



13 0 6<sup>th</sup> STREET WEST  
ROOM A  
COLUMBIA FALLS, MT 59912

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

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**AGENDA**  
**MONDAY, DECEMBER 7, 2015**  
**COUNCIL CHAMBERS CITY HALL**

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**FINANCE COMMITTEE - 6:30 P.M.**

1. Claims Review (Barnhart, Shepard, Fisher)

**REGULAR MEETING - 7:00 P.M.**

**1. CALL TO ORDER**

- A. Roll Call
- B. Pledge of Allegiance

**2. APPROVAL OF AGENDA **\*\*1-4****

**3. CONSENT AGENDA:**

- \*A. Approval of Claims - \$ 180,690.77 - December 7, 2015 **\*\*5-16**
- \*B. Approval of Payroll Claims - \$60,385.01 - November 20, 2015 **\*\*17-18**  
Approval of Payroll Claims - \$87,729.83 - December 3, 2015 **\*\*19-20**
- \*C. Approval of Regular Meeting Minutes - November 15, 2015 **\*\*21-27**
- \*D. Approval of MOU with Flathead County EMS and authorize City Manager to sign. **\*\*28**
- \*E. Approval of Ambulance Services Agreements with Three Rivers EMS and authorize City Manager to sign. **\*\*29-32**
- \*F. Approval of City Attorney Contract Renewal - January 1, 2016 - December 31, 2017 and authorize City Manager to sign. **\*\*33-37**
- \*G. Approval of BNSF Easement for Sewer Main Extension (Cfalls Industrial Park) and authorize City Manager and City Attorney to execute documents on behalf of the City. **\*\*38-56**

**4. VISITORS/PUBLIC COMMENT (Items not on agenda)**

**5. NOTICES OF HEARINGS/HEARINGS:**

**A. HEARINGS:**

\*A. The Columbia Falls City-County Planning Board will hold a public hearing for the following items at their regular meeting on Tuesday, November 10<sup>th</sup> at 6:30 p.m. at the Council Chambers of City Hall, 130 6<sup>th</sup> Street West, Columbia Falls, Montana. The Columbia Falls City Council will hold a subsequent hearing on December 7<sup>th</sup>, 2015 starting at 7:00 p.m. in the same location.

**Columbia Falls Zoning Regulations - Title 18 (Zoning Text Amendment): \*\*57-**

**87** A request by the City of Columbia Falls to amend certain portions of the text of the Columbia Falls Zoning Regulations (Title 18 of the Columbia Falls Municipal Code). The City proposes changes to 18.410.030.A(G) (Accessory Building Height in the CR zoning) and increase the building height for a detached garage from 15-feet to 22-feet. Amend Chapter 18.324.040(H) - Building Height increasing the existing 30-feet to 35-feet height to match all of the other residential zoning districts. Adding a new provision for Clustering in the SAG zones enabling a property owner to use the density provisions of the zone to create smaller lots in exchange for open space or agriculture easements. Explore the possibilities of creating off-premise signage and other sign provisions for the downtown CB-4 (Central Business District). Propose other amendments to the Sign Chapter 18.438 to comply with recent US Supreme Court decisions.

Persons may testify at the hearings or submit written comments prior to the meetings. Written comment may be sent to Columbia Falls City Hall, Attention: Susan Nicosia, City Manager, 130 6<sup>th</sup> Street West, Room A, Columbia Falls, MT 59912. For more information call Eric Mulcahy, Columbia Falls City Planner at 755-6481.

- a. Adopt Staff Report #CZTA-15-02 as findings of fact.
- b. Approve, amend or deny the Text Amendments and direct City Manager and City Attorney to prepare applicable documents for the next regular council meeting.

\*B. On November 2, 2015, the City of Columbia Falls Council approved a Resolution of Intent to Annex certain wholly surrounded lands in accordance with the authority granted in Title 7, Part 45, M.C.A. Resolution 1715 includes Parcel A on Certificate of Survey No. 19988, Records of Flathead County, Montana. **\*\*88-92**

The City of Columbia Falls Council will meet on Monday, December 7, 2015 at 7:00 p.m. in the Council Chambers at City Hall, 130-6<sup>th</sup> Street West, Columbia Falls, Montana. At that time, the Council will hold a public hearing on this annexation and a vote on a resolution to annex Parcel A of Certificate of Survey No. 19988.

Written comments approving or disapproving the proposed extensions of the boundary of the City from registered voters residing in the area proposed to be annexed will be accepted for a period of 20 days from the date on which this notice is first published. Persons wishing to submit comments prior to said hearing, may submit them to: City Clerk, 130-6<sup>th</sup> Street West, Columbia Falls, MT. 59912.

Documents regarding the annexation are on file in the Office of the City Clerk, City Hall, 130 Sixth Street West, Room A, Columbia Falls, MT 59912. Questions may be directed to and further information on the action to be taken by the City of Columbia Falls City Council may be obtained from City Manager Susan Nicosia at City Hall - 130-6<sup>th</sup> Street West, Columbia Falls, MT 59912 or by calling 892-4391.

- a. Approve or deny the annexation and direct City Manager and City Attorney to prepare applicable documents for next regular council meeting.

\*C. NOTICE IS HEREBY GIVEN to all persons that a petition has been filed with the City Council of the City of Columbia Falls, Montana, requesting the abandonment, discontinuance and vacating of certain public way in the City of Columbia Falls, Montana, more particularly described as follows: **\*\*93-96**

A 10' strip of Eighth Street East adjacent to Lot 1, Block 61. Abandonment of the 10' strip of street right-of-way will allow the adjacent property owner to build a retaining wall to accommodate the slope of the lot. The abandonment will be subject to the rights of the City or any other public utility to access, operate and maintain any public utilities currently located within the right of way.

The City Council of Columbia Falls is scheduled to act on said petition at the regular meeting of the City Council at 7:00 p.m., on December 7, 2015 in the Council Chambers, 130 6<sup>th</sup> Street West, Columbia Falls, Montana, at which time and place all persons desiring to be heard on said matter may appear and offer comments on the proposed abandonment. Written comments may be addressed to the City Clerk, 130 6<sup>th</sup> Street West, Room A, Columbia Falls, Montana 59912 prior to the hearing.

- a. Approve or deny the abandonment and direct City Manager and City Attorney to prepare applicable documents for next regular council meeting.

**6. UNFINISHED BUSINESS:**

- A. CFAC - EPA Alternative Cleanup Process

**7. NEW BUSINESS:**

- \*A. Arbor Day Proclamation **\*\*97-98**
- \*B. Board appointments (Board of Adjustment, Tree Board and Columbia Falls City-County Planning Board) **\*\*99**

**8. REPORTS/BUSINESS FROM MAYOR & COUNCIL**

**9. CITY ATTORNEY REPORT**

**10. CITY MANAGER REPORT**

A. Manager's Update

**11. MISCELLANEOUS/REPORTS:**

\*A. INFORMATIONAL CORRESPONDENCE - List available for Review **\*\*100**

\*B. Reports:

a. Finance Report-November 2015 **\*\*101-110**

**12. ADJOURN**

**Next Scheduled Meetings:**

Council - December 21st- 7:00 p.m.

No December Planning Board

**\* Attached**

\* ... 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 (11/15) ****								
34190		2245 AMOZ Group, Inc.	1,204.80					
	11298	11/12/15 PD-EMAIL ISSUE	80.00			1000 420100	355	101000
	11298	11/12/15 ISSUES AFTER UPGRADE	56.66			2500 430200	355	101000
	11298	11/12/15 ISSUES AFTER UPGRADE	56.66			5210 430500	355	101000
	11298	11/12/15 ISSUES AFTER UPGRADE	56.68			5310 430600	355	101000
	11305	11/14/15 PUBLIC WORKS SERVER	311.60			2500 430200	355	101000
	11305	11/14/15 PUBLIC WORKS SERVER	311.60			5210 430500	355	101000
	11305	11/14/15 PUBLIC WORKS SERVER	311.60			5310 430600	355	101000
	11311	11/17/15 EMAIL ISSUE	20.00			1000 410580	355	101000
		<b>Total for Vendor:</b>	<b>1,204.80</b>					
*** Claim from another period (11/15) ****								
34213		877 APPLIED INDUSTRIAL TECHNOLOGIES	105.20					
	7006552651	11/13/15 SWR-MIXER SEALS	105.20			5310 430600	240	101000
		<b>Total for Vendor:</b>	<b>105.20</b>					
*** Claim from another period (11/15) ****								
34211		1700 BRECK LAW OFFICE, PC	5,580.83					
	111915	11/18/15 LEGAL FEES FOR DECEMBER	1,236.88			1000 411100	350	101000
	111915	11/18/15 LEGAL FEES FOR DECEMBER	2,773.75			1000 410365	350	101000
	111915	11/18/15 LEGAL FEES FOR DECEMBER	494.75			5210 430500	350	101000
	111915	11/18/15 LEGAL FEES FOR DECEMBER	494.75			5310 430600	350	101000
	111915	11/18/15 LEGAL FEES FOR DECEMBER	247.38			1000 411000	350	101000
	111915	11/18/15 LEGAL FEES FOR DECEMBER	100.00			1000 420100	399	101000
	111915	11/18/15 LEGAL FEES FOR DECEMBER	22.22			5210 430500	357	101000
	111915	11/18/15 LEGAL FEES FOR DECEMBER	33.33			5310 430600	357	101000
	111915	11/18/15 LEGAL FEES FOR DECEMBER	44.44			2500 430200	399	101000
	111915	11/18/15 LEGAL FEES FOR DECEMBER	133.33			1000 411100	350	101000
		<b>Total for Vendor:</b>	<b>5,580.83</b>					
*** Claim from another period (11/15) ****								
34191		1260 CARQUEST AUTO PARTS	71.11					
	231281	11/02/15 SWR-MOTOR OIL	3.99			5310 430600	231	101000
	231453	11/04/15 SWR-RING PLIERS	51.36			5310 430600	212	101000
	231850	11/11/15 SWR-SCRAPER	15.76			5310 430600	220	101000
		<b>Total for Vendor:</b>	<b>71.11</b>					
*** Claim from another period (11/15) ****								
34226		997 CENTURYLINK	1,652.80					
	112515	11/18/15 COURT-TELEPHONES	110.56			1000 410360	345	101000
	112515	11/18/15 ADMIN/MGR	73.08			1000 410400	345	101000
	112515	11/18/15 FINANCE	172.39			1000 410500	345	101000
	112515	11/18/15 COMP SERV	70.93			1000 410580	345	101000

\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	112515	11/18/15 POLICE	426.53			1000 420100	345	101000
	112515	11/18/15 FIRE	222.96			1000 420400	345	101000
	112515	11/18/15 STREETS	107.61			2500 430200	345	101000
	112515	11/18/15 WATER	268.96			5210 430500	345	101000
	112515	11/18/15 SEWER	199.78			5310 430600	345	101000
		<b>Total for Vendor:</b>	<b>1,652.80</b>					
34240		2852 CHARTER COMMUNICATIONS	72.93					
	120215	11/21/15 PD-INTERNET FOR DECEMBER	72.93			1000 420100	355	101000
		<b>Total for Vendor:</b>	<b>72.93</b>					
		*** Claim from another period (11/15) ****						
34225		14 CITY OF COLUMBIA FALLS	468.18					
	112415	11/24/15 FACILITIES-WATER/SEWER	87.93			1000 411200	342	101000
	112415	11/24/15 FIRE	25.35			1000 420400	342	101000
	112415	11/24/15 PARKS	121.44*			1000 460400	342	101000
	112415	11/24/15 STREETS	78.94			2500 430200	342	101000
	112415	11/24/15 WATER	60.80			5210 430500	342	101000
	112415	11/24/15 SEWER	93.72			5310 430600	342	101000
		<b>Total for Vendor:</b>	<b>468.18</b>					
34247		1145 CITY OF WHITEFISH BUILDING	6,407.70					
		Nov bldg permits						
		Nov bldg p 12/02/15 Building Permits (bldg/pla	4,617.60			2394 420500	398	101000
		Nov elec 12/02/15 Electrical Permits	833.95			2394 420500	398	101000
		Nov mech 12/02/15 Mechanical Permits	221.65			2394 420500	398	101000
		Nov Plmbin 12/02/15 Plumbing Permits	734.50			2394 420500	398	101000
		<b>Total for Vendor:</b>	<b>6,407.70</b>					
34227		2818 Community Development Services	1,855.00					
	TEDD20156	12/01/15 CONTRACT SEPT. 30-NOV.30	1,855.00			1000 410100	399	101000
		<b>Total for Vendor:</b>	<b>1,855.00</b>					
		*** Claim from another period (11/15) ****						
34192		486 DANA KEPNER COMPANY, INC.	7,112.10					
	4037956	11/09/15 WTR-3/4" iPERL	2,464.00			5210 430500	230	101000
	4037959	11/09/15 WTR-MXU DUAL & SINGLE PORT	1,698.10			5210 430500	230	101000
	4037958	11/10/15 WTR-3" OMNI,T2 METER	2,950.00			5210 430500	230	101000
		<b>Total for Vendor:</b>	<b>7,112.10</b>					

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CITY OF COLUMBIA FALLS  
Claim Approval List  
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\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
		*** Claim from another period (11/15) ****						
34193		1797 DEPARTMENT OF ADMINISTRATION	337.86					
	20161031	11/16/15 PD-NETWORK/EMAIL NOVEMBER	337.86			1000 420100	363	101000
		<b>Total for Vendor:</b>	<b>337.86</b>					
		*** Claim from another period (11/15) ****						
34194		191 DIVERSIFIED ELECTRIC CO.	15.00					
	10327	11/05/15 SWR-OIL	15.00			5310 430600	231	101000
		<b>Total for Vendor:</b>	<b>15.00</b>					
		*** Claim from another period (11/15) ****						
34217		2817 EYEHEAR TECHNOLOGY GROUP	486.00					
	23476	11/12/15 Cassette recorder installed	486.00			1000 410100	212	101000
		<b>Total for Vendor:</b>	<b>486.00</b>					
		*** Claim from another period (11/15) ****						
34212		438 FERGUSON ENTERPRISES, INC.	742.73					
	1347696-1	11/04/15 WTR-DU CHK,METER	742.73			5210 430500	230	101000
		<b>Total for Vendor:</b>	<b>742.73</b>					
34230		1216 FIRST BANKCARD	783.62					
	773926-232	10/27/15 COUNCL-BEST BUY,TAPE PLAYE	27.99			1000 410100	210	101000
	120215	11/19/15 RETURN-BEST BUY,TAPE PLAYER	-27.99			1000 410100	210	101000
	01131iN152	11/05/15 PD-GO WIRELESS,PHONE CASE	34.95			1000 420100	220	101000
	01131iN159	11/05/15 PD-GO WIRELESS,PHONE CASE	34.95			1000 420100	220	101000
	643001	11/17/15 WLNS CHLLNG-SMITH'S,GIFT CRD	155.95			1000 510620	170	101000
	01131iN165	11/19/15 GO WIRELESS,STR-CHARGER	8.98			2500 430200	220	101000
	01131iN165	11/19/15 GO WIRELESS,WTR-CHARGER	8.98			5210 430500	220	101000
	01131iN165	11/19/15 GO WIRELESS,SWR-CHARGER	8.98			5310 430600	220	101000
	01131iN165	11/19/15 GO WIRELESS,PRKS-CHARGER	8.98			1000 460400	220	101000
	01131iN165	11/19/15 GO WIRELESS,FAC-CHARGER	8.98			1000 411200	220	101000
	001070159	11/19/15 SWR-NOVCO-FILTER MATERIAL	114.99		205421	5310 430600	240	101000
	120215	11/19/15 PD-FAIRFIELD,TRAINING-M.JOHNSO	198.88			1000 420100	380	101000
	C028568589	11/20/15 FD-ADOBE ACROBAT	199.00			1000 420400	355	101000
		<b>Total for Vendor:</b>	<b>783.62</b>					
		*** Claim from another period (11/15) ****						
34224		1627 FISCAL-HEALTH PROGRAMS, DPHHS	200.00					
	112415	11/04/15 POOL-2016 LICENSE FEE	200.00			1000 460445	335	101000
		<b>Total for Vendor:</b>	<b>200.00</b>					

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\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
34228		24 FLATHEAD COUNTY TREASURER	1,743.00					
	120215	12/01/15 TECHNOLOGY SURCHARGE	480.00			1000 212201		101000
	120215	12/01/15 LAW ENFORCEMENT ACADEMY	490.00			1000 212201		101000
	120215	12/01/15 PUBLIC DEFENDER FEES	773.00			1000 212201		101000
		<b>Total for Vendor:</b>	<b>1,743.00</b>					
34229		21 FLATHEAD ELECTRIC COOP INC	2,002.00					
	20151704	11/25/15 TRAIN LIGHTS,METER BASE	2,002.00			1000 460400	399	101000
		<b>Total for Vendor:</b>	<b>2,002.00</b>					
		*** Claim from another period (11/15) ****						
34195		2814 FLATHEAD PEST SOLUTIONS	275.00					
	2612	05/08/15 FD-RURAL PEST CONTROL	55.00*			1000 420400	399	101000
	2691	06/09/15 FD-RURAL PEST CONTROL	55.00*			1000 420400	399	101000
	2907	07/08/15 FD-RURAL PEST CONTROL	55.00*			1000 420400	399	101000
	3027	08/06/15 FD-RURAL PEST CONTROL	55.00*			1000 420400	399	101000
	3141	09/02/15 FD-RURAL PEST CONTROL	55.00*			1000 420400	399	101000
		<b>Total for Vendor:</b>	<b>275.00</b>					
		*** Claim from another period (11/15) ****						
34220		2447 GALLS, AN ARAMARK COMPANY	140.81					
	004403234	11/16/15 Charger Flashlight	140.81			1000 420100	212	101000
		<b>Total for Vendor:</b>	<b>140.81</b>					
34231		2246 GLACIER PRECAST CONCRETE,	275.00					
	2015-2301	11/19/15 SWR-BARREL	275.00			5310 430600	240	101000
		<b>Total for Vendor:</b>	<b>275.00</b>					
		*** Claim from another period (11/15) ****						
34197		1411 HD SUPPLY WATERWORKS LTD	974.43					
	E730152	11/11/15 SWR-REPLACEMENT VALVING	1,420.85			5310 430600	240	101000
	E736534	11/09/15 WTR-BARREL COUPLING	900.28			5210 430500	230	101000
	E789389	11/12/15 WTR-CREDIT	-1,346.70*			5210 430500	240	101000
34232		1411 HD SUPPLY WATERWORKS LTD	540.00					
	LEAK REPAIR -2ND AVE E & 5TH ST E							
	E803178	11/16/15 WTR-RESTRAINT CPLNG	540.00*			5210 430500	240	101000
		<b>Total for Vendor:</b>	<b>1,514.43</b>					

\* ... 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 (11/15) ****								
34218		2845 HEARTWOOD TREE SERVICE	500.00					
	112315	09/11/15 Spruce tree removal	500.00			1000 410131	390	101000
<b>Total for Vendor:</b>			<b>500.00</b>					
*** Claim from another period (11/15) ****								
34196		1659 HIGH COUNTRY LINEN SUPPLY	175.78					
	0190855	11/16/15 FD-MATS	27.53			1000 411200	224	101000
	0190854	11/16/15 FAC-MATS (CITY HALL)	148.25			1000 411200	224	101000
<b>Total for Vendor:</b>			<b>175.78</b>					
*** Claim from another period (11/15) ****								
34198		2083 ITRON INC.	1,897.98					
	394260	11/11/15 WTR-MLOG 12/2015-12/2016	1,897.98			5210 430500	355	101000
<b>Total for Vendor:</b>			<b>1,897.98</b>					
*** Claim from another period (11/15) ****								
34210		2849 J2 BUSINESS PRODUCTS	375.98					
	626968	11/19/15 FD-LBL TAPE	27.58			1000 420400	210	101000
	626968	11/19/15 FIN-LBL TAPE,BINDER CLIPS	17.52			1000 410500	210	101000
	626968	11/19/15 WTR-LBL TAPE,BINDER CLIPS	7.01			5210 430500	210	101000
	626968	11/19/15 SWR-LBL TAPE,BINDER CLIPS	7.01			5310 430600	210	101000
	626968	11/19/15 BLDG-LBL TAPE,BINDER CLIPS	1.75			2394 420500	210	101000
	626968	11/19/15 PLNG-LBL TAPE,BINDER CLIPS	1.75			1000 411000	210	101000
	627120	11/19/15 CRT-RINFRMNTS,STAND,LABELS,CA	75.63			1000 410360	210	101000
	627206	11/20/15 FIN-CALENDARS	31.11			1000 410500	210	101000
	627184	11/20/15 FAC-SIDEWALK DEICER	219.50			1000 411200	224	101000
	C612527	11/03/15 CREDIT-FIN-ADHESIVE SPRAY	-16.27			1000 410500	210	101000
	C612527	11/03/15 CREDIT-WTRHESIVE SPRAY	-6.51			5210 430500	210	101000
	C612527	11/03/15 CREDIT-SWRHESIVE SPRAY	-6.51			5310 430600	210	101000
	C612527	11/03/15 CREDIT-BLDG-ADHESIVE SPRAY	-1.62			2394 420500	210	101000
	C612527	11/03/15 CREDIT-PLNG-ADHESIVE SPRAY	-1.63			1000 411000	210	101000
	C625099	11/09/15 CREDIT-FIN-CALENDARS (WRNG SZ	-41.49			1000 410500	210	101000
	627365	11/23/15 FD-INK CRTDG	27.20			1000 420400	210	101000
	79132	11/19/15 FIN-FINAL COPIER CNTRCT 2700	11.32			1000 410500	363	101000
	79132	11/19/15 WTR-FINAL COPIER CNTRCT 2700	11.32			5210 430500	363	101000
	79132	11/19/15 SWR-FINAL COPIER CNTRCT 2700	11.31			5310 430600	363	101000
<b>Total for Vendor:</b>			<b>375.98</b>					
*** Claim from another period (11/15) ****								
34199		2093 JOHNSON, MIKE	59.00					
TRAINING - NOV. 18 & 19, 2015 - HELENA, MT								
	111815	10/07/15 PD-MEALS	59.00			1000 420100	380	101000
<b>Total for Vendor:</b>			<b>59.00</b>					

12/03/15  
20:51:01

CITY OF COLUMBIA FALLS  
Claim Approval List  
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\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
*** Claim from another period (11/15) ****								
34215		385 KALMONT DISTRIBUTORS, INC.	20.00					
	69420CA	10/29/15 POOL-KEYS CUT & STAMPED	20.00			1000 460445	220	101000
		<b>Total for Vendor:</b>	<b>20.00</b>					
34233		999999 KEIBLER, LULA FRANCES	52.22					
	120215	12/01/15 REFUND	52.22			5210 214010		101000
		<b>Total for Vendor:</b>	<b>52.22</b>					
34234		2707 KENCO SECURITY AND TECHNOLOGY	36.00					
	1263491	12/01/15 FD-MONITORING/TEST FOR DEC.	36.00			1000 420400	366	101000
		<b>Total for Vendor:</b>	<b>36.00</b>					
*** Claim from another period (11/15) ****								
34200		1290 KROGER COMPANY	102.88					
	039963	10/19/15 FD-409 CLEANER	6.98			1000 420400	220	101000
	234685	10/22/15 CRT-DONUTS	11.98			1000 410360	390	101000
	294985	11/05/15 CRT-DONUTS	11.98			1000 410360	390	101000
	429842	11/06/15 PD-BATTERIES	71.94			1000 420100	220	101000
		<b>Total for Vendor:</b>	<b>102.88</b>					
34235		1690 LASALLE SAND & GRAVEL, LLC	215.97					
	76573	11/13/15 STRS-3/4 CRUSH	42.57			2500 430200	452	101000
	76581	11/13/15 STRS-3/4 CRUSH	46.24			2500 430200	452	101000
	76582	11/13/15 STRS-3/4 CRUSH	47.42			2500 430200	452	101000
	76584	11/13/15 STRS-3/4 CRUSH	51.22			2500 430200	452	101000
	76585	11/13/15 STRS-3/4 CRUSH	28.52			2500 430200	452	101000
		<b>Total for Vendor:</b>	<b>215.97</b>					
*** Claim from another period (11/15) ****								
34223		2861 LEAK LOCATORS OF MT	3,546.00					
	906	10/09/15 WTR-SEWERIN LEAK DETECTOR	3,546.00			5210 430500	212	101000
		<b>Total for Vendor:</b>	<b>3,546.00</b>					
*** Claim from another period (11/15) ****								
34202		735 MASTER TECH REPAIR	67.00					
	7395-25	11/04/15 PRKS-FUEL LINE	2.00			1000 460400	220	101000
	3084692	11/17/15 FD-STIHL SAW REPAIR	65.00			1000 420400	360	101000
34236		735 MASTER TECH REPAIR	1,200.00					
	0525-9	11/24/15 SWR-SNOWBLOWER	1,200.00			5310 430600	212	101000
		<b>Total for Vendor:</b>	<b>1,267.00</b>					

