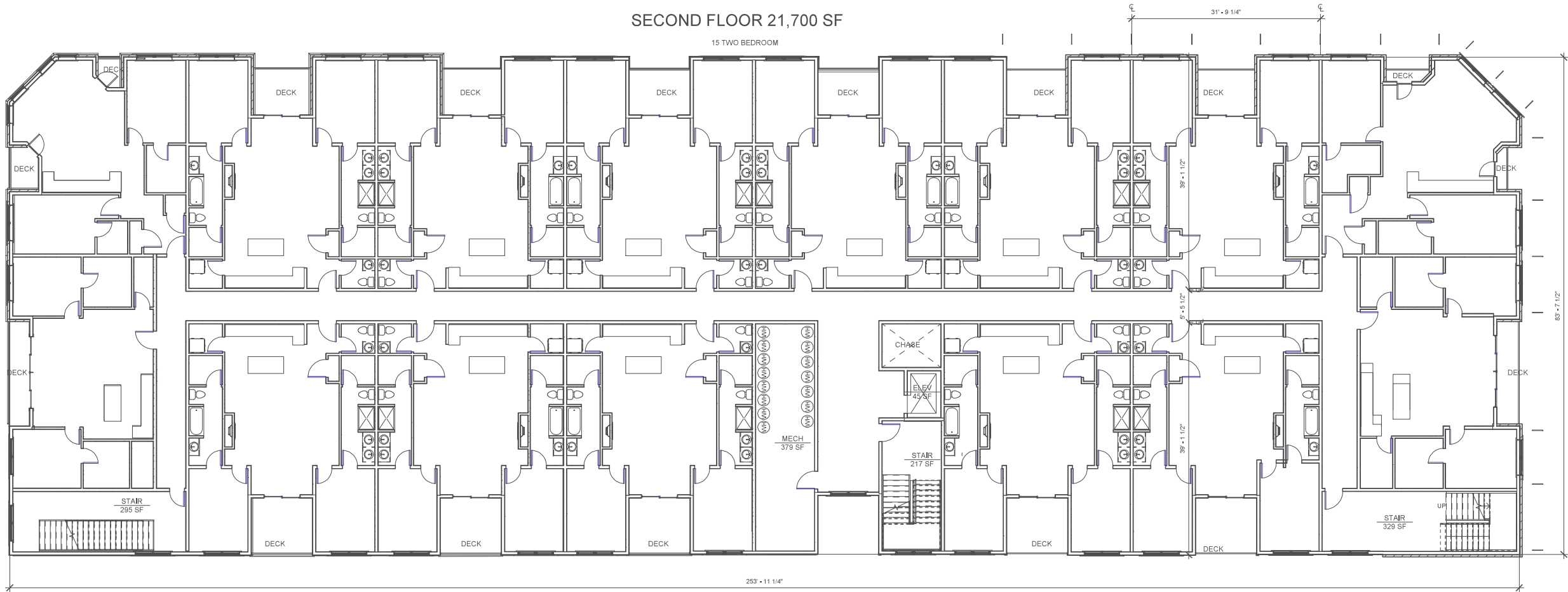
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#	DESCRIPTION	DATE

MONTANA CREATIVE
ARCHITECTURE + DESIGN
158 RAILWAY ST.
WHITEFISH, MT 59937
406.862.2152
FAX# 406.862.2153

RUIS NUCLEUS MIXED USE OPTION A
COMMERCIAL AND CONDO UNITS
JCLCUS AVE
BLUMBIA FALLS, MT

FIRST FLOOR PLAN



1 SECOND FLOOR
A2.3 1/8" = 1'-0"

NOT FOR CONSTRUCTION 7/6/2020

Item No.8.

19-5

Reg. No. 2832 Date: 7/6/2020

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REVISION SCHEDULE		
#	DESCRIPTION	DATE

#	DESCRIPTION	DATE

Montana Creative
architecture + design



MONTANA CREATIVE
ARCHITECTURE + DESIGN
158 RAILWAY ST.
WHITEFISH, MT 59937
406.862.2152
FAX# 406.862.2153

RUIS NUCLEUS MIXED USE OPTION A
COMMERCIAL AND CONDO UNITS
NUCLEUS AVE
BLUMBIA FALLS, MT

253' - 11 1/4"



- 81 -



1 EAST BUILDING ELEVATION
A3.1 1/8" = 1'-0"



4 WEST BUILDING ELEVATION
A3.1 1/8" = 1'-0"



3 SOUTH BUILDING ELEVATION
A3.1 1/8" = 1'-0"



2 NORTH BUILDING ELEVATION
A3.1 1/8" = 1'-0"

NOT FOR CONSTRUCTION 7/6/2020

BUILDING ELEVATIONS

Item No.8.

19-5

Reg. No. 2832

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Project Number: 19-59
Date: 7/6/2020
Drawn By: AJW
Checked By: Checker
Revision Date:

REVISION SCHEDULE		
#	DESCRIPTION	DATE

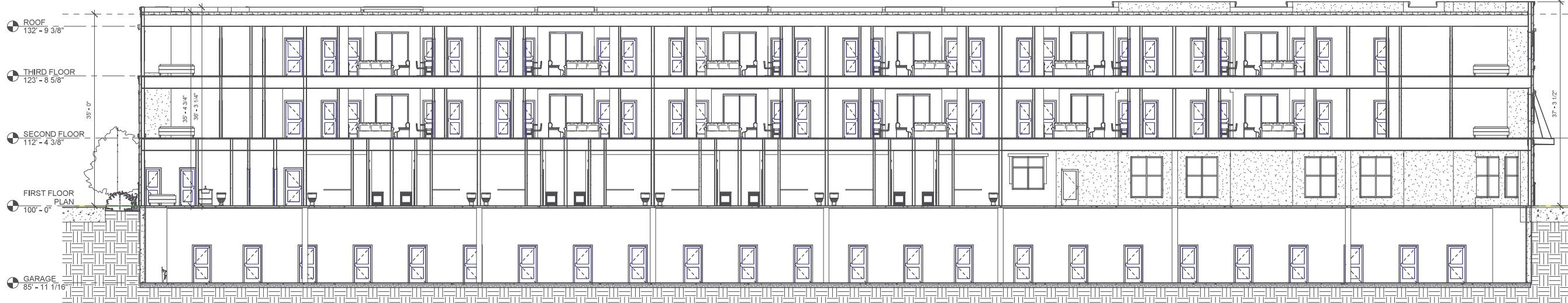
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architecture + design



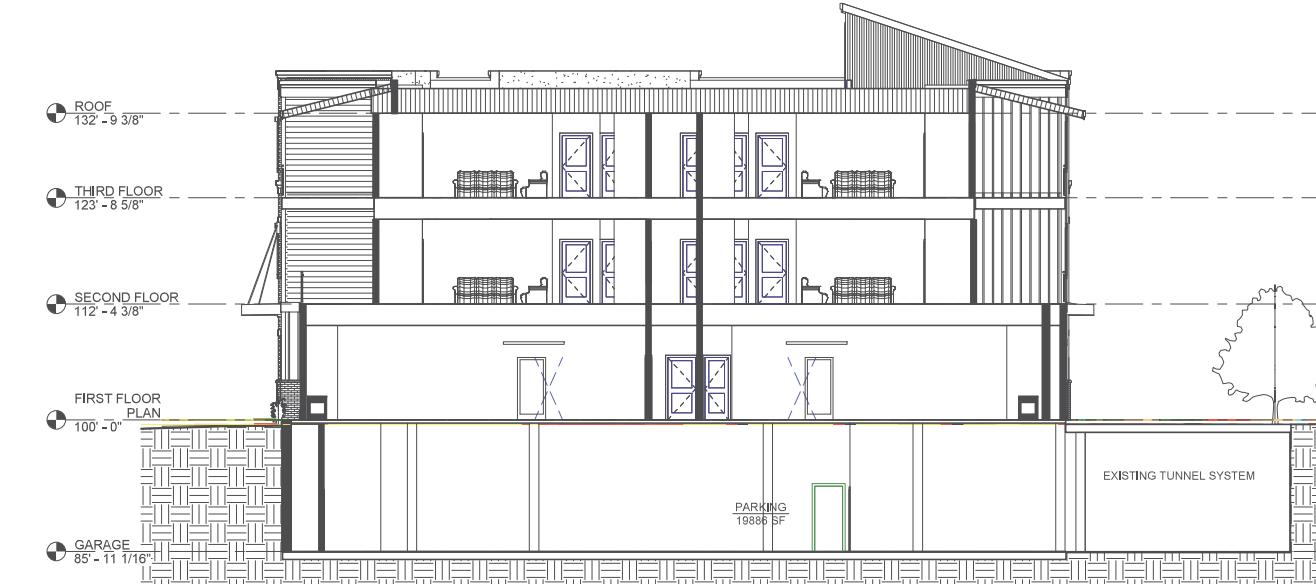
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WHITEFISH, MT 59937
406.862.2152
FAX# 406.862.2153

RUIS NUCLEUS MIXED USE OPTION A
COMMERCIAL AND CONDO UNITS

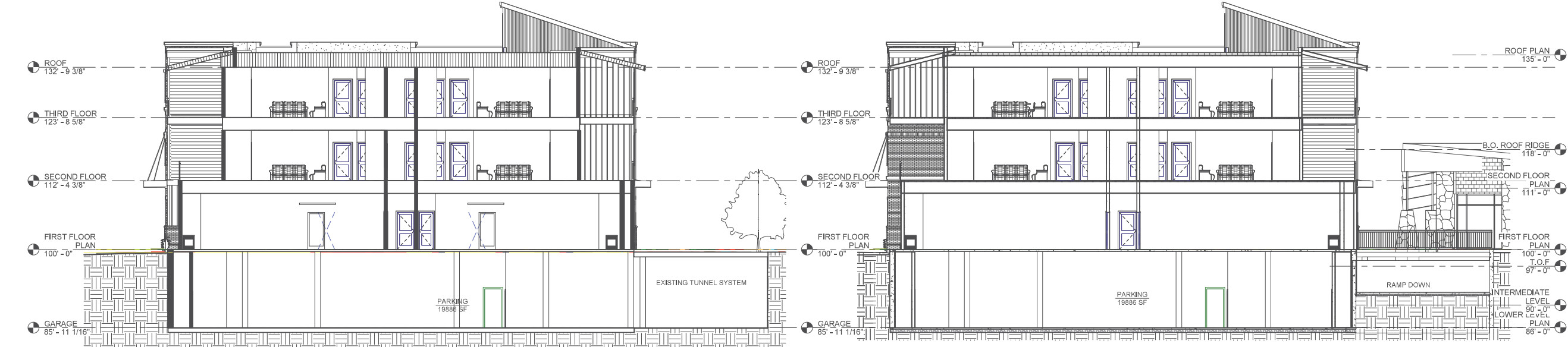
1000 S. JACOB AVE
BLUMFIELLS FALLS, MT



1 Section 4
A4.1 1/8" = 1'-0"



2 Section 2
A4.1 1/8" = 1'-0"



4 Section 6
A4.1 1/8" = 1'-0"



3 Section 1
A4.1 1/8" = 1'-0"

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BUILDING SECTIONS

Item No.8.

19-5

Reg. No. 2832 Date: 7/6/2020

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Date: 7/6/2020
Drawn By: Drafter
Checked By: Checker
Revision Date:

REVISION SCHEDULE		
#	DESCRIPTION	DATE

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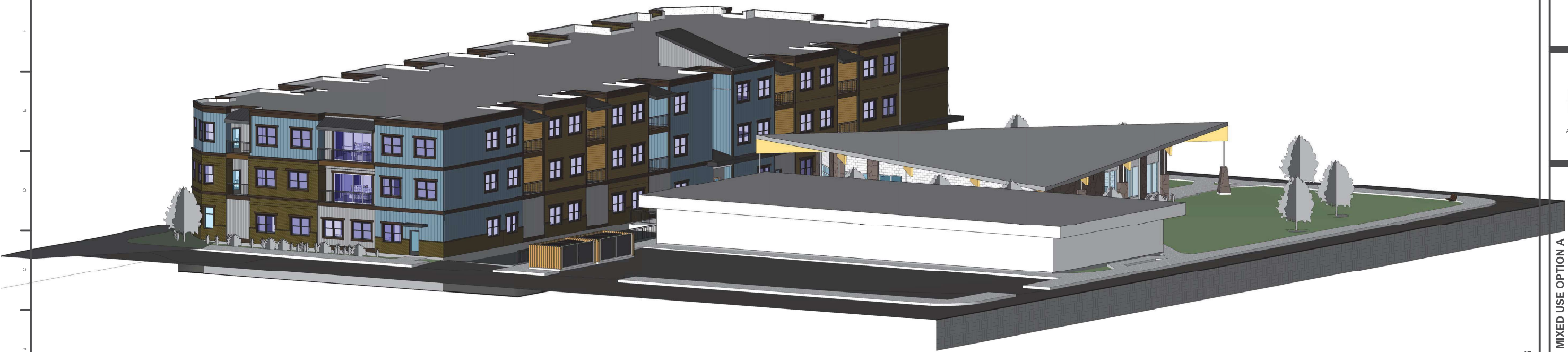


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ARCHITECTURE + DESIGN
158 RAILWAY ST.
WHITEFISH, MT 59937
406.862.2152
FAX# 406.862.2153

RUIS NUCLEUS MIXED USE OPTION A
COMMERCIAL AND CONDO UNITS
JCLEUS AVE
DUMBIA FALLS, MT



1 FROM NE
A9.2



2 FROM SW
A9.2

NOT FOR CONSTRUCTION 7/6/2020

PERSPECTIVES

Item No.8.

19-5

Reg. No. 2832 Date: 7/6/2020

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Project Number: 19-59
Date: 7/6/2020
Drawn By: Drafter
Checked By: Checker
Revision Date: 12/18/17

REVISION SCHEDULE

#	DESCRIPTION	DATE

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RUIS NUCLEUS MIXED USE OPTION A
COMMERCIAL AND CONDO UNITS
NUCLEUS AVE
BLUMBIA FALLS, MT

- 84 -



1
A9.3 PERSPECTIVE FROM NE



6
A9.3 PERSPECTIVE FROM NW

NOT FOR CONSTRUCTION 7/6/2020

PERSPECTIVES

Item No.8.

19-5

Reg. No. 2832 Date: 7/6/2020

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Project Number: 19-59
Date: 7/6/2020
Drawn By: Author
Checked By: Checker
Revision Date: 10/03/18

REVISION SCHEDULE		
#	DESCRIPTION	DATE

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406.862.2152
FAX# 406.862.2153

RUIS NUCLEUS MIXED USE OPTION A
COMMERCIAL AND CONDO UNITS
NUCLEUS AVE
BLUMBIA FALLS, MT



1
A9.4 PERSPECTIVE FROM SE



2
A9.4 PERSPECTIVE FROM SW

NOT FOR CONSTRUCTION 7/6/2020

PERSPECTIVES

Item No.8.

19-5

Reg. No. 2832 Date: 7/6/2020

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Drawn By:	Author
Checked By:	Checker
Revision Date:	01/24/20

REVISION SCHEDULE		
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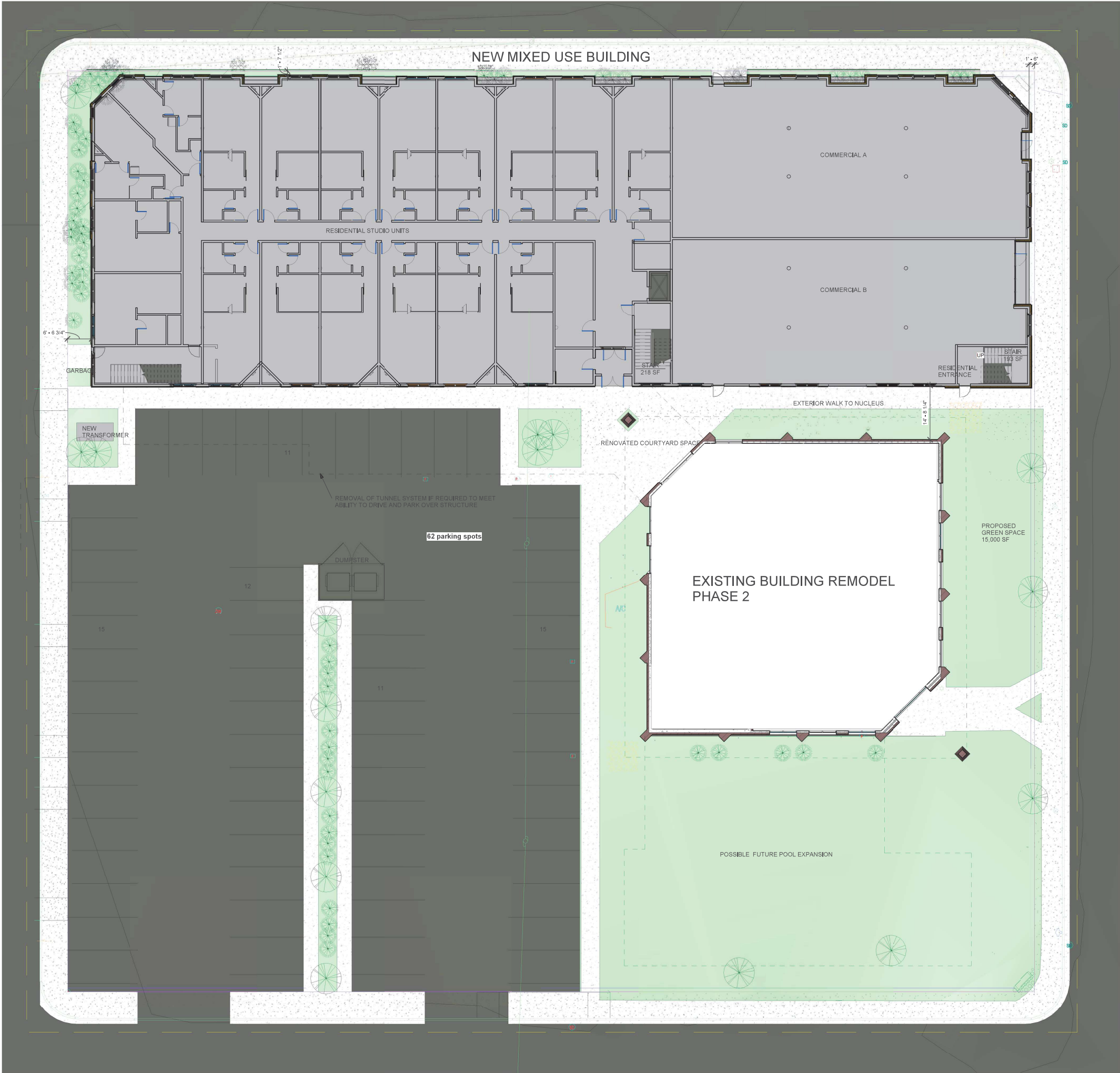
MONTANA CREATIVE
ARCHITECTURE + DESIGN
158 RAILWAY ST.
WHITEFISH, MT 59937
406.862.2152
FAX# 406.862.2153

RUIS NUCLEUS MIXED USE OPTION A
COMMERCIAL AND CONDO UNITS
NUCLEUS AVE
DULMBIA FALLS, MT

- 86 -



2 ARCHITECTURAL SITE PLAN w/BACKGROUND
A2.0 1" = 100'-0"



1 SITE PLAN NO UNDER BUILDING PARKING
A2.0 3/32" = 1'-0"

NOT FOR CONSTRUCTION 7/6/2020

SITE PLAN, NO UNDER BUILDING PARKING

Item No.8.

