



13 0 6th STREET WEST
ROOM A
COLUMBIA FALLS, MT 59912

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

AGENDA
MONDAY, FEBRUARY 1, 2016
COUNCIL CHAMBERS CITY HALL

FINANCE COMMITTEE - 6:30 P.M.

1. Claims Review (Barnhart, Piper, Shepard)

REGULAR MEETING - 7:00 P.M.

1. CALL TO ORDER

- A. Roll Call
- B. Pledge of Allegiance

2. APPROVAL OF AGENDA **1-3

3. CONSENT AGENDA:

- *A. Approval of Claims - \$ 120,604.50 - February 1, 2016 **4-13
- *B. Approval of Payroll Claims - \$ 61,139.98 - January 29, 2016 **14-15
- *C. Approval of Regular Meeting Minutes - January 19, 2016 **16-20
- *D. Approval of Plant Investment Fee Agreement, Chelsea Sellers, 1313 4th Ave. West, and authorize City Manager to sign. **21-23
- *E. Approval of Subdivision Improvement Agreement, Chris and Debbie Karlberg, 622 9th St. West and authorize City Manager to sign. **24-28
- *F. Approval of Request for Records Disposal and authorize City staff to sign and submit pursuant to state statute. **29-36
- *G. Authorization of City Judge's absence in excess of 10 days from the City. **37
- *H. Approval of Experience Works agreement and authorize City Manager to execute documents. **38-47

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

5. NOTICES OF HEARINGS/HEARINGS: **48

*A. Notice of Hearing – February 16th – Designation of One-Way Street:

The Columbia Falls City Council will hold a public hearing on Tuesday, February 16, 2016 at 7:00 p.m. for the purpose of considering an amendment to Title 10.39.040 Designated One-Way Streets. The hearing will be held in the Council Chambers, City Hall, 130 6th ST. West, Columbia Falls, MT.

The City Council is proposing revising Municipal Code Title 10.39.040 Designated One-Way Streets by adding the southwest portion of Wildcat Drive. The Council adopted an Emergency Ordinance on February 1st which is effective for 90 days. Council will take public comment to determine if the designation should become permanent.

The proposed change is available for review at the office of the City Clerk, City of Columbia Falls 130 6th Street West, Columbia Falls, MT. Persons may contact the City Clerk or City Manager at 406-892-4391 or 130 6th Street West, Columbia Falls, MT for more information about the hearing.

Written comments concerning these revisions may be addressed to the City Clerk at 130 6th Street West, Columbia Falls, MT 59912 or delivered in person to the City Council during the hearing.

6. UNFINISHED BUSINESS:

*A. CFAC Cleanup Process Update **49-56

*B. Fishing Pond – Phase 1 **57-58

7. NEW BUSINESS:

*A. Capital Park Improvements **59

8. ORDINANCES/RESOLUTIONS: **60-64

*A. Emergency Ordinance 759: An Ordinance of the City Council of the City of Columbia Falls, Montana, Amending Chapter 10 Section 39 in the Columbia Falls Municipal Code.

9. REPORTS/BUSINESS FROM MAYOR & COUNCIL

*A. Parks Committee Report **65-67

10. CITY ATTORNEY REPORT

11. CITY MANAGER REPORT

A. Manager's Update

12. MISCELLANEOUS/REPORTS:

*A. INFORMATIONAL CORRESPONDENCE - List available for Review **68

13. ADJOURN

Next Scheduled Meetings:

Council - Regular Meeting - Tuesday, February 16th
MMIA/LGC/MLCT Training - Polson, February 3rd
Planning Board - to be determined

***Attached**

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
34401		2866 ACUTECH, LLC	700.00					
	11986	01/06/16 SWR-ALUMINUM LADDERS	700.00*			5310 430600	240	101000
		Total for Vendor:	700.00					
34400		2864 AMBIENTE H2O INC.	288.32					
	160017	01/11/16 SWR-RINGS	288.32*			5310 430600	240	101000
		Total for Vendor:	288.32					
34426		2245 AMOZ Group, Inc.	4,139.90					
	11493	01/14/16 SWR-EDU CALCULATION ISSUE	60.00			5310 430600	355	101000
	11491	01/14/16 NEW COMPUTERS SET UP streets	234.00			1000 410580	355	101000
	11491	01/14/16 NEW COMPUTERS SET UP water	234.00			5210 430500	355	101000
	11471	12/31/15 DELL OPTIPLEX/KV UPS streets	995.00			1000 410580	212	101000
	11471	12/31/15 COMPUTERS SETUP streets	469.95			1000 410580	355	101000
	11471	12/31/15 DELL OPTIPLEX/KV UPS Water	995.00			5210 430500	212	101000
	11471	12/31/15 COMPUTERS SETUP Water	469.95			5210 430500	355	101000
	11439	01/01/16 RMM LVL 3&1,AVG,BACKUP SRVRS	682.00			1000 410580	355	101000
		Total for Vendor:	4,139.90					
34402		2863 BATES, SHAWN	40.50					
		MT RURAL WATER CONFERENCE - FEB. 17-19, 2016 - GREAT FALLS, MT						
	012116	01/15/16 WTR-MEALS	40.50			5210 430500	380	101000
		Total for Vendor:	40.50					
34393		912 BIG SKY FIRE EQUIPMENT	110.00					
	0383419	01/08/16 FD-MINERAL BASED FLUID	110.00			1000 420400	240	101000
		Total for Vendor:	110.00					
34440		1615 BISON FORD	31,218.64					
	0127161	01/26/16 PD-2016 INTERCEPTOR	31,218.64			4020 420100	940	101000
		Total for Vendor:	31,218.64					
34403		1700 BRECK LAW OFFICE, PC	5,580.83					
	012116	01/21/16 LEGAL FEES FOR FEB. 2016	1,236.88			1000 411100	350	101000
	012116	01/21/16 LEGAL FEES FOR FEB. 2016	2,773.75			1000 410365	350	101000
	012116	01/21/16 LEGAL FEES FOR FEB. 2016	494.75			5210 430500	350	101000
	012116	01/21/16 LEGAL FEES FOR FEB. 2016	494.75			5310 430600	350	101000

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	012116	01/21/16 LEGAL FEES FOR FEB. 2016	247.38			1000 411000	350	101000
	012116	01/21/16 LEGAL FEES FOR FEB. 2016	100.00			1000 420100	399	101000
	012116	01/21/16 LEGAL FEES FOR FEB. 2016	22.22			5210 430500	357	101000
	012116	01/21/16 LEGAL FEES FOR FEB. 2016	33.33			5310 430600	357	101000
	012116	01/21/16 LEGAL FEES FOR FEB. 2016	44.44			2500 430200	399	101000
	012116	01/21/16 LEGAL FEES FOR FEB. 2016	133.33			1000 411100	350	101000
		Total for Vendor:	5,580.83					
34404		1260 CARQUEST AUTO PARTS	120.89					
	234095	12/18/15 STRS-BULBS	48.98			2500 430200	232	101000
	235286	01/08/16 STRS-BEAM	21.58			2500 430200	232	101000
	235312	01/09/16 SWR-LACQ THNR,TOWEL,RESPIRATOR	23.18*			5310 430600	240	101000
	235353	01/11/16 SWR-FIBRE DISC,LACQUER THINNER	27.15			5310 430600	220	101000
		Total for Vendor:	120.89					
34425	E	997 CENTURYLINK	1,658.29					
	012216	01/18/16 COURT-TELEPHONES	112.51			1000 410360	345	101000
	012216	01/18/16 ADMIN/MGR	68.03			1000 410400	345	101000
	012216	01/18/16 FINANCE	140.65			1000 410500	345	101000
	012216	01/18/16 COMP SERV	70.93			1000 410580	345	101000
	012216	01/18/16 POLICE	430.90			1000 420100	345	101000
	012216	01/18/16 FIRE	225.69			1000 420400	345	101000
	012216	01/18/16 STREETS	138.10			2500 430200	345	101000
	012216	01/18/16 WATER	270.20			5210 430500	345	101000
	012216	01/18/16 SEWER	201.28			5310 430600	345	101000
		Total for Vendor:	1,658.29					
34428		14 CITY OF COLUMBIA FALLS	365.47					
	012616	01/25/16 FACILITIES-WTR/SWR	101.16			1000 411200	342	101000
	012616	01/25/16 FIRE	25.65			1000 420400	342	101000
	012616	01/25/16 STREETS	78.13			2500 430200	342	101000
	012616	01/25/16 WATER	60.21			5210 430500	342	101000
	012616	01/25/16 SEWER`	100.32			5310 430600	342	101000
		Total for Vendor:	365.47					

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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
34399		776 COL.FALLS VOLUNTEER FIRE	8,821.76					
	Dec Taxes 2015							
	DEC15	01/18/16 DECEMBER 2015 TAXES FUND 7120	8,821.76			7120 212520		101000
		Total for Vendor:	8,821.76					
34427		1815 COSNER COMTECH, INC.	8.50					
	29100	01/21/16 PD-VOLUMBE KNOB	8.50			1000 420100	240	101000
		Total for Vendor:	8.50					
34438		486 DANA KEPNER COMPANY, INC.	2,979.16					
	4038056	01/26/16 WTR-3/4 iPERL (20)	2,979.16			5210 430500	230	101000
		Total for Vendor:	2,979.16					
34394		1797 DEPARTMENT OF ADMINISTRATION	337.86					
	20161231	01/13/16 PD-NETWORK/EMAIL FOR DEC	337.86			1000 420100	363	101000
		Total for Vendor:	337.86					
34405		777 DIAMOND PLUMBING & HEATING, INC.	218.38					
	SRV0116-44	01/15/16 SWR-REPLACE THERMOSTAT	218.38*			5310 430600	366	101000
		Total for Vendor:	218.38					
34429		2834 ERIC HUMMEL	35.00					
	012616	01/25/16 CRT-SUBSTITUTE JUDGE	35.00			1000 410360	399	101000
		Total for Vendor:	35.00					
34406		438 FERGUSON ENTERPRISES, INC.	37.18					
	CEDAR CREEK RES							
	1369784	01/14/16 WTR-MECH LG,MECH XLG,AQUAPEX	37.18			5210 430500	230	101000
		Total for Vendor:	37.18					
34436		1216 FIRST BANKCARD	714.02					
	011311N199	12/31/15 GO WIRELESS-CRDT-PHONE COV	-39.95			2500 430200	220	101000
	4845	01/06/16 BACK ROOM-GIFT CARD,NESSLY	25.00*			5210 430500	390	101000
	4845	01/06/16 BACK ROOM-GIFT CARD,NESSLY	25.00			5310 430600	390	101000
	356531	01/12/16 SMITH'S-COOKIES-PLNG/CNCL TRAI	18.95			1000 411000	390	101000
	012816	12/31/15 TEA KETTLE-CHAMBER LUNCH	108.00			2500 430200	390	101000
	LMI0196024	01/14/16 LAMINATOR.COM-FD,LAMINTR &	414.53*			1000 420400	210	101000

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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	012616	12/21/15 LOGMEIN-PRO SUBSCRPTN	149.00			1000 410500	390	101000
	012616	01/20/16 KLSPL ARMY/NAVY-FD,EQUPTM BOX	13.49			1000 420400	220	101000
		Total for Vendor:	714.02					
34430		258 FLATHEAD INDUSTRIES	30.00					
	012616	01/26/16 STRS-RAGS	30.00			2500 430200	220	101000
		Total for Vendor:	30.00					
34407		1455 GRAINGER	25.10					
	9936947085	01/12/16 SWR-RING PLIERS	25.10			5310 430600	220	101000
		Total for Vendor:	25.10					
34431		167 HACH COMPANY	285.72					
	9757736	01/19/16 SWR-TNT,TOTAL PHOS,AMMONIA	188.18			5310 430600	222	101000
	9760126	01/20/16 SWR-RGT SET,TNT NITRAVER	97.54			5310 430600	222	101000
		Total for Vendor:	285.72					
34408		2189 HADER, BJ	40.50					
		MT RURAL WATER CONFERENCE - FEB. 17-19, 2016 - GREAT FALLS, MT						
	012116	01/20/16 SWR-MEALS	40.50			5310 430600	380	101000
		Total for Vendor:	40.50					
34409		2806 HANSON'S HARDWARE	36.87					
	579607	01/08/16 STRS-MISC SCREWS,EYE BOLTS	23.55			2500 430200	232	101000
	579666	01/14/16 SWR-CLTHS HNGR,BOWL CLNR,SCRWS	13.32			5310 430600	220	101000
		Total for Vendor:	36.87					
34412		1356 INTERNATIONAL ASSOC.OF CHIEFS OF	150.00					
	1001183243	01/08/16 PD-ANNL RNWL JAN-DEC 2016	150.00			1000 420100	335	101000
		Total for Vendor:	150.00					
34413		1448 INTERNATIONAL CODE COUNCIL	135.00					
		EXPIRATION 2/29/2016						
	3080165	01/11/16 MEMBER DUES	135.00*			2394 420500	335	101000
		Total for Vendor:	135.00					

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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
34410		2849 J2 BUSINESS PRODUCTS	1,916.98					
	C631234	01/07/16 CREDIT-SWR,ACCT BKS RTND	-59.04			5310 430600	210	101000
	633136	01/15/16 CRT-BNDR,TAPE,SHRDR OIL,PENS,P	96.94			1000 410360	210	101000
	633136-1	01/15/16 CRT-BINDER	18.03			1000 410360	210	101000
	633210	01/15/16 SWR-IND CRTDGS	103.98			5310 430600	210	101000
	633410	01/15/16 PD-LSR PAPER,SCALE	121.41			1000 420100	210	101000
	633440	01/15/16 FIN-TONER	93.49			1000 410500	210	101000
	633440	01/15/16 WTR-TONER	37.40			5210 430500	210	101000
	633440	01/15/16 SWR-TONER	37.40			5310 430600	210	101000
	633440	01/15/16 BLDG-TONER	9.35			2394 420500	210	101000
	633440	01/15/16 PLNG-TONER	9.35			1000 411000	210	101000
	633440	01/15/16 FD-INK CRTDGS	35.47*			1000 420400	210	101000
	C627206	01/21/16 CREDIT-FIN,CALENDAR RTND	-10.37			1000 410500	210	101000
	634346	01/25/16 FIN-NOTEBOOKS	9.06			1000 410500	210	101000
	634346	01/25/16 WTR-NOTEBOOKS	3.62			5210 430500	210	101000
	634346	01/25/16 SWR-NOTEBOOKS	3.62			5310 430600	210	101000
	634346	01/25/16 BLDG-NOTEBOOKS	0.91			2394 420500	210	101000
	634346	01/25/16 PLNG-NOTEBOOKS	0.91			1000 411000	210	101000
	634346	01/25/16 FD-INK CRTDGS	25.18*			1000 420400	210	101000
	634347	01/16/16 PD-TONER	54.00			1000 420100	210	101000
	633047	01/13/16 FAC-JANITORIAL PRODUCTS	1,257.69			1000 411200	224	101000
	633047-1	01/15/16 FAC-DEODORIZER	68.58			1000 411200	224	101000
		Total for Vendor:	1,916.98					
34411		847 JENKINS, GRADY	40.50					
		MT RURAL WATER CONFERENCE - FEB. 17-19, 2016 - GREAT FALLS, MT						
	012116	01/13/16 WTR-MEALS	20.25			5210 430500	380	101000
	012116	01/13/16 SWR-MEALS	20.25			5310 430600	380	101000
		Total for Vendor:	40.50					
34414		2867 KENT D BRUCE CO, LLC	134.80					
	1037	12/18/15 FD-MAGNETIC MIC KIT	134.80			1000 420400	220	101000
		Total for Vendor:	134.80					