12/03/15  
20:51:01

CITY OF COLUMBIA FALLS  
Claim Approval List  
For the Accounting Period: 12/15

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Report ID: AP100V

\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
*** Claim from another period (11/15) ****								
34201		670 MONTANA DEPT. OF AGRICULTURE	130.00					
	111815	11/09/15 PRKS-PEST LIC RNWL-DEAN,SHANE	85.00			1000 460400	380	101000
	111815	11/09/15 STRS-PEST LIC RNWL-MATT,RICK	35.00			2500 430200	380	101000
	111815	11/09/15 WTR-PEST LIC RNWL-SHAWN	10.00			5210 430500	380	101000
		<b>Total for Vendor:</b>	<b>130.00</b>					
34246		631 MONTANA DEPT. OF ENVIRONMENTAL	140.00					
	120215	12/02/15 WTR-APP FOR CERT,S.BATES	140.00			5210 430500	380	101000
		<b>Total for Vendor:</b>	<b>140.00</b>					
*** Claim from another period (11/15) ****								
34219		559 MONTANA ONE CALL CENTER	54.36					
	11202015	12/04/15 Streets	18.12			2500 430200	318	101000
	11202015	12/04/15 Water	18.12			5210 430500	318	101000
	11202015	12/04/15 Sewer	18.12			5310 430600	318	101000
		<b>Total for Vendor:</b>	<b>54.36</b>					
*** Claim from another period (11/15) ****								
34203		52 NAPA AUTO PARTS	274.32					
	745046	11/09/15 FD-EMER LMP	24.34			1000 420400	361	101000
	745626	11/13/15 WTR-BATTERY,CORE DEPOSIT	152.00			5210 430500	232	101000
	745641	11/13/15 WTR-CREDIT,CORE DEPOSIT	-18.00			5210 430500	232	101000
	746861	11/25/15 SWR-HAMMER,LOCK FLEX	115.98			5310 430600	220	101000
		<b>Total for Vendor:</b>	<b>274.32</b>					
34237		1437 NORTHWESTERN ENERGY	1,603.30					
	120215	11/25/15 FACILITIES-NATURAL GAS	450.46			1000 411200	344	101000
	120215	11/25/15 POLICE	25.00			1000 420100	344	101000
	120215	11/25/15 FIRE	336.10			1000 420400	344	101000
	120215	11/25/15 STREET	223.54			2500 430200	344	101000
	120215	11/25/15 WATER	75.08			5210 430500	344	101000
	120215	11/25/15 SEWER	493.12			5310 430600	344	101000
		<b>Total for Vendor:</b>	<b>1,603.30</b>					
*** Claim from another period (11/15) ****								
34204		2678 O'NEIL PRINTERS, INC	118.40					
	21901	11/05/15 CRT-BUS WINDOW ENVELOPES (1000	118.40			1000 410360	210	101000
		<b>Total for Vendor:</b>	<b>118.40</b>					



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20:51:01

CITY OF COLUMBIA FALLS  
Claim Approval List  
For the Accounting Period: 12/15

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\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
*** Claim from another period (11/15) ***								
34208		2859 SWEIGART, CHAD	65.39					
	14261711	11/15/15 PD-CLOTHING/UNIFORM	15.41			1000 420100	226	101000
	50290938	11/15/15 PD-CLOTHING/UNIFORM	49.98			1000 420100	226	101000
		<b>Total for Vendor:</b>	<b>65.39</b>					
34241		402 T-BEND CONSTRUCTION, INC	275.00					
	15S824	11/24/15 WTR-5 TONS ASPHALT	275.00*			5210 430500	240	101000
		<b>Total for Vendor:</b>	<b>275.00</b>					
34242		293 U.S. BANK	5,847.50					
	250291	11/12/15 GO BOND POOL INTEREST	5,847.50			3010 490100	620	101000
		<b>Total for Vendor:</b>	<b>5,847.50</b>					
34243		1295 U.S. BANK - SPA LOCKBOX CM9695	124,131.25					
	120215	11/28/15 WATER-2005 PRINCIPAL	12,000.00			5210 490210	610	101000
	120215	11/28/15 WATER-2005 INTEREST	3,127.50			5210 490210	620	101000
	120215	11/28/15 SEWER-2000 PRINCIPAL	77,000.00			5310 490200	610	101000
	120215	11/28/15 SEWER-2000 INTEREST	8,030.00			5310 490200	620	101000
	120215	11/28/15 SEWER-2015 ARRA B PRINCIPAL	9,000.00			5310 490215	610	101000
	120215	11/28/15 SEWER-2015 ARRA B INTEREST	963.75			5310 490215	620	101000
	120215	11/28/15 SEWER-2015 ARRA C PRINCIPAL	9,000.00			5310 490215	610	101000
	120215	11/28/15 SEWER-2015 ARRA C INTEREST	5,010.00			5310 490215	620	101000
		<b>Total for Vendor:</b>	<b>124,131.25</b>					
34245		2862 UPS SUPPLY CHAIN SOLUTIONS, INC	32.00					
	1072048324	11/23/15 WTR-LEAK DETECTOR SHIPPING	32.00			5210 430500	212	101000
		<b>Total for Vendor:</b>	<b>32.00</b>					
*** Claim from another period (11/15) ***								
34222		1218 VERIZON WIRELESS	976.35					
	9755541494	11/12/15 ADMIN-CELL PHONES	10.01			1000 410400	345	101000
	9755541494	11/12/15 FINANCE	10.01			1000 410500	345	101000
	9755541494	11/12/15 FIRE	103.08			1000 420400	345	101000
	9755541494	11/12/15 FACILITIES	25.50			1000 411200	345	101000
	9755541494	11/12/15 STREETS	50.99			2500 430200	345	101000
	9755541494	11/12/15 POLICE	629.26			1000 420100	345	101000
	9755541494	11/12/15 PARKS	25.50			1000 460400	345	101000
	9755541494	11/12/15 WATER	61.00			5210 430500	345	101000
	9755541494	11/12/15 SEWER	61.00			5310 430600	345	101000
		<b>Total for Vendor:</b>	<b>976.35</b>					

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CITY OF COLUMBIA FALLS  
Claim Approval List  
For the Accounting Period: 12/15

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\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
34244		1134 VICTIM-WITNESS ADVOCATE PROGRAM	462.00					
	120215	12/01/15 VICTIM WITNESS FEE	462.00			2917 410360	356	101000
		<b>Total for Vendor:</b>	<b>462.00</b>					
		*** Claim from another period (11/15) ****						
34209		84 WESTERN BUILDING CENTER	772.88					
	4419740	11/11/15 FD-MACH SCREWS,ASSTD FSTNERS	3.03			1000 420400	220	101000
	4419745	11/11/15 FAC-HAMMER	17.99			1000 411200	220	101000
	4419909	11/12/15 FD-FILE SET,FILES,TOOLBOX	26.56			1000 420400	220	101000
	4420584	11/18/15 SWR-BATTERIES	8.99			5310 430600	220	101000
	4419083	11/05/15 STRS-BIT,PLYWD,SCREW,STAKES	394.45			2500 430200	240	101000
	4419148	11/06/15 STRS-LIGHT BASE,RLR CVRS,TRAY	133.00			2500 430200	240	101000
	4419226	11/06/15 STRS-HALOGEN BULBS	49.47			2500 430200	240	101000
	4420525	11/18/15 SWR-RECIP BL,FACE SHLD,CUTOFF	38.18			5310 430600	220	101000
	4420827	11/20/15 STRS-HEM FIR	10.38			2500 430200	240	101000
	4420832	11/20/15 WTR-STAPLES	6.58			5210 430500	220	101000
	4418949	11/04/15 POOL-ANTIFREEZE	5.94			1000 460445	240	101000
	4419613	11/10/15 WTR-KNEE PADS	16.49			5210 430500	212	101000
	4420606	11/18/15 SWR-BALL VALVE	24.79			5310 430600	240	101000
	4421394	11/25/15 WTR-DUSTPAN,EPOXY	9.04			5210 430500	210	101000
	4421517	11/28/15 SWR-HEATING CABLE	27.99			5310 430600	240	101000
		<b>Total for Vendor:</b>	<b>772.88</b>					
		<b># of Claims</b>	<b>58</b>	<b>Total:</b>	<b>180,690.77</b>			

12/03/15  
20:51:01

CITY OF COLUMBIA FALLS  
Fund Summary for Claims  
For the Accounting Period: 12/15

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Report ID: AP110

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Fund/Account	Amount
1000 GENERAL FUND	
101000 CASH/CASH EQUIVALENTS	\$17,346.13
2394 BUILDING CODE ENFORCEMENT FUND	
101000 CASH/CASH EQUIVALENTS	\$6,407.83
2500 SPECIAL STREET MAINTENANCE DISTRICT FUND	
101000 CASH/CASH EQUIVALENTS	\$1,739.15
2917 CRIME VICTIMS ASSISTANCE FUND	
101000 CASH/CASH EQUIVALENTS	\$462.00
3010 GO BOND - POOL	
101000 CASH/CASH EQUIVALENTS	\$5,847.50
5210 WATER ENTERPRISE FUND	
101000 CASH/CASH EQUIVALENTS	\$33,510.81
5310 SEWER ENTERPRISE FUND	
101000 CASH/CASH EQUIVALENTS	\$115,377.35
<b>Total:</b>	<b>\$180,690.77</b>

12/03/15  
20:51:02

CITY OF COLUMBIA FALLS  
Claim Approval Signature Page  
For the Accounting Period: 12/15

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Report ID: AP100A

Council Meeting Date: Dec 7, 2015

Claims Submitted to Council: \$ 180,690.77

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

Prepared By: Todd Watkins, City Treasurer

\_\_\_\_\_  
Approved by Susan M. Nicosia, City Manager

Susan M. Nicosia

City Council to Approve by motion on consent agenda

**Mayor & Council:**

These claims include the GO Pool Bond Interest Payment, \$5,847.50 and Water 2005 Bond Principal and Interest, \$15,127.50 and Sewer 2000 and 2015 ARRA B and C Bond Principal and Interest, \$109,003.75. Building Permits continue to generate above the \$2,000 minimum. The November fee due to City of Whitefish is \$6,407.70.

These large claims are 75% of the total claims. Other claims are routine in nature.

Total for Payroll Checks

	Employee	Employer	Amount
ADDL HOURS (Additional)	0.00		1,007.72
COMA HOURS (Comp Time Accumulated)	13.50		0.00
HOL HOURS (Holiday Pay)	149.62		3,183.53
HOLW HOURS (Holiday Worked @ 2.5x)	38.75		1,953.64
HWOR HOURS (Holiday Worked/POLICE @ 1.5x)	8.50		208.68
OVER HOURS (Overtime)	21.50		682.62
OVT2 HOURS (STEP SHIFT B)	8.50		4.46
OVTD HOURS (STEP overtime)	18.00		597.12
PERS HOURS (Personal Time Used)	10.00		207.80
REG HOURS (Regular Time)	1,792.00		40,739.80
SFTO HOURS (Shift Sup/FTO - \$1/hour)	133.75		133.75
SHF1 HOURS (Shift Diff B)	217.00		75.96
SHF2 HOURS (Shift diff C)	230.75		161.53
SHFB HOURS (OVT "B" Shift Diff @ 1.5x)	6.25		3.28
SHFC HOURS (OVT "C" Shift Diff @ 1.5x)	2.75		2.89
SHFG HOURS (B HolW Shift Diff)	11.50		10.07
SHFH HOURS (C HolW Shift Diff)	12.25		21.44
SICK HOURS (Sick Time)	86.50		1,728.37
VACA HOURS (Vacation Time Used)	91.75		2,502.10
VOLN HOURS (Volunteer Fireman)	27.00		1,350.00
GROSS PAY	53,224.76	0.00	
NET PAY	35,342.58	0.00	
NET PAY (CHECKS)	4,228.85		
NET PAY (DIRECT DEPOSIT)	31,113.73		
AFLAC-POSTTAX	92.72	0.00	
AFLAC-PRETAX	163.59	0.00	
CHILD SUPPORT	107.57	0.00	
CITY OF COLUMBI	25.00	0.00	
FIT	4,853.05	0.00	
FLEX ALLEGIANCE	676.50	24.75	
HEALTHINS/PRE	2,003.68	11,714.37	
MEDICARE	744.18	744.18	
MPEA DUES	90.50	0.00	
MT ST FIRE ASSO	24.24	0.00	
NATIONWIDE/CITY	0.00	939.37	
NATIONWIDE/EMP	760.00	0.00	
P.E.R.S.	2,250.12	2,355.51	
PERS/FURS	259.36	348.07	
PERS/POLICE	1,575.33	2,522.26	
SIT	2,130.00	0.00	
SOCIAL SECURITY	1,841.65	1,841.65	
TEAMSTERS DUES	155.50	0.00	
UNEMPL. INSUR.	0.00	232.30	
UNUM LIFE INS.	104.19	0.00	
WHITEFISH CREDI	25.00	0.00	
WORKERS' COMP	0.00	2,226.73	
FIRST CITIZENS	794.62	0.00	
FREEDOM BANK	1,192.14	0.00	

11/20/15  
Payroll  
\$60,385.01  
Baw  
Stadland

GLACIER BANK/CF	12,386.36	0.00
GLACIER BANK/WF	2,282.27	0.00
PARKSIDE CR U	7,292.60	0.00
US BANK-	1,221.30	0.00
WELLS FARGO	2,213.53	0.00
WFISH CR UNION	3,730.91	0.00
FIT/SIT BASE	45,536.18	0.00
MEDICARE BASE	51,320.36	0.00
PERS BASE	48,409.70	0.00
SOC SEC BASE	29,704.16	0.00
WC BASE	53,408.49	0.00

Total 22,949.19  
 Total Payroll Expense (Gross Pay + Employer Contributions): 76,173.95  
 Payroll Register + Volunteer Payroll Register = Payroll Summary

Check Summary

Payroll Checks Prev. Out.	\$33,437.81
Payroll Checks Issued	\$7,104.67
Payroll Checks Redeemed	\$33,437.81
Payroll Checks Outstanding	\$7,104.67
Electronic Checks	\$53,280.34

Deductions Accrued	Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
Social Security		3683.30		212260
Medicare		1488.36		212260
P.E.R.S.		4605.63		212270
Unempl. Insur.	232.30		1191.59	212210
Workers' Comp	9288.34		11515.07	212220
FIT		4853.05		212260
SIT		2130.00		212260
AFLAC-PRETAX	163.60	327.19		212230
NATIONWIDE/EMP		760.00		212280
Teamsters dues	155.50	311.00		212310
MPEA Dues	80.50	171.00		212320
Whitefish credi		25.00		212350
PERS/Police		4097.59		212240
TEAMSTERS INIT				212310
NATIONWIDE/CITY		939.37		212280
AFLAC-POSTTAX	92.73	185.45		212230
PERS/FURS		607.43		212275
MT ST FIRE ASSO		24.24		212315
HEALTHINS/PRE	13718.05		27436.10	212400
CITY OF COLUMBI		25.00		212450
UNUM LIFE INS.	104.19		208.38	212400
FLEX ALLEGIANCE		701.25		212285
CHILD SUPPORT		107.57		212330
Total Ded.	40831.37	24562.20	25042.43	40351.14

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

Total for Payroll Checks

	Employee	Employer	Amount
	-----	-----	-----
ADDL HOURS (Additional)	0.00		25.00
COMA HOURS (Comp Time Accumulated)	3.00		0.00
COMP HOURS (Comp Time Used)	6.50		135.03
HOL HOURS (Holiday Pay)	323.25		7,472.34
HOLW HOURS (Holiday Worked @ 2.5x)	104.25		5,187.59
OVER HOURS (Overtime)	25.25		763.19
OVT2 HOURS (STEP SHIFT B)	2.00		1.05
OVTD HOURS (STEP overtime)	10.00		311.70
REG HOURS (Regular Time)	1,652.75		36,668.30
SFTO HOURS (Shift Sup/FTO - \$1/hour)	125.50		328.86
SHF1 HOURS (Shift Diff B)	208.25		72.89
SHF2 HOURS (Shift diff C)	200.00		140.02
SHFB HOURS (OVT "B" Shift Diff @ 1.5x)	6.00		3.15
SHFG HOURS (B HolW Shift Diff)	32.25		28.23
SHFH HOURS (C HolW Shift Diff)	28.50		49.88
SICK HOURS (Sick Time)	16.00		271.64
VACA HOURS (Vacation Time Used)	50.25		1,251.17
GROSS PAY	52,710.04	0.00	
NET PAY	35,153.88	0.00	
NET PAY (CHECKS)	4,248.35		
NET PAY (DIRECT DEPOSIT)	30,905.53		
AFLAC-POSTTAX	92.73	0.00	
AFLAC-PRETAX	163.60	0.00	
CHILD SUPPORT	107.57	0.00	
CITY OF COLUMBI	25.00	0.00	
FIT	4,974.76	0.00	
FLEX ALLEGIANCE	676.50	24.75	
HEALTHINS/PRE	1,793.68	11,097.37	
MEDICARE	739.72	739.72	
MPEA DUES	90.50	0.00	
MT ST FIRE ASSO	24.24	0.00	
NATIONWIDE/CITY	0.00	939.37	
NATIONWIDE/EMP	760.00	0.00	
P.E.R.S.	2,153.41	2,254.23	
PERS/FURS	259.36	348.07	
PERS/POLICE	1,410.49	2,258.34	
SIT	2,191.00	0.00	
SOCIAL SECURITY	1,744.39	1,744.39	
TEAMSTERS DUES	170.00	0.00	
TEAMSTERS INIT	50.00	0.00	
UNEMPL. INSUR.	0.00	237.21	
UNUM LIFE INS.	104.21	0.00	
WHITEFISH CREDI	25.00	0.00	
WORKERS' COMP	0.00	2,166.08	
FIRST CITIZENS	794.61	0.00	
FREEDOM BANK	1,253.43	0.00	
GLACIER BANK/CF	10,651.35	0.00	
GLACIER BANK/WF	2,176.54	0.00	

12/3/15  
Payroll  
\$87,729.83  
Paul  
Skaland

PARKSIDE CR U	7,110.42	0.00
US BANK-	1,360.73	0.00
WELLS FARGO	2,874.98	0.00
WFISH CR UNION	4,683.47	0.00
FIT/SIT BASE	45,493.00	0.00
MEDICARE BASE	51,015.63	0.00
PERS BASE	45,354.03	0.00
SOC SEC BASE	28,135.12	0.00
WC BASE	49,669.45	0.00

Total 21,809.53  
Total Payroll Expense (Gross Pay + Employer Contributions): 74,519.57

Check Summary

Payroll Checks Prev. Out.	\$641.80
Payroll Checks Issued	\$35,305.17
Payroll Checks Redeemed	\$311.00
Payroll Checks Outstanding	\$35,635.97
Electronic Checks	\$52,424.66

Deductions Accrued	Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
Social Security		3488.78		212260
Medicare		1479.44		212260
P.E.R.S.		4407.64		212270
Unempl. Insur.	1196.50		1433.71	212210
Workers' Comp	11454.42		13620.50	212220
FIT		4974.76		212260
SIT		2191.00		212260
AFLAC-PRETAX	163.60		327.20	212230
NATIONWIDE/EMP		760.00		212280
Teamsters dues	170.00		340.00	212310
MPEA Dues	90.50		181.00	212320
Whitefish credi		25.00		212350
PERS/Police		3668.83		212240
TEAMSTERS INIT	50.00		100.00	212310
NATIONWIDE/CITY		939.37		212280
AFLAC-POSTTAX	92.73		185.46	212230
PERS/FURS		607.43		212275
MT ST FIRE ASSO		24.24		212315
HEALTHINS/PRE	13718.05	28967.24	-2358.14	212400
CITY OF COLUMBI		25.00		212450
UNUM LIFE INS.	104.19	208.40		212400
FLEX ALLEGIANCE		701.25		212285
CHILD SUPPORT		107.57		212330
Total Ded.	39365.69	27039.99	52575.95	13829.73

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

**CITY OF COLUMBIA FALLS  
MINUTES OF THE REGULAR MEETING  
HELD NOVEMBER 16, 2015**

**Regular Meeting - Transact Routine Business**

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

PRESENT: Mayor Barnhart  
COUNCIL: Karper, Petersen, Shepard, Plevel, Lovering  
ABSENT: Fisher

**ROLL CALL**

Also present were City Manager Nicosia, City Clerk Staland, City Attorney Breck and Police Chief Perry.

Pledge of Allegiance

**PLEDGE**

**APPROVAL OF AGENDA:**

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

**AGENDA  
APPROVAL**

**CONSENT AGENDA:**

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

**CONSENT  
AGENDA  
APPROVAL**

- A. Approval of Claims - \$ 63,620.39 November 16, 2015
- B. Approval of Payroll Claims - \$ 88,042.82 - November 6, 2015
- C. Approval of Regular Meeting Minutes - November 2, 2015
- D. Approval of 2016 FY Contract Amendment, City Manager Susan Nicosia
- E. Approval of Emergency Action Plan Update and authorize City Manager to sign.

**VISITORS/PUBLIC COMMENT**

A. Cliff Boyd, Calbag, presentation to Council on CFAC site cleanup  
Mr. Boyd spoke about the CFAC cleanup in accordance with MT DEQ permit requirements and explained the intention to remove all above ground debris as well as concrete. The scope of work is behind the fence. Work started in June in which they moved in crews from out of town along with hiring 32 people that reside in Columbia Falls. They have done extensive testing and performed asbestos sampling and have been abating asbestos out there since June building by building. They anticipate the project taking roughly 24 months for demolition and removal, after a 6 month period adjusting the topographical graphical regularity. They have done soil samples and testing

**VISITOR  
COMMENTS**

**CITY OF COLUMBIA FALLS  
MINUTES OF THE REGULAR MEETING  
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ores as well as dust in the rooms. Mr. Boyd said they are not digging any pots until a digging plan is approved by DEQ. He reported that they are working 7 days a week with 70 employees, running two crews the first crew works Monday - Thursday with the second crew working Thursday - Sunday. Mr. Boyd said they had a piece of carbon fall out of a truck and residents called it in. They simply overloaded the truck; they have changed their protocol to contain the material for hauling. There is a water truck onsite and they water the loads to eliminate dust before hauling to the landfill which started in June. Shepard said many of the neighbors said there is too much dust on Railroad Street. Mr. Boyd said they hauled debris in trucks for two and half weeks and it did not work, once they received the complaint they changed their procedures. Councilman Shepard recommended contacting Mr. Wright to get the environmental data sheets on file. Mr. Boyd said they have been in contact with Mr. Wright. Shepard asked if they providing showers for the workers before they leave the plant site. Mr. Boyd said there are changing rooms for the employees to change out of their coveralls but there is no running water to provide showers. Shepard asked how they are planning on lifting the anodes. Mr. Boyd replied with cranes. Mr. Boyd said he would like to come to the council meetings to give updates of the progress. Mayor Barnhart said once a month would be sufficient.

Clarence Taber, 24 Taber Lane, said he heard the City wants to have a Superfund site on the CFAC land and said he is opposed. Mr. Taber said when you work with people you either work with them, for them or against them. Mr. Taber read in the newspaper about the complaints and would hope if there was a problem it would be addressed with the plant. He would like to see the City work with company in the cleanup. Calbag is bringing in jobs for local residents and that is good for the city.

**PUBLIC HEARINGS/NOTICES**

**A. NOTICE OF HEARINGS:** Mayor Barnhart read the notices of hearings:  
a. The Columbia Falls City-County Planning Board will hold a public hearing for the following items at their regular meeting on Tuesday, November 10<sup>th</sup> at 6:30 p.m. at the Council Chambers of City Hall, 130 6th Street West, Columbia Falls, Montana. The Columbia Falls City Council will hold a subsequent hearing on December 7<sup>th</sup>, 2015 starting at 7:00 p.m. in the same location.

**NOTICE OF  
PUBLIC  
HEARINGS-Title  
18**

**Columbia Falls Zoning Regulations - Title 18 (Zoning Text Amendment):** A request by the City of Columbia Falls to amend certain portions of the text of the Columbia Falls Zoning Regulations (Title 18 of the Columbia Falls Municipal Code). The City proposes changes to 18.410.030.A(G) (Accessory Building Height in the CR zoning) and increase the building height for a detached garage from 15-feet to 22-feet. Amend Chapter 18.324.040(H) -

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Building Height increasing the existing 30-feet to 35-feet height to match all of the other residential zoning districts. Adding a new provision for Clustering in the SAG zones enabling a property owner to use the density provisions of the zone to create smaller lots in exchange for open space or agriculture easements. Explore the possibilities of creating off-premise signage and other sign provisions for the downtown CB-4 (Central Business District). Propose other amendments to the Sign Chapter 18.438 to comply with recent US Supreme Court decisions.

Persons may testify at the hearings or submit written comments prior to the meetings. Written comment may be sent to Columbia Falls City Hall, Attention: Susan Nicosia, City Manager, 130 6<sup>th</sup> Street West, Room A, Columbia Falls, MT 59912. For more information call Eric Mulcahy, Columbia Falls City Planner at 755-6481.

b. On November 2, 2015, the City of Columbia Falls Council approved a Resolution of Intent to Annex certain wholly surrounded lands in accordance with the authority granted in Title 7, Part 45, M.C.A. Resolution 1715 includes Parcel A on Certificate of Survey No. 19988, Records of Flathead County, Montana.

The City of Columbia Falls Council will meet on Monday, December 7, 2015 at 7:00 p.m. in the Council Chambers at City Hall, 130-6<sup>th</sup> Street West, Columbia Falls, Montana. At that time, the Council will hold a public hearing on this annexation and a vote on a resolution to annex Parcel A of Certificate of Survey No. 19988.

Mayor Barnhart asked City Manager Nicosia why we were doing this. Nicosia said it is a wholly surrounded parcel and following state statue we have to hold a Public Hearing.

Written comments approving or disapproving the proposed extensions of the boundary of the City from registered voters residing in the area proposed to be annexed will be accepted for a period of 20 days from the date on which this notice is first published. Persons wishing to submit comments prior to said hearing, may submit them to: City Clerk, 130-6<sup>th</sup> Street West, Columbia Falls, MT. 59912.

Documents regarding the annexation are on file in the Office of the City Clerk, City Hall, 130 Sixth Street West, Room A, Columbia Falls, MT 59912. Questions may be directed to and further information on the action to be taken by the City of Columbia Falls City Council may be obtained from City Manager Susan Nicosia at City Hall - 130-6<sup>th</sup> Street West, Columbia Falls, MT. 59912 or by calling 892-4391.

**CITY OF COLUMBIA FALLS  
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**UNFINISHED BUSINESS**

**A. MT DOC Youth Recreation Grant**

City Manager Nicosia said she has continued working with the Columbia Falls Baseball Association on the MT DOC Youth Recreation Grant; they are a very small nonprofit organization and are not set up to handle a large reimbursement-basis grant. Nicosia is working with the CFBA putting the numbers together for the grant and compiling a list of priorities. The City is set up to help with the administration and auditing of the grant. In order to meet the requirements, the City can be the applicant on the grant and manage it accordingly. Nicosia said she has completed the environmental review assessment and it meets the requirements of an exempt review.

Mayor Barnhart asked if there were any comments from Council or the public, seeing none moved on to a vote.

Councilman Plevel motioned to approve the City as being the applicant for the grant application, second by Councilman Shepard and the motion carried.

