



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

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

**CITY COUNCIL REGULAR MEETING
AGENDA
MONDAY, JUNE 03, 2024
COUNCIL CHAMBERS CITY HALL**

PUBLIC WORKS COMMITTEE - 5:30 P.M.

(Barnhart, Shepard, King)

Review of RAISE Grant RFP Submittals

FINANCE COMMITTEE – 6:30 P.M

(Barnhart, Lovering, Robinson)

Contact City Clerk Barb Staalnd for virtual meeting registration information no later than 6:00 PM the day of the meeting by calling (406) 892-4391 or email: staalndb@cityofcolumbiafalls.com for the Regular City Council Meeting - 7:00 PM

REGULAR MEETING – 7:00 P.M.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

CONSENT AGENDA:

- 1.** Approval of Claims - June 3, 2024 - \$164,302.35
- 2.** Approval of Payroll Claims - May 24, 2024 - \$164,782.43
- 3.** Approval of Regular Council Meeting Minutes - May 20, 2024
- 4.** Approval of 2024-25 FY Teamsters Local No. 2 Amended Collective Bargaining Agreement - 24-25 FY Wage Opener and Authorize City Manager to Execute

5. Approval of Columbia Falls Fraternal Order of Police Lodge # 6 - Collective Bargaining Agreement Amended for 24 25 Wage Opener and authorize City Manager to execute.
6. Approval of Subdivision Improvement Agreement - Rocky Top Cabins Subdivision and authorize City Manager to execute.

VISITORS/PUBLIC COMMENT (Items not on agenda)

NOTICE OF PUBLIC HEARINGS/PUBLIC HEARINGS:

7. Notice of Public Hearings - 24-25 Fiscal Year Preliminary Budget:

NOTICE IS HEREBY GIVEN, that the City Council of the City of Columbia Falls, Montana, will hold public hearings beginning on June 17, 2024 at 7:00 p.m. in the Columbia Falls City Hall, 130-6th Street West, Columbia Falls, Montana, for the following purposes:

Preliminary Budget

Presentation and consideration of the preliminary budget for fiscal year beginning July 1, 2024 and ending June 30, 2025 will begin on June 17, 2024 and will be continued until final adoption of the budget after receiving the certified taxable valuation in August. City Council will review various departments and funds at each hearing until the budget has been presented in its entirety.

Special Assessments

Consideration of the adoption of the proposed Street Lighting District and Street Maintenance District assessments for FY2024/2025. Council will hear any objections to the final adoption of the resolution levying special assessments for FY 2024/2025. Special Assessments are estimated as follows:

Street Lighting District	\$ 30,049 (no change)
Street Maintenance District	\$346,500 (5.0% increase)

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

Permissive Medical Levy

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

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

NEW BUSINESS:

8. Solid Waste Board - City of Columbia Falls Appointment

This appointment is to fill the remaining term thru December 31, 2025 of Susan Nicosia, effective July 1, 2025

9. Award Bid - WWTP Improvements Project - Prospect Construction, Inc. and authorize City Manager to execute the agreements and documents

ORDINANCES / RESOLUTIONS:

10. Resolution # 1918 - Final Plat Approval - Rocky Top Cabins Subdivision

A RESOLUTION OF THE CITY COUNCIL OF COLUMBIA FALLS, MONTANA APPROVING THE FINAL PLAT OF ROCKY TOP CABINS SUBDIVISION A TWO LOT RESIDENTIAL SUBSEQUENT MINOR SUBDIVISION LOCATED AT 269 ROCKY LANE, FURTHER DESCRIBED AS PARCEL A, COS 21669 IN THE NE1/4 NE1/4 IN SECTION 7, TOWNSHIP 30 NORTH, RANGE 20 WEST, P.M.M., FLATHEAD COUNTY, MONTANA.

11. Resolution # 1919 - Resolution Authorizing City's Environmental Certifying Officer

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUMBIA FALLS, MONTANA, AUTHORIZING CALEB SOBCHAK, PUBLIC WORKS/PLANNING/GIS CLERK, FOR THE CITY OF COLUMBIA FALLS TO SERVE AS THE CITY'S ENVIRONMENTAL CERTIFYING OFFICER.

REPORTS / BUSINESS FROM MAYOR & COUNCIL

CITY MANAGER REPORT

CITY ATTORNEY REPORT

MISCELLANEOUS

12. Correspondence

ADJOURN

Next Scheduled Meetings:

City Council – Regular Meeting, **Monday, June 17, 2024**– 7:00 PM

Planning Board – TBD

Planning Commission - TBD

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* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
46005		3238 360 OFFICE SOLUTIONS	562.07						
		FINANCE LABEL CARTRIDGES FOR RESORT TAX							
	14084890	05/23/24 PRK- TRASHLINERS	131.66			1000 460400	220		101000
	14092230	05/28/24 FIN-LABEL CARTRIDGE(3)	32.97			1000 410500	210		101000
	14082570	05/22/24 FAC-HAND SOAP	66.92*			1000 411200	220		101000
	14021750	05/10/24 FAC-DISP HAND SOAP	99.82*			1000 411200	220		101000
	14082560	05/24/24 FAC-DISP HAND SOAP(5)	230.70*			1000 411200	220		101000
		Total for Vendor:	562.07						
45958		3112 406 CLEANING OF COLUMBIA FALLS	3,400.00						
	389	04/23/24 FAC-MAY JANITORIAL SERVICE	3,400.00			1000 411200	399		101000
		Total for Vendor:	3,400.00						
45961		999999 AMY BORGEN	39.77						
		ACCT WAS FINALED AND SHE HAD A CREDIT							
	07260-02	05/24/24 WTR-DEPOSIT REFUND BORGEN	39.77			5210 214010			101000
		Total for Vendor:	39.77						
45984		999999 AUTUMN SEELEY	148.63						
	052924	05/29/24 WTR DEPOSIT REFUND SEELEY	148.63			5210 214010			101000
		Total for Vendor:	148.63						
45959		2708 BULLITT COMMUNICATIONS	981.00						
		SETCOM HEADSETS INSTALL IN LADDER TRUCK							
	68799	05/21/24 FD-SETCOM INSTALL/PANEL/CABLE	981.00			1000 420400	390		101000
		Total for Vendor:	981.00						
45991		3028 CENTURYLINK - BUSINESS SERVICES	346.01						
	688686070	05/16/24 COMP-4/16/24-5/15/24	345.92			1000 410580	345		101000
	688783457	05/20/24 LONG DISTANCE	0.09			1000 410580	345		101000
		Total for Vendor:	346.01						
45969		14 CITY OF COLUMBIA FALLS	982.22						
	052424	05/24/24 FAC-4/18-5/17/24	113.14			1000 411200	342		101000
	052424	05/24/24 FD-4/18-5/17/24	35.68			1000 420400	342		101000
	052424	05/24/24 PRKS-4/18-5/17/24	329.42			1000 460400	342		101000

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	052424	05/24/24 STRS-4/18-5/17/24	98.00			2500 430200	342		101000
	052424	05/24/24 WTR-4/18-5/17/24	46.79			5210 430500	342		101000
	052424	05/24/24 SWR-4/18-5/17/24	81.26			5310 430600	342		101000
	052424	05/24/24 POOL-4/18-5/17/24	277.93			1000 460445	342		101000
		Total for Vendor:	982.22						
45971		990 COLUMBIA NURSERY & LANDSCAPE	720.00						
	84879	08/20/23 PRKS-SPRINKLER SPECIAL ORDER	720.00			1000 460400	240		101000
		Total for Vendor:	720.00						
45965		2943 CORE & MAIN LP	152.71						
	U874480	05/10/24 WTR-2"X6" REPAIR COUPLER	152.71			5210 430500	230		101000
		Total for Vendor:	152.71						
45979		438 FERGUSON WATERWORKS	4,841.77						
	0889784	05/17/24 WTR-10EA NON-PIT RADIOS	1,948.50			5210 430500	230		101000
	890188	05/28/24 WTR-HYDRANT PARTS	2,893.27			5210 430500	240		101000
		Total for Vendor:	4,841.77						
46007		3104 FIRST CALL COMPUTER SOLUTIONS,	1,800.00						
	97056	06/01/24 COMP-JUNE IT SERVICES	1,800.00			1000 410580	355		101000
		Total for Vendor:	1,800.00						
45968		1892 FLATHEAD COUNTY	75.00						
		KOSTER, DUSTIN							
		HOERNER ADDITION 1 L9 B1 173020							
	6313	05/15/24 OWNERSHIP LIST-KOSTER	75.00			1000 411000	390		101000
		Total for Vendor:	75.00						
45960		3075 FLATHEAD OIL	163.95						
	24-7921	05/22/24 SWR-EXTRA DUTY GEAR OIL	163.95			5310 430600	231		101000
		Total for Vendor:	163.95						
45963		3113 GLOBAL ARCHIVES INC	166.32						
	2023983	05/25/24 WTR-MONTHLY STORAGE AS BUILTS	83.16*			5210 430500	363		101000
	2023983	05/25/24 SWR-MONTHLY STORAGE AS BUILTS	83.16*			5310 430600	363		101000
		Total for Vendor:	166.32						

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45973		1455 GRAINGER	487.89						
	9117436155	05/14/24 SWR-1550 RPM MOTOR 115V	487.89			5310 430600	240		101000
		Total for Vendor:	487.89						
45985		2806 HANSON'S HARDWARE	168.87						
	610727	05/29/24 SWR-MISC SCREWS	0.85			5310 430600	240		101000
	610545	05/17/24 PRK-1" HOLE STRAP	5.94			1000 460400	240		101000
	610604	05/21/24 WTR- CONCRETE MIX	47.94			5210 430500	240		101000
	610693	05/27/24 SWR-POLY FPT ELBOW	6.28			5310 430600	240		101000
	610696	05/27/24 SWR-MISC SCREWS	2.08			5310 430600	240		101000
	610528	05/16/24 WTR-3/16" PROOF CHAIN	23.92			5210 430500	220		101000
	610529	05/16/24 PRK-IRRIGATION REPAIR	81.86			1000 460400	240		101000
		Total for Vendor:	168.87						
45972		1659 HIGH COUNTRY LINEN SUPPLY	273.30						
	0593108	05/20/24 FAC-CITY HALL, POLC, CRT, FIN	236.56			1000 411200	224		101000
	0593109	05/20/24 FAC-FIRE HALL	36.74			1000 411200	224		101000
		Total for Vendor:	273.30						
45964		3248 HOFFENBACKERS DISCOUNT FLOORS	9,356.10						
		CARPET FOR CITY MANAGERS OFFICE							
		CARPET FOR POLICE DEPARTMENT							
	2290	05/14/24 FAC-PD NEW CARPET/50% PAYMENT	7,445.00			1000 411200	366		101000
	2289	05/14/24 FAC-MNGRS OFFICE CARPET/50%	1,911.10			1000 411200	366		101000
		Total for Vendor:	9,356.10						
45974		2835 INTERNATIONAL CODE COUNCIL	160.00						
	Q15.21364	04/16/24 BLDG-GOV MEMBERSHIP TO 5/20	160.00*			2394 420500	335		101000
		Total for Vendor:	160.00						
45975		3004 JIFFY LUBE	220.24						
	244339553	05/22/24 FD- 2014 FORD OIL CHANGE	145.57			1000 420400	361		101000
	244339664	05/30/24 FD-461 OIL CHANGE	74.67			1000 420400	361		101000
		Total for Vendor:	220.24						

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Claim/	Check	Vendor #/Name/	Document \$/	Disc \$							Cash
		Invoice #/Inv Date/Description	Line \$		PO #	Fund	Org	Acct	Object	Proj	Account
45976		1504 KALISPELL COPY CENTER	95.94								
	255096	05/17/24 WTR-SAFETY VEST (6)	95.94			2500		430200	220		101000
		Total for Vendor:	95.94								
45986		2316 KOIS BROTHERS EQUIPMENT CO	442.67								
	132678	05/15/24 SWR-ALUMINUM TUBE	442.67			5310		430600	232		101000
		Total for Vendor:	442.67								
45987		3140 KUBWATER RESOURCES, INC	6,626.77								
	12442	05/20/24 SWR-DEWATERING POLY	6,626.77			5310		430600	221		101000
		Total for Vendor:	6,626.77								
45967		2590 L.N. CURTIS & SONS	6,105.10								
	INV824820	05/16/24 FD-SCBAS FLOW TESTING 22EA	3,881.00*			1000		420400	394		101000
	INV824877	05/16/24 FD-ANNUAL SRVE TEST COMPRES	2,224.10			1000		420400	360		101000
		Total for Vendor:	6,105.10								
45981		3215 MCLAUCHLIN ENTERPRISE, LLC	593.27								
	1231	05/20/24 SWR-DYED DIESEL/DELIVERY	529.42			5310		430600	231		101000
	1231	05/24/24 WTR-DYED DIESEL/DELIVERY	63.85			5210		430500	231		101000
		Total for Vendor:	593.27								
46004		3213 MONTANA FENCE	4,484.00								
	053024	05/30/24 PRKS-KREK RIVERSIDE FENCE 50%	4,484.00			1000		460400	930		101000
		Total for Vendor:	4,484.00								
45989		2305 MOTOROLA SOLUTIONS, INC.	325.05								
	1411141108	05/12/24 PD-EVIDENCE LIBRARY 24/25	325.05		8061	1000		420100	355		101000
		Total for Vendor:	325.05								
45990		1247 MURDOCH'S RANCH & HOME	66.98								
	48194	05/20/24 POOL-SM ENGINE FUEL	26.99			1000		460445	220		101000
	49024	05/29/24 FD- 5 GAL GAS CAN	39.99			1000		420400	220		101000
		Total for Vendor:	66.98								

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45994		52 NAPA AUTO PARTS	294.32						
	082326	05/22/24 SWR-OIL AND FILTER	73.56			5310 430600	232		101000
	081764	05/16/24 SWR-NON DETER	39.48			5310 430600	231		101000
	082230	05/21/24 SWR-CARGO CARRIER/TLBX	168.79			5310 430600	232		101000
	082231	05/21/24 SWR-TUB O TOWELS	12.49*			5310 430600	220		101000
		Total for Vendor:	294.32						
45978		908 NEWMAN SIGNS, INC.	153.87						
	053949	05/17/24 STRS-16 TRAFFIC SIGNS	153.87*			2500 430200	242		101000
		Total for Vendor:	153.87						
45977		2168 NORTH CENTRAL LABORATORIES	45.25						
	503690	05/10/24 SWR-BUFFER SOLUTION	45.25*			5310 430600	222		101000
		Total for Vendor:	45.25						
45992		2002 NORTHWEST PARTS & EQUIPMENT &	9.02						
	C337966	05/28/24 SWR- HEX/CLOSE NIPPLE	4.02			5310 430600	240		101000
	C337908	05/24/24 SWR- O RING	5.00			5310 430600	240		101000
		Total for Vendor:	9.02						
45997		2816 O'REILLY AUTO PARTS	25.46						
	474349	05/16/24 SWR-FUNNEL/DRAIN PAN	6.48			5310 430600	240		101000
	474602	05/18/24 PD-160ZPROTECT(2)	18.98			1000 420100	220		101000
		Total for Vendor:	25.46						
45980		3085 ORTHOPEDIC REHAB INC	400.00						
	93677	05/21/24 WTR-PRE SCRIN-DZUIK	200.00			5210 430500	399		101000
	93677	05/21/24 SWR- PRE SCRIN- SCHULP	200.00			5310 430600	399		101000
		Total for Vendor:	400.00						
46001		801 PACIFIC STEEL & RECYCLING	7.50						
	8678715	04/09/24 STR- 1' SQ CAPS/TUBE	7.50*			2500 430200	242		101000
		Total for Vendor:	7.50						

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45993		2769 RESPONSE EQUIPMENT SPECIALISTS,	421.86						
	6444	05/16/24 PD-OIL FILTER/CHANGE 2016 FORD	142.42*			1000 420100	361		101000
	6440	05/14/24 PD-OIL FILTER/CHG 2020 DODGE	134.17*			1000 420100	361		101000
	6442	05/14/24 PD-OIL FILTER/CHG 2022 DODGE	145.27*			1000 420100	361		101000
		Total for Vendor:	421.86						
45996		1042 SANDS SURVEYING, INC.	2,073.75						
	38583	05/31/24 P/Z-ROUTINE SRVS 4/18-5/20	2,073.75			1000 411000	399		101000
		Total for Vendor:	2,073.75						
45970		999999 SKYLAR EBERHART	3,990.00						
	29	2ND ST W							
	1201	05/29/24 4' CEDAR FENCE INSTALL	3,990.00			1000 410100	399		101000
		Total for Vendor:	3,990.00						
45966		3214 STALKER RADAR	1,775.00						
		PATROL COUNTING UNIT/PATROL ATTENA/REMOTE CONTROL/TUNING FORKS/ANTENNA CABLES/CABLE KIT/PATROL MANUAL/MOUNTED RADAR/36 MONTH WARRANTY							
	438458	05/17/24 PD- PATROL EQUIPMENT/ANTENNA	1,775.00			4020 420100	940		101000
		Total for Vendor:	1,775.00						
46000		1653 SUPER 1 FOODS	41.64						
	2684254	05/29/24 FD- DISH SOAP/GLASS CLEANER	12.76			1000 420400	220		101000
	2675082	05/20/24 SWR- WATER	25.20*			5310 430600	222		101000
	3520062	04/25/24 PRK-WATER	3.68			1000 460400	220		101000
		Total for Vendor:	41.64						
46008		2699 THE MAIL ROOM, INC	782.38						
		INVOICE #D119887 & D120021							
	D119887	05/13/24 PD-MAIL SRVS 4/29-5/9/24	12.64			1000 420100	310		101000
	D119887	05/13/24 FIN-MAIL SRVS 4/29-5/9/24	16.58*			1000 410500	310		101000
	D119887	05/13/24 WTR-MAIL SRVS 4/29-5/9/24	180.95			5210 430500	310		101000
	D119887	05/13/24 SWR-MAIL SRVS 4/29-5/9/24	180.95			5310 430600	310		101000
	D119887	05/13/24 CRT-MAIL SRVS 4/29-5/9/24	67.30			1000 410360	310		101000
	D119887	05/13/24 PLN-MAIL SRVS 4/29-5/9/24	69.16			1000 411000	310		101000
	D119887	05/13/24 FD-MAIL SRVS 4/29-5/9/24	0.65			1000 420400	310		101000

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	D120021	05/27/24 PD-MAIL SRVS 5/13-5/24/24	10.74			1000 420100	310		101000
	D120021	05/27/24 FIN-MAIL SRVS 5/13-5/24/24	21.75*			1000 410500	310		101000
	D120021	05/27/24 WTR-MAIL SRVS 5/13-5/24/24	63.73			5210 430500	310		101000
	D120021	05/27/24 SWR-MAIL SRVS 5/13-5/24/24	63.73			5310 430600	310		101000
	D120021	05/24/24 CRT-MAIL SRVS 5/13-5/24/24	72.62			1000 410360	310		101000
	D120021	05/24/24 PLN-MAIL SRV 5/13-5/24/24	21.58			1000 411000	310		101000
		Total for Vendor:	782.38						
46006		1623 THE UPS STORE #4515	38.58						
	021867	05/28/24 PD-EVIDENCE SHIPPING	12.67			1000 420100	310		101000
	21345	04/27/24 PD-EVIDENCE SHIPPING	6.62			1000 420100	310		101000
	20954	04/03/24 PD-EVIDENCE SHIPPING	6.62			1000 420100	310		101000
	20984	04/05/24 PD-EVIDENCE SHIPPING	12.67			1000 420100	310		101000
		Total for Vendor:	38.58						
45983		1295 U.S. BANK - SPA LOCKBOX CM9695	59,617.50						
2009 B SEWER,	2009 C SEWER,	2005 WATER AND 2020 WATER							
	2592387	05/23/24 SWR-2009 B SEWER PRINCIPAL	9,000.00			5310 490215	610		101000
	2592387	05/23/24 SWR-2009 B SEWER INTEREST	390.00			5310 490215	620		101000
	2592388	05/23/24 SWR-2009 C SEWER PRINCIPAL	11,000.00			5310 490215	610		101000
	2592388	05/23/24 SWR-2009 C SEWER INTEREST	2,460.00			5310 490215	620		101000
	2592558	05/23/24 WTR-2005 WATER PRINCIPAL	15,000.00			5210 490210	610		101000
	2592558	05/23/24 WTR-2005 WATER INTEREST	517.50			5210 490210	620		101000
	2592559	05/23/24 WTR-2020 WATER PRINCIPAL	14,000.00			5210 490220	610		101000
	2592559	05/23/24 WTR-2020 WATER INTEREST	7,250.00			5210 490220	620		101000
		Total for Vendor:	59,617.50						
45998		2649 WARD DIESEL FILTER SYSTEMS	1,070.00						
FEMA GRANT									
	7091	05/20/24 FD-431/457 FILTER REPLACEMENT	1,070.00		20006	1000 420400	361		101000
		Total for Vendor:	1,070.00						
46002		84 WESTERN BUILDING CENTER	185.04						
	41838614	05/29/24 SWR- 1/4" BRASS TEE	7.49			5310 430600	240		101000
	41819791	05/16/24 PRK- COUPLING/ELBOWS	9.97			1000 460400	240		101000
	41818972	05/16/24 PRK- UNION/NIPPLE/ELBOWS	54.92			1000 460400	240		101000
	41823791	05/20/24 SWR-ASSORTED FASTENERS	1.60			5310 430600	240		101000

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Report ID: AP100V

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
	41828619	05/22/24 SWR-HAND NUT DRIVER	7.49*			5310 430600	220		101000
	41828771	05/22/24 POOL-ASSORTED FASTENERS	0.63			1000 460445	240		101000
	41829315	05/22/24 POOL-BRASS PLUG	7.73			1000 460445	240		101000
	4182955	05/22/24 POOL-VALVE SHARKBITE	25.28			1000 460445	240		101000
	41828765	05/22/24 POOL-SHARKBITE ADAPTER	31.06			1000 460445	240		101000
	41830510	05/23/24 POOL-ANCHOR VYNIL	8.39			1000 460445	240		101000
	41832419	05/24/24 STR-18 GALV NARROW STPL	13.49			2500 430200	220		101000
	41785580	04/26/24 FAC-SHOVEL 28" HANDLE	16.99			1000 411200	212		101000
		Total for Vendor:	185.04						
45999		3249 WESTERN WEED CONTROL	300.00						
	2530	05/10/24 FD-STA 42 WEED CONTROL	300.00			1000 420400	399		101000
		Total for Vendor:	300.00						
46003		3250 Z&Z SEAL COATING INC	49,285.55						
	052324	05/23/24 CRACK SEAL PROJECT	49,285.55			2820 430200	399		101000
		Total for Vendor:	49,285.55						
		# of Claims	47	Total:	164,302.35	# of Vendors	47		

05/31/24
15:02:34

CITY OF COLUMBIA FALLS
Fund Summary for Claims
For the Accounting Period: 5/24

Page: 9 of 10
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Fund/Account	Amount
1000 GENERAL FUND	
101000 CASH/CASH EQUIVALENTS	37,936.42
2394 BUILDING CODE ENFORCEMENT FUND	
101000 CASH/CASH EQUIVALENTS	160.00
2500 SPECIAL STREET MAINTENANCE DISTRICT FUND	
101000 CASH/CASH EQUIVALENTS	368.80
2820 GAS TAX FUND	
101000 CASH/CASH EQUIVALENTS	49,285.55
4020 CAPITAL PROJECTS FUND - General	
101000 CASH/CASH EQUIVALENTS	1,775.00
5210 WATER ENTERPRISE FUND	
101000 CASH/CASH EQUIVALENTS	42,660.72
5310 SEWER ENTERPRISE FUND	
101000 CASH/CASH EQUIVALENTS	32,115.86
Total:	164,302.35

05/31/24
15:02:34

CITY OF COLUMBIA FALLS
Claim Approval Signature Page
For the Accounting Period: 5 / 24

Page: 10 of 10
Report ID: AP100A

Council Meeting Date: 06/03/24

Claims Submitted to Council: \$ 164,302.35

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

Prepared By: Shawn Bates, Finance Director

S. Bates

Approved by Susan M. Nicosia, City Manager

S. Nicosia

City Council to Approve by motion on consent agenda

These claims include the following large claims:

MT Fence (Kreck Park) \$4,484.

