



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

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

**CITY COUNCIL REGULAR MEETING
AGENDA
MONDAY, APRIL 06, 2020
COUNCIL CHAMBERS CITY HALL**

FINANCE COMMITTEE – 6:30 P.M

(Barnhart, Shepard, Piper)

REGULAR MEETING – 7:00 P.M.

ZOOM MEETING ID 852 255 538

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

CONSENT AGENDA:

- [1.](#) Approval of Claims - April 6, 2020 - \$62,920.25
- [2.](#) Approval of Payroll Claims - \$77,030.27 - March 20, 2020
- [3.](#) Approval of Payroll Claims - \$40,810.49 - March 27, 2020
- [4.](#) Approval of Payroll Claims - \$110,877.50 - April 3, 2020
- [5.](#) Approval of Payroll Claims - \$21,463.98 - March 31, 2020
- [6.](#) Approval of Regular Council Meeting Minutes - March 16, 2020
- [7.](#) Approval of KLJ BUILD Grant Update Contract
- [8.](#) Approval of Agreement for the Columbia Falls Area Transportation Plan & Authorize City Manager to Execute
- [9.](#) Approve Agreement with NW Community Land Trust for Home Grant Program Income Funds and authorize City Manager to sign.

VISITORS/PUBLIC COMMENT (Items not on agenda)

NOTICE OF PUBLIC HEARINGS/PUBLIC HEARINGS:

10. **Request to establish a Planned Unit Development in the Columbia Falls Zoning Jurisdiction:**
Ruis Holdings 540 Nucleus Ave LLC is requesting a Planned Unit Development overlay for the property located at 540 Nucleus Avenue which was the original Bank of Columbia Falls. The reason for the request is that the applicant would like the top of the roof structure to be 42'-8" in height where the maximum height without a PUD is 35-feet. The proposed development otherwise conforms to all of the zoning requirements. The property is described as Lots 1-15, Block 37, Columbia Falls Townsite in Section 8, Township 30 North, Range 20 West, P.M.M., Flathead County.

- a. Adopt Staff Report CPUD-20-01 as findings of fact.
- b. Recommend Approval of PUD to City Council

UNFINISHED BUSINESS:

11. Resort Tax Voter Information - Effective Date

NEW BUSINESS:

12. Authorization to Call for Bids - Well Project

REPORTS / BUSINESS FROM MAYOR & COUNCIL

CITY MANAGER REPORT

13. City Manager's Report/Project Update

CITY ATTORNEY REPORT

ADJOURN

Next Scheduled Meetings:

City Council – Regular Meeting, **May 4, 2020** – 7:00 PM

Planning Board – TBD

Council Workshop – **all postponed until further notice**

04/02/20
17:50:56

CITY OF COLUMBIA FALLS
Claim Approval List
For the Accounting Period: 3/20

Item No. 1.

Report ID: AP100V

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
40350		878 AMERICAN WELDING & GAS INC	66.62					
	06975793	03/10/20 STR-ARGON	66.62			2500 430200	220	101000
		Total for Vendor:	66.62					
40387		3053 BKP LLC	2,299.00					
	033120	03/31/20 PD-AMMO	2,299.00*			1000 420100	220	101000
		Total for Vendor:	2,299.00					
40394		1260 CARQUEST AUTO PARTS	290.43					
	1678-33579	02/25/20 WTR-BRAKLEEN, FILL	25.05			5210 430500	220	101000
	1678-33643	03/12/20 STR-MASTER DISCONNECT	71.33*			2500 430200	232	101000
	1678-33635	03/10/20 SWR-HYDRAULIC	20.47			5310 430600	232	101000
	1678-33632	03/10/20 SWR-AIR FILTER, FUEL, LUBE	173.58			5310 430600	232	101000
		Total for Vendor:	290.43					
40373		3028 CENTURYLINK - BUSINESS SERVICES	1,101.51					
	1488448202	03/19/20 ADM-02/20/20-03/19/20	59.04			1000 410400	345	101000
	1488448202	03/19/20 FIN-02/20/20-03/19/20	297.21*			1000 410500	345	101000
	1488448202	03/19/20 PD-02/20/20-03/19/20	295.20			1000 420100	345	101000
	1488448202	03/19/20 FD-02/20/20-03/19/20	95.82			1000 420400	345	101000
	1488448202	03/19/20 WTR-02/20/20-03/19/20	19.68			5210 430500	345	101000
	1488448202	03/19/20 SWR-02/20/20-03/19/20	19.68			5310 430600	345	101000
	1488448202	03/19/20 STR-02/20/20-03/19/20	19.68			2500 430200	345	101000
	1488448202	03/19/20 CRT-02/20/20-03/19/20	295.20*			1000 410360	345	101000
		Total for Vendor:	1,101.51					
40369	E	997 CENTURYLINK - ELECTRONIC PAY	825.72					
	031820	03/18/20 CRT-3/18-4/17/20	31.27*			1000 410360	345	101000
	031820	03/18/20 FIN-3/18-4/17/20	57.77*			1000 410500	345	101000
	031820	03/18/20 PD-3/18-4/17/20	125.76			1000 420100	345	101000
	031820	03/18/20 FD-3/18-4/17/20	35.65			1000 420400	345	101000
	031820	03/18/20 POOL-3/18-4/17/20	22.58			1000 460445	345	101000
	031820	03/18/20 STR-3/18-4/17/20	133.46			2500 430200	345	101000
	031820	03/18/20 WTR-3/18-4/17/20	228.72			5210 430500	345	101000
	031820	03/18/20 SWR-3/18-4/17/20	190.51			5310 430600	345	101000
		Total for Vendor:	825.72					

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40346		2872 CINTAS FIRST AID & SAFETY	283.67					
	5016299857	03/17/20 SWR-EYE CUPS,SERVICE CHRG	17.91			5310 430600	220	101000
	5016299857	03/17/20 SWR-EYE SALINE, LENS WIPES	101.43			5310 430600	220	101000
	5016299857	03/17/20 STR-DISINFECTANT WIPES, GL	90.39			2500 430200	220	101000
	5016299858	03/17/20 PD-SERVICE CHRG, ANTACID,D	27.50*			1000 420100	210	101000
	5016538962	04/01/20 PD-3M 8210 PAR RESP 20/BX	46.44*			1000 420100	210	101000
		Total for Vendor:	283.67					
40370		14 CITY OF COLUMBIA FALLS	366.62					
	03252020	03/25/20 FAC-2/18/20-3/18/20	111.27			1000 411200	342	101000
	03252020	03/25/20 FD-2/18/20-3/18/20	30.02			1000 420400	342	101000
	03252020	03/25/20 STR-2/18/20-3/18/20	96.80			2500 430200	342	101000
	03252020	03/25/20 WTR-2/18/20-3/18/20	18.54*			5210 430500	342	101000
	03252020	03/25/20 SWR-2/18/20-3/18/20	109.99			5310 430600	342	101000
		Total for Vendor:	366.62					
40388		1145 CITY OF WHITEFISH BUILDING	6,427.20					
	040120	03/31/20 BUILDING PERMITS	5,326.10			2394 420500	398	101000
	040120	03/31/20 ELECT PERMITS	253.50			2394 420500	398	101000
	040120	03/31/20 MECH PERMITS	782.60			2394 420500	398	101000
	040120	03/31/20 PLUMB PERMITS	65.00			2394 420500	398	101000
		Total for Vendor:	6,427.20					
40371		2945 CRAPO LTD	3,464.48					
	24320	03/19/20 STR-BLUE ICEKICKER	3,464.48			2500 430200	221	101000
		Total for Vendor:	3,464.48					
40347		3026 DAILY INTER LAKE	65.00					
	Call for bids - Burn bldg							
	03082020	03/08/20 FD-BURN FACILITY 3/8/20	65.00*			1000 420400	390	101000
40385		3026 DAILY INTER LAKE	151.67					
	I00372996	03/25/20 PLN-26903 RUIS HOLDINGS	151.67			1000 411000	331	101000
		Total for Vendor:	216.67					

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40365		777 DIAMOND PLUMBING & HEATING, INC.	85.00					
	SRV 0320-1	03/19/20 FAC-ADJ FLOW ON FLUSHOMETE	85.00			1000 411200	360	101000
		Total for Vendor:	85.00					
40375		2847 DOWNING CONSTRUCTION INC.	18,849.60					
	03312020	03/26/20 SWR-LIFT STATION #2 FINAL PA	19,040.00			5310 430600	934	101000
	03312020	03/26/20 SWR-LS #2 1% WITHHOLDING	-190.40			5310 430600	934	101000
		Total for Vendor:	18,849.60					
40355		438 FERGUSON WATERWORKS	637.48					
	0738482	03/13/20 WTR-REPAIR CLAMPS	388.50			5210 430500	220	101000
	0738507	03/17/20 SWR-CHLOR SADDLE	248.98			5310 430600	232	101000
		Total for Vendor:	637.48					
40392		240 FLATHEAD CONCRETE PRODUCTS, INC.	94.00					
	18687	03/23/20 SWR-2' GRADE RING, 3' GRADE RI	94.00			5310 430600	240	101000
		Total for Vendor:	94.00					
40395		3075 FLATHEAD OIL	469.95					
	19-109	03/23/20 STR-TRACTOR FLUID	469.95			2500 430200	231	101000
		Total for Vendor:	469.95					
40397		3076 GREAT NORTHERN LOGWORKS	4,000.00					
	80% UPFRONT PAYMENT \$3,000 TO BE REIMBURSED THROUGH COMMUNITY POND							
	PRKS-4/2	03/31/20 PRKS-RIVER'S EDGE KIOSK	4,000.00			1000 460400	399	101000
		Total for Vendor:	4,000.00					
40354		2806 HANSON'S HARDWARE	74.16					
	594380	03/12/20 FAC-CLOG DESTROYER	11.99			1000 411200	224	101000
	594520	03/28/20 PD-2" X 15' BLK WP ADH TAPE VE	9.96*			1000 420100	232	101000
	594452	03/20/20 STR-BLK SCRIN DOOR, BRZ DR HING	16.27			2500 430200	240	101000
	594441	03/19/20 STR-ARMOR PLUG, CONNECTOR	20.98			2500 430200	240	101000
	594495	03/26/20 STR-ARM PLUG	6.49			2500 430200	220	101000
	594476	03/24/20 STR-FINE COLOR MARKER	5.49			2500 430200	220	101000
	594416	03/17/20 STR-FRESHNER, SPRAY	2.98*			2500 430200	224	101000
		Total for Vendor:	74.16					

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40396		3062 HIGHGRADE CONSTRUCTION	4,575.00					
1920	10th Ave W water service line - City portion							
	1020 03/31/20 WTR-1920 10TH AVE W-WATER SVC		4,575.00			5210 430500	360	101000
	Total for Vendor:		4,575.00					
40352		2849 J2 BUSINESS PRODUCTS	1,210.21					
	820563-0 03/16/20 PD-2" BINDER		18.50*			1000 420100	210	101000
	820013-0 03/11/20 FD-INKJET CARTRIDGE		13.99			1000 420400	210	101000
	821191-0 03/17/20 FAC-CLEANER,TOWEL, TISSUE, TP		637.60			1000 411200	224	101000
	821363-0 03/18/20 PD-DVD-R SPINDLE		41.88*			1000 420100	210	101000
	821317-0 03/18/20 PD-CRTDG, LSR,HP204 & TAPE C		81.73*			1000 420100	210	101000
	823317-0 03/24/20 PD-DISINFECTANT, PAPER		50.71*			1000 420100	210	101000
	823317-1 03/25/20 PD-LASER CARTRIDGE		266.72*			1000 420100	210	101000
	823613-0 03/26/20 CRT-LEGAL PAD, PENS, POSTIT		36.71			1000 410360	210	101000
	823317-2 03/27/20 PD-SPRAYER, TRIGGER		3.28*			1000 420100	210	101000
	823317-3 03/27/20 PD-REINFORCEMENT 1/4 CL 200		2.25*			1000 420100	210	101000
	824453-0 03/31/20 SWR-TOWELS, SPRAY, DISINFECT		56.84			5310 430600	220	101000
	Total for Vendor:		1,210.21					
40367		2707 KENCO SECURITY AND TECHNOLOGY	82.50					
	2038362 04/01/20 FAC-MONITORING-CITY HALL 4/20		38.50			1000 411200	366	101000
	2036957 04/01/20 FAC-MONITORING-FIRE HALL 4/20		44.00			1000 411200	366	101000
	Total for Vendor:		82.50					
40379		999999 KIMBERLY PETERSON	230.37					
	081650115 03/31/20 WTR-WATER DEPOSIT REFUND		230.37			5210 214010		101000
	Total for Vendor:		230.37					
40361		1290 KROGER COMPANY	33.99					
	347867 03/06/20 ADM-NONA PARTY		33.99			1000 410100	380	101000
	Total for Vendor:		33.99					
40362		1080 LES SCHWAB TIRE CENTER	1,963.55					
	9050036140 03/21/20 PD-TIRE CHANGEOVER & BRAKE		667.75*			1000 420100	361	101000
	9050036128 03/20/20 PD-TIRES-UNIT 13		1,135.88*			1000 420100	361	101000
	9050036129 03/20/20 PD-TIRE CHANGEOVER-UNIT 18		79.96*			1000 420100	361	101000

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		9050036130 03/20/20 PD-TIRE CHANGEOVER UNIT 16	79.96*			1000 420100	361	101000
40393		1080 LES SCHWAB TIRE CENTER	37.00					
		9050036029 03/11/20 SWR-1999 CHEVY DUMP 100	37.00			5310 430600	361	101000
		9050036030 03/11/20 FIN-2005 CHEVY COLORADO	20.00*			1000 410500	360	101000
		905003603c 03/11/20 FIN-2005 CHEVY COLORADO	-20.00*			1000 410500	360	101000
		Total for Vendor:	2,000.55					
40398		2320 LEWIS AND CLARK COUNTY SHERIFF'S	800.00					
		100 03/24/20 PD-MANAGING FTO-MURPHY	400.00			1000 420100	380	101000
		100 03/24/20 PD-MANAGING FTO-DENHAM	400.00			1000 420100	380	101000
		Total for Vendor:	800.00					
40349		1493 MAHUGH FIRE & SAFETY	100.00					
		89948 03/13/20 FD:4 SCBA FIT TESTS	100.00*			1000 420400	390	101000
		Total for Vendor:	100.00					
40380		999999 MICHAEL NORDMARK	250.00					
		081650209 03/31/20 WTR-REFUND DEPOSIT	250.00			5210 214010		101000
		Total for Vendor:	250.00					
40360		916 MID-AMERICAN RESEARCH CHEMICAL	198.67					
		0691003 03/12/20 STR-THERMO GUARD GREASE	99.16			2500 430200	221	101000
		0691002 03/12/20 SWR-TACKLE III DEGREASER	99.51			5310 430600	221	101000
		Total for Vendor:	198.67					
40390		147 MILD FENCE COMPANY	1,996.00					
		42035 03/27/20 PRKS-FENCE REPAIR 4' HORINE	998.00			1000 460400	360	101000
		03092020 03/09/20 STR-2 3/8' X 10' 6" DQ-40 PI	998.00			2500 430200	242	101000
		Total for Vendor:	1,996.00					
40376		707 MONTANA DEPT. OF REVENUE	190.40					
		03312020 03/26/20 SWR-1% W/H DOWNING CONSTRUCT	190.40			5310 430600	934	101000
		Total for Vendor:	190.40					

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40351		43 MONTANA ENVIRONMENTAL LABORATORY	15.00								
	2002030 03/09/20	SWR-ALUMINUM DISSOLVED	15.00			5310		430600	394		101000
		Total for Vendor:	15.00								
40345		2583 MUNICIPAL CODE CORPORATION	1,700.00								
FINAL		50% - MUNICODE MEETINGS SUBSCRIPTION									
	00340670 03/17/20	FIN-FINAL 50% MUNICODE MEETI	1,700.00			1000		410580	355		101000
		Total for Vendor:	1,700.00								
40359		52 NAPA AUTO PARTS	78.81								
	9195302 03/20/20	FD-SAFETY PROTECTIVE C1& G00	26.57*			1000		420730	220		101000
	9195375 03/20/20	FD-SHOE COVER, COVERALLS	23.67*			1000		420730	220		101000
	9198844 03/24/20	STR-METAL CLAM& GASKET	28.57*			2500		430200	232		101000
		Total for Vendor:	78.81								
40368		520 NORCO, INC.	267.66								
	63562380 03/23/20	FD-COVERALL-2X LARGE	213.40*			1000		420730	220		101000
	28935088 03/31/20	STR-CYLIN RENT 03/01-03/31/2	10.85			2500		430200	220		101000
	28904698 03/27/20	SWR-WQ ACETYLENE	43.41			5310		430600	220		101000
		Total for Vendor:	267.66								
40364		132 NORMONT EQUIPMENT COMPANY	2,145.67								
	22080 03/18/20	STR-BLOWER & FILTER	222.90			2500		430200	240		101000
	22081 03/18/20	STR-SPRAY NOZZLE	318.00			2500		430200	240		101000
	22081 03/18/20	STR-EMULSION	1,360.00			2500		430200	471		101000
	22103 03/20/20	STR-VALVE, SOLENOID, PARKER	244.77			2500		430200	240		101000
		Total for Vendor:	2,145.67								
40357		162 NORTH VALLEY HOSPITAL	16.64								
	11111958 03/06/20	PD-BLOOD COLLECTION	16.64			1000		420100	390		101000
		Total for Vendor:	16.64								
40348		2025 NORTH VALLEY SPORTSMAN CLUB	75.00								
	031820 03/18/20	PD:2020 MEMBERSHIP 6/1-5/31	75.00*			1000		420100	335		101000
		Total for Vendor:	75.00								

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40383		1437 NORTHWESTERN ENERGY	2,228.54					
	03312020	03/26/20 FD- 02/20-03/23/2020	351.38			1000 420400	344	101000
	03312020	03/26/20 FAC-02/20-03/23/2020	653.99			1000 411200	344	101000
	03312020	03/26/20 PD-02/20-03/23/2020	145.50			1000 420100	344	101000
	03312020	03/26/20 STR-02/20-03/23/2020	334.90			2500 430200	344	101000
	03312020	03/26/20 WTR-02/20-03/23/2020	109.00			5210 430500	344	101000
	03312020	03/26/20 SWR-02/20-03/23/2020	633.77			5310 430600	344	101000
		Total for Vendor:	2,228.54					
40391		2816 O'REILLY AUTO PARTS	34.44					
	4774307261	03/20/20 WTR-SPLICE, CLOSED TERM, C	34.44			5210 430500	232	101000
		Total for Vendor:	34.44					
40381		999999 PAUL AND DAWN NELSON	220.78					
	081750403	03/31/20 WTR-REFUND DEPOSIT	220.78			5210 214010		101000
		Total for Vendor:	220.78					
40366		2900 PETERS, CLINT	62.26					
	672361	03/21/20 PD-MEDIUM GLOVES-MURDOCHS	62.26*			1000 420100	210	101000
		Total for Vendor:	62.26					
40377		1042 SANDS SURVEYING, INC.	1,962.75					
	32812	03/26/20 PLAN 02/25-03/25	1,962.75			1000 411000	399	101000
		Total for Vendor:	1,962.75					
40378		999999 SHEA FAST	17.04					
	03312020	03/31/20 WTR-OVERPAYMENT	17.04			5210 214010		101000
		Total for Vendor:	17.04					
40374		2890 SPOKANE HOUSE OF HOSE, INC	333.03					
	803215	03/26/20 SWR-200' MILL HOSE	333.03			5310 430600	212	101000
		Total for Vendor:	333.03					

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40358		2699 THE MAIL ROOM, INC	360.51					
	D99772	03/15/20 FIN-03/02/20-3/12/20	12.08			1000 410500	310	101000
	D99772	03/15/20 WTR-03/02/20-3/12/20	17.27			5210 430500	310	101000
	D99772	03/15/20 SWR-03/02/20-3/12/20	17.27			5310 430600	310	101000
	D99771	03/15/20 CRT-03/03/20-03/13/20	72.03			1000 410360	310	101000
	D99888	03/30/20 FIN-03/17/20-03/27/20	22.57			1000 410500	310	101000
	D99888	03/30/20 WTR-03/17/20-03/27/20	82.22			5210 430500	310	101000
	D99888	03/30/20 SWR-03/17/20-03/27/20	82.22			5310 430600	310	101000
	D99887	03/30/20 CRT-03/17/20-03/27/20	42.35			1000 410360	310	101000
	D99996	03/30/20 PLAN-03/17/20-03/27/20	12.50			1000 411000	310	101000
		Total for Vendor:	360.51					
40372		1623 THE UPS STORE #4515	10.32					
	888334	03/24/20 PD-2020-00002131	10.32			1000 420100	310	101000
		Total for Vendor:	10.32					
40384		523 USA BLUE BOOK	624.01					
	179946	03/19/20 SWR-INTELLICAL PH ELECTRODE	624.01			5310 430600	222	101000
		Total for Vendor:	624.01					
40356		E 1218 VERIZON WIRELESS	1,266.08					
	9850411779	03/12/20 ADM-2/13/20-3/12/20	23.16			1000 410400	345	101000
	9850411779	03/12/20 FIN-2/13/20-3/12/20	23.16*			1000 410500	345	101000
	9850411779	03/12/20 FD-2/13/20-3/12/20	103.78			1000 420400	345	101000
	9850411779	03/12/20 FAC-2/13/20-3/12/20	13.16			1000 411200	345	101000
	9850411779	03/12/20 STR-2/13/20-3/12/20	65.78			2500 430200	345	101000
	9850411779	03/12/20 PD-2/13/20-3/12/20	788.86			1000 420100	345	101000
	9850411779	03/12/20 PKS-2/13/20-3/12/20	17.68			1000 460400	345	101000
	9850411779	03/12/20 WTR-2/13/20-3/12/20	141.56			5210 430500	345	101000
	9850411779	03/12/20 SWR-2/13/20-3/12/20	88.94			5310 430600	345	101000
		Total for Vendor:	1,266.08					
40382		84 WESTERN BUILDING CENTER	281.91					
	4602087	03/11/20 SWR-MAKITA 4 1/2 INNER FLANGE	10.35			5310 430600	240	101000
	4602138	03/11/20 SWR-DB 7X1/16X7/8"t27 METALCU	14.07			5310 430600	240	101000
	4602943	03/20/20 STR-5/8 4X 8 UNDERLAY PLY	106.34			2500 430200	240	101000

04/02/20
17:50:57

CITY OF COLUMBIA FALLS
Claim Approval List
For the Accounting Period: 3/20

Item No. 1.