**NEW BUSINESS:**

**A. CFAC - EPA Cleanup Process**

Mayor Barnhart said he is on the CFAC Liaison committee and has closely followed the negotiations to get a letter of consent signed to allow them to move forward with determining what the extent of the contamination is out there. Originally in order to encourage movement toward a cleanup, the Council determined along with Senator Tester that the City should support a Superfund site cleanup. Mayor Barnhart noted that after much deliberation and consideration, Council concluded at that time that while we did not want a Superfund listing it was the best alternative to get the site cleaned up as soon as possible. As personally witnessed at the CFAC Liaison committee meetings, CFAC is working hand in hand with the EPA to reach an agreement and sign an order of consent before Thanksgiving. EPA has assigned an on site coordinator, Mike Cirian. Mr. Cirian has been meeting with the CFAC representatives and they are very close to getting the letter of consent, as reported by both parties.

Mayor Barnhart reported that there are two times a year that the EPA designates Superfund sites. The Fall listing did not designate this as a Superfund site. The EPA on site project manager has determined that there is a second way to keep the EPA and CFAC involved in this which is to not go to a Superfund designation. They have an alternative and it looks like they are very close to reaching an agreement. The EPA representative is fully aware of the fact that none of the sites in Region 8 have ever gone in this direction; it has either been Superfund or nothing. CFAC has come forward with a \$4 million bond to the EPA to ensure completion of the RIFS process

**UNFINISHED  
BUSINESS-MT  
DOC Youth  
Recreation Grant**

**NEW BUSINESS-  
CFAC Cleanup  
Process**

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that is anticipated to last 4 years. Mayor Barnhart said he would hope Council would have discussion and move forward with letters to the Senators, Representative and Governor recommending the Superfund designation be put on hold and let the process work itself out.

Councilman Plevel recommended Mayor Barnhart start the process as he has attended the meetings. Mayor Barnhart said they are looking to get this done as quickly as possible. Councilman Shepard asked Steve Wright how often Mike Cirian, EPA, had been out at the site. Steve Wright said Mike has been out two or three times. Steve Wright said the Superfund alternative follows the same steps as a Superfund listing. Councilman Petersen asked if the opportunity was to have an agreement in place. Mayor said the process to move forward is the same oversight with EPA in the lead. Mayor Barnhart suggested putting this on the next agenda bringing forth a letter for our Governor, Senators and Representative.

**B. Petition to abandon 10' strip - 8<sup>th</sup> St East**

City Manager Nicosia said City staff has been working on the abandonment request with the new owners; the new owners are looking to build a retaining wall, as their entrance will be off 8<sup>th</sup> street E. The water main is in the middle of the street and it not an issue with the abandonment request. Public Works concurred with abandoning the 10'.

Councilman Shepard motioned to approve proceeding with the abandonment request of 10' of 8<sup>th</sup> Street East, second by Councilman Plevel and the motion carried. Nicosia noted that the City will give public notice of the proposed abandonment and hold a hearing at the next regular council meeting.

**ORDINANCES/RESOLUTIONS:**

A. Resolution 1716 - A Resolution of the City Council of the City of Columbia Falls, Montana, Designating The Planners of the Night of Lights 2015 and Designating Night of Lights 2015 Parade as an Official Activity of the City of Columbia Falls. **RESOLUTION #1716-Night of Lights Parade**

Councilman Karper made motion to approve Resolution #1716 as written, second by Councilman Petersen with Council voting as follows. YES: Lovering, Petersen, Plevel, Shepard, Karper and Barnhart. NOES: None. ABSENT: Fisher

**REPORTS/BUSINESS FROM MAYOR & COUNCIL:**

Councilman Lovering inquired about Pit to Park progress. City Manager Nicosia said DEQ has not come for their site visit yet but she will follow up with them. **REPORTS FROM MAYOR AND COUNCIL**

**CITY OF COLUMBIA FALLS  
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Councilman Petersen said the building on Nucleus Avenue and 6<sup>th</sup> Street will have a mural on the building in the few days.

Councilman Shepard talked about the truck loads from CFAC on Railroad Street, noting health problems are a concern with debris blowing out of the trucks.

Councilman Plevel said she wanted Mayor and Council know that she has enjoyed being on the City Council for the last 10 years. Plevel said she will be out of the area the month of December, so this would be her final meeting.

Mayor Barnhart thanked Councilman Plevel for her years of service to the City noting that it was appreciated. Shepard said there were times that Plevel was the calming voice when he was not. Council recognized Plevel and her years of service to the City.

Mayor Barnhart congratulated the winners of the election, Councilman Karper, Councilman Fisher and Councilman-elect John Piper. Barnhart noted there was a good turnout for voting. Mayor Barnhart also congratulated the Girls Volleyball team for bringing home the State Championship.

**REPORTS/BUSINESS FROM CITY ATTORNEY:**

None

**REPORT FROM  
CITY ATTORNEY**

**CITY MANAGER:**

Nicosia discussed the 911 Special District process and asked if there were any comments from council. Mayor Barnhart noted there was ample opportunity to protest but had also hoped that the concerns could be addressed regarding questions on the commercial schedule. Petersen asked how the assessment would be adjusted if the rental space and changes business use Nicosia said they have determined it would need to be updated each year. Shepard said he knows of people from the Middle Road area that did not get the letter to protest.

**CITY MANAGER  
REPORT**

Nicosia noted that all of the current city board members have indicated a desire to continue serving the city except for one Tree Board opening and one City Planning/Zoning Board opening. The City Board vacancies will be advertised in the newspapers. Nicosia also noted that in addition to the various Board positions, the City attorney contract is up for renewal.

Nicosia reported receiving a letter, this evening, from the St. Richards Financial Advisory committee asking to be exempt from the street assessment. Nicosia will get with the City Attorney to review the request.

**A. INFORMATIONAL CORRESPONDENCE** - List available for Review

**CORRESPONDANCE/  
REPORTS**

**B. Reports:**

- a. Finance - October
- b. Police - October activity

**ADJOURN:** Upon motion duly made by Councilman Plevel, second by

**ADJOURN**

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Councilman Shepard the meeting adjourned at 8:47 p.m.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED BY COUNCIL ACTION: December 7<sup>th</sup>, 2015

## Memorandum of Understanding

### QRU

Agency Name  Columbia Falls Fire  Date  12-01-2015

It is understood that the Flathead County EMS levy funds are to be distributed to EMS agencies in Flathead County. The intended uses of these funds are for Quick Response Unit operations and/or staff training. Your agency will be allotted \$2,496.00 to be issued in December of 2015. Acceptance of this funding is agreeing to the standards of the Flathead County EMS Administrative Board and Flathead County Office of Emergency Services.

- Your agency is a licensed Non-Transport response agency with the State of Montana.
- You are agreeing that you have personnel equipped and ready for dispatch to render medical aid at least 95% of the time.
- You are agreeing that the Flathead County Medical Director will be the Medical Director of your unit.
- You are agreeing that your personnel will be available for mutual aid dispatch to the county in the event neighboring services are out of resources. (Pursuant to Montana Code Section 7-33-4112)
- You agree to provide information needed to provide System Management, Quality Control and Medical Oversight when requested to the EMS Office.

Failure to meet the conditions of this agreement can result in a financial consequence in your future allotment.

\*Staffed is to be interpreted as staffed with paid on site personnel, or available personnel that are equipped with communication devices that alert them to respond.

Return signed form to the Flathead County EMS Office by December 11, 2015

Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

County EMS Manager \_\_\_\_\_ Date \_\_\_\_\_

Mary M. Granger

Make Checks Payable to: \_\_\_\_\_

Agreement Expires June 30, 2016

## AMBULANCE SERVICES AGREEMENT

This Ambulance Services Agreement ("Agreement") is made between the Three Rivers EMS ("TREMS"), 31 7<sup>th</sup> St W, Columbia Falls, MT and the City of Columbia Falls (the "City"), a municipal corporation organized and existing under the laws of the State of Montana, 130 6<sup>th</sup> St West, Columbia Falls, MT 59912.

Whereas, the Parties desire to ensure an appropriate level of care for patients in the community;

Whereas, TREMS requires assistance from the Columbia Falls Volunteer Fire Department to ensure that level of care;

Now, therefore, in consideration of the mutual covenants and agreements herein contained, the receipt and sufficiency whereof being hereby acknowledged, the parties hereto agree as follows:

1. Purpose. TREMS provides non-exclusive emergency and medical response services within the City of Columbia Falls. The purpose of this agreement is for the City to assist TREMS in its provision of these services by providing back-up services for TREMS' emergency and medical response through the use of personnel within the Columbia Falls Fire Department. The Columbia Falls Fire Department will provide back-up services in the following instances:
  - a. Unknown injury Motor Vehicle Crash
  - b. Known injury Motor Vehicle Crash
  - c. As needed and requested by TREMS, i.e. for lift assistance, CPR, forcible entry, extrication, medical assistance, driving ambulance to hospital when both TREMS personnel are needed for patient care.
2. Term and Termination. This Agreement shall be for a term of three (3) years from the Effective Date, as defined below. This Agreement may be extended by mutual written consent of the Parties. Either Party may terminate this Agreement without cause on thirty (30) days written notice to the other Party.
3. Training. TREMS shall from time-to-time provide City, at no cost, with training for City personnel on ambulance driving and transport procedures. Such training will be at a mutually agreed upon time and place. Only fire department personnel who have received the training may drive a TREMS ambulance.
4. Dispatch Services. Pursuant to the Purpose defined in 1 above, TREMS will dispatch the City Fire Department personnel through the 911 Center.
5. Standard of Emergency Medical Services. The City will provide backup services in accordance with prevailing industry standards of quality and care applicable to the emergency medical services industry.
6. Protocols. The City will comply with any and all applicable emergency medical service protocols.
7. Indemnification. To the fullest extent permitted by law, TREMS agrees to release, defend, indemnify, and hold harmless the City, its agents, representatives, employees, and officers (collectively referred to for purposes of this Section as the City) from and against any and all claims, demands, actions, fees and costs (including attorney's fees and the costs and fees of any expert witnesses and consultants), losses expenses, liabilities (including liability where activity is inherently or intrinsically dangerous) or damages of whatever kind or nature connected therewith and without limit and without regard to the cause or causes thereof or the negligence of any party or parties that may be asserted against, recovered from or

suffered by the City or occasioned by, growing or arising out of or resulting from or in any way related to: (i) the negligent, reckless, or intentional misconduct of TREMS; (ii) any negligent, reckless, or intentional misconduct of any of the TREMS' agents; or (iii) the negligent, reckless, or intentional misconduct of any other third party to which TREMS provides service.

Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist. The indemnification obligations of this Section must not be construed to negate, abridge, or reduce any common-law or statutory rights of the indemnitee(s) which would otherwise exist as to such indemnitee(s).

TREMS' indemnity under this Section shall be without regard to and without any right to contribution from any insurance maintained by City.

Should an indemnitee described herein be required to bring an action against TREMS to assert its right to defense or indemnification under this Agreement or under the TREMS' applicable insurance policies required below, the indemnitee shall be entitled to recover reasonable costs and attorney fees incurred in asserting its right to indemnification or defense but only if a court of competent jurisdiction determines the Contractor was obligated to defend the claim(s) or was obligated to indemnify the indemnitee or a claim(s) or any portion(s) thereof.

In the event of an action filed against City resulting from the City's performance under this Agreement, the City may elect to represent itself and incur all costs and expenses of a suit.

TREMS also waives any and all claims and recourse against the City or its officers, agents or employees, including the right of contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to the performance of this Agreement except "responsibility for his own fraud, for willful injury to the person or property or another, or for violation of law, whether willful or negligent" as per 28-2-702, MCA.

These obligations shall survive termination of this Agreement and the services performed hereunder.

8. Insurance. In addition to and independent from the requirements of Section 7 above, TREMS shall obtain and maintain throughout the term of this Agreement, comprehensive automotive insurance and comprehensive general liability with limits of \$2 million per claimant per incident. Each Party will maintain workers' compensation insurance in the statutory required amounts  
The City, its officers, agents, and employees, shall be endorsed as an additional or named insured on a primary non-contributory basis on both TREMS' commercial general and its automobile liability policies. The insurance and required endorsements must be in a form suitable to City and shall include no less than a sixty (60) day notice of cancellation or non-renewal. The City must approve all insurance coverage and endorsements. Contractor shall notify City within two (2) business days of TREMS' receipt of notice that any required insurance coverage will be terminated or Contractor's decision to terminate any required insurance coverage for any reason.

The City may obtain and maintain risk management coverage up to the limitation and amounts provide in MCA Section 2-9-108. TREMS specifically recognizes and agrees that any risk management coverage obtained by the City is secondary to TREMS' insurance.

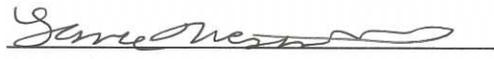
9. Confidentiality. All information with respect to the operations and business of a party and any other information considered to be and treated as confidential by that party gained during the negotiation or Term of this Agreement will be held in confidence by the other party and will not be divulged to any unauthorized person without prior written consent of the other party, except for access required by law, regulation and third party reimbursement agreements.
10. Relationship. In the performance of this Agreement, each party hereto shall be, as to the other, an independent contractor and neither party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other. Nothing contained in this Agreement shall be construed to constitute either party assuming or undertaking control or direction of the operations, activities or medical care rendered by the other. TREMS and City administrative staff shall meet as needed to address issues of mutual concern related to the provision of Services and the parties' respective rights and obligations hereunder.
11. Force Majeure. Neither Party shall be responsible for any delay in or failure of performance resulting from acts of God, riot, war, civil unrest, natural disaster, labor dispute or other circumstances not reasonably within its control.
12. HIPAA. Each Party shall comply with the privacy provisions of the *Health Insurance Portability and Accountability Act of 1996* and the regulations thereunder ("HIPAA"), and with such other requirements of HIPAA that may become effective during the Term of this Agreement. Each Party acknowledges and agrees that it is considered to use and disclose Protected Health Information in accordance with HIPAA without an additional written authorization of the Patient as long as both parties have a direct relationship with the Patient. All Patient medical records shall be treated as confidential so as to comply with all state and federal laws.
13. Notices. All notices required under this document shall be written and served by registered mail to the City at 130 6<sup>th</sup> St. West, Room A, Columbia Falls, MT 59912 attention City Manager unless otherwise directed by the City and to Three Rivers EMS PO Box 1411, Columbia Falls, MT 59912-1411, attention Operations Manager, unless otherwise directed by TREMS.
14. Attorney's Fees and Costs. In the event it becomes necessary for either Party of this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, the prevailing Party in any ensuing legal action or the Party giving notice shall be entitled to reasonable attorney's fees and costs, including fees, salary, and costs of in-house counsel to include City Attorney.
15. Dispute Resolution. Any controversy or dispute between the parties, their agents, employees, or representatives shall be resolved by negotiation between the City's Fire Chief and TREMS' manager. If not resolved at that level, the City Council shall appoint City representatives to meet with the TREMS Board to resolve the issue(s).
16. Severability. If any portion of this Agreement is held to be void or unenforceable, the balance thereof shall continue in effect.

17. Applicable Law. The parties agree that this Agreement is governed in all respects by the laws of the State of Montana and the parties expressly agree that venue will be in Flathead County, Montana, and no other venue.
18. Binding Effect. This Agreement is binding upon and inures to the benefit of the heirs, legal representatives, successors, and assigns of the parties.
19. No Third-Party Beneficiary. This Agreement is for the exclusive benefit of the parties, does not constitute a third-[arty beneficiary agreement, and may be not be relied upon or enforced by a third party.
20. Integration. This Agreement and any Exhibits attached hereto constitute the entire agreement of the parties. Covenants or representations not contained therein or made a part thereof by reference, are not binding upon the parties. There are no understandings between the parties other than those set forth in this Agreement. All communications, either verbal or written, made prior to the date of this Agreement are hereby abrogated and withdrawn unless specifically made a part of this Agreement by reference.
21. Extensions. This Agreement may, upon mutual agreement, be extended for one year periods by written agreement of the Parties. In no case, however, may this Agreement run longer than three (3) years after the Date of Execution.

In Witness Whereof, the Parties have hereto executed this Agreement as of the \_\_\_\_\_ day of December, 2015 ("Effective Date").

Three Rivers EMS

City of Columbia Falls



Operations Manager



Susan M. Nicosia, City Manager

Attest:

Attest:



Board Chairman



City Clerk



**Justin G. Breck**  
City Attorney  
justin@brecklawoffice.com

813 Fourth Avenue West  
Post Office Box 2071  
Columbia Falls, MT 59912-2071

Telephone: (406) 892-4446  
Facsimile: (406) 892-4449

**Stephanie M. Breck**  
Deputy City Attorney  
stephanie@brecklawoffice.com

**Sally S. Miller, Paralegal**  
sally@brecklawoffice.com

December 4, 2015

Mayor and Council  
City of Columbia Falls  
130 Sixth Street West, Room A  
Columbia Falls, MT 59912

Re: City Attorney Contract  
1/1/2016 – 12/31/2017

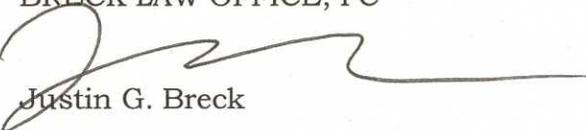
Dear Mayor and Council:

We are writing to confirm our mutual desire to be re-appointed as the City Attorney for the City of Columbia Falls for the two year term starting January 1, 2016 and ending December 31, 2017. We at Breck Law Office, PC have been honored to serve in this position since 2009 as an extension of Eric Kaplan's service in such role beginning in January of 1995 and ending in December of 2008. As you know, pursuant to the contract between our office and the City of Columbia Falls dated January 14, 2014, we serve all the City's legal needs, including but not limited to civil advice and counsel, criminal prosecution, civil litigation on a limited basis, and labor relations and negotiations. We perform these tasks with the assistance of Justin Breck (attorney), Stephanie Breck (attorney), Stephen C. Berg (attorney), and Sally Miller (paralegal). All of us here at Breck Law Office enjoy our work on behalf of the City and the relationships we've been able to establish as a result.

There is no need, on our part, to change the City Attorney Contract dated January 1, 2014. Thank you and Merry Christmas!

Warmest Regards,

BRECK LAW OFFICE, PC



Justin G. Breck



Stephanie M. Breck

**CITY OF COLUMBIA FALLS  
CITY ATTORNEY CONTRACT**

THIS CONTRACT, effective the 1st day of January, 2016, by and between the City of Columbia Falls, a Municipal Corporation (hereinafter referred to as the "City") and the firm of KAPLAN & BRECK, P.C., of Columbia Falls, Flathead County, Montana (hereinafter referred to as "Contractor");

**WITNESSETH;**

WHEREAS, the City requires legal counsel to advise, defend, and represent the City on matters including, but not limited to, litigation; zoning, planning, development, construction and other land use matters; municipal assessments; special improvement districts; bond sales, annexation, disability claims, liability claims, election law, and personnel matters; matters relating to water and sewer systems; and law enforcement issues; and

WHEREAS, the City requires legal counsel to prosecute criminal matters before the City Court of Columbia Falls, the District Court of Flathead County, and the Montana Supreme Court; and

WHEREAS, the City Council is authorized by the laws of the State of Montana to enter into this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, it is hereby agreed as follows:

1. **Representation.** Contractor shall represent the City of Columbia Falls and the City Council in all state and federal courts and all administrative hearings and agencies. Contractor is not expected to represent the City in defending liability and Worker's Compensation matters expected to be covered by existing insurance wherein the insurance contract provides other defense counsel. Contractor shall be designated the City Attorney of Columbia Falls and shall generally be responsible for all civil, criminal, and employment matters. In addition to the aforementioned areas of responsibility, Contractor shall also be responsible for all labor duties requiring the advice, guidance, or negotiation consultation of an attorney.
2. **Consultation.** Contractor shall participate in meetings and conferences, conduct research, and provide general consultation with the City.
3. **Meetings.** Contractor shall attend all scheduled City Council meetings and, as requested and as necessary, all workshops of the City Council.
4. **Opinions.** Contractor shall render oral or written opinions to the City Manager and City Council upon the specific request of those parties.
5. **City Court.** Contractor will be responsible for representation of the City before the Columbia Falls City Court or any appeals therefrom.

6. **Conflicts.** Contractor shall not represent any individual in any adverse hearing or in any court appearance in which the City is an adverse party.

7. **Notice of Claim.** Contractor shall promptly notify the City Manager of any claim, demand, complaint, or cause of action against the City, filed, delivered, or served on Contractor, and the City Manager of the City of Columbia Falls shall promptly notify Contractor to the same effect relative to anything filed, delivered, or served on the City Manager or the City of Columbia Falls or any City Employee in his or her official capacity.

8. **Professional Fees and Expenses.** It is understood that Contractor shall be paid as follows:

a. For the calendar years 2016 and 2017, the base sum of Fifty-Nine Thousand Three Hundred Seventy Dollars (\$59,370) to be paid in installments of Four Thousand Nine Hundred Forty-seven Dollars and 50 Cents (\$4,947.50) per month for services rendered hereunder. In addition to the base sum herein specified, the Contractor shall be paid an additional \$300.00 per month as compensation for increased criminal related prosecutorial duties for as long as such increased duties are necessary and an additional \$333.33 per month as compensation for duties resulting from the responsibilities it is hereby assuming in the area of union labor advice, guidance, negotiation, and consultation. In total, the City shall pay the Contractor a sum of Five Thousand Five Hundred Eighty Dollars and Eighty-Three Cents (\$5,580.83). Each monthly payment is payable within five days after the regular City Council meeting where Contractor has presented a request for payment of the amount. The fees for the 2017 calendar year will be established upon the completion of an evaluation by City Council.

b. Inasmuch as Contractor shall represent the City in all actions brought by or against the City or officials in their official capacities, all litigation and arbitration and preparation therefor, including trial and arbitration preparation, trials, arbitrations, or appeals therefrom, and all administrative proceedings and appeals therefrom, shall warrant additional compensation at the rate of One Hundred Fifty Dollars (\$150.00) per hour. Notwithstanding the foregoing, Contractor shall not be entitled to hourly compensation for criminal prosecutions in the City Court of Columbia Falls nor shall Contractor be entitled to an hourly rate greater than its customary private practice hourly rate. With prior approval of the City Council, Contractor may be paid at the rate of One Hundred Fifty Dollars (\$150.00) per hour on those additional occasions, if any, which the City Council deems beyond the normal and reasonable scope of the duties of the City Attorney. Contractor shall provide to the City Manager accurate and complete records of all time spent when billing the City at an hourly rate. Those out-of-pocket expenses which Contractor incurs and which are specifically and directly attributable to City litigation / arbitration and administrative proceedings, including court costs, deposition fees, arbitrator fees, mediator fees, travel costs, copies, postage, and long distance telephone calls, shall be reimbursed to Contractor. Said expenses shall be reimbursed by the City in a timely manner upon presentation of appropriate documentation.

c. This contract may be amended by agreement of the parties in connection with adoption of any City budget.

9. **Expenses.** Except for litigation / arbitration expenses as set forth above, the City shall not be responsible for any part or portion of Contractor's day-to-day office expenses or overhead.

10. **Assignment.** With prior Council approval, Contractor may assign or subcontract any portion of this contract, including without limitation, all criminal and employment matters, to another law firm located in Flathead County, the principal(s) of which are admitted to practice in the State of Montana and are qualified, by reason of experience and/or education, to perform such duties in a professional manner and consistent with state law.

11. **Municipal Law.** The Contractor agrees to maintain a level of proficiency in the area of municipal law and other areas of the law directly affecting the City. Contractor shall attend the annual City Attorneys meeting unless the Contractor and the City Manager agree that it is unnecessary under the circumstances.

12. **Substitute.** Contractor shall be responsible for having available at no cost to the City a substitute Contractor, acceptable to the City Council, to perform its duties in its absence. Except for unforeseen and unavoidable matters such as medical emergencies, Contractor shall not be absent from the City for a period in excess of six (6) consecutive weeks without prior Council approval.

13. **Independent Contractor.** It is understood that Contractor is an independent contractor and not an employee of the City. Contractor shall submit evidence to the City of Worker's Compensation coverage or exemption therefrom.

14. **Insurance.** Contractor agrees to carry, for the duration of this agreement, professional and/or malpractice insurance in the amount of \$500,000/\$500,000. Notice shall be given to the City by Contractor not less than sixty (60) days prior to any termination or material modification of coverage.

15. **Indemnification.** Contractor shall protect, appear, defend, save harmless and indemnify the City from and against all claims, suits, actions and costs arising from negligent actions or omissions or those of its agents or employees in the performance of this Contract.

16. **Non-Discrimination in Employment and Client Services.** During the performance of this Contract, Contractor agrees that no person shall, on grounds of race, creed, color, national origin, gender, marital status, age, religion, or on the presence of any sensory, mental or physical handicap, be excluded from full employment rights with Contractor. Neither shall Contractor discriminate against any employee or applicant for employment for the above reasons; provided, however, that prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular work involved.

17. **Non-Discrimination in Provided Services.** Contractor shall not, on the grounds of race, color, gender, religion, national origin, creed, marital status, age, or the presence of any sensory, mental or physical handicap:

- a. Deny any individual services or benefits provided under this Contract;

b. Subject any individual to segregation or separate treatment in any manner related to his or her receipt of any services or other benefits provided under this Contract; or

c. Deny any individual an opportunity to participate in any program or services provided by this Contract.

18. **Termination.** Contractor may be removed or suspended during the term of this Contract if done so pursuant to Section 7-4-4603, M.C.A. (2005).

19. **Term of Contract.** The term of this Contract shall be two (2) years and shall expire on December 31, 2017. Notwithstanding the foregoing, the Mayor, subject to approval by the City Council, shall have the discretion to reappoint or not reappoint Contractor at the end of the two (2) year appointment term ending December 31, 2017.

20. **Survival.** If any term, provision, or paragraph of this contract, or the application thereof be invalid or unenforceable, the remainder of this contract shall not be affected thereby and each of the remaining terms, provisions, and paragraphs of the contract shall be valid and enforceable to the extent permitted by law.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals.

CITY OF COLUMBIA FALLS,  
A Municipal Corporation

By: \_\_\_\_\_  
SUSAN M. NICOSIA, City Manager

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

KAPLAN & BRECK, P.C.