19-5

Reg. No. 2832 Date: 7/6/2020

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Revision Date:

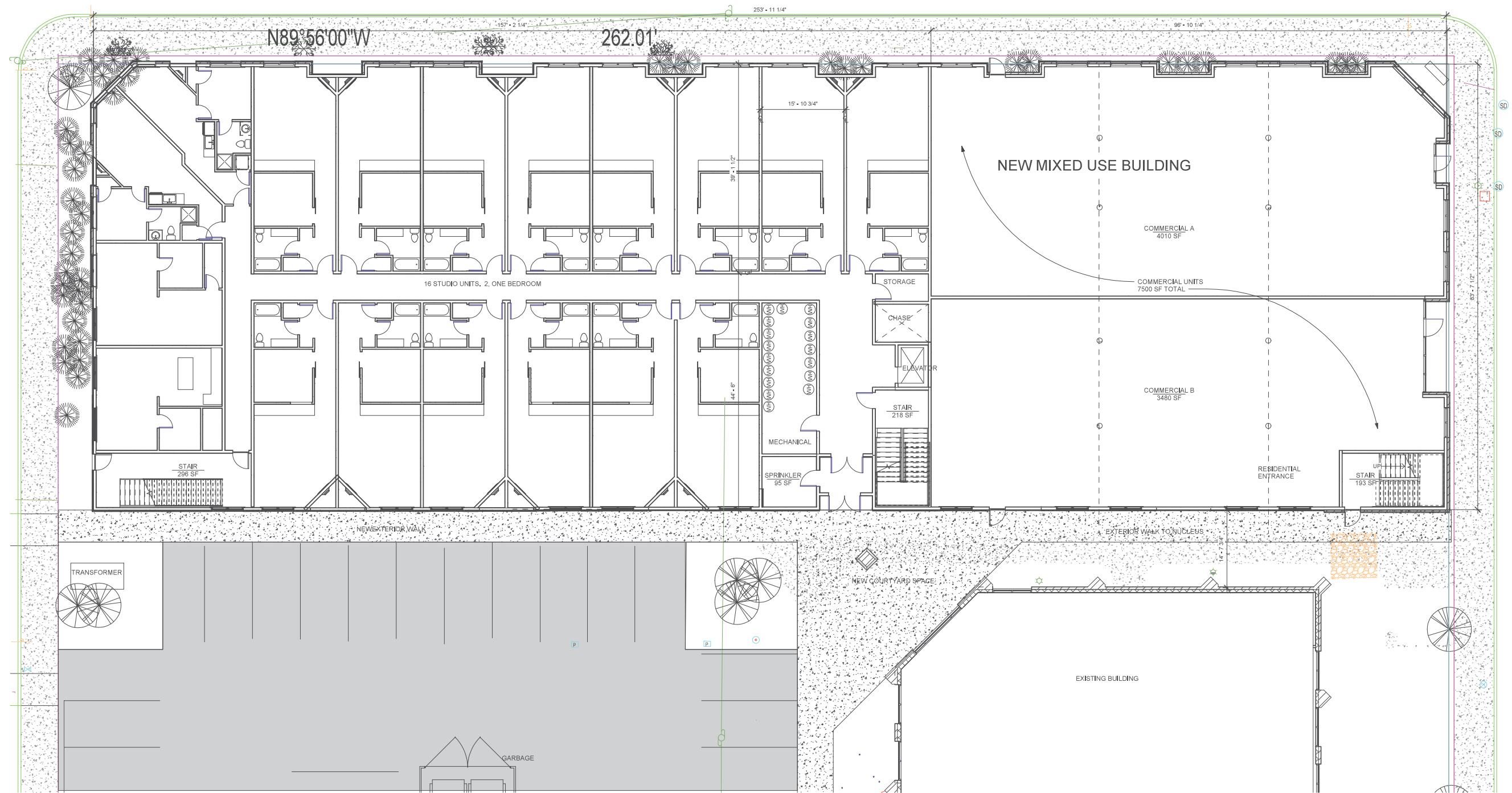
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406.862.2152
FAX# 406.862.2153

RUIS NUCLEUS MIXED USE OPTION B
COMMERCIAL AND CONDO UNITS
NUCLEUS AVE
BLUMBIA FALLS, MT

1 FIRST FLOOR
A2.2 1/8" = 1'-0"



NOT FOR CONSTRUCTION 7/6/2020

Item No.8.

19-5

Reg. No. 2832 Date: 7/6/2020

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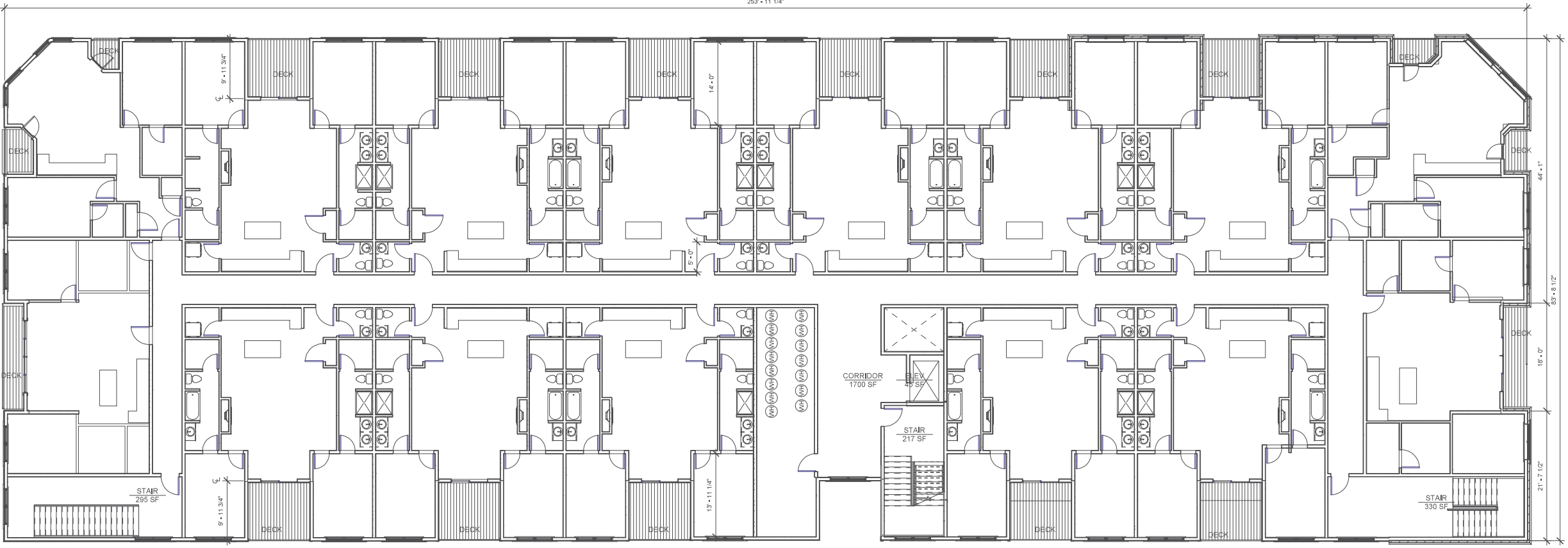
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RUIS NUCLEUS MIXED USE OPTION B
COMMERCIAL AND CONDO UNITS

NUCLEUS AVE
BLUMBIA FALLS, MT



1 THIRD FLOOR
A2.4 1/8" = 1'-0"

THIRD FLOOR 21,700 SF
15 TWO BEDROOM
253' x 111 1/4"

NOT FOR CONSTRUCTION 7/6/2020

Item No.8.
19-5
Reg. No. 2832
AARON L. WALLACE
Date: 7/6/2020

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RUIS NUCLEUS MIXED USE OPTION B
COMMERCIAL AND CONDO UNITS
NUCLEUS AVE
CLUMBIA FALLS, MT
- 90 -



1 EAST BUILDING ELEVATION
A3.1 1/8" = 1'-0"



4 WEST BUILDING ELEVATION
A3.1 1/8" = 1'-0"



3 SOUTH BUILDING ELEVATION
A3.1 1/8" = 1'-0"



2 NORTH BUILDING ELEVATION
A3.1 1/8" = 1'-0"

NOT FOR CONSTRUCTION 7/6/2020

BUILDING ELEVATIONS

Item No.8.

19-5

Reg. No. 2832

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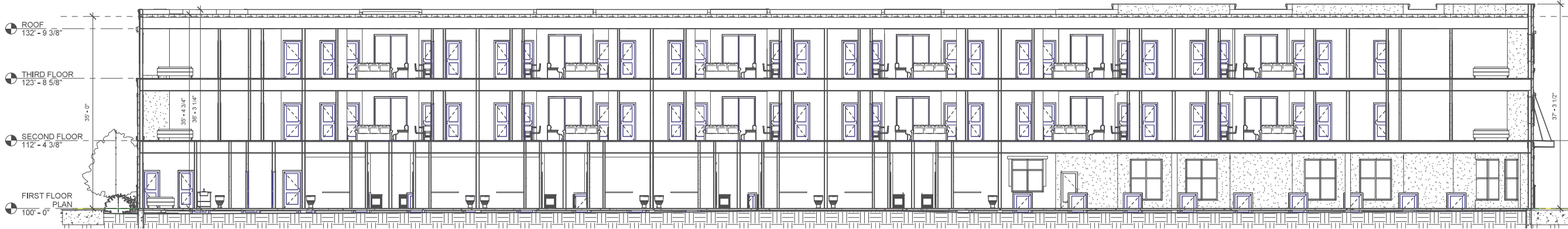
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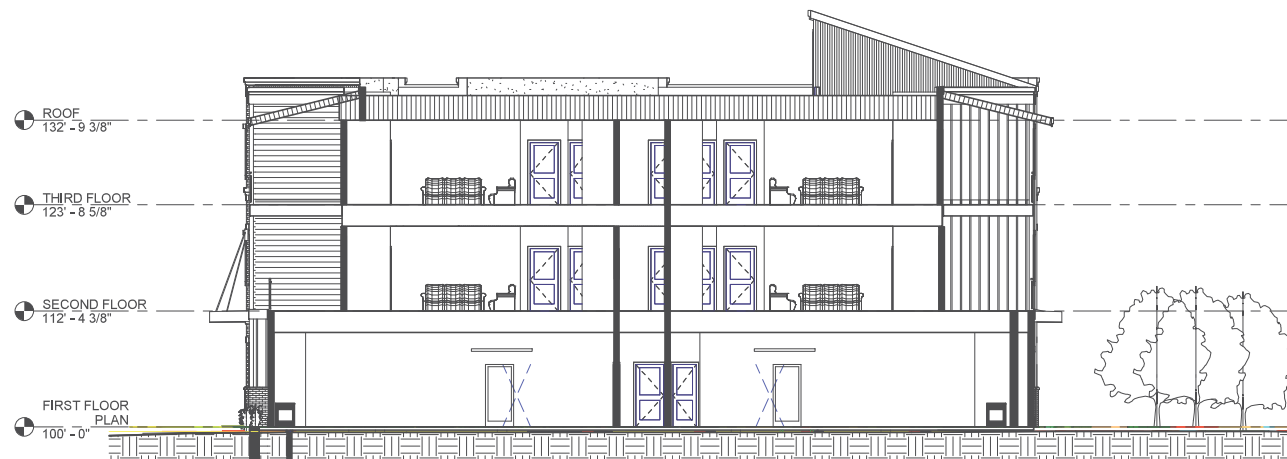
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FAX# 406.862.2153

RUIS NUCLEUS MIXED USE OPTION B
COMMERCIAL AND CONDO UNITS

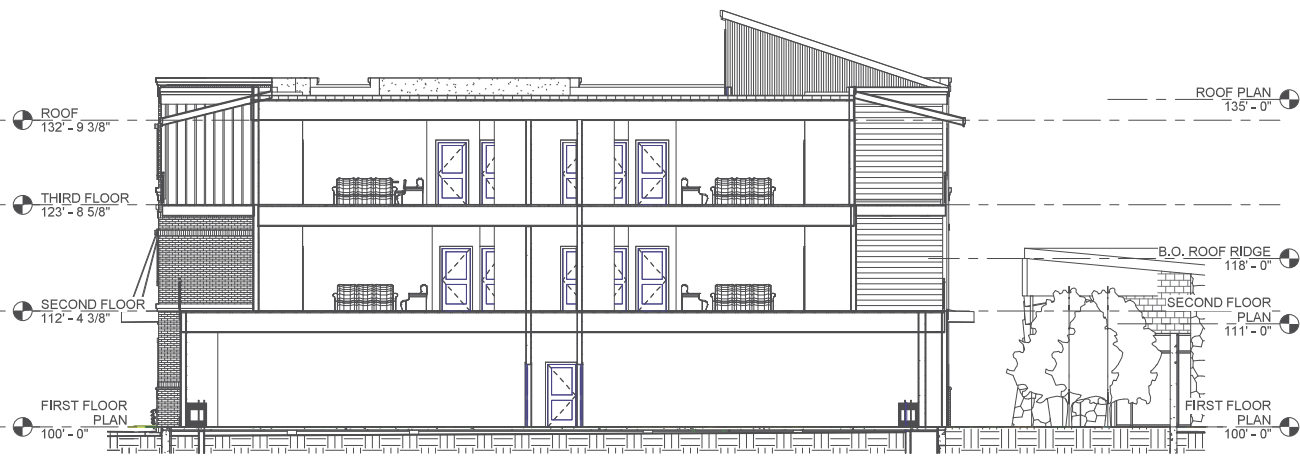
1000 S. JACOB AVE
BLUMFALL, GA



1 Section 4
A4.1 1/8" = 1'-0"



2 Section 2
A4.1 1/8" = 1'-0"



4 Section 6
A4.1 1/8" = 1'-0"

NOT FOR CONSTRUCTION 7/6/2020

Item No.8.

19-5

Reg. No. 2832 Date: 7/6/2020

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Drawn By: Drafter
Checked By: Checker
Revision Date:

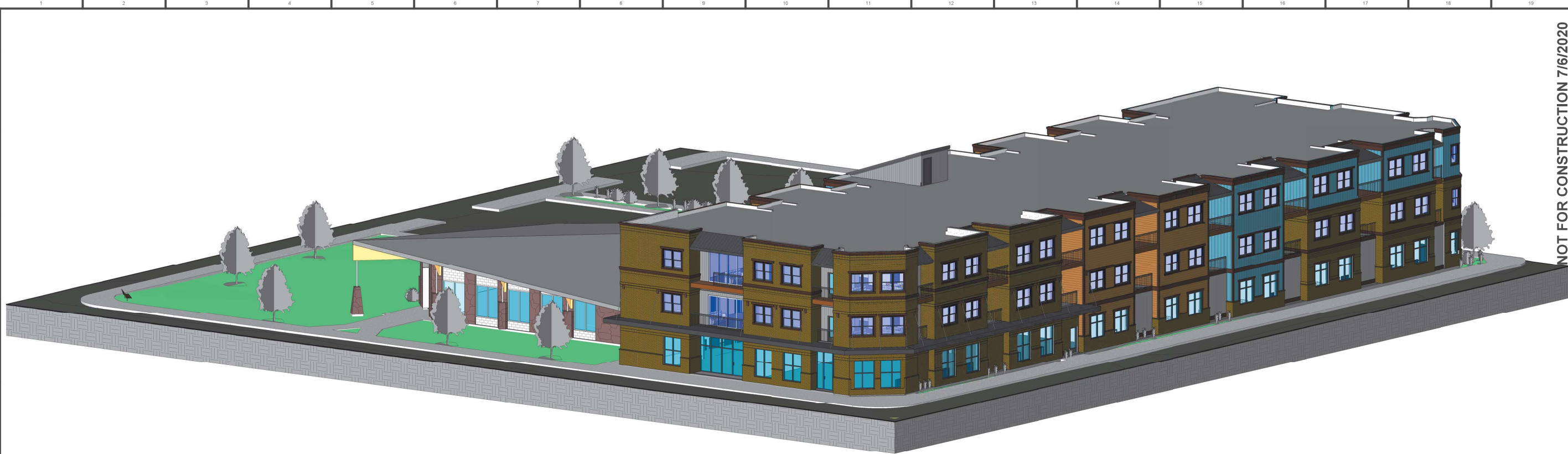
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WHITEFISH, MT 59937
406.862.2152
FAX# 406.862.2153

RUIS NUCLEUS MIXED USE OPTION B
COMMERCIAL AND CONDO UNITS
NUCLEUS AVE
BLUMBIA FALLS, MT



1 FROM NE
A9.2



2 FROM SW
A9.2

NOT FOR CONSTRUCTION 7/6/2020

PERSPECTIVES

Item No.8.

19-5

Reg. No. 2832 Date: 7/6/2020

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Project Number: 19-59
Date: 7/6/2020
Drawn By: Drafter
Checked By: Checker
Revision Date: 12/18/17

REVISION SCHEDULE

#	DESCRIPTION	DATE

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FAX# 406.862.2153

RUIS NUCLEUS MIXED USE OPTION B
COMMERCIAL AND CONDO UNITS
NUCLEUS AVE
CLUMBIA FALLS, MT



1
A9.3
PERSPECTIVE FROM NE



6
A9.3
PERSPECTIVE FROM NW

NOT FOR CONSTRUCTION 7/6/2020

PERSPECTIVES

Item No.8.

19-5

Reg. No. 2832 Date: 7/6/2020

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Project Number: 19-59
Date: 7/6/2020
Drawn By: Author
Checked By: Checker
Revision Date: 10/03/18

REVISION SCHEDULE		
#	DESCRIPTION	DATE

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FAX# 406.862.2153

RUIS NUCLEUS MIXED USE OPTION B
COMMERCIAL AND CONDO UNITS
JCLEUS AVE
BLUMBIA FALLS, MT



1
A9.4 PERSPECTIVE FROM SE



2
A9.4 PERSPECTIVE FROM SW

NOT FOR CONSTRUCTION 7/6/2020

PERSPECTIVES

Item No.8.

19-5

Reg. No. 2832 Date: 7/6/2020

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Project Number:	19-59
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Drawn By:	Author
Checked By:	Checker
Revision Date:	01/24/20

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RUIS NUCLEUS MIXED USE OPTION B
COMMERCIAL AND CONDO UNITS
NUCLEUS AVE
CLUMBIA FALLS, MT

LEGALS

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

DATED this 21st day of July 2020

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

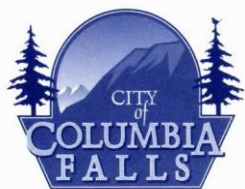
July 26, 2020
MNAXLP

No. 27176

CITY OF COLUMBIA FALLS
NOTICE OF PUBLIC HEARING
The Columbia Falls City-County Planning Board will hold a public hearing for the following item at their regular meeting on Tuesday, August 11th, 2020 at 6:30 p.m. at the Council Chambers of City Hall, 130 6th Street West, Columbia Falls, Montana. The Columbia Falls City Council will hold a subsequent hearing on Tuesday, September 8, 2020 starting at 7:00 p.m. in the same location. Both hearings will be conducted in accordance with the most current recommended and/or required public health and safety protocols in place at the time of the hearing. The City website, <https://cityofcolumbiafalls.org>, will contain updated information if there is any change to the planned hearings.

Request to establish a Planned Unit Development in the Columbia Falls Zoning Jurisdiction: Ruis Holdings 540 Nucleus Ave LLC is requesting an Amendment to their Planned Unit Development overlay for the property located at 540 Nucleus Avenue which was the former Bank of Columbia Falls site. The owner is amending the PUD to remove the planned three story south building and will instead remodel the former bank building instead of removing and replacing with a new building at this time. In addition, the owner is amending the north building to allow ground floor residential condominiums on the back half of the building but retaining retail/office space on the front half ground floor. The PUD is proposing two options for 48 parking spaces to serve the site. Option A would construct below grade parking under the north building. The second option would be to construct at grade parking where the old bank offices were located along 1st Avenue West. As with the original PUD, the building height for the north building will be 42'-8" to the top of the roof. The proposed development otherwise conforms to all of the zoning requirements. The property is described as Lots 1-15, Block 37, Columbia Falls Townsite in Section 8, Township 30 North, Range 20 West, P.M.M., Flathead County.

Persons are allowed to attend the hearing(s), subject to the most recent public gathering restrictions enacted by County and State agencies at or prior to the



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

Planning Department

PHONE (406) 892-4391

FAX (406) 892-4413

Item No.8.

