



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

PHONE (406) 892-4391
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**FINANCE COMMITTEE & CITY COUNCIL REGULAR MEETING
AGENDA
TUESDAY, FEBRUARY 18, 2020
COUNCIL CHAMBERS CITY HALL**

FINANCE COMMITTEE – 6:30 P.M

Claims Review - Barnhart, Piper, Robinson

REGULAR MEETING – 7:00 P.M.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

CONSENT AGENDA:

- [1.](#) Approval of Claims - \$111,980.68
- [2.](#) February 7, 2020 Payroll - \$112,437.28
- [3.](#) Council Minutes February 3, 2020
- [4.](#) Approve Amended Easement Agreement - Williams and authorize City Manager to sign.
- [5.](#) Approve Department of Commerce Tourism Grant Contract # 20-51-088 and Authorize City Manager to sign.

VISITORS/PUBLIC COMMENT (Items not on agenda)

NOTICE OF PUBLIC HEARINGS/PUBLIC HEARINGS:

- [6.](#) Notice of Public Hearing: Planned Unit Development, Ruis Holdings 540 Nucleus Ave LLC, Planning Board March 10th and City Council April 6th

UNFINISHED BUSINESS:

NEW BUSINESS:

- [7.](#) Year to Date Financial Review - Finance Director
- [8.](#) Approval of Fraternal Order of Police Lodge #6 Collective Bargaining Agreement 2019 - 2022
- [9.](#) Approval of FOP Collective Bargaining Agreement July 1, 2019 - June 30, 2022

ORDINANCES / RESOLUTIONS:

- [10.](#) Resolution # 1815 Calling for Resort Tax Election

REPORTS / BUSINESS FROM MAYOR & COUNCIL

CITY MANAGER REPORT

11. City Manager's Project and Program Update

CITY ATTORNEY REPORT

MISCELLANEOUS

- [12.](#) Police Department Activity January 2020

ADJOURN

Next Scheduled Meetings:

City Council – Regular Meeting, **March 2, 2020** – 7:00 PM

Planning Board – March 10, 2020

Council Workshop – **Extraterritorial Jurisdiction/Ext of Services** – TBD

02/13/20
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CITY OF COLUMBIA FALLS
Claim Approval List
For the Accounting Period: 2/20

Item No. 1.

Report ID: AP100V

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/	Document \$/	Disc \$							Cash
		Invoice #/Inv Date/Description	Line \$		PO #	Fund	Org	Acct	Object	Proj	Account
40213		1478 ALPINE LOCK & SAFE	95.82								
	7387	01/31/20 SWR-PADLOCKS	95.82			5310		430600	240		101000
		Total for Vendor:	95.82								
40193		2825 BATTERIES PLUS BULBS #647	33.50								
	P23501610	01/22/20 SWR-BATTERIES	33.50			5310		430600	220		101000
		Total for Vendor:	33.50								
40202		2993 BIG SKY FASTENER	10.30								
	16015946	01/28/20 STRS-HEX NUTS	10.30			2500		430200	240		101000
		Total for Vendor:	10.30								
40177		1700 BRECK LAW OFFICE, PC	6,834.86								
	020720	02/05/20 LEGAL FEES FOR MARCH	1,330.67			1000		411100	350		101000
	020720	02/05/20 LEGAL FEES FOR MARCH	3,400.75			1000		410365	350		101000
	020720	02/05/20 LEGAL FEES FOR MARCH	532.26			5210		430500	350		101000
	020720	02/05/20 LEGAL FEES FOR MARCH	532.26			5310		430600	350		101000
	020720	02/05/20 LEGAL FEES FOR MARCH	266.14			1000		411000	350		101000
	020720	02/05/20 LEGAL FEES FOR MARCH	107.58			1000		420100	399		101000
	020720	02/05/20 LEGAL FEES FOR MARCH	23.90			5210		430500	357		101000
	020720	02/05/20 LEGAL FEES FOR MARCH	35.86			5310		430600	357		101000
	020720	02/05/20 LEGAL FEES FOR MARCH	47.81			2500		430200	399		101000
	020720	02/05/20 LEGAL FEES FOR MARCH	143.43			1000		411100	350		101000
	020720	02/05/20 LEGAL FEES-BADGER DIRECTIONAL	38.00			1000		411100	351		101000
	020720	02/05/20 LEGAL FEES-BELL WATER RIGHT	376.20			1000		411100	351		101000
		Total for Vendor:	6,834.86								
40209		2708 BULLITT COMMUNICATIONS	90.00								
	30822	01/28/20 WTR-2019 RAM INSTALL	90.00*			5210		430500	942		101000
		Total for Vendor:	90.00								
40200		1260 CARQUEST AUTO PARTS	131.75								
	334399	01/23/20 STRS-ELECT TAPE,TRLR CNNCTR	19.56*			2500		430200	232		101000
	334413	01/23/20 STRS-SILICONE SEAL,WIRE TRMNL	4.41*			2500		430200	232		101000
	334408	01/23/20 STRS-TERMINALS	5.72*			2500		430200	232		101000
	334559	01/27/20 STRS-LUBE	5.51*			2500		430200	232		101000

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	334567	01/27/20 STRS-FUEL	25.02*			2500		430200	232		101000
	334851	02/03/20 SWR-AIR COMP OIL	47.65			5310		430600	231		101000
	334968	02/05/20 SWR-BRAKE CLEANER	23.88			5310		430600	220		101000
		Total for Vendor:	131.75								
40194		184 CENEX HARVEST STATES COOP	993.96								
	301554	01/21/20 FD-RURAL PROPANE	993.96			1000		420400	344		101000
		Total for Vendor:	993.96								
40174	E	2852 CHARTER COMMUNICATIONS	114.98								
	020620	02/01/20 PD-INTERNET,STATIC IP FOR FEB	114.98			1000		420100	355		101000
		Total for Vendor:	114.98								
40165		1145 CITY OF WHITEFISH BUILDING	2,000.00								
	020620	01/31/20 MINIMUM PAYMENT-FOR JANUARY	2,000.00			2394		420500	398		101000
		Total for Vendor:	2,000.00								
40167		2713 COMPLETE RESTORATION LLC	2,994.16								
	8427	01/22/20 CLEANING/JANITORIAL FOR JAN	2,994.16			1000		411200	399		101000
		Total for Vendor:	2,994.16								
40173		3067 CUTTING EDGE TRAINING	119.00								
SUPERVISOR FORCE LIABILITY PREVENTION - APRIL 1, 2020 - KALISPELL, MT											
	020620	02/04/20 PD-TRAINING,S.MURPHY	119.00			1000		420100	380		101000
		Total for Vendor:	119.00								
40197		3026 DAILY INTER LAKE	218.50								
	100360582	01/26/20 #26748 TRANSPORTAION PLAN	116.83			1000		410100	331		101000
	100360582	02/02/20 #25748 TRANSPORTAION PLAN	101.67			1000		410100	331		101000
		Total for Vendor:	218.50								
40191		191 DIVERSIFIED ELECTRIC CO.	1,420.00								
	12413	01/29/20 SWR-MIXER MOTOR REBUILD	1,420.00			5310		430600	360		101000
		Total for Vendor:	1,420.00								

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40163	E	1879 EVERGREEN WASTE CONNECTIONS	437.80						
	020520	01/31/20 FACILITIES-GARBAGE	73.24			1000 411200	340	101000	
	020520	01/31/20 STREETS	177.15			2500 430200	340	101000	
	020520	01/31/20 WATER	73.24			5210 430500	340	101000	
	020520	01/31/20 SEWER	65.35			5310 430600	340	101000	
	020520	01/31/20 PARKS	48.82			1000 460400	340	101000	
		Total for Vendor:	437.80						
40203		869 FLATHEAD COMMUNITY HEALTH	200.00						
	274985	10/18/19 SWR-DOT PHYSICAL,D.SANDSON	100.00			5310 430600	399	101000	
	277225	01/03/20 WTR-DOT PHYSICAL,H.GEORGE	33.33			5210 430500	399	101000	
	277225	01/03/20 SWR-DOT PHYSICAL,H.GEORGE	33.33			5310 430600	399	101000	
	277225	01/03/20 STRS-DOT PHYSICAL,H.GEORGE	33.34			2500 430200	399	101000	
		Total for Vendor:	200.00						
40154		1892 FLATHEAD COUNTY	375.00						
	5065	01/28/20 OWNERSHIP LIST-RUIS HOLDINGS	75.00			1000 411000	390	101000	
	5035	11/20/19 OWNERSHIP LIST-GLAUBER,SAM&BRA	75.00			1000 411000	390	101000	
	5037	11/22/19 OWNERSHIP LIST-MCDOWELL,TRAVIS	75.00			1000 411000	390	101000	
	5038	11/22/19 OWNERSHIP LIST-YAEGER,BRIAN	75.00			1000 411000	390	101000	
	5067	01/29/20 OWNERSHIP LIST-GLAUBER,SAM	75.00			1000 411000	390	101000	
		Total for Vendor:	375.00						
40155		288 FLATHEAD COUNTY SHERIFF'S OFFICE	4,250.00						
	020520	01/28/20 ANIMAL CONTROL FEE FY2019-2020	4,250.00			1000 440600	300	101000	
		Total for Vendor:	4,250.00						
40180		663 FLATHEAD COUNTY SOLID WASTE	3,075.19						
	944165	01/31/20 SWR-SLUDGE	206.79			5310 430600	395	101000	
	944216	01/02/20 SWR-SLUDGE	187.54			5310 430600	395	101000	
	944780	01/07/20 SWR-SLUDGE	190.96			5310 430600	395	101000	
	944848	01/07/20 SWR-SLUDGE	210.52			5310 430600	395	101000	
	945107	01/09/20 SWR-SLUDGE	199.65			5310 430600	395	101000	
	945152	01/09/20 SWR-SLUDGE	180.40			5310 430600	395	101000	
	945594	01/14/20 SWR-SLUDGE	203.69			5310 430600	395	101000	
	945620	01/14/20 SWR-SLUDGE	210.21			5310 430600	395	101000	

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	945872	01/16/20 SWR-SLUDGE	193.13			5310 430600	395	101000
	946343	01/21/20 SWR-SLUDGE	191.27			5310 430600	395	101000
	946399	01/21/20 SWR-SLUDGE	194.37			5310 430600	395	101000
	946693	01/23/20 SWR-SLUDGE	202.14			5310 430600	395	101000
	947242	01/28/20 SWR-SLUDGE	187.23			5310 430600	395	101000
	947281	01/28/20 SWR-SLUDGE	187.54			5310 430600	395	101000
	947612	01/30/20 SWR-SLUDGE	176.36			5310 430600	395	101000
	947648	01/31/20 SWR-SLUDGE	153.39			5310 430600	395	101000
		Total for Vendor:	3,075.19					
40171		24 FLATHEAD COUNTY TREASURER	973.00					
	020620	02/04/20 TECHNOLOGY SURCHARGE	468.00			1000 212201		101000
	020620	02/04/20 LAW ENFORC ACAD/CRMNL CONV SUR	505.00			1000 212201		101000
		Total for Vendor:	973.00					
40214		21 FLATHEAD ELECTRIC COOP INC	13,841.70					
	021320	01/25/20 FACILITIES-FOR JANUARY	349.46			1000 411200	341	101000
	021320	01/25/20 POLICE	45.51			1000 420100	341	101000
	021320	01/25/20 FIRE	330.71			1000 420400	341	101000
	021320	01/25/20 PARKS	227.60			1000 460400	341	101000
	021320	01/25/20 POOL	95.13			1000 460445	341	101000
	021320	01/25/20 LIGHTING	2,784.99			2400 430200	341	101000
	021320	01/25/20 STREETS	204.09			2500 430200	341	101000
	021320	01/25/20 WATER	3,495.80			5210 430500	341	101000
	021320	01/25/20 SEWER	6,308.41			5310 430600	341	101000
		Total for Vendor:	13,841.70					
40184		2263 GCR COLUMBIA FALLS TIRE CENTER	660.00					
	807-39256	01/15/20 WTR-TIRES TRAILBLZR	132.00			5210 430500	390	101000
	807-39256	01/15/20 SWR-TIRES TRAILBLZR	132.00			5310 430600	390	101000
	807-39256	01/15/20 STRS-TIRES TRAILBLZR	132.00			2500 430200	390	101000
	807-39256	01/15/20 FIN-TIRES TRAILBLZR	132.00			1000 410500	390	101000
	807-39256	01/15/20 PD-TIRES TRAILBLZR	132.00			1000 420100	390	101000
		Total for Vendor:	660.00					

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40206		2948 GLACIER CLOTHIING CO.	50.00					
	8940	01/16/20 WTR-EMBROIDERY	30.00			5210 430500	226	101000
	8940	01/16/20 SWR-EMBROIDERY	10.00			5310 430600	226	101000
	8940	01/16/20 STRS-EMBROIDERY	10.00			2500 430200	226	101000
		Total for Vendor:	50.00					
40199		2806 HANSON'S HARDWARE	393.64					
	594150	02/03/20 SWR-SHOP PLUMBING SUPPLIES	131.00			5310 430600	240	101000
	594171	02/05/20 SWR-CAULK GUN	8.49			5310 430600	220	101000
	594175	02/06/20 SWR-DUCT TAPE, GORT TAPE	21.48			5310 430600	220	101000
	594196	02/09/20 SWR-SPREADER	62.99			5310 430600	220	101000
	593951	01/06/20 WTR-LED BULB	36.99			5210 430500	220	101000
	593954	01/07/20 WTR-LED BULB	36.99			5210 430500	220	101000
	594110	01/28/20 SWR-TRAP, BUSH, TEST PLUG	10.27			5310 430600	240	101000
	594117	01/29/20 STRS-HD BATTERY, ENER BATT, LANT	85.43			2500 430200	243	101000
		Total for Vendor:	393.64					
40160		1659 HIGH COUNTRY LINEN SUPPLY	455.71					
	0396094	02/03/20 FAC-MATS (CTY HL)	186.43			1000 411200	224	101000
	0396095	02/03/20 FAC-MATS (FD)	29.23			1000 411200	224	101000
	0392482	01/06/20 FAC-MATS (CTY HL)	210.82			1000 411200	224	101000
	0392483	01/06/20 FAC-MATS (FD)	29.23			1000 411200	224	101000
		Total for Vendor:	455.71					
40156		2849 J2 BUSINESS PRODUCTS	89.95					
	813146	01/10/20 FAC-DISPENSER	23.83			1000 411200	224	101000
	815219	01/30/20 FIN-STAPLER	32.85			1000 410500	210	101000
	815219-1	01/31/20 WTR-PADFOLIO	27.27			5210 430500	210	101000
	815857	02/05/20 SWR-PEN REFILLS	6.00			5310 430600	210	101000
		Total for Vendor:	89.95					
40168		2590 L.N. CURTIS & SONS	897.93					
	356026	01/24/20 FD-PARTICULATE HOOD	440.05*			1000 420400	226	101000
	358372	01/31/20 FD-OPTIFILTERS	457.88			1000 420400	220	101000
		Total for Vendor:	897.93					

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40186		1493 MAHUGH FIRE & SAFETY	950.00					
	89765	01/25/20 FD-SCBA FIT TESTS	950.00			1000 420400	390	101000
		Total for Vendor:	950.00					
40210		2537 MICROCOMM	380.00					
	13554	01/29/20 SWR-PERSONALITY MODULES	380.00			5310 430600	240	101000
		Total for Vendor:	380.00					
40198		146 MIKE'S CONOCO CORPORATE OFFICE	28.88					
	39703	02/06/20 SWR-PROPANE	8.71			5310 430600	231	101000
	39511	01/14/20 WTR-PROPANE	11.21			5210 430500	232	101000
	39491	01/12/20 SWR-PROPANE	8.96			5310 430600	231	101000
		Total for Vendor:	28.88					
40182		43 MONTANA ENVIRONMENTAL LABORATORY	400.00					
	1913375	01/07/20 SWR-NITRATE+NITRITE,TKN	60.00			5310 430600	394	101000
	2000181	01/14/20 SWR-AMMON, NITRATE+NITRITE,TKN	85.00			5310 430600	394	101000
	2000182	01/16/20 SWR-ALUMINUM	15.00			5310 430600	394	101000
	2000450	01/21/20 SWR-NITRATE+NITRITE,TKN	60.00			5310 430600	394	101000
	2000665	01/28/20 SWR-NITRATE+NITRITE,TKN	60.00			5310 430600	394	101000
	2000092	01/07/20 WTR-COLIFORM	120.00			5210 430500	394	101000
		Total for Vendor:	400.00					
40188		722 MORRISON-MAIERLE, INC.	42,713.27					
		SERVICES THROUGH 1/31/20						
	200151	01/31/20 WTR-WELL NO. 3	42,713.27*			5210 430500	931	101000
		Total for Vendor:	42,713.27					
40164		2036 MSCPA	285.00					
		SANDY CARLSON						
	020620	02/04/20 MEMBERSHIP DUES 2/1/20-1/31/21	285.00			1000 410500	335	101000
		Total for Vendor:	285.00					

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40169		1987 MUNICIPAL EMERGENCY SERVICES, 1419964 01/24/20 FD--GAUNTLET GLOVES	281.13 281.13*			1000 420400	226	101000
40195		1987 MUNICIPAL EMERGENCY SERVICES, 1423817 02/04/20 FD-FIRE HELMET	365.00 365.00*			1000 420400	226	101000
		Total for Vendor:	646.13					
40190		1247 MURDOCH'S RANCH & HOME KALISPELL 4604/34 02/07/20 WTR-BIT SPADE	36.97 8.99			5210 430500	220	101000
		4585/34 01/31/20 STRS-MIX SML ENG,CHAIN OIL	27.98			2500 430200	240	101000
		Total for Vendor:	36.97					
40187		52 NAPA AUTO PARTS	69.27					
		915694 02/07/20 FD-4 CYCLE	65.28			1000 420400	231	101000
		915694 02/07/20 FD-LAMP	3.99			1000 420400	232	101000
		Total for Vendor:	69.27					
40211		908 NEWMAN SIGNS, INC.	752.20					
		018618 01/30/20 STRS-POSTS	752.20			2500 430200	243	101000
		Total for Vendor:	752.20					
40159		520 NORCO, INC.	10.54					
		28463128 01/31/20 STRS-CYLINDER RENTAL	10.54			2500 430200	220	101000
		Total for Vendor:	10.54					
40183		162 NORTH VALLEY HOSPITAL	33.28					
		021020 12/11/19 PD-#2328866,BLD CLCTN	16.64			1000 420100	390	101000
		021020 01/30/20 PD-#2336778,BLD CLCTN	16.64			1000 420100	390	101000
		Total for Vendor:	33.28					
40204		2002 NORTHWEST PARTS & EQUIPMENT & C715656-01 01/08/20 STRS-EDGES	1,725.78 735.00*			2500 430200	232	101000
		C715672-01 01/15/20 STRS-TWIN WELD	81.11			2500 430200	240	101000
		C275362 01/21/20 STRS-HYD HOSE,NPTF STR	36.96*			2500 430200	232	101000
		C275407 01/22/20 STRS-HYD HOSE,NPTF STR,HOSE W	38.66*			2500 430200	232	101000
		C275456 01/23/20 STRS-PLUMBING LOADER BLADE	405.79*			2500 430200	232	101000

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		C275732 01/31/20 STRS-BOLT,NUT	12.10*			2500		430200	232		101000
		C275740 01/31/20 STRS-HALF EDGES	416.16*			2500		430200	232		101000
		Total for Vendor:	1,725.78								
40158		1437 NORTHWESTERN ENERGY	2,465.01								
	020520 01/28/20	FACILITIES-NATURAL GAS	663.35			1000		411200	344		101000
	020520 01/28/20	POLICE	124.56			1000		420100	344		101000
	020520 01/28/20	FIRE	393.72			1000		420400	344		101000
	020520 01/28/20	STREET	390.44			2500		430200	344		101000
	020520 01/28/20	WATER	110.56			5210		430500	344		101000
	020520 01/28/20	SEWER	782.38			5310		430600	344		101000
		Total for Vendor:	2,465.01								
40166		2816 O'REILLY AUTO PARTS	411.21								
	4774303499 02/03/20	PD-PROTECT	14.98			1000		420100	232		101000
	4774303906 02/08/20	PD-WIPER BLADES	16.08			1000		420100	232		101000
	4774302982 01/28/20	WTR-GSK MAKR	27.99			5210		430500	232		101000
	4774302985 01/28/20	WTR-PULLER ATTCH,HAMMER	65.98			5210		430500	240		101000
	4774302999 01/28/20	WTR-RTN,HAMMER	-49.99			5210		430500	240		101000
	4774303130 01/30/20	STRS-BRACKTED,CORE CHRG,BR	310.27*			2500		430200	232		101000
	4774303212 01/31/20	STRS-CORE RETURN	-55.00*			2500		430200	232		101000
	4774303142 01/30/20	STRS-BRACKTED,CORE CHRG,CO	80.90*			2500		430200	232		101000
		Total for Vendor:	411.21								
40178		3069 PHIL SINGLETON	800.00								
6 DAY	AR10,AR15,M4 & H&K	INSTRUCTOR - APRIL 13-18, 2020 - BOZEMAN									
	020720 02/07/20	PD-TRAINING,J.HADDENHAM	800.00			1000		420100	380		101000
		Total for Vendor:	800.00								
40205		1495 PLATT ELECTRIC SUPPLY	148.80								
	0B83337 01/30/20	FAC-FLOURESCENT BULBS (CTY HL	148.80			1000		411200	220		101000
		Total for Vendor:	148.80								
40181	E	3008 REPUBLIC SERVICES	252.25								
	000173940 01/31/20	WTR-HORINE PARK (WTR SHOP)	72.25			5210		430500	399		101000
	000173941 01/31/20	PRKS-RIVERS EDGE PARK	90.00			1000		460400	399		101000
	000143942 01/31/20	PRKS-TALBOT BIKE PATH	90.00			1000		460400	399		101000
		Total for Vendor:	252.25								

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CITY OF COLUMBIA FALLS
Claim Approval List
For the Accounting Period: 2/20

Item No. 1.

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
40201		2778 RIVERSIDE GARAGE DOORS INC	165.00					
	23760	01/30/20 STRS-VERTICAL TRACK (SAND SHED	165.00			2500 430200	360	101000
		Total for Vendor:	165.00					
40161		2811 SALTUS TECHNOLOGIES, LLC	2,700.00					
		COVERAGE MARCH 1, 2020 THROUGH FEBRUARY 28, 2021						
	2002-02	02/01/20 PD-digiTCKT SUPPORT/MNTHLY HO	2,700.00			1000 420100	355	101000
		Total for Vendor:	2,700.00					
40207		2890 SPOKANE HOUSE OF HOSE, INC	102.70					
	792331	01/28/20 SWR-MILL HOSES,BAND-ITS	102.70			5310 430600	212	101000
		Total for Vendor:	102.70					
40157		862 SUCCESSFUL SIGNS AND AWARDS	80.00					
	71508	01/24/20 FD-NAME TAGS	80.00*			1000 420400	226	101000
		Total for Vendor:	80.00					
40192		1653 SUPER 1 FOODS	35.63					
	07-1856588	01/06/20 SWR-WATER,DSTLD WTR,SPARKL	27.79			5310 430600	222	101000
	02-953067	01/28/20 SWR-DSTLD WTR	7.84			5310 430600	222	101000
		Total for Vendor:	35.63					
40176		3068 SUPERIOR LAND & LAWN CARE LLC	700.00					
	020620	02/03/20 FD-RURAL SNOW PLOWING-JAN	700.00			1000 420400	399	101000
		Total for Vendor:	700.00					
40179		1644 THE CHEMNET CONSORTIUM	55.00					
	102865	02/04/20 STRS-RANDOM TESTING	55.00			2500 430200	399	101000
		Total for Vendor:	55.00					
40196		2699 THE MAIL ROOM, INC	219.19					
	D99358	02/10/20 CRT-POSTAGE 1/28-2/7/20	59.51			1000 410360	310	101000
	D99359	02/10/20 WTR-POSTAGE 1/27-2/7/20	59.64			5210 430500	310	101000
	D99359	02/10/20 SWR-POSTAGE 1/27-2/7/20	59.63			5310 430600	310	101000
	D99359	02/10/20 FIN-POSTAGE 1/27-2/7/20	40.41			1000 410500	310	101000
		Total for Vendor:	219.19					

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CITY OF COLUMBIA FALLS
Claim Approval List
For the Accounting Period: 2/20

Item No. 1.

Report ID: AP100V

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/	Document \$/	Disc \$							Cash
		Invoice #/Inv Date/Description	Line \$		PO #	Fund	Org	Acct	Object	Proj	Account
40185		1623 THE UPS STORE #4515	41.28								
	888331	01/02/20 PD-EVIDENCE	10.32			1000		420100	310		101000
	888338	01/08/20 PD-EVIDENCE	10.32			1000		420100	310		101000
	888332	01/25/20 PD-EVIDENCE	10.32			1000		420100	310		101000
	888331	01/30/20 PD-EVIDENCE	10.32			1000		420100	310		101000
		Total for Vendor:	41.28								
40170		3016 TRANSUNION RISK AND ALTERNATIVE	75.00								
	020620	02/01/20 PD-SVCS FOR JAN	75.00*			1000		420100	335		101000
		Total for Vendor:	75.00								
40208		246 URECO INC.	5,747.79								
	17825	01/28/20 STRS-DEICER	5,747.79			2820		430200	221		101000
		Total for Vendor:	5,747.79								
40212		3063 UTILITIES UNDERGROUND LOCATION	36.11								
	0015064	01/31/20 WTR-U-DIG LOCATES FOR JAN	12.04			5210		430500	318		101000
	0015064	01/31/20 SWR-U-DIG LOCATES FOR JAN	12.04			5310		430600	318		101000
	0015064	01/31/20 STRS-U-DIG LOCATES FOR JAN	12.03			2500		430200	318		101000
		Total for Vendor:	36.11								
40172		1134 VICTIM-WITNESS ADVOCATE PROGRAM	480.00								
	020620	02/04/20 VICTIM-WITNESS FEE FOR JAN	480.00			2917		410360	356		101000
		Total for Vendor:	480.00								
40189		2245 VIRTUAL CIRCUIT IT	1,796.99								
	20619	01/10/20 PD-EMAIL SETUP,LAPTOP,digiTKT,	532.00			1000		420100	355		101000
	20610	01/10/20 COMP SVC-RPLCMNT SRVR DRIVE	359.99			1000		410580	212		101000
	20662	01/31/20 PD-UPDATES,SETTINGS CORRECTED	140.00			1000		420100	355		101000
	20668	02/06/20 RMM LVL3&1,AVG,BACKUPS	765.00			1000		410580	355		101000
		Total for Vendor:	1,796.99								
40153		3066 WATER & ENVIRONMENTAL	2,362.70								
SVCS		11/1/19-12/31/19									
	1312	01/22/20 WELL WATER QUALITY	2,362.70			1000		410100	399		101000
		Total for Vendor:	2,362.70								

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CITY OF COLUMBIA FALLS
Claim Approval List
For the Accounting Period: 2/20

Item No. 1.