By: \_\_\_\_\_  
JUSTIN G. BRECK

Dated: \_\_\_\_\_



Jones Lang LaSalle Brokerage, Inc.  
4300 Amon Carter Blvd., Suite 100  
Fort Worth, Texas 76155  
tel +1 817-230-2600, fax +1 817 306-8265

December 4, 2015

City of Columbia Falls  
Attention: Ms. Susan Nicosia  
130 6th St West  
Room A  
Columbia Falls, MT 59901

15-54042

Dear Ms. Nicosia:

Attached please find a copy of the requested contract for execution by an official authorized to execute contract agreements on behalf of your company. Please print two (2) copies execute and **return both copies with original signature** for completion on part of BNSF Railway Company ("BNSF") to this office, along with the following requirements:

- A check in the amount of \$4,700.00 payable to BNSF Railway Company which covers the contract fee(s).

Please note the agreements cannot be executed by BNSF without an approved insurance certificate. If there are any issues with your insurance, you will be contacted by a member of the Risk Management team of BNSF Railway.

1. A Certificate of Insurance as required in the agreement.
2. A **separate policy** for Railroad Protective Liability Insurance as required in the agreement (**ORIGINAL POLICY MUST BE PROVIDED**). BNSF Railway Company will be the only insured party; OR;

**In lieu of providing a separate policy for Railroad Protective Liability Insurance**, you may participate in the BNSF's Railroad Protective Policy by checking the appropriate box in the contract and including an additional \$1,725.00 with your check.

**PLEASE ADVISE IF THIS PROJECT IS ARRA FUNDED.**

Acceptance and deposit of any check by BNSF does not constitute an agreement between BNSF and Licensee for the requested license. BNSF shall not be obligated to hold the check in a separate fund, but may commingle the funds with other funds of BNSF, and in no event shall BNSF be responsible for interest on said funds.

The enclosed permit is not a binding agreement and shall become binding only when, and if, it is executed by you and fully approved and executed by BNSF Railway Company. Upon completion on behalf of BNSF, one fully executed counterpart will be returned for your records.

**The specifications/plans you provided may differ from BNSF's minimum specification requirements. Therefore, prior to your installation, please review the Exhibit A to determine the specifications necessary for your installation.**

Please be informed that if contracts, fees, and insurance are not returned within sixty (60) days, the processing fee will increase to \$1,500.00.

Sincerely,

Patricia Villegas  
Associate Permit Manager  
Attachment

## PIPELINE LICENSE

THIS PIPELINE LICENSE ("**License**") is made to be effective \_\_\_\_\_, 2015 (the "**Effective Date**") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Licensor**") and **CITY OF COLUMBIA FALLS** ("**Licensee**").

In consideration of the mutual covenants contained herein, the parties agree to the following:

### GENERAL

1. Grant of License. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), one (1) pipeline, 7.92 inches in diameter inside a(n) 24 inch steel casing (collectively, the "**Pipeline**"), across or along Licensor's rail corridor at or near the station of Columbia Falls, County of Flathead, State of Montana, Line Segment 0036, Mile Post 1210.83 as shown on the attached Drawing No. 65436, dated December 04, 2015, attached hereto as **Exhibit "A"** and incorporated herein by reference (the "**Premises**").
2. Term. This License shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, subject to prior termination as hereinafter described.
3. Existing Improvements. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. Use of the Premises. Licensee shall use the Premises solely for construction, maintenance, and use of the Pipeline in accordance with the Drawings and Specifications. The Pipeline shall carry sanitary sewer, and Licensee shall not use the Pipeline to carry any other material or use the Premises for any other purpose.
5. Alterations. Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

### COMPENSATION

6. License Fee. Licensee shall pay Licensor, prior to the Effective Date, the sum of four thousand seven hundred and No/100 Dollars (\$4,700.00) as compensation for the use of the Premises.
7. Costs and Expenses.
  - 7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
  - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Pipeline, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred. Licensee shall bear the cost of flagger services and other safety measures provided by Licensor, when deemed necessary by Licensor's representative. Flagging **costs** shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid

holidays (as applicable); railway and unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.

8. Payment Terms. All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

### **LICENSOR'S RESERVED RIGHTS**

9. Reserved Rights of Use. Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:
- 9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Pipeline) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;
  - 9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or
  - 9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.
10. Right to Require Relocation. If at any time during the term of this License, Licensor desires the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Pipeline, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Pipeline as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the Pipeline, or the construction of a new pipeline to replace the Pipeline. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensor in its sole discretion, to the Pipeline promptly upon Licensor's request.

### **LICENSEE'S OPERATIONS**

11. Construction and Maintenance of the Pipeline.
- 11.1 Licensee shall notify Licensor's Roadmaster, at 500 Depot St Whitefish, MT 59937, telephone (406) 863-0253, at least ten (10) business days prior to installation of the Pipeline and prior to entering the Premises for any subsequent maintenance thereon. In the event of emergency, Licensee shall notify Licensor of Licensee's entry onto the Premises at the telephone number above as soon as practicable and shall promptly thereafter follow up with written notice of such entry.
  - 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.

- 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.
- 11.4 Any contractors or subcontractors performing work on the Pipeline or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.
- 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises in such a manner as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 11.6 Licensee shall, at its sole cost and expense, construct and maintain the Pipeline in such a manner and of such material that the Pipeline will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Pipeline shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Pipeline or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in **Section 24** hereof.
- 11.7 Licensor may direct one or more of its field engineers to observe or inspect the construction and/or maintenance of the Pipeline at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). If ordered at any time to halt construction or maintenance of the Pipeline by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Pipeline, it being solely Licensee's responsibility to ensure that the Pipeline is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.

12. Boring and Excavation.

- 12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the Underground Services Association) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee may request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline by contacting Licensor's Telecommunications Helpdesk at least thirty (30) business days prior to installation of the Pipeline. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.
- 12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in Licensor's sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
- 12.3 Any open hole, boring, or well, constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
- 12.3.1 filled in to surrounding ground level with compacted bentonite grout; or
- 12.3.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

**LIABILITY AND INSURANCE**

13. Liability and Indemnification.

- 13.1 For purposes of this License: (a) "**Indemnitees**" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "**Liabilities**" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "**Licensee Parties**" means Licensee or Licensee's officers, agents, invitees, licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.

- 13.2 TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):
- 13.2.1 THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,
  - 13.2.2 ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,
  - 13.2.3 LICENSEE'S OCCUPATION AND USE OF THE PREMISES,
  - 13.2.4 THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR
  - 13.2.5 ANY ACT OR OMISSION OF ANY LICENSEE PARTY.
- 13.3 TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). LICENSEE WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS. NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.
- 13.4 IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.
- 13.5 THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.

- 13.6 Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless any Indemnitee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.
14. Personal Property Risk of Loss. **ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.**
15. Insurance. Licensee shall, at its sole cost and expense, procure and maintain during the life of this License the following insurance coverage:
- 15.1 Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$5,000,000 each occurrence and an aggregate limit of at least \$10,000,000 but in no event less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence or equivalent and include coverage for, but not limited to, the following:
- Bodily Injury and Property Damage
  - Personal Injury and Advertising Injury
  - Fire legal liability
  - Products and completed operations

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc.
- Separation of insureds.
- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability Insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Licensor's employees.

No other endorsements limiting coverage may be included on the policy.

- 15.2 Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:
- Bodily injury and property damage.
  - Any and all vehicles owned, used or hired.

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.
- Additional insured endorsement in favor of and acceptable to Licensor.
- Separation of insureds.

- The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

15.3 Workers' Compensation and Employers' Liability Insurance. This insurance shall include coverage for, but not limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) in which the services are to be performed. If optional under state laws, the insurance must cover all employees anyway.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- Waiver of subrogation in favor of and acceptable to Licensor.

15.4 Railroad Protective Liability Insurance. This insurance shall name only Licensor as the Insured with coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. **THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy shall be issued on a standard ISO form CG 00 35 12 03 and include the following:

- Endorsed to include the Pollution Exclusion Amendment.
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to Licensor prior to performing any work or services under this License.
- Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$1,725.00.

- I **elect** to participate in Licensor's Blanket Policy;
- I **elect not** to participate in Licensor's Blanket Policy.

15.5 Intentionally deleted.

15.6 Other Requirements:

15.6.1 Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

15.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or a policy endorsement, must waive their right of subrogation against Licensor for all claims and suits, and the certificate of insurance must reflect the waiver of subrogation endorsement. Licensee further waives its right of recovery,

and its insurers must also waive their right of subrogation against Licensor for loss of Licensee's owned or leased property, or property under Licensee's care, custody, or control.

- 15.6.3 Licensee is not allowed to self-insure without the prior written consent of Licensor. If granted by Licensor, any self-insured retention or other financial responsibility for claims shall be covered directly by Licensee in lieu of insurance. Any and all Licensor liabilities that would otherwise, in accordance with the provisions of this License, be covered by Licensee's insurance will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.
- 15.6.4 Prior to entering the Premises, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments. Licensee shall notify Licensor in writing at least 30 days prior to any cancellation, non-renewal, substitution, or material alteration. In the event of a claim or lawsuit involving Licensor arising out of this License, Licensee will make available any required policy covering such claim or lawsuit.
- 15.6.5 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- 15.6.6 If coverage is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration or termination of this License. Annually, Licensee agrees to provide evidence of such coverage as required hereunder.
- 15.6.7 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), who have been instructed by Licensee to procure the insurance coverage required by this License. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.
- 15.6.8 Not more frequently than once every five years, Licensor may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- 15.6.9 If any portion of the operation is to be subcontracted by Licensee, Licensee shall require that the subcontractor shall provide and maintain insurance coverages as set forth herein, naming Licensor as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor herein.
- 15.6.10 Failure to provide evidence as required by this Section 15 shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this Section shall not operate as a waiver of Licensee's obligations hereunder.
- 15.6.11 The fact that insurance (including, without limitation, self-insurance) is obtained by Licensee shall not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.

15.6.12 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable.

15.6.13 For purposes of this Section 15, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

## **COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS**

### 16. Compliance with Laws, Rules, and Regulations.

16.1 Licensee shall observe and comply with any and all laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.

16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensor's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.BNSFcontractor.com" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew the Safety Orientation annually.

16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.

16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.

16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

### 17. Environmental.

17.1 Licensee shall strictly comply with all federal, state and local environmental Legal Requirements and regulations in its use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, and CERCLA (collectively

referred to as the "**Environmental Laws**"). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws on or about the Premises.

- 17.2 Licensee covenants that it will not handle or transport "hazardous waste" or "hazardous substances", as "hazardous waste" and "hazardous substances" may now or in the future be defined by any federal, state, or local governmental agency or body through the Pipeline on Licensor's property. Licensee agrees periodically to furnish Licensor with proof, satisfactory to Licensor that Licensee is in compliance with the provisions of this **Section 17.2**.
- 17.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of hazardous substances on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use the best efforts to promptly respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor immediate notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 17.4 If Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- 17.5 Licensee shall promptly report to Licensor in writing any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.

#### **DISCLAIMER OF WARRANTIES**

##### 18. No Warranties.

- 18.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
- 18.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE PIPELINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**

19. Disclaimer of Warranty for Quiet Enjoyment. **LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**
20. Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damage Licensee sustains in connection with the eviction.

#### **LIENS AND TAXES**

21. Liens and Charges. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to Premises that is or may be permitted by law to prevent the attachment of any such liens to Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.
22. Taxes. Licensee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed by any governmental or quasi-governmental body upon the Pipeline or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "**Improvements**") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

#### **DEFAULT, TERMINATION, AND SURRENDER**

23. Default and Termination. In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:
- 23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in **Section 15**.
- 23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of hazardous waste or hazardous material, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee.
- 23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedy set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.
- 23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from

any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.

24. Surrender of the Premises.

24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:

24.1.1 if so directed by Licensor in writing, remove the Improvements, the Pipeline and all appurtenances thereto, or, at the sole discretion of Licensor, fill and cap or otherwise appropriately decommission the Pipeline with a method satisfactory to Licensor;

24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;

24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and

24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date.

24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensor or if Licensee fails to complete its obligations under **Section 24.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.

24.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licensor may, at its election, either: (i) remove the Pipeline and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensor for cost incurred, (ii) upon written notice to Licensee, take and hold the Pipeline and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licensor has consented to the Pipeline and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licensor, provide a bill of sale in a form acceptable to Licensor conveying the Pipeline and the other Improvements to Licensor.

**MISCELLANEOUS**

25. Successors and Assigns. All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensor and Licensee to the same extent as if each such successor and assign was named a party to this License.

26. Assignment.

26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensor, which consent may not be unreasonably withheld or

delayed by Licensor. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licensor in its sole and absolute discretion.

- 26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.
- 26.3 Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of **Section 15** above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensor for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment.
- 26.4 The provisions of this **Section 26** shall survive the expiration or earlier termination of this License.
27. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensor: Jones Lang LaSalle Brokerage, Inc.  
4300 Amon Carter Blvd., Suite 100  
Fort Worth, TX 76155  
Attn: Permits/Licenses

with a copy to: BNSF Railway Company  
2301 Lou Menk Dr. – GOB-3W  
Fort Worth, TX 76131  
Attn: Senior Manager Real Estate

If to Licensee: City of Columbia Falls  
130 6th St. West

Room A  
Columbia Falls, MT 59901

28. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Pipeline and the other Improvements are removed and the Premises are restored to its condition as of the Effective Date.
29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.
30. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.
31. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.
32. Integration. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.
33. Joint and Several Liability. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
34. Waiver. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.
35. Interpretation.
  - 35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.
  - 35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the

masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.

36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged via email or electronic facsimile machines and any email or electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.
37. Licensor's Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

**END OF PAGE – SIGNATURE PAGE FOLLOWS**

This License has been duly executed by the parties hereto as of the date below each party's signature; to be effective, however, as of the Effective Date.

**LICENSOR:**

**BNSF RAILWAY COMPANY** a Delaware corporation

**By:** Jones Lang LaSalle Brokerage, Inc.,  
4300 Amon Carter Blvd, Suite 100  
Fort Worth, TX 76155

By: \_\_\_\_\_

Title: Ed Darter  
Sr. Vice President - National Accounts  
\_\_\_\_\_

Date: \_\_\_\_\_

**LICENSEE:**

**CITY OF COLUMBIA FALLS**

**By:** 130 6th St. West  
Room A  
Columbia Falls, MT 59901

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Exhibit A

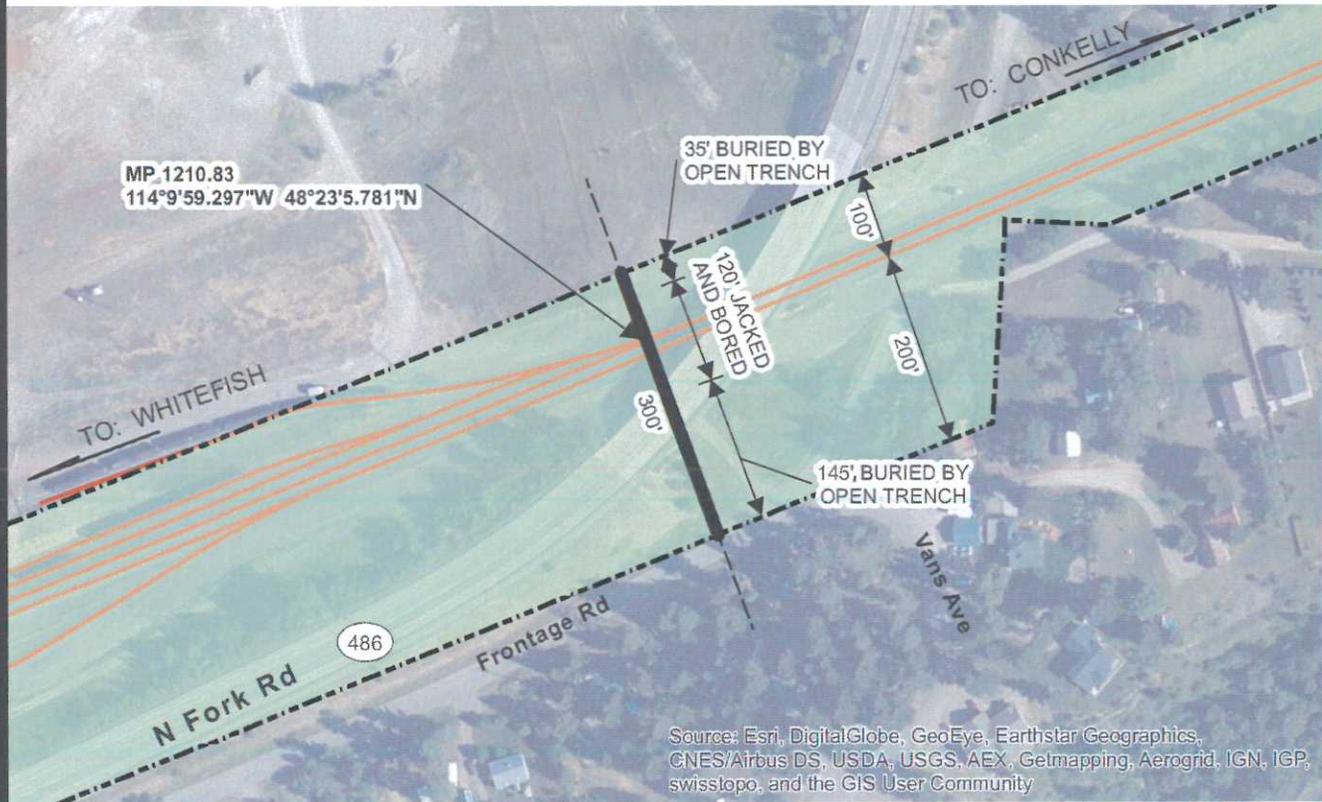
**EXHIBIT "A"**  
 ATTACHED TO CONTRACT BETWEEN  
**BNSF RAILWAY COMPANY**  
 AND



**CITY OF COLUMBIA FALLS**

SCALE: 1 IN. = 200 FT.  
MONTANA DIV.  
HI LINE SUBDIV.  
 L.S. 0036 MP 1210.83  
 DATE 12/04/2015

SECTION: 9  
 TOWNSHIP: 30N  
 RANGE: 20W  
 MERIDIAN: PRM



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

DESCRIPTION OF PIPELINE  
 PIPELINE SHOWN BOLD

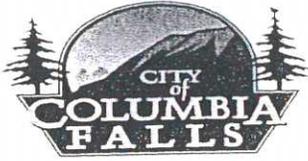
	CARRIER PIPE	CASING PIPE		CARRIER PIPE	CASING PIPE
SIZE:	<u>7.92"</u>	<u>24"</u>	LENGTH ON RW:	<u>300'</u>	<u>300'</u>
CONTENTS:	<u>SANITARY SEWER</u>		WORKING PRESSURE:	<u>0 PSI</u>	
PIPE MATERIAL:	<u>PVC</u>	<u>STEEL</u>	BURY: BASE/RAIL TO TOP OF CASING		<u>11' - 10"</u>
SPECIFICATIONS / GRADE:	<u>SDR 35</u>	<u>35,000 PSI</u>	BURY: NATURAL GROUND		<u>6'</u>
WALL THICKNESS:	<u>0.24"</u>	<u>0.375"</u>	BURY: ROADWAY DITCHES		<u>6'</u>
COATING:	<u>N/A</u>	<u>N/A</u>	CATHODIC PROTECTION		<u>YES</u>

VENTS: NUMBER 2 SIZE 4" HEIGHT OF VENT ABOVE GROUND 4'  
 NOTE: 120' OF CASING TO BE JACKED OR DRY BORED AND  
 180' OF CASING TO BE BURIED BY OPEN TRENCH

**AT COLUMBIA FALLS**  
**COUNTY OF FLATHEAD**

**STATE OF MT**

**JNC**



130 6<sup>th</sup> STREET WEST  
ROOM A  
COLUMBIA FALLS, MT 59912

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

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**CITY OF COLUMBIA FALLS**  
**NOTICE OF PUBLIC HEARINGS**

The Columbia Falls City-County Planning Board will hold a public hearing for the following items at their regular meeting on Tuesday, November 10<sup>th</sup> at 6:30 p.m. at the Council Chambers of City Hall, 130 6th Street West, Columbia Falls, Montana. The Columbia Falls City Council will hold a subsequent hearing on December 7<sup>th</sup>, 2015 starting at 7:00 p.m. in the same location.

**Columbia Falls Zoning Regulations – Title 18 (Zoning Text Amendment):** A request by the City of Columbia Falls to amend certain portions of the text of the Columbia Falls Zoning Regulations (Title 18 of the Columbia Falls Municipal Code). The City proposes changes to 18.410.030.A(G) (Accessory Building Height in the CR zoning) and increase the building height for a detached garage from 15-feet to 22-feet. Amend Chapter 18.322.040(D), 18.324.040(H) and 18.326.040(D) – Building Height increasing the existing 30-feet to 35-feet height to match all of the other residential zoning districts. Adding a new provision for Clustering in the SAG zones enabling a property owner to use the density provisions of the zone to create smaller lots in exchange for open space or agriculture easements. Explore the possibilities of creating off-premise signage and other sign provisions for the downtown CB-4 (Central Business District). Propose other amendments to the Sign Chapter 18.438 to comply with recent US Supreme Court decisions.

Persons may testify at the hearings or submit written comments prior to the meetings. Written comment may be sent to Columbia Falls City Hall, Attention: Susan Nicosia, City Manager, 130 6<sup>th</sup> Street West, Room A, Columbia Falls, MT 59912. For more information call Eric Mulcahy, Columbia Falls City Planner at 755-6481.

DATED this 13 day of October, 2015.

*Susan Nicosia*

Susan Nicosia, CPA, MPA, City Manager

COLUMBIA FALLS CITY-COUNTY PLANNING BOARD

Publish: Daily Interlake:      October 25, 2015

No. 23087

CITY OF COLUMBIA FALLS  
NOTICE OF PUBLIC  
HEARINGS

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/s/Susan Nicosia  
Susan Nicosia, CPA, MPA, City Manager  
COLUMBIA FALLS  
CITY-COUNTY PLANNING BOARD

Oct. 25, 2015  
MNAXLP

STATE OF MONTANA

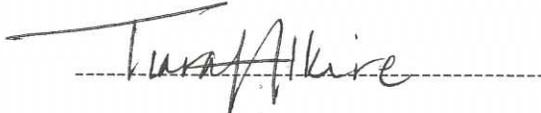
FLATHEAD COUNTY

AFFIDAVIT OF PUBLICATION

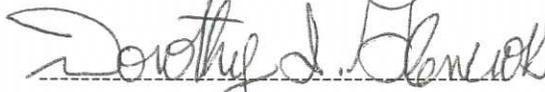
**TIARA ALKIRE BEING DULY SWORN, DEPOSES AND SAYS: THAT SHE IS THE LEGAL CLERK OF THE DAILY INTER LAKE A DAILY NEWSPAPER OF GENERAL CIRCULATION, PRINTED AND PUBLISHED IN THE CITY OF KALISPELL, IN THE COUNTY OF FLATHEAD, STATE OF MONTANA, AND THAT NO. 23087**

**LEGAL ADVERTISEMENT WAS PRINTED AND PUBLISHED IN THE REGULAR AND ENTIRE ISSUE OF SAID PAPER, AND IN EACH AND EVERY COPY THEREOF ON THE DATES OF October 25, 2015.**

AND THE RATE CHARGED FOR THE ABOVE PRINTING DOES NOT EXCEED THE MINIMUM GOING RATE CHARGED TO ANY OTHER ADVERTISER FOR THE SAME PUBLICATION, SET IN THE SAME SIZE TYPE AND PUBLISHED FOR THE SAME NUMBER OF INSERTIONS.

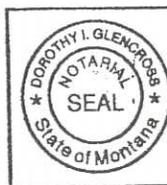


Subscribed and sworn to  
Before me this October 26, 2015.



Dorothy I. Glencross

Notary Public for the State of Montana  
Residing in Kalispell  
My commission expires 9/11/2017



DOROTHY I. GLENCROSS  
NOTARY PUBLIC for the  
State of Montana  
Residing at Kalispell, Montana  
My Commission Expires  
September 11, 2017



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

PHONE (406) 892-4391

FAX (406) 892-4413

December 4, 2015

To: Mayor & Council

From: City Manager Nicosia

A handwritten signature in blue ink, appearing to read "Susan", is written over the printed name "City Manager Nicosia".

RE: Planning Board Recommendation

At the November 10, 2015 Planning Board hearing, the Planning Board voted to adopt the Text Amendments as presented in Staff Report # CZTA-15-02 with the accompanying Sign Text and Cluster Development attachments. On a vote of 4-3, the Planning board amended the Cluster Development provisions on Line 115 from 50' to 100'.

City contract planner, Eric Mulcahy, recommended changing the political sign size from 12 sq ft to 20 sq ft and that change was agreed to by the Planning Board.

I am also attaching public comment received from Bill Dakin on the proposed accessory building height amendment. No other public comment has been received. The City and Planning board and continuing soliciting comment on the down town signage provisions.

**ZONE TEXT AMENDMENT REQUEST  
COLUMBIA FALLS AREA ZONING JURISDICTION  
COLUMBIA FALLS PLANNING OFFICE STAFF REPORT #CZTA-15-02  
October 23, 2015**

A report to the Columbia Falls City-County Planning Board and Zoning Commission and the Columbia Falls City Council regarding a request to amend the zoning text of the Columbia Falls Zoning Ordinance. The City proposes changes to 18.410.030.A(G) (Accessory Building Height in the CR zoning) and increase the building height for a detached garage from 15-feet to 22-feet. Amend Chapters 18.322.040(H), 18.324.040(H) & 18.326.040 (D) - Building Height increasing the existing 30-feet to 35-feet height to match all of the other residential zoning districts. Making certain changes to the sign regulations for conformance with US Supreme Court Decision. Adding a new provision for Clustering in the SAG zones enabling a property owner to use the density provisions of the zone to create smaller lots in exchange for open space or agriculture easements. The zone text amendment request is scheduled for hearing before the Planning Board on November 10, 2015 at 6:30 pm. The City Council meeting is scheduled for December 7<sup>th</sup>, 2015, at 7:00 p.m.