Report ID: AP100V

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/	Document \$/	Disc \$						Cash
		Invoice #/Inv Date/Description	Line \$		PO #	Fund	Org	Acct	Object	Proj Account
	4603023	03/20/20 SWR-ZINC PULL , FURRING PREM	9.51			5310		430600	240	101000
	4603222	03/23/20 SWR-HEX NUTS AND BRUSH ACID	27.74			5310		430600	240	101000
	4603259	03/23/20 STR-FASTSET CONCRETE	26.97			2500		430200	240	101000
	4603599	03/26/20 STR-MAKITA THIN CUTOFF WHEEL	18.56			2500		430200	240	101000
	4602054	03/10/20 POOL-SPRAY TEXTURE	30.94			1000		460445	240	101000
	4602991	03/20/20 FD-SHOE GUARDS, SOCKS	34.94*			1000		420730	220	101000
	4603720	03/27/20 SWR-1/2' X 5" BLK IRON	2.49			5310		430600	220	101000
		Total for Vendor:	281.91							
		# of Claims	50	Total:		62,920.25				
		Total Electronic Claims				2,091.80				
		Total Non-Electronic Claims				60828.45				

04/02/20
17:50:57

CITY OF COLUMBIA FALLS
Fund Summary for Claims
For the Accounting Period: 3/20

Item No. 1.

Report ID: AP110

Fund/Account	Amount
1000 GENERAL FUND	
101000 CASH/CASH EQUIVALENTS	\$19,723.45
2394 BUILDING CODE ENFORCEMENT FUND	
101000 CASH/CASH EQUIVALENTS	\$6,427.20
2500 SPECIAL STREET MAINTENANCE DISTRICT FUND	
101000 CASH/CASH EQUIVALENTS	\$8,299.72
5210 WATER ENTERPRISE FUND	
101000 CASH/CASH EQUIVALENTS	\$6,358.17
5310 SEWER ENTERPRISE FUND	
101000 CASH/CASH EQUIVALENTS	\$22,111.71
Total:	\$62,920.25

04/02/20
17:50:58

CITY OF COLUMBIA FALLS
Claim Approval Signature Page
For the Accounting Period: 3/20

Item No. 1.

Report ID: AP100A

Council Meeting Date: 04/06/20

Claims Submitted to Council: \$ 62,920.25

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

Prepared By: Sandy Carlson, Finance Director

Sandy Carlson

Approved by Susan M. Nicosia, City Manager

Susan Nicosia

City Council to Approve by motion on consent agenda

The following claims are significant:

- Downing Construction \$18,849.60 – Final pymt on Lift Station #2 (Fund 5310)
- City of Whitefish Building \$6,427.20 – Permits for March (Fund 2394)

We have had some unexpected costs for personal protective equipment for Police and Fire and disinfecting wipes for most departments. I am tracking the claims should we have an opportunity to get reimbursed.

- This batch contains \$ 1,185.98 related to the pandemic.

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

Sandy

03/19/20
10:54:57

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

Page Item No. 2.
Report ID: P130

Total for Payroll Checks

	Employee	Employer	Amount
ADDL HOURS (Additional)	0.00		924.34
COMA HOURS (Comp Time Accumulated)	33.00		
COMP HOURS (Comp Time Used)	10.00		253.70
OTHE HOURS (Other Time Used)	80.00		1,860.00
OVER HOURS (Overtime)	92.75		3,417.34
PERS HOURS (Personal Time Used)	1.25		24.51
REG HOURS (Regular Time)	2,158.60		57,538.75
SHFN HOURS (Shift B)	255.75		255.75
SHFQ HOURS (OVT B)	41.75		62.63
SICK HOURS (Sick Time)	41.25		1,087.26
VACA HOURS (Vacation Time Used)	91.25		2,324.48
VOLN HOURS (Not in use)	25.00		1,250.00
GROSS PAY	67,748.76	0.00	
NET PAY	45,881.72	0.00	
NET PAY (CHECKS)	330.80		
NET PAY (DIRECT DEPOSIT)	45,550.92		
AFLAC-POSTTAX	64.48	0.00	
AFLAC-PRETAX	65.58	0.00	
CHILD SUPPORT	88.61	0.00	
CHILD SUPPORT P	413.07	0.00	
CITY OF COLUMBI	25.00	0.00	
FIT	5,017.20	0.00	
FLEX ALLEGIANCE	967.00	35.00	
FOP	360.00	0.00	
HEALTHINS/PRE	2,413.60	16,190.37	
MEDICARE	947.51	947.51	
MT ST FIRE ASSO	26.52	0.00	
NATIONWIDE/CITY	0.00	1,044.43	
NATIONWIDE/EMP	380.79	0.00	
P.E.R.S.	3,035.90	3,331.82	
PERS/FURS	283.71	380.76	
PERS/POLICE	1,999.91	3,202.08	
SIT	2,871.00	0.00	
SOCIAL SECURITY	2,340.36	2,340.36	
TEAMSTERS DUES	259.00	0.00	
UNEMPL. INSUR.	0.00	297.67	
UNUM LIFE INS.	169.34	0.00	
WA CHILD SUPPOR	138.46	0.00	
WORKERS' COMP	0.00	3,053.41	
WELLS FARGO	962.98	0.00	
CHARLES SCHWAB	1,349.36	0.00	
FIRST INTERSTAT	3,552.14	0.00	
FREEDOM BANK	1,018.87	0.00	
GLACIER BANK KA	5,278.10	0.00	
GLACIER BANK/CF	13,411.88	0.00	
GLACIER BANK/WF	1,969.06	0.00	
PARKSIDE CR U	7,808.85	0.00	
THREE RIVERS	995.19	0.00	

Payroll
March 20, 2020
\$ 77,030.27
Bald
Staland

03/19/20
10:54:57

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

Page **Item No. 2.**
Report ID: P130

USAA FEDERAL	1,036.83	0.00
USBANK.	1,687.31	0.00
VALLEY BANK KAL	250.00	0.00
VERIDIAN CREDIT	325.00	0.00
WELLS FARGO	2,697.64	0.00
WELLS FARGO GA	1,164.88	0.00
WFISH CR UNION	2,042.83	0.00
FIT/SIT BASE	58,602.27	0.00
MEDICARE BASE	65,347.01	0.00
PERS BASE	63,302.04	0.00
SOC SEC BASE	37,747.59	0.00
UN BASE	66,148.76	0.00
WC BASE	67,859.65	0.00

Total 30,823.41
Total Payroll Expense (Gross Pay + Employer Contributions): 98,572.17
*** PAYROLL REGISTER + VOLUNTEER PAYROLL REGISTER = PAYROLL SUMMARY ***

Check Summary

Payroll Checks Prev. Out. \$58,636.13
Payroll Checks Issued \$3,267.52
Payroll Checks Redeemed \$58,636.13
Payroll Checks Outstanding \$3,267.52
Electronic Checks \$73,402.75

Deductions Accrued	Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
-----	-----	-----	-----	-----
Social Security 4680.72		4680.72		212260
Medicare 1895.02		1895.02		212260
P.E.R.S. 6367.72	151.71	6519.43		212270
Unempl. Insur. 297.67	1780.61		2078.28	212210
Workers' Comp 3053.41	17837.38		20890.79	212220
FIT 5017.20		5017.20		212260
SIT 2871.00		2871.00		212260
AFLAC-PRETAX 65.58	92.10	157.68		212230
NATIONWIDE/EMP 380.79		380.79		212280
Teamsters dues 259.00	259.00	518.00		212310
PERS/Police 5201.99		5201.99		212240
NATIONWIDE/CITY 1044.43		1044.43		212280
AFLAC-POSTTAX 64.48	79.68	144.16		212230
PERS/FURS 664.47		664.47		212275
MT ST FIRE ASSO 26.52		26.52		212315
HEALTHINS/PRE 18603.97	18603.97		37207.94	212400
CITY OF COLUMBI 25.00		25.00		212450
UNUM LIFE INS. 169.34	169.34		338.68	212400
FLEX ALLEGIANCE 1002.00		1002.00		212285
CHILD SUPPORT 88.61		88.61		212330
CHILD SUPPORT P 413.07		413.07		212330
WA CHILD SUPPOR 138.46		138.46		212330
POP 360.00	360.00		720.00	212335
Total Ded. 52690.45	39333.79	30788.55	61235.69	

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

03/30/20
14:28:10

CITY OF COLUMBIA FALLS
Payroll Summary For Payrolls from 03/27/20 to 03/27/20

Page Item No. 3.
Report ID: P130

Total for Payroll Checks

	Employee	Employer	Amount
	-----	-----	-----
ADDL HOURS (Additional)	0.00		1,492.73
RETR HOURS (RETRO PAY)	9.00		33,725.32
GROSS PAY	35,218.05	0.00	
NET PAY	25,543.07	0.00	
FIT	4,225.56	0.00	
MEDICARE	510.66	510.66	
P.E.R.S.	117.93	129.42	
PERS/POLICE	3,035.28	4,859.81	
SIT	1,693.00	0.00	
SOCIAL SECURITY	92.55	92.55	
UNEMPL. INSUR.	0.00	158.48	
WORKERS' COMP	0.00	1,688.06	
WELLS FARGO	1,339.67	0.00	
GLACIER BANK KA	1,328.92	0.00	
GLACIER BANK/CF	8,175.34	0.00	
PARKSIDE CR U	4,977.21	0.00	
USBANK.	1,404.65	0.00	
VALLEY BANK KAL	50.00	0.00	
VERIDIAN CREDIT	325.00	0.00	
WELLS FARGO	7,242.28	0.00	
WFISH CR UNION	700.00	0.00	
FIT/SIT BASE	32,064.84	0.00	
MEDICARE BASE	35,218.05	0.00	
PERS BASE	35,218.05	0.00	
SOC SEC BASE	1,492.73	0.00	
UN BASE	35,218.05	0.00	
WC BASE	35,218.05	0.00	

Retro pay
CBA Police
3-27-2020
\$40,810.49
Barb Steadant

Total 7,438.98
Total Payroll Expense (Gross Pay + Employer Contributions): 42,657.03

Check Summary

Payroll Checks Prev. Out.	\$61,903.65
Payroll Checks Issued	\$0.00
Payroll Checks Redeemed	\$61,546.33
Payroll Checks Outstanding	\$357.32
Electronic Checks	\$40,810.49

	Carried Forward	Deduction	Difference	Liab Account
	From Previous Month	Checks Issued		
	-----	-----	-----	-----
Deductions Accrued				
Social Security	185.10	185.10		212260
Medicare	1021.32	1021.32		212260
P.E.R.S.	247.35	247.35		212270
Unempl. Insur.	158.48	1939.09	2097.57	212210
Workers' Comp	1688.06	19525.44	21213.50	212220
FIT	4225.56	4225.56		212260

03/30/20
14:28:10

CITY OF COLUMBIA FALLS
Payroll Summary For Payrolls from 03/27/20 to 03/27/20

Page **Item No. 3.**
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SIT	1693.00		1693.00	212260
AFLAC-PRETAX	0.00			212230
NATIONWIDE/EMP	0.00			212280
PERS/Police	7895.09		7895.09	212240
NATIONWIDE/CITY	0.00			212280
HEALTHINS/PRE	0.00	18603.97	18603.97	212400
UNUM LIFE INS.	0.00	169.34	169.34	212400
FLEX ALLEGIANCE	0.00			212285
WA CHILD SUPPOR	0.00			212330
FOP	0.00			212335
Total Ded.	17113.96	40237.84	15267.42	42084.38

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

04/02/20
10:34:59

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

Page Item No. 4.
Report ID: P130

Total for Payroll Checks

	Employee	Employer	Amount
	-----	-----	-----
ADDL HOURS (Additional)	0.00		954.04
COMA HOURS (Comp Time Accumulated)	0.38		
COMP HOURS (Comp Time Used)	4.00		78.68
OVER HOURS (Overtime)	75.00		2,901.87
REG HOURS (Regular Time)	2,131.00		55,199.01
SHFN HOURS (Shift B)	219.00		219.00
SHFQ HOURS (OVT B)	43.00		64.50
SICK HOURS (Sick Time)	116.75		2,686.83
VACA HOURS (Vacation Time Used)	96.25		2,817.01
GROSS PAY	64,920.94	0.00	
NET PAY	43,497.80	0.00	
AFLAC-POSTTAX	64.48	0.00	
AFLAC-PRETAX	65.58	0.00	
CHILD SUPPORT	88.61	0.00	
CHILD SUPPORT P	413.07	0.00	
CITY OF COLUMBI	25.00	0.00	
FIT	4,946.69	0.00	
FLEX ALLEGIANCE	967.00	35.00	
FOP	360.00	0.00	
HEALTHINS/PRE	2,413.60	16,190.37	
MEDICARE	906.52	906.52	
MT ST FIRE ASSO	26.52	0.00	
NATIONWIDE/CITY	0.00	1,044.43	
NATIONWIDE/EMP	380.79	0.00	
P.E.R.S.	2,977.96	3,268.21	
PERS/FURS	283.71	380.76	
PERS/POLICE	1,924.95	3,082.05	
SIT	2,779.00	0.00	
SOCIAL SECURITY	2,232.86	2,232.86	
TEAMSTERS DUES	259.00	0.00	
UNEMPL. INSUR.	0.00	292.15	
UNUM LIFE INS.	169.34	0.00	
WA CHILD SUPPOR	138.46	0.00	
WORKERS' COMP	0.00	2,900.49	
WELLS FARGO	962.98	0.00	
CHARLES SCHWAB	1,349.36	0.00	
FIRST INTERSTAT	3,730.99	0.00	
FREEDOM BANK	1,266.30	0.00	
GLACIER BANK KA	4,428.56	0.00	
GLACIER BANK/CF	12,062.77	0.00	
GLACIER BANK/WF	1,547.15	0.00	
PARKSIDE CR U	8,231.67	0.00	
THREE RIVERS	995.19	0.00	
USAA FEDERAL	1,036.83	0.00	
USBANK.	1,595.89	0.00	
VALLEY BANK KAL	250.00	0.00	
VERIDIAN CREDIT	325.00	0.00	
WELLS FARGO	2,390.40	0.00	

4-3-2020
Payroll
\$ 110,877.50
Barb Stalans

04/02/20
10:34:59

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

Page
Report ID: P130

Item No. 4.

WELLS FARGO GA	1,303.16	0.00
WFISH CR UNION	2,021.55	0.00
FIT/SIT BASE	55,907.35	0.00
MEDICARE BASE	62,519.19	0.00
PERS BASE	61,735.57	0.00
SOC SEC BASE	36,014.02	0.00
UN BASE	64,920.94	0.00
WC BASE	63,953.64	0.00

Total	30,332.84
Total Payroll Expense (Gross Pay + Employer Contributions):	95,253.78

Check Summary

Payroll Checks Prev. Out.	\$19,855.68
Payroll Checks Issued	\$40,095.61
Payroll Checks Redeemed	\$330.80
Payroll Checks Outstanding	\$59,620.49
Electronic Checks	\$70,781.89

Deductions Accrued	Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
Social Security	4465.72	4465.72		212260
Medicare	1813.04	1813.04		212260
P.E.R.S.	6246.17	6246.17		212270
Unempl. Insur.	292.15	292.15	584.30	212210
Workers' Comp	2900.49	2900.49	5800.98	212220
FIT	4946.69	4946.69		212260
SIT	2779.00	2779.00		212260
AFLAC-PRETAX	65.58	65.58	131.16	212230
NATIONWIDE/EMP	380.79	380.79		212280
Teamsters dues	259.00	259.00	518.00	212310
PERS/Police	5007.00	5007.00		212240
NATIONWIDE/CITY	1044.43	1044.43		212280
AFLAC-POSTTAX	64.48	64.48	128.96	212230
PERS/FURS	664.47	664.47		212275
MT ST FIRE ASSO	26.52	26.52		212315
HEALTHINS/PRE	18603.97	37640.05	-432.11	212400
CITY OF COLUMBI	25.00	25.00		212450
UNUM LIFE INS.	169.34	338.68		212400
FLEX ALLEGIANCE	1002.00	1002.00		212285
CHILD SUPPORT	88.61	88.61		212330
CHILD SUPPORT P	413.07	413.07		212330
WA CHILD SUPPOR	138.46	138.46		212330
FOP	360.00	360.00		212335
Total Ded.	51755.98	67379.70	6731.29	

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

04/02/20
09:45:16

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

Page **Item No. 4.**
Report ID: P130

Total for Payroll Checks

	Employee	Employer	Amount
	-----	-----	-----
ADDL HOURS (Additional)	0.00		954.04
COMA HOURS (Comp Time Accumulated)	0.38		
COMP HOURS (Comp Time Used)	4.00		78.68
OVER HOURS (Overtime)	75.00		2,901.87
REG HOURS (Regular Time)	2,131.00		55,199.01
SHFN HOURS (Shift B)	219.00		219.00
SHFQ HOURS (OVT B)	43.00		64.50
SICK HOURS (Sick Time)	116.75		2,686.83
VACA HOURS (Vacation Time Used)	96.25		2,817.01
GROSS PAY	64,920.94	0.00	
NET PAY	43,497.80	0.00	
AFLAC-POSTTAX	64.48	0.00	
AFLAC-PRETAX	65.58	0.00	
CHILD SUPPORT	88.61	0.00	
CHILD SUPPORT P	413.07	0.00	
CITY OF COLUMBI	25.00	0.00	
FIT	4,946.69	0.00	
FLEX ALLEGIANCE	967.00	35.00	
FOP	360.00	0.00	
HEALTHINS/PRE	2,413.60	16,190.37	
MEDICARE	906.52	906.52	
MT ST FIRE ASSO	26.52	0.00	
NATIONWIDE/CITY	0.00	1,044.43	
NATIONWIDE/EMP	380.79	0.00	
P.E.R.S.	2,977.96	3,268.21	
PERS/FURS	283.71	380.76	
PERS/POLICE	1,924.95	3,082.05	
SIT	2,779.00	0.00	
SOCIAL SECURITY	2,232.86	2,232.86	
TEAMSTERS DUES	259.00	0.00	
UNEMPL. INSUR.	0.00	292.15	
UNUM LIFE INS.	169.34	0.00	
WA CHILD SUPPOR	138.46	0.00	
WORKERS' COMP	0.00	2,900.49	
WELLS FARGO	962.98	0.00	
CHARLES SCHWAB	1,349.36	0.00	
FIRST INTERSTAT	3,730.99	0.00	
FREEDOM BANK	1,266.30	0.00	
GLACIER BANK KA	4,428.56	0.00	
GLACIER BANK/CF	12,062.77	0.00	
GLACIER BANK/WF	1,547.15	0.00	
PARKSIDE CR U	8,231.67	0.00	
THREE RIVERS	995.19	0.00	
USAA FEDERAL	1,036.83	0.00	
USBANK.	1,595.89	0.00	
VALLEY BANK KAL	250.00	0.00	
VERIDIAN CREDIT	325.00	0.00	
WELLS FARGO	2,390.40	0.00	

Please initiate
Thank you.

Batch # 0000470
Comp # 04022000810
Sjc 4/1/20

Batch # 0000469
Comp # 04022000212
Sjc 4/1/20

04/02/20
09:45:16

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

Page **Item No. 4.**
Report ID: P130

WELLS FARGO GA	1,303.16	0.00
WFISH CR UNION	2,021.55	0.00
FIT/SIT BASE	55,907.35	0.00
MEDICARE BASE	62,519.19	0.00
PERS BASE	61,735.57	0.00
SOC SEC BASE	36,014.02	0.00
UN BASE	64,920.94	0.00
WC BASE	63,953.64	0.00

Total 30,332.84
Total Payroll Expense (Gross Pay + Employer Contributions): 95,253.78

Check Summary

Payroll Checks Prev. Out. \$19,855.68
Payroll Checks Issued \$40,095.61
Payroll Checks Redeemed \$330.80
Payroll Checks Outstanding \$59,620.49
Electronic Checks \$70,781.89

Deductions Accrued	Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
-----	-----	-----	-----	-----
Social Security 4465.72		4465.72		212260
Medicare 1813.04		1813.04		212260
P.E.R.S. 6246.17		6246.17		212270
Unempl. Insur. 292.15	292.15		584.30	212210
Workers' Comp 2900.49	2900.49		5800.98	212220
FIT 4946.69		4946.69		212260
SIT 2779.00		2779.00		212260
AFLAC-PRETAX 65.58	65.58		131.16	212230
NATIONWIDE/EMP 380.79		380.79		212280
Teamsters dues 259.00	259.00		518.00	212310
PERS/Police 5007.00		5007.00		212240
NATIONWIDE/CITY 1044.43		1044.43		212280
AFLAC-POSTTAX 64.48	64.48		128.96	212230
PERS/FURS 664.47		664.47		212275
MT ST FIRE ASSO 26.52		26.52		212315
HEALTHINS/PRE 18603.97	18603.97	37640.05	-432.11	212400
CITY OF COLUMBI 25.00		25.00		212450
UNUM LIFE INS. 169.34	169.34	338.68		212400
FLEX ALLEGIANCE 1002.00		1002.00		212285
CHILD SUPPORT 88.61		88.61		212330
CHILD SUPPORT P 413.07		413.07		212330
WA CHILD SUPPOR 138.46		138.46		212330
FOP 360.00		360.00		212335
Total Ded. 51755.98	22355.01	67379.70	6731.29	

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

03/31/20
11:04:40

CITY OF COLUMBIA FALLS
Payroll Summary For Payrolls from 03/31/20 to 03/31/20

Item No. 5.
Page
Report ID: P130

Total for Payroll Checks

	Employee	Employer	Amount
Total			0.00
Total Payroll Expense (Gross Pay + Employer Contributions):			0.00
Total Discounts:	0.56		
Total Payroll Expense (Less Discounts):	-0.56		

Check Summary

Payroll Checks Prev. Out.	\$61,903.65
Payroll Checks Issued	\$19,524.88
Payroll Checks Redeemed	\$61,546.33
Payroll Checks Outstanding	\$19,882.20
Electronic Checks	\$1,939.10

	Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
Deductions Accrued				
Total Ded.	0.00	0.00	0.00	0.00

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

3-31-20
1st Quarter
\$21,463.98
Barry Stalard

**CITY OF COLUMBIA FALLS
MINUTES OF THE REGULAR MEETING
HELD MARCH 16, 2020**

Item No. 6.