Report ID: AP100V

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/	Document \$/	Disc \$					Cash
		Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object Proj	Account	
40175		84 WESTERN BUILDING CENTER	314.22						
	4598754	02/05/20 FD-PICTURE HANGER	1.29			1000 420400	220	101000	
	1461189	01/30/20 STRS-DOOR OPENING PARTS (SAND	127.44			2500 430200	360	101000	
	4597779	01/27/20 SWR-PIPE CLNRS,ADAPTER	15.08			5310 430600	240	101000	
	4597925	01/28/20 SWR-BUSHING,COUPLING	3.38			5310 430600	240	101000	
	4597939	01/28/20 SWR-CLR POLY FILM	61.36			5310 430600	220	101000	
	4598004	01/29/20 SWR-BUSHING	1.69			5310 430600	240	101000	
	4598070	01/29/20 STRS-BATTERIES	12.98			2500 430200	240	101000	
	4598204	01/30/20 FAC-TOILET TANK LEVER (FD)	5.29			1000 411200	360	101000	
	4598421	02/02/20 SWR-EPOXY PUTTY,VAC FILTER	27.47			5310 430600	240	101000	
	4598480	02/03/20 SWR-CULLIGAN FLTR,TOILET SEAT	32.48			5310 430600	240	101000	
	4698636	02/04/20 SWR-COUPLING,ELBOW	9.78			5310 430600	240	101000	
	4598648	02/04/20 SWR-PEX TEE	3.49			5310 430600	240	101000	
	4595856	01/06/20 WTR-GAS TEST GAUGE ASSMBLY	12.49			5210 430500	220	101000	
		Total for Vendor:	314.22						
40162	E	2733 WEX Fleet Universal	4,203.73						
	63593105	01/31/20 POLICE-FUEL	1,683.87			1000 420100	231	101000	
	63593105	01/31/20 FIRE	287.80			1000 420400	231	101000	
	63593105	01/31/20 PARKS	9.91			1000 460400	231	101000	
	63593105	01/31/20 WATER	533.72			5210 430500	231	101000	
	63593105	01/31/20 SEWER	34.88			5310 430600	231	101000	
	63593105	01/31/20 STREETS	1,597.81			2500 430200	231	101000	
	63593105	01/31/20 FACILITY	9.92			1000 411200	231	101000	
	63593105	01/31/20 TRAILBLAZER-ADMN,S.NICOSIA	45.82			1000 410400	380	101000	
		Total for Vendor:	4,203.73						
		# of Claims	62	Total:	111,980.68				
		Total Electronic Claims			5,008.76				
		Total Non-Electronic Claims			106971.92				

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CITY OF COLUMBIA FALLS
Fund Summary for Claims
For the Accounting Period: 2/20

Item No. 1.

Report ID: AP110

Fund/Account	Amount
1000 GENERAL FUND	
101000 CASH/CASH EQUIVALENTS	\$32,771.12
2394 BUILDING CODE ENFORCEMENT FUND	
101000 CASH/CASH EQUIVALENTS	\$2,000.00
2400 SPECIAL LIGHTING DISTRICT FUND	
101000 CASH/CASH EQUIVALENTS	\$2,784.99
2500 SPECIAL STREET MAINTENANCE DISTRICT FUND	
101000 CASH/CASH EQUIVALENTS	\$5,973.71
2820 GAS TAX FUND	
101000 CASH/CASH EQUIVALENTS	\$5,747.79
2917 CRIME VICTIMS ASSISTANCE FUND	
101000 CASH/CASH EQUIVALENTS	\$480.00
5210 WATER ENTERPRISE FUND	
101000 CASH/CASH EQUIVALENTS	\$48,209.93
5310 SEWER ENTERPRISE FUND	
101000 CASH/CASH EQUIVALENTS	\$14,013.14
Total:	\$111,980.68

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CITY OF COLUMBIA FALLS
Claim Approval Signature Page
For the Accounting Period: 2/20

Item No. 1.

Report ID: AP100A

Council Meeting Date: 02/18/2020

Claims Submitted to Council: \$ 111,980.68

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 \$2,000.00 (minimum) (Fund 2394)
- Flathead County Sheriff's Office \$4,250.00 Annual animal control fee (Fund 1000)
- Morrison-Maierle, Inc. \$42,713.27 Engineering on Well #3 (Fund 5210)

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

Sandy

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CITY OF COLUMBIA FALLS
Payroll Summary For Payrolls from 02/07/20 to 02/07/20

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Total for Payroll Checks

	Employee	Employer	Amount
COMA HOURS (Comp Time Accumulated)	52.51		
COMP HOURS (Comp Time Used)	30.00		657.30
HOL HOURS (Holiday Pay)	246.93		6,090.19
HOLW HOURS (Holiday Worked @ 2.5x)	8.00		573.20
J003 HOURS (PD HOL WK)	28.75		915.05
OVER HOURS (Overtime)	26.00		974.98
OVRTD HOURS (STEP overtime)	16.00		632.85
PERS HOURS (Personal Time Used)	24.00		571.92
REG HOURS (Regular Time)	2,005.50		52,008.13
SHFJ HOURS (Step C)	6.00		7.20
SHFM HOURS (Shift C)	85.25		68.20
SHFO HOURS (Shift D)	142.25		128.04
SHFP HOURS (Shift E)	56.25		47.81
SHFR HOURS (OVT C)	9.00		10.80
SHFS HOURS (OVT D)	14.00		18.90
SHFW HOURS (Hol wk D)	8.50		19.13
SHFX HOURS (Hol wk E)	14.50		30.81
SICK HOURS (Sick Time)	73.50		1,848.22
VACA HOURS (Vacation Time Used)	90.50		2,490.14

GROSS PAY	67,092.87	0.00
NET PAY	45,144.25	0.00
AFLAC-POSTTAX	83.78	0.00
AFLAC-PRETAX	128.76	0.00
CHILD SUPPORT	88.61	0.00
CHILD SUPPORT P	413.07	0.00
CITY OF COLUMBI	25.00	0.00
FIT	4,930.61	0.00
FLEX ALLEGIANCE	967.00	35.00
FOP	360.00	0.00
HEALTHINS/PRE	2,431.84	16,722.87
MEDICARE	936.84	936.84
MT ST FIRE ASSO	54.74	0.00
NATIONWIDE/CITY	0.00	1,044.43
NATIONWIDE/EMP	380.79	0.00
P.E.R.S.	3,035.73	3,331.64
PERS/FURS	585.62	785.94
PERS/POLICE	1,830.49	2,930.81
SIT	2,856.00	0.00
SOCIAL SECURITY	2,272.94	2,272.94
TEAMSTERS DUES	259.00	0.00
UNEMPL. INSUR.	0.00	301.94
UNUM LIFE INS.	169.34	0.00
WA CHILD SUPPOR	138.46	0.00
WORKERS' COMP	0.00	2,991.43
WELLS FARGO	1,363.44	0.00
CHARLES SCHWAB	1,349.36	0.00
FIRST INTERSTAT	3,548.25	0.00
FREEDOM BANK	1,018.87	0.00

Feb. 7, 2020
Payroll \$112,437.²⁸
Baus Staaland

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CITY OF COLUMBIA FALLS
Payroll Summary For Payrolls from 02/07/20 to 02/07/20

Item No. 2.
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GLACIER BANK KA	5,036.29	0.00
GLACIER BANK/CF	11,752.05	0.00
GLACIER BANK/WF	1,750.12	0.00
PARKSIDE CR U	9,790.48	0.00
THREE RIVERS	1,011.35	0.00
USAA FEDERAL	997.14	0.00
USBANK.	1,507.52	0.00
VALLEY BANK KAL	250.00	0.00
VERIDIAN CREDIT	175.00	0.00
WELLS FARGO	2,891.52	0.00
WELLS FARGO GA	1,164.88	0.00
WFISH CR UNION	1,537.98	0.00
FIT/SIT BASE	57,732.64	0.00
MEDICARE BASE	64,609.70	0.00
PERS BASE	64,239.10	0.00
SOC SEC BASE	36,660.53	0.00
UN BASE	67,092.87	0.00
WC BASE	66,213.80	0.00

Total	31,353.84
Total Payroll Expense (Gross Pay + Employer Contributions):	98,446.71

Check Summary

Payroll Checks Prev. Out.	\$28.22
Payroll Checks Issued	\$39,224.63
Payroll Checks Redeemed	\$0.00
Payroll Checks Outstanding	\$39,252.85
Electronic Checks	\$73,212.65

Deductions Accrued	Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
Social Security	4545.88	4545.88		212260
Medicare	1873.68	1873.68		212260
P.B.R.S.	6367.37	6367.37		212270
Unempl. Insur.	301.94	876.75	1178.69	212210
Workers' Comp	2991.43	8707.11	11698.54	212220
FIT	4930.61	4930.61		212260
SIT	2856.00	2856.00		212260
AFLAC-PRETAX	128.76	128.76	257.52	212230
NATIONWIDE/EMP	380.79	380.79		212280
Teamsters dues	259.00	259.00	518.00	212310
PERS/Police	4761.30	4761.30		212240
NATIONWIDE/CITY	1044.43	1044.43		212280
AFLAC-POSTTAX	83.78	83.78	167.56	212230
PERS/FURS	1371.56	1371.56		212275
MT ST FIRE ASSO	54.74	54.74		212315
HEALTHINS/PRE	19154.71	18154.36	568.22	212400
CITY OF COLUMBI	25.00	25.00		212450
UNUM LIFE INS.	169.34	169.34		212400
FLEX ALLEGIANCE	1002.00	1002.00		212285
CHILD SUPPORT	88.61	88.61		212330
CHILD SUPPORT P	413.07	413.07		212330

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CITY OF COLUMBIA FALLS
Payroll Summary For Payrolls from 02/07/20 to 02/07/20

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WA CHILD SUPPOR	138.46		138.46	212330
FOP	360.00		360.00	212335
Total Ded.	53302.46	28379.10	67293.03	14388.53

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

**CITY OF COLUMBIA FALLS
MINUTES OF THE REGULAR MEETING
HELD FEBRUARY 3, 2020**

Item No. 3.

Regular Meeting - Transact Routine Business

Mayor Barnhart called the meeting to order at 7:00 p.m. with roll call as follows:

PRESENT: Mayor Barnhart
COUNCIL: Karper, Shepard, Fisher, Lovering, Piper and Robinson
ABSENT: None

ROLL CALL

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

Pledge of Allegiance

PLEDGE

APPROVAL OF AGENDA:

Mayor Barnhart requested a motion to approve the agenda. Councilor Lovering moved to approve the agenda, second by Councilor Robinson, and the motion carried unanimously.

**AGENDA
APPROVAL**

CONSENT AGENDA:

Councilor Robinson moved to approve the consent agenda noting that all claims appeared to be in order, second by Councilor Piper. Motion carried with Council voting as follows: YES: Karper, Shepard, Fisher, Lovering, Piper, Robinson and Barnhart NOES: None. ABSENT: None.

**CONSENT
AGENDA
APPROVAL**

- A. Approval of Claims -\$ 104,650.85 - February 3, 2020
- B. Approval of Payroll Claims - \$ 72,488.71 - January 24, 2020
- C. Approval of Regular Meeting Minutes - January 21, 2020

APPOINTMENTS:

A. Tree Board - Paula Robinson
Councilman Karper motioned to appoint Councilor Robinson to the Tree Board, completing Darin Fisher's term through December 31, 2021, second by Councilman Fisher and the motion carried.

**APPOINTMENTS-
Tree Board**

**CITY OF COLUMBIA FALLS
MINUTES OF THE REGULAR MEETING
HELD FEBRUARY 3, 2020**

Item No. 3.

ORDINANCES/RESOLUTIONS:

A. RESOLUTION # 1813 - A Resolution of the City Council of the City of Columbia Falls, Montana, Amending the 2019 - 2020 Fiscal Year Budget for the Tax Increment District and Targeted Economic District Funds.

RESOLUTION #1813

City Manager Nicosia said after the public hearing on January 6th and considering public comments along with council discussion and review of the statements of need and Urban Renewal District plan, at this time Council is ready to appropriate funds as received with Resolution #1813. Resolution #1813 includes reserving the Fund 2311 TEDD funds, \$5,569, until such time as there are adequate funds for a project. Nicosia reviewed the Fund #2310 recommended budget including appropriating funds for new construction: 12th Ave West \$350,000, South Nucleus beautification/irrigation \$15,000, alley/sidewalk improvements \$75,000 and the balance of available funds, \$226,638 reserved for future projects, including CF Foundation request to assist with pedestrian lighting on Nucleus Ave.

Councilor Lovering motioned to approve Resolution # 1813, second by Councilor Shepard with council voting as follows. AYES: Robinson, Shepard, Fisher, Karper, Lovering, Piper and Barnhart. NOES: None. ABSENT: None.

**RESOLUTION
#1814-Annexation**

B. RESOLUTION # 1814 - A Resolution of the City Council of the City of Columbia Falls, Montana, Approving the Petition of Glacier Medical Associates, P.C. for Annexation of Property Described as Assessor's Tracts 8, 8B, 8F, 8G, 8HA, 8H and 8E, In Section 7, Township 30 North, Range 20 West, P.M.M., Flathead County, Montana.

City Manager Nicosia said Glacier Medical will be moving forward with their building permit and the city will continue with planning the extension of water and sewer services. Their goal is to open the facility on September 01, 2020. Staff has reviewed the request for annexation and recommends approval, noting that annexation would be required with the water and sewer connection and completing it now will permit the City to apply for a Federal Economic Development Assistance Grant for the public infrastructure and to have the building permit go through the City building inspection program.

Councilor Shepard motioned to approve Resolution # 1814, second by Councilor Piper with council voting as follows. AYES: Shepard, Fisher, Karper, Lovering, Piper, Robinson and Barnhart. NOES: None. ABSENT: None.

C. SECOND AND FINAL READING - Ordinance # 796 - An Ordinance of the City Council of the City of Columbia Falls, Montana, Amending Title 17 of the Columbia Falls Municipal Code.

**ORDINANCE #796-
Title 17**

**CITY OF COLUMBIA FALLS
MINUTES OF THE REGULAR MEETING
HELD FEBRUARY 3, 2020**

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City Manager Nicosia said Title 17 subdivision regulations have been updated three times since the last codification and we have made the necessary changes for compliance with state law and removed any penalty reference.

Councilor Shepard made motion to approve Ordinance # 796, second by Councilor Robinson with council voting as follows. AYES: Fisher, Karper, Lovering, Piper, Robinson, Shepard and Barnhart. NOES: None. ABSENT: None.

D. SECOND AND FINAL READING - Ordinance # 797 - An Ordinance of the City Council of the City of Columbia Falls, Montana, Amending Title 18 of the Columbia Falls Municipal Code.

**ORDINANCE #797-
Title 18**

City Manager Nicosia said Title 18 has been revised 20 times since the last codification. Ordinance 797 has removed any penalty reference and corrected any typos. Staff recommends approval.

Councilor Shepard motioned to approve Ordinance # 796, second by Councilor Robinson with council voting as follows. AYES: Fisher, Karper, Lovering, Piper, Robinson, Shepard and Barnhart. NOES: None. ABSENT: None.

E. SECOND AND FINAL READING - Ordinance # 798 - An Ordinance of the City Council of the City of Columbia Falls, Montana, Amending Title 9 of the Columbia Falls Municipal Code.

**ORDINANCE #798-
Title 9**

City Manager Nicosia said the updated Title 9 removes any state law provisions that we do not define or amend through city code as it is already required. Staff recommends approval with the revised noise disturbance language adding the reference to time and place. Nicosia noted that this applies particularly to business use adjacent to residential use.

Councilor Fisher motioned to approve Ordinance # 798, second by Councilor Lovering with council voting as follows. AYES: Karper, Lovering, Piper, Robinson, Shepard, Fisher and Barnhart. NOES: None. ABSENT: None.

F. SECOND AND FINAL READING - Ordinance # 799 - An Ordinance of the City Council of the City of Columbia Falls, Montana, Amending Title 10 of the Columbia Falls Municipal Code.

**ORDINANCE #799-
Title 10**

City Manager Nicosia said we have made changes by Ordinance by adding cell phone/hand held devices 10.80, updated one way streets and 10.57

**CITY OF COLUMBIA FALLS
MINUTES OF THE REGULAR MEETING
HELD FEBRUARY 3, 2020**

Item No. 3.

stopping/standing and parking. As with the other titles, this title update includes removing the penalty references. The recommendation is to approve the updated title.

Councilor Shepard motioned to approve Ordinance # 799, second by Councilor Karper with council voting as follows. AYES: Piper, Robinson, Shepard, Fisher, Karper, Lovering and Barnhart. NOES: None. ABSENT: None.

G. SECOND AND FINAL READING - Ordinance # 800 - An Ordinance of the City Council of the City of Columbia Falls, Montana, Amending Title 12 of the Columbia Falls Municipal Code.

**ORDINANCE #800-
Title 12**

City Manager Nicosia said this title has also been updated by statutory references. The council has also adopted ordinances such as sidewalk and street width in 12.12 and park use in 12.40. Staff is recommending council approval.

Councilor Lovering made motion to approve Ordinance # 800, second by Councilor Piper with council voting as follows. AYES: Robinson, Shepard, Fisher, Karper, Lovering, Piper and Barnhart. NOES: None. ABSENT: None.

NEW BUSINESS:

A. Formal consideration of Resort Tax Proposal

NEW BUSINESS

City Manager Nicosia said she confirmed with the election department that an election for the resort tax proposal would need to be held with the June 2nd primary election. No later than March 9th council must adopt a resolution calling for the election date. Nicosia said she made clarification changes on the proposal in regards to the mail order/catalog sales, adding of retail goods originating in Columbia Falls.

Mayor Barnhart said he has received comments on how we tax the VRBO's, and asked how we get them on board to comply with city code. Nicosia said we put into place a VRBO Conditional Use Permit, requiring the owner to provide all required documented inspections, City business license, and Department of Revenue Bed Tax registration. Nicosia also noted the Airbnb is registered with MT DOR to collect tax on their registered properties.

Mayor Barnhart said most of the folks on a fixed income are home owners and should benefit from the resort tax. It is important we get that information out to them. Shepard said he picked up copies of the resort tax information sheet from the front desk and handed them out to citizens to help them better understand what will be taxed. Nicosia suggested having a couple informal gatherings to answer questions and concerns from citizens. Councilor Robinson suggested doing an informational mailing to city residents.

**CITY OF COLUMBIA FALLS
MINUTES OF THE REGULAR MEETING
HELD FEBRUARY 3, 2020**

Item No. 3.

B. Park Use Request – Wildcat Athletic Endowment – Hours Extension

**PARK USE
REQUEST**

City Manager Nicosia said the Wildcat Athletic Endowment Association has submitted a special use permit for their annual Auction and BBQ event at Marantette Park on Friday, July 24, 2020. The event will be held from 5 pm – 11 pm, plus set up and cleanup. Nicosia noted that pursuant to City code, Council approval is required to have an event outside of regular park hours, 6 am – 10 pm.

Councilor Fisher motioned to approve the extended hours for the Wildcat Athletic Endowment event, second by Councilor Piper and the motion passed.

MAYOR AND COUNCIL COMMENTS:

Councilor Piper said that someone is donating a 6 person golf cart for the Veterans Home for taking the veteran's around the property as well as to the baseball field and junior high and high school sporting events. He noted that he is working with Nicosia on the legalities of the use.

Councilman Shepard said he represented the city at the 911 CIP funding meeting. He noted that the 911 Foundation will be involved in public education.

Councilman Fisher said he talked to a citizen who expressed concern about a traffic light at the intersection of 5th Street and Nucleus Avenue.

CITY MANAGER:

**CITY MANAGER
REPORT**

Nicosia reported that the City will be working with the state on our first complete Transportation Plan. The estimated cost is \$125,000; grant funding will pay \$75,000. We are currently asking for qualified consultant proposals. The City was awarded an \$85,000 Tourism grant for the bathroom/parking lot project at River's Edge Park. The contract will be on a future consent agenda.

Nicosia reported that the Well #3 project design is about 90% complete and we will be calling for bids in the spring.

Planning and Zoning has been busy with the new Medical facility and PUD application for the bank block, as well as the beginning of a subdivision plat and PUD off Talbot Rd.

ADJOURN: Upon motion duly made by Councilor Lovering and seconded by Councilor Robinson and the meeting adjourned at 8:19 p.m.

ADJOURN

**CITY OF COLUMBIA FALLS
MINUTES OF THE REGULAR MEETING
HELD FEBRUARY 3, 2020**

Item No. 3.

Mayor

ATTEST:

City Clerk

APPROVED BY COUNCIL ACTION: February 18, 2020

When Recorded, Return To:

Charles M. Williams and Brittany Williams
1035 8th Street West
Columbia Falls, MT 59912

EASEMENT AGREEMENT

THIS "**EASEMENT**" is made effective and is entered into by and between **CITY OF COLUMBIA FALLS**, whose address is 130 6th Street West, Room A, Columbia Falls, MT 59912, hereinafter referred to as "**Grantor**", and Charles M. Williams and Brittany Williams, joint tenants, residing at 1035 8th Street West, Columbia Falls, MT 59912, hereinafter referred to as "**Grantee**".

RECITALS:

The parties recite and declare:

Grantor is the owner of real property located in Flathead County, Montana, depicted as Parcel A in the attached Exhibit A, more particularly described as follows:

That part of the SW¼SW¼ Section 8, Township 30 North, Range 20 West, M.P.M., Flathead County, Montana, described as follows: Commencing at a point where the North boundary line of said SW¼SW¼ intersects the Easterly boundary line of the Burlington Northern Railway right of way; thence South 48°10' West along the Easterly right of way line of said Burlington Northern Railway a distance of 39.6 feet to a point where the West boundary of Block 2 of Robindale intersects said Easterly right of way line, the place of beginning of the tract to be herein described; thence South 0°08' West along the West boundary line of said Block 2 of Robindale a distance of 416 feet; thence South 41°50' East a distance of 106.4 feet; thence South 6°40' West to a point on a line running South 89°33' West and 50 feet North of the North boundary line of Lots 11 and 12 of Block 6 of Robindale; thence South 89°33' West along said line to its intersection with the Northeasterly boundary line of Lot 9 of said Block 6 of Robindale; thence North 41°50' West along the Northeasterly boundary line of Block 6 of Robindale to an intersection with the Easterly boundary line of the Burlington Northern Railway right of way; thence North 48°10' East along said right of way to the place of beginning.

(Hereinafter the "Servient Tenement")

Grantee is the owner of real property located in Flathead County, Montana, depicted as Parcel B in the attached Exhibit A, more particularly described as follows:

Lot Eight and the East half of Lot Seven of Block Six of Robindale, except the South 120 feet of said Lot Eight and the East half of Lot Seven of Block Six of Robindale, according to the plat thereof on file and of record at the office of the Clerk and Recorder, Flathead County, Montana, along with the South 120 feet of said Lot 8 and the East half Lot Seven.

(Hereinafter the, "Dominant Tenement")

Grantor, for and in consideration of the faithful observance and strict performance of the terms and conditions hereof, hereby grants to Grantee an exclusive easement and right of way, over and across an existing, unimproved dirt road, within a twenty-five (25) foot wide corridor extending in a southeasterly direction, the Southwesterly line of said strip beginning at a point on the Easterly right of way line of Burlington Northern Railway and the extension of the Northeasterly boundary of Block 6 of Robindale, lying and being in Section 8, Township 30 North, Range 20 West, Principal Meridian, City of Columbia Falls, Flathead County, MT, and terminating at the Northeasterly corner of Lot 8 of the dominant tenement, lying and being in the southwest quarter of the southwest quarter of Section 8, Township 30 North, Range 20 West, Principal Meridian, City of Columbia Falls, Flathead County, Montana (herein referred to as the "**Easement Area**"); said Easement Area being more particularly described in Exhibit A, attached hereto and by this reference being made a part hereof.

AGREEMENT:

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

1. **Grant.** Grantor hereby grants and conveys to Grantee an exclusive twenty-five foot (25') wide easement over and across an existing, unimproved dirt road, within a twenty-five (25) foot wide corridor extending in a southeasterly direction, the Southwesterly line of said strip beginning at a point on the Easterly right of way line of Burlington Northern Railway and the extension of the Northeasterly boundary of Block 6 of Robindale lying and being in Section 8, Township 30 North, Range 20 West, Principal Meridian, City of Columbia Falls, Flathead County, MT, and terminating at the Northeasterly corner of Lot 8 of the dominant tenement, lying and being in the Southwest portion of the Servient tenement (herein referred to as the "**Easement Area**"); said Easement Area being more particularly described on Exhibit A, attached hereto and by this reference being made a part hereof. The Easement Area shall extend across the Southwesterly boundary of the Servient Tenement for a distance, covering a twenty-five (25) foot wide corridor, the Southwesterly line of said corridor beginning at a point on the Easterly right of way line of Burlington Northern Railway and the extension of the Northeasterly boundary of Block 6 of Robindale, progressing in a Southeast direction, and

terminating at the Northeasterly corner of Lot 8 of the Dominant Tenement, all as shown on Exhibit A.

