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

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

AGENDA
MONDAY, MARCH 21, 2016
COUNCIL CHAMBERS CITY HALL

FINANCE COMMITTEE – 6:30 P.M.

1. Claims Review (Barnhart, Fisher, Karper)

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 - $44,986.12 - March 21, 2016 * 4-15
*B. Approval of Payroll Claims - $84,551.02 – March 11, 2016 * 16-17
*C. Approval of Regular Meeting Minutes – March 7, 2016 * 18-23
*D. Approval of Easement Agreement – Charter Communications and authorize City Manager to sign (Charter used same location as FEC for hotel/conference center location). * 24-29
*E. Approval of Subdivision Improvement Agreement, Carlyle Properties LLC, 1107 9th St West and authorize City Manager to execute documents. * 30-32
*F. Approval of MT DOC Youth Recreational Facility Grant Program, Contract #MT-17-YRF-60-001 and authorize City Manager to execute documents. * 33-52

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

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

*A. Notice of Hearing – Adoption of International Wildland-Urban Interface Code (IWUIC) 2012 Edition * 53-61

The Columbia Falls City Council will hold a public hearing for the purpose of amending Chapter 15.08 adding the adoption of the International Wildland-Urban Interface Code (IWUIC) 2012 edition, at their regular meeting, Monday, April 18, 2016 at 7:00 p.m. The hearing will be held in the Council Chambers, City Hall, 130 6th ST. West, Columbia Falls, MT.

The Montana Department of Labor & Industry Building Codes Bureau gave notice that they adopted the International Wildland-Urban Interface Code (IWUIC) 2012 edition. As a certified city, the City of Columbia Falls must amend Chapter 15.08, Building Codes, to also adopt the IWUIC. Future editions of the IWUIC adopted by the Department of Labor & Industry will be adopted by the City under Administrative Order, as established by Ordinance 684 in 2007.

The proposed amendment is available for review at the office of the City Clerk, City of Columbia Falls 130 6th Street West, Columbia Falls, MT.

Written comments concerning this amendment may be addressed to the City Clerk at 130 6th Street West, Columbia Falls, MT 59912 or delivered in person to the City Council

6. **UNFINISHED BUSINESS:**

None

7. **NEW BUSINESS:**

*A. Franchise Agreement – Charter Communications

8. **ORDINANCES/RESOLUTIONS:**

*A. SECOND AND FINAL READING – Ordinance 761 - An Ordinance of the City Council of the City of Columbia Falls, Montana, Amending Chapter 15.08 Building Codes of the Columbia Falls Municipal Code. * 62-64

*B. SECOND AND FINAL READING – Ordinance 762 - An Ordinance of the City Council of the City of Columbia Falls, Montana, Amending Chapter 12.40 Parks of the Columbia Falls Municipal Code. * 65-75

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

10. CITY ATTORNEY REPORT

11. CITY MANAGER REPORT

A. Manager's Update

12. MISCELLANEOUS/REPORTS:

*A. INFORMATIONAL CORRESPONDENCE - List available for Review * 76

13. ADJOURN

Next Scheduled Meetings:
Council – Regular Meeting – **April 18th (April 4th meeting cancelled)**
Public Works Committee – Tuesday, April 12th
Planning Board – to be determined

***Attached**

Council Meeting Date: March 21, 2016

Claims Submitted to Council: $ 44,986.12

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 are routine in nature. The bill from Flathead County for the City Election was $5,033.81 up 25% from the 2013 election, over 50% higher than 2009 and 2011, automation has not decreased costs.
Please let me know if you have any questions or concerns on claims.

Susan

Fund/Account	Amount
1000 GENERAL FUND	
101000 CASH/CASH EQUIVALENTS	$16,272.12
2394 BUILDING CODE ENFORCEMENT FUND	
101000 CASH/CASH EQUIVALENTS	$16.81
2400 SPECIAL LIGHTING DISTRICT FUND	
101000 CASH/CASH EQUIVALENTS	$3,063.00
2500 SPECIAL STREET MAINTENANCE DISTRICT FUND	
101000 CASH/CASH EQUIVALENTS	$4,409.87
5210 WATER ENTERPRISE FUND	
101000 CASH/CASH EQUIVALENTS	$5,395.37
5310 SEWER ENTERPRISE FUND	
101000 CASH/CASH EQUIVALENTS	$15,828.95
Total:	**$44,986.12**