Z and Z Crack Filling \$49,285.55

US Bank wtr/swr Revenue Bonds \$59,617.50

05/23/24
17:39:28

CITY OF COLUMBIA FALLS
Payroll Summary For Payrolls from 05/24/24 to 05/24/24

Page: 1 of 3
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Total for Payroll Checks

	Employee -----	Employer -----	Amount -----
ADDL HOURS (Additional)	0.00		1,003.01
COMA HOURS (Comp Time Accumulated)	52.50		
COMP HOURS (Comp Time Used)	2.50		68.13
J001 HOURS (CLOTH ALLOW)	0.00		487.50
OTHE HOURS (Other Time Used)	80.00		3,329.60
OVER HOURS (Overtime)	46.00		2,163.11
OVTD HOURS (STEP overtime)	4.00		154.50
REG HOURS (Regular Time)	2,621.75		80,021.41
SHFN HOURS (Shift B)	347.00		694.00
SICK HOURS (Sick Time)	47.50		1,915.29
VACA HOURS (Vacation Time Used)	140.50		4,738.66
VOLN HOURS (Not in use)	26.00		1,300.00
GROSS PAY	94,575.21	0.00	
NET PAY	65,249.27	0.00	
NET PAY (CHECKS)	337.80		
NET PAY (DIRECT DEPOSIT)	64,911.47		
AFLAC-POSTTAX	86.97	0.00	
AFLAC-PRETAX	165.04	0.00	
CFP ASSOCIATION	200.00	0.00	
CHILD SUPPORT P	206.76	0.00	
CITY OF CF ELEC	1,948.00	0.00	
CITY OF COLUMBI	20.00	0.00	
FIT	7,304.03	0.00	
FLEX ALLEGIANCE	649.00	20.00	
FOP	450.00	0.00	
HEALTHINS/PRE	2,976.88	24,890.90	
MEDICARE	1,313.58	1,313.58	
MT ST FIRE ASSO	105.74	0.00	
NATIONWIDE/CITY	0.00	1,755.49	
NATIONWIDE/EMP	238.33	0.00	
P.E.R.S.	3,825.76	4,392.36	
PERS RETIREE	0.00	97.96	
PERS/FURS	1,131.42	1,518.44	
PERS/POLICE	2,750.65	4,404.08	
SIT	2,420.00	0.00	
SOCIAL SECURITY	3,093.73	3,093.73	
TEAMSTERS DUES	297.00	0.00	
UNEMPL. INSUR.	0.00	417.99	
UNUM LIFE INS.	143.05	0.00	
WORKERS' COMP	0.00	3,011.39	
CHARLES SCHWAB	1,728.39	0.00	
FIRST INTERSTAT	1,155.05	0.00	
FREEDOM BANK	3,742.93	0.00	
GLACIER BANK KA	7,927.05	0.00	
GLACIER BANK MS	2,948.67	0.00	
GLACIER BANK/CF	19,875.74	0.00	
GLACIER BANK/WF	2,630.75	0.00	
NAVY FEDERAL CR	1,788.67	0.00	

May 24, 2024
Payroll
\$164,782.43
Bawb Sealand

05/23/24
17:39:28

CITY OF COLUMBIA FALLS
Payroll Summary For Payrolls from 05/24/24 to 05/24/24

Page: 2 of 3
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PARKSIDE CR U	6,825.50	0.00
REGIONS BANK	1,912.49	0.00
STOCKMAN BANK	1,086.44	0.00
USAA FEDERAL	1,435.02	0.00
USBANK.	803.65	0.00
WELLS FARGO	2,364.46	0.00
WELLS FARGO, TX	1,509.63	0.00
WFISH CR UNION	7,177.03	0.00
FIT/SIT BASE	80,890.13	0.00
MEDICARE BASE	90,591.78	0.00
PERS BASE	90,644.01	0.00
SOC SEC BASE	49,898.99	0.00
UN BASE	92,887.71	0.00
WC BASE	94,615.18	0.00

Total 44,915.92
Total Payroll Expense (Gross Pay + Employer Contributions): 139,491.13
*** PAYROLL REGISTER + VOLUNTEER PAYROLL REGISTER = PAYROLL SUMMARY ***

Check Summary

Payroll Checks Prev. Out. \$6,944.19
Payroll Checks Issued \$60,144.64
Payroll Checks Redeemed \$5,614.90
Payroll Checks Outstanding \$61,473.93
Electronic Checks \$104,637.79

Deductions Accrued	Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
-----	-----	-----	-----	-----
Social Security 6187.46		6187.46		212260
Medicare 2627.16		2627.16		212260
P.E.R.S. 8218.12		8218.12		212270
Unempl. Insur. 417.99	1697.30		2115.29	212210
Workers' Comp 3011.39	11627.22		14638.61	212220
FIT 7304.03		7304.03		212260
SIT 2420.00		2420.00		212260
AFLAC-PRETAX 165.04	165.04	330.08		212230
NATIONWIDE/EMP 238.33		238.33		212280
Teamsters dues 297.00	297.00	594.00		212310
PERS/Police 7154.73		7154.73		212240
NATIONWIDE/CITY 1755.49		1755.49		212280
AFLAC-POSTTAX 86.97	86.97	173.94		212230
PERS/FURS 2649.86		2649.86		212275
MT ST FIRE ASSO 105.74		105.74		212315
HEALTHINS/PRE 27867.78	27443.66	55896.40	-584.96	212400
CITY OF COLUMBI 20.00		20.00		212450
UNUM LIFE INS. 143.05	143.05	286.10		212400
FLEX ALLEGIANCE 669.00		669.00		212285
CHILD SUPPORT P 206.76		206.76		212330
CFP ASSOCIATION 200.00		200.00		212325
FOP 450.00		450.00		212335
CITY OF CF ELEC 1948.00		1948.00		212450
PERS RETIREE 97.96		97.96		212270

05/23/24
17:39:28

CITY OF COLUMBIA FALLS
Payroll Summary For Payrolls from 05/24/24 to 05/24/24

Page: 3 of 3
Report ID: P130

Total Ded.	74241.86	41460.24	99533.16	16168.94
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**** Carried Forward column only correct if report run for current period.

CITY OF COLUMBIA FALLS
CITY COUNCIL REGULAR MEETING- MINUTES
HELD MAY 20, 2024

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

ROLL CALL: Councilor King, Councilor Lovering, Councilor Robinson, Councilor Shepard, and Mayor Barnhart.
 Absent: Councilor Price and Councilor Piper
 Also present: City Manager Nicosia, City Clerk Staal and Police Chief Peters.

PLEDGE OF ALLEGIANCE

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

CONSENT AGENDA: Councilor King made motion to approve the consent agenda noting all claims appeared to be in order, seconded by Councilor Shepard with council voting as follows. Ayes: Robinson, Shepard, King, Lovering and Barnhart.

Approval of May 20, 2025, Claims - \$399,442.95

Approval of May 10, 2024, Payroll Claims - \$105,531.83

Approval of May 6, 2024, Special Payroll Claim - \$1,447.26

Approval of Regular Council Meeting Minutes - May 6, 2024

Approve Change Order # 3 - 12th Ave West - Sandry Construction (Cancels remaining contract items) and authorize City Manager to execute.

Approve Change Order # 1 - Sidewalk and Improvement Project - Knife River and authorize City Manager to execute.

PRESENTATION:

Local Government Review/Study Commission - June Ballot

City Manager Nicosia reported that the Local Government review question is on the June election ballot. The local government review is constitutionally required every 10 years as in Article XI, Section 9 of the 1972 Montana Constitution therefore the City Council was required to put the question before voters on whether the citizens would like a review. Election Day is June 4, 2024.

This is an opportunity for citizens to review their city's powers and form of government and to make recommendations for changes to their structure of government. The study does not include personnel, fees, taxes, etc. noted Nicosia.

If a majority of voters say no, the process ends. If a majority of voters say yes, a three-member commission will be elected in November to examine and submit recommendations to the public. The commission would begin work in 2025 and in 2026 the voters accept or reject the commission's recommendations.

As calculated for the ballot, the cost of the study commission would not exceed \$55,000, funded by a permissive levy. The City would incur additional costs paid for out of the General Fund for support of the commission. Nicosia noted that the Flathead County Election website reported that all Columbia Falls precincts will vote at the Senior Center on Nucleus Avenue.

UNFINISHED BUSINESS:**Review of Development Proposal - RR Street Property**

The Parks Committee met on Tuesday, May 14, 2024, and reviewed the proposed development plan for Habitat Housing on the RR Street Property. The Committee is recommending approval of moving forward with the Planning/Zoning actions that are required for the proposed development. The Parks Committee preferred option 3, substantial parkland development on the west side with seven housing units on the east side. The question for the council is do you want to move forward with the necessary planning and zoning actions. It does take a Growth Policy map amendment, a subdivision plat and zone change.

Councilor Lovering noted the park area is shown as a concept and would not include a water feature, but the size is accurate.

Mayor asked if they are single family homes. Nicosia said yes, they will be built as townhomes with a yard and a shared common wall but all on individual lots.

Mayor Barnhart asked when they develop the park are they going to put in parking for the neighborhood or is it a private park. City Manager Nicosia said it is not a private park, it would be a public park with typical park amenities and the parking, whether on street or as developed will be addressed; Nicosia noted that the street is a full 70' width.

Councilor Lovering motioned to move forward with the proposed plan, seconded by Councilor Robinson with council voting as follows. Ayes: Shepard, King, Lovering and Robinson. Noes: Barnhart.

NEW BUSINESS:**Adopt 2025 FY City-Share Health Insurance Premiums**

Mayor Barnhart asked how many times health insurance has increased in the last 5 years; from his recollection it would be about 25%.

City Manager Nicosia said the insurance premiums have increased nine percent for the last two years; along with prior increases of 7 percent and 5.5 percent. Staff looked at this increase in terms of dollars; we can put money into insurance without paying the fringe benefits on employee wage increase. With this proposal the city is paying 89.68 % and the employees paying 10.3%. This is the recommendation from the insurance committee consisting of Teamster representative Matt Cox, FOP representative Craig McConnell, non-union representative Barb Staaland and City Manager Nicosia.

Councilor Shepard motioned to adopt the 2025 FY city share health insurance premiums, seconded by Councilor Robinson and the motion carried unanimously.

Review of City's 2023 Water Consumer Confidence Report (CCR)

City Manager Nicosia said every year by June the City must publish the Consumer Confidence Report. The bottom line is the City's water meets or exceeds the federal and state requirements. The City has no failed samples and will continue routine testing along with the additional testing requested by the City Council due to the City's proximity to CFAC. Once approved by DEQ, this report will be posted in the newspaper, on the City's bulletin board and on the City website. Nicosia reviewed the annual report with the Mayor and Council.

ORDINANCES / RESOLUTIONS:

Resolution # 1916 - A Resolution of the City Council of Columbia Falls, Montana Establishing Fees for the Use of the City's Pool for the 2024 Season

City Manager Nicosia said the Parks and Pool Committee reviewed the pool use and lesson fees. Staff recommends raising the swim lesson fees to \$40 in city and \$50 out of city, a repeat class is \$30 in city and \$38 out of city. The committee agreed to eliminate private lessons. Lesson sign-up will provide for Columbia Falls residents (within CFHS boundary) to have a priority sign-up schedule.

Councilor Robinson motioned to adopt Resolution # 1916, seconded by Councilor Shepard with council voting as follows. Ayes: King, Lovering, Robinson, Shepard, and Barnhart.

Resolution # 1917 - A Resolution of the City Council of the City of Columbia Falls, Montana Adopting the Columbia Falls Public Participation Plan

City Manager Nicosia said as required with the adoption of SB 382, the City Planning Commission held a public hearing on Thursday, May 9, 2024, and upon conclusion of the hearing, the Planning Commission recommended the adoption of the Columbia Falls Public Participation Plan by City Council.

Councilor Shepard asked how they are going to manage the Facebook disaster. Nicosia said there are many means and methods of communication, it may or may not include Facebook but other forms of social media. The City does not post official information on others Facebook pages. The City will post the adopted Public Participation Plan on the city website with the Planning and zoning documents. When the City hire consultants, they will utilize social media methods for communication.

Mayor Barnhart asked if the City Planning Commission should report to the Council monthly so the Council can be informed on upcoming projects. The City Manager said the Planning Commission operates in the same manner as the Planning Board; they will continue making recommendations to Council. The City Planning Commission meeting packets and minutes are on the City website. The City Planning Commission has no stand-alone authority to approve or deny; they only make recommendations to the Council. Nicosia noted that the council will approve the Growth Policy work plan as well as hiring any consultants for working on the required components including the housing study, and water and sewer preliminary engineering reports which will all require budget authority.

Councilor Shepard made motion to adopt Resolution # 1917, seconded by Councilor Lovering with council voting as follows. Ayes: Lovering, Robinson, Shepard, King, and Barnhart.

CITY MANAGER REPORT:

Solid Waste Board Appointment effective July 2024

City Manager Nicosia said the City Council will need to appoint a city representative to serve on the Solid Waste Board effective July 1, 2024, since she is the current representative. The meetings are on the fourth Tuesday of every month at 3:00 p.m. On the June 3rd agenda, Council will recommend a replacement and the letter of recommendation will then go the Flathead County commissioners for appointment.

Nicosia also reported that the water/sewer account changes are almost complete and, as noted on the claims report, the renter deposits have been refunded.

Nicosia also reported that the Raise Grant RFP for engineering is due Tuesday May 28, 2024. There were nine engineers representing seven different firms expressing interest. The Public Works committee will join city staff in reviewing the results.

Teamster and FOP wage openers are coming up this month, we meet on the 22nd with Teamsters and the 30th with FOP, reported Nicosia.

Nicosia noted that the City has not had a formal water and sewer rate study done in some time; we know the rates must increase. The cost of the study is based on the scope, i.e., utility rates, plant investment fees. Nicosia stated that it is better to have small incremental rate increases than a necessary large increase at one time. Nicosia noted that the Public Works Committee discussed at their meeting last week and concurred that a study is needed. Nicosia will put out an RFP for a rate study.

Nicosia reported she was recently awarded the 2024 University of Montana MPA Distinguished Alumni of the year. Nicosia said she was very honored and humbled to have received this recognition.

MISCELLANEOUS

Police Department - April Activity
Correspondence

ADJOURN: Councilor Lovering motioned to adjourn, seconded by Councilor Shepard and the meeting adjourned at 7:55 p.m.

Mayor

City Clerk

COLLECTIVE BARGAINING AGREEMENT

between

THE CITY OF COLUMBIA FALLS

and

TEAMSTERS UNION LOCAL No. 2



JULY 1, 2022 -JUNE 30, 2025

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LABOR AGREEMENT

TEAMSTERS UNION LOCAL NO. 2 and CITY OF COLUMBIA FALLS, MONTANA

This Agreement is made and entered into between Teamsters, Chauffeurs, Warehousemen and Helpers Union, Local No. 2, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers Union of America, hereinafter referred to as the "Union"; and the City of Columbia Falls, Montana, hereinafter referred to as the "City".

ARTICLE 1: MANAGEMENT RIGHTS AND BARGAINING UNIT

- A. Management Rights: All rights to manage the City's operations and to direct the work of the employees of the City are vested exclusively in the City, subject only to the limitations of this Agreement and Law.
- B. Work Protection: The City agrees that it will not employ part-time or casual employees to deprive regular employees of overtime on holidays, regular work days and for special events. This provision does not intend to obviate management rights to determine the number of or need for additional employees whenever they deem it necessary or expedient to supplement the regular work force.
- C. Recognition: The City recognizes the Union as the exclusive representative for all employees of the City's water, street, and sewer departments; excluding supervisors, guards, confidential employees, short-term, probationary and all other employees. Short-term employees shall not be used to reduce the schedule of permanent employees.

ARTICLE 2: UNION SECURITY

- A. The Union shall abide by all applicable laws with respect to membership. The amount of initiation fees or monthly dues shall be determined solely by the Union. The Union shall provide the City with a monthly invoice.

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

- B. Information: At the request of the Union, the City shall advise the Union of the names and dates of employment of new employees on the City's payroll.

- C. **Physical Examination:** Prior to commencing work, the prospective employee shall be required to pass a physical examination approved by the City by a medical doctor designated by the City. The cost of such examination, if required, shall be paid by the City.
- D. **Commercial Driver's License:** Employees who are required to obtain special driver's licenses (commercial driver's licenses) as a condition of their employment will be compensated by the City for the cost of such licenses.

ARTICLE 3: MAINTENANCE OF STANDARDS

All matters relating to wages, hours, fringe benefits, and other conditions of employment shall be maintained at not less than the highest standards in effect at the signing of this Agreement. The City agrees not to enter into any agreement or contract with the members of this bargaining unit, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE 4: UNION ACTIVITY

The City reserves the right to discharge any employee for just cause, provided however that no employee will be discharged or disciplined because of the employee's membership in a protected class or participation in lawfully protected union activities.

ARTICLE 5: HOURS OF WORK AND OVERTIME

- A. **Overtime:** All work performed in excess of eight hours in any day or forty hours in any work week shall be at the rate of time and one-half the employee's regular rate.
- B. **Schedule:** Normally, employees will be scheduled to work from 8:00 AM to 5:00 PM Monday through Friday, except for Sewer Plant employees and in cases of an emergency or extenuating circumstance. An earlier starting time may be allowed between the hours of 6:00 a.m. to 8:00 a.m. For as long as the City determines it to be productive, one or more employees may be assigned to a work week consisting of four ten-hour days. During such work weeks, overtime shall be paid only after 10 hours of work in any day or 40 hours in the work week. As much advance notice as is reasonably possible will be given on a change of a regular scheduled shift. This in no way restricts the City from changing shifts on a temporary basis to cover emergencies and extenuating circumstances.
- C. **Call Back:** Those called back to work or called out for work, will be paid time and one half (1 ½) hourly wage, for a minimum of three hours.
- D. **Preferential Assignment:** The City will make its best effort to employ bargaining unit members prior to nonmembers for snow removal and sanding operations or other conditions that may arise during the term of this Agreement.

- E. Higher Classification Pay: Employees working in a higher paid classification for more than four consecutive hours shall be compensated at the higher rate for all hours worked at the higher classification.
- F. Compensatory Time: The City may credit up to but not more than 160 hours of work over 40 in standard work weeks to compensatory time. Compensatory time is credited at time and one-half the hours worked over 40 in standard work weeks, and is available to use as time off with pay by the employee. The employee may use accumulated compensatory time credits with at least two weeks prior notice except in the case of an emergency or when such use would create an undue burden on the City. All requests shall be on the standard leave request form, and shall be submitted to the employee's immediate supervisor. The employee has the right to preserve compensatory time credits. Should the employee have credits remaining upon termination, he/she shall be paid in cash for all such time at his/her regular rate of pay at the time of termination. The City may cash out any or all compensatory time credits on or about January 1 and/or July 1 of each year.

ARTICLE 6: LEAVE OF ABSENCE

Leaves of absence shall be regulated and determined by state and federal law. Maternity leave shall be granted in accordance with Sections 49-2-310 and 311, MCA. When on leave of absence, an employee may maintain existing medical and life insurance at his/her own expense subject to any City contribution that may be required by law.

ARTICLE 7: SICK LEAVE

- A. Sick leave shall be granted in accordance with state law, Section 2-18-618, MCA which shall be controlling in the event of a conflict with any provision in this Agreement.
- B. Use: Subject to approval of the Department Head, the employee may take sick leave, aside from personal illness, for the following reasons.
1. Serious affliction of one of the employee's immediate family requiring the employee's presence (not to exceed five days per occurrence);
 2. Death in the employee's immediate family (not to exceed five days per occurrence);
 3. Attendance at the funeral of a fellow City of Columbia Falls employee or attendance at the funeral of a close personal friend. However, the use of sick leave for funerals in this paragraph shall not exceed four hours per funeral or eight hours per month.
 4. The immediate family consists of the employee's spouse, child, father, mother, brother, sister, grandparents, or guardian, or relative of employee's wife or husband in like degree.
- C. Donation: An employee of the City may, at his or her discretion, donate not more than 40 hours of his or her available sick leave credits to another City employee in any calendar year who is in need and has exhausted his or her own sick and annual leave due to the employee's personal illness. The sick leave donor must retain at least

40 hours sick leave in his or her personal bank after the donation. The aggregate of such sick leave that may be donated shall not exceed 90 days annually. Any donor shall notify the City Clerk/Payroll Officer on forms provided by the City of his or her intention to make such donation. The donor and recipient will need to notify the City Clerk/Payroll Officer of the requested sick leave transfer five working days before the pay day in order to have such credits applied for that pay period. Any unused sick leave shall be returned to the donor (or donors) on a prorated basis

- D. Family and Medical Leave: If Family and Medical Leave Act benefits are applicable, when an employee is absent for reasons that qualify under the FMLA, the City shall notify the employee in writing of the starting date of such leave and advise the employee of the rights under the Act and any additional requirements or responsibilities of the employee while on such leave. Employees shall use available sick leave concurrently and may use any other paid leave available after paid sick leave has been exhausted.

ARTICLE 8: HOLIDAYS

- A. Holidays: Employees shall have the following paid holidays per state law:

- | | |
|----------------------------------|--------------------------------|
| 1. New Year's Day | 7. Veterans Day |
| 2. President's Day | 8. Thanksgiving Day |
| 3. Martin Luther King's Birthday | 9. Friday after Thanksgiving |
| 4. Memorial Day | 10. Christmas Day |
| 5. Fourth of July | 11. Columbus Day |
| 6. Labor Day | 12. State General Election Day |

The actual calendar day on which a holiday occurs will be deemed that holiday for an employee who is scheduled or called in and works on such day. For all others a holiday which occurs on a Saturday shall be observed the preceding Friday, and a holiday which occurs on a Sunday shall be observed the following Monday.

- B. Compensation: To qualify for any holiday compensation, an employee must be in pay status on his or her last regularly scheduled working day immediately before the holiday or on his or her first regularly scheduled working day immediately after the holiday.
1. Holiday Pay: An employee will be paid for eight hours at his or her regular rate for each holiday, which shall be prorated for part-time employees based on the time worked during the work week in which the holiday occurs.
 2. Work a Holiday: An employee who is scheduled and works on a holiday will be paid time and one-half for all hours worked. When such work is not scheduled in advance, the employee will receive such pay for a minimum of three hours.
 3. Scheduled Day Off: An employee who is scheduled for a day off on a holiday

is entitled to receive a day off with pay either on the day preceding the holiday on another day following the holiday in the same pay period or as scheduled by the employee and the employee's supervisor, whichever allows a day off in addition to the employee's regularly scheduled days off.

- C. Leave During A Holiday: Should an employee be on authorized leave when a holiday occurs, that holiday shall not be charged against his/her leave.
- D. Employees working a four (4) ten (10) hour schedule shall be paid for ten (10) hours on any recognized Holiday that occurs during that schedule.

ARTICLE 9: VACATIONS

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

ARTICLE 10: SENIORITY

- A. Seniority: The seniority of employees shall be on a Department basis of employees covered by this Agreement. An employee shall not acquire seniority until he/she has been retained in the service of the City for at least sixty days, but after such time his/her seniority shall be computed from the first day of hire. In the event of layoffs due to a reduction in the work force, the employees with the least seniority shall be the first laid off, and the employees within their department shall be the first offered re-employment.
- B. Application of Seniority: All relative factors being equal such as ability, experience and competency, the principle of seniority shall prevail in layoffs, schedule of vacations, holidays and job openings or vacancies by the Public Works Department. Each department shall post a seniority list, and the City agrees to recognize the order of employment. When a vacancy occurs, the City agrees to post a list in all departments for five days (exclusive of Saturday and Sunday). During this time, the City may fill such job openings or vacancies by seniority.
- C. Layoff Rights: Current employees or employees on layoff may apply for new openings or vacancies in the Unit and the City shall have the final decision based on ability, education, training experience and seniority.
- D. Termination of Seniority: Seniority shall terminate if the employee is discharged for just cause, if the employee quits voluntarily, or if the employee fails to accept and report for work within ten work days after written notification.