Grantor reserves the right to use the Easement Area for whatever purposes it deems appropriate, as long as such use does not impede the Grantee's use of it for the specified purpose.

2. **Purpose.** Grantee shall have the right, privilege, and authority to use the Easement Area for a private access road, following the route depicted on Exhibit A hereto, for ingress and egress over and across the Servient Tenement to and from Grantee's garage, which exists on the very north end of the Dominant Tenement, for the encroachment of the northeast corner of such garage and shed onto the Grantor's property, and for the maintenance, inspection, and repair of the garage and current appurtenances (herein collectively the "Garage"). Grantee shall not, without first obtaining the written consent of Grantor, in any way, enclose the Easement Area with fencing or other impediments or place gates or other obstructions at any point along the Twenty-five (25') wide corridor.

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

4. **Ingress and Egress.** Grantee shall, at all times, have ingress to and egress from the Garage over and across Grantor's adjacent land via the Easement Area for the purposes of exercising all of the rights herein granted.

5. **Maintenance / Repair / Termination for Abandonment.** Grantee shall, at all times, maintain and / or repair the Garage in accordance with State and local laws, rules and regulations. Should the Grantee, its successors, or assigns willfully abandon the use of the Garage for purposes that require ingress and egress across the Easement Area for a period exceeding five (5) years, or convert the Garage to another use that does not require ingress and egress across the Easement Area, this easement will terminate without any action by either the Grantor or the Grantee and the Servient Tenement will be forever released from the encumbrance created by this Easement.

6. **Assumption of Liability.** In the exercise of the rights granted hereunder to Grantee, Grantee shall make every effort to avoid damage to Grantor's real or personal property within and adjacent to said Easement Area. Grantee shall be liable and hereby covenants to pay for all

loss or damage to Grantor's real or personal property that is caused by or results from any act or omission to act, of Grantee, its employees and agents in the access to, use, maintenance, or repair of the Garage, whether negligent or otherwise.

7. **Release of Claims/Liability.** Grantee expressly releases Grantor from any and all claims for damage to the Garage pursuant to the rights granted herein arising from any action of Grantor on its said property; provided, that in conduct of any such action, Grantor shall use reasonable care to avoid causing such damage, it being expressly understood that this provision does not release Grantor from any claim for damages caused by its negligence. Any liability of Grantor for such damage shall be limited to the reasonable costs of repairing damage to the Garage directly caused by Grantor's activities, including temporary repairs and replacements, but not including any indirect or consequential damages to Grantee's facilities or for interruption of Grantee's services or for losses suffered by Grantee's invitees, tenants, or other third parties. Grantor does not assume any liability for damages or injuries caused by or resulting from acts or omissions by other than Grantor employees, agents and contractors.

8. **Grantee's Agents.** Subject to Section 2 hereof, any independent contractor or subcontractor engaged by Grantee to perform services relating to or dependent upon the rights held by Grantee herein shall, as between the parties hereto, be deemed to be the agent of Grantee.

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

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

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

[Signatures and acknowledgements appear on following pages]

IN WITNESS, WHEREOF, said Grantor has executed, and Grantee has accepted this Easement this ____ day of _____, 2020.

GRANTOR:
CITY OF COLUMBIA FALLS

By: _____
Name: Susan Nicosia
Title: City Manager

ACKNOWLEDGEMENT

STATE OF MONTANA)
) ss.
County of Flathead)

On this ____ day of _____, 2020, before me, the undersigned, a Notary Public for the State of Montana, personally appeared SUSAN NICOSIA known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

Notary Public in and for the State of Montana

This Easement is accepted and approved as of this ____ day of _____, 2019.

GRANTEE:

By: _____
Name: Charles M. Williams
Title: Trustee

ACKNOWLEDGEMENT

STATE OF MONTANA)
) ss.
COUNTY OF FLATHEAD)

On this _____ day of _____, 2020 before me, the undersigned, a Notary Public in and for the State of Montana, duly commissioned and sworn, personally appeared CHARLES M. WILLIAMS to me known to be the person who signed as TRUSTEE, and acknowledged said instrument to be the free and voluntary act and deed of such party for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of the Trust.

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

Notary Public in and for the State of Montana

JOB NO: 302002
 DATE: January 28, 2020

EXHIBIT A

25 FOOT EASEMENT AREA
 In SW1/4SW1/4 SEC. 8, T.30N., R.20W., P.M.M.,
 FLATHEAD COUNTY, MONTANA



Approximate centerline
 of existing unimproved
 dirt road

PARCEL A
 (City of Columbia Falls)

25' EASEMENT AREA

LEGEND:

POB Point of Beginning



25' Easement Area

PARCEL B
 (Williams)

Garage

NE'y Cor. Lot 8
 (Termination of
 Easement)

W1/2 7
 E1/2 7

BLOCK 6
 (Plat of Robindale)

1

2

3

4

5

6

8

9

10

8th Street W.

12th Avenue W.

**MONTANA DEPARTMENT OF COMMERCE
CONTRACT #20-51-088**

This Contract is entered into by the Montana Department of Commerce (the Department), and the City of Columbia Falls (the Grantee).

The Grantee and the Department hereby agree to the following terms:

Section 1. PURPOSE

The purpose of the Contract is to provide funds to projects that strengthen Montana's economy through the development and enhancement of the State's tourism and recreation industry.

Section 2. SCOPE AND DUTIES

- (a) The Grantee shall engage in activities set forth in the Grant Application for a Tourism Grant (the "Project"), attached hereto and specifically incorporated herein by this reference (Exhibit "A").
- (b) The Grantee must receive written approval from the Department before any material aspect of the Project is changed from the description contained in Exhibit A.
- (c) The Grantee, at the request of and in the manner prescribed by the Department, shall install and display temporary signage providing recognition of the support provided by the Department.

Section 3. EFFECTIVE DATE AND TIME OF PERFORMANCE

This Contract shall take effect upon execution by the parties. The Grantee shall complete the Project within 12 months of the effective date of this Contract.

Section 4. LIAISONS AND REFERENCE TO CONTRACT

The contact persons for this Contract are:

For the Department:

Michele Cushman, or Successor
Tourism Grant Program Director
Montana Department of Commerce
301 S Park Ave
P.O. Box 200533
Helena, MT 59620-0533
406-841-2796
TourismGrants@mt.gov

For the Grantee:

Susan Nicosia, or Successor
 City Manager
 City of Columbia Falls
 130 6th Street West
 Columbia Falls, MT 59912
 406892-4391
 nicosias@cityofcolumbiafalls.com

The contract number 20-51-088 must appear on all correspondence pertaining to this Contract.

Section 5. BUDGET

- (a) The total amount to be awarded to the Grantee under this Contract will not exceed \$85,000.00.
- (a) Funding is to be allocated to line items detailed in the Project Budget included in Exhibit A.
- (b) If the actual cost of completing the project is less than projected in Exhibit A, the Department may, at its discretion, reduce the amount to be provided under this Contract in proportion to the overall savings.
- (c) If the actual cost of completing the project is more than projected in Exhibit A or the project is not completed on time, the Grantee shall utilize the Matching Funds identified in Exhibit A to complete the project.
- (d) Any authorized funds not expended under this Grant or otherwise accounted for in accordance with the provisions of this Section will revert to the Department.
- (e) Budget adjustments must be approved in advance in writing by the Department.

Section 6. AMOUNT OF GRANT AND METHOD OF PAYMENT

For the satisfactory completion of activities to be completed under this Contract, the Department will reimburse the Grantee a sum not to exceed \$85,000.00.

- (a) The Department will reimburse the Grantee for activities and expenses outlined in the Project Budget included in Exhibit A for expenses that have been incurred by the Grantee between December 19, 2019 and to the effective end date of this Contract.
- (b) The Grantee shall submit a request for funds for eligible incurred expenses; request may be submitted once per month, quarterly, or at project completion depending on the financial needs of the project. Requests for Funds shall include:
 - 1. A summary overview of the total funding request for activities completed as outlined in Exhibit A;
 - 2. The summary overview shall contain this Contract number, title of the Project, Grantee's organization name, a list of attached invoices along with each invoice's total and a grand total for the monthly reimbursement request; and
 - 3. Copies of original invoices for work/activities that have been completed in accordance with activities outlined in the Project Budget outlined in Exhibit A.

- (c) The Grantee shall submit a Federal W9 Tax Form and an Electronic Funds Transfer Form [available in Tools & Resources at <https://marketmt.com/TourismGrants>] at the time of Contract execution in order to facilitate electronic funds transfer payments.
- (d) The Department is allowed 30 business days to process a request for funds.
- (e) Unless alternate arrangements are approved by the Department's liaison, the Grantee may submit no more than 12 Requests for Funds during the duration of the Project.
- (f) If the Department determines that the Grantee has failed to satisfactorily carry out its responsibilities under this Contract or has breached this Contract, the Department may withhold payments to the Grantee.
- (g) The final reimbursement of funds may not be released until all tasks outlined in Section 2 SCOPE AND DUTIES and Section 7 REPORTING REQUIREMENTS are completed and approved by the Department.

Section 7. REPORTING REQUIREMENTS

The Grantee will provide a quarterly status update of the Project from the contract execution date until all tasks outlined in Section 2 SCOPE AND DUTIES have been completed.

The Grantee shall submit to the Department a Final Project Report to describe the accomplishments of the Project as described in Exhibit A within one (1) year of Project completion date. The Final Project Report Template is available in Tools & Resources at <https://marketmt.com/TourismGrants>. The Final Project Report shall:

- (a) Specifically describe how the project has increased non-resident visitation and expenditures.
- (b) Identify the Measures being used to track progress, such as targets or milestones, of increased non-resident visitation and expenditures.
- (c) Describe how has the project Achieved the goals as outlined in the application.
- (d) Detail how Relevant the completed project is to the community master plan and/or community partnerships.
- (e) Trace the achievement of the project by providing photos of a construction project, screenshots of website or media project, or statistical graphics of increased traffic/expenditures as a result of the completed project.

The Final Project Report must be signed by the Grantee's Chief Elected Official or Executive Officer.

Section 8. LEGAL RELATIONSHIP BETWEEN THE PARTIES:

This Contract does not create a partnership, joint venture, joint enterprise, or joint undertaking of any sort between the Department and the Contractor, its agents, employees, cooperators, subcontractors, or independent contractors during the performance of the activities described herein. In performing the activities described herein the Contractor, its agents, employees, cooperators, subcontractors, or independent contractors are not agents, employees, cooperators, subcontractors, or independent contractors of the Department.

Section 9. ACCEPTANCE OF STATE REQUIREMENTS

- (a) The Grantee will comply with all applicable requirements and administrative directives established by the Department and all other applicable local, state and federal laws, regulations, administrative directives, procedures, ordinances, or resolutions.
- (b) The Grantee agrees that all subcontracts entered into for the completion of activities described in Section 2 SCOPE AND DUTIES will contain special provisions requiring such subcontractors to also comply with all applicable local, state, and federal requirements.
- (c) The Grantee expressly agrees to repay to the Department any funds advanced under this Contract that the Grantee, its subcontractors, or any public or private agent or agency to which it delegates authority to carry out portions of this Contract, expends in violation of the terms of this Contract or any other applicable local, state, or federal requirement.

Section 10. AVOIDANCE OF CONFLICT OF INTEREST

The Grantee will comply with the applicable provisions of Sections 2-2-121, 2-2-201, 7-3-4256, 7-3-4367, 7-5-2106, and 7-5-4109, MCA, regarding the avoidance of conflict of interest.

Section 11. PROJECT MONITORING

- (a) The Department or any of its authorized agents may monitor and inspect all phases and aspects of the Grantee's performance to determine compliance with the Section 2 SCOPE AND DUTIES, and other technical and administrative requirements of this Contract, including the adequacy of the Grantee's records and accounts. The Department will advise the Grantee of any specific areas of concern and provide the Grantee an opportunity to propose corrective actions acceptable to the Department. If the Grantee fails to take corrective action or remedy the compliance issue within a reasonable time, then the Department may terminate this Contract in whole or in part, pursuant to Section 13 TERMINATION OF CONTRACT, or may seek remedies pursuant to Section 14 DEFAULT.

Section 12. ACCESS TO INFORMATION AND RETENTION OF RECORDS

- (a) The Grantee agrees to provide the Department, Montana Legislative Auditor, or their authorized agents, information relevant to this Contract or access to any records necessary to determine Contract compliance. The Grantee agrees to create and retain records supporting the services rendered or supplies delivered for a period of three (3) years after either the completion date of the Contract or the conclusion of any claim, litigation, or exception relating to the Contract taken by the State of Montana or third party, whichever is later. These records will be kept in the Grantee's office.

Section 13. TERMINATION OF CONTRACT

The Department may, by written notice to the Grantee, terminate this Contract at any time the Grantee fails to perform the Contract or if available funding is eliminated or reduced for any reason.

Section 14. DEFAULT

Failure by the Grantee to perform the provisions of this Contract constitutes default. Default may result in the pursuit of remedies for breach of contract, including but not limited to damages and specific performance.

Section 15. VENUE AND JURISDICTION

This Contract is governed by the laws of Montana. The parties agree that any litigation concerning the Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.

Section 16. COMPLIANCE WITH LAWS

The Grantee must, in performance of work under the Contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Workers' Compensation Act, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, the Affordable Care Act, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Grantee subjects subcontractors to the same provision. In accordance with Mont. Code Ann. § 49-3-207, the Grantee agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Contract.

Section 17. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Grantee shall not assign, transfer or subcontract any portion of the Contract without the express written consent of the Department.

Section 18. CONTRACT AMENDMENT

The Contract may not be enlarged, modified, amended, or altered except upon written agreement signed by all parties to the Contract.

Section 19. NOTICE

All notices required under the provisions of the Contract must be in writing and delivered to the parties' liaisons either by email, first class mail, or personal service.

Section 20. SEPARABILITY

A declaration by any court, or any other binding legal source, that any provision of the Contract is illegal, and void shall not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually dependent.

Section 21. HOLD HARMLESS AND INDEMNIFICATION

The Grantee agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Grantee's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Grantee and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under the Contract. Claims under this provision also include those arising out of or in any way connected with Contractor's breach of this contract, including any Claims asserting that any of Contractor's employees are actually employees or common law employees of the State or any of its agencies, including but not limited to, excise taxes or penalties imposed on the State under Internal Revenue Code ("Code") §§ 4980H, 6055 or 6056.

Section 22. INSURANCE

- (a) *General Requirements:* The Grantee shall maintain for the duration of this Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Grantee, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.
- (b) *Primary Insurance:* The Grantee's insurance coverage shall be primary insurance as respect to the State, the Department, and their officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the State, the Department, and their officers, officials, employees, or volunteers shall be in excess of the Grantee's insurance and shall not contribute with it.
- (c) *Commercial General Liability:* The Grantee shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Grantee or its officers, agents, representatives, assigns, or subcontractors. The State, the Department, and their officers, officials, employees, and volunteers are to be covered and listed as additional insured's; for liability arising out of activities performed by or on behalf of the Grantee, including the insured's general supervision of the Grantee; products and completed operations; premises owned, leased, occupied, or used.
- (d) *Certificate of Insurance/Endorsements:* Insurance must be placed with an insurer with a Best's rating of no less than A-. The Department, P.O. Box 200523, Helena, MT 59620-0523, must receive all required certificates and endorsements within 10 days from execution of this Contract. The Grantee must notify the Department immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The Department reserves the right to require complete copies of insurance policies at all times.

Section 23. DEBARMENT

The Grantee certifies and agrees to ensure during the term of this Contract that neither it nor its principals or sub-Grantees are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Contract by any governmental department or agency. If the Grantee cannot certify this statement, attach a written explanation for review by the Department.

Section 24. FORCE MAJEURE

Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

Section 25. INTEGRATION

The Contract contains the entire agreement between the parties, and no statements, promises, or inducements of any kind made by either party, or the agents of either party, not contained herein or in a properly executed amendment hereto are valid or binding.

Section 26. NO ARBITRATION

Unless otherwise agreed to in writing or provided for by law, arbitration is not available to the parties as a method of resolving disputes that would arise under this Contract.

IN WITNESS OF THE TERMS SET OUT ABOVE, the parties have executed this Contract.

Tara Rice
Montana Department of Commerce

Date

Susan Nicosia
City of Columbia Falls

Date

Montana Tourism Grant Program

EXHIBIT A

Item No. 5.

Project Title

**River's Edge Park Restroom and
Parking Improvements**

09/30/2019

id. 14068927

**by Tyler Bradshaw in Tourism Grant Program
FY20 Application**

130 6th St West
Columbia Falls, Montana
59912
United States
4068924430
Bradshawt@cityofcolumbiafalls.com

Original application

09/30/2019

Organization or
Entity of Application

City of Columbia Falls

Signatory First Name

Susan

Signatory Last Name

Nicosia

Signatory Title

City Manager

Mailing Address

130 6th St West

City

Columbia Falls

State

MT

Zip Code

59912

Telephone Number

4068924391

Signatory Email

nicosias@cityofcolumbiafalls.com

Applicant Website

<https://cityofcolumbiafalls.org/>

Grant Funds
Awarded

85,000

Total Cost of Project

186069

Project Category

Visitor Facility Upgrade / Construction

Item No. 5.

The Montana Destination Brand Research Study identified family travelers as one of the high value niche markets for the state and married with children, outdoor oriented travelers as a high potential visitor. River's Edge was already popular with families; this project and planned future improvements will continue to develop this burgeoning market. The Park offers many of the desired activities for high potential visitors, e.g. fishing, hiking, boating and exploring small towns! The aim is to give the thousands of tourists traveling through Columbia Falls on their way to Glacier Park or Whitefish Mountain a reason to spend some time and money within the City.

Project Promotion

The City and business community have made significant efforts to brand Columbia Falls, “The Gateway to Glacier,” a welcoming Montana community with many recreational opportunities. We recently installed Wayfinding and Downtown entryway signs. We will direct visitors to the Park by adding Wayfinding signs and will promote the Park with fishing and educational signage. Montana Fish Wildlife and Parks is committed to upgrading Park signage and visitor education kiosks. The City and FWP host fishing events which will be promoted on the web and newspapers. The City is upgrading our website, a page will be dedicated to promoting the Park.

Project Measurement of Goals, Objectives, and Outcomes

It is difficult to measure the success of a project which ex

existing facilities, especially a city park where visitation is

currently measured and the amenities are free. We recently

completed a Master Plan for the Park which will guide improvements

and amenities over several phases of Park development. A

significant public process was involved with the Plan which included

a survey of park visitors in person and on the website Survey

Monkey. A summary of the survey can be found in our Master Plan

document available here:

Item No. 5.

<https://cityofcolumbiafalls.org/recreation/rivers-edge-park>

We found that about 20% of respondents were from out of town, but only about 2% were from out of state, indicating a significant opportunity for increased tourist visitation. We will use these percentages as a baseline and perform a second survey following project completion to gauge increased out of town/ out of state visitation. We will use similar collection methods for the survey which included public outreach at community events, on-site signage, and online postings on the City website and Facebook page.

We also currently have the ability to count visitor traffic entering the Park. We will perform pre and post-project traffic count surveys.

Yes, Agreement to Department Conditions

true

Community & Tourism Partnerships

The project is part of phased plan which began with the recent installation of a Family Fishing Pond. The Pond allows anglers of all ages and abilities the chance to enjoy Montana trout fishing. FWP has committed \$50,000 to continued development through a grant from the William Kamps Fund; the Flathead Land Trust has been instrumental in procuring additional grants and volunteer support as Park work progresses. The Chamber of Commerce, Community Foundation, and Montana West Economic Development recognize the importance of amenities which encourage visitors to stop and spend time in Columbia Falls and have offered their strong support.

Letters of Support

[MWE_-_City_of_Columbia_Falls_Tourism_Grant_Letter_of_Support.pdf](#)

[FWP_-_City_of_Columbia_Falls_Tourism_Grant_Letter_of_Support.pdf](#)

[FLT_-_City_of_Columbia_Falls_Tourism_Grant_Letter_of_Support.pdf](#)

[CC_-_City_of_Columbia_Falls_Tourism_Grant_Letter_of_Support.pdf](#)

[CF_-_City_of_Columbia_Falls_Tourism_Grant_Letter_of_Support.pdf](#)

Planning and Reports [see Description and Respond where Applicable] **With word getting out and the addition of the Family Fishi popularity of the Park is increasing. With this in mind, we Master Plan for the 27 acre Park with consultant, WGM Group. The Plan identifies the restroom and parking as top priorities. The Plan included significant community input and was adopted by the City Council on 9/3/19; it can be viewed at**

Item No. 5.

<https://cityofcolumbiafalls.org/recreation/rivers-edge-park>.

We have made a significant investment into the planning and preliminary design of this Project and future phases. We expect floodplain and building permits done at a City level; no delays are anticipated.

Timeline to Completion

The project is nearly shovel ready with a preliminary design in hand.

Task Complete
Award 12/31/19
Final design/permitting 1/31/20
Bid 3/15/20
Construction 8/1/20
Marketing/Surveys 12/1/20

Long-Term Project Management

[2019.09.30_CFalls_Tourism_Grant_Letter_of_Management_Commitment.pdf](#)

Comprehensive Detailed Proposed Project Budget

[2019.09.30_CFalls_Tourism_Grant_Budget.xlsx](#)

Project Budget Narrative

We have already made a significant investment into this Project with the Master Plan. A portion of the parking facilities identified in the first phase of the Master Plan and the Restroom will be completed with this project. The match funds are in hand, and already approved for allocation by the City Council. The budget uses real project costs for construction, and engineering service rates. The second tab of the spreadsheet has detailed costs. Only construction and engineering expenses will be supported by the Grant. The City intends to complete final design in-house, this work is not counted as match.

Potential of Partial Funding

The project consists of two major components, the restroom and the parking improvements. The restroom is the highest priority, so if partially funded we would complete only the restroom and delete the parking improvements. Other items could be deleted, depending on funding level, such as individual parking spots or lighting.

Season of Operation

River's Edge Park is a year-round facility, offering cross-country skiing and wildlife viewing in the winter in addition to the summer activities. Park hours are 6AM to 10PM and will be unaffected by the project.

Additional Contact
Information: First
Last Name, Title

Tyler Bradshaw, PE, Public Works Director

Item No. 5.

Additional Contact
Information: Email
and/or Phone

bradshawt@cityofcolumbiafalls.com

Columbia Falls River's Edge Park Restroom and Parking Improvements Approved by MOTBD

please refer to the Tourism Grant Program Qualifiers & Timelines webpage for examples of eligible and ineligible costs for tourism grant funds	MOTBD GRANT FUNDS	APPLICANT FUNDS	FWP Bill Kamps Grant State Grant does not count as match.	IN-KIND CONTRIBUTIONS *do not count as match*	TOTAL
PROJECT RELATED ACTIVITIES - MATERIALS - LABOR					
Construction (See Budget Estimate Tab)	\$85,000.00	\$75,908.30			\$160,908.30
Consultant Services	-	\$10,210.00			\$10,210.00
In House Engineering (By City registered engineer assume 150 hrs @ \$65/h)				\$9,750.00	\$9,750.00
					\$0.00
					\$0.00
					\$0.00
TOTAL PROJECT RELATED ACTIVITIES	\$85,000.00	\$86,118.30		\$9,750.00	\$180,868.30
ADVERTISEMENT AND MARKETING					
Signage and event marketing. (news paper adds, fishing signage)			\$5,000.00		\$5,000.00
Survey subscription, and development				\$200.00	\$200.00
					\$0.00
					\$0.00
TOTAL ADVERTISEMENT/MARKETING	\$0.00	\$0.00	\$5,000.00	\$200.00	\$5,200.00
TOTAL PROPOSED PROJECT COSTS	\$85,000.00	\$86,118.30	\$5,000.00	\$9,950.00	\$186,068.30

Description/Narrative of Costs:

See Estimates Breakdown tab for a description of Construction and Consultant Services costs. Construction work includes earthwork and utilities work for the installation of the restroom and expanded parking facilities. The restroom is a precast concrete structure to be purchased as a completed unit.

Due to limited amount of tourism grant funds, the The review team recommended partial funding of \$85,000 supporting plumbed restroom facilities costs.

MOTBD CONTRACT INFORMATION SHEET

Division staff are required to complete the items in blue print.