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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
34415		1080 LES SCHWAB TIRE CENTER	71.94					
	00169947	01/15/16 PD-MARINE BATTERY CAR #13	71.94			1000 420100	232	101000
		Total for Vendor:	71.94					
34439		1999 MEL NORTHEY CO. INC.	1,510.00					
		LIGHT REPLACEMENT @ HIDDEN CEDAR LOOP						
	86664	12/21/15 #8571 STREET LIGHT	1,510.00			2400 430200	240	101000
		Total for Vendor:	1,510.00					
34416		631 MONTANA DEPT. OF ENVIRONMENTAL	3,932.00					
	511600141	10/02/15 COMMUNITY CONNECTION	3,932.00			5210 430500	391	101000
		Total for Vendor:	3,932.00					
34417		559 MONTANA ONE CALL CENTER	12.32					
	01152016	01/15/16 STRS-U DIG LOCATES 12/18-1/1	4.10			2500 430200	318	101000
	01152016	01/15/16 WTR-U DIG LOCATES 12/18-1/14	4.11			5210 430500	318	101000
	01152016	01/15/16 SWR-U DIG LOCATES 12/18-1/14	4.11			5310 430600	318	101000
		Total for Vendor:	12.32					
34437		52 NAPA AUTO PARTS	15.42					
	752263	01/25/16 PD-W.WASH	15.42			1000 420100	220	101000
		Total for Vendor:	15.42					
34418		520 NORCO, INC.	202.35					
	4065885101	12/07/15 SWR-OXYGEN SENSOR	165.00			5310 430600	360	101000
	4085380000	01/05/16 STRS-BOMBER JACKET,K.KING	37.35			2500 430200	226	101000
		Total for Vendor:	202.35					
34432		2168 NORTH CENTRAL LABORATORIES	54.06					
	367143	01/20/16 SWR-BUFFER SOLUTION	54.06			5310 430600	222	101000
		Total for Vendor:	54.06					
34419		2002 NORTHWEST PARTS & EQUIPMENT &	63.88					
	C220997	01/11/16 STRS-HYD HOSE,MPT,TARP STRAP	63.88			2500 430200	240	101000
		Total for Vendor:	63.88					

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
34395		2678 O'NEIL PRINTERS, INC	168.50					
	22486	01/05/16 CRT-1,500 #10 BUS ENV	168.50			1000 410360	210	101000
		Total for Vendor:	168.50					
34420		1252 OHS BODY SHOP	951.00					
	22941	11/05/15 TRAILBLAZER-FRONT END	951.00			1000 510330	519	101000
		Total for Vendor:	951.00					
34421		66 POSTMASTER	8.00					
	012216	01/19/16 CRT-BOX RENTAL INCREASE	8.00			1000 410360	310	101000
		Total for Vendor:	8.00					
34441		2620 ROBERT PECCIA AND ASSOCIATES	8,968.76					
	0000002	01/13/16 WTR-2ND AVE W RECONSTRUCT	1,883.44*			5210 430500	931	101000
	0000002	01/13/16 SWR-2ND AVE W RECONSTRUCT	7,085.32*			4040 430200	931	101000
		Total for Vendor:	8,968.76					
34433		2718 RUDY'S AUTOSOUND	150.00					
	65733	01/21/16 PD-INSTALL SOLENOID 2013 INTRC	150.00			1000 420100	361	101000
		Total for Vendor:	150.00					
34434		2868 SAPPHIRE RESOURCE CONNECTION	487.50					
	618	01/25/16 ERGONOMIC ASSMNT,REPORT	487.50			1000 410500	390	101000
		Total for Vendor:	487.50					
34423		1295 U.S. BANK - SPA LOCKBOX CM9695	38,393.82					
	012216	01/17/16 GENL-FIRE TRUCK PRINCIPAL	5,636.37			1000 490500	610	101000
	012216	01/17/16 GENL-FIRE TRUCK INTEREST	517.88*			1000 490500	620	101000
	012216	01/17/16 SWR-JETRODDER PRINCIPAL	12,576.00			5310 490500	610	101000
	012216	01/17/16 SWR-JETRODDER INTEREST	318.90*			5310 490500	620	101000
	012216	01/17/16 STRS-IMPR. PRINCIPAL	17,915.06			3020 490500	610	101000
	012216	01/17/16 STRS-IMPR. INTEREST	1,429.61*			3020 490500	620	101000
		Total for Vendor:	38,393.82					

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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
34422		246 URECO INC.	3,537.90					
	11276	01/15/16 STRS-DEICER	3,537.90			2820 430200	221	101000
		Total for Vendor:	3,537.90					
34435		1218 VERIZON WIRELESS	1,057.52					
	9758818984	01/12/16 ADMIN-CELL PHONES	10.00			1000 410400	345	101000
	9758818984	01/12/16 FINANCE	10.00			1000 410500	345	101000
	9758818984	01/12/16 FIRE	103.23			1000 420400	345	101000
	9758818984	01/12/16 FACILITIES	28.98			1000 411200	345	101000
	9758818984	01/12/16 STREETS	57.96			2500 430200	345	101000
	9758818984	01/12/16 POLICE	682.45			1000 420100	345	101000
	9758818984	01/12/16 PARKS	28.98			1000 460400	345	101000
	9758818984	01/12/16 WATER	67.96			5210 430500	345	101000
	9758818984	01/12/16 SEWER`	67.96			5310 430600	345	101000
		Total for Vendor:	1,057.52					
34424		84 WESTERN BUILDING CENTER	90.76					
	4426044	01/15/16 FD-ASSTD FASTENERS	10.68			1000 420400	220	101000
	4426119	01/15/16 FD-DRILL,BIT,BOLT,WASHER,NUT	59.62			1000 420400	220	101000
	4427037	01/25/16 FD-EYE BOLTS,ASSTD FSTNRS,NUT	7.99			1000 420400	220	101000
	4427265	01/17/16 FD-QUICK LINK,TAPE	12.47			1000 420400	220	101000
		Total for Vendor:	90.76					
34396		1325 WESTERN STATES EQUIPMENT	758.60					
		CATERPILLAR						
	170040292	01/11/16 STRS-RPR GOV CONTROL LINKAG	426.76			2500 430200	399	101000
	170133008	01/14/16 STRS-EDGE CUTTING	87.40			2500 430200	232	101000
	170133085	01/17/16 STRS-EDGE CUTTING	244.44			2500 430200	232	101000
		Total for Vendor:	758.60					
		# of Claims	47	Total:				120,604.50
		Total Electronic Claims						1,658.29
		Total Non-Electronic Claims						118946.21

Fund/Account	Amount
1000 GENERAL FUND	
101000 CASH/CASH EQUIVALENTS	\$20,160.69
2394 BUILDING CODE ENFORCEMENT FUND	
101000 CASH/CASH EQUIVALENTS	\$145.26
2400 SPECIAL LIGHTING DISTRICT FUND	
101000 CASH/CASH EQUIVALENTS	\$1,510.00
2500 SPECIAL STREET MAINTENANCE DISTRICT FUND	
101000 CASH/CASH EQUIVALENTS	\$1,374.72
2820 GAS TAX FUND	
101000 CASH/CASH EQUIVALENTS	\$3,537.90
3020 GO Street Improvements	
101000 CASH/CASH EQUIVALENTS	\$19,344.67
4020 CAPITAL PROJECTS FUND - General	
101000 CASH/CASH EQUIVALENTS	\$31,218.64
4040 CAPITAL PROJECTS FUND - Street	
101000 CASH/CASH EQUIVALENTS	\$7,085.32
5210 WATER ENTERPRISE FUND	
101000 CASH/CASH EQUIVALENTS	\$11,576.95
5310 SEWER ENTERPRISE FUND	
101000 CASH/CASH EQUIVALENTS	\$15,828.59
7120 FIRE RELIEF DISABILITY/PENSION FUND	
101000 CASH/CASH EQUIVALENTS	\$8,821.76
Total:	\$120,604.50

Council Meeting Date: Feb 1, 2016

Claims Submitted to Council: \$ 120,604.50

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 and Council:

These claims include the February intercap loan payments, totaling \$38,393.82 for the fire truck, sewer truck and street construction loans. Also, the 2016 police interceptor arrived and we are issuing a check for \$31,218.64 to Bison Ford. We will have some additional light bar, graphics, and other set up costs but we were able to take advantage of 2015 pricing for the 2016 model. This vehicle will replace the 2011 Crown Vic. We are also transferring \$8,821.76 to the Fire Relief fund for December tax collections and paying the annual Water Connection Fee to MDEQ in the amount of \$3,932.00. We are also paying RPA for Invoice 2 on the 2nd Ave. West project, \$8,968.76. That project is out for bid and the pre-bid meeting held on Jan 27th was well attended by local contractors. Please contact me should you have any questions on any of these claims.

Total for Payroll Checks

	Employee	Employer	Amount
ADDL HOURS (Additional)	0.00		670.25
COMA HOURS (Comp Time Accumulated)	0.75		0.00
HOL HOURS (Holiday Pay)	173.66		3,927.48
HOLW HOURS (Holiday Worked @ 2.5x)	49.75		2,550.89
OVER HOURS (Overtime)	25.25		770.58
OVT2 HOURS (STEP SHIFT B)	4.00		2.10
OVRTD HOURS (STEP overtime)	4.00		125.04
REG HOURS (Regular Time)	1,946.75		43,791.87
SHF1 HOURS (Shift Diff B)	229.50		80.33
SHF2 HOURS (Shift diff C)	199.75		139.83
SHFG HOURS (B HolW Shift Diff)	15.25		13.35
SHFH HOURS (C HolW Shift Diff)	14.25		24.94
SICK HOURS (Sick Time)	31.00		637.32
VACA HOURS (Vacation Time Used)	42.25		933.25
VOLN HOURS (Volunteer Fireman)	25.00		1,250.00
GROSS PAY	53,667.23	0.00	
NET PAY	35,924.55	0.00	
NET PAY (CHECKS)	2,224.23		
NET PAY (DIRECT DEPOSIT)	33,700.32		
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	4,496.41	0.00	
FLEX ALLEGIANCE	689.00	24.75	
HEALTHINS/PRE	1,961.68	11,401.37	
MEDICARE	751.01	751.01	
MPEA DUES	95.00	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.	2,347.24	2,457.15	
PERS/FURS	259.36	348.07	
PERS/POLICE	1,536.81	2,460.58	
SIT	2,102.00	0.00	
SOCIAL SECURITY	1,909.86	1,909.86	
TEAMSTERS DUES	192.00	0.00	
TEAMSTERS INIT	100.00	0.00	
UNEMPL. INSUR.	0.00	235.20	
UNUM LIFE INS.	104.19	0.00	
WHITEFISH CREDI	25.00	0.00	
WORKERS' COMP	0.00	2,321.27	
FIRST CITIZENS	806.28	0.00	
FREEDOM BANK	1,198.38	0.00	
GLACIER BANK/CF	11,003.01	0.00	
GLACIER BANK/WF	2,610.82	0.00	
PARKSIDE CR U	8,109.60	0.00	
US BANK-	1,434.72	0.00	

Jan 29, 2016
Payroll
\$ 61,139.98
Bob Stalord

WELLS FARGO	3,691.85	0.00
WFISH CR UNION	4,845.66	0.00
FIT/SIT BASE	45,949.55	0.00
MEDICARE BASE	51,792.33	0.00
PERS BASE	49,211.21	0.00
SOC SEC BASE	30,804.40	0.00
UN BASE	52,267.23	0.00
WC BASE	53,372.82	0.00

Total 22,848.63
Total Payroll Expense (Gross Pay + Employer Contributions): 76,515.86
Payroll Register + Volunteer Payroll Register = Payroll Summary

Check Summary

Payroll Checks Prev. Out.	\$51,988.30
Payroll Checks Issued	\$5,396.55
Payroll Checks Redeemed	\$51,964.06
Payroll Checks Outstanding	\$5,420.79
Electronic Checks	\$55,743.43

Deductions Accrued	Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
Social Security		3819.72		212260
Medicare		1502.02		212260
P.E.R.S.		4804.39		212270
Unempl. Insur.	466.11		701.31	212210
Workers' Comp	4561.99		6883.26	212220
FIT		4496.41		212260
SIT		2102.00		212260
AFLAC-PRETAX	163.60	327.19		212230
NATIONWIDE/EMP		760.00		212280
Teamsters dues	192.00	384.00		212310
MPEA Dues	99.50	194.50		212320
Whitefish credi		25.00		212350
PERS/Police		3997.39		212240
TEAMSTERS INIT	100.00	200.00		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	13363.05		26726.10	212400
CITY OF COLUMBI		25.00		212450
UNUM LIFE INS.	104.19		208.38	212400
FLEX ALLEGIANCE		713.75		212285
CHILD SUPPORT		107.57		212330
Total Ded.	19143.17	25215.43	34519.05	

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

**CITY OF COLUMBIA FALLS
MINUTES OF THE REGULAR MEETING
HELD JANUARY 19, 2016**

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, Fisher, Lovering and Piper

ABSENT: None

ROLL CALL

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

Pledge of Allegiance

PLEDGE

APPROVAL OF AGENDA:

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

**AGENDA
APPROVAL**

VISITORS/PUBLIC COMMENTS

None.