**A. PETITIONERS**

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

**B. PETITIONER'S TECHNICAL ASSISTANCE**

Columbia Falls Planning Staff  
130 6<sup>th</sup> Street West  
Columbia Falls, MT 59901

**D. REQUEST**

The request is to amend the text various sections of the Columbia Falls Zoning Code (Chapter 18 of the Columbia Falls Municipal Code). The Text Amendment include addressing sign regulation consistencies with recent court cases, consistent height requirement, expanding height for detached accessory structures, creating an option for clustering subdivisions using densities rather than minimum lots sizes in the Suburban Agricultural zones. Deletions are shown with strikethroughs and additions are show with underlines.

Changes proposed by City Staff are addressed below.

**Chapter 18.322 CR-1 ONE-FAMILY LIMITED RESIDENTIAL**

**18.322.040 Bulk and dimensional requirements.**

The bulk and dimensional requirements for the CR-1 district are as follows:

- A. Minimum lot area: one (1) acre;
- B. Minimum lot width: one hundred fifty (150) feet;
- C. Minimum yard requirements:
  - 1. Front: thirty (30) feet;
  - 2. Side: twenty (20) feet each;
  - 3. Side corner: thirty (30) feet;

- 4. Rear: twenty (20) feet;
- D. Maximum height: ~~thirty (30)~~ thirty-five (35); licensed amateur radio operators antennae-seventy-five (75) feet;
- E. Permitted lot coverage: thirty (30) percent;
- F. Maximum fence height:
  - 1. Front: three (3) feet;
  - 2. Side: six (6) feet;
  - 3. Rear: six (6) feet;
- G. Off-street parking: See Chapter Parking and Loading 18.500. (Ord. 523 § 1(part), 1989)

**Chapter 18.324 CR-2 ONE-FAMILY LIMITED RESIDENTIAL**

**18.324.040 Bulk and dimensional requirements.**

The bulk and dimensional requirements of the CR-2 district are as follows:

- A. Minimum lot area: twenty thousand (20,000) square feet;
- B. Minimum lot width: one hundred (100) feet;
- C. Minimum yard requirements:
- D. Front: twenty-five (25) feet;
- E. Side: fifteen (15) feet each;
- F. Side corner: fifteen (15) feet;
- G. Rear: twenty (20) feet;
- H. Maximum height: ~~thirty (30)~~ thirty-five (35) feet; licensed amateur radio operators antennae-seventy-five (75) feet;
- I. Permitted lot coverage: thirty (30) percent;
- J. Maximum fence height:
- K. Front: three (3) feet;
- L. Side: six (6) feet;
- M. Rear: six (6) feet;
- N. Off-street parking: See Chapters Parking and Loading 18.500. (Ord. 523 § 1(part), 1989; Ord. No. 716, exhibit A, 4-5-2010)

**Chapter 18.326 CR-3 ONE FAMILY RESIDENTIAL**

**18.326.040 Bulk and dimensional requirements.**

The bulk and dimensional requirements for the CR-3 district are as follows:

- A. Minimum lot area: nine thousand six hundred square feet;
- B. Minimum lot width: eighty feet;
- C. Minimum yard requirements:
  - 1. Front: twenty-five feet,
  - 2. Side: five feet each,
  - 3. Side corner: fifteen feet,
  - 4. Rear: twenty feet;
- D. Maximum height: ~~thirty (30)~~ thirty-five (35) feet; licensed amateur radio operators antennae-seventy-five feet;
- E. Permitted lot coverage: thirty percent;
- F. Maximum fence height:
  - 1. Front: three feet,
  - 2. Side: six feet,

3. Rear: six feet;  
G. Off-street parking: See Chapters Parking and Loading 18.500  
(Ord. 687 § 2(part), 2007)

### **Chapter 18.410 ACCESSORY USES**

#### 18.410.030 Accessory Use Restrictions.

The following is a list of restrictions on accessory uses and structures:

- A. In CR zones, there shall be no storage or overnight parking of trucks, buses, or other vehicles with a manufacturers rating of more than two tons;
- B. No accessory structures except fences, walls, or hedges shall be constructed in any front yard. Accessory buildings shall not be located any closer than five feet to a rear or side lot line in zoning districts with setback requirements; except storage shed with an area 120 square feet or less.
- C. Accessory buildings in a commercial or industrial district shall comply to the setback requirements for principal buildings when located adjacent to a residential use or district.
- D. On corner lots, accessory structures and uses shall conform to the setback requirements on both street frontages.
- E. Accessory buildings shall not cover more than twenty-five percent of any rear yard in CR zones.
- F. When a garage or carport is entered from an alley, it shall not be located closer than ten feet from the alley right-of-way line.
- G. Accessory buildings shall not exceed a height of ~~fifteen feet~~ twenty two feet in CR zones or the maximum height permitted for a principal building in other zones.
- H. Attached accessory buildings shall be located pursuant to the requirements for principal buildings.
- I. No accessory structure or use shall be constructed or established on any lot prior to the time of the substantial completion of the construction of the principal structure to which it is an accessory.

(Ord. 615 § 2(part), 1999; Ord. 601 § 7, 1997; Ord. 544 § 3, 1991; Ord. No. 716, exhibit A, 4-5-2010)

See attached for Signage and Cluster Provisions.

### **E. REASON FOR REQUEST**

#### Building Height

The building height in the CR-1, 2 and 3 zoning districts is a 30-foot height limit. All other residential and CSAG districts are 35-feet. This change is requested to make the zoning regulations consistent.

#### Accessory Structure Height

The Columbia Falls Board of Adjustment has granted several variances to detached garage height. If a garage is attached to the residence, then the garage can be as tall as the residence (up to 35 feet). If the garage is detached it is limited to 15 feet in height which with today's full sized pick-up, travel trailers, and boats, is too short to fit these vehicles. The proposed 22 foot height limit for detached garages will allow for taller garage doors and some storage in the attic of the garage.

#### Sign Regulations

The amendments to the sign regulations are based on a recent US Supreme Court Case that involved temporary signage. The proposed changes are intended to make

the sign regulations more content neutral while still regulating time, place and manner of signage.

#### Clustering Provision

After the Columbia Falls Board of Adjustment granted a variance for a family with a large farm holding to create a smaller lot while protecting the density provisions of the zoning district, the Board recommended that the City explore the creation of Cluster Development that respects the overall density of a property but also preserves more farm and open space areas.

### **EVALUATION BASED ON STATUTORY CRITERIA<sup>1</sup>**

The following findings are made:

**1. Does the requested zone give consideration to the general policy and growth pattern set out in the Growth Policy?**

Chapter 12 of the Columbia Falls Growth Policy addresses implementation strategies to further the adopted goals and policies of the document. Zoning is identified as a legal tool to regulate compatibility of use such as the transition between commercial and residential; density of development primarily using minimum lot sizes, bulk/dimensional standard to protect view sheds but also address signage, parking, landscaping, and floodplain.

The proposed changes primarily address changes and consistencies that have either come to light through the administration of the zoning code or through court decisions.

The proposed changes meet the intent of zoning as identified in the Columbia Falls Growth Policy and as none of the changes are site specific, they do not impact the Growth Policy Map.

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

The proposed changes to the zoning ordinance focus on legal inconsistencies, zoning inconsistencies, and provisions that provide greater flexibility to the residents of the Columbia Falls Planning Jurisdiction. None of the proposed changes are site specific which would impact congestion. Amendments to height and signage will not impact the density of development. The Clustering provisions use the base density of the existing zoning district with some small incentives to establish larger open space areas and/or the protection of environmental sensitive areas.

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

The proposed text amendments do not increase the risk of fire, panic or other dangers.

**4. Will the requested change promote the health and general welfare?**

The proposed zone text amendments continue to promote the health and general welfare of the community.

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

The proposed text amendments do not change the setback requirements of the Columbia Falls Zoning Code. The change to the CR-1, 2 and 3 height standards is only intended to match what is allowed in all other residential and suburban

agricultural zones. The increase in height of detached accessory structures attempts to accommodate taller vehicles now on the market and also provide for some storage in the attic space of accessory structures.

**6. Will the requested zone prevent the overcrowding of land?**

None of the proposed text amendments impact the density provisions of the Columbia Falls Zoning Code. The proposed clustering provision does allow for smaller lots than the minimum lot size of the zoning regulation provided that the overall density is considered and 50% of the development is preserved in open space or agricultural lands. However, the cluster provision should not overcrowd the land and a land owner that may use the proposed cluster provision is required to go through the subdivision process which provides for review by the Planning Board and/or the City Council.

**7. Will the requested zone avoid undue concentration of people?**

The only proposed text amendments that vary land use provisions, is in the clustering option. The clustering provision may allow different types of residential use such as attached dwellings. However, the cluster provision still uses the density provisions of the underlying zoning for the ultimate unit count. The text amendments to the sign and height will not alter the concentration of people.

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

The proposed text amendments do not change the provisions for transportation, water, sewerage, schools, parks, or other public requirements.

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

The proposed text amendments for signs and building height have very little impact on the suitability of property because none are site specific. Only the cluster provisions have the potential to change land use and these provisions require subdivision review which looks at the site specifics and the suitability for the given project.

**10. Does the requested zone give reasonable consideration to the character of the district and is the consideration weighted equally for both historical uses and established use patterns, and recent change-in-use trends without giving consideration one to the exclusion of the other?**

As stated previously, the proposed text amendments are not site specific and generally reflect the overall performance of the Zoning Code. Although the cluster provision allows for smaller lots or attached units, the proposed provision uses the density provisions as a basis for the maximum number of units. The proposed clustering provision requires that a minimum of 50% of the subject property be retained in a permanent open space or agricultural holding. In a rural setting, the open space may be beneficial to the character of the district in which it is proposed.

**11. Will the new zoning affect property values and does it have a view of conserving the value of buildings.**

None of the proposed text amendments are significant enough to impact property values and none address a single property or proposed use.

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

The Text Amendment focuses on legal inconsistencies and zoning inconsistencies and acknowledges new trends in land use that are occurring in the Columbia Falls jurisdictions. Only the cluster provisions have the potential to change land use and these provisions require subdivision review which looks at the site specifics and the appropriateness for the given project.

**SUMMARY**

The request is to amend the text various sections of the Columbia Falls Zoning Code (Chapter 18 of the Columbia Falls Municipal Code). The Text Amendment include addressing sign regulation consistencies with recent court cases, consistent height requirement, expanding height for detached accessory structures, creating an option for clustering subdivisions using densities rather than minimum lots sizes in the Suburban Agricultural zones. None of the proposed text amendments are site specific and none of the amendments negatively impact the review criteria.

## **RECOMMENDATION**

Staff recommends that the Columbia Falls City – County Planning Board adopt Columbia Falls Planning Office Staff Report #CZTA-15-02 as findings of fact and recommend approval of the requested Zoning Text Amendments. The amendments are indicated by strike-out and underline.

### **Chapter 18.322 CR-1 ONE-FAMILY LIMITED RESIDENTIAL**

#### **18.322.040 Bulk and dimensional requirements.**

The bulk and dimensional requirements for the CR-1 district are as follows:

- H. Minimum lot area: one (1) acre;
  - I. Minimum lot width: one hundred fifty (150) feet;
  - J. Minimum yard requirements:
    - 1. Front: thirty (30) feet;
    - 2. Side: twenty (20) feet each;
    - 3. Side corner: thirty (30) feet;
    - 4. Rear: twenty (20) feet;
  - K. Maximum height: ~~thirty (30)~~ thirty-five (35); licensed amateur radio operators antennae-seventy-five (75) feet;
  - L. Permitted lot coverage: thirty (30) percent;
  - M. Maximum fence height:
    - 1. Front: three (3) feet;
    - 2. Side: six (6) feet;
    - 3. Rear: six (6) feet;
  - N. Off-street parking: See Chapters Parking and Loading 18.500.  
(Ord. 523 § 1(part), 1989)

### **Chapter 18.324 CR-2 ONE-FAMILY LIMITED RESIDENTIAL**

#### **18.324.040 Bulk and dimensional requirements.**

The bulk and dimensional requirements of the CR-2 district are as follows:

- A. Minimum lot area: twenty thousand (20,000) square feet;
- B. Minimum lot width: one hundred (100) feet;
- C. Minimum yard requirements:
- D. Front: twenty-five (25) feet;
- E. Side: fifteen (15) feet each;
- F. Side corner: fifteen (15) feet;
- G. Rear: twenty (20) feet;
- H. Maximum height: ~~thirty (30)~~ thirty-five (35) feet; licensed amateur radio operators antennae-seventy-five (75) feet;
- I. Permitted lot coverage: thirty (30) percent;
- J. Maximum fence height:
- K. Front: three (3) feet;
- L. Side: six (6) feet;
- M. Rear: six (6) feet;
- N. Off-street parking: See Chapters Parking and Loading 18.500.  
(Ord. 523 § 1(part), 1989; Ord. No. 716, exhibit A, 4-5-2010)

## **Chapter 18.326 CR-3 ONE FAMILY RESIDENTIAL**

### **18.326.040 Bulk and dimensional requirements.**

The bulk and dimensional requirements for the CR-3 district are as follows:

- A. Minimum lot area: nine thousand six hundred square feet;
- B. Minimum lot width: eighty feet;
- C. Minimum yard requirements:
  - 1. Front: twenty-five feet,
  - 2. Side: five feet each,
  - 3. Side corner: fifteen feet,
  - 4. Rear: twenty feet;
- D. Maximum height: ~~thirty (30)~~ thirty-five (35) feet; licensed amateur radio operators antennae-seventy-five feet;
- E. Permitted lot coverage: thirty percent;
- F. Maximum fence height:
  - 1. Front: three feet,
  - 2. Side: six feet,
  - 3. Rear: six feet;
- G. Off-street parking: See Chapters Parking and Loading 18.500 (Ord. 687 § 2(part), 2007)

## **Chapter 18.410 ACCESSORY USES**

### **18.410.030 Accessory Use Restrictions.**

The following is a list of restrictions on accessory uses and structures:

- A. In CR zones, there shall be no storage or overnight parking of trucks, buses, or other vehicles with a manufacturers rating of more than two tons;
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  - C. Accessory buildings in a commercial or industrial district shall comply to the setback requirements for principal buildings when located adjacent to a residential use or district.
  - D. On corner lots, accessory structures and uses shall conform to the setback requirements on both street frontages.
  - E. Accessory buildings shall not cover more than twenty-five percent of any rear yard in CR zones.
  - F. When a garage or carport is entered from an alley, it shall not be located closer than ten feet from the alley right-of-way line.
  - G. Accessory buildings shall not exceed a height of ~~fifteen feet~~ twenty two feet in CR zones or the maximum height permitted for a principal building in other zones.
  - H. Attached accessory buildings shall be located pursuant to the requirements for principal buildings.
  - I. No accessory structure or use shall be constructed or established on any lot prior to the time of the substantial completion of the construction of the principal structure to which it is an accessory.
- (Ord. 615 § 2(part), 1999; Ord. 601 § 7, 1997; Ord. 544 § 3, 1991; Ord. No. 716, exhibit A, 4-5-2010)

(NOTE: Cluster Development and Sign Text continued on the attached documents).

1

2 **18.349 CLUSTER UNIT DEVELOPMENT**

3 **18.349.010 Definition.**

4

5 "Cluster development" means a subdivision with lots clustered in a group of lots that  
6 is designed to concentrate building sites on smaller lots in order to reduce capital and  
7 maintenance costs for infrastructure through the use of concentrated public services and  
8 utilities and/or creating a large open space tract that preserves agricultural lands or  
9 sensitive areas important to wildlife and wildlife habitat,.

10 "Cluster Area" means the total area of the development less the combined area of  
11 dedicated public right-of-way and area set aside as open space.

12 **18.349.020 Permitted uses in a residential cluster development**

13 Cluster unit development may overlay suburban and urban residential zones.

14 Cluster unit developments shall be subject to the following:

15 A. Minimum area of the development:

16 1. Within districts zoned SAG-20, SAG-10 or SAG-5, the minimum lot size  
17 permitted in the respective district based on the proposed density.

18 2. Within other districts zoned residential, the minimum area is 5 gross acres.

19 B. Types of buildings and uses: Any uses that are permitted in the underlying district for  
20 which the planned unit development is proposed. In addition the following uses may  
21 be permitted:

22 1. In residential zones, other than SAG zones, multiple units may be placed in a  
23 single building, except the number of multi-family units within one building may  
24 not exceed ten (10) units and the total number of multifamily units within the  
25 cluster development does not exceed thirty percent (30%) of the total of all units;

26 2. Within districts zoned SAG grazing and farming is permitted.

27 **18.349.030 Bulk and dimensional requirements**

28 A. The overall density of the cluster development shall not exceed the density allowed in  
29 the underlying district, except as follows:

- 30 1. The density may be increased by 1.2 (one and two tenths) units for each one unit  
31 of qualifying affordable housing that is either provided within the development or  
32 an approved contribution to a qualified affordable housing project elsewhere  
33 within the jurisdiction; such density increase not to exceed ten percent (10%) of  
34 the allowed density.
- 35 2. The density may be increased by an additional amount, not to exceed fifteen  
36 percent (15%) of the allowed density, where all of the open space is enrolled in an  
37 approved conservation easement held by the local government with jurisdiction,  
38 and the general public is provided reasonable access.
- 39 3. The base density in districts zoned SAG may be a ratio of 1.5:1 (one and one half  
40 to one) and may be increased in accordance with 1 and 2. (Note: Flathead County  
41 makes this density bonus much simpler. The County states the density is 150% of  
42 the base density if the applicant meets the open space requirement. Example: if  
43 the land owner has 100 acres that is zoned SAG-10, the standard subdivision  
44 would allow ten lots. If the Land owner uses the cluster provision and sets the  
45 minimum 50% open space aside, the land owner gets the bonus and can create 15  
46 smaller lots. I include a copy of the County Clustering provisions in the packet  
47 for your review.)
- 48 B. A cluster development may have more than one cluster area but no cluster area shall  
49 have more than fifty percent (50%) of the total cluster development lots, nor fewer  
50 than five (5) lots.
- 51 C. The minimum size of a lot of record within a cluster development shall be not less  
52 than the cluster area divided by the total number of units permitted but not less than  
53 the minimum area that may be served by approved potable water and sanitary sewer  
54 system, nor less than 3,000 square feet. The size of a subplot for two family or  
55 multifamily dwellings may not be less than 1,500 square feet.
- 56 D. The maximum lot coverage by all buildings, building height, and parking  
57 requirements, as specified for the district, shall be applied to the cluster development  
58 as a whole and not to individual lots of record within the cluster development.
- 59 E. Building or primary uses shall not be placed closer than five (5) feet of any side lot  
60 property line.

- 61 F. Front and rear yard widths shall be either that specified for the district or reduced to  
62 not less than twenty (20) feet by the governing body as part of the subdivision review  
63 and approval process.
- 64 G. Not more than fifty percent (50%) of the cluster development site shall be devoted to  
65 lots, parking facilities, streets, buildings, and accessory buildings and right-of-way.  
66 The remaining fifty percent (50%) shall remain as open space.
- 67 H. A landscape buffer abutting the boundary of the cluster development and the cluster  
68 area(s) shall be provided where the distance between the boundary and closest point  
69 of the cluster area perimeter is less than thirty (30) feet:
- 70 1. The buffer shall be a width that conforms to the minimum front yard setback  
71 requirements for the underlying district.
- 72 2. Such required buffer shall not be used as parking nor storage.
- 73 3. Perpetual maintenance of the buffer shall be in accordance with prescriptions in  
74 this chapter for homeowner's common areas.

75 **18.349.030 Creation and Maintenance of Required Open Space**

- 76 A. At least fifty percent (50%) of the total gross area of the cluster development site  
77 shall be set aside as open space.
- 78 B. The open space must be enrolled in an irrevocable conservation easement or protected  
79 by a Deed Restriction that prohibits further subdivision of the open space unless lifted  
80 by the City Council.
- 81 C. Maintenance of the open space shall be secured in the following manner:
- 82 1. Adequate provisions shall be made for the perpetual maintenance of all open  
83 space areas by the inclusion of covenants running with the land in the deeds or  
84 other instruments of conveyance, delineating such open areas. The covenant shall  
85 require one of the following options:
- 86 a. Obligating purchasers to participate in a homeowners association and to  
87 support maintenance of the open space areas by paying to the association  
88 assessments sufficient for such maintenance and subjecting their properties to a  
89 lien for enforcement of payments of the respective assessments;  
90 Empowering the governing body as well as purchasers in the development to  
91 enforce the covenants in the event of failure of compliance; and

92 Providing for an agreement that if the governing body is required to perform any  
93 maintenance work prescribed herein above, said purchasers would pay the cost  
94 thereof and the same shall be a lien upon their properties until said cost has been  
95 paid.

96 Assurance that such covenants will be included in the deeds or other instruments  
97 of conveyance shall be evidenced by the recording in the County Clerk and  
98 Recorder's Office of Flathead County, Montana, of a declaration providing for  
99 perpetual maintenance of the open space areas, as prescribed above and  
100 identifying the tract and each lot therein. The declaration shall be included in the  
101 deed or other instrument of conveyance of each lot of record and shall be made  
102 binding on all purchasers, provided that such declaration may, as to subsequent  
103 conveyance other than the initial conveyance of each lot of record, be  
104 incorporated by reference in the instrument of conveyance.

105 b. The deed restriction provides for the land owner or developer to retain the  
106 open space parcel and maintain the property in agricultural use or managed open  
107 space.

108 D. All portions of the open space shall be uninterrupted, except for minor and minimal  
109 intrusion of right-of-way corridors. Cluster areas should be located in areas that  
110 require minimal disturbance to the open space.

111 E. During construction of streets, utility lines or lots, the work and any surface  
112 disturbance shall be confined to areas outside the open space area.

113 F. Open space must include sensitive areas within the cluster development site  
114 including: areas of high ground water that seasonally surfaces; wetland; floodplain;  
115 areas within ~~fifty (50)~~ one hundred (100) feet of high water of a stream (other than  
116 ephemeral streams), river, or surface water body; slopes that are steeper than 25% if  
117 the elevation difference from top to toe of slope is greater than thirty (30) vertical  
118 feet; forested areas bearing healthy trees; and other sensitive areas that provide  
119 wildlife habitat.

120 **18.349.060 Exemption or Waiver of Specific Regulations**

121

- 122 A. Cluster development is exempt from park land dedication provisions by establishment  
123 of the open space lot.
- 124 B. Required right-of-way widths may be reduced to forty (40) feet and street developed  
125 width to twenty two (22) feet. The requirement for providing curbs and sidewalks  
126 may be waived. Such reduction and waiver are applicable to a cluster area that  
127 conforms to the following:
- 128 1. An approved walk path is provided on one side of the street separated from the  
129 street by a minimum five (5) foot wide landscape buffer.
- 130 2. Residential lots need not abut a street provided that a common front court yard is  
131 provided and off-street parking provided in an adjacent area. The court yard must  
132 meet the following prescription:
- 133 a. the court shall be not less than forty (40) feet wide,  
134 b. the furthest front yard property line shall be not more than one hundred twenty  
135 (120) feet from the nearest front street access,  
136 c. the court front street entrance shall be not more than one hundred (100) feet  
137 from the nearest fire hydrant,  
138 d. only primary use building shall front the common court; and  
139 e. primary use building shall not exceed a total count of ten (10) buildings.

140 **18.349.070 Application procedure.**

141 The application subdivision shall be executed by the individual(s) whose successors  
142 and assignees shall be responsible for carrying out the requirements and obligations of  
143 the cluster subdivision.

- 144 A. Submit complete subdivision application, application fee and site plan; size and  
145 quantity of site plan copies as specified in the application.
- 146 B. The separate site plan(s) including the following shall accompany the preliminary  
147 plat:
- 148 1. Total acreage, present zoning classification and zoning classification of all  
149 adjoining districts;
- 150 2. Density in dwelling units per gross acre;

- 151 3. Location, size, height and number of stories, use or uses to be contained in each  
152 existing or proposed structure;
- 153 4. Location, width, surfacing and layout of all streets, parking areas and pedestrian  
154 walks;
- 155 5. Location and number of proposed parking spaces;
- 156 6. Location and height of all fences, walls and screen plantings;
- 157 7. Location of all common spaces and facilities; and
- 158 8. Proposed landscaping.

159 C. The applicant shall furnish:

- 160 1. The proposed time schedule for the completion of the development or the phasing  
161 thereof;
- 162 2. A copy of all proposed covenants, restrictions and easements;
- 163 3. A copy of the proposed articles of incorporation and by-laws of any corporation  
164 and/or homeowners associations to be formed; and
- 165 4. Any other information that the zoning commission or the city council may deem  
166 necessary.

167 D. The preliminary plat shall be prepared in accordance to requirements of the  
168 subdivision regulations and shall include space for certification of approval by the  
169 city council.

170 **18.349.080 Approval of the planned unit development.**

171 The city council shall approve a cluster development with the preliminary plat by  
172 resolution which shall incorporate by reference all documents included in the site plan  
173 and the recommendation of the planning board. The final plat shall be submitted and

174 approved by the city council and recorded in the County Courthouse. The face of the  
175 final plat shall bear the following language:

176 Uses and development within this plat shall be in conformance with the  
177 Cluster Development plan approved by the City of Columbia Falls by  
178 Resolution # \_\_\_\_\_ enacted \_\_\_\_\_, 201\_\_.

179 I, \_\_\_\_\_, Owner of the  
180 property set forth herein, do hereby agree that I will develop the property  
181 in accordance with the approved Cluster Development Plan.

182 **18.349.090 Prior to construction**

183 A. Prior to the construction of public infrastructure the developer shall submit  
184 verification that the service provider has reviewed and approved the construction  
185 plan.

186 B. Prior to the issuance of a building permit (if such a permit is required) the developer  
187 shall submit verification that the building(s) are in compliance with the approved  
188 Cluster Development Plan.

- F. A note shall be placed on the plat stating that if two flag lots are created on adjoining parcels, shared access shall be required when possible. Common access shall be created for both parcels by relocating existing driveway, if necessary.
- G. Property owners within 150 feet shall be notified in the event of the creation of a flag lot concurrent with the minor subdivision process.

**SECTION 5.09**

**RESIDENTIAL CLUSTERING IN AG AND SAG DISTRICTS**

(See Section 4.05 for Cluster Housing Development in Residential Districts)

The purpose of this regulation is to allow single-family dwellings to be clustered in areas of non-prime agricultural soils in a manner that prime agricultural land, timberland, or unique natural amenities will be preserved. Clustering of residential dwellings in agricultural zoning districts may be permitted whenever a parcel of land is determined to be eligible based on the criteria set forth in this Section.