July 21, 2020

Re: Public hearing notice for an Amended PUD for Ruis 540 Nucleus Avenue, LLC

Dear Adjacent Property Owner:

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

As the Planning Staff for the Columbia Falls Planning Jurisdiction, I am writing to provide you with a notice of a public hearing for an amended Planned Unit Development overlay at 540 Nucleus Avenue in Columbia Falls. The owner is amending the PUD to remove the planned three story south building and will instead remodel the former bank building instead of removing and replacing with a new building at this time. In addition, the owner is amending the north building to allow ground floor residential condominiums on the back half of the building but retaining retail/office space on the front half ground floor. The PUD is proposing two options for 48 parking spacing to serve the site. Option A would construct below grade parking under the north building. The second option would be to construct at grade parking where the old bank offices were located along 1st Avenue West. As with the original PUD, the building height for the north building will be 42'-8" to the top of the roof. The proposed development otherwise conforms to all of the zoning requirements. The property is described as Lots 1-15, Block 37, Columbia Falls Townsite in Section 8, Township 30 North, Range 20 West, P.M.M., Flathead County.

If you have question or comments concerning this matter, please call, visit or write me at City Hall. For written comment to be included in the Planning Board packet, it needs to be submitted to the City Clerk, 130 6th Street West, Columbia Falls, MT 59912 no later than Thursday August 6, 2020 or by email: staalandb@cityofcolumbiafalls.com. Written or emailed comment may be provided up to 5:00 pm on the day of the hearing, it will just be passed out at the hearing. You are also invited to present verbal or written testimony during the public hearing on August 11, 2020.

Sincerely,

Eric H. Mulcahy, City Planner

NOTICE OF PUBLIC HEARINGS

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CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Columbia Falls, Montana (the "City"), hereby certify that the attached resolution is a true copy of Resolution No. 1829, entitled: "RESOLUTION RELATING TO \$675,000 WATER SYSTEM REVENUE BOND (DNRC DRINKING WATER STATE REVOLVING LOAN PROGRAM), SERIES 2020; AUTHORIZING THE ISSUANCE AND FIXING THE TERMS AND CONDITIONS THEREOF" (the "Resolution"), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a meeting on September 8, 2020, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Council Members voted in favor thereof: _____
 _____; voted against the same: _____
 _____; abstained from voting thereon: _____; or
 were absent: _____.

WITNESS my hand officially this ____ day of September, 2020.

 City Clerk

SUPPLEMENTAL RESOLUTION

Relating to

\$675,000

WATER SYSTEM REVENUE BOND
(DNRC DRINKING WATER STATE REVOLVING LOAN PROGRAM),
SERIES 2020

CITY OF COLUMBIA FALLS, MONTANA

Adopted: September 8, 2020

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(For convenience only, not a part of this Supplemental Resolution)

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RESOLUTION NO. 1829

RESOLUTION RELATING TO \$675,000 WATER SYSTEM
 REVENUE BOND (DNRC DRINKING WATER STATE
 REVOLVING LOAN PROGRAM), SERIES 2020;
 AUTHORIZING THE ISSUANCE AND FIXING THE TERMS
 AND CONDITIONS THEREOF

WHEREAS, pursuant to the Drinking Water State Revolving Fund Act, Montana Code Annotated, Title 75, Chapter 6, Part 2, as amended (the “Act”), the State of Montana (the “State”) has established a revolving loan program (the “Program”) to be administered by the Department of Natural Resources and Conservation of the State of Montana, an agency of the State (the “DNRC”), and by the Department of Environmental Quality of the State of Montana, an agency of the State (the “DEQ”), and has provided that a drinking water state revolving fund (the “Revolving Fund”) be created within the state treasury and all federal, state and other funds for use in the Program be deposited into the Revolving Fund, including, but not limited to, all federal grants for capitalization of a state drinking water revolving fund under the federal Safe Drinking Water Act (the “Safe Drinking Water Act”), all repayments of assistance awarded from the Revolving Fund, interest on investments made on money in the Revolving Fund and payments of principal of and interest on loans made from the Revolving Fund; and

WHEREAS, the Act provides that funds from the Program shall be disbursed and administered for the purposes set forth in the Safe Drinking Water Act and according to rules adopted by the DEQ and the DNRC; and

WHEREAS, the City of Columbia Falls, Montana (the “Borrower”) has applied to the DNRC for the 2020 Loan (as hereinafter defined) from the Revolving Fund to enable the Borrower to finance, refinance or reimburse itself for the costs of the 2020 Project (as hereinafter defined) which will carry out the purposes of the Safe Drinking Water Act; and

WHEREAS, the Borrower is authorized under the Original Resolution (as hereinafter defined), applicable laws, ordinances and regulations to adopt this Supplemental Resolution and to issue the Series 2020 Bond (as hereinafter defined) to evidence the 2020 Loan (as hereinafter defined) for the purposes set forth herein; and

WHEREAS, the DNRC will fund the 2020 Loan (as hereinafter defined) in part, directly or indirectly, with proceeds of the State’s General Obligation Bonds (Drinking Water State Revolving Fund Program) (the “State Bonds”) and in part, directly or indirectly, with funds provided by the United States Environmental Protection Agency.

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

ARTICLE I

DEFINITIONS, RULES OF CONSTRUCTION AND APPENDICES

Section 1.1 Definitions. Unless a different meaning clearly appears from the context, the following terms used with initial capital letters but undefined in this Supplemental Resolution shall have the meanings given them in the Original Resolution, the Indenture, or as follows:

“Accountant” or “Accountants” means an independent certified public accountant or a firm of independent certified public accountants satisfactory to the DNRC.

“Act” means Montana Code Annotated, Title 75, Part 6, Chapter 2, as amended from time to time.

“Administrative Expense Surcharge” means a surcharge on the 2020 Loan charged by the DNRC to the Borrower equal to twenty-five hundredths of one percent (0.25%) per annum on the outstanding principal amount of the 2020 Loan, payable on the same dates that payments of interest on the 2020 Loan are due.

“Authorized DNRC Officer” means the Director of the DNRC or his or her designee.

“Bond Counsel” means any Counsel nationally recognized as experienced in matters relating to the issuance by states or political subdivisions of tax-exempt obligations selected by the Borrower and acceptable to the DNRC.

“Bond Register” means, with respect to the Series 2020 Bond, the registration books maintained by the Registrar pursuant to Section 8.4 of this Supplemental Resolution.

“Bonds” means the Series 2005 Bond, the Series 2020 Bond and any Debt issued pursuant to Article X of the Original Resolution, excluding Section 10.4 of the Original Resolution, as amended hereby.

“Borrower” means the City of Columbia Falls, Montana, or any permitted successor or assign.

“Business Day” means any day which is not a Saturday or Sunday, a legal holiday in the State or a day on which banks in Montana are authorized or required by law to close.

“City Council” means the City Council of the City of Columbia Falls, Montana.

“Closing” means the date of delivery of the Series 2020 Bond to the DNRC.

“Code” means the Internal Revenue Code of 1986, as amended.

“Collateral Documents” means any security agreement, guaranty or other document or agreement delivered to the DNRC securing the obligations of the Borrower under this Supplemental Resolution and the Series 2020 Bond. If no Collateral Documents secure such

obligations, any reference to Collateral Documents in this Supplemental Resolution shall be without effect.

“Committed Amount” means the amount of the 2020 Loan committed to be lent by the DNRC to the Borrower pursuant to Section 4.1 of this Supplemental Resolution, as such amount may be reduced pursuant to Sections 3.2 and 3.4 of this Supplemental Resolution.

“Consultant” means a nationally recognized consultant or firm of consultants, or an independent engineer or firm of independent engineers, or an Accountant, which in any case is qualified and has skill and experience in the preparation of financial feasibility studies or projections for facilities similar to the System or the 2020 Project, selected by the Borrower and satisfactory to the DNRC.

“Counsel” means an attorney duly admitted to practice law before the highest court of any state and satisfactory to the DNRC.

“Debt” means, without duplication, in respect of the System, (1) indebtedness of the Borrower for borrowed money or for the deferred purchase price of property or services; (2) the obligation of the Borrower as lessee under leases which should be recorded as capital leases under generally accepted accounting principles; and (3) obligations of the Borrower under direct or indirect guarantees in respect of, and obligations (contingent or otherwise) to purchase or otherwise acquire, or otherwise to assure a creditor against loss in respect of, indebtedness or obligations of others of the kinds referred to in clause (1) or (2) above.

“DEQ” means the Department of Environmental Quality of the State of Montana, an agency of the State, or any successor to its powers, duties and obligations under the Act or the EPA Agreements.

“DNRC” means the Department of Natural Resources and Conservation of the State of Montana, an agency of the State, and any successor to its powers, duties and obligations under the Act.

“Enabling Act” means Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as amended, which authorizes the Borrower to own and operate the System, to undertake the 2020 Project and to issue the Series 2020 Bond to finance costs of the 2020 Project.

“EPA” means the Environmental Protection Agency, an agency of the United States of America, and any successor to its functions under the Safe Drinking Water Act.

“EPA Agreements” means all capitalization grant agreements and other written agreements between the DEQ, the DNRC and the EPA concerning the Program.

“EPA Capitalization Grant” means a grant of funds to the State by the EPA under Section 1452 of the Safe Drinking Water Act.

“Fund” means the Water System Fund established pursuant to Section 11.1 of the Original Resolution.

“Governmental Unit” means governmental unit as such term is used in Section 145(a) of the Code.

“Indenture” means the Indenture of Trust, dated as of May 1, 1998, between the Board of Examiners of the State and the Trustee, as such may be supplemented or amended from time to time in accordance with the provisions thereof, pursuant to which, among other things, the State Bonds are to be or have been issued.

“Loan Loss Reserve Surcharge” means a surcharge on the 2020 Loan charged by the DNRC to the Borrower equal to twenty-five hundredths of one percent (0.25%) per annum on the outstanding principal amount of the 2020 Loan, payable on the same dates that payments of interest on the 2020 Loan are due.

“Loan Repayments” means periodic payments of principal of and interest on the 2020 Loan as set out more particularly in Article V of this Supplemental Resolution.

“Operating Account” means the account created in the Water System Fund pursuant to Section 11.3 of the Original Resolution.

“Opinion of Counsel” means a written opinion of Counsel.

“Original Resolution” means Resolution No. 1198, of the Borrower adopted on May 1, 2000.

“Person” means an individual, corporation, partnership, joint venture, limited liability company, limited liability partnership, association, joint stock company, trust, unincorporated organization or a Public Entity.

“Program” means the Drinking Water State Revolving Fund Program established by the Act.

“Project” means the costs of designing, engineering, acquiring, constructing, installing, improving, or enlarging the System, or any part thereof, financed, refinanced or the cost of which is being reimbursed to the Borrower in whole or in part with proceeds of the Bonds or other funds of the Borrower, including the 2020 Project.

“Public Entity” means a State agency, city, municipality, irrigation district, county water and sewer district, a soil conservation district or other public body created pursuant to State law or an Indian tribe that has a federally recognized governing body carrying out substantial governmental duties and powers over any area.

“Registrar” has the meaning set forth in Section 8.4 of this Supplemental Resolution.

“Regulations” means the Treasury Department, Income Tax Regulations, as amended or any successor regulation thereto, promulgated under the Code or otherwise applicable to the Series 2020 Bond.

“Replacement and Depreciation Account” means the Account created in the Water System Fund pursuant to Section 11.6 of the Original Resolution.

“Reserve Account” means the account created in the Water System Fund pursuant to Section 11.5 of the Original Resolution.

“Reserve Requirement” means, as of the date of calculation, an amount equal to one-half the sum of the highest amount of principal of and interest payable on all outstanding Bonds in any future fiscal year (giving effect to mandatory sinking fund redemption, if any).

“Resolution” means the Original Resolution, as amended and supplemented by Resolution Nos. 1383 and 1643 of the Borrower adopted on March 21, 2005 and October 15, 2012, respectively, and this Supplemental Resolution and as it may from time to time be amended or supplemented in accordance with its terms.

“Revenue Bond Account” means the account created in the Water System Fund pursuant to Section 11.4 of the Original Resolution, as amended.

“Safe Drinking Water Act” means Title XIV of the Public Health Service Act, commonly known as the Safe Drinking Water Act, 42 U.S.C. §§300f et seq., as amended, and all regulations, rules and interpretations issued by the EPA thereunder.

“Series 2005 Bond” means the First Amended and Restated Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2005, issued to the DNRC pursuant to the Resolution as then in effect.

“Series 2020 Bond” means the \$675,000 Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2020, issued to the DNRC to evidence the 2020 Loan.

“State” means the State of Montana.

“State Bonds” means the State’s General Obligation Bonds (Drinking Water State Revolving Fund Program), issued pursuant to the Indenture.

“Subordinate Obligations” means any subordinate obligations issued under Section 10.4 of the Original Resolution, as amended hereby.

“Supplemental Resolution” means this Resolution No. 1829 of the Borrower adopted on September 8, 2020.

“Surplus Account” means the account created in the Water System Fund pursuant to Section 11.7 of the Original Resolution.

“Surplus Net Revenues” means that portion of the Net Revenues in excess of the current requirements of the Operating Account, the Revenue Bond Account and the Reserve Account.

“System” means the existing municipal water system of the Borrower and all extensions, improvements and betterments thereof hereafter constructed and acquired, including, without limitation, the 2020 Project.

“Trustee” means U.S. Bank National Association, in Seattle, Washington, or any successor trustee under the Indenture.

“2020 Committed Amount” means the amount of the 2020 Loan committed to be lent by the DNRC to the Borrower pursuant to Section 4.1 of this Supplemental Resolution, as such amount may be reduced pursuant to Section 3.2 and Section 3.4 of this Supplemental Resolution.

“2020 Loan” or “Loan” means the loan made to the Borrower by the DNRC pursuant to the Program in the maximum amount of the 2020 Committed Amount to provide funds to pay costs of the 2020 Project.

“2020 Project” means the facilities, improvements and activities financed, refinanced or the cost of which is being financed by or reimbursed to the Borrower in part with proceeds of the 2020 Loan, described in Appendix A hereto.

“Water System Fund” means the fund created by Article XI of the Original Resolution.

Section 1.2 Other Rules of Construction. For all purposes of this Supplemental Resolution, except where the context clearly indicates otherwise:

(a) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted government accounting standards.

(b) Terms in the singular include the plural and vice versa.

(c) All references to time shall refer to Helena, Montana time, unless otherwise provided herein.

(d) All references to mail shall refer to first-class mail postage prepaid.

(e) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.

(f) “Or” is not exclusive, but is intended to permit or encompass one, more or all of the alternatives conjoined.

Section 1.3 Appendices. Attached to this Supplemental Resolution and hereby made a part hereof are the following Appendices:

Appendix A: a description of the 2020 Project;

Appendix B: the form of the Series 2020 Bond; and

Appendix C: additional agreements and representations of the Borrower.

ARTICLE II

AUTHORIZATION, FINDINGS, REPRESENTATIONS AND COVENANTS

Section 2.1 Authorization and Findings.

(a) Authorization. Under the provisions of the Enabling Act, the Borrower is authorized to issue and sell its revenue bonds payable during a term not exceeding forty years from their date of issue, to provide funds for the reconstruction, improvement, betterment and extension of a municipal water system or to refund revenue bonds issued for such purpose; provided that the bonds and the interest thereon are to be payable solely out of the net income and revenues to be derived from rates, fees and charges for the services, facilities and commodities furnished by such water system, and are not to create any obligation for the payment of which taxes may be levied except to pay for services provided by the water system to the Borrower.

(b) The System. The Borrower, pursuant to the Enabling Act and other laws of the State, has established and presently owns and operates the System.

(c) The 2020 Project. After investigation of the facts and as authorized by the Enabling Act, this City Council has determined it to be necessary and desirable and in the best interests of the Borrower to undertake the 2020 Project.

(d) Outstanding Bonds. Pursuant to the Enabling Act and the Original Resolution, the Borrower has issued and there is outstanding its Series 2005 Bond. The Series 2020 Bond is a parity Bond payable from and secured by Net Revenues of the System, and no other bonds or indebtedness are currently outstanding that are payable from or secured by revenues of the System.

(e) Additional Parity Bonds. The Borrower reserved the right under Section 10.3 of the Original Resolution, as hereby amended, to issue additional Bonds payable from the Revenue Bond Account of the Fund on a parity as to both principal and interest with the outstanding Bonds, if the Net Revenues of the System for the last complete fiscal year preceding the date of issuance of such additional Bonds have equaled at least 110% of the maximum amount of principal and interest payable from the Revenue Bond Account in any subsequent fiscal year during the term of the outstanding Bonds, on all Bonds then outstanding and on the additional Bonds proposed to be issued. For the purpose of the foregoing computation, the Net Revenues for the fiscal year preceding the issuance of the additional Bonds shall be those shown by the financial reports caused to be prepared by the Borrower pursuant to Section 2.2(f) of the Original Resolution, as amended, except that if the rates and charges for services provided by the System or finally authorized to go into effect within 60 days after the issuance of the additional Bonds have been changed since the beginning of such preceding fiscal year, then the rates and charges in effect at the time of issuance of the additional Bonds shall be applied to the quantities of service actually rendered and made available during such preceding fiscal year to ascertain the gross revenues, from which there shall be deducted to determine the Net Revenues, the actual operation and maintenance cost plus any additional annual costs of operation and maintenance the Consultant estimates will be incurred because of the improvement or extension of the System to be constructed from the proceeds of the additional Bonds proposed to be issued. Based on a

certificate executed or to be executed by the Mayor, City Finance Director, and the City Clerk, or any of them, it is hereby determined that the Borrower is authorized to issue the Series 2020 Bond in the maximum principal amount of \$675,000 pursuant to Section 10.3 of the Original Resolution, as amended, payable from and secured by the Net Revenues on a parity with the outstanding Series 2005 Bond.

Section 2.2 Representations. The Borrower represents as follows:

(a) Organization and Authority. The Borrower:

(1) is duly organized and validly existing as a municipal corporation and political subdivision of the State;

(2) has all requisite power and authority and all necessary licenses and permits required as of the date hereof to own and operate the System and to carry on its current activities with respect to the System, to adopt this Supplemental Resolution and to enter into the Collateral Documents and to issue the Series 2020 Bond and to carry out and consummate all transactions contemplated by the Supplemental Resolution, the Series 2020 Bond and the Collateral Documents;

(3) is a Governmental Unit and a Public Entity; and

(4) has taken all proper action to authorize the execution, delivery and performance of its obligations under this Supplemental Resolution, the Series 2020 Bond and the Collateral Documents and the incurrence of the Debt evidenced by the Series 2020 Bond in the maximum amount of the Committed Amount.

(b) Litigation. There is no litigation or proceeding pending, or to the knowledge of the Borrower threatened, against or affecting the Borrower in any court or before or by any governmental authority or arbitration board or tribunal that, if adversely determined, would materially and adversely affect the existence, corporate or otherwise, of the Borrower, or the ability of the Borrower to make all payments and otherwise perform its obligations under the Resolution, the Series 2020 Bond and the Collateral Documents, or the financial condition of the Borrower, or the transactions contemplated by the Resolution, the Series 2020 Bond and the Collateral Documents or the validity and enforceability of the Resolution, the Series 2020 Bond and the Collateral Documents. If any such litigation should be initiated or threatened, the Borrower will forthwith notify in writing the DNRC, and will furnish the DNRC a copy of all documents, including pleadings, in connection with such litigation. No referendum petition has been filed with respect to any resolution or other action of the Borrower relating to the 2020 Project, the Series 2020 Bond or any Collateral Documents.

(c) Borrowing Legal and Authorized. The adoption of this Supplemental Resolution, the execution and delivery of the Series 2020 Bond and the Collateral Documents and the consummation of the transactions provided for in this Supplemental Resolution, the Series 2020 Bond and the Collateral Documents and compliance by the Borrower with the provisions of the Resolution, the Series 2020 Bond and the Collateral Documents:

(1) are within the powers of the Borrower and have been duly authorized by all necessary action on the part of the Borrower; and

(2) do not and will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Borrower pursuant to any ordinance, resolution, indenture, loan agreement or other agreement or instrument (other than the Resolution and any Collateral Documents) to which the Borrower is a party or by which the Borrower or its property may be bound, nor will such action result in any violation of the provisions of the charter or similar document, if applicable, of the Borrower or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Borrower, its properties or operations are subject.

