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 05, 2023
COUNCIL CHAMBERS CITY HALL

FINANCE COMMITTEE – 5:30 P.M

(Barnhart, Piper, Robinson)

For Virtual Meeting Registration (Workshop and Regular Council), contact City Clerk Barb Staaland at (406) 892-4391 or via email: staalandb@cityofcolumbiafalls.com before 5:00 PM on the day of the meeting

WORKSHOP: URBAN DEVELOPMENT 6:00 - 7:00 PM

(Full Council)

Public Comment (Mayor may set time limit to ensure adequate time for workshop discussion)

Council discussion - Urban Development

REGULAR MEETING – 7:00 P.M.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

CONSENT AGENDA:

1. Approval of Claims - June 5, 2023 - $351,348.11
2. Approval of Payroll Claims - May 26, 2023 - $156,385.68
3. Approval of Regular City Council Meeting Minutes - May 15, 2023

4. Approval of Sewer Plant Investment Fee Agreement - Owen/Snelson, 915 Vans Avenue, and authorize City Manager to execute
5. Approval of Cedar Palace LLC Plant Investment Fee Agreement, 500 12th Ave West, and authorize City Manager to Execute
6. Ratification of FOP Collective Bargaining Agreement (23-24 FY Wage Opener) and authorize City Manager to Execute

VISITORS/PUBLIC COMMENT (Items not on agenda)

PRESENTATIONS:

Mountain Climber Update - Elizabeth Wood, Director, Flathead County Public Transportation

APPOINTMENTS:

7. Police Commission Appointment - Larry Wilson, 3-year term ending May 2026
8. Oath of Office - Probationary Patrolman - Todd Hall and Aaron Luna

EMPLOYEE RECOGNITION:

9. Employee Recognition - 5 year pins: Judge Curtis, Dep. Court Clerk Pederson, and Police Officer Rice

NOTICE OF PUBLIC HEARINGS/PUBLIC HEARINGS:

10. **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 19, 2023 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, 2023 and ending June 30, 2024 will begin on June 19, 2023 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 FY2023/2024. Council will hear any objections to the final adoption of the resolution levying special assessments for FY 2023/2024. Special Assessments are estimated as follows:

Street Lighting District	$ 30,049 (no change)
Street Maintenance District	$330,000 (4.4% 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.

NEW BUSINESS:

11. Call for Bids - 2023 Chip Seal/Crack Filling Project

ORDINANCES / RESOLUTIONS:

12. **Resolution # 1899:** A Resolution of the City Council of the City of Columbia Falls, Montana Adopting an Animal Conflict Prevention and Reduction Policy
13. **First Reading - Ordinance # 826 - Amending 8.16 Refuse and Litter:**

    Adding 8.16.040 Unlawful to Accumulate Refuse and Litter Resulting in Animal Conflict

REPORTS / BUSINESS FROM MAYOR & COUNCIL

CITY MANAGER REPORT

CITY ATTORNEY REPORT

MISCELLANEOUS

14. May Fire Department Activity Report
15. Correspondence

ADJOURN

Next Scheduled Meetings:
City Council – Regular Meeting, **June 19, 2023** – 7:00 PM
Planning Board – TBD

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund	Org	Acct	Object	Proj	Cash Account
		*** Claim from another period (5/23) ****									
44508		3112 406 CLEANING OF COLUMBIA FALLS	3,400.00								
		224 05/25/23 FAC-MAY JANITORIAL SERVICE	3,400.00			1000		411200	399		101000
		Total for Vendor:	3,400.00								
44526		877 APPLIED INDUSTRIAL TECHNOLOGIES	444.67								
		7026995584 05/16/23 SWR-40EA SEALS/165EA MISC	444.67			5310		430600	220		101000
		Total for Vendor:	444.67								
		*** Claim from another period (5/23) ****									
44502		3028 CENTURYLINK - BUSINESS SERVICES	314.07								
		INTERNET SERVICES 04/16/23-05/16/23									
		640745920 05/16/23 COMP-4/16-5/16/23	314.07			1000		410580	345		101000
		Total for Vendor:	314.07								
		*** Claim from another period (5/23) ****									
44510		14 CITY OF COLUMBIA FALLS	1,977.10								
		052423 05/24/23 FAC-4/18-5/17/23	172.27			1000		411200	342		101000
		052423 05/24/23 FD-4/18-5/17/23	36.78			1000		420400	342		101000
		052423 05/24/23 PRKS-4/18-5/17/23	1,264.18			1000		460400	342		101000
		052423 05/24/23 STRS-4/18-/5/17/23	103.66			2500		430200	342		101000
		052423 05/24/23 WTR-4/18-5/17/23	56.64			5210		430500	342		101000
		052423 05/24/23 SWR-4/18-5/17/23	99.12			5310		430600	342		101000
		052423 05/24/23 POOL-4/18-5/17/23	244.45			1000		460445	342		101000
		Total for Vendor:	1,977.10								
44543		776 COL.FALLS VOLUNTEER FIRE	14,624.99								
		060223A 06/02/23 April & May TAX - PP	2.28			7120		212520			101000
		060223A 06/02/23 April & May TAX P&I	5.36			7120		212520			101000
		060223A 06/02/23 April & May TAX - REAL	1,168.35			7120		212520			101000
		060223A 06/02/23 Fire Insurance Premium	13,449.00			7120		212520			101000
		Total for Vendor:	14,624.99								
44523		990 COLUMBIA NURSERY & LANDSCAPE	172.43								
		84393 05/16/23 PRKS-SPRINKLER HEAD	9.99*			1000		460400	240		101000
		84503 05/17/23 PRKS-GRASS SEED 2EA	42.99			1000		460400	225		101000
		82265 05/20/23 PRKS-PLANTS/HOERNER	119.45			1000		460400	225		101000
		Total for Vendor:	172.43								

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund	Org	Acct	Object	Proj	Cash Account
44527		3026 DAILY INTER LAKE	245.90								
		NO. 29423 05/07/23 FIN-PUBLIC NOTICE/ANIMAL CN	245.90			1000		410500	331		101000
		Total for Vendor:	245.90								
44549		1797 DEPARTMENT OF ADMINISTRATION	54.63								
		SITSD51931 06/02/23 PD-ITSD/EMAIL 4/1-4/30/23	54.63			1000		420100	355		101000
		Total for Vendor:	54.63								
		*** Claim from another period (5/23) ****									
44515		999999 DUGAN, JOSHUA	226.34								
WATER DEPOSIT REFUND 100 11TH ST W											
		052623 05/26/23 WTR-WATER DEP REFUND 01047-47	226.34			5210		214010			101000
		Total for Vendor:	226.34								
		*** Claim from another period (5/23) ****									
44497		3182 EFFICIENT SERVICES	3,675.00								
		1008 05/29/23 PRKS-COLUMBUS PRK SOD	1,000.00			4010		460400	930		101000
		1008 05/29/23 PRKS-COLUMBUS PARK IRRIGATION	2,675.00			4010		460400	930		101000
		Total for Vendor:	3,675.00								
44529		1383 FASTENAL COMPANY	83.16								
		MTKAL26600 05/16/23 SWR-LS PUMP LIFT CABLE PAR	83.16*			5310		430600	240		101000
		Total for Vendor:	83.16								
44531		438 FERGUSON WATERWORKS	142.56								
STOCK											
		0854891 05/16/23 WTR-3/4" CORP STOP 2EA	142.56*			5210		430500	230		101000
		Total for Vendor:	142.56								
		*** Claim from another period (5/23) ****									
44511		3104 FIRST CALL COMPUTER SOLUTIONS,	1,700.00								
JUNE IT SERVICES											
		88159 06/01/23 COMP-JUNE IT SERVICES	1,700.00			1000		410580	355		101000
		Total for Vendor:	1,700.00								
44528		240 FLATHEAD CONCRETE PRODUCTS, INC.	2,868.00								
CONCRETE PADS FOR BEAR PROOF GARBAGE CANS											
NUCLEUS GARBAGE CAN LINERS AND LIDS											
		24051 05/23/23 STRS-GARBAGE CAN LIDS&LINERS	1,192.00			2500		430200	240		101000

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	24062 05/24/23 PRKS-CON PADS FOR GARBAGE CANS	1,676.00			1000	460400	225		101000
	Total for Vendor:	2,868.00							
	*** Claim from another period (5/23) ****								
44496	1892 FLATHEAD COUNTY	150.00							
	6056 05/18/23 OWNER LIST-RAJKOVICH	75.00			1000	411000	390		101000
	6051 05/18/23 OWNER LIST-GUDLIN	75.00			1000	411000	390		101000
	Total for Vendor:	150.00							
	*** Claim from another period (5/23) ****								
44504	1378 GLACIER CLEAN CAR WASH	100.00							
	150-2023 05/22/23 PD-FLEET WASH CARD-33073	100.00			1000	420100	361		101000
	Total for Vendor:	100.00							
44530	2948 GLACIER CLOTHING CO.	150.14							
	11767 05/09/23 PRKS-RILEY/MAITLAND EMBROIDERY	150.14*			1000	460400	226		101000
	Total for Vendor:	150.14							
44546	2819 GLACIER MEDICAL ASSOCIATES	322.00							
FF1 ACADEMY PHYSICAL									
	052623 05/26/23 FD-K. SMITH PHYSCIAL	322.00*			1000	420400	390		101000
	Total for Vendor:	322.00							
44522	3113 GLOBAL ARCHIVES INC	166.32							
	2304033 05/25/23 WTR-MONTHLY STORAGE AS BUILTS	83.16*			5210	430500	363		101000
	2304033 05/25/23 SWR-MONTHLY STORAGE AS BUILTS	83.16*			5310	430600	363		101000
	Total for Vendor:	166.32							
44532	3095 GREAT NORTHERN LOCK AND SAFE	120.00							
	11974 05/19/23 WTR-6EA RED LOCKS	120.00			5210	430500	220		101000
	Total for Vendor:	120.00							
	*** Claim from another period (5/23) ****								
44514	3195 HAMMER QUINN & SHAW, PLLC	1,588.50							
	31069 05/01/23 LGL-CAHILL COUNTERCLAIM	1,588.50			1000	411100	351		101000
	Total for Vendor:	1,588.50							

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44533		2806 HANSON'S HARDWARE	521.78							
		605632 05/08/23 POOL-1/2" BALL VALVE	25.99			1000	460445	240		101000
		605632 05/08/23 POOL-1 GAL SIMPLE GREEN	12.99			1000	460445	224		101000
		605674 05/10/23 PRKS-EPOXY/SCREWS BEARCANS	69.38			1000	460400	225		101000
		605670 05/10/23 STRS-4' STRIP LIGHT	44.99			2500	430200	240		101000
		605703 05/11/23 FAC-HAND SPEADER	22.99			1000	411200	212		101000
		605703 05/11/23 FAC-WEED/FEED/GRND CLEAR	66.98*			1000	411200	220		101000
		605710 05/12/23 FD-UTILITY KNIFE/48" SQUARE	29.28*			1000	420400	212		101000
		605744 05/15/23 SWR-NIPPLES/BUSHING/VALVE	46.91*			5310	430600	240		101000
		605747 05/15/23 SWR-BRASS COUPLING	2.99*			5310	430600	240		101000
		605745 05/15/23 SWR-1/4" NIPPLE/ELBOW	10.47*			5310	430600	240		101000
		605750 05/15/23 SWR-PACKING TAPE 2PK	14.99			5310	430600	220		101000
		605780 05/17/23 PRKS-BOWL BRUSH	5.49			1000	460400	224		101000
		605780 05/17/23 PRKS-1"X13' 400# ENDLESS RAT T	12.99*			1000	460400	240		101000
		605803 05/19/23 PRKS-26'-38' SPRINKLER HEAD	18.99*			1000	460400	240		101000
		605854 05/23/23 SWR-MISC SCREW	0.61*			5310	430600	240		101000
		605874 05/23/23 SWR-NIPPLE/VALVE/BUSHING	58.90*			5310	430600	240		101000
		605864 05/23/23 PRKS-3/4"X1-3/4" SS CLAMP 4EA	11.16*			1000	460400	240		101000
		605875 05/23/23 PRKS-1-1/4"-2-1/4 SS CLAMP 3EA	7.47*			1000	460400	240		101000
		605891 05/24/23 PRKS-INSECT KILLER	9.99*			1000	460400	220		101000
		605883 05/24/23 PRKS-FOREARM FORKLIFT	25.99			1000	460400	212		101000
		605970 05/30/23 POOL-SCREWS 39EA	22.23*			1000	460400	240		101000
		Total for Vendor:	521.78							
		*** Claim from another period (5/23) ****								
44513		1119 HDR ENGINEERING, INC.	20,606.60							
WWTP AND SEWER IMPROVEMENTS PROJECT INVOICE #14										
		1200523945 05/19/23 SWR ARPA INV #14 THRU 5/06	20,606.60			5310	430600	930		101000
		Total for Vendor:	20,606.60							
		*** Claim from another period (5/23) ****								
44517		2845 HEARTWOOD TREE SERVICE	2,400.00							
ARBOR DAY 2023 - 1 HONET LOCUST, 1 BLUE SPRUCE AND 1 ENGELMANN SPRUCE										
		050823 05/08/23 ARBOR DAY - 3 TREES/LABOR	2,400.00*			1000	410132	390		101000
		Total for Vendor:	2,400.00							