5.09.010

Procedure

The procedure to establish a cluster development shall be the review and approval of the land division as a subdivision by the Flathead County Commissioners, subject to Flathead County Subdivision Regulations. Resubdivision of a cluster development must be reviewed and approved by the Flathead County Commissioners.

5.09.020

General Provisions

1. Residential clustering may be permitted in the following zoning districts: AG-80, AG-40, AG-20, SAG-10, and SAG-5.
2. Single-family dwellings may be either attached or detached. If attached, no more than 4 dwellings may occupy a single structure and each separate dwelling must be conveyable as a townhouse unit. All dwellings must be built on-site or a Class A manufactured home, and be situated upon permanent foundations.
3. Density and open space requirements:
  - A. Lots within the cluster subdivision may not exceed a net average of two (2) acres.
  - B. Maximum cluster site density: 15 dwellings per acre
  - C. Maximum residential density of parent tract:
 

150% of allowable density in zoning district
  - D. Minimum proportion of parent tract in open space:
 

AG-80	80%
AG-40	80%
AG-20	80%
SAG-10	70%
SAG-5	60%

4. A “cluster site” shall mean a designated location within a “parent” tract of land that has sufficient size to allow for the density and open space requirements within the specific zoning district.
5. A “parent” tract shall mean a single tract of record that is used for calculating a cluster density allowance.  
Note: Multiple tracts of land under single ownership must be aggregated with a boundary line adjustment (BLA) if a combination of multiple tracts are intended to qualify as a “parent” tract.
6. Density allowance shall be based on the size of the parent tract.

Density bonus allowance is 150% of standard number of dwelling units (du).  
Note: This chart is based on a parent tract of 100 acres.

District	Permitted	Cluster	Open Space	Dev. Ac.	Avg Lot
AG-80	1 du	1 du	80%	20 ac.	2.0 ac.
AG-40	2 du	3 du	80%	20 ac.	2.0 ac.
AG-20	5 du	7 du	80%	20 ac.	2.0 ac.
SAG-10	10 du	15 du	70%	30 ac.	2.0 ac.
SAG-5	20 du	30 du	60%	40 ac.	1.3 ac.

7. The differences in area between the (net) residential lot sizes of a cluster site and the total (gross) area of the “parent” tract used in the density allowance calculation must be retained in some form of open space until such time as the planning and zoning documents for the area are amended to facilitate appropriate additional development.
8. A covenant shall be recorded with the filing of any plat that establishes a cluster site. The covenant shall restrict the use of the required open space in a manner that includes the following:
  - A. Prohibition of any further divisions of land or change in use of the property until such time as the planning and zoning documents for the area are amended to facilitate appropriate additional development/uses. This will not preclude phased cluster projects up to the allowed density.
  - B. Description of the intended use, management, and ownership of the open space.

5.09.030

Performance Standards

Each cluster site shall adhere to the following performance standards:

The cluster sites

1. Shall be able to obtain safe and convenient access to a public or private road but individual lot access onto a highway or road is not allowed;
2. Shall be located off of prime agricultural land (SCS soil classification I-IV) to the greatest extent possible when determining a location for the cluster development or, if located within a forested area, not be within an area that is

rated as “very high” or “extreme” fire risk by the Montana Department of Natural Resources after subdivision improvements;

3. Shall have suitable soils for on-site treatment of sewage;
4. Shall not be situated or otherwise associated with any environmentally sensitive area, hazard area, or wildlife habitat of local significance or habitat for endangered or threatened species, big game winter range, waterfowl nesting areas, or other significant wildlife habitat as determined by the Montana Department of Fish, Wildlife and Parks;
5. Should be situated near the perimeter boundary of the “parent” tract of land in order to maximize the extent of uninterrupted open space;
6. Shall not interfere or otherwise conflict with adjoining farming activities;
7. Shall establish minimum setbacks for all structures of 100 feet from the boundary of a highway right-of-way and otherwise conform to the minimum setbacks of the district;
8. Shall not be located in:
  - A. a 100-year floodplain (floodway and flood fringe) as determined by the Federal Emergency Management Agency (FEMA);
  - B. areas on sloped banks or within 50 horizontal feet of high water of water bodies or streams;
  - C. wetlands as determined by the U.S. Army Corps of Engineers;
  - D. steep areas in excess of 30% slope or other areas subject to excessive geological hazards; or
  - E. areas where development will be detrimental to significant natural, historic, or cultural resources.

5.09.040 Open Space Requirements

The location and size of the area designated as open space shall be shown on the final plat of the subdivision. A single-family dwelling on open-space area 20-acres or larger, and utilities are permitted.

**SECTION 5.10 RETAINING WALLS**

Retaining walls over thirty-six (36) inches in height above the original grade shall meet the setback requirements and height limitations for accessory structures. The height shall be measured as the total height of the retaining wall or combination of tiered retaining walls within the setback area.

**SECTION 5.11 SIGNS**

5.11.010 Signs permitted in all districts (exempt signs):

1. Signs advertising the sale, lease, or rental of the premises upon which the sign is located, and not exceeding thirty-two (32) square feet in area.

## **Signs:**

### **CHAPTER 18.438 SIGNS**

#### **18.438.010 – Signs - Purpose**

The purpose of these standards is to prescribe standards for the location, design, color, illumination, height and size of all types of signs within the City of Columbia Falls in order to protect the unique natural beauty and small town character of the City, our primary assets. This article also intends to promote the following.

- A. To ensure that signs preserve and protect the public health, safety, and welfare by not allowing signs that constitute a traffic or pedestrian safety hazard, or obstruct public ways; or create a nuisance.
- B. To protect and enhance the community's image while allowing local businesses to communicate with potential customers in a reasonable manner.
- C. To encourage the innovative use of design that is creative and distinctive, compatible with its surroundings, is an integral component of the style and character of the building to which it relates, is appropriate to the activity to which it pertains and is appropriately sized for its context.
- D. To maintain and enhance the aesthetic environment while promoting creativity and the City's ability to attract sources of economic development and growth.
- E. To promote both renovation and proper maintenance.
- F. To encourage the construction of signs of natural materials which are compatible with the historic, cultural and natural surroundings.
- G. To promote clear views of the natural surroundings by minimizing visual clutter and reducing the competition for airspace.
- H. To eliminate distracting lighting, excessive glare and light pollution by reasonably limiting the illumination of signs and buildings to subdued, adequately shielded or concealed light sources.
- I. To enable the fair and consistent enforcement of these sign regulations. (Ord. 689 § 2(part), 2007; Ord. No. 716, exhibit A, 4-5-2010)

#### **18.438.015 Scope**

This chapter shall not regulate official traffic or government signs; the copy and message of signs, signs not intended to be viewed from public right-of-way; product dispensers and point of purchase displays; scoreboards on athletic fields; flags of any nation, government or noncommercial organization; gravestones; religious symbols; commemorative plaques; decorative holiday displays; traditional barber poles; the display of street numbers; or display or construction not defined herein as a sign.

#### **18.438.020 Signs permitted in all districts without a permit.**

- A. The following temporary signs are allowed in all zoning districts and do not require a permit:

1. Signs advertising the sale, lease, or rental of the premises upon which the sign is located, and not exceeding twelve (12) square feet in area, except in all residential districts where the area of the sign shall not be more than six (6) square feet.
  2. Legal notices, identification, information, or directional signs erected or required by governmental bodies.
  3. Political signs, each not exceeding twelve (12) square feet, ~~not erected more than thirty (30) days prior to, and removed not more than one week after, the election or event to which the sign pertains.~~
  4. One sign per ~~street frontage~~ contractor of a building which is under construction, provided the advertising display area of such a sign shall not exceed sixteen (16) square feet in residential districts or twenty (20) square feet in other districts.
  5. ~~Temporary~~ Signs associated with garage or yard sales, non-profit community events, or similar activities are allowed as long as they meet the following requirements: (1) Such signs may be posted or displayed for no more than five (5) days; (2) All such signs must be dated with the date of posting; (3) All such signs must be removed within forty-eight (48) hours after the sale or other activity in question. (Ord 689 § 2(part), 2007; Ord 593 § 1, 1996; Ord 523 § § 1, 3(part), 1989)
- B. Directional Signs.
1. Signs directing and guiding traffic and parking on private property, but bearing no advertising matter, and not exceeding twelve (12) square feet in area, except in all residential districts where the area of the sign shall not be more than six (6) square feet.
  2. Way Signs erected by a Governmental Agency or in Cooperation with a Governmental Agency.
  3. "Entry" or "Welcome To" Signage installed by a Governmental Agency or in Cooperation with a Governmental Agency.
- C. Identification Signs: Signs bearing only property numbers, post box numbers, names of occupants of premises, or other identification of premises ~~not having commercial connotations~~, and not exceeding twelve (12) square feet in area, except in all residential districts where the area of the sign shall not be more than six (6) square feet.
- D. Architectural Elements: Integral decorative or architectural features of buildings, except letters, trademarks, moving parts, or moving lights.
- E. Bulletin Boards: Bulletin boards for churches, schools, or other public, religious, or educational institution provided such sign is located not less than ten (10) feet from the established right-of-way line of any street or highway and does not obstruct traffic visibility at street or highway intersections. Such signs shall not exceed forty square feet in area; if free standing, each side may not exceed forty square feet in area. Electronic Changeable Copy sign or internal lighting is permitted provided<sup>i</sup> it complies with 18.438.040 C. and is not intrusive on adjacent property.
- F. ~~Flags and insignias of any government except when displayed in connection with commercial promotion.~~

### **18.438.030 Signs Prohibited in All Districts**

- A. Revolving Signs. No revolving signs shall be permitted.
- B. Billboards. No billboards shall be permitted.
- C. Abandoned signs or any sign which identifies or advertises an activity, business, product, service or special event which is no longer produced, conducted, performed or sold on the premises where the sign is located. A sign is considered abandoned if it meets this definition for a period of six (6) months or longer. If a new business occupies a structure or site, the period for removing the abandoned sign is thirty (30) days.
- D. Rotating, flashing or blinking signs, strobe lights and searchlights except electronic message signs as provided elsewhere in these regulations.
- E. Signs that have been unlawfully or illegally erected and/or maintained.
- F. Permanent display of banners, pennants, festoons, balloons, tethered objects, strings of flags, streamers, inflated objects or any device intended as an attractant that is affected by the movement of the air.
- G. Roof signs higher than the apex of the roof. ~~Religious symbols may extend up to thirty five (35) feet. Religious symbols may extend above thirty five (35) feet with a conditional use permit. Existing religious symbols are exempt from these provisions.~~
- H. Signs imitating or resembling official traffic or government signs or signals.
- I. Advertising matter or sign painted, mounted or attached on a vehicle, trailer or boat, outdoor storage containers and/or waste receptacles or their enclosures which are stored, parked or displayed in a conspicuous manner intended to attract the attention for advertising purposes.
- J. Any sign with exposed incandescent, metal halide or fluorescent light bulbs.
- K. Any sign which emits audible sound, odor, smoke, steam, laser or hologram lights or other visible matter, including any device that employs any stereopticon, motion picture or audio projection.
- L. Any sign placed in any public right of way except for signs erected by the city, county, state or other authorized government agency; or as authorized by the city council issuance of a right of way encroachment permit.
- M. In no event may an illuminated sign be placed or directed to cause glare or reflection that constitutes a nuisance in residential areas or a traffic hazard.

(Ord 689 § 2(part), 2007)

### **18.438.040 On-site signs requiring a permit.**

All on-site signs permitted as accessory uses in business and industrial districts require a permit and are subject to the following regulations:

- A. PROJECTION:
  - 1. Projection of wall signs shall not exceed five (5) feet measured from the face of the building.
  - 2. No wall sign may project above the highest point of roof structure of the building to which it is attached.

B. SETBACK:

1. No on-site, freestanding sign may be set nearer to the lot line adjacent to a street than the required minimum setback for the principal uses permitted in the district.
2. No freestanding sign may be erected or placed closer than fifty (50) feet from a side or rear lot line abutting a residential district.

C. ELECTRIC CHANGEABLE COPY SIGNS:

1. Such signs are allowed not to exceed twenty (20) square feet per face.
2. Such lighting shall be limited to bulbs up to eleven (11) watts and equivalent neon lighting. In no event may an illuminated sign be placed or directed to cause glare or reflection that constitutes a nuisance in residential areas or a traffic hazard.
3. All wiring, fittings, and materials used in the construction, connection, and operation of illuminated signs shall be in accordance with the state electrical code. Electronic changeable copy signs shall not be permitted in the CB-4 Districts.

D. HEIGHT:

1. No freestanding sign shall exceed twenty (20) feet in height.
2. In the CB-4 District no sign shall exceed ten (10) feet in height.

E. NUMBER OF SIGNS PERMITTED:

1. In business and industrial districts, one (1) freestanding sign per frontage, provided such sign meets all other requirements of this title.
2. Multiple freestanding signs on a lot shall have a minimum spacing of fifty (50) feet.
3. In addition, up to three (3) wall signs per building frontage may be installed provided the total area does not exceed the allowable area.
4. Where there are multiple businesses, each business shall be allowed one (1) wall sign provided the total allowable area does not exceed the other requirements in this title.

F. PERMITTED SURFACE AREA:

1. Freestanding Signs:
  - a. The total surface area of all freestanding signs on a property is limited to one hundred (100) square feet per side plus ten (10) square feet for each additional tenant in multi-tenant buildings or one (1) square feet for each five (5) feet of building frontage over one hundred (100) feet. In no case shall a single face of a freestanding sign exceed one hundred and fifty (150) square feet and in no case shall the total surface area exceed three hundred (300) square feet.
  - b. Each face of the sign is counted in the total surface area for freestanding signs.
  - c. Freestanding signs in the CB-4 District are limited to fifty (50) square feet on any one side.
2. Wall signs:

- a. Wall signs in the CB-2 District shall be permitted to cover twenty-five (25) percent of the exposed facade of the building on which they are mounted.
  - b. Wall signs in the CB-4 District are permitted to cover fifty (50) square feet.
  - c. Wall signs in the CB-4 District are permitted to cover fifty (50) square feet plus one (1) square foot for each one (1) foot of lineal building frontage in excess of fifty (50) feet.
- G. PROJECTING SIGNS:
- 1. The sign shall be erected at right angles to the building face and be at least nine (9) feet above grade and shall not extend over any vehicular right-of-way.
  - 2. The maximum area per sign face shall not exceed twenty (20) square feet plus one (1) square foot for every one (1) linear foot of building frontage.
- H. MEASUREMENT OF SIGN AREA: Sign area for the purpose of measuring total square footage shall be measured as a total of all sign faces including multifaced signs.
- 1. Sign Copy With Background: Sign copy mounted, affixed or painted on a background panel or area distinctively painted, textured or constructed as a background for the sign copy, is measured as that area contained within the sum of the smallest rectangle(s) that will enclose both the sign copy and the distinctive background panel or area.
  - 2. Individual Letters: Sign copy mounted as individual letters or graphics against a wall, fascia, mansard or parapet of a building or surface of another structure, that has not been painted, textured or otherwise altered to provide a distinctive background for a sign copy, is measured as a sum of the smallest rectangle(s) that will enclose each word and each graphic in the total sign.
  - 3. Area Calculation: Sign area for the purpose of measuring total square footage shall be measured as a total of all sign faces including multi-faced signs
- (Ord 689 § 2(part), 2007; Ord. 615 § 2(part), 1999; Ord. 523 §§ 1, 3(part), 1989)

**18.438.080 Permitted signs in zoning districts.**

- A. Permitted signs in zones CSAG-20, CSAG-10 and CSAG-5 shall be as follows:
  - 1. Exempt signs listed herein;
  - 2. One freestanding sign plus one wall sign for each place of business;
  - 3. One off-site sign when otherwise permitted and when located in same zoning district as business.
  
- B. Permitted signs in zones CR-1, CR-2, CR-3, CR-4, and CR-5 shall be as follows:
  - 1. Exempt signs listed herein;
  - 2. One sign not exceeding six (6) square feet in area, in connection with a nonresidential permitted or conditionally permitted use;
  - 3. No sign shall exceed five (5) feet above ground elevation.

- C. Permitted signs in zones CRA-1, CB-1, CB-5 shall be as follows:
1. Exempted signs listed herein;
  2. One freestanding sign per developed multi-family or business lot provided the subject matter of such sign shall be limited to the name of the primary business and the business tenants of the building, as appropriate;
  3. One wall sign;
  4. Freestanding signs shall not exceed six (6) feet in height; and
  5. The sign area shall not exceed sixteen (16) square feet per face.
- D. Permitted signs in zones CB-2, CI-1, and CI-2 shall be as follows:
1. Exempt signs listed herein;
  2. Freestanding signs;
  3. Wall signs;
  4. Projecting signs;
  5. Freestanding multiple business signs;
  6. Electronic Changeable Copy;
  7. Off-site sign; and
  8. Affiliation sign not exceeding four (4) square feet.
- E. Permitted signs in zones CB-4 (Central Business)
1. A maximum of two (2) signs of any combination for the following signs shall be allowed; One (1) wall sign, one window sign, one (1) projecting sign, one (1) awning sign, one (1) freestanding sign.
  2. Awning – In the CB-4 District, the sign area of the awning shall equal no more than fifty (50) square feet
  3. In addition to the chosen combination of signs a business may hang an "under canopy sign." Under canopy signs shall be constructed of rigid material, and shall not project more than twelve (12) inches below the canopy and shall not be less than seven and one-half (7-1/2) feet above the sidewalk or grade line. The under canopy sign shall not exceed ten (10) square feet in area of each face, and shall not have more than two (2) signage surfaces.
  4. Freestanding signs are allowed only if the building has a twenty (20) feet setback.
  5. One "menu" or "A-frame" sign is allowed per developed site that does not exceed six (6) square feet per side but not more than two (2) feet wide; and businesses must maintain a minimum of forty-four (44) inches of clearance around any sign located in the public sidewalk to meet ADA requirements.
  6. Wall Signs – Signs shall have finished or framed edges.
  7. Materials – Signs may be constructed of, but not limited to painted, stained or carved wood; brick or stone; glass; high density urethane foam; gold leaf and silver leaf; metal which is painted, rusted or anodized, rust resistant, or otherwise treated to prevent reflective glare.

8. Prohibited materials include: plexiglass, polymers, plastics, acrylic, lexan and flex face, with the exception of those used for letters.
  9. Bright and glossy or fluorescent colors and reflective surfaces are prohibited.
  10. Because night light pollution is a growing problem, reduction or turning off sign lighting during non-operating hours is encouraged.
- F. Permitted signs in the zone of CPUD shall be as follows:
1. Exempt signs listed herein, and
  2. As otherwise permitted in CB-4, CB-5 or CR zones.
- (Ord. 555 § 3(part), 1992; Ord. 523 §§ 1, 3(part), 1989)
-

## Susan Nicosia

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**From:** Bill Dakin <billdakin@viewmontana.com>  
**Sent:** Friday, November 20, 2015 2:41 PM  
**To:** 'Eric H. Mulcahy'  
**Cc:** Susan Nicosia  
**Subject:** RE: signs and zone changes

Thanks for your thoughts Eric. Yes, I've seen the "attached garage" maneuver, and that's a good point. I don't see many architectural frills/enhancements on backyard garages in our older neighborhoods R3 and R5, most are pretty unimaginative. But these homes are not where affluence enables many embellishments, either ---not like your high-end surroundings!!!!

Many homes have double lots or 1+ lots, where taller plain buildings aren't so unpleasant. Counterpoint is that steeper roofs, if metal, can damage neighbors' fences, too.

In ancient times, there was no alley setback and now its 10ft which makes wads of sense for safety, utility work, and fire protection....but that has also been at the expense of yard size and lot coverage.

Overall I think the change does make sense, and you add more reasons for that. It's the minimal lots – the 50-footers – where garages rise above house peaks and can create canyons and shadows, where I wish they could be CU's instead of PU's.

B

---

**From:** Eric H. Mulcahy [mailto:eric@sandssurveying.com]  
**Sent:** Friday, November 20, 2015 12:00 PM  
**To:** 'Bill Dakin' <billdakin@viewmontana.com>; 'Susan Nicosia' <nicosias@cityofcolumbiafalls.com>  
**Subject:** RE: signs and zone changes

Hi Bill,

I understand your concerns as I do live in a traditional neighborhood with 50-foot wide lots. However I've given much thought to this and have walked many of the alley's in my neighborhood with the scale and utility of detached garages. 22-feet is a story and a half. What I have noticed with the detached garages that are 20 to 22 feet is they have a pleasant roof pitch as opposed to a flat roof which the 15 foot height limit encourages. The slightly taller garages have windows in the gable or dormers in the roof structure which add architectural appeal to the garages and provide the residents with some usable storage space in the attic. Secondly the 15 foot height limit basically encourages lot owners to attach the garage by a breezeway so the garages become "attached" and they can go to the 35' max. This just adds to more lot coverage and loss of back yard space in the small lot neighborhoods.

*Eric H. Mulcahy, AICP*  
Sands Surveying, Inc.  
2 Village Loop  
Kalispell, MT 59901  
Ph. (406) 755-6481  
Fax (406) 755-6488

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**From:** Bill Dakin [mailto:billdakin@viewmontana.com]  
**Sent:** Friday, November 20, 2015 10:44 AM  
**To:** 'Susan Nicosia'

**Cc:** 'Eric H. Mulcahy'

**Subject:** RE: signs and zone changes

Thanks, Susan.

Re the zoning text amendments:

My one concern would be:

The 22ft height limit for accessory buildings in all residential zones could be detrimental to adjacent properties where lots are small (mainly, our CR3 and CR5 areas).

One purpose of zoning being adequate light and air, and also to make residential neighborhoods have the ambience of places where people live, not overwhelmed by disproportionate shops and storage buildings.

Where lots are small (50x120) and homes often modest, I would be concerned that permitting detached garages that could often be larger and higher than homes could be negative. CR3 and CR5 areas have lots of crowded enclaves where I would think this rule could worsen desirability and quality of living.

A 22ft garage 5ft from the sideline in a 50ft lot neighborhood casts a nasty shadow, obstructs openness and views, affects gardens, and the enjoyability of back yards.

I suggest..... it would be wiser to have the height limit above 15ft be a CU where lots are less than 9000 sq ft.?

Regards,

Bill

---

**From:** Susan Nicosia [<mailto:nicosias@cityofcolumbiafalls.com>]

**Sent:** Tuesday, November 17, 2015 4:03 PM

**To:** 'Bill Dakin' <[billdakin@viewmontana.com](mailto:billdakin@viewmontana.com)>

**Subject:** RE: signs and zone changes

The Council hearing is set for December 7<sup>th</sup>. I am attaching the relevant documents. The sandwich-board signs in the ROW are exactly what we want to avoid – they are currently out of compliance and growing in number. I had a new business owner cancel his order for a \$275 sandwich-board when I advised him that they are not permitted.

Please let me know if you have any questions or comments.

Susan

---

**From:** Bill Dakin [<mailto:billdakin@viewmontana.com>]

**Sent:** Tuesday, November 17, 2015 1:46 PM

**To:** Susan Nicosia  
**Subject:** signs and zone changes

Susan, your remarks this morning about signage conundrums reminded me that I wanted to review the proposed zoning text amendments that are in front of the council....my main curiosity being the idea of uniformly raising the allowed height of detached garages in all residential zones. Could you send me a copy of that, please? What is its timetable for review?

The signage thing at the Nucleus intersection is difficult. The plethora of sandwich-board signs does anything BUT attract people uptown...it reminds Sarah and I of the roadside stuff approaching Moab, or on the Navajo reservation as you get near the Grand Canyon. How to let people know there's shops and services up there without having it be gaudy and uninviting, is not easy.

Thanks,

B

**Bill Dakin**  
**RE/MAX Mountain View**  
**610 Ninth St. W. Columbia Falls, Mt. 59912**  
**(406) 892-3000 (fax) 892-3202**

**Website:** [www.viewmontana.com](http://www.viewmontana.com)

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Version: 2016.0.7227 / Virus Database: 4460/11034 - Release Date: 11/20/15



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

PHONE (406) 892-4391

FAX (406) 892-4413

### NOTICE OF PUBLIC HEARING

On November 2, 2015, the City of Columbia Falls Council approved a Resolution of Intent to Annex certain wholly surrounded lands in accordance with the authority granted in Title 7, Part 45, M.C.A. Resolution 1715 includes Parcel A on Certificate of Survey No. 19988, Records of Flathead County, Montana.

The City of Columbia Falls Council will meet on Monday, December 7, 2015 at 7:00 p.m. in the Council Chambers at City Hall, 130-6<sup>th</sup> Street West, Columbia Falls, Montana. At that time, the Council will hold a public hearing on this annexation and a vote on a resolution to annex Parcel A of Certificate of Survey No. 19988.

Written comments approving or disapproving the proposed extensions of the boundary of the City from registered voters residing in the area proposed to be annexed will be accepted for a period of 20 days from the date on which this notice is first published. Persons wishing to submit comments prior to said hearing, may submit them to: City Clerk, 130-6<sup>th</sup> Street West, Columbia Falls, MT. 59912.

Documents regarding the annexation are on file in the Office of the City Clerk, City Hall, 130 Sixth Street West, Room A, Columbia Falls, MT 59912. Questions may be directed to and further information on the action to be taken by the City of Columbia Falls City Council may be obtained from City Manager Susan Nicosia at City Hall - 130-6<sup>th</sup> Street West, Columbia Falls, MT. 59912 - or by calling 892-4391.

DATED THIS 4th DAY OF NOVEMBER, 2015.

s/ Barb Staaland, City Clerk

Publish: Daily InterLake  
November 22, 2015  
November 29, 2015

No. 23130

NOTICE OF PUBLIC HEARING

On November 2, 2015, the City of Columbia Falls Council approved a Resolution of Intent to Annex certain wholly surrounded lands in accordance with the authority granted in Title 7, Part 45, M.C.A. Resolution 1715 includes Parcel A on Certificate of Survey No. 19988, Records of Flathead County, Montana.

