



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

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

**CITY COUNCIL REGULAR MEETING
AGENDA
MONDAY, JUNE 21, 2021
COUNCIL CHAMBERS CITY HALL**

FINANCE COMMITTEE – 6:30 P.M

(Barnhart, Fisher, Lovering)

NOTE: Regular City Council Meeting will be held in the Council Chambers as well as by virtual meeting for the convenience of the public. Council requests attendees to follow current CDC guidelines for the health and safety of the public, employees and officials. Contact City Finance Director Shawn Bates no later than 6 pm on the day of the meeting to register for ZOOM meeting access information; phone: (406) 892-4391 or email: batess@cityofcolumbiafalls.com

REGULAR MEETING – 7:00 P.M.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

CONSENT AGENDA:

1. Approval of Claims - June 21, 2021 - \$163,257.84
2. Approval of Payroll Claims - June 11, 2021 - \$83,710.25
3. Approval of June 7, 2021 Regular City Council Meeting Minutes
4. Approval to Write-off Bad Debt Expense - \$415.27
5. Approval to Write-Off Outstanding Claims Checks Older than One Year - \$423.85
6. Approval of General Engineering Services Agreement and Task Order # 1 - Robert Peccia & Associates, Inc and authorize City Manager to execute
7. Approval of RAISE Grant Consulting Services Agreement - KLJ and authorize City Manager to execute

VISITORS/PUBLIC COMMENT (Items not on agenda)

NOTICE OF PUBLIC HEARINGS/PUBLIC HEARINGS:

8. Notice of Public Hearings - July 6, 2021 - Planning/Zoning Issues:

The Columbia Falls City-County Planning Board held a public hearing for each of the following items at their regular meeting on Tuesday June 15, 2021 at 6:30 p.m. in the Council Chambers at City Hall, 130 6th Street West, Columbia Falls, Montana. The Columbia Falls City Council will hold subsequent hearings on **Tuesday July 6, 2021** starting at 7:00 p.m. in the same location. The hearings will be conducted in person at City Hall as well as virtually via ZOOM.

Request to change zoning from CSAG-5 (Suburban Agricultural) to CR-1 (Suburban Residential) in the Columbia Falls Zoning Jurisdiction:

The applicant, Jean Flynn, is requesting a zone change at 221 Rogers Road in the Columbia Falls area from the current CSAG-5 (Suburban Agricultural) to a CR-1 (Suburban Residential) designation. The property is approximately five acres with a residence and outbuildings. The property is described as Parcel B of COS 16149 (Assessors' Tract's 9A, 1AA, 1ABAA, and 8A) of Section 17, Township 30 North, Range 20 West, P.M.M., Flathead County.

Request for a Planned Unit Development (PUD) for the Garnier Heights Development:

The applicant, RH Joint Holdings, LLC, is requesting a PUD Overlay for property generally located north of Lemburg Lane between North Hilltop Road and Meadow Lake Boulevard. The property is 28 acres in size and is zoned with a combination of CR-1, CR-2, and CR-3 urban residential zoning districts. The PUD will allow the applicant to cluster lots into single family attached and detached units preserving 11.42 acres in park and open space. The overall density of the project is 3.55 units per acre. In addition to the clustering, the applicant is asking for a front yard setback deviation for the alley loaded townhomes. The property is described as Parcel 1 of COS 14679 excepting therefrom the property within the Plat known as Hilltop Meadows in Section 7, Township 30 North, Range 20 West, P.M.M., Flathead County.

Request for Preliminary Plat approval of the Garnier Heights Subdivision – A 102- unit development:

The applicant, RH Joint Holdings, LLC, is requesting preliminary plat approval for property generally located north of Lemburg Lane between North Hilltop Road and Meadow Lark Boulevard. The applicant will subdivide the property into 102 units with a combination of single family detached, two unit attached, and four unit attached structures. The subdivision will place 11.42 acres of the 28-acre parcel in park and open space and develop an overall density of the project is 3.55 units per acre. The subdivision has two access points one from Meadow Lake Boulevard on the east and the other on North Hilltop Road to the west. All internal subdivision roads will be developed to City standards with curb, gutter, sidewalks, and boulevard trees. The property is described as Parcel 1 of COS 14679 excepting therefrom the property within the Plat known as Hilltop Meadows in Section 7, Township 30 North, Range 20 West, P.M.M., Flathead County

9. Notice of Public Hearings - 2021-22 FY Preliminary Budget - Beginning Monday, July 19, 2021

NOTICE IS HEREBY GIVEN, that the City Council of the City of Columbia Falls, Montana, will hold public hearings beginning on July 19, 2021 at 7:00 p.m. in the , , for the following purposes:

Preliminary Budget

Presentation and consideration of the preliminary budget for fiscal year beginning July 1, 2021 and ending June 30, 2022. This hearing will be continued until final adoption of the budget after receiving the certified taxable valuation.

Special Assessments

Consideration of the adoption of the Street Lighting District and Street Maintenance District assessments for FY2021/2022. Council will hear any objections to the final adoption of the resolution levying special assessments for FY 2021/2022. Special Assessments are estimated as follows:

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

Individual property payment schedules are available for inspection ten (10) days from this notice, in the office of the City Clerk, 130 6th Street West, Columbia Falls, Montana, during regular hours Monday through Friday, 7:00 AM to 6:00 PM.

Permissive Medical Levy

Consideration of adoption on the proposed tax levy to fund health insurance premium contributions for group benefits beyond the amount of contributions in effect on . The actual mills for consideration will be made available upon receipt of the certified tax valuation for the year.

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

10. Notice of Public Hearing - Urban Renewal District Expansion - July 19, 2021

The Columbia Falls City Council will hold a public hearing at its regular meeting on Monday, July 19, 2021, beginning at 7:00 PM in the City Hall Council Chambers, 130 6th Street West, Columbia Falls, MT, to consider the First Reading and Provisional Adoption of the Ordinance establishing the Columbia Falls Urban Renewal District (URD) – 2021 Expansion and adoption of the 2021 Columbia Falls URD Plan. Columbia Falls intends to use tax increment financing in support of making infrastructure improvements as revenues permit and may issue tax increment financing bonds.

And, at the Columbia Falls City Council regular meeting on Monday, August 2, 2021, beginning at 7:00 PM in the City Hall Council Chambers, 130 6th Street West, Columbia Falls, MT, the Council will consider the Second Reading and Final Adoption of the Ordinance establishing the Columbia Falls Urban Renewal District (URD) – 2021 Expansion and adoption of the 2021 Columbia Falls URD Plan.

The Columbia Falls URD – 2021 Expansion encompasses approximately 23.87 acres locally known as the Cedar Palace Property and consists of seven parcels addressed as 500 12th Avenue West in Columbia Falls. These seven parcels are 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.

All interested parties are encouraged to attend. Written comments on establishing the Columbia Falls Urban Renewal District (URD) – 2021 Expansion and adoption of the 2021 Columbia Falls URD Plan may be submitted to Susan Nicosia, City Manager, City of Columbia Falls, 130 6th Street West, Columbia Falls, MT 59912 or nicosias@cityofcolumbiafalls.com. For further information call the City at 406-892-4391.

UNFINISHED BUSINESS:

11. Vacation Rental Review - City Attorney
12. Council Discussion - ARPA Funds - Water and Sewer Infrastructure

ORDINANCES / RESOLUTIONS:

- [13.](#) Second and Final Reading - Ordinance # 806 - An Ordinance of the City Council of the City of Columbia Falls, Montana, Amending the Columbia Falls Zoning Map from CSAG-10 Suburban Agriculture to CSAG-5 Suburban Agriculture for the Property Located at 7030 Highway 2 East, Further Described as Parcel 1 of COS 16981 of Section 16, Township 30 North, Range 20 West, P.M.M., Flathead County, Montana
- [14.](#) Resolution # 1850 - A Resolution of the City Council of the City of Columbia Falls, Montana, Designating Heritage Days 2021 as an Official Community Activity of the City of Columbia Falls and Designating Persons Responsible for Planning the Events of Heritage Days 2021

CITY MANAGER REPORT

REPORTS / BUSINESS FROM MAYOR & COUNCIL

CITY ATTORNEY REPORT

MISCELLANEOUS

- [15.](#) Police Activity - May 2021
- [16.](#) Finance Report - May
- [17.](#) Correspondence

ADJOURN

Next Scheduled Meetings:

City Council – Regular Meeting, **TUESDAY, July 6, 2021– 7:00 PM**

Planning Board – Tuesday, July 13, 2021

06/18/21
16:56:47

CITY OF COLUMBIA FALLS
Claim Approval List
For the Accounting Period: 6/21

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* ... Over spent expenditure

Claim/	Check	Vendor #/Name/	Document \$/	Disc \$							Cash
		Invoice #/Inv Date/Description	Line \$		PO #	Fund	Org	Acct	Object	Proj	Account
41909		2995 3-D SPECIALTIES INC	232.62								
	24"X30"	25 MHP SPEED LIMIT SIGNS 6EA									
		222602 06/04/21 STRS-24"X30" 25MHP SIGN 6EA	232.62			2500		430200	242		101000
		Total for Vendor:	232.62								
41901		2677 ALFA LAVAL, INC.	346.40								
	281029230	06/01/21 SWR-4" HYD 1000PSI GAUGE	346.40			5310		430600	240		101000
		Total for Vendor:	346.40								
41897		2825 BATTERIES PLUS BULBS #647	228.00								
	P40558087	06/09/21 SWR-12V BATT SLA12-8F2 4 EA	120.00			5310		430600	240		101000
	P40325322	06/02/21 SWR-12V BATT SLA12-8F 4EA	108.00			5310		430600	240		101000
		Total for Vendor:	228.00								
41890		3060 BUTTE AUTO LLC	33,650.00								
	2021	DODGE DURANGO PATROL VEHICLE									
		23098 06/08/21 PD-2021 DODGE DURANGO	33,650.00			4020		420100	940		101000
		Total for Vendor:	33,650.00								
41892	E	2852 CHARTER COMMUNICATIONS	124.98								
	0137874053	05/31/21 PD-INTERNET 05/31-06/30/21	124.98			1000		420100	355		101000
		Total for Vendor:	124.98								
41903		2872 CINTAS FIRST AID & SAFETY	62.65								
		5065766465 06/15/21 SWR-FIRST AID SUPPLIES	18.07			5310		430600	220		101000
		5065766486 06/15/21 PD-FIRST AID SUPPLIES	44.58			1000		420100	220		101000
		Total for Vendor:	62.65								
41912		1711 COMFORT SYSTEMS USA	221.25								
		ANNUAL POOL MAINTENANCE AS PER AGREEMENT.									
		92003950 05/21/21 POOL-ANNUAL BOILER MAINT.	221.25			1000		460445	360		101000
		Total for Vendor:	221.25								

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41925		2943 CORE & MAIN LP	780.50					
	P0263356	06/08/21 WTR-CURB BOXES 6 1/2' 10EA	622.30*			5210 430500	230	101000
	P0263356	06/08/21 WTR-CURB BOX ROD 36" 10EA	158.20*			5210 430500	230	101000
		Total for Vendor:	780.50					
41910		1815 COSNER COMTECH, INC.	150.00					
		MINITOR V AND VI REPLACEMENT BATTERIES						
	32368	06/02/21 FD-MINITOR V BATTERY 3EA	75.00			1000 420400	220	101000
	32368	06/02/21 FD-MINITOR VI BATTERY 3EA	75.00			1000 420400	220	101000
		Total for Vendor:	150.00					
41930		999999 COYOTE IRRIGATION SYSTEMS LLC	225.46					
		PINEWOOD PARK IRRIGATION REPAIR.						
	109	06/08/21 PRKS-PINEWOOD PRK IRR REPAIR	225.46			1000 460400	360	101000
		Total for Vendor:	225.46					
41913		3026 DAILY INTER LAKE	228.00					
		TA GRANT APPLICATION #27769 05/09/21						
		PUBLIC HEARING #27838 05/30/21						
		PUBLIC HEARING #27839 05/30/21						
	I00455656	05/09/21 FIN-TA GRANT APP 05/09/21	88.00*			1000 410500	331	101000
	I00459465	05/30/21 FIN-PUBLIC HEARING 05/30/21	36.00*			1000 410500	331	101000
	I00459467	05/30/21 P/Z-PUBLIC HEARING 05/30/21	104.00			1000 411000	331	101000
		Total for Vendor:	228.00					
41919		2889 DAKOTA SUPPLY GROUP	22.77					
	S100965440	05/26/21 PRKS-THE FALLS VALVE FREIG	22.77			1000 460400	240	101000
		Total for Vendor:	22.77					
41896		1797 DEPARTMENT OF ADMINISTRATION	52.49					
	05312021	06/10/21 PD-ITSD/EMAIL 05/01-05/31/21	52.49			1000 420100	355	101000
		Total for Vendor:	52.49					

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41927	E	1879 EVERGREEN WASTE CONNECTIONS	708.53						
	060121	06/01/21 FAC-05/01/21 TO 05/31/21	74.33			1000 411200	340	101000	
	060121	06/01/21 STRS-05/01/21 TO 05/31/21	184.30			2500 430200	340	101000	
	060121	06/01/21 WTR-05/01/21 TO 05/31/21	74.33			5210 430500	340	101000	
	060121	06/01/21 SWR-05/01/21 TO 05/31/21	61.90			5310 430600	340	101000	
	060121	06/01/21 PRKS-05/01/21 TO 05/31/21	49.55			1000 460400	340	101000	
	060121	06/01/21 COUNCIL-05/01/21 TO 05/31/21	264.12			1000 410100	399	101000	
		Total for Vendor:	708.53						
41915	E	2961 FIRST BANKCARD-ELECTRONIC PYMT	6,360.73						
	042431	04/23/21 PRKS-18 MEGAPIXL CAMERA	109.99			1000 460400	212	101000	
	042321	04/23/21 PD-AMMO 9MM 100RD 5EA	155.46			1000 420100	220	101000	
	6802612	04/26/21 PD-USB 2.0 USB DRV 16GB 10EA	26.55			1000 420100	210	101000	
	6802612	04/26/21 PD-USB 2.0 USB DRV 4GB 100EA	225.39			1000 420100	210	101000	
	042921	04/29/21 ADMN-MT HOUSING PARTNR CONF	150.00			1000 410400	380	101000	
	662845	04/29/21 FIN-GFOA ANNUAL CONF X2	840.00			1000 410500	380	101000	
	9747434	04/29/21 CRTS-KEYBOARD/MOUSE PAD	12.47			1000 410360	210	101000	
	2021040152	04/30/21 PRKS-ADVANCE REPORTING X2	248.37*			1000 460400	390	101000	
	5844248	04/29/21 CRTS-KEYBOARD/MOUSE PAD	11.99			1000 410360	210	101000	
	5844248	04/29/21 CRTS-INK DATE STAMP	8.99			1000 410360	210	101000	
	5844248	04/29/21 CRTS-SHREDDER & HEATER	250.54			1000 410360	212	101000	
	100014366	05/12/21 PD-GUN SHOT RESIDUE KIT 12E	144.80			1000 420100	220	101000	
	051421	05/14/21 FAC-HAZ WASTE DISPOSAL	1,945.00*			1000 411200	399	101000	
	2345961	05/17/21 POOL-LIFE GUARD COURSE 3EA	600.00*			1000 460445	380	101000	
	051821	05/18/21 SWR-LODGING RURAL WTR X2	323.04			5310 430600	380	101000	
	051821	05/18/21 WTR-LODGING RURAL WTR	161.52			5210 430500	380	101000	
	051921	05/19/21 PD-UPS BATT BACKUP/SURGE	70.68			1000 420100	210	101000	
	197231	05/20/21 PD-CAR 18 WINDSHIELD	622.97*			1000 420100	361	101000	
	197234	05/20/21 PD-2014 RAM WINDSHIELD	452.97*			1000 420100	361	101000	
		Total for Vendor:	6,360.73						
41905		21 FLATHEAD ELECTRIC COOP INC	14,097.41						
	053121	05/31/21 FAC-04/25 TO 05/25/21	365.93			1000 411200	341	101000	
	053121	05/31/21 PD-04/25 TO 05/25/21	36.73			1000 420100	341	101000	
	053121	05/31/21 FD-04/25 TO 05/25/21	288.68			1000 420400	341	101000	
	053121	05/31/21 PARKS-04/25 TO 05/25/21	415.61			1000 460400	341	101000	