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

PRESENT

Mayor Don Barnhart
Councilor Darin Fisher
Councilor Doug Karper
Councilor Jenny Lovering
Councilor John Piper
Councilor Mike Shepard

ABSENT

Councilor Paula Robinson

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

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Motion made by Councilor Shepard, Seconded by Councilor Lovering.

YES: Mayor Barnhart, Councilor Fisher, Councilor Karper, Councilor Lovering, Councilor Piper, and Councilor Shepard.

CONSENT AGENDA:

Motion made by Councilor Shepard, noting that all claims appear to be in order. Seconded by Councilor Fisher.

YES: Mayor Barnhart, Councilor Fisher, Councilor Karper, Councilor Lovering, Councilor Piper, and Councilor Shepard.

Approval of Claims - \$152,930.70 March 16, 2020

Claims Approval - March 2, 2020 - \$35,700.14

Claims - Special Run \$800.00 BNSF

Payroll - March 13, 2020 - \$9,525.92 Final

Payroll - Regular March 6, 2020 - \$125,254.08

Payroll - Regular February 21, 2020 - \$75,596.34

Minutes - February 18, 2020 Regular Council Meeting

Approval of Updated Job Description - Grounds Maintenance Laborer

Approval of 2020 Urban & Community Forestry Subaward Agreement, UCF-20-11, and authorize City Manager to sign

CITY OF COLUMBIA FALLS
MINUTES OF THE REGULAR MEETING
HELD MARCH 16, 2020

Item No. 6.

Approval of Community Pond Project Agreement, MT F,W & P, Fisheries Division and authorize City Manager to sign

Approval of NW Montana Drug Task Force Local Drug Task Force Memorandum of Understanding for 2020-2021

VISITORS/PUBLIC COMMENT (Items not on agenda)

Presentation - Flathead City-County Health Department - Coronavirus Update

Kerry Nuckles, with the Flathead City-County Health Department said there has been a lot of discussion today along with a heavy call volume. They have been in communication with healthcare providers, KRMHC, schools, churches and daycares etc. Ms. Nuckles said on the Health Department side all programs are still open at this time. As of 5:30 pm today there have been no cases of COVID-19 in the Flathead Valley. We are trying to provide outreach to as many as we can to keep large groups from meeting. Ms. Nuckles said they will do updates on a daily basis.

APPOINTMENTS:

Police Commissioner – Larry Wilson, 3 year term. City Manager said Larry Wilson has served as a Police Commissioner for over 30 years. Mr. Wilson would like to be re-appointed for a three year term ending May 2023.

Motion made by Councilor Lovering, Seconded by Councilor Shepard.

YES: Mayor Barnhart, Councilor Fisher, Councilor Karper, Councilor Lovering, Councilor Piper, Councilor Shepard.

NOTICE OF PUBLIC HEARINGS/PUBLIC HEARINGS:

Mayor Barnhart read the Notice of Public Hearing: Planned Unit Development, Ruis Holdings 540 Nucleus Ave LLC, Planning Board March 10th and City Council April 6th.

NEW BUSINESS:

Approval of Park Use Hours - 2020 Movie night events

Nicosia reported that the Columbia Falls Chamber has submitted a special use permit for three Outdoor Movie Nights at Marantette Park this summer. The events will be held Saturday June 20th, July 18th and August 22nd, from 7 pm - 11 pm. Staff has reviewed the application for use and recommends approval for extending the hours.

Motion made by Councilor Piper to approve the extended hours for the 2020 movie nights, Seconded by Councilor Karper.

YES: Mayor Barnhart, Councilor Fisher, Councilor Karper, Councilor Lovering, Councilor Piper, Councilor Shepard.

CITY OF COLUMBIA FALLS
MINUTES OF THE REGULAR MEETING
HELD MARCH 16, 2020

Item No. 6.

REPORTS / BUSINESS FROM MAYOR & COUNCIL:

Mayor inquired about the fire hydrant that was hit at the end of Nucleus Ave. Nicosia said the City Public Works department had received a call regarding the hydrant.

CITY MANAGER REPORT:

City Manager Nicosia discussed the building permit history year to date through February. The City has issued 37 permits through February, which was the same number as last year for the same time period. The commercial value of the permits was \$9,641,133 and includes the 3 new apartment buildings on Bills Lane and residential permit value was \$2,465,174. Nicosia said Planning/Zoning activity is relatively quiet at this time with smaller projects.

City Hall remains open and we have been sanitizing on a regular basis. Meetings have been cancelled as well as training/travel. We will continue taking precautions and if necessary close the building to the public. Staff will continue to work regularly scheduled hours to answer phone calls and provide required services. Mayor Barnhart asked if the city had hand sanitizer to put at the window for citizens to use. Nicosia said we are trying to get bottled sanitizer for the counter.

Nicosia said we have hired a Cashier/Deputy City Clerk and are currently advertising for summer employment opportunities at the pool and grounds maintenance (Parks).

MISCELLANEOUS:

Reports and Correspondence:

February 2020 Financial Report

February 2020 Police Department Activity

Correspondence

ADJOURN:

Councilor Lovering motioned to adjourn at 7:27 p.m., second by Councilor Piper.

Mayor

Attest:

City Clerk



Miscellaneous Professional Services Agreement

KLJ Project #	<u>2004-00514</u>	Effective Date	<u>4/1/2020</u>
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>Tyler Bradshaw, P.E.</u>	Home #	
Title	<u>Public Works Director</u>	Cell #	<u>406-892-4413</u>
		Business #	<u>406-892-4430</u>

Project Description FY 2020 BUILD Grant Development Assistance

Detailed Description of Services:

KLJ will assist the City of Columbia Falls, MT, with the update of its most recent FY 2019 BUILD Grant to support the Columbia Falls Safe Connections, A Complete Streets Project application. KLJ will provide support services to assist and guide the City of Columbia Falls prepare a stronger application for its FY 2020 BUILD application. KLJ will provide the following services:

1. Diagnostic review of the FY 2019 application inclusive of a detailed input and recommendations. This doesn't include modifying narrative, however, will include a suggested new outline and clear recommendations to improve the strength of the written application. Provide guidance so the City can format the application to specifically respond to the FY 2020 Notice of Funding Availability (NOFA). Provide editorial suggestions to ensure formatting allows for adequate consideration of key criteria of the BUILD program and selection criteria.
2. Evaluate data sets which may serve to strengthen the application in meeting BUILD Grant Selection Criteria, specifically safety, economic competitiveness and environmental sustainability. KLJ will provide suggestions on refined narrative and potential new data sources.
3. Create no more than two (2) additional graphics/maps to help illustrate project location, benefit areas, and general illustrations to support BUILD Grant selection criteria to help tell a stronger story.
4. Review and revise the Benefit Cost Analysis (BCA). Coordinate updates to the project narrative to support the revised BCA.
5. Simple project website to host support materials.

Estimated Completion Date of Services MAY 15, 2020

Estimated Fees for Services \$9,792 Type Hourly Rates plus Expenses

Special Conditions to be considered
None

Other Items
None

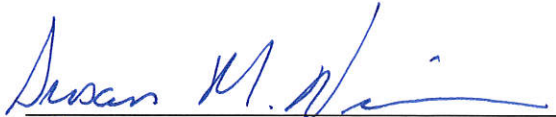
TERMS AND CONDITIONS

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 3/30/2020

Signature 
 Printed Name Susan M. Nicosia
 Title City Manager

Kadrmas, Lee & Jackson, Inc.
 Date _____

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

AGREEMENT FOR THE COLUMBIA FALLS AREA TRANSPORTATION PLAN

This Agreement is made and entered into by and between the City of Columbia Falls (LOCAL AUTHORITY) and the Montana Department of Transportation (MDT). City of Columbia Falls DUNS is 021996665. CFDA # 20.205 Highway Planning and Construction was awarded in FFY2020 (October 01, 2019 - September 30, 2020). Montana's total federal award of SPR-PL funds was \$10,685,423. FAIN 300Z550MTSTWD FHWA is the federal awarding agency.

ARTICLE I GENERAL OBLIGATIONS

1. Purpose of Agreement

This agreement documents the roles, responsibilities, and funding requirements for the development of the Columbia Falls Area Transportation Plan (PLAN). The scope of the transportation plan is described in the attached Scope of Services, Exhibit A.

2. Time of Performance

The term of this agreement will be for eighteen (18) months from the signing of this agreement unless extended by mutual agreement or terminated before that date as provided in this Agreement.

3. Roles and Responsibilities

A. Both Parties Agree:

1. LOCAL AUTHORITY will establish a technical committee consisting of members of the LOCAL AUTHORITY, MDT, the City of Columbia Falls Transportation Advisory Committee, and other entities, as appropriate^[JB1]^[T2]^[CV3]. The role of the technical committee will be to provide guidance and assistance for, but not limited to, PLAN progress, analysis and methodologies, and any issues or concerns that arise during the PLAN. The technical committee will review all PLAN documentation prior to publication.
2. Development of the PLAN will include monthly meetings with the technical committee; meetings will be held in Columbia Falls with a conference call line.
3. Development of the PLAN will include at least two Informational Meetings for the public to attend^[JB4].
4. Upon completion, the PLAN will be adopted by the LOCAL AUTHORITY following local planning processes.
5. LOCAL AUTHORITY will contract with a Consultant for assistance in development of the PLAN, to be paid solely by LOCAL AUTHORITY, with reimbursement by MDT as per the invoicing percentages and processes in this Agreement. Maximum contract amount is \$113,214 per Article II below.
6. Consultant for this plan must have a background in Transportation Planning with experience developing Long Range Transportation Plans^[JB5].

B. LOCAL AUTHORITY WILL:

1. Submit invoices on a monthly basis with a 60/40 MDT/LOCAL AUTHORITY cost

- share for reimbursement.
2. Ensure deliverable deadlines applicable to the consultant’s work are met and that consultant contract stays within established scope, budget and study schedule.
 3. Pay MDT within 30 days of receiving an invoice for indirect costs.

C. MDT WILL:

1. Provide technical assistance and recommend industry best practices to the LOCAL AUTHORITY and the consultant throughout the plan development.
2. Provide transportation modeling and subsequent model runs as necessary.
3. Submit all edits and changes of deliverables to the LOCAL AUTHORITY prior to distribution to technical advisory committee.[T6][CV7]
4. Participate in technical advisory committee and attend all meetings either in person or conference call.
5. Reimburse LOCAL AUTHORITY within 30 days of submitting invoice, with a 60/40 MDT/LOCAL AUTHORITY cost share.
6. Bill LOCAL AUTHORITY for indirect costs (IDC) on local match as per ARTICLE II.

ARTICLE II FUNDING

1. Compensation

The PLAN will be funded by the LOCAL AUTHORITY and MDT as shown by the following itemized financial allocations.

Transportation Plan		Total Costs	Direct Costs	Indirect Costs
Local Authority Funds	(40 %)	\$ 50,000	\$ 45,285	\$ 4,715
MDT Funds	(60 %)	\$ 75,000	\$ 67,929	\$ 7,071
Total maximum		\$ 125,000	\$113,214	\$11,786[T8][T9][CV10]

The LOCAL AUTHORITY will not reduce its share of the project cost unless there is a proportional cost reduction to MDT. The total payment by MDT to complete the plan shall not exceed the above-stated funding. Any scope revision or increase in project costs must be agreed to beforehand in writing.

2. Indirect Costs

Section 17-1-106 MCA requires any state agency, including MDT that receives non-general funds to identify and recover its indirect costs. These costs are in addition to direct project costs. MDT’s indirect cost rate is determined annually as a percentage of the project’s direct costs to cover the project’s share of MDT’s indirect costs as defined by 2 CFR 200, Appendix VII. MDT’s current indirect cost rate is 10.41% for state fiscal year 2019 (July 1, 2019 to June 30, 2020).

For this project, MDT will include a charge for the indirect costs at the current fiscal year indirect cost rate which amount will be applied toward the LOCAL AUTHORITY share of project contribution. Note: If this project extends across more than one fiscal year, more than one annual rate will be involved, as the rates may change during the life of the project.^[T11]^[CV12]

3. Invoices and Reimbursement

The LOCAL AUTHORITY must submit invoices for payment along with a letter approving payment and supporting documentation substantiating the amount requested to Statewide & Urban Planning Section, Transportation Planning Division, Montana Department of Transportation, 2701 Prospect Avenue, Helena, MT 59620. MDT funds will be used to reimburse LOCAL AUTHORITY for costs attributable to the PLAN. MDT will reimburse 60% of all invoice expenses included in the agreed-upon scope of work up to \$67,929 as shown in Article II. MDT has the authority to review and approve payment of the invoices submitted by LOCAL AUTHORITY. Reimbursement will not be made for any costs not clearly and accurately supported by LOCAL AUTHORITY's records and not submitted within sixty days of the date originally incurred^[JB13]. MDT shall reimburse LOCAL AUTHORITY within 30-days provided all the proper documentation has been submitted.

MDT reserves the right to withhold 10% of its proportionate share of the total project cost until all supported claims filed with the MDT have been settled.

ARTICLE III TERMS AND CONDITIONS

1. Liaison

The liaison for MDT is Vicki Crnich, (406) 444-7653, Statewide & Urban Planning Section, Rail, Transit & Planning Division, 2960 Prospect Ave, Helena MT, 59620. The liaison for the LOCAL AUTHORITY is Tyler Bradshaw, (406) 892-4430, City of Columbia Falls Public Works, 130 6th Street W., Columbia Falls MT, 59912.

2. Report Submission

All reports, scope revisions, partial and final payment requests, and coordination of activities will be submitted to the Transportation Planning Division for acceptance by the MDT.

3. Ownership of Documents

All notes, calculations, computer runs, specifications, reports, special studies, and other data prepared or collected under this agreement will become the property of the LOCAL AUTHORITY upon completion of the study. The LOCAL AUTHORITY will provide a printed copy and an electronic copy of the completed study to the MDT upon completion of the study.

4. Access to Records

It is expressly understood LOCAL AUTHORITY is required to maintain full records of its performance and further to allow access to these records by MDT and the Montana Legislative Auditor and Legislative Fiscal Analyst when required by law. LOCAL AUTHORITY agrees to create and retain records supporting this Agreement for a period of three years after the completion date of this Agreement or the conclusion of any claim, litigation or exception^[JB14] relating to this Agreement taken by the State of Montana or a third party.

5. Hold Harmless & Indemnification

LOCAL AUTHORITY agrees to protect, defend, indemnify, and hold MDT, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by LOCAL AUTHORITY’s employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of LOCAL AUTHORITY, its agents, or sub-contractors, under this Agreement, except the negligence of MDT.

The State and MDT agree to protect, defend, indemnify, and hold LOCAL AUTHORITY, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the MDT’s employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of MDT, its agents, or sub-contractors, under this Agreement, except the negligence of LOCAL AUTHORITY.

6. Insurance

Each party shall maintain for the duration of this Agreement, at its own cost and expense, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the duties and obligations in this Agreement^[JB15] by each party, its agents, employees, representatives, assigns or sub-contractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

a). Commercial General Liability Insurance: LOCAL^[T16]^[CV17] AUTHORITY shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage as set forth below, to cover such claims as may be caused by any act, omission, or negligence of LOCAL AUTHORITY or their officers, agents, representatives, assigns, or subcontractors. Commercial General Liability insurance covering all operations under the Agreement shall have coverage substantially similar to the standard ISO Commercial General Liability Insurance policy, the limits shall be:

Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00
Excess/Umbrella Liability Insurance	\$2,000,000.00

Any party classified as a governmental entity may meet the insurance requirements of this Agreement through self-insurance or risk sharing pool coverage which meets Montana statutory tort limits^[JB18]. Proof of self-insurance or risk sharing pool coverage must be provided to MDT before commencement of the Agreement activities^[JB19]. LOCAL AUTHORITY must notify MDT immediately of any change in insurance coverage during the term of this Agreement and must meet the limits for private insurance shown above should self-insurance or risk sharing pool coverage be discontinued.

b). Certificates of Insurance: Insurance is to be placed with an insurer with a Best's rating of no less than A-. The Best's rating requirement does not apply to any governmental entity self-insurance or risk-sharing pool insurance coverage. LOCAL AUTHORITY must notify MDT immediately of any material change in insurance coverage, such as changes in limits, coverages, changes in status of policy, etc. MDT reserves the right to require complete copies of insurance policies at any time.

c). Workers' Compensation Insurance: LOCAL AUTHORITY shall require its contractor(s) to maintain workers' compensation insurance in accordance with §39-71-401/405, Montana Code Annotated. Neither the contractor nor its employees are employees of MDT. This insurance must be valid for the entire Agreement period.

7. Subcontractor Work

LOCAL AUTHORITY will require any subcontractor performing work under this agreement to provide proof of the following insurance coverage prior to the date upon which work is to begin. The^[JB20] proof of insurance or exemption must be valid for the entire agreement period.

a) Comprehensive general liability insurance, including vehicle liability insurance, with limits acceptable to the LOCAL AUTHORITY.

b) All insurance coverage must be with a carrier licensed to do business in the State of Montana or by a public entity self-insured program either individually or on a pool basis. Each party must notify the other immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. Each party reserves the right to request complete copies of the other party's insurance policy or self-insured memorandum of coverage at any time.

c) Workers Compensation Insurance coverage valid in the State of Montana or proof of exemption thereof.

8. Nondiscrimination

LOCAL AUTHORITY will require during the performance of any work arising out of this agreement that the LOCAL AUTHORITY, for itself, its assignees and successors, shall comply with all nondiscrimination regulations shown in Exhibit "B".

9. Termination

This agreement may be terminated for convenience by either party by that party mailing or faxing a written notice of termination to the other's liaison person. MDT may also terminate this agreement for default. If termination occurs due to default, the notice shall state the manner of the default, and offer LOCAL AUTHORITY an opportunity to explain the non-performance. If MDT finds LOCAL AUTHORITY has a reasonable excuse for non-performance, which is beyond the control of the LOCAL AUTHORITY, MDT may set up a new work schedule to allow the completion of the agreed upon work^[JB21]^[CV22].

In any termination, MDT will make its contractual payments proportionate to the work performed at the time of termination and LOCAL AUTHORITY shall account for any property in its possession paid for with funds received from MDT or supplied to it by MDT.

10. Other Agreements

Other Agreements pertaining to the project area remain in full force and effect. In the case of a conflict between this Agreement and a previously executed Agreement, the terms of this Agreement apply.

11. Choice of Law and Venue

Controversy arising from this agreement may result in litigation. Arbitration, unless agreed to in writing and pursuant to law, is not available.

This Agreement shall be governed by the laws of Montana. The parties agree that any litigation concerning this Agreement must be brought in the First Judicial District Court, in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees except as otherwise noted in this agreement. In case of conflict between the terms and conditions of this Agreement and the laws of the State of Montana, the laws of the State of Montana shall control.

12. Agreement Modification

This Agreement may be modified or amended only by written Addendum signed by both parties. In addition to the terms and conditions contained herein, the provisions of any Addendum, signed and agreed to by both parties, may be incorporated and made a part hereof by this reference in the terms of the agreement so provided. In the event of any conflict between the terms and conditions hereof and the provisions of any Addendum, the provision of the Addendum shall control, unless the provisions thereof are prohibited by law.

13. Binding Effect

The benefits and obligations set forth in this Agreement shall be binding upon, and inure to the benefit of, their respective successors, administrators and assigns of the Parties.

14. Relationship of Parties

Nothing contained in this Agreement shall be deemed or construed (either by the parties hereto or by any third party) to create the relationship of principal and agent or create any partnership joint venture or other association between the Parties.

15. Notice

All notices arising out of, or from, the provisions of this agreement shall be in writing and given to the parties at the address of the party above, either by regular mail or delivery in person.

16. Severability and Integration

If any single part, or parts, of this agreement are determined to be void, the remaining parts will remain valid and operative. This agreement, as written, expresses the total, final and only agreement of the parties relevant to its subject matter. No provision, expressed or implied, arising from any prior oral or written request, bid, inquiry, negotiation, contract, or any other form of communication shall be a provision of this agreement unless specifically provided within the written terms herein.