ARTICLE 11: SAFETY

The City will continue to make every reasonable effort to provide safe and healthful conditions of work for all such employees and will continue to provide protective equipment in accordance with state and federal laws and regulations. Protective equipment required by law shall be provided without cost to the employee.

ARTICLE 12: PROBATION, DISCIPLINE AND DISCHARGE

- A. Probation: An employee will be deemed probationary during the first 2,080 hours actually worked since the last day of hire with the City, but not longer than one year.
- B. Discipline and Discharge:
 - 1. Just Cause: The City will not discipline or discharge a nonprobationary employee without just cause.
 - 2. Warnings: A warning letter will be removed from an employee's official personnel file six months from the date of the warning unless there is an ongoing problem. Documents so removed will be stored in a separate file in the personnel office and used only in support of future punitive action.

ARTICLE 13: GRIEVANCE PROCEDURE

- A. Definitions: An employee or the Union may file a grievance alleging the City's incorrect interpretation and/or application of any provision contained in this Agreement. However, an allegation of the violation of a statute or regulation shall be processed through the complaint procedure provided by such statute or regulation and not this procedure.
- B. Informal Discussion: Before proceeding to Step 1 of the grievance procedure, employees shall discuss any issues, acts, or incidents with their immediate supervisor and attempt to resolve such issues before they rise to the level of a formal grievance. Should such issues remain unresolved, based upon this discussion, the employee may then proceed to Step 1 of the formal grievance procedure.
- C. Procedure: In the settlement of a grievance under the terms of this Agreement, the following procedure shall be observed:

Step 1 - The employee shall present his/her grievance, in writing, on the form provided as Addendum A, to his/her immediate supervisor or department head not later than fourteen calendar days after the act or incident giving rise to the grievance occurred. The written grievance shall be signed by the grievant and Union shop steward or Business Representative.

Step 2 - If not later than fourteen calendar days from the date on which the grievance was presented to the supervisor or department head, the employee has not received what he/she considers to be a fair and satisfactory resolution to the grievance, he/she may, not later than seven calendar days thereafter, notify the City Manager of his/her grievance. In case of prolonged absence of the City Manager, as during vacation, the employee must notify the City Manager not later than seven calendar days from the City Manager's return.

Step 3- The City Manager will make an appointment with the employee (and his Union representative if the employee so requests) for a mutually convenient appointment and hear

the grievance not later than fourteen calendar days from the date on which notification the employee was received. Not later than seven calendar days after hearing the grievance, the City Manager will render a final decision in the case and inform the aggrieved employee of his decision.

- D. Default: If the grievance is not appealed to the next step within the specified time limits, it shall be considered settled on the basis of the City's answer, but such settlement shall not constitute a precedent in any other case. If a grievance is not answered by the City within the specified time limits, the Union may advance the grievance to the next step of the procedure in accordance with the applicable time limits.
- E. Time Limits: No grievance shall be considered unless each step has been taken within the time provided in this Article, unless mutually agreed to by both parties in writing.
- F. Written Form: All answers, appeals, extensions, referrals, and request for meetings pertaining to written grievances shall be in writing.
- G. Arbitration: Subject to the other provisions of this Agreement, a grievance as defined in Article 14 which has not been satisfactorily settled at Step 3 of the grievance procedure may be submitted by the Union, but not by an individual employee, to arbitration as set forth in this Article.
 - 1. Not later than seventeen calendar days of the receipt of the answer of the City Manager or his/her designee, the Union, if it desires to arbitrate the matter, shall give written notice to the City.
 - 2. Should the Union properly announce its decision to arbitrate the matter, the Union shall request the Montana Board of Personnel Appeals to furnish a list of seven names of arbitrators qualified to hear the dispute. The selection of a neutral arbitrator shall be determined by the alternate striking of names, the party to strike first shall be determined by lot.
 - 3. Unless otherwise agreed to by the City and the Union, the Arbitrator shall render his/her decision in writing. If such decision is in conformity with the powers granted the Arbitrator herein, it shall be final and binding upon the parties. The sole function of the Arbitrator shall be to interpret the express terms of this Agreement and apply them to the specific facts presented at the hearing. The arbitrator shall have no power or authority to change, amend, modify, ignore, add to, delete from, or otherwise alter this Agreement; nor to go beyond the issue raised by the original grievance, nor to determine a grievance the cause of which arose prior to the date of the execution of this Agreement.
 - 4. The expense of arbitration shall be equally borne by the parties to arbitration.
 - 5. It is the intention of the parties that this Article shall provide a peaceful method of adjusting grievances so that there shall be no suspension or interruption of normal operations as a result of such grievances. The parties shall act in good faith in proceeding to adjust grievances in accordance with the provisions of this Article. It is agreed that there shall be no work stoppage or lockouts pending the completion of the grievance procedure

ARTICLE 14: JURY AND WITNESS DUTY

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

ARTICLE 15: REPRESENTATIVES

The Union will designate to the City the names of those who are designated as stewards. An employee's right to representation shall be governed by Weingarten and its progeny. A copy of this Agreement may be posted in a conspicuous place at the City shop by the Union.

ARTICLE 16: WAGE SCHEDULES AND REGULATIONS

- A. Wage: Section B to this Agreement outlines the wage schedule for all employees of the City Public Works Department for the 2022-23 Fiscal Year. The City is proposing wage openers for the 2023-24 and 2024-25 Fiscal Years due to the current economic volatility.

B. Wage Schedule: July 1, 2022 through June 30, 2023:

Current year	TEAMSTERS															
22-23																
Grade	Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	
10 - Operator 1	20.43	20.84	21.26	21.68	22.11	22.56	23.01	23.47	23.94	24.42	24.90	25.40	25.91	26.43	26.96	
11- Operator 2	21.97	22.41	22.85	23.31	23.78	24.25	24.74	25.23	25.74	26.25	26.78	27.31	27.86	28.42	28.98	
12 -Operator 3	23.61	24.08	24.57	25.06	25.56	26.07	26.59	27.12	27.66	28.22	28.78	29.36	29.95	30.54	31.16	
13 - Lead	25.50	26.01	26.53	27.06	27.60	28.16	28.72	29.29	29.88	30.48	31.09	31.71	32.34	32.99	33.65	
Grade	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24	Step 25	Step 26	Step 27	Step 28	Step 29	Step 30
10 - Operator 1	27.50	28.05	28.61	29.18	29.76	30.36	30.96	31.58	32.22	32.86	33.52	34.19	34.87	35.57	36.28	37.01
11- Operator 2	29.56	30.16	30.76	31.37	32.00	32.64	33.29	33.96	34.64	35.33	36.04	36.76	37.50	38.24	39.01	39.79
12 - Operator 3	31.78	32.41	33.06	33.72	34.40	35.09	35.79	36.50	37.23	37.98	38.74	39.51	40.30	41.11	41.93	42.77
13 - Lead	34.32	35.01	35.71	36.42	37.15	37.90	38.65	39.43	40.21	41.02	41.84	42.68	43.53	44.40	45.29	46.19

Grade 10 - Operator 1

Grade 11 - Operator 2 – 5+ years of service or .25 CEC's**

Grade 12 - Operator 3 – 10+ years of service or .50 CEC's**

Grade 13 – Lead Operator

** All credits are approved in advance by the City Public Works Director and must directly relate to the operator's job description

Wage Schedule: July 1, 2023 through June 30, 2024:

23-24																
Grade	Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	
10 - Operator 1	21.45	21.88	22.32	22.76	23.22	23.68	24.16	24.64	25.13	25.64	26.15	26.67	27.21	27.75	28.30	
11- Operator 2	23.07	23.53	24.00	24.48	24.97	25.47	25.98	26.49	27.02	27.57	28.12	28.68	29.25	29.84	30.43	
12 -Operator 3	24.79	25.29	25.79	26.31	26.84	27.37	27.92	28.48	29.05	29.63	30.22	30.83	31.44	32.07	32.71	
13 - Lead	27.26	27.81	28.36	28.93	29.51	30.10	30.70	31.32	31.94	32.58	33.23	33.90	34.57	35.27	35.97	
Grade	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24	Step 25	Step 26	Step 27	Step 28	Step 29	Step 30
10 - Operator 1	28.87	29.45	30.04	30.64	31.25	31.88	32.51	33.16	33.83	34.50	35.19	35.90	36.61	37.35	38.09	38.86
11- Operator 2	31.04	31.66	32.30	32.94	33.60	34.27	34.96	35.66	36.37	37.10	37.84	38.60	39.37	40.16	40.96	41.78
12 - Operator 3	33.37	34.03	34.72	35.41	36.12	36.84	37.58	38.33	39.10	39.88	40.67	41.49	42.32	43.16	44.03	44.91
13 - Lead	36.69	37.42	38.17	38.94	39.72	40.51	41.32	42.15	42.99	43.85	44.73	45.62	46.53	47.46	48.41	49.38

Grade 10 - Operator 1

Grade 11 - Operator 2 – 5+ years of service

Grade 12 - Operator 3 – 10+ years of service

Grade 13 – Lead Operator

Wage Schedule: July 1, 2024 – June 30, 2025:

24-25																
Grade	Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	
10 - Operator 1	22.31	22.76	23.21	23.67	24.15	24.63	25.12	25.63	26.14	26.66	27.19	27.74	28.29	28.86	29.44	
11- Operator 2	23.99	24.47	24.96	25.46	25.97	26.48	27.01	27.55	28.11	28.67	29.24	29.83	30.42	31.03	31.65	
12 -Operator 3	25.78	26.30	26.83	27.36	27.91	28.47	29.04	29.62	30.21	30.81	31.43	32.06	32.70	33.35	34.02	
13 - Lead	28.35	28.92	29.50	30.09	30.69	31.30	31.93	32.57	33.22	33.88	34.56	35.25	35.96	36.68	37.41	
Grade	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24	Step 25	Step 26	Step 27	Step 28	Step 29	Step 30
10 - Operator 1	30.03	30.63	31.24	31.86	32.50	33.15	33.81	34.49	35.18	35.88	36.60	37.33	38.08	38.84	39.62	40.41
11- Operator 2	32.28	32.93	33.59	34.26	34.95	35.64	36.36	37.08	37.83	38.58	39.35	40.14	40.94	41.76	42.60	43.45
12 - Operator 3	34.70	35.40	36.10	36.83	37.56	38.31	39.08	39.86	40.66	41.47	42.30	43.15	44.01	44.89	45.79	46.70
13 - Lead	38.16	38.92	39.70	40.49	41.30	42.13	42.97	43.83	44.71	45.60	46.52	47.45	48.39	49.36	50.35	51.36

Grade 10 - Operator 1

Grade 11 - Operator 2 – 5+ years of service

Grade 12 - Operator 3 – 10+ years of service

Grade 13 – Lead Operator

C. Step Increases:

1. An annual increase shall be granted the year following a successful step increase, only with the written authorization of the City Manager, after a recommendation by the individual employee's department head to the City Manager. Such a recommendation shall be based solely upon the employee's meritorious performance of duties as documented by the employee's annual performance evaluation, and the length of satisfactory service shall not alone constitute the basis for an annual increase. Should the employee's evaluation not support a step increase, the department head and employee will prepare a plan of improvement and provide the plan to the City Manager. The employee will then be re-evaluated based on the plan of improvement, but not later than 3 months after the initial evaluation. If the employee's performance improves pursuant to the plan of improvement, the employee will receive the Step increase retroactively to the anniversary date.

See MOU dated October 2, 2023 for agreed upon amendments to this section

2. When an employee is promoted to a higher graded position, or if an employee's job description is regraded to a higher grade, the following rules shall apply. The effective date of such promotion or regrading shall establish a new anniversary date for step increases in 1 and 2, above.

- A. The newly graded employee will be granted a step wage amount that is three steps higher than the step wage amount paid at the former grade. The procedure for implementing the policy is as follows:

Rule 1: With the exception covered in Rule 2 and 3 the following procedure shall be used to determine the new pay amount for all positions:

- a. Within the current grade, find the nearest higher step amount to the current pay amount- this is Step 1.
- b. Step 3 is equal to the amount two steps above Step 1.
- c. Within the new grade, find the amount equal to the Step 3 amount or, if an equal amount is not present, then the nearest higher step amount above Step 3 amount, this is the new pay amount.

Rule 2: When the employee is still at entry level, no step has been earned and the pay amount is the entry pay amount in the new grade.

Rule 3: When the employee is closer than three steps from the end of the pay matrix the following procedure shall be used to determine the new pay amount:

- a. Within the new grade, find the nearest higher step amount to the current pay amount - this is Step 1.
- b. Step 3 is equal to the amount two steps above Step 1; this is the new pay amount.

3. New Employee:

- a. A step increase to Step 1 shall be granted a new employee after one year of employment, only with the written authorization of the City Manager, after a recommendation by the individual employee's department head to the City manager. Such a recommendation shall be based solely upon the employee's successful completion of probation and required training as documented by the employee's annual performance evaluation, and the length of satisfactory service shall not alone constitute the basis for this increase.

See Memorandum of Agreement amending this section as of October 2, 2023:

- b. At step one, the employee may request a grant of additional steps based upon experience or education attained prior to the current employment with this employer. Such additional steps may be granted only with the written authorization of the City Manager, after a recommendation by the individual employee's department head to the City manager.
 - (1) Such additional steps may be granted only if the following conditions are met in their entirety:
 - (a) The prior experience and/or education is shown on, or accompanying the job application submitted for the current employment;
 - (b) The prior experience and/or education is documented by the employee and verified in writing by the individual employee's department head;
 - (c) The prior experience and/or education is specifically related to the work described for the individual employee's current job description.
 - (2) The employee may be granted additional steps within one of the following limits:
 - (a) Two additional steps may be granted for prior experience that totals at least five years earned with, not more than two employers, within a period of six continuous years, or two additional steps may be granted for a maximum of one associate's degree earned by the employee from an accredited institution.
 - (b) Four additional steps may be granted for prior experience that totals at least ten years earned with, not more than

three employers, within a period of twelve continuous years or two additional steps may be granted for a maximum of one bachelor's degree earned by the employee from an accredited institution.

- D. **Special Shift:** When the City requires a special shift or perform outside the regular shift due to safety conditions, traffic, or other requirements, a temporary shift may be established between the Department Head and the employees. Employees on this temporary shift shall receive eight hours pay for eight consecutive hours worked (exclusive of meal period) and, in addition to their regular rate of pay, receive one dollar per hour premium pay. It is understood that the one dollar per hour premium pay will apply only to those hours worked outside the employee's regularly assigned shift.

ARTICLE 17: OTHER BENEFITS

A. Insurance:

1. For the period of this agreement, the City shall determine the insurance carrier and shall contribute up to the following amounts per month for each employee enrolled in the City's Medical Insurance Plan:

Single Coverage	\$ 704 (2024 – \$764) (2025 - \$827)
Employee/Spouse	\$1,405 (2024 - \$1,525) (2025 - \$1,651)
Employee/Children	\$1,237 (2024 \$1,341) (2025 - \$1,451)
Family Coverage	\$1,944 (2024 - \$2,110) (2025 - \$2,283)

An employee that provides proof of insurance will receive \$470, less applicable state or federal withholding, in the City's deferred compensation plan.

2. **Proration:** Each contribution shall be prorated based on the number of hours budgeted for that position for the next fiscal year.
3. **Changes:** An employee may make changes to his or her enrollment status during the open enrollment period or special enrollment periods established by the insurance carrier.
4. During the term of this agreement, the City shall determine the insurance carrier and the City's Contribution toward Medical Insurance Coverage. All City employees shall enjoy equal medical insurance coverage and contributions as recommended by a City-wide Insurance Committee to the City Council for final approval.

- B. **Meals and Lodging:** Meals and lodging will be paid in accordance with City policy. If City policy amounts are changed, these amounts will be changed for members of this bargaining unit.

C. Clothing Allowance:

1. **Allowance:** On or about each September 1, the City will provide each employee a uniform allowance, minus all deductibles. The City will recoup through a reduction of any payment due the employee a prorated amount of such allowance should an employee separate from the City within 12 months

the payment of an allowance.

September 1, 2022: \$ 925

September 1, 2023: \$ 975

September 1, 2024: \$ 1,025

2. Requirement: The City may specify what type of shirt, jacket and cap will be worn, and an employee's clothing will be kept clean and presentable. The City will provide all required patches and logos.
 3. Each probationary employee will receive a prorated uniform allowance based on 1/12 of the allowance for each whole month of employment between the start month and September 1st. The City will recoup through a reduction of any payment due to the employee a prorated amount of such allowance should a probationary employee separate from the City within 12 months of the payment of an allowance.
- D. Retirement: The City offers a VEBA program, per the provisions of City policy which may be modified from time to time by the City Council.
- E. Additional pay for certifications: Employees obtaining and maintaining certifications, licenses or endorsements, at the request of the City, above the required certifications in the adopted job description, shall receive a stipend of \$1,000. The stipends will be paid on or about September 1 with the clothing allowance. The City will recoup through a reduction of any payment due the employee a prorated amount of each stipend should an employee separate from the City within 12 months of the payment of a stipend.

ARTICLE 18: SAVINGS CLAUSE

The provisions of this Agreement are separable to the extent that if and when a court of last resort adjudges any provision of this Agreement in its applications between the City and the Union to be in conflict with any law, such decision shall not affect the validity of the remaining provisions of this Agreement. All remaining provisions shall continue in force and effect, provided further that in the event any provisions are so declared to be in conflict with a law, both parties shall meet within thirty calendar days for the purpose of renegotiating an agreement on the provision or provisions so invalidated.

ARTICLE 19: TERM OF AGREEMENT

- A. Term: This Agreement shall be in full force and effect from the date of ratification of this Agreement by the parties or July 1, 2022 through June 30, 2025 except for wage openers for the 2023-24 FY and the 2024-25 FY and any mutually agreed upon items. Should either party wish to renegotiate this Agreement, it shall give written notice of such intent to the other party not later than three (3) months prior to the date last written. The parties shall agree to a mutually acceptable meeting schedule upon receipt of the written notice.
- B. Notices: Notices as required by this Agreement shall be given by registered mail, postage prepaid, deposited in a United States post office in the State of Montana. Such notice of service thereof shall be complete for all purposes upon mailing as herein stipulated.

- C. Whole Agreement: It is mutually agreed that this contract sets forth the entire agreement between the parties and during the course of collective bargaining, each party had the unlimited right to offer, discuss, accept or reject proposals, and therefore, for the term of this contract, no further collective bargaining shall be had upon any provisions of this Agreement, nor upon any other subject of collective bargaining, unless by mutual consent of the parties hereto. This in no way restricts or prohibits the negotiation period during the term of the contract for renewal of the contract.

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

Date of Ratification: October 2, 2023

FOR THE CITY OF COLUMBIA FALLS:

City Manager

Attest:

City Clerk

FOR THE UNION:

Business Representative
Teamsters Union Local No. 2

ADDENDUM A - GRIEVANCE REPORT FORM

Item No.4.

Date: _____

Location: _____

Employer : _____

My Employer has violated the Agreement between Teamsters Union Local No. 2 and the above named

Employer in the following manner: _____

This violation applies to the following Articles and/or Sections of the Agreement _____

Relief Requested: _____

Date of violation: _____ Date Discussed with supervisor (Art. 13 B): _____

I affirm the above to be true and correct. Signature: _____

PRINTED Name: _____ Phone #: _____

Address/City/State/Zip _____

Note: Remember to include all facts including dates, times witnesses. Use reverse if additional space is needed.

COLLECTIVE BARGAINING AGREEMENT

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

July 1, 2022 - June 30, 2025

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

COLLECTIVE BARGAINING AGREEMENT

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

GENERAL PURPOSE OF THIS AGREEMENT

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

ARTICLE 1 - RECOGNITION

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

ARTICLE 2 - UNION MEMBERSHIP

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

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

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

ARTICLE 3 - EMPLOYEE GRIEVANCE PROCEDURE

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

may be granted paid release time to discuss a grievance during work hours at the discretion of the City.

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

Process:

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

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

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

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

ARTICLE 4 - HOURS OF WORK

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

ARTICLE 5 - MANAGEMENT PREROGATIVES

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

ARTICLE 6 - NO STRIKE

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

ARTICLE 7 - SCOPE OF AGREEMENT

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

ARTICLE 8 - SENIORITY

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

ARTICLE 9 - PROBATIONARY PERIOD

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

ARTICLE 10 - SALARY SCHEDULE, BENEFITS, INCENTIVES AND INSURANCE

- A. Wage: The attached addendum to this Agreement will be a salary schedule Addendum "A" which outlines the wage schedule for all employees of the City Police Department for the 2022-2023, 2023-2024, and the 2024-2025 fiscal year.
- B. Step Increases:
1. A step increase shall be granted each year, effective on the employee's anniversary date upon completion of the employee's annual performance evaluation.
 2. When an employee is promoted, the employee will be granted a Step wage amount at the same Step as the former grade. The employee will then progress up the scale on the employee's promotion anniversary date.
 3. Education and Experience Steps – Upon hire, the City may make placement on the salary schedule for additional steps for education and experience based on the following provisions:
 - (a) Two additional steps may be granted for prior experience that totals at least five years earned with, not more than two employers, within a period of six continuous years, or two additional steps may be granted for a maximum of one associate's degree earned by the employee from an accredited institution.
 - (b) Four additional steps may be granted for prior experience that totals at least ten years earned with, not more than three employers, within a period of twelve continuous years, or four additional steps may be granted for a maximum of one bachelor's degree earned by the employee from an accredited institution.
 4. New Education Steps:

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

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

If approved, the employee may elect to forego reimbursement and receive two (2)

steps for an Associate's Degree and four (4) steps for a Bachelor's degree.

C. Shift Differential:

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

1. Employees shall receive two dollars (\$2.00) per hour for all hours worked.

2. Overtime: When an employee works an overtime shift, they shall have this differential pay calculated at the rate of one and one-half times.

D. Overtime Compensation:

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

Sworn employees shall receive overtime pay at one and one-half (1½) times their rate of pay for all hours worked in excess of eighty-four (84) hours in a two-week pay period. If an employee's work day exceeds the 12-hour shift, the employee will receive one and one-half times (1 ½) the employee's regular rate of pay for the hours worked in excess of the 12-hours excluding training and qualification hours. It is agreed that the overtime hours paid under this provision will not count toward the 84 hour threshold. All overtime will be authorized in advance by the Chief of Police or his/her designee.

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

E. Call Out: Employees called out to work, except at times when such extends a regular work day, shall be paid for a minimum of three hours or the actual hours worked, whichever is greater, at a rate of 1 ½ times the regular rate of pay.

F. Meals and Lodging: The City will reimburse bargaining unit employees for expenses for travel which is authorized in advance by the Chief of Police. Expenses which may include mileage, meals and lodging will be reimbursed at rates as set by City Council.

G. Uniform Allowances:

1. Bullet Resistant Vests:
 - a. Newly Hired Officers: The City shall purchase a bullet resistant vest which shall remain the property of the City unless purchased by the employee for its fair market value. Employer shall purchase a Level II vest or higher including an exterior carrier as approved by the Police Chief.
 - b. Current Employees: The City will purchase a replacement of an Officer's vest, Level II or higher, including an exterior carrier as needed, as approved by the Police Chief, every five years or as needed through no fault of the Officer the vest becomes unusable and before the manufacturer's warranty expires.
2. Uniforms:
 - a. Newly Hired Employees: Each probationary employee will receive a prorated uniform allowance based on 1/12 of the allowance for each whole month of employment between the start month and September 1st. The City will recoup through a reduction of any payment due to the employee a prorated amount of such allowance should a probationary employee separate from the City within 12 months of the payment of an allowance.
 - b. Nonprobationary Employees: Not later than September 1 of each year, each nonprobationary employee will receive a uniform allowance, from which required withholdings will be made. Officers will receive \$1,200.00 per year.
 - c. Should an employee separate from the City prior to 12 months after receiving any such allowance, the City may obtain a prorated repayment through deduction from compensation due the employee. Should the City be required to take action to obtain such repayment, the cost of such action may be added to the prorated amount due. Employees shall promptly return all items issued by the City prior to the issuing of a final pay check.