**VISITOR/PUBLIC
COMMENT**

CONSENT AGENDA:

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

**CONSENT
AGENDA
APPROVAL**

- A. Approval of Claims - \$ 62,465.22 - January 19, 2016
- B. Approval of Payroll Claims - \$ 17,565.47 - December 31, 2015
Quarterlies
Approval of Payroll Claims - \$ 86,999.06 - January 15, 2016
- C. Approval of Regular Meeting Minutes - January 4, 2016
- D. Approval of Cancellation of Outstanding Checks
- E. Acceptance of Autozone Water and Sewer Infrastructure
- F. Approval of Subdivision Improvement Agreement, Randy Jones
Construction, 2 Diane Road and authorize City Manager to sign.

PUBLIC HEARINGS/NOTICES

None.

**NOTICE OF
PUBLIC HEARING**

UNFINISHED BUSINESS

None.

**UNFINISHED
BUSINESS**

**CITY OF COLUMBIA FALLS
MINUTES OF THE REGULAR MEETING
HELD JANUARY 19, 2016**

NEW BUSINESS:

A. Approve Preliminary Plat Approval of Vista North Subdivision

City Planner Mulcahy presented staff report CPP-15-01. Mulcahy reported that as a minor subdivision, this project only comes to Council for approval and not through the Planning Board. Mulcahy reviewed the conditions for approval and recommended approval of the minor subdivision with a variance to the subdivision regulations requiring pedestrian paths or sidewalks along the public roadways, Highway 40 and Halfmoon Road. Mulcahy noted that there are no other sidewalks in the area and they would not serve the public.

**NEW BUSINESS
Preliminary Plat of
Vista North
Subdivision**

Mayor Barnhart asked when it comes to building projects in the subdivision, are they subject to our building specifications. Mulcahy said no, they are not subject to the large or small building standards as the property is un-zoned. Mayor Barnhart asked would they have to request a zone change. Mulcahy replied yes.

Councilman Shepard motioned to approve staff report CPP-15-01 as findings of fact, approving the variance to the subdivision regulations, eliminating the sidewalk requirement, second by Councilman Lovering with Council voting as follows. AYES: Petersen, Piper, Shepard, Fisher, Karper, Lovering and Barnhart. NOES: None. ABSENT: None.

Councilman Fisher motioned to approve the Preliminary Plat of Vista North Subdivision, second by Councilman Shepard with Council voting as follows. AYES: Piper, Shepard, Fisher, Karper, Lovering, Petersen and Barnhart. NOES: None. ABSENT: None.

B. Call for Bids – 2nd Ave. West Reconstruction Project

City Manager said as previously discussed we are calling for bids to reconstruct 2nd Avenue West by Cedar Creek Lodge and Conference Center. The goal would be to start the project on March 7th, 2016 and an end date of April 21, 2016 depending on asphalt plant opening. A pre-bid conference will be held at City Hall at 11:00 Wednesday, January 27th, 2016. Those interested in bidding the project should plan on attending this meeting.

**CALL FOR BIDS-
2nd Ave West**

Councilman Shepard made motion to approve the call for bids on the 2nd Avenue West street project, second by Councilman Fisher and the motion carried.

Councilman Shepard said he is interested to see where the bids come in. Mayor Barnhart asked what other paving projects the city is looking at. Nicosia said we have our list of priorities which includes 8th Street E and 1st

**CITY OF COLUMBIA FALLS
MINUTES OF THE REGULAR MEETING
HELD JANUARY 19, 2016**

Ave. East adjacent to commercial development, along other priority areas.

ORDINANCES/RESOLUTIONS:

A. Resolution #1719 - A Resolution of the City Council of Columbia Falls, Montana Conditionally Approving the Preliminary Plat of Vista North Subdivision, a Three Lot Minor Subdivision, Described as Tract 4B, in the Southeast Quarter of the Southeast Quarter of Section 11, Township 30 North, Range 21 West, P.M.M., Flathead County, Montana.

**ORDINANCE
#1719-Approval of
Preliminary Plat of
Vista North
Subdivision**

Councilman Petersen motioned to adopt Resolution #1719, second by Councilman Karper with Council voting as follows. AYES: Shepard, Fisher, Karper, Lovering, Petersen, Piper and Barnhart. NOES: None
ABSENT: None

REPORTS/BUSINESS FROM MAYOR & COUNCIL:

Councilman Fisher said he is making beer at the Backslope Brewery and finishing up construction on the building. Fisher reported in the next couple weeks they should have an actual opening date.

Councilman Lovering asked Nicosia if she had received a letter from Glacier Parks Superintendent in support for the dark skies program. Nicosia said nothing has been received as of yet.

Councilman Shepard said the second round of snow removal caused some difficulty with some of the seasoned citizens, as some driveways were blocked in.

Mayor Barnhart said the lights on the Shay Engine are back on. Mayor said he appreciates the lights are up and asked if we could have someone arrange them a little better next time. Mayor wanted to make sure that in the budget this year we consider paving the fire hall on the west corner where they have been piling snow. Mayor said with the action up Nucleus perhaps the city should consider alley maintenance in the CB4 district. It may behoove us to maintain the alleys or have some sort of a plan. Nicosia said it was in the improvement plan.

Councilman Shepard said it was an interesting meeting/training last week with the Planning and Council. Mayor said he thought it was also very informative. Shepard asked how detailed are we doing our meeting minutes, we have had complaints that we don't have detailed minutes. Nicosia said we do not do verbatim minutes; there are statutory requirements on minutes. Nicosia said the City Clerk prepares the minutes and she then reviews them for compliance.

**REPORTS FROM
MAYOR AND
COUNCIL**

REPORTS/BUSINESS FROM CITY ATTORNEY:

None.

**REPORT FROM
CITY ATTORNEY**

**CITY OF COLUMBIA FALLS
MINUTES OF THE REGULAR MEETING
HELD JANUARY 19, 2016**

CITY MANAGER:

The Mayor and I met with Mr. Ruis on Saturday and they moved the electric vault and lines onto their property. FEC will not run their main wire until there is an easement from the City which will need council approval. Mayor Barnhart asked if we can verify the vault has been moved. Nicosia said Public Work Director Jenkins has verified.

**CITY MANAGER
REPORT**

Councilman Shepard motioned to approve City Manager Nicosia to sign the said easement with FEC for the power line along 4th Ave. West, second by Councilman Fisher with Council voting as follows. AYES: Fisher, Karper, Lovering, Petersen, Piper, Shepard and Barnhart. NOES: None. ABSENT: None.

Nicosia said she received a letter today from the Columbia Falls Farmers Market that they have moved their market to the Eagles Nest on Highway 2. The Market will begin on May 12, 2016 through September 15, 2016.

Nicosia said she and Councilman Petersen attended the Chamber Economic Development meeting this morning, where they were going to continue the discussion on the main street program. They will continue working with the business community to determine the interest. Nicosia noted that the City can also take advantage of other programs before becoming a main street participant.

Nicosia said she received correspondence from Steve Thompson and they are starting the North Valley Climate Solutions Cooperative, similar to the Missoula Climate Smart project. They want to know if Columbia Falls is interested in joining this cooperative. They are following the Climate Smart Missoula project. There is a meeting on Monday Feb 1, 2016, at 3:00 p.m. in Whitefish. Nicosia asked as a council how you would like to proceed with this. Mayor Barnhart said he read through a portion of the correspondence. Nicosia said she would send out a reminder as the meeting date approached.

Parks Committee meeting is January 25, 2016, in the Council Chambers. Topics of discussion will be the Red Bridge Park, Fish Wildlife and Parks on the pond, Horine Park playground improvements. Additionally, the other item up for discussion will be do we want to initiate a special permit for alcohol in City parks for special events. O'Brien has inquired about a Brew Fest in the park as well as other requests. The parks committee will gather the information and bring them forward to council.

There is a CFAC Community Panel Liaison meeting this week January 21, 2016 at the High School.

A. INFORMATIONAL CORRESPONDENCE - List available for Review

**CITY OF COLUMBIA FALLS
MINUTES OF THE REGULAR MEETING
HELD JANUARY 19, 2016**

B. Reports:

- a. Finance - December
- b. Police - December
- c. Court - Oct - Dec. 2015

**CORRESPON-
DENCE**

ADJOURN: Upon motion duly made by Councilman Shepard and seconded by Councilman Fisher, meeting adjourned at 8:02 p.m.

ADJOURN

Mayor

ATTEST:

City Clerk

APPROVED BY COUNCIL ACTION: February 1, 2016

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

AGREEMENT

THIS AGREEMENT, made and entered into this day of September 30, 2014, by and between **Chelsea Sellers** a married couple, of **1313 4th Avenue West, Columbia Falls, MT 59912,** hereinafter OWNER and CITY OF COLUMBIA FALLS, a municipal corporation of 130 Sixth Street West, Columbia Falls, Montana 59912, hereinafter "City",

WHEREAS, by Municipal Code Sec. 13.04.175 (Water) and Chapter 13.12 (Sewer), the City has adopted Plant Investment Fees;

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

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

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

1. OWNER shall pay to City its Plant Investment Fee according to the terms and conditions set forth on Exhibit "A" attached hereto and incorporated herein.
2. The first payment by OWNER has been with OWNER's Connection Application, which includes an administrative fee.
3. Interest shall be paid by OWNER pursuant to the formula set forth on Exhibit "A".
4. If OWNER fails to make payment, the service to the property shall be terminated ten (10) days after written notice, and the full amount of the outstanding principal and interest shall be paid in full prior to reestablishment of the service.
5. The parties agree that should any action be commenced to enforce, modify, or interpret any provision contained herein, the Court as a cost of suit shall award reasonable attorney's fees to the successful party.
6. The rights and responsibilities described in this instrument shall run with the land and shall be binding and inure to the benefit of the parties to this agreement, their respective heirs, successors, or assigns.

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

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

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

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

Legal description of property:

LENONVILLE, S17, T30 N, R20 W, BLOCK 1, Lot 3, PTN, ASSR# 0000309350

CITY OF COLUMBIA FALLS

By: _____

Susan M. Nicosia

Its: City Manager

OWNER:

By: _____

Chelsea Sellers

Notary Public's Signature

Vickie R. Ott

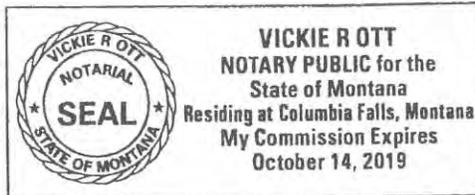
Printed Name Vickie R. Ott

Notary Public for the State of MT

County: Flathead

Residing in: Columbia Falls

My Commission Expires 10-14-2019



City of Columbia Falls

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 20 day of January 2016,
by and between the CITY OF COLUMBIA FALLS of Flathead County, Montana, Party of
the First Part and hereinafter referred to as the CITY, and

Chris + Debbie Karlberg

(Name of Developer)

a CandD Auto Parts Inc DBA Napa of CFalls

(Individual, Company or Corporation)

located at 628 9th St. W. CFalls, MT 59912

(Street Address/P. O. Box)

(City, County, State, Zip)

Party of the Second Part and hereinafter referred to as DEVELOPER.

WITNESSETH:

THAT WHEREAS, the Developer is the owner and developer of a new subdivision known
as NA

(Name of Subdivision)

located at _____ and,

(Location of Subdivision)

WHEREAS, the City has conditioned its approval of the final plat of this subdivision upon
the conditions as set forth in the Preliminary Plat of the Subdivision being completed and all
improvements, as cited in "Exhibit A" have not been completed at this time, and the
Developer wishes to bond for the completion of those improvements set forth in "Exhibit A";
and

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

WHEREAS, the estimated total cost of construction of said improvements is the sum of

\$ 10,937.00

(in numbers)

Ten thousand nine hundred thirty seven and 00/100

(in words)

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

1. The Developer shall deposit as collateral with the city a Letter of Credit, or other
acceptable collateral as determined by the city council of Columbia Falls, in the
amount of \$ 13,671.25. Said Letter of Credit or other collateral shall
have an expiration date of at least sixty (60) days following the date set for
completion of the improvements, certifying the following:
 - a. That the creditor guarantees funds in the full amount of (same as the amount
listed above), being the estimated cost of completing the required
improvements in (specifically naming the subdivision same as listed herein).

City of Columbia Falls

- b. That if the Developer fails to complete the specified improvements within the required period, the creditor will pay to the City immediately, and without further action, such funds as are necessary to finance the completion of those improvements up to the limit of credit stated in the letter;
2. That said required improvements shall be fully completed by June 1st, 2016.
3. That upon completion of the required improvements, the Developer shall cause to be filed with the city a statement certifying that:
 - a. All required improvements are complete;
 - b. That the improvements are in compliance with the minimum standards specified by the city for their construction and that the Developer warrants said improvements against any and all defects for a period of one (1) year from the date of acceptance of the completion of those improvements by the City;
 - c. That the Developer knows of no defects in those improvements;
 - d. That these improvements are free and clear of any encumbrances or liens;
 - e. That a schedule of actual construction costs has been filed with the City; and,
 - f. All applicable fees and surcharges have been paid.
4. The Developer shall cause to be filed with the city copies of final plans, profiles, grades and specifications of said improvements, with the certification of the registered professional engineer responsible for their preparation that all required improvements have been installed in conformance with said specifications.

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

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

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

City of Columbia Falls

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

Napa Auto Parts of CFalls
(Name of Subdivision/Developer/Firm)

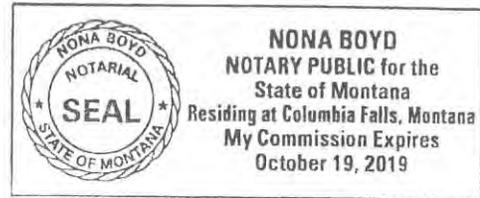
By Debbie Karlberg
Owner
(Title)

STATE OF MONTANA
COUNTY OF Flathead

On this 20 day of Jan, 2016, before me, a Notary Public for the State of Montana, personally appeared Debbie Karlberg, known to me to be the owner of Napa Auto Part - CF, whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same.