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	*** Claim from another period (5/23) ****							
44512	1659 HIGH COUNTRY LINEN SUPPLY	298.11						
	0548942 05/22/23 FAC-CITY HALL, POLC, CRT, FIN	261.54			1000 411200	224		101000
	0548943 05/22/23 FAC-FIRE HALL	36.57			1000 411200	224		101000
	Total for Vendor:	298.11						
44535	2849 J2 BUSINESS PRODUCTS	175.55						
	1286481-0 05/10/23 WTR-GOLD PAPER 1 REAM	23.60			5210 430500	210		101000
	1286481-0 05/10/23 SWR-GOLD PAPER 1 REAM	23.60			5310 430600	210		101000
	1288118-0 05/16/23 FAC-TISSUE/BATH TISSUE	117.36			1000 411200	224		101000
	1289380-0 05/19/23 PD-CLASP ENVELOPES 1 BOX	10.99			1000 420100	210		101000
	Total for Vendor:	175.55						
	*** Claim from another period (5/23) ****							
44494	3004 JIFFY LUBE	101.68						
	1920416 05/12/23 PD-OIL CHANGE #18	101.68			1000 420100	361		101000
	Total for Vendor:	101.68						
44525	2590 L.N. CURTIS & SONS	4,786.10						
	INV705337 05/16/23 FD- SCBAS FLOW TESTING 22EA	2,770.00			1000 420400	394		101000
	INV705285 05/16/23 FD-ANNUAL SRVE TEST COMPRES	2,016.10*			1000 420400	360		101000
	Total for Vendor:	4,786.10						
44555	2047 LAURIE'S DELI	329.60						
	051823 05/18/23 EMPLOYEE MEETING	329.60			1000 410400	390		101000
	Total for Vendor:	329.60						
44534	1080 LES SCHWAB TIRE CENTER	291.88						
UNIT 20 BRAKE REPAIR								
	520596 05/16/23 PD-UNIT #20 WINTER CHANGEOVER	99.96			1000 420100	361		101000
	520190 05/13/23 PD-UNIT #18 WINTER CHANGEOVER	99.96			1000 420100	361		101000
	521133 05/19/23 PD-UNIT #13 WINTER CHANGEOVER	91.96			1000 420100	361		101000
	Total for Vendor:	291.88						
44536	162 LOGAN HEALTH - WHITEFISH	20.00						
	051123 05/11/23 PD-EVID BLOOD COLLECTION	20.00			1000 420100	390		101000
	Total for Vendor:	20.00						

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund Org Acct	Object	Proj	Cash Account
		*** Claim from another period (5/23) ****							
44495		916 MID-AMERICAN RESEARCH CHEMICAL	392.83						
		0790807-IN 05/12/23 STRS-DEGREASER & THERMO GR	392.83*			2500 430200	220		101000
		Total for Vendor:	392.83						
		*** Claim from another period (5/23) ****							
44498		3208 MIGHTY MOUNTAIN LLC	3,750.00						
		MARANTETTE BAND SHELL REPAIR - SIDING, EXTERIOR DOORS, SHINGLES AND TRIM.							
		2001 05/17/23 PRKS-MARANTETTE BAND SHELL	3,750.00*			1000 460400	366		101000
		Total for Vendor:	3,750.00						
		*** Claim from another period (5/23) ****							
44501		631 MONTANA DEPT. OF ENVIRONMENTAL	270.00						
		5R2301399 05/01/23 WTR-C. BECKER WTR RENEWAL F	30.00			5210 430500	335		101000
		5R2300926 05/01/23 FIN-S. BATES WTR RENEWAL FE	30.00			5210 430500	335		101000
		5R2300137 05/01/23 WTR-M. LAMPMAN WTR RENWL FE	30.00			5210 430500	335		101000
		5R2300753 05/01/23 WTR-J. PALIGA WTR RENWL FEE	30.00			5210 430500	335		101000
		5R2300753 05/01/23 SWR-J. PALIGA SWR RENWL FEE	40.00			5310 430600	335		101000
		5R2300069 05/01/23 SWR-G. JENKINS SWR RENWL FE	40.00			5310 430600	335		101000
		5R2300069 05/01/23 WTR-G. JENKINS WTR RENWL FE	30.00			5210 430500	335		101000
		5R2301078 05/01/23 SWR-D. SANDSON SWR RENWL FE	40.00			5310 430600	335		101000
		Total for Vendor:	270.00						
44539		707 MONTANA DEPT. OF REVENUE	1,575.84						
		HILLTOP SEWER REPLACEMENT AND LIFT STAION #5 - PAY APP #2							
		PAY APP 2 05/30/23 SWR-NEUMANN CONST 1% W/HOLD	1,575.84			5310 430600	930		101000
		Total for Vendor:	1,575.84						
		*** Claim from another period (5/23) ****							
44500		3152 MONTANA ELITE LLC	1,164.00						
		2307 05/12/23 WTR-CLAIRE PRK PRE LUBE W/VALV	1,164.00			5210 430500	360		101000
		Total for Vendor:	1,164.00						
		*** Claim from another period (5/23) ****							
44503		722 MORRISON-MAIERLE, INC.	33,469.86						
		12TH AVE IMPROVEMENTS, 5TH AVE EN WATER MAIN REPLACEMENT, BUSINESS DISTRICT SIDE WALKS AND PARKING IMPROVEMENTS.							
		SEVERAL ON CALL SERVICES							
		000230800 05/09/23 12TH AVE W IMPROVEMENTS	20,037.36			2959 470300	930		101000
		000230796 05/09/23 BIZ DISTRICT PARKNG & SIDEW	5,190.50			2310 470300	931		101000
		000230799 05/09/23 5TH AVE EN WATER MAIN PROJE	5,455.50			5210 430500	930		101000

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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund	Org	Acct	Object	Proj	Cash Account
		000230798 05/09/23 ON CALL SVC - ST. RICHARDS	159.00			5310		430600	354		101000
		000230798 05/09/23 ON CALL SVC - ST. RICHARDS	159.00			5210		430500	354		101000
		000230610 05/09/23 ON CALL SVC - GARNIER HEIGH	516.75			5210		430500	354		101000
		000230610 05/06/23 ON CALL SVC - GARNIER HEIGH	516.75			5310		430600	354		101000
		000230605 05/09/23 OVERLAY & RECONSTRUCT PROJE	1,435.00			4040		430200	950		101000
		Total for Vendor:	33,469.86								
		*** Claim from another period (5/23) ****									
44499		2707 MOUNTAIN ALARM	100.75								
ALARM MONITORING 6/1-6/30/23											
		3589412 06/01/23 FAC-CITY HALL JUNE 2023	47.35			1000		411200	366		101000
		3588413 05/01/23 FAC-FD JUNE 2023	53.40			1000		411200	366		101000
		Total for Vendor:	100.75								
44538		1247 MURDOCH'S RANCH & HOME KALISPELL	59.98								
		10340/I 04/25/23 PRKS-32GB MICRO SD CARD	9.99*			1000		460400	220		101000
		052423 05/24/23 WTR-170# BAILING TWINE	16.67			5210		430500	220		101000
		052423 05/24/23 SWR-170# BAILING TWINE	16.66			5310		430600	220		101000
		052423 05/24/23 STRS-170# BAILING TWINE	16.66*			2500		430200	220		101000
		Total for Vendor:	59.98								
44540		3207 NCC NEUMANN CONSTRUCTION CO	156,007.77								
HILLTOP SEWER REPLACEMENT AND LIFT STATION #5 - PAY APP #2											
		PAY APP 2 05/30/23 SWR-HILLTOP SEWER/LS #5	157,583.61			5310		430600	930		101000
		PAY APP 2 05/30/23 SWR-1% STATE W/HOLDING	-1,575.84			5310		430600	930		101000
		Total for Vendor:	156,007.77								
44554		132 NORMONT EQUIPMENT COMPANY	302.02								
		29617 05/18/23 STRS-AIR FILTERS/DURAPATCHER	302.02			2500		430200	232		101000
		Total for Vendor:	302.02								
44520		3085 ORTHOPEDIC REHAB INC	600.00								
TODD HALL PRE-EMPLOYMENT PHYSICAL											
MELISSA MAITLAND PRE-EMPLOYMENT PHYSICAL											
AARON LUNA PRE-EMPLOYMENT PHYSICAL											
		76321 05/15/23 PD-T. HALL PHYSICAL	200.00			1000		420100	390		101000
		76836 05/15/23 PD-A. LUNA PHYSICAL	200.00			1000		420100	390		101000
		78836 05/15/23 PRKS-M. MAITLAND PHYSICAL	200.00			1000		460400	390		101000
		Total for Vendor:	600.00								

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund Org Acct	Object	Proj	Cash Account
		*** Claim from another period (5/23) ****							
44516		3100 PEDROS PROPERTIES	1,819.50						
CITY COST SHARE FOR WATER LINE REPAIR FROM MAIN TO THE HOUSE - 1295 MARJORIE ST									
		2023-057 05/19/23 WTR-1295 MARJORIE WATERLINE	1,819.50			5210 430500	360		101000
		Total for Vendor:	1,819.50						
		*** Claim from another period (5/23) ****							
44506		2932 PIONEER CHEMICAL SUPPLY LLC	5,746.69						
		12710 05/15/23 POOL-15GAL ACID/STABILIZER	3,440.11*			1000 460445	221		101000
		12693 04/05/23 POOL-THIOSULFATE 50# PAIL	179.85*			1000 460445	221		101000
		12693 04/05/23 POOL-PENTAIR POOL PUMP	2,126.73			1000 460445	240		101000
		Total for Vendor:	5,746.69						
44553		1495 PLATT ELECTRIC SUPPLY	297.60						
		4A47264 05/11/23 STRS-BALLASTS FOR STREET SHOP	297.60			2500 430200	240		101000
		Total for Vendor:	297.60						
		*** Claim from another period (5/23) ****							
44507		3192 POP A SQUAT PORTABLES	665.00						
MAY									
		13330 05/25/23 PRKS-7 PORTA POTTIES 05/23	665.00			1000 460400	399		101000
		Total for Vendor:	665.00						
44550		2769 RESPONSE EQUIPMENT SPECIALISTS,	10,680.12						
2022 DODGE CHARGER UPFIT									
		5608 05/19/23 PD-UPFITTING VEC EQUIPMENT	10,680.12*			4020 420100	940		101000
		Total for Vendor:	10,680.12						
		*** Claim from another period (5/23) ****							
44505		2809 RON'S ALIGNMENT	512.45						
		58865 05/10/23 FD-485 FRONT END/TIE RODS	512.45			1000 420400	361		101000
		Total for Vendor:	512.45						
44521		1042 SANDS SURVEYING, INC.	1,615.00						
		37183 05/23/23 P/Z-ROUTINE SRVS 4/18-5/22/23	1,615.00*			1000 411000	399		101000
		Total for Vendor:	1,615.00						