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	053121	05/31/21 POOL-04/25 TO 05/25/21	68.30			1000		460445	341		101000
	053121	05/31/21 LIGHTING-04/25 TO 05/25/21	2,511.90			2400		430200	341		101000
	053121	05/31/21 STRS-04/25 TO 05/25/21	166.94			2500		430200	341		101000
	053121	05/31/21 WTR-04/25 TO 05/25/21	4,277.84			5210		430500	341		101000
	053121	05/31/21 SWR-04/25 TO 05/25/21	5,965.48			5310		430600	341		101000
		Total for Vendor:	14,097.41								
41920		3019 FLATHEAD PUBLISHING GROUP	1,145.50								
	I00456442	05/12/21 WTR-ANNUAL WTR REPORT 2020	1,069.50			5210		430500	331		101000
	I00459498	05/26/21 FIN-AD FOR SURPLUS EQUIP	76.00*			1000		410500	331		101000
		Total for Vendor:	1,145.50								
41921	E	28 GLACIER BANK	16,029.15								
LOAN #3110171001428		SID 38 BOND									
	061121	06/11/21 SID 38 BOND PRINCIPAL	6,172.99			3538		490300	610		101000
	061121	06/11/21 SID 38 BOND EXTRA PRINCIPAL	3,852.25			3538		490300	610		101000
	061121	06/11/21 SID 38 BOND INTEREST	6,003.91*			3538		490300	620		101000
		Total for Vendor:	16,029.15								
41902		3095 GREAT NORTHERN LOCK AND SAFE	157.50								
REKEY MARANTETTE PARK BATHROOMS AN STORGE DOOR.											
	8669	06/10/21 PRKS-REKEY LOCKS/MARANTETTE	157.50			1000		460400	366		101000
		Total for Vendor:	157.50								
41907		3054 GW PETROLEUM	511.30								
WWTP MIXER OIL											
	260261	06/03/21 SWR-5GAL JAX FLO-GUARD OIL 2	511.30			5310		430600	231		101000
		Total for Vendor:	511.30								
41924		2806 HANSON'S HARDWARE	245.51								
	597989	05/26/21 PRKS-MISC SCREWS 8EA	3.52			1000		460400	240		101000
	597935	05/21/21 PRKS-3/4 POLT PIPE 100'	28.99			1000		460400	240		101000
	597999	05/27/21 PRKS-XL WORK GLOVE	12.99*			1000		460400	226		101000
	597919	05/20/21 PRKS-3/4 CPLR/AAA BATT/CLAMPS	19.51			1000		460400	240		101000
	598077	06/03/21 PRKS-6" 10-20AWG LOCK WIRE	13.99			1000		460400	240		101000
	597962	05/24/21 PRKS-67OZ SIMPLE GREEN REFILL	18.98*			1000		460400	224		101000
	597925	05/21/21 STRS-BRACE/40PK SCREWS/FAT MAX	34.74			2500		430200	240		101000

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	598144	06/09/21 STRS-MISC SCREW 1 EA	0.51			2500		430200	240		101000
	598150	06/10/21 PRKS-GALV NIPPLE/3/4 ADAPTER	10.78			1000		460400	240		101000
	598196	06/16/21 STRS-WHEELBARROW TIRE	15.99			2500		430200	240		101000
	598069	06/02/21 PRKS-SPRINKLER HEADS 5EA	22.05			1000		460400	240		101000
	597761	05/06/21 WTR-7PT SAW/FATMAX KNIFE	23.48			5210		430500	212		101000
	597761	05/06/21 WTR-15X15 ACCESS PNL 2EA	39.98			5210		430500	240		101000
		Total for Vendor:	245.51								
41914		1504 KALISPELL COPY CENTER	18.93								
	214173	05/27/21 STRS-BLUE CHALK/CHALK BOX	18.93			2500		430200	240		101000
		Total for Vendor:	18.93								
41898		1390 KALISPELL OVERHEAD DOOR SERVICE	150.00								
		RIVERS EDGE MAINTENANCE SHED OVERHEAD DOOR CABLE REPAIR.									
	39022	05/04/21 PRKS-RIVERS EDGE DOOR REPAIR	150.00			1000		460400	366		101000
		Total for Vendor:	150.00								
41918		3078 KLJ ENGINEERING LLC	6,639.57								
		COLUMBIA FALLS TRANSPORTATION PLAN									
	10153790	06/15/21 ADMN-URBAN AREA TRANS PLAN	6,639.57			1000		410100	399		101000
		Total for Vendor:	6,639.57								
41922		97 KNIFE RIVER	32,111.89								
		CONTRACT #28203049 RIVERS EDGE PARK									
	20056	05/31/21 PRKS-RIVERS EDGE PARK	32,436.25			4010		460400	930		101000
	20056	05/31/21 1% WITHHOLDING	-324.36			4010		460400	930		101000
		Total for Vendor:	32,111.89								
41908		1080 LES SCHWAB TIRE CENTER	817.92								
		STUDDER SNOW TIRES FOR CAR #17									
	9050041534	04/30/21 PD-CAR #17 SNOW TIRES X4	817.92*			1000		420100	361		101000
		Total for Vendor:	817.92								
41893		1493 MAHUGH FIRE & SAFETY	682.00								
	95565	06/11/21 POOL-SRVS/CERT FIRE EXT 5 EA	40.00			1000		460445	360		101000
	96093	06/10/21 FD-ANSUL FIRE FOAM 5GAL X2	642.00			1000		420400	220		101000
		Total for Vendor:	682.00								

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41923		707 MONTANA DEPT. OF REVENUE	324.36					
		KNIFE RIVER 1% W/H CONTRACT #28203049						
		20056 05/31/21 1% W/H RIVER EDGE KNIFE RVR	324.36			4010 460400	930	101000
		Total for Vendor:	324.36					
41911		722 MORRISON-MAIERLE, INC.	7,562.50					
		TA Grant App 2021-Profeesional engineering services through 06/04/21						
		210725 06/04/21 TA GRANT ENGINEERING SRVS	7,562.50*			4040 430200	354	101000
		Total for Vendor:	7,562.50					
41931		1247 MURDOCH'S RANCH & HOME KALISPELL	2,269.96					
		6550/34 06/10/21 SWR-2 2200W GEN SETS/CABLE	2,239.97			5310 430600	212	101000
		6494/34 05/28/21 PRKS-32G SD CARD	29.99			1000 460400	220	101000
		Total for Vendor:	2,269.96					
41932		2002 NORTHWEST PARTS & EQUIPMENT &	72.00					
		C294979 06/06/21 STRS-NEBO FLASHLIGHT 3EA	72.00			2500 430200	212	101000
		Total for Vendor:	72.00					
41916		2678 O'NEIL PRINTERS, INC	82.00					
		1271 06/14/21 STRS-BUSINESS CARDS, C. HANLEY	16.40			2500 430200	210	101000
		1271 06/14/21 WTR-BUSINESS CARDS, C. HANLEY	16.40			5210 430500	210	101000
		1271 06/14/21 SWR-BUSINESS CARDS, C. HANLEY	16.40			5310 430600	210	101000
		1271 06/14/21 PRKS-BUSINESS CARDS, C. HANLEY	16.40			1000 460400	210	101000
		1271 06/14/21 FAC-BUSINESS CARDS, C. HANLEY	16.40			1000 411200	210	101000
		Total for Vendor:	82.00					
41888		3125 P N D ENGINEERS INC.	10,890.00					
		ENGINEERING SUPPORT SERVICES MAY 3RD - MAY 30TH 2021. TYLER BRADSHAW						
		2106030 06/04/21 WTR-ENGINEERING SERVICES	2,722.50*			5210 430500	399	101000
		2106030 06/04/21 SWR-ENGINEERING SERVICES	2,722.50*			5310 430600	399	101000
		2106030 06/04/21 STRTS-ENGINEERING SERVICES	2,722.50*			2500 430200	399	101000
		2106030 06/04/21 FAC/PRKS-ENGINEERING SERVICES	2,722.50*			1000 411200	399	101000
		Total for Vendor:	10,890.00					

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CITY OF COLUMBIA FALLS
Claim Approval List
For the Accounting Period: 6/21

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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
41928		1181 PARSONS TRACTOR & IMPLEMENT	64.23								
	01-75247	05/13/21 PRKS-OIL SWITCH/AIR FLTR	64.23			1000		460400	240		101000
		Total for Vendor:	64.23								
41900		1888 PLETCH ELECTRIC INC	134.31								
	5281	06/02/21 FAC-REPLACE EXT LED LIGHT	134.31			1000		411200	366		101000
		Total for Vendor:	134.31								
41926		999999 SASSER, VALERIYA	40.00								
		INTERPRETING FOR JUDGE CURTIS ON 06/08/2021									
	610	06/10/21 CRTS-INTERRETING SRVS 06/08/21	40.00			1000		410360	399		101000
		Total for Vendor:	40.00								
41906		74 THATCHER COMPANY OF MONTANA	6,647.00								
		WWTP-DEWATERING									
	352521	04/23/21 SWR-T-FLOC 2300 # TOTE	6,647.00			5310		430600	221		101000
		Total for Vendor:	6,647.00								
41895		1644 THE CHEMNET CONSORTIUM	55.00								
	108932	06/10/21 STRS-CDL DRUG SCREENING	55.00*			2500		430200	399		101000
		Total for Vendor:	55.00								
41889		2699 THE MAIL ROOM, INC	310.99								
	D104975	06/07/21 PD-MAIL SRVS 5/24-6/4/2021	9.79			1000		420100	310		101000
	D104975	06/07/21 FIN-MAIL SRVS 5/24-6/4/2021	6.22			1000		410500	310		101000
	D104975	06/07/21 WTR-MAIL SRVS 5/24-6/4/2021	93.19			5210		430500	310		101000
	D104975	06/07/21 SWR-MAIL SRVS 5/24-6/4/2021	93.19			5310		430600	310		101000
	D104975	06/07/21 CRT-MAIL SRVS 5/24-6/4/2021	63.95			1000		410360	310		101000
	D104975	06/07/21 PLN-MAIL SRVS 5/24-6/4/2021	44.65			1000		411000	310		101000
		Total for Vendor:	310.99								
41894		1623 THE UPS STORE #4515	8.23								
	5372	05/11/21 PD-FIRST CLASS PACKAGE	8.23			1000		420100	310		101000
		Total for Vendor:	8.23								

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CITY OF COLUMBIA FALLS
Claim Approval List
For the Accounting Period: 6/21

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* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
41929		3084 TW ENTERPRISES INC	1,807.43					
		WWTP BACK UP GEN SET SERVICE AND REPAIR.						
	51960	06/15/21 SWR-GEN SET SERVICE&REPAIR	1,807.43			5310 430600	360	101000
		Total for Vendor:	1,807.43					
41917		1295 U.S. BANK - SPA LOCKBOX CM9695	16,260.58					
2020		WATER REVENUE BONDS						
	061721	06/17/21 WTR-WTR REV BOND PRINCIPAL	13,000.00			5210 490220	610	101000
	061721	06/17/21 WTR-WTR REV BOND INTEREST	3,260.58			5210 490220	620	101000
		Total for Vendor:	16,260.58					
41899		919 VALLEY GLASS INC.	675.24					
		INNER SIDE GLASS REPAIR FOR THE THE FRONT DOOR TO CITY HALL						
	W0055395	06/01/21 FAC-GLASS REPAIR/CITY HALL	675.24			1000 411200	366	101000
		Total for Vendor:	675.24					
41904		2915 WHITE ROCK AGGREGATE LLC	52.95					
	14234	06/09/21 WTR-3/4" CRUSH 6.66 TONS	52.95			5210 430500	240	101000
		Total for Vendor:	52.95					
		# of Claims 44	Total:	163,257.84				
		Total Electronic Claims		23,223.39				
		Total Non-Electronic Claims		140034.45				

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CITY OF COLUMBIA FALLS
Fund Summary for Claims
For the Accounting Period: 6/21

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Fund/Account	Amount
1000 GENERAL FUND	
101000 CASH/CASH EQUIVALENTS	\$20,994.66
2400 SPECIAL LIGHTING DISTRICT FUND	
101000 CASH/CASH EQUIVALENTS	\$2,511.90
2500 SPECIAL STREET MAINTENANCE DISTRICT FUND	
101000 CASH/CASH EQUIVALENTS	\$3,519.93
3538 SID 38 FUND - Riverwood	
101000 CASH/CASH EQUIVALENTS	\$16,029.15
4010 CAPITAL PROJECTS FUND - Parks	
101000 CASH/CASH EQUIVALENTS	\$32,436.25
4020 CAPITAL PROJECTS FUND - General	
101000 CASH/CASH EQUIVALENTS	\$33,650.00
4040 CAPITAL PROJECTS FUND - Street	
101000 CASH/CASH EQUIVALENTS	\$7,562.50
5210 WATER ENTERPRISE FUND	
101000 CASH/CASH EQUIVALENTS	\$25,572.77
5310 SEWER ENTERPRISE FUND	
101000 CASH/CASH EQUIVALENTS	\$20,980.68
Total:	\$163,257.84

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CITY OF COLUMBIA FALLS
Claim Approval Signature Page
For the Accounting Period: 6 / 21

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Council Meeting Date: 06/21/2021

Claims Submitted to Council: \$ 163,257.84

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

Prepared By: Shawn Bates, Finance Director

Shawn Bates

Approved by Susan M. Nicosia, City Manager

Susan Nicosia

City Council to Approve by motion on consent agenda

The following claims are significant:

Glacier Bank-\$16,029.15 SID Bond 38 (Fund 3538)
US Bank-\$16,260.58 Water revenue bond (5210)
Knife River-\$32,436.25 Rivers Edge Park (4010)

The remaining claims are routine. Please let me know if you have any questions.
Shawn

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08:22:38

CITY OF COLUMBIA FALLS
Payroll Summary For Payrolls from 06/11/21 to 06/11/21

Page: 1 of 3
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Total for Payroll Checks

	Employee	Employer	Amount
	-----	-----	-----
ADDL HOURS (Additional)	0.00		1.76
COMA HOURS (Comp Time Accumulated)	23.26		
COMP HOURS (Comp Time Used)	8.50		187.44
HOL HOURS (Holiday Pay)	234.26		5,980.54
HOLW HOURS (Holiday Worked @ 2.5x)	16.00		608.52
J003 HOURS (PD HOL WK)	33.50		1,524.34
J009 HOURS (OTHER DEPT. HRS)	16.50		330.33
OVER HOURS (Overtime)	69.00		2,669.49
OVID HOURS (STEP overtime)	22.00		1,074.48
REG HOURS (Regular Time)	2,086.50		56,635.51
REG1 HOURS (Additional to regular)	24.00		520.56
SHFI HOURS (Step B)	12.00		18.00
SHFN HOURS (Shift B)	276.00		276.00
SHFQ HOURS (OVT B)	29.00		43.50
SHFU HOURS (Hol wk B)	22.00		55.00
SICK HOURS (Sick Time)	34.50		796.85
VACA HOURS (Vacation Time Used)	137.75		3,528.59
GROSS PAY	74,250.91	0.00	
NET PAY	49,808.20	0.00	
NET PAY (CHECKS)	168.78		
NET PAY (DIRECT DEPOSIT)	49,639.42		
AFLAC-POSTTAX	64.48	0.00	
AFLAC-PRETAX	81.05	0.00	
CHILD SUPPORT	88.61	0.00	
CHILD SUPPORT P	413.07	0.00	
FIT	6,189.57	0.00	
FLEX ALLEGIANCE	1,154.13	37.50	
FLEX DEP CARE	208.33	2.50	
FOP	320.00	0.00	
HEALTHINS/PRE	2,532.93	14,895.87	
MEDICARE	1,041.60	1,041.60	
MT ST FIRE ASSO	29.13	0.00	
NATIONWIDE/CITY	0.00	1,561.83	
NATIONWIDE/EMP	335.62	0.00	
P.E.R.S.	3,310.05	3,674.58	
PERS/FURS	311.70	418.32	
PERS/POLICE	1,973.38	3,159.59	
SIT	3,248.00	0.00	
SOCIAL SECURITY	2,622.24	2,622.24	
TEAMSTERS DUES	266.50	0.00	
UNEMPL. INSUR.	0.00	334.11	
UNUM LIFE INS.	113.86	0.00	
WA CHILD SUPPOR	138.46	0.00	
WORKERS' COMP	0.00	2,226.81	
CHARLES SCHWAB	1,407.91	0.00	
FIRST INTERSTAT	4,141.95	0.00	
FREEDOM BANK	1,137.62	0.00	
GLACIER BANK KA	4,950.58	0.00	

06/11/2021
Payroll
\$83,710.25
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CITY OF COLUMBIA FALLS
Payroll Summary For Payrolls from 06/11/21 to 06/11/21