Contract Number:	20-51-088	Division:	
Contractor's Name:	City of Columbia Falls	MOTBD	
Contractor (Signee) Name:	Susan Nicosia		
Contractor's Email:	nicosias@cityofcolumbiafalls.com	Vendor Number:	23445
Contractor's Address:	130 6th Street West		
Contractor's Address 2:	Columbia Falls MT 59912		
Contractor's Liaison:		Begin Date:	
Contractor's Liaison Email:		End Date:	
Duns Number:		1 year after contract execution	
(Federal Funds Required)		Absolute End Date:	
Current Term Amount:		1 year after contract execution	
Total Contract Value:	\$85,000.00	Original Contract FY:	2020
Organization Number:	532300	Funding Source:	State
RFP Number (if applicable):			
Program Number:			
Contract Type:	Grant		
Contract Usage:	n/a		

Liaison:	<i>Michele Cushman</i>	Program Manager:	<i>Michele Cushman</i>
Liaison Email:	MCushman2@mt.gov	Bureau Chief:	Jan Stoddard
Liaison Phone:	841.2796	Additional Email:	JStoddard@mt.gov
			JMorand@mt.gov
		bradshawt@cityofcolumbiafalls.com	Tyler Bradshaw
		Carbon Copies:	
		Liaison	☒
Signatures:		Director (> \$200K):	☐
Division Administrator		Deputy Director (<\$25K):	☐
Fiscal Review		Perceptive	☒
Legal Counsel			

Certificate Of Completion

Envelope Id: C43BA905406B4A1F8A227A95C394922B

Status: Sent

Subject: Montana Department of Commerce Contract #20-51-088 for Signature

Source Envelope:

Document Pages: 14

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

Contracts Admin

AutoNav: Enabled

PO Box 200501

Envelopeld Stamping: Enabled

301 S. Park Ave

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Helena, MT 596200501

doccontracts@esign.mt.gov

IP Address: 161.7.108.208

Record Tracking

Status: Original

Holder: Contracts Admin

Location: DocuSign

2/12/2020 4:19:13 PM

doccontracts@esign.mt.gov

Signer Events**Signature****Timestamp**

Jennifer Pelej

Sent: 2/12/2020 4:24:15 PM

jpelej@mt.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 1/24/2020 12:15:20 PM

ID: ffd74ca3-c16d-4037-b266-138a0974b990

Heidi Sampson

hsampson@esign.mt.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 4/5/2016 4:30:45 PM

ID: afa40be6-2498-4bee-aeab-4ff484d96ce4

Garrett Norcott

gnorcott@mt.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Susan Nicosia

nicosias@cityofcolumbiafalls.com

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Tara Rice

tara.rice@mt.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp**

Intermediary Delivery Events	Status	Timestamp	Item No. 5.
Certified Delivery Events	Status	Timestamp	
Carbon Copy Events	Status	Timestamp	
Jan Stoddard JStoddard@mt.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 2/7/2017 4:22:30 PM ID: be9343da-fbb7-4142-92db-d05ed7240bea	COPIED	Sent: 2/12/2020 4:24:15 PM	
Jo Morand jmorand@mt.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/12/2020 4:24:15 PM	
Tyler Bradshaw bradshawt@cityofcolumbiafalls.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/12/2020 4:24:16 PM Viewed: 2/12/2020 4:39:31 PM	
Michele Cushman mcushman2@mt.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/12/2020 4:24:15 PM	
Cyndi Davis CDavis3@mt.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign			
Witness Events	Signature	Timestamp	
Notary Events	Signature	Timestamp	
Envelope Summary Events	Status	Timestamps	
Envelope Sent	Hashed/Encrypted	2/12/2020 4:24:16 PM	
Payment Events	Status	Timestamps	
Electronic Record and Signature Disclosure			

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Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

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How to contact MT Dept of Commerce:

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- ii. send us an e-mail to doccontracts@mt.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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- Until or unless I notify MT Dept of Commerce as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by MT Dept of Commerce during the course of my relationship with you.

CITY OF COLUMBIA FALLS
NOTICE OF PUBLIC HEARING

Item No. 6.

The Columbia Falls City-County Planning Board will hold a public hearing for the following item at their regular meeting on Tuesday, March 10th, 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 April 6, 2020 starting at 7:00 p.m. in the same location.

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

Ruis Holdings 540 Nucleus Ave LLC is requesting a Planned Unit Development overlay for the property located at 540 Nucleus Avenue which was the original Bank of Columbia Falls. The reason for the request is that the applicant would like the top of the roof structure to be 42'-8" in height where the maximum height without a PUD is 35-feet. 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 may testify at the hearing or submit written comments prior to the meeting. Written comment may be sent to Columbia Falls City Hall, Attention: Barb Staaland, City Clerk, 130 6th Street West, Room A, Columbia Falls, MT 59912. For more information call Eric Mulcahy, Columbia Falls City Planner at 755-6481.

DATED this 13th day of February, 2020

Susan Nicosia

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

Publish: Daily Interlake Sunday February 23rd 2020

02/06/20
09:05:14

CITY OF COLUMBIA FALLS
Statement of Revenue Budget vs Actuals
For the Accounting Period: 1 / 20

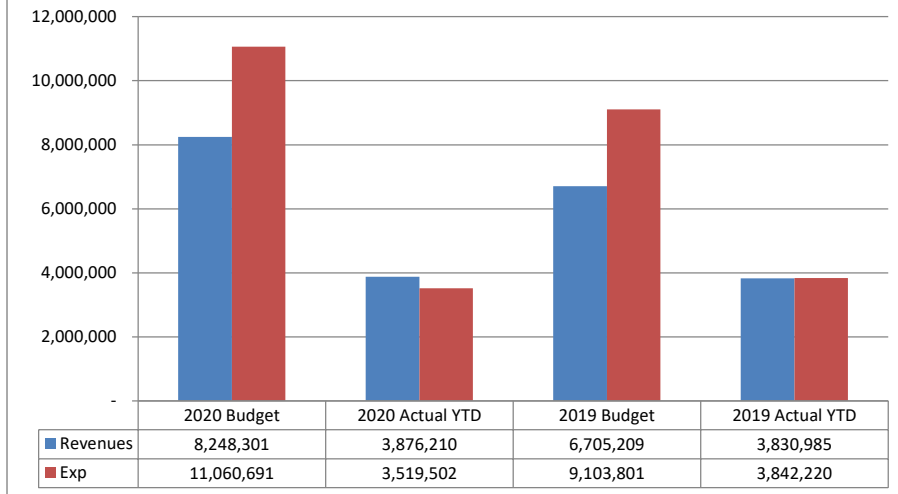
Item No. 7.

Report ID: B110F

Fund	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
1000 GENERAL FUND	161,219.33	1,402,146.95	2,887,496.00	1,485,349.05	49 %
2310 TAX INCREMENT DISTRICT FUND	57,578.28	255,835.05	0.00	-255,835.05	** %
2311 TEDD-INDUSTRIAL PARK	1,458.39	1,499.60	0.00	-1,499.60	** %
2372 PERMISSIVE MEDICAL LEVY	18,556.76	95,243.75	173,028.00	77,784.25	55 %
2394 BUILDING CODE ENFORCEMENT FUND	2,498.81	102,662.81	142,000.00	39,337.19	72 %
2400 SPECIAL LIGHTING DISTRICT FUND	3,298.27	20,010.98	30,619.00	10,608.02	65 %
2500 SPECIAL STREET MAINTENANCE DISTRICT FUND	37,639.90	203,607.32	359,823.00	156,215.68	57 %
2700 CEDAR CREEK TRUST	1,465.81	14,302.12	141,243.00	126,940.88	10 %
2820 GAS TAX FUND	7,885.42	55,197.94	94,625.00	39,427.06	58 %
2821 Special Road/Street Allocation Program	0.00	77,448.50	77,448.00	-0.50	100 %
2917 CRIME VICTIMS ASSISTANCE FUND	663.00	2,796.00	6,000.00	3,204.00	47 %
3020 GO Street Improvements	9,266.06	48,880.53	87,696.00	38,815.47	56 %
3534 SID 34 FUND - 5th Avenue Water Main	622.12	3,307.44	5,715.00	2,407.56	58 %
3536 SID 36 FUND - Talbott & 4th Avenue Water Main	1,921.35	4,378.86	3,801.00	-577.86	115 %
3538 SID 38 FUND - Riverwood	5,011.53	16,751.05	29,731.00	12,979.95	56 %
4000 CAPITAL PROJECTS FUND - Building Improvements	141.14	58,377.95	116,000.00	57,622.05	50 %
4010 CAPITAL PROJECTS FUND - Parks Improvements	437.81	3,595.87	8,500.00	4,904.13	42 %
4020 CAPITAL PROJECTS FUND - General Equipment	294.67	99,567.53	173,083.00	73,515.47	58 %
4040 CAPITAL PROJECTS FUND - Street Construction	520.60	4,297.53	2,500.00	-1,797.53	172 %
5210 WATER ENTERPRISE FUND	47,197.05	491,184.30	2,314,171.00	1,822,986.70	21 %
5211 WATER CAPITAL EXPANSION	8,118.57	51,283.80	165,000.00	113,716.20	31 %
5310 SEWER ENTERPRISE FUND	204,146.55	790,273.33	1,190,688.00	400,414.67	66 %
5311 SEWER CAPITAL EXPANSION	7,816.25	40,929.24	170,000.00	129,070.76	24 %
7120 FIRE RELIEF DISABILITY/PENSION FUND	5,357.64	32,631.17	69,134.00	36,502.83	47 %
Grand Total:	583,115.31	3,876,209.62	8,248,301.00	4,372,091.38	47 %

Item No. 7.

Revenue vs Exp-All Funds



Revenue - All Funds

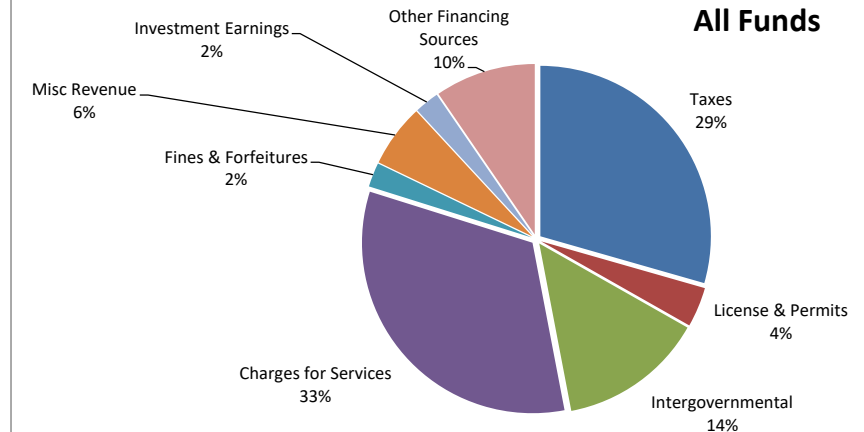
Category	Budget	Actual YTD	Variance	% of Budget
Taxes	1,594,801	1,140,787	454,014	71.53%
License & Permits	211,000	146,577	64,423	69.47%
Intergovernmental	1,370,151	533,961	836,190	38.97%
Charges for Services	2,251,804	1,273,627	978,177	56.56%
Fines & Forfeitures	165,000	89,046	75,954	53.97%
Misc Revenue	397,481	231,241	166,240	58.18%
Investment Earnings	232,043	90,330	141,713	38.93%
Other Financing Sources	2,026,021	370,641	1,655,380	18.29%
	8,248,301	3,876,210	4,372,091	46.99%

	Revenues	Exp	Net Total
2020 Budget	8,248,301	11,060,691	(2,812,390)
2020 Actual YTD	3,876,210	3,519,502	356,708
2019 Budget	6,705,209	9,103,801	(2,398,592)
2019 Actual YTD	3,830,985	3,842,220	(11,235)

Revenues: (All Funds)

Fund	Budget	Actual Ytd	Variance	% of Budget Used
1000 GENERAL FUND	2,887,496	1,402,147	1,485,349	48.56%
2310 TAX INCREMENT DISTRICT FUND	-	255,835	(255,835)	#DIV/0!
2311 TEDD-INDUSTRIAL PARK	-	1,500	(1,500)	#DIV/0!
2372 PERMISSIVE MEDICAL LEVY	173,028	95,244	77,784	55.05%
2394 BUILDING CODE ENFORCEMENT FUND	142,000	102,663	39,337	72.30%
2400 SPECIAL LIGHTING DISTRICT FUND	30,619	20,011	10,608	65.35%
2500 SPECIAL STREET MAINTENANCE DISTRICT F	359,823	203,607	156,216	56.59%
2700 CEDAR CREEK TRUST	141,243	14,302	126,941	10.13%
2820 GAS TAX FUND	94,625	55,198	39,427	58.33%
2821 Special Road/Street Allocation Program	77,448	77,449	(1)	100.00%
2917 CRIME VICTIMS ASSISTANCE FUND	6,000	2,796	3,204	46.60%
3020 GO Street Improvements	87,696	48,881	38,815	55.74%
3534 SID 34 FUND - 5th Avenue Water Main	5,715	3,307	2,408	57.87%
3536 SID 36 FUND - Talbott & 4th Avenue Water	3,801	4,379	(578)	115.20%
3538 SID 38 FUND - Riverwood	29,731	16,751	12,980	56.34%
4000 CAPITAL PROJECTS FUND - Building Improv	116,000	58,378	57,622	50.33%
4010 CAPITAL PROJECTS FUND - Parks Improver	8,500	3,596	4,904	42.30%
4020 CAPITAL PROJECTS FUND - General Equipnr	173,083	99,568	73,515	57.53%
4040 CAPITAL PROJECTS FUND - Street Construc	2,500	4,298	(1,798)	171.90%
5210 WATER ENTERPRISE FUND	2,314,171	491,184	1,822,987	21.23%
5211 WATER CAPITAL EXPANSION	165,000	51,284	113,716	31.08%
5310 SEWER ENTERPRISE FUND	1,190,688	790,273	400,415	66.37%
5311 SEWER CAPITAL EXPANSION	170,000	40,929	129,071	24.08%
7120 FIRE RELIEF DISABILITY/PENSION FUND	69,134	32,631	36,503	47.20%
	8,248,301	3,876,210	4,372,091	46.99%

Actual YTD Revenue All Funds



02/06/20
09:05:58

CITY OF COLUMBIA FALLS
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 1 / 20

Item No. 7.

Report ID: B100F

Fund	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
1000 GENERAL FUND	173,140.49	1,530,417.34	3,255,384.00	3,255,384.00	1,724,966.66	47 %
2310 TAX INCREMENT DISTRICT FUND	0.00	0.00	194,138.00	194,138.00	194,138.00	0 %
2372 PERMISSIVE MEDICAL LEVY	0.00	97,034.29	200,450.00	200,450.00	103,415.71	48 %
2394 BUILDING CODE ENFORCEMENT FUND	9,200.73	84,943.59	130,796.00	130,796.00	45,852.41	65 %
2400 SPECIAL LIGHTING DISTRICT FUND	2,801.00	16,850.06	49,883.00	49,883.00	33,032.94	34 %
2500 SPECIAL STREET MAINTENANCE DISTRICT FUND	30,747.04	199,058.36	468,913.00	468,913.00	269,854.64	42 %
2700 CEDAR CREEK TRUST	0.00	4,762.50	174,223.00	174,223.00	169,460.50	3 %
2820 GAS TAX FUND	1,398.46	27,140.40	164,703.00	164,703.00	137,562.60	16 %
2821 Special Road/Street Allocation Program	0.00	76,931.02	77,448.00	77,448.00	516.98	99 %
2917 CRIME VICTIMS ASSISTANCE FUND	663.00	2,796.00	6,000.00	6,000.00	3,204.00	47 %
2940 CDBG-HOME INVESTMENT PARTNERSHIP PROGRAM	0.00	0.00	120,508.00	120,508.00	120,508.00	0 %
3020 GO Street Improvements	20,706.63	61,762.35	87,987.00	87,987.00	26,224.65	70 %
3534 SID 34 FUND - 5th Avenue Water Main	0.00	0.00	5,715.00	5,715.00	5,715.00	0 %
3536 SID 36 FUND - Talbott & 4th Avenue Water	0.00	1,991.95	3,801.00	3,801.00	1,809.05	52 %
3538 SID 38 FUND - Riverwood	0.00	14,899.64	29,731.00	29,731.00	14,831.36	50 %
4000 CAPITAL PROJECTS FUND - Building	0.00	0.00	140,000.00	140,000.00	140,000.00	0 %
4010 CAPITAL PROJECTS FUND - Parks Improvements	0.00	1,057.18	165,000.00	165,000.00	163,942.82	1 %
4020 CAPITAL PROJECTS FUND - General Equipment	0.00	13,495.00	152,200.00	152,200.00	138,705.00	9 %
4040 CAPITAL PROJECTS FUND - Street Construction	0.00	6,800.76	307,589.00	307,589.00	300,788.24	2 %
5210 WATER ENTERPRISE FUND	66,497.51	480,947.16	2,396,475.00	2,396,475.00	1,915,527.84	20 %
5211 WATER CAPITAL EXPANSION	0.00	0.00	800,000.00	800,000.00	800,000.00	0 %
5310 SEWER ENTERPRISE FUND	57,285.17	784,314.28	1,946,313.00	1,946,313.00	1,161,998.72	40 %
5311 SEWER CAPITAL EXPANSION	114,300.00	114,300.00	114,300.00	114,300.00	0.00	100 %
7120 FIRE RELIEF DISABILITY/PENSION FUND	0.00	0.00	69,134.00	69,134.00	69,134.00	0 %
Grand Total:	476,740.03	3,519,501.88	11,060,691.00	11,060,691.00	7,541,189.12	32 %

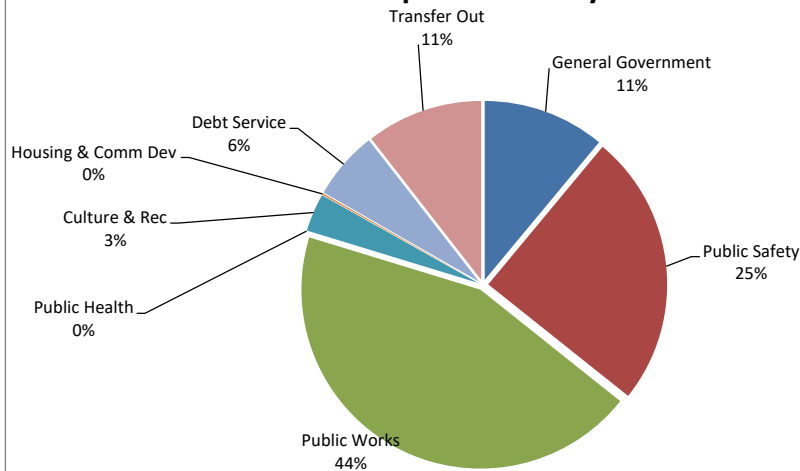
Expenditures/Expenses - All Funds

Function	Budget	Actual YTD	Variance	% of Budget
General Government	918,680	388,417	530,263	42.28%
Public Safety	1,913,746	868,446	1,045,300	45.38%
Public Works	5,479,747	1,548,920	3,930,827	28.27%
Public Health	4,250	-	4,250	0.00%
Culture & Rec	457,059	120,467	336,592	26.36%
Housing & Comm Dev	488,869	4,763	484,107	0.97%
Debt Service	392,318	217,848	174,470	55.53%
Transfer Out	1,406,022	370,641	1,035,381	26.36%
	11,060,691	3,519,502	7,541,189	31.82%

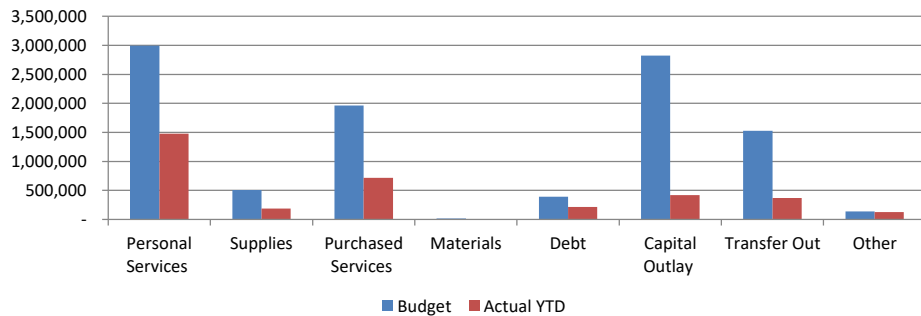
Expenditures/Expenses: (All Funds)

Fund	Budget	Actual Ytd	Variance	Used
1000 GENERAL FUND	3,255,384	1,530,417	1,724,967	47.01%
2310 TAX INCREMENT DISTRICT FUND	194,138	-	194,138	0.00%
2372 PERMISSIVE MEDICAL LEVY	200,450	97,034	103,416	48.41%
2394 BUILDING CODE ENFORCEMENT FUND	130,796	84,944	45,852	64.94%
2400 SPECIAL LIGHTING DISTRICT FUND	49,883	16,850	33,033	33.78%
2500 SPECIAL STREET MAINTENANCE DISTRICT F	468,913	199,058	269,855	42.45%
2700 CEDAR CREEK TRUST	174,223	4,763	169,461	2.73%
2820 GAS TAX FUND	164,703	27,140	137,563	16.48%
2821 Special Road/Street Allocation Program	77,448	76,931	517	99.33%
2917 CRIME VICTIMS ASSISTANCE FUND	6,000	2,796	3,204	46.60%
2940 CDBG-HOME INVESTMENT PARTNERSHIP F	120,508	-	120,508	0.00%
3020 GO Street Improvements	87,987	61,762	26,225	70.19%
3534 SID 34 FUND - 5th Avenue Water Main	5,715	-	5,715	0.00%
3536 SID 36 FUND - Talbott & 4th Avenue Water	3,801	1,992	1,809	52.41%
3538 SID 38 FUND - Riverwood	29,731	14,900	14,831	50.11%
4000 CAPITAL PROJECTS FUND - Building Improv	140,000	-	140,000	0.00%
4010 CAPITAL PROJECTS FUND - Parks Improver	165,000	1,057	163,943	0.64%
4020 CAPITAL PROJECTS FUND - General Equippr	152,200	13,495	138,705	8.87%
4040 CAPITAL PROJECTS FUND - Street Construc	307,589	6,801	300,788	2.21%
5210 WATER ENTERPRISE FUND	2,396,475	480,947	1,915,528	20.07%
5211 WATER CAPITAL EXPANSION	800,000	-	800,000	0.00%
5310 SEWER ENTERPRISE FUND	1,946,313	784,314	1,161,999	40.30%
5311 SEWER CAPITAL EXPANSION	114,300	114,300	-	100.00%
7120 FIRE RELIEF DISABILITY/PENSION FUND	69,134	-	69,134	0.00%
	11,060,691	3,519,502	7,541,189	31.82%

Actual YTD Exp-All Funds-by Function



Budget to Actual YTD Expenditures/Expenses by Category



Category	Budget	Actual YTD	Variance	% of Budget Used
Personal Services	2,997,511	1,476,925	1,520,586	49.27%
Supplies	507,450	185,315	322,135	36.52%
Purchased Services	1,966,584	717,826	1,248,758	36.50%
Materials	16,500	2,091	14,409	12.67%
Debt	392,318	217,848	174,470	55.53%
Capital Outlay	2,824,862	420,175	2,404,687	14.87%
Transfer Out	1,526,530	370,641	1,155,889	24.28%
Other	135,936	128,679	7,257	94.66%
Depreciation	693,000	-	693,000	0.00%
	11,060,691	3,519,502	7,541,189	31.82%

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CITY OF COLUMBIA FALLS
Revenue/Expenditure Ledger
For the Accounting Period: 1 / 20

Item No. 7.

Report ID: L120

1000 GENERAL FUND

	Beginning	Debit	Credit	Net Change	Ending Balance
REVENUE					
311010 Real Property Taxes	558,260.98	0.00	135,053.85	135,053.85	693,314.83
311020 Personal Property Taxes	19,804.64	0.00	316.13	316.13	20,120.77
312000 Penalty & Interest on Delinquent	1,485.62	0.00	347.16	347.16	1,832.78
322010 Alcoholic Beverage Licenses and	6,375.00	0.00	0.00	0.00	6,375.00
322020 Professional Business Licenses	5,935.00	0.00	1,000.00	1,000.00	6,935.00
322030 General Business Licenses	7,262.50	0.00	1,160.00	1,160.00	8,422.50
323060 Non-Exclusive Cable TV Franchise	23,698.89	0.00	0.00	0.00	23,698.89
331112 Stonegarden Grant	0.00	0.00	0.00	0.00	0.00
331179 Alcohol Compliance Check Program	0.00	0.00	1,900.00	1,900.00	1,900.00
334000 State Grants/Hwy Safety	3,820.50	0.00	0.00	0.00	3,820.50
334122 DNRC Grant	0.00	0.00	0.00	0.00	0.00
334125 Fish, Wildlife & Parks Grant	5,354.46	0.00	0.00	0.00	5,354.46
335120 Gambling Licenses & Permits	18,675.00	0.00	150.00	150.00	18,825.00
335230 State Entitlement	370,166.94	0.00	0.00	0.00	370,166.94
336020 State On-Behalf Retirement	0.00	0.00	0.00	0.00	0.00
337340 Flathead County (EMS)	0.00	0.00	0.00	0.00	0.00
337350 Flathead County (SR0)	0.00	0.00	0.00	0.00	0.00
337360 School District #6 (SR0)	0.00	0.00	0.00	0.00	0.00
341000 General Miscellaneous (Copies,	1,338.29	0.03	130.75	130.72	1,469.01
341070 Planning and Zoning Fees	17,090.00	0.00	1,892.50	1,892.50	18,982.50
342020 Special Fire Protection Services	21,250.00	0.00	0.00	0.00	21,250.00
342021 Fire Protective Inspections	12,461.00	0.00	78.00	78.00	12,539.00
346030 Swimming Pool User Fees	5,493.65	0.00	0.00	0.00	5,493.65
346031 Parks Use Permits/Fees	950.00	0.00	500.00	500.00	1,450.00
346032 Pool Concession Fees	435.67	0.00	0.00	0.00	435.67
346033 Swim Lessons	2,280.00	0.00	0.00	0.00	2,280.00
346034 Individual Swim Pass	32.00	0.00	0.00	0.00	32.00
346035 Lap Swim Pass	38.00	0.00	0.00	0.00	38.00
346036 Family Swim Pass	525.00	0.00	0.00	0.00	525.00
346037 Pool Parties	700.00	0.00	0.00	0.00	700.00
346050 Swim Team Agreement	0.00	0.00	0.00	0.00	0.00
351030 City Courts Fines & Forfeitures	65,702.55	0.00	16,206.00	16,206.00	81,908.55
351031 Court Fines Surcharge	3,010.00	0.00	880.00	880.00	3,890.00
351034 Court Administration Costs	354.40	0.00	97.00	97.00	451.40
362000 Refunds, Rebates, Dividends	465.52	0.00	0.00	0.00	465.52
366000 Miscellaneous	363.10	0.00	0.00	0.00	363.10
367000 Sale of Junk/Old Supplies for	428.60	0.00	0.00	0.00	428.60
371010 Investment Earnings	9,385.99	0.00	1,507.97	1,507.97	10,893.96
383000 Interfund Operating Transfer	77,784.32	0.00	0.00	0.00	77,784.32
Total REVENUE	1,240,927.62	0.03	161,219.36	161,219.33	1,402,146.95
EXPENDITURES					
410100 LEGISLATIVE SERVICES	17,034.77	4,191.34	0.00	4,191.34	21,226.11
410131 Tree City Program (Tree Board)	5,191.26	2,948.51	0.00	2,948.51	8,139.77
410132 Arbor Day (Tree Board)	0.00	0.00	0.00	0.00	0.00
410360 CITY COURT	83,879.50	13,485.33	0.00	13,485.33	97,364.83
410365 CITY COURT PROSECUTION	20,783.64	3,400.75	0.00	3,400.75	24,184.39
410400 ADMINISTRATIVE SERVICES	19,098.56	2,932.34	0.00	2,932.34	22,030.90

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CITY OF COLUMBIA FALLS
Revenue/Expenditure Ledger
For the Accounting Period: 1 / 20

Item No. 7.