* ... Over spent expenditure

Claim/ Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund Org Acct		Object	Proj	Cash Account
44541	2755 SHERWIN-WILLIAMS CO	4,924.14							
	5678-5 05/15/23 STRS-SPRAYER REPAIR KIT	125.99			2500	430200	240		101000
	0012-5 05/17/23 STRS-CROSSWALK PAINT 45EA	1,604.05*			2500	430200	220		101000
	5965-6 05/30/23 STRS-CROSSWALK PAINT 40EA	1,419.60*			2500	430200	220		101000
	6299-9 06/01/23 STRS-CROSSWALK PAINT 50EA	1,774.50*			2500	430200	220		101000
	Total for Vendor:	4,924.14							
44537	2941 SIGMA-ALDRICH INC.	189.61							
DEMAND, PH WATER, RESIDUE LAB SUPPLIES									
	560073177 05/09/23 SWR-LAB QA-QC	189.61*			5310	430600	222		101000
	Total for Vendor:	189.61							
44552	862 SUCCESSFUL SIGNS AND AWARDS	37.00							
	10247 05/15/23 FIN-NOTARY STAMP L. GUNTHER	37.00			1000	410500	210		101000
	Total for Vendor:	37.00							
44551	2969 THE RADAR SHOP INC.	455.00							
	14894 05/01/23 PD-CERTS FOR ACCURACY	455.00*			1000	420100	399		101000
	Total for Vendor:	455.00							
44542	1623 THE UPS STORE #4515	236.45							
TRACKING #1ZWA36710311653724									
TRACKING #1ZWA36710378730015									
	051523 05/15/23 SWR-JET HOSE RETURN	222.89			5310	430600	310		101000
	23-3661 05/25/23 PD-EVIDENCE SHIPPING	13.56			1000	420100	310		101000
	Total for Vendor:	236.45							
	*** Claim from another period (5/23) ****								
44519	1295 U.S. BANK - SPA LOCKBOX CM9695	60,702.50							
2009 B SEWER									
2009 C SEWER									
2005 WATER									
2020 WATER									
	2307471 05/25/23 SWR-2009 B SEWER PRINCIPAL	9,000.00			5310	490215	610		101000
	2307471 05/25/23 SWR-2009 B SEWER INTEREST	457.50			5310	490215	620		101000
	2307472 05/25/23 SWR-2009 C SEWER PRINCIPAL	11,000.00			5310	490215	610		101000
	2307472 05/25/23 SWR-2009 C SEWER INTEREST	2,790.00			5310	490215	620		101000

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund	Org Acct	Object	Proj	Cash Account
		2307636 05/25/23 WTR-2005 WATER PRINCIPAL	15,000.00			5210	490210	610		101000
		2307636 05/25/23 WTR-2005 WATER INTEREST	855.00			5210	490210	620		101000
		2307637 05/25/23 WTR-2020 WATER PRINCIPAL	14,000.00			5210	490220	610		101000
		2307637 05/25/23 WTR-2020 WATER INTEREST	7,600.00			5210	490220	620		101000
		Total for Vendor:	60,702.50							
44547		3200 USABLUEBOOK	835.31							
		349632 04/26/23 SWR-INTELLICAL PH ELECTRODE 2	835.31*			5310	430600	222		101000
		Total for Vendor:	835.31							
		*** Claim from another period (5/23) ****								
44518	E	1218 VERIZON WIRELESS	1,292.92							
		9934813571 05/12/23 ADMIN-4/13-5/12/23	22.41			1000	410400	345		101000
		9934813571 05/12/23 FIN-4/13-5/12/23	22.41			1000	410500	345		101000
		9934813571 05/12/23 FIRE-4/13-5/12/23	60.26			1000	420400	345		101000
		9934813571 05/12/23 FAC-4/13-5/12/23	12.40			1000	411200	345		101000
		9934813571 05/12/23 STRT-4/13-5/12/23	95.09			2500	430200	345		101000
		9934813571 05/12/23 PD-4/13-5/12/23	746.15			1000	420100	345		101000
		9934813571 05/12/23 WTR-4/13-5/12/23	167.10			5210	430500	345		101000
		9934813571 05/12/23 SWR-4/13-5/12/23	117.49			5310	430600	345		101000
		9934813571 05/12/23 CRT-4/13-5/12/23	49.61			1000	410360	345		101000
		Total for Vendor:	1,292.92							
44524		84 WESTERN BUILDING CENTER	1,035.66							
		4I176436 04/06/23 WTR-NAIL PULLER/TAPE M/SCREW	80.46			5210	430500	212		101000
		4I193321 04/18/23 WTR-2EA PLASTIC UNION	10.98			5210	430500	240		101000
		4I193321 04/18/23 WTR-RND SHOVEL	29.99			5210	430500	212		101000
		4I204198 04/25/23 FAC-TOLIET SUPPLY	8.59			1000	411200	240		101000
		4I222188 05/04/23 POOL-TEFLON TAPE/SUPPLY TUBE	10.18			1000	460445	220		101000
		4I222608 05/04/23 POOL-SUPPLY TUBE	-8.29			1000	460445	220		101000
		4I221985 05/04/23 WTR-25' TAPE MEASURE	14.99			5210	430500	212		101000
		4I221985 05/04/23 WTR-BLK IRON BUSHING	2.59			5210	430500	240		101000
		4I227457 05/08/23 PRKS-FASTSET CONCRETE	13.79*			1000	460400	240		101000
		4I227181 05/08/23 PRKS-AA BATTERIES 16PK	19.99*			1000	460400	220		101000
		4I227844 05/08/23 PRKS-CAUTION TAPE 3EA	33.87*			1000	460400	220		101000
		4I229654 05/09/23 PRKS-SM ENGINE FUEL 2EA	59.98			1000	460400	231		101000
		4I231828 05/10/23 PRKS-PAINT FOR BAND SHELL	42.99*			1000	460400	240		101000
		4I232664 05/10/23 PRKS-TRIMMER LINE	16.49*			1000	460400	220		101000

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund Org Acct		Object	Proj	Cash Account
		4I234869 05/11/23 FAC-MAKITA 18V BLOWER/TRIM	229.00			1000	411200	212		101000
		4I236144 05/12/23 STRS-BIT3 CUTTER	7.20			2500	430200	212		101000
		4I241147 05/15/23 PRKS-1 KEY CUTTING	1.99*			1000	460400	220		101000
		4I243253 05/16/23 POOL-PVC COUPLING/ELBOW/STUD	33.53			1000	460445	240		101000
		4I245299 05/17/23 STRS-AAA BATT 16PK/ZINC PULL	34.37*			2500	430200	220		101000
		4I244332 05/17/23 PRKS-BOX OF EARPLUGS	68.28*			1000	460400	220		101000
		4I246893 05/18/23 PRKS-PAINT FOR BAND SHELL	42.99*			1000	460400	240		101000
		4I250422 05/19/23 POOL-ASSORTED FASTENERS	7.65			1000	460445	220		101000
		4I253094 05/22/23 POOL-SIMPLE GREEN 1 GAL	24.58			1000	460445	224		101000
		4I253684 05/22/23 STRS-PUSH BROOM	29.49			2500	430200	212		101000
		4I253540 05/22/23 PRKS-3EA HOSE HANGERS	29.97			1000	460400	212		101000
		4I255682 05/23/23 SWR-ELEC BALAST 1EA	22.99*			5310	430600	240		101000
		4I255078 05/23/23 WTR-D BATTERIES 8PK	39.98			5210	430500	220		101000
		4I258714 05/24/23 POOL-PVC/RED GLUE/CLEANER	30.26			1000	460445	240		101000
		4I257918 05/24/23 POOL-PAINT/ROCKTITE CEMENT	85.97			1000	460445	240		101000
		052523 05/25/23 WTR-FINANCE CHARGE	1.82			5210	430500	390		101000
		4I231346 05/10/23 WTR-BRASS NIPPLE 1EA	8.99			5210	430500	240		101000
		Total for Vendor:	1,035.66							
44548		2716 XYLEM DEWATERING SOLUTIONS, INC	553.00							
LIFT STATION #7										
		3556C72442 05/02/23 SWR-HANDLE/SCREWS/O-RINGS	553.00*			5310	430600	240		101000
		Total for Vendor:	553.00							

\# of Claims 59 Total: 351,348.11 # of Vendors 58
Total Electronic Claims 1,292.92
Total Non-Electronic Claims 350055.19

For the Accounting Period: 6/23

Fund/Account	Amount
1000 GENERAL FUND	
101000 CASH/CASH EQUIVALENTS	$35,459.48
2310 TAX INCREMENT DISTRICT FUND	
101000 CASH/CASH EQUIVALENTS	$5,190.50
2500 SPECIAL STREET MAINTENANCE DISTRICT FUND	
101000 CASH/CASH EQUIVALENTS	$7,440.05
2959 EDA	
101000 CASH/CASH EQUIVALENTS	$20,037.36
4010 CAPITAL PROJECTS FUND - Parks	
101000 CASH/CASH EQUIVALENTS	$3,675.00
4020 CAPITAL PROJECTS FUND - General	
101000 CASH/CASH EQUIVALENTS	$10,680.12
4040 CAPITAL PROJECTS FUND - Street	
101000 CASH/CASH EQUIVALENTS	$1,435.00
5210 WATER ENTERPRISE FUND	
101000 CASH/CASH EQUIVALENTS	$47,745.62
5310 SEWER ENTERPRISE FUND	
101000 CASH/CASH EQUIVALENTS	$205,059.99
7120 FIRE RELIEF DISABILITY/PENSION FUND	
101000 CASH/CASH EQUIVALENTS	$14,624.99
Total:	$351,348.11

Council Meeting Date: 06/05/23

Claims Submitted to Council:$ 351,348.11

Claims Denied/Withheld by Council Finance Committee:$______________ Claim #'s:________________

Prepared By: Shawn Bates, Finance Director

Shawn Bates

Approved by Susan M. Nicosia, City Manager

Susan Nicosia

City Council to Approve by motion on consent agenda

The following claims are significant:

Response Equipment Specialists - $10,680.12 - PD 2022 Charger upfitting (Fund 4020)
HDR Engineering Inc. - $20,606.60 - WWTP & Sewer improvements (Fund 5310)
Morrison-Maierle Inc. - $33,469.86 - 12th Ave W, Biz District, 5th Ave EN & On Call (Fund 5310, 5210 & 4040)
U.S. Bank - $60702.50 - Sewer 2009 B and C, Water 2005 and 2020 Loan Payments (Fund 5310 & 5210)
NCC Neumann Construction - $157,583.61 - Hilltop sewer and LS #5 project (Fund 5310)