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

Nona Boyd
Notary Public for the State of Montana
Residing at Columbia Falls
My Commission Expires Oct. 19, 2019



CITY OF COLUMBIA FALLS

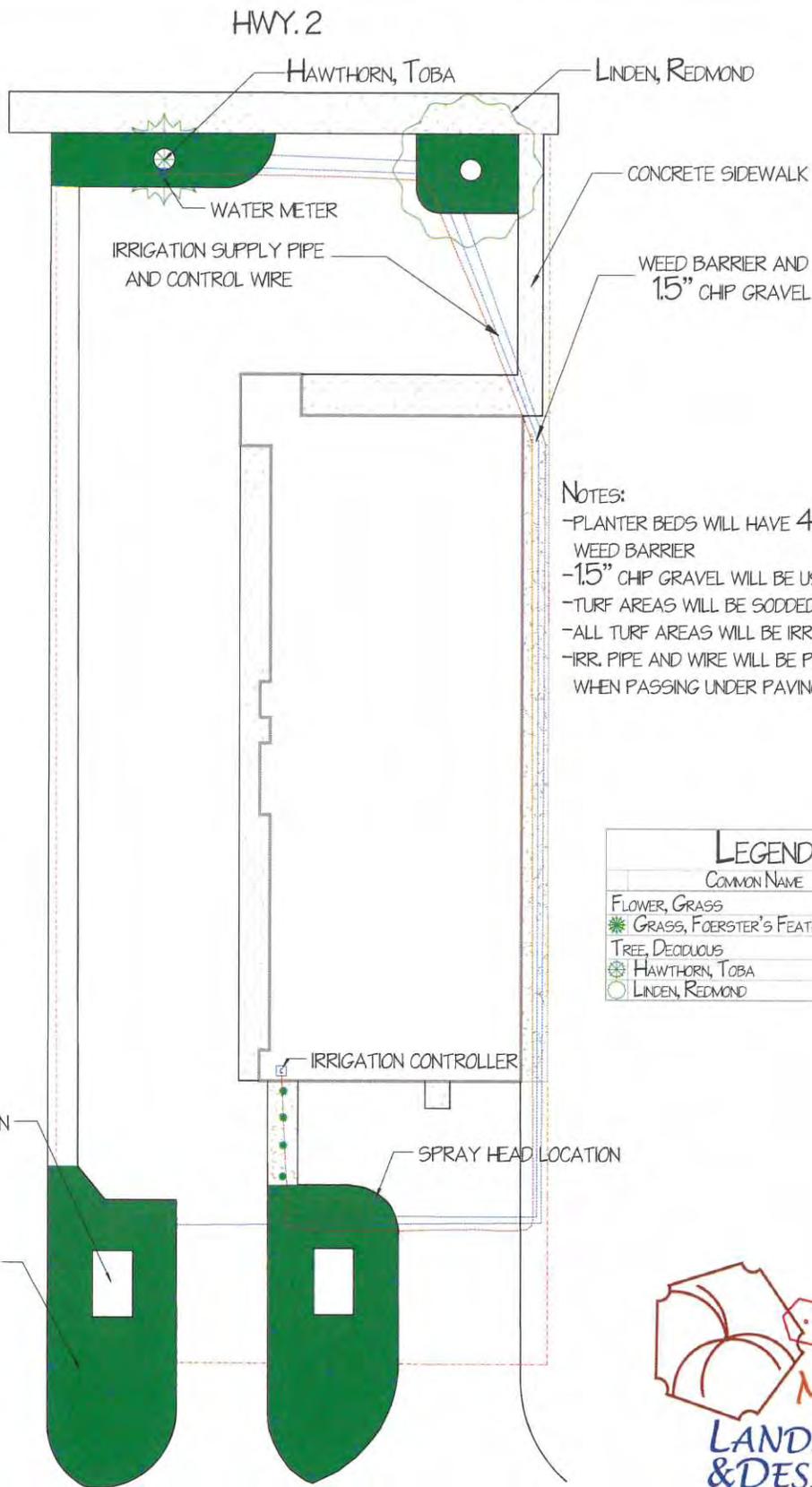
ATTEST:

By: _____
City Manager

By: _____
City Clerk

EXHIBIT A: Conditions of approval as fixed to the preliminary plat by the City Council of Columbia Falls.

EXHIBIT B: This agreement specifically includes the following improvements, their projected construction completion date and estimated construction costs.



Revision #:

Date: 10/27/2015

Scale:

1" = 10'



Landscape Plan:

Napa - Columbia Falls

Landscape Design by: Eric Gardner

M&M Landscaping & Design Inc.



Prepared By:
Eric Gardner
M&M Landscaping Design Inc.
PO Box 5589
Kalispell, MT 59901
406-253-8936

Napa - Kramer Enterprises 12/11/2015

Highway 2 East
Columbia Falls, Montana

Grading and Sitework

3" conduit and fittings	budget - 265 l.f.	\$252
Top soil	56 c.y.	\$1,456
Haulouts	2 ea.	\$170
Labor and equipment		\$1,785

Sub-total \$3,663

*includes grading all planters and turf areas with topsoil, clearing any debris or extra fill from landscape areas
*includes installing conduit for irrigation in areas where irrigation passes under paving or sidewalks
*conduit trenches will be compacted during backfill

Planter Beds (North and South)

Weed barrier	60 s.f.	\$15
Aluminum edging	2 ea.	\$70
Bedding plant material	budget	\$36
Toba Hawthorn	1 ea. - 1.25" 15 gal.	\$130
Redmond Linden	1 ea. - 1.25" 15 gal.	\$130
Potting soil	2 bags	\$16
1.5" washed chip gravel	3 c.y.	\$87
Labor and equipment		\$630

Sub-total \$1,114

*includes building planters as shown in drawing dated 10/27/2015 - small planter on south side and rings around trees

Turf Areas

Seed	20 lbs.	\$60
Labor and equipment		\$1,050

Sub-total \$1,110

*includes seeding all turf areas around retention basins and around boulevard trees

East of Building Area

Weed barrier	750 s.f.	\$188
1.5" washed chip gravel	12 c.y.	\$348
Labor and equipment		\$760

Sub-total \$1,296

*includes installing weed barrier and 1.5" chip gravel along east side of building

Irrigation

Irrigation materials	materials cost	\$1,655
Labor and equipment		\$2,100

Sub-total \$3,755

*includes building an irrigation system for turf areas, a separate water meter will supply the irrigation system - meter and curb-stop are not M&M's responsibility

Total \$10,937

Request for Records Disposal or Transfer Authorization

RM60

ENTITY: Columbia Falls City Court of Record	PHONE: (406)892-4340	E-MAIL: AThompson@mt.gov
CONTACT: Alison Thompson		
ADDRESS: PO Box 2735, Columbia Falls, MT 59912		DISPOSAL NUMBER:

E-MAIL COMPLETED FORM TO: SOSLocalGovtRecCom@mt.gov OR Mail to the Local Government Records Committee, c/o Department of Administration-Local Government Services, P.O. Box 200547, Helena, MT 59620-0547

***Confidential:** The local government entity must determine if records are confidential or sensitive and mark accordingly.

Schedule #	Item #	Page #	Description of Records (Include description from schedule along with the case # or other identifying information pertinent to your office)	Inclusive Dates		Confidential *	10 Year Rule	Disposal Approval (Committee only)		Agency Comments	Audit History or Committee Comments
				MONTH AND YEAR				Yes	No		
				From	To						
4	4		Example: Bank Statements	10/2001	10/2002		X	X			
8	32	MR13	Example: Commission Records-Minutes	01/1950	10/1990		X	X		Microfilmed	
12	41e		Example: Marriage Licenses	08/1907	09/1972		X		X		
10	1.2	5	Court Calendar	1/13	12/13	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	2 years	
10	1.3A	6	Jury List	1/15	12/15	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	superseded	
10	1.3B	6	Jury Questionnaires	1/15	12/15	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	superseded	
10	1.3C	6	List of all jury trials for a year	1/15	12/15	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	next jury year	
10	1.3D	6	list of individual jurors called for an individual trial	1/15	12/15	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	next jury year	
10	3.1J	9	Parking Offenses	1/1/10	12/31/10	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	5 years	
10	3.1K	9	Closed criminal cases excluding those that have to be retained for 75 years (misdemeanors)	1/1/05	12/31/05	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10 years	
10	4.1A	10	Civil -- closed cases	1/1/05	12/31/05	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10 years	
10	4.1B	10	Orders of Protection, Denied, Dismissed, Expired	1/1/05	12/31/05	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10 years	
10	4.1C	10	Civil Infractions(city Ordinance	1/1/05	12/31/	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	10 years	

					05						
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
						<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

In accordance with 2-6-1202, 7-5-2132, 7-5-4124 and 20-1-212 and upon the order of the governing body, we the undersigned affirm the records listed on this disposal request are not subject to any litigation, legal or regulatory hold, and any financial records listed have been audited. See Notification on Central Registry (Ten Year Rule) below.

Authorized Local Government Representative: Name: Signature:	Date:	Phone: ()
Records Custodian: Name: <i>Alison Thompson</i> Signature: <i>Alin Trout</i>	Date: <i>1-6-16</i>	Phone: <i>(406) 892-4340</i>

LOCAL GOVERNMENT SUBCOMMITTEE SIGNATURES REQUIRED FOR DISPOSAL APPROVAL

Department of Administration Committee Member: Name: Signature:	Date:
Montana Historical Society Committee Member: Name: Signature:	Date:
Local Government Committee Member: Name: Signature:	Date:

NOTIFICATION ON CENTRAL REGISTRY

Per MCA 2-6-1205, public records listed on this form that more than ten (10) years old and are approved for disposal may not be destroyed until they have been listed on a central registry and offered to various agencies and the public for 60 days.

Request for Records Disposal or Transfer Authorization have been listed on the central registry. Completed by Name: _____ Signature: _____	Unclaimed records may be disposed 60 days after this date:
---	---

TEN YEAR RULE:
 Public records more than ten (10) years old approved for destruction may not be destroyed for 60 days after the date listed on the central registry.

Certificate of Transfer/Destruction/Disposition Comments

--

I hereby attest that I have destroyed, transferred or retained records as designated by the Local Government Subcommittee. If transferred, I have noted in the "Comments" field above, the entity to which the records have been relocated.

Name:

Title:

Date:

Signature:

Request for Records Disposal or Transfer Authorization

RM60

ENTITY: Columbia Falls City Court of Record	PHONE: (406)892-4340	E-MAIL: AThompson@mt.gov
CONTACT: Alison Thompson		
ADDRESS: PO Box 2735, Columbia Falls, MT 59912		DISPOSAL NUMBER:

E-MAIL COMPLETED FORM TO: SOSLocalGovtRecCom@mt.gov OR Mail to the Local Government Records Committee, c/o Department of Administration-Local Government Services, P.O. Box 200547, Helena, MT 59620-0547

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Schedule #	Item #	Page #	Description of Records (Include description from schedule along with the case # or other identifying information pertinent to your office)	Inclusive Dates		* Confidential	10 Year Rule	Disposal Approval (Committee only)		Agency Comments	Audit History or Committee Comments
				MONTH AND YEAR				Yes	No		
				From	To						
4	4		Example: Bank Statements	10/2001	10/2002		X	X			
8	32	MR13	Example: Commission Records-Minutes	01/1950	10/1990		X	X		Microfilmed	
12	41e		Example: Marriage Licenses	08/1907	09/1972		X		X		
10	2.1 B	6	Bank Statements	7/1/06	6/30/07	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Audit + 7 years	
10	2.1 B	6	Check stubs for trust account	7/1/06	6/30/07	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Audit + 7 years	
10	2.1 F	6	Cash Receipts (bond receipts from CFPD)	7/1/06	6/30/07	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Audit + 7 years	
10	2.1 F	6	Cash Receipts	7/1/06	6/30/07	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Audit + 7 years	
10	2.1 K	6	Trust/time pay disbursements reports	7/1/06	6/30/07	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Audit + 7 years	
10	2.1 G	6	Daily Cash Balance Record	7/1/06	6/30/07	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Audit + 7 years	
10	2.1 J	6	Reconciliation Report	7/1/06	6/30/07	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Audit + 7 years	
10	2.1 L	6	Time payment ledger & files	7/1/06	6/30/07	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Audit + 7 years	

Public records more than ten (10) years old approved for destruction may not be destroyed for 60 days after the date listed on the central registry.

Certificate of Transfer/Destruction/Disposition Comments

I hereby attest that I have destroyed, transferred or retained records as designated by the Local Government Subcommittee. If transferred, I have noted in the "Comments" field above, the entity to which the records have been relocated.

Name:

Title:

Date:

Signature:



MEMORANDUM
From Columbia Falls City Court of Record
Judge Susan I. Gordon

To: Honorable Mayor Barnhart and City Council Members
Re: Judges Vacation
Date: 1/27/16

According to §7-4-4111 MCA I respectfully request consent from the council to be absent for more than 10 days to take my vacation soon to be coming up. (March 16 work days) My absence will be covered by the Substitute Judge according to state law. The Lead Clerk will handle the business of the day and all Law Enforcement will be notified as to what to do in the event of a Search Warrant or Order of Protection or any other Warrants deemed necessary.

Thank you in advance for your consideration.

Sincerely

A handwritten signature in black ink, appearing to read "Susan Gordon", with a long horizontal flourish extending to the right.

Judge Susan (Tina) Gordon





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

PHONE (406) 892-4391

FAX (406) 892-4413

January 28, 2016

To: Mayor & Council

From: City Manager Nicosia

A handwritten signature in blue ink, appearing to read "Susan".

RE: Experience Works Agreement

I recommend approval authorizing the City's participation in the Experience Works "Senior Community Service Employment Program." Some of you may recall when this program was referred to as the "Green Thumb" program. I have included a summary of the program information. At this time, Experience Works has an individual that could work in the City Court. I recommend approval of using volunteer SCESP labor subject to the following:

1. The duties performed by the volunteer relieve the Court Clerks to perform other necessary/higher level tasks.
2. The duties performed by the volunteer are necessary for routine and regular Court function.
3. The volunteer's training and performance of duties does not result in additional work time for the Court Clerks.
4. There is no expectation of replacing the volunteer hours with a paid position at the completion of the program.

Based on current budget and resources, the City could not justify additional court room clerical staffing. This approval meets the SCSEP criteria as it provides additional staffing that would not otherwise occur and it provides retired participants the ability to maintain current skills and obtain on the job training.

The Senior Community Service Employment Program

About the Program

The Senior Community Service Employment Program (SCSEP) is a federal program authorized under the Older Americans Act and funded through Congressional appropriations. The SCSEP assists low-income, unemployed people 55 years of age or older who meet specific income and residence eligibility requirements. As stated in the Older Americans Act, the “purpose of the SCSEP is to foster individual economic self-sufficiency, promote useful, part-time training opportunities in meaningful community service assignments, and increase the number of older persons who may obtain unsubsidized employment in the public or the private sector.”