- H. Training Officers: When specifically assigned by the Chief as a certified instructor, who provides training for Reserves and other employees shall be compensated \$1.50 per hour of time performing such assignment or preparing to perform such assignment.

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

- I. Retirement: The City offers a VEBA program, per the provisions of City policy which may be modified from time to time by the City Council.

- J. POST Certification: Upon receipt of appropriate evidence that an Officer has attained one of the following certifications from POST, the City will beginning with the Officer's next pay period apply the single stipend below which represents the Officer's level of certification:

Intermediate.....\$0.20 per hour
Advanced.....\$0.40 per hour

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

For the period of this agreement, the City shall determine the insurance carrier and shall contribute up to the following amounts per month for each employee enrolled in the City's Medical Insurance Plan:

Single Coverage	\$704 (23 FY)	\$764 (24 FY)	\$827 (25 FY)
Employee/spouse	\$1,405 (23 FY)	\$1,525 (24 FY)	\$1,651 (25 FY)
Employee/children	\$1,237 (23 FY)	\$1,341 (24 FY)	\$1,451 (25 FY)
Family Coverage	\$1,944 (23 FY)	\$2,110 (24 FY)	\$2,283 (25 FY)

An employee that provides proof of insurance will receive \$470 less applicable state or federal withholding, in the City's deferred compensation plan.

Changes:

a. Enrollment: An employee may make changes to his or her enrollment status during the enrollment period or special enrollment periods established by the insurance carrier.

b. During the term of this agreement the City shall determine the insurance carrier and the City's Contribution toward Medical Insurance Coverage. All City employees shall enjoy equal medical insurance coverage and contributions as recommended by a City-wide Insurance Committee to the City Council for final approval. Any change in carrier or benefits will be equal to or better than current coverage.

ARTICLE 11 - EMPLOYMENT CONDITIONS

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

- B. Personal Affairs: Each employee is required to manage his/her personal affairs, financial and otherwise, so as not to burden the City. Garnishment and/or assignments shall be handled by the City pursuant to law.
- C. Payroll Deductions: Each employee is required to sign a written authorization for payroll deductions for all monies owed to the City or to be submitted to any other person. Forms will be furnished by the City.
- D. Fidelity Bond: In the event the City desires to bond the employees, every employee is expected to furnish any and all information required by the bonding company when contacted.
- E. Driver's License: When an employee has his/her driver's license suspended, the City may suspend his/her employment for the period which the employee cannot legally operate a vehicle, provided the operation of a vehicle is essential to the performance of the employee's work assignment.
- F. Break in Service: A period of time in excess of five working days when the employee has served continuous employment. A break in service could result from a termination or resignation or could be an absence of more than five working days in a row without an approved leave of absence.

ARTICLE 12 - LEAVE OF ABSENCE

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

ARTICLE 13 - RESIGNATION, DISCIPLINE AND DISCHARGE

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

1. Provide due process by:

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

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

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

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

ARTICLE 14 - HOLIDAYS

A. The following holidays shall be granted without loss of pay, calculated at the employee's regular straight time rate of pay for classification of his/her work assignment as designated by his/her supervisor, to wit:

- 1. New Year's Day: January 1
- 2. President's Day: 3rd Monday in February
- 3. Memorial Day: Last Monday in May
- 4. Independence Day: July 4
- 5. Labor Day: 1st Monday in September
- 6. Columbus Day: 2nd Monday in October
- 7. Veterans Day: November 11
- 8. Thanksgiving Day: 4th Thursday in November
- 9. Friday after Thanksgiving in November
- 10. Christmas Day: December 25
- 11. Martin L. King's Birthday: 3rd Monday in January
- 12. State General Election Day

- B. If an employee works on a holiday, the employee shall be paid two and one-half (2 ½) times the employees pay for the hours the employee works. The employee, at his/her discretion may receive compensatory time.

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

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

ARTICLE 15 - VACATIONS

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

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

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

- B. Except in case of an emergency, the following time lines shall be honored:
1. Requests for use of annual leave after January 1st shall be submitted at least 15 calendar days in advance.
 2. The City will either grant or deny such requests within five calendar days of receipt of the request.
 3. Notice of cancellation by the City of previously approved annual leave shall be delivered as soon as possible. An employee may by written notice to the City cancel previously approved annual leave.
- C. Permanent part-time employees are entitled to prorated annual vacation benefits.
- D. Accumulation of Leave: Annual vacation leave may be accumulated to a total not to exceed two times the maximum number of days earned annually as of the last day of any calendar year.
- E. Separation from Service or Transfer to Other Departments: Cash for unused vacation leave. An employee who terminates his/her employment with the City for reasons not reflecting discredit on him/her-self shall be entitled upon the date of such termination to cash compensation for unused vacation leave assuming the employee worked the qualifying period set forth in the paragraphs above. However, if a City employee transfers between departments of the City, there shall be no cash compensation paid for unused vacation leave. In such transfer, the receiving City department assumes the liability for the accrued vacation credits transferred with the employee.
- F. Absence because of illness is not chargeable against vacation leave credits unless approved by the employee.

ARTICLE 16 - SICK LEAVE

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

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

- A. Immediate Family: Means wife, husband, partner living in the residence, child, father, mother, brother, sister, grandparent or guardian, or relative of the employee's wife, husband or partner in like degree.
- B. Sick Leave: Each full-time employee is entitled to and shall earn sick leave credits from the first full pay period of employment. For calculating sick leave credits, 2,080 hours (52 weeks x 40 hours) shall equal one year. Proportionate sick leave credits shall be earned at the rate of twelve working days for each year of service without restriction as to the number of working days he/she may accumulate.

- C. A City employee may not accrue sick leave credits during a leave of absence without pay. City employees are not entitled to be paid for sick leave until they have been continuously employed for ninety days. Upon completion of the qualifying period, the employee is entitled to sick leave credits he/she has earned.
- D. Permanent part-time employees are entitled to prorated sick leave benefits.
- E. An employee who terminates his/her employment with the City is entitled to a lump-sum payment equal to one-fourth of the pay attributed to his/her accumulated sick leave and shall be computed on the basis of the employee's salary or wage at the time he/she terminates his/her employment with the City. However, where a City employee transfers between departments within the City, he/she shall not be entitled to a lump-sum payment. In such transfers, the receiving City department shall assume the liability for the accrued sick leave credits transferred with the City employee.
- F. Any employee of the City who receives a lump-sum payment pursuant to this section and who is again employed by the City shall not be credited with any sick leave for which he/she has previously been compensated.
- G. Abuse of sick leave is cause for dismissal and forfeiture of the lump-sum payments provided for in this section.
- H. Sick leave shall be applied as follows, to wit:
 - 1. Employees who become ill will be paid for all days lost, to the extent of their accrued sick leave, provided they may be required to furnish a medical clearance to return to work.
 - 2. Employees may take sick leave, aside from personal illness, for the following reasons:
 - a. A serious affliction of one of the employee's immediate family, requiring the employee's presence.
 - b. Death in an employee's immediate family.
 - c. Attendance at a funeral of a fellow City employee or attendance at a funeral of a close personal friend; however, the use of sick leave for funerals as recited in this section, shall not exceed one day unless otherwise authorized.
 - d. Employees will receive up to five days of bereavement leave with pay for a death in the immediate family. Immediate family is defined in Paragraph A of this Article. This leave will not be subtracted from an employee's sick leave, vacation, or compensatory time.
 - e. Employees of the bargaining unit who do not use any days of sick leave during the contract year will be granted three additional bonus days which will not accrue from year to year and must be taken during the contract year which succeeds the year in which they were earned.

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

ARTICLE 17 - JURY AND WITNESS DUTY

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

ARTICLE 18 - MATERNITY LEAVE

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

- D. Employees on maternity leave shall be entitled to apply accumulated sick and vacation leave credits to their maternity leave provided the total maternity leave does not extend beyond the provisions of the preceding paragraph.

ARTICLE 19 - SAVINGS CLAUSE

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

ARTICLE 20 - TERM OF AGREEMENT

This Agreement shall be in full force and effect from the date of ratification of this Agreement by the parties or July 1, 2022 through June 30, 2025 except for wage openers for the 2023-24 FY and the 2024-25 FY and any mutually agreed upon items. Should either party wish to renegotiate this Agreement, it shall give written notice of such intent to the other party not later than 90 days prior to the date last written.



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

DATED THIS 23rd day of May, 2023.

FOR THE CITY:

FOR THE UNION:

Date Ratified: _____

Date Ratified: _____

City Manager, City of Columbia Falls

President, Columbia Falls Fraternal Order of
Police Lodge #6

Attest: City Clerk

ADDENDUM A - SALARY SCHEDULES
A. Wage Schedule: July 1, 2022 – June 30, 2023

Item No.5.

Current year			2% between STEPS, 3% on schedule - Adjusted Patrolman, Detective and Sergeant per wage study												
22-23															
Position/Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	
Office Asst. (9)	19.03	19.41	19.80	20.19	20.60	21.01	21.43	21.86	22.30	22.74	23.20	23.66	24.13	24.62	
Patrolman (11)	24.76	25.25	25.76	26.27	26.80	27.33	27.88	28.44	29.00	29.58	30.18	30.78	31.40	32.02	
Detective (12)	27.21	27.75	28.31	28.87	29.45	30.04	30.64	31.25	31.88	32.51	33.16	33.83	34.50	35.19	
Sergeant (13)	29.25	29.83	30.43	31.04	31.66	32.29	32.94	33.60	34.27	34.95	35.65	36.37	37.09	37.83	
Position/Grade	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20									
Office Asst. (9)	25.11	25.61	26.12	26.65	27.18	27.72									
Patrolman (11)	32.66	33.32	33.98	34.66	35.36	36.06									
Detective (12)	35.90	36.62	37.35	38.10	38.86	39.64									
Sergeant (13)	38.59	39.36	40.15	40.95	41.77	42.61									

Wage Schedule: July 1, 2023 – June 30, 2024:

Item No.5.

Current year		2% between STEPS, 4% on schedule												
23-24														
Position/Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
Office Asst. (9)	19.79	20.19	20.59	21.00	21.42	21.85	22.29	22.73	23.19	23.65	24.12	24.61	25.10	25.60
Patrolman (11)	25.75	26.26	26.79	27.32	27.87	28.42	28.99	29.57	30.16	30.77	31.38	32.01	32.65	33.30
Detective (12)	28.30	28.86	29.44	30.03	30.63	31.24	31.86	32.50	33.15	33.82	34.49	35.18	35.88	36.60
Sergeant (13)	30.42	31.03	31.65	32.28	32.92	33.58	34.25	34.94	35.64	36.35	37.08	37.82	38.58	39.35
Position/Grade	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20								
Office Asst. (9)	26.11	26.63	27.17	27.71	28.27	28.83								
Patrolman (11)	33.97	34.65	35.34	36.05	36.77	37.51								
Detective (12)	37.33	38.08	38.84	39.62	40.41	41.22								
Sergeant (13)	40.13	40.94	41.76	42.59	43.44	44.31								

***Patrolman (11) Note: A newly hired patrolman with POST Certification will start at Step 2**

Wage Schedule – July 1 2024 – June 30, 2025:

24-25														
Position/Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14
Office Asst. (9)	20.58	20.99	21.41	21.84	22.28	22.72	23.18	23.64	24.11	24.60	25.09	25.59	26.10	26.62
Patrolman (11)	26.78	27.31	27.86	28.41	28.98	29.56	30.15	30.76	31.37	32.00	32.64	33.29	33.96	34.64
Detective (12)	29.43	30.02	30.62	31.23	31.85	32.49	33.14	33.80	34.48	35.17	35.87	36.59	37.32	38.07
Sergeant (13)	31.63	32.27	32.91	33.57	34.24	34.93	35.62	36.34	37.06	37.81	38.56	39.33	40.12	40.92
Position/Grade	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20								
Office Asst. (9)	27.16	27.70	28.25	28.82	29.40	29.98								
Patrolman (11)	35.33	36.04	36.76	37.49	38.24	39.01								
Detective (12)	38.83	39.60	40.40	41.20	42.03	42.87								
Sergeant (13)	41.74	42.58	43.43	44.30	45.18	46.08								

***Patrolman (11) Note: A newly hired patrolman with POST Certification will start at Step 2**

ADDENDUM B – GRIEVANCE REPORT FORM

CITY OF COLUMBIA FALLS		GRIEVANCE REPORT FORM POLICE UNIT	Page 1 of 2
Grievant:	Date of Grievance:		
STATEMENT OF GRIEVANCE: A. _____ - Contract Provision Violated: _____ B. _____ - Contract Provision Violated: _____ C. _____ - Contract Provision Violated: _____ use additional sheets if necessary ACTION OR RELIEF REQUESTED: <i>{A, B & C correspond to same above}</i> A. _____ B. _____ C. _____ Grievant's Signature: _____ Steward's Signature: _____ Date given to Chief of Police: _____			
POLICE CHIEF'S RESPONSE: A. _____ B. _____ C. _____ Police Chief's Signature: _____ Date given to Steward: _____			
STEWARD'S RESPONSE: A. _____ B. _____ C. _____ Steward's Signature: _____ Date given to Cit Manager: _____			

Grievant:

CITY OF COLUMBIA FALLS

Page 2 of 2

CITY MANAGER'S RESPONSE:

A. _____

B. _____

C. _____

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

THIS GRIEVANCE IS BEING SUBMITTED TO ARBITRATION

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

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

Details: _____

City Manager's Signature: _____ Date: _____

Union's Signature: _____ Date: _____

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of April, 2024 by and between the CITY OF COLUMBIA FALLS of Flathead County, Montana, Party of the First Part and hereinafter referred to as the CITY, and HERBERT ENTERPRISES, LLC, a limited liability company dually existing under the laws of the State of Montana located at 715 North Hilltop Rd, P.O. Box 357, Columbia Falls, 59912, Party of the Second Part and hereinafter referred to as DEVELOPER.

WITNESSETH:

THAT WHEREAS, the Developer is the owner and developer of a new subdivision known as Rocky Top Cabins Subdivision located at 269 Rocky Lane, Columbia Falls, Montana, 59912 and,

WHEREAS, the City has conditioned its approval of the final plat of Rocky Top Cabins Subdivision upon the conditions as set forth in the Preliminary Plat of the Subdivision (attached as Exhibit A) being completed; and

WHEREAS, the Developer wishes to receive a final plat before all improvements are completed and the Developer wishes to bond for the completion of those improvements not yet complete; and

WHEREAS, the Columbia Falls Subdivision Regulations require that a subdivider shall provide a financial security of 125% of the estimated total cost of construction of said improvements as evidenced by an estimate prepared by a licensed public engineer included herewith as "Exhibit B"; and

WHEREAS, the estimated total cost of construction of said improvements is the sum of **\$94,668.73**; and

WHEREAS, the Developer has already completed 60% of the work listed "Exhibit B" as items 102, 103, 104 and 106 (existing 12-foot-wide gravel surface supported by road base); and

WHEREAS, according to the construction cost estimate in "Exhibit B" the value of the work already completed is **\$27154.9** $= (0.6 * [\$1087.5 + \$23500 + \$15000 + \$5671.25])$; and

WHEREAS, the estimated remaining construction cost is **\$67,513.78**.

NOW THEREFORE, in consideration of the approval of the final plat of said Subdivision by the City, the Developer hereby agrees as follows:

1. The Developer shall deposit as collateral with the city a Letter of Credit, or other acceptable collateral as determined by the city council of Columbia Falls, in the amount of \$85,000. Said Letter of Credit or other collateral shall have an expiration date of at least sixty (60) days following the date set for completion of the improvements, certifying the following:

a. That the creditor guarantees funds in the sum of \$85,000, the estimated cost of completing the required improvements in the Rocky Top Cabins.

b. That if the Developer fails to complete the specified improvements within the required period, the creditor will pay to the City immediately, and without further action, such funds as are necessary to finance the completion of those

improvements up to the limit of credit stated in the letter;

2. That said required improvements shall be fully completed by 12 th day of Feb, 20, 2025

3. That upon completion of the required improvements, the Developer shall cause to be filed with the city a statement certifying that:

- a. All required improvements are complete;
 - b. That the improvements are in compliance with the minimum standards specified by the city for their construction and that the Developer warrants said improvements against any and all defects for a period of two (2) years from the date of acceptance of the completion of those improvements by the City;
 - c. That the Developer knows of no defects in those improvements;
 - d. That these improvements are free and clear of any encumbrances or liens;
 - e. That a schedule of actual construction costs has been filed with the City; and,
 - f. All applicable fees and surcharges have been paid.
4. The Developer shall cause to be filed with the city copies of final plans, profiles, grades and specifications of said improvements, with the certification of the registered professional engineer responsible for their preparation that all required improvements have been installed in conformance with said specifications.

IT IS ALSO AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS, TO-WIT:

That the Developer shall provide for inspection of all required improvements by a registered professional engineer before the Developer shall be released from the Subdivision Improvement Agreement.

That if the city determines that any improvements are not constructed in compliance with the specifications, it shall furnish the Developer with a list of specific deficiencies and may withhold collateral sufficient to insure such compliance. If the city determines that the Developer will not construct any or all of the improvements in accordance with the specifications, or within the required time limits, it may withdraw the collateral and employ such funds as may be necessary to construct the improvement or improvements in accordance with the specifications. The unused portions of the collateral shall be returned to the Developer or the crediting institution, as is appropriate.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year herein before written.

Rocky Top Cabins Subdivision
Herbert Enterprises LLC
by

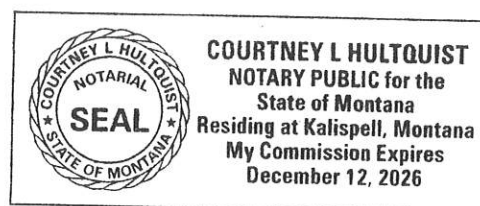
Chaemous Herbert

STATE OF MONTANA
COUNTY OF FLATHEAD

On this 25th day of April, 2024, before me, a Notary Public for the State of Montana, personally appeared [Signer Name], known to me to be the [Capacity of Signer], whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal this day and year first above written.

Courtney L. Hultquist
Notary Public for the State of Montana
Residing at
Kalispell
Montana
My Commission Expires 12-12-26



CITY OF COLUMBIA FALLS

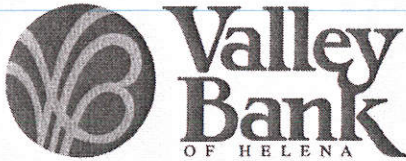
By:

City Manager

ATTEST:

By:

City Clerk



P.O. Box 5269 | Helena, Montana 59604 | P: (406) 495-2400 | F: (406) 495-2413

www.valleybankhelena.com

Division of Glacier Bank

Irrevocable Letter of Credit

Letter of Credit No. 3204245062615
 Dated: April 12, 2024
 Expiration: April 12, 2025
 Amount: \$85,000.00

City of Columbia Falls
 130 6th St West
 Columbia Falls, MT 59912

We hereby establish in your favor an irrevocable letter of credit up to the aggregate amount of \$85,000.00 at the request of Herbert Enterprises, LLC for Rocky Top Cabins Subdivision.

If the developer of the Rocky Top Cabins Subdivision fails to complete the specified improvements in the Rocky Top Cabins Subdivision within the time period set forth in the attached Improvements Agreement, we will pay on demand your draft or drafts for such funds, to the limit of credit set forth herein, as are required to complete said improvements. All drafts must indicate the number and date of this letter of credit and be accompanied by a signed statement of an authorized official that the amount is drawn to install improvements not installed in conformance with the Improvements Agreement and specifying the default or defect in question.

All drafts must be presented prior to the expiration date stated above and this letter of credit must accompany the final draft for payment. Drafts drawn hereunder must be by sight draft marked:

"Drawn under Valley Bank of Helena, Division of Glacier Bank, Letter of Credit #3204245062615 dated April 12, 2024," and the amount drawn endorsed on the reverse hereof by the lending institution.

Unless otherwise stated, this agreement shall be governed by the Uniform Customs and Practice for Documentary Credits (2007 Revision) ("UCP"), International Chamber of Commerce Publication No. 600, International Chamber of Commerce International Standby Practices ISP98, (Publication ISP98) and any subsequent revisions thereof approved by the International Chamber of Commerce, unless the law of the State of issuance prohibits application of the UCP and ISP98 to this letter.

This letter may not be withdrawn or reduced in any amount prior to its expiration date except by your draft or written release.

Valley Bank of Helena, Division of Glacier Bank

Casey Connors
 Vice President

NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN, that the City Council of the City of Columbia Falls, Montana, will hold public hearings beginning on June 17, 2024 at 7:00 p.m. in the Columbia Falls City Hall, 130-6th Street West, Columbia Falls, Montana, for the following purposes:

Preliminary Budget

Presentation and consideration of the preliminary budget for fiscal year beginning July 1, 2024 and ending June 30, 2025 will begin on June 17, 2024 and will be continued until final adoption of the budget after receiving the certified taxable valuation in August. City Council will review various departments and funds at each hearing until the budget has been presented in its entirety.

Special Assessments

Consideration of the adoption of the proposed Street Lighting District and Street Maintenance District assessments for FY2024/2025. Council will hear any objections to the final adoption of the resolution levying special assessments for FY 2024/2025. Special Assessments are estimated as follows:

Street Lighting District	\$ 30,049 (no change)
Street Maintenance District	\$346,500 (5.0% increase)

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

Permissive Medical Levy

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

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

DATED THIS 3rd DAY OF JUNE, 2024

s/Barb Staalnd, City Clerk

Publish: Sunday June 9th and Sunday June 16th

June 3, 2024

To: Mayor & Council

From: City Manager Nicosia

RE: Award Bid – WWTP Improvements Project – Prospect Construction, Inc.

City Staff recommend awarding the bid for the WWTP Improvements Project to Prospect Construction, Inc subject to an agreed upon modified scope of work and contract amount. The City opened bids on April 16, 2024. Prospect Construction, Inc. was the sole bidder. The base bid was \$5,125,000 and the bid alternatives were an additional \$4,585,000. With available funding at \$3.8 million, City staff met with DNRC ARPA program representatives, HDR Engineering and Prospect Construction, Inc. to determine next steps.

City staff reviewed the bid documents with HDR Engineering and have agreed to a modified scope of work to allow the City to complete the Bioreactor Addition and MLR piping. The City is currently working with DNRC on the modified scope of work as well as SRF loan funding to ensure that the City has the necessary funding to complete the scope of work as agreed upon by the City, the contractor and DNRC.

The City will issue the contract for the base bid of \$5,125,000 while simultaneously approving a modified contract and scope of work that will reduce the work to the available funding, including any approved SRF loan funds.

Council Action: Award WWTP Improvements Project bid to Prospect Construction, Inc. with final contract amount and scope of work to be amended based on Base Bid and modifications to funding level, authorizing City Manager Nicosia to execute the necessary agreements and documents.

Return to:
City of Columbia Falls
130 6th Street West
Columbia Falls, MT 59912

RESOLUTION NO. 1918

A RESOLUTION OF THE CITY COUNCIL OF COLUMBIA FALLS, MONTANA APPROVING THE FINAL PLAT OF ROCKY TOP CABINS SUBDIVISION A TWO LOT RESIDENTIAL SUBSEQUENT MINOR SUBDIVISION LOCATED AT 269 ROCKY LANE, FURTHER DESCRIBED AS PARCEL A, COS 21669 IN THE NE1/4 NE1/4 IN SECTION 7, TOWNSHIP 30 NORTH, RANGE 20 WEST, P.M.M., FLATHEAD COUNTY, MONTANA.

WHEREAS, Herbert Enterprises, LLC, owner/applicant of the subject property, have applied for final approval of a two-lot residential subdivision known as Rocky Top Cabins Subdivision located at 269 Rocky Lane, further described as Parcel A, COS 21669 in the NE1/4 NE1/4 in Section 7, Township 30 North, Range 20 West, P.M.M., Flathead County, Montana;

WHEREAS, the conditions of said subdivision plat were considered and found to be satisfied and the final plat was approved by the City Council of the City of Columbia Falls at the regular council meeting on Monday, June 3, 2024.