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

Total for Payroll Checks

May 24, 2023
Payroll
$156,385.68
Barb Staaland

	Employee	Employer	Amount
ADDL HOURS (Additional)	0.00		156.00
OVER HOURS (Overtime)	105.75		4,826.29
REG HOURS (Regular Time)	2,613.00		77,656.00
SFTO HOURS (Shift Sup/FTO - $1.5/hour)	183.50		275.25
SHFN HOURS (Shift B)	417.50		835.00
SHFQ HOURS (OVT B)	49.50		148.50
SICK HOURS (Sick Time)	196.25		6,674.55
VACA HOURS (Vacation Time Used)	113.00		3,538.22
VOLN HOURS (Not in use)	24.00		1,200.00
GROSS PAY	94,109.81	0.00	
NET PAY	65,360.01	0.00	
NET PAY (CHECKS)	330.80		
NET PAY (DIRECT DEPOSIT)	65,029.21		
AFLAC-POSTTAX	111.67	0.00	
AFLAC-PRETAX	165.04	0.00	
CHILD SUPPORT P	413.07	0.00	
CITY OF COLUMBI	20.00	0.00	
FIT	7,289.84	0.00	
FLEX ALLEGIANCE	1,051.30	32.50	
FOP	405.00	0.00	
HEALTHINS/PRE	2,151.96	20,432.57	
MEDICARE	1,352.76	1,352.76	
MT ST FIRE ASSO	95.97	0.00	
NATIONWIDE/CITY	0.00	2,553.24	
NATIONWIDE/EMP	338.33	0.00	
P.E.R.S.	3,948.39	4,483.19	
PERS/FURS	1,026.84	1,378.09	
PERS/POLICE	2,578.09	4,127.80	
SIT	4,227.00	0.00	
SOCIAL SECURITY	3,126.74	3,126.74	
TEAMSTERS DUES	343.50	0.00	
UNEMPL. INSUR.	0.00	509.93	
UNUM LIFE INS.	104.30	0.00	
WORKERS' COMP	0.00	3,285.01	
CHARLES SCHWAB	1,612.28	0.00	
FIRST INTERSTAT	1,062.77	0.00	
FREEDOM BANK	4,720.09	0.00	
GLACIER BANK KA	5,566.06	0.00	
GLACIER BANK/CF	17,130.40	0.00	
GLACIER BANK/WF	1,734.67	0.00	
NAVY FEDERAL CR	1,672.03	0.00	
PARKSIDE CR U	12,326.25	0.00	
THREE RIVERS	1,145.13	0.00	
USAA FEDERAL	1,317.14	0.00	
USBANK.	2,678.66	0.00	
VERIDIAN CREDIT	400.00	0.00	
WELLS FARGO	6,424.78	0.00	
WFISH CR UNION	7,238.95	0.00	

FIT/SIT BASE	82,849.86	0.00
MEDICARE BASE	93,294.75	0.00
PERS BASE	88,221.78	0.00
SOC SEC BASE	50,431.46	0.00
UN BASE	92,709.81	0.00
WC BASE	93,701.06	0.00

Total 41,281.83

Total Payroll Expense (Gross Pay + Employer Contributions): 135,391.64

*** PAYROLL REGISTER + VOLUNTEER PAYROLL REGISTER = PAYROLL SUMMARY ***

Check Summary

Payroll Checks Prev. Out.	$55,134.94
Payroll Checks Issued	$51,849.43
Payroll Checks Redeemed	$54,626.62
Payroll Checks Outstanding	$52,357.75
Electronic Checks	$104,536.25

Deductions Accrued		Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
Social Security	6253.48		6253.48		212260
Medicare	2705.52		2705.52		212260
P.E.R.S.	8431.58		8431.58		212270
Unempl. Insur.	509.93	2082.55		2592.48	212210
Workers' Comp	3285.01	13198.89		16483.90	212220
FIT	7289.84		7289.84		212260
SIT	4227.00		4227.00		212260
AFLAC-PRETAX	165.04	165.04	330.08		212230
NATIONWIDE/EMP	338.33		338.33		212280
Teamsters dues	343.50	343.50	687.00		212310
PERS/Police	6705.89		6705.89		212240
NATIONWIDE/CITY	2553.24		2553.24		212280
AFLAC-POSTTAX	111.67	111.67	223.34		212230
PERS/FURS	2404.93		2404.93		212275
MT ST FIRE ASSO	95.97		95.97		212315
HEALTHINS/PRE	22584.53	22584.53	46649.00	-1479.94	212400
CITY OF COLUMBI	20.00		20.00		212450
UNUM LIFE INS.	104.30	104.30	208.60		212400
FLEX ALLEGIANCE	1083.80		1083.80		212285
CHILD SUPPORT P	413.07		413.07		212330
FOP	405.00		405.00		212335
Total Ded.	70031.63	38590.48	91025.67	17596.44	

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

CITY OF COLUMBIA FALLS
CITY COUNCIL REGULAR MEETING MINUTES
HELD MAY 15, 2023

Councilor Lovering called the meeting to order at 7:00 p.m.

ROLL CALL: Councilor Fisher, councilor Hamilton, Councilor Piper, Councilor Robinson and Councilor Lovering. Absent: Councilor Shepard and Mayor Barnhart.

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

PLEDGE OF ALLEGIANCE

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

CONSENT AGENDA: Councilor Hamilton made motion to approve the consent agenda, noting all claims appeared to be in order, seconded by Councilor Robinson with council voting as follows. Ayes: Piper, Robinson, Fisher, Hamilton and Lovering.
Approval of Claims - May 15, 2022 - $779,238.91 and May 4, 2023 - $174,922.79
Approval of Special Payroll - May 5, 2023 - $2,122.09
Approval of Payroll Claims - May 12, 2023
Approval of Regular City Council Meeting Minutes - May 1, 2023
Approval of Change Order # 1 - NCC Neumann Construction Co - WWTP Ph 1 ARPA Project and authorize City Manager to execute
RAISE Grant Letter of Commitment - $500,000 - Authorize Mayor's signature

VISITORS/PUBLIC COMMENT (Items not on agenda)
Chris Peterson said on Thursday, May 25th they are having a bear fair at the Community Market. If the city has information on the ordinance he will make it available to citizens.

NOTICE OF PUBLIC HEARINGS/PUBLIC HEARINGS:
Public Hearing - Animal Conflict Prevention:
Lovering read the notice of hearing: On Monday May 15, 2023 during the 7:00 p.m. regular council meeting, the City Council of the City of Columbia Falls, shall conduct a public hearing for the purpose of discussing animal control prevention measures.

Last year due to the significant increase in bear activity within the City, the Council enacted an emergency ordinance defining preventative measures that applied to all residences and businesses within the City to reduce animal encounters. The measures included securing or storing garbage and attractants inside, storing bird feeders and domestic animal food inside at night, securing chicken coops and storing other attractants. In addition to the emergency ordinance, the City also helped push out the “Bear Aware” program. Fish, Wildlife and Parks reported a reduction in bear conflicts after these measures were put in place.

City Council is now reviewing the emergency ordinance and evaluating whether a permanent ordinance or policy should be adopted to continue the preventative measures started last year. City Council is encouraging residents and business owners to attend the hearing.

City Manager Nicosia gave a short report to Council on the measures put in place last year and the input received from People and Carnivores and Fish, Wildlife and Parks representatives. Nicosia noted that Justine Vallieres, Fish Wildlife and Ryan Wilbur, People and Carnivores will present information to Council.

Justine Vallieres thanked council for approving the emergency ordinance last fall; she noticed contact calls decreased after the emergency ordinance. Vallieres said she believes the ordinance did its job and she received a lot of positive feedback with people applauding Columbia Falls for taking those measures to help decrease bear and human contacts. Ms. Vallieres presented a power point on collared grizzly bear tracking near Columbia Falls, noting the most problem areas are on the east side of Nucleus Avenue and along the Flathead River. Vallieres said last year there were nine males and seven females that frequented town. It is crucial to get ahead of conflicts, with bear and human population both increasing. Vallieres said 50% of her conflict calls were due to garbage and unsecured pet food, 19% due to livestock, 16% due to property damage, 10% due to fruit trees and 5% due to livestock feed. The number of conflict calls in 2020 and 2021 was 18, and in 2022 it had nearly doubled to 30 conflict calls. Ms. Vallieres is asking Council to ask residents to secure residential and business garbage through an ordinance. Vallieres is interested in being proactive in protecting not only citizens but bears as well.

Ryan Wilbur, Northwest Project Manager for People and Carnivores, noted that they work on mitigating issues and conflict with wolves, mountain lions and bears. Mr. Wilbur echoed Ms. Vallieres in applauding Columbia Falls for taking a very proactive initiative in taking action where a lot of communities are not there yet. We agree with the idea of having an ordinance in place said Wilbur. If an ordinance specific to trash along with a resolution providing a policy to reduce conflict due to garbage, bird feeders, fruit trees, etc. will prevent conflict, they are in agreement. Wilbur noted that they can do an assessment for Columbia Falls identifying attractants said Wilbur. Education and outreach can be a big factor as well, including a specific program for vacation home rental packets for visitors to include securing garbage and how to use bear spray. Wilbur said they are open to all ideas to being innovated in what makes the most sense in what will work for Columbia Falls.

Lovering asked Council if they had any questions for staff or the presenters.

Councilor Hamilton asked if the ordinance covers the trailer court off of the North Fork Road. Nicosia said no it is out of the city limits so the City would have to work with Flathead County Health Department. Nicosia said she spoke with Ryan on cost share programs; there are some discretionary funds in the Council budget to partner with People and Carnivores to help with the assessment and education.

Councilor Lovering asked Police Chief Peters how enforceable pet food would be. Chief Peters said proof would be the biggest issue in determining if it is truly a bear attractant. Garbage cans are visible as they are in front of the residence or business but pet food and barbeques outside in backyards will be more difficult to prove. Nicosia said it would be the responsibility of the Game Warden to cite offenders.

Councilor Robinson said she would rather partner and spend money for education. Robinson believes enforcing the ordinance will be the issue. Robinson suggested educating school children as well.

Councilor Fisher said the ordinance will need to be enforceable. Some businesses will need to upgrade their garage containers or pick up times. Ms. Vallieres said Evergreen Disposal has bear proof dumpsters available for businesses. Ryan said they also have educational information for businesses.

Councilor Lovering asked if we can add this to our decay ordinance. Nicosia said decay is very specific but she will work with the City Attorney in crafting appropriate language.

Councilor Piper said he could support an ordinance for garbage along with education for the health and safety of citizens. Fisher said he agrees with Piper and asked Chief Peters if a bear got into the backyard grill and bird feeders can we cite them after the fact or would that be the Game Warden. Chief Peters said from his perspective do we really want to cite a resident for having a barbeque in the back yard or a dog that they feed outside and can we prove that it was the specific cause for the bear conflict. Chief Peters said it sounds to him that 50% if the problem is garbage and if we can eliminate that attractant, it would be beneficial. City Attorney Breck added garbage containers are readily visible from the street and you do not have to enter private property to see whether it is unsecured or not. You cannot see a backyard barbeque from the street and we would have to access private property and what cause do we have to do so.

Nicosia said Lisa Upson, Executive Director, People and Carnivores strongly suggested an ordinance for securing garbage and a resolution to mitigate bear conflict in our community.

With no public comments Councilor Lovering opened and closed the public hearing at 7:39 p.m.

Councilor Fisher motioned to direct the City Manager to draft an ordinance and resolution regarding animal conflict prevention measures and education outreach, seconded by Councilor Hamilton and the motion carried.

NEW BUSINESS:

Approval of Indemnification Agreement - Flathead Emergency Communication Center and City of Columbia Falls

City Manager stated the 911 center is erecting a tower to improve radio communications on City property at the Street Shop. The indemnification agreement, drafted by the City Attorney, is for indemnifying and providing insurance for the work they are conducting and the tower on city property. Staff recommends approval.

Councilor Piper motioned to approve the indemnification agreement, seconded by Councilor Hamilton and the motion carried.