Report ID: L120

1000 GENERAL FUND

	Beginning	Debit	Credit	Net Change	Ending Balance
410500 DEPT. OF FINANCE	88,321.92	11,359.32	42.36	11,316.96	99,638.88
410580 Computer Systems & Programs	10,323.95	877.00	0.00	877.00	11,200.95
411000 PLANNING & ZONING	31,524.84	3,460.80	0.00	3,460.80	34,985.64
411100 LEGAL SERVICES	16,195.95	1,841.60	0.00	1,841.60	18,037.55
411200 FACILITIES ADMINISTRATION	31,229.67	16,402.20	0.00	16,402.20	47,631.87
411800 Employee Asst Program & Flex Plan	1,180.00	0.00	0.00	0.00	1,180.00
420100 LAW ENFORCEMENT SERVICES	532,731.54	79,306.37	53.76	79,252.61	611,984.15
420160 COMMUNICATIONS/DISPATCH	64,781.30	0.00	0.00	0.00	64,781.30
420400 FIRE PROTECTION & CONTROL	82,625.80	21,263.75	2,541.90	18,721.85	101,347.65
420730 Emergency Medical Services	6,582.45	0.00	0.00	0.00	6,582.45
430400 Transit Systems	0.00	5,500.00	0.00	5,500.00	5,500.00
431100 WEED CONTROL	99.99	0.00	0.00	0.00	99.99
431200 Flood Control-High Hazard Dam	1,607.55	251.12	0.00	251.12	1,858.67
440600 ANIMAL CONTROL SERVICES	0.00	0.00	0.00	0.00	0.00
460400 PARK & RECREATION SERVICES	75,725.98	1,688.06	0.00	1,688.06	77,414.04
460445 SWIMMING POOL	41,665.29	330.35	0.00	330.35	41,995.64
490500 Other Debt Service Payments	8,437.07	6,539.67	0.00	6,539.67	14,976.74
510100 SPECIAL ASSESSMENTS	8,546.86	0.00	0.00	0.00	8,546.86
510300 ORDINANCE CODIFICATION/CONSULTANTS	0.00	0.00	0.00	0.00	0.00
510330 Comprehensive Liability Insurance	77,745.96	0.00	0.00	0.00	77,745.96
510620 TERMINATION COSTS	0.00	0.00	0.00	0.00	0.00
521000 INTERFUND OPERATING TRANSFERS OUT	131,963.00	0.00	0.00	0.00	131,963.00
Total EXPENDITURES	1,357,276.85	175,778.51	2,638.02	173,140.49	1,530,417.34

Revenue less Expenditures Current Month (11,921.16)

Revenue less Expenditures Year to Date (128,270.39)

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CITY OF COLUMBIA FALLS
Revenue/Expenditure Ledger
For the Accounting Period: 1 / 20

Item No. 7.

Report ID: L120

5210 WATER ENTERPRISE FUND

	Beginning	Debit	Credit	Net Change	Ending Balance
REVENUE					
334122 DNRC Grant	0.00	0.00	0.00	0.00	0.00
343020 Water Administration Fee	0.00	0.00	0.00	0.00	0.00
343021 Metered Water Sales	393,302.62	21.35	42,672.73	42,651.38	435,954.00
343022 Water Testing Charge - 75-6-108	4,242.00	2.00	0.00	(2.00)	4,240.00
343024 Sale of Materials, Supplies & Misc.	9,412.03	0.00	2,064.26	2,064.26	11,476.29
343025 Water Permit Fees	650.00	0.00	100.00	100.00	750.00
343026 Water Connection Fees/New	3,557.58	0.00	400.00	400.00	3,957.58
343027 Repairs/Materials & Supplies	17,493.24	0.00	0.00	0.00	17,493.24
343028 Late Charges/Disconnect &	5,224.55	0.00	834.48	834.48	6,059.03
362000 Refunds, Rebates, Dividends	1,348.30	0.00	0.00	0.00	1,348.30
363020 Special Assmts - Bond P&I	0.00	0.00	0.00	0.00	0.00
366000 Miscellaneous	0.00	0.00	0.02	0.02	0.02
371010 Investment Earnings	8,756.93	0.00	1,148.91	1,148.91	9,905.84
381070 Proceeds from Loans	0.00	0.00	0.00	0.00	0.00
382010 Sale of General Fixed Assets	0.00	0.00	0.00	0.00	0.00
383000 Interfund Operating Transfer	0.00	0.00	0.00	0.00	0.00
Total REVENUE	443,987.25	23.35	47,220.40	47,197.05	491,184.30
EXPENDITURES					
430500 Water Operating	307,364.68	55,780.13	11.38	55,768.75	363,133.43
430560 Administration	39,621.75	6,224.55	0.00	6,224.55	45,846.30
430570 Water Customer Accounting &	39,167.04	4,504.21	0.00	4,504.21	43,671.25
490210 Revenue Bonds, Series 2005	15,968.75	0.00	0.00	0.00	15,968.75
510330 Comprehensive Liability Insurance	12,327.43	0.00	0.00	0.00	12,327.43
510400 Depreciation	0.00	0.00	0.00	0.00	0.00
Total EXPENDITURES	414,449.65	66,508.89	11.38	66,497.51	480,947.16
Revenue less Expenditures Current Month (					19,300.46)
Revenue less Expenditures Year to Date					10,237.14

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CITY OF COLUMBIA FALLS
Revenue/Expenditure Ledger
For the Accounting Period: 1 / 20

Item No. 7.

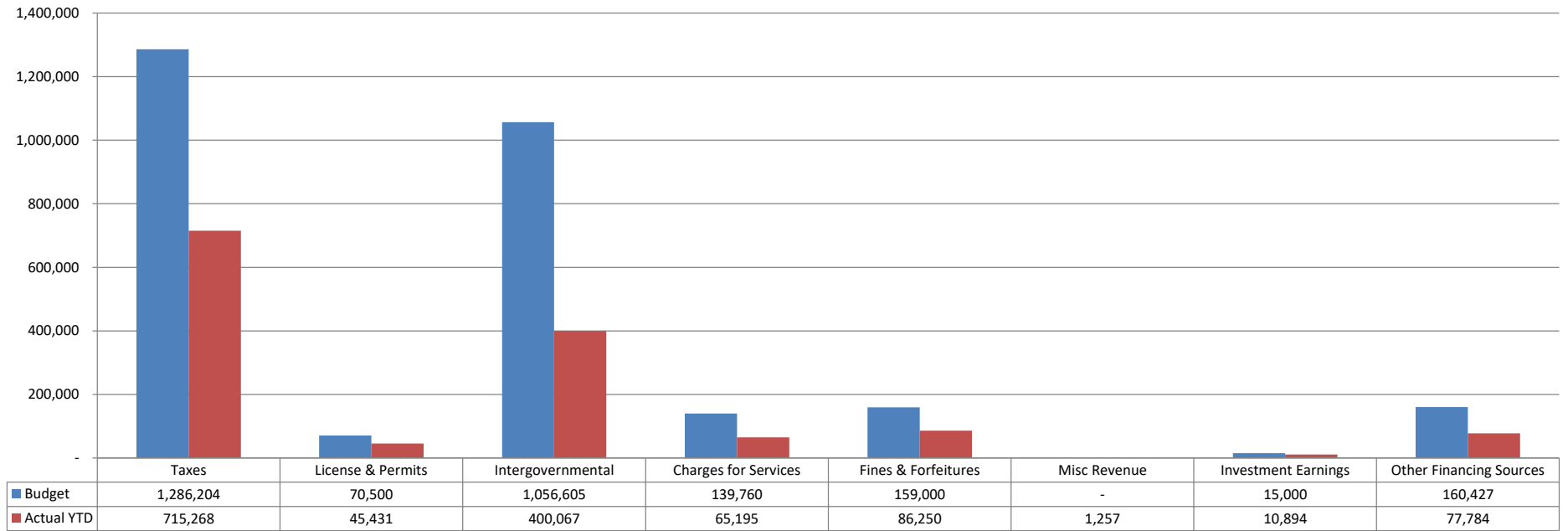
Report ID: L120

5310 SEWER ENTERPRISE FUND

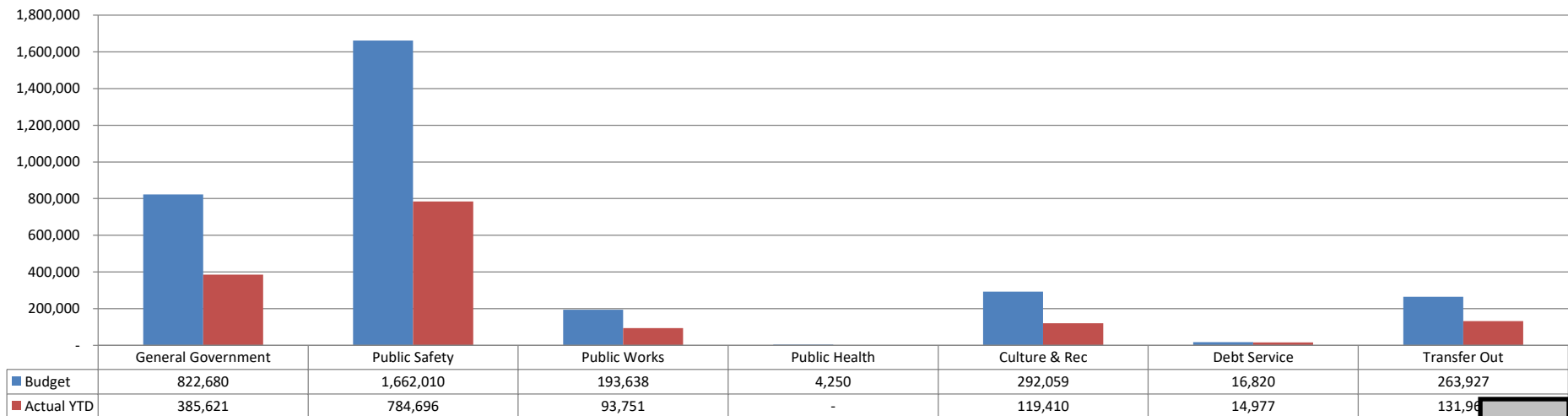
	Beginning	Debit	Credit	Net Change	Ending Balance
REVENUE					
343030 Sewer Administrative Fees	50.00	0.00	0.00	0.00	50.00
343031 Sewer Service Charges	557,787.95	17.35	81,049.40	81,032.05	638,820.00
343032 Sewer Connection Fees/New	2,000.00	0.00	300.00	300.00	2,300.00
343033 Sewer Permit Fees	600.00	0.00	100.00	100.00	700.00
343035 Sale of Materials, Supplies & Misc.	597.04	0.00	70.34	70.34	667.38
343038 Disposal Fee Agreements	9,462.77	0.00	6,846.66	6,846.66	16,309.43
362000 Refunds, Rebates, Dividends	2,908.50	0.00	0.00	0.00	2,908.50
363020 Special Assmts - Bond P&I	0.00	0.00	0.00	0.00	0.00
371010 Investment Earnings	12,720.52	0.00	1,497.50	1,497.50	14,218.02
383000 Interfund Operating Transfer	0.00	0.00	114,300.00	114,300.00	114,300.00
Total REVENUE	586,126.78	17.35	204,163.90	204,146.55	790,273.33
EXPENDITURES					
430600 Sewer Operating	511,138.25	47,291.85	733.52	46,558.33	557,696.58
430610 Sewer Administration	39,617.19	6,224.71	0.00	6,224.71	45,841.90
430670 Sewer Customer Accounting &	39,159.04	4,502.13	0.00	4,502.13	43,661.17
490200 Revenue Bonds, Series 2000	84,670.00	0.00	0.00	0.00	84,670.00
490215 Revenue Bonds, Series 2009	23,578.75	0.00	0.00	0.00	23,578.75
510330 Comprehensive Liability Insurance	28,865.88	0.00	0.00	0.00	28,865.88
510400 Depreciation	0.00	0.00	0.00	0.00	0.00
Total EXPENDITURES	727,029.11	58,018.69	733.52	57,285.17	784,314.28
Revenue less Expenditures Current Month					146,861.38
Revenue less Expenditures Year to Date					5,959.05
Grand Total Revenue less Expenditures Current Month					115,639.76
Grand Total Revenue less Expenditures Year to Date					(112,074.20)

General Fund (Fund 1000)

Revenue Budget to Actual YTD

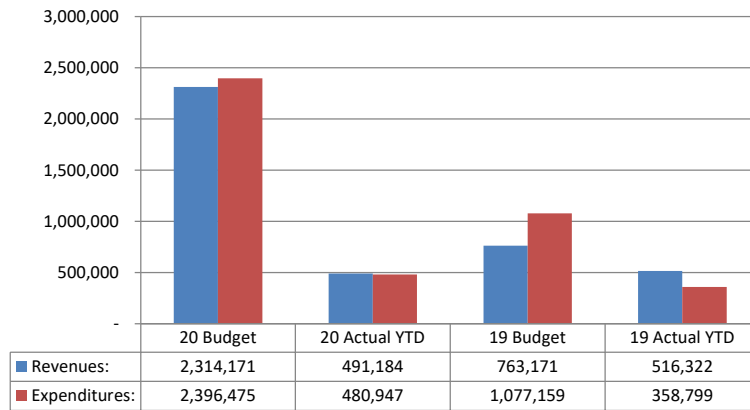


Expenditures Budget to Actual YTD

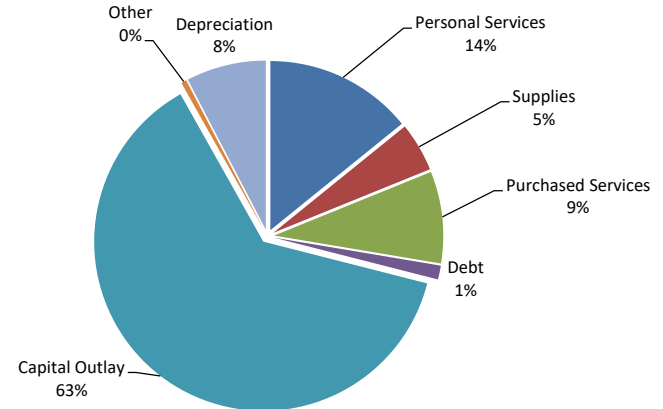


WATER FUND (5210)

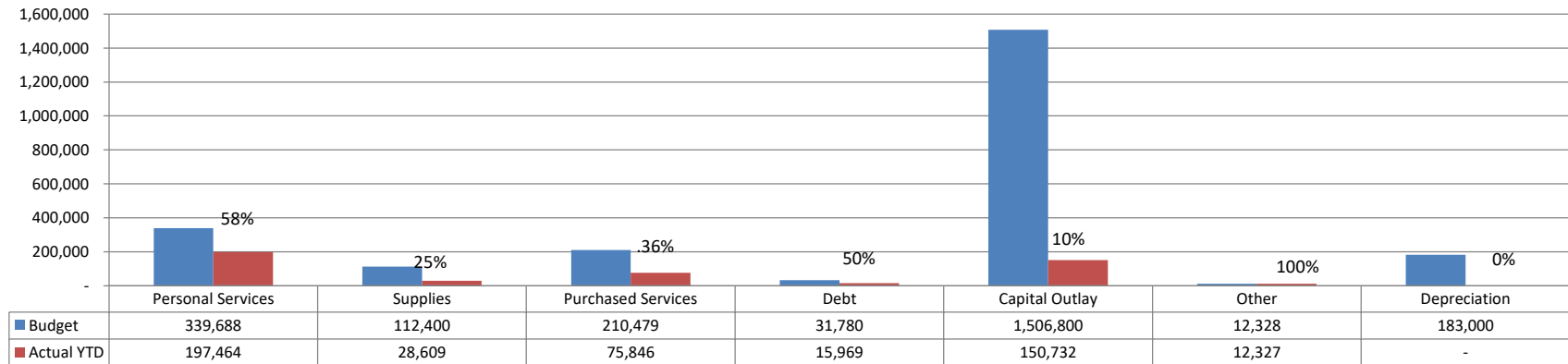
Water Fund 5210-Revenue vs Expenses



Water Fund-5210 - Expense Budget

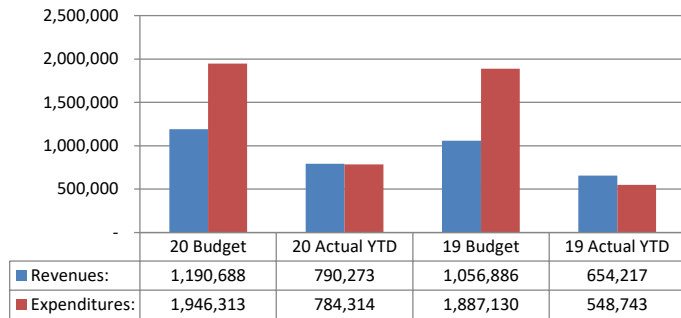


Water Fund 5210 -Expenses Budget vs Actual

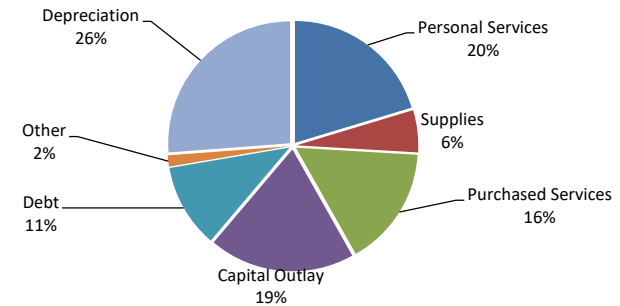


SEWER FUND (5310)

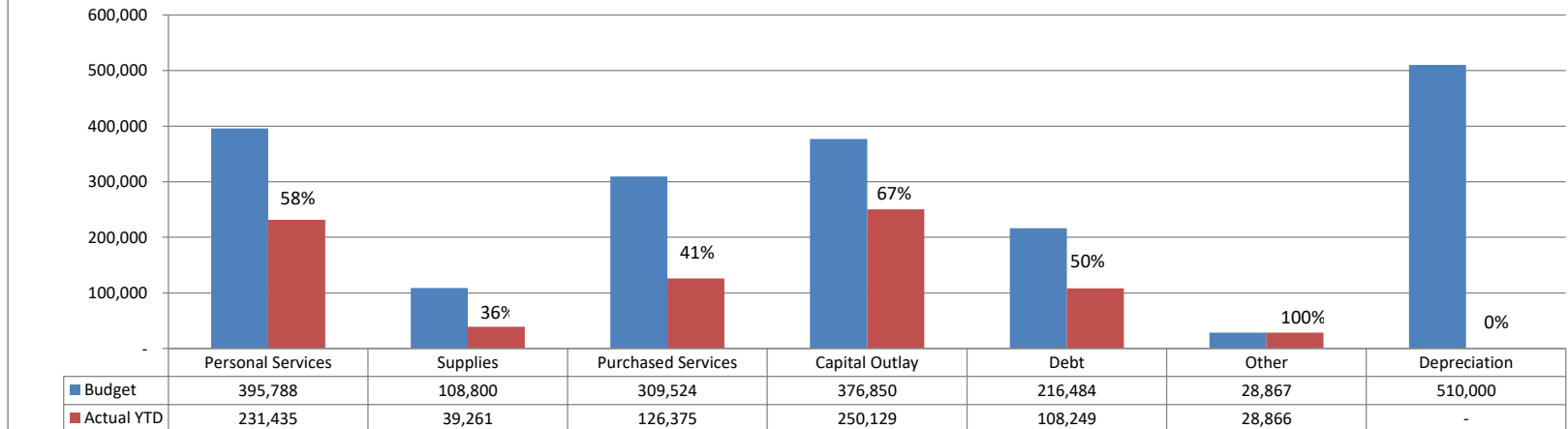
Sewer Fund 5310- Revenue vs Expenses



Sewer Fund-5310-Expense Budget



Sewer Fund-5310-Expenses Budget vs Actual



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CITY OF COLUMBIA FALLS
Cash Report
For the Accounting Period: 1/20

Item No. 7.

Report ID: L160

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
1000 GENERAL FUND						
101000 CASH/CASH EQUIVALENTS	274,776.88	164,499.29	377.08	0.03	174,759.53	264,893.69
102000 CASH - RESERVE	659,300.00	0.00	0.00	0.00	0.00	659,300.00
102015 Cash-Restricted for	24,183.56	0.00	0.00	0.00	0.00	24,183.56
102200 CASH - RESTRICTED DONATIONS	1,000.00	0.00	0.00	0.00	0.00	1,000.00
103000 CASH - CHANGE FUND/PETTY CASH	200.00	0.00	0.00	0.00	0.00	200.00
Total Fund	959,460.44	164,499.29	377.08	0.03	174,759.53	949,577.25
2310 TAX INCREMENT DISTRICT FUND						
101000 CASH/CASH EQUIVALENTS	392,394.73	57,578.28	0.00	0.00	0.00	449,973.01
2311 TEDD-INDUSTRIAL PARK						
101000 CASH/CASH EQUIVALENTS	41.68	1,458.39	0.00	0.00	0.00	1,500.07
102000 CASH - RESERVE	3,835.00	0.00	0.00	0.00	0.00	3,835.00
Total Fund	3,876.68	1,458.39				5,335.07
2372 PERMISSIVE MEDICAL LEVY						
101000 CASH/CASH EQUIVALENTS	7,074.85	18,556.76	0.00	0.00	0.00	25,631.61
102000 CASH - RESERVE	7,798.00	0.00	0.00	0.00	0.00	7,798.00
Total Fund	14,872.85	18,556.76				33,429.61
2394 BUILDING CODE ENFORCEMENT FUND						
101000 CASH/CASH EQUIVALENTS	13,218.70	2,498.81	0.00	0.00	8,967.16	6,750.35
102000 CASH - RESERVE	131,176.00	0.00	0.00	0.00	0.00	131,176.00
Total Fund	144,394.70	2,498.81			8,967.16	137,926.35
2400 SPECIAL LIGHTING DISTRICT FUND						
101000 CASH/CASH EQUIVALENTS	21,928.09	3,298.27	0.00	0.00	0.00	25,226.36
102000 CASH - RESERVE	20,772.00	0.00	0.00	0.00	0.00	20,772.00
Total Fund	42,700.09	3,298.27				45,998.36
2500 SPECIAL STREET MAINTENANCE DISTRICT FUND						
101000 CASH/CASH EQUIVALENTS	108,832.27	37,639.90	254.99	0.00	31,598.34	115,128.82
102000 CASH - RESERVE	86,109.00	0.00	0.00	0.00	0.00	86,109.00
Total Fund	194,941.27	37,639.90	254.99		31,598.34	201,237.82
2700 CEDAR CREEK TRUST						
101000 CASH/CASH EQUIVALENTS	41,053.44	1,465.81	0.00	0.00	0.00	42,519.25
102030 Cash/Investments-Restricted	1,093,543.89	0.00	0.00	0.00	0.00	1,093,543.89
Total Fund	1,134,597.33	1,465.81				1,136,063.14
2820 GAS TAX FUND						
101000 CASH/CASH EQUIVALENTS	91,648.19	7,885.42	0.00	0.00	1,398.46	98,135.15
2821 Special Road/Street Allocation Program						
101000 CASH/CASH EQUIVALENTS	517.48	0.00	0.00	0.00	0.00	517.48
2917 CRIME VICTIMS ASSISTANCE FUND						
101000 CASH/CASH EQUIVALENTS	0.00	663.00	0.00	0.00	663.00	0.00
2940 CDBG-HOME INVESTMENT PARTNERSHIP PROGRAM GRANT FUND						
101000 CASH/CASH EQUIVALENTS	120,508.00	0.00	0.00	0.00	0.00	120,508.00
3020 GO Street Improvements						
101000 CASH/CASH EQUIVALENTS	-1,150.28	9,266.06	0.00	0.00	0.00	8,115.78
102000 CASH - RESERVE	43,000.00	0.00	0.00	0.00	0.00	43,000.00
Total Fund	41,849.72	9,266.06				51,115.78
3534 SID 34 FUND - 5th Avenue Water Main						

02/06/20
09:04:13

CITY OF COLUMBIA FALLS
Cash Report
For the Accounting Period: 1/20

Item No. 7.