A Dual Mission

The SCSEP has a dual mission – community service and employment. For clients, it is a short-term time limited program that serves as a bridge to opportunities for individuals who need assistance updating their skills for the 21st century workforce. Through the various aspects of the program, Experience Works help clients determine their training, employment and personal goals, help them develop a plan on how they will achieve those goals, and identify services and supports they may need to be successful. Clients receive the minimum wage for the time they are assigned or in training – typically around 20 hours per week. We work closely with clients to determine how they can successfully transition off the program to a job in their local community. To that end, we develop job options for our clients by communicating with employers to learn about their current and future job openings and we marketing the advantages of an intergenerational workforce where the skills and positive attributes of older individuals contribute to the business’ success.

The second part of the mission – community service – is what makes the SCSEP unique among other employment and training programs. Community service partners known as host agencies join with us to identify the roles and responsibilities at their agencies they need to provide, but don’t have the staff resources. Through the SCSEP clients who would have goals that require skills and experience that match agency’s needs, are assigned to acquire those skills, receive supervision, and gain experience while performing duties. While clients learn new skills, build confidence and become provide valuable services on their assignment under the supervision of their Host Agency supervisor, Experience Works pays their wages and associated payroll benefits. The host agencies where clients are assigned benefit from the services they provide and increase their ability to deliver community services. The opportunity to collaborate with community partners to enhance services in local areas by providing older workers with the chance to use their lifetime of wisdom and work ethic is one of the great hallmarks of the SCSEP and why it has been such a popular program throughout its 50 year history.

Partner with Experience Works

A Win-Win for Community Service Partners! Public and nonprofit organizations benefit from an expanded workforce that enables them to enhance their services and operations

through partnerships with the Experience Works Senior Community Service Employment Program (SCSEP). Participants typically perform a variety of tasks that would otherwise not be accomplished because of lack of funding.

Examples of participant assignments include performing clerical duties at nonprofits, sorting donations at food banks, keeping parks clean and assisting at recycling centers, preparing meals and recreation for older individuals and youth, assisting in classrooms and libraries - and much more. The Experience Works SCSEP pays the wages to participants assigned to these agencies.

If your organization would like to partner with us, [click here to contact a local Experience Works office](#)

Montana

Experience Works offers employment training services through the Senior Community Service Employment Program (SCSEP) to low-income older workers in 51 counties in Montana. Experience Works partners with local 501 (c)(3) not-for-profit agencies in each of the counties we serve as training sites for participants. Experience Works also actively collaborate with local and public employers to create permanent employment opportunities for older workers who want to re-enter the workforce.

Please contact the Montana state office to learn more about Experience Works programs and services. **Experience Works counties are shown in color.**

State Office

(406) 652-3688
(877) 314-4211 – Toll Free
(406) 652-1733 - Fax
Send an email to the Montana office
927 Broadwater Square
Billings, MT 59101

State Program Manager

Michael Myers
michael_myers@experienceworks.org
(406) 652-3688



JobReady Assessment and IEP Signature Page

Participant's Printed Name: _____ PID: _____

State: _____ County: _____

Instructions: Use this page when eSignature is not used in JobReady. This signature page documents the Initial Assessment, Individual Employment Plan, and all Re-assessments residing in the JobReady system. Signatures are required to certify JobReady assessments, IEPs and Re-assessments.

Initial Assessment Certification

We hereby certify that an Experience Works representative assessed the skills and interests of the named participant in cooperation with the participant during the initial intake process. (Both signatures are required when the Initial Assessment is completed.)

Participant Signature	Printed Name	Date
Experience Works Rep. Signature	Printed Name	Title and Date

Individual Employment Plan – Participant Certification

This Individual Employment Plan has been developed jointly with Experience Works to reflect my training and employment needs. I agree to cooperate with Experience Works to the best of my ability to achieve the employment goal we established. I further agree to inform Experience Works of any situation that may affect my progress toward accomplishing this goal. If I fail to comply with my Training Plan without reasonable cause, I understand that my actions may be subject to disciplinary action up to and including termination. (At a minimum, the participant and Experience Works representative must sign and date this form.)

Participant Signature	Printed Name	Date
Experience Works Rep. Signature	Printed Name	Title and Date
Host Agency Supervisor's Signature	Printed Name	Title and Date

Re-Assessment Certification

We hereby certify that the named participant's training plan was re-assessed by an Experience Works representative in cooperation with the participant and is documented on the Individual Employment Plan. (Both signatures are required when a Re-assessment is done.)

Participant Signature	Printed Name	Date
Experience Works Rep. Signature	Printed Name	Title and Date

Name of Host Agency		Host Agency Type <input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local <input type="checkbox"/> 501(c)(3)	
Mailing Address	City	State	Zip
Physical Address	City	State	Zip
Telephone	Fax	Email	FEIN

- A. PURPOSE:** Host Agency and Experience Works enter into this Agreement for the purpose of joint engagement in the Senior Community Service Employment Program (SCSEP), under which a participant receives training in a community service assignment while actively pursuing unsubsidized employment outside of SCSEP. Host Agency agrees to provide meaningful training and work experience to SCSEP participant(s) in exchange for federally subsidized hours of participant(s) assigned to Host Agency by Experience Works for community service. Host Agency further agrees to support SCSEP objectives and will consider hiring participant(s) in permanent employment position(s), if a vacancy arises. Host Agency acknowledges that Experience Works may reassign participant(s) at any time in accordance with SCSEP rules, regulations, and policies.
- B. HOST AGENCY RESPONSIBILITIES:** Host Agency specifically agrees to:
- 1. Training Assignment:** Provide training and direct supervision to participant(s) during community service assignments commensurate with his/her assessed abilities and skills. Assist Experience Works in developing training for participant(s). A description of assignment, duties, responsibilities, and training schedule, including hours per week, timeline and anticipated completion date shall be attached and incorporated herein. Coordinate any changes in training duties or responsibilities with Experience Works. All participants must be trained at the host agency's worksite; no participant may work from home. Training assignments must be approved and authorized by Experience Works before the participant(s) starts the assignment.
 - 2. Schedule and Authorized Hours:** Assure participant schedule(s) complies with number of hours authorized and specified in participant training assignment. The participant(s) is normally permitted to train 18 to 20 hours per week, unless more or less hours are authorized in advance by Experience Works. Host Agency shall not permit participant(s) to perform community service for any hours not in accordance with those expressly authorized by Experience Works or to volunteer hours. In the event that the Host Agency permits participant(s) to perform community service exceeding authorized hours, or to return to community service training assignment after being on Leave without Pay (LWOP) for more than thirty (30) days without prior authorization from Experience Works or past the participant's termination date, Host Agency shall compensate participant(s) for such time. Host Agency understands that to be eligible for SCSEP, participant(s) must be unemployed; therefore, Host Agency agrees and shall not place participant(s) on its payroll except upon permanent employment. To the extent permitted by applicable law, Host Agency agrees to release Experience Works from liability for all wages, conduct, occurrences, or injuries that occur either on Host Agency premises or in connection with the Host Agency but are outside of authorized participant schedule(s) or scope of training assignment.
 - 3. Training and Performance Evaluations:** Provide participant(s) with orientation, day-to-day direct supervision, instruction, and training at no cost to Experience Works (other than for subsidized hours performed by participant(s)). Follow policies, procedures, and practices established by Experience Works for the operation of SCSEP, including those in SCSEP Calendar Handbook, as well as any applicable SCSEP regulations. Meet with Experience Works representatives at least twice annually to discuss participant(s) performance and Host Agency responsibilities. Immediately report participant performance problems, failure to follow training schedule, leave without pay (LWOP) or unexcused absence, and any other similar matters. Immediately notify Experience Works of change of Host Agency participant supervisor.
 - 4. Time, Attendance and Supervision/In-kind Reporting:** The Host Agency supervisor is responsible for the accuracy of the final time sheet's reported hours and signatures and for faxing or mailing the time sheet timely to Experience Works. Participant(s) and Host Agency supervisor must initial corrections to time sheets and sign the time sheet(s) in ink. The Host Agency also agrees to be trained upon and adopt new procedures associated with the reporting of participant time and host agency in-kind hours. Report each pay cycle on participant time sheets a true and accurate statement of hours of participant supervision. Other costs contributed to SCSEP by Host Agency will be reported on a Non-Federal Contribution Form semi-annually. Host Agency understands that inaccurate time and attendance and supervision hours may be a violation of False Claims Act, 31 U.S.C. §3729.
 - 5. Communication:** To facilitate and optimize timely communication between and among Experience Works, a participant and Host Agency, the Host Agency agrees to maintain a high speed internet connection with functioning email or a fax machine in good working order to both receive and send participant time records from and to a designated fax number. "Good working order" means ensuring that the document output settings are correct so the fax is readable to Experience Works for timely processing of participant time records for payroll purposes. Host Agencies are however, required to have an email address so Experience Works can communicate updates electronically.
 - 6. Relationship between Host Agency and Participant:** Understand and accept that training with Host Agency is a short-term training opportunity for participant(s), not a job, and that participants are not employees of either Experience Works or Host Agency. Treat participants accordingly, and remind them of this relationship in the event that any confusion arises.
 - 7. Equipment and Supplies:** Furnish any tools, equipment, supplies, and safety training and equipment, and preparation and training required to perform participant's assignment with the Host Agency at no cost to Experience Works.
 - 8. Physical Exam/Health Screening / Supportive Services:** If possible and permitted by Host Agency policy, (1) refer participants to community agencies and partners for an annual health screening for participant(s), at reduced or no cost, if requested by participant(s), and (2) assist in providing supportive services (including, for example, uniforms, badges, job-related counseling, dependent care, etc.) to participant(s) as needed to carry out their community service training assignment.
 - 9. Safe Training Site / Accidents:** Provide participant(s) with a training site that is safe, healthful, free of drugs and alcohol, and follow all laws governing workplace safety. Immediately report all assignment-related accidents by contacting Experience Works within 24 hours, completing a supervisor's accident report, and providing all requested follow-up.
 - 10. Experience Works Training / Participant Job Search Activities:** Permit participant(s) to attend meetings and training required or provided by Experience Works. If permitted by Host Agency policy, assist with transportation or travel reimbursement for participant(s). Host Agency will be expected to attend Experience Works training sessions. Support participant(s) job search activities by permitting leave for interviews, providing referrals, references, and, if possible, job offers.



SCSEP HOST AGENCY AGREEMENT PART TWO

State _____

County _____

C. NONDISCRIMINATION: Host Agency shall comply with all Federal and state nondiscrimination laws and shall not subject participant(s) to discrimination based on age, race, color, religion, sex, national origin, disability, veteran status, political affiliation, or any other basis prohibited by law. Host Agency shall make any accommodations required by the Americans with Disabilities Act, 42 U.S.C. §12101, and adhere to confidentiality requirements of the Act. Host Agency shall immediately report all participant requests for disability accommodation, or any complaints of discrimination or harassment to Experience Works. This provision is not intended to create third party beneficiaries or confer contractual rights on any third party.

D. DRIVING AS PART OF THE ASSIGNMENT: No participant is authorized to drive as part of his or her assignment without the approval of Experience Works. If participant duties include driving a vehicle owned or operated by Host Agency, Host Agency shall maintain automobile liability insurance in the amount of at least \$100,000 per person, \$300,000 per accident for bodily injury, and \$25,000 per accident for property damage (or a combined single limit of at least \$300,000) covering participant(s) engaged in the performance of their training assignments using a vehicle owned or operated by Host Agency. Applicable statutes will govern the limits of liability for Federal, state, and local government Host Agencies.

If the participant drives his or her own vehicle as part of his or her assignment duties, the participant must maintain automobile liability insurance in the amount of at least \$100,000 per person, \$300,000 per accident for bodily injury, and \$25,000 per accident for property damage (or a combined single limit of at least \$300,000) covering participant(s) engaged in the performance of their training assignments using a vehicle owned or operated by the participant. The Host Agency shall also reimburse mileage if the participant drives his or her own vehicle in the performance of a training assignment.

E. PRIVACY ACT: All participant(s) records are subject to the Privacy Act, 5 U.S.C. § 552a, and neither party shall release records without written release signed by participant(s) or otherwise in accordance with law.

F. RECORDS RETENTION AND ACCESS: Host Agency shall maintain all records, including original or copies of participant(s) time sheets, relating to this Agreement for a period of four years. Host Agency shall retain original participant(s) time sheets if faxed to Experience Works for payment. Experience Works or the U.S. Dept. of Labor, through any authorized representative, shall have access to and the right to examine all records related to this Agreement.

G. MAINTENANCE OF EFFORT / NEPOTISM / POLITICAL PATRONAGE AND ACTIVITIES: Assignment of participant(s) shall not displace existing workers or decrease existing contracts for services, including partial displacement by reducing hours or employment benefits, laying off, or requiring participant(s) to perform work of persons on layoff, or result in substituting federal funds for other funds in connection with work that would otherwise be performed. Participant(s) shall not be assigned to a Host Agency where a member of participant's family is engaged in a decision-making capacity, whether paid or unpaid, at the Host Agency. Host Agency shall not favor or discriminate against a participant(s) based on political affiliation. Participant(s) shall not be permitted to engage in partisan or non-partisan political activities during training assignment hours. A notice explaining the allowable and unallowable political activities under the Hatch Act must be posted in every workplace where SCSEP activities are conducted.

H. LIABILITY OF RESPECTIVE PARTIES: Experience Works does not conduct criminal background checks on participants, nor does it agree to indemnify or accept any responsibility or liability therefore. Host Agency agrees that Experience Works' evaluations and assessments of participants are not designed to ascertain criminal background information. Host Agency is solely responsible for investigating participant background and payment of any associated cost. Participants further are not employees or agents of Experience Works or Host Agency, and neither Experience Works nor Host Agency is responsible for their conduct, acts or omissions. Each party shall be solely responsible for the acts or omissions of its employees and/or agents under this contract subject to the limitations set forth in applicable laws, but will not be responsible for the acts or omissions of the other parties' public officers, employees and/or agents. It is expressly understood and agreed that nothing herein shall be construed as creating an employment or agency relationship between the parties or between officers, agents, and/or employees of any party with any of the other parties.

I. TERMINATION: Either party may terminate this Agreement at any time for any reason upon notification to the other party. Host Agency may reject or request the removal of any participant at any time for any lawful reason upon written notification to Experience Works.