ARTICLE IV FEDERAL REQUIREMENTS

1. Audit Requirements

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

2. Debarment and Suspension (E.O.s 12549 and 12689)

LOCAL AUTHORITY shall obtain from its third-party contractors certifications required by Department of Transportation regulations, "Government-wide Debarment and Suspension (Non-procurement)," 49 CFR Part 29, and otherwise comply with the requirements of those regulations a list of debarred entities is located at <https://www.sam.gov/portal/public/SAM/>.

3. Conflict of Interest (2 CFR 200.112) –

LOCAL AUTHORITY must disclose in writing any potential conflict of interest to the MDT in accordance with applicable Federal awarding agency policy [JB23] [CV24].

4. Mandatory Disclosures (2 CFR 200.113) –

LOCAL AUTHORITY must disclose, in a timely manner, in writing to the MDT all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR 200.338, including suspension or debarment.

5. Internal Controls (2 CFR 200.303) -

LOCAL AUTHORITY must establish and maintain effective internal controls that provide reasonable assurance to the MDT that LOCAL AUTHORITY is in compliance with Federal statutes, regulations, and terms and conditions of the Federal award.

6. Political Activity (Hatch Act)

LOCAL AUTHORITY will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

7. Certification Regarding Federal Lobbying

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

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

8. Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception.

WITNESS WHEREOF, the parties have caused this agreement to be executed.

City of Columbia Falls

By: _____
City Manager, City of Columbia Falls

Date: _____, 2020

STATE OF MONTANA - DEPARTMENT OF TRANSPORTATION

By: _____
Transportation Planning Division

Date: _____, 2020

Approved for Legal Content:

Approved for Civil Rights Content:

By: _____
Department Legal Services

By: _____
Department of Civil Rights

**COLUMBIA FALLS AREA TRANSPORTATION PLAN
Agreement Exhibit A (Scope of Services)**

DRAFT

**COLUMBIA FALLS AREA TRANSPORTATION PLAN
Agreement Exhibit B (Non-Discrimination Notice)**

DRAFT

**Agreement to Grant Home
Program Income Funds**

Item No. 9.

WHEREAS, the City of Columbia Falls, Montana (“CITY”) has entered into a Grant Agreement with the Montana Department of Commerce (“DOC”) for participation in the Department of Housing and Urban Development’s (“HUD”) Home Investment Partnerships Program (“HOME Program”) under 24 CFR Part 92 as amended; and

WHEREAS, the CITY, as the HOME Program Grantee, is responsible for the planning, administration, implementation, and evaluation of the HOME Program; and

WHEREAS, the Northwest Montana Community Land Trust, Inc. (“CLT”) is a Montana Non-Profit Public Benefit Corporation; and

WHEREAS, the CITY, has or will receive \$120,000 in Program Income as defined by 24 CFR 92.2 (“Funds”); and

WHEREAS, the CITY desires to assist the CLT by granting the Funds to the CLT to be used for acquisition of unoccupied land with or without improvements (“Benefited Property”) within the CITY and the rehabilitation of said improvements if needed, in compliance with the HOME Program.

NOW, THEREFOR, in consideration of the premises, the parties agree that the Funds be granted to the CLT by the CITY, subject to the following conditions and limitations:

I. Grant and Use of Funds.

A. Upon the CLT’s written request identifying the Benefited Property, and upon the CITY’s approval of the Benefitted Property, the CITY will deliver the Funds to the CLT.

B. The CLT agrees to use the Funds in compliance with all applicable HOME regulations.

C. All HOME program requirements apply to the program income provided by the City to the CLT.

D. The CLT agrees that any expenses related to the Benefitted Property exceeding the Funds will be the responsibility of the CLT.

E. It is expressly understood by the parties hereto that this Agreement is dependent and conditional upon approval of the Montana Department of Commerce and that if said approval is not obtained the CITY incurs no responsibility or liability under this Agreement.

II. General Conditions. The CLT agrees to abide by all conditions fully set forth below.

A. The Benefitted Property must be located within the CITY.

B. After acquisition and rehabilitation by the CLT, the Benefitted Property must be modest housing with a purchase price below those set by HUD, and serve one or more low-income families (defined as those with incomes below 80% of the area median income (AMI)) as defined by HOME Program regulations (24 CFR 92.2). If the CLT sells, transfers or otherwise conveys the Benefitted Property, the affordability requirements of this Subparagraph shall remain with the Benefitted Property pursuant to restrictions recorded against the Benefitted Property.

C. If through foreclosure, sale, or other circumstances, the Benefitted Property no longer serves low income families, then the CLT shall, upon the request of the CITY, repay the Funds to the CITY. The CITY may require reasonable assurances of security for such repayment in the form of a deed of trust on the Benefitted Property. Such deed of trust shall be subordinate to the deed of trust securing any permanent loan on the Benefitted Property.

D. The CITY shall have no obligation whatsoever with respect to the services provided by the CLT except as set forth herein. To the extent, if at all, that any relationship to such services on the part of the CITY may be claimed or found to exist, the CLT shall only be an independent contractor of the CITY.

E. The CLT shall obtain any and all Federal, State, and local permits and licenses required to acquire and rehabilitate the Benefitted Property. The CLT shall be bound by all County ordinances and State and Federal statutes, conditions, regulations and assurances applicable to the entire HOME Program or required by HUD, DOC, the CITY, or any combination thereof. The CLT further agrees to abide by all applicable Federal, State, and local codes, regulations, statutes, ordinances, and laws.

F. The CLT will maintain and provide the CITY with any information necessary for the CITY to comply with its obligations under the HOME Program.

G. The CLT shall not allow the Benefitted Property to be attached in any manner, including any liens or other encumbrances, other than mortgages or other security interest approved by the CLT and the CITY.

H. The CLT may not assign or delegate any of its rights, interests or duties under this Agreement without the prior written consent of the CITY. Any such assignment or delegation made without the required consent shall be voidable by the CITY, and may, at the option of the CITY, require immediate repayment of the Funds.

I. The CLT shall carry or require comprehensive fire and hazard insurance covering the full replacement cost of any improvements on the Benefitted Property and provide a copy of the certificate or declarations page evidencing such insurance to the CITY.

J. The CLT shall allow duly authorized representatives of the CITY to conduct such reviews, audits and on-site visits to the Benefitted Property as the CITY deems to be appropriate in order to determine whether the Benefitted Property is in compliance with the provisions of Federal, State and local laws and regulations and this Agreement. Visits by the CITY to the Benefitted Property shall be announced to the CLT

in advance and shall occur during normal operating hours. The CITY's representative may, from time to time, interview occupants of the Benefitted Property who agree to be interviewed.

Item No. 9.

K. At any time during normal business hours, the CLT's records with respect to the Benefitted Property shall be made available for audit, examination and review by the CITY, the U.S. Attorney General's Office, contracted independent auditors, HUD, DOC, the Comptroller General of the United States, or any combination thereof.

L. The CLT will protect, defend, indemnify, and save and hold harmless the CITY, its officers, authorized agents, and employees from and against any and all liability, damages, demands, claims, suits, liens, and judgments of whatever nature including but not limited to claims for contribution or indemnification for injuries to or death of any person or persons, caused by, in connection with, or arising out of any activities undertaken pursuant to this Agreement. The CLT's obligation to protect, defend, indemnify, and save and hold harmless as set forth in this Subparagraph shall include any and all attorneys' fees incurred by the CITY in the defense of handling of said suits, demands, judgments, liens and claims and all attorneys fees and investigation expenses incurred by the CITY in enforcing or obtaining compliance with the provisions of the Agreement.

M. The CLT will not use any of the Funds in litigation against any person, natural or otherwise, or in its own defense in any such litigation.

N. The CLT agrees that no officer or employee of the CLT may:

1. Seek or accept any gifts, service, favor, employment, engagement, emolument or economic opportunity which would tend improperly to influence a reasonable person in that position to depart from the faithful and impartial discharge of the duties of that position.
2. Use his or her position to secure or grant any unwarranted privilege, preference, exemption or advantage for himself or herself, any member of his or her household, any business entity in which he or she has a financial interest or any other person;
3. Participate as an agent of CLT in the negotiation or execution of any contract between CLT and any private business in which he or she has a financial interest; or
4. Suppress any report or other document because it might tend to affect unfavorably his or her private financial interests.

O. Any material breach of this Agreement may in the discretion of the CITY, result in termination of this Agreement and the CLT being required to immediately repay all of the Funds.

III. Federal General Conditions.

A. CLT shall comply with the following laws and directives:

1. Title VIII of the Civil Rights Act of 1968, Public Law 90-284
2. Section 109 of the Housing and Community Development Act of 1974.
3. Title VI of the Civil Rights Act of 1974, Public Law 99-352, and the regulations of HUD with respect thereto, including 24 CFR, Parts 1 and 2.
4. The Fair Housing Act, as amended.
5. Executive Order 11063, as amended.
6. The Age Discrimination Act of 1975.
7. Section 504 of the Rehabilitation Act of 1973.
8. Executive Order 11246, as amended, and the regulations which are issued pursuant thereto.
9. The Fair Labor Standards Act.
10. Section 202(a) of the Flood Disaster Protection Act of 1973.
11. Sections 302 and 401 (b) of the Lead-Based Paint Poisoning Prevention Act and implementing regulations in 24 CFR, Part 35.

B. None of the personnel employed in the administration of the Benefitted Property shall be in any way or to any extent engaged in the conduct of political activities in contravention of Chapter 15 Title 5, U.S. Code.

C. None of the Funds shall be used for any partisan political activity, or to support or defeat legislation pending before Congress.

D. The CLT shall carry out its activities in compliance with all Federal laws and regulations described in 24 CFR Part 92, which are applicable HOME Program grants.

E. The CLT shall maintain records with respect to the Benefitted Property in accordance with 24 CFR 92 508.

F. The CLT, at its discretion, may request from the CITY such other and further information, as from time to time required to ensure compliance with the mandates of the above listed laws and directives.

G. The CITY and CLT incorporate herein by reference the Required Contract Supplemental Conditions attached hereto.

IV. Modification, Revocation and Notices.

A. The CITY will amend or otherwise revise this Agreement, should such modification be required by HUD, DOC or any applicable Federal statutes or regulations and the CLT shall approve any such changes.

B. If any of the Funds for any reason are not available to the CITY, then the CITY may revoke this Agreement to the extent of any such shortfall.

C. This Agreement may only be modified by a written amendment signed by the parties, or as otherwise set forth in the terms of the Agreement.

D. Any notice or certificate required to be given hereunder may be given by United States mail, postage prepaid, or by email, to the addresses specified below, or at such other address as may be specified by any party hereto by written notice hereunder to each of the other parties hereto:

CLT:

CITY:

Northwest Montana Community Land Trust, Inc.
17 5th St. S.
P.O. Box 1025
Great Falls, MT 59403
E-mail: _____

City of Columbia Falls
130 6th St. West, Room "A"
Columbia Falls, MT 59912
E-mail: _____

Notice shall be deemed given three (3) business days after the date of mailing or upon demonstrably successful transmission of the email.

IN WITNESS WHEREOF, the parties hereto set their hands this _____ of _____, 2020.

CLT:

CITY

Northwest Montana Community Land Trust, Inc.

City of Columbia Falls

By: _____

By: _____

CITY OF COLUMBIA FALLS
NOTICE OF PUBLIC HEARING

Item No. 10.

The Columbia Falls City Council will hold a public hearing for the following item in the Council Chambers of City Hall, 130 6th Street West, Columbia Falls during their regular meeting on April 6, 2020 starting at 7:00 p.m. The City Council will conduct the hearing in accordance with the most current recommended and/or required public health and safety protocols in place at the time of the hearing. The City website will contain updated information if there is any change to this planned hearing.

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

Ruis Holdings 540 Nucleus Ave LLC is requesting a Planned Unit Development overlay for the property located at 540 Nucleus Avenue which was the original Bank of Columbia Falls. The reason for the request is that the applicant would like the top of the roof structure to be 42'-8" in height where the maximum height without a PUD is 35-feet. The proposed development otherwise conforms to all of the zoning requirements. The property is described as Lots 1-15, Block 37, Columbia Falls Townsite in Section 8, Township 30 North, Range 20 West, P.M.M., Flathead County.

Persons are allowed to attend the hearing, subject to the most recent public gathering restrictions enacted by County and State agencies at or prior to the time of the hearing and are encouraged to submit written comments prior to the meeting. Written comments carry the same weight as public testimony given during the hearing. All written comments submitted by Thursday, April 2nd, will be included in the public agenda packet posted on the City website. 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. For more information on the proposed development, call Eric Mulcahy, Columbia Falls City Planner at 755-6481.

DATED this March 20, 2020

Susan Nicosia

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

Publish: [Daily Interlake Wednesday, March 25, 2020](#)

ZONE CHANGE REQUEST
COLUMBIA FALLS AREA ZONING JURISDICTION
RUIS HOLDINGS 540 NUCLEUS AVE LLC - PLANNED UNIT DEVELOPMENT
CITY OF COLUMBIA FALLS STAFF REPORT # CPUD-20-01
February 24, 2020
As modified by Planning Board, March 10, 2020

Item No. 10.

A report to the Columbia Falls City County Planning Board regarding a request for a Planned Unit Development overlay (PUD) on property zoned CB-4.

BACKGROUND INFORMATION

A. PETITIONERS

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

B. PETITIONER'S TECHNICAL ASSISTANCE

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

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

C. LOCATION/DESCRIPTION

The property is located at 540 Nucleus Avenue in Columbia Falls and was the site of the original Bank of Columbia Falls. After the bank ceased to operate at this location, the building became office space for numerous businesses and districts; it was used by First Best Place, and most recently a gym. However over the years the buildings have deteriorated and have not been well maintained. The property is described as Lots 1 - 15 of Block 37 of the Columbia Falls Townsite, Section 8, Township 30 North, Range 20 West, P.M.M., Flathead County.

D. REQUEST

The applicant is requesting a PUD overlay to develop a mixed use building including a gymnasium/health club, commercial space and a restaurant on the main floors, office and support for the health club along with residential uses on the second floor and residential on the third floor. All of these uses are permitted and anticipated in the Columbia Falls CB-4 zoning designation. However, the maximum height in the CB-4 zoning district is 35 feet and the applicant wishes to have Roof elements that approach 42'-8" in height.

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



Columbia Falls Bank Building



Zoning Deviations requested with the PUD:

Height – The CB-4 zoning district has a maximum height requirement of 35-feet (Chapter 18.338.040.E). The requested deviation would allow the building to be 42' – 8" in height measured from the lowest adjacent grade to the peak of the roof elements.

These deviations will be discussed further in this report.

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

E. REASON FOR REQUEST

The proposed PUD complies with the basic land use category of the underlying zoning classification (CB-4) which has no minimum lot area, no minimum lot width, no setbacks from neighboring commercial, no maximum lot coverage, and no minimum parking requirements. However because the Multi-family residential building is greater than 10,000 square feet the City requires a Conditional Use Permit (CUP) for compliance with the Large Building Standards and public participation process provided by the CUP. The PUD review will substitute for the CUP review for the multi-family residential project as it allows the City to review for the Large Building Standards and allow for the public participation in the process. The PUD mechanism was chosen over the CUP because it also allows the City and the public to review the deviations requested in the application process.

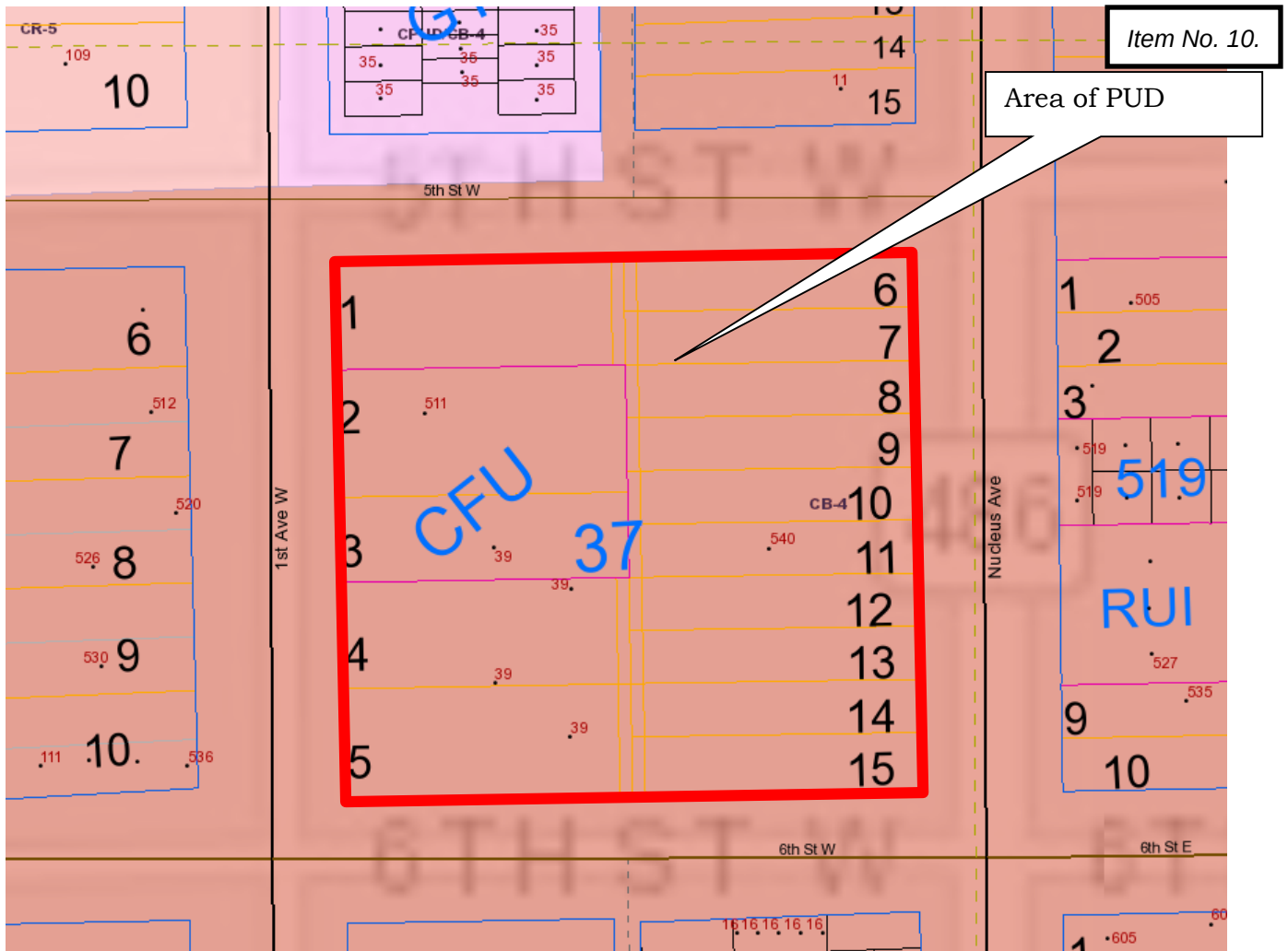
F. EXISTING LAND USE

The subject property is the original Columbia Falls Bank building. The buildings on Block 37 have been used for many different businesses over the years. But the bank building and old drive-through make an inefficient use of this downtown block.

G. ADJACENT ZONING AND LAND USE:

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

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



Source – Flathead County GIS



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

H. **GROWTH POLICY DESIGNATION**

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

I. **UTILITIES/SERVICES**

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

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

J. **LOT SIZE DETAILS**

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

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

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

1. *Facades and Exterior Walls:*

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

2. *Roofs and Parapets:*

- A. The applicant chose a “Mountain Town” architectural style with hipped and flat roof typical of small town commercial buildings. There will be roof top units (RTU) on the building. These will be situated on the building to screen the view.
- B. The parapets appear to meet the minimum standards. These will be reviewed in more detail at the time of building permit.
- C. The cornices have a three dimensional treatment.
- D. The hipped roof has a minimum three foot overhang. The flat roofs with parapets do not but they have a three dimensional design for architectural interest.
- E. The hipped roof sections have an 8:12 meeting the required of greater than 3:12 but less than 12:12.
- F. The roof has numerous roof plains.
- G. The applicant is requesting a deviation from the CB-4 height standards of 35-feet. The applicant is requesting the maximum height of the buildings be 42’-8” as measured at the peak of the hipped roof to the lowest adjacent grade. The applicant could design a flat roof but has requested the deviation for architecture and visual benefit. The project went through the Columbia Falls Site Review process with the City departments and Rick Hagen along with the new Chief Karl Weeks reviewed the height deviation from a health and safety standpoint. The multi-family building will be fully sprinkled as required by the IBC and the City’s new ladder truck will provide access to the roof. In addition the applicant is providing roof access but the Fire department will also require attic access to the hipped roof areas. Staff is recommending approval of the height deviation

3. *Entrance:*

The building has a front and rear entrance. The main entrances are located at the corners of the building with alcoves, canopy coverings, pedestrian furniture, and display windows.

4. *Materials and Color:*

- A. With the mix of exterior siding materials there will also be a mix of colors.
- B. The applicant has suggested that the owner plans to use as much local labor and material as possible.

- C. The color of the structure is earth tone browns reflecting that of and brick materials. Item No. 10.
- D. The trim compliments the wall colors and is not bright.
- E. The applicant is not proposing any concrete block, tilt-up concrete, or smooth faced steel.

5. *Landscaping:*

- A. The site is in the urban downtown and made up of traditional city lots. Per code section 18.428.020, we may recognize that not all areas of the City fit all elements of the design requirements. In the instance of landscaping and open space, the Columbia Falls Downtown is an area with zero lot line setbacks and on-street parking so that the buildings embrace the pedestrian. The site plan does indicate that area along and within the parking lot will be landscaped as well as the east side of the north building. The north side of the north building will have recessed areas that will be landscaped. The walkway from the parking lot to Nucleus and between the north and south building will also have some landscape features. A detailed landscaping plan will need to be submitted with the building plan so that it can be approved as meeting the zoning regulations.