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GLACIER BANK/CF	13,816.62	0.00
GLACIER BANK/WF	1,632.26	0.00
PARKSIDE CR U	11,092.74	0.00
THREE RIVERS	998.49	0.00
USAA FEDERAL	1,082.28	0.00
USBANK.	2,277.39	0.00
VALLEY BANK KAL	100.00	0.00
VERIDIAN CREDIT	325.00	0.00
WELLS FARGO	2,259.41	0.00
WELLS FARGO GA	1,251.18	0.00
WFISH CR UNION	3,165.99	0.00
FIT/SIT BASE	64,552.05	0.00
MEDICARE BASE	71,836.30	0.00
PERS BASE	66,738.90	0.00
SOC SEC BASE	42,293.99	0.00
UN BASE	74,250.91	0.00
WC BASE	72,494.80	0.00

Total 29,974.95
Total Payroll Expense (Gross Pay + Employer Contributions): 104,225.86

Check Summary

Payroll Checks Prev. Out. \$40,453.15
Payroll Checks Issued \$2,735.50
Payroll Checks Redeemed \$40,453.15
Payroll Checks Outstanding \$2,735.50
Electronic Checks \$80,974.75

Deductions Accrued	Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
Social Security	5244.48	5244.48		212260
Medicare	2083.20	2083.20		212260
P.E.R.S.	6984.63	6984.63		212270
Unempl. Insur.	334.11	1826.02	2160.13	212210
Workers' Comp	2226.81	12662.20	14889.01	212220
FIT	6189.57	6189.57		212260
SIT	3248.00	3248.00		212260
AFLAC-PRETAX	81.05	81.05	162.10	212230
NATIONWIDE/EMP	335.62	335.62		212280
Teamsters dues	266.50	266.50	533.00	212310
PERS/Police	5132.97	5132.97		212240
NATIONWIDE/CITY	1561.83	1561.83		212280
AFLAC-POSTTAX	64.48	64.48	128.96	212230
PERS/FURS	730.02	730.02		212275
MT ST FIRE ASSO	29.13	29.13		212315
HEALTHINS/PRE	17428.80	17428.80	34857.60	212400
CITY OF COLUMBI	0.00			212450
UNUM LIFE INS.	113.86		227.72	212400
FLEX ALLEGIANCE	1191.63	1191.63		212285
CHILD SUPPORT	88.61	88.61		212330
CHILD SUPPORT P	413.07	413.07		212330
WA CHILD SUPPOR	138.46	138.46		212330

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CITY OF COLUMBIA FALLS
Payroll Summary For Payrolls from 06/11/21 to 06/11/21

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FOP	320.00		320.00	212335
FLEX DEP CARE	210.83		210.83	212285
Total Ded.	54417.66	32442.91	33902.05	52958.52

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

**CITY OF COLUMBIA FALLS
CITY COUNCIL REGULAR MEETING MINUTES
HELD JUNE 07, 2021**

REGULAR MEETING – 7:00 P.M.

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

ROLL CALL: Present: Barnhart, Fisher, Lovering, Karper, Piper, and Shepard (ZOOM). Also present: City Manager Nicosia, City Clerk Staaland, Fire Chief Weeks, Detective Denham and Public Works Director Hanley

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Councilor Piper motioned to approve the agenda, seconded by Councilor Robinson and the motion carried.

CONSENT AGENDA:

Councilor Lovering made motion to approve the Consent Agenda noting all claims appeared to be in order, seconded by Councilor Fisher with Council voting as follows. Ayes: Fisher, Karper, Lovering, Piper, Robinson, Shepard and Barnhart.

Approval of Claims - June 6, 2021 - \$255,517.13

Approval of Payroll Claims - May 28, 2021 - \$114,129.72

Approval of May 17, 2021 Regular City Council Meeting Minutes

Approval of Memorandum of Agreement - Columbia Falls Swim Team and authorize City Manager to execute

Approval of Task Order #4 Amendment - Morrison-Maierle and City of Columbia Falls - TA Grant Application and authorize City Manager to execute

Approval of Memorandum of Agreement - Flathead County EMS and Columbia Falls Fire Dept - Non-Transport Agencies and authorize City Manager to execute

Approve Preliminary Engineering Contract - BNSF/Railpros - Quiet Zone Analysis

APPOINTMENTS:

Tree Board - Unexpired Term Ending December 31, 2021 - Mr. Peregrine Frissell

City Manager Nicosia said the City currently has a Tree Board opening for an unexpired term, December 31, 2021. Mr. Frissell has submitted a letter of interest to the City to serve on the Board and staff recommends approval.

Councilor Lovering motioned to appoint Mr. Frissell to the Tree Board, seconded by Councilor Fisher and the motion carried.

Approve Appointment of Probationary Volunteer Firefighter - Michael Dickerson

Fire Chief Weeks said Mr. Dickerson has submitted an application and has attended several trainings as an observer. He has also passed the background check and physical. Fire Chief Weeks and City Manager Nicosia recommend appointment.

Councilor Piper motioned to appoint Mr. Dickerson as Probationary Volunteer Firefighter, seconded by Councilor Karper and the motion carried. City Clerk Staaland administered the Oath of Office to Mr. Dickerson.

NOTICE OF PUBLIC HEARINGS/PUBLIC HEARINGS:

Mayor Barnhart read the notice: Request change in zoning from CSAG-10 (Suburban Agricultural) to CSAG-5 (Suburban Agricultural) in the Columbia Falls Zoning Jurisdiction:

The applicant, Twin Peak Farms LLC, is requesting a zone change for property at 7030 Highway 2 East, Columbia Falls from the current CSAG-10 (Suburban Agricultural) with a 10 acre minimum lot size to a CSAG-5 (Suburban Agricultural) with a five acre minimum lot size. Permitted and Conditionally permitted uses are almost identical in the two zoning designations. The vacant property is approximately 10 acres in size and is located approximately ¼ mile east of the bridge over the Flathead River. The property is described as Parcel 1 of COS 16981 of Section 16, Township 30 North, Range 20 West, P.M.M., Flathead County.

City Manager Nicosia delivered Staff Report CZC-21-03, reviewing each of the Findings of Fact. Nicosia reported that this request is coming forward from the owner of the property, Twin Peak Farms LLC. Staff recommends approval of the zone change.

Mayor Barnhart opened the Public Hearing at 7:18 pm.

Shirley Folkwein, 285 Shooting Star Drive, said she is representing the Upper Flathead Neighborhood Association. The Association opposes the request to rezone the Twin Peaks Farms property from CSAG-10 to CSAG-5. The Association also provided written comments and photos of the property.

Mayor Barnhart closed the Public Hearing at 7:20 pm, noting that the Council had received written comments in the packet.

Councilor Piper motioned to approve Staff Report CZC-21-03 as Findings of Fact, seconded by Councilor Karper with Council voting as follows. Ayes: Fisher, Karper, Lovering, Piper, Robinson, Shepard and Barnhart.

Public Hearing - Tax Exemption or Abatement - Cedar Palace LLC 500 12th Ave West

Mayor Barnhart read the hearing notice: The Columbia Falls City Council will hold a public hearing to consider an application for tax exemption or abatement for Cedar Palace LLC for the extensive remodel at 500 12th Avenue West at the regular Council meeting on Monday June 7, 2021 starting at 7:00 p.m. in the Council Chambers, City Hall, 130 6th Street West, Columbia Falls. The hearing will be held in person and virtually by ZOOM and will be conducted in accordance with the latest CDC health guidelines.

The City Council will consider the application for tax exemption or abatement pursuant to state statute, 15-24-1502, MCA, for the remodeling, reconstruction or expansion of the office building located at 500 12th Avenue West. The application was approved by the Montana Department of Revenue as it complies with the statutory requirements.

City Manager Nicosia reported that the City Council had previously approved the Tax Exemption and Reduction for Remodeling, Reconstruction or Expansion of Existing Commercial Buildings or Structures by Resolution. Subsequently, the City must consider each application received under the tax exemption and reduction provisions. Nicosia reported that the first step is to have the Department of Revenue approve the application, noting that the improvements must exceed five percent of the value of the building. After DOR approval, the City gives notice in the newspaper of a hearing to consider the tax exemption or reduction. Nicosia noted that City Staff recommends approval of the application from Cedar Palace LLC.

Mayor Barnhart opened the Public Hearing at 7:30 pm and closed the hearing upon no one wishing to testify on the issue.

Mayor Barnhart read the following Notice of Public Hearings:

The Columbia Falls City-County Planning Board will hold a public hearing for each of the following items at their regular meeting on Tuesday **June 15, 2021** at 6:30 p.m. in the Council Chambers at City Hall, 130 6th Street West, Columbia Falls, Montana. The Columbia Falls City Council will hold subsequent hearings on **Tuesday July 6, 2021** starting at 7:00 p.m. in the same location. The hearings will be conducted in person at City Hall as well as virtually via ZOOM.

Request to change zoning from CSAG-5 (Suburban Agricultural) to CR-1 (Suburban Residential) in the Columbia Falls Zoning Jurisdiction:

The applicant, Jean Flynn, is requesting a zone change at 221 Rogers Road in the Columbia Falls area from the current CSAG-5 (Suburban Agricultural) to a CR-1 (Suburban Residential) designation. The property is approximately five acres with a residence and outbuildings. The property is described as Parcel B of COS 16149 (Assessors' Tract's 9A, 1AA, 1ABAA, and 8A) of Section 17, Township 30 North, Range 20 West, P.M.M., Flathead County.

Request for a Planned Unit Development (PUD) for the Garnier Heights Development:

The applicant, RH Joint Holdings, LLC, is requesting a PUD Overlay for property generally located north of Lemburg Lane between North Hilltop Road and Meadow Lake Boulevard. The property is 28 acres in size and is zoned with a combination of CR-1, CR-2, and CR-3 urban residential zoning districts. The PUD will allow the applicant to cluster lots into single family attached and detached units preserving 11.42 acres in park and open space. The overall density of the project is 3.55 units per acre. In addition to the clustering, the applicant is asking for a front yard setback deviation for the alley loaded townhomes. The property is described as Parcel 1 of COS 14679 excepting therefrom the property within the Plat known as Hilltop Meadows in Section 7, Township 30 North, Range 20 West, P.M.M., Flathead County.

Request for Preliminary Plat approval of the Garnier Heights Subdivision – A 102- unit development:

The applicant, RH Joint Holdings, LLC, is requesting preliminary plat approval for property generally located north of Lemburg Lane between North Hilltop Road and Meadow Lark Boulevard. The applicant will subdivide the property into 102 units with a combination of single family detached, two unit attached, and four unit attached structures. The subdivision will place 11.42 acres of the 28-acre parcel in park and open space and develop an overall density of the project is 3.55 units per acre. The subdivision has two access points one from Meadow Lake Boulevard on the east and the other on North Hilltop Road to the west. All internal subdivision roads will be developed to City standards with curb, gutter, sidewalks, and boulevard trees. The property is described as Parcel 1 of COS 14679 excepting therefrom the property within the Plat known as Hilltop Meadows in Section 7, Township 30 North, Range 20 West, P.M.M., Flathead County.

Expansion of the Columbia Falls Urban Renewal District:

The City of Columbia Falls is requesting public comment regarding the expansion of the Columbia Falls Urban Renewal District. The expansion is requested for the property formerly known as the Cedar Palace along with the surrounding 23.87 acres on seven parcels. The purpose of the expansion is to allow Tax Increment funds to be spent on public infrastructure within the defined area. The property is located at 500 12th Avenue West and described as Assessor's Tracts 8, 8B, 8F, 8G, 8HA, 8H, and 8E; and more specifically as follows:

ORDINANCES / RESOLUTIONS:

Resolution # 1848 - A Resolution of the City Council of Columbia Falls, Montana Establishing Fees for the Use of the City's Pool for the 2021 Season

City Manager Nicosia said the City staff is recommending continuing the day use pass at \$2 per person with a punch pass for \$20 or \$40 as they were very popular last year and provide efficient cash collections. This resolution includes a recommendation to increase the Lap Pass fees by \$2, which will be in line with the individual pass fees. Nicosia noted that all other fees are the same as last year. City staff is excited to be able to offer swim lessons this season. Nicosia noted that the pool will open for the season on Friday, June 11th.

Councilor Fisher motioned to approve Resolution # 1848, seconded by Councilor Lovering with Council voting as follows. Ayes: Karper, Lovering, Piper, Robinson, Shepard, Fisher and Barnhart.

Resolution # 1849 - A Resolution of the City Council of the City of Columbia Falls, Montana, Approving the Application of Cedar Palace LLC for Tax Benefits for the Remodeling, Reconstruction or Expansion of an Existing Building or Structure Located at 500 12th Ave West, Columbia Falls, Montana.

Councilor Lovering motioned to approve Resolution #1849, seconded by Councilor Karper with Council voting as follows. Ayes: Lovering, Piper, Robinson, Shepard, Fisher, Karper and Barnhart.

First Reading - Ordinance # 806 - An Ordinance of the City Council of the City of Columbia Falls, Montana, Amending the Columbia Falls Zoning Map from CSAG-10 Suburban Agriculture to CSAG-5 Suburban Agriculture for the Property Located at 7030 Highway 2 East, Further Described as Parcel 1 of COS 16981 of Section 16, Township 30 North, Range 20 West, P.M.M., Flathead County, Montana

Councilor Karper motioned to approve the First Reading of Ordinance #806, seconded by Councilor Shepard and the motion carried.

REPORTS / BUSINESS FROM MAYOR & COUNCIL

Councilor Fisher reported that visitors are here and his business is at peak capacity, similar to July and August. Fisher inquired on the vacation rental report and City Attorney Breck noted that it will be at the next council meeting.

Mayor Barnhart said the paving of Railroad Street by MDOT went well. Mayor Barnhart asked if they are they going to work on Nucleus as well. Nicosia said they are going to chip seal Nucleus before June 30th.

Councilor Shepard said Glacier Medical is thrilled that the City is getting the grant for road repair and will be starting the engineering soon.

CITY MANAGER REPORT

City Manager Nicosia introduced Chris Hanley as the Public Works Director. Mr. Hanley said he has lived in the valley since 2002, and had attended school here as well. Mr. Hanley said he is thrilled and excited to serve the town he and his family care about, live in and attend school.

Nicosia said the Transportation Alternatives Grant was submitted on Friday for the sidewalk on Railroad Street. There were 6 applicants out of Flathead County.

Nicosia said we have been unsuccessful on the Build Grant last year; it is now called the Raise Grant. We would have to pay approximately \$12k to dust off the prior application and submit again. We will compete with all cities in Montana as we are all deemed small cities; each state will get up to \$36 million. Nicosia feels we should go after the grant this year as we have the support of the MT Department of Transportation and the project is supported by our draft Transportation Plan. Additionally, the federal government has increased the funding in the Raise Grant.

Nicosia reported that the assigned Engineer Veronica at EDA is reviewing our draft RFQ and as soon as we get the green light we will advertise for Engineers for the 12th Ave W. project. We will then advertise for three weeks.

Nicosia reported that the City has had some vandalism in our City Parks, particularly at Horine Park. The Police Department has increased patrol and we are asking the public to keep an eye out and report anything suspicious. Nicosia also noted that there has been complaints of speeding on Martha Road, staff has put out the speed cart and have added more patrol.

Nicosia reported that city staff has discussed the possible ARPA COVID funding uses. The City is going to receive approximately \$1.5 million, direct and HB 632 funding, which we need to address the water leaks within the water system in addition to the required WWTP improvements.

City staff is launching the Resort Tax information; businesses have been reaching out to us for instructions for the tax will go into effect October 1, 2021.

Nicosia also noted that the City is advertising for a Police Commissioner as Mr. Loveall did not wish to be reappointed to another three-year term.

CITY ATTORNEY REPORT

City Attorney Breck said he will follow up on the Vacation Rentals at the next council meeting. Breck said there is a huge study out of U of M that gives a summary of what county and cities are doing. There is more revenue generated in nightly rentals than motels. Breck said there is very little case law on the nightly rentals.

Detective Gary Denham said Officer Stufflebeem is at the Police Academy and will graduate the end June. Denham said all indications from staff are he is doing very well. The department looks forward to his return.

MISCELLANEOUS

Fire Department Activity YTD

ADJOURN

Next Scheduled Meetings:

City Council – Regular Meeting – Monday, June 21, 2021 - 7:00 PM

Planning Board – Tuesday, June 15, 2021 - 6:30 PM

Councilor Lovering motioned to adjourn, seconded by Councilor Karper and the meeting adjourned at 8:59 p.m.

Mayor

City Clerk

6/21/2021

To: Mayor & Council

From: City Manager Susan Nicosia

Finance Director Shawn Bates

Re: Utility Account Write-Off's - Bad Debt

Please authorize these accounts to be written off as Bad Debt Expense:

Raymond Sorenson	00519-00	\$	167.50	Estate/Unoccupied
Kelly Rossier	00678-05	\$	98.50	Sold
Kristi McKessick	00801-07	\$	149.27	Sold

Total	\$	415.27
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These balances are all owed by owners and collection efforts have been initiated, however current collection is not assured. These accounts are over 120 days old.