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund	Org Acct	Object	Proj	Cash Account
34621		2677 ALFA LAVAL, INC.	3,930.79							
		276013266 03/09/16 SWR-BELT FILTER PRESS	3,930.79*		20556	5310	430600	240		101000
		Total for Vendor:	**3,930.79**							
34620		1478 ALPINE LOCK & SAFE	76.00							
		6043 02/03/16 PD-HOLDING ROOM HANDLE	76.00			1000	411200	360		101000
		Total for Vendor:	**76.00**							
34576		2245 AMOZ Group, Inc.	931.00							
		11669 02/29/16 WTR-EMAIL ISSUES,FIX SCADA	74.00			5210	430500	355		101000
		11669 02/29/16 SWR-EMAIL ISSUES,FIX SCADA	74.00			5310	430600	355		101000
		11639 03/01/16 RMM LVL3&1,AVG	548.00			1000	410580	355		101000
		11639 03/01/16 IMAGE BACKUP FIN&PW SVRS	170.00			1000	410580	355		101000
		11639 03/01/16 IMAGE BACKUP PD SVR	65.00			1000	420100	355		101000
		Total for Vendor:	**931.00**							
34622		5 BACK ROOM RESTAURANT, INC.	5.25							
		72612 02/10/16 PD-PRISONER MEAL	5.25			1000	420100	338		101000
		Total for Vendor:	**5.25**							
34578		338 BIG JOHN'S	236.79							
		0167562 02/18/16 STRS-CARB KIT,AIR FLTR	73.94			2500	430200	360		101000
		0168786 02/22/16 STRS-HP OIL	9.95			2500	430200	231		101000
		0168786 02/22/16 STRS-SAFETY HELMET,SLVR NDLE	152.90*			2500	430200	226		101000
		Total for Vendor:	**236.79**							
34627		1275 BLACK GOLD TOP SOIL	210.00							
		20160012 03/08/16 STRS-TOPSOIL	210.00			2500	430200	452		101000
		Total for Vendor:	**210.00**							
34580		999999 BOECKMAN, LISA & CHRIS	238.69							
		031616 03/10/16 WTR/SWR REFUND	238.69			5210	214010			101000
		Total for Vendor:	**238.69**							

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund	Org	Acct	Object	Proj	Cash Account
34579		2020 BOILER OPERATOR PROGRAM	35.00								
		031616 02/11/16 RENEWAL FEE-M.LAMPMAN	35.00			1000	411200		380		101000
		Total for Vendor:	**35.00**								
34577		1700 BRECK LAW OFFICE, PC	2,115.00								
		031616 03/03/16 LEGAL FEES	2,115.00			1000	411100		351		101000
		Total for Vendor:	**2,115.00**								
34628		2751 CAJUN DESIGN &	16.80								
		16-0121 02/29/16 STRS-EMBROIDERY,R.LAWRENCE	16.80*			2500	430200		226		101000
		Total for Vendor:	**16.80**								
34619		1260 CARQUEST AUTO PARTS	123.42								
		237850 02/22/16 STRS-OIL FILTER	23.76			2500	430200		240		101000
		237975 02/23/16 SWR-MAXI CAM (DUMP TRUCK)	67.79			5310	430600		232		101000
		238702 03/05/16 SWR-HEX KEY SET,HOSE NOZZLE	20.84*			5310	430600		240		101000
		239041 03/10/16 STRS-SEAFOAM	11.03*			2500	430200		221		101000
		Total for Vendor:	**123.42**								
34581		2872 CINTAS FIRST AID & SAFETY	158.04								
		5004618415 03/07/16 WTR-FIRST AID SUPPIES	33.53			5210	430500		220		101000
		5004618415 03/07/16 SWR-FIRST AID SUPPIES	33.53			5310	430600		220		101000
		5004618415 03/07/16 STRS-FIRST AID SUPPIES	33.54			2500	430200		220		101000
		5004618418 03/07/16 FD-FIRST AID SUPPIES	57.44			1000	420400		220		101000
		Total for Vendor:	**158.04**								
34582		2343 COLJ CONFERENCE REGISTRATION	300.00								
SPRING 2016 CONF - APRIL 25-28, 2016 - BILLINGS, MT											
		031616 03/15/16 CRT-REGISTRATION,T.GORDON	300.00			1000	410360		380		101000
		Total for Vendor:	**300.00**								
34638		2713 COMPLETE RESTORATION LLC	2,585.00								
		7044 03/07/16 CLEANING/JANITORIAL FOR FEB	2,585.00			1000	411200		399		101000
		Total for Vendor:	**2,585.00**								