The City of Columbia Falls Council will meet on Monday, December 7, 2015 at 7:00 p.m. in the Council Chambers at City Hall, 130-6th Street West, Columbia Falls, Montana. At that time, the Council will hold a public hearing on this annexation and a vote on a resolution to annex Parcel A of Certificate of Survey No. 19988.

Written comments approving or disapproving the proposed extensions of the boundary of the City from registered voters residing in the area proposed to be annexed will be accepted for a period of 20 days from the date on which this notice is first published. Persons wishing to submit comments prior to said hearing, may submit them to: City Clerk, 130-6th Street West, Columbia Falls, MT. 59912.

Documents regarding the annexation are on file in the Office of the City Clerk, City Hall, 130 Sixth Street West, Room A, Columbia Falls, MT 59912. Questions may be directed to and further information on the action to be taken by the City of Columbia Falls City Council may be obtained from City Manager Susan Nicosia at City Hall - 130-6th Street West, Columbia Falls, MT. 59912 - or by calling 892-4391.

DATED THIS 4th DAY OF NOVEMBER, 2015.

s/ Barb Staaland, City Clerk

Nov. 22, 29, 2015  
MNAXLP

STATE OF MONTANA

FLATHEAD COUNTY

AFFIDAVIT OF PUBLICATION

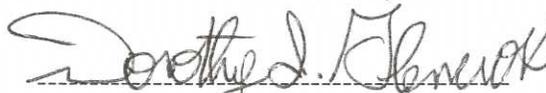
**TIARA ALKIRE** BEING DULY SWORN, DEPOSES AND SAYS: THAT SHE IS THE LEGAL CLERK OF THE **DAILY INTER LAKE A DAILY NEWSPAPER** OF GENERAL CIRCULATION, PRINTED AND PUBLISHED IN THE CITY OF **KALISPELL**, IN THE COUNTY OF **FLATHEAD**, STATE OF MONTANA, AND THAT **NO. 23130**

**LEGAL ADVERTISEMENT** WAS PRINTED AND PUBLISHED IN THE REGULAR AND ENTIRE ISSUE OF SAID PAPER, AND IN EACH AND EVERY COPY THEREOF ON THE DATES OF November 22, 29, 2015.

AND THE RATE CHARGED FOR THE ABOVE PRINTING DOES NOT EXCEED THE MINIMUM GOING RATE CHARGED TO ANY OTHER ADVERTISER FOR THE SAME PUBLICATION, SET IN THE SAME SIZE TYPE AND PUBLISHED FOR THE SAME NUMBER OF INSERTIONS.

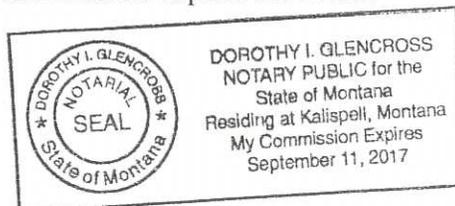
  
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Subscribed and sworn to  
Before me this December 1, 2015.

  
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Dorothy I. Glencross

Notary Public for the State of Montana  
Residing in Kalispell  
My commission expires 9/11/2017





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

PHONE (406) 892-4391

FAX (406) 892-4413

November 4, 2015

Mark E. Cahill  
PO Box 2152  
Columbia Falls, MT 59912

Dear Mark:

The enclosed legal notice will be published in the Daily Interlake giving notice that the City of Columbia Falls intends to annex Parcel A of COS 19988. This parcel, identified by Flathead County as Tract 5, E1/2 of Section 17, T30 N R20W, P.M.M, Flathead County, Montana meets the definition of wholly surrounded pursuant to state statute.

As you are aware, Tract 5 did not exist until COS 19988 and other pertinent documents were filed and recorded with the Flathead County Plat Room. When initially created, the Plat Room showed Tract 5 within the City boundaries. However, there was not an official annexation of this parcel so Flathead County Plat Room/GIS amended the City boundary map to exclude this parcel.

The City reviews wholly surrounded parcels each year to ensure annexation occurs appropriately.

This letter serves to give you notice of the intent to annex and the public hearing on December 7, 2015.

Please contact me should you have any questions regarding this matter.

Sincerely,

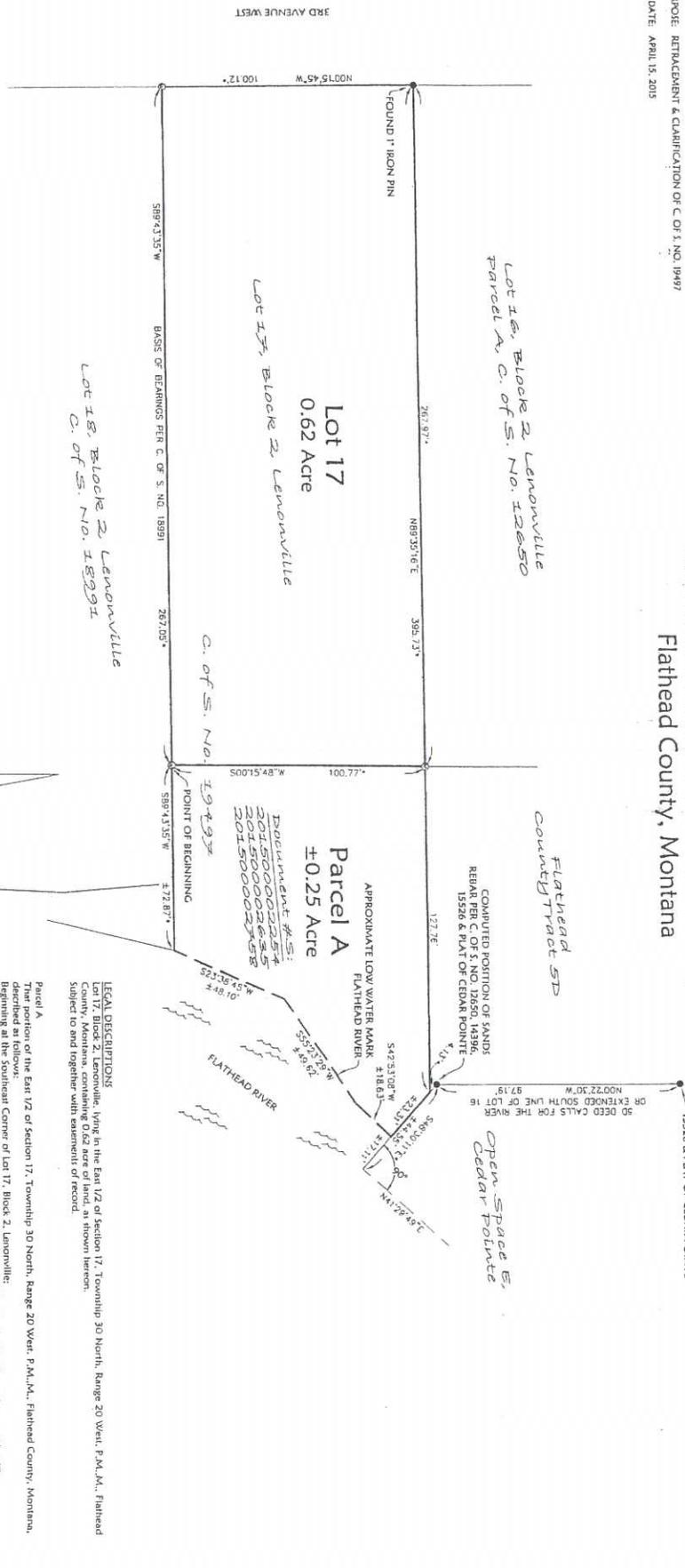
Susan M. Nicosia  
City Manager/Zoning & Planning Administrator

Enc. Notice of Public Hearing

OWNER: INCE M. CAHILL TR FBO HOME MATTERS PFP AND TRUST  
 MARK E. CAHILL  
 FOR: MARK CAHILL  
 PURPOSE: RETRACEMENT & CLARIFICATION OF C. OF S. NO. 19497  
 DATE: APRIL 15, 2015

# CERTIFICATE OF SURVEY

## E1/2 of Section 17, T30N R20W, P.M., M. Flathead County, Montana



- LEGEND**
- ⊙ FOUND 5/8" REBAR WITH 2" DIAM. ALUMINUM CAP "MNV 131104"
  - ⊙ FOUND 5/8" REBAR WITH PLASTIC CAP MARKED "MARQUARDT 7328"
  - MONUMENT AS NOTED
  - RECORD AND FOUND DIMENSIONS PER C. OF S. NO. 19497



**LEGAL DESCRIPTIONS:**  
 Lot 17, Block 2, Lenoxville, lying in the East 1/2 of section 17, Township 30 North, Range 20 West, P.M., M., Flathead County, Montana containing 0.62 acre of land, as shown hereon, subject to and together with extension of record.

**Parcel A**  
 That portion of the East 1/2 of section 17, Township 30 North, Range 20 West, P.M., M., Flathead County, Montana, beginning at the Southeast Corner of Lot 17, Block 2, Lenoxville; Thence along East line of said Lot 17, North 00°15'48" East, 100.77 feet to the Northeast Corner of Lot 17; Thence along the Eriery extension of the North line of said Lot 17, North 89°33'16" East, 127.76 feet; Thence South 48°30'17" East, 23 feet, more or less, to the Low Water Mark of the Flathead River; Thence Southwesterly along said Low Water Mark, 110 feet, more or less, to a point which bears North 89°43'35" East from the Southeast Corner of said Lot 17, 73 feet, more or less, to the Point of Beginning, containing 0.25 acre, more or less, of land, as shown hereon, subject to and together with extension of record.

Approved: 5/15 2015  
 Mark E. Cahill  
 Examining Land Surveyor  
 Registration No. 54285

CERTIFICATE OF SURVEYOR  
 DRAWN MARQUARDT  
 Registration No. 73289  
 Date: 5/16/2015



STATE OF MONTANA  
 County of Flathead

Filed on the 12 day of May, 2015, at 9:30 o'clock A.M.

Debbie Pierson  
 County Clerk and Recorder  
 Deputy

Instrument Record No. <u>201500009096</u>	Field Crew: <u>BT DM</u>
DATE OF SURVEY NO. <u>19988</u>	Revision Date: <u>N/A</u>
Project Name: <u>CAHILL</u>	Project Number: <u>13-036</u>
Filename: <u>Kerr</u>	Drawn By: <u>A</u>

**Marquardt**  
 Surveying  
 201319 Ave West (406) 255-6235  
 Kalispell, MT 59901 info@marquardt.com

NOTE:  
 THIS SURVEY HAS BEEN MADE FOR THE PURPOSES OF RECORDING THE PROPERTY AND THIS SURVEY DOES NOT PURPORT TO SHOW ALL ADJUTANT EVENTS.

COS # 19988  
 201500009096 Fees \$25.50 by: NC  
 BY MARQUARDT ENG/SURV  
 Date 5/12/2015 Time 9:30 AM  
 Debbie Pierson, Flathead County Montana

CAHILL

L 17-0690/51 TR 5-0014749 4/15/15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUMBIA FALLS, MONTANA, DECLARING ITS INTENTION TO ANNEX CERTAIN REAL PROPERTY LOCATED IN THE EAST HALF OF SECTION 17, TOWNSHIP 30 NORTH, RANGE 20 WEST, P.M.M., FLATHEAD COUNTY, MONTANA, DESCRIBED AS PARCEL A ON CERTIFICATE OF SURVEY NO. 19988, RECORDS OF FLATHEAD COUNTY, MONTANA.

WHEREAS, the City is authorized by Title 7, Chapter 2, Part 45, M.C.A., to annex certain wholly surrounded land;

WHEREAS, the property more particularly described below is wholly surrounded by the City as defined by state law;

WHEREAS, the City Council believes it to be in the best interests of the City and its residents, as well as the inhabitants of the property to be annexed, to annex said wholly surrounded land;

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

Section One: The City hereby gives notice of its intention to annex all of the property identified as follows:

A tract of land in the the East Half (E½) of Section 17, Township 30 North, Range 20 West, P.M.M., Flathead County, Montana, more particularly described as Parcel A on Certificate of Survey No. 19988, records of Flathead County, Montana.

Section Two: The City Manager and/or her designees shall provide all notice required by law.

Section Three: That this Resolution shall become effective immediately upon its passage and approval by the City Council.

PASSED AND ADOPTED BY THE CITY COUNCIL OF COLUMBIA FALLS, MONTANA THIS 2<sup>nd</sup> DAY OF NOVEMBER, 2015, THE COUNCIL VOTING AS FOLLOWS:

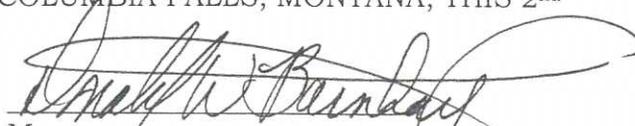
AYES: Lovering, Petersen, Plevel, Shepard, Fisher and Barnhart

NOES: None

ABSENT: Karper

  
City Clerk

APPROVED BY THE MAYOR OF COLUMBIA FALLS, MONTANA, THIS 2<sup>nd</sup> DAY OF NOVEMBER, 2015.

  
Mayor

ATTEST:



**CITY OF COLUMBIA FALLS**  
**NOTICE OF PUBLIC HEARING**  
**Notice of Abandonment of Public Way**

NOTICE IS HEREBY GIVEN to all persons that a petition has been filed with the City Council of the City of Columbia Falls, Montana, requesting the abandonment, discontinuance and vacating of certain public way in the City of Columbia Falls, Montana, more particularly described as follows:

A 10' strip of Eighth Street East adjacent to Lot 1, Block 61. Abandonment of the 10' strip of street right-of-way will allow the adjacent property owner to build a retaining wall to accommodate the slope of the lot. The abandonment will be subject to the rights of the City or any other public utility to access, operate and maintain any public utilities currently located within the right of way.

The City Council of Columbia Falls is scheduled to act on said petition at the regular meeting of the City Council at 7:00 p.m., on December 7, 2015 in the Council Chambers, 130 6<sup>th</sup> Street West, Columbia Falls, Montana, at which time and place all persons desiring to be heard on said matter may appear and offer comments on the proposed abandonment. Written comments may be addressed to the City Clerk, 130 6<sup>th</sup> Street West, Room A, Columbia Falls, Montana 59912 prior to the hearing.

DATED THIS 17th DAY OF NOVEMBER, 2015

*Barb Staaland*

Barb Staaland, City Clerk

Publish: Daily Interlake November 22rd and November 29<sup>th</sup>, 2015

No. 23170

CITY OF COLUMBIA FALLS  
NOTICE OF PUBLIC HEARING  
Notice of Abandonment of Public  
Way

NOTICE IS HEREBY GIVEN to all persons that a petition has been filed with the City Council of the City of Columbia Falls, Montana, requesting the abandonment, discontinuance and vacating of certain public way in the City of Columbia Falls, Montana, more particularly described as follows:

A 10' strip of Eighth Street East adjacent to Lot 1, Block 61. Abandonment of the 10' strip of street right-of-way will allow the adjacent property owner to build a retaining wall to accommodate the slope of the lot. The abandonment will be subject to the rights of the City or any other public utility to access, operate and maintain any public utilities currently located within the right of way.

The City Council of Columbia Falls is scheduled to act on said petition at the regular meeting of the City Council at 7:00 p.m., on December 7, 2015 in the Council Chambers, 130 6th Street West, Columbia Falls, Montana, at which time and place all persons desiring to be heard on said matter may appear and offer comments on the proposed abandonment. Written comments may be addressed to the City Clerk, 130 6th Street West, Room A, Columbia Falls, Montana 59912 prior to the hearing.

DATED THIS 17th DAY OF  
NOVEMBER, 2015

/s/Barb Staaland  
Barb Staaland, City Clerk

Nov. 22, 29, 2015  
MNAXLP

STATE OF MONTANA

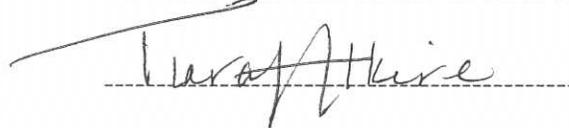
FLATHEAD COUNTY

AFFIDAVIT OF PUBLICATION

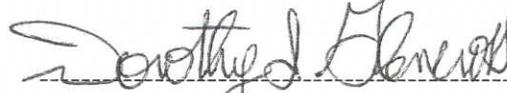
**TIARA ALKIRE** BEING DULY SWORN, DEPOSES AND SAYS: THAT SHE IS THE LEGAL CLERK OF THE **DAILY INTER LAKE A DAILY NEWSPAPER OF GENERAL CIRCULATION, PRINTED AND PUBLISHED IN THE CITY OF KALISPELL, IN THE COUNTY OF FLATHEAD, STATE OF MONTANA, AND THAT NO. 23170**

**LEGAL ADVERTISEMENT** WAS PRINTED AND PUBLISHED IN THE REGULAR AND ENTIRE ISSUE OF SAID PAPER, AND IN EACH AND EVERY COPY THEREOF ON THE DATES OF November 22, 29, 2015.

AND THE RATE CHARGED FOR THE ABOVE PRINTING DOES NOT EXCEED THE MINIMUM GOING RATE CHARGED TO ANY OTHER ADVERTISER FOR THE SAME PUBLICATION, SET IN THE SAME SIZE TYPE AND PUBLISHED FOR THE SAME NUMBER OF INSERTIONS.

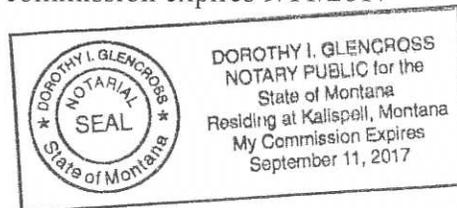


Subscribed and sworn to  
Before me this December 1, 2015.



Dorothy I. Glencross

Notary Public for the State of Montana  
Residing in Kalispell  
My commission expires 9/11/2017





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

PHONE (406) 892-4391

FAX (406) 892-4413

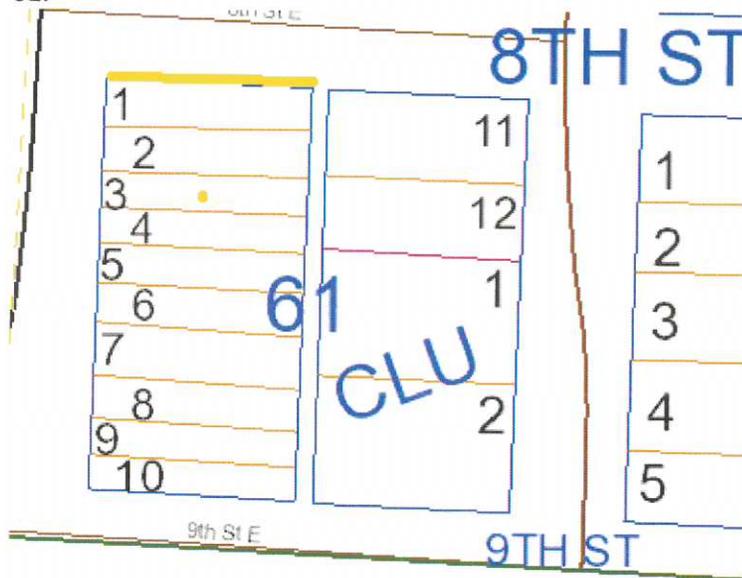
November 11, 2015

To: Mayor & Council

From: City Manager Nicosia

RE: New Business – 10' Street Abandonment – 8<sup>th</sup> St East

City Staff has been working with the prospective property owners adjacent to the 8<sup>th</sup> St E, Lot 1, Block 61:



The prospective property owners have proposed building a retaining wall due to the slope of the north and west sides of the lot. Additionally, the proposed building plan had a second story deck encroaching more than two feet into the public right of way. Due to the slope of the lot, the City would not build a full 60' wide roadway. In reviewing the proposed plans, Public Works Director Grady Jenkins and I recommended abandoning a 10' strip adjacent to Lot 1, Block 61 to ensure that the retaining wall was not within a public right of way and there was not encroachment into the public right of way. The 10' length is not suitable for street surfacing. The owner's structure will remain within the original 25' X 125' Lot.

Council Action Needed: Approve notice of intent to abandon and authorize publication of notice of hearing for December 7, 2015.

November 10, 2015

To The City of Columbia Falls

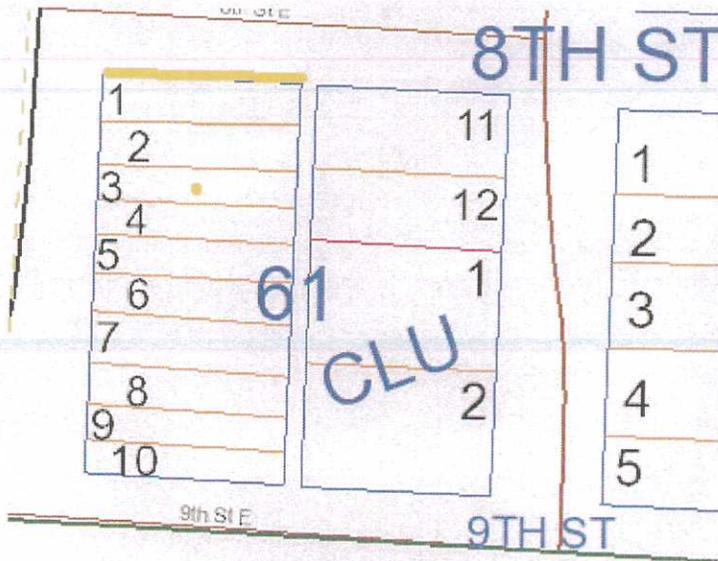
From *Connie Melashenko*

RE Petition to abandon a 10' strip of 8<sup>th</sup> St East adjacent to Lot 1, Block 61, Columbia Falls Townsite, addressed as 803 Nucleus Ave

Due to the extreme slope and grade of the public right of way adjacent to Lot 1, Block 61, we are requesting the abandonment of a 10' strip of 8<sup>th</sup> St East for the 125' length of Lot 1, Block 61

This abandonment will allow the construction of a retaining wall and deck without encroachment into the public right of way

10' abandonment shown as solid yellow line



This petition will be null and void if the sale of the property to the above named petitioner is not completed

Owner: *Connie Melashenko*  
*Connie Melashenko*



*Whereas,* In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

*Whereas,* this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

*Whereas,* Arbor Day is now observed throughout the nation and the world, and

*Whereas,* trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

*Whereas,* trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

*Whereas,* trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

*Whereas,* trees, wherever they are planted, are a source of joy and spiritual renewal.

*Now, Therefore, I,* Donald W. Barnhart, Mayor of the City of Columbia Falls, Montana, do hereby proclaim May 6, 2015 as

# Arbor Day

In the City of Columbia Falls, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

*Further,* I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

*Dated this* 7th day of December 2015  
Mayor



*Whereas,* In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

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*Dated this* 7th day of December 2015  
 Mayor \_\_\_\_\_



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

PHONE (406) 892-4391

FAX (406) 892-4413

December 4, 2015

To: Mayor & Council

From: City Manager Nicosia

Re: Board Appointments

The following individuals have agreed to be re-appointed to their respective Board positions:

Columbia Falls Board of Adjustment – 3 year terms ending Dec 31, 2018:

Roger Newman  
Steve Marquesen  
Alida Wright

Tree Board – 3 year term ending Dec 31, 2018:

Darin Fishes

Columbia Falls City-County Planning Board/Zoning Commission – 2 year terms expiring Dec 31, 2017:

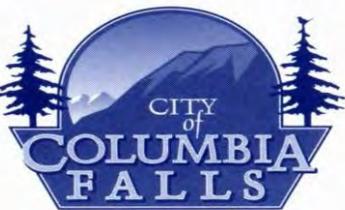
City positions:  
Courtney Nolan  
Steve Duffy (Member at large)

Council Action Requested: Please approve appointment of the above Board members

**CITY OF COLUMBIA FALLS  
CORRESPONDENCE LIST  
COUNCIL MEETING  
December 7, 2015**

**Regular Correspondence:**

11/04/15 FEMA revalided Map change Parcel 2 – 439 4<sup>th</sup> Avenue East  
11/19/15 Solid Waste Board Agenda  
11/19/15 Dept of Administration – The new Local Government Portal  
12/01/15 Montana Tavern Times – Newsletter



130 6<sup>th</sup> STREET WEST  
ROOM A  
COLUMBIA FALLS, MT 59912

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

DATE: December 4, 2015  
TO: Mayor and City Council  
FROM: Todd Watkins  
Susan M. Nicosia, City Manager  
RE: **Financial Report – November 2015**

Attached are the following condensed monthly reports for your review, for activity from July 1 through November 30, 2015:

We have completed 42% of the fiscal year. The accounting system and budget continue to be monitored and maintained on a daily basis and has been updated to include all budgetary information including reserves and line items as prepared by the City Manager and approved by Council.

First report: Summary of **Revenues Budget and Actual** for the Month of November and Year to Date. In total, we have received 30% of total revenues budgeted compared to 28% for the prior year.

Second report: Summary of **Expenditures Budget and Actual** for the Month of November and Year to Date. There are no significant variances from anticipated expenditures/expenses. In total, we have committed 26% of the total expenditure budget compared to 24% for the prior year.

Third report: Detail revenue and expenditures/expense for the General Fund, Water Operating Fund, and Sewer Operating Fund. These reports show detail totals of revenues by source and expenditures by activity. General Fund has received \$472,683.09 compared to \$394,429.23 less than expended through November 2015. The first half tax collection will be received in mid-December and eliminate the above mentioned cash flow deficit. This is consistent with prior year cash flow for this fund. Water Fund reflects expenditures exceeding revenues by \$50,372.74 versus revenues exceeding expenditures in the prior year by \$124,755.54. Water replacement and improvements total \$255,508 for the current year versus \$8,671 for the same time period last year. This is the result of water projects completed over the course of the summer. Sewer Fund reflects revenues exceeding expenditures by \$102,218.54 versus \$30,032.75 for the same time period in the prior year. Sewer replacement and improvements total \$68,795 for the year compared to \$8,671 for the prior year.

Fourth report: The Cash Balance report for November 2015 has been provided as a separate report for your review. Total cash/investments equal \$6,237,739.94 compared to \$6,199,652.83 from one year ago and \$6,200,367.21 for October 2015.. Rate of return on investments ranges from .23% on the REPO short term liquid account (\$4,151,768) to 1.2% to 1.94% for long term investments (\$2,095,000).