Council must authorize the recording of Bad Debt Expense.

June 19, 2021

To: Mayor & Council

From: Finance Director Bates and City Manager Nicosia

RE: Consent approval to void checks outstanding for longer than one year – effective June 30, 2021 as listed below

Check #	Payee	Amount
49483	Sean Hoerner	\$223.85
49506	Tom Coburn/MT Flathead	\$200.00

Pursuant to state statute, the City may cancel checks (warrants) outstanding for longer than one year.

7-6-4303. Cancellation of municipal warrants and checks. (1) The city or town council may cancel municipal warrants and checks that have remained outstanding and unpaid for a period of 1 year or longer.

(2) The city or town clerk shall:

(a) enter on the record of warrants or checks, opposite the entry of each instrument, the date when it was canceled;

(b) make a list of the canceled instruments, specifying the number, date, and amount and the person to whom it was payable; and

(c) enter the list in the minutes of the city or town council proceedings.

AGREEMENT TO FURNISH ENGINEERING SERVICES
to
CITY OF COLUMBIA FALLS
for
GENERAL ENGINEERING & SURVEYING SERVICES

For the consideration hereinafter set forth, ROBERT PECCIA & ASSOCIATES, INC. (hereinafter referred to as the Engineer) agrees to provide engineering and related services as described herein to the CITY OF COLUMBIA FALLS (hereinafter referred to as the Client) for a project generally described as follows (hereinafter the Project):

The Engineer will provide on-call civil engineering and surveying services for the City of Columbia Falls for a period of five (5) years from the execution of this Agreement. Individual Task orders will be prepared and executed for specific projects, outlining the project scope of services, fees, and schedule.

ARTICLE 1. SCOPE OF SERVICES

The Engineer agrees to provide engineering and related services for the Client's Project. The services to be provided, and the compensation for such services, shall be as mutually agreed to in separate Task Orders to this Agreement executed by both parties. Unless otherwise indicated in a Task Order, execution of a Task Order by the Client shall constitute notice to and authorization for the Engineer to proceed with the services enumerated in the Task Order. The Engineer shall have no other obligations or responsibilities for the Project except as agreed to in writing.

ARTICLE 2. BASIS OF COMPENSATION

A. COMPENSATION

As a consideration for providing the services covered under this Agreement, the Client shall pay the Engineer a lump sum fee or the Engineer's current salary cost, overhead, and direct costs, plus a fixed fee, whichever is appropriate, as described in each Task Order.

B. BUDGET

The budget for the Scope of Services as established in each Task Order shall be negotiated by the parties at the time each service is authorized.

C. CHANGE OF SCOPE

The Scope of Services and its related budget for each Task Order shall be limited to the scope and budget expressly set forth in the Task Order. Changes in the indicated Scope of Services shall be subject to renegotiation and shall be implemented by a formal amendment to the appropriate Task Order.

D. BASIS OF COSTS

The budgets listed in the Task Orders are based on salaries and expenses estimated for completing the work in the time frames indicated in each Task Order. Should the services scheduled be delayed because of circumstances beyond the reasonable control of the Engineer, the parties will renegotiate the Engineer's compensation to provide for additional costs of service.

The Client recognizes that in the course of completing the services under this Agreement, the Engineer may encounter conditions which are beyond the control of the Engineer and thus creating potential for claims and additional costs to the Engineer which are not covered in fees charged and earned for services provided. This category includes, but is not limited to the following:

1. Professional services relating to the disposal of hazardous wastes, or the encountering of hazardous wastes during the performance of design and construction of the project.
2. Unknown underground utilities or other man-made underground objects not properly located.
3. Unavoidable contamination of subsurface areas, aquifers, etc. or the disturbance of natural underground resources during the design and construction of the project.
4. Changes in statutes, codes, regulations or standards that occur during the course of design or the work.
5. Information provided by others which is not accurate or complete.
6. Physical or environmental conditions that may arise and differ materially from those existing at the beginning of the Project

Should any such condition occur during the performance of this contract, the Client hereby waives any claim against the Engineer and agrees to defend, indemnify and hold the Engineer harmless from any claim or liability for injury or loss allegedly arising from the Engineer encountering of said conditions other than claims or liability arising from the sole negligence or willful misconduct of the Engineer. The Client agrees to compensate the Engineer for any time spent and expenses incurred by the Engineer in defense of any such claim with such compensation based upon the Engineer's prevailing fee schedule and expense reimbursement policy.

E. ADDITIONAL SERVICES

Additional services not specified in Article 1, but subsequently requested by the Client, shall be included in the appropriate Task Order or a separate Task Order shall be written for the additional services.

F. ALTERNATIVE DESIGNS

If the Client directs that competitive bids be taken for construction of alternative designs where this involves the preparation of designs, drawings, and specifications for alternative facilities not previously agreed to, the compensation to the Engineer shall be on the basis of an additional payment to be mutually negotiated at the time the Client directs that alternative designs, drawings, and specifications be prepared.

G. LITIGATION ASSISTANCE

Engineer will not be obligated to provide expert witness or other litigation support related to its services, unless expressly agreed in writing. In the event Engineer is required to respond to a subpoena, government inquiry or other legal process related to the services in connection with a proceeding to which it is not a party, Client shall reimburse Engineer for its costs and compensate Engineer at its then standard rates for the time it incurs in gathering information and documents and attending depositions, hearings, and other similar or related tasks.

ARTICLE 3. PAYMENT FOR SERVICES

Payment to the Engineer, as prescribed in Article 2, shall be made as follows:

A. PAYMENT FOR SERVICES

Payment is due within 30 days after receipt of billing of the amount due for each service rendered. Engineer may suspend performance of services upon ten (10) calendar days' notice to the Client for failure of payments when due, or for any other breach of this Agreement. Engineer shall not have any liability whatsoever to the Client for any costs or damages as a result of such suspension. If Engineer resumes services after payment by Client, the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Engineer to resume performance. If an invoice remains unpaid for more than 90 days, Engineer shall have the right, but not the obligation, to initiate collection procedures.

B. NO OFFSET

The Client shall not withhold amounts from the Engineer's compensation to impose a penalty or liquidated damages on the Engineer, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Engineer agrees in writing, or has been found liable for the amounts in a binding dispute resolution proceeding.

C. INTEREST

If payment of the amounts due or any portion thereof is not made as prescribed above, interest on the unpaid balance will accrue at the rate of one percent (1%) per month and become due and payable at the time said overdue payments are made, unless delay in payment is due to improper, contested, or inadequate billing procedures followed by the Engineer. If the Engineer has to retain an attorney to assist in recovering amounts due under this Agreement, Engineer also shall be entitled to recover reasonable attorney's fees and costs.

ARTICLE 4. OBLIGATIONS OF THE ENGINEER

A. AUTHORIZATION TO PROCEED

The Engineer will not begin work on any of the services listed in Article 1 until the Client directs him to proceed. Authorization to proceed on work elements under this Agreement as to scope, cost, and time for completion shall be in the form of a Task Order as previously described.

B. SUBSURFACE INVESTIGATIONS

The Client may retain a geotechnical engineer to provide detailed recommendations based on the characteristics of the soils at the location of the Project. The Engineer does not have the knowledge, or training regarding soils issues that a geotechnical engineer will have, and as a result the Engineer may not identify all potential soils issues, or risks associated with soils issues. The Engineer cannot and does not make any guarantees, representations, promises, or expressions of opinion regarding the soils at the Project site or the possible impacts those soils will have on the Project.

C. PERIODIC SITE VISITS

Visits to the construction site and observations made by the Engineer as part of services during construction are made for the purpose of determining whether, in general, work appears to be proceeding in a manner that indicates that the Project, when completed, will conform to the design intent. Engineer will not make detailed or exhaustive investigations of Contractor's work. Engineering visits and observations shall not relieve the Construction Contractor(s) of an obligation to conduct comprehensive inspections of the work sufficient to ensure conformance with the intent of the Contract Documents and shall not relieve the Construction Contractor(s) of total responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the Construction Contract(s) in conformance with the intent of those Contract(s) and for all safety precautions incidental thereto. Such visits by the Engineer are not to be construed as part of the observation duties of the on-site representative personnel defined herein, nor is the Engineer in any way responsible for inspecting, noting, commenting on, or reporting safety deficiencies. The Engineer shall not be responsible for the acts or omissions of any Contractor(s)' or subcontractor(s)' agents or employees or any persons at the site except Engineer's own employees and agents.

D. DESIGN WITHOUT CONSTRUCTION PHASE SERVICES

Engineer shall be responsible only for those construction phase services expressly required of Engineer in a subsequent Task Order. With the exception of such expressly required services, Engineer shall have no obligation to provide design, shop drawing or submittal review, or other obligations during construction and Client assumes all responsibility for the application and interpretation of the Contract Documents, review and response to Contractor claims, contract administration, processing change orders, revisions to the Contract Documents during construction, construction insurance and surety bonding interpretation and enforcement, construction observation and review, review of payment applications, and all other necessary construction phase engineering and professional services. The Engineer will not be able to sign any certifications required by state or federal agencies, or funding agencies, unless the Engineer

is closely involved in those aspects during construction. Client waives all claims against the Engineer that may be connected in any way to construction phase engineering and professional services except for those services that are expressly required of Engineer in a subsequent Task Order.

E. SELECTION OF ON-SITE REPRESENTATIVE

The Client reserves the right to review and approve the qualifications of the Engineer's on-site representative personnel (if an on-site representative is included in the Scope of Services set forth in a subsequent Task Order). The Client may request to interview the Engineer's on-site representative personnel prior to giving final approval.

F. ON-SITE REPRESENTATIVE

If on-site representation is included in the Scope of Services set forth in a subsequent Task Order, the Engineer's on-site representative personnel will make reasonable efforts to assist in determining whether the work of the Contractor(s) fulfills the provisions of the Contract Documents. Their day-to-day presence and observations will not, however, cause the Engineer to be responsible for those duties and responsibilities that belong to the Client and/or Construction Contractor(s) or other parties and which include, but are not limited to, full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work and for all safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents. Such on-site observations shall not, in any way, make the Engineer responsible for inspecting, noting, observing, or reporting on safety deficiencies of the Contractor nor for the acts or omissions of said Contractor(s)' or subcontractor(s)' agents or employees or any other persons at the site except Engineer's own employees and agents.

G. ON-SITE RESPONSIBILITIES

If on-site representation is included in the Scope of Services set forth in a subsequent Task Order, the Engineer shall act as the Client's representative for all matters incidental to coordination of the project during construction; but the Engineer has not been retained or compensated to direct or supervise the Contractor's personnel; operate or have direct use of equipment; be responsible for construction means, methods, techniques, and procedures; be responsible for safety precautions on the project, or in any way infringe on the duties of the Contractor(s). The Contractor alone is responsible for the adequate performance in conformance with the intent of the Construction Contract involving all aspects of the project and for the acts or omissions of the Contractor's agents or employees.

H. OPINIONS OF PROBABLE CONSTRUCTION COSTS

Engineer's opinion of probable construction cost provided for herein are to be made on the basis of Engineer's experience and qualifications and represent Engineer's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that

proposals, bids or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Client wishes greater assurance as to probable construction cost, Client shall employ an independent cost estimator.

I. CONSTRUCTION PROGRESS PAYMENTS

Recommendations by the Engineer to the Client for periodic construction progress payments to the Contractor are based on the Engineer's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated and that the quality of work represented by the recommendation is generally in accordance with the intent of the Contract Documents. Such recommendations, however, shall not be deemed to represent that continuous, exhaustive, or detailed examinations or reviews of the work have been made by the Engineer to ascertain that the Contractor has completed the work in exact accordance with the Contract Documents nor that the final work will be acceptable in all respects. Recommendation of such payment does not infer that the Engineer has made an examination to ascertain how or for what purpose any construction Contractor has used the moneys paid on account of the Contract Price or that title to any of the work, materials, or equipment has passed to Client free and clear of liens, claims, security interests, or encumbrances, or that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.

J. STANDARD OF CARE

The standard of care ("Standard of Care") for all services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of Engineer's profession practicing under similar conditions at the same time and in the same locality on the same or similar projects. ENGINEER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT OR OTHERWISE IN CONNECTION WITH ENGINEER'S SERVICES.

K. RECORD DRAWINGS

Record drawings will be prepared, in part, on the basis of information compiled and furnished by others and are not intended to represent in detail the exact location or type of various components nor the exact manner in which the project was finally constructed. The Engineer will not be responsible for any errors or omissions that have been incorporated into the record drawings through the negligence or faulty information of others.

L. NO AUTHORITY OVER WORKSITE ACTIVITIES OR OTHER CONTRACTORS

Engineer shall not have any duty or authority to direct, supervise, oversee or control (i) any activities at the worksite, or (ii) any contractors of Client or their work. Engineer is not responsible for the means, methods, techniques, procedures or sequences of the Contractor or any subcontractor. The Contractor and subcontractors are solely and exclusively responsible for performing their work in accordance with the plans and specifications. Engineer's services and/or presence at a site shall not relieve others of their responsibility to Client or to others. Engineer shall not be liable for the failure of Client's contractors or others to fulfill their responsibilities, and Client agrees to indemnify, hold harmless and defend Engineer against any claims arising out of such failures. Neither the professional activities of Engineer, nor the

presence of Engineer at the construction/project site, shall relieve the general Contractor and all subcontractors of any of their responsibilities and duties to perform the work in accordance with the Contract Documents and to comply with any health or safety precautions required by any regulatory agencies. Engineer does not have authority to control any Contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the Contractor and subcontractors are solely responsible for job site safety. Accordingly, the Client shall require the Contractor and all subcontractors to defend, indemnify, and hold harmless the Engineer from any and all claims, losses, suits, damages, and liabilities, including attorneys' fees and costs, arising in any way from such contractors' or subcontractors' services or work product, except to the extent caused by the sole negligence of the Engineer.

M. CONFIDENTIAL INFORMATION

Although Engineer generally will not disclose without Client's consent information provided by Client or developed by Engineer in the course of its services that is designated by Client in writing as confidential, Engineer shall not be liable for disclosing such information if it in good faith believes such disclosure is required by law or is necessary to protect the safety, health, property or welfare of the public; if such disclosure is ordered by a court of competent jurisdiction, or if the information designated as confidential becomes publicly known through no fault of the Engineer. Engineer shall notify Client of any such disclosure.

N. CONTRACTOR'S PAYROLLS AND BASIC RECORDS

During construction the Contractor will be required to submit copies of their payroll and basic records to both the Engineer and Client for archive purposes only. In addition, the Contractor will be required to submit a certification signed by the employer or his agent indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the Montana Department of Labor and Industry, and that the classifications set forth for each laborer or mechanic conform with the work he/she performed. Because the Engineer has no formal training in contractor labor laws or in the interpretation of payroll reports, the Engineer will rely on the Contractor's certification that the employees are being classified and paid appropriately. If the Client wishes to monitor the Contractor's payroll records they shall do so on their own or shall employ an independent consultant trained in these matters.

O. CONTRACTOR'S INSURANCE AND BONDS

Engineer shall not provide or have any responsibility for surety bonding or insurance related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

P. SIGNING DOCUMENTS

Engineer shall not be required to sign any documents, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot personally ascertain. Client agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing such documents.

Q. SUBMITTAL REVIEW

If the Scope of Services in a subsequent Task Order includes review of submittals, the Engineer shall review and accept or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is required to submit, but only for the limited purpose of checking for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. The Engineer's review shall be conducted with reasonable promptness while allowing sufficient time in the Engineer's judgment to permit adequate review. Review of a specific item shall not indicate that the Engineer has reviewed the entire assembly of which the item is a component. The Engineer shall not be responsible for any deviations from the Construction Documents not brought to the attention of the Engineer in writing by the Contractor. The Engineer shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

R. ACCESSIBILITY ACTS

The Americans with Disabilities Act, the Fair Housing Amendments Act, and related federal and state "accessibility" laws and regulations (collectively "Acts") are not detailed building codes. The requirements of the Acts are general in nature and open to differing interpretations. The Engineer will provide services in a manner consistent with the intent of the Acts and shall comply with the Standard of Care in responding to the requirements of the Acts but does not warrant or guarantee that the project will satisfy all possible interpretations or applications of the Acts.

ARTICLE 5. OBLIGATIONS OF THE CLIENT

A. AUTHORIZATION TO PROCEED

Authorize the Engineer to proceed prior to the Engineer starting work on any of the services listed in Article 1 by executing a Task Order for each phase of the work.