ORDINANCES / RESOLUTIONS:

Second and Final Reading - Ordinance # 825:

An Ordinance of the City Council of the City of Columbia Falls, Montana, Amending the Columbia Falls Zoning Map from CSAG-5 Suburban Agricultural to CSAG-10 Suburban Agricultural at 270 Jorgensen Trail, Further Described as Parcel G of COS 10557, Assessor's Tract 1E, in Section 19, T30N, R20W, P.M.M., Flathead County

Councilor Robinson motioned to approve the second and final reading of Ordinance #825, seconded by Councilor Piper with council voting as follows. Ayes: Fisher, Hamilton, Piper, Robinson and Lovering.

REPORTS / BUSINESS FROM MAYOR & COUNCIL

Council Workshop June 5th 6 pm – 7pm for Urban Development Discussion
City Manager Nicosia asked if there was a desire by Council to have a discussion on Urban Development. This discussion is not to discuss a specific project. It was decided the workshop will be June 5th from 6 pm -7 pm followed by the regular council meeting.

Councilor Piper said Columbus Park is looking great with the addition of the sod.
Councilor Hamilton thanked Chief Peters for the extra patrol along 4th Avenue W.
Councilor Robinson said Arbor Day was a great success this year.
Councilor Fisher also noted that the sod at Columbus Park looks wonderful. The contractor doing the irrigation did a great job and was working on the weekends to get the job done.
Fisher said at the May 1st Council meeting we discussed the skate park and he would like to request the City Manager to talk to other cities in Montana that have a skate park to see if they have had any issues.
Fisher said the sidewalk on 12th Ave. W. by Cedar Palace looks nice but would like to have City Manager give a brief explanation as to why the sidewalk ends short of the railroad tracks. Nicosia said we are waiting for BNSF to approve our sidewalk easement. We will reach out to our congressional delegation who said to let them know we are held up by BNSF. It is a beautiful new road except the contractor could not touch the 100' railroad right of way.
Councilor Lovering said the Community Garden has opened for the season with 33 family plot holders.

CITY MANAGER REPORT

The Chamber of Commerce movie night moved from August 5th to September 9th.
Nicosia reminded council of the facility tour on May 22nd from 5 pm to 8 pm.

CITY ATTORNEY REPORT

City Attorney Breck said Deputy City Attorney Stephanie Breck worked on the Cahill case and would like to give her the opportunity to present and answer any questions you may have on the case. It is not a published opinion and won't be cited in further cases; it was decided by a panel and in favor of the BOA decision making authority.

MISCELLANEOUS

Police Department - April 2023 Activity
Fire Department - April 2023 Activity

ADJOURN

Councilor Hamilton motioned to adjourn at 7:51, seconded by Councilor Fisher.

____
Mayor

____
City Clerk

City of Columbia Falls
130 6th Street West Room A
Columbia Falls, MT 59912

AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of April, 2023 by and between **Heidi Owen and Scott Snelson**, of **915 Vans Ave, Columbia Falls, MT 59912,** hereinafter OWNER and CITY OF COLUMBIA FALLS, a municipal corporation of 130 Sixth Street West, Columbia Falls, Montana 59912, hereinafter "City",

WHEREAS, by Municipal Code Sec. 13.10 Plant Investment Fees, the City has adopted Plant Investment Fees;

WHEREAS, the City and OWNER have entered into an agreement whereby OWNER is required to pay said Plant Investment Fee; and

WHEREAS, the parties desire a written agreement setting forth the payment plan of said Plant Investment Fee by OWNER to the City.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. OWNER shall pay to City its Plant Investment Fee for Connecting to the Sewer Utility according to the terms and conditions set forth on Exhibit "A" attached hereto and incorporated herein.

2. The first payment by OWNER has been with OWNER's Connection Application, which includes an administrative fee.

3. Interest shall be paid by OWNER pursuant to the formula set forth on Exhibit "A".

4. If OWNER fails to make payment, the service to the property shall be terminated ten (10) days after written notice, and the full amount of the outstanding principal and interest shall be paid in full prior to reestablishment of the service.

5. The parties agree that should any action be commenced to enforce, modify, or interpret any provision contained herein, the Court as a cost of suit shall award reasonable attorney's fees to the successful party.

6. The rights and responsibilities described in this instrument shall run with the land and shall be binding and inure to the benefit of the parties to this agreement, their respective heirs, successors, or assigns.

7. This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

8. Any modifications of this agreement or additional obligation assumed by either party in connection with Plant Investment Fees shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

9. The failure of either party to this agreement to insist on the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

IN WITNESS WHEREOF, said parties have here unto set their hands and seal the day and year here in above written.

Legal description of property: Assessor # 0733110 Tract 1 of Certificate of Survey No. 17349, located and being in Government Lot 2 and Government Lot 3 of Section 9, Township 30 North, Range 20 West, P.M.M., Flathead County, Montana.

CITY 0F COLUMBIA FALLS

By: Susan M N

Susan M. Nicosia

Its: City Manager

OWNERS:

By: ______________________

Heidi Owen

____

Scott Snelson

Barb Staaland

Notary Public's Signature

Printed Name Barb Staaland

Notary Public for the State of MT

County:

Residing in: Columbia Falls

My Commission Expires: 01-19-2027

BARB STAALAND NOTARIAL SEAL STATE OF MONTANA

BARB STAALAND
NOTARY PUBLIC for the State of Montana
Residing at Columbia Falls, Montana
My Commission Expires January 19, 2027

CITY OF COLUMBIA FALLS, MONTANA
WATER /SEWER HOOKUP FEES

Date: 4/4/2023

Property Address:	**Owner:**	**Contractor:**
915 Vans Ave	Scott Snelson and Heidi Owen	Pedro's Excavation
	406-660-7034 907-738-5229	Alex Brown
	915 Vans Ave, Columbia Falls, MT, 59912	406-230-0582

WATER PIF 5-YR PAYMENT

Full Plant Investment	$	-	
Payment 1 Now Due:	$	-	
Admin Fee $250 (1/2)	$	-	
Plant Investment Fee Due Now	$	-	
Payment 2, per annum	$	-	plus interest*
Payment 3, per annum	$	-	plus interest*
Payment 4, per annum	$	-	plus interest*
Payment 5, per annum	$	-	plus interest*

SEWER PIF 5-YEAR PAYMENT

Full Plant Investment Fee	$	4,139.72	
Payment 1 Now Due:	$	827.94	
Admin Fee $250 (1	$	125.00	
Plant Investment Fee Due N	$	952.94	
Payment 2, per annum	$	827.94	plus interest*
Payment 3, per annum	$	827.94	plus interest*
Payment 4, per annum	$	827.94	plus interest*
Payment 5, per annum	$	827.94	plus interest*

*1% in addition to prior December 31 CPI

TOTAL FEES PAYABLE FROM PAGE	$	4,339.72
Less Full Water PIF	$	-
Less Full Sewer PIF	$	(4,139.72)
1/5 Water PIF Due Now	$	-
Water Admin Fee	$	-
1/5 Sewer PIF Due Now	$	827.94
Sewer Admin Fee	$	125.00
Total Due for First Payment Due Nov	$	1,152.94

EXHIBIT A

City of Columbia Falls
130 6th Street West Room A
Columbia Falls, MT 59912

AGREEMENT

THIS AGREEMENT, made and entered into this day of **May 26, 2023**, by and between **CEDAR PALACE LLC** a Montana Corporation, of **1111 Baker Ave, Whitefish, MT 59937,** hereinafter OWNER and CITY OF COLUMBIA FALLS, a municipal corporation of 130 Sixth Street West, Columbia Falls, Montana 59912, hereinafter "City",

WHEREAS, by Municipal Code Sec. 13.10 Plant Investment Fees, the City has adopted Plant Investment Fees;

WHEREAS, the City and OWNER have entered into an agreement whereby OWNER is required to pay said Plant Investment Fee; and

WHEREAS, the parties desire a written agreement setting forth the payment plan of said Plant Investment Fee by OWNER to the City.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. OWNER shall pay to City its Plant Investment Fee according to the terms and conditions set forth on Exhibit "A" attached hereto and incorporated herein.

2. The first payment by OWNER has been with OWNER's Connection Application, which includes an administrative fee.

3. Interest shall be paid by OWNER pursuant to the formula set forth on Exhibit "A".

4. If OWNER fails to make payment, the service to the property shall be terminated ten (10) days after written notice, and the full amount of the outstanding principal and interest shall be paid in full prior to reestablishment of the service.

5. The parties agree that should any action be commenced to enforce, modify, or interpret any provision contained herein, the Court as a cost of suit shall award reasonable attorney's fees to the successful party.

6. The rights and responsibilities described in this instrument shall run with the land and shall be binding and inure to the benefit of the parties to this agreement, their respective heirs, successors, or assigns.

7. This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

8. Any modifications of this agreement or additional obligation assumed by either party in connection with Plant Investment Fees shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

9. The failure of either party to this agreement to insist on the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

IN WITNESS WHEREOF, said parties have here unto set their hands and seal the day and year here in above written.

Legal description of property: Assessor # 0420445, 500 12th Ave West, Columbia Falls, MT, further described as Tracts 8E, 8H and 8HA in SE1/4SE1/4, S07, T30 N, R20 W, Flathead County, Montana

CITY OF COLUMBIA FALLS

By:______________________

Susan M. Nicosia

Its: City Manager

OWNER/Title

By:______________________

Cedar Palace LLC

Its: ______________________

____

Notary Public's Signature

Printed Name ________________

Notary Public for the State of MT

County:

Residing in: Columbia Falls

My Commission Expires:

CITY OF COLUMBIA FALLS, MONTANA
WATER /SEWER HOOKUP FEES

Date: 5/19/2023

Property Address:	Owner:	Contractor:
500 12TH AVE W	GLACIER MEDICAL ASSOCIATES PC	MARTEL CONSTRUCTION
Columbia Falls, MT. 59912	406-261-3698	JEREMY PETERSON
	1111 BAKER AVE, WHITEFISH, MT 59937	406-890-0331
	DOWPOWELL@DOWSCUSTOMCONSTR	CEDARPALACE@MARTELCONSTRUCTION.COM

WATER PIF 5-YR PAYMENT

Full Plant Investment	$	10,798.82	
Payment 1 Now Due:	$	2,159.76	
Admin Fee $250 (1/2)	$	125.00	
Plant Investment Fee Due Now	$	2,284.76	
Payment 2, per annum	$	2,159.76	plus interest*
Payment 3, per annum	$	2,159.76	plus interest*
Payment 4, per annum	$	2,159.76	plus interest*
Payment 5, per annum	$	2,159.76	plus interest*

SEWER PIF 5-YEAR PAYMENT

Full Plant Investment Fee	$	16,937.00	
Payment 1 Now Due:	$	3,387.40	
Admin Fee $250 (1	$	125.00	
Plant Investment Fee Due N	$	3,512.40	
Payment 2, per annum	$	3,387.40	plus interest*
Payment 3, per annum	$	3,387.40	plus interest*
Payment 4, per annum	$	3,387.40	plus interest*
Payment 5, per annum	$	3,387.40	plus interest*

*1% in addition to prior December 31 CPI

TOTAL FEES PAYABLE FROM PAGE	$	30,475.48
Less Full Water PIF	$	(10,798.82)
Less Full Sewer PIF	$	(16,937.00)
1/5 Water PIF Due Now	$	2,159.76
Water Admin Fee	$	125.00
1/5 Sewer PIF Due Now	$	3,387.40
Sewer Admin Fee	$	125.00
Total Due for First Payment Due Nov	$	8,536.83

EXHIBIT A

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 and 2023-2024 fiscal years and wage opener for the 2024-2025 fiscal year due to the current economic volatility.

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 as approved by the Police Chief.

b. Current Employees: The City will purchase a replacement of an Officer's vest, Level II or higher as approved by the Police Chief, every five years or as needed through no fault of the Officer the vest becomes unusable and before the manufacturer's warranty expires.