Should you have any questions on these reports or any financial matter, please do not hesitate to contact me via email: [watkinst@cityofcolumbiafalls.com](mailto:watkinst@cityofcolumbiafalls.com) or by cell phone at 406-253-4645.

CITY OF COLUMBIA FALLS  
Statement of Revenue Budget vs Actuals  
For the Accounting Period: 11 / 15

Fund	Received Current Month	Received YTD	Estimated Revenue	Revenue To Be Received	% Received
1000 GENERAL FUND	48,792.81	351,762.46	2,353,666.00	2,001,903.54	15 %
2372 PERMISSIVE MEDICAL LEVY	603.24	5,171.24	136,220.00	131,048.76	4 %
2394 BUILDING CODE ENFORCEMENT FUND	10,094.07	49,816.53	100,100.00	50,283.47	50 %
2400 SPECIAL LIGHTING DISTRICT FUND	169.85	667.52	34,178.00	33,510.48	2 %
2500 SPECIAL STREET MAINTENANCE DISTRICT FUND	1,511.93	6,002.42	334,758.00	328,755.58	2 %
2700 CEDAR CREEK TRUST	419.32	101,861.34	61,362.00	-40,499.34	166 %
2820 GAS TAX FUND	7,561.43	37,857.26	90,702.00	52,844.74	42 %
2917 CRIME VICTIMS ASSISTANCE FUND	378.00	1,376.00	4,500.00	3,124.00	31 %
3010 GO BOND - POOL	301.51	2,679.76	64,281.00	61,601.24	4 %
3020 GO Street Improvements	362.35	3,036.17	79,216.00	76,179.83	4 %
3534 SID 34 FUND - 5th Avenue Water Main	0.10	0.94	5,715.00	5,714.06	0 %
3536 SID 36 FUND - Talbott & 4th Avenue Water Main	0.39	3.68	3,802.00	3,798.32	0 %
4000 CAPITAL PROJECTS FUND - Building Improvements	15.96	152.59	250.00	97.41	61 %
4010 CAPITAL PROJECTS FUND - Parks Improvements	115.62	2,105.49	6,000.00	3,894.51	35 %
4020 CAPITAL PROJECTS FUND - General Equipment	2,044.14	2,435.58	4,500.00	2,064.42	54 %
4040 CAPITAL PROJECTS FUND - Street Construction	41.52	432.94	203,703.00	203,270.06	0 %
5210 WATER ENTERPRISE FUND	51,254.09	396,348.32	731,063.00	334,714.68	54 %
5211 WATER CAPITAL EXPANSION	61,374.70	92,936.15	69,500.00	-23,436.15	134 %
5310 SEWER ENTERPRISE FUND	76,132.15	449,428.57	1,014,144.00	564,715.43	44 %
5311 SEWER CAPITAL EXPANSION	73,110.17	105,064.94	65,000.00	-40,064.94	162 %
7120 FIRE RELIEF DISABILITY/PENSION FUND	334.77	4,590.30	91,790.00	87,199.70	5 %
<b>Grand Total:</b>	<b>334,618.12</b>	<b>1,613,730.20</b>	<b>5,454,450.00</b>	<b>3,840,719.80</b>	<b>30 %</b>

CITY OF COLUMBIA FALLS  
Statement of Expenditure - Budget vs. Actual Report  
For the Accounting Period: 11 / 15

Fund	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
1000 GENERAL FUND	131,318.86	824,445.55	2,868,541.00	2,868,541.00	2,044,095.45	29 %
2372 PERMISSIVE MEDICAL LEVY	0.00	0.00	142,330.00	142,330.00	142,330.00	0 %
2394 BUILDING CODE ENFORCEMENT FUND	7,194.64	32,596.80	93,828.00	93,828.00	61,231.20	35 %
2400 SPECIAL LIGHTING DISTRICT FUND	3,010.00	12,481.00	56,206.00	56,206.00	43,725.00	22 %
2500 SPECIAL STREET MAINTENANCE DISTRICT FUND	20,563.14	108,223.75	377,449.00	377,449.00	269,225.25	29 %
2700 CEDAR CREEK TRUST	0.00	6,451.50	41,325.00	41,325.00	34,873.50	16 %
2820 GAS TAX FUND	0.00	1,863.10	120,427.00	120,427.00	118,563.90	2 %
2917 CRIME VICTIMS ASSISTANCE FUND	378.00	1,376.00	4,500.00	4,500.00	3,124.00	31 %
2940 CDBG-HOME INVESTMENT PARTNERSHIP PROGRAM	0.00	0.00	7,627.00	7,627.00	7,627.00	0 %
3010 GO BOND - POOL	0.00	350.00	67,045.00	67,045.00	66,695.00	1 %
3020 GO Street Improvements	0.00	19,296.01	81,925.00	81,925.00	62,628.99	24 %
3534 SID 34 FUND - 5th Avenue Water Main	0.00	0.00	5,715.00	5,715.00	5,715.00	0 %
3536 SID 36 FUND - Talbott & 4th Avenue Water	0.00	0.00	3,802.00	3,802.00	3,802.00	0 %
4000 CAPITAL PROJECTS FUND - Building	0.00	0.00	30,000.00	30,000.00	30,000.00	0 %
4010 CAPITAL PROJECTS FUND - Parks Improvements	0.00	0.00	90,000.00	90,000.00	90,000.00	0 %
4020 CAPITAL PROJECTS FUND - General Equipment	0.00	42,964.94	117,500.00	117,500.00	74,535.06	37 %
4040 CAPITAL PROJECTS FUND - Street Construction	0.00	79,678.00	422,149.00	422,149.00	342,471.00	19 %
5210 WATER ENTERPRISE FUND	45,061.20	446,721.06	1,006,523.00	1,006,523.00	559,801.94	44 %
5211 WATER CAPITAL EXPANSION	0.00	0.00	97,420.00	97,420.00	97,420.00	0 %
5310 SEWER ENTERPRISE FUND	38,230.08	347,210.03	1,761,873.00	1,761,873.00	1,414,662.97	20 %
5311 SEWER CAPITAL EXPANSION	0.00	0.00	55,000.00	55,000.00	55,000.00	0 %
7120 FIRE RELIEF DISABILITY/PENSION FUND	0.00	0.00	91,790.00	91,790.00	91,790.00	0 %
<b>Grand Total:</b>	<b>245,755.92</b>	<b>1,923,657.74</b>	<b>7,542,975.00</b>	<b>7,542,975.00</b>	<b>5,619,317.26</b>	<b>26 %</b>

1000 GENERAL FUND

	Beginning	Debit	Credit	Net Change	Ending Balance
<b>REVENUE</b>					
311010 Real Property Taxes	13,453.24	0.00	3,897.50	3,897.50	17,350.74
311020 Personal Property Taxes	18,805.48	0.00	490.42	490.42	19,295.90
312000 Penalty & Interest on Delinquent	501.68	0.00	43.77	43.77	545.45
322010 Alcoholic Beverage Licenses and	5,562.50	0.00	0.00	0.00	5,562.50
322020 Professional Business Licenses	112.50	0.00	130.00	130.00	242.50
322030 General Business Licenses	260.00	0.00	87.50	87.50	347.50
323060 Non-Exclusive Cable TV Franchise	12,056.55	0.00	0.00	0.00	12,056.55
334000 State Grants/Hwy Safety	( 1,837.47)	0.00	7,779.34	7,779.34	5,941.87
334122 DNRC Grant	0.00	0.00	0.00	0.00	0.00
335005 Alcohol Enforcement Funds	0.00	0.00	0.00	0.00	0.00
335120 Gambling Licenses & Permits	0.00	0.00	18,900.00	18,900.00	18,900.00
335230 State Entitlement	168,985.56	0.00	0.00	0.00	168,985.56
336020 State On-Behalf Retirement	0.00	0.00	0.00	0.00	0.00
337200 Safe Kids Safe Community Coalition	1,795.00	0.00	0.00	0.00	1,795.00
337340 Flathead County (EMS)	0.00	0.00	0.00	0.00	0.00
337350 Flathead County (SRO)	0.00	0.00	0.00	0.00	0.00
337360 School District #6 (SRO)	0.00	0.00	0.00	0.00	0.00
341000 General Miscellaneous (Copies,	722.13	0.00	134.20	134.20	856.33
341070 Planning and Zoning Fees	3,448.75	0.00	790.00	790.00	4,238.75
342020 Special Fire Protection Services	17,225.00	0.00	0.00	0.00	17,225.00
342021 Fire Protective Inspections	4,755.00	0.00	1,236.00	1,236.00	5,991.00
343005 Public Works Billing - Weed Charges	0.00	0.00	0.00	0.00	0.00
346030 Swimming Pool User Fees	4,774.92	0.00	0.00	0.00	4,774.92
346031 Parks Use Permits/Fees	550.00	0.00	0.00	0.00	550.00
346032 Pool Concession Fees	720.60	0.00	113.55	113.55	834.15
346033 Swim Lessons	3,396.00	0.00	0.00	0.00	3,396.00
346034 Individual Swim Pass	136.00	0.00	0.00	0.00	136.00
346035 Lap Swim Pass	184.50	0.00	0.00	0.00	184.50
346036 Family Swim Pass	890.00	0.00	0.00	0.00	890.00
346037 Pool Parties	125.00	0.00	0.00	0.00	125.00
346050 Swim Team Agreement	0.00	0.00	0.00	0.00	0.00
351030 City Courts Fines & Forfeitures	39,462.57	0.00	11,846.50	11,846.50	51,309.07
351031 Court Fines Surcharge	2,915.00	0.00	760.00	760.00	3,675.00
351032 Civil Fines	0.00	0.00	0.00	0.00	0.00
351034 Court Administration Costs	972.00	0.00	257.00	257.00	1,229.00
361000 Rents/Leases	0.00	0.00	1,189.24	1,189.24	1,189.24
362000 Refunds, Rebates, Dividends	840.00	0.00	0.00	0.00	840.00
366000 Miscellaneous	0.00	0.00	950.00	950.00	950.00
371010 Investment Earnings	2,157.14	0.00	187.79	187.79	2,344.93
383000 Interfund Operating Transfer	0.00	0.00	0.00	0.00	0.00
<b>Total REVENUE</b>	<b>302,969.65</b>	<b>0.00</b>	<b>48,792.81</b>	<b>48,792.81</b>	<b>351,762.46</b>
<b>EXPENDITURES</b>					
410100 LEGISLATIVE SERVICES	20,134.36	2,390.69	0.00	2,390.69	22,525.05
410131 Tree City Program (Tree Board)	3,037.24	1,119.73	0.00	1,119.73	4,156.97
410132 Arbor Day (Tree Board)	0.00	0.00	0.00	0.00	0.00
410360 CITY COURT	52,080.25	12,314.34	0.00	12,314.34	64,394.59
410365 CITY COURT PROSECUTION	13,868.75	2,773.75	0.00	2,773.75	16,642.50

1000 GENERAL FUND

	Beginning	Debit	Credit	Net Change	Ending Balance
410400 ADMINISTRATIVE SERVICES	14,538.77	3,246.85	0.00	3,246.85	17,785.62
410500 DEPT. OF FINANCE	37,602.78	8,212.72	57.76	8,154.96	45,757.74
410580 Computer Systems & Programs	11,142.39	2,378.93	0.00	2,378.93	13,521.32
411000 PLANNING & ZONING	11,918.78	6,482.98	1.63	6,481.35	18,400.13
411100 LEGAL SERVICES	9,031.05	2,615.21	0.00	2,615.21	11,646.26
411200 FACILITIES ADMINISTRATION	17,780.19	4,731.08	0.00	4,731.08	22,511.27
411800 Employee Asst Program & Flex Plan	1,300.44	0.00	0.00	0.00	1,300.44
420100 LAW ENFORCEMENT SERVICES	251,578.85	61,259.70	35.98	61,223.72	312,802.57
420160 COMMUNICATIONS/DISPATCH	28,795.66	0.00	0.00	0.00	28,795.66
420400 FIRE PROTECTION & CONTROL	47,152.97	8,608.92	0.00	8,608.92	55,761.89
420730 Emergency Medical Services	1,393.59	0.00	0.00	0.00	1,393.59
430230 Road and Street Construction	0.00	0.00	0.00	0.00	0.00
430400 Transit Systems	0.00	0.00	0.00	0.00	0.00
431100 WEED CONTROL	0.00	0.00	0.00	0.00	0.00
431200 Flood Control-High Hazard Dam	948.52	215.34	0.00	215.34	1,163.86
440600 ANIMAL CONTROL SERVICES	0.00	0.00	0.00	0.00	0.00
460400 PARK & RECREATION SERVICES	70,140.13	4,675.34	0.00	4,675.34	74,815.47
460445 SWIMMING POOL	35,994.66	465.46	0.00	465.46	36,460.12
490500 Other Debt Service Payments	6,154.26	0.00	0.00	0.00	6,154.26
510100 SPECIAL ASSESSMENTS	0.00	9,923.19	0.00	9,923.19	9,923.19
510300 ORDINANCE CODIFICATION/CONSULTANTS	0.00	0.00	0.00	0.00	0.00
510330 Comprehensive Liability Insurance	58,533.05	0.00	0.00	0.00	58,533.05
510620 TERMINATION COSTS	0.00	0.00	0.00	0.00	0.00
521000 INTERFUND OPERATING TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00
<b>Total EXPENDITURES</b>	<b>693,126.69</b>	<b>131,414.23</b>	<b>95.37</b>	<b>131,318.86</b>	<b>824,445.55</b>

Revenue Less Expenditures Current Month ( 82,526.05)

Revenue Less Expenditures Year to Date ( 472,683.09)



5310 SEWER ENTERPRISE FUND

	Beginning	Debit	Credit	Net Change	Ending Balance
<b>REVENUE</b>					
343030 Sewer Administrative Fees	250.00	0.00	0.00	0.00	250.00
343031 Sewer Service Charges	356,210.95	26.41	74,416.67	74,390.26	430,601.21
343032 Sewer Connection Fees/New	1,950.00	0.00	900.00	900.00	2,850.00
343033 Sewer Permit Fees	650.00	0.00	300.00	300.00	950.00
343035 Sale of Materials, Supplies & Misc.	281.36	0.00	70.34	70.34	351.70
343038 Disposal Fee Agreements	10,080.79	0.00	0.00	0.00	10,080.79
363020 Special Assmts - Bond P&I	0.00	0.00	0.00	0.00	0.00
371010 Investment Earnings	3,873.32	0.00	471.55	471.55	4,344.87
383000 Interfund Operating Transfer	0.00	0.00	0.00	0.00	0.00
<b>Total REVENUE</b>	<b>373,296.42</b>	<b>26.41</b>	<b>76,158.56</b>	<b>76,132.15</b>	<b>449,428.57</b>
<b>EXPENDITURES</b>					
430600 Sewer Operating	238,754.82	29,640.90	6.51	29,634.39	268,389.21
430610 Sewer Administration	15,718.54	3,829.90	0.00	3,829.90	19,548.44
430670 Sewer Customer Accounting &	17,382.45	4,765.79	0.00	4,765.79	22,148.24
490200 Revenue Bonds, Series 2000	0.00	0.00	0.00	0.00	0.00
490215 Revenue Bonds, Series 2009	0.00	0.00	0.00	0.00	0.00
490500 Other Debt Service Payments	12,894.90	0.00	0.00	0.00	12,894.90
510330 Comprehensive Liability Insurance	24,229.24	0.00	0.00	0.00	24,229.24
510400 Depreciation	0.00	0.00	0.00	0.00	0.00
<b>Total EXPENDITURES</b>	<b>308,979.95</b>	<b>38,236.59</b>	<b>6.51</b>	<b>38,230.08</b>	<b>347,210.03</b>
					Revenue less Expenditures Current Month
					37,902.07
					Revenue less Expenditures Year to Date
					102,218.54
					<b>Grand Total Revenue less Expenditures Current Month (</b>
					<b>38,431.09)</b>
					<b>Grand Total Revenue less Expenditures Year to Date (</b>
					<b>420,837.29)</b>

CITY OF COLUMBIA FALLS  
Cash/Bank Reconciliation  
For the Accounting Period: 11/15

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
1000 GENERAL FUND						
101000 CASH/CASH EQUIVALENTS	142,348.47	50,729.81	0.00	147,697.01	0.00	45,381.27
102000 CASH - RESERVE	578,557.00	0.00	0.00	0.00	0.00	578,557.00
102200 CASH - RESTRICTED DONATIONS	233.00	0.00	0.00	0.00	0.00	233.00
103000 CASH - CHANGE FUND/PETTY CASH	225.00	0.00	0.00	0.00	0.00	225.00
<b>Total Fund</b>	<b>721,363.47</b>	<b>50,729.81</b>		<b>147,697.01</b>		<b>624,396.27</b>
2372 PERMISSIVE MEDICAL LEVY						
101000 CASH/CASH EQUIVALENTS	10,677.81	603.24	0.00	0.00	0.00	11,281.05
102000 CASH - RESERVE	11,175.00	0.00	0.00	0.00	0.00	11,175.00
<b>Total Fund</b>	<b>21,852.81</b>	<b>603.24</b>				<b>22,456.05</b>
2394 BUILDING CODE ENFORCEMENT FUND						
101000 CASH/CASH EQUIVALENTS	8,049.39	10,144.07	0.00	7,245.65	0.00	10,947.81
102000 CASH - RESERVE	46,657.00	0.00	0.00	0.00	0.00	46,657.00
<b>Total Fund</b>	<b>54,706.39</b>	<b>10,144.07</b>		<b>7,245.65</b>		<b>57,604.81</b>
2400 SPECIAL LIGHTING DISTRICT FUND						
101000 CASH/CASH EQUIVALENTS	13,054.71	169.85	0.00	3,010.00	0.00	10,214.56
102000 CASH - RESERVE	20,000.00	0.00	0.00	0.00	0.00	20,000.00
<b>Total Fund</b>	<b>33,054.71</b>	<b>169.85</b>		<b>3,010.00</b>		<b>30,214.56</b>
2500 SPECIAL STREET MAINTENANCE DISTRICT FUND						
101000 CASH/CASH EQUIVALENTS	-33,496.13	1,511.93	0.00	26,255.89	0.00	-58,240.09
102000 CASH - RESERVE	133,427.00	0.00	0.00	0.00	0.00	133,427.00
<b>Total Fund</b>	<b>99,930.87</b>	<b>1,511.93</b>		<b>26,255.89</b>		<b>75,186.91</b>
2700 CEDAR CREEK TRUST						
101000 CASH/CASH EQUIVALENTS	35,892.48	419.32	0.00	0.00	0.00	36,311.80
102030 Cash/Investments-Restricted Trus	417,883.68	200.74	0.00	0.00	0.00	418,084.42
<b>Total Fund</b>	<b>453,776.16</b>	<b>620.06</b>				<b>454,396.22</b>
2820 GAS TAX FUND						
101000 CASH/CASH EQUIVALENTS	59,128.70	7,561.43	0.00	970.60	0.00	65,719.53
2917 CRIME VICTIMS ASSISTANCE FUND						
101000 CASH/CASH EQUIVALENTS	0.00	378.00	0.00	378.00	0.00	0.00
2940 CDBG-HOME INVESTMENT PARTNERSHIP PROGRAM GRANT FUND						
101000 CASH/CASH EQUIVALENTS	7,627.00	0.00	0.00	0.00	0.00	7,627.00
3010 GO BOND - POOL						
101000 CASH/CASH EQUIVALENTS	4,792.38	301.51	0.00	0.00	0.00	5,093.89
102000 CASH - RESERVE	24,000.00	0.00	0.00	0.00	0.00	24,000.00
<b>Total Fund</b>	<b>28,792.38</b>	<b>301.51</b>				<b>29,093.89</b>
3020 GO Street Improvements						
101000 CASH/CASH EQUIVALENTS	-13,913.21	362.35	0.00	0.00	0.00	-13,550.86
102000 CASH - RESERVE	43,000.00	0.00	0.00	0.00	0.00	43,000.00
<b>Total Fund</b>	<b>29,086.79</b>	<b>362.35</b>				<b>29,449.14</b>
3534 SID 34 FUND - 5th Avenue Water Main						
101000 CASH/CASH EQUIVALENTS	324.37	0.10	0.00	0.00	0.00	324.47
3536 SID 36 FUND - Talbott & 4th Avenue Water Main						
101000 CASH/CASH EQUIVALENTS	1,296.17	0.39	0.00	0.00	0.00	1,296.56
4000 CAPITAL PROJECTS FUND - Building Improvements						
101000 CASH/CASH EQUIVALENTS	30,163.90	15.96	0.00	0.00	0.00	30,179.86
102000 CASH - RESERVE	23,514.00	0.00	0.00	0.00	0.00	23,514.00
<b>Total Fund</b>	<b>53,677.90</b>	<b>15.96</b>				<b>53,693.86</b>

CITY OF COLUMBIA FALLS  
Cash/Bank Reconciliation  
For the Accounting Period: 11/15

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
4010 CAPITAL PROJECTS FUND - Parks Improvements						
101000 CASH/CASH EQUIVALENTS	89,959.60	115.62	0.00	0.00	0.00	90,075.22
102000 CASH - RESERVE	298,916.00	0.00	0.00	0.00	0.00	298,916.00
<b>Total Fund</b>	<b>388,875.60</b>	<b>115.62</b>				<b>388,991.22</b>
4020 CAPITAL PROJECTS FUND - General Equipment						
101000 CASH/CASH EQUIVALENTS	70,426.15	2,044.14	0.00	0.00	0.00	72,470.29
102000 CASH - RESERVE	79,411.00	0.00	0.00	0.00	0.00	79,411.00
<b>Total Fund</b>	<b>149,837.15</b>	<b>2,044.14</b>				<b>151,881.29</b>
4040 CAPITAL PROJECTS FUND - Street Construction						
101000 CASH/CASH EQUIVALENTS	139,659.74	41.52	0.00	0.00	0.00	139,701.26
5210 WATER ENTERPRISE FUND						
101000 CASH/CASH EQUIVALENTS	490,899.79	61,522.76	0.00	68,146.31	1,345.05	482,931.19
102222 CASH - Bond Reserve, 2005 Series	35,308.00	0.00	0.00	0.00	0.00	35,308.00
102230 CASH - Surplus Capital Projects/	111,293.34	0.00	0.00	0.00	0.00	111,293.34
102240 CASH - Replacement & Depreciation	246,754.00	0.00	0.00	0.00	0.00	246,754.00
103000 CASH - CHANGE FUND/PETTY CASH	150.00	0.00	0.00	0.00	0.00	150.00
<b>Total Fund</b>	<b>884,405.13</b>	<b>61,522.76</b>		<b>68,146.31</b>	<b>1,345.05</b>	<b>876,436.53</b>
5211 WATER CAPITAL EXPANSION						
102230 CASH - Surplus Capital Projects/	1,000,964.71	61,374.70	0.00	0.00	0.00	1,062,339.41
5310 SEWER ENTERPRISE FUND						
101000 CASH/CASH EQUIVALENTS	138,634.90	75,239.76	1,345.05	64,521.12	0.00	150,698.59
102220 CASH - Bond Reserve, 2000 Series	183,940.00	0.00	0.00	0.00	0.00	183,940.00
102225 Cash-Bond Reserve - 2009 Series	72,111.25	0.00	0.00	0.00	0.00	72,111.25
102230 CASH - Surplus Capital Projects/	313,866.71	0.00	0.00	0.00	0.00	313,866.71
102235 CASH - Restricted WWTP Project/D	649,750.15	9,966.49	0.00	0.00	0.00	659,716.64
102240 CASH - Replacement & Depreciation	200,000.00	0.00	0.00	0.00	0.00	200,000.00
103000 CASH - CHANGE FUND/PETTY CASH	150.00	0.00	0.00	0.00	0.00	150.00
<b>Total Fund</b>	<b>1,558,453.01</b>	<b>85,206.25</b>	<b>1,345.05</b>	<b>64,521.12</b>		<b>1,580,483.19</b>
5311 SEWER CAPITAL EXPANSION						
102230 CASH - Surplus Capital Projects/	507,893.57	73,147.32	0.00	0.00	0.00	581,040.89
7120 FIRE RELIEF DISABILITY/PENSION FUND						
101000 CASH/CASH EQUIVALENTS	57.57	334.77	0.00	393.01	0.00	-0.67
7196 FLEXIBLE SPENDING ACCOUNT						
105100 Amount held by Flex Plan (Advanc	5,603.01	0.00	0.00	196.06	0.00	5,406.95
Bank Statement Total	4152268.24					
+ 0/Standing Deposits	11435.38					
- 0/S payroll checks(	641.80)					
- 0/S claim checks(	1840.81)					
- 0/S liabilities(	24504.99)					
- 0/S Electronic chks	0.00					
+ Petty Cash	525.00					
+ Investments	2095000.00					
+ Other Accounts	5406.95					
+ NSF Checks	50.00					
+ Other	41.37					
Adjusted Bank Cash	6237739.34					
			System Cash			
			Less Clearing Funds	6237739.34		
			Adjustments	0.00		
			Adjustments	0.00		
			Adjusted System Cash	6237739.34		
			Difference	0.00		
Glacier Bank Repo - \$4,151,768.24						

CITY OF COLUMBIA FALLS  
Cash/Bank Reconciliation  
For the Accounting Period: 11/15

Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
Glacier Bank Wire - \$500.00						
INVESTMENTS:						
MBS 1.82% Fed H Loan 10/29/20- \$500,000						
MBS 1.65% Fannie Mae 9/30/19 - \$500,000						
MBS 1.2% Wells Fargo 11/20/18- \$246,000						
MBS 1.6% Fed Nat Mtg 01/30/20- \$200,000						
MBS 1.35% Opp Helena 12/26/18- \$249,000						
MBS 1.94% Farm Credit 2/18/20- \$400,000						
OTHER ACCOUNTS:						
Glacier Bank Flex Spending - \$5,406.95						
OTHER:						
STIP - \$41.67						
ADJUSTMENTS:						
O/S CLAIMS ELECTRONIC:						
NSF Bal - \$50.00 Wendy Hughes						
<b>Totals</b>	<b>6,200,367.21</b>	<b>356,185.78</b>	<b>1,345.05</b>	<b>318,813.65</b>	<b>1,345.05</b>	<b>6,237,739.34</b>

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