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

Section One. Findings of Fact. That the findings of fact set forth in the Final Plat Report, CFP-24-01, prepared by the City of Columbia Falls Planning Department dated May 20, 2024, are adopted, and the plat of Rocky Top Cabins Subdivision is approved and is a two-lot residential subdivision of the Planning & Zoning Jurisdiction of the City of Columbia Falls, Flathead County, Montana.

Section Two. Effective Date. This Resolution shall be effective immediately upon its passage and approval by the City Council.

PASSED AND ADOPTED BY THE CITY COUNCIL OF COLUMBIA FALLS, MONTANA THIS 3RD DAY OF JUNE 2024, THE COUNCIL VOTING AS FOLLOWS:

AYES:

NOES:

ABSENT:

City Clerk

APPROVED BY THE MAYOR OF COLUMBIA FALLS, MONTANA THIS 3rd DAY OF JUNE 2024.

Mayor

ATTEST:

City Clerk

CITY OF COLUMBIA FALLS PLANNING DEPARTMENT

FINAL PLAT REPORT

For: Rocky Top Cabins Subdivision
 Report No.: CFP-24-01
 Date: May 20, 2024
 Prepared By: Eric H. Mulcahy, AICP – City Planner

Recommendation: Grant Final Plat approval to Rocky Top Cabins Subdivision and Accept the Subdivision Improvements Agreement for the remaining improvements, paving, of \$67,513.78 and the Letter of Credit for \$85,000.00 which is 125% of the estimated cost of improvements. The SIA is for 18 months, and the Letter of Credit expires 60 days following the expiration of the SIA. Staff recommends City Council approve the SIA as presented.

Site History:

The Columbia Falls Planning Board held a public hearing on the Subdivision on September 12, 2023, and recommended approval to the Columbia Falls City Council. The City Council held a second hearing, deliberated the findings, and granted approval for the preliminary plat of Rocky Top Cabins Subdivision on October 16, 2023, subject to fifteen conditions.

Submittals:

Please find included with this report the following documents:

- ✓ Final Plat Application and Fees.
- ✓ Cover Letter – Breckenridge Surveying and Mapping, Inc. (5/13/24)
- ✓ The prescribed quantity of plat drawings.
- ✓ Subdivision Improvements Agreement for \$85,000.00
- ✓ Letter of Credit for \$85,000.00 expiring on April 12, 2025
- ✓ Email – Karl Weeks Fire Chief (4/22/24)
- ✓ Email – Karl Weeks Fire Chief (4/23/24)
- ✓ Flathead County Approach Permit (AE 3638)
- ✓ Flathead County Weed Management Plan (5/13/24)
- ✓ Shared Road Users Agreement (4/24/24)
- ✓ MDEQ Approval EQ #24-1295 (1/30/24)
- ✓ Title report Fidelity National Title, dated March 29, 2024, Guarantee #FT 1585-240825
- ✓ Consent to Plat – Valley Bank LLC (4/24/24)
- ✓ Tax Certification

Significance of Changes Finding:

In accordance with CFMO 17.12.110 C., the Planning Director has determined that the proposed Final Plat conforms to the Preliminary Plat and all Conditions of Preliminary Plat approval appear to be met. The applicant has provided a Title Report and Consent to Plat along with the Tax Certificate indicating that all taxes are paid.

Compliance with Preliminary Plat Conditions per Resolution 1911:

- 1 The applicant shall receive physical addresses in accordance with Flathead County Resolution #1626C. All road names shall appear on the final plat. Street addressing shall be approved by Flathead County.

This condition is met. The applicant secured the addresses, and they appear on the face of the final plat.

- 2 The applicant shall comply with all reasonable fire suppression and access requirements of the Columbia Falls Rural Fire District. A letter from the fire chief stating the plat meets the applicable requirements of the District shall be submitted with the application for final plat.

This condition is met. Karl Weeks, Fire Chief, provided an email dated 4/22/24 approving the subdivision design.

- 3 The internal subdivision road shall be built to a minimum 20-foot paved surface through Lot 2 and abutting Lot 1 (CFSR 17.18.090 Table 1). The turn-around shall be approved by the Columbia Falls Fire Chief.

This condition is met. Karl Weeks, Fire Chief, provided an email dated 4/23/24 approving the access turn-around.

4. The applicant shall provide an updated Flathead County Road Approach permit for the new paved approach.

This condition is met. See attached Road Approach Permit, AE 3638.

- 5 All area disturbed during development of the subdivision shall be re-vegetated in accordance with an approved Weed Control Plan and a letter from the County Weed Supervisor stating that the Weed Control Plan has been approved and implemented shall be submitted with the final plat.

This condition is met. See approved Flathead County Weed Management Plan dated 5/13/25.

- 6 With the application for final plat, the developer shall provide a compliant Road Users' Agreement per Covenants, Conditions, and Restrictions document which requires each property owner to bear his or her pro-rata share for maintenance of the roads within the subdivision and for any integral access roads lying outside the subdivision.

This condition is met. See attached Shared Roadway and Maintenance Agreement dated 4/24/24.

- 7 The proposed water, wastewater treatment, and stormwater drainage systems for the subdivision shall be reviewed, as applicable, by the Flathead City-County Health Department and approved by the Montana Department of Environmental Quality.

This condition is met. See MDEQ approval EQ-#24-1295, 1/30/24.

- 8 The mail delivery site(s) shall be provided with the design and location approved by the local Postmaster of the US Postal Service. A letter from the Postmaster stating that the applicant has met their requirements shall be included with the application for final plat.

This condition is met. See letter from Columbia Falls Postmaster dated 4/5/24.

9. The following statements shall be placed on the face of the final plat applicable to all lots:
 - a. All addresses shall be assigned by the Flathead County Address Coordinator and be clearly visible from the road, either at the driveway entrance or on the house. Address numbers shall be at least four inches in height per number.
 - b. All utilities shall be placed underground.
 - c. Lot owners are bound by the soil disturbance and weed management plan to which the developer and the Flathead County Weed Department Agreed.
 - d. Utilize living with wildlife standards provided by Fish Wildlife and Parks

This condition is met. The notes appear on the face of the final plat.

10. All required improvements shall be completed in place, or a Subdivision Improvement Agreement shall be provided by the subdivider prior to final approval by the County Commissioners.

This condition is met.

11. The final plat shall be in substantial compliance with the plat and plans submitted for review, except as modified by these conditions.

This condition is met. The plat is in conformance with the pre-plat.

12. Preliminary plat approval is valid for three (3) years. The final plat shall be filed prior to the expiration of the three years. Extension requests to the preliminary plat approval shall be made in accordance with the applicable regulations and the following associated timeline(s).

This condition is met. The preliminary plat will expire on October 16, 2026.

13. The applicants shall provide Columbia Falls Public Works Department an AutoCAD file of the subdivision at final plat.

This condition is met.

14. The applicant is not subject to a parkland dedication fee in accordance with 17.14.080.D.d which exempts subdivisions creating only one additional lot.

This condition is met.

15. Granting of the requested variance to the Columbia Falls Subdivision Regulations for the subdivision road dividing Lot 2

This condition is met. The City Council granted the variance to the subdivision regulations.

BRECKENRIDGE SURVEYING AND MAPPING, INC.

Item No.10.

OFFICE LOCATION & MAILING: 2302 Highway 2 East #6, Kalispell, MT 59901
Phone: (406) 871-2643 Email: montanasurveying@gmail.com

SURVEYING • MAPPING • GEODETIC CONSULTING

May 13, 2024

The City of Columbia Falls
Attn: Mr. Eric Mulcahy, Planner
2 Village Loop
Kalispell, Montana 59901

RE: Final Plat Application for Rocky Top Cabins

Dear Mr. Mulcahy,

Attached is the application for Rocky Top Cabins, approved by the City Council on October 16, 2023, per Resolution 1911.

The developer is in a catch 22 with the installation of the septic system and road paving requirement on **Condition 3**. He needs to install the septic before paving, but the county will not issue a septic permit until the DEQ approval is recorded. Since this approval gets recorded with the final plat, this causes a problem in chain of events, so we are asking for a subdivision improvement agreement for paving under **Condition 10**.

The meeting of the specific conditions for this project is attached.

If you have any questions during the review of this project, please don't hesitate to call.

Professionally,

William (Buck) Breckenridge, PLS
Mont. Reg. No. 48220LS
406.871.2643

OFFICE LOCATION & MAILING: 2302 Highway 2 East #6, Kalispell, MT 59901
Phone: (406) 871-2643 Email: montanasurveying@gmail.com

SURVEYING • MAPPING • GEODETIC CONSULTING

Discussion of the Standard and Specific Conditions for Intermountain Subdivision, preliminary plat approved January 23, 2024. ***My reply is in bold italics.***

Standard Conditions

1. The applicant shall receive physical addresses in accordance with Flathead County Resolution #1626C. All road names shall appear on the final plat. Street addressing shall be approved by Flathead County:

Addresses are assigned (see final plat.)

2. The applicant shall comply with all reasonable fire suppression and access requirements of the Columbia Falls Rural Fire District. A letter from the fire chief stating the plat meets the applicable requirements of the district shall be submitted with the application for final plat.

Completed. See attached email from Karl Weeks, Chief of Columbia Falls Fire Dept.

3. The internal subdivision road shall be built to a minimum 20-foot paved surface through lot 2 and abutting Lot 1 (CFSR 17.18.090 Table 1). The turn-around shall be approved by the Columbia Falls Fire Chief.]

See the attached email from Kark Weeks approving the turnaround.

4. All The applicant shall provide an updated Flathead County Road Approach permit for the new paved approach.

Completed. See approach permit attached.

5. All area disturbed during development of the subdivision shall be revegetated in accordance with an approved Weed Control Plan and a letter from the County Weed Supervisor stating that the Weed Control Plan has been approved and implemented shall be submitted with the final plat.

See attached weed plan.

6. With the application for final plat, the developer shall provide a compliant Road Users' agreement per Covenants, Conditions, and Restrictions document which requires each property owner to bear his or her pro-rata share for maintenance of the roads within the subdivision and for any integral access roads lying outside the subdivision.

See attached road users' agreement to be recorded with the final plat.

7. The proposed water, wastewater treatment, and stormwater drainage systems for the subdivision shall be reviewed, as applicable, by the Flathead City-County Health Department and approved by the Montana Department of Environmental Quality.

See attached COSA.

OFFICE LOCATION & MAILING: 2302 Highway 2 East #6, Kalispell, MT 59901
Phone: (406) 871-2643 Email: montanasurveying@gmail.com

SURVEYING • MAPPING • GEODETIC CONSULTING

8. The mail delivery site(s) shall be provided with the design and location approved by the local Postmaster of the US Postal Service. A letter from the Postmaster stating that the applicant has met their requirements shall be included with the application for final plat.

See attached letter from postmaster and receipt for CBU purchase.

9. The following statements shall be placed on the face of the final plat applicable to all lots:

- a. All addresses shall be assigned by the Flathead County Address Coordinator and be clearly visible from the road, either at the driveway entrance or on the house. Address numbers shall be at least four inches in height per number.
- b. All utilities shall be placed underground.
- c. Lot owners are bound by the soil disturbance and weed management plan to which the developer and the Flathead County Weed Department agreed.
- d. Utilize living with wildlife standards provided by Fish Wildlife and Parks

See notes on final plat

10. All required improvements shall be completed in place or a Subdivision Improvement Agreement shall be provided by the subdivider prior to final approval by the City Council

See attached SIA.

11. The final plat shall be in substantial compliance with the plat and plans submitted for review, except as modified by these conditions.

See attached final plat.

12. Preliminary plat approval is valid for three (3) years. The final plat shall be filed prior to the expiration of the three years. Extension requests to the preliminary plat approval shall be made in accordance with the applicable regulations and the following associated timeline(s).

Preliminary plat is valid until Oct. 16, 2026.

13. The applicants shall provide Columbia Falls Public Works Department an ArcGIS compatible file of the subdivision at final plat.

Shapefile provided by email.

14. The applicant is not subject to a parkland dedication fee in accordance with 17.14.080.D.d which exempts subdivisions creating only one additional lot.

No action needed.

15. Granting of the requested variance to the Columbia Falls Subdivision Regulations for the subdivision road dividing Lot 2.

No action needed.



Planning Department

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

PHONE (406) 892-4391

FAX (406) 892-4413

Item No.10.

FINAL PLAT APPLICATION

FILING FEE ATTACHED \$ 1060

SEE FEE SHEET

Project/Subdivision Name: Rocky Top Cabins

Contact Person:

Name: Buck Breckenridge
Address: 2302 Hwy 2 E #6
Kalispell MT 59901
Phone No.: 406-752-3539

Owner & Mailing Address:

Herbert Enterprises, LLC
PO BOX 357
COLUMBIA FALLS MT 59912
406-261-0874

Date of Preliminary Plat Approval: 10/16/2023

Type of Subdivision: Residential ☒ Industrial ☐ Commercial ☐ PUD ☐ Other ☐

Total Number of Lots in Subdivision 2

Land in Project (acres) 8.11

Parkland (acres) N/A Cash-in-Lieu \$ Exempt ☐

No. of Lots by Type: 2

Single Family ☐ Townhouse ☐ Mobile Home Park ☐

Duplex 2 Apartment ☐ Recreational Vehicle Park ☐

Commercial ☐ Industrial ☐ Planned Unit Development ☐

Condominium ☐ Multi-Family ☐ Other ☐

Legal Description of the Property Parcel A, COS 21669, containing 8.11 acres more or less,
located in the NE 1/4 NE 1/4 S. 7, T. 30 N., R. 20 W., P.M., Flathead County, Montana.

PAID

MAY 13 2024

Attached Not Applicable **(MUST CHECK ONE)**

CITY OF COLUMBIA FALLS

<u>Yes</u>	_____	Health Department Certification (Original)
<u>Yes</u>	_____	Title Report (Original, not more than 90 days old)
<u>Yes</u>	_____	Tax Certification (Property taxes must be paid)
<u>Yes</u>	_____	Consent(s) to Plat (Originals and notarized)
<u>Yes</u>	_____	Subdivision Improvements Agreement (Attach collateral)
	<u>NA</u>	Parkland Cash-in-Lieu (Check attached)
<u>Yes</u>	_____	Maintenance Agreement
<u>Yes</u>	_____	Plats: 1 opaque OR 2 mylars
		1 mylar copy 1 signed blueline
		4 bluelines 4 bluelines, unsigned
		11X17 Copy 11X17 Copy

****The plat must be signed by all owners of record, the surveyor and the examining land surveyor.**

Attach a letter, which lists each condition of preliminary plat approval, and individually state how each condition has specifically been met. In cases where documentation is required, such as an engineer's certification, State Department of Health certification, etc., original letters shall be submitted. Blanket statements stating, for example, "all improvements are in place" are not acceptable.

A complete final plat application must be submitted no less than **60 days** prior to expiration date of the preliminary plat.

When all application materials are submitted to the Columbia Falls Planning Office, and the staff finds the application is complete, the staff will submit a report to the governing body. The governing body must act within 30 days of receipt of the revised preliminary plat application and staff report. Incomplete submittals will not be accepted and will not be forwarded to the governing body for approval. Changes to the approved preliminary plat may necessitate reconsideration by the planning board.

I certify that all information submitted is true, accurate and complete. I understand that incomplete information will not be accepted and that false information will delay the application and may invalidate any approval. The signing of this application signifies approval for Columbia Falls Planning staff to be present on the property for routine monitoring and inspection during the approval and development process.

****NOTE: Please be advised that the County Clerk & Recorder requests that all subdivision final plat applications be accompanied with a digital copy.**

Owner(s) Signature

4-24-2024
Date

****A digital copy of the final plat in a Drawing Interchange File (DXF) format or an AutoCAD file format, consisting of the following layers:**

1. Exterior boundary of subdivision
2. Lot or park boundaries
3. Easements
4. Roads or rights-of-way
5. A tie to either an existing subdivision corner or a corner of the public land survey system



Plat Room
Flathead County, Montana
800 S. Main St.
Kalispell, MT 59901
(406) 758-5510

This Form is for Subdivisions Only

BY : Breckenridge

FOR : Herbert Enterprises LLC

DATE : 12/26/2023

DESCP : Rocky Top Cabins Sub
7-30-20

PURPOSE : Subdivision

YEARS

ASSESSOR #

2021

0451456

2022 thru 2023

0451456

Updated 4/25/2024 tg

I hereby certify that there are no outstanding taxes on the property assigned the assessor numbers listed above, for the years indicated for each assessor number.

APR 25 2024

J. Workman

Deputy Treasurer
(seal)



Consent
TO
Plat

& Title Policy
& Tax Cert.

CONSENT TO PLAT

Pursuant to 76-3-612, M.C.A, the undersigned, Valley Bank of Helena, Mortgagee under that certain Mortgage identified as follows:

Date: January 11, 2024

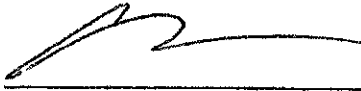
Mortgagor: Herbert Enterprises LLC

Document Number: 202400001249

Valley Bank of Helena does hereby join in and consent to the platting of the following described lands located in Flathead County, Montana, which lands are subject to the lien of the above referenced Mortgagee:

A TRACT OF LAND LOCATED IN THE NE 1/4 OF THE NE 1/4 SEC. 7, T. 30 N., R. 20W., PRINCIPAL MERIDIAN, FLATHEAD COUNTY, MONTANA: AND BEING MORE PARTICULARLY AS FOLLOWS:

PARCEL A OF COS 21669, RECORDS OF FLATHEAD COUNTY, MONTANA; CONTAINING 8.11 ACRES, MORE OR LESS.

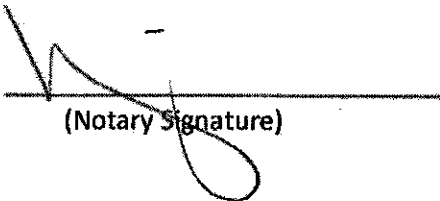
 VP Casey P. Connors 04-24-24

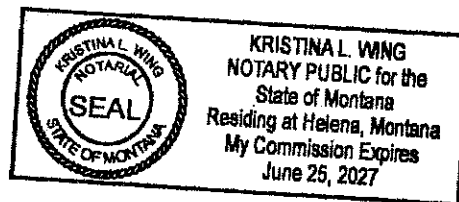
Signature and Title Printed Name and Date

State of Montana County of Lewis & Clark

This instrument was signed or acknowledged before me on 4/24/24 by

Casey P. Connors as Vice President of Valley Bank of Helena
(Name of signer) (representative capacity)


(Notary Signature)



SUBDIVISION

Issued By:


Fidelity National Title*
 Insurance Company

Guarantee/Certificate Number:

FT1585-240825
FIDELITY NATIONAL TITLE INSURANCE COMPANY
 a corporation, herein called the Company
GUARANTEES

Herbert Enterprises LLC, a Montana limited liability company, its successors and/or assigns as their respective interests may appear.

herein called the Assured, against actual loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth in Schedule A.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Fidelity National Title Company of Montana, LLC
150 1st Avenue WN, Suite B
Kalispell, MT 59901

Countersigned By:

Karla Kemm
 Authorized Officer or Agent

**Fidelity National Title Insurance Company**

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

FIDELITY NATIONAL TITLE INSURANCE COMPANY**GUARANTEE/CERTIFICATE NO.
FT1585-240825****ISSUING OFFICE:**

Title Officer: Karla Kemm (LC)
 Fidelity National Title Company of Montana, LLC
 150 1st Avenue WN, Suite B
 Kalispell, MT 59901
 Main Phone: (406)755-7004
 Email: Karla.Kemm@fnf.com

SCHEDULE A

Liability	Premium	Tax
\$10,000.00	\$150.00	\$0.00

Effective Date: March 29, 2024 at 08:00 AM

The assurances referred to on the face page are:

That, according to those public records which, under the recording laws, impart constructive notice of matter relative to the following described property:

A tract of land located in the Northeast Quarter of the Northeast Quarter, Section 7, Township 30 North, Range 20 West, P.M.M., Flathead County, Montana, and being more particularly as follows:

Parcel A of Certificate of Survey No. 21669, records of Flathead County, Montana.

The above described tract of land is to be known and designated as The Plat of Rocky Top Cabins Subdivision.

Title to said real property is vested in:

Herbert Enterprises LLC, a Montana limited liability company

subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

END OF SCHEDULE A

FIDELITY NATIONAL TITLE INSURANCE COMPANY

GUARANTEE/CERTIFICATE NO.
FT1585-240825

SCHEDULE B

A. Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession of the Land.

B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown in the Public Records.

C. Easements, claims of easements, or encumbrances which are not shown by the Public Records.

D. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

E. (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters accepted under (a), (b), (c) are shown by the Public Records.

F. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

G. County road rights-of-way, not recorded and indexed as a conveyance of record in the office of the Clerk and Recorder pursuant to Title 70, Chapter 21 M.C.A., including but not limited to any right of the public to use and occupy those certain roads and trails.

H. Mineral rights, claims or title to minerals in or under said Land, including but not limited to metals, oil, gas, coal, and other hydrocarbons, sand, gravel, or stone, and geothermal energy rights, and easement or other rights or matters relating thereto, whether express or implied, recorded or unrecorded.

I. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

Paragraphs A, B, C, D, F and I will not appear as printed exceptions on extended coverage policies, except as to such parts thereof which may be typed as a Special Exception as shown below.

SPECIAL EXCEPTIONS:

1. General Taxes for the year 2023

1st Half: \$2,408.91, PAID

2nd Half: \$2,582.31, DUE and will become delinquent after May 31, 2024

Tax ID No.: 06-0451456

All taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, which are not yet due and payable, including but not limited to any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by the State, County, Municipality, Township, or other taxing authority.

FIDELITY NATIONAL TITLE INSURANCE COMPANY**GUARANTEE/CERTIFICATE NO.
FT1585-240825****SCHEDULE B**
(continued)

2. General County Taxes for the year 2024 and subsequent years, which are a lien but not yet due or payable.
3. Contract for Fire Protection
Recording Date: August 27, 1987
Recording No.: 8723909470
4. Recitals, notes, sanitary restrictions, ordinances, resolutions, easements, dedications and covenants as contained or referred to on Certificate of Survey No. 15461. Reference is hereby made to the survey for more particulars.
5. State of Montana Department of Environmental Quality Certificate of Subdivision Approval
Recording Date: January 17, 2003
Recording No.: 200301716330
6. Recitals, notes, sanitary restrictions, ordinances, resolutions, easements, dedications and covenants as contained or referred to on Certificate of Survey No. 21669. Reference is hereby made to the survey for more particulars.
7. State of Montana Department of Environmental Quality Certificate of Subdivision Approval
Recording Date: January 11, 2021
Recording No.: 202100001263
AND
Recording Date: March 8, 2021
Recording No.: 202100007767
8. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document
Recording Date: March 2, 2021
Recording No.: 202100007029
9. Easement(s) and rights incidental thereto as set forth in a document:
In favor of: Flathead Electric Cooperative, Inc.
Recording Date: February 20, 2024
Recording No.: 202400003344
10. Recitals, notes, dedications, easements, certificates and covenants as contained on the proposed plat of The Plat of Rocky Top Cabins Subdivision. Reference is hereby made to the plat for more particulars.