(d) No Defaults. No event has occurred and no condition exists that, upon execution and delivery of the Series 2020 Bond and the Collateral Documents, would constitute a default under the Resolution or the Collateral Documents. The Borrower is not in violation of any term of any agreement, bond resolution, trust indenture, charter or other instrument to which it is a party or by which it or its property may be bound which violation would materially and adversely affect the transactions contemplated hereby or the compliance by the Borrower with the terms hereof or of the Series 2020 Bond and the Collateral Documents.

(e) Governmental Consent. The Borrower has obtained or made all permits, findings and approvals required to the date of adoption of this Supplemental Resolution by any governmental body or officer for the making and performance by the Borrower of its obligations under this Supplemental Resolution, the Series 2020 Bond and the Collateral Documents or for the 2020 Project, the financing or refinancing thereof or the reimbursement of the Borrower for the costs thereof. No consent, approval or authorization of, or filing, registration or qualification with, any governmental authority (other than those, if any, already obtained) is required on the part of the Borrower as a condition to adopting this Supplemental Resolution, issuing the Series 2020 Bond or entering into the Collateral Documents and the performance of the Borrower's obligations hereunder and thereunder. If a utility board or commission manages or controls the System, such board or commission has agreed with the DNRC to abide by the terms of this Resolution and the Collateral Documents, including approving any necessary water rate increases.

(f) Binding Obligation. The Resolution, the Series 2020 Bond and any Collateral Document to which the Borrower is a party are the valid and binding special, limited obligations and agreements of the Borrower, enforceable against the Borrower in accordance with their terms, except to the extent that the enforceability thereof may be limited by laws relating to bankruptcy, moratorium, reorganization, insolvency or similar laws affecting creditors' rights and general principles of equity.

(g) The 2020 Project. The 2020 Project consists and will consist of the facilities, improvements and activities described in Appendix A, as such Appendix A may be amended from time to time in accordance with Article III of this Supplemental Resolution. The 2020 Project comprises facilities of a type that, as determined by the EPA, will facilitate compliance with the national primary drinking water regulations applicable to the System or will otherwise significantly further the health protection objectives of the Safe Drinking Water Act.

(h) The System. The System is a “community water system” within the meaning of the Act and the Safe Drinking Water Act in that it is a public water system, comprising collection, treatment, storage and distribution facilities for the provision to the public of water for human consumption, that serves not less than 15 service connections used by year-round residents of the area served by the System or regularly serves more than 25 year-round residents.

(i) Full Disclosure. There is no fact that the Borrower has not specifically disclosed in writing to the DNRC that materially and adversely affects or (so far as the Borrower can now foresee), except for pending or proposed legislation or regulations that are a matter of general public information, that will materially and adversely affect the properties, operations and finances of the System, the Borrower’s status as a Public Entity and Governmental Unit, its ability to own and operate the System in the manner it is currently operated or the Borrower’s ability to perform its obligations under the Resolution, the Series 2020 Bond and the Collateral Documents and to pledge any revenues or other property pledged to the payment of the Series 2020 Bond.

(j) Compliance With Law. The Borrower:

(1) is in compliance with all laws, ordinances, governmental rules and regulations and court or other governmental orders, judgments and decrees to which it is subject and which are material to the properties, operations and finances of the System or its status as a Public Entity and Governmental Unit; and

(2) has obtained all licenses, permits, franchises or other governmental authorizations necessary to the ownership of the System and the operation thereof and agrees to obtain all such licenses, permits, franchises or other governmental authorizations as may be required in the future for the System and the operation thereof, which failure to obtain might materially and adversely affect the ability of the Borrower to conduct the operation of the System as presently conducted or the condition (financial or otherwise) of the System or the Borrower’s ability to perform its obligations under the Resolution, the Series 2020 Bond and the Collateral Documents.

Section 2.3 Covenants.

(a) Insurance. The Borrower at all times shall keep and maintain with respect to the System property and casualty insurance and liability insurance with financially sound and reputable insurers, or self-insurance as authorized by State law, against such risks and in such amounts, and with such deductible provisions, as are customary in the State in the case of entities of the same size and type as the Borrower and similarly situated and shall carry and maintain, or cause to be carried and maintained, and pay or cause to be paid timely the premiums for all such insurance. All such insurance policies shall name the DNRC as an additional insured to the greatest extent permitted by such the policies. Each policy must provide that it cannot be cancelled by the insurer without giving the Borrower and the DNRC 30 days’ prior written notice. The Borrower shall give the DNRC prompt notice of each insurance policy it obtains or maintains to comply with this Section 2.3(a) and of each renewal, replacement, change in coverage or deductible under or amount of or cancellation of each such insurance policy and the amount and coverage and deductibles and carrier of each new or replacement policy. Such

notice shall specifically note any adverse change as being an adverse change. The Borrower shall deliver to the DNRC at Closing a certificate providing the information required by this Section 2.3(a).

(b) Right of Inspection and Notice of Change of Location. The DNRC, the DEQ and the EPA and their designated agents shall have the right at all reasonable times during normal business hours and upon reasonable notice to enter into and upon the property of the Borrower for the purpose of inspecting the System or any or all books and records of the Borrower relating to the System.

(c) Further Assurance. The Borrower shall execute and deliver to the DNRC all such documents and instruments and do all such other acts and things as may be necessary or required by the DNRC to enable the DNRC to exercise and enforce its rights under the Resolution, the Series 2020 Bond and the Collateral Documents and to realize thereon, and record and file and re-record and refile all such documents and instruments, at such time or times, in such manner and at such place or places, all as may be necessary or required by the DNRC to validate, preserve and protect the position of the DNRC under the Resolution, the Series 2020 Bond and the Collateral Documents.

(d) Maintenance of Security, if Any; Recordation of Interest.

(1) The Borrower shall, at its expense, take all necessary action to maintain and preserve the lien and security interest of the Resolution and the Collateral Documents so long as any amount is owing under the Resolution or the Series 2020 Bond;

(2) The Borrower shall forthwith, after the execution and delivery of the Series 2020 Bond and thereafter from time to time, cause the Resolution and any Collateral Documents granting a security interest in revenues or real or personal property and any financing statements or other notices or documents relating thereto to be filed, registered and recorded in such manner and in such places as may be required by law in order to perfect and protect fully the lien and security interest hereof and thereof and the security interest in them granted by the Resolution and, from time to time, shall perform or cause to be performed any other act required by law, including executing or causing to be executed any and all required continuation statements and shall execute or cause to be executed any further instruments that may be requested by the DNRC for such perfection and protection; and

(3) Except to the extent it is exempt therefrom, the Borrower shall pay or cause to be paid all filing, registration and recording fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment of the documents described in subparagraph (2), and all federal or state fees and other similar fees, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Series 2020 Bond and the Collateral Documents and the documents described in subparagraph (2).

(e) Additional Agreements. The Borrower covenants to comply with all representations, covenants, conditions and agreements, if any, set forth in Appendix C hereto.

(f) Financial Information. This Section 2.3(f) supplements, and is not intended to limit, the requirements in Section 2.2(f) of the Original Resolution, as amended. The Borrower agrees that for each fiscal year it shall furnish to the DNRC and the DEQ, promptly when available, in addition to those matters specified in Section 2.2(f) of the Original Resolution:

(1) the preliminary annual budget for the System, with items for the 2020 Project shown separately; and

(2) when adopted, the final annual budget for the System, with items for the 2020 Project shown separately.

(g) 2020 Project Accounts. The Borrower shall maintain 2020 Project accounts in accordance with generally accepted government accounting standards.

(h) Records. After reasonable notice from the EPA or the DNRC, the Borrower shall make available to the EPA or the DNRC such records as the EPA or the DNRC reasonably requires to review and determine compliance with the Safe Drinking Water Act, as provided in Section 75-6-224(1)(d) of the Act.

(i) Compliance with Safe Drinking Water Act. The Borrower has complied and shall comply with all conditions and requirements of the Safe Drinking Water Act pertaining to the 2020 Loan and the 2020 Project, and shall maintain sufficient financial, managerial and technical capability to continue to effect such compliance.

(j) Compliance with DEQ Requirements. The Borrower shall comply with plan, specification and other requirements for public water systems established by the DEQ, as required by Section 75-6-224(1)(h) of the Act.

Section 2.4 Covenants Relating to the Tax-Exempt Status of the State Bonds.

(a) The Borrower covenants and agrees that it will not use or permit to be used any of the proceeds of the Series 2020 Bond or any other funds of the Borrower in respect of the 2020 Project or the Series 2020 Bond, directly or indirectly, in a manner that would cause, or take any other action that would cause, any State Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code or would otherwise cause the interest on the State Bonds to be included in gross income for purposes of federal income taxation.

(b) The Borrower agrees that it will not enter into, or allow any “related person” (as defined in Section 147(a)(2) of the Code) to enter into, any arrangement, formal or informal, for the purchase of the State Bonds or any other obligations of the DNRC in an amount related to the amount of the 2020 Loan or the portion of the 2020 Loan derived directly or indirectly from proceeds of the State Bonds or that would otherwise cause any State Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code.

(c) The Borrower shall not use or permit the use of the 2020 Project directly or indirectly in any trade or business carried on by any Person who is not a Governmental Unit. For the purpose of this subparagraph, use as a member of the general public (within the meaning of the

Regulations) shall not be taken into account and any activity carried on by a Person other than a natural person shall be treated as a trade or business.

(d) Any portion of the 2020 Project being refinanced or the cost of which is being reimbursed was acquired by and is now and shall, during the term of the 2020 Loan, be owned by the Borrower and not by any other Person. Any portion of the 2020 Project being financed shall be acquired by and shall, during the term of the 2020 Loan, be owned by the Borrower and not by any other Person. Notwithstanding the previous two sentences, the Borrower may transfer the 2020 Project or a portion thereof to another Governmental Unit which is also a Public Entity if such transfer is otherwise permitted under the Resolution and if such organization agrees with the DNRC to comply with Section 2.3(h), Section 2.3(i) and Section 2.4 of this Supplemental Resolution and if the DNRC receives an Opinion of Bond Counsel that such transfer will not violate the Act or the Safe Drinking Water Act or adversely affect the exclusion of interest on the State Bonds from gross income or purposes of federal income taxation. In addition, except as otherwise provided in the Resolution or in any Collateral Documents, the Borrower may sell or otherwise dispose of any portion of the 2020 Project which has become obsolete or outmoded or is being replaced or for other reasons is not needed by the Borrower or beneficial to the general public or necessary to carry out the purposes of the Safe Drinking Water Act.

(e) At the Closing of the 2020 Loan, the DNRC will, if necessary to obtain the Opinion of Bond Counsel described in Section 7.05(a) of the Indenture, deliver to the Borrower instructions concerning compliance by the Borrower with the arbitrage rebate requirements of Section 148 of the Code (the "Arbitrage Rebate Instructions"). The Borrower shall comply with the Arbitrage Rebate Instructions, if any, delivered to it by the DNRC at Closing, as such Instructions may be amended or replaced by the DNRC from time to time. The Arbitrage Rebate Instructions may be amended or replaced by new Arbitrage Rebate Instructions delivered by the DNRC and accompanied by an Opinion of Bond Counsel to the effect that the use of said amended or new Arbitrage Rebate Instructions will not adversely affect the excludability of interest on the State Bonds or any Additional State Bonds (except State Bonds the interest on which the State did not intend to be excluded from gross income for federal income tax purposes) from gross income of the recipients thereof for federal income tax purposes.

(f) The Borrower agrees that during the term of the 2020 Loan it will not contract with or permit any Private Person to manage the 2020 Project or any portion thereof except according to a written management contract and upon delivery to the DNRC of an opinion of Bond Counsel to the effect that the execution and delivery of such management contract will not violate the Act or the Safe Drinking Water Act or adversely affect the exclusion of interest on State Bonds from gross income or purposes of federal income taxation.

(g) The Borrower may not lease the 2020 Project or any portion thereof to any Person other than a Nonexempt Person which agrees in writing with the Borrower and the State not to cause any default to occur under the Resolution; provided the Borrower may lease all or any portion of the 2020 Project to a Nonexempt Person pursuant to a lease which in the Opinion of Bond Counsel delivered to the DNRC will not cause the interest on the State Bonds to be included in gross income for purposes of federal income taxation.

(h) The Borrower shall not change the use or nature of the 2020 Project if (i) such change will violate the Safe Drinking Water Act, or (ii) so long as the State Bonds are outstanding unless, in the Opinion of Bond Counsel delivered to the DNRC, such change will not result in the inclusion in gross income of interest on the State Bonds for federal income tax purposes.

Section 2.5 Maintenance of System; Liens. The Borrower shall maintain the System, including the 2020 Project, in good condition and make all necessary renewals, replacements, additions, betterments and improvements thereto. The Borrower shall not grant or permit to exist any lien on the 2020 Project or any other property making up part of the System, other than liens securing Debt where a parity or senior lien secures the Series 2020 Bond; provided that this Section 2.5 shall not be deemed to be violated if a mechanic's or contractor's lien is filed against any such property so long as the Borrower uses its best efforts to obtain the discharge of such lien and promptly reports to the DNRC the filing of such lien and the steps it plans to take and does take to discharge of such lien.

Section 2.6 Maintenance of Existence; Merger, Consolidation, Etc.; Disposition of Assets. The Borrower shall maintain its corporate existence, except that it may consolidate with or merge into another Governmental Unit or permit one or more Governmental Units to consolidate with or merge into it or may transfer all or substantially all of its assets to another Governmental Unit and then dissolve if the surviving, resulting or transferee entity (if other than the Borrower) (i) is a Public Entity and (ii) assumes in writing all of the obligations of the Borrower under the Resolution, the Series 2020 Bond and the Collateral Documents, and (a) such action does not result in any default in the performance or observance of any of the terms, covenants or agreements of the Borrower under the Resolution, the Series 2020 Bond and the Collateral Documents, (b) such action does not violate the Act or the Safe Drinking Water Act and does not adversely affect the exclusion of interest on the Series 2020 Bond or the State Bonds from gross income for federal income tax purposes and (c) the Borrower delivers to the DNRC on the date of such action an Opinion of Bond Counsel that such action complies with this Section 2.6.

Other than pursuant to the preceding paragraph, the Borrower shall not transfer the System or any portion thereof to any other Person, except for property which is obsolete, outmoded, worn out, is being replaced or otherwise is not needed for the operation of the System, unless the provisions of (a) and (b) of the preceding paragraph are satisfied and the Borrower delivers to the DNRC an Opinion of Bond Counsel to that effect and, in addition, the DNRC consents to such transfer.

ARTICLE III

USE OF PROCEEDS; THE 2020 PROJECT

Section 3.1 Use of Proceeds. The Borrower shall apply the proceeds of the 2020 Loan from the DNRC solely as follows:

(a) The Borrower shall apply the proceeds of the 2020 Loan solely to the financing, refinancing or reimbursement of the costs of the 2020 Project as set forth in Appendix A hereto and this Section 3.1. The 2020 Loan will be disbursed in accordance with ARTICLE IV hereof

and Article VII of the Indenture. If the 2020 Project has not been completed prior to Closing, the Borrower shall, as quickly as reasonably possible, complete the 2020 Project and expend proceeds of the 2020 Loan to pay the costs of completing the 2020 Project.

(b) No portion of the proceeds of the 2020 Loan shall be used to reimburse the Borrower for costs paid prior to the date of adoption of this Supplemental Resolution of a Project the construction or acquisition of which occurred or began earlier than June 1, 1993. In addition, if any proceeds of the 2020 Loan are to be used to reimburse the Borrower for 2020 Project costs paid prior to the date of adoption of this Supplemental Resolution, the Borrower shall have complied in respect of such expenditures with the requirements of Section 1.150-2 of the Regulations, as amended or any successor regulations thereto.

(c) Any Debt to be refinanced with proceeds of the 2020 Loan was incurred after June 1, 1993 for a Project the construction or acquisition of which began after June 1, 1993. No proceeds of the 2020 Loan shall be used for the purpose of refinancing an obligation the interest on which is exempt from federal income tax or excludable from gross income for purposes of federal income taxation unless the DNRC has received an Opinion of Bond Counsel, satisfactory to it, to the effect that such refinancing will not adversely affect the exclusion of interest on the State Bonds from gross income for purposes of federal income taxation.

Section 3.2 The 2020 Project. Set forth in Appendix A to this Supplemental Resolution is a description of the 2020 Project, which describes the property which has been or is to be acquired, installed, constructed or improved and the other activities, if any to be funded from the 2020 Loan (the 2020 Project may consist of more than one facility or activity), and an estimated budget relating to the 2020 Project. The 2020 Project may be changed and the description thereof in Appendix A may be amended from time to time by the Borrower but only after delivery to the DNRC of the following:

(a) A certificate of the Borrower setting forth the amendment to Appendix A and stating the reason therefor, including statements whether the amendment would cause an increase or decrease in the cost of the 2020 Project, an increase or decrease in the amount of proceeds of the 2020 Loan which will be required to complete the 2020 Project and whether the change will materially accelerate or delay the construction schedule for the 2020 Project;

(b) A written consent to such change in the 2020 Project by an Authorized DNRC Officer; and

(c) An Opinion or Opinions of Bond Counsel stating that the 2020 Project, as constituted after such amendment, is, and was at the time the State Bonds were issued, eligible for financing under the Act and is, and was at the time the Series 2020 Bond was issued, eligible for financing under the Enabling Act, such amendment will not violate the Act or the Enabling Act and such amendment will not adversely affect the exclusion of interest on the State Bonds or the Series 2020 Bond from gross income for purposes of federal income taxation. Such an Opinion of Bond Counsel shall not be required for amendments which do not affect the type of facility to be constructed or activity to be financed.

The Borrower acknowledges and agrees that an increase in the principal amount of the 2020 Loan may be made only upon an application to the DEQ, the DNRC and the Trustee, in such form as the DEQ shall specify, which is approved by the DEQ and the DNRC, in their sole and absolute discretion, and adoption by the governing body of the Borrower of a Supplemental Resolution authorizing the additional loan and delivery of written certifications by officers of the Borrower to the DEQ, the DNRC and the Trustee to the effect that all representations and covenants contained in the Resolution as it may be so amended or supplemented are true as of the date of closing of the additional loan. No assurance can be given that any additional loan funds will be available under the Program at the time of any such application or thereafter. The Borrower acknowledges and agrees that neither the DEQ, the DNRC, the Trustee nor any of their agents, employees or representatives shall have any liability to the Borrower and have made no representations to the Borrower as to the sufficiency of the 2020 Loan to pay costs of the 2020 Project or as to the availability of additional funds under the Program to increase the principal amount of the 2020 Loan.

Section 3.3 2020 Project Representations and Covenants. The Borrower hereby represents to and covenants with the DNRC that:

(a) all construction of the 2020 Project has complied and will comply with all federal and state standards, including, without limitation, EPA regulations and standards;

(b) all future construction of the 2020 Project will be done only pursuant to fixed price construction contracts. The Borrower shall obtain a performance and payment bond from the contractor for each construction contract in the amount of 100% of the construction price and ensure that such bond is maintained until construction is completed to the Borrower's, the DNRC's and the DEQ's satisfaction;

(c) all future construction of the 2020 Project will be done in accordance with plans and specifications on file with the DNRC and the DEQ, provided that changes may be made in such plans and specifications with the written consent of an Authorized DNRC Officer and the DEQ;

(d) all laborers and mechanics employed by contractors and subcontractors on the 2020 Project have been and will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code;

(e) iron and steel products used in the 2020 Project comply with the "American Iron and Steel" requirements of Section 436 of the Consolidated Appropriations Act of 2014 (P.L. 113-76), as those requirements are further interpreted by applicable EPA guidance;

(f) the 2020 Project is a project of the type permitted to be financed under the Enabling Act, the Act and the Program and Section 1452 of the Safe Drinking Water Act; and

(g) the Borrower will undertake the 2020 Project promptly after the Closing Date and will cause the 2020 Project to be completed as promptly as practicable with all reasonable dispatch, except only as completion may be delayed by a cause or event not reasonably within

the control of the Borrower; it is estimated by the Borrower that the 2020 Project will be substantially completed by December 31, 2020.