Report ID: L160

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
101000 CASH/CASH EQUIVALENTS	2,915.67	622.12	0.00	0.00	0.00	3,537.79
3536 SID 36 FUND - Talbott & 4th Avenue Water Main						
101000 CASH/CASH EQUIVALENTS	1,720.05	1,921.35	0.00	0.00	0.00	3,641.40
3538 SID 38 FUND - Riverwood						
101000 CASH/CASH EQUIVALENTS	12,292.54	5,011.53	0.00	0.00	14,899.64	2,404.43
102010 CASH - SID RESTRICTED BOND	17,000.00	0.00	0.00	0.00	0.00	17,000.00
Total Fund	29,292.54	5,011.53			14,899.64	19,404.43
4000 CAPITAL PROJECTS FUND - Building Improvements						
101000 CASH/CASH EQUIVALENTS	82,236.70	141.14	0.00	0.00	0.00	82,377.84
102000 CASH - RESERVE	27,010.00	0.00	0.00	0.00	0.00	27,010.00
Total Fund	109,246.70	141.14				109,387.84
4010 CAPITAL PROJECTS FUND - Parks Improvements						
101000 CASH/CASH EQUIVALENTS	158,601.23	437.81	0.00	0.00	0.00	159,039.04
102000 CASH - RESERVE	180,279.00	0.00	0.00	0.00	0.00	180,279.00
Total Fund	338,880.23	437.81				339,318.04
4020 CAPITAL PROJECTS FUND - General Equipment						
101000 CASH/CASH EQUIVALENTS	64,895.26	294.67	0.00	0.00	0.00	65,189.93
102000 CASH - RESERVE	163,194.00	0.00	0.00	0.00	0.00	163,194.00
Total Fund	228,089.26	294.67				228,383.93
4040 CAPITAL PROJECTS FUND - Street Construction						
101000 CASH/CASH EQUIVALENTS	302,066.09	520.60	0.00	0.00	0.00	302,586.69
102016 CASH-RESTRICTED RR STREET	100,900.00	0.00	0.00	0.00	0.00	100,900.00
Total Fund	402,966.09	520.60				403,486.69
5210 WATER ENTERPRISE FUND						
101000 CASH/CASH EQUIVALENTS	246,221.59	58,694.24	2.00	0.00	98,410.71	206,507.12
102222 CASH - Bond Reserve, 2005	35,308.00	0.00	0.00	0.00	0.00	35,308.00
102230 CASH - Surplus Capital	261,733.25	0.00	0.00	0.00	0.00	261,733.25
102240 CASH - Replacement &	386,754.00	0.00	0.00	0.00	0.00	386,754.00
103000 CASH - CHANGE FUND/PETTY CASH	150.00	0.00	0.00	0.00	0.00	150.00
Total Fund	930,166.84	58,694.24	2.00		98,410.71	890,452.37
5211 WATER CAPITAL EXPANSION						
102230 CASH - Surplus Capital	1,394,593.84	8,118.57	0.00	0.00	0.00	1,402,712.41
5310 SEWER ENTERPRISE FUND						
101000 CASH/CASH EQUIVALENTS	95,493.24	198,532.83	4,259.43	0.00	275,192.52	23,092.98
102220 CASH - Bond Reserve, 2000	183,940.00	0.00	0.00	0.00	0.00	183,940.00
102225 Cash-Bond Reserve - 2009 Series	72,111.25	0.00	0.00	0.00	0.00	72,111.25
102230 CASH - Surplus Capital	313,893.54	0.00	0.00	0.00	0.00	313,893.54
102235 CASH - Restricted WWTP	481,734.52	0.00	0.00	0.00	0.00	481,734.52
102240 CASH - Replacement &	200,000.00	0.00	0.00	0.00	0.00	200,000.00
103000 CASH - CHANGE FUND/PETTY CASH	150.00	0.00	0.00	0.00	0.00	150.00
Total Fund	1,347,322.55	198,532.83	4,259.43		275,192.52	1,274,922.29
5311 SEWER CAPITAL EXPANSION						
102230 CASH - Surplus Capital	827,160.70	7,816.25	0.00	114,300.00	0.00	720,676.95
7120 FIRE RELIEF DISABILITY/PENSION FUND						
101000 CASH/CASH EQUIVALENTS	22,695.59	5,364.60	0.00	0.00	22,668.21	5,391.98
7196 FLEXIBLE SPENDING ACCOUNT						

02/06/20
09:04:13

CITY OF COLUMBIA FALLS
Cash Report
For the Accounting Period: 1/20

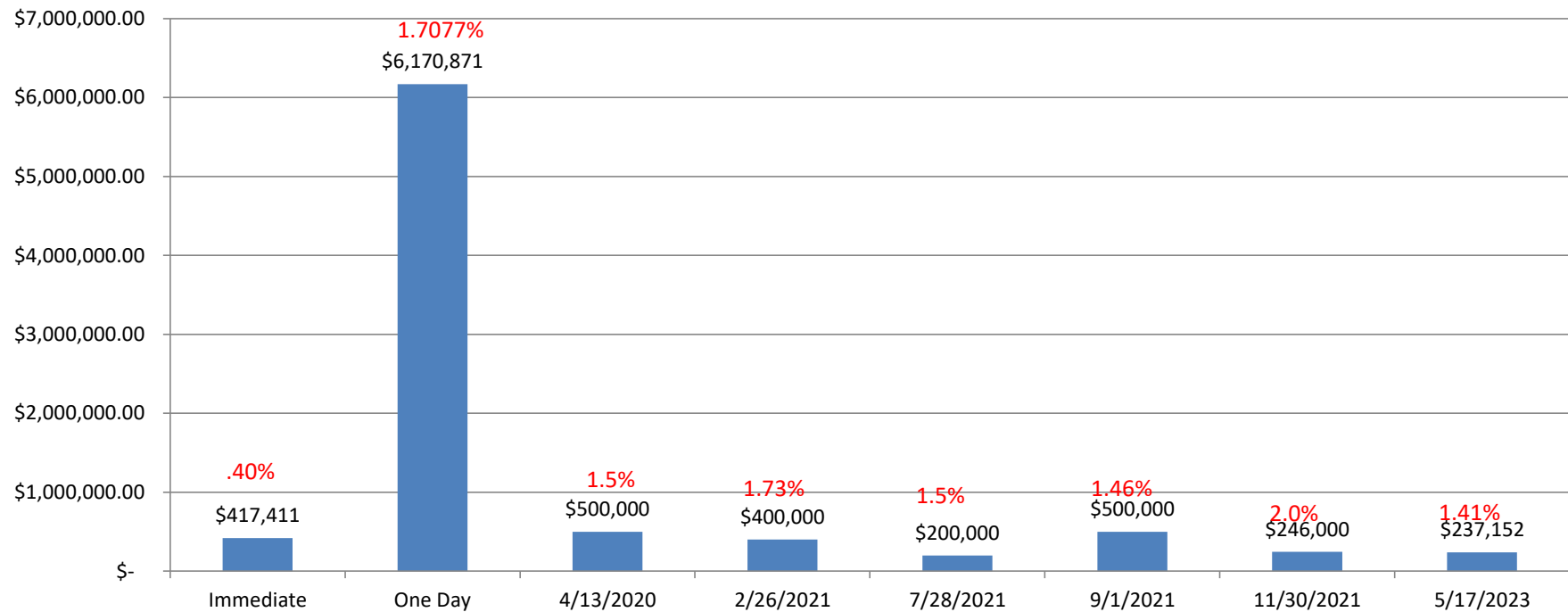
Item No. 7.

Report ID: L160

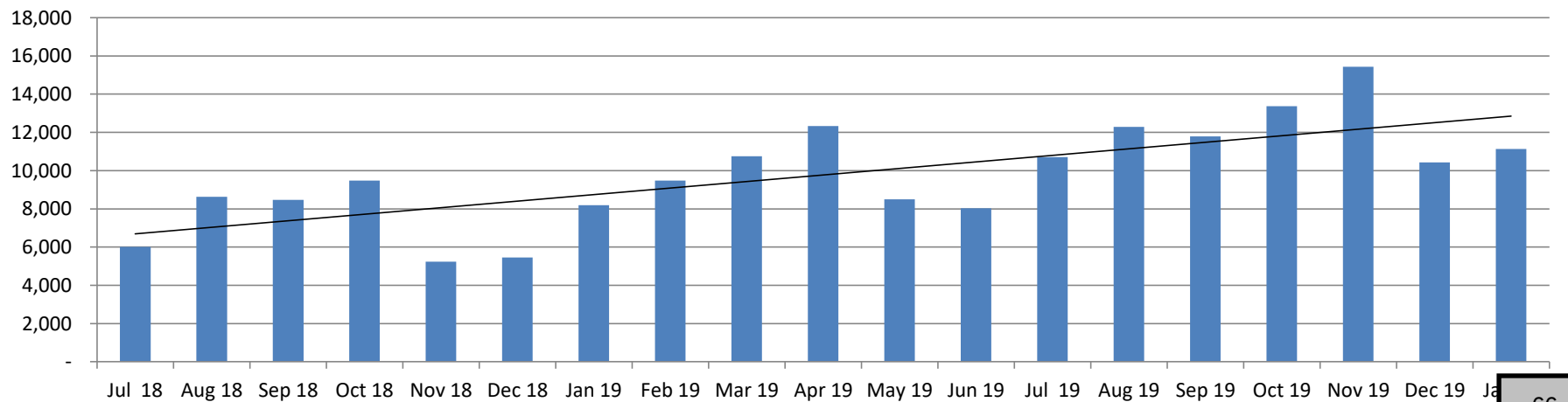
Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
105100 Amount held by Flex Plan	10,832.66	0.00	0.00	1,916.64	0.00	8,916.02
7910 PAYROLL FUND						
101000 CASH/CASH EQUIVALENTS	41,652.95	0.00	189,370.05	206,379.85	0.00	24,643.15
7930 CLAIMS FUND						
101000 CASH/CASH EQUIVALENTS	4,298.54	0.00	434,294.02	431,850.34	0.00	6,742.22
Totals	8,833,595.69	592,285.70	628,557.57	754,446.86	628,557.57	8,671,434.53

*** Transfers In and Transfers Out columns should match. There are a couple exceptions to this: 1) Canceled Electronic Checks and 2) Payroll Journal Vouchers that include local deductions set up with receipt accounting. Please see cash reconciliation procedure in manual or call for more details.

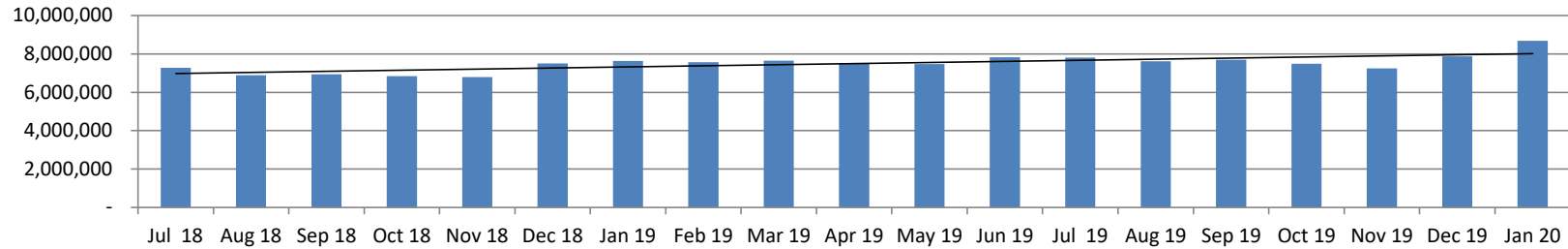
Cash Balance as of January 31, 2020 - By Maturity Date



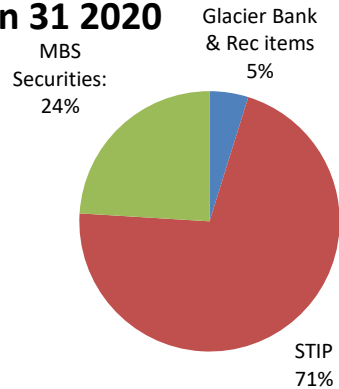
Interest Earnings - July 18 - Jan 2020



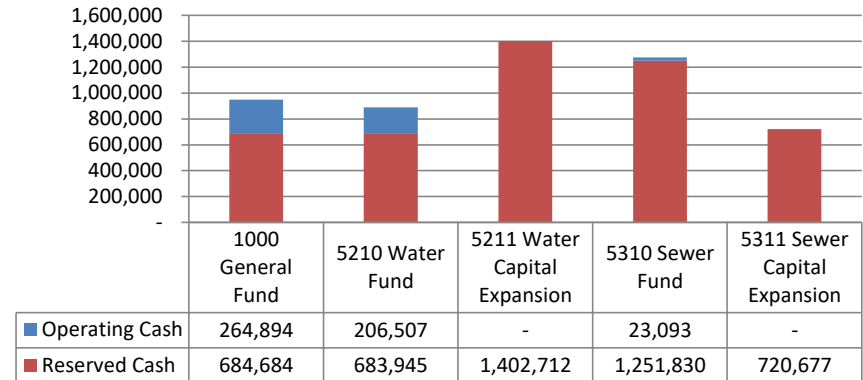
Cash Balance Trend



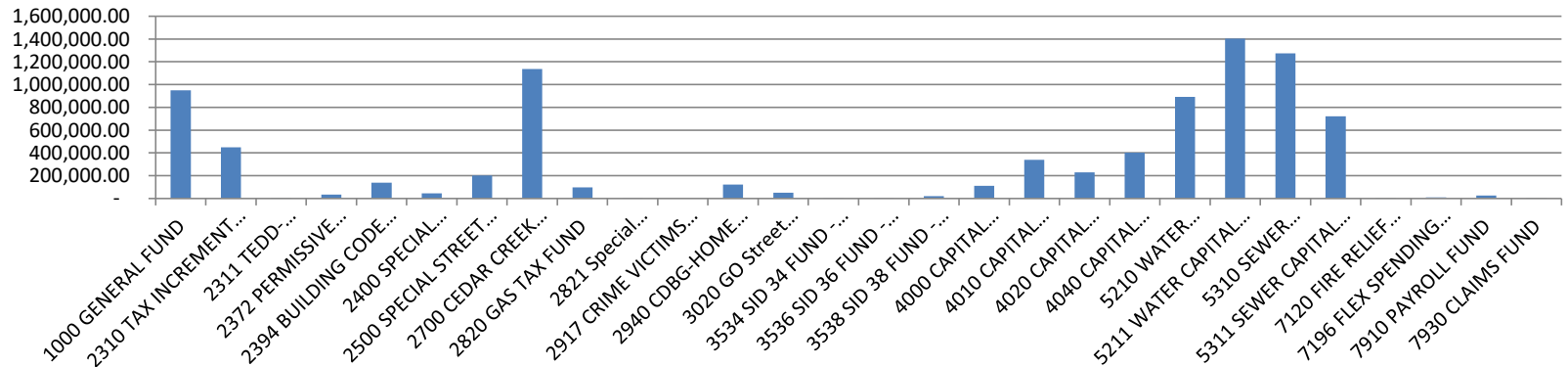
Cash by Custodian on Jan 31 2020



Operating Cash & Reserve Cash



Total Cash by Fund - January 31, 2020

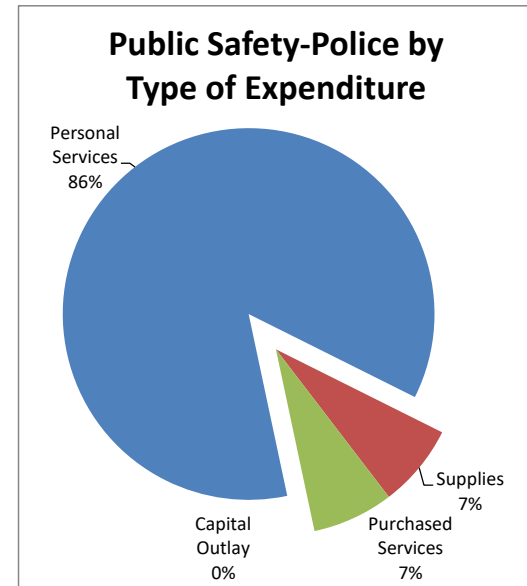


City of Columbia Falls FY20 Financials
Through January 2020
Public Safety-Police

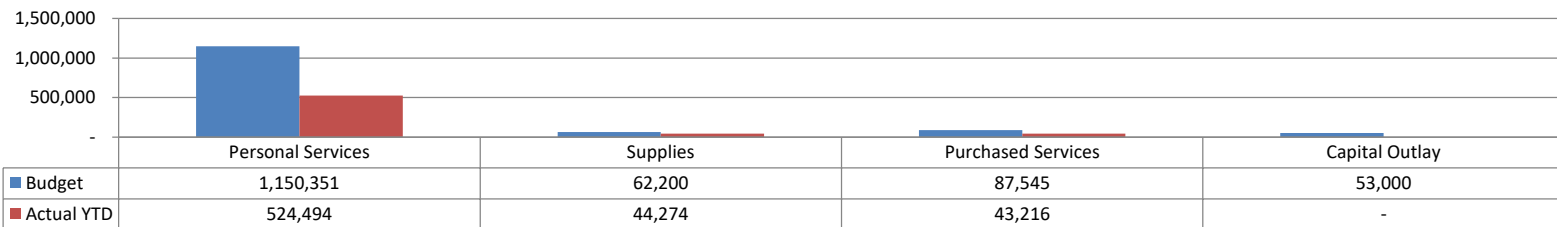
Item No. 7.

Public Safety-Police

Fund	Object	Description	Budget	YTD Actual	Variance	% of Budget
GENERAL FUND	110	Salaries and Wages	630,157	333,323	296,834	52.90%
	120	Overtime	50,898	24,114	26,784	47.38%
	121	Overtime - STEP	13,262	4,954	8,308	37.35%
	122	Overtime - Stonegarden	6,000	-	6,000	0.00%
	140	Employer Contributions	132,865	69,200	63,665	52.08%
	145	Police-State Contribution	157,533	-	157,533	0.00%
	180	Health Insurance	149,796	87,164	62,632	58.19%
	190	Deferred Comp	9,840	5,740	4,100	58.33%
	210	Office Supplies	3,000	1,872	1,128	62.39%
	211	Small Equipment - Stonegarden	15,000	14,991	9	99.94%
	212	Small Equipment < \$5,000	16,500	9,162	7,338	55.53%
	220	Operating Supplies	3,200	4,578	(1,378)	143.07%
	226	Clothing/Uniforms	2,500	2,554	(54)	102.15%
	231	Gas & Oil	21,000	10,996	10,004	52.36%
	232	Vehicle Parts	1,000	120	880	12.02%
	310	Postage & Freight	600	203	397	33.80%
	335	Membership & Dues	8,320	8,487	(167)	102.01%
	338	Meals for Prisoners	25	-	25	0.00%
	341	Electric Utility	500	238	262	47.60%
	344	Gas Utility	1,100	356	744	32.41%
	345	Phone & Fax	14,000	7,901	6,099	56.44%
	355	Data Processing Services	12,000	2,801	9,199	23.34%
	360	Maintenance & Repair	1,500	-	1,500	0.00%
	361	Motor Vehicle M & R	12,000	7,858	4,142	65.48%
	363	Office Maintenance/Agreements	9,000	3,824	5,176	42.49%
	370	Travel & Lodging	1,000	-	1,000	0.00%
	380	Training & Certification	20,000	9,781	10,219	48.91%
	390	Other Purchased Services	4,000	725	3,275	18.12%
	399	Other Contracted Services	3,500	1,042	2,458	29.77%
	940	New Machinery & Equipment	53,000	-	53,000	0.00%
			1,353,096	611,984	741,112	45.23%



Public Safety-Police-Budget to Actual Expenditures by Type

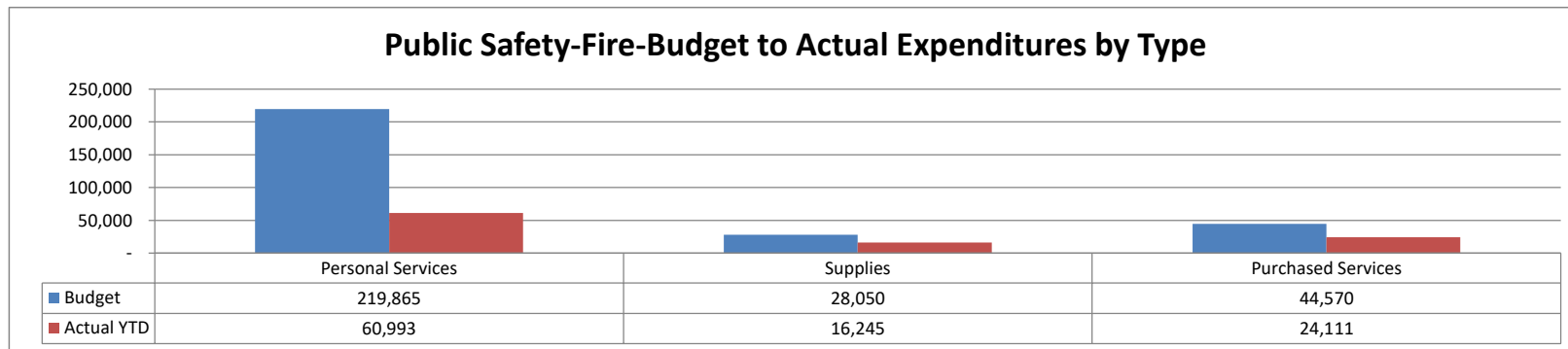
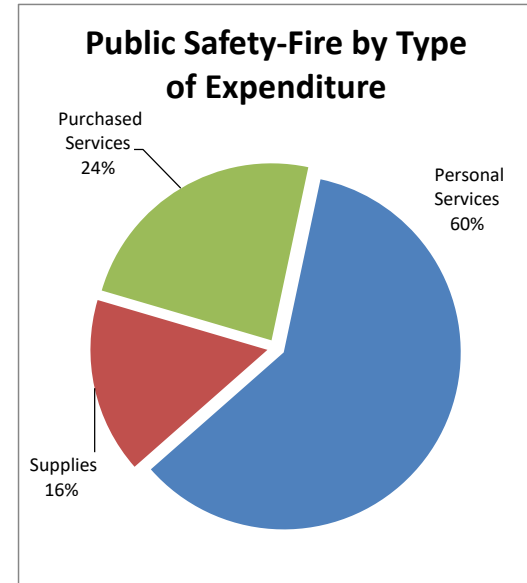


City of Columbia Falls FY20 Financials
Through January 2020
Public Safety-Fire

Item No. 7.