FIDELITY NATIONAL TITLE INSURANCE COMPANY**GUARANTEE/CERTIFICATE NO.
FT1585-240825****SCHEDULE B**
(continued)

11. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$552,030.23
 Dated: August 10, 2021
 Trustor/Grantor: Herbert Enterprises LLC, a Montana limited liability company
 Trustee: Alliance Title & Escrow
 Beneficiary: Valley Bank of Helena, Division of Glacier Bank
 Recording Date: August 18, 2021
 Recording No.: 202100028995
 AND
 Re-recording Date: August 20, 2021
 Re-recording No.: 202100029323

12. Assignment of Rents and/or Leases

Assigned to: Valley Bank of Helena, Division of Glacier Bank
 Assigned by: Herbert Enterprises, LLC
 Recording Date: August 18, 2021
 Recording No.: 202100028996
 AND
 Re-recording Date: August 20, 2021
 Re-recording No.: 202100029324

13. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$550,000.00
 Dated: January 11, 2024
 Trustor/Grantor: Herbert Enterprises LLC, a Montana limited liability company
 Trustee: Alliance Title and Escrow Company
 Beneficiary: Valley Bank of Helena, Division of Glacier Bank
 Recording Date: January 19, 2024
 Recording No.: 202400001249

14. Assignment of Rents and/or Leases

Assigned to: Valley Bank of Helena, Division of Glacier Bank
 Assigned by: Herbert Enterprises LLC
 Recording Date: January 19, 2024
 Recording No.: 202400001250

15. Survey, when recorded, must be in compliance with the provisions of the Montana Subdivision and Platting Act, 1973 (Sections 76-3-101 MCA through 76-3-614 MCA) and the regulations adopted pursuant thereto.
16. The land described in the commitment/policy shall not be deemed to include any home trailer or mobile home located on the property.
17. Exceptions and reservations contained in Patents of record.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

**GUARANTEE/CERTIFICATE NO.
FT1585-240825**

SCHEDULE B
(continued)

END OF SCHEDULE B



William Breckenridge <montanasurveying@gmail.com>

Rock Top Cabins Subdivision

CF Fire <cffire@cityofcolumbiafalls.com>

Mon, Apr 22, 2024 at 11:03 AM

To: Buck Breckenridge <montanasurveying@gmail.com>

I have reviewed the attached final plat and fuels reduction plan. After review I am confident the plat and fuels reduction plan meet all requirements and am approving this project to move forward. Let me know if you need a more formal letter if this email isn't sufficient.

Thanks

**Karl Weeks**

Fire Chief/Marshal

Office: 406-892-3911 Cell: 406-270-3536

Columbia Falls Fire Department

130 Sixth Street West | Columbia Falls, MT 59912

Cffire@cityofcolumbiafalls.com | www.cityofcolumbiafalls.org

[Quoted text hidden]

Condition #2

BRECKENRIDGE SURVEYING AND MAPPING, INC.

OFFICE LOCATION & MAILING: 2302 Highway 2 East #6, Kalispell, MT 59901
 Phone: (406) 261-7758 Email: rbreck77@yahoo.com

SURVEYING • MAPPING • GEODETIC CONSULTING

Fire Prevention, Control and Fuels Reduction Plan
 Rocky Top Cabin Subdivision
 In Section 7, T. 30 N., R. 20 W.
 269 Rocky Top Lane

3. Number of lots and average size (In acres).

2 lots. One existing. One created. 4 acres average.

4. Length of primary access road.

The primary access road is approximately 485 feet. It is currently a driveway that will have to be improved for the subdivision.

5. Name of road the primary access connects with.

Rocky Lane.

6. An analysis of the wildfire hazards on the site and in the vicinity of the property, as influenced by existing vegetation, fuel types, topography, fire history, land uses and other factors.

From Photo 1, the two lots are heavily wooded and will need clearing around the existing structures as part of a fuel reduction program. The topography is a low, flat land with residential development around the perimeter of the property. There is a drainage to the west that bisects the project that shows intermittent flows based on the Stream Stats model. The existing vegetation is fir, spruce and birch. There are no grass fuel accumulating as this and the surrounding parcels are heavily timbered. There will be fuel reduction measures once the roads are widened and improved and two more houses are built and the land utilized to its' fullest capacity. Selective areas of fire reduction necessary for this property but the intermittent water source should be protected with setbacks. According to the National Wetlands Inventory, there are no wetlands on this property.

7. A map showing the areas that are to be cleared and/or thinned of wildland vegetation to reduce fuel loading, provide for safe ingress and egress and/or provide fire breaks, open, maintained parkland and/or areas that may provide on or more safe zones.

This is a subdivision where there is not any parkland dedication. The proposal is to reduce the trees within 20' of the existing houses and clear the area around the proposed cabins within 20' of the foundation. Also, to clear the right of way of trees, 30' each side of the centerline and 16' of the centerline of the driveways. This will create a fire break to the adjoining properties as well as reduce fuels on this project. The house will also need fire resistant roofing and metal roofing would be preferable. The fuels are recent growth so there is no laddering effect from tight fir or spruce growth. In 50 years, this could change and so maintaining the area is important as well.

BRECKENRIDGE SURVEYING AND MAPPING, INC.

OFFICE LOCATION & MAILING: 2302 Highway 2 East #6, Kalispell, MT 59901
Phone: (406) 261-7758 Email: rbreck77@yahoo.com

SURVEYING • MAPPING • GEODETIC CONSULTING



Cabin on Lot 2



Lot 1 Cabin



Vegetation



Main driveway from cul-de-sac

8. An identification of roads, driveways, secondary access routes and drainage crossings that may be used for fire suppression activities along with proposed specifications (width, grade, construction standards, etc.)

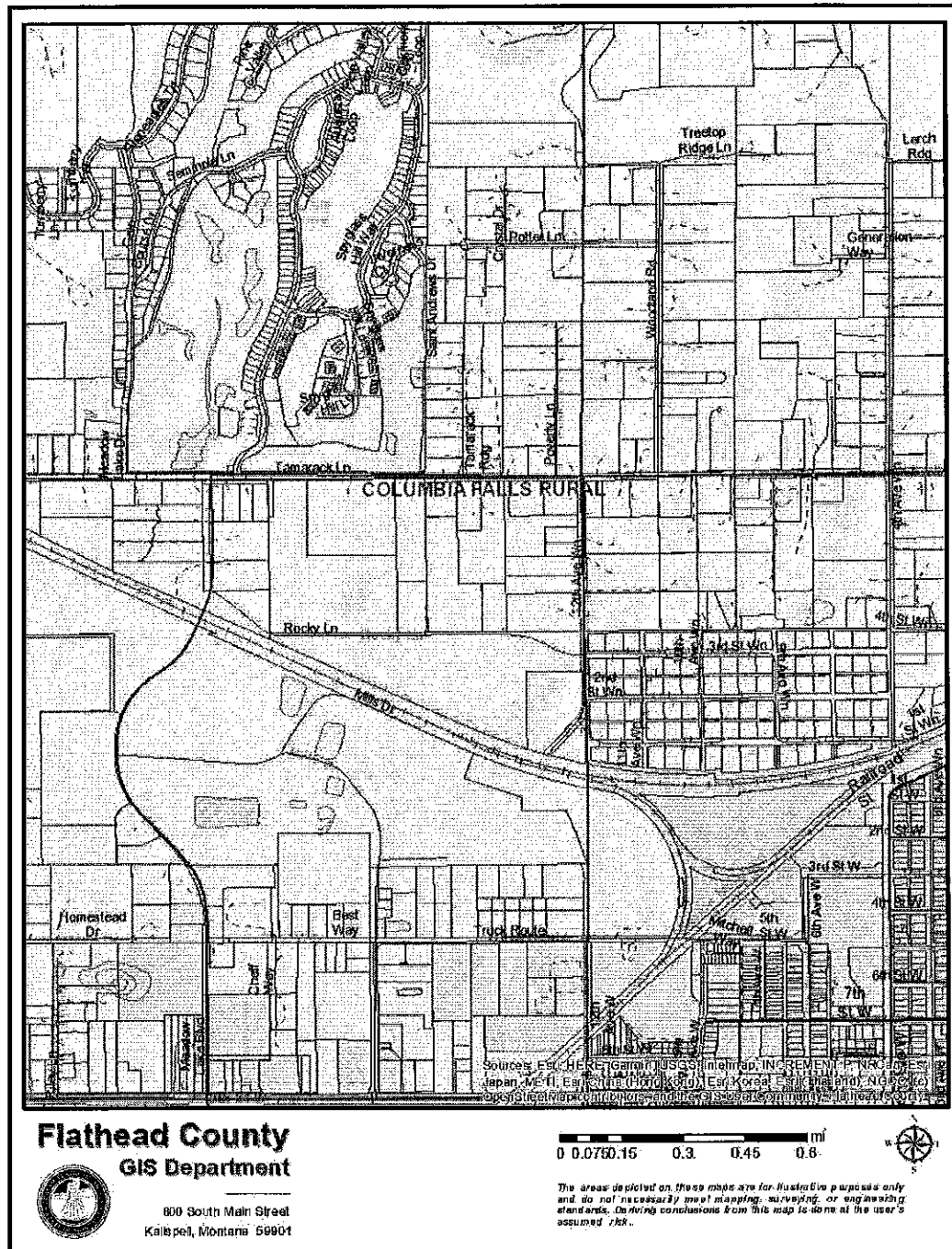
The property is bounded by a county road on the south boundary and by residential development on the entirety of the north, east and west adjoining lands. The photo that shows the driveway from the northerly lot, will make a good firebreak once it is brought up to city standards and the fuel is removed within the right of way. There is no secondary access. StreamStats shows an intermittent stream just to the right of the driveway. I saw no evidence although there was still snow on the ground when I did this analysis.

9. A discussion of the existing and proposed resources available to fight fire within the subdivision including water supply, equipment, facilities, and personnel. This discussion must evaluate the potential impacts of the proposed subdivision on the resources of the local fire protection authority, and discuss measures proposed by the subdivider to mitigate potential impacts.

BRECKENRIDGE SURVEYING AND MAPPING, INC.

OFFICE LOCATION & MAILING: 2302 Highway 2 East #6, Kalispell, MT 59901
Phone: (406) 261-7758 Email: rbreck77@yahoo.com

SURVEYING • MAPPING • GEODETIC CONSULTING



The property is included in the Columbia Falls Rural Fire Department boundary. (Flathead GIS).

BRECKENRIDGE SURVEYING AND MAPPING, INC.

OFFICE LOCATION & MAILING: 2302 Highway 2 East #6, Kalispell, MT 59901

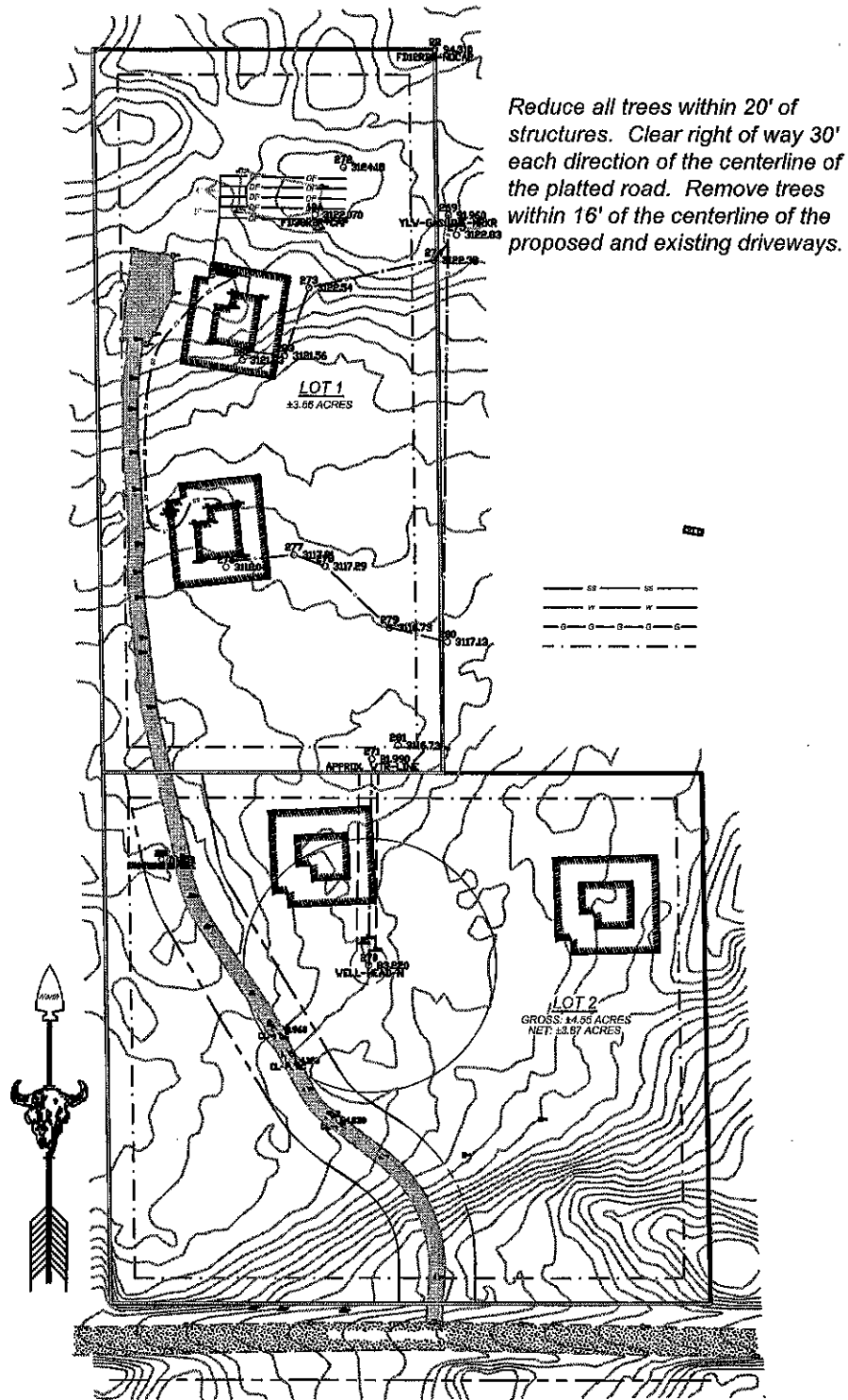
Phone: (406) 261-7758 Email: rbreck77@yahoo.com

SURVEYING • MAPPING • GEODETIC CONSULTING

Evaluation and plan was prepared by Rick Breckenridge, PLS and with the onsite assistance by the Department of Natural Resources fire reduction specialist.

EXHIBIT

Fuel Reduction Plan



BY: BRECKENRIDGE SURVEYING & MAPPING, PLLC
 2302 US HIGHWAY 2 EAST, STE 6
 KALISPELL, MT 59901
 (406) 752-3539



William Breckenridge <montanasurveying@gmail.com>

Rock Top Cabins Subdivision

CF Fire <cffire@cityofcolumbiafalls.com>

Tue, Apr 23, 2024 at 3:11 PM

To: Buck Breckenridge <montanasurveying@gmail.com>

After reviewing the turnaround, it appears to be in conformance as well. Everything I have seen regarding this project looks good. If you need anything else let me know.

**Karl Weeks**

Fire Chief/Marshal

Office: 406-892-3911 Cell: 406-270-3536

Columbia Falls Fire Department

130 Sixth Street West | Columbia Falls, MT 59912

Cffire@cityofcolumbiafalls.com | www.cityofcolumbiafalls.org

From: Buck Breckenridge <montanasurveying@gmail.com>**Sent:** Monday, April 22, 2024 12:35 PM**To:** CF Fire <cffire@cityofcolumbiafalls.com>**Subject:** Re: Rock Top Cabins Subdivision

Thank you for your response.

[Quoted text hidden]

[Quoted text hidden]

Condition 3

~~5/1/24~~

**FLATHEAD COUNTY
APPROACH PERMIT**

Permit No.

AE-

3638

1. Applicant Information: Chaemous Herbert for Herbert Enterprises, LLC
 (Name)
PO BOX 357
 (Mailing Address)
COLUMBIA FALLS MT 59912
 (City, State, & Zip code)
406-261-0874 COLUMBIAPROPERTY21@gmail.com
 (Phone No.) (Email address)
2. Property Address of Approach: 269 & 271 Rocky Lane Columbia Falls
 (Obtained from the GIS Department)
3. Type of Approach:
- | | | |
|--------------------------|---|---------------------------------|
| ☐ | Agricultural or Business (circle which applies) | \$100.00 |
| ☐ | Single Access | \$100.00 |
| ☐ | Shared Access | \$150.00 |
| <u>2</u> | # of Lots (2 lot approach) | \$300.00/approach + \$30.00/lot |
| <u>X</u> | Minor Subdivision (5 or fewer lots) | \$360 |
| <u> </u> | # of Lots (6 or more lots) Major Subdivision | \$650.00/approach + \$30.00/lot |
4. If Subdivision: Name Rocky Top Cabins Does the access comply with
 Subdivision Regulations for Approaches: Yes X No Is Area Zoned: Yes X No Zoning Classification: CR-1
 *Planning & Zoning Representative: Signature [Signature] Date 4/9/24
 (Obtained from the Planning and Zoning Department) C. FAN PLANNER
5. Location must be flagged with address posted for pre-construction inspection. Date ✓ when location will be flagged. Road Department does provide stakes clearly marked with bright orange lathe and "approach".
 Give description at or near which installations or structures will be installed (ie; 300 feet North of intersection of Roads A & B, fence line, etc.) The existing driveway for Parcel A, COS 21669, and currently serving 271 Units 1 & 2 Rocky Lane
- a. Provide area map with directions to location.
 b. LEGAL: Section: 7 Township: 30N Range: 20W
6. Completion date of preliminary approach before paving will be within 90 days from approval of this permit. Approaches that are required to be paved and were approved between October 1st and May 1st will be granted an additional 30 days after June 1st to complete the paving portion of the requirements due to availability of asphalt materials.

INSTRUCTIONS CONCERNING USE OF THIS FORM

Applicant will complete this form and submit it to the Flathead County Road Department. This application is for all approaches on County right of way. When applicant has signed both sides of application and application is approved or denied, a copy will be made available to the applicant. See reverse side (page 2) for additional rules and regulations.

THE TERMS OF THIS PERMIT APPLICATION ARE ACCEPTED AND AGREED BY:

Signature of Applicant(s)

Date

4-9-24

REVIEW OF APPLICATION FOR APPROACH PERMIT

-To be completed by Flathead County Road Department Repres

PRELIMINARY INSPECTION OF APPLICATION RECOMMENDED FOR:

APPROVAL

CONDITIONAL

APPROVAL ✓

DISAPPROVAL

Flathead County Road Department Representative

Date

4/17/24

Conditions of approval attached to permit. Circled items are requirements for this approach.
 The Road Department is to be notified upon completion of work for scheduling of inspection.

OFFICE USE ONLY

- Completed Application: ✓ Yes No
- Plans/Maps/Specifications: ✓ Yes No
- Subdivision/ Zoning Info: ✓ Yes No
- Fees Paid: ✓ Yes No

\$360 Amount

11969 Check Number

659928 Receipt Number

Condition
3638

RECEIVED

Item No.10.

MAY 13 2024

Flathead County Weed Control District - 309 FFA Drive, Kallispell MT 59901
406.758.5798 FAX 406.758.5888 email: weedscompliance@flathead.mt.gov

Subdivision/Soil Disturbance Weed Management Plan

Subdivisions, Disturbed Areas, Industrial Parks, Gravel Pits and/or Utility Installations

Instructions: Complete before disturbance begins and submit to the above address a minimum of two weeks prior to review deadline with Planning Board and/or Commissioners. A copy will be returned to you after it is reviewed in this office.

Subdivision/Project Name Rocky Top Cabins
Physical Location 269 & 271 Rocky Lane Columbia Falls
Acres and # of Lots 8.11 Acres and 2 lots
Landowner's Name (PLEASE PRINT) Herbert Enterprises, LLC
Mailing Address PO Box 367
City, State, Zip Columbia Falls, MT 59912
Phone/Cell 406-261-0874 Fax _____
Email chaeherbert1@gmail.com Columbiaproperty21@gmail.com

Contact Name (PLEASE PRINT) See owner info above
Mailing Address _____
City, State, Zip _____
Phone/Cell _____ Fax _____
Email _____

Knowledge of the property's terrain, water table and soil type will aid in evaluation of methods needed for weed control. A perfect time for herbicide application is when weeds are young and actively growing but difficult to see. A reference map or drawing of weed locations is ideal to have on hand.

Indicate noxious weeds present. St. Johnswort and Musk Thistle

Disturbance cause:

☒ Subdivision ☒ Road Installation ☒ Utility Installation
☐ Mining/Gravel ☐ Ripping/Scraping ☐ Excess Topsoil Stockpile
☐ Other (please describe) _____

Describe plans to reseed areas where original vegetation has been damaged, disturbed or removed, including phone, gas or power line burials, or power poles.

☒ Site Preparation level, grade and rake area before seeding
☒ Seed Varieties and Rates 25 lbs per acre of the following: 34% Potomac Orchard Grass, 33% Smooth Brome Grass, and 33% Fawn Tall Fescue,
☒ Time of Seeding between April 15 and June 15 or between October 1 and November 15
☒ Method of Seeding broadcast or hydro seed

Condition 5
Weed
Plan

Flathead County Weed Control District - 309 FFA Drive, Kalispell MT 59901
 406.758.5798 FAX 406.758.5888 email: weedscompliance@flathead.mt.gov

Weed management methods:

☐ Biocontrol Insects/Fungi ☒ Herbicides *list names below
☐ Cultivate ☒ Landscape
☐ Graze, Sheep/Goats ☒ Mow
☐ Hand Pull ☒ Revegetation/Reseed

Herbicides (list) 2, 4-D and Escort

YEAR ONE	Annual work to begin Month	<u>May</u>	Year	<u>2024</u>
YEAR TWO	Annual work to begin Month	<u>May</u>	Year	<u>2025</u>
YEAR THREE	Annual work to begin Month	<u>May</u>	Year	<u>2026</u>

Additional comments: _____

Other methods of weed management for disturbed area, subdivision, industrial park, gravel pit and/or utility installation:

☐ Contract, conditions, covenants of subdivision sale to include weed treatment
☐ Contractor required to maintain site weed free for a specified period of time
☐ Develop road maintenance plan including weed control
☒ Landscape
☒ Monitor site to ensure new weeds are promptly eradicated
☒ Reuse or remove excess topsoil
☒ Wash equipment used in infested areas

Assignment of responsibility:

☒ Landowner (until all properties are sold)
☐ Codes, Covenants & Restrictions
☐ Commercial Applicator – Company Name/Contact/Phone _____
☐ Homeowner's Association – Contact/Phone _____

I hereby agree to the plan as stated.

Landowner's Signature: _____ Date: 5/6/2024

Approved ☒ or Disapproved () Flathead County Weed Board

Comments or amendments to the submitted plan as reviewed by the Flathead County Weed Board:

Signature of Board Representative _____ Date 5/13/24

Agreed: Landowner's Signature _____ Date _____

SHARED ROADWAY AND MAINTENANCE AGREEMENT

The Shared Roadway and Maintenance Agreement dated this 4 day of 24, 20 24 by **Chaemous Herbert** as Power of Attorney for **Herbert Enterprises**, a limited liability company dually existing under the laws of the State of Montana.

Recitals:

Whereas, Herbert Enterprises is the owner or Lot 1 and Lot 2 of Rocky Top Cabins Subdivision, located in the NE ¼ of the NE ¼ of Section 7, T. 30 N., R. 20 W., P.M., Flathead County, Montana (herein after "the Lots"); and

Whereas, the plat of Rocky Top Subdivision depicts a 60-foot-wide access and utility easement (hereinafter "the Easement") over Lot 2 and benefiting Lot 1; and

Whereas, both Lot 1 and Lot 2 will use the Easement for shared access and for utilities; and

Whereas, the owner desires to bind the Lots and their future owners in an agreement for the maintenance of the road and utilities constructed within the easement;

Agreement

NOW THEREFORE, in consideration of their mutual promises and intending to be legally bound, the parties agree as follows:

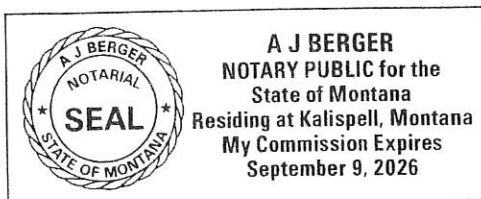
1. **Grant of Easement.** Lot 1 shall be the owner of an appurtenant, non-exclusive easement for access and utilities across the Easement.
2. **Sharing of Costs and Expenses.** The parties shall equally share the expenses for maintenance, repair and snow removal for the road within the easement
3. **Binding Effect.** This Shared Driveway Agreement shall not be modified except in writing signed by the owners of both of the Lots, their successors or assigns. This Agreement and its obligations and benefits shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
4. The easement granted herein shall not be extended to or provide access to any adjoining properties.