Section 3.4 Completion or Cancellation or Reduction of Costs of the 2020 Project.

(a) Upon completion of the 2020 Project, the Borrower shall deliver to the DNRC a certificate stating that the 2020 Project is complete and stating the remaining amount, if any, of the Committed Amount. If Appendix A describes two or more separate projects as making up the 2020 Project, a separate completion certificate shall be delivered for each.

(b) If all or any portion of the 2020 Project is cancelled or reduced or its costs are reduced or for any other reason the Borrower will not require the full Committed Amount, the Borrower shall promptly notify the DNRC in writing of such fact and release the portion of the Committed Amount which will not be needed.

ARTICLE IV

THE 2020 LOAN

Section 4.1 The 2020 Loan; Disbursement of 2020 Loan. The DNRC has agreed to lend to the Borrower, from time to time as the requirements of this Section 4.1 are met, an amount up to \$675,000 (the “Committed Amount”) for the purposes of financing, refinancing or reimbursing the Borrower for the costs of the 2020 Project; provided the DNRC shall not be required to disburse proceeds of the 2020 Loan to the Borrower after June 30, 2021. The Committed Amount may be reduced as provided in Section 3.2 and Section 3.4 of this Supplemental Resolution.

(a) The DNRC intends to disburse the 2020 Loan through the Trustee. In consideration of the issuance of the Series 2020 Bond by the Borrower, the DNRC shall make, or cause the Trustee to make, a disbursement of all or a portion of the 2020 Loan upon receipt of the following documents:

(1) an Opinion of Bond Counsel as to the validity and enforceability of the Series 2020 Bond and the security therefor and stating in effect that interest on the Series 2020 Bond is not includable in gross income of the owner thereof for purposes of federal income taxation, in form and substance satisfactory to the DNRC;

(2) the Series 2020 Bond, fully executed and authenticated;

(3) a certified copy of the Resolution and this Supplemental Resolution;

(4) any other security instruments or documents required by the DNRC or DEQ as a condition to their approval of the 2020 Loan;

(5) if all or part of a Loan is being made to refinance a Project or reimburse the Borrower for the costs of a Project paid prior to the Closing, evidence, satisfactory to the DNRC and the Bond Counsel referred to in (1) above, (A) that the acquisition or

construction of the Project was begun no earlier than June 1, 1993 or the debt was incurred no earlier than June 1, 1993, (B) of the Borrower's title to the Project, (C) of the costs of such Project and that such costs have been paid by the Borrower and (D) if such costs were paid before adoption of this Supplemental Resolution that the Borrower has complied with Section 1.150-2 of the Regulations;

(6) the items required by the Indenture for the portion of the 2020 Loan to be disbursed at Closing; and

(7) such other certificates, documents and other information as the DNRC, the DEQ or the Bond Counsel giving the opinion referred to in subparagraph (1) may require (including any necessary arbitrage rebate instructions).

(b) In order to obtain a disbursement of a portion of the 2020 Loan to pay costs of the 2020 Project, the Borrower shall submit to the DNRC and the Trustee a signed request for disbursement on the form prescribed by the DNRC, with all attachments required by such form. The Borrower may obtain disbursements only for costs which have been legally incurred and are due and payable. All Loan disbursements will be made to the Borrower only upon proof that cost was incurred.

(c) For refinancings, a disbursement schedule complying with the requirements of the Safe Drinking Water Act shall be established by the DNRC and the Borrower at Closing.

(d) If all or a portion of the 2020 Loan is made to reimburse a Borrower for Project costs paid by it prior to Closing, the Borrower shall present at Closing the items required by Section 4.1(b) of this Supplemental Resolution relating to such costs. The Trustee shall disburse such amounts to the Borrower pursuant to a disbursement schedule complying with the requirements of the Safe Drinking Water Act established by the DNRC and the Borrower at the Closing.

(e) Notwithstanding anything else provided herein, the Trustee shall not be obligated to disburse the 2020 Loan any faster or to any greater extent than it has amounts available therefor in the Revolving Fund. The DNRC shall not be required to do "overmatching" pursuant to Section 5.04(b) of the Indenture, but may do so in its discretion. The Borrower acknowledges that if Project costs are incurred faster than the Borrower projected at Closing, there may be delays in making 2020 Loan disbursements for such costs. The DNRC will use its reasonable best efforts to obtain an acceleration of such schedule if necessary.

(f) Upon making each 2020 Loan disbursement, the Trustee shall note such disbursement on Schedule A to the Series 2020 Bond.

(g) The Borrower agrees that it will deposit in the Reserve Account upon receipt thereof, on the date of the first advance under the 2020 Loan and any subsequent disbursement dates, any proceeds of the 2020 Loan borrowed for the purpose of increasing the balance in the Reserve Account in an amount then required to satisfy the Reserve Requirement. With respect to the Series 2020 Bond, the Borrower intends to fund the Reserve Account to the Reserve Requirement with funds of the City. The Borrower further acknowledges and agrees that any portions of the 2020 Loan representing capitalized interest shall be advanced only on Payment

Dates and shall be transferred by the Trustee on the Payment Date directly to the Revenue Bond Account. The amount of any such transfer shall be a credit against the interest payments due on the Series 2020 Bond and interest thereon shall accrue only from the date of transfer.

(h) Compliance by the Borrower with its representations, covenants and agreements contained in the Original Resolution, this Supplemental Resolution and the Collateral Documents shall be a further condition precedent to the disbursement of the 2020 Loan in whole or in part. The DNRC and the Trustee, in their sole and absolute discretion, may make one or more disbursements, in whole or in part, notwithstanding such noncompliance, and without liability to make any subsequent disbursement of the 2020 Loan.

Section 4.2 Commencement of Loan Term. The Borrower's obligations under this Supplemental Resolution and the Collateral Documents shall commence on the date hereof unless otherwise provided in this Supplemental Resolution. However, the obligation to make payments under ARTICLE V hereof shall commence only upon the first disbursement by the Trustee of the 2020 Loan proceeds.

Section 4.3 Termination of Loan Term. The Borrower's obligations under this Supplemental Resolution and the Collateral Documents in respect of the Series 2020 Bond shall terminate upon payment in full of all amounts due under the Series 2020 Bond and this Supplemental Resolution; provided, however, that the covenants and obligations provided in ARTICLE VI and Section 10.3 of this Supplemental Resolution shall survive the termination of this Supplemental Resolution.

Section 4.4 Loan Closing Submissions. On or prior to the Closing, the Borrower will have delivered to the DNRC and the Trustee the closing submissions required by Section 7.05 of the Indenture.

ARTICLE V

REPAYMENT OF 2020 LOAN

Section 5.1 Repayment of 2020 Loan. The Borrower shall repay the amounts lent to it pursuant to Section 4.1 hereof, plus interest on the unpaid amounts lent at the rate of two percent (2.00%) per annum, in semiannual Loan Repayments. In addition, the Borrower shall pay an Administrative Expense Surcharge and a Loan Loss Reserve Surcharge, each at the rate of twenty-five hundredths of one percent (0.25%) per annum on the outstanding principal amount of the 2020 Loan. For purposes of this Supplemental Resolution and the Program, the term "Interest on the Loan" or "Interest on the 2020 Loan" shall include the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge. The Borrower shall pay all Loan Repayments and Administrative Expense Surcharge and Loan Loss Reserve Surcharge in lawful money of the United States of America to the DNRC. Interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be calculated on the basis of a year of 360 days comprising 12 months of 30 days each.

The Loan Repayments required by this Section 5.1, and the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge, shall be due on each January 1 and July 1 (the “Payment Dates”), as follows:

- (a) interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the outstanding principal balance of the 2020 Loan shall be payable on each January 1 and July 1, beginning on January 1, 2021 and concluding on July 1, 2040; and
- (b) the principal of the 2020 Loan shall be repayable on each Payment Date, beginning on January 1, 2021 and concluding on July 1, 2040, and the amount of each principal payment shall be calculated on the basis of substantially level debt service at an interest rate of 2.50% per annum; provided that principal of the 2020 Loan is payable only in amounts that are multiples of \$1,000.

The payments of principal of and interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the 2020 Loan shall be due on the dates and in the amounts shown in Schedule B to the Series 2020 Bond, as such Schedule B shall be modified from time to time as provided below. The portion of each such Loan Repayment consisting of principal and the portion consisting of interest and the amount of each Administrative Expense Surcharge and the amount of each Loan Loss Reserve Surcharge shall be set forth in Schedule B to the Series 2020 Bond. Upon each disbursement of 2020 Loan amounts to the Borrower pursuant to Section 4.1 hereof, the Trustee shall enter or cause to be entered the amount advanced on Schedule A to the Series 2020 Bond under “Advances” and the total amount advanced under Section 4.1, including such disbursement, under “Total Amount Advanced.”

Interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge on each advance of the 2020 Loan shall accrue from the date the advance is made and shall be payable on each Payment Date thereafter. Once the completion certificate for the 2020 Project has been delivered to the DNRC, the Trustee shall revise Schedule B to the Series 2020 Bond in accordance with this Section 5.1 and the Trustee shall send a copy of such Schedule B to the Borrower within one month after delivery of the completion certificate.

Past-due payments of principal and interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid.

Any payment of principal, interest or Administrative Expense Surcharge and Loan Loss Reserve Surcharge under this Section 5.1 shall also be credited against the same payment obligation under the Series 2020 Bond.

Section 5.2 Additional Payments. The Borrower shall also pay, within 30 days after receipt of a bill therefor, from any legally available funds therefor, including proceeds of the 2020 Loan, if the Borrower so chooses, all reasonable expenses of the DNRC and the Trustee in connection with the 2020 Loan, the Collateral Documents and the Series 2020 Bond, including, but not limited to:

- (a) the cost of reproducing this Supplemental Resolution, the Collateral Documents and the Series 2020 Bond;
- (b) the fees and disbursements of Bond Counsel and other Counsel utilized by the DNRC and the Trustee in connection with the 2020 Loan, this Supplemental Resolution, the Collateral Documents and the Series 2020 Bond and the enforcement thereof; and
- (c) all taxes and other governmental charges in connection with the execution and delivery of the Collateral Documents or the Series 2020 Bond, whether or not the Series 2020 Bond are then outstanding, including all recording and filing fees relating to the Collateral Documents and the pledge of the State's right, title and interest in and to the Series 2020 Bond, the Collateral Documents and this Supplemental Resolution and all expenses, including attorneys' fees, relating to any amendments, waivers, consents or collection or enforcement proceedings pursuant to the provisions hereof or thereof.

Section 5.3 Prepayments. The Borrower may not prepay all or any part of the outstanding principal amount of the Series 2020 Bond unless (i) it obtains the prior written consent of the DNRC thereto, and (ii) no Loan Repayment or Administrative Expense Surcharge or Loan Loss Reserve Surcharge is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment on the amount of principal prepaid. If the Series 2020 Bond is prepaid in part pursuant to this Section 5.3, such prepayments shall be applied to principal payments in inverse order of maturity or such other order as the DNRC may determine in its discretion.

Section 5.4 Obligations of Borrower Unconditional. The obligations of the Borrower to make the payments required by this Supplemental Resolution and the Series 2020 Bond and to perform its other agreements contained in this Supplemental Resolution, the Series 2020 Bond and Collateral Documents shall be absolute and unconditional, except as otherwise provided herein or in such documents. The Borrower (a) shall not suspend or discontinue any payments provided for in this Supplemental Resolution and the Series 2020 Bond, (b) shall perform all its other agreements in this Supplemental Resolution, the Series 2020 Bond and the Collateral Documents and (c) shall not terminate this Supplemental Resolution, the Series 2020 Bond or the Collateral Documents for any cause, including any acts or circumstances that may constitute failure of consideration, destruction of or damage to the 2020 Project or the System, commercial frustration of purpose, any dispute with the DNRC or the EPA, any change in the laws of the United States or of the State or any political subdivision of either or any failure of the DNRC to perform any of its agreements, whether express or implied, or any duty, liability or obligation arising from or connected with this Resolution.

Section 5.5 Limited Liability. All payments of principal of and interest on the 2020 Loan and other payment obligations of the Borrower hereunder and under the Series 2020 Bond shall be special, limited obligations of the Borrower payable solely out of the Net Revenues, and shall not, except at the option of the Borrower and as permitted by law, be payable out of any other revenues of the Borrower. The obligations of the Borrower under the Resolution and the Series 2020 Bond shall never constitute an indebtedness of the Borrower within the meaning of any state constitutional provision or statutory or charter limitation and shall never constitute or

give rise to a pecuniary liability of the Borrower or a charge against its general credit or taxing power. The taxing powers of the Borrower may not be used to pay principal of or interest on the Series 2020 Bond, and no funds or property of the Borrower other than the Net Revenues may be required to be used to pay principal of or interest on the Series 2020 Bond.

ARTICLE VI

INDEMNIFICATION OF DNRC AND DEQ

The Borrower shall to the extent permitted by law indemnify and save harmless the DNRC and the DEQ and their officers, employees and agents (each an “Indemnified Party” or, collectively, the “Indemnified Parties”) against and from any and all claims, damages, demands, expenses, liabilities and losses of every kind asserted by or on behalf of any Person arising out of the acts or omissions of the Borrower or its employees, officers, agents, contractors, subcontractors, or consultants in connection with or with regard or in any way relating to the condition, use, possession, conduct, management, planning, design, acquisition, construction, installation or financing of the 2020 Project. The Borrower shall, to the extent permitted by law, also indemnify and save harmless the Indemnified Parties against and from all costs, reasonable attorneys’ fees, expenses and liabilities incurred in any action or proceeding brought by reason of any such claim or demand. If any proceeding is brought against an Indemnified Party by reason of such claim or demand, the Borrower shall, upon notice from an Indemnified Party, defend such proceeding on behalf of the Indemnified Party.

ARTICLE VII

ASSIGNMENT

Section 7.1 Assignment by Borrower. The Borrower may not assign its rights and obligations under the Resolution or the Series 2020 Bond.

Section 7.2 Assignment by DNRC. The DNRC will pledge its rights under and interest in the Resolution, the Series 2020 Bond and the Collateral Documents (except to the extent otherwise provided in the Indenture) as security for the payment of the State Bonds and may further assign such interests to the extent permitted by the Indenture, without the consent of the Borrower.

Section 7.3 State Refunding Bonds. In the event the State Bonds are refunded by bonds which are not State Bonds, all references in the Resolution to State Bonds shall be deemed to refer to the refunding bonds and any bonds of the State on a parity with such refunding bonds (together, the “Refunding Bonds”) or, in the case of a crossover refunding, to the State Bonds and the Refunding Bonds.

ARTICLE VIII

THE SERIES 2020 BOND

Section 8.1 Net Revenues Available. The Borrower is authorized to charge just and equitable rates, charges and rentals for all services directly or indirectly furnished by the System, and to pledge and appropriate to the Series 2020 Bond the Net Revenues to be derived from the operation of the System, including improvements, betterments or extensions thereof hereafter constructed or acquired. The Net Revenues to be produced by such rates, charges and rentals during the term of the Series 2020 Bond are expected to be more than sufficient to pay the principal and interest when due on the Bonds, and to create and maintain reasonable reserves therefor, to provide an adequate allowance for replacement and depreciation, and to provide adequate Surplus Net Revenues to pay Subordinate Obligations.

Section 8.2 Issuance and Sale of the Series 2020 Bond. The Council has investigated the facts necessary and hereby finds, determines and declares it to be necessary and desirable for the Borrower to issue the Series 2020 Bond to evidence the 2020 Loan. The Series 2020 Bond is issued to the DNRC without public sale pursuant to Montana Code Annotated, Section 7-7-4433.

Section 8.3 Terms. The Series 2020 Bond shall be in the maximum principal amount equal to the Committed Amount, shall be issued as a single, fully registered bond numbered R-1, shall be dated as of the date of delivery to the DNRC, and shall bear interest at the rate charged by the DNRC on the 2020 Loan. The principal of and interest on the Series 2020 Bond shall be payable on the same dates on which Loan Repayments are payable. Advances of principal of the Series 2020 Bond shall be deemed made when advances of the 2020 Loan are made under Section 4.1, and such advances shall be payable in accordance with Schedule B to the Series 2020 Bond, as it may be revised by the DNRC from time to time in accordance with Section 5.1.

The Borrower may prepay the Series 2020 Bond, in whole or in part, only upon the terms and conditions under which it can prepay the 2020 Loan under Section 5.3.

Section 8.4 Negotiability, Transfer and Registration. The Series 2020 Bond shall be fully registered as to both principal and interest, shall be initially registered in the name of and payable to the DNRC, and shall be dated the date of delivery. While so registered, principal of and interest on the Series 2020 Bond shall be payable to the DNRC at the Office of the Department of Natural Resources and Conservation, 1539 Eleventh Avenue, Helena, Montana 59620-1601 or such other place as may be designated by the DNRC in writing and delivered to the Borrower. The Series 2020 Bond shall be negotiable, subject to the provisions for registration and transfer contained in this section. No transfer of the Series 2020 Bond shall be valid unless and until (1) the holder, or his duly authorized attorney or legal representative, has executed the form of assignment appearing on the Series 2020 Bond, and (2) the City Finance Director of the Borrower (the "Registrar"), as Bond Registrar, has duly noted the transfer on the Series 2020 Bond and recorded the transfer on the registration books of the Registrar. The Registrar may, prior to noting and recording the transfer, require appropriate proof of the transferor's authority and the genuineness of the transferor's signature. The Borrower shall be entitled to deem and treat the Person in whose name the Series 2020 Bond is registered as the absolute owner of the Series 2020 Bond for all purposes, notwithstanding any notice to the

contrary, and all payments to the registered holder shall be valid and effectual to satisfy and discharge the Borrower's liability upon such Series 2020 Bond to the extent of the sum or sums so paid.

Section 8.5 Execution and Delivery. The Series 2020 Bond shall be executed on behalf of the Borrower by the manual signatures of the Mayor and the City Clerk. Any or all of such signatures may be affixed at or prior to the date of delivery of the Series 2020 Bond. The Series 2020 Bond shall be sealed with the corporate seal of the Borrower. In the event that any of the officers who shall have signed the Series 2020 Bond shall cease to be officers of the Borrower before the Series 2020 Bond is issued or delivered, their signatures shall remain binding upon the Borrower. Conversely, the Series 2020 Bond may be signed by an authorized official who did not hold such office on the date of adoption of this Supplemental Resolution. The Series 2020 Bond shall be delivered to the DNRC, or its attorney or legal representative.

Section 8.6 Form. The Series 2020 Bond shall be prepared in substantially the form attached as Appendix B.

ARTICLE IX

SECURITY FOR THE SERIES 2020 BOND

The Series 2020 Bond is issued as an additional Bond under Section 10.3 of the Original Resolution, as amended, and with the Series 2005 Bond and any other additional Bonds issued under the provisions of Article X of the Original Resolution (excluding Section 10.4 thereof), as amended, is equally and ratably secured by the provisions of the Resolution and payable out of the Net Revenues appropriated to the Revenue Bond Account of the Water System Fund, without preference or priority, all as provided in the Resolution, and secured by the Reserve Account, as further provided in Section 11.5 of the Original Resolution and in the following sentence. At Closing, the City Clerk shall deposit from funds the Borrower has on hand and available therefor, and not from proceeds of the Series 2020 Bond, such amount to the Reserve Account to cause the balance therein to equal the Reserve Requirement, assuming the entire principal amount of the Series 2020 Bond is advanced. Upon the first advance of proceeds of the Series 2020 Bond, the deposit to the Reserve Account shall be sufficient to cause the balance in the Reserve Account to equal the Reserve Requirement in respect of the Series 2005 Bond and the Series 2020 Bond. In the event the amount in the Reserve Account exceeds the Reserve Requirement as of the date of the final disbursement of proceeds of the Series 2020 Bond, the Borrower shall reduce the amount then in the Reserve Account to equal the Reserve Requirement. Thereafter, upon each monthly apportionment, from the Net Revenues remaining after the apportionment to the Revenue Bond Account, the Borrower shall credit to the Reserve Account such additional Net Revenues as may be required to establish and thereafter maintain the balance in an amount equal, as of the date of calculation, to the Reserve Requirement. No payment of principal or interest shall be made on any Subordinate Obligation, if the Borrower is then in default in the payment of principal of or interest on any Bond or if there is a deficiency in the Operating Account or the Revenue Bond Account or the balance in the Reserve Account is less than the Reserve Requirement. The Borrower shall keep, perform and observe each and every one of its covenants and undertakings set forth in the Resolution for the benefit of the registered holders from time to time of the Series 2020 Bond.