J. AMENDMENT: Any amendment, modification, or addendum to this Agreement, including changes or modifications to Training Assignment(s), must be made by mutual consent of the parties, in writing, signed and dated by both parties, prior to assignment of participant(s) to Host Agency or any changes being performed.

My signature acknowledges that I understand and agree to the terms of this Agreement and that I have received orientation.

HOST AGENCY REPRESENTATIVE'S NAME AND TITLE	SIGNATURE	DATE
EXPERIENCE WORKS REPRESENTATIVE'S NAME AND TITLE	SIGNATURE	DATE



Formerly Green Thumb

Senior Community Service Employment Program

Host Agency Orientation Record

State _____

County _____

Host Agency Name _____

Instructions: Provide a full orientation to a host agency supervisor when a participant is initially assigned to the agency or when a supervisor changes; provide annual refresher orientations thereafter. Full orientation includes review of all topics listed on this document, the handbook content of the Experience Works Calendar/Handbook and the Orientation Presentation easel. Policies and procedures are outlined in the Experience Works Calendar/Handbook, which should be reviewed with the host agency supervisor; leave a copy for future reference.

- Senior Community Service Employment Program (SCSEP) Goals and Objectives:** The SCSEP has dual goals: to promote useful opportunities in community service activities and to move participants into unsubsidized employment so they can achieve economic self-sufficiency.
- Purpose of Community Service Assignments:** The SCSEP helps unemployed older individuals who have poor employment prospects by placing them in part-time temporary job training through community service assignments. The purpose of a community service assignment is to provide meaningful training through work experience and job skills that can lead to unsubsidized employment. The SCSEP is not a job; it is a training program - a stepping-stone to real employment with higher wages, benefits and opportunities for advancement.
- What Experience Works Does:** Experience Works staff work with participants to establish employment goals, develop an Individual Employment Plan (IEP), and to receive training. The IEP reflects individual interests, training needs, realistic local job opportunities, supportive service needs, and the types of services that can be provided through Experience Works and community partners. An individualized training plan is developed that outlines the skills the participant will need to learn at their host agency or in a classroom setting.
- The Participant's Role:** Participants are expected to obtain skills at a host agency and/or in classroom training, look for job opportunities and follow-up on job leads. Participants are expected to obtain a job after a reasonable period of time on the SCSEP.
- The Role of the Host Agency Supervisor:** Host agency supervisors provide support, skills training and ongoing supervision and a safe healthy work environment. The host agency supervisor should reinforce that the SCSEP is a training program and encourage participants to find employment off the program. Host agencies can provide additional support to Experience Works by promoting the program with their peers and employers in the community, co-sponsoring special events, and providing in-kind or direct support to the program.

Training Opportunities: The host agency assignment provides skills training and experience, builds confidence, and establishes a record for a resume and references. Some participants' training plans may indicate the need for basic training to help them get jobs, such as reading or math refresher classes, GED training, or English language. Other participants' plans may include skills training such as computer, Certified Nurses Aide, or Commercial Driver's License training. Once a participant has completed the training plan, he or she should be ready to get a job.

Job Search Responsibilities: Participants receive job search assistance from Experience Works, the Host Agency staff and from their local One-Stop Service Center. All participants should be registered with the One-Stop, attend workshops, and regularly check for job openings. Experience Works staff provides support, coordinates training plans, helps develop job opportunities, and assists participants in achieving goals outlined on the IEP. If a participant cannot obtain a job, the staff and participant discuss other services that may be needed. Next steps may involve developing a new training plan or determining that SCSEP services are no longer suitable, in which case the participant will exit the program.

Schedule and Authorized Hours: Participants train at a host agency for an average of 18 to 20 hours per week unless more or less hours are authorized by Experience Works. Authorized hours may be reduced to accommodate changes in the availability of funds. The host agency assures that the participant works the number of hours authorized and specified in the participant's training assignment. The host agency shall not permit participants to perform community service for more hours than those authorized by Experience Works or to volunteer hours. If the host agency permits participant(s) to exceed authorized hours, or to return to the assignment after being on leave without pay for more than thirty (30) days without prior authorization from Experience Works or past the participant's termination date, the host agency shall compensate the participant for those hours. Host Agency supervisors will receive prior notice if the participant's schedule changes or if Experience Works staff know an absence is planned. In the unlikely event that a participant is absent from the assignment without prior notification, please contact your Experience Works representative.

Making up Time: If a participant is away from the assignment due to necessary illness, he or she must be allowed to make up the time. If absent due to death in the family, jury duty, or if the host agency is closed on a scheduled day of training, the participant may be provided the option to make up time if approved by the host agency supervisor and the Experience Works representative. Time can be made up in the same pay period, or in the pay period immediately preceding or following the one in which the participant's normal schedule is disrupted. No more than 40 hours can be claimed per week when making up time.

Time, Attendance and Supervision/In-Kind Reporting: The host agency supervisor is responsible for the accuracy of each final time sheet's reported hours and signatures and for faxing or mailing the time sheet timely to Experience Works. Each pay cycle, the host agency supervisor shall report on participant time sheets a true and accurate statement of hours and participant supervision provided. Annually the host agency supervisor will be asked to complete a Host Agency Supervision Report to provide up to date information about salary, source of funding to pay the supervisor's salary, and the average number of supervision hours the participant receives per pay period. Other in-kind is reported at least twice annually on a Non-Federal Contribution Report.

Email Account: Each Host Agency will be required to have an email account to receive electronic information about the SCSEP including, but not limited to: program updates, timesheet follow-up, and copies of and/or notification of employment plan changes.

Leave without Pay (LWOP): A participant may be approved a leave of absence up to 90 days in a program year absent extenuating circumstances. At the expiration of the approved leave, he/she must return to the SCSEP or be exited from the program. Upon return, the participant is not guaranteed to be assigned to the original host agency or to be placed in the same type of assignment. A leave request will not be approved for less than 4 consecutive days or during the 30 day period between the date of a notification of exit letter and the actual exit date.

Holidays: If a participant is scheduled to work in his/her community service assignment during the holidays established under federal law (5 U.S.C. 6103) and the host agency is closed, he/she will be permitted to make up the hours missed.

Reporting Assignment Related Accidents: The host agency supervisor must report all injuries sustained by a participant while at the host agency or training site within 24 hours of the accident to the Employment and Training Coordinator or the State Office.

Participant Progress Report: The ultimate goal of the SCSEP is for each participant to attain unsubsidized employment, most often based on the quality of skills learned at the host agency. Host agency supervisors should evaluate participant training progress every 90 days in partnership with the Experience Works representative. Whenever host agency supervisors would like to discuss the progress of the participant(s) assigned to their agency outside of the formal evaluation timeframe, they should contact their Experience Works representative.

When a Participant has Learned all There Is to Learn on an Assignment: Upgraded training at the host agency may be recommended, or the participant may be transferred to another host agency, get a job off the program, or leave the SCSEP. Whenever possible, host agencies are encouraged to hire participants for vacant positions for which they qualify. Host agencies can also help participants by referring them to positions they know are available in the community and provide references.

Program Participation: The length of time on the program varies for each participant and is based on individual training needs; however, the maximum duration of program participation is 48 months. The number of host agency training sites to which a participant is assigned varies for each participant and is based on individual training needs and the development of skills.

Participants and Host Agency Visitations: At least twice a year, Experience Works staff will visit each participant and host agency to review program, administrative, and service satisfaction. At least annually, a safety assessment will be completed of all training sites.

PARTICIPANTS' RIGHTS AND RESPONSIBILITIES:

Available Supportive Services: Participants are assessed for the need for supportive services to enable them to successfully participate in the SCSEP. Supportive services, such as housing assistance; eyeglasses; transportation assistance; incidentals such as tools, work boots, uniforms, etc. are offered when there is an imminent and documented need. Services may be provided directly or through referral to a social service organization. Assistance is subject to funds availability.

Availability of a Free Physical Examination: As a participant benefit, the SCSEP offers to pay for all or part of the cost of a limited physical examination. The results of the examination are the participant's property, to share only upon his or her approval.

Allowable and Unallowable Political Activities: Participants have the right to be affiliated with a political party and its associated activities. During paid SCSEP hours, they are prohibited from participating in any political activities.

Annual Recertification: Participants must continue to meet the SCSEP eligibility requirements annually. The Customer Service Center will schedule an appointment with the participant to re-certify eligibility no less than once every 12 months.

Obligation to Report Changes in Income or Family Size: Participants are obligated to immediately report any changes in household income or family size to the Experience Works representative. Failure to notify can be deemed as falsification and result in immediate termination.

Requirement to Notify Staff if Employed: Employment while participating in the SCSEP is strictly prohibited. If the participant obtains employment, immediately inform your Experience Works representative of his/her change in status. Employment while on the SCSEP will result in the participant immediately being exited from the program.

Obligation to Seek Unsubsidized Employment: The SCSEP is a temporary paid training program, not a permanent job. It is each participant's responsibility to actively seek employment. Each participant is required to work with Experience Works staff to identify and obtain unsubsidized employment.

Background Checks: Experience Works does not conduct background checks on participants; however, some assignments or customized training may require felony background checks.

IN CLOSING:

Host agency supervisors provide an enormous service to Experience Works participants. Thank you! Please sign this form to acknowledge that you have received orientation to the SCSEP.

Customer Service and Satisfaction: We strive to provide the best possible services to our participants and community partners. If you have any questions or comments, please call your Experience Works representative or the State Office. You may receive a customer satisfaction survey from the Department of Labor. If you do, please take a moment to complete the survey and return it in the stamped, self-addressed envelope mailed to you with the survey.

My signature below is acknowledgment that I have been fully oriented and received a full explanation to my satisfaction concerning the SCSEP program requirements and the participant assigned to my agency. Further, I have been given the Experience Works calendar/handbook, and reviewed and understand the policies.

Host Agency Supervisor's Signature

Date

Host Agency Supervisor's Printed Name

Title

Experience Works Representative's Signature

Date

Experience Works Representative's Printed Name

Title

**CITY OF COLUMBIA FALLS
NOTICE OF PUBLIC HEARING**

The Columbia Falls City Council will hold a public hearing on Tuesday, February 16, 2016 at 7:00 p.m. for the purpose of considering an amendment to Title 10.39.040 Designated One-Way Streets. The hearing will be held in the Council Chambers, City Hall, 130 6th ST. West, Columbia Falls, MT.

The City Council is proposing revising Municipal Code Title 10.39.040 Designated One-Way Streets by adding the southwest portion of Wildcat Drive. The Council adopted an Emergency Ordinance on February 1st which is effective for 90 days. Council will take public comment to determine if the designation should become permanent.

The proposed change is available for review at the office of the City Clerk, City of Columbia Falls 130 6th Street West, Columbia Falls, MT. Persons may contact the City Clerk or City Manager at 406-892-4391 or 130 6th Street West, Columbia Falls, MT for more information about the hearing.

Written comments concerning these revisions may be addressed to the City Clerk at 130 6th Street West, Columbia Falls, MT 59912 or delivered in person to the City Council during the hearing.

Dated this 1st Day of February, 2016.

Barb Staaland
City Clerk

Publish: Daily Interlake Sunday February 7th and Sunday February 14th.



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

PHONE (406) 892-4391

FAX (406) 892-4413

January 28, 2016

To: Mayor & Council

From: City Manager Nicosia

RE: CFAC Cleanup Process Update

At the Thursday, January 21st Community Liaison Panel meeting, EPA representative Mike Cirian expressed concern that the CFAC site could be designated as a Superfund site with the March 2016 listing. There was a considerable amount of concern and discussion regarding a March 2016 listing. Additionally, at previous meetings, there was some discussion on having this site follow the "Superfund Alternative Approach." I have included information on the alternative approach. Since last Thursday, the EPA announced the March Superfund sites and the CFAC site was not listed, eliminating need for immediate action by the City. The site has not been designated as a Superfund Alternative Approach site.

The EPA asked that the community communicate their wishes directly to them regarding this site. To that end, Commissioner Mitchell has submitted the attached letter to: Gov. Bullock, Sen. Zinke, Sen. Brown, Sen. Tester, and Rep. Daines. The detailed letter was sent to Mike Cirian, EPA Site Manager and Cynthia Peterson, EPA Region 8.

As we will discuss on Monday night, the current AOC and bonding is for the testing phase of the project and does not include any actual clean up. After the testing phase is complete in 4-5 years, the EPA will again negotiate an AOC for the cleanup phase of the project. Council will also determine if the City should send letters and if so, what do they look like?

Additionally, there is some confusion in the community regarding the responsibility for the demolition of the plant. The demolition of the plant is under the MT DEQ permitted process. The EPA does not have oversight or responsibility for the demolition. The testing for contamination of the air, soil, water is under the Administrative Order agreed to by EPA and CFAC. Mike Cirian, EPA site manager works directly with CFAC's employees and engineers to complete the testing phase. The City will continue to have Cliff Boyd, Calbag, report monthly at the Council meeting to keep the public updated. Council can decide if you would like EPA Site Manager Mike Cirian to also report to the Council on a regular basis as a public service.

From the EPA Website:

Superfund Alternative Approach

Generally, EPA's Superfund program has three options for Superfund sites that need long-term (remedial) clean ups:

- Listing the site on the National Priorities List (NPL),
- Addressing the site using other clean up options (e.g., other federal or state programs).
- Using the Superfund alternative approach.

The Superfund alternative (SA) approach uses the same investigation and cleanup process and standards that are used for sites listed on the NPL. The SA approach is an alternative to listing a site on the NPL; it is not an alternative to Superfund or the Superfund process.

The SA approach can potentially save the time and resources associated with listing a site on the NPL. As long as a PRP enters into an SA approach agreement with EPA, there is no need for EPA to list the site on the NPL (although the site qualifies for listing on the NPL).

Currently, sites with SA approach agreements are a small subset of all Superfund cleanup agreements

Threshold Criteria for Using the Superfund Alternative Approach

Threshold eligibility criteria for using the Superfund alternative approach are:

- Site contaminants are significant enough that the site would be eligible for listing on the NPL (i.e., the site would have a Hazard Ranking Score (HRS) ≥ 28.5),
- A long-term response (i.e., a remedial action) is anticipated at the site, and
- There is a willing, capable PRP who will negotiate and sign an agreement with EPA to perform the investigation or cleanup.

Getting Started with the Superfund Alternative Approach

EPA determines if the SA approach is appropriate at a particular site. (A PRP may request that a site be evaluated for the SA approach.) If a site meets criteria 1 and 2 above, EPA and the PRP may choose to negotiate an SA approach agreement. The SA approach agreement is equivalent to an agreement negotiated at an NPL site.