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund	Org Acct	Object	Proj	Cash Account
34583		75 DAILY INTERLAKE THE	247.24							
		2677488 02/28/16 AMEND. CHAPTERS	247.24*			1000	410500	331		101000
		Total for Vendor:	**247.24**							
34584		1797 DEPARTMENT OF ADMINISTRATION	337.86							
		20160229 03/11/16 PD-NETWORK SVCS/EMAIL	337.86			1000	420100	363		101000
		Total for Vendor:	**337.86**							
34623		2857 ECLIPSE ENGINEERING, INC	990.00							
		63167 02/29/16 SWR-GARAGE/MEZZ LOAD RATING	330.00			5310	430600	354		101000
		63168 02/29/16 SWR-GARAGE/CRANE RAIL RATING	330.00			5310	430600	354		101000
		63169 02/29/16 STRS-MEZZANINE LOAD RATING	330.00			2500	430200	354		101000
		Total for Vendor:	**990.00**							
34585		2860 ENGLISH, TYLER	17.00							
TASER CLASS - MAR. 13-15, 2016 - GREAT FALLS, MT -**CANCELED**										
		031616 03/03/16 PD-MEALS	17.00			1000	420100	380		101000
		Total for Vendor:	**17.00**							
34586		1551 ESRI	650.00							
		93104650 03/04/16 STRS-RENWL FEE 5/22/26-5/21/	216.67			2500	430200	355		101000
		93104650 03/04/16 SWTR-RENWL FEE 5/22/26-5/21/	216.67			5210	430500	355		101000
		93104650 03/04/16 SWR-RENWL FEE 5/22/26-5/21/1	216.66			5310	430600	355		101000
		Total for Vendor:	**650.00**							
34624		1383 FASTENAL COMPANY	47.89							
		KAL145708 03/03/16 STRS-SWEEPER REPAIR	47.89			2500	430200	232		101000
		Total for Vendor:	**47.89**							
34629		240 FLATHEAD CONCRETE PRODUCTS, INC.	154.00							
		12731 03/15/16 STRS-TROUT LOW BACK	154.00			2500	430200	240		101000
		Total for Vendor:	**154.00**							
34587		22 FLATHEAD COUNTY CLERK & RECORDER	5,033.81							
		884572 02/24/16 WTR-LEIN	5.00			5210	430500	331		101000
		884572 02/24/16 WTR-LEIN	5.00			5210	430500	331		101000
		885118 03/04/16 REIMBURSEMENT ELECTION CHRGS	5,023.81			1000	410100	399		101000
		Total for Vendor:	**5,033.81**							

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund	Org Acct	Object	Proj	Cash Account
34588		663 FLATHEAD COUNTY SOLID WASTE	2,617.81							
	702576	02/02/16 SWR-SLUDGE	194.68			5310	430600	395		101000
	702739	02/03/16 SWR-SLUDGE	146.56			5310	430600	395		101000
	703295	02/09/16 SWR-SLUDGE	174.50			5310	430600	395		101000
	703453	02/10/16 SWR-SLUDGE	188.47			5310	430600	395		101000
	703954	02/16/16 SWR-SLUDGE	195.30			5310	430600	395		101000
	704040	02/16/16 SWR-SLUDGE	169.53			5310	430600	395		101000
	704173	02/17/16 SWR-SLUDGE	189.09			5310	430600	395		101000
	704288	02/18/16 SWR-SLUDGE	189.09			5310	430600	395		101000
	704288	02/18/16 SWR-SLUDGE	184.44			5310	430600	395		101000
	704940	02/23/16 SWR-SLUDGE	194.68			5310	430600	395		101000
	705045	02/24/16 SWR-SLUDGE	181.02			5310	430600	395		101000
	705204	02/25/16 SWR-SLUDGE	204.00			5310	430600	395		101000
	705352	02/26/16 SWR-SLUDGE	208.04			5310	430600	395		101000
	705634	02/29/16 SWR-SLUDGE	198.41			5310	430600	395		101000
		Total for Vendor:	**2,617.81**							
34589		21 FLATHEAD ELECTRIC COOP INC	14,421.14							
	031616	02/29/16 FACILITIES-ELECTRIC FOR FEB.	408.75			1000	411200	341		101000
	031616	02/29/16 POLICE	41.00			1000	420100	341		101000
	031616	02/29/16 FIRE	339.00			1000	420400	341		101000
	031616	02/29/16 PARKS	245.82			1000	460400	341		101000
	031616	02/29/16 POOL	122.00			1000	460445	341		101000
	031616	02/29/16 LIGHTING	3,063.00			2400	430200	341		101000
	031616	02/29/16 STREETS	171.00			2500	430200	341		101000
	031616	02/29/16 WATER	3,504.13			5210	430500	341		101000
	031616	02/29/16 SEWER	6,526.44			5310	430600	341		101000
		Total for Vendor:	**14,421.14**							
34591		2447 GALLS, AN ARAMARK COMPANY	50.93							
	005013174	03/07/16 PD-LITHIUM BATTERIES	50.93			1000	420100	220		101000
		Total for Vendor:	**50.93**							
34590		2263 GCR COLUMBIA FALLS TIRE CENTER	641.50							
	807-24084	02/25/16 STRS-REPAIR FLAT (DUMP TRK)	41.50			2500	430200	361		101000
	807-84142	02/29/16 STRS-SUREGRIP LUGS (BACKHOE	600.00			2500	430200	232		101000
		Total for Vendor:	**641.50**							