- B. The final landscape plan will insure that at least 15% of the landscaped. Based on the size of the site the applicants will provide 9,825 square feet of landscaping. Item No. 10.
- C. The proposed building is in the downtown commercial district with a zoning code that encourages buildings to the lot line. The traditional downtown development encouraged by the code and growth policy does not provide for large expanses of green space or preservation of native vegetation. The downtown is the heart of the urban area and the area that we promote the highest densities and intensities to create a vibrant commercial area
- D. The regulations require that large buildings on sites of less than 30 acres provide a 10-foot landscape buffer around the perimeter of the site. The intent of this standard is to provide some buffering and mitigate some of the shadowing effect on adjacent uses. This contradicts the intent of the downtown business district which wants structures to be up to the sidewalk to encourage pedestrian movement along the street. The proposed setback complies with the CB-4 zoning designation and larger setbacks would not be appropriate.
- E. The applicant is providing a mix of covered and open parking areas. 47 parking spaces will be covered and 34 spaces will be open. The applicant is indicating landscape planters at the end of each row of parking with the exception of the row with the refuse site and the southern row of covered parking along First Avenue West. It would appear that trellis or similar landscape feature could be installed at the west end of the covered parking row. The detailed landscape plan will be reviewed for compliance of this section by the City Manager prior to issuance of the building permit

6. *Parking Lot:*

- A. The parking lot is a mix of open and covered parking. There are 47 covered spaces and 34 open spaces. The covered parking is intended for the residential condominium owners and as such the south building has direct connection of the parking area with the building access corridor. The north building has a walkway connecting First Avenue West with Nucleus and the numerous access points into the building.
- B. The applicant may have to rebuild some of the sidewalk should they be destroyed during the construction of the new building. The entrance to the building connects to the sidewalks on the north, south and east sides of the building. A pedestrian alleyway provides pedestrian movement from the parking areas to the north and south buildings as well as Nucleus Avenue.
- C. The applicant is proposing landscaping within and at the perimeter of the parking area.
- D. The applicant does not propose any parking isles greater than 30 spaces in length as required by code.
- E. The parking lot does not exceed 120 spaces so it does not require segmenting into smaller lots.
- F. No traffic calming (such as speed bumps or round-about) is proposed. The driving isle is only 145 feet long.
- G. Grocery or box type stores are not proposed within the project so cart corrals are not proposed within the parking lot.

7. *Snow Storage.*

The applicant provided a site plan that lacks snow storage area. Item No. 10.
The drainage plan will be reviewed by public works and a snow storage plan will be reviewed at that time.

8. *Lighting*

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

9. *Pedestrian Circulation*

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

10. *Community Space*

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

11. *Trash and receiving*

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

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

Item No. 10.

The mixed use building with commercial, restaurant and health club on the first floor and associated health club space and residential on the second floors and all residential on the third floor. This use is in compliance with the zoning and with the Columbia Falls Growth Policy.

The Columbia Falls Growth Policy provides the following:

Chapter 2 – Growth Management

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

Chapter 3 Land Use – Residential

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

Chapter 4 Land Use – Commercial

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

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

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

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

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

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

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

Although not required the Fire Chief would highly recommend Knox Boxes be incorporated into the buildings at the FDC locations.

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

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

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

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

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

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

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

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

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

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

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

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

The proposed PUD does give consideration to the CB-4 zoning as it proposes all permitted uses. The first floor commercial and service compliments the neighboring commercial uses. The second floor residential is a new trend in Columbia Falls but not to historic downtowns. These residential units will utilize nearby commercial uses and provide a 24 hour presence in the downtown.

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

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

12. Will the new zoning affect property values?

The existing uses consist of the original Bank of Columbia Falls building which is currently used for a gym, the old drive-through teller building which is not currently in a state to be rented out, and the old B & B store which currently has an office space. None of these structures have been maintained very well for the last ten or more years and are at the point they either need serious work or they be redeveloped as proposed in this application. The new structures should improve property values in the downtown area and perpetuate the trend of building owners investing and improving buildings in the historic business district of Columbia Falls.

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

The property is zoned CB-4 (Central Business). Mixed use is encouraged in the downtown as the residential uses help support the commercial uses. The mixed use facilitates walkable communities by providing opportunity for people to walk or bike

to work. The proposed use is exactly what the Columbia Falls Land Use do encourage in the municipality.

Item No. 10.

SUMMARY

The PUD request conforms to the Columbia Falls City Growth Policy, and complies with the “Large Building” standards, and the findings as discussed above. The project will be fully served by Municipal services. The requested PUD allowing up to a 42.8 foot building is supported by staff and has been reviewed for public health and safety by the Columbia Falls Fire Chief.

RECOMMENDATION

Staff recommends that the Columbia Falls City-County Planning Board and Zoning Commission adopt Columbia Falls Planning Office Staff Report #CPUD-20-01 as findings of fact and recommend approval of the PUD subject to the following conditions:

1. The City Council approves a PUD in an area less than two acres.
2. The Ruis Holding 540 Nucleus Ave LLC PUD will allow the following deviations:
 - Building Height – The maximum building height is 42-8”-feet at the top of the gable.
3. The project shall be built in substantial compliance with the submitted “Nucleus Mix Use” application and all accompanying drawings, as prepared by Montana Creative and TD&H.
4. Prior to the submittal of plans for the building permit, the applicant shall work with the Columbia Falls Fire Chief for approval of the FDC locations, Knox Box location, attic access, and turning radius within the parking lot.
5. The mixed use structures shall be fire sprinkled in accordance with the IBC.
6. Should the old bank tunnels remain, the applicant shall provide a Professional Engineer’s certification that the parking lot driving isles will support a 70,000 pound ladder truck.
7. Landscaping and landscaping features will generally follow the PUD plan with the understanding that the PUD plan is not a detailed Landscaping Plan. The applicants shall provide the City Manager a detailed Landscape plan. ~~Based on the size of the site the applicants will need to provide 9,825 square feet of landscaping.~~ The landscape plan shall be approximately 2,500 sq. ft. as indicated on the PUD plan and approved and the landscaping installed prior to the issuance of an occupancy permit. If, due to weather, the landscaping cannot be completed prior to occupancy, the applicant may enter into a developer’s agreement with the City of Columbia Falls and provide security (bond or letter of credit) in the amount of 125% of the landscape improvements. The security amount will be determined by actual bid or licensed engineer. The developer’s agreement will not be for longer than six months.
8. Any sidewalk or public infrastructure damaged by the demolition or reconstruction of the building shall be replaced per the Columbia Falls Public Works Standards.
9. The City Planning/Zoning staff will review the sign permit application for compliance with the standards of the Columbia Falls Zoning Regulations prior to issuing a sign.

10. The applicant shall install a bike rack and trash receptacle in the parking lot and a bike rack on the Nucleus Avenue side of the site.
11. Any RTU will be screened or sited on the roof so that they are not visible from the public way.
12. The applicant will construct a site obscuring fence with gates around the dumpster site as indicated on the applicant's site plan. The refuse screening shall be included with the building permit plans.
13. The light details will be reviewed at the building permit stage to insure that they comply with the 18-foot height standards and that all lighting has full cut off and/or opaque shields.
14. All conditions of the PUD shall be complied with prior to the issuance of the occupancy permit or otherwise addressed as provided for in this PUD.
15. Applicant shall install appropriate fencing during construction, including demolition.



Planning Department

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

PHONE (406) 892-4391

FAX (406) 892-4413

Item No. 10.

APPLICATION FOR PLANNED UNIT DEVELOPMENT (PUD)

Project Name: Ruis Nucleus Mixed Use

Name of Applicant: Ruis Holdings 540 Nucleus Ave LLC

Mailing Address: PO Box 1928

City/State/Zip: Columbia Falls, MT 59912

Phone: 619-889-7749

Name and address of owner if different than applicant:

Name:

Mail Address:

City/State/Zip:

Phone:

Technical Assistance: Montana Creative Architecture and Design

Mail Address: 158 Railway St

City/State/Zip: Whitefish, MT 59937

Phone: 406-862-8152

If there are others who should be notified during the review process, please list those.

Check One:

- ☒ Initial PUD Proposal
☐ Amendment to an existing PUD

Property Address: 540 Nucleus Ave

Total Area of Property: 65,334 sf 1.5 acres

Legal description including section, township, range: COLUMBIA FALLS, S08, T30 N,
R20 W, BLOCK 37, Lot 1-15

The present zoning of the above property is:

B4 Central Business District

Please provide the following information in a narrative format with supporting drawings or another format as needed:

- 1) An overall description of the goals and objectives for the development of the project.

This project will a mixed-use development consisting of (2) new buildings and a new parking lot. The buildings will have mixed uses including an athletic facility open to users of the building and the public at large, commercial and restaurant spaces and (54) apartment style units of different sizes and types as well as 81 parking spots on the site. The existing buildings on the site will be removed as part of this project. Building A is along the north half of the block running the length of the site East to West and will consist of the following:

First floor: 18,635 sf

New Athletic facility with office and support space, weights and training areas, Men's and Women's Locker rooms, Sauna, Pool area with (3) lane lap pool, warm pool with low splash area and Hot tub.

Under building parking for 12 parking spots.

Common and access spaces.

Second Floor: 19,270 sf

Second story of new Athletic facility with daycare areas, treatment rooms, Open flex workout spaces for uses such as yoga, group classes and Wrestling training, Cardio workout machine area looking out into the pool space below.

(13) smaller efficiency style apartment units with access and common spaces.

Third Story, 23,000 sf

(17) Apartment units. primarily consisting of (2) bedroom units with exterior decks.

Roof top access stairway for Mechanical unit access.

Roof top access height is 45' to peak, Top of max parapet height is 36'-6"

Building B is along the Eastern Side of the block and consist of the following:

First Floor, 17,294 sf with 9,500 sf of it enclosed building space, the rest is under building parking and storage.

Mixed commercial spaces broken able to be broken up into smaller and larger spaces. It is anticipated that about half the square footage will consist of a restaurant/bar use. The rest of the commercial spaces will be available for rent.

Common and access space.

Second Floor: 17,636 sf

(12) two-bedroom apartment units with exterior decks.

Common and Mechanical space

Third Floor: 17,636 sf

(12) two-bedroom apartment units with exterior decks.

Common and Mechanical space

Roof top access stairway for Mechanical unit access.

Main building height, 33'-10", Top of Roof elements, 42'-8"

Site: New parking lot on the SW corner of the site. This will include public parking for the commercial units and Athletic Facility as well as parking for the units including covered parking on the North side of the parking lot. A new alleyway for access to the buildings and site. New sidewalks connecting the parking to Nucleus between the buildings. Garbage and Utility spaces.

We are being required to meet the large building standards and are going through the PUD process to exceed the 35' height mark per the zoning regulations.

2) In cases where the development will be executed in increments, a schedule showing the time within phases will be completed.

The project is anticipated to be completed in the following Phases:

Phase 1:

Summer 2020, North Building A

Phase 2:

Spring 2021, Removal of existing buildings,

South Building B and Parking Lot

3) The extent to which the plan departs from zoning and subdivision regulations including but not limited to density, setbacks and use, and the reasons why such departures are or are not deemed to be in the public interest;

The project will need to comply with the Large building requirements which we feel we meet with the majority of this project. This project is being required to go through the Planned Unit development due to our desire to exceed the 35' height requirement. We would propose that we are allowed to build up to 45' for elements such as the Stairway access, Elevator shafts and Architectural Roof Elements.

This project will meet all density, setbacks and use zoning requirements. The only item we are proposed to be allowed to depart from is the allowed 35' height requirement. We anticipate each building to be about 36' from top of the slab on the first floor to the top of the roof membrane depending on the final structural depth. Several items will be higher than that including parapets outside at the building face, up to about 38' feet in maximum height, Elevator chases up to about 40' in height, accent gable roofs on Building B, up to 44' in height and rooftop access stairways up to about 45' in height. The access stairways will be sloped to reduce their visual impact and used for fire and mechanical access only, there will be no rooftop patios. On Building A this access stairway will be seen only from the West and on Building B this Stairway will not be visible from ground level. The overall buildings will appear to be 36' in height in the majority of their overall form with only a few areas going above that level. Our floor to floor heights are 12' for the first floors, and have 9' ceilings for the second and third floors.

For reference, the highest points on the top of the gables for the Glacier courtyards building is about 40' above the first floor.

This project will be a catalyst and economic driver for the rest of Downtown and the City of Columbia Falls. It will provide new commercial space, (54) Rental units and a new Athletic Facility in the heart of Downtown. The request for the height variance will allow us to provide access to the roofs for Mechanical systems, provide interesting architectural detail and roof designs and economical structural systems with a reasonable floor system.

4) The nature and extent of the common open space in the project and the provisions for maintenance and conservation of the common open space; and the adequacy of the amount and function of the open space in terms of land use, densities and dwelling types proposed in the plan;

Due to this project's location being in the downtown core there are no zoning requirements for common spaces. We will be providing public spaces with benches and other landscape features at the corners of the buildings and site along with common spaces between the building and parking lot area. Though located on private property this block has long acted as a central gathering space in the downtown core and this project will turn much of the open green spaces into building area. We feel that the benefits of this project including increased residential and commercial activities bringing people to live, socialize and interact as part of the development will outweigh that loss. We would anticipate that the public activities that have occurred on the site over the years will relocate to other public spaces located near this site. This project will create more defined downtown central core and we are anticipating higher use rates with the addition of the commercial and residential spaces during all times of the day and year. The Athletic Facility will be available for use by the public with market rate club fees and also by users of the rental facilities in this project and others owned by the developer in the area. Additional restaurant and commercial spaces for lease should help drive economic diversity and activity in downtown. With its variety of spaces and uses we see this Facility becoming a new core building and activity center in downtown.

5) The manner in which services will be provided such as water, sewer, storm water management, schools, roads, traffic management, pedestrian access, recreational facilities and other applicable services and utilities;

The proposed development will provide extensions for all utilities including water, roads, pedestrian access and electrical to the site. Initial review with the City has raised minimal concern related to those services. Storm water will be handled on site. Water and sewer services will be connected within the development and connect to existing city infrastructure. The units will be condo minimized and available for rent. 1 parking spot will be dedicated to each of the residential units with additional parking being provided on site

and on the street front for the commercial and residential units. An additional 27 parking spots will be available for the commercial uses. Parking is also available on the street on all sides of the lot and other areas of downtown. Additional parking is owned by the developer on the East side of Nucleus and will be available for use by these user groups, this parking area can hold approximately 42 vehicles. We would anticipate seeing the some of the commercial and residential uses alternating the parking use of the spots on the site due to the varying times of the day with residential using it after work hours and commercial during the day.

6) The relationship, beneficial or adverse, of the planned unit development project upon the neighborhood in which it is proposed to be established;

This project is located in the heart of the B4 Downtown District and provides a balanced use of residential and commercial uses. The Downtown district is currently seeing several redevelopments changing its character. We are seeing renewed activities in amenities such as restaurants, coffee shops, shopping options and recreational activities. We anticipate continued interest to live downtown and adjacent to these activities as seen elsewhere in the Flathead Valley. Due to this projects size and character will see a large impact on the overall feel and activity level of downtown helping further reinvigorate the core which we see as a positive. It will take two smaller single-story buildings with similar commercial uses and be replaced with (2) larger three-story buildings with a mixture of similar commercial uses and the addition of needed residential units. With the new Athletic facility, we anticipate a wide variety of user groups using and coming into downtown. With the increased activity level, we will have increased pedestrian and vehicle traffic. There is no parking required by zoning but we are providing as much parking as is available on site with 81 spots but we could see at times parking located on the street where people will have to park and walk to the site.

7) How the plan provides reasonable consideration to the character of the neighborhood and the peculiar suitability of the property for the proposed use;

Due to its size and location, this property will further define the character of the downtown. The buildings will be taller the adjacent buildings but will be built of quality materials such as brick, metal, storefront windows, wood and engineered siding along with many windows, balconies and storefronts providing visual interest and interaction with pedestrians. The overall styling is a blend of traditional and modern forms. People will be able to walk along the street and see into the athletic facility as well as the other commercial uses. With the private balconies of the residences we are hoping to create live edges with people using those spaces and further interacting with the pedestrians. The facades are modern yet traditional in overall form and visual distinction. The designs play off of the areas architecture with a blend of masonry, Storefronts and also Glacier park like building features such as the widows peaks in the gables. We have tried to hold the overall massing of the buildings down as low as possible while still providing quality spaces for their intended uses but they will have areas that are the tallest features in downtown. This block has often acted as the open core of the downtown used as gathering space due to its green and parking areas. With this development that will change but should be visually interesting and also an economic driver helping further stabilize downtown Columbia Falls. This project is seen as a natural progression of the development of the downtown core providing living spaces within walking distances of the amenities of downtown and its adjacent areas including schools, parks, trails, public amenities, shops, restaurants and other features. By bringing people to live downtown we should see continued renewed interest in the activities going on there on a 24/7 365 day basis.

8) Where there are more intensive uses or incompatible uses planned within the project or on the project boundaries, how will the impacts of those uses be mitigated;

The project will have more intensive uses of the commercial spaces and athletic facility. These uses are already found onsite but will be made larger and expanded. Adding residential uses to the site

will be done as required by zoning on the second and third floors and should have an overall of additional people and activities. We have mitigated these issues by additional parking, sidewalk and alley access along with new landscaping features, anticipated increase to electrical and water services and the addition of underground storm water storage. Site lighting on the building and in the parking areas will also be incorporated to provide a safe well lit neighborhood. The project provides for livable units in the downtown core providing a walkable neighborhood.

9) How the development will further the goals, policies and objectives of the Columbia Falls Growth Policy;

This project seems to be a perfect fit for what is outlined in the Growth Policy providing an infill, economic driver project that provides commercial and Residential units within the Economically depressed area of downtown along with a feature use of a quality Athletic Facility. This will bring people into Downtown to live, work, commercial and recreationally use the area while still providing parking and other required amenities to the area. In reading through the Growth Policy, it fits many its stated goals, policies and objectives.

10) Include site plans, drawings and schematics with supporting narratives where needed that include the following information:

- a. Total acreage and present zoning classifications; 65,334 sf, 1.5 acres B4 Central Business District
- b. Zoning classification of all adjoining properties; B4 Central Business District
- c. Density in dwelling units per gross acre; 36
- d. Location, size height and number of stories for buildings and uses proposed for buildings;

Building A is along the north half of the block running the length of the site East to West and will consist of the following:

First floor: 18,635 sf, New Athletic facility with office and support space, weights and training areas, Men's and Women's Locker rooms, Sauna, Pool area with (3) lane lap pool, warm pool with low splash area and Hot tub. Under building parking for 12 parking spots. Common and access spaces.

Second Floor: 19,270 sf, Second story of new Athletic facility with daycare areas, treatment rooms, Open flex workout spaces for uses such as yoga, group classes and Wrestling training, Cardio workout machine area looking out into the pool space below. (13) smaller efficiency style apartment units with access and common spaces.

Third Story, 23,000 sf, (17) Apartment units. primarily consisting of (2) bedroom units with exterior decks. Roof top access stairway for Mechanical unit access

Roof top access height is 45' to peak, Top of max parapet height is 36'-6"

South Building;

First Floor, 17,294 sf with 9,500 sf of it enclosed building space, the rest is under building parking and storage. Mixed commercial spaces broken able to be broken up into smaller and larger spaces. It is anticipated that about half the square footage will consist of a restaurant/bar use. The rest of the commercial spaces will be available for rent. Common and access space.

Second Floor: 17,636 sf, (12) two-bedroom apartment units with exterior decks. Common and Mechanical space.

Third Floor: 17,636 sf (12) two-bedroom apartment units with exterior decks. Common and Mechanical space

Roof top access stairway for Mechanical unit access.

Roof top 35'. Main building height, 33'-10", Top of Roof elements, 42'-8"

- e. Layout and dimensions of streets, parking areas, pedestrian walkways and surfacing; *Per Plans.*

- f. Vehicle, emergency and pedestrian access, traffic circulation and control; *Per Plans.*

g. Location, size, height, color and materials of signs; *Signage would be mounted off the building to meet the required regulations.*

Item No. 10.

h. Location and height of fencing and/or screening; *Around Garbage area.*

i. Location and type of landscaping; *Per plans*

j. Location and type of open space and common areas; *Per plans.*

k. Proposed maintenance of common areas and open space; *Managed by Ownership and Management company including snow removal.*

l. Property boundary locations and setback lines; *Per plans.*

m. Special design standards, materials and/or colors; *None, Designed to meet the Large Building requirements from the City.*

n. Proposed schedule of completions and phasing of the development, if applicable;

Phase 1:

Summer 2020, North Building A

Phase 2:

Spring 2021, Removal of existing buildings,

South Building B and Parking Lot.

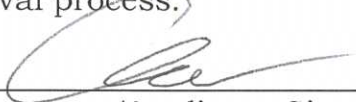
o. Covenants, conditions and restrictions; *See attached*

p. Any other information that may be deemed relevant and appropriate to allow for adequate review.

None noted.

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

Item No. 10.


(Applicant Signature)

1-27-2020
(Date)

APPLICATION PROCESS

- A. A. Pre-application meeting:
A discussion with the planning director or designated member of staff must precede filing of this application. Among topics to be discussed are: Growth Policy compatibility with the application, compatibility of proposed zone change with surrounding zoning classifications, and the application procedure.
- B. Complete Application Form
- C. Application fee per schedule, made payable to City of Columbia Falls.
PUD Zoning Review:
Residential: \$600 + \$25 per acre
Commercial: \$800 + \$25 per acre
Mixed use: \$850 + \$25 per acre
(Deduct \$300 from PUD fee if application is concurrently submitted with a preliminary plat.)
- D. A bona fide legal description of the subject property and a map showing the location and boundaries of the property.
- E. A list of the names and mailing addresses of all property owners within 150 feet of the subject property as shown on the Assessor's roll. Public streets and right of ways are not included in the 150 feet.