State of Montana

County of Flathead

This instrument was signed or acknowledged before me on 4-24-2024

by Chaemous Herbert as Owner of Herbert Enterprises LLC
(Name of signer)



A J Berger
(Notary Signature)

Condition #6



January 30, 2024

Dalton Williams
Water & Environmental Technologies
102 Cooperative Way Suite 100
Kalispell MT 59901

RE: Rocky Top Cabin Subdivision
Flathead County
E.Q. #24-1295

Dear Mr. Williams:

The plans and supplemental information relating to the water supply, sewage, solid waste disposal, and storm drainage (if any) for the above referenced division of land have been reviewed as required by ARM Title 17 Chapter 36(101-805) and have been found to be in compliance with those rules.

Two copies of the Certificate of Subdivision Plat Approval are enclosed. The original is to be filed at the office of the county clerk and recorder. The duplicate is for your personal records.

Development of the approved subdivision may require coverage under the Department's General Permit for Storm Water Discharges Associated with Construction Activity, if your development has construction-related disturbance of one or more acre. If so, please contact the Storm Water Program at (406) 444-3080 for more information or visit the Department's storm water construction website at <http://www.deq.state.mt.us/wqinfo/MPDES/StormwaterConstruction.asp>. Failure to obtain this permit (if required) prior to development can result in significant penalties.

In addition, your project may be subject to Federal regulations relating to Class V injection wells. Please contact the United States Environmental Protection Agency regarding specific rules that may apply.

Your copy is to inform you of the conditions of the approval. Please note that you have specific responsibilities according to the plat approval statement primarily with regard to informing any new owner as to any conditions that have been imposed.

If you have any questions, please contact this office.

Sincerely,

Shawn Rowland

Shawn Rowland M.S. R.S.
Subdivision Section Supervisor
Engineering Bureau
Water Quality Division

SR/HM

cc: County Sanitarian
County Planning Board (e-mail)
Owner

Condition
#7
COGA

STATE OF MONTANA
DEPARTMENT OF ENVIRONMENTAL QUALITY
CERTIFICATE OF SUBDIVISION PLAT APPROVAL
(Section 76-4-101 et seq.)

TO: County Clerk and Recorder
Flathead County
Kalispell, Montana

E.Q. #24-1295

THIS IS TO CERTIFY THAT the plans and supplemental information relating to the subdivision known as **Rocky Top Cabin Subdivision**

Located in the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 7, Township 30 North, Range 20 West, P.M.M., Flathead County, Montana as found in the records of the Flathead County Clerk & Recorder, consisting of 8.11 acres,

consisting of 2 lots have been reviewed by personnel of the Water Quality Division, and,

THAT the documents and data required by ARM Chapter 17 Section 36 have been submitted and found to be in compliance therewith, and,

THAT the approval of the Plat is made with the understanding that the following conditions shall be met:

THAT this Certificate supersedes EQ #21-1377 dated the 9th day of December, 2020, for Parcel A only, and all previous copies should be marked superseded, except that the original conditions not changed by this approval are still in effect, and,

THAT the Lot sizes indicated on the Plat to be filed with the county clerk and recorder will not be further altered without approval, and,

THAT each Lot shall be used for two living unit, and,

THAT the multiple user water system will consist of a well drilled to a minimum depth of 25 feet constructed in accordance with the criteria established in Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM and the most current standards of the Department of Environmental Quality, and,

THAT data provided indicates an acceptable water source at a depth of approximately 25-100 feet, and,

THAT the shared sewage treatment system on Lot 1 and each individual sewage treatment system on Lot 2 will consist of a septic tank, effluent filter, dose tank/chamber, effluent pump and pressure-dosed subsurface drainfield of such size and description as will comply with Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM, the most current standards of the Department of Environmental Quality and the most current Flathead County Regulations for Sewage Treatment Systems, and,

THAT each subsurface drainfield shall have an absorption area of sufficient size to provide for an application rate of 0.4 gpd/square foot and,

Page 2 of 3
Rocky Top Subdivision
Flathead County, Montana
E.Q. # 24-1295

THAT when the existing water supply system is in need of extensive repairs or replacement it shall be replaced by a well drilled to a minimum depth of 25 feet constructed in accordance with the criteria established in Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM and the most current standards of the Department of Environmental Quality, and,

THAT when the present sewage treatment system is in need of extensive repairs or replacement it shall be replaced by a septic tank, dose tank/chamber, effluent pump and subsurface drainfield of such size and description as will comply with Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM and the most current standards of the Department of Environmental Quality and the most current Flathead County Regulations for Sewage Treatment Systems, and,

THAT the bottom of the drainfield shall be at least four feet above the water table, and,

THAT no sewage treatment system shall be constructed within 100 feet of the maximum highwater level of a 100 year flood of any stream, lake, watercourse, or irrigation ditch, nor within 100 feet of any domestic water supply source, and,

THAT the stormwater design requires the installation of a minimum of 10,890 square feet of land and landscaped area on Lot 1 and 4,443 square feet of lawn and landscaped area on Lot 2 to absorb a portion the additional run-off from the living unit, and,

THAT the stormwater design requires retention swales along the driveways with a minimum volume of 3,244 cubic feet be constructed and located on the lots in accordance with the approved plans, and,

THAT the operation and maintenance of water supply, sewage treatment system, and stormwater facilities shall be the responsibility of each lot owner, and,

THAT water supply systems, sewage treatment systems and storm drainage systems will be located as shown on the approved plans, and,

THAT the developer and/or owner of record shall provide Each purchaser of property with a copy of the Plat, approved location of water supply, sewage treatment system and storm drainage structures as shown on the attached lot layout, and a copy of this document, and,

THAT instruments of transfer for this property shall contain reference to these conditions, and,

THAT plans and specifications for any proposed sewage treatment systems will be reviewed and approved by the county health department and will comply with local regulations and ARM, Title 17, Chapter 36, Subchapters 3 and 9, before construction is started.

THAT departure from any criteria set forth in the approved plans and specifications and Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM when erecting a structure and appurtenant facilities in said subdivision without Department approval, is grounds for injunction by the Department of Environmental Quality.

Pursuant to Section 76-4-122 (2)(a), MCA, a person must obtain the approval of both the State under

Title 76, Chapter 4, MCA, and local board of health under section 50-2-116(1)(i), before filing a subdivision plat with the county clerk and recorder.

YOU ARE REQUESTED to record this certificate by attaching it to the Plat filed in your office as required by law.

DATED this 30 day of January, 2024.

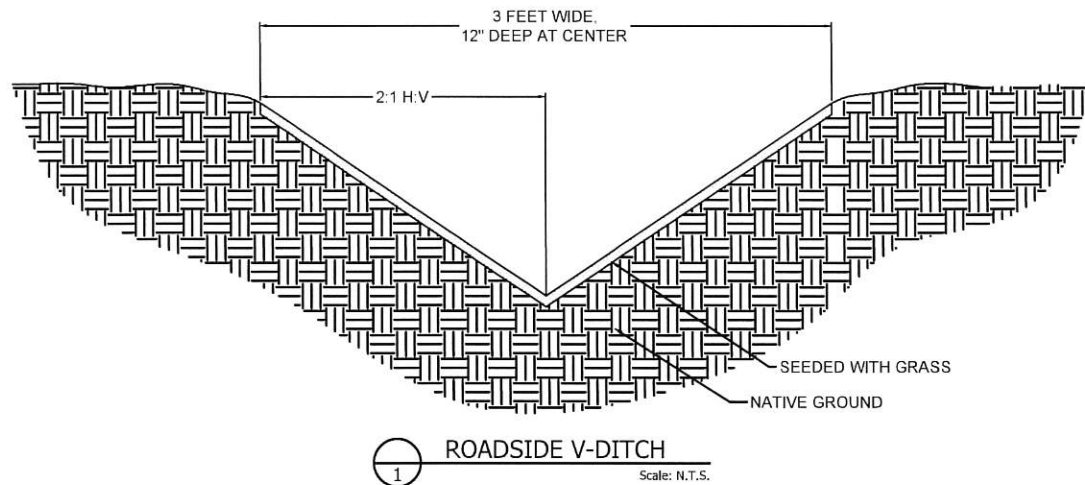
CHRIS DORRINGTON
DIRECTOR

By:  For
Shawn Rowland, M.S., R.S., Section Supervisor
Subdivision Section
Engineering Bureau
Water Quality Division
Department of Environmental Quality

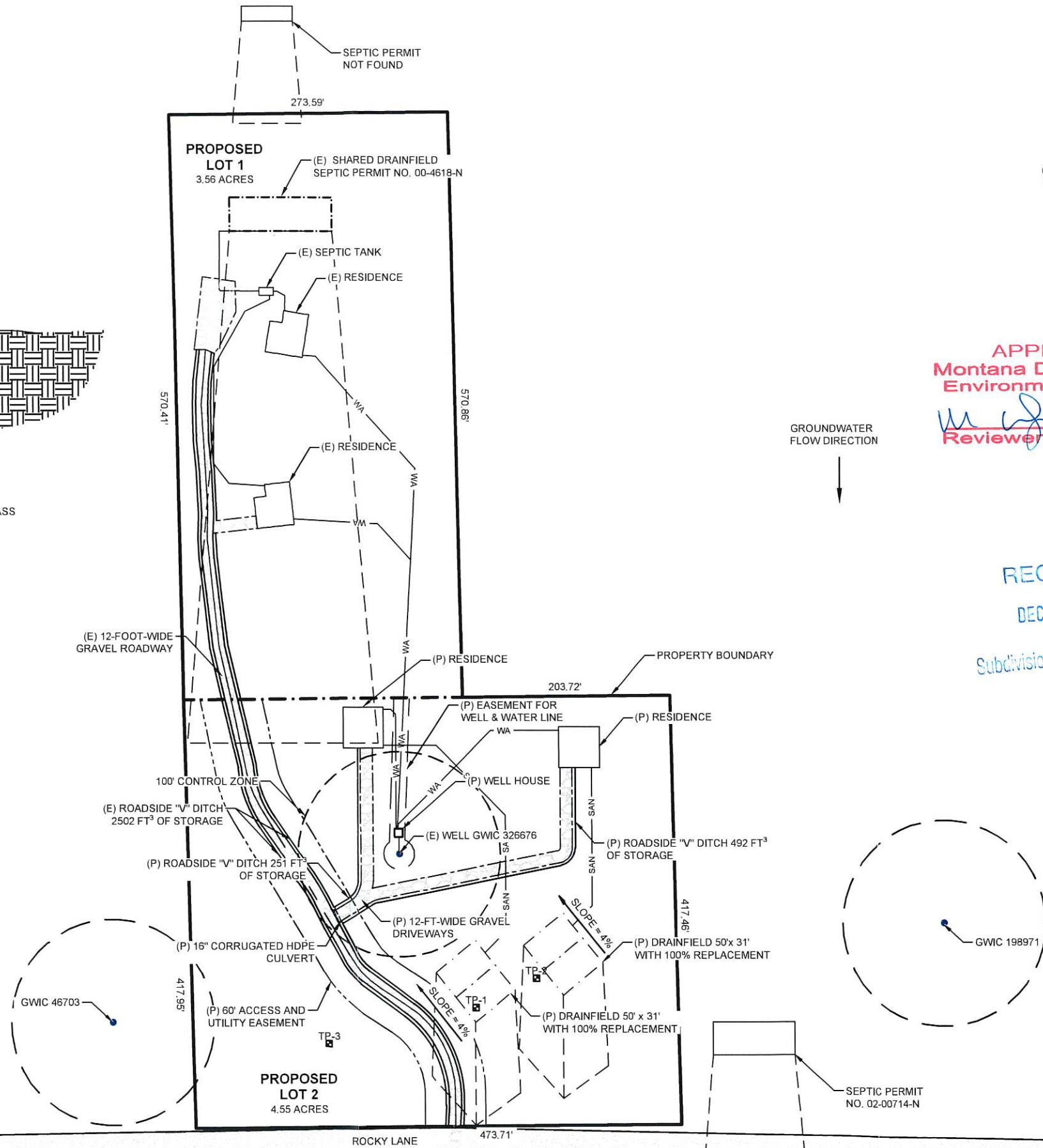
Owner's Name: Herbert Enterprises LLC

NOTES:

1. SITE LAYOUT PREPARED BY WATER & ENVIRONMENTAL TECHNOLOGIES.
2. SUBDIVISION NAME:
ROCKY TOP CABIN SUBDIVISION
3. LEGAL DESCRIPTION:
PARCEL A OF SECTION 7, TOWNSHIP 30
NORTH, RANGE 20 WEST.
4. ALL DWELLING UNITS SHOWN ARE
APPROXIMATE IN SIZE AND LOCATION.



SEPTIC PERMIT
NO. 00-4618-N



APPROVED
Montana Department of
Environmental Quality
Reviewer: *[Signature]* Date: 1/30/24

RECEIVED
DEC 05 2023
Subdivisions & Public Water

Item No.10.

Water & Environmental
Technologies, Inc.
102 Cooperative Way
Suite 100
Kalispell, MT 59901
(406) 756-2550
waterenvtech.com



PROPOSED SITE LAYOUT

PROJECT NAME: HERBERT SUBDIVISION
LOCATION: 269 ROCKY LANE, COLUMBIA FALLS, FLATHEAD COUNTY, MT 59912
FILE NO.: MC-BM01-HERBERT.dwg

JOB NO: 1541-22
DATE: 9/25/23
DRAFTER: AG
CHECKER: K



Friday, April 5, 2024

Chaemous Herbert
269 Rocky Lane
PO Box 367
Columbia Falls, MT 59912

Chameous Herbert,

Thank you for requesting approval for the placement of mailboxes for the 369 Rocky Lane Addresses, in Columbia Falls, and Flathead County, Montana.

We service the Rocky Lane addresses at the CBU at the corner of Meadowlake Blvd and Tamarack Lane. You will need to install a new CBU next to the current CBU in order to service these addresses. You will need 1 parcel locker for up to every 5 addresses.

**269 ROCKY LN UNIT 1
COLUMBIA FALLS, MT 59912**

**269 ROCKY LN UNIT 2
COLUMBIA FALLS, MT 59912**

**269 ROCKY LN UNIT 3
COLUMBIA FALLS, MT 59912**

**269 ROCKY LN UNIT 4
COLUMBIA FALLS, MT 59912**

Any questions please contact the Columbia Falls, MT Postmaster Shawna Crum at 406-892-7621.

Thanks,

Shawna Crum
Postmaster
651st St. E.
Columbia Falls, MT 59912
406-892-7621 or 406-892-7622

Condition 8

Cell: 406-897-3020

HCR/CPU Offices

Coram, MT 59913

Hungry Horse, MT 59919

Martin City, MT 59926

Polebridge, MT 59928



Details for Order #111-9432559-0788258

Order Placed: April 23, 2024

Amazon.com order number: 111-9432559-0788258

Order Total: \$557.40

Not Yet Shipped	
Items Ordered	Price
3 of: Mail Boss 7506 Mail Manager Curbside Locking Security Mailbox, Black, Large Sold by: Amazon.com Condition: New	\$101.45
1 of: Mail Boss 7506 Mail Manager Curbside Locking Security Mailbox, Black, Large part 1 of Mail Boss 7506 Mail Manager Curbside Locking Security & 7134 4 Bar, Black Mailbox Applications, Four Box Spreader & 7121, Black In-Ground Mounting Post, 43 x 4 x 4 inches Sold by: Amazon.com Condition: New	\$101.45
1 of: Mail Boss 7134 4 Bar, Black Mailbox Applications, Four Box Spreader part 2 of Mail Boss 7506 Mail Manager Curbside Locking Security & 7134 4 Bar, Black Mailbox Applications, Four Box Spreader & 7121, Black In-Ground Mounting Post, 43 x 4 x 4 inches Sold by: Amazon.com Condition: New	\$67.73
1 of: Mail Boss 7121, Black In-Ground Mounting Post, 43 x 4 x 4 inches, for Use with Mailbox part 3 of Mail Boss 7506 Mail Manager Curbside Locking Security & 7134 4 Bar, Black Mailbox Applications, Four Box Spreader & 7121, Black In-Ground Mounting Post, 43 x 4 x 4 inches Sold by: Amazon.com Condition: New	\$75.95
1 of: Reflective Mailbox Numbers Sticker Decal Die Cut Classic Style Vinyl Waterproof Number Self Adhesive 5 Sets (3" x 3 set, 4" x 2 set) for Signs, Door, Cars, Trucks, Home, Business, Address Number Sold by: OLADOT (seller profile) Business Price Condition: New	\$7.92
Shipping Address: Deb Sorenson 120 BOX ELDER LN COLUMBIA FALLS MT 59912 COLUMBIA FALLS, MT 59912-8961 United States	
Shipping Speed: FREE Shipping	
Payment information	
Payment Method: Bank Account Last digits: 586	Item(s) Subtotal: \$557.40 Shipping & Handling: \$62.23 Promotion applied: -\$62.23
Billing address Chaemous Hebert	-----

PO BOX 367
COLUMBIA FALLS, MT 59912-0367
United States

Total before tax: \$557.40

Estimated Tax: \$0.00

Grand Total: \$557.40

To view the status of your order, return to [Order Summary](#) .

[Conditions of Use](#) | [Privacy Notice](#) © 1996-2020, Amazon.com, Inc.

Condition
#10

Item No.10.

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 25th day of April, 2024 by and between the CITY OF COLUMBIA FALLS of Flathead County, Montana, Party of the First Part and hereinafter referred to as the CITY, and HERBERT ENTERPRISES, LLC, a limited liability company dually existing under the laws of the State of Montana located at 715 North Hilltop Rd, P.O. Box 357, Columbia Falls, 59912, Party of the Second Part and hereinafter referred to as DEVELOPER.

WITNESSETH:

THAT WHEREAS, the Developer is the owner and developer of a new subdivision known as Rocky Top Cabins Subdivision located at 269 Rocky Lane, Columbia Falls, Montana, 59912 and,

WHEREAS, the City has conditioned its approval of the final plat of Rocky Top Cabins Subdivision upon the conditions as set forth in the Preliminary Plat of the Subdivision (attached as Exhibit A) being completed; and

WHEREAS, the Developer wishes to receive a final plat before all improvements are completed and the Developer wishes to bond for the completion of those improvements not yet complete; and

WHEREAS, the Columbia Falls Subdivision Regulations require that a subdivider shall provide a financial security of 125% of the estimated total cost of construction of said improvements as evidenced by an estimate prepared by a licensed public engineer included herewith as "Exhibit B"; and

WHEREAS, the estimated total cost of construction of said improvements is the sum of **\$94,668.73**; and

WHEREAS, the Developer has already completed 60% of the work listed "Exhibit B" as items 102, 103, 104 and 106 (existing 12-foot-wide gravel surface supported by road base); and

WHEREAS, according to the construction cost estimate in "Exhibit B" the value of the work already completed is **\$27154.9** $= (0.6 * [\$1087.5 + \$23500 + \$15000 + \$5671.25])$; and

WHEREAS, the estimated remaining construction cost is **\$67,513.78**.

NOW THEREFORE, in consideration of the approval of the final plat of said Subdivision by the City, the Developer hereby agrees as follows:

1. The Developer shall deposit as collateral with the city a Letter of Credit, or other acceptable collateral as determined by the city council of Columbia Falls, in the amount of \$85,000. Said Letter of Credit or other collateral shall have an expiration date of at least sixty (60) days following the date set for completion of the improvements, certifying the following:

a. That the creditor guarantees funds in the sum of \$85,000, the estimated cost of completing the required improvements in the Rocky Top Cabins.

b. That if the Developer fails to complete the specified improvements within the required period, the creditor will pay to the City immediately, and without further action, such funds as are necessary to finance the completion of those

improvements up to the limit of credit stated in the letter;

2. That said required improvements shall be fully completed by 12th day of Feb, 20, 2025

3. That upon completion of the required improvements, the Developer shall cause to be filed with the city a statement certifying that:

- a. All required improvements are complete;
 - b. That the improvements are in compliance with the minimum standards specified by the city for their construction and that the Developer warrants said improvements against any and all defects for a period of two (2) years from the date of acceptance of the completion of those improvements by the City;
 - c. That the Developer knows of no defects in those improvements;
 - d. That these improvements are free and clear of any encumbrances or liens;
 - e. That a schedule of actual construction costs has been filed with the City; and,
 - f. All applicable fees and surcharges have been paid.
4. The Developer shall cause to be filed with the city copies of final plans, profiles, grades and specifications of said improvements, with the certification of the registered professional engineer responsible for their preparation that all required improvements have been installed in conformance with said specifications.

IT IS ALSO AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS, TO-WIT:

That the Developer shall provide for inspection of all required improvements by a registered professional engineer before the Developer shall be released from the Subdivision Improvement Agreement.

That if the city determines that any improvements are not constructed in compliance with the specifications, it shall furnish the Developer with a list of specific deficiencies and may withhold collateral sufficient to insure such compliance. If the city determines that the Developer will not construct any or all of the improvements in accordance with the specifications, or within the required time limits, it may withdraw the collateral and employ such funds as may be necessary to construct the improvement or improvements in accordance with the specifications. The unused portions of the collateral shall be returned to the Developer or the crediting institution, as is appropriate.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the day and year herein before written.

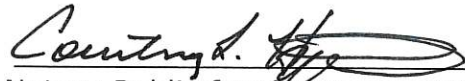
Rocky Top Cabins Subdivision
Herbert Enterprises LLC
by

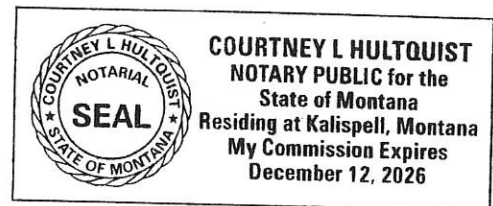

Chaemous Herbert

STATE OF MONTANA
COUNTY OF FLATHEAD

On this 25th day of April, 2024, before me, a Notary Public for the State of Montana, personally appeared [Signer Name], known to me to be the [Capacity of Signer], whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal this day and year first above written.


Notary Public for the State of Montana
Residing at
Kalispell
Montana
My Commission Expires 12-12-26



CITY OF COLUMBIA FALLS

By:

City Manager

ATTEST:

By:

City Clerk

EXHIBIT A

Conditions of approval as fixed to the Waiver of Preliminary Plat – Rocky Top Cabins Subdivision by the Columbia Falls Planning/Zoning Office

The paving of the internal subdivision driveway as stipulated in Conditions 3 and 4 of Resolution No. 1911 cited as follows:

3. The internal subdivision road shall be built to a minimum 20-foot paved surface through lot 2 and abutting Lot 1 (CFSR 17.18.090 Table 1). The turn-around shall be approved by the Columbia Falls Fire Chief.

EXHIBIT B

This agreement specifically includes the following improvements, their projected construction completion date and construction costs as estimated by the project engineer.

Construction Cost Estimate
Herbert Minor Subdivision - Access Road

ITEM NO.	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	SUBTOTAL
101	Mobilization/Demobilization	1	LS	\$0.00	\$0.00
102	Site Preparation - Stripping Topsoil (6-inches)	290	CY	\$3.75	\$1,087.50
103	Subbase Course (16-inches)	775	CY	\$30.00	\$23,250.00
104	Base Course (6-inches)	240	CY	\$62.50	\$15,000.00
105	Asphalt (3-inches)	285	TON	\$125.00	\$36,875.00
106	Geotextile Fabric	1,745	SY	\$3.25	\$5,671.25
107	8" Culvert	28	LF	\$125.00	\$3,250.00
SUBTOTAL					\$85,133.75
CONTINGENCY - 10%					\$9,534.98
TOTAL					\$94,668.73

SUBMITTED BY: Whitney Kross, PE DATE: 4/11/2024



P.O. Box 5269 | Helena, Montana 59604 | P: (406) 495-2400 | F: (406) 495-2413

www.valleybankhelena.com

Division of Glacier Bank

Irrevocable Letter of Credit

Letter of Credit No. 3204245062615

Dated: April 12, 2024

Expiration: April 12, 2025

Amount: \$85,000.00

City of Columbia Falls
130 6th St West
Columbia Falls, MT 59912

We hereby establish in your favor an irrevocable letter of credit up to the aggregate amount of \$85,000.00 at the request of Herbert Enterprises, LLC for Rocky Top Cabins Subdivision.