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund	Org	Acct	Object	Proj	Cash Account
34625		2246 GLACIER PRECAST CONCRETE,	123.00								
		2016-112 02/22/16 SWR-MANHOLE LID	123.00*			5310	430600		240		101000
		Total for Vendor:	**123.00**								
34595		167 HACH COMPANY	388.62								
		9821121 03/02/16 SWR-TNT TOTAL PHOS,RGT SET TN	**388.62**			**5310**	**430600**		**222**		**101000**
		Total for Vendor:	**388.62**								
34596		2730 HADDENHAM, JARED	47.00								
TRAINING-SEX TRAFFICKING - MAR 23-25, 2016 - MISSOULA, MT											
		031616 03/03/16 PD-MEALS	47.00			1000	420100		380		101000
		Total for Vendor:	**47.00**								
34593		2468 HAGEN, RICK	30.50								
MT MUTUAL AID SPRING MTG - MARCH 4-6,2016 - HELENA, MT											
		031616 03/03/16 FD-MEALS	30.50			1000	420400		380		101000
		Total for Vendor:	**30.50**								
34592		2806 HANSON'S HARDWARE	45.00								
		031616 03/01/16 STRS-CLEAR TUBES	23.88			2500	430200		240		101000
		580085 03/01/16 SWR--ELBOW,NIPPLE	7.96			5310	430600		220		101000
		580096 03/02/16 SWR-MISC SCREWS	5.26			5310	430600		220		101000
		580129 03/07/16 SWR-SUPPLIES	7.90			5310	430600		220		101000
		Total for Vendor:	**45.00**								
34594		1411 HD SUPPLY WATERWORKS LTD	362.99								
		F166510 02/26/16 WTR-BUSHINGS,CPLGS,ADPTS,BL C	1,038.20			5210	430500		230		101000
		F046265 01/25/16 WTR-CREDIT,BARREL COUPLING	-675.21			5210	430500		230		101000
		Total for Vendor:	**362.99**								
34597		1659 HIGH COUNTRY LINEN SUPPLY	175.78								
		0205407 03/07/16 FAC-MATS (CITY HALL)	148.25			1000	411200		224		101000
		0205408 03/07/16 FD-MATS	27.53			1000	411200		224		101000
		Total for Vendor:	**175.78**								