B. CLIENT'S REPRESENTATIVE

Designate a person to act as Client's representative with respect to the services to be performed or furnished by Engineer under this Agreement. Such person will have complete authority to transmit instructions, receive information, interpret and define Client's policies and decisions with respect to Engineer's services for this Project.

C. PROJECT REQUIREMENTS

Provide all criteria and full information as to Client's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and

expendability, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in the Drawings and Specifications.

D. CLIENT-FURNISHED DATA

Provide to the Engineer all technical data in the Client's possession, including previous reports, maps, surveys, borings, and all other information required by the Engineer and relating to the Engineer's work on the project. Such information shall include, but not be limited to, the Client's requirements for the project, any design criteria or constraints, and copies of design and construction details or standards that Client requires to be included. Engineer may rely upon the accuracy, timeliness, and completeness of the information provided by the Client in performing Engineer's services to the Client.

E. ACCESS TO FACILITIES AND PROPERTY

Make its system facilities and properties available and accessible for inspection by the Engineer and provide labor and safety equipment as required by the Engineer and as authorized by Client.

F. ADVERTISEMENTS, PERMITS, AND ACCESS

Pay all costs and be responsible for publishing advertisements for bids and for obtaining permits and licenses that may be required by local, state, or federal authorities and shall secure the necessary land, easements, and rights-of-way, and shall provide access as necessary for the Engineer to perform his services on public or private property as required, unless as otherwise specified herein.

G. TIMELY REVIEW

The Client shall examine all studies, reports, sketches, drawings, specifications, proposals, and other documents presented by the Engineer, obtain advice of an attorney, insurance counselor, accountant, auditor, and other consultants as Client deems appropriate for such examination and render in writing decisions pertaining thereto in a timely manner so as to not delay the services of Engineer.

H. PROMPT NOTICE

The Client shall give prompt written notice to Engineer whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Engineer's services or any defect in the work of the Engineer or Contractors.

ARTICLE 6. GENERAL LEGAL PROVISIONS

A. FORCE MAJEURE

Engineer shall not be responsible for any delay or failure of performance caused by fire or other casualty, labor dispute, government or military action, transportation delay, inclement weather, Act of God, act or omission of Client or its contractors, failure of Client or any government authority to timely review or to approve the services or to grant permits or approvals, or any

other cause beyond Engineer's reasonable control, and Engineer's compensation shall be equitably adjusted to compensate it for any additional costs it incurs due to any such delay.

B. INDEMNIFICATION

Indemnification by Engineer:

The Engineer shall indemnify and hold harmless the Client and its officers, directors and employees against and from any and all liability, loss, damage, claims, demands, costs and expenses, including court costs and reasonable counsel fees, arising out of personal injury or death of any person, or loss or damage to property, but only to the extent such personal injury, death, loss or damage is caused by the negligence, knowingly wrongful acts, errors or omissions of the Engineer, its agents and/or employees.

Indemnification by Client:

The Client shall indemnify and hold harmless the Engineer and its employees and agents, against and from any and all liability, loss, damage, claims, demands, costs and expenses, including court costs and reasonable counsel fees, arising out of personal injury or death of a person or loss or damage to property but only to the extent such personal injury, death, loss, destruction or damage is caused by the negligence, knowingly wrongful acts, errors or omissions of the Client, its agents and/or employees.

C. LIMITATION OF LIABILITY

In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Engineer to the Client, and anyone claiming by or through the Client, for any and all claims, losses, costs, damages of any nature whatsoever, and claims expenses from any cause or causes (including attorneys' fees and costs and expert witness fees and costs), including those resulting from negligence, breach of contract, breach of statutory duty or otherwise (collectively "Claims") so that the total aggregate liability for and in connection with the entire Project, regardless of how limited in scope the services under this Agreement may be, shall not exceed an amount equal to the Engineer's total compensation under this Agreement. The Client further agrees that the officers, principals, directors and employees of the Engineer and its agents will not be individually liable in respect of any Claims, holds such individuals harmless from all Claims and covenants not to bring any Claims against such individuals. Claims by, through or under the Client shall specifically include any claims by purchasers of the Project (both first purchasers and subsequent purchasers), subsequent purchasers of the entire Project (during or after completion), lenders of the Client and their assignees, any assignee of the Client, and any invitee of the Client. The parties agree that specific consideration has been given by the Engineer for this limitation and that it is deemed adequate. The Client acknowledges that it could obtain a higher liability limit from the Engineer in return for increasing the Engineer's fee, but has elected not to do so.

D. LEVEL OF ENGINEERING EFFORT

The Client and Engineer recognize that established compensation schedules and cost guidelines, plus previous experience and estimates of work efforts, were used in negotiating the basis of compensation in this Agreement. The Client and Engineer further recognize that it is cost-prohibitive to the Client to expect or require an absence of construction Contract Change Orders because of Contract Document ambiguities, inconsistencies, and/or discrepancies on a project of this type. Said guidelines and estimates and resulting basis of compensation, therefore, reflect a generally recognized level of engineering effort and professional competence that represent a balance between additional project costs directly attributable to said Change Orders and the necessary additional engineering changes to minimize or eliminate said Change Orders. The Contractor may require additional information from the Engineer to clarify, correct, supplement, and coordinate the design intent shown in the Construction Documents that result in increases in the construction cost, and that an increase in the construction cost does not automatically mean that the Engineer has breached the Standard of Care.

E. TERMINATION

This Agreement may be terminated by the Client for its convenience by giving 30-days written notice to the Engineer.

This Agreement may be terminated by either party upon 30-days written notice should the other party fail substantially to perform in accordance with this Agreement through no fault of the other or if the project is stopped by conditions beyond the control of the Client. Failure to perform includes failure of the Client to promptly pay the Engineer in conformance with Article 3.

In the event of termination, the Engineer shall be paid in full for all work previously authorized and performed up to the termination date, plus termination expenses if termination is not caused by failure of the Engineer to perform in accordance with this Agreement.

If no termination is implemented, relationships and obligations created by this Agreement shall terminate upon completion of all applicable requirements of this Agreement.

F. SUSPENSION, DELAY, OR INTERRUPTION OF WORK

The Client may suspend, delay, or interrupt the work of the Engineer on the project for the convenience of the Client or for reasons beyond the control of the Client or Engineer.

In the event of such suspension, delay, or interruption, an adjustment in compensation due the Engineer shall be made for all increases in cost of the Engineer's performance under this Agreement, including personnel relocation and/or replacement costs, and all other identifiable labor and expense costs.

G. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and

binding upon Client and Engineer, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

H. VENUE

In the event of litigation or arbitration concerning this Agreement, venue shall be in the First Judicial District in and for the County of Lewis and Clark, Montana, and this Agreement shall be governed by the laws of the State of Montana both as to interpretation and performance.

I. WAIVER OF CONSEQUENTIAL DAMAGES

Client agrees to waive all claims against Engineer or Engineer's officers, directors, employees, agents, subcontractors and consultants for special, indirect, incidental or consequential losses or damages of any kind or nature whatsoever, including but not limited to commercial loss, loss of use, or lost, delayed or diminished profits, revenues or opportunities, even if Engineer has been advised of the possibility of such damages. This waiver shall apply to any such damages based upon any cause of action whatsoever, including but not limited to breach of warranty, guaranty or contract, product liability, negligence, breach of contract, strict liability or indemnity.

J. HAZARDOUS ENVIRONMENTAL CONDITION

Client represents to Engineer that to the best of its knowledge a Hazardous Environmental Condition does not exist. Client has disclosed to the best of its knowledge to Engineer the existence of all asbestos, PCB's, petroleum, hazardous waste, or radioactive material located at or near the project site, including type, quantity and location.

If a Hazardous Environmental Condition is encountered or alleged, in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the work, the Engineer shall have the obligation to notify Client and, to the extent of applicable laws and regulations, appropriate government officials.

It is acknowledged by both parties that the Engineer's scope of services does not include any services related to a Hazardous Environmental Condition. In the event the Engineer or any other party encounters a Hazardous Environmental Condition, the Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Client: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

K. NO THIRD-PARTY BENEFICIARY

Nothing in this Agreement shall create a contractual relationship with or a cause of action in favor of a third-party against the Engineer or the Client. The Engineer's services under this Agreement are being performed solely for the benefit of the client, and no other party or entity shall have any claim against the Engineer because of this Agreement or the performance or non-

performance of any services under this Agreement. No other party or entity is intended to benefit from this Agreement.

L. EMPLOYMENT PRACTICES – EQUAL EMPLOYMENT OPPORTUNITY

To provide equal employment and advancement opportunities for all individuals, the Engineer will base employment decisions on merit, qualifications, and abilities. The Engineer is an equal opportunity employer and will not discriminate in employment opportunities or practices on the basis of sex, age, religion, creed, race, color, marital status, physical or mental disability, national origin, pregnancy, veteran or military status, sexual orientation, or any other characteristics protected by law, unless the reasonable demands of the job require a distinction to be made. This applies to all areas of employment including hiring, training, salary administration, promotion, job assignment, discipline, layoffs, and termination.

M. WAIVER OF SUBROGATION

To the extent damages are covered by property insurance or other insurance applicable to the work at the Project site, the Client and Engineer waive all rights against each other and employees of the other for damages, except such rights as they may have to the proceeds of such insurance.

N. NO ASSIGNMENT

During the term of this Agreement and following its expiration or termination for any reason, neither Client nor the Engineer shall transfer, assign, convey or sublet any right, claims (including any causes of action or claims alleging breach, negligence, loss or damages arising out of this Agreement), duty or obligation under it, nor any other interest therein, without the prior written consent of the other party. The sole exception to this provision is that the Client may assign this Agreement to a lender providing financing for the Project so long as the lender agrees to assume the Client's rights and obligations under this Agreement, including any payments due to the Engineer by the Client prior to the assignment.

ARTICLE 7. GENERAL PROVISIONS

A. ACCESS TO DOCUMENTS

It is expressly understood that the Engineer's records relating to this Agreement will be available during normal business hours for inspection by the Client, or authorized representative of the above.

B. REUSE OF DOCUMENTS

All documents including Drawings and Specifications provided or furnished by Engineer (or Engineer's Consultants) pursuant to this Agreement are Instruments of Service in respect of the Project, and Engineer and Engineer's Consultants, as appropriate, shall retain all ownership and property interest, including all copyrights and intellectual property rights, in the Instruments of Service (including the right of reuse by and at the discretion of Engineer and Engineer's Consultants, as appropriate) whether or not the Project is completed. Provided the Client fully

performs its obligations under this Agreement, including timely payment of all sums due, the Engineer grants to the Client a non-exclusive license to use the Instruments of Service solely and exclusively for the purpose of constructing and maintaining the Project. The Client may make and retain copies for information and reference in connection with the use and occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any such reuse without written verification or adaptation by Engineer and Engineer's Consultants, as appropriate, for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Engineer, or to Engineer's Consultants, and Client shall defend, indemnify and hold harmless Engineer and Engineer's Consultants from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Engineer to further compensation at rates to be agreed upon by Client and Engineer.

C. ELECTRONIC TRANSFER OF DOCUMENTS

The Engineer may furnish to the Client, upon request, drawings in electronic media (disk) format. Client is aware that differences may exist between the electronic files delivered and any printed hard-copy documents signed and sealed by the Engineer. In the event of a conflict between any signed hard-copy documents by Engineer and electronic files, the signed or sealed hard-copy documents shall govern. Plot files in electronic media format of text, data, graphics, or of other types that are furnished by the Engineer to the Client, are only for the convenience of the Client and others. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.

Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 30-days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 30-day acceptance period will be corrected by the party delivering the electronic files. Engineer shall not be responsible to maintain documents stored in electronic media format after acceptance by the Client.

Engineer makes no representation as to the compatibility of electronic files with any hardware, software or system used by the Client or any other party. The Client assumes all risk and cost associated with the use of these files on the Client's system. Client assumes sole and exclusive responsibility for determining if any conflict exists. Nothing in the electronic files alters the requirements of the Contract Documents, including, and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate the recipient's work with that of other contractors or subcontractors for the various projects

Delivery of the electronic files shall not be deemed a sale by the Engineer, and the Engineer makes no warranties, either express or implied, of merchantability and fitness for any particular purpose.

D. DISPUTE RESOLUTION

Client and Engineer agree that they shall first attempt to resolve the dispute through direct discussion by principals or representatives with full authority to reach a compromise. If the dispute is not resolved through direct discussion the parties will then submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes"), to mediation by an independent party agreed to by the Client and Engineer. Client and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis and shall be completed within 120 days of the event causing the dispute. If such mediation is unsuccessful in resolving the dispute, then (i) the parties may mutually agree to a dispute resolution of their choice, such as arbitration, or (ii) either party may seek to have the dispute resolved by a court of competent jurisdiction.

ARTICLE 8. DESCRIPTION AND SIGNATURES**A. AGREEMENT DESCRIPTION**

This Agreement (consisting of pages 1 to 15, inclusive) constitutes the entire Agreement between the Client and the Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written Contract Amendment executed by both parties.

DATED this _____ day of _____, 2021.

CITY OF COLUMBIA FALLS

By: _____

Title: _____

ROBERT PECCIA & ASSOCIATES, INC.

By: _____

Vice President

TASK ORDER NUMBER ONE
AGREEMENT TO FURNISH ENGINEERING SERVICES
to
COLUMBIA FALLS
for
GENERAL ENGINEERING & SURVEYING SERVICES

PUBLIC WORKS PLAN REVIEW ASSISTANCE

This Task Order provides for professional engineering services to be performed by ROBERT PECCIA & ASSOCIATES, INC. (hereinafter the Engineer), for the **CITY OF COLUMBIA FALLS** (hereinafter the Client), in accordance with Article 1 of the Agreement to Furnish Engineering Services to **CITY OF COLUMBIA FALLS** for **GENERAL ENGINEERING & SURVEYING SERVICES**, dated _____, 2021 (hereinafter the Agreement). All provisions of the Agreement are incorporated by reference. This Task Order represents an authorization to proceed with the scope of services, schedule, and compensation described herein. This Task Order, when executed by both parties, shall become a supplement to and part of the basic Agreement.

ARTICLE 1. SCOPE OF SERVICES

The Engineer agrees to furnish the following professional engineering services in connection with the **PUBLIC WORKS PLAN REVIEW ASSISTANCE**, hereinafter referred to as the Project.

A. PUBLIC WORKS PLAN REVIEW ASSISTANCE

The Engineer will provide professional engineering services on an as-requested basis by the Client. The services will include general assistance to the Public Works Director for plan reviews. Services may include, but are not limited to, attending meetings, reviewing construction drawings, reports and technical specifications, and completing plan review letters.

ARTICLE 2. SCHEDULE

The schedule for services will be mutually agreed upon by the Engineer and Client for any work assigned. It is anticipated that this task order will continue for a time period of five (5) years from the date of the Agreement.

ARTICLE 3. COMPENSATION

The Engineer will be compensated for those services requested under this task order at the Engineer's current billable rates (utilizing the Engineer's current Overhead Rate), at the time of the services completed, plus 15% profit.

DATED this _____ day of _____, 2021.

CITY OF COLUMBIA FALLS

By: _____

Title: _____

ROBERT PECCIA & ASSOCIATES, INC.

By: _____
Vice President

F: ADMIN\RPA STANDARDS\AGREEMENTS\STANDARD TASK ORDER 1.doc
Version: September 16, 2020



Miscellaneous Professional Services Agreement

KLJ Project # 2104-00989 Effective Date 6/14/2021

Client Information

Name	<u>City of Columbia Falls</u>	Home #	
Billing Address	<u>130 6th Street West</u>	Cell #	
City, State, Zip	<u>Columbia Falls, MT 59912</u>	Business #	<u>406-892-4391</u>

Authorized By

Name	<u>Susan Nicosia</u>	Home #	
Title	<u>City Manager</u>	Cell #	<u>406-270-9865</u>
		Business #	<u>406-892-4391</u>

Project Description FY 2021 RAISE Grant Development

Detailed Description of Services:

KLJ will assist the City of Columbia Falls, MT, with the development of a FY 2021 Rebuilding Building American Infrastructure with Sustainability and Equity (RAISE) Grant to support the Columbia Falls Safe Connections, A Complete Streets Project application. KLJ will provide the following services:

1. KLJ will modify the existing FY 2020 BUILD Grant narrative and develop a new outline and clear recommendations to improve the strength of the written application. KLJ will update the FY 2020 BUILD application to respond to the FY 2021 RAISE Notice of Funding Availability (NOFA). Evaluate data sets which may serve to strengthen the application in meeting RAISE Selection Criteria.
2. Review and revise the Benefit Cost Analysis (BCA). Coordinate updates to the project narrative to support the revised BCA.
3. Simple project website to host support materials.