Please consult with the City of Columbia Falls Planning Office for submittal dates and dates for the planning board meeting at which it will be heard in order that requirements of state statutes and the zoning regulations may be filled. The application must be accepted as complete 45 days prior to the scheduled planning board meeting.

FLOODPLAIN

Floodplain Development Permit	\$600
"After-the-Fact" Permit	\$950
Letter of Map Amendment	\$100
Letter of Map Revision	\$100
Floodplain Appeals and Variances	\$750
Floodplain Determinations (Written)	\$85/hour

ZONING

Zone Change:	
Base Fee	\$1,250
For first 80 acres	\$25/acre first 80
For each additional acre over 80	\$10/acre 81+

Amendment to Zoning Text	\$750
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PUD Zoning Review:

Residential	\$1,000 + 25/acre
Commercial	\$1,250 + \$25/acre
Mixed Use	\$1,250 + \$25/acre

Deduct \$250 if prelim plat app sub concurrently

Variance:

Residential (Single Family / Duplex)	\$550
Multi-Family / Commercial / Industrial /	
Sign Variance	\$850

Conditional Use Permit:

Single-family (10 or fewer trips/day)	\$550
Minor Residential (2-4 units or 11-49 trips day)	\$600
Major residential (5 or more units or 50+ trips/day)	\$600 + \$50/unit or every 10 trips
Churches, schools, public and quasi- public uses	\$700

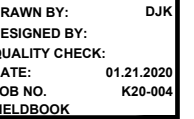
Commercial, industrial, medical, golf courses, etc.
\$650 + \$50/acre or unit or \$.05/sq ft of leased space over 5,000 sq ft, whichever is greatest

Renewal of CUP exp last 24 mos \$100

Administrative Conditional Use Permit:

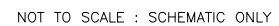
Residential	\$325
Commercial/Industrial	\$375
After the Fact Permit	\$500

1.5 acres
\$ 1287.50
pd
w/ app.

[illegible]

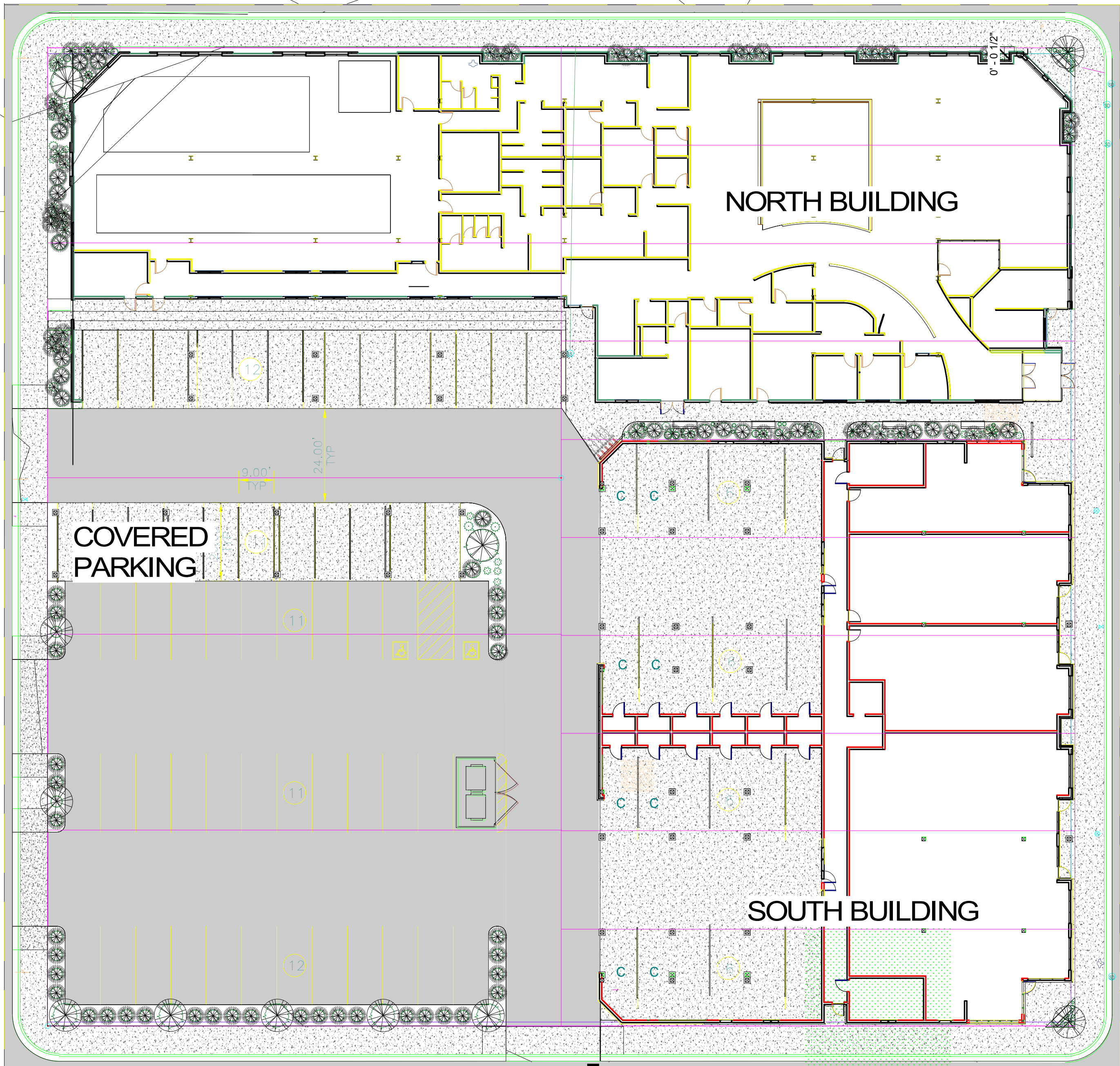
PROJECT SITE LAYOUT

SHEET 1





2
A2.0
ARCHITECTURAL SITE PLAN w/BACKGROUND
1" = 40'-0"



1
A2.0
ARCHITECTURAL SITE PLAN
1" = 20'-0"

NOT FOR CONSTRUCTION 1/27/2020

SITE PLAN

RUIS NUCLEUS MIXED USE
ATHLETIC FACILITY -CONDOS
NUCLEUS AVE
COLUMBIA FALLS, MT

A2.0

Montana Creative
architecture + design



MONTANA CREATIVE
ARCHITECTURE + DESIGN
150 RAILWAY ST.
WHITEFISH, MT 59937
406.862.8152
FAX# 406.862.8153

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ARCHITECTURE AND DESIGN

Project Number: 19-59
Date: 1/27/2020
Drawn By: Drafter
Checked By: Checker
Revision Date:

REVISION SCHEDULE		
#	DESCRIPTION	DATE

I hereby certify that this plan, specification or
other document was prepared by me or under my
supervision and that I am a duly registered
architect under the laws of the State of
Montana, practicing in Whitefish, Montana.

19-59
Reg. No. 2932
AARON L. WALLACE
Date: 1/27/2020

1 FIRST FLOOR PLAN
1/8" = 1'-0"

FIRST FLOOR 18,635 SF

FIRST FLOOR PLAN

RUIS NUCLEUS MIXED USE
ATHLETIC FACILITY - CONDOS
NUCLEUS AVE
COLUMBIA FALLS, MT

A2.1

Montana Creative
architecture + design

MONTANA CREATIVE
ARCHITECTURE + DESIGN
150 RAILWAY ST.
WHITEFISH, MT 59937
406.862.8152
FAX# 406.862.8153

REVISION SCHEDULE		
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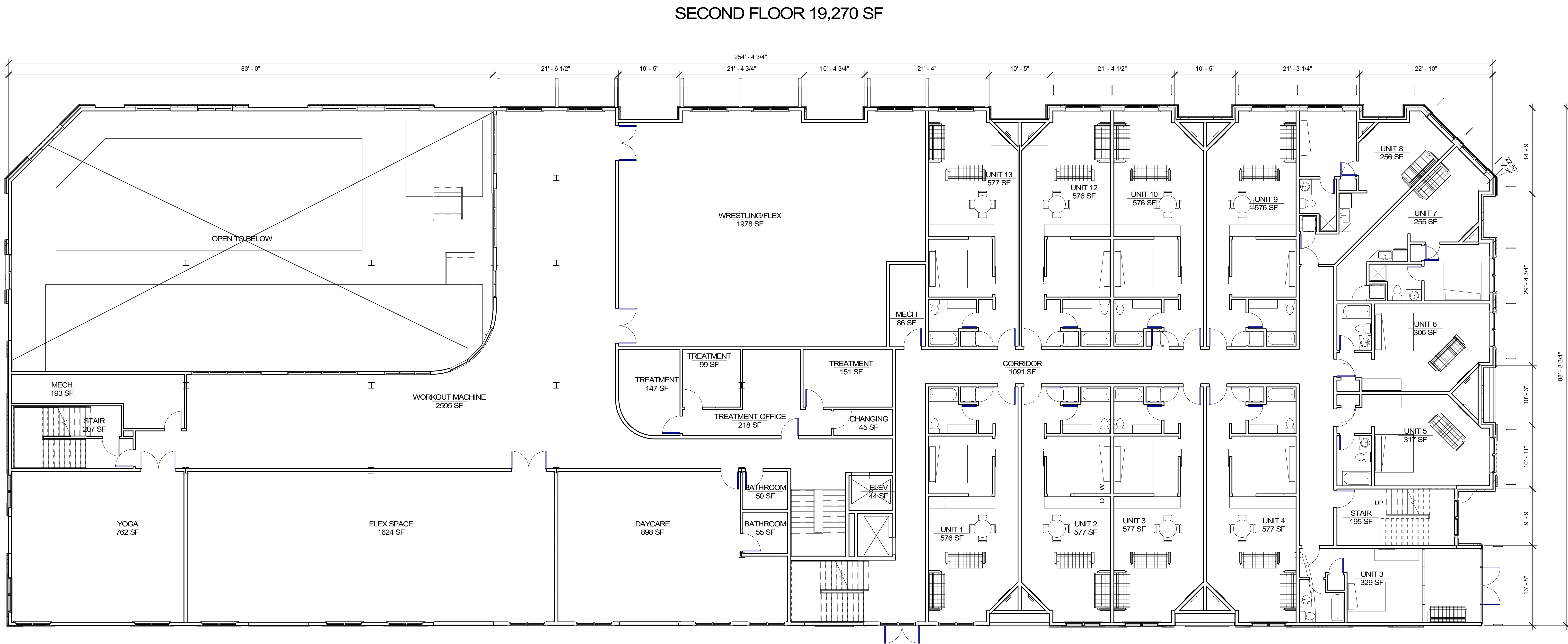
THESE PLANS AND SPECIFICATIONS ARE THE SOLE PROPERTY OF MONTANA CREATIVE ARCHITECTURE AND DESIGN. ANY REPRODUCTION OR REUSE OF THESE DOCUMENTS IS FORBIDDEN WITHOUT WRITTEN PERMISSION FROM MONTANA CREATIVE ARCHITECTURE AND DESIGN.

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly registered architect under the laws of the State of Montana, practicing in Whitefish, Montana.

19-59

Reg. No. 2932
AARON L. WALLACE
Date: 1/27/2020

NOT FOR CONSTRUCTION 1/27/2020



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

NOT FOR CONSTRUCTION 1/27/2020

SECOND FLOOR PLAN

RUIS NUCLEUS MIXED USE
ATHLETIC FACILITY - CONDOS
NUCLEUS AVE
COLUMBIA FALLS, MT

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A2.2

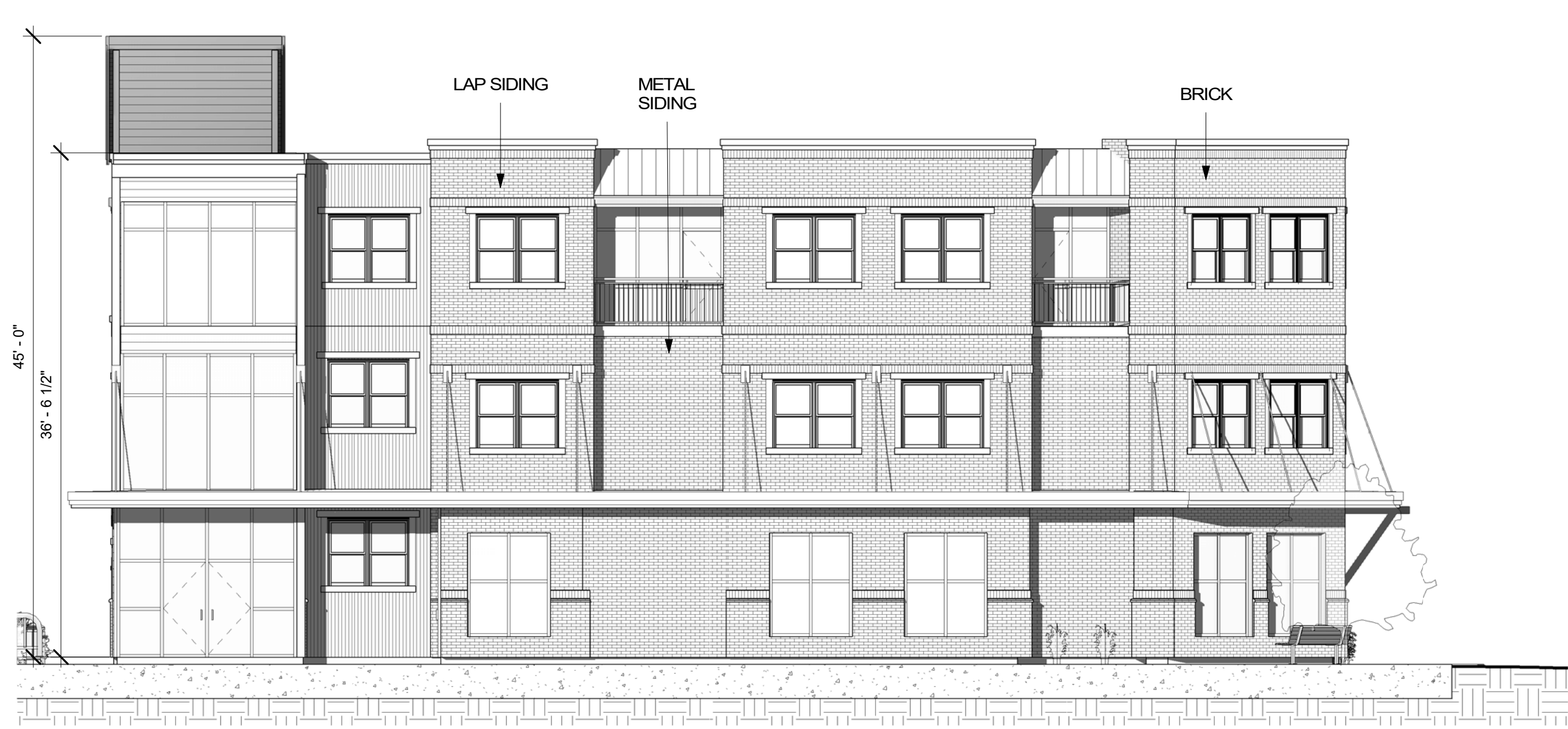
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19-59
Reg. No. 2932 Date: 1/27/2020
AARON L. WALLACE

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Date: 1/27/2020
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Revision Date:

REVISION SCHEDULE

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



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



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



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

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BUILDING ELEVATIONS

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Date:	1/27/2020
Drawn By:	AJW
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Revision Date:	

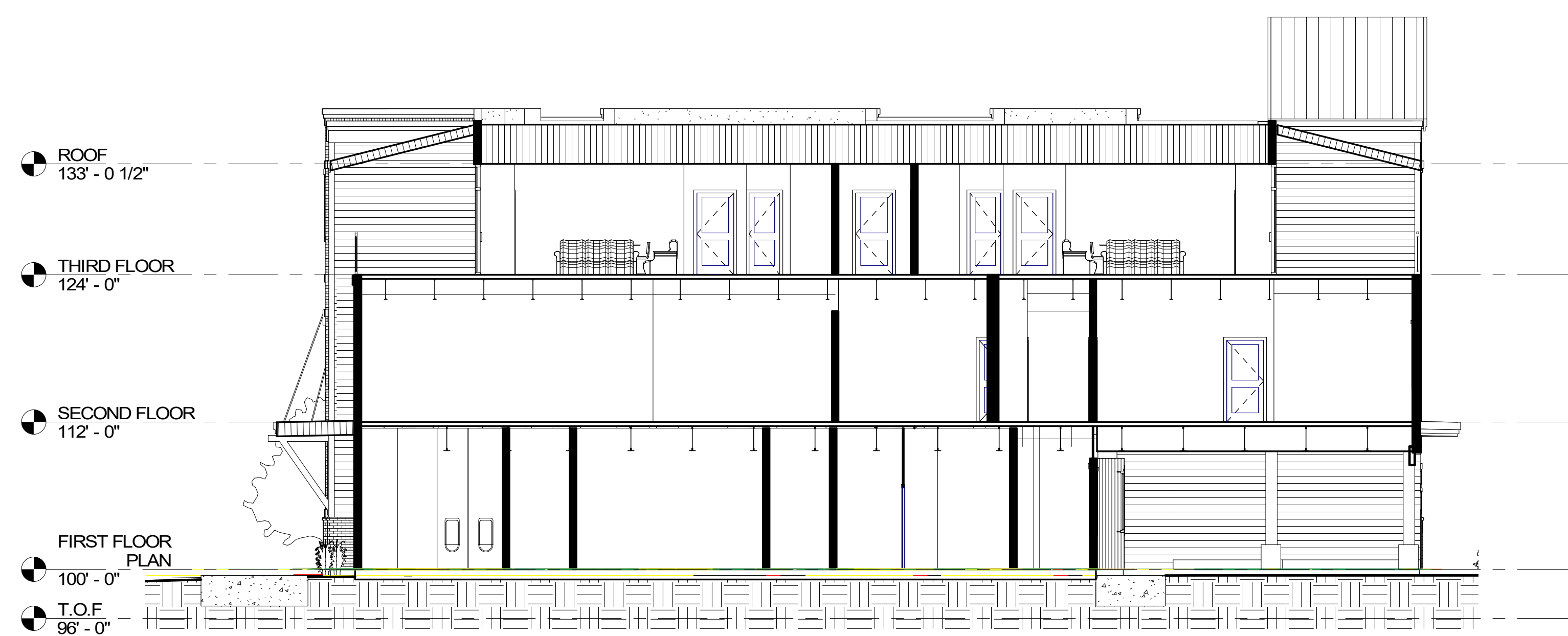
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RUIS NUCLEUS MIXED USE
ATHLETIC FACILITY - CONDOS
NUCLEUS AVE
COLUMBIA FALLS, MT



BUILDING SECTIONS

TRUIS NUCLEUS MIXED USE
ATHLETIC FACILITY -CONDOS
 NUCLEUS AVE
 COLUMBIA FALLS, MT

A4.1

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REVISION SCHEDULE

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Reg. No. 2932 Date: 1/27/2020
AARON J. WALLACE