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund	Org	Acct	Object	Proj	Cash Account
34598		2849 J2 BUSINESS PRODUCTS	123.22								
		C611716 02/02/16 WTR-CREDIT,INK CRTDG	-20.50			5210	430500		210		101000
		C611716 02/02/16 SWR-CREDIT,INK CRTDG	-20.49			5310	430600		210		101000
		639083 03/03/15 FIN-STENCILS	7.65			1000	410500		210		101000
		639083 03/03/15 WTR-STENCILS	3.06			5210	430500		210		101000
		639083 03/03/15 SWR-STENCILS	3.06			5310	430600		210		101000
		639083 03/03/15 BLDG-STENCILS	0.76			2394	420500		210		101000
		639083 03/03/15 PLNG-STENCILS	0.77			1000	411000		210		101000
		639437 03/07/16 PD-BINDER,ENVELOPES	12.47			1000	420100		210		101000
		639438 03/07/16 FIN-SHARPIES,COPY PAPER	68.22			1000	410500		210		101000
		639438 03/07/16 WTR-SHARPIES,COPY PAPER	27.28			5210	430500		210		101000
		639438 03/07/16 SWR-SHARPIES,COPY PAPER	27.28			5310	430600		210		101000
		639438 03/07/16 BLDG-SHARPIES,COPY PAPER	6.83			2394	420500		210		101000
		639438 03/07/16 PLNG-SHARPIES,COPY PAPER	6.83			1000	411000		210		101000
		Total for Vendor:	**123.22**								
34599		1504 KALISPELL COPY CENTER	16.53								
		143719 03/04/16 WTR-BLACKLINE,BL FLAGGING TAPE	3.43			5210	430500		220		101000
		144108 03/15/16 SWR-BLACKLINE,BINDING	13.10			5310	430600		210		101000
		Total for Vendor:	**16.53**								
34630		1690 LASALLE SAND & GRAVEL, LLC	82.72								
		78019 03/08/16 STRS-3/4 CRUSH	41.26			2500	430200		452		101000
		78020 03/08/16 STRS-3/4 CRUSH	41.46			2500	430200		452		101000
		Total for Vendor:	**82.72**								
34600		2595 MACON SUPPLY, INC	36.30								
		675866 03/05/21 SWR-SIKA FLEX	36.30			5310	430600		220		101000
		Total for Vendor:	**36.30**								
34602		1493 MAHUGH FIRE & SAFETY	75.00								
		68637 03/02/16 FD-LED LIGHTS,RUBBER STRAPS	75.00			1000	420400		220		101000
		Total for Vendor:	**75.00**								

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund	Org Acct	Object	Proj	Cash Account
34603		2180 MATSON, RANDY	70.00							
		8963-26 02/29/16 FD-RURAL SNOW PLOWING	70.00*			1000	420400	399		101000
		Total for Vendor:	**70.00**							
34601		916 MID-AMERICAN RESEARCH CHEMICAL	572.33							
		0573598IN 02/26/16 STRS-DEGREASER.BREAK-AWAY	150.43			2500	430200	220		101000
		0573599IN 02/26/16 STRS-SUPER-ZYME	421.90*			2500	430200	221		101000
		Total for Vendor:	**572.33**							
34604		43 MONTANA ENVIRONMENTAL LABORATORY	573.00							
		1600867 02/01/16 SWR-AMMON,NITRATE+NITRITE,TKN	121.00			5310	430600	394		101000
		1601076 02/09/16 SWR-AMMON,N-HEX,NITRATE+NITRI	159.00			5310	430600	394		101000
		1601077 09/11/16 SWR-ALUMINUM	15.00			5310	430600	394		101000
		1601340 02/16/16 SWR-AMMON,NITRATE+NITRITE,TKN	84.00			5310	430600	394		101000
		1601587 02/23/16 SWR-AMMON,NITRATE+NITRITE,TKN	84.00			5310	430600	394		101000
		1601626 02/18/16 WTR-COLIFORM BACTERIA	110.00			5210	430500	394		101000
		Total for Vendor:	**573.00**							
34605		559 MONTANA ONE CALL CENTER	38.75							
		03112016 03/11/16 STRS-UDIG LOCATES 2/12-3/10/	12.91			2500	430200	318		101000
		03112016 03/11/16 WTR-UDIG LOCATES 2/12-3/10/1	12.92			5210	430500	318		101000
		03112016 03/11/16 SWR-UDIG LOCATES 2/12-3/10/1	12.92			5310	430600	318		101000
		Total for Vendor:	**38.75**							
34631		1247 MURDOCH'S RANCH & HOME KALISPELL	19.59							
		440/34 03/03/16 STRS-BOLTS	19.59			2500	430200	240		101000
		Total for Vendor:	**19.59**							
34632		52 NAPA AUTO PARTS	42.57							
		755287 02/24/16 FD-BUTT CONNECTOR	3.58			1000	420400	220		101000
		756124 03/03/16 STRS-COUPLER	38.99			2500	430200	232		101000
		Total for Vendor:	**42.57**							
34607		908 NEWMAN TRAFFIC SIGNS	114.30							
		TI-0295446 03/02/16 STRS-NO THRU TRUCKS	114.30			2500	430200	242		101000
		Total for Vendor:	**114.30**							