Estimated Completion Date of Services July 31, 2021

Estimated Fees for Services \$13,500 Type Hourly Rates plus Expenses

Special Conditions to be considered:
Client will collect all letters of support.

Other Items
None

TERMS AND CONDITIONS

1. Payment for services is due and payable when billed. Any amount not paid within 30 days will be subject to a late payment charge of 1½% per month. If payment is based upon Hourly Rates plus Expenses and it will be an amount equal to KLJ's Direct Labor Costs times a designated factor for labor, overhead and profit for the services of all KLJ's personnel engaged on the Project, plus Reimbursable Expenses and KLJ's Consultant charges times a factor.
2. Payment for services does not include any agency review fees, submittal fees, filing fees, permit fees, or other such fees. Client will pay all such fees directly.
3. To the fullest extent permitted by law, Client and KLJ (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that KLJ's total liability to Client under this Agreement shall be limited to the total amount of compensation received by KLJ.
4. KLJ agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors and employees (collectively, Client) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the KLJ's negligent performance of professional services under this Agreement and that of its consultants or anyone for whom KLJ is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the KLJ, its officers, directors, employees and consultants (collectively, KLJ) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with the Project and the acts of its contractors, subcontractors or anyone for whom the Client is legally liable. Neither the Client nor the KLJ shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
5. The project schedule is dependent upon Client and or agency reviews and comments being received in a timely manner. An initial schedule will be submitted when written notice to proceed is received from the Client. The schedule will be updated during the progression of the services as needed.
6. Any files or data provided by KLJ to Client for use on the project are the intellectual property of KLJ. Client agrees that nothing in this Agreement allows Client to modify or reuse KLJ's intellectual property on any other project or for any other use or purpose without written permission from KLJ. Any such use, reuse or modification of KLJ's intellectual property will be at Consultant's sole risk and without liability or legal exposure to KLJ or its officers, directors, or employees. Client shall defend, indemnify and hold KLJ, its officers, directors and employees harmless from any and all damages, liabilities, claims, demands, and causes of action of every kind and character, including costs of litigation and reasonable attorneys' fees, arising out of or resulting from any use, reuse or modification of KLJ's intellectual property.
7. The standard of care for all services performed or furnished by KLJ under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. KLJ makes no warranties, express or implied, under this Agreement or otherwise, in connection with KLJ's services.
8. The parties to this Agreement agree to attempt to resolve any and all unsettled claims, counterclaims, disputes, and other matters in question arising out of or relating to this Agreement or the breach thereof ("Dispute") through direct negotiations between the appropriate representatives of each party. If, within 30 days, such negotiations are not fully successful the parties agree to submit any outstanding issue to nonbinding mediation conducted in accordance with rules and procedures agreed to by the parties. If the Dispute remains unresolved after the mediation, either party may seek to have the Dispute resolved by a court of competent jurisdiction in the county and state where the project is located. The non-prevailing party in any Dispute shall pay all reasonable expenses, including mediator fees, administrative fees, travel expenses, out-of-pocket expenses such as copying, court costs, witness fees and reasonable attorneys' fees.
9. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement without the prior written consent of the other party.
10. The parties hereto shall comply with applicable laws and regulations.

11. Any notice required to be given hereunder shall be given in writing and either hand-delivered, electronically mailed or mailed with proper postage, prepaid, certified, and return receipt requested. If hand-delivered or electronically mailed any notice shall be effective upon delivery. If mailed, such notice shall be effective on the third business day following mailing. Notices shall be to the attention of the Consultant Contact and KLJ Project Manager listed above.
12. The laws of the state in which the Project is located shall govern this Agreement including the interpretation, and construction thereof. The parties agree that the jurisdiction and venue for any controversy arising out of or relating to this Agreement shall be in the state or federal courts located in the county and state where the project is located.
13. Affirmative Action: KLJ shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.
14. This Agreement and all attachments hereto constitute the entire agreement of the parties and supersedes any and all prior negotiations or understandings, whether written or oral. No subsequent amendment or modification of this Agreement shall be binding on the parties unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement and the Client hereby authorizes the above-described services to be performed by Kadrmas, Lee & Jackson, Inc. under the above terms and conditions set forth.

Client City of Columbia Falls, MT
 Date 6/14/2021

Signature 
 Printed Name Susan Nicosia
 Title City Manager

Kadrmas, Lee & Jackson, Inc.
 Date _____

Signature _____
 Printed Name Mark Anderson, P.E.
 Title VP, Environment & Public Works

NOTICE OF PUBLIC HEARINGS CITY OF COLUMBIA FALLS

The Columbia Falls City-County Planning Board will hold a public hearing for each of the following items at their regular meeting on Tuesday June 15, 2021 at 6:30 p.m. in the Council Chambers at City Hall, 130 6th Street West, Columbia Falls, Montana. The Columbia Falls City Council will hold subsequent hearings on Tuesday July 6, 2021 starting at 7:00 p.m. in the same location. The hearings will be conducted in person at City Hall as well as virtually via ZOOM.

Request to change zoning from CSAG-5 (Suburban Agricultural) to CR-1 (Suburban Residential) in the Columbia Falls Zoning Jurisdiction:

The applicant, Jean Flynn, is requesting a zone change at 221 Rogers Road in the Columbia Falls area from the current CSAG-5 (Suburban Agricultural) to a CR-1 (Suburban Residential) designation. The property is approximately five acres with a residence and outbuildings. The property is described as Parcel B of COS 16149 (Assessors' Tract's 9A, 1AA, 1ABAA, and 8A) of Section 17, Township 30 North, Range 20 West, P.M.M., Flathead County.

Request for a Planned Unit Development (PUD) for the Garnier Heights Development:

The applicant, RH Joint Holdings, LLC, is requesting a PUD Overlay for property generally located north of Lemburg Lane between North Hilltop Road and Meadow Lake Boulevard. The property is 28 acres in size and is zoned with a combination of CR-1, CR-2, and CR-3 urban residential zoning districts. The PUD will allow the applicant to cluster lots into single family attached and detached units preserving 11.42 acres in park and open space. The overall density of the project is 3.55 units per acre. In addition to the clustering, the applicant is asking for a front yard setback deviation for the alley loaded townhomes. The property is described as Parcel 1 of COS 14679 excepting therefrom the property within the Plat known as Hilltop Meadows in Section 7, Township 30 North, Range 20 West, P.M.M., Flathead County.

Request for Preliminary Plat approval of the Garnier Heights Subdivision – A 102-unit development:

The applicant, RH Joint Holdings, LLC, is requesting preliminary plat approval for property generally located north of Lemburg Lane between North Hilltop Road and Meadow Lark Boulevard. The applicant will subdivide the property into 102 units with a combination of single family detached, two unit attached, and four unit attached structures. The subdivision will place 11.42 acres of the 28-acre parcel in park and open space and develop an overall density of the project is 3.55 units per acre. The subdivision has two access points one from Meadow Lake Boulevard on the east and the other on North Hilltop Road to the west. All internal subdivision roads will be developed to City standards with curb, gutter, sidewalks, and boulevard trees. The property is described as Parcel 1 of COS 14679 excepting therefrom the property within the Plat known as Hilltop Meadows in Section 7, Township 30 North, Range 20 West, P.M.M., Flathead County.

Expansion of the Columbia Falls Urban Renewal District:

The City of Columbia Falls is requesting public comment regarding the expansion of the Columbia Falls Urban Renewal District. The expansion is requested for the property formerly known as the Cedar Palace along with the surrounding 23.87 acres on seven parcels. The purpose of the expansion is to allow Tax Increment funds to be spent on public infrastructure within the defined area. The property is located at 500 12th Avenue West and described as Assessor's Tracts 8, 8B, 8F, 8G, 8HA, 8H, and 8E; and more specifically as follows:

Parcel 1:

Three tracts of land situated, lying and being in the Southeast Quarter of the Southeast Quarter (SE1/4SE1/4) of Section 7, Township 30 North, Range 20 West, P.M.M., Flathead County, Montana, described as follows to wit:

Tract 3, Tract 4 and Tract 6 of Certificate of Survey No. 5160.

Parcel 2:

Two tracts of land situated, lying and being in the Southeast Quarter of the Southeast Quarter (SE1/4SE1/4) of Section 7, Township 30 North, Range 20 West, P.M.M., Flathead County, Montana, described as follows to wit:

Tract 1 and Tract 2 of correction Certificate of Survey No. 5920.

Parcel 3:

A tract of land situated in the Northwest corner of the Southeast Quarter of the Southeast Quarter (SE1/4SE1/4) of Section 7, Township 30 North, Range 20 West, P.M.M., more particularly described as follows to wit:

Beginning at the Northwest corner of the Southeast Quarter of the Southeast Quarter (SE1/4SE1/4) of said Section 7;

Thence running South on the subdivision line between the SE1/4SE1/4 and the SW1/4SE1/4 of said Section, 40 rods (660 feet);

Thence East 20 rods (330 feet);

Thence North 40 rods (660 feet) to the subdivision line running East and West between the NE1/4SE1/4 and the SE1/4SE1/4 of said Section 7;

Thence West 20 rods (330 feet) on the said subdivision line to the Place of Beginning.

Excepting therefrom that portion conveyed to the County of Flathead for roadway purposes by Quitclaim deed recorded May 24, 1960 in Book 434, Page 312.

Persons are allowed to attend the hearings in person, subject to the most recent CDC guidelines for public gatherings, or virtually via ZOOM. Persons are encouraged to submit written comments prior to the meeting. Written comments carry the same weight as public testimony given during the hearing. Written comments may be sent to Columbia Falls City Hall, Attention: Barb Staalnd, City Clerk, 130 6th Street West, Room A, Columbia Falls, MT 59912 or via email: staalandb@cityofcolumbiafalls.com. Email the same address for ZOOM meeting information. For more information on the proposed agenda items, please call Eric Mulcahy, Columbia Falls City Planner at 755-6481.

DATED this 21st day of May, 2021

Susan Nicosia

Susan Nicosia, City Manager/Planning & Zoning Administrator

COLUMBIA FALLS CITY-COUNTY PLANNING BOARD

Publish: Daily Interlake Sunday May 30, 2021

NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN, that the City Council of the City of Columbia Falls, Montana, will hold public hearings beginning on July 19, 2021 at 7:00 p.m. in the Columbia Falls City Hall, 130-6th Street West, Columbia Falls, Montana, for the following purposes:

Preliminary Budget

Presentation and consideration of the preliminary budget for fiscal year beginning July 1, 2021 and ending June 30, 2022. This hearing will be continued until final adoption of the budget after receiving the certified taxable valuation.

Special Assessments

Consideration of the adoption of the Street Lighting District and Street Maintenance District assessments for FY2021/2022. Council will hear any objections to the final adoption of the resolution levying special assessments for FY 2021/2022. Special Assessments are estimated as follows:

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

Individual property payment schedules are available for inspection ten (10) days from this notice, in the office of the City Clerk, 130 6th Street West, Columbia Falls, Montana, during regular hours Monday through Friday, 7:00 AM to 6:00 PM.

Permissive Medical Levy

Consideration of adoption on the proposed tax levy to fund health insurance premium contributions for group benefits beyond the amount of contributions in effect on June 30, 1999. The actual mills for consideration will be made available upon receipt of the certified tax valuation for the year.

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

DATED THIS 21st DAY OF JUNE, 2021

s/Barb Staaland, City Clerk

Publish: Sunday July 4th and Sunday July 11th

NOTICE OF PUBLIC HEARING

The Columbia Falls City Council will hold a public hearing at its regular meeting on Monday, July 19, 2021, beginning at 7:00 PM in the City Hall Council Chambers, 130 6th Street West, Columbia Falls, MT, to consider the First Reading and Provisional Adoption of the Ordinance establishing the Columbia Falls Urban Renewal District (URD) – 2021 Expansion and adoption of the 2021 Columbia Falls URD Plan. Columbia Falls intends to use tax increment financing in support of making infrastructure improvements as revenues permit and may issue tax increment financing bonds.

And, at the Columbia Falls City Council regular meeting on Monday, August 2, 2021, beginning at 7:00 PM in the City Hall Council Chambers, 130 6th Street West, Columbia Falls, MT, the Council will consider the Second Reading and Final Adoption of the Ordinance establishing the Columbia Falls Urban Renewal District (URD) – 2021 Expansion and adoption of the 2021 Columbia Falls URD Plan.

The Columbia Falls URD – 2021 Expansion encompasses approximately 23.87 acres locally known as the Cedar Palace Property and consists of seven parcels addressed as 500 12th Avenue West in Columbia Falls. These seven parcels are 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.

All interested parties are encouraged to attend. Written comments on establishing the Columbia Falls Urban Renewal District (URD) – 2021 Expansion and adoption of the 2021 Columbia Falls URD Plan may be submitted to Susan Nicosia, City Manager, City of Columbia Falls, 130 6th Street West, Columbia Falls, MT 59912 or nicosias@cityofcolumbiafalls.com. For further information call the City at 406-892-4391.

Publish: Daily Interlake Sunday, July 4, 2021

Publish: Daily Interlake Sunday, July 11, 2021

SECOND AND FINAL READING

ORDINANCE NO.806

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLUMBIA FALLS, MONTANA, AMENDING THE COLUMBIA FALLS ZONING MAP FROM CSAG-10 SUBURBAN AGRICULTURE TO CSAG-5 SUBURBAN AGRICULTURE FOR THE PROPERTY LOCATED AT 7030 HIGHWAY 2 EAST, FURTHER DESCRIBED AS PARCEL 1 OF COS 16981 OF SECTION 16, TOWNSHIP 30 NORTH, RANGE 20 WEST, P.M.M., FLATHEAD COUNTY, MONTANA.

WHEREAS, Twin Peak Farms, LLC, owner of the real property, has requested an amendment to the Columbia Falls zoning map to change the zoning from the current CSAG-10 Suburban Agricultural with a 10 acre minimum lot size to CSAG-5 Suburban Agricultural with a minimum 5 acre minimum lot size on property located at 7030 Highway 2 East, further described as Parcel 1 of COS 16981 of Section 16, Township 30 North, Range 20 West, P.M.M., Flathead County, Montana;

WHEREAS, the Columbia Falls Planning Department, on May 3, 2021, in Staff Report CZC-21-03, recommended approval of the requested zoning amendment; and

WHEREAS, said request was considered by the Columbia Falls City-County Planning Board in a public hearing at its regularly scheduled meeting on May 11, 2021, at which the Board adopted Staff Report CZC-21-03 and recommended approval of the requested zoning map amendment; and

WHEREAS, a hearing on the Zoning Map Amendment was held by the City Council of the City of Columbia Falls, Montana, at its regular meeting on Monday, June 7, 2021, after said hearing was advertised according to law; and at said hearing on said date, the City Council considered the recommendation of the Planning Board, the report of the Columbia Falls Planning Office, together with any and all comments filed or voiced with respect to said change; and

WHEREAS, the City Council has determined that the zoning map amendment request is in the best interest of the City.

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

Section One. Findings of Fact: That the Columbia Falls Planning Office Report #CZC-21-03, dated May 3, 2021 is hereby adopted by the Council as findings of fact with respect to said zoning map amendment request.

Section Two. Change in Zoning Classification: That the requested zoning map amendment on property presently zoned CSAG-10 Suburban Agriculture be changed to

CSAG-5 Suburban Agriculture at 7030 Highway 2 East, further described as Parcel 1 of COS 16981 of Section 16, Township 30 North, Range 20 West, P.M.M., Flathead County, Montana.

Section Three. The Council finds that the proposal complies with the Columbia Falls City Growth Policy.

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

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

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

PASSED AND APPROVED BY THE CITY COUNCIL OF COLUMBIA FALLS, MONTANA THIS 21st DAY OF JUNE, 2021, THE COUNCIL VOTING AS FOLLOWS:

AYES:

NOES:

ABSENT:

City Clerk

APPROVED BY THE MAYOR OF COLUMBIA FALLS, MONTANA THIS 21st DAY OF JUNE, 2021.

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 1850

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUMBIA FALLS, MONTANA, DESIGNATING HERITAGE DAYS 2021 AS AN OFFICIAL COMMUNITY ACTIVITY OF THE CITY OF COLUMBIA FALLS AND DESIGNATING PERSONS RESPONSIBLE FOR PLANNING THE EVENTS OF HERITAGE DAYS 2021.