RUJIS NUCLEUS MIXED USE
STEAKHOUSE/SPORTSBAR-CONDOS
NUCLEUS AVE
COLUMBIA FALLS, MT

A2.1



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REVISION SCHEDULE

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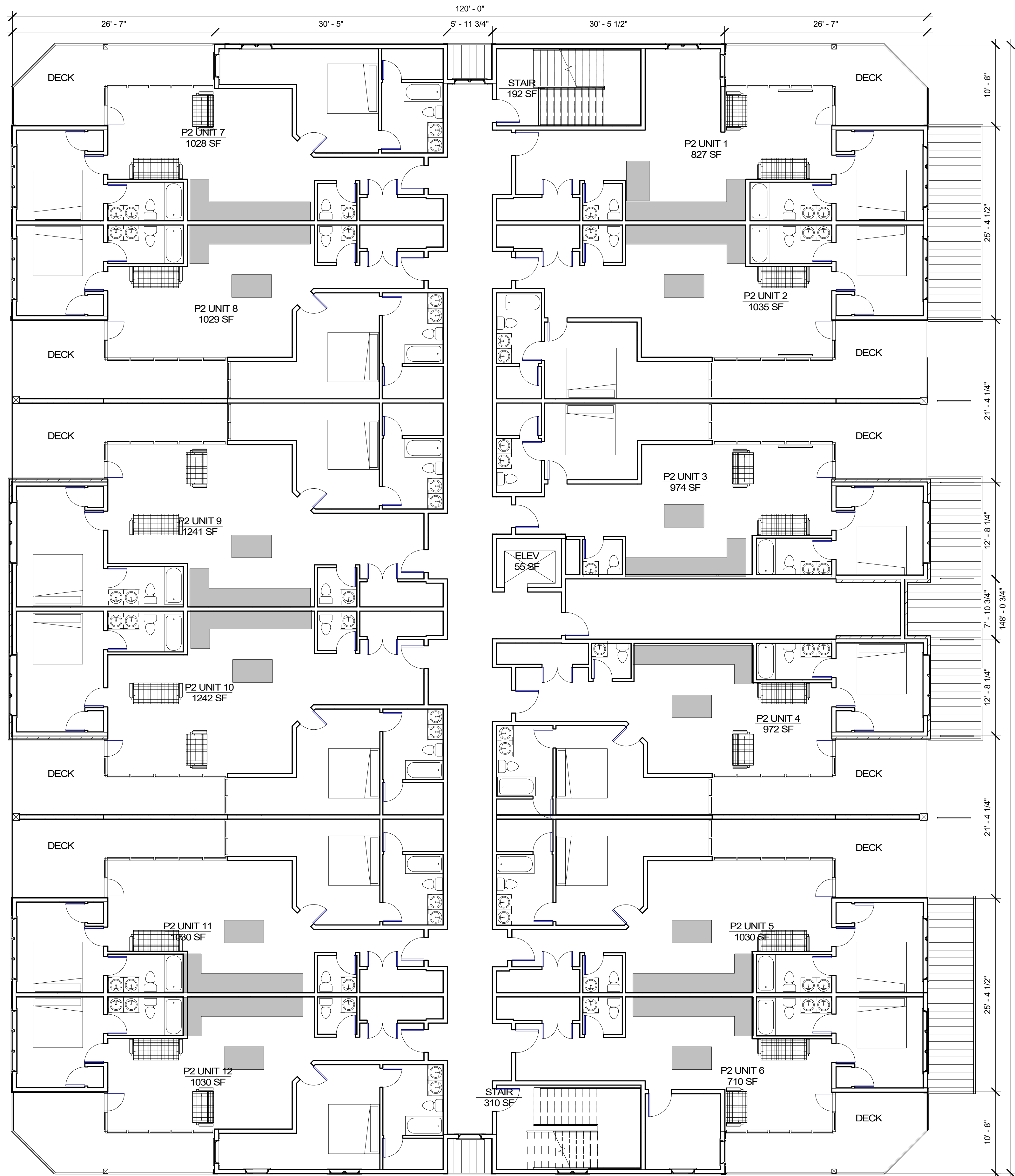
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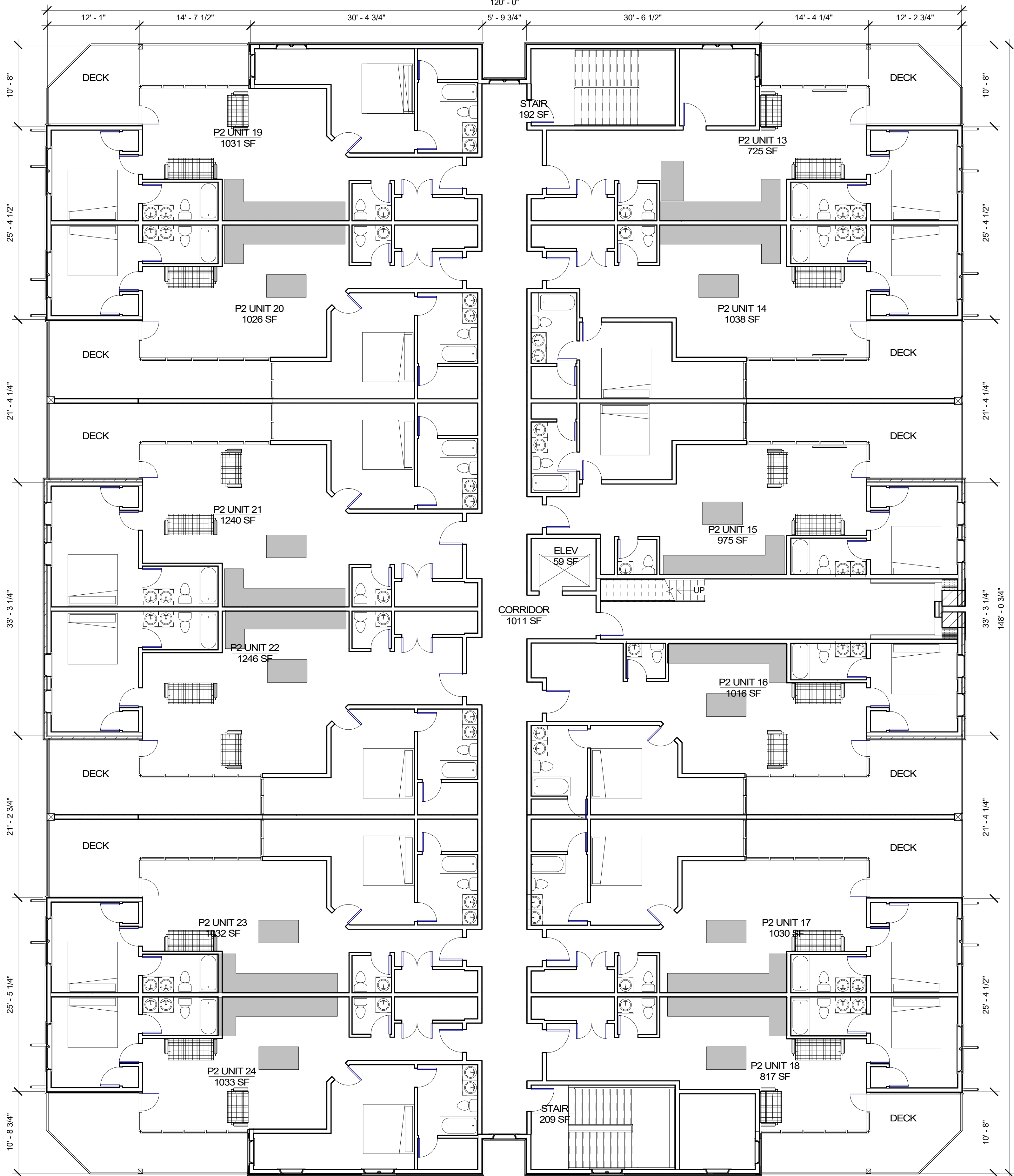
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19-59

Reg. No. 2932 Date: 1/27/2020



1 SECOND FLOOR
1/8" = 1'-0"



2 THIRD FLOOR
1/8" = 1'-0"

SECOND & THIRD FLOOR PLAN

RUIJS NUCLEUS MIXED USE
STEAKHOUSE/SPORTSBAR-CONDOS
NUCLEUS AVE
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A2.2

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Reg. No. 2632
AARON L. WALLACE
19-59
Date: 1/27/2020



1 EAST BUILDING ELEVATION
A3.1 3/16" = 1'-0"



2 NORTH BUILDING ELEVATION
A3.1 3/16" = 1'-0"

BUILDING ELEVATIONS

NOT FOR CONSTRUCTION 1/27/2020

RUIS NUCLEUS MIXED USE
STEAKHOUSE/SPORTSBAR-CONDOS
NUCLEUS AVE
COLUMBIA FALLS, MT

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REVISION SCHEDULE		
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Date:	1/27/2020
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Reg. No. 2932 Date: 1/27/2020
AARON J. WALLACE



1 SOUTH BUILDING ELEVATION
A3.2 3/16" = 1'-0"



2 WEST BUILDING ELEVATION
A3.2 3/16" = 1'-0"

BUILDING ELEVATIONS

NOT FOR CONSTRUCTION 1/27/2020

RUIS NUCLEUS MIXED USE
STEAKHOUSE/SPORTSBAR-CONDOS
NUCLEUS AVE
COLUMBIA FALLS, MT

A3.2

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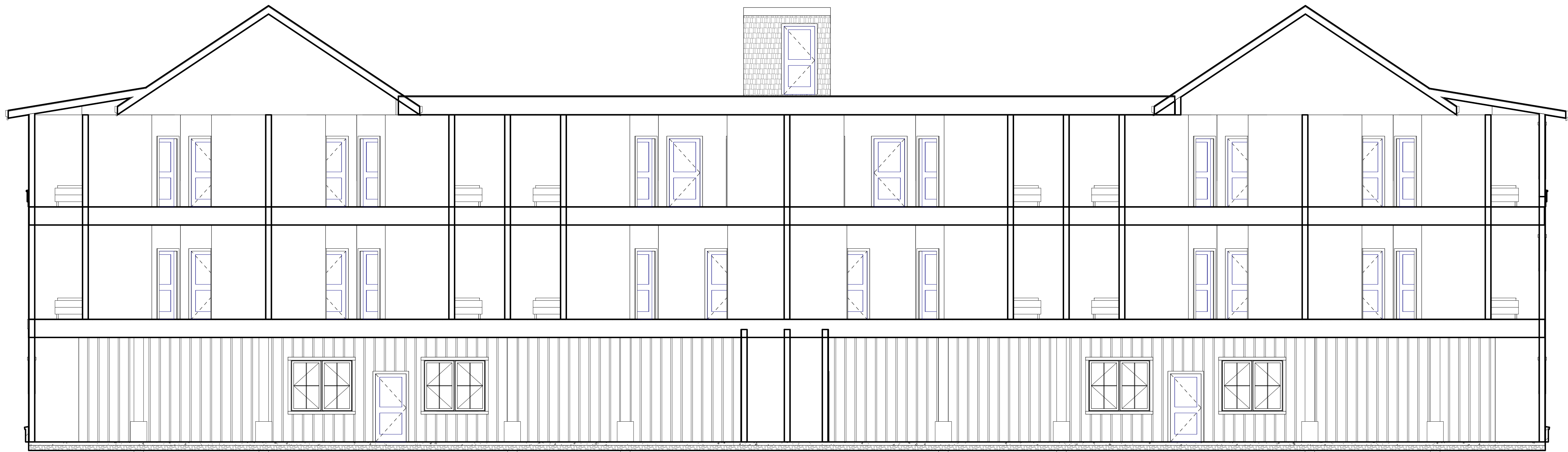
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19-59

Reg. No. 2932 Date: 1/27/2020
AARON L. WALLACE



1
A4.1 Section 1
3/16" = 1'-0"



2
A4.1 Section 2
3/16" = 1'-0"

NOT FOR CONSTRUCTION 1/27/2020

BUILDING SECTIONS

RUIS NUCLEUS MIXED USE
STEAKHOUSE/SPORTSBAR-CONDOS
NUCLEUS AVE
COLUMBIA FALLS, MT

A4.1

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19-59
Reg. No. 2932 Date: 1/27/2020
AARON J. WALLACE



1 FROM NE
A9.2

2 FROM SW
A9.2

PERSPECTIVES

NOT FOR CONSTRUCTION 1/27/2020

RUIS NUCLEUS MIXED USE
ATHLETIC FACILITY - CONDOS
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Revision Date: 12/18/17

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Date: 1/27/2020
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1
A9.3 PERSPECTIVE FROM NE



6
A9.3 PERSPECTIVE FROM NW

PERSPECTIVES

NOT FOR CONSTRUCTION 1/27/2020

RUIS NUCLEUS MIXED USE
ATHLETIC FACILITY - CONDOS
NUCLEUS AVE
COLUMBIA FALLS, MT

A9.3

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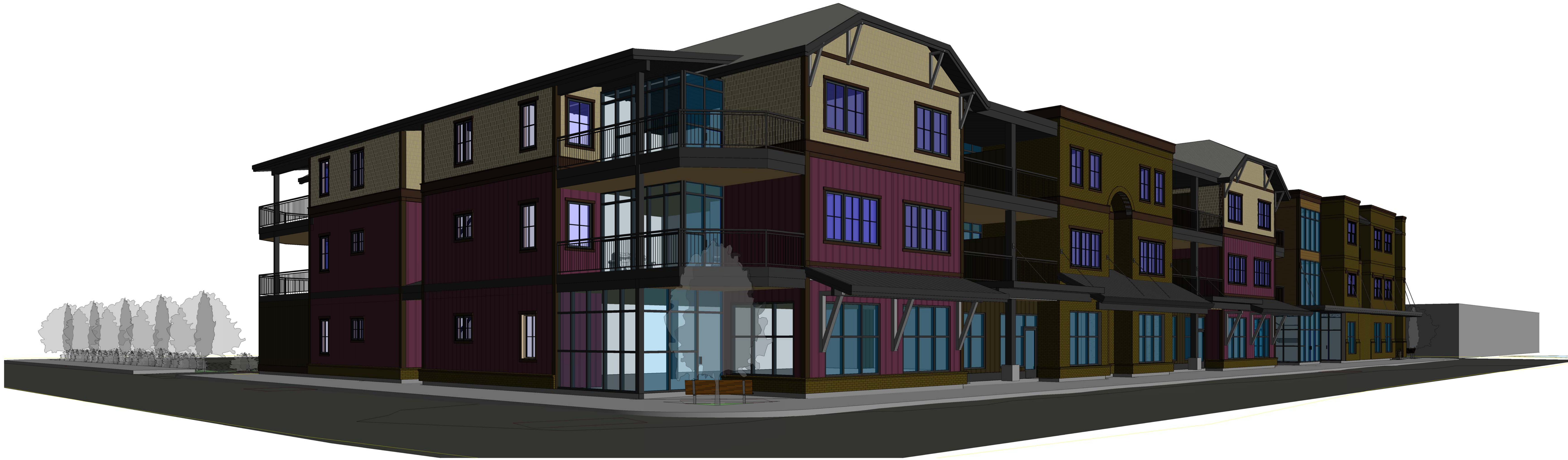
REVISION SCHEDULE

#	DESCRIPTION	DATE
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Drawn By: Author
Checked By: Checker
Revision Date: 10/03/18

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19-59
Reg. No. 2932
AARON L. WALLACE
Date: 1/27/2020



1
A9.4
PERSPECTIVE FROM SE



2
A9.4
PERSPECTIVE FROM SW

PERSPECTIVES

NOT FOR CONSTRUCTION 1/27/2020

RUIS NUCLEUS MIXED USE
ATHLETIC FACILITY - CONDOS
NUCLEUS AVE
COLUMBIA FALLS, MT

A9.4

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REVISION SCHEDULE		
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Revision Date:	01/24/20

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19-59

Reg. No. 2932 Date: 1/27/2020
AARON L. WALLACE

Susan Nicosia

Public
Comm
RUIS
Item No. 10.

From: PATRICK MALONE <pcmwccc@hotmail.com>
Sent: Friday, February 21, 2020 6:11 PM
To: Susan Nicosia
Cc: editor@hungryhorsenews.com
Subject: Support for Mick Ruis Mixed-Use Project

February 21, 2020

Dear Ms. Nicosia, the City-County Planning Board, and Columbia Falls City Council:

As I will be out-of-town on March 10th and therefore unable to offer verbal comments on Mr. Mick Ruis CBD/mixed-use development project I would like to provide them to the Planning Board now via email.

The 2019 edition of the City's **Growth Policy** states in part under Commercial Uses: Issues. Too much commercial development still tends to be one block deep and linear in design. Nucleus Avenue is still transitional but recent development offers a more traditional urban core feel and appearance. Goals: Nucleus Avenue should be revitalized to present a more 'downtown' focus. Policies: Continue to support revitalization of the CBD drawing upon its historic character with a mix of land uses and mixed/multiple-use projects and concentrate community events and civic functions within CBD. Under the Residential Uses section emphasis is given to a range of housing type options and price ranges.

I interpret these statements to be supportive of the type of development Mr. Ruis is suggesting.

The 2010 **Zoning Ordinance** as amended identifies in Zone B-4 bulk and density standards appropriate for a Central Business District except building height. 35 feet is way too low for any heavy commercial/CBD type of district. Downtowns need projects with a wide variety of bulk and density dimensions. Market forces and infrastructure capacity are better determinants of building height than some arbitrary maximum building height in a zoning code. I know many towns, including small towns, that only have a floor area ratio formula with no maximum building height that a vibrant, exciting and very attractive.

I interpret these statements to be supportive of the type of development Mr. Ruis is suggesting and request that a variance of up to 48 or 50 feet be granted so that the project can proceed economically and with strong design features.

Columbia Falls needs a major, signature project to not only strength and help promote the further redevelopment of Nucleus Avenue but also to provide the City and our guests with a strong symbol of progress and economic health and hopefully a source of civic pride. This proposal presents a unique opportunity with many great amenities for a very high profile site.

I encourage the Board to not only approve the project as proposed but to accommodate this building height issue so that the project can be the best design possible.

Sincerely,

Patrick Malone, 1373 Wildcat Drive

Dear Susan Nicosia, Mick Ruis and Planning Board members,

I hope this is not too late for consideration. I am a long-time supporter of Columbia Falls. I support and celebrate the new building proposed for the old Bank Building block. I would like to suggest a few changes to the proposed building.

1. Add a green space to the street sides of the building, instead of the building touching the sidewalk. The building currently has such a space now. The green space would:
 - a. Give an eco-friendly look and feel to the street. First impressions are important and we don't want to look like the other cities in the valley.
 - b. Provide a place for excess snow to be stacked and rain water to soak in. Currently buildings with no green space shovel snow into the curbside parking spaces. Making it difficult for pedestrians to move about in the winter.
 - c. Provide a place for folks to congregate for parades and if benches were provided, I think folks would sit there often.
2. I would like to see the pool areas have the ability to be covered and used as large gathering spaces.
 - a. Our community needs a place to hold large indoor meetings, concerts, events and such. I would like to see Santa there after the Night of Lights Parade. When the First Best Place managed the building large community building events were often held there as well as being an emergency indoor space for outdoor events threatened by adverse weather.
 - b. I believe that our area needs more temporary emergency shelter space. If there were a fire or flood that closed large areas of Glacier Park – where would the displaced people go to shelter until they could make alternate plans. Covered pool area would not be ideal, but definitely better than tourists and locals sleeping in cars during an emergency.
3. Is it possible to save the younger trees that were planted by the Arbor Day Committee? Several classes of Columbia Falls School children helped plant those trees and I believe it would be wonderful to make the statement that the Arbor Day Committee and the students community contributions are important to the whole community.
Thank you for considering my opinions. I can be contacted to further discuss these ideas.

Sincerely,

Cindy Shaw

P.S. Could murals be considered for the outside of the building? There was a committee that worked on the existing murals, most of the members are still in Columbia Falls

**CITY OF COLUMBIA FALLS
MINUTES OF THE REGULAR MEETING
HELD MARCH 10, 2020**

Item No. 10.

CALL TO ORDER AND ROLL CALL

PRESENT

Russ Vukonich
Mike Shepard
Claudette Byrd-Rinck
Kurt Nelson
Patti Singer
Robert Smith
Steve Duffy

ABSENT

Steve Hughes
Sam Kavanagh

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

Introduction of new members - Claudette Byrd-Rinck and Robert Smith

Both new members are County Members appointed by the Flathead County Board of Commissioners.

REORGANIZATION OF BOARD - CHAIRMAN/VICE-CHAIRMAN

Motion made by Duffy to keep current leadership of Chairman Vukonich and Vice Chairman Shepard, Seconded by Singer. Voting Yea: Vukonich, Shepard, Byrd-Rinck, Nelson, Singer, Smith, Duffy

APPROVAL OF MINUTES:

Minutes of the October 15, 2019 Planning Board - Motion made by Shepard to approve the minutes as read, Seconded by Nelson. Voting Yea: Vukonich, Shepard, Byrd-Rinck, Nelson, Singer, Smith, and Duffy.

VISITOR OR PUBLIC COMMENT: (An opportunity for the Public to comment on any items not on tonight's agenda) None.

PUBLIC HEARINGS AND ACTION:

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

Ruis Holdings 540 Nucleus Ave LLC is requesting a Planned Unit Development overlay for the property located at 540 Nucleus Avenue which was the original Bank of Columbia Falls. The reason for the request is that the applicant would like the top of the roof structure to be 42'-8" in height where the maximum height without a PUD is 35-feet. The proposed development otherwise conforms to all of the zoning requirements. The property is described as Lots 1-15, Block 37,

CITY OF COLUMBIA FALLS
MINUTES OF THE REGULAR MEETING
HELD MARCH 10, 2020

Item No. 10.

Columbia Falls Townsite in Section 8, Township 30 North, Range 20 West, P.M.M., Flathead County.

Planner Mulcahy presented Staff Report CPUD-20-01 to the Board. Mulcahy noted that the Board is reviewing the project's adherence to the large building standards and CB-4 zoning. Since this property is less than two acres, the City Council must approve its use as a PUD as well as the PUD itself. The applicant is requesting a height variation from 35 feet. This height restriction was previously enacted primarily because the Columbia Falls Fire Department (CFFD) had no ladder truck at the time and the height basically represented a 3-story building. The Fire chief, both Hagen and Weeks, have reviewed and accepted the project. The mixed use of the project is promoted in the downtown area as well as the Growth policy. The proposed roof elements, including parapets, hipped roof, and cornices result in the height of 42'8" to provide architecture and visual benefit, instead of a flat roof that could comply with the 35' height restriction.

The large building standards conflict with the CB-4 zoning standards for setbacks and landscaping. Staff recommends amending condition 7, so the applicant can provide more parking instead of landscaping. Parking is not required in the CB-4 zone, but the applicant is providing 81 spaces and has a parking lot on the east side of Nucleus Ave available. The lighting will be reviewed in the building permit process. Overall the buildings adhere to the large building standards. There is a tunnel linking the two bank buildings that needs to be mitigated for fire response if it is not filled in and built over. Staff recommends approval with 14 conditions.

Chairman Vukonich asked the Board if they had questions for staff. Duffy posed adding a condition 15, requiring construction fencing for public safety. Byrd-Rinck questioned the roof height and Vukonich asked why the roof access and mechanical was not counted in the height. Mulcahy stated the average height of the building was 42 feet 8 inches with the roof top access being 45 feet. There are certain exclusions to the maximum height such as chimneys, church spires, and access points. Shepard noted the 81 parking spots which are not required in the CB-4 zone, so any parking is more than what is required. Shepard stated that it need not be discussed because any argument against the proposed parking would be an argument against the zoning code. There is on street parking and the applicant owns a parking lot east of Nucleus Ave that will be available. Vukonich asked how the large building landscape requirement D conflict occurred. Mulcahy replied that it appeared to be an oversight at the time the large building standard was enacted. The Board had been more focused on the Highway 2 corridor and not redevelopment of the CB-4 zone. He recommends the Board revisit and resolve this conflict later this year with text amendments.