Potentially responsible parties, or a subset of PRPs, may choose not to negotiate an SA approach agreement. In that case, the site would proceed to cleanup on a different path.

Negotiating Superfund Alternative Approach Agreements

EPA will negotiate SA approach agreements with PRPs for site investigation (usually an administrative order on consent (AOC)) and site cleanup (in the form of a judicial consent decree (CD)).

Both the AOC and the CD include language specific to the SA approach that keeps these sites in an equivalent position to sites listed on the NPL.

EPA has model language for SA approach provisions that address:

- NPL listing after partial cleanup,

- Technical assistance for communities,
- Financial assurance for work continuance, and
- Natural resource damage claims.

What provisions are needed depends on the work being performed.

Susan N.

Flathead County
Board of Commissioners
(406) 758-5503



Pamela J. Holmquist
Gary D. Krueger
Philip B. Mitchell

January 26, 2016

The Honorable Steve Bullock
Office of the Governor
P. O. Box 200801
Helena, MT 59620-0801

Dear Governor Bullock:

Attached please find a copy of our letter to the EPA wherein we request Superfund Alternative designation for the CFAC site in Columbia Falls.

Thank you for all you have done to help us reach this point. As a result of your efforts, along with so many others, we now have a signed Administrative Order of Consent with Glencore that commits them to a full Remedial Investigation and Feasibility Study that will occur over the next 48 – 60 months. Glencore has also begun environmentally compliant removal of multiple buildings at the site and has made numerous charitable donations across the county as a show of good faith. We don't often hear about government, business, community leaders, and citizens coming together to fix a problem. Yet that has happened here.

Today we received a call from Mike Cirian of the EPA and they have agreed to put the CFAC/Glencore site on the Superfund Alternative status for now. Thanks to the EPA for listening to what the Columbia Falls community and Flathead County would like done with this site for now.

We would greatly appreciate it if you would let the EPA know of your support for our requested Superfund Alternative designation.

Again, thank you for all you have done to support our progress to date.

Sincerely,
BOARD OF COMMISSIONERS
FLATHEAD COUNTY, MONTANA

Pamela J. Holmquist, Chairman

Philip B. Mitchell
Philip B. Mitchell, Member

Gary D. Krueger, Member

Flathead County
Board of Commissioners

(406) 758-5503



Pamela J. Holmquist
Gary D. Krueger
Philip B. Mitchell

January 25, 2016

Mike Cirian, PE
Site Manager
US EPA – Region 8
108 East 9th Street
Libby, MT 59923

Dear Mr. Cirian:

On behalf of the Flathead County Board of Commissioners, we hereby request that you designate the CFAC facility in Columbia Falls, Montana as a Superfund Alternative and forgo listing it on the Superfund NPL.

We are grateful for the work EPA and our elected representatives have done to get us where we are now. It would, therefore, be a mistake to impose the burden of Superfund designation on the community when the Superfund Alternative should more than adequately meet the needs.

Some facts may be helpful. The owner of the site, Glencore, had long been unwilling to engage in discussions with the community about remediation. Over the past several months, however, representatives from the community, Columbia Falls City Council, Flathead County Commissioners, Glencore, Montana DEQ, EPA, and others have met and, working together, we have succeeded in crafting a consensus regarding next steps. This was accomplished via monthly meetings with a Community Liaison Panel and widespread public input.

As a result of these meetings and support from our elected representatives and EPA, an Administrative Order of Consent (“AOC”) was entered into that binds Glencore to a series of next steps that will culminate in a completed Remedial Investigation and Feasibility Study (“RI/FS”). The AOC was widely supported by the Community Liaison Panel and our elected representatives.

The work covered by the AOC is anticipated to be completed within 48-60 months. Glencore has already begun environmentally compliant removal of several buildings at the site and has made significant charitable contributions to the community as a show of good faith.

Throughout our discussions, the Community Liaison Panel made clear to our EPA representatives that we preferred a Superfund Alternative designation over a traditional Superfund listing, so long as Glencore continued to work with the community and abide by the terms of the AOC.

This was not a naïve position on our part. We understood that, “The Superfund alternative (SA) approach uses the same investigation and cleanup process and standards that are used for sites listed on the NPL. The SA approach is an alternative to listing a site on the NPL; it is not an

alternative to Superfund or the Superfund process.” <http://www.epa.gov/enforcement/superfund-alternative-approach>

In other words, we recognized that if we were successful in getting a multi-million dollar commitment out of Glencore that would take us through the RI/FS we were moving down a path that could lead to remediation of the site in the swiftest and most efficient way possible. We also recognized that by opting for the Superfund Alternative designation we could avoid the stigma of Superfund NPL listing while retaining our options for engaging in the Superfund process later on if necessary.

Some have argued that the Superfund Alternative approach could result in delay in clean-up of the site should Glencore “walk away” after the RI/FS is completed. While this may be technically accurate, it’s important for EPA to recognize that this site had been untouched for decades and would likely have remained so had the community not reached out to our elected representatives and the EPA for assistance. We did this hoping to remain in control of our fate, not to abdicate it to EPA decision makers living miles from us. We are sure that you recognize how important this is to a small community such as ours.

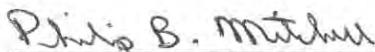
Notably, at a meeting of the Community Liaison Panel last week, Glencore committed to continue its financial and administrative support of these meetings so that the community could maintain its involvement and oversight. We anticipate at least two meetings per year during the RI/FS process with continuing consultant, contractor, company, community, and agency involvement.

We are pleased that we were able to come together and work on this problem collectively. The well-being of the Columbia Falls community is our top priority and we recognize that we are likely looking at years of remediation at the CFAC site. Our ability to do this as a Superfund Alternative will be far more beneficial to the community than the more draconian Superfund NPL listing.

As a result, we would appreciate your consideration of our request to designate the CFAC site in Columbia Falls as a Superfund Alternative. Thank you for your efforts and attention.

Sincerely,
BOARD OF COMMISSIONERS
FLATHEAD COUNTY, MONTANA

Pamela J. Holmquist, Chairman


Philip B. Mitchell, Member

Gary D. Krueger, Member



Understanding the Superfund Alternative Approach

Office of Site Remediation Enforcement

Office of Superfund Remediation and Technology Innovation

Introduction

Superfund sites are places where EPA has determined that a hazardous substance, pollutant or contaminant is located. These areas are entered in EPA's official site inventory. There are many pathways available to getting a Superfund site cleaned up. Among the best known pathways, for sites that need long-term cleanup, is to list the site on the National Priorities List (NPL). Sites on the NPL are eligible for federal remedial (long-term) cleanup funds.¹

EPA may also clean up sites eligible for the NPL using other Superfund and non-Superfund authorities, or States may use their authorities to clean up these sites. Which cleanup pathway is chosen depends on many variables, such as the complexity of the cleanup, the availability of funds (private or public) for the cleanup, and the nature (*e.g.*, private, governmental, tribal), number and experience of the parties involved at the site.

One of EPA's non-NPL Superfund pathways is referred to as the Superfund Alternative (SA) approach. The SA approach uses the same process and standards for investigation and cleanup as sites on the NPL. Sites using the SA approach are not eligible for federal remedial cleanup funds. Cleanup funding for sites with SA agreements is provided by the potentially responsible parties (PRPs).

As long as a PRP enters into an SA agreement with EPA and stays in compliance with that

agreement, there is no need for EPA to list the site on the NPL. If a PRP fails to meet the obligations of the agreement, EPA may reconsider putting the site on the NPL. Currently, sites using the SA approach are a small percentage of all cleanup agreements.

Threshold Criteria for Using the SA Approach

Eligibility for this approach is based on the following three criteria:

1. Site contamination is significant enough that the site would be eligible for listing on the NPL (*i.e.*, the site would have a Hazard Ranking System (HRS) score of 28.5 or greater;
2. A long-term response (*i.e.*, a remedial action) is anticipated at the site; and
3. There is at least one willing, capable party (*e.g.*, a company or person) that has responsibility under Superfund, who will negotiate and sign an agreement with EPA to perform the investigation and cleanup.

Getting Started with the SA Approach

EPA has discretion to determine if the SA approach is appropriate at a particular site. If a site meets criteria 1 and 2 above, EPA may approach a PRP, or a PRP may approach EPA, to negotiate an SA agreement. The SA agreement is equivalent to an agreement negotiated at an NPL site. For example, the same investigation and cleanup will be done as if the site were listed on the NPL.

¹ For more information on the NPL listing process, see www.epa.gov/superfund/sites/npl/index.htm.

PRPs may choose not to negotiate an SA agreement. In that case, the site would proceed to cleanup using a different path (e.g., NPL listing, State cleanup program).

State Role

EPA will consult with the state in which the site is located on whether to attempt the SA approach, settlement negotiations and remedy selection. Throughout the process, the state will have the same opportunities for involvement as at an NPL site.

Cleanup Agreements

EPA will negotiate agreements with PRPs for site investigation and site cleanup. The agreement for investigation is usually in the form of an Administrative Order on Consent (AOC). The agreement for remedial action is always in the form of a judicial Consent Decree (CD).

Both the AOC and the CD should include language specific to the SA approach that keeps sites using the SA approach in an equivalent position to sites listed on the NPL. EPA has model language for SA provisions that address NPL listing after partial cleanup, technical assistance for communities, financial assurance and natural resource damage claims. The provisions needed depend on the work being performed.

Investigation & Remedy Selection

Once the site studies are complete and the hazards are identified, EPA will select a site remedy the same way it selects a remedy for sites listed on the NPL.

Community Participation

At sites listed on, or proposed to be listed on the NPL, a qualified community group may apply for a technical assistance grant (TAG) to hire an independent technical advisor. In SA agreements, EPA negotiates a technical assistance provision for the PRP to provide

funds should a qualified community group apply for such an advisor.

EPA's Role During and After Cleanup

EPA will oversee the investigation and cleanup just as it would at a site listed on the NPL. When the cleanup is completed, EPA will ensure the remedy continues to work as intended by monitoring the site and performing the same reviews it conducts for sites listed on the NPL.

Potential Benefits of the SA Approach

The benefits of the SA approach will vary depending on the site circumstances. A benefit that accrues at most sites is the resource savings of not formally proposing and listing a site on the NPL. Other benefits may include a community's good will at not having the site listed on the NPL, a PRP's willingness to negotiate a good-faith agreement, and the opportunity to start cleanup work more quickly than waiting for listing on the NPL. Overall, the cleanup process is as protective as at NPL sites.

Further Information. If you have questions regarding this fact sheet, please contact Nancy Browne, Office of Site Remediation Enforcement, at (202) 564-4219, browne.nancy@epa.gov; or Robert Myers, Office of Superfund Remediation and Technology Innovation, (703) 603-8851, myers.robert@epa.gov.

For more information on the SA approach, including links to the guidance and a list of sites that have SA approach agreements, please go to: <http://epa.gov/compliance/cleanup/superfund/saa.html>

Disclaimer This document is provided solely for informational purposes. It does not provide legal advice, have any legally binding effect, or expressly or implicitly create, expand, or limit any legal rights, obligations, responsibilities, expectations, or benefits for any person. This document is not intended as a substitute for reading the statute or the guidance documents described above.



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

PHONE (406) 892-4391

FAX (406) 892-4413

January 28, 2016

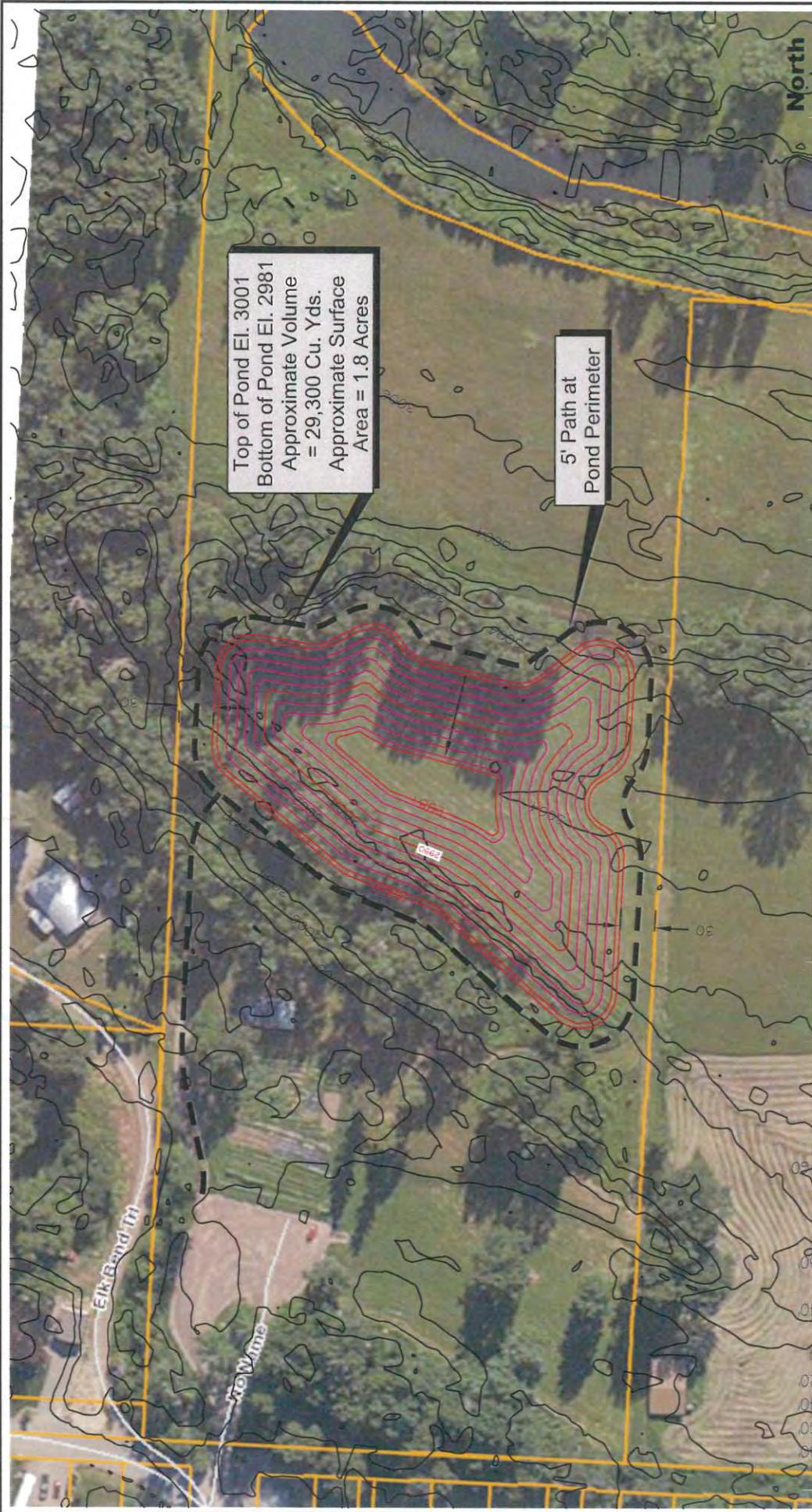
To: Mayor & Council

From: City Manager Nicosia and Parks Committee

RE: Fishing Pond – Phase 1

At the Parks Committee meeting held Monday, January 25, 2016, the Parks Committee met with Mark Deleray, Fish, Wildlife and Parks. The Committee agreed to recommend to Council to authorize an investigation into the proposed site (see attached). Phase 1 would consist of investigating soil type and water depth and preliminary planning. Phase 2 would come later and would consist of the formal plan, budget, partners, and permitting. Mr. Deleray indicated that FW&P would be a willing partner in the project. These projects are typically built with private/public partnerships and additional improvements are made over time and not at the time the pond is constructed.