ARTICLE X

TAX MATTERS

Section 10.1 Use of 2020 Project. The 2020 Project and the System will be owned and operated by the Borrower and available for use by members of the general public on a substantially equal basis. The Borrower shall not enter into any lease, use or other agreement with any non-governmental person relating to the use of the 2020 Project or the System or security for the payment of the Series 2020 Bond which might cause the Series 2020 Bond, to be considered a “private activity bond” or “private loan bond” within the meaning of Section 141 of the Code.

Section 10.2 General Covenant. The Borrower covenants and agrees with the owners from time to time of the Series 2020 Bond that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Series 2020 Bond to become includable in gross income for federal income tax purposes under the Code and the Regulations, and covenants to take any and all actions within its powers to ensure that the interest on the Series 2020 Bond will not become includable in gross income for federal income tax purposes under the Code and the Regulations.

Section 10.3 Arbitrage Certification. The Mayor, City Manager, City Finance Director, and the City Clerk, being the officers of the Borrower charged with the responsibility for issuing the Series 2020 Bond pursuant to this Supplemental Resolution, are authorized and directed to execute and deliver to the DNRC a certificate in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Regulations, stating that on the basis of facts, estimates and circumstances in existence on the date of issue and delivery of the Series 2020 Bond, it is reasonably expected that the proceeds of the Series 2020 Bond will be used in a manner that would not cause the Series 2020 Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code and the Regulations.

Section 10.4 Arbitrage Rebate Exemption.

(a) The Borrower hereby represents that the Series 2020 Bond qualifies for the exception for small governmental units to the arbitrage rebate provisions contained in Section 148(f) of the Code. Specifically, the Borrower represents:

(1) Substantially all (not less than 95%) of the proceeds of the Series 2020 Bond (except for amounts to be applied to the payment of costs of issuance) will be used for local governmental activities of the Borrower.

(2) The aggregate face amount of all “tax-exempt bonds” (including warrants, contracts, leases and other indebtedness, but excluding private activity bonds) issued by or on behalf of the Borrower and all subordinate entities thereof during 2020 is reasonably expected not to exceed \$5,000,000. To date in 2020, the Borrower has not issued any tax-exempt bonds. In the calendar years 2015 through 2019, the Borrower has not issued any tax-exempt bonds, except its Special Improvement District No. 38 Bond.

(b) If notwithstanding the provisions of paragraph (a) of this Section 10.4, the arbitrage rebate provisions of Section 148(f) of the Code apply to the Series 2020 Bond, the Borrower hereby covenants and agrees to make the determinations, retain records and rebate to the United States the amounts at the times and in the manner required by said Section 148(f).

Section 10.5 Information Reporting. The Borrower shall file with the Secretary of the Treasury, not later than November 15, 2020, a statement concerning the Series 2020 Bond containing the information required by Section 149(e) of the Code.

Section 10.6 “Qualified Tax-Exempt Obligation.” Pursuant to Section 265(b)(3)(B)(ii) of the Code, the Borrower hereby designates the Series 2020 Bond as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code. The Borrower has not designated any obligations in 2020, other than the Series 2020 Bond, under Section 265(b)(3). The Borrower hereby represents that it does not anticipate that obligations bearing interest not includable in gross income for purposes of federal income taxation under Section 103 of the Code (including refunding obligations as provided in Section 265(b)(3) of the Code and including “qualified 501(c)(3) bonds” but excluding other “private activity bonds,” as defined in Sections 141(a) and 145(a) of the Code) will be issued by or on behalf of the Borrower and all “subordinate entities” of the Borrower in 2020 in an amount greater than \$10,000,000.

ARTICLE XI

AMENDMENTS

Section 11.1 Authorization. Pursuant to Section 14.4 of the Original Resolution, the Borrower reserved the right to amend the Resolution with the written consent of the DNRC.

Section 11.2 Consent of DNRC. The DNRC has consented in writing to the amendments of the provisions of the Original Resolution set forth herein.

Section 11.3 Amendments.

(a) Definitions.

(i) The following definitions are hereby added to Section 1.1 of the Original Resolution to read as follows in their entirety:

“‘Government Obligations’ means direct obligations of, or obligations the principal of and the interest on which are fully and unconditionally guaranteed as to payment by, the United States of America.”

“‘Note’ means any Note issued pursuant to the Resolution and payable from the Note Account.”

(ii) The definition of “Reserve Requirement” in Section 1.1 of the Original Resolution is hereby amended in its entirety to read as follows in its entirety:

“‘Reserve Requirement’ means, as of the date of calculation, an amount equal to one-half the sum of the highest cumulative amount of principal of and interest payable on all outstanding Bonds in any one future fiscal year (giving effect to mandatory sinking fund redemption, if any).”

(b) Section 2.2(f). Section 2.2(f) of the Original Resolution is hereby amended to read as follows in its entirety:

“(f) Financial Information. The Borrower agrees that for each fiscal year it shall furnish to the DNRC and the DEQ, promptly when available:

(2) the preliminary budget for the System, with items for the Project shown separately; and

(3) when adopted, the final budget for the System, with items for the Project shown separately.

The Borrower will cause proper and adequate books of record and account to be kept showing complete and correct entries of all receipts, disbursements and other transactions relating to the System, the monthly gross revenues derived from its operation, and the segregation and application of the gross revenues in accordance with this Resolution, in such reasonable detail as may be determined by the Borrower in accordance with generally accepted governmental accounting practice and principles. It will cause such books to be maintained on the basis of the same fiscal year as that utilized by the Borrower. The Borrower shall, within 270 days after the close of each fiscal year, cause to be prepared and supply to the DNRC a financial report with respect to the System for such fiscal year. The report shall be prepared at the direction of the financial officer of the Borrower in accordance with applicable generally accepted governmental accounting principles and, in addition to whatever matters may be thought proper by the financial officer to be included therein, shall include the following:

(A) A statement in detail of the income and expenditures of the System for the fiscal year, identifying capital expenditures and separating them from operating expenditures;

(B) A balance sheet as of the end of the fiscal year;

(C) The number of premises connected to the System at the end of the fiscal year;

(D) The amount on hand in each account of the Fund at the end of the fiscal year;

(E) A list of the insurance policies and fidelity bonds in force at the end of the fiscal year, setting out as to each the amount thereof, the risks covered thereby, the name of the insurer or surety and the expiration date of the policy or bond; and

(F) A determination that the report shows full compliance by the Borrower with the provisions of this Resolution during the fiscal year covered thereby, including proper segregation of the capital expenditures from Operating Expenses, maintenance of the required balance in the Revenue Bond Account and, pursuant to Section 6.7, receipt of Net Revenues during each fiscal year at least equal to 110% of the maximum annual principal and interest payable on any outstanding Bonds in the current or any future fiscal year and receipt of Surplus Net Revenues during each fiscal year sufficient to pay principal and interest on Subordinate Obligations as and when due, or, if the report should reveal that the revenues have been insufficient for purposes of compliance with this Resolution, or that the methods used in accounting for such revenues are contrary to any provision of this Resolution the report shall include a full explanation thereof together with recommendations for such change in rates or accounting practices or in the operation of the System as may be required.

The Borrower shall also have prepared and supplied to the DNRC and the DEQ, within 270 days of the close of every other fiscal year, an audit report prepared by an independent certified public accountant or an agency of the state in accordance with generally accepted governmental accounting principles and practice with respect to the financial statements and records of the System. The audit report shall include an analysis of the Borrower's compliance with the provisions of this Resolution."

(c) Section 6.7. Section 6.7 of the Original Resolution is hereby amended to read as follows in its entirety:

"Section 6.7. Rate Covenant. While any Bonds are outstanding and unpaid, the rates, charges and rentals for all services and facilities furnished and made available by the System to the Borrower and its inhabitants, and to all customers within or without the boundaries of the Borrower, shall be reasonable and just, taking into consideration the cost and value of the System and the cost of maintaining and operating it, and the amounts necessary for the payment of all Bonds and the interest accruing thereon, and the proper and necessary allowances for the depreciation of the System, and no free service shall be provided to any person or corporation. It is covenanted and agreed that the rates, charges and rentals to be charged to all recipients of water services shall be maintained and shall be revised, whenever and as often as may be necessary, according to schedules such that the gross revenues for each fiscal year will be at least sufficient to pay the current expenses of operation and maintenance as herein defined, to maintain the Operating Reserve herein established, to maintain a balance in the Reserve Account equal to the Reserve Requirement, to provide reserves for the replacement and depreciation of the System, to produce Net Revenues during each fiscal year not less than 110% of the maximum annual principal and interest payable on any outstanding Bonds in the current

or any future fiscal year, and to produce Surplus Net Revenues sufficient to pay the principal of and interest on any Subordinate Obligations as and when due.

“If at the close of any fiscal year the Net Revenues or Surplus Net Revenues actually received during such year have been less than required hereby, the Borrower will forthwith prepare a schedule of altered rates, charges and rentals which are just and equitable and sufficient to produce Net Revenues and Surplus Net Revenues in such amount, and will do all things necessary to the end that such schedule will be placed in operation at the earliest possible date.”

(d) Section 10.3. Section 10.3 of the Original Resolution is hereby amended to read, in its entirety, as follows:

“Section 10.3. Other Parity Bonds. The Borrower reserves the right to issue additional Bonds payable from the Revenue Bond Account of the Fund, on a parity as to both principal and interest with the Series 2005 Bond, if the Net Revenues of the System for the last complete fiscal year preceding the date of issuance of such additional Bonds have equaled at least 110% of the maximum amount of principal and interest payable from said Revenue Bond Account in any subsequent fiscal year during the term of the outstanding Bonds, on all Bonds then outstanding and on the additional Bonds proposed to be issued, and so long as the DNRC is the holder of any Bonds, the written consent of the DNRC shall be obtained prior to the issuance of such additional Bonds. For the purpose of the foregoing computation, the Net Revenues for the fiscal year preceding the issuance of additional Bonds shall be those shown by the financial reports caused to be prepared by the Borrower pursuant to Section 2.2(f), except that if the rates and charges for services provided by the System have been changed since the beginning of such preceding fiscal year, then the rates and charges in effect at the time of issuance of the additional Bonds or finally authorized to go into effect within 60 days thereafter shall be applied to the quantities of service actually rendered and made available during such preceding fiscal year to ascertain the gross revenues, from which there shall be deducted to determine the Net Revenues, the actual operation and maintenance cost plus any additional annual costs of operation and maintenance which the Consultant estimates will be incurred because of the improvement or extension of the System to be constructed from the proceeds of the additional Bonds proposed to be issued. In no event shall any additional Bonds be issued and made payable from the Revenue Bond Account if the Borrower is then in default in any payment of principal of or interest on any outstanding Bonds payable therefrom or if there then exists any deficiency in the balances required by this Resolution to be maintained in any of the accounts of the Fund, which will not be cured or restored upon the issuance of the additional Bonds. In connection with the issuance of a series of additional Bonds, the Borrower shall cause the amount in the Reserve Account to be increased, from the proceeds of the additional Bonds or from Surplus Net Revenues or other legally available funds of the Borrower, to an amount equal to the Reserve Requirement during the term of the outstanding Bonds or so much thereof as will not cause the Borrower to violate the provisions of Section 12.2 hereof.”

(e) Section 10.4. Section 10.4 of the Original Resolution is hereby amended to read, in its entirety, as follows:

“Section 10.4. Subordinate Bonds. Nothing in this Resolution shall preclude the Borrower from issuing additional bonds, notes or other obligations which are expressly made a charge on only the Surplus Net Revenues of the System subordinate to the pledge of Net Revenues to the Revenue Bond Account and the Reserve Account (such additional obligations, the “Subordinate Obligations”); provided, however, no obligations may be issued pursuant to this Section 10.4 if a deficiency exists in the Revenue Bond Account or the Reserve Account which is not to be restored by the issuance of the Subordinate Obligations. Any Surplus Net Revenues segregated to pay such Subordinate Obligations in the Water System Fund are subject to the prior appropriation thereof to the Operating Account, the Revenue Bond Account or the Reserve Account if necessary to meet the requirements thereof.”

(f) Section 11.1. Section 11.1 of the Original Resolution is hereby amended to read, in its entirety, as follows:

“Section 11.1. Bond Proceeds and Revenues Pledged and Appropriated. A special Water System Fund has been created and shall continue to be maintained as a separate and special bookkeeping account on the official books of the Borrower until all Bonds and interest and redemption premiums due thereon have been fully paid, or the Borrower’s obligations with reference to such Bonds has been discharged as provided in this Resolution. All proceeds of Bonds issued hereunder and all other funds presently on hand derived from the operation of the System are irrevocably pledged and appropriated to the Fund. In addition, there is hereby irrevocably pledged and appropriated to the Fund all gross revenues and receipts from rates, fees, charges and rentals imposed for connections with and for the availability, benefit and use of the System and from any sales of property acquired for the System and all income received from the investment of such gross revenues, including investment of the Reserve established in the Revenue Bond Account and the Operating Reserve established in the Operating Account, but excluding any special assessments or taxes levied for construction of any part of the System and the proceeds of any grant or loan from the State or the United States, and any investment income thereon, to the extent such exclusion is a condition to such grant or loan. The Fund shall be subdivided into separate accounts as designated and described in Sections 11.2 through 11.9, to segregate income and expenses received, paid and accrued for the respective purposes described in those sections. The gross revenues received in this Fund shall be apportioned monthly, commencing as of March 1, 2000.”

(g) Section 11.8. A new Section 11.8 is hereby inserted into the Original Resolution to read, in its entirety, as follows:

“Section 11.8. Note Account. Upon Issuance of a Note, there shall be established in the Water System Fund and the City Finance Director shall thereafter maintain a separate and special Note Account (the “Note Account”). If a Note is outstanding, all Net Revenues remaining after the required credits to the Operating Account, the Revenue Bond Account, the Reserve Account, and the Replacement and Depreciation Account pursuant to this Resolution shall be credited to the Note Account. The Borrower irrevocably appropriates to the Note Account: (a) the proceeds of any Bonds issued to refund one or more Notes, as received and to the extent necessary for the payment of

such Notes, and (b) such other money as shall be appropriated to the Note Account from time to time.

Amounts on deposit in the Note Account shall be used solely to pay the principal of and interest on Notes made payable therefrom; provided that if on any date the balance in the Revenue Bond Account or the Reserve Account is less than then required, an amount equal to such deficiency will be transferred from the Net Revenues and investment income therefrom on deposit in the Note Account. Upon payment or discharge of a Note and upon the making of the credits to the Note Account required in connection with any other Notes made payable therefrom, all surplus funds therein shall be transferred to the Surplus Account.”

(h) Section 11.9. Section 11.9 is hereby added to the Original Resolution to read, in its entirety, as follows:

“Section 11.9. Rebate Account. The Rebate Account is hereby established as a separate account within the Water System Fund. The Borrower shall make deposits to and disbursements from the Rebate Account pursuant to one or more rebate certificates executed and delivered by the Borrower in connection with the issuance of Bonds, and for such purposes may make transfers, in the following order of priority, from the Surplus Account, the Replacement and Depreciation Account and the Reserve Account, as necessary, to meet the requirements of the Rebate Account. The Borrower shall invest the Rebate Account in accordance with the provisions of the rebate certificates and shall deposit income from such investments immediately upon receipt thereof in the Rebate Account.”

(i) Renumbering. Section 11.8 of the Original Resolution is hereby renumbered as Section 11.10 and all references in the Original Resolution to “Section 11.8” are replaced with “Section 11.10.”

(j) Article XV. Article XV is hereby added to the Original Resolution to read, in its entirety, as follows:

“ARTICLE XV

DEFEASANCE

“Section 15.1. General. When the liability of the Borrower on all Bonds issued under and secured by this Resolution and all interest thereon has been discharged as provided in this Article XV, all pledges, covenants and other rights granted by this Resolution to the Holders of such Bonds shall cease, other than to the payment of such Bonds from money segregated for such purpose. The Borrower may also discharge its liability with respect to one or more Bonds in accordance with this Article XV.

Section 15.2. Maturity. The Borrower may discharge its liability with reference to any Bonds and interest thereon which are due on any date by depositing with the Registrar for such Bonds on or before the date a sum sufficient for the payment thereof in

full; or if any Bond or interest thereon shall not be paid when due, the Borrower may nevertheless discharge its liability with reference thereto by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

Section 15.3. Prepayment. The Borrower may also discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Registrar therefor on or before the Redemption Date a sum sufficient for the payment thereof in full; provided that notice of the redemption thereof has been duly given as provided in this Resolution or any Supplemental Resolution relating thereto.

Section 15.4. Escrow. The Borrower may at any time discharge its liability with reference to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action and the following paragraphs of this Section, by depositing irrevocably in escrow, with a bank qualified by law as an escrow agent for this purpose, cash or Government Obligations authorized by law to be so deposited, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, without reinvestment, to provide funds sufficient with cash to pay all principal, interest and redemption premiums, if any, to become due on such Bonds at their stated maturities or, if such Bonds are prepayable and notice of redemption thereof has been duly given or irrevocably provided for, to such earlier redemption date.

No defeasance shall be made pursuant to this Section 15.4 unless there has first been presented to the escrow agent a written Opinion of Bond Counsel to the effect that such defeasance shall not cause the interest on any Outstanding Bonds to be included in the gross income of the holders thereof for federal income tax purposes.”

(k) Article XVI. Article XVI is hereby added to the Original Resolution to read, in its entirety, as follows:

“ARTICLE XVI

SUPPLEMENTAL RESOLUTIONS

“Section 16.1. General. The Borrower reserves the right to adopt Supplemental Resolutions from time to time and at any time, for the purpose of curing any ambiguity or of curing, correcting or supplementing any defective provision contained herein, or of making such provisions with regard to matters or questions arising hereunder as the Borrower may deem necessary or desirable and not inconsistent with this Resolution, and which shall not adversely affect the interests of the holders of outstanding Bonds, or for the purpose of adding to the covenants and agreements herein contained, or to the revenues herein pledged, other covenants and agreements thereafter to be observed and additional revenues or income thereafter appropriated to the Water System Fund, or for the purpose of surrendering any right or power herein reserved to or conferred upon the Borrower, or for the purpose of authorizing the creation and issuance of a series of additional Bonds or subordinate lien obligations, as provided in and subject to the

conditions and requirements of Article X. Any such Supplemental Resolution may be adopted without notice to or the consent of the holder of any of the Bonds issued hereunder, except for the DNRC if it then holds a Bond or Bonds as provided in Sections 10.3 and 14.4.

Section 16.2. Consent of Holders. With the consent of the holders of a majority in principal amount of Bonds issued hereunder as provided in Section 16.4, the Borrower may from time to time and at any time adopt a Supplemental Resolution for the purpose of amending this Resolution by adding any provisions hereto or changing in any manner or eliminating any of the provisions hereof or of any Supplemental Resolution, except that no Supplemental Resolution shall be adopted at any time without the consent of the holders of all Bonds issued hereunder which are then outstanding and affected thereby, if it would extend the time of payment of interest thereon or principal thereof, would reduce the interest rate thereon or the amount of the principal or the redemption price thereof, would give to any Bond or Bonds any privileges over any other Bond or Bonds, would reduce the sources of revenues or income appropriated to the Water System Fund, or would reduce the percentage in principal amount of such Bonds required to authorize or consent to any such Supplemental Resolution.