Chairman Vukonich asked for the applicants' presentation. Aaron Wallace of Montana Creative, 265 Hoppes Lake Ln, Whitefish, MT, represented the applicant. He reported that they will remove three existing buildings and the tunnel with the complete project phased over a few years. The two buildings will be mixed use with one athletic building/condos and the other being restaurant/retail/condos. There is 2,500 sq. of landscaping proposed, they would not want to give up on site parking for the 9,825 sq. of landscaping indicated in Condition #7. He discussed the 42 ft. 8 in height is only in certain areas with added pitch to break up the roof line and be more aesthetically pleasing.

Chairman Vukonich asked the Board if they had questions for the applicant. Bryd-Rinck asked about sidewalk awnings. Wallace said they will vary from 4-8 feet wide for most of the building. Nucleus

CITY OF COLUMBIA FALLS
MINUTES OF THE REGULAR MEETING
HELD MARCH 10, 2020

Item No. 10.

Ave is a state highway, as such no columns are allowed and this limits awning size. Mulcahy stated this design is consistent with Kalispell for a state highway main street look. Shepard asked about snow removal and Wallace said it will have a contract and will be removed from the site. There was a discussion on business uses and parking. Vukonich asked about allowing short term rentals in the condos. Wallace and Mulcahy replied that it would follow zoning, which lists it as a permitted use in the CB-4 district.

Chairman Vukonich opened the hearing for Public Comment at 7:34 p.m. Vukonich also noted that the Board had 4 letters that would be entered as part of the permanent record.

Matt Montgomery, American Tile Company, 966 Trumble Creek Rd., Stated he is for the project. It is above and beyond what the valley and town need. It is exciting and good for business and downtown.

Kim Selby, 3820 HWY 40 W., she is against the project. She knows the city needs the tax revenue from new growth but this project will forever change downtown and the town itself. It will create a “canyon” in the middle of downtown and will no longer have the small town feel. This will disrupt many community events that have used the open space for years. This block is the town center. She would like the project anywhere else in Columbia Falls except where it is proposed to go. She would like Ruis to make it a green space so there is a town square. He could make it a park and either keep it or donate it to the City.

Wally Beck, 234 2nd Ave E. There is good and bad with this project. He would rather see the 55 living units be condos instead of apartments. The parking will not be enough between the retail shops and the living units. Has there been a traffic study? The utilities in the area seem adequate. The roof parapets for hiding the mechanical structures will look much nicer. Would angled parking on Nucleus Ave be an option? With no parking required in CB-4, the city needs to plan ahead for more traffic.

Karen Feather, 519 Nucleus Ave Unit 203. She concurs with the statement that this project will change the town. She wants the project anywhere but downtown.

Dave Petersen, 201 4th Ave E. He questioned what the living unit sizes were, one or two bedrooms? They’re not large units. 25-40 year old professionals are likely to occupy them, along with tele-commuters and retirees. Amenities are in close proximity. The living space is not conducive to families. This is a good fit for the area.

Kristine Marvin, 120 2nd Ave W. This project will change the town, the views will be gone. More traffic will be on the streets causing more safety concerns. Is this what we need and where we need it?

Cindy Ritter, owner of 615 Nucleus Ave. She is from Columbia Falls and believes business growth is good. She is scared of losing the small town charm and having the canyon feeling on Nucleus. Parking is an issue especially for the elderly and disabled. Parking and traffic needs to be looked at as a town. Everyone needs to be involved in our planning. She will miss the greenspace, but it is inevitable in that location. She does not want another Whitefish. The town needs to retain the small town feel. Be active people.

Chairman Vukonich closed the Public Comment at 8:00 p.m.

CITY OF COLUMBIA FALLS
MINUTES OF THE REGULAR MEETING
HELD MARCH 10, 2020

Item No. 10.

Adopt Staff Report CPUD-20-01 as findings of fact.

Motion made by Singer to adopt Staff Report CPUD-20-01 as findings of fact, Seconded by Shepard.

The Board had a short discussion on covered parking. Shepard stated that he had people approach him expressing their views of the project but he can make an independent decision on the project tonight. Smith said parking was an issue; no parking requirement in CB-4 is a mistake. The condos will possibly be vacation rentals and this project is too big for that size of lot. City Attorney Breck explained to the Board members how the Board is limited in its scope and can only discuss the legal standing of a project. Mulcahy noted that the City can't be arbitrary in their decisions; projects are each reviewed in an equitable fashion. Singer stated that she understands the guidelines; this is a good but large project, but doesn't think it's overwhelming. Nelson asked how high the new ladder truck can extend. Shepard stated over 80ft to which Byrd-Rinck replied where the line is drawn on height then. Mulcahy clarified that three stories is around 35 feet high; the requested 7' variation lies in the roof line ascetics. Mulcahy noted that if this had been a request for a four story building, the staff report would have been different. A large building standard for downtown can be looked at in the future. Shepard said the bank building has many issues and is at the end of its useful life. He would rather this project be located downtown than up in the North Fork. He is amazed at the amount of parking they have provided and stated that the City Council will be doing a traffic study in the near future regardless of this project. He reminded everyone that Nucleus Ave is also State Highway 486, as such the State has jurisdiction over it. Wallace said angled parking and public space was looked at. The street scape was a concern during the design process. Many mitigation ideas were discussed at project planning meetings. Duffy stated that in his opinion the requested height is not an issue and this project is consistent with city growth.

Motion made by Duffy to add a condition 15 stating safety fencing per building code will be used during project construction, Seconded by Shepard. Voting Yea: Vukonich, Shepard, Byrd-Rinck, Nelson, Singer, Smith, Duffy.

Motion made by Shepard modify condition 7 by striking the 3rd sentence and indicating landscaping as planned in PUD, Seconded by Singer. Voting Yea: Vukonich, Shepard, Byrd-Rinck, Nelson, Singer, Smith, Duffy.

Vote on original motion to adopt Staff Report CPUD as findings of fact: Voting Yea: Vukonich, Shepard, Byrd-Rinck, Nelson, Singer, Smith, Duffy.

Recommend Approval of PUD to City Council:

Motion made by Singer to recommend the PUD to City Council with amended conditions, Seconded by Shepard. Voting Yea: Vukonich, Shepard, Byrd-Rinck, Nelson, Singer, Smith, Duffy.

The project will be on the City Council's April 6th meeting agenda.

ADJOURNMENT

Nelson motioned to adjourn, second by Duffy at 8:24 p.m.

**CITY OF COLUMBIA FALLS
MINUTES OF THE REGULAR MEETING
HELD MARCH 10, 2020**

Item No. 10.

Next Regular Planning Board Meeting – TBD

Chairman

Attest:

Public Works Clerk

DRAFT

March 10, 2020

- 90 -

Barb Staaland

From: Nikki Bond <nicknackmt@gmail.com>
Sent: Tuesday, March 10, 2020 3:52 PM
To: staalandb@cityofcolumbiafalls.com
Cc: Eric H. Mulcahy
Subject: Comments Re: CPUD-20-01

Public
Comment
prescribed
meeting (rec'd after
packets distributed)

Item No. 10.

I am writing regarding the proposed PUD at 540 Nucleus Avenue. I have no objections to the project as proposed. The only issue that I foresee is based on parking and it could be easily mitigated with changes along Nucleus Avenue (under Montana DOT jurisdiction) and/or along the City Streets of 4th Street West, 5th Street West, or 6th Street West. These areas currently utilize parallel parking. During construction of the proposed buildings, it is foreseeable that construction vehicles will be located around the site and presumably take up the existing on-street parking areas. This will most likely occur during summer when tourists are visiting in higher numbers and those spaces would likely be used for the future businesses and residential owners/guests once the project is complete.

The city has a wider right of way along 1st Avenue North and has implemented diagonal parking on one portion of the block. It provides more parking than parallel parking and can be seen in the screenshot from Google Maps:



Diagonal parking on 4th Street West, 5th Street West, and/or 6th Street West and (hopefully) along Nucleus Avenue would provide for more parking spaces than are currently available with the parallel parking only. It would also cause less disruption to the existing businesses along Nucleus Avenue that rely on the street parking for customers and staff. As Nucleus is not as wide as 1st Avenue West the diagonal parking could alternate sides as it traverses north from Ninth Street West/Hwy 2 up towards Railroad Street. Even having one side of the street reserved for diagonal parking would allow more spaces than what we have now.

I appreciate your consideration of this matter.

Thank you,

Nikki Bond, Owner
Outlaw Diner
420 Nucleus Avenue

Public comment
presented
rec'd after packets
distributed

Item No. 10.

Sam Kavanagh comments regarding PUD request for Ruis Holdings 540 Nucleus Ave LLC

Let me first state as a Columbia Falls resident I am appreciative of the continued interest and investment that have and are being made by Mr. Ruis in Columbia Falls. He has without a doubt been a critical conduit to the economic turnaround experienced in our Downtown. On a personal level I would have preferred to see a development strategy that attempted to preserve some of the mature trees on site in addition to incorporating some of the green buffer from Nucleus. I do recognize the efforts that have been made to assure the building hides it's mass as best possible. That said I believe stating any building that significantly exceeds the height requirements and extends the full length of a block is in the character of Columbia Falls is misleading. That is not to say a building of this magnitude is not appropriate for the downtown but I do believe it is out of character.

With that said I do have several comments I would like to have shared with the board for consideration in my absence due to illness. My general sentiment is that this may very well be a great fit for the lot as outlined but I feel there are some unanswered impacts. I believe it is in our responsibility to better understand these impacts on behalf of the council and all City residents. Additionally, I believe it is very important that we accurately document the all impacts of this project and not make the mistake of simply assuming the best. As the applicant stated a project of this magnitude has a way of redefining a community.

With regard to the Staff report.

5 (C and D)

While I agree the general intent of the zoning regs is to provide building up to the lot lines, however the large building standard does recommend a buffer in part to break up the imposing presence of a large building. I do not see it as a contradiction to the zoning code rather more akin to a special condition. I would like to see the setback requirement addressed in the application and considered on merit by the board.

6. Parking

The application acknowledges there is likely to be increased parking congestion but does little to detail how they intend to accommodate all the function of the building being proposed while limiting impacts. Parking this past summer has become more difficult which is an understandable impact of bring more people to the downtown area. While the zoning exempts CB-4 from most of the requirements I believe it is imperative that the applicant fully and completely demonstrate how they are proposing to remediate parking and not simply stating they intend to use a parking lot east of Nucleus as well as on street parking. More over there is no mention made of the assumed parking needs associated with the various commercial components of the project. Using the standard outlined in the zoning code I rough calculated the parking requirements for the development in its entirety at approx. 405. Of which 8

should be ADA per national standards. By comparison as proposed the project provide 81 spots with 2 ADA accessible. Of those 81, 47 are identified as being for residents; 54 would be necessary to provide 1 stall for each residents alone. Creating 405 parking stalls is unrealistic but I believe it does demonstrate the potential impacts this development could have on parking in downtown. Consequently, I find the application significantly lacking when it comes to addressing this concern and/or detailing a strategy for mitigation parking impacts. My fear is that adjacent property owners are going to be significantly impacted primarily Smith as well as future owners whom find their overflow parking full from public.

Secondly, on parking 18.528 provides guidance for a loading dock. While no single space warrants a loading dock the combined space does. At a minimum it seem appropriate to consider delivery access etc. to the gym and the restaurant space. And it would seem our zoning provides language for that discussion to take place.

Regarding the parking lot layout I am not certain what the distance from the intersection to the South western approach into the lot is but zoning requires 20-ft and I would have some concern of potential impacts with cars turning north off Sixth St and not seeing car leaving the lot. In particular this would be a concern when landscape vegetation is mature and impacts sight distance.

9. Pedestrian Circulation

Given the increased foot traffic and demands on the NE and SE Ped crossing it would seem reasonable that the developer be asked to participate in the upgrade costs for bulb outs and any other possible upgrades to the crossing.

Growth Policy Review

Chapter 4: Recognizes there are special parking considerations but the application is vague in explaining a strategy

Chapter 5: The application indicated the CCR's were provided by I did not see a copy that said I have concern with many of the dwelling units becoming Short Term Rentals and would like to see if there is any language in the CCR's addressing the item.

Chapter 7 Item 3: The applicant clearly states in the application that they expect one of the outcomes of their project to bring more people and hence congestion to the downtown area. It would seem the reports assessment is opposite. While pedestrian access to services will be good suggesting it will reduce vehicle congestions impacts for the present state seem incorrect to me.

Chapter 7 Item 8: Similar to above but it seem a bit misleading to not acknowledge this project potential to create undue congestion. It seem important to me that we state the potential for impacts and then let the record reflect how they were considered, mitigated, and/or deemed in material.

Regarding Recommendations:

I would like to see a recommendation that requires the developer to present the city with a parking study and/or detailed parking plan prior to permitting. The plan needs to include consideration to the

vehicular traffic generated from the commercial components of development and a timing evaluation if using shared parking.

I support the building height variance at this time but I believe as a city we need to consider a conversation on when is something going to be too tall.

I would propose a recommendation that the developer upgrade the NE and SE curb ramps to include a bulb outs and any necessary pedestrian improvements needed.

I would also propose the board consider the recommendation of adding a dedicated loading ramp for the development per Zoning reg 18.528

Thanks all for considering my thoughts. I sincerely apologize for noting being able to contribute to the discussion in person.

From: Marijke Stob <marijke.jane7@gmail.com>
Sent: Thursday, April 2, 2020 10:18 PM
To: staalndb@cityofcolumbiafalls.com
Subject: City council meeting comment

Hey there,

I think I am writing this in time. It is still April 2nd. I was hoping to submit a comment about the newly proposed Ruis development.

While I think it is great that Mr. Ruis wants to invest in Columbia Falls, I have my doubts about this project and would like the PUD to be denied in order to gain more public perspective on the project. What concerns me is the affordability of the apartment and condos that are included in the project. Is there any chance that the proposed apartments are going to be affordable for the working people of Columbia Falls? Will the health and fitness center *actually* be available for public use? Or is this going to turn into another housing unit and fitness center that is unattainable for the people that live here year-round and are the backbone of the economy?

Thanks!

March 31, 2020

To: Mayor & Council

From: City Manager Nicosia

RE: Resort Tax Ballot Question

The City Council adopted Resolution # 1815 Calling for the Resort Tax Election to be held with the June 2, 2020 Primary Election, pursuant to state statutes, on February 18th after many months of review and public input. The need for public safety funding has been underscored since the beginning of the pandemic.

Given the current events, Council may wish to amend the effective date to allow the tourism businesses to recover this year. If the ballot issue passes on June 2, Council must then adopt, after two readings, the Ordinance establishing the Resort Tax Code. The current draft ordinance reflects the effective date:

2. The duration of the resort tax is twenty (20) years from its effective date, said effective date being October 1, 2020, and will expire September 30, 2040.

While the ballot language cannot be changed or the resort tax question removed from the ballot at this point in time (March 9th was the statutory deadline), Council can vote to amend the effective date. This information can then be sent to the electorate in the information letter provided before the mail-in ballots are sent to the voters. We will also include this information on the City website and to the media.

I'm attaching a revised informational sheet for Council discussion and approval.

Council Action Requested: Discuss Resort Tax June 2 Ballot Issue – Effective Date and approve informational sheet

Attachment: Proposed Info sheet
Orig info sheet



COLUMBIA FALLS RESORT TAX PROPOSAL

City of Columbia Falls' residents will vote on the resort tax proposal on the June 2, 2020 mail-in primary ballot. On February 18th, City Council adopted Resolution # 1815 Calling for the Election after City Council spent two years investigating public safety service demands, needs and funding options.

The City Council understands that our community has been turned upside down during the COVID-19 pandemic crisis and that it will take time for our community to heal. Therefore, on April 6, 2020 during the Regular Council meeting, City Council voted to delay the implementation of the resort tax to October 2021 to provide a full year for economic recovery and a return to normal activity in the valley. The ballot language will have an effective date of October 2020 but the final effective date will be adopted by Ordinance after the June election.

The City Council stands behind the resort tax funding alternative for the overall good of our community. The resort tax is a long-term, 20 year, funding proposal that will be subject to economic fluctuations.

The resort tax option requires visitors to help pay for services and facilities they use, provides funding without increasing residents' property taxes and provides property tax relief to city taxpayers. Based on an estimated \$450,000 in resort tax collections, a property tax reduction of \$51 would be applied to the property taxes on a \$250,000 home. The \$51 property tax reduction is the equivalent of spending \$1,700 on items subject to the resort tax.

Alternatively, if the public safety needs are funded by a \$450,000 voted levy, a property tax increase of \$203 would be applied to the property taxes on a \$250,000 home.

The City has experienced a 28% population increase since 2000 making it one of the fastest growing cities in Montana. The police department has had a 74% increase in calls for service between 2010 (6,133 calls for service) and 2019 (10,670 calls for service). We expect those numbers to continue to increase with continued growth in both population and tourism. The department consists of 9 police officers and the Police Chief providing 24/7 police coverage.

The fire department has also experienced exponential call volume growth, 43% between 2000 (178 calls for service) and 2019 (315 calls for service). The City relies on 26 volunteer firemen and a full-time Chief to respond to calls. As the population increases, the City moves closer to needing full-time firemen. Most critical is the availability of volunteers to answer calls during daytime hours. Currently, daytime response is primarily covered by the Fire Chief and three volunteer firemen who are retired from their regular jobs.

For specific information on items subject to or exempt from the tax or any other details or questions, please visit the City website: www.cityofcolumbiafalls.org or contact the Mayor, Council members or the City Manager, City Hall, 130 6th Street West, 892-4391.



COLUMBIA FALLS RESORT TAX PROPOSAL

Item No. 11.

City of Columbia Falls' residents will vote on the resort tax proposal on June 2, 2020. City Council spent the last two years investigating public safety service demands, needs and funding options. The Council studied both the voted levy and the resort tax options available to our City.

After months of diving into the statutory requirements set by the Montana legislature and reviewing the details of the existing 10 MT communities' resort tax programs, City Council approved a draft ordinance with the following recommendations:

- Rate of tax – 3%
- Funding purposes:
 - 55% - Public Safety operations and capital
 - 14% - Public infrastructure funding, such as streets, parks, sidewalks/paths, water, and sewer
 - 1% - Direct city costs such as software and audit
 - 25% - Property tax relief to city property taxpayers
 - 5% - Administration cost offset for business owners
- Defined those items that were to be taxed and those that would not be taxed, in compliance with statutory requirements. Additionally, the Council exempted items that they believed would be purchased predominately by community members and not the traveling public.

The City has experienced a 28% population increase since 2000 making it one of the fastest growing cities in Montana. The police department has had a 74% increase in calls for service between 2010 (6,133 calls for service) and 2019 (10,670 calls for service). We expect those numbers to continue to increase with continued growth in both population and tourism. The department consists of 9 police officers and the Police Chief providing 24/7 police coverage.

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PUBLIC WORKS DEPARTMENT

Item No. 12.

**130 6TH STREET WEST
COLUMBIA FALLS MT. 59912**

**PHONE: (406) 892-4430
FAX: (406) 892-4413**

April 3, 2020

City of Columbia Falls
130 6th St W
Columbia Falls MT. 59912

Re: Well No. 3 Call for Bids

Dear, City Manager, Mayor and Council,

I have been in close contact with our engineer, Morrison and Maierle regarding the status of our Well Number 3 project. The project design is nearing completion with all required permits applied for and currently under agency review; draft bid documents will be provided to me next week for a final internal review. Considering the project schedule and the likelihood that this meeting will be the only Council meeting in April, I request approval to Call for Bids on the project as soon as the final documents are ready in the coming weeks. With approval, I anticipate advertising in the Interlake no later than April 19th.

Sincerely,

Tyler Bradshaw, P.E.
Public Works Director
City of Columbia Falls

Enclosures:

None.

April 3, 2020

To: Mayor & Council

From: City Manager Nicosia

RE: Manager's Report/Project Update

1. Transportation Plan – On the consent agenda, Council authorized my executing the grant contract with MDOT after it receives their legal and civil rights signatures. This contract provides the grant funding (\$75,000) for the Columbia Falls Urban Transportation Plan. The City requested proposals and only received one, KLJ. Their original proposal far exceeded the available funding from the MDT grant and City funds (\$50,000), particularly after MDT gets their indirect cost funds as noted in the agreement. The Columbia Falls Urban Transportation Advisory Committee (TAC) will hold a virtual meeting to review the scope and proposal. The Committee will then recommend approval to the City Council. I'm asking Council to give consent approval for me to execute the contract once approved by the TAC.

2. Arbor Day/Tree Board – all Tree Board meetings are cancelled in accordance with the Governor's order to not hold any "non-essential" meetings. DNRC has acknowledged that Arbor Day is cancelled and has advised the City to plant the tree(s) as required by the agreement. Public Works Director Bradshaw had received one quote and will proceed with having the required trees planted as previously approved by the Tree Board.

3. City Attorney Breck and I reviewed the statutes and guidance concerning the City's declaration of an emergency and we are not asking council for an emergency declaration by resolution at this time. State statutes and City code provide for the day to day operations. The county's emergency declaration provided coverage for the City. Whether or not the City is required to add the 2 mill emergency mills to next year's tax levy is still unknown. The City qualifies for FEMA reimbursement for direct expenses – primarily PPE, disinfectant and PD OT. The state and federal directives and funding are a moving target at this time. We will let the dust settle and then recommend any necessary actions. City Hall is closed to walk in traffic and we are providing all essential services, distancing while providing public service.

4. Grants – We are working on the 2020 BUILD Grant submittal. Tyler and I held the debriefing conference with the federal DOT and were very encouraged by their comments. M&M was not available to update the grant with us but the firm that will be completing our Transportation Plan, KLJ, was available (see consent agenda BUILD Grant update contract). The deadline is in May. I will be sending out requests for letters of support. I am also working with Kirk Keysor of EDA on the 12th Ave West water/sewer/street project.