2. Uniforms:

a. Newly Hired Employees: Each probationary employee will receive a prorated uniform allowance based on 1/12 of the allowance for each whole month of employment between the start month and September 1st. The City will recoup through a reduction of any payment due to the employee a prorated amount of such allowance should a probationary employee separate from the City within 12 months of the payment of an allowance.

b. Nonprobationary Employees: Not later than September 1 of each year, each nonprobationary employee will receive a uniform allowance, from which required withholdings will be made. Officers will receive $1,200.00 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)
Employee/spouse	$1,405 (23 FY) $1,525 (24 FY)
Employee/children	$1,237 (23 FY) $1,341 (24 FY)
Family Coverage	$1,944 (23 FY) $2,110 (24 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: 4^{th} Thursday in November
9. Friday after Thanksgiving in November
10. Christmas Day: December 25
11. Martin L. King's Birthday: 3^{rd} 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:

Date Ratified: ______________________

____
City Manager, City of Columbia Falls

____
Attest: City Clerk

FOR THE UNION:

Date Ratified: ______________________

____
President, Columbia Falls Fraternal Order of Police Lodge #6

____

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

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.6.

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**

ADDENDUM B – GRIEVANCE REPORT FORM

GRIEVANCE REPORT FORM

CITY OF COLUMBIA FALLS 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: *{A, B & C correspond to same above}*

A. ______________________________

B. ______________________________

C. ______________________________

Grievant's Signature: ______________________________

Steward's Signature: ______________________________ Date given to Chief of Police: ______________

POLICE CHIEF'S RESPONSE:

A. ______________________________

B. ______________________________

C. ______________________________

Police Chief's Signature: ______________________________ Date given to Steward: ______________

STEWARD'S RESPONSE:

A. ______________________________

B. ______________________________

C. ______________________________

Steward's Signature: ______________________________ Date given to Cit Manager: ______________

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: ____

____

____

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____

____

City Manager's Signature: ______________________________ Date: __________________

Union's Signature: ______________________________ Date: __________________

May 26, 2023

To: Mayor & Council

From: City Manager Susan Nicosia

RE: Police Commission Appointment

The Mayor appoints members to the three member Police Commission with the consent of the City Council pursuant to City Code. Mr. Larry Wilson, a member of the commission is up for renewal and has expressed interested in being reappointed for another three year term ending May 2026.

Mr. Wilson has served on the Police Commission for over 35 years.

Council Action Requested: Approve 3 year reappointment of Mr. Larry Wilson, Police Commission

MEMO

TO: Susan
FROM: Barb Staaland
SUBJECT: Employee Incentive Program
DATE: 05/23/23

Kristi Curtis (hire date 01/02/18) is eligible to receive her **5 years** of service pin. Please add her to the Monday, June 5, 2023 agenda for formal presentation of her City Logo Pin. I will include her incentive stipend of $50.00 on her 05/26/23 payroll check.

Thank you,

MEMO

TO: Susan
FROM: Barb Staaland
SUBJECT: Employee Incentive Program
DATE: 05/23/23

Brandon Rice (hire date 06/10/18) is eligible to receive his **5 years** of service pin. Please add him to the Monday, June 5, 2023 agenda for formal presentation of his City Logo Pin. I will include his incentive stipend of $50.00 on his 05/26/23 payroll check.

Thank you,

MEMO

TO: Susan
FROM: Barb Staaland
SUBJECT: Employee Incentive Program
DATE: 05/23/23

Lacey Pederson (hire date 05/21/18) is eligible to receive her **5 years** of service pin. Please add her to the Monday, June 5, 2023 agenda for formal presentation of her City Logo Pin. I will include her incentive stipend of $50.00 on her 05/26/23 payroll check.

Thank you,

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 19, 2023 at 7:00 p.m. in the Columbia Falls City Hall, 130-6th Street West, Columbia Falls, Montana, for the following purposes:

<u>Preliminary Budget</u>

Presentation and consideration of the preliminary budget for fiscal year beginning July 1, 2023 and ending June 30, 2024 will begin on June 19, 2023 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.

<u>Special Assessments</u>

Consideration of the adoption of the proposed Street Lighting District and Street Maintenance District assessments for FY2023/2024. Council will hear any objections to the final adoption of the resolution levying special assessments for FY 2023/2024. Special Assessments are estimated as follows:

Street Lighting District	$ 30,049 (no change)
Street Maintenance District	$330,000 (4.4% 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.

<u>Permissive Medical Levy</u>

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 5th DAY OF JUNE, 2023

s/Barb Staaland, City Clerk

Publish: Sunday June 11th and Sunday June 18th

CITY OF COLUMBIA FALLS
INVITATION TO BID
2023 CHIP SEAL/CRACK FILLING PROJECT

The City of Columbia Falls, Montana will receive sealed bids for the 2023 Chip Seal/Crack Filling Project. The project consists of furnishing materials, labor and equipment required to chip seal and/or crack fill approximately ____ miles of City streets and install pavement marking tabs. Bid documents may be obtained at City Hall, 130 6th Street West, Columbia Falls, MT 59912 or on the City's website, www.cityofcolumbiafalls.org. Chip Sealing shall not begin prior to July 15, 2023 and shall be completed on or before October 31, 2023. Any bidder wishing further information should contact the City of Columbia Public Works Director, Chris Hanley, phone (406) 892-4430. Bids will be received by the City Clerk, 130 6th Street West, Columbia Falls MT. 59912 until 2:00 P.M. on June 26, 2023 at which time all bids will be publicly opened and read aloud in the City Council Chambers, 130 6th Street West, Columbia Falls. MT 59912. Proposals shall be addressed to the City Clerk, 130 6th Street West, Columbia Falls, MT 59912 and entitled **BID FOR 2023 CHIP SEAL PROJECT.**

Each bid must be accompanied by bid security in the amount of 10% of the bid. The security must consist of cash, a cashier's check, a certified check, a bank money order, a certificate of deposit, a money market certificate, or a bank draft. The security must be: (i) drawn and issued by a federally chartered or state-chartered bank or savings and loan association that is insured by or for which insurance is administered by the federal deposit insurance corporation;(ii) drawn and issued by a credit union insured by the national credit union share insurance fund; or (iii) a bid bond or bonds executed by a surety company authorized to do business in the state of Montana. The bid security must be signed by an individual authorized to submit the security by the corporation or other business entity on whose behalf the security is submitted.

The City will accept the lowest responsible bid, but the City Council reserves the right to reject any and all bids or to waive any technicality or informality and accept any bid which may be deemed in the best interest of the City.

s/Barb Staaland

Barb Staaland
City Clerk

Publication Dates: Sunday, June 11, 2023
Sunday June 18, 2023

Section 00200

INSTRUCTION TO BIDDERS

These instructions to Bidders amend or supplement the Instruction to Bidders contained within the Seventh Edition of the Montana Public Works Standard Specifications. All provisions that are not amended or supplemented remain in full force and affect.

The following Definitions apply to Section 00200, Instructions to Bidders:

OWNER – City of Columbia Falls, Montana, a Municipal Corporation

ENGINEER – The City of Columbia Falls Director of Public Works

ARTICLE 23 – APPLICATIONS FOR PAYMENT

23.1 The Application for Payment must be accompanied by Certified Payroll Records for all workers that perform in any capacity on the project. Due to the size and timing of the project, there will be one payment upon completion of the project. The City does not anticipate any progress payments.

23.2 In accordance with Section 15-50-206 of the Montana Code Annotated, the City shall withhold 1% of all payments due the Contractor (Gross Receipts) and shall transmit that money to the Montana Department of Revenue.

23.3 The City issues checks in connection with the City Council Meetings held the First and Third Mondays of the Month. Applications for Payment shall be submitted at least fifteen (15) days prior to the next scheduled issuance of checks in order to allow sufficient time for review and processing.

SECTION 00300
BID FORM

PROJECT IDENTIFICATION:

CITY OF COLUMBIA FALLS 2023 CHIP SEAL/CRACK FILLING PROJECT

COLUMBIA FALLS, MONTANA

THIS BID SUBITTED TO:

CITY OF COLUMBIA FALLS

130 6TH STREET WEST

COLUMBIA FALLS, MONTANA 59912

1.01 The undersigned Bidder proposes and agrees if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents, to perform and furnish all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid, and Instructions to Bidders, including without limitations those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

Addendum No.	Addendum Date
____________	_____________
____________	_____________

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the work.

C, Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect the cost, progress, and performance of the Work.

D. Bidder has carefully studied all reports of explorations and tests of conditions at or contiguous to the Site.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by the Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, test, studies or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to the Bidder, information and observations obtained from visits to the Site, and reports identified in the Bidding Documents, and all additional examinations, investigations, explorations, test, studies and data with the Bidding Documents.

I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which the Bid is submitted.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

The Bidder certifies that no official of the Owner, Engineer or any member of such official's immediate family, has direct or indirect interest in the pecuniary profits or Contracts of the Bidder.

5.01 The Bidder will complete the Work in accordance with the Contract Documents for the follow price(s):

BID ITEM	**DESCRIPTION**	**QUANTITY**	**UNIT PRICE**	**TOTAL PRICE**
1.	Asphalt Seal & Chip Coat	_______ SY	___________	_____________
2.	Pavement Marking Tabs	Lump Sum	___________	_____________
3.	Crack Filling	_________	___________	_____________

TOTAL BID PRICE _____________________

____
TOTAL BID PRICE WRITEN IN WORDS

A. The OWNER reserves the right to reject any or all bids.

6.01 Bidder agrees that the Work will be substantially completed and ready for final payment on or before dates or within the number of calendar days indicated in the Agreement.

7.01 The following documents are attached to and made a condition of the Bid.

A. Required Bid security in the form of a Bid Bond identified in the Invitation To Bid.

8.01 The terms used in this Bid with the initial capital letters have the meanings indicated in the Instruction To Bidders, General Conditions, and the Supplementary Conditions.

SUBMITTED on ____, __________________________
(Date)

Montana Contractor's Registration Number ____

Employer's Tax ID Number ____

BIDDER:

NAME/TYPE ____
(Name typed or printed/Type of Business Entity)

By: ____
(Authorized Individual's Signature/Title)

Doing Business as:____

Business Address: ____

____

Phone No: _________________________________ FAX No: _______________________________________

Section 00300
Bid Form
Page 3 of 4

CONTRACTOR EXPERIENCE AND REFERENCES

The Bidder shall provide the following information on three projects of a similar nature to the project currently being bid that the Bidder has completed within the past five (5) years in the space provided below.

PROJECT IDENTIFICATION: ____

PROJECT LOCATION: ____

PROJECT VALUE: ____

CLIENT AND REFERENCE CONTACT: ____

DESCRIPTION OF PROJECT: ____

____

PROJECT IDENTIFICATION: ____

PROJECT LOCATION: ____

PROJECT VALUE: ____

CLIENT AND REFERENCE CONTACT: ____

DESCRIPTION OF PROJECT: ____

____

PROJECT IDENTIFICATION: ____

PROJECT LOCATION: ____

PROJECT VALUE: ____

CLIENT AND REFERENCE CONTACT: ____

DESCRIPTION OF PROJECT: ____

____

SECTION 00500
AGREEMENT

This Agreement is dated as of the ______ day of ______________ in the year ________, by and between the City of Columbia Falls, hereinafter called "Owner" and ____ Hereinafter called "Contractor". Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work Consists of furnishing materials, labor, and equipment required to Chip Seal/Crack Filling approximately _______ miles of City streets and install pavement marking tabs on all crosswalks within the project area.

Article 2. THE PROJECT

2.01 The project for which the Work under the Contract Documents may be the whole or only a part is described as follows: **City of Columbia Falls 2023 Chip Seal/Crack Filling Project.**

Chip sealing shall not begin prior to July 15, 2023 and shall be completed on or before October 31, 2023.