Council action requested at this time: Approve Phase 1 Investigation into the proposed Fishing Pond at River's Edge Park.



Preliminary Concept Site Plan



B. Mangum
 DRAWN BY: 10/14/2015
 CHECKED BY: DATE: DATE:

APPROVED BY: DATE: DATE:
 APPROVED BY: DATE: DATE:

APPROVED BY: DATE: DATE:
 APPROVED BY: DATE: DATE:



**Montana Fish,
 Wildlife & Parks**

Prelim. Concept Site Plan
 Columbia Falls Family Fishing Pond





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

PHONE (406) 892-4391

FAX (406) 892-4413

January 28, 2016

To: Mayor & Council

From: City Manager Nicosia and Parks Committee

RE: Capital Park Improvements

At the January 25, 2016 Parks Committee meeting, the Parks Committee selected playground and park equipment for Horine Park to take advantage of spring sales/free shipping opportunities at considerable savings. The 2016 FY Parks Capital Budget included \$50,000 for park improvements at Horine Park. As identified in last spring's park review, Horine Park's Playground and general park property is in need of improvements. The playground equipment includes a 1992 play structure that must be removed and replaced. The Parks Committee selected a play structure and a swing set that will greatly improve and expand the park as well as 2 benches and a table. In reviewing the parks plan with the Public Works Director after the meeting, Pinewood Park also has an identical 1992 play structure that is unsafe and needs replacement. Grady and I are asking for Council approval to amend the Parks Plan to allocate \$7,500 to Pinewood, leaving \$42,500 for Horine Park. The new Horine equipment will be approximately \$16,000 leaving \$26,500 for parking, irrigation and general park improvements. This will provide significant improvements to Horine Park. The 1992 structure must be removed from Pinewood Park this spring. The old slide and metal swings have already been removed. We would like to take advantage of the spring sale and purchase a \$7,500 replacement play structure for Pinewood Park. The savings for the equipment, before factoring in shipping, is \$10,400.

Council action requested: Approve amending Parks Capital Budget to allocate \$7,500 to Pinewood Park to replace the 1992 structure, leaving \$42,500 for Horine Park improvements.



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

PHONE (406) 892-4391

FAX (406) 892-4413

January 28, 2016

To: Mayor & Council

From: City Manager Nicosia

Re: Emergency Ordinance – One Way Designation on SW Wildcat Drive

Last week, the SD #6 Transportation Supervisor reported a bus/car accident at the intersection of Talbot Road and Wildcat Drive. He further reported that previous to this accident, there have been at least 7 reported close calls. Mr. Fish requested that the City evaluate designating the sw portion of Wildcat Drive as a one way street. After reviewing the traffic flow, the Police Chief and Public Works Director recommended designating that portion of Wildcat Drive as one way. Pursuant to City Code, one way streets are designated through the Ordinance process. Tonight's emergency ordinance declaration would implement the one way designation as soon as the one way signs are installed, approximately one week. Then, the council would go through the process of adopting an Ordinance, holding a public hearing on February 16th and completing two readings of an ordinance.

When the NV Clinic was first proposed, the intent was that the main entrance to the clinic was off of Talbot Road and the entrance from Wildcat was secondary. I have attached a copy of the lot layout that was approved for the project.

The roadway north of Wildcat Drive is SD #6's private 15' driveway, with southbound bus traffic only. At Wildcat Drive, there are signs posted with "No Entry."

The Police Chief and Public Works Director recommend posting the southwest Wildcat Drive as one way, thereby allowing traffic to only travel southbound, avoiding the bus/vehicle conflicts. While Wildcat Drive is a standard 24' wide paved street surface, it cannot be widened due to property boundaries, curb, gutter and sidewalk. The Public Works Department did determine that the plowed snow berms resulting in approximately 2' less of available road surface. After the accident report, the Public Works Department pushed as much of the snow off the road as they could. However, not all of the close calls were a result of snow.

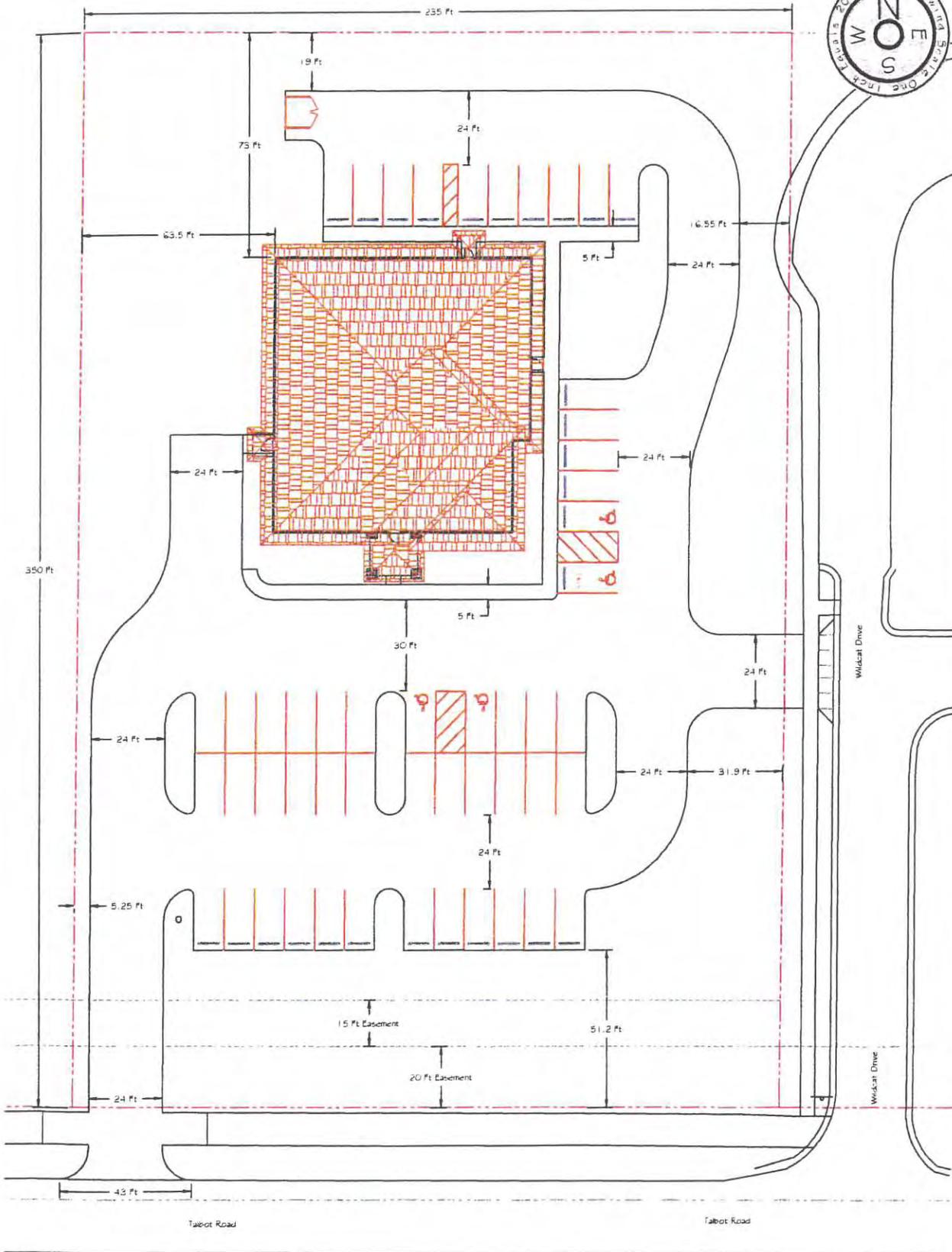
I contacted the office manager for the clinic and asked her to encourage staff and patients to use the main Talbot entrance at this time and to report that the City was investigating posting that portion of Wildcat Drive as a one way street.



Google Earth



FC GIS



138 East Center Street
Suite A
Kalispell, MT 59901
Phone 406.755.7888
Fax 406.755.7880
A2Z-ENGINEERING.COM



REVISIONS:	
Revision 0 -	10/2/2014
Revision 1 -	10/21/2014
DRAWN BY: R. Smith	
CHECKED BY: R. Smith	



Proposed Medical Clinic
Civil Cover Sheet
Talbot Road
Columbia Falls, Montana

Plan Sheet Number:

CI

EMERGENCY ORDINANCE NO.759

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLUMBIA FALLS, MONTANA, AMENDING CHAPTER 10 SECTION 39 TO THE COLUMBIA FALLS MUNICIPAL CODE.

WHEREAS, the City Council desires to amend Chapter 10 Section 39 to the Columbia Falls Municipal Code; and

WHEREAS, the City Council has determined that said amendment to the Columbia Falls Municipal Code is in the best interests of the City.

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

Section One. Section Amended: The following sections shall be added to the Columbia Fall Municipal Code:

10.39.040 Designated one-way streets.

In accordance with Section 10.39.020 and when properly signposted, traffic shall move only in the direction indicated upon the following streets:

Name of Street	Direction of Traffic Movement
The alley in block 14, Columbia Falls Townsite	South
The alley in block 37, Columbia Falls Townsite	South
Wildcat Drive, SW portion	South

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

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

Section Four. Effective Date: This Ordinance shall become effective immediately upon passage and approval by the City Council of the City of Columbia Falls, Montana, and will remain in effect for 90 days.

PASSED AND APPROVED BY THE CITY COUNCIL OF COLUMBIA FALLS,
MONTANA THIS 1st DAY OF February, 2016, THE COUNCIL VOTING AS
FOLLOWS:

AYES:

NOES:

ABSENT:

City Clerk

APPROVED BY THE MAYOR OF COLUMBIA FALLS, MONTANA, THIS _____ DAY
OF _____, 2016.

Mayor

ATTEST:

City Clerk

A copy of the approved Emergency Ordinance #759 was posted on the bulletin board after the
February 1, 2016 Council meeting.

City Clerk



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

PHONE (406) 892-4391

FAX (406) 892-4413

January 28, 2016

To: Mayor & Council

From: City Manager Nicosia and Parks Committee

A handwritten signature in blue ink that reads "Susan".

RE: Parks Committee Report

At the January 25, 2016 Parks Committee meeting, in addition to the two items discussed above, the Parks Committee reviewed:

1. Red Bridge Park proposal – Committee agreed with the proposed site plan prepared by RPA and requested that staff proceed with final plans and estimates. FVCC may not be available to provide the excavation work. A quote from a local contractor to complete the work was approximately \$15,000. In a conversation with Mark Deleray today, this project could qualify for Recreational Trail Grant funding. The grant proposals are due mid-March. With council concurrence, I will complete a grant application for this project.
2. Special Permit Process – allowing alcohol in the parks for events – Police Chief Perry presented the permits and regulations from the City of Kalispell and Whitefish. Consensus of the committee members was to pursue amending City code, if applicable, and have staff develop a permit process and bring back to council for review. The municipal code, 12.40.35 C refers to the application. The application used by the City specifically notes "No Alcohol." The committee recommended restricting special event permits allowing alcohol to River's Edge and Marantette parks. City staff will work with the attorney to update the permit process and determine if any portions of the city code need to be amended, requiring the public hearing process and two readings.

EXHIBIT "A"

12.40.35 **City Park Rules.** The following rules apply to conduct in City parks of Columbia Falls

- A. Camping is prohibited unless approved by City Council pursuant to §030 of this part.
- B. Pets.
 - (i) All pets must be kept on a leash. For purposes of this section the term "leash" is a chain, rope, or strap for leading or holding an animal in check and such leash must physically tether pets to a person or a stationary object.
 - (ii) Pet owners are responsible for removal of any waste deposited by their pets.
- C. Events. All scheduled events or groups of more than 25 people must complete an application for park use from city hall.
- D. No fireworks may be discharged in any city park.
- E. Pursuant to Ordinance 9.28 "Weapons", no firearm or other projectile weapons may be discharged in city parks.
- F. Open flame fires and recreational burning are prohibited in city parks, unless done so in an area specifically designated and marked as such by the City.
- G. No unauthorized motor vehicles are allowed beyond designated parking areas.
- H. Livestock is not allowed in City parks.
- I. It is prohibited to destroy, deface, injure, remove, or otherwise damage any natural or improved city park property. Willful or negligent cutting, destruction, or mutilation of any tree, shrub, or plant as well as any disturbance or removal of any topsoil cover is also prohibited.
- J. No person shall use city parks for any commercial purpose without first securing permission from City Hall.

12.40.40 **Posting of Regulations – Violation – Penalty.**

- A. Signs giving notice of city park rules shall be posted.
- B. Violations of this chapter shall be punished, upon conviction, by fines up to \$500 and/or six (6) months in jail.

**CITY OF COLUMBIA FALLS
CORRESPONDENCE LIST
COUNCIL MEETING
February 1, 2016**

Regular Correspondence:

01/16/16 Letter from Charter Communications

01/21/16 Flathead County Solid Waste Agenda

01/22/16 Flathead County Commissioners advising Paula Robinson's appointment to the
Columbia Falls Cemetery Board.

01/25/16 Tax Levy Requirements Schedule from MSU Local Government Center