WHEREAS, the Designated Planners of Heritage Days 2021 are desirous of being officially recognized by the City as such and of having Heritage Days 2021 recognized and approved as an official community activity; and

WHEREAS, the persons designated hereby as Planners of Heritage Days 2021 began and continued to plan Heritage Day events starting on or about January 2021, and made planning decisions, collected and expended funds and approved or disapproved of events independent of City involvement; and

WHEREAS, it is in the best interests of the City of Columbia Falls that the City designate such individuals and approve said activity.

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

Section One: That the following individuals are designated as Planners of Heritage Days 2021:

Shirley Reynolds	Todd Deruchia
Chandra Reynolds	Vickie Ott
Art Ott	

and that all acts of said persons heretofore performed or to be performed in furtherance of their duties as Planners of Heritage Days 2021 are hereby designated as such, with the exception that the following activities cannot and are not sanctioned or approved by the City: air shows, street dances, circuses, rodeos, fireworks, animal racing, carnivals, vehicle racing or burnout exhibitions, rock concerts, water sports, boxing or other martial arts, bounce houses or similar inflatable apparatuses, skateboard exhibitions, competitions or racing, and the wild horse drive approved by MT Department of Transportation.

Section Two: That the Planners shall approve only sanctioned and planned events on city-owned or controlled property,

Section Three: That Heritage Days 2021 and all permitted activities relating thereto are hereby recognized as an official community activity of the City of Columbia Falls, with the exceptions set forth in Section One of this Resolution.

PASSED AND ADOPTED BY THE CITY COUNCIL OF COLUMBIA FALLS, MONTANA, THIS 21st DAY OF JUNE 2021, THE COUNCIL VOTING AS FOLLOWS:

AYES:
NOES:
ABSENT:

City Clerk

APPROVED BY THE MAYOR OF COLUMBIA FALLS, MONTANA, THIS 21st DAY OF JUNE, 2021.

MAYOR

ATTEST:

City Clerk

Columbia Falls Police Department
Monthly Activity Report
May 2021

Police	May					5 Year Average
	2021	2020	2019	2018	2017	
Arrests (Total)	24	20	34	23	30	26
Adult	19	18	29	18	24	22
Juvenile	5	2	5	5	6	5
Accidents Investigated	18	15	13	10	11	13
Stolen Property (Value)	500	867	16794	544	5190	4779
Stolen Property (Recovered)	0	0	1036	2	4000	1008
Criminal Mischief (Incidents)	12	1	4	6	3	5
Damage Amount	3333	100	800	50	1950	1247
Misdemeanor Citations Issued	181	73	103	83	143	117
Traffic Offenses	170	68	93	77	125	107
Cell Phone Viol.	11	0	17	1	4	7
DUI Offenses	9	5	1	2	2	4
Drug Offenses	0	2	3	2	6	3
Traffic Stops	252	123	252	134	199	192
Court Fines and Forfeitures	15269	11637	15704	13209	20873	15338
Miles Patrolled	10250	6872	6897	5227	6478	7145
911 Phone Calls	178	128	144	65	104	124
Incident Reports	933	701	951	728	883	839
Domestic Abuse/Assault/Disordely	36	34	29	33	33	33
Felony Investigations	4	2	9	3	8	5
Business Check	73	56	62	59	58	62
Welfare Checks	9	14	15	10	8	11
Citizen Assist	46	51	92	74	87	70
Agency Assist	35	33	54	54	81	51

06/18/21
17:44:24

CITY OF COLUMBIA FALLS
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 5 / 21

Page: 1 of 1
Report ID: B100F

Fund	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
1000 GENERAL FUND	422,881.04	3,055,797.04	3,552,726.00	3,898,614.34	842,817.30	78 %
2310 TAX INCREMENT DISTRICT FUND	12,876.72	12,876.72	440,000.00	440,000.00	427,123.28	3 %
2372 PERMISSIVE MEDICAL LEVY	0.00	115,318.80	243,106.00	243,106.00	127,787.20	47 %
2394 BUILDING CODE ENFORCEMENT FUND	14,769.38	145,824.17	166,362.00	166,362.00	20,537.83	88 %
2400 SPECIAL LIGHTING DISTRICT FUND	2,560.60	26,968.72	51,404.00	51,404.00	24,435.28	52 %
2500 SPECIAL STREET MAINTENANCE DISTRICT	36,917.20	340,360.16	495,816.00	501,488.43	161,128.27	68 %
2700 CEDAR CREEK TRUST	0.00	113,563.00	213,563.00	213,563.00	100,000.00	53 %
2820 GAS TAX FUND	24,365.00	125,465.36	136,381.00	136,381.00	10,915.64	92 %
2821 Special Road/Street Allocation Program	0.00	0.00	113,991.00	231,480.00	231,480.00	0 %
2917 CRIME VICTIMS ASSISTANCE FUND	1,079.50	4,143.50	6,000.00	6,000.00	1,856.50	69 %
2940 CDBG-HOME INVESTMENT PARTNERSHIP	0.00	0.00	128,135.00	128,135.00	128,135.00	0 %
3020 GO Street Improvements	0.00	60,343.76	86,567.00	86,567.00	26,223.24	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	0.00	0.00	3,344.00	3,344.00	3,344.00	0 %
3538 SID 38 FUND - Riverwood	0.00	14,044.85	30,074.00	30,074.00	16,029.15	47 %
4000 CAPITAL PROJECTS FUND - Building	0.00	0.00	205,000.00	205,000.00	205,000.00	0 %
4010 CAPITAL PROJECTS FUND - Parks	3,553.00	343,247.94	614,528.00	691,528.00	348,280.06	50 %
4020 CAPITAL PROJECTS FUND - General	0.00	143,350.87	77,000.00	233,600.00	90,249.13	61 %
4040 CAPITAL PROJECTS FUND - Street	1,337.50	4,818.60	485,812.00	485,812.00	480,993.40	1 %
5210 WATER ENTERPRISE FUND	73,040.49	2,636,003.75	3,245,783.00	3,247,250.76	611,247.01	81 %
5211 WATER CAPITAL EXPANSION	0.00	1,499,563.00	1,499,563.00	1,499,563.00	0.00	100 %
5310 SEWER ENTERPRISE FUND	85,598.09	762,178.08	1,587,977.00	1,589,604.88	827,426.80	48 %
7120 FIRE RELIEF DISABILITY/PENSION FUND	0.00	0.00	69,134.00	69,134.00	69,134.00	0 %
Grand Total:	678,978.52	9,403,868.32	13,457,981.00	14,163,726.41	4,759,858.09	66 %

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CITY OF COLUMBIA FALLS
Statement of Revenue Budget vs Actuals
For the Accounting Period: 5 / 21

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Fund	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
1000 GENERAL FUND	82,149.26	2,453,519.66	3,466,191.34	1,012,671.68	71 %
2310 TAX INCREMENT DISTRICT FUND	3,452.53	278,025.90	4,000.00	-274,025.90	*** %
2311 TEDD-INDUSTRIAL PARK	0.53	753.26	0.00	-753.26	** %
2372 PERMISSIVE MEDICAL LEVY	3,115.15	136,960.57	230,407.00	93,446.43	59 %
2394 BUILDING CODE ENFORCEMENT FUND	8,385.27	235,240.57	183,563.00	-51,677.57	128 %
2400 SPECIAL LIGHTING DISTRICT FUND	412.25	20,349.52	30,619.00	10,269.48	66 %
2500 SPECIAL STREET MAINTENANCE DISTRICT FUND	3,568.80	227,324.67	373,856.73	146,532.06	61 %
2700 CEDAR CREEK TRUST	90.53	5,501.83	65,130.00	59,628.17	8 %
2820 GAS TAX FUND	8,121.76	89,339.41	97,461.00	8,121.59	92 %
2821 Special Road/Street Allocation Program	5,594.70	119,068.50	230,962.66	111,894.16	52 %
2917 CRIME VICTIMS ASSISTANCE FUND	591.00	3,655.00	6,000.00	2,345.00	61 %
2940 CDBG-HOME INVESTMENT PARTNERSHIP PROGRAM GRANT	0.00	7,627.00	0.00	-7,627.00	** %
3020 GO Street Improvements	1,190.96	52,580.34	87,504.00	34,923.66	60 %
3534 SID 34 FUND - 5th Avenue Water Main	123.36	3,299.93	5,715.00	2,415.07	58 %
3536 SID 36 FUND - Talbott & 4th Avenue Water Main	0.29	1,918.88	3,344.00	1,425.12	57 %
3538 SID 38 FUND - Riverwood	1.73	16,668.93	29,024.00	12,355.07	57 %
4000 CAPITAL PROJECTS FUND - Building Improvements	19.52	65,723.17	65,600.00	-123.17	100 %
4010 CAPITAL PROJECTS FUND - Parks Improvements	77,038.57	547,638.03	551,060.00	3,421.97	99 %
4020 CAPITAL PROJECTS FUND - General Equipment	196,076.18	257,237.51	236,965.00	-20,272.51	109 %
4040 CAPITAL PROJECTS FUND - Street Construction	47.74	178,738.87	181,003.00	2,264.13	99 %
5210 WATER ENTERPRISE FUND	54,227.61	2,577,024.20	3,062,719.76	485,695.56	84 %
5211 WATER CAPITAL EXPANSION	7,027.09	98,027.76	181,500.00	83,472.24	54 %
5310 SEWER ENTERPRISE FUND	87,621.44	991,062.56	1,078,640.88	87,578.32	92 %
5311 SEWER CAPITAL EXPANSION	4,766.98	85,158.64	189,500.00	104,341.36	45 %
7120 FIRE RELIEF DISABILITY/PENSION FUND	662.34	47,908.83	69,134.00	21,225.17	69 %

Grand Total:	544,285.59	8,500,353.54	10,429,900.37	1,929,546.83	81 %
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CITY OF COLUMBIA FALLS
Revenue/Expenditure Ledger
For the Accounting Period: 5 / 21

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1000 GENERAL FUND

	Beginning	Debit	Credit	Net Change	Ending Balance
REVENUE					
311010 Real Property Taxes	765,610.71	0.00	18,281.95	18,281.95	783,892.66
311020 Personal Property Taxes	24,597.51	0.00	17.84	17.84	24,615.35
312000 Penalty & Interest on Delinquent	1,780.90	0.00	107.84	107.84	1,888.74
322010 Alcoholic Beverage Licenses and	6,762.50	0.00	0.00	0.00	6,762.50
322020 Professional Business Licenses	8,847.50	0.00	190.00	190.00	9,037.50
322030 General Business Licenses	11,140.00	0.00	987.50	987.50	12,127.50
323060 Non-Exclusive Cable TV Franchise	42,700.61	0.00	10,317.24	10,317.24	53,017.85
331052 MDOT-Highway Planning &	35,033.08	1,357.44	18,527.44	17,170.00	52,203.08
331112 Stonegarden Grant CFDA # 97.067	4,209.39	0.00	0.00	0.00	4,209.39
331179 Alcohol Compliance Check Program	0.00	0.00	1,500.00	1,500.00	1,500.00
331991 CARES/ARPA GRANT CFDA#21.019/21.027	495,808.63	0.00	0.00	0.00	495,808.63
334000 State Grants/Hwy Safety	10,417.46	0.00	0.00	0.00	10,417.46
334122 DNRC Grant	750.00	0.00	0.00	0.00	750.00
335120 Gambling Licenses & Permits	16,458.56	0.00	0.00	0.00	16,458.56
335230 State Entitlement	574,203.12	0.00	0.00	0.00	574,203.12
336020 State On-Behalf Retirement	0.00	0.00	0.00	0.00	0.00
337340 Flathead County (EMS)	3,414.24	0.00	0.00	0.00	3,414.24
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,	244.61	0.00	2.00	2.00	246.61
341070 Planning and Zoning Fees	22,104.75	0.00	15,303.00	15,303.00	37,407.75
342020 Special Fire Protection Services	68,750.00	0.00	0.00	0.00	68,750.00
342021 Fire Protective Inspections	33,625.00	0.00	434.00	434.00	34,059.00
346030 Swimming Pool User Fees	4,853.00	0.00	0.00	0.00	4,853.00
346031 Parks Use Permits/Fees	1,900.00	100.00	325.00	225.00	2,125.00
346032 Pool Concession Fees	182.20	0.00	0.00	0.00	182.20
346033 Swim Lessons	0.00	0.00	0.00	0.00	0.00
346034 Individual Swim Pass	286.00	0.00	0.00	0.00	286.00
346035 Lap Swim Pass	0.00	0.00	0.00	0.00	0.00
346036 Family Swim Pass	630.00	0.00	0.00	0.00	630.00
346037 Pool Parties	375.00	0.00	0.00	0.00	375.00
346050 Swim Team Agreement	0.00	0.00	0.00	0.00	0.00
351030 City Courts Fines & Forfeitures	137,796.95	0.00	16,670.24	16,670.24	154,467.19
351031 Court Fines Surcharge	4,347.95	0.00	799.00	799.00	5,146.95
351034 Court Administration Costs	661.20	0.00	49.00	49.00	710.20
366000 Miscellaneous	1,738.06	0.00	1.00	1.00	1,739.06
371010 Investment Earnings	4,403.38	0.00	93.65	93.65	4,497.03
382010 Sale of General Fixed Assets	0.00	15,100.00	15,100.00	0.00	0.00
383000 Interfund Operating Transfer	87,738.09	0.00	0.00	0.00	87,738.09
Total REVENUE	2,371,370.40	16,557.44	98,706.70	82,149.26	2,453,519.66
EXPENDITURES					
410100 LEGISLATIVE SERVICES	150,348.62	7,684.30	0.00	7,684.30	158,032.92
410131 Tree City Program (Tree Board)	11,707.72	582.73	74.76	507.97	12,215.69
410132 Arbor Day (Tree Board)	945.00	1,415.00	0.00	1,415.00	2,360.00
410360 CITY COURT	147,650.90	14,910.49	0.00	14,910.49	162,561.39
410365 CITY COURT PROSECUTION	37,918.30	3,502.76	0.00	3,502.76	41,421.06
410400 ADMINISTRATIVE SERVICES	42,352.83	3,632.00	0.00	3,632.00	45,984.83

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CITY OF COLUMBIA FALLS
Revenue/Expenditure Ledger
For the Accounting Period: 5 / 21

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1000 GENERAL FUND

	Beginning	Debit	Credit	Net Change	Ending Balance
410500 DEPT. OF FINANCE	155,937.01	10,337.17	0.00	10,337.17	166,274.18
410580 Computer Systems & Programs	57,283.03	5,738.00	0.00	5,738.00	63,021.03
411000 PLANNING & ZONING	55,554.50	5,465.25	0.00	5,465.25	61,019.75
411100 LEGAL SERVICES	31,600.45	3,323.33	0.00	3,323.33	34,923.78
411200 FACILITIES ADMINISTRATION	63,494.55	9,521.68	158.85	9,362.83	72,857.38
411800 Employee Asst Program & Flex Plan	1,305.00	0.00	0.00	0.00	1,305.00
420100 LAW ENFORCEMENT SERVICES	903,763.80	81,741.87	0.00	81,741.87	985,505.67
420160 COMMUNICATIONS/DISPATCH	101,301.75	0.00	0.00	0.00	101,301.75
420400 FIRE PROTECTION & CONTROL	157,605.45	16,795.09	0.00	16,795.09	174,400.54
420730 Emergency Medical Services	1,058.96	0.00	0.00	0.00	1,058.96
430400 Transit Systems	0.00	5,500.00	0.00	5,500.00	5,500.00
431200 Flood Control-High Hazard Dam	10,162.43	55.54	46.72	8.82	10,171.25
440600 ANIMAL CONTROL SERVICES	4,250.00	0.00	0.00	0.00	4,250.00
460400 PARK & RECREATION SERVICES	83,564.17	12,012.63	139.02	11,873.61	95,437.78
460445 SWIMMING POOL	40,858.97	5,882.30	99.75	5,782.55	46,641.52
490500 Other Debt Service Payments	14,264.66	0.00	0.00	0.00	14,264.66
510100 SPECIAL ASSESSMENTS	8,545.72	0.00	0.00	0.00	8,545.72
510300 ORDINANCE CODIFICATION/CONSULTANTS	0.00	1,700.00	0.00	1,700.00	1,700.00
510330 Comprehensive Liability Insurance	83,442.18	0.00	0.00	0.00	83,442.18
510620 TERMINATION COSTS	0.00	0.00	0.00	0.00	0.00
521000 INTERFUND OPERATING TRANSFERS OUT	468,000.00	233,600.00	0.00	233,600.00	701,600.00
Total EXPENDITURES	2,632,916.00	423,400.14	519.10	422,881.04	3,055,797.04

Revenue less Expenditures Current Month (340,731.78)

Revenue less Expenditures Year to Date (602,277.38)

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CITY OF COLUMBIA FALLS
Revenue/Expenditure Ledger
For the Accounting Period: 5 / 21