Article 3. CONTRACT DOCUMENTS

3.01 Contents

A. The Contract Documents consist of the following whether included in the Project Manual, or not:

1. This Agreement
2. Performance Bond
3. Payment Bond
4. Montana Public Works Standard Specifications, (MPWSS), Current Edition
5. General Conditions (MPWSS)
6. Supplementary Conditions (MPWSS)
7. Special Provisions
8. Addenda (Numbers ________ to _________

B. The documents listed in paragraph 3.01.A. are made a part of this Agreement.

C. There are no Contract Documents other than those listed above in this Article 3.

Article 5. CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the work in accordance with the Contract Documents an amount equal to the sum of the established unit or lump sum prices for each separately identified item of work that is constructed and accepted.

Article 6. PAYMENT PROCEDURES

6.01 Submittal and Processing of Payment:

A. Contractor shall submit Final Application for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed as provided in the Contract Documents.

6.02 Retainage:

A.N/A – Owner not making progress payments. Final payment upon acceptance of the completed work.

6.03 Final Payment:

A. Final Payment will be made upon completion and acceptance of all work covered under the Contract Documents. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, Owner shall pay the Contract Price as recommended by Engineer as provided in said paragraph 14.07.

Article 8. CONTRACTOR ‘S REPRESENTATION

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents (including all Addenda) listed In Article 9 of this section, and the other related data identified in the Bidding Documents.

B. Contractor has visited the sites and is familiar with and is satisfied as to the general, local and Site Conditions that may affect cost, progress, performance or furnishing of the Work.

C. Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing to the Work.

D. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, technique, sequences and procedures of construction, if any, expressly required by the Contract Documents to be employed by the Contractor, and safety precautions and programs incident thereto.

E. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

F. Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract Documents.

G. Contractor has correlated the information known to the Contractor, information and observations obtained from visits to the site, and reports identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 9. ENGINEER

9.01 The Project has been designed by the City of Columbia Falls Director of Public Works who is hereinafter called Engineer and who is to act as the City of Columbia Falls representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Document.

Article 10. MISCELLANEOUS

10.01 Terms

A. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may come due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under Law or Regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed two (2) copies of the Agreement. One counterpart has been delivered to Owner and one counterpart to Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor.

This Agreement will be effective __________________________, _____________ (which is the effective date of the Agreement).

Owner City of Columbia Falls	Contractor ____________________________
A Municipal Corporation	Contractor Registration No. _____________
By ___________________________________ (City Manager)	By ___________________________________ (Signature Authorized Business Representative)
Address for giving notices:	Address for giving notices:
130 6th Street West RM-A	______________________________________
Columbia Falls, MT 59912	______________________________________
Phone No. 892-4391	Phone No. ____________________________
(CORPORATE SEAL)	(CORPORATE SEAL)

SPECIAL PROVISIONS

1. STANDARDS

The current edition of the Montana Public Works Standard Specifications (Seventh Edition, 2021) is adopted in their entirety for this project, except any technical specifications added to the Contract Documents.

2. CONSTRUCTION PROGRESS SCHEDULE

The Contractor shall provide the City of Columbia Falls Director of Public Works with a proposed construction progress schedule at least five (5) working days prior to the beginning of the construction.

3. INSPECTION BY PUBLIC OFFICIALS

Authorized representative of the City of Columbia Falls shall have access to the work wherever it is in preparation or progress. The Contractor shall provide proper facilities for access and inspection that such officials desire to make.

4. MATERIALS AND EQUIPMENT SOURCES AND DELIVERY

It shall be the responsibility of the Contractor to fully investigate and satisfy himself as to the availability, within the time limits specified, of all materials and equipment required under this Contract.

5. EQUIPMENT AND MATERIAL STORAGE

No equipment or material shall be stored or place upon City sidewalks or boulevards. The Contractor shall provide at his own expense and without liability to the City of Columbia Falls any additional land and access thereto that the Contractor may desire for temporary construction facilities, or for storage of materials.

6 HAUL ROUTES

The Contractor shall provide the City of Columbia Falls Public Works Director the Haul Route Plan at least five (5) working days prior to the beginning of construction.

7. ACCESS TO BUSINESSES

Access to businesses shall be maintained during all hours that individual businesses conduct normal operations unless the City of Columbia Falls Director of Public Works approves other arrangements.

8. MAINTENANCE OF EMERGENCY ACCESS

The Contractor shall schedule and coordinate his work activities such that emergency vehicles may have access to all property along the work zone at all times.

9. UNDERGROUND AND OVERHEAD UTILITES

The City of Columbia Falls assumes no responsibility for determining the location of underground or overhead utilities. The Contractor shall be responsible for contacting U-Dig or the related utility agency in writing of his schedule, request their assistance in making accurate locations.

10. STREET UTILITY VALVE BOXES AND MANHOLE COVERS

The Contractor shall be responsible to cover all existing gas, monument, water valve boxes and manhole covers located within the existing paved roadway surface. Notify the Columbia Falls Director of Public Works 48 hours in advance for location of water valve boxes and manholes. The Contractor shall remove and dispose of material used for covering valve boxes and manholes.

11. DAMAGE TO EXISTING SURFACES AND ADJACENT FACILITIES

All roadway surfaces, sidewalks, curbing, landscaped areas, etc. outside of the construction limits damaged by the Contractor's operations shall be replaced or repaired at the Contractor's expense. All equipment utilizing outriggers or tracks shall be equipped with street pads or other protective devices to minimize damage to existing surfaces.

Any vehicles, buildings, etc. damaged by the Contractor's operations shall be repaired at the Contractor's expense. Damage shall include but is not limited to material overspray and migration.

12. STREET CLEANING PRIOR TO CHIP SEAL/CRACK FILLING

The Contractor shall notify the City of Columbia Falls Director of Public Works in writing five (5) working days prior to starting the Chip Seal Project. The Columbia Falls Public Works Department will be responsible for the initial street cleaning prior to chip sealing if properly notified. If not properly notified the Contractor will be responsible for initial street cleaning prior to chip sealing. The Contractor shall broom the streets ahead of the oil distributor application of oil during the construction.

13. CHIP SWEEPING

The Contractor will remove/sweep the excess chips from the street surface after the chip sealing operations have been completed.

14. CLEANUP

The Contractor shall be responsible for removing covered valve boxes, storm drains and manholes. The Contractor is responsible for cleaning up all damaged tree branches. Cleanup operations shall be conducted to coincide with completion of the various segments of the project. The City of Columbia Falls will not issue final payment until cleanup operations are approved. No additional compensation will be made for the cleanup operation.

15. DISPOSAL OF WASTE MATERIALS

The Contractor shall be responsible for disposal of all waste materials removed from the Project. Do not dispose of waste materials in residential garbage containers.

16. WARRANTY

If the Chip Seal experiences chip loss, tracking, flushing, or bleeding within ninety (90) calendar days of Chip Seal completion, the Contractor shall perform repairs to the Chip Seal, replace pavement markings covered by Chip Seal repairs, and provide traffic control at no additional cost to the City of Columbia Falls. Snow Plow damages are excluded from the warranty requirements. The Columbia Falls Director of Public Works will notify the Contractor in writing of defects due to faulty materials, equipment, or workmanship. The Contractor shall have fifteen (15) calendar days to correct the defect(s). If the Contractor fails to correct the defect(s) within fifteen (15) calendar days, the City reserves the right to do so and charge the Contractor the costs incurred.

17. MEASUREMENT AND PAYMENT

Measurement and Payment shall be as specified in this section and shall include furnishing materials, labor and equipment required to complete and deliver the bid items in accordance with the plans and specifications.

Bid Item	Description
1.	**Asphalt and Seal Coat**: This bid item shall consist of applying a single coat application of CRS-2P Emulsified Asphalt at an application rate of .42 gallons per square yard of surface followed by spreading 3/8" gradation seal coat aggregate at an application rate of 25 lbs. of chip aggregate per square yard of surface and conducting rolling operations to seat the aggregate. Measurement: Measurement shall be by the square yard of Asphalt Seal and Chip Coat place. Payment: Payment shall be at the contract price for each for each square yard of Asphalt Seal and Chip Coat placed and accepted. Payment shall be one lump sum payment upon completion and final approval of project by the City of Columbia Falls.
2.	**Crack Filling:** This bid item shall consist of filling the identified cracks with the appropriate materials and process for the type of crack (traversing or longitudinal). Payment shall be based on____.

18. TRAFFIC, PARKING AND PEDESTRIAN CONTROL

The City of Columbia Falls Street Department will be responsible to furnish all labor, materials and equipment for installing, maintaining and operating Traffic, Parking and Pedestrian Control Devices to insure the safety of the general public and project personnel.

19. ASPHALT SEAL COAT

These Asphalt Seal Coat Specifications amend or supplement Section 02504 contained within the Seventh Edition of the Montana Public Works Standard Specifications. All provisions that are not amended or supplemented remain in full force and effect.

Table II

3/8" SEAL COAT ACCREGATE – TABLE OF GRADATION

Sieve Designation	Percentage of Weight Passing Sieves
½ -inch Sieve	100
3/8 – inch Sieve	100
No. 4 Sieve	10-30
No. 10 Sieve	0-10
No. 40 Sieve	0-2

ASPHALT EMULSION

CRS-2 P

21. PAVEMENT MARKINGS

City of Columbia Falls will complete pavement marking painting.
Contractor will provide pavement marking tabs for all existing crosswalks and stop bars

RESOLUTION NO. 1899

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUMBIA FALLS, MONTANA ADOPTING AN ANIMAL CONFLICT PREVENTION AND REDUCTION POLICY

WHEREAS, the City of Columbia Falls has had an increase in animal conflicts, particularly with respect to bear activity within and around the City including significant bear sightings and problems with bears and other animals being attracted to pet food, fruit trees, garbage and waste stored outdoors; and

Whereas, the City of Columbia Falls adopted Emergency Ordinance No. 820 in September, 2022 as a direct result of increased reporting of animal conflict and activity; and

Whereas, the City of Columbia Falls City Council held a public hearing after giving proper public notice to discuss on-going and permanent animal conflict prevention measures on Monday, May 15, 2023 at a Regular City Council Meeting; and

Whereas, at the conclusion of the public hearing, the City Council declared their intent to work with MT Fish, Wildlife and Parks and the People and Carnivores organizations to educate the residents and visitors in the community to reduce and prevent animal conflict, protect the public and resolve frequent encounters with bear and other animals.

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

Section One. The City Council of the City of Columbia Falls hereby declares their intent to encourage residents, associations of residents, and business owners of Columbia Falls to practice prevention measures to reduce animal conflicts within the City Limits. Such preventative measures include:

a. Properly securing and storing domestic animal food overnight;

b. Properly storing all garbage and recycling indoors, in animal resistant containers, or secured at curbside placement areas;

c. Remove ripe fruit from trees and areas around trees that are accessed by bears and other animals. Do not deliberately leave fruit or other food for animals;

d. Store garbage roll out indoors until morning of scheduled pick up; and,

e. Secure chicken coops and other small livestock such as apiaries, and add scare devices, electric fence, if needed to deter bear activity.

Section Two. The City Council declares their intent to work on education efforts with People and Carnivores as well as working on an assessment of problem areas and assist with appropriate prevention measures.

PASSED AND ADOPTED BY THE CITY COUNCIL OF COLUMBIA FALLS, MONTANA, THIS 5th DAY OF JUNE, 2023, THE COUNCIL VOTING AS FOLLOWS:

AYES:
NOES:
ABSENT:

____
City Clerk

APPROVED BY THE MAYOR OF COLUMBIA FALLS, MONTANA, THIS 5th DAY OF JUNE 2023.

____
MAYOR

ATTEST:

____
City Clerk

Definition: “animal resistant container” is a fully enclosed container certified by the Interagency Grizzly Bear Committee (IGB), Montana Department of Fish, Wildlife and Parks (FWP), or the City. The lid must have a latching mechanism to prevent access of the contents by bears.