Public Safety-Fire

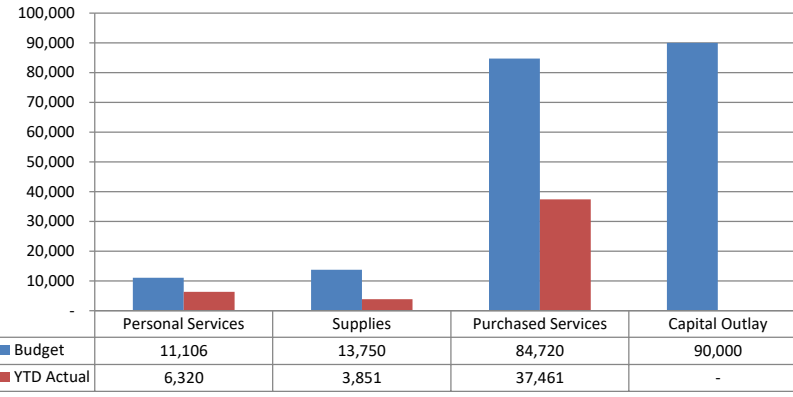
Fund	Object	Description	Budget	YTD Actual	Variance	% of Budget
GENERAL FUND	110	Salaries and Wages	85,585	42,324	43,261	49.45%
	140	Employer Contributions	19,998	10,213	9,785	51.07%
	146	Fire-State Contribution	27,910	-	27,910	0.00%
	180	Health Insurance	17,238	8,456	8,782	49.05%
	210	Office Supplies	750	435	315	58.02%
	212	Small Equipment < \$5,000	7,000	3,618	3,382	51.68%
	220	Operating Supplies	6,500	2,343	4,157	36.05%
	226	Clothing/Uniforms	8,000	7,200	800	90.00%
	231	Gas & Oil	4,300	2,224	2,076	51.73%
	232	Vehicle Parts	1,000	325	675	32.53%
	240	Repair & Maintenance Supplies	500	99	401	19.82%
	310	Postage & Freight	200	116	84	58.09%
	330	Subscriptions & Books	250	508	(258)	203.33%
	335	Membership & Dues	300	250	50	83.33%
	341	Electric Utility	3,300	1,752	1,548	53.09%
	342	Water & Sewer	420	230	190	54.84%
	344	Gas Utility	6,400	1,921	4,479	30.02%
	345	Phone & Fax	4,000	1,717	2,283	42.92%
	355	Data Processing Services	200	-	200	0.00%
	360	Maintenance & Repair	3,000	2,643	357	88.10%
	361	Motor Vehicle M & R	10,000	5,792	4,208	57.92%
	366	Building Maintenance & Repair	2,000	1,520	480	75.98%
	380	Training & Certification	3,000	1,013	1,987	33.76%
	390	Other Purchased Services	2,500	756	1,744	30.25%
	394	Sampling & Testing	6,000	5,574	426	92.90%
	399	Other Contracted Services	3,000	318	2,682	10.61%
FIRE RELIEF DISAB	130	Employee Benefits	69,134	-	69,134	0.00%
			292,485	101,348	191,137	34.65%



Facilities by Type of Expenditure

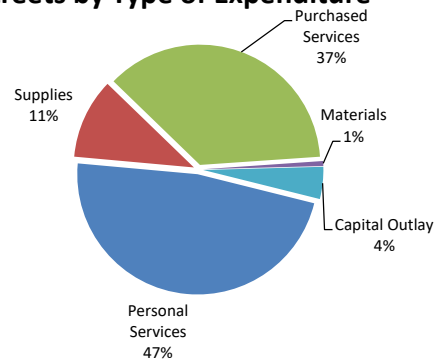


Facilities - Budget to Actual by Category

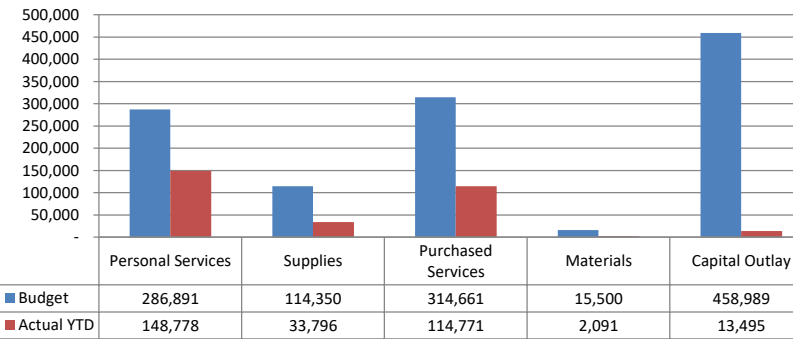


YTD as % of
Budget
23.87%

Streets by Type of Expenditure

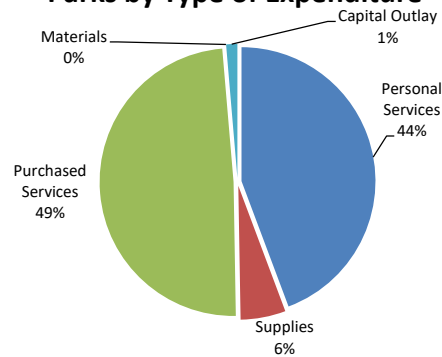


Streets - Budget to Actual by Category

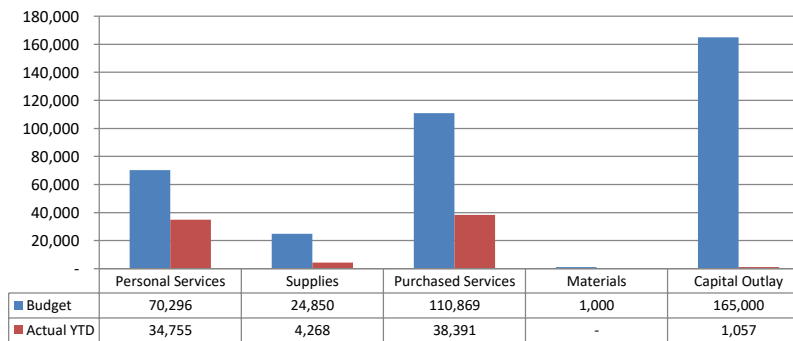


YTD as % of
Budget
26.29%

Parks by Type of Expenditure

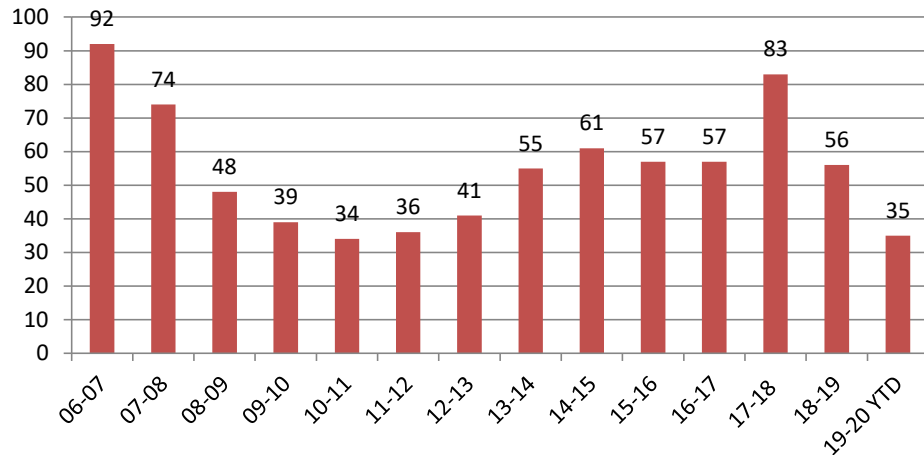


Parks - Budget to Actual by Category

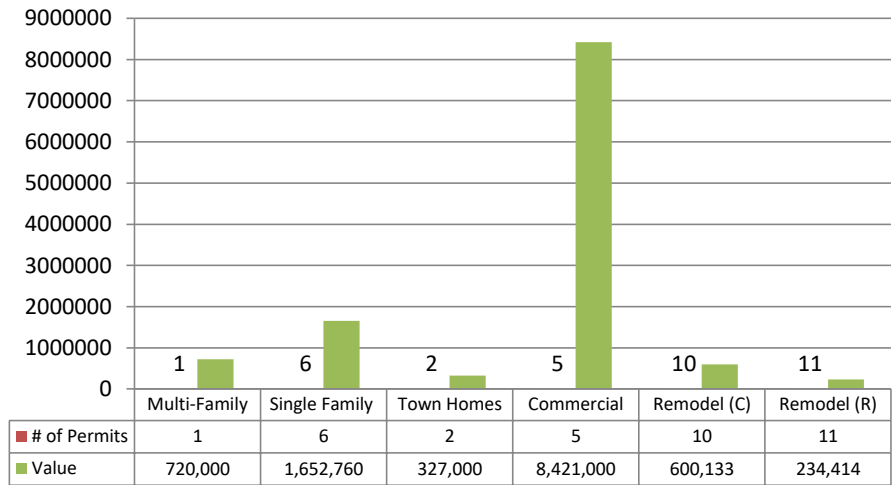


YTD as % of
Budget
21.09%

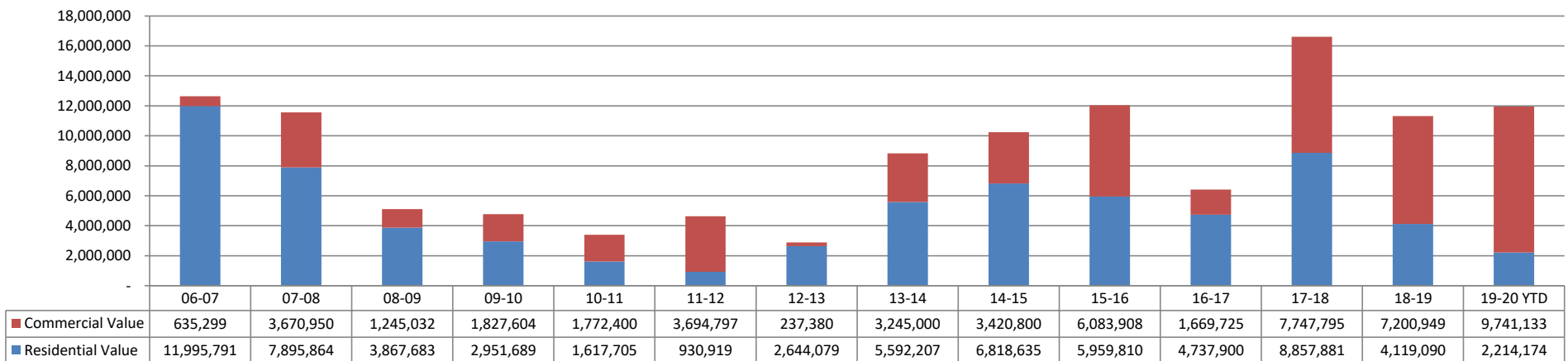
permits



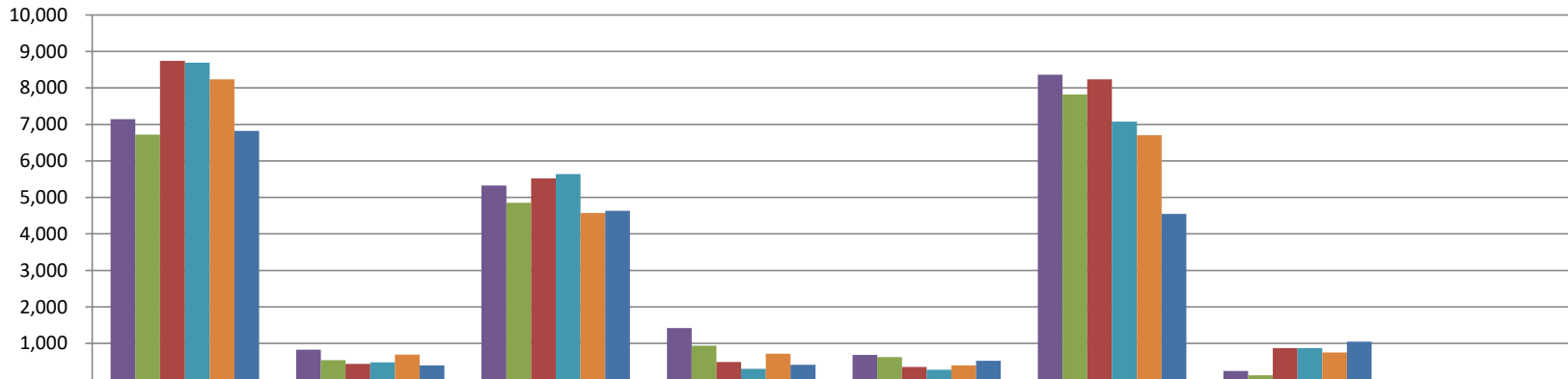
Permits for FY20 through Jan 2020



Residential & Commercial Value by Fiscal Year

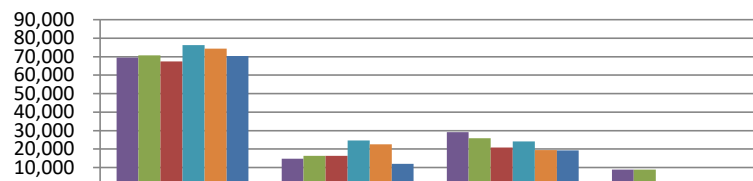


Swimming Revenues by Type by Calendar Year



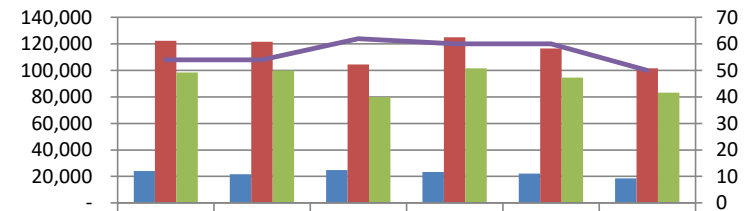
	Swimming Pool User Fees	Pool Concession Fees	Swim Lessons	Individual Swim Pass	Lap Swim Pass	Family Swim Pass	Pool Parties	Swim Team Agreement
14 Season	7,148	834	5,327	1,424	691	8,359	250	10
15 Season	6,726	540	4,850	936	625	7,823	125	10
16 Season	8,744	445	5,525	488	360	8,232	875	10
17 Season	8,693	485	5,640	304	278	7,073	875	10
18 Season	8,232	698	4,578	724	400	6,707	750	10
19 Season	6,826	398	4,635	416	524	4,550	1,050	10

Swimming Expenditures by Type by Year

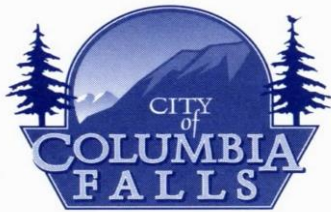


	Personal Services	Supplies	Purchased Services	Capital Outlay
14 Season	69,569	14,746	29,216	8,850
15 Season	70,683	16,292	25,791	8,850
16 Season	67,473	16,241	20,754	
17 Season	76,227	24,576	24,145	
18 Season	74,433	22,641	19,522	
19 Season	70,373	11,988	19,301	

Revenues/Expenditures/Tax Subsidy by Year



	14 Season	15 Season	16 Season	17 Season	18 Season	19 Season
Revenues	24,042	21,635	24,679	23,358	22,098	18,409
Expenditures	122,381	121,615	104,468	124,949	116,596	101,662
Tax Subsidy	98,339	99,980	79,789	101,591	94,497	83,253
Days open	54	54	62	60	60	50



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

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

February 13, 2020

To: Mayor & Council

From: City Manager Susan Nicosia

RE: Approval of 3 year Collective Bargaining Agreement – Columbia Falls Fraternal Order of Police Lodge #6 (FOP)

The attached Collective Bargaining Agreement (CBA) reflects the result of intense negotiations that began August 21, 2019. The City and the Police Department reached tentative agreement on January 15, 2019. The Police Department union members recently voted to approve the tentative agreement and it is now coming forward for final approval by the City Council. As this was a first-time CBA with the FOP, negotiations for this contract were lengthier and resulted in significant discussion. The result of these discussions is cleaned up or clarified language in the contract.

Salary was negotiated based on the results of the salary survey and the City's desire to attract and retain good employees as reviewed with the Salary/Negotiation's Committee. Article 10 – Salary Schedule, Benefits, Incentives and Insurance had the most discussion. The wage schedules reflect a 2% Step and 3% increase each year. The wage schedules have been modified to reflect a 20 Step schedule and reflect position/grade specific to the police department union positions.

Article 10 D. Overtime for the sworn employees was modified from over 86 hours, original FLSA 207k provisions, to 84 hours. Changes were made to the Shift Differential, from three shift differentials at three differing rates to one shift differential at \$1.00 per hour for any shift starting after 5 p.m. Clarified training officer stipend and adjusted POST certification pay. Insurance contributions remained the same as did the uniform allowance. The vest replacement dollar amount was replaced with a Level II vest or higher as approved by the Police Chief.

Council Action Requested: Approve the 3- year Collective Bargaining Agreement July 1, 2019 – June 30, 2022 with Columbia Falls Fraternal Order of Police Lodge #6 and authorize City Manager to sign.

COLLECTIVE BARGAINING AGREEMENT

Between
CITY OF COLUMBIA FALLS
And
THE COLUMBIA FALLS FRATERNAL
ORDER OF POLICE LODGE # 6

July 1, 2019 - June 30, 2022

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THE CITY OF COLUMBIA FALLS
And
THE COLUMBIA FALLS FRATERNAL ORDER OF POLICE LODGE #6

COLLECTIVE BARGAINING AGREEMENT

This Agreement is made and entered into by and between the Columbia Falls Fraternal Order of Police, hereinafter referred to as the "Union," and the City of Columbia Falls, hereinafter referred to as the "City," as follows:

GENERAL PURPOSE OF THIS AGREEMENT

The general purpose of this Agreement is to promote harmony among employees, efficiency in operations, and provide methods which will further to the fullest extent possible the safety of citizens, economy of operations, quality of protection, elimination of waste and protection of life and property. It is recognized by this Agreement to be the duty of the Union and the City to cooperate fully, individually and collectively, for the advancement of these conditions.

ARTICLE 1 - RECOGNITION

The City recognizes the Union as the Exclusive Representative for all employees of the Police Department, excluding confidential employees, supervisors, short-term, and temporary employees.

ARTICLE 2 - UNION MEMBERSHIP

The Union shall abide by all applicable laws with respect to membership. The amount of monthly fees or dues shall be determined solely by the Union. The Union shall provide the City with an appropriate dues deduction form.

The Union shall indemnify, defend and hold the City harmless against any claim made and against any suit instituted against the City, including attorney's fees and costs of defense thereof, on account of any action taken in accordance with this Article.

The City shall deduct union dues from the pay check of each employee twice a month for one-half (1/2) of the designated monthly amount and forward it to the Union.

ARTICLE 3 - EMPLOYEE GRIEVANCE PROCEDURE

- A. A grievance is any dispute regarding the interpretation of the provisions contained in this Agreement.
- B. The Union will certify in writing to the City all employees designated as Stewards. A Steward shall be granted paid release time to attend any meeting requested by the City or required by this Agreement that is scheduled during the Steward's work hours. A Steward and a grievant

may be granted paid release time to discuss a grievance during work hours at the of the City. Item No. 9.

- C. Failure to comply with the established formal procedures provided in this Article shall constitute a waiver to continue the grievance process by the Union. If the City fails to respond to a grievance, it shall be automatically moved to the next step. Time limits may be extended through written agreement of the Union and the City.

Process:

- Step 1: An employee who has a grievance, shall not later than fourteen calendar days of its occurrence, with or without the Steward present, orally discuss the grievance with his/her immediate supervisor. If the grievance remains unresolved see Step 2.
- Step 2: Not later than fourteen calendar days following the oral discussion of the grievance, the employee and the steward shall present the grievance to the Chief of Police. The grievance shall be presented and responded to using the form provided as Addendum B. The Chief of Police shall attempt to resolve the grievance and shall report this adjustment in writing to the Steward not later than fourteen calendar days of the receipt of the grievance. If the grievance remains unresolved:
- Step 3: Not later than fourteen calendar days of the date of the Chief of Police's reply, the Steward shall present the written grievance, along with the Union's reason for non-acceptance to the City Manager or his/her designee. The City Manager or his/her designee shall attempt to resolve the grievance and shall respond to the Steward not later than fourteen calendar days.
- Step 4: If the grievance is not resolved at Step 3, the Union may, not later than fourteen calendar days of the City Manager's or his/her designee's response, notify the City of the intention to take the grievance to final and binding arbitration. The Union shall request the Board of Personnel Appeals to provide a list of seven arbitrators. The parties shall, not later than fourteen calendar days of the receipt of the list, select the arbitrator by the method of alternately striking names with the Union striking the first name. The final name left on the list shall be the arbitrator.

The arbitrator chosen will be contacted immediately and asked to start proceedings at the earliest possible date. Not less than 20 calendar days prior to the hearing, the arbitrator shall resolve all procedural arbitrability issues submitted by that time and may, by mutual agreement, decide substantive arbitrability issues. The arbitrator's decision shall be final and binding on both parties, and he/she shall be requested to issue his/her decision not later than 30 calendar days after the conclusion of the proceedings, including filing of briefs, if any. Expenses for the arbitration shall be borne equally by the City and the Union.

The Arbitrator shall have no authority to add to, subtract from or otherwise modify the terms of this Agreement.

- D. Other persons may replace any position mentioned in the above procedure, so long as the other party is notified in advance.
- E. The act of filing such a grievance shall constitute the employee's authorization to the City to reveal to the participants in the grievance procedure any and all information available to the City relating to said grievance. Such filing shall further constitute a release of the City from any and all claimed liability by reason of such disclosure.
- F. Time limits at any stage of the grievance procedure may be extended by written mutual agreement of the parties at that step.
- G. Election of Remedy: All disputes, controversies or claims arising out of or relating to this Agreement must first proceed through the grievance procedure of this agreement before advancing to arbitration or an alternative review process. To the extent allowed by law, when a grievance is submitted to arbitration, that procedure shall be deemed the exclusive method of resolving the dispute. Police Officers may opt to appeal a discipline or discharge to the Police Commission and seek judicial review under the provisions of 7-32-4164, MCA. The initiation of one of these appeal processes shall be deemed an irrevocable selection of that process to the exclusion of the other.

ARTICLE 4 - HOURS OF WORK

- A. Schedule: The Chief of Police shall schedule the beginning and ending times for all shifts and overtime. Except in cases of an emergency, shifts shall not be changed without at least two (2) days' notice or the employee agrees to such change. Whenever possible, within the constraints of manpower, the Chief of Police shall prioritize nights for scheduling two officers on duty. In an effort to allow the City to develop alternate work schedules, the City may establish a work week within the requirements and allowances of Section 207(k) of the Fair Labor Standards Act and 29 CFR Part 553. The parties will meet and confer at the request of either party on scheduling.
- B. Change in Schedule: Except in case of an emergency, the City will attempt to notify an employee of a change in his or her regular work schedule, by personal delivery of such notice at least 48 hours in advance.

ARTICLE 5 - MANAGEMENT PREROGATIVES

The employer retains all rights and privileges of the City to operate and manage their affairs in such areas as, but not limited to: direct employees; hire, promote, transfer, assign and retain employees; relieve employees from duties because of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive; maintain efficiency of operations; determine the methods, means, job classification, and personnel by which City operations are to be conducted; take whatever actions may be necessary to carry out the missions of the City in situations of emergencies; establish the methods and processes by which work is performed.

ARTICLE 6 - NO STRIKE

Item No. 9.

It is unlawful for a police officer to strike or recognize a picket line of a labor organization while in the performance of official duties. The term "strike" means a refusal to report for duty, a willful absence from duty, stoppage of work or departure from the full, faithful, or proper performance of duties of employment.

ARTICLE 7 - SCOPE OF AGREEMENT

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, for the life of this Agreement, the City and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter whether or not specifically referred to or covered in this Agreement, even though such subjects may not have been within the knowledge or contemplation of either or both parties at the time they negotiated this Agreement. If the parties agree to open a subject for negotiations during the term of the Agreement, then that mutually agreed upon subject may be negotiated.

ARTICLE 8 - SENIORITY

- A. The City and the Union recognize the principle of seniority. After the probationary period is satisfied, employees shall be given seniority from their original date of hire. Seniority shall be determined based on date of hire. Efficiency of operations shall be the determining factor in regard to promotions and transfers within the department. In the application of seniority for any reason, skill and ability to perform the work will be the governing factor. The Chief of Police shall be the sole judge of skills and ability. If skills and ability are equal, then seniority shall be the determining factor. Seniority for the purposes of layoff and recall shall be by department seniority. Seniority will begin from the employee's most recent date of employment. For purposes of layoff, seniority shall be the sole determining factor; the only exceptions being documented incompetence and/or a serious established disciplinary problem.
- B. Seniority with the City shall terminate for the following reasons:
 - 1. Termination;
 - 2. Discharge;
 - 3. Resignation;
 - 4. Retirement;
 - 5. Layoff for more than two years; or
 - 6. Failure to return to work after layoff and recall by the City within ten working days.

ARTICLE 9 - PROBATIONARY PERIOD

The probationary period shall be one year from the date of last hire with the City, except for Police Officers it shall begin from the date of last hire with the City as a Police Officer or as provided by 7-32-4110, MCA in the case of a returning Officer.

ARTICLE 10 - SALARY SCHEDULE, BENEFITS, INCENTIVES AND INSURANCE

- A. Wage: The attached addendum to this Agreement will be a salary schedule Addendum "A" which outlines the wage schedule for all employees of the City Police Department.
- B. Step Increases:
 - 1. A step increase shall be granted each year, effective on the employee's anniversary date upon completion of the employee's annual performance evaluation.
 - 2. When an employee is promoted, or if an employee's job description is regraded to a higher grade, the newly graded employee will be granted a step wage amount that is six steps higher than the step wage amount paid at the former grade. The employee will then progress up the scale on the employee's promotion date anniversary.
 - 3. Education and Experience Steps:
 - a. After completion of the first year of employment, the employee may request a grant of additional steps based upon experience or education attained prior to the current employment with the City. Such additional steps may be granted only with the written authorization of the City Manager, after a recommendation by the individual employee's department head to the City Manager.
 - (1) Such additional steps may be granted only if the following conditions are met in their entirety:
 - (a) The prior experience and/or education is shown on, or accompanying the job application submitted for the current employment;
 - (b) The prior experience and/or education is documented by the employee and verified in writing by the individual employee's department head;
 - (c) The prior experience and/or education is specifically related to the work described for the individual employee's current job description.
 - (2) The employee may be granted additional steps within one of the following limits:
 - (a) Two additional steps may be granted for prior experience that totals at least five years earned with, not more than two employers, within a period of six continuous years, or two additional steps may be granted for a maximum of one associate's degree earned by the employee from an accredited institution.

- (b) Four additional steps may be granted for prior experience at least ten years earned with, not more than three employees, or a period of twelve continuous years, or four additional steps may be granted for a maximum of one bachelor's degree earned by the employee from an accredited institution. Item No. 9.

4. New Education Steps:

Any employee wishing to complete an advanced college degree shall submit to the Department Head a written request for such training describing the content, schedule, cost and reasons for the course of study before enrolling for the education courses. Determination as to the applicability of the education to his/her present or anticipated work assignment will be made on an individual basis.

The Department Head shall review any request for education and will submit his/her recommendation to the City Manager for approval. Reimbursement will be made only for tuition, registration fees and lab fees upon successful completion of the education.

If approved, the employee may elect to forego reimbursement and receive two (2) steps for an Associate's Degree and four (4) steps for a Bachelor's degree.

C. Shift Differential:

Employees which are normally scheduled to work shifts at 5:00 p.m. or later shall receive shift differential for all hours worked.

1. Employees shall receive one dollar (\$1.00) per hour for all hours worked.
2. Overtime: When an employee works an overtime shift, they shall have this differential pay calculated at the rate of one and one-half times.

D. Overtime Compensation:

1. Non-sworn employees shall receive overtime for work performed in excess of forty hours per week at one and one-half times (1 ½) the employee's regular rate of pay. All overtime will be authorized in advance by the Chief of Police or his/her designee.

Sworn employees shall receive overtime pay at one and one-half (1½) times their rate of pay for all hours worked in excess of eighty-four (84) hours in a two-week pay period. All overtime will be authorized in advance by the Chief of Police or his/her designee.

2. Upon agreement between the City and the employee, a nonexempt employee may receive compensatory time in lieu of overtime pay in accordance with the provisions of the Fair Labor Standards Act. Compensatory time will accrue at the rate of one and one-half times the hourly rate for each one hour of overtime worked. The compensatory time will be taken off at a time agreed upon by the employee and the Police Chief or his/her designee. Each employee shall be able to accumulate up to 160 hours of compensatory time as a running total. An employee has the right to maintain up to 160 hours of compensatory time until his/her separation from the City, at which time it will be compensated by pay at the regular hourly rate for each hour of accrual. - 81 -

compensatory time hours. However, the City may from time to time employees for any or all unused compensatory time credits.