If the developer of the Rocky Top Cabins Subdivision fails to complete the specified improvements in the Rocky Top Cabins Subdivision within the time period set forth in the attached Improvements Agreement, we will pay on demand your draft or drafts for such funds, to the limit of credit set forth herein, as are required to complete said improvements. All drafts must indicate the number and date of this letter of credit and be accompanied by a signed statement of an authorized official that the amount is drawn to install improvements not installed in conformance with the Improvements Agreement and specifying the default or defect in question.

All drafts must be presented prior to the expiration date stated above and this letter of credit must accompany the final draft for payment. Drafts drawn hereunder must be by sight draft marked:

"Drawn under Valley Bank of Helena, Division of Glacier Bank, Letter of Credit #3204245062615 dated April 12, 2024," and the amount drawn endorsed on the reverse hereof by the lending institution.

Unless otherwise stated, this agreement shall be governed by the Uniform Customs and Practice for Documentary Credits (2007 Revision) ("UCP"), International Chamber of Commerce Publication No. 600, International Chamber of Commerce International Standby Practices ISP98, (Publication ISP98) and any subsequent revisions thereof approved by the International Chamber of Commerce, unless the law of the State of issuance prohibits application of the UCP and ISP98 to this letter.

This letter may not be withdrawn or reduced in any amount prior to its expiration date except by your draft or written release.

Valley Bank of Helena, Division of Glacier Bank

A handwritten signature in black ink, appearing to read 'Casey Connors'.

Casey Connors
Vice President

Barge Trucking, Inc
 67 Sky Ridge Trl
 Kalispell, MT 59901 US
 (406)212-1970
 bargetruckinginc@gmail.com

INVOICE

BILL TO
 Columbia Property Services

INVOICE # 8203
DATE 05/10/2021
DUE DATE 05/10/2021
TERMS Due on receipt

DESCRIPTION	QTY	RATE	AMOUNT
Roller Rental	5	300.00	1,500.00
5/3/21 to 5/7/21 Roller Rental			

Columbia Property Services, LLC Barge Trucking, Inc.

Date
05/10/2021

Type
Bill

Reference
8203

Original Amount
1,500.00

Balance Due
1,500.00

Payment
1,500.00

Check Amount

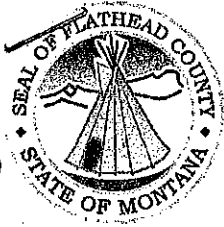
10703

Checking #21008586

1,500.00

100

M/P CHECK



Invoice

Account #

COLPROP

Date

4/30/21

Invoice #

2852

Due Date

5/28/21

Remit payment to:

Flathead County Solid Waste District

4098 Highway 93 North

Kalispell, MT 59901

Billing Address

COLUMBIA PROPERTY SERVICES
715 NORTH HILLTOP RD
COLUMBIA FALLS, MT 59912

H

Tran #	Date	Job Name	Truck	Description	Nat	Qty	Rate	Amount
1033344	04-09	269 rocky lane	COLPROP-	350-Stumps	1.39		\$31.05/TN	-\$43.16
1033395	04-09	269 rocky lane	PETE	230-Brush	1.08		\$31.05/TN	\$33.53
1035332	04-16	columbia	COLUMBIA	350-Stumps	4.42		\$31.05/TN	-\$137.24
1035353	04-16	269 rocky lane	COLPROP	350-Stumps	3.52		\$31.05/TN	-\$109.30
1035387	04-16	columbia	COLUMBIA	350-Stumps	3.14		\$31.05/TN	-\$97.50
1035405	04-17	269 rocky lane	CLUMBIA-2	230-Brush	4.58		\$31.05/TN	-\$142.21
1035430	04-17	269 rocky lane	COLUMBIA	350-Stumps	4.28		\$31.05/TN	-\$132.89
1035454	04-17	269 rocky lane	COLUMBIA	350-Stumps	4.74		\$31.05/TN	-\$147.18

Note

Total Tons

27.15

Original Amount

\$843.01

Amount Due

\$843.01

Columbia Property Services, LLC. Phosphorus Herbert

05/05/2021

PCSWD

10695

Date	Type	Reference	Original Amount	Balance Due	Payment
04/09/2021	Bill	1033344	43.16	43.16	43.16
04/09/2021	Bill	1033395	33.53	33.53	33.53
04/16/2021	Bill	1035387	97.50	97.50	97.50
04/16/2021	Bill	135353	109.30	109.30	109.30
04/16/2021	Bill	1035332	137.24	137.24	137.24
04/17/2021	Bill	1035405	142.21	142.21	142.21
04/17/2021	Bill	1035430	132.89	132.89	132.89
04/17/2021	Bill	1035454	147.18	147.18	147.18
					843.01

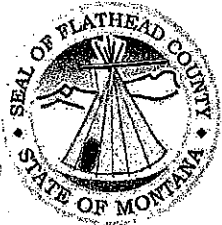
Check Amount

Checking #21008586

843.01

LMP100 M/P CHECK

Account COLPROP



Invoice

Account #

COLPROP

Date

6/30/21

Invoice #

3476

Due Date

6/30/21

Remit payment to:
Flathead County Solid Waste District
4098 Highway 93 North
Kalispell, MT 59901

Billing Address

COLUMBIA PROPERTY SERVICES
715 NORTH HILLTOP RD
COLUMBIA FALLS, MT 59912

Tran #	Date	Job Name	Truck	Description	Net	Qty	Rate	Amount
1051370	06-11	rocky	COLUMBIA	100-Construction	1.02		\$31.05/TN	\$31.67
1055397	06-23	269 rocky lake	WHITE PET	100-Construction	0.41		\$31.05/TN	\$12.73
1055525	06-24	rocky	COLPROP	100-Construction	0.55		\$31.05/TN	\$17.08

Note

Effective 7/1/21 the stump disposal rate will increase to \$90.00 per ton!

Total Tons

1.98

Original Amount

\$61.48

Amount Due

\$61.48

Columbia Property Services, LLC
07/15/2021

Chaemous Herbert
FCSWD

10779

Date	Type	Reference	Original Amount	Balance Due	Payment
06/11/2021	Bill	1051370	31.67	31.67	31.67
06/11/2021	Bill	1055397	12.73	12.73	12.73
06/24/2021	Bill	1055525	17.08	17.08	17.08
		Check Amount			61.48

Checking #21008586

61.48

LMP100 M/P CHECK

LASALLE SAND & GRAVEL, CORP315 PIONEER ROAD
KALISPELL, MT 59901**STATEMENT**Reference 1572
Statement Date: 05/31/2021
Telephone: 406-756-9070Bill To: COLUMBIA PROPERTY SERVICES
715 NORTH HILLTOP ROAD
COLUMBIA FALLS, MT 59912Account: COL PROP
Terms: Net End of Month

Date	Reference	Description	Quantity	Units	Charge	Credit	Balance
		Previous Balance					\$1,389.75
05/24/2021	134159	3" CRUSH MINUS-750	15.01	Tons	\$80.45		
05/24/2021	134172	3" CRUSH MINUS-750	15.12	Tons	\$81.04		
05/25/2021	134176	3" CRUSH MINUS-750	14.18	Tons	\$76.00		
05/25/2021	134177	3" CRUSH MINUS-750	15.68	Tons	\$84.04		
05/25/2021	134179	3" CRUSH MINUS-750	15.18	Tons	\$81.36		
05/25/2021	134180	3" CRUSH MINUS-750	16.71	Tons	\$89.57		
		Total New Charges			\$492.46		\$1,882.21
05/26/2021	34694	Payment Thank You				\$1,389.75	\$492.46
Rocky Lane Pa ✓ # 10753							
					Total		\$492.46
					Finance Charge		\$0.00
					Total Due		\$492.46

Date	Type	Reference	Original Amount	Balance Due	Payment
6/8/2021	BS	21S186	145.13	145.13	145.13
6/9/2021	BS	21s229	1,454.99	1,454.99	1,454.99
6/10/2021	BS	21S245	651.44	651.44	651.44
6/15/2021	BS	21S261	884.61	884.61	884.61
Check Amount					3,136.17

Checking #21008586

3,136.17

LMP100 M/P CHECK

Quantity		Description	Rate	Amount
12.75	Tons 11/2" Crush 6/8/2021 Tickets Enclosed CABIN ST	8.05	102.64	
28.06	Tons 11/2" Crush 6/9/2021 PAT TRIPLETT	8.05	225.88	
69.08	Tons 11/2" Crush 6/11/2021 CABIN ST	8.05	556.09	
			CABINS \$658.13	
Thank you! We appreciate your business and prompt payment.			Total	\$884.61

Any additional billing will result in a \$8 billing fee, plus interest.

INVOICE

White Rock Aggregate LLC
PO Box 5370
Kalispell MT 59903-
(406) 756-8560

Invoice No: 14087
Date: 5/26/2021
Due Date: 6/25/2021

Bill To:

Columbia Property Services
PO Box 367

Job No: GRAVEL
Description: Gravel Sales

Columbia Falls MT 59912

PO #:

Quantity	Description	Unit Price	Extended Price
53.79	PIT RUN 269 ROCKY LANE	4.65	250.12

Columbia Property Services, LLC White Rock Aggregate LLC

Date	Type	Reference	Original Amount	Balance Due	10737
05/26/2021	Bill	14087	250.12	250.12	
		Check Amount			Payment
					250.12
					250.12

Checking #21008586

250.12

LMP100 M/P CHECK

Thank You For Your Business!

Amount Now Due: 250.12

Terms: Net 30

T-Bend Construction, Inc.
P.O. Box 1415
Whitefish, MT 59937-1415
(406) 862-5415

Invoice

Date	Invoice #
5/2/2021	21S144

Bill To

Columbia Property Services, LLC
Chaemous Herbert
715 N. Hilltop Rd.
Columbia Falls, MT 59912

P.O. Number	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
32.28	Tons Pit Run 4/27/2021 Tickets Enclosed	5.50	177.54
71.05	Tons Pit Run 4/28/2021 <i>\$982.25</i>	5.50	390.78
75.26	Tons Pit Run 4/29/2021	5.50	413.93
8.45	Tons 11/2" Crush 4/29/2021 <i>Lindberg</i>	8.05	68.02

Columbia Property Services, LLC T-Bend Construction Inc

Date	Type	Reference	Original Amount	Balance Due	Payment
05/02/2021	Bill	21S144	1,050.27	1,050.27	1,050.27
05/08/2021	Bill	21S171	987.15	987.15	987.15
		Check Amount			2,037.42

Checking #21008586

2,037.42

MP100 M/P CHECK

T-Bend Construction, Inc.
P.O. Box 1415
Whitefish, MT 59937-1415
(406) 862-5415

Invoice

Date	Invoice #
5/22/2021	21S216

Bill To

Columbia Property Services, LLC
Chaemous Herbert
715 N. Hilltop Rd.
Columbia Falls, MT 59912

P.O. Number	Terms	Project
	Due on receipt	

Quantity	Description	Rate	Amount
27.7	Tons 3/4" Crush 5/18/2021 Tickets Enclosed 180 Craig Lane	9.25	256.23
164.82	Tons Pit Run 5/20/2021 Cabins	5.50	906.51
33	Tons 3/4" Crush 5/20/2021 Rodeo	9.25	305.25
40.23	Tons Pit Run 5/21/2021 Cabins	5.50	221.27

Columbia Property Services, LLC T-Bend Construction Inc

Date
05/22/2021

Type
Bill

Reference
21S216

Original Amount
1,689.26

Balance Due
1,689.26

Check Amount

10729
Payment
1,689.26
1,689.26

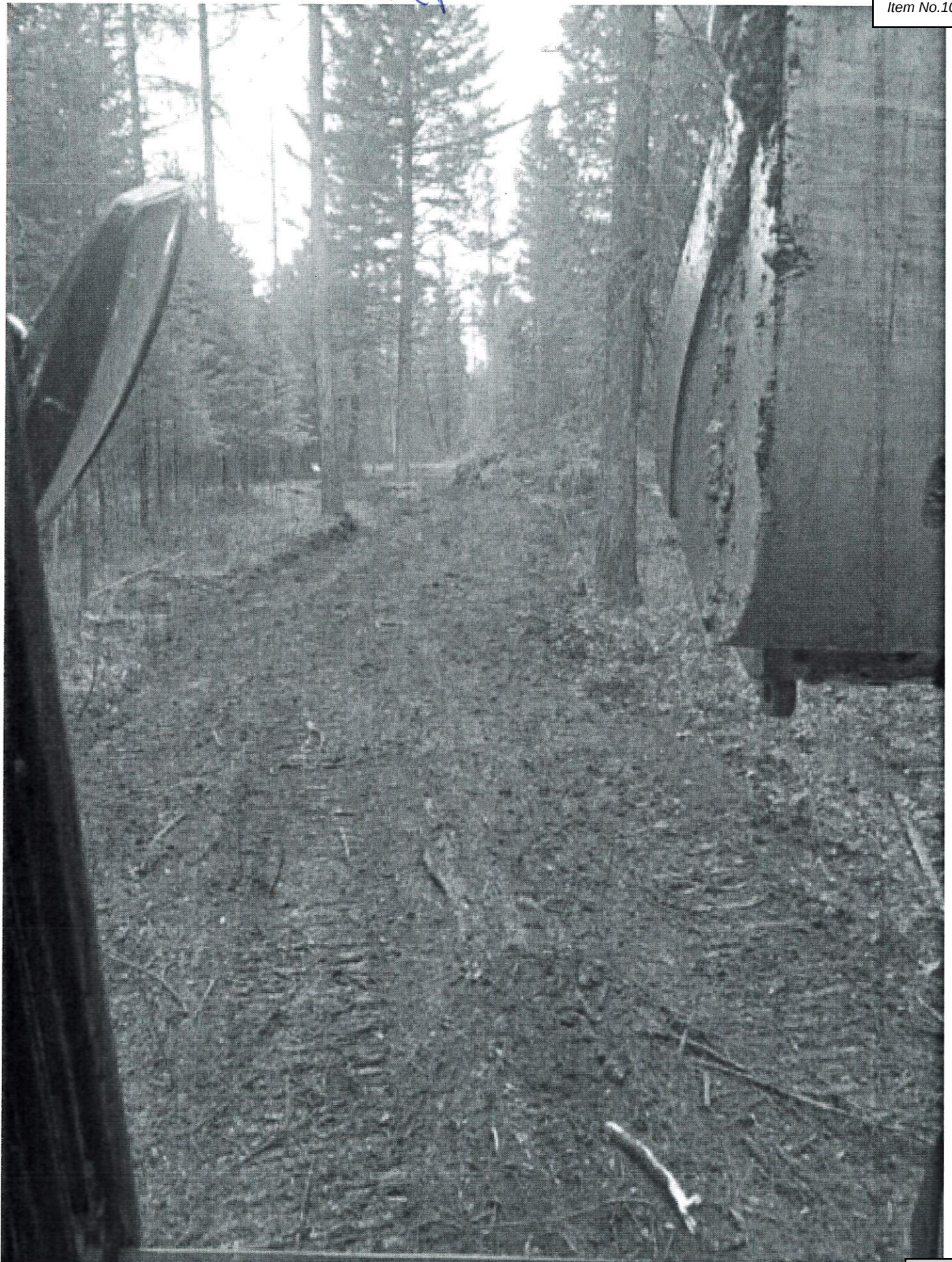
Checking #21008586

1,689.26

100 M/P CHECK

Road Prep

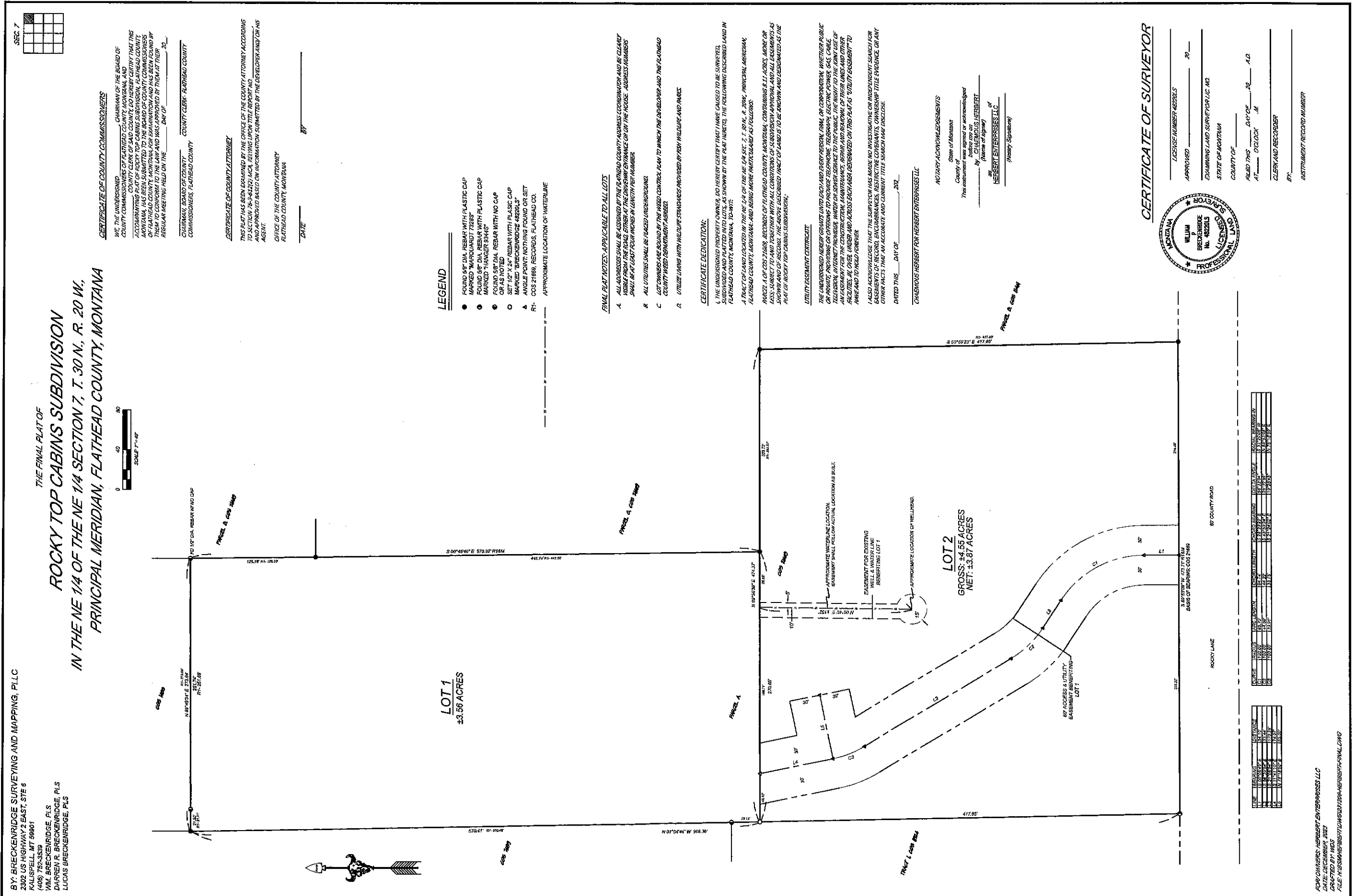
Item No.10.



Current Rd (4/24/24)

Item No.10.





RESOLUTION NO. 1919

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUMBIA FALLS, MONTANA, AUTHORIZING CALEB SOBCHAK, PUBLIC WORKS/PLANNING/GIS CLERK, FOR THE CITY OF COLUMBIA FALLS TO SERVE AS THE CITY'S ENVIRONMENTAL CERTIFYING OFFICER.

WHEREAS, the City has from time-to-time a need for an environmental assessment; and

WHEREAS an environmental assessment must be certified by a person representing the City; and

WHEREAS, Caleb Sobczak, Public Works/Planning/GIS Clerk, has worked with the current environmental certifying officer, Susan M. Nicosia, City Manager, for the past 2 ½ years assisting with the completion of such assessments, and is qualified to conduct such assessments and certify the findings, or to contract with an appropriate party and certify their findings on behalf of the City,

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

Section One: Caleb Sobczak, Public Works/Planning/GIS Clerk for the City of Columbia Falls is hereby appointed as the City of Columbia Falls Environmental Certifying Officer.

Section Two: The City Manager shall receive requests for such assessments and upon approving the same shall assign the task to Caleb Sobczak or contract with an appropriate party to complete the assessment and certify the findings.

Section Three: That this Resolution shall become effective July 1, 2024.

PASSED AND ADOPTED BY THE CITY COUNCIL OF COLUMBIA FALLS, MONTANA THIS 3rd DAY OF JUNE 2024, THE COUNCIL VOTING AS FOLLOWS:

AYES:

NOES:

ABSENT:

City Clerk

APPROVED BY THE MAYOR OF COLUMBIA FALLS, MONTANA THIS 3rd DAY OF JUNE 2024.

Mayor

ATTEST:

City Clerk

**CITY OF COLUMBIA FALLS
CORRESPONDENCE LIST
COUNCIL MEETING
June 3, 2024**

05/30/24 Letter from Greg Gianforte – Notice of Montana Community Reinvestment Act Planning Grant Award in the amount of \$30,000.

05/29/24 Letter dropped off at the front counter – Parking along baseball field on Railroad Street.

OFFICE OF THE GOVERNOR
STATE OF MONTANA

Greg Gianforte
GOVERNOR



Kristen Juras
LT. GOVERNOR

May 28, 2024

RECEIVED
MAY 30 2024
CITY OF COLUMBIA FALLS

Mr. Donald Barnhart, Mayor
City of Columbia Falls
130 6th Street West
Columbia Falls, MT 59912

Re: Notice of Montana Community Reinvestment Act Planning Grant Award

Dear Mayor Barnhart,

Congratulations! On behalf of the State of Montana, it is my pleasure to notify you that the City of Columbia Falls has been selected to receive a Montana Community Reinvestment Act planning grant award in the amount of \$30,000.00 in support of a housing study to develop community-based solutions to increase affordable and attainable housing.

All awardees will be contacted directly with more information in the upcoming weeks by program staff. If you have any questions, please contact the Community MT Division at the Montana Department of Commerce at 406-841-2770 or DOCCDD@mt.gov.

Again, congratulations. I wish you great success in the completion of your project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Greg Gianforte".
Greg Gianforte
Governor

Dear City Planners (if that's the right title),

Regarding: Parking Along Baseball Field on Railroad Dr. 4th Avenue and C Street.

Summary: Some things in this world are what I've called "just, good business".

These general actions can serve as a hedge against undesired outcomes.

All things come at a cost, it is not self-evident that every hedge or "good practice" is a net gain.

I'm of the impression that cars Not parking along Railroad Drive at that ballfield would be "just, good business".

Specifics: There is plenty of parking along the other two sides of that field, and people can walk the extra block to the home plate corner of the field, if they end up parking that far away on C Street.

Weighing this against a row of cars which prohibit the view of children running out from between them, I am of the impression this would be a worthy tradeoff.

Driving past, I've been looking under each car to see if little feet are about to run out, watching shadows to look out for the same, watching for car doors to open into my traffic lane, and have edged against or even over the center line just to give an extra space cushion between my vehicle and the row of parked cars. It would be so much easier to simply not park cars there.

Enforcement: I'd love to see a non-enforceable option exercised. Signs that *ask* people to not park there. Like make them all official looking, but not hard-lined force behind them.

Could they read to the effect: "City of CF Highly Recommends Against Parking Along Railroad Drive, Please Park On 4th and C Streets to Avoid Conflict Between Cars and Children". Maybe "Please Park Along 4th and C Streets When Using Baseball Field"?

I understand that's a bit verbose for a street sign, but something along those lines. Maybe a conversation with the organizers of those baseball event, a paper flier notice passed out to parents, then the signs as a reminder sign, could work? Or even just the first two options may be enough, a talk with the organizers and fliers to the parents?

Thank you for your consideration.

-JV

RECEIVED
MAY 29 2022
CITY OF COLUMBIA FALLS