CITY OF COLUMBIA FALLS
ORDINANCE 826

AMEND 8.16

8.16.040 UNLAWFUL TO ACCUMULATE REFUSE AND LITTER RESULTING IN ANIMAL CONFLICT

Whereas the City Council of the City of Columbia Falls held a public hearing on May 15, 2023, during a Regular City Council meeting, at which time they took public comments on the proposal to establish permanent provisions to prevent and reduce animal conflict within the City of Columbia Falls; and

Whereas the City Council was made aware that 50% of the bear conflicts were a direct result of garbage and refuse storage and accumulation; and

Whereas, the City Council determined that it is the best interests of public health, safety and welfare of City residents and business owners and affected animals to adopt a permanent measure declaring it unlawful to accumulate refuse and litter that results in animal conflict.

NOW THEREFORE, be it ordained by the Council of the City of Columbia Falls, in the State of Montana, as follows:

SECTION 1: It is unlawful for a resident, association of residents, or a business to act or fail to act in such a way that results in the accumulation of uncollected refuse, garbage, or rubbish in or on areas of their owned or leased property such that it is readily accessible to undomesticated large predator animals, including but not limited to black bears or grizzly bears.

REPEALER CLAUSE All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SEVERABILITY CLAUSE Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

EFFECTIVE DATE This Ordinance shall be in full force and effect 30 day after the second reading.

PASSED AND ADOPTED BY THE CITY OF COLUMBIA FALLS COUNCIL
___________________________________.

	AYE	NAY	ABSENT	ABSTAIN
Barnhart	_______	_______	_______	_______
Fisher	_______	_______	_______	_______
Hamilton	_______	_______	_______	_______
Lovering	_______	_______	_______	_______
Piper	_______	_______	_______	_______
Robinson	_______	_______	_______	_______
Shepard	_______	_______	_______	_______

Presiding Officer	Attest
__________________________________	__________________________________
Donald Barnhart, Mayor, City of Columbia Falls	Barb Staaland, Clerk, City of Columbia Falls

Columbia Falls Fire Department
2023 Runs

Item No.14.

	Jan	Feb	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec.	Calls YTD 2023	
calls	31	30	32	39	22								154	
Weeks	18	9	22	14	12								75	48.70%
Peterson	16	7	14	23	9								69	44.81%
Smith, R.	8	6	11	23	9								57	37.01%
Thomas	16	7	9	22	3								57	37.01%
Ross	7	0	2	1	0								10	6.49%
Kemppainen	0	1	4	1	2								8	5.19%
Loughery	3	6	3	3	1								16	10.39%
Shanks	3	2	4	3	1								13	8.44%
Perkins	7	2	4	3	3								19	12.34%
Smith, K.	10	2	6	6	1								25	16.23%
Arnold	5	3	1	2	2								13	8.44%
Best	0	0	1	0	0								1	0.65%
Vanhaverbeke	6	1	4	5	8								24	15.58%
Bates	1	2	2	4	2								11	7.14%
Stuhler	2	4	9	12	1								28	18.18%
Schrader	3	2	6	6	2								19	12.34%
Willcut	4	11	10	5	1								31	20.13%
Grogan	28	21	19	25	12								105	68.18%
O'Brien	22	18	12	13	2								67	43.51%
Woodruff	1	4	0	13	2								20	12.99%
Dickerson	0	1	4	4	0								9	5.84%
Butts	0	1	2	3	1								7	4.55%
Hogan	8	17	11	20	9								65	42.21%
Dolph	14	8	16	8	2								48	31.17%
Pinneke	8	16	9	5	2								40	25.97%
Ledbeter	10	13	10	13	4								50	32.47%
Kehl	0	0	0	2	3								5	3.25%
Davis	2	0	0											
Hanley	0	1	3											
			#1 month		#2 month		2023 #1					Department Average:	37.36	24.26%

	Jan	Feb	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec.	Calls YTD 2023	
Total calls	31	30	32	39	22								154	
Rural	13	16	19	24	5								77	50.00%
City	18	14	13	15	17								77	50.00%
Mutual Aid Received	1	0	2	0	1								4	2.60%
Mutual Aid Given	0	2	0	4	3								9	5.84%
Medical & MVA	13	7	14	9	9								52	33.77%

6/1/2023

CITY OF COLUMBIA FALLS
CORRESPONDENCE LIST
COUNCIL MEETING
JUNE 05, 2023

05/17/23 - Letter to Badrock Skatepark Association from City Manager Nicosia.

05/18/23 - Letter from United States Department of the Interior – Glacier National Park's Westslope Cutthroat and Bull Trout Preservation in Gunsight Lake Environmental Assessment.

05/18/23 – Letter from DEQ – Re: The Montana Water Quality Act and Federal Clean Water Act.

05/26/23 – Letter from Montana Department of Transportation – Re: 2023-2027 Draft Statewide Transportation Improvement Program.

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

PHONE (406) 892-4391

FAX (406) 892-4413

Item No.15.

May 17, 2023

Badrock Skatepark Association
Attn. Matt Holloway, President
Via email: badrockskate@gmail.com

RE: Fenholt Park

At the May 1, 2023 Regular City Council Meeting, the Council was updated on the Fenholt Park location for the proposed skatepark. Council concurred with the recommendation to site the skatepark at the proposed Fenholt Park location:

Council's concurrence required the skatepark to be placed so it does not interfere with the baseball field or the sledding hill. Council was also hopeful that the Badrock Skatepark Association could assist with fundraising for a permanent bathroom at the park due to the increased usage.

The City of Columbia Falls looks forward to working with the Badrock Skatepark Association on this project.

Sincerely,

Susan M. Nicosia, CPA, MPA
City Manager

United States Department of the Interior

NATIONAL PARK SERVICE
Glacier National Park
West Glacier, Montana 59936

L76 GLAC-19-145

May 15, 2023

Dear Friends,

Glacier National Park's *Westslope Cutthroat and Bull Trout Preservation in Gunsight Lake Environmental Assessment* (EA) is available on the National Park Service (NPS) Planning, Environment & Public Comment (PEPC) website at https://parkplanning.nps.gov/GunsightLake. The EA will be available for public review for 30 days; comments are due June 14, 2023.

Glacier National Park is proposing to remove non-native rainbow trout from Gunsight Lake and establish the lake as secure habitat for native westslope cutthroat trout and bull trout. Action is needed to remove the risk of hybridization to downstream native westslope cutthroat trout, provide westslope cutthroat and bull trout with habitat that is secure from the threats of hybridization and climate change, and support native trout genetics throughout the St. Mary River drainage.

Non-native rainbow trout would be removed from the Gunsight Lake using an EPA registered and approved fish toxicant, rotenone. While rotenone degrades naturally with sunlight and water movement, detoxification would be hastened with a neutralizing agent. Application would occur in late summer or early fall to reduce the likelihood of non-target organisms, such as larval amphibians, being present. Native fish, including westslope cutthroat trout and bull trout, are not present in Gunsight Lake. The treatment area would be temporarily closed to the pubic during rotenone application and detoxification. Following the removal of the non-native rainbow trout, genetically pure westslope cutthroat trout and bull trout would be translocated (i.e., stocked) into Gunsight Lake.

Glacier National Park began public scoping in September of 2022. The EA evaluates impacts to westslope cutthroat trout; bull trout; amphibians; aquatic macroinvertebrates; zooplankton; grizzly bears; common loons and other water birds; water quality; recommended wilderness; natural soundscapes; and visitor use and experience.

Comments can be posted on the NPS PEPC website at https://parkplanning.nps.gov/GunsightLake or sent by mail to Superintendent, Glacier National Park, Attn: Gunsight Lake EA, P.O. Box 128, West Glacier, Montana, 59936. The EA may also be requested by calling 406-890-3586.

Thank you for your continued support and interest in Glacier National Park.

Sincerely,

DAVID ROEMER Digitally signed by DAVID ROEMER
Date: 2023.05.08 16:59:44 -06'00'

David M. Roemer
Superintendent

DEQ
Montana Department
of Environmental Quality

May 12, 2023

Dear Interested Party,

The Montana Water Quality Act and Federal Clean Water Act require the State of Montana at least every three years to review and, as appropriate, modify adopted standards of water quality. In 2023, the Department of Environmental Quality (Department) is opening a public comment period and holding a public hearing for the purpose of reviewing Montana's water quality standards.

Montana's water quality standards include the Administrative Rules of Montana Title 17, Chapter 30, subchapters 5 (mixing zones), 6 (water quality standards), 7 (nondegradation), and 10 (groundwater protection), and Department Circulars DEQ-7 and DEQ-12A.

Beginning on May 12, 2023, the Department is soliciting comments from all interested persons regarding potential revision to any aspect of Montana's water quality standards. You are invited to submit data, views, or arguments concerning water quality standards orally or in writing. Comments should identify the water quality standard at issue, any suggested revision to the standard, and the basis for the suggested revision, including technical information.

On June 28, 2023, the Department will hold a public hearing to hear comments on water quality standards at 11:00 am in room 111 of the Metcalf Building at 1520 E 6th Avenue, Helena, Montana. More information, including instructions for attending the public hearing remotely via Zoom, is available on the Department website at https://deq.mt.gov/public/publicmeetings. Data, views, or arguments may be submitted in writing no later than 5:00 pm on June 28, 2023, online at https://deq.mt.gov/public/publiccomment, by email to deqwqtriennialreview@mt.gov, or by mail to Katie Makarowski; Department of Environmental Quality, P.O. Box 200901, Helena, Montana, 59620-0901.

The Department will make reasonable accommodation for persons with disabilities who wish to participate in this public hearing or need an alternative accessible format for this notice. If you require accommodation, please advise the Department of the nature of the accommodation that you need no later than 5:00 p.m., June 19, 2023, by contacting Katie Makarowski at Department of Environmental Quality, P.O. Box 200901, Helena, Montana 59620-0901; phone (406) 444-2639; or email kmkarowski@mt.gov.

We thank you for your interest in Montana's water quality standards.

Sincerely,

Katie Makarowski
Standards and Modeling Section Supervisor
(406) 444-3639
kmkarowski@mt.gov

cc: City Mgr

MONTANA
Department of Transportation

Malcolm "Mack" Long, Director

2701 Prospect ▪ PO Box 201001
Helena MT 59620-1001

RECEIVED
MAY 26 2023
CITY OF COLUMBIA FALLS

May 16, 2023

HONORABLE DONALD BARNHART
MAYOR OF COLUMBIA FALLS
130 6TH ST W
COLUMBIA FALLS MT 59912

Subject: **2023–2027 Draft Statewide Transportation Improvement Program**

The Project Analysis Bureau of the Montana Department of Transportation (MDT) will soon publish the draft 2023–2027 Statewide Transportation Improvement Program (STIP), a list of transportation improvements planned for Montana during the next five years. Federal law requires MDT to present the draft STIP to the public and consider all comments.

In an effort to reduce costs, we are offering you the opportunity to review and comment on the draft STIP on-line. To view this document electronically, go to http://www.mdt.mt.gov/pubinvolve/stip.shtml.

If you would like a hard copy, simply write your name and address on the enclosed postage-paid card and mail it to us as soon as possible. We will be happy to send you the printed version. If you want us to remove your name from the notification list, check the "remove" box and fill in your address.

Please review the draft STIP and send us your comments, especially for projects in your area. If you send in your comments electronically, address them to paujohnson@mt.gov. The comment period runs through **June 15, 2023** - so be sure to submit any comments prior to that date, so we can consider them for the final document.

Once the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) approve the final STIP, we will notify you that copies are available. If you have any questions or comments, feel free to call me at (800) 714-7296 or (406) 444-7259.

Thank you for your assistance,

Paul Johnson

Paul Johnson, Manager
Project Analysis
Rail, Transit and Planning Division

Enclosure