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund	Org Acct	Object	Proj	Cash Account
34606		520 NORCO, INC.	47.22							
		17902085 02/18/16 STRS-BOMBER JACKET,R.LAWRENC	37.65*			2500	430200	226		101000
		17983063 02/29/16 STRS-CYLINDER RENTAL	9.57			2500	430200	220		101000
		Total for Vendor:	**47.22**							
34610		2168 NORTH CENTRAL LABORATORIES	256.62							
		369339 03/02/16 SWR-BOD STNDRD,PIPET,CYLINDER	256.62			5310	430600	222		101000
		Total for Vendor:	**256.62**							
34633		378 NORTH VALLEY AG CENTER	21.99							
		226966 03/15/16 STRS-GLOVES	21.99*			2500	430200	226		101000
		Total for Vendor:	**21.99**							
34609		2025 NORTH VALLEY SPORTSMAN CLUB	84.00							
		031616 03/15/16 PD-2016 MEMBERSHIP RENEWAL	84.00			1000	420100	399		101000
		Total for Vendor:	**84.00**							
34608		2140 NORTHERN ENERGY-KALISPELL	488.00							
		3050102228 03/06/16 FD-RURAL PROPANE	488.00			1000	420400	344		101000
		Total for Vendor:	**488.00**							
34634		2002 NORTHWEST PARTS & EQUIPMENT &	287.01							
		C222862 03/10/16 STRS-HYD HOSE,DUST CAPS,FORS	287.01			2500	430200	240		101000
		Total for Vendor:	**287.01**							
34635		2816 O'REILLY AUTO PARTS	59.40							
		4774151351 03/14/16 STRS-NITRILE GLOVES	29.70			2500	430200	220		101000
		4774151445 03/15/16 STRS-NITRILE GLOVES	29.70			2500	430200	220		101000
		Total for Vendor:	**59.40**							
34612		857 PEE-WEE'S INC.	300.00							
		387490 02/29/16 PRKS-RIVER'S EDGE	75.00			1000	460400	399		101000
		387491 02/29/16 PRKS-TALBOT RD BIKE PATH	75.00			1000	460400	399		101000
		387489 02/29/16 PRKS-HORINE FIELD	75.00			1000	460400	399		101000
		387605 02/29/16 PRKS-RIVER'S EDGE #2	75.00			1000	460400	399		101000
		Total for Vendor:	**300.00**							

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund	Org Acct	Object	Proj	Cash Account
34611		1888 PLETCH ELECTRIC INC	300.00							
		4191 03/03/16 SWR-INSTALL OUTLET	300.00*			5310	430600	366		101000
		Total for Vendor:	**300.00**							
34636		2620 ROBERT PECCIA AND ASSOCIATES	1,838.10							
		10 03/10/16 LP WELL FLOW METER	782.27			5210	430500	354		101000
		10 03/10/16 CEDAR CREEK DRAINAGE	1,055.83*			1000	430200	354		101000
		Total for Vendor:	**1,838.10**							
34637		2755 SHERWIN-WILLIAMS CO	721.69							
		6305-7 03/08/16 STRS-PARK WHITE,PARK BLUE,CS S	721.69			2500	430200	242		101000
		Total for Vendor:	**721.69**							
34614		2795 STRATTON, SETH	47.00							
		031616 03/03/16 PD-MEALS	47.00			1000	420100	380		101000
		Total for Vendor:	**47.00**							
34613		1653 SUPER 1 FOODS	37.60							
		031616 02/04/16 SWR-DISTILLED WTR	19.66			5310	430600	222		101000
		031616 02/27/16 FD-DONUTS	5.98			1000	420400	380		101000
		031616 02/20/16 FD-DONUTS (UNDER ACCT#1011)	11.96			1000	420400	380		101000
		Total for Vendor:	**37.60**							
34616		1623 THE UPS STORE #4515	39.97							
		888294 02/16/16 PD-EVIDENCE	22.75			1000	420100	310		101000
		888852 02/18/16 PD-EVIDENCE	8.61			1000	420100	310		101000
		888857 02/19/16 PD-EVIDENCE	8.61			1000	420100	310		101000
		Total for Vendor:	**39.97**							
34615		2453 TONERPORT,INCORPORATED	184.50							
		79803 02/25/16 FIN-CYAN TONER	92.25			1000	410500	210		101000
		79803 02/25/16 WTR-CYAN TONER	36.90			5210	430500	210		101000
		79803 02/25/16 SWR-CYAN TONER	36.90			5310	430600	210		101000
		79803 02/25/16 BLDG-CYAN TONER	9.22			2394	420500	210		101000
		79803 02/25/16 PLNG-CYAN TONER	9.23			1000	411000	210		101000
		Total for Vendor:	**184.50**							