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5210 WATER ENTERPRISE FUND

	Beginning	Debit	Credit	Net Change	Ending Balance
REVENUE					
331991 CARES/ARPA GRANT CFDA#21.019/21.027	1,467.76	0.00	0.00	0.00	1,467.76
334122 DNRC Grant	110,655.00	0.00	0.00	0.00	110,655.00
343020 Water Administration Fee	0.00	0.00	0.00	0.00	0.00
343021 Metered Water Sales	586,756.29	110.50	49,470.80	49,360.30	636,116.59
343022 Water Testing Charge - 75-6-108	4,310.00	0.00	0.00	0.00	4,310.00
343024 Sale of Materials, Supplies & Misc.	22,431.91	0.00	2,900.08	2,900.08	25,331.99
343025 Water Permit Fees	799.99	0.00	100.00	100.00	899.99
343026 Water Connection Fees/New	5,404.99	0.00	900.00	900.00	6,304.99
343027 Repairs/Materials & Supplies	15,225.08	0.00	0.00	0.00	15,225.08
343028 Late Charges/Disconnect &	7,310.37	11.00	646.97	635.97	7,946.34
362000 Refunds, Rebates, Dividends	1,368.78	0.00	0.00	0.00	1,368.78
363020 Special Assmts - Bond P&I	0.00	0.00	0.00	0.00	0.00
366000 Miscellaneous	6,665.00	0.00	260.00	260.00	6,925.00
371010 Investment Earnings	3,396.42	0.00	71.26	71.26	3,467.68
381070 Proceeds from Loans	257,442.00	0.00	0.00	0.00	257,442.00
383000 Interfund Operating Transfer	1,499,563.00	0.00	0.00	0.00	1,499,563.00
Total REVENUE	2,522,796.59	121.50	54,349.11	54,227.61	2,577,024.20
EXPENDITURES					
430500 Water Operating	2,394,435.78	49,391.98	0.00	49,391.98	2,443,827.76
430560 Administration	75,697.01	5,036.06	389.35	4,646.71	80,343.72
430570 Water Customer Accounting &	50,575.00	3,505.55	0.00	3,505.55	54,080.55
490210 Revenue Bonds, Series 2005	15,653.75	15,496.25	0.00	15,496.25	31,150.00
490220 Water Revenue Bonds Series 2020	13,180.47	0.00	0.00	0.00	13,180.47
510330 Comprehensive Liability Insurance	13,421.25	0.00	0.00	0.00	13,421.25
510400 Depreciation	0.00	0.00	0.00	0.00	0.00
Total EXPENDITURES	2,562,963.26	73,429.84	389.35	73,040.49	2,636,003.75
Revenue less Expenditures Current Month (					18,812.88)
Revenue less Expenditures Year to Date (					58,979.55)

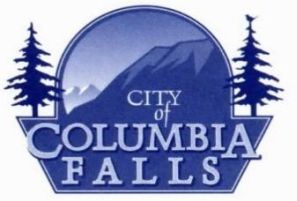
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CITY OF COLUMBIA FALLS
Revenue/Expenditure Ledger
For the Accounting Period: 5 / 21

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5310 SEWER ENTERPRISE FUND

	Beginning	Debit	Credit	Net Change	Ending Balance
REVENUE					
331991 CARES/ARPA GRANT CFDA#21.019/21.027	1,627.88	0.00	0.00	0.00	1,627.88
343030 Sewer Administrative Fees	0.00	0.00	0.00	0.00	0.00
343031 Sewer Service Charges	872,126.96	8.85	85,062.77	85,053.92	957,180.88
343032 Sewer Connection Fees/New	2,075.00	0.00	300.00	300.00	2,375.00
343033 Sewer Permit Fees	700.00	0.00	100.00	100.00	800.00
343035 Sale of Materials, Supplies & Misc.	698.40	0.00	70.34	70.34	768.74
343038 Disposal Fee Agreements	16,974.69	0.00	1,970.06	1,970.06	18,944.75
362000 Refunds, Rebates, Dividends	4,102.57	0.00	0.00	0.00	4,102.57
363020 Special Assmts - Bond P&I	0.00	0.00	0.00	0.00	0.00
371010 Investment Earnings	5,135.62	0.00	127.12	127.12	5,262.74
Total REVENUE	903,441.12	8.85	87,630.29	87,621.44	991,062.56
EXPENDITURES					
430600 Sewer Operating	495,690.22	54,424.83	2.57	54,422.26	550,112.48
430610 Sewer Administration	75,637.05	5,033.91	389.35	4,644.56	80,281.61
430670 Sewer Customer Accounting &	50,616.02	3,503.77	0.00	3,503.77	54,119.79
490215 Revenue Bonds, Series 2009	23,211.25	23,027.50	0.00	23,027.50	46,238.75
510330 Comprehensive Liability Insurance	31,425.45	0.00	0.00	0.00	31,425.45
510400 Depreciation	0.00	0.00	0.00	0.00	0.00
Total EXPENDITURES	676,579.99	85,990.01	391.92	85,598.09	762,178.08
Revenue less Expenditures Current Month					2,023.35
Revenue less Expenditures Year to Date					228,884.48
Grand Total Revenue less Expenditures Current Month (					357,521.31)
Grand Total Revenue less Expenditures Year to Date (					432,372.45)



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

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

Item No.16.

DATE: June 18, 2021
TO: Mayor and City Council
FROM: Shawn Bates, Finance Director
Susan M. Nicosia, City Manager

RE: Financial Report – May 2021

Attached are the following condensed monthly reports for your review. Reports reflect activity from July 1, 2020 through May, 2021.

We have completed 92% of the fiscal year. The accounting system has been updated to include all budgetary information including line items as prepared by the City Manager and approved by Council. Reserves within the cash report have been updated to reflect the current budgeted amounts.

- First report: Summary of **Revenues Budget and Actual** for the Month of May and Year to Date. In total, we have received 81% of total revenues budgeted compared to 60% for the prior year.
- Second report: Summary of **Expenditures Budget and Actual** for the Month of May and Year to Date. There are no significant variances from anticipated expenditures/expenses. In total, we have committed 66% of the total expenditure budget compared to 45% for the prior year.
- Third report: Detail revenue and expenditures/expense for the General Fund, Water Operating Fund, and Sewer Operating Fund. These reports show detail totals of revenues by source and expenditures/expenses by activity.
- The General Fund has incurred (\$602,277) more in expenditures than revenues through May 2021, compared to (\$503,346) last year for the same time period.
 - The Water Fund reflects expenditures exceeding revenues by (\$58,979) to date compared to (\$26,239) in the prior year. Transfer of funds from capital expansion fund for well #3 has been done.
 - The Sewer Fund reflects YTD revenues exceeding expenses \$228,884 compared to \$99,107 in the prior year.
- Fourth report: The Cash Balance report for May 2021 has been provided as a separate report for your review. Total reconciled cash/investments equal \$8,695,761 compared to \$8,386,042 from one year ago. The City as of May 2021 had invested \$7,264,744 in STIP (May) average rate was .1094635%, \$357,673 in Glacier Bank, MBS various term investments of \$1,146,000 with rates ranging from 1.16% to 2.0%.

Should you have any questions on these reports or any financial matter, please do not hesitate to contact me via email: bates@cityofcolumbiafalls.com or by phone at 406-892-4327.

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CITY OF COLUMBIA FALLS
Cash Report
For the Accounting Period: 5/21

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Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
1000 GENERAL FUND						
101000 CASH/CASH EQUIVALENTS	190,867.09	99,620.20	129.75	249,908.00	182,279.99	-141,570.95
102000 CASH - RESERVE	710,559.00	0.00	0.00	0.00	0.00	710,559.00
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	926,809.65	99,620.20	129.75	249,908.00	182,279.99	594,371.61
2310 TAX INCREMENT DISTRICT FUND						
101000 CASH/CASH EQUIVALENTS	710,573.13	3,452.53	0.00	0.00	0.00	714,025.66
102000 CASH - RESERVE	231,847.00	0.00	0.00	0.00	0.00	231,847.00
Total Fund	942,420.13	3,452.53				945,872.66
2311 TEDD-INDUSTRIAL PARK						
101000 CASH/CASH EQUIVALENTS	752.57	0.53	0.00	0.00	0.00	753.10
102000 CASH - RESERVE	5,642.00	0.00	0.00	0.00	0.00	5,642.00
Total Fund	6,394.57	0.53				6,395.10
2372 PERMISSIVE MEDICAL LEVY						
101000 CASH/CASH EQUIVALENTS	31,225.15	3,115.15	0.00	0.00	0.00	34,340.30
102000 CASH - RESERVE	2,389.00	0.00	0.00	0.00	0.00	2,389.00
Total Fund	33,614.15	3,115.15				36,729.30
2394 BUILDING CODE ENFORCEMENT FUND						
101000 CASH/CASH EQUIVALENTS	78,616.39	8,385.27	0.00	0.00	9,462.13	77,539.53
102000 CASH - RESERVE	165,027.00	0.00	0.00	0.00	0.00	165,027.00
Total Fund	243,643.39	8,385.27			9,462.13	242,566.53
2400 SPECIAL LIGHTING DISTRICT FUND						
101000 CASH/CASH EQUIVALENTS	16,314.46	412.25	0.00	0.00	2,560.60	14,166.11
102000 CASH - RESERVE	10,943.00	0.00	0.00	0.00	0.00	10,943.00
Total Fund	27,257.46	412.25			2,560.60	25,109.11
2500 SPECIAL STREET MAINTENANCE DISTRICT FUND						
101000 CASH/CASH EQUIVALENTS	45,345.08	3,568.80	19.98	5,594.70	29,164.33	14,174.83
102000 CASH - RESERVE	86,000.00	0.00	0.00	0.00	0.00	86,000.00
Total Fund	131,345.08	3,568.80	19.98	5,594.70	29,164.33	100,174.83
2700 CEDAR CREEK TRUST						
101000 CASH/CASH EQUIVALENTS	153,844.49	90.53	0.00	0.00	0.00	153,935.02
102030 Cash/Investments-Restricted	929,156.74	0.00	0.00	0.00	0.00	929,156.74
Total Fund	1,083,001.23	90.53				1,083,091.76
2820 GAS TAX FUND						
101000 CASH/CASH EQUIVALENTS	19,037.16	8,121.76	0.00	24,365.00	0.00	2,793.92
2821 Special Road/Street Allocation Program						
101000 CASH/CASH EQUIVALENTS	113,991.28	5,594.70	0.00	0.00	0.00	119,585.98
2917 CRIME VICTIMS ASSISTANCE FUND						
101000 CASH/CASH EQUIVALENTS	0.00	591.00	0.00	0.00	591.00	0.00
2940 CDBG-HOME INVESTMENT PARTNERSHIP PROGRAM GRANT FUND						
101000 CASH/CASH EQUIVALENTS	135,762.00	0.00	0.00	0.00	0.00	135,762.00
3020 GO Street Improvements						
101000 CASH/CASH EQUIVALENTS	-9,891.87	1,190.96	0.00	0.00	0.00	-8,700.91
102000 CASH - RESERVE	43,000.00	0.00	0.00	0.00	0.00	43,000.00
Total Fund	33,108.13	1,190.96				34,299.09

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Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
3534 SID 34 FUND - 5th Avenue Water Main						
101000 CASH/CASH EQUIVALENTS	3,176.49	123.36	0.00	0.00	0.00	3,299.85
102000 CASH - RESERVE	398.00	0.00	0.00	0.00	0.00	398.00
Total Fund	3,574.49	123.36				3,697.85
3536 SID 36 FUND - Talbott & 4th Avenue Water Main						
101000 CASH/CASH EQUIVALENTS	1,918.85	0.29	0.00	0.00	0.00	1,919.14
102000 CASH - RESERVE	1,521.00	0.00	0.00	0.00	0.00	1,521.00
Total Fund	3,439.85	0.29				3,440.14
3538 SID 38 FUND - Riverwood						
101000 CASH/CASH EQUIVALENTS	3,672.69	1.73	0.00	0.00	0.00	3,674.42
102010 CASH - SID RESTRICTED BOND	17,000.00	0.00	0.00	0.00	0.00	17,000.00
Total Fund	20,672.69	1.73				20,674.42
4000 CAPITAL PROJECTS FUND - Building Improvements						
101000 CASH/CASH EQUIVALENTS	205,103.66	19.52	0.00	0.00	0.00	205,123.18
102000 CASH - RESERVE	28,368.00	0.00	0.00	0.00	0.00	28,368.00
Total Fund	233,471.66	19.52				233,491.18
4010 CAPITAL PROJECTS FUND - Parks Improvements						
101000 CASH/CASH EQUIVALENTS	275,553.64	77,038.57	0.00	0.00	0.00	352,592.21
102000 CASH - RESERVE	185,883.00	0.00	0.00	0.00	0.00	185,883.00
Total Fund	461,436.64	77,038.57				538,475.21
4020 CAPITAL PROJECTS FUND - General Equipment						
101000 CASH/CASH EQUIVALENTS	-85,554.72	196,076.18	0.00	0.00	0.00	110,521.46
102000 CASH - RESERVE	219,272.00	0.00	0.00	0.00	0.00	219,272.00
Total Fund	133,717.28	196,076.18				329,793.46
4040 CAPITAL PROJECTS FUND - Street Construction						
101000 CASH/CASH EQUIVALENTS	483,499.91	47.74	0.00	66,360.65	0.00	417,187.00
102016 CASH-RESTRICTED RR STREET	87,639.35	66,360.65	0.00	0.00	0.00	154,000.00
Total Fund	571,139.26	66,408.39		66,360.65		571,187.00
5210 WATER ENTERPRISE FUND						
101000 CASH/CASH EQUIVALENTS	143,549.00	46,111.60	0.00	0.00	43,080.23	146,580.37
102222 CASH - Bond Reserve, 2005	35,308.00	0.00	0.00	0.00	0.00	35,308.00
102223 CASH - Bond Reserve, 2020	21,863.00	0.00	0.00	0.00	0.00	21,863.00
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	849,357.25	46,111.60			43,080.23	852,388.62
5211 WATER CAPITAL EXPANSION						
102230 CASH - Surplus Capital	237,667.68	7,027.09	0.00	0.00	0.00	244,694.77
5310 SEWER ENTERPRISE FUND						
101000 CASH/CASH EQUIVALENTS	255,030.29	75,090.11	2,951.69	19.35	64,107.73	268,945.01
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 WWP	481,734.52	0.00	0.00	0.00	0.00	481,734.52
102240 CASH - Replacement &	383,940.00	0.00	0.00	0.00	0.00	383,940.00
103000 CASH - CHANGE FUND/PETTY CASH	150.00	0.00	0.00	0.00	0.00	150.00
Total Fund	1,506,859.60	75,090.11	2,951.69	19.35	64,107.73	1,520,774.32

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5311 SEWER CAPITAL EXPANSION						
102230 CASH - Surplus Capital	1,042,570.95	4,766.98	0.00	0.00	0.00	1,047,337.93
7120 FIRE RELIEF DISABILITY/PENSION FUND						
101000 CASH/CASH EQUIVALENTS	382.52	662.40	0.00	0.00	382.52	662.40
7196 FLEXIBLE SPENDING ACCOUNT						
105100 Amount held by Flex Plan	4,716.90	0.00	0.00	2,248.80	0.00	2,468.10
7910 PAYROLL FUND						
101000 CASH/CASH EQUIVALENTS	-11,878.43	3,111.00	192,411.29	150,411.79	1,557.40	31,674.67
7930 CLAIMS FUND						
101000 CASH/CASH EQUIVALENTS	175,162.37	0.00	137,673.22	284,332.25	0.00	28,503.34
Totals	8,928,674.94	610,580.90	333,185.93	783,240.54	333,185.93	8,756,015.30

*** Transfers In and Transfers Out columns should match, with the following exceptions:

- 1) Cancelled electronic checks increase the Transfers In column. Disbursed column will be overstated by the same amount and will not balance to the Redeemed Checks List.
- 2) Payroll Journal Vouchers including local deductions with receipt accounting will reduce the Transfers Out column by the total amount of these checks.

Correspondence as of 6/18/21

6/10 US Dept. of the Interior – Correction notice to City Council

6/3 US Dept. of the Interior – City Council

Montana West Economic Development – Mayor Barnhart

6/1 Swan Mountain Companies Montana – City Council

Boys and Girls Club of Glacier Country – Mayor Barnhart

6/1 Backslope Brewing Co. — City Council

5/30 Gateway to Glacier Trails -- Mayor Barnhart

5/27 School District 6 -- Mayor Barnhart

5/27 School District 6 – Mr. Lang

5/12 Pat Malone – City Council