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- E. Call Out: Employees called out to work, except at times when such extends a regular work day, shall be paid for a minimum of three hours at a rate of 1 ½ times the regular rate of pay.
- F. Meals and Lodging: The City will reimburse bargaining unit employees for expenses for travel which is authorized in advance by the Chief of Police. Expenses which may include mileage, meals and lodging will be reimbursed at rates as set by City Council.
- G. Uniform Allowances:
 - 1. Bullet Resistant Vests:
 - a. Newly Hired Officers: The City shall purchase a bullet resistant vest which shall remain the property of the City unless purchased by the employee for its fair market value. Employer shall purchase a Level II vest or higher as approved by the Police Chief.
 - b. Current Employees: The City will purchase a replacement of an Officer's vest, Level II or higher as approved by the Police Chief, every five years or as needed through no fault of the Officer the vest becomes unusable and before the manufacturer's warranty expires.
 - 2. Uniforms:
 - a. Newly Hired Employees: Each probationary employee will receive a prorated uniform allowance based on 1/12 of the allowance for each whole month of employment between the start month and September 1st. The City will recoup through a reduction of any payment due to the employee a prorated amount of such allowance should a probationary employee separate from the City within 12 months of the payment of an allowance.
 - b. Nonprobationary Employees: Not later than September 1 of each year, each nonprobationary employee will receive a uniform allowance, from which required withholdings will be made. Officers will receive \$1,000.00 per year.
 - c. Should an employee separate from the City prior to 12 months after receiving any such allowance, the City may obtain a prorated repayment through deduction from compensation due the employee. Should the City be required to take action to obtain such repayment, the cost of such action may be added to the prorated amount due. Employees shall promptly return all items issued by the City prior to the issuing of a final pay check.
- H. Training Officers: When specifically assigned by the Chief as a certified instructor, who provides training for Reserves and other employees shall be compensated \$1.50 per hour of time performing such assignment or preparing to perform such assignment.

Field Training Officers shall be compensated \$1.50 per hour, added to the employee's regular pay, while performing such work or completing needed documents.

- I. Retirement: The City offers a VEBA program, per the provisions of City policy w
modified from time to time by the City Council.
- J. POST Certification: Upon receipt of appropriate evidence that an Officer has attained one of the following certifications from POST, the City will beginning with the Officer's next pay period apply the single stipend below which represents the Officer's level of certification:

 - Intermediate.....\$0.20 per hour
 - Advanced.....\$0.40 per hour
- K. Court Appearances: Employees scheduled for court appearances in City Court or any other Court when such duty is not attached to the beginning or ending of a regular work shift, shall be paid a minimum of three hours at a rate of pay 1 ½ times the regular rate of pay.
- L. Insurance:

The City will contribute up to the following amounts per month for each employee enrolled in the City's Medical Insurance Plan:

Single Coverage	\$ 608
Employee/spouse	\$1,208
Employee/children	\$1,134
Family Coverage	\$1,665

An employee that provides proof of insurance will receive \$416, less applicable state or federal withholding, in the City's deferred compensation plan.

Changes:

- a. Enrollment: An employee may make changes to his or her enrollment status during the enrollment period or special enrollment periods established by the insurance carrier.
- b. City's contribution: The City will increase its single coverage, employee/spouse or employee/children coverage or family coverage contributions by that amount it increases its contributions for a majority of other City employees

ARTICLE 11 - EMPLOYMENT CONDITIONS

- A. Fitness for Duty: Each employee is required to maintain both physical and mental ability to perform his or her assignment. The City may order, at its expense, an employee to undergo an examination by a licensed practitioner of its choice and obtain and present to the City a certificate that the employee is able to perform the duties of his or her position when warranted due to critical incident or injury.

- B. Personal Affairs: Each employee is required to manage his/her personal affairs, f otherwise, so as not to burden the City. Garnishment and/or assignments shall be the City pursuant to law. Item No. 9.
- C. Payroll Deductions: Each employee is required to sign a written authorization for payroll deductions for all monies owed to the City or to be submitted to any other person. Forms will be furnished by the City.
- D. Fidelity Bond: In the event the City desires to bond the employees, every employee is expected to furnish any and all information required by the bonding company when contacted.
- E. Driver's License: When an employee has his/her driver's license suspended, the City may suspend his/her employment for the period which the employee cannot legally operate a vehicle, provided the operation of a vehicle is essential to the performance of the employee's work assignment.
- F. Break in Service: A period of time in excess of five working days when the employee has served continuous employment. A break in service could result from a termination or resignation or could be an absence of more than five working days in a row without an approved leave of absence.

ARTICLE 12 - LEAVE OF ABSENCE

Leave Without Pay: The City may, at its sole discretion, grant leave without pay to any City employee upon his/her request provided that leave does not extend beyond nine months. An employee returning from such leave shall return to his/her original position with no penalty for such leave, except that seniority shall not be accrued for any such leave in excess of thirty consecutive days, unless the employee is off work due to a job related illness or injury. An employee who fails to return to work within five days of the established end of the leave of absence shall forfeit rights of return. Leave of absence may not be used for employment other than the City of Columbia Falls.

ARTICLE 13 - RESIGNATION, DISCIPLINE AND DISCHARGE

- A. Resignation: Except in cases of an emergency, bargaining unit members shall receive at least four weeks advance notice before a layoff for reason of economy. As much advance notice as is possible will be given prior to a layoff due to a lack of work. An employee voluntarily resigning must give fourteen calendar days written notice in advance of such termination.
- B. Discipline and Discharge: The City may discipline or discharge a probationary employee in its sole discretion and there shall be no appeal through on involving any provision of this Agreement. Upon receipt of an allegation of a performance deficiency of a nonprobationary employee which the City believes may result in punitive action, the City will:
1. Provide due process by:

- a. Notifying the employee in writing of the allegation, then
- b. having the allegation investigated, then
- c. presenting the evidence to the employee, then
- d. providing the employee an opportunity to respond.

2. Provide the elements of "just cause" by:

- a. Considering the evidence and the employee's response and determining if the allegation is true.
- b. Determining if the City has the right to take punitive action, which shall be based on the following criteria:
 - (1) An investigation provided substantial evidence that the allegation is true, and
 - (2) it is reasonable to conclude that the employee knew or should have known the law, policy, directive or expectation that he or she allegedly violated, and
 - (3) the punitive action is appropriate to the allegation and not applied arbitrarily, and
 - (4) Notify the employee of the results of the investigation and the action taken.

- C. Appeal: A nonprobationary employee may appeal his or her discipline or discharge through the grievance procedure provided herein, which shall be the exclusive method of appeal.

ARTICLE 14 - HOLIDAYS

- A. The following holidays shall be granted without loss of pay, calculated at the employee's regular straight time rate of pay for classification of his/her work assignment as designated by his/her supervisor, to wit:
 1. New Year's Day: January 1
 2. President's Day: 3rd Monday in February
 3. Memorial Day: Last Monday in May
 4. Independence Day: July 4
 5. Labor Day: 1st Monday in September
 6. Columbus Day: 2nd Monday in October
 7. Veterans Day: November 11
 8. Thanksgiving Day: 4th Thursday in November
 9. Friday after Thanksgiving in November
 10. Christmas Day: December 25
 11. Martin L. King's Birthday: 3rd Monday in January
 12. State General Election Day

- B. If an employee works on a holiday, the employee shall be paid two and one-half (2.5) times the employee's regular rate of pay for the hours the employee works. The employee, at his/her discretion, may receive compensatory time. Item No. 9.

If an employee is on a regular day off for the holiday the employee shall receive eight (8) hours of pay.

- C.
1. The employee will receive holiday benefits and pay for work performed on the day the holiday is observed, unless the employee is scheduled or required to work on the actual holiday. If the employee is scheduled or required to work on the actual holiday, the actual holiday shall be considered the holiday for purposes of calculating holiday benefits and pay for work performed on a holiday. The employee will receive either holiday benefits for working on the day the holiday is observed or for working on the actual holiday, but not both.
 2. Part-time employees who do not work a holiday shift shall be entitled to receive prorated pay based on the number of hours worked during the pay period.

ARTICLE 15 - VACATIONS

Vacation leave shall be granted in accordance with state law, Section 2-18-611 – 617, MCA which shall be controlling in the event of a conflict with any provision of this Agreement.

Vacation leave means a leave of absence with pay at the request of the employee and with the concurrence of the City.

- A. **Vacation Leave:** Each full-time employee of the City is entitled to and shall earn annual vacation leave credits from the first full pay period of employment. For calculating vacation leave credits, 2080 hours (52 weeks x 40 hours) shall equal one year. Proportionate vacation leave credits shall be earned and credited at the end of each pay period. However, employees are not entitled to any vacation leave with pay until they have been continuously employed by the City for a period of six calendar months. Employees regularly employed nine or more months each year but whose continuous employment is interrupted by the seasonal nature of the positions shall earn vacation credits. In order to qualify, such employees must be employed for six qualifying months before they can use the vacation credits. Vacation leave credits shall be earned in accordance with the following schedules, to wit:
1. From one full pay period through ten years of employment at the rate of fifteen working days for each year of service;
 2. After ten through fifteen years of employment at the rate of eighteen working days for each year of service;
 3. After fifteen years through twenty years of employment at the rate of twenty-one working days for each year of service;

4. After twenty years of employment at the rate of twenty-four working days for
of service.

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B. Except in case of an emergency, the following time lines shall be honored:

1. Requests for use of annual leave after March 15 shall be submitted at least 15 calendar days in advance.
2. The City will either grant or deny such requests within five calendar days of receipt of the request.
3. Notice of cancellation by the City of previously approved annual leave shall be delivered as soon as possible. An employee may by written notice to the City cancel previously approved annual leave.

C. Permanent part-time employees are entitled to prorated annual vacation benefits.

D. Accumulation of Leave: Annual vacation leave may be accumulated to a total not to exceed two times the maximum number of days earned annually as of the last day of any calendar year.

E. Separation from Service or Transfer to Other Departments: Cash for unused vacation leave. An employee who terminates his/her employment with the City for reasons not reflecting discredit on him/her-self shall be entitled upon the date of such termination to cash compensation for unused vacation leave assuming the employee worked the qualifying period set forth in the paragraphs above. However, if a City employee transfers between departments of the City, there shall be no cash compensation paid for unused vacation leave. In such transfer, the receiving City department assumes the liability for the accrued vacation credits transferred with the employee.

F. Absence because of illness is not chargeable against vacation leave credits unless approved by the employee.

ARTICLE 16 - SICK LEAVE

Sick leave shall be granted in accordance with state law, Section 2-18-618, MCA, which shall be controlling in the event of a conflict with any provision of this Agreement.

Sick leave is a leave of absence with pay for a sickness suffered by an employee or his/her immediate family.

A. Immediate Family: Means wife, husband, partner living in the residence, child, father, mother, brother, sister, grandparent or guardian, or relative of the employee's wife, husband or partner in like degree.

B. Sick Leave: Each full-time employee is entitled to and shall earn sick leave credits from the first full pay period of employment. For calculating sick leave credits, 2,080 hours (52 weeks x 40 hours) shall equal one year. Proportionate sick leave credits shall be earned at the rate of twelve working days for each year of service without restriction as to the number of working days he/she may accumulate.

- C. A City employee may not accrue sick leave credits during a leave of absence with pay. City employees are not entitled to be paid for sick leave until they have been continuously employed for ninety days. Upon completion of the qualifying period, the employee is entitled to sick leave credits he/she has earned.
- D. Permanent part-time employees are entitled to prorated sick leave benefits.
- E. An employee who terminates his/her employment with the City is entitled to a lump-sum payment equal to one-fourth of the pay attributed to his/her accumulated sick leave and shall be computed on the basis of the employee's salary or wage at the time he/she terminates his/her employment with the City. However, where a City employee transfers between departments within the City, he/she shall not be entitled to a lump-sum payment. In such transfers, the receiving City department shall assume the liability for the accrued sick leave credits transferred with the City employee.
- F. Any employee of the City who receives a lump-sum payment pursuant to this section and who is again employed by the City shall not be credited with any sick leave for which he/she has previously been compensated.
- G. Abuse of sick leave is cause for dismissal and forfeiture of the lump-sum payments provided for in this section.
- H. Sick leave shall be applied as follows, to wit:
1. Employees who become ill will be paid for all days lost, to the extent of their accrued sick leave, provided they may be required to furnish a medical clearance to return to work.
 2. Employees may take sick leave, aside from personal illness, for the following reasons:
 - a. A serious affliction of one of the employee's immediate family, requiring the employee's presence.
 - b. Death in an employee's immediate family.
 - c. Attendance at a funeral of a fellow City employee or attendance at a funeral of a close personal friend; however, the use of sick leave for funerals as recited in this section, shall not exceed one day unless otherwise authorized.
 - d. Employees will receive up to five days of bereavement leave with pay for a death in the immediate family. Immediate family is defined in Paragraph A of this Article. This leave will not be subtracted from an employee's sick leave, vacation, or compensatory time.
 - e. Employees of the bargaining unit who do not use any days of sick leave during the contract year will be granted three additional bonus days which will not accrue from year to year and must be taken during the contract year which succeeds the year in which they were earned.

- I. An employee of the City may, at his or her discretion, donate not more than 40 hours of his or her available sick leave credits to another City employee in any calendar year if the employee in need has exhausted his or her own sick and annual leave due to the employee's personal illness. The sick leave donor must retain at least 40 hours of sick leave in his/her personal bank after donation. The aggregate total of such sick leave that may be donated shall not exceed ninety (90) days annually. Any donor shall notify the City Clerk/Payroll Officer on forms provided by the City of his or her intention to make such a donation. The donor and recipient will notify the City Clerk/Payroll Officer of the requested sick leave transfer five working days before the pay day in order to have such credits applied for that pay period. Any unused sick leave shall be returned to the donor(s) on a prorated basis.

Item No. 9.

ARTICLE 17 - JURY AND WITNESS DUTY

Jury and Witness Duty: Each City employee who is under proper summons as a juror or witness shall collect all fees and allowances payable as a result of the service and forward the fees to the appropriate accounting office. Fees shall be applied against the amount due the employee from the City. However, if an employee elects his/her juror or witness time off against his/her annual leave, he/she shall not be required to remit his/her fee to the City. In no instance is an employee required to remit to the City any expenses or mileage allowance paid him/her by the court. The City may request the court to excuse their employees from jury duty if they are needed for the proper operations of a unit of the City.

ARTICLE 18 - MATERNITY LEAVE

- A. Maternity leave shall be provided for those employees expecting to become mothers and shall be considered an unpaid leave of absence unless the employee elects to apply her accumulated sick or vacation time credits. Maternity leave is intended to apply to leave taken due to the disability and recuperation needs of the pregnant female employees. The provisions of the Family And Medical Leave Act shall be applied to all leaves contained in this Agreement. Employees, who are birth fathers or fathers of a child newly placed in his home, may take up to 15 days of available annual leave, or leave without pay in the event he has no annual leave credits, immediately following the birth or placement.
- B. The City may require periodic statements from the employee's physician setting forth her well-being and ability to perform all the normal and regular duties and functions required of the position occupied and stating also that her employment shall not create an industrial risk. With the written approval of her physician, the employee may work as long as her health and efficiency will not be adversely affected.
- C. Six calendar weeks shall be provided for maternity leave and may be extended through a written physician's statement indicating that the employee's physical condition requires additional leave. If extended leave is required, as certified by the physician, the extended leave shall expire upon verification from the physician that the employee is able to perform all normal and regular duties and functions of the position without adverse affects to the health of the employee.

- D. Employees on maternity leave shall be entitled to apply accumulated sick and vacation credits to their maternity leave provided the total maternity leave does not extend beyond the provisions of the preceding paragraph. Item No. 9.

ARTICLE 19 - SAVINGS CLAUSE

Should an article, clause or provision of the Agreement be declared illegal by final judgment by a court of competent jurisdiction, such invalidation of such article, clause or provision shall not invalidate the remaining portions hereof, and such remaining portions hereof shall remain in full force and effect for the duration of this Agreement.

ARTICLE 20 - TERM OF AGREEMENT

This Agreement shall be in full force and effect from the date of ratification of this Agreement by the parties or July 1, 2019 through June 30, 2022. Should either party wish to renegotiate this Agreement, it shall give written notice of such intent to the other party not later than 90 days prior to the date last written.



In Witness Whereof, the parties have executed this Agreement as follows:

DATED THIS ____ day of _____, 2020.

FOR THE CITY:

FOR THE UNION:

Date Ratified: _____

Date Ratified: _____

City Manager, City of Columbia Falls

President, Columbia Falls Fraternal Order of
Police Lodge #6

Attest: City Clerk

ADDENDUM A - SALARY SCHEDULES

A. Wage Schedule: July 1, 2019 – June 30, 2020

Item No. 9.

19-20														
Position/Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
Office Asst.(9)	17.41	17.76	18.12	18.48	18.85	19.23	19.61	20.00	20.40	20.81	21.23	21.65	22.09	22.53
Patrolman(11)	21.06	21.48	21.91	22.35	22.80	23.25	23.72	24.19	24.68	25.17	25.67	26.19	26.71	27.25
Detective(12)	22.89	23.34	23.81	24.29	24.77	25.27	25.77	26.29	26.81	27.35	27.90	28.46	29.02	29.61
Sergeant (13)	24.71	25.20	25.71	26.22	26.75	27.28	27.83	28.38	28.95	29.53	30.12	30.72	31.34	31.96
Position/Grade	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20								
Office Asst.(9)	22.98	23.44	23.91	24.38	24.87	25.37								
Patrolman(11)	27.79	28.35	28.91	29.49	30.08	30.68								
Detective(12)	30.20	30.80	31.42	32.05	32.69	33.34								
Sergeant(13)	32.60	33.26	33.92	34.60	35.29	36.00								

B. Wage Schedule: July 1, 2020 – June 30, 2021

Item No. 9.

20-21														
Position/Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
Office Asst.(9)	17.94	18.30	18.66	19.03	19.42	19.80	20.20	20.60	21.02	21.44	21.86	22.30	22.75	23.20
Patrolman (11)	21.69	22.13	22.57	23.02	23.48	23.95	24.43	24.92	25.42	25.93	26.44	26.97	27.51	28.06
Detective (12)	23.57	24.04	24.52	25.02	25.52	26.03	26.55	27.08	27.62	28.17	28.73	29.31	29.90	30.49
Sergeant (13)	25.45	25.96	26.48	27.01	27.55	28.10	28.66	29.24	29.82	30.42	31.02	31.65	32.28	32.92
Position/Grade	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20								
Office Asst.(9)	23.67	24.14	24.62	25.12	25.62	26.13								
Patrolman (11)	28.62	29.20	29.78	30.38	30.98	31.60								
Detective (12)	31.10	31.73	32.36	33.01	33.67	34.34								
Sergeant (13)	33.58	34.25	34.94	35.64	36.35	37.08								

C. Wage Schedule: July 1, 2021 – June 30, 2022

21-22														
Position/Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
Office Asst. (9)	18.47	18.84	19.22	19.61	20.00	20.40	20.81	21.22	21.65	22.08	22.52	22.97	23.43	23.90
Patrolman (11)	22.34	22.79	23.25	23.71	24.19	24.67	25.16	25.67	26.18	26.70	27.24	27.78	28.34	28.91
Detective (12)	24.28	24.77	25.26	25.77	26.28	26.81	27.34	27.89	28.45	29.02	29.60	30.19	30.79	31.41
Sergeant (13)	26.21	26.74	27.27	27.82	28.38	28.94	29.52	30.11	30.71	31.33	31.96	32.59	33.25	33.91
Position/Grade	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20								
Office Asst. (9)	24.38	24.86	25.36	25.87	26.39	26.91								
Patrolman (11)	29.48	30.07	30.67	31.29	31.91	32.55								
Detective (12)	32.04	32.68	33.33	34.00	34.68	35.37								
Sergeant (13)	34.59	35.28	35.99	36.71	37.44	38.19								

ADDENDUM B - GRIEVANCE REPORT FORM

Item No. 9.

CITY OF COLUMBIA FALLS

GRIEVANCE REPORT FORM POLICE UNIT

Page 1 of 2

Date of Grievance: _____

STATEMENT OF GRIEVANCE:

A. _____

Contract Provision Violated: _____

B. _____

Contract Provision Violated: _____

C. _____

Contract Provision Violated: _____

use additional sheets if necessary

ACTION OR RELIEF REQUESTED: {A, B & C correspond to same above}

A. _____

B. _____

C. _____

Grievant's Signature: _____

Steward's Signature: _____ Date given to Chief of Police: _____

POLICE CHIEF'S RESPONSE:

A. _____

B. _____

C. _____

Police Chief's Signature: _____ Date given to Steward: _____

STEWARD'S RESPONSE:

A. _____

B. _____

C. _____

Steward's Signature: _____ Date given to Cit Manager: _____

CITY MANAGER'S RESPONSE:

A. _____

B. _____

C. _____

City Manager's Signature: _____ Date given to Steward: _____

THIS GRIEVANCE IS BEING SUBMITTED TO ARBITRATION

Union's Signature: _____ Date given to City Manager: _____

THIS GRIEVANCE WAS RESOLVED:☐ POLICE CHIEF'S RESPONSE ☐ CITY MANAGER'S RESPONSE ☐ ARBITRATION

Details: _____

City Manager's Signature: _____ Date: _____

Union's Signature: _____ Date: _____

RESOLUTION NO. 1815

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUMBIA FALLS, MONTANA CALLING FOR AN ELECTION TO BE HELD WITH THE JUNE 2 2020 PRIMARY ELECTION FOR THE PURPOSE OF AUTHORIZING A RESORT TAX

WHEREAS, pursuant to Title 13, Chapter 1, Montana Code Annotated, in order to consolidate, simplify and standardize the government election process, local governments, including incorporated municipal governments, should pass a resolution calling for an election day established in accordance with Title 13; and

WHEREAS, the primary election day is June 2, 2020; and

WHEREAS, the City of Columbia Falls meets the definition of "resort community" pursuant to 7-6-1501(9), MCA including being designated by the Montana Department of Commerce as a resort community; and

WHEREAS, Section 7-6-1504(2)(a), MCA, authorizes a resort community to present the resort tax question to the qualified electors of a resort community by resolution; and

WHEREAS, the City Council held a public hearing on January 21, 2020, upon duly giving notice of such hearing, for the express purpose of receiving public comment on proposing a resort tax; and

WHEREAS, after considering the testimony presented during the public hearing, as well as the recommendation from the Resort Tax Advisory Committee, and after completing a thorough review and investigation of the resort tax provisions, the City Council has determined that it is in the community's best interest to present the resort tax question to the qualified electors of Columbia Falls.

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

Section One - Call for Election: The Columbia Falls City Council hereby call for an election to present to the electors residing in the City of Columbia Falls the question of the adoption of a resort tax to be held with the primary election on June 2, 2020.

Section Two- Rate of Resort Tax: The rate of the resort tax shall be 3% and shall be applied to the retail value of all goods and services sold, except for goods and services sold for resale, within the City of Columbia Falls by the following establishments, as provided in 7-6-1503(2)(a) and (b) MCA:

- a. Hotels, motels, and other lodging or camping facilities;
- b. Restaurants, fast food stores, and other food service establishments;
- c. Taverns, bars, night clubs, lounges, and other public establishments that serve beer, wine, liquor, or other alcoholic beverages by the drink; and
- d. Destination ski resorts and other destination recreational facilities.
- e. Establishments that sell luxuries shall collect a tax on such luxuries.

Section Three –Effective Date and Duration of Resort Tax: If approved by the electors, the resort tax shall become effective on September 1, 2020, and the duration of the tax shall be for twenty (20) years.

Section Four – Purposes to be Funded: If approved by the electors, the purposes to be funded by the resort tax are:

(A) Provide for Public Safety programs operational and capital funding in an amount equal to fifty-five percent (55%) of resort tax revenues derived during the preceding fiscal year;

- (B) Provide for public infrastructure capital improvements funding, such as parks, streets, sidewalks, paths, water and sewer, in an amount equal to fourteen percent (14%) of the resort tax revenues derived during the preceding fiscal year;
- (C) Property tax reduction for city taxpayers in an amount equal to twenty five percent (25%) of the resort tax revenues derived during the preceding fiscal year;
- (D) Cost of administering the resort tax in an amount equal to five percent (5%) of the three percent (3%) resort tax to be retained by each establishment; and
- (E) Provide for an amount equal to one percent (1%) of the resort tax revenues derived during the preceding fiscal year to be used for direct city administrative costs such as software and audit.

Section Five: That this Resolution shall become effective immediately upon its passage and approval by the City Council and the City Clerk is directed to immediately provide a copy of this resolution to the Flathead County Election Department. Further, the election department and city attorney shall ensure that the ballot language fully complies with this resolution and state statute.

PASSED AND ADOPTED BY THE CITY COUNCIL OF COLUMBIA FALLS, MONTANA THIS 18th DAY OF FEBRUARY, 2020, THE COUNCIL VOTING AS FOLLOWS:

AYES:

NOES:

ABSENT:

City Clerk

APPROVED BY THE MAYOR OF COLUMBIA FALLS, MONTANA THIS19th DAY OF FEBRUARY, 2020.

Mayor

ATTEST:

City Clerk

**Columbia Falls Police Department
Monthly Activity Report
January 2020**

Police	January				5 Year Average
	2020	2019	2018	2017	2016
Arrests (Total)	32	30	30	31	16
Adult	24	26	27	27	14
Juvenile	8	4	3	4	2
Accidents Investigated	13	17	15	19	19
Stolen Property (Value)	33610	11024	405	3695	15147
Stolen Property (Recovered)	8	0	0	0	6500
Criminal Mischief (Incidents)	12	2	1	0	2
Damage Amount	853	1699	50	0	3673
Misdemeanor Citations Issued	116	119	119	141	118
Traffic Offenses	109	113	110	130	105
Cell Phone Viol.	30	4	0	4	0
DUI Offenses	2	0	6	3	1
Drug Offenses	3	3	4	7	4
Traffic Stops	235	285	201	175	160
Court Fines and Forfeitures	17258	14953	11494	14261	10417
Miles Patrolled	7445	8483	6953	6045	6343
911 Phone Calls	141	95	68	74	63
Incident Reports	896	960	800	827	580
Domestic Abuse/Assault/Disorderly	33	28	13	20	13
Felony Investigations/Arrests	12	6	5	11	8
Business Checks	64	55	75	69	23
Welfare Checks	8	5	5	10	11
Citizen Assist	67	71	77	101	71
Agency Assist	36	51	62	52	31