Section 16.3. Notice. Notice of the Supplemental Resolution to be adopted pursuant to Section 16.2 shall be mailed by first-class mail to the holders of all Outstanding Bonds at their addresses appearing in the Bond Register, and shall become effective only upon the filing of written consents with the City Clerk, signed by the holders of not less than a majority in principal amount of the Bonds then Outstanding and affected thereby. Any written consent to the Supplemental Resolution may be embodied in and evidenced by one or any number of concurrent written instruments of substantially similar tenor signed by holders in person or by agent duly appointed in writing, and shall become effective when delivered to the City Clerk. Any consent by the holder of any Bond shall bind him and every future holder of the same Bond with respect to any Supplemental Resolution adopted by the Borrower pursuant to such consent; provided that any Holder may revoke his consent with reference to any Bond by written notice received by the City Clerk before the Supplemental Resolution has become effective. In the event that unrevoked consents of the holders of the required amount of Bonds have not been received by the City Clerk within one year after the mailing of notice of the Supplemental Resolution, the Supplemental Resolution and all consents theretofore received shall be of no further force and effect.

Section 16.4. Manner of Consent. Proof of the execution of any consent, or of a writing appointing any agent to execute the same, or of the ownership by any Person of Bonds shall be sufficient for any purpose of this Resolution and shall be conclusive in favor of the Borrower if made in the manner provided in this Section 16.4. The fact and date of the execution by any Person of any such consent or appointment may be proved by the affidavit of a witness of such execution or by the certification of any notary public or other officer authorized by law to take acknowledgment of deeds, certifying that the Person signing it acknowledged to him the execution thereof. The fact and date of execution of any such consent may also be proved in any other manner which the

Borrower may deem sufficient; but the Borrower may nevertheless, in its discretion, require further proof in cases where it deems further proof desirable. The ownership of Bonds shall be proved by the Bond Register.”

Section 11.4 Effect of Amendments. The Original Resolution shall be further amended and supplemented by the above provisions of Section 11.3 as of the date of this Supplemental Resolution, and shall continue in full force and effect as so amended and supplemented.

ARTICLE XII

CONTINUING DISCLOSURE

The Borrower understands and acknowledges that the DNRC is acquiring the Series 2020 Bond under the Program pursuant to which the State issues from time to time State Bonds to provide funds therefor. The Borrower covenants and agrees that, upon written request of the DNRC from time to time, the Borrower will promptly provide to the DNRC all information that the DNRC reasonably determines to be necessary or appropriate to offer and sell State Bonds or to provide continuing disclosure in respect of State Bonds, whether under Rule 15c2-12 (17 C.F.R. § 240.15c2-12) promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, or otherwise. Such information shall include, among other things and if so requested, financial statements of the Borrower prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Montana law, as in effect from time to time (such financial statements to relate to a fiscal year or any period therein for which they are customarily prepared by the Borrower, and, if for a fiscal year and so requested by the DNRC, subject to an audit report and opinion of an accountant or government auditor, as permitted or required by the laws of the State). The Borrower will also provide, with any information so furnished to the DNRC, a certificate of the Mayor and the City Clerk of the Borrower to the effect that, to the best of their knowledge, such information does not include any untrue statement of a material fact or omit to state any material fact required to be stated therein to make the statements made, in light of the circumstances under which they are made, not misleading.

ARTICLE XIII

MISCELLANEOUS

Section 13.1 Notices. All notices or other communications hereunder shall be sufficiently sent or given and shall be deemed sent or given when delivered or mailed by certified mail, postage prepaid, to the parties at the following addresses:

DNRC: Department of Natural Resources and Conservation
 1539 Eleventh Avenue
 P. O. Box 202001
 Helena, Montana 59620-1601
 Attn: Conservation and Resource
 Development Division

Trustee: U.S. Bank National Association
 c/o Corporate Trust Services
 1420 Fifth Avenue, 7th Floor
 Seattle, Washington 98101
 Attn: Corporate Trust Department

Borrower: City Columbia Falls
 130 6th St. West
 Columbia Falls, MT 59912
 Attn: City Clerk

Any of the above parties may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices or other communications shall be sent.

Section 13.2 Binding Effect. This Supplemental Resolution shall inure to the benefit of and shall be binding upon the DNRC, the Borrower and their respective successors and assigns.

Section 13.3 Severability. If any provision of this Supplemental Resolution shall be determined to be unenforceable at any time, it shall not affect any other provision of the Resolution or the enforceability of that provision at any other time.

Section 13.4 Amendments. This Supplemental Resolution may not be effectively amended without the written consent of the DNRC so long as the DNRC holds any Bonds.

Section 13.5 Applicable Law. This Supplemental Resolution shall be governed by and construed in accordance with the internal laws of the State.

Section 13.6 Captions; References to Sections. The captions in this Supplemental Resolution are for convenience only and do not define or limit the scope or intent of any provisions or Sections of this Supplemental Resolution. References to Articles and Sections are to Articles and Sections of this Supplemental Resolution, unless the context otherwise requires.

Section 13.7 No Liability of Individual Officers, Directors or Trustees. No recourse under or upon any obligation, covenant or agreement contained in this Supplemental Resolution shall be had against any director, officer or employee, as such, past, present or future, of the DNRC, the DEQ or the Trustee, either directly or through the DNRC, the DEQ or the Trustee, or against any officer, or member of the governing body or employee of the Borrower, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer or member of the governing body or employee of

the DNRC, the Trustee or the Borrower is hereby expressly waived and released by the Borrower and by the DNRC as a condition of and in consideration for the adoption of this Supplemental Resolution and the making of the Loan.

Section 13.8 Payments Due on Holidays. If the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in this Supplemental Resolution or the Series 2020 Bond, shall not be Business Day, such payments may be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Supplemental Resolution or the Series 2020 Bond.

Section 13.9 Right of Others To Perform Borrower's Covenants. In the event the Borrower shall fail to make any payment or perform any act required to be performed hereunder, then and in each such case the DNRC or the provider of any Collateral Document may (but shall not be obligated to) remedy such default for the account of the Borrower and make advances for that purpose. No such performance or advance shall operate to release the Borrower from any such default and any sums so advanced by the DNRC or the provider of any Collateral Document shall be paid immediately to the party making such advance and shall bear interest at the rate of ten percent (10.00%) per annum from the date of the advance until repaid. The DNRC and the provider of any Collateral Document shall have the right to enter the 2020 Project or the facility or facilities of which the 2020 Project is a part or any other facility which is a part of the System in order to effectuate the purposes of this Section.

Section 13.10 Authentication of Transcript. The officers of the Borrower are hereby authorized and directed to furnish to the DNRC and to Bond Counsel certified copies of all proceedings relating to the issuance of the Series 2020 Bond and such other certificates and affidavits as may be required to show the right, power and authority of the Borrower to issue the Series 2020 Bond, and all statements contained in and shown by such instruments, including any heretofore furnished, shall constitute representations of the Borrower as to the truth of the statements of fact purported to be shown thereby.

Section 13.11 Effective Date. This Supplemental Resolution shall take effect immediately.

Adopted by the City Council of the City of Columbia Falls, Montana, on this 8th day of September, 2020.

Mayor

Attest: _____
City Clerk

(SEAL)

APPENDIX A

Description of the 2020 Project

The 2020 Project consists of installing a new well and pump house, flowmeter, and necessary mechanical equipment, installing a new main connecting to the existing system and related improvements.

Estimated 2020 Project and Associated Financing Costs

	Source: RRGL	Source: 2020 Loan	Source: Local	Total
Loan Reserves			\$21,863	\$21,863
Bond Counsel & Related costs			10,000	10,000
Engineering Design			162,300	162,300
Engineering-Construction			217,500	217,500
Construction includes Contingency	\$122,950	\$675,000	1,119,763	1,917,713
TOTAL COSTS	\$122,950	\$675,000	\$1,531,426	\$2,329,376

APPENDIX B

[Form of the Series 2020 Bond]

UNITED STATES OF AMERICA
STATE OF MONTANA
COUNTY OF FLATHEAD

CITY OF COLUMBIA FALLS

WATER SYSTEM REVENUE BOND
(DNRC DRINKING WATER STATE REVOLVING LOAN PROGRAM)
SERIES 2020

R-1

\$675,000

FOR VALUE RECEIVED, CITY OF COLUMBIA FALLS, MONTANA (the “Borrower”), a duly organized municipal corporation and political subdivision of the State of Montana, acknowledges itself to be specially indebted and, for value received, hereby promises to pay to the Department of Natural Resources and Conservation of the State of Montana (the “DNRC”), or its registered assigns, solely from the Revenue Bond Account of its Water System Fund, the principal sum equal to the sum of the amounts entered on Schedule A attached hereto under “Total Amount Advanced,” with interest on each such amount from the date such amount is advanced hereunder at the rate of two percent (2.00%) per annum on the unpaid balance until paid. In addition, the Borrower shall pay an Administrative Expense Surcharge and a Loan Loss Reserve Surcharge on the outstanding principal amount of this Bond, each at the rate of twenty-five hundredths of one percent (0.25%) per annum. Interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be payable in semiannual installments payable on each January 1 and July 1 (each a “Loan Repayment Date”) commencing on January 1, 2021 and concluding on July 1, 2040. Principal shall be payable on the dates set forth in Schedule B hereto. Each installment shall be in the amount set forth opposite its due date in Schedule B attached hereto under “Total Loan Payment.” The portion of each such payment consisting of principal, the portion consisting of interest, the portion consisting of Administrative Expense Surcharge, and the portion consisting of Loan Loss Reserve Surcharge shall be as set forth in Schedule B attached hereto. Upon each disbursement of 2020 Loan amounts to the Borrower pursuant to the Resolution described below, the DNRC shall enter (or cause to be entered) the amount advanced on Schedule A under “Advances” and the total amount advanced under the Supplemental Resolution, including such disbursement, under “Total Amount Advanced.” The DNRC shall prepare Schedule B and any revised Schedule B, or cause Schedule B and any revised Schedule B to be prepared, as provided in Section 5.1 of the Supplemental Resolution authorizing this Bond. Schedule B shall be calculated and recalculated on a level debt service basis assuming an interest rate of two and one-half percent (2.50%) per annum. Past-due payments of principal and interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid. Interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be

calculated on the basis of a 360-day year comprising 12 months of 30 days each. All payments under this Bond shall be made to the registered holder of this Bond, at its address as it appears on the Bond register, in lawful money of the United States of America.

This Bond is one of an issue of Water System Revenue Bonds of the Borrower authorized to be issued in one or more series from time to time, and constitutes a series in the maximum authorized principal amount of \$675,000 (the “Series 2020 Bond”). The Series 2020 Bond is issued to finance the costs of the construction of certain improvements to the water system of the Borrower (the “System”). The Series 2020 Bond is issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as amended, and ordinances and resolutions duly adopted by the governing body of the Borrower, including Resolution No. 1198, duly adopted by the City Council on May 1, 2000 (the “Original Resolution”), as amended and supplemented by Resolution Nos. 1383, 1642, and 1829, adopted by the City Council on March 21, 2005, October 15, 2012, and September 8, 2020, respectively (the Original Resolution, as so amended and supplemented, the “Resolution”). Terms used with initial capital letters but not defined herein have the meanings given them in the Resolution. The Series 2020 Bond is issuable only as a single, fully registered bond. The Series 2020 Bond is issued on a parity with the Borrower’s outstanding First Amended and Restated Water System Revenue Bond (DNRC Drinking Water Revolving Loan Program), Series 2005 (the “Series 2005 Bond”).

Reference is made to the Resolution for a more complete statement of the terms and conditions upon which the Series 2020 Bond has been issued, the Net Revenues of the System pledged and appropriated for the payment and security thereof, the conditions upon which additional Bonds may be issued under the Resolution and made payable from such Net Revenues on a parity with the Series 2005 Bond and the Series 2020 Bond (collectively with the Series 2005 Bond and the Series 2020 Bond, the “Bonds”) or otherwise, the conditions upon which the Resolution may be amended, the rights, duties and obligations of the Borrower, and the rights of the owners of the Series 2020 Bond.

The Borrower may prepay the principal of the Series 2020 Bond only if (i) it obtains the prior written consent of the DNRC thereto, and (ii) no Loan Repayment or Administrative Expense Surcharge or Loan Loss Reserve Surcharge is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest, and Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment on the amount of principal prepaid. If the Series 2020 Bond is prepaid in part, such prepayments shall be applied to principal payments in inverse order of maturity.

This Series 2020 Bond, including interest and any premium for the redemption thereof, are payable solely from the Net Revenues pledged for the payment thereof and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision.

The Borrower may deem and treat the person in whose name this Series 2020 Bond is registered as the absolute owner hereof, whether this Series 2020 Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and the Borrower shall not be

affected by any notice to the contrary. The Series 2020 Bond may be transferred as hereinafter provided.

This Series 2020 Bond has been designated by the Borrower as a “qualified tax-exempt obligation” pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that the Borrower will forthwith construct and complete the improvements to the System hereinabove described; that it will prescribe and collect reasonable rates and charges for all services and facilities afforded by the System, including all additions thereto and replacements and improvements thereof, and has created a special Water System Fund into which the gross revenues of the System will be paid, and a separate and special Revenue Bond Account in that Fund, into which will be paid each month, from and as a first and prior lien on the Net Revenues of the System then on hand, an amount equal to not less than the sum of one-sixth of the interest to become due within the next six months and one-twelfth of the principal to become due within the next twelve months with respect to all Bonds payable semiannually from that Account; that the Borrower has created a Reserve Account in such fund into which shall be paid additional Net Revenues, after required credits to the Revenue Bond Account sufficient to maintain a reserve therein equal to the Reserve Requirement; that the Revenue Bond Account will be used only to pay the principal of, premium, if any, and interest on the Bonds and any other additional Bonds issued pursuant to the Resolution on a parity therewith; that the rates and charges for the System will from time to time be made and kept sufficient, to provide gross income and revenues adequate to pay promptly the reasonable and current expenses of operating and maintaining the System and to produce during each fiscal year Net Revenues in excess of such current expenses, equal to 110% of the maximum annual principal and interest payable on outstanding Bonds in the current or any future fiscal year; that additional Bonds may be issued on a parity with the Series 2005 Bond, Series 2020 Bond and other Bonds, upon certain conditions set forth in the Resolution, but no obligation will be otherwise incurred and made payable from the Net Revenues of the System, unless the lien thereof shall be expressly made subordinate to the lien of the Series 2005 Bond, Series 2020 Bond and additional Bonds on such Net Revenues; that all provisions for the security of the holder of this Series 2020 Bond set forth in the Resolution will be punctually and faithfully performed as therein stipulated; that all acts, conditions and things required by the Constitution and laws of the State of Montana and the ordinances and resolutions of the Borrower to be done, to exist, to happen and to be performed in order to make this Series 2020 Bond a valid and binding special obligation of the Borrower according to its terms have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; and that this Series 2020 Bond and the interest hereon are payable solely from the Net Revenues of the System pledged and appropriated to the Revenue Bond Account and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision and the issuance of the Series 2020 Bond does not cause either the general or the special indebtedness of the Borrower to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Columbia Falls, Montana, by its governing body, has caused this Bond to be executed by the signatures of the Mayor and the City Clerk, and has caused the official seal of the Borrower to be affixed hereto, and has caused this Bond to be dated as of the _____ day of _____, 2020.

Mayor

(SEAL)

City Clerk

REGISTRATION AND TRANSFER

This Bond shall be fully registered as to both principal and interest. No transfer of this Bond shall be valid unless and until (1) the registered holder of the Bond, or his duly authorized attorney or legal representative, executes the form of assignment appearing on this Bond, and (2) the City Finance Director as Registrar, has duly noted the transfer on the Bond and recorded the transfer on the Registrar's registration books. The Borrower shall be entitled to deem and treat the person in whose name this Bond is registered as absolute owner thereof for all purposes, notwithstanding any notice to the contrary. Payments on account of the Bond shall be made only to the order of the registered holder thereof, and all such payments shall be valid and effectual to satisfy and discharge the Borrower's liability upon the Bond to the extent of the sum or sums so paid.

REGISTER

The ownership of the unpaid principal balance of this Bond and the interest accruing thereon is registered on the books of the City of Columbia Falls, Montana in the name of the registered holder appearing on the first page hereof or as last noted below:

<u>Date of Registration</u>	<u>Name and Address of Registered Holder</u>	<u>Signature of City Finance Director</u>
_____, 2020	Department of Natural Resources and Conservation 1539 Eleventh Avenue Helena, MT 59620	_____

THE FOLLOWING ENTRIES ARE TO BE MADE ONLY BY THE REGISTRAR UPON REGISTRATION OF EACH TRANSFER

The City Finance Director, acting as Registrar, has transferred, on the books of the City, on the date last noted below, ownership of the principal amount of and the accrued interest on this Bond to the new registered holder noted next to such date, except for amounts of principal and interest theretofore paid.

<u>Date of Transfer</u>	<u>Name of New Registered Holder</u>	<u>Signature of Registrar</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

FORM OF ASSIGNMENT

For value received, this Bond is hereby transferred and assigned by the undersigned holder, without recourse,
to _____ on this _____ day
of _____, _____.

By: _____
(Authorized Signature)

For: _____
(Holder)

SCHEDULE A

SCHEDULE OF AMOUNTS ADVANCED

[illegible]

SCHEDULE B

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Administrative Expense Surcharge</u>	<u>Loan Loss Reserve Surcharge</u>	<u>Total Loan Payment</u>
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APPENDIX C
ADDITIONAL REPRESENTATIONS AND COVENANTS

None

RESOLUTION NO. 1830

A RESOLUTION OF THE CITY OF COLUMBIA FALLS, MONTANA, LEVYING ASSESSMENTS UPON PROPERTY WITHIN SPECIAL IMPROVEMENT DISTRICTS TO DEFRAY THE COST OF SAID SPECIAL IMPROVEMENT DISTRICTS FOR THE FISCAL YEAR 2020-21

WHEREAS, annual special assessments are made on properties within the lighting and city-wide street maintenance districts for the purpose of assessing each property owner therein for the allocated share of the cost of the street lighting and street maintenance.

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

Section One: That there is hereby levied and assessed against each lot or parcel of land within each Special Improvement District of the City of Columbia Falls, Montana, a special assessment to defray the costs of the maintenance within such districts for the fiscal year beginning July 1, 2020 and ending June 30, 2021. The assessments to defray the costs thereof are against the lots or parcels of land as are designated, described and listed in the resolution of assessment establishing each of said districts and as the same may be expanded, which lots or parcels of land are all described or listed on the Special Assessment Roll which is on file in the office of the City Clerk, City of the Columbia Falls, Montana.

Section Two: That the FY 2020-2021 Special Assessments in total amounts are:

Street Lighting District	\$ 30,049
Street Maintenance District	\$316,000

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA FALLS, THIS 8th DAY OF SEPTEMBER 2020. THE COUNCIL VOTING AS FOLLOWS:

AYES:
NOES:
ABSENT:

City Clerk

APPROVED BY THE MAYOR OF COLUMBIA FALLS, MONTANA, THIS 8th DAY OF SEPTEMBER, 2020.