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund	Org Acct	Object	Proj	Cash Account
34626		1456 UTILITY SPECIALITIES INC.	314.86							
		6450 03/03/16 STRS-GUARD HOOK,GAS TANK	314.86			2500	430200	240		101000
		Total for Vendor:	**314.86**							
34618		1286 WICKLANDER-ZULAWSKI AND	850.00							
CRIMINAL INTERVIEW & INTERROGATION TECHNIQUES - MARCH 29-31, 2016 - KALISPELL, MT										
		90390145 03/03/16 ATTENDEE FEE,T.ENGLISH	450.00			1000	420100	380		101000
		90390613 03/03/16 ATTENDEE FEE,S.STRATTON	200.00			1000	420100	380		101000
		90390407 03/03/16 ATTENDEE FEE,J.HADDENHAM	200.00			1000	420100	380		101000
		Total for Vendor:	**850.00**							

# of Claims 62 Total: 44,986.12

Total for Payroll Checks

	Employee	Employer	Amount
ADDL HOURS (Additional)	0.00		275.00
COMP HOURS (Comp Time Used)	1.00		21.25
OVER HOURS (Overtime)	6.50		185.42
OVT2 HOURS (STEP SHIFT B)	21.00		11.03
OVTD HOURS (STEP overtime)	25.00		807.06
REG HOURS (Regular Time)	2,073.25		45,449.74
SHF1 HOURS (Shift Diff B)	214.00		74.91
SHF2 HOURS (Shift diff C)	218.25		152.79
SICK HOURS (Sick Time)	49.50		918.98
VACA HOURS (Vacation Time Used)	58.50		1,625.09
GROSS PAY	49,521.27	0.00	
NET PAY	32,856.47	0.00	
NET PAY (CHECKS)	1,880.43		
NET PAY (DIRECT DEPOSIT)	30,976.04		
AFLAC-POSTTAX	92.73	0.00	
AFLAC-PRETAX	163.59	0.00	
CHILD SUPPORT	107.57	0.00	
CITY OF COLUMBI	15.00	0.00	
FIT	4,165.50	0.00	
FLEX ALLEGIANCE	689.00	24.75	
HEALTHINS/PRE	1,761.68	11,401.37	
MEDICARE	693.77	693.77	
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.	2,164.10	2,265.45	
PERS/FURS	259.36	348.07	
PERS/POLICE	1,611.81	2,580.67	
SIT	1,946.00	0.00	
SOCIAL SECURITY	1,744.24	1,744.24	
TEAMSTERS DUES	192.00	0.00	
TEAMSTERS INIT	50.00	0.00	
UNEMPL. INSUR.	0.00	222.83	
UNUM LIFE INS.	104.21	0.00	
WHITEFISH CREDI	25.00	0.00	
WORKERS' COMP	0.00	2,205.88	
FIRST CITIZENS	806.27	0.00	
FREEDOM BANK	1,180.71	0.00	
GLACIER BANK/CF	10,383.60	0.00	
GLACIER BANK/WF	2,198.47	0.00	
PARKSIDE CR U	7,502.93	0.00	
US BANK-	1,365.87	0.00	
WELLS FARGO	3,050.03	0.00	
WFISH CR UNION	4,488.16	0.00	
FIT/SIT BASE	42,111.73	0.00	
MEDICARE BASE	47,846.37	0.00	
PERS BASE	47,726.24	0.00	

3/11/2016
Payroll
$84,551.02
Bard Staaland

SOC SEC BASE	28,132.83	0.00
UN BASE	49,521.27	0.00
WC BASE	49,641.04	0.00
Total		22,426.40

Total Payroll Expense (Gross Pay + Employer Contributions): 71,947.67

Check Summary

Payroll Checks Prev. Out.	$2,947.31
Payroll Checks Issued	$32,644.25
Payroll Checks Redeemed	$2,616.51
Payroll Checks Outstanding	$32,975.05
Electronic Checks	$51,906.77