Mayor

ATTEST:

City Clerk

HISTORY – SPECIAL MAINTENANCE DISTRICTS

STREET MAINTENANCE DISTRICT		LIGHTING DISTRICT	
<u>City-Wide Square Footage</u>		<u>Front Footing / Specified Areas</u>	
FY 87/88	\$78,000 New/Creation	FY 87/88	\$10,349
FY 88/89	\$ 74,315	FY 88/89	\$14,200
FY 89/90	\$ 77,999	FY 89/90	\$16,000
FY 90/91	\$ 75,000	FY 90/91	\$11,000
FY 91/92	\$105,000	FY 91/92	\$12,000
FY 92/93	\$105,000	FY 92/93	\$ 9,000
FY 93/94	\$110,000	FY 93/94	\$12,000
FY 94/95	\$100,000	FY 94/95	\$11,000
FY 95/96	\$110,000	FY 95/96	\$14,500
FY 96/97	\$136,000	FY 96/97	\$14,500
FY 97/98	\$152,000	FY 97/98	\$14,500
FY 98/99	\$152,000	FY 98/99	\$14,500
FY 99/2000	\$162,990	FY 99/2000	\$15,500
FY 00/01	\$181,281	FY 00/01	\$15,500
FY 01/02	\$194,500	FY 01/02	\$15,800
FY 02/03	\$194,800	FY 02/03	\$15,800
FY 03/04	\$212,000	FY 03/04	\$32,500
FY 04/05	\$228,245	FY 04/05	\$31,500
FY 05/06	\$234,813	FY 05/06	\$27,500
FY 06/07	\$258,260	FY 06/07	\$33,000
FY 07/08	\$279,420	FY 07/08	\$40,000
FY 08/09	\$310,000	FY 08/09	\$40,000
FY 09/10	\$310,000	FY 09/10	\$40,000
FY 10/11	\$301,000	FY 10/11	\$40,000
FY 11/12	\$301,000	FY 11/12	\$40,000
FY 12/13	\$301,000	FY 12/13	\$40,000
FY 13/14	\$301,000	FY 13/14	\$40,000
FY 14/15	\$301,000	FY 14/15	\$40,000
FY 15/16	\$301,000	FY 15/16	\$33,928
FY 16/17	\$301,000	FY 16/17	\$33,928
FY 17/18	\$301,000	FY 17/18	\$33,928
FY 18/19	\$301,000	FY 18/19	\$33,349
FY 19/20	\$316,000	FY 19/20	\$30,049
FY 20/21	\$316,000	FY 20/21	\$30,049
302 – Street Maintenance District = \$0.0080120432 per sq ft 39,440,626.17 Square Footage		301 – Special Lighting District = \$0.126401 per front foot 237,726.24 Front Footage	

RESOLUTION NO. 1831

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUMBIA FALLS, MONTANA, REDEFINING THE AREA INCLUDED WITHIN THE COLUMBIA FALLS STREET MAINTENANCE DISTRICT AND METHOD OF ASSESSMENT.

WHEREAS, the City of Columbia Falls has created by Resolution No. 794, a city-wide street maintenance district for the maintenance of all the streets, avenues, public ways and public places located therein; and

WHEREAS, the limits of the City of Columbia Falls have been expanded by Resolution to include certain property described in “Exhibit A” attached;

WHEREAS, certain lots and tracts located within the boundaries of the city-wide street maintenance district are larger in area than one half acre and potentially occupied by a single family residence which receive a benefit from a maintained street network that decreases with areas greater than one half acre;

Whereas, the City Council concluded that it is in the best interests of the public to remove the Municipal Park Land from the Street Maintenance Assessment district;

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

Section One: That the limits of the City of Columbia Falls Street Maintenance District shall be expanded to include the following described real property, which property was annexed to the City as set forth in “Exhibit A”.

Section Two: That lots and tracts, zoned and potentially occupied as single family residence, exceeding ½ acre will be assessed for square footage of ½ acre and 50% of the square footage exceeding ½ acre, as set forth in “Exhibit B”.

Section Three: That Municipal Park Land be removed from the Street Maintenance District as set forth in “Exhibit C.”

Section Four: The remaining provisions of Resolution No.794 creating the Columbia Falls Street Maintenance District shall continue in full force and effect.

Section Five: This Resolution shall be effective immediately upon its passage and approval by the City Council.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA FALLS, THIS 8th DAY OF SEPTEMBER, 2020. THE COUNCIL VOTING AS FOLLOWS:

AYES:
NOES:
ABSENT:

City Clerk

APPROVED BY THE MAYOR OF COLUMBIA FALLS, MONTANA, THIS 8th DAY OF SEPTEMBER, 2020.

Mayor

ATTEST:

City Clerk

	Resolution #1831					
		Exhibit A	Annexations		Item No.12.	
		None				
	Exhibit B - Large lot modifications					
	Subdivision;	Total S.f.	Modified sq. ft	Difference		
11.1	Lenonville	259,904.50	206,182.75	53,721.75		
13	Nucleus Addition	29,900.00	25,840.00	4,060.00		
15	Robindale Addition	28,706.00	25,243.00	3,463.00		
18	Van's Acres Tracts	21,876.00	21,828.00	48.00		
22	River Terrace Estates	315,077.17	302,133.81	12,943.36		
27	Peaceful River	108,507.96	65,143.98	43,363.98		
28	River Park Estates	371,436.13	347,151.43	24,284.70		
31	Riverwood Estates	1,758,669.66	1,173,364.83	585,304.83		
34	Van's Riverside Lots	243,657.44	187,169.22	56,488.22		
34.1	River Bend Way	74,139.12	58,849.56	15,289.56		
39	Talbott Pines	23,929.00	22,854.50	1,074.50		
41	Byrd's Addition	30,927.60	26,353.80	4,573.80		
44	Riverbend Estates	233,497.16	198,619.36	34,877.80		
45	Olie's Acres	22,208.00	21,994.00	214.00		
46	Steele Estates	29,205.00	25,492.50	3,712.50		
47	The Opalka Addition	27,007.20	24,393.60	2,613.60		
5	Bennett's Addition	129,894.85	97,617.43	32,277.42		
8	Crescent Addition	54,685.00	49,122.50	5,562.50		
7	Clare Tracts 1st Add'n	91,486.00	78,413.00	13,073.00		
100	Misc Tracts	1,525,483.56	1,013,211.80	512,271.76		
1	CF Original	29,950.00	25,865.00	4,085.00		
	Total	5,410,147.35	3,996,844.07	1,413,303.28		
	Exhibit C					
	City Parks:	Assessor #	sq. footage			
	Falls Park (@Glacier B	E000329	8,875.00			
	Green Belt/Veg Buffer	E000903	84,680.64			
	Toddler Park	E001181	48,012.00			
	Ball Park	E033159	58,391.50			
	Clare Park	E033162	117,612.00			
	Hoerner Park	E033270	58,240.00			
	Scenic View Park	E033308	94,974.00			
	Hilltop Park (Horine)	E033406	226,475.00			
	Pinewood Park	E033610	59,720.00			
	Fenholt Park	E033700	43,750.00			
	Schoenberg Park	E033810	62,500.00			
	Columbus Park	E033925	62,500.00			
	Marantette Park	E033926	165,635.30			
	Pinewood Park	E034056	74,670.00			
	Military Service Park (L	E034061	31,159.98			
	Rivers' Edge Park	E001171	1,244,944.80			
	Welcome Park	E001317	30,017.16			
	Total Parks		2,472,157.38			

RESOLUTION NO. 1832

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUMBIA FALLS, MONTANA, SETTING AND ADOPTING THE MILL LEVIES ON ALL REAL AND PERSONAL PROPERTY WITHIN THE CITY OF COLUMBIA FALLS; APPROVING SPECIAL LEVIES FOR SPECIAL PURPOSES ON PROPERTY WITHIN THE CITY OF COLUMBIA FALLS FOR THE 2020-21 FISCAL YEAR

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

Section One: That the levies on real and personal property within the City of Columbia Falls, for meeting the regular expenses of the City of Columbia Falls, and special levies for special purposes, is hereby adopted.

Section Two: The tax levy requirements as expressed in mills, totaling 222.176 mills are as follows: 181.290 per Section 15-10-420, MCA, 29.592 - Permissive Medical Levy, and 11.294 – Street GO Bond.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA FALLS, THIS 8th DAY OF SEPTEMBER, 2020. THE COUNCIL VOTING AS FOLLOWS:

AYES:

NOES:

ABSENT:

City Clerk

APPROVED BY THE MAYOR OF COLUMBIA FALLS, MONTANA, THIS 8th DAY OF SEPTEMBER, 2020.

Mayor

ATTEST:

City Clerk

FIRST READING

ORDINANCE NO.804

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLUMBIA FALLS, MONTANA, AMENDING THE COLUMBIA FALLS ZONING MAP TO ALLOW THE DEVELOPMENT OF AN AMENDED PLANNED UNIT DEVELOPMENT (PUD) OVERLAY AT 540 NUCLEUS AVENUE FURTHER DESCRIBED AS LOTS 1 – 15 OF BLOCK 37 OF COLUMBIA FALLS TOWNSITE IN SECTION 8, TOWNSHIP 30 NORTH, RANGE 20 WEST, P.M.M., FLATHEAD COUNTY, MONTANA

WHEREAS, Ruis Holdings 540 Nucleus Ave LLC, owner of the real property, has requested an amendment to the Columbia Falls zoning map to allow the development of a Planned Unit Development (PUD) overlay on property zoned CB-4 located at 540 Nucleus Avenue, described as Lots 1-15 of Block 37 of Columbia Falls Townsite in Section 8, Township 30 North, Range 20 West, P.M.M., Flathead County, Montana; and

WHEREAS, the Columbia Falls Planning Department, on July 28, 2020, in Staff Report CPUD-20-03, recommended approval of the requested Amendment to the Planned Unit Development (PUD) approved in April 2020, subject to certain conditions; and

WHEREAS, said request was considered by the Columbia Falls City-County Planning Board in a public hearing at its regularly scheduled meeting on August 11, 2020, at which the Board adopted Staff Report CPUD-20-03 with revisions and recommended approval of the requested Amended Planned Unit Development (PUD) subject to certain conditions as shown in Exhibit A; and

WHEREAS, a hearing on the Planned Unit Development (PUD) was held by the City Council of the City of Columbia Falls, Montana, at its regular meeting on Tuesday, September 8, 2020, after said hearing was advertised according to law; and at said hearing on said date, the City Council considered the recommendation of the Planning Board, the report of the Columbia Falls Planning Office, together with any and all comments filed or voiced with respect to said change; and

WHEREAS, the City Council has determined that the Amended PUD request, subject to certain conditions, is in the best interest of the City and that the unique character of the property justified approval of a PUD of less than two acres.

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

Section One. Findings of Fact: That the Columbia Falls Planning Office Report #CPUD-20-03, dated July 28, 2020, as amended by the Columbia Falls City-County Planning Board on August 11, 2020, is hereby adopted by the Council as findings of fact with respect to said PUD request.

Section Two. Change in Zoning Classification: That the requested Planning Unit Development (PUD) overlay on property presently zoned CB-4 Central Business will allow a

FIRST READING

building height of 44 feet 5 inches for the elevator tower and first floor residential on the west half of the ground floor at 540 Nucleus Avenue further described as Lots 1 – 15 of Block 37 of Columbia Falls Townsite in Section 8, Township 30 North, Range 20 West, P.M.M., Flathead County, Montana.

Section Three. All documents included in the site plan and the recommendation of the Columbia Falls Planning Office is hereby incorporated by reference and the Conditions are shown in Exhibit A.

Section Four. The Council finds that the proposal complies with Chapter 18.428 of the Columbia Falls Area Zoning Regulations, and that the height deviation results in a more attractive building, allowing for architecture and visual benefit and the first floor residential will promote mixed use in the downtown area.

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

Section Six. Severability: The provisions of this Ordinance are severable. If any provision of this Ordinance is held invalid, such invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision.

Section Seven. Effective Date: This Ordinance shall become effective thirty (30) days after its final passage and approval by the City Council of the City of Columbia Falls, Montana.

PASSED AND APPROVED BY THE CITY COUNCIL OF COLUMBIA FALLS, MONTANA THIS ____ DAY OF SEPTEMBER, 2020, THE COUNCIL VOTING AS FOLLOWS:

AYES:

NOES:

ABSENT:

City Clerk

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

Mayor

ATTEST:

City Clerk

FIRST READING

EXHIBIT A

1. The City Council approves a PUD in an area less than two acres.
2. The Ruis Holding 540 Nucleus Ave LLC PUD will allow the following deviations:
 - Building Height – The maximum building height is 37+ feet for the main roof line and 44.5-feet for the elevator tower
 - First Floor Residential – the west half of the ground floor may allow ground floor residential and at a minimum there will be 7,500 sf of commercial/retail space on the Nucleus Avenue frontage.
 - Approval of the PUD will allow the applicant to choose one of the two proposed options for off-street parking.
3. The project shall be built in substantial compliance with the submitted “Nucleus Mix Use” application and all accompanying drawings, as prepared by Montana Creative.
4. Prior to the submittal of plans for the building permit, the applicant shall work with the Columbia Falls Fire Chief for approval of the FDC locations, Knox Box location, roof access, and turning radius within the parking lot should the applicant go with Option 2.
5. The mixed use structures shall be fire sprinkled in accordance with the IBC.
6. Should the old bank tunnels remain, the applicant shall provide a Professional Engineer’s certification that the parking lot driving isles will support a 70,000 pound ladder truck.
7. Landscaping and landscaping features will generally follow the PUD plan with the understanding that the PUD plan is not a detailed Landscaping Plan. The applicants shall provide the City Manager a detailed Landscape plan. The landscape plan shall be approved and the landscaping installed prior to the issuance of an occupancy permit. If, due to weather, the landscaping cannot be completed prior to occupancy, the applicant may enter into a developer’s agreement with the City of Columbia Falls and provide security (bond or letter of credit) in the amount of 125% of the landscape improvements. The security amount will be determined by actual bid or licensed engineer. The developer’s agreement will not be for longer than six months.
8. Any sidewalk or public infrastructure damaged by the demolition or reconstruction of the building shall be replaced per the Columbia Falls Public Works Standards.
9. All connections to sewer and water along with any work in the City’s right-of-way shall require review and written approval from the Columbia Falls Public Works Director.
10. The City Planning/Zoning staff will review the sign permit application for compliance with the standards of the Columbia Falls Zoning Regulations prior to issuing a sign.

FIRST READING

11. The applicant shall install a bike rack and trash receptacle in the parking lot and one bike rack on the Nucleus Avenue side of the site.
12. Any RTU will be screened or sited on the roof so that they are not visible from the public way.
13. The applicant will construct a site obscuring fence with gates around the dumpster site as indicated on the applicant's site plan. The refuse screening shall be included with the building permit plans.
14. The light details will be reviewed at the building permit stage to insure that they comply with the 18-foot height standards and that all lighting has full cut off and/or opaque shields.
15. The 1st Avenue West entrance will incorporate at least two more architectural elements from Section 18.428.050 of the Columbia Falls Zoning Ordinance
16. All conditions of the PUD shall be complied with prior to the issuance of the occupancy permit or otherwise addressed as provided for in this PUD.
17. Safety fencing will be installed around the project during construction.

September 8, 2020

To: Mayor & Council

From: City Manager Nicosia

RE: Manager's Report/Project Update

1. Parks Committee met on August 27th with the FC Animal Advisory Group. At the invitation of Cliff Bennett, Director, Flathead County Animal Shelter, we were joined via Zoom by Aleisha Swartz, DVM, Chief of Service, University of Wisconsin-Madison School of Veterinary Medicine. Dr. Swartz had a wealth of information and will continue working with the City on establishing appropriate measures such as creating a controlled feeding platform and appropriate "litterboxes." I will share additional information on Tuesday night. General consensus at the meeting was that Dr. Swartz provided known remedies and workable, low cost, solutions to handle the cat issues at River's Edge Park.

2. We are advertising for an opening on the Board of Adjustment. Jon Ludviksen recently resigned as he was moving out of the area. His position expires December 31, 2020 and can be either Planning Jurisdiction or City limits.

3. Urban Transportation Advisory Committee held the kick off meeting on August 19th. We will be holding public workshops on October 15th – short presentation at 3 pm and then Q&A and another short presentation at 6 pm with Q&A. These workshops will be held in City Hall Council Chambers or the Fire Hall meeting room.

4. HomeServeUSA, the service line program sponsored by NLCT, signed up 198 homes in the first round of letters. They will be sending out another round this fall, probably in November. Overall, they felt that level of participation was good for the first round. PWD and Administration fielded calls regarding the program and they were only a couple of hiccups in the sign up process. Coverage is in place 30 days after policy issued.

5. Well Project is going very well – 72 hour pump test was completed last weekend, August 28th – 30th. This agenda includes the Revenue Bond Portion. The City is funding the majority of the \$2 out of the Water Expansion Fund and the Water Fund.

6. Planning Issues:

A. Currently working with Building, Fire and Planning/Zoning to accommodate requests for temporary tents/structures to maintain outdoor distancing spaces in cold weather. Fire Chief reviewed code and such structures can only be used for 6 months, require 2 inspections – one initial, one during use, and must provide egress and review of heater use. Zoning will also review setbacks, ingress and egress. We currently have one request but anticipate more in the future as we move into fall. We also discussed providing for a one-two month extension based on weather/use.

B. We have an ongoing issue with dust complaints on Patterson Ranch Lane. An adjoining neighbor does not like the Zoning officials' interpretation of compliance with the conditional use permit issued in 2006 for Lew Bonitz's custom gunsmith shop (Resolution # 1471). Specifically at issue is Condition # 7 "Access road from North Hilltop to the site of the home occupation must maintain dust mitigation practices such as periodic application of road oil or paving." City staff observed the road on July 23rd and the first

westerly 150' of the road appeared to be oiled or otherwise heavily treated with water; dust did not kick up when driving the city vehicle at an appropriate speed. The road was not treated above the cattle guard to the northwest. This has been an ongoing issue for several years. The adjoining neighbor to the north of the road does not use this private road for his access but it abuts his backyard. City Planner Eric Mulcahy reviewed the road and use at my request in August due to the continued complaints. Mr. Mulcahy found that Mr. Bonitz is mitigating dust on the private road by severely limiting driving on the roadway, driving at a significantly reduced rate of speed, 5 mph, and has had the road oiled several times over the years although he didn't oil it on or before July 23rd. Mr. Mulcahy determined that Mr. Bonitz was meeting the conditional use requirement and his business use was not the cause of the dust complaints from the neighbor. The only other owner/residence on the private road, Clay Patterson, drives heavy trucks and equipment over the road and has no dust abatement requirement. Unfortunately, the neighbor did not like staff's determination and the conversation became heated. I believe we will hear from the neighbor at the council meeting Tuesday night.

C. Still working on compliance with short-term vacation rentals getting inspections and permits in place.

7. Municode Ordinances Program – Now that the City Council adopted Ordinance 803 we will review the new program and how it works. Council will decide if the ordinances will be signed manually or electronically as we use the program in the future.

8. The City has elected to not stop the FICA withholding for the period of Sept 1 – Dec 31st given the likelihood that employees will have to pay the withholding in Jan – April. City officials reviewed the Executive Order and other official guidance regarding the order along with the payroll software capabilities and it is not possible to not withhold and then withhold in the first quarter of 2021 for the wages earned in 2020. This has been a hot topic nationally and in the state.

Columbia Falls Rural Fire Protection Chief's Report 8/31/20

Item No.16.



1. CFFD currently has 25 volunteer firefighters on the roster with 3 applications pending. The board will recommend 2 of these applicants be put on as probationary members and 1 to have their application put on file.
2. CFFD has been dispatched to 182 incidents through August 26th 2020. Attached paperwork is through July 31st.
3. I am still waiting on Pletch electric to let me know if he can install an above ground reset switch on the tanker recharge system.
4. WHP was onsite today staking out the burn building with the helical piers set to be installed tomorrow. WHP is anticipating that they will begin building installation on the week of September 8th and will be completed by October 2nd.
5. I have reached out to Knife River, PaveCo, and Glacier Paving to get prices on finishing the loop with pavement. We have only received quotes from Knife River and Glacier Paving. I would like to award on Monday night.
6. Pump testing was completed on August 27th, 431 passed with no issues.
7. Columbia Falls is hosting a county wide FEMA AFG grant again to try and replace the existing radios that were obtained in 2009 from another regional grant. When the MOU is ready I will need the Rural Board to sign it. Last time, the MOU was signed after the grant was awarded, FEMA now requires the MOU to be in place before the grant is submitted.
8. Columbia Falls Rural was awarded a grant through the State Rural VFA program. I bought 4 wildland shirts and pants and 2 helmets. Total spent was \$1356 and grant reimbursement will be \$1181.81.

Columbia Falls Fire Department
2020 Runs

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Item No.16.

**CITY OF COLUMBIA FALLS
CORRESPONDENCE LIST
COUNCIL MEETING
September 8, 2020**

08/28/20 Email from Barry E. Green – Amtrak’s long-distance trains
08/29/20 Pipeline Association for Public Awareness – Safety Information for Public Officials
08/21/20 Email form Patrick Copeland-Malone – USPS
08/22/20 Federal Communication Commission – Construction/Coverage Deadline Reminder