Deductions Accrued		Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
Social Security	3488.48		3488.48		212260
Medicare	1387.54		1387.54		212260
P.E.R.S.	4429.55		4429.55		212270
Unempl. Insur.	222.83	1147.16		1369.99	212210
Workers' Comp	2205.88	11298.05		13503.93	212220
FIT	4165.50		4165.50		212260
SIT	1946.00		1946.00		212260
AFLAC-PRETAX	163.59	163.59		327.18	212230
NATIONWIDE/EMP	760.00		760.00		212280
Teamsters dues	192.00	192.00		384.00	212310
MPEA Dues	95.00	95.00		190.00	212320
Whitefish credi	25.00		25.00		212350
PERS/Police	4192.48		4192.48		212240
TEAMSTERS INIT	50.00	50.00		100.00	212310
NATIONWIDE/CITY	939.37		939.37		212280
AFLAC-POSTTAX	92.73	92.73		185.46	212230
PERS/FURS	607.43		607.43		212275
MT ST FIRE ASSO	24.24		24.24		212315
HEALTHINS/PRE	13163.05	13363.05	28684.24	-2158.14	212400
CITY OF COLUMBI	15.00		15.00		212450
UNUM LIFE INS.	104.21	104.19	208.40		212400
FLEX ALLEGIANCE	713.75		713.75		212285
CHILD SUPPORT	107.57		107.57		212330
Total Ded.	39091.20	26505.77	51694.55	13902.42	

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

CITY OF COLUMBIA FALLS
MINUTES OF THE REGULAR MEETING
HELD MARCH 7, 2016

Regular Meeting - Transact Routine Business

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

ROLL CALL

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

Also present were City Manager Nicosia, City Clerk Staaland, City Attorney Breck, Police Chief Perry and Public Works Director Jenkins.

Pledge of Allegiance

PLEDGE

APPROVAL OF AGENDA:

AGENDA APPROVAL

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

CONSENT AGENDA:

CONSENT AGENDA APPROVAL

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

A. Approval of Claims - $65,573.38 - March 7, 2016
B. Approval of Payroll Claims - $ 61,445.17 - February 26, 2016
C. Approval of Regular Meeting Minutes – February 16, 2016

VISITOR/PUBLIC COMMENT:

VISITOR/PUBLIC COMMENT

None.

EMPLOYEE RECOGNITION: Mayor Barnhart presented David Perry, Chief of Police with his 25 years of service pin and thanked him for his dedication to the City of Columbia Falls.

EMPLOYEE RECOGNITION

PUBLIC HEARINGS/NOTICES:

PUBLIC HEARINGS- Adoption of ISPSC

A. Hearing – Adoption of International Swimming Pool and Spa Code (ISPSC) 2015 Edition

The Columbia Falls City Council will hold a public hearing for the purpose of amending Chapter 15.08 adding the adoption of the International Swimming Pool and Spa Code (ISPSC) 2015 edition, at their regular meeting, Monday, March 7, 2016 at 7:00 p.m. The hearing will be held in the Council Chambers, City Hall, 130 6th ST. West, Columbia Falls, MT.

The Montana Department of Labor & Industry Building Codes Bureau gave notice that they adopted the International Swimming Pool and Spa Code (ISPSC) 2015 edition. As a certified city, the City of Columbia Falls must amend Chapter 15.08, Building Codes, to also adopt the ISPSC. Future editions of the ISPSC adopted by the Department of Labor & Industry will be adopted by the City under Administrative Order, as established by Ordinance 684 in 2007.

The proposed amendment is available for review at the office of the City Clerk, City of Columbia Falls 130 6th Street West, Columbia Falls, MT.

Written comments concerning this amendment 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.

City Manager Nicosia said in January 2016 the Department of Labor & Industry Building Codes Bureau gave notice they adopted the 2015 International ISPSC and the City would also need to adopt the code subject to provisions of administration order per City Ordinance #760. Fees will not be increased or be separate from the building permit fees. Mayor Barnhart asked if Whitefish increased their fees. Nicosia replied no, they did not.

With no public comment Mayor Barnhart opened and closed the public hearing at 7:05 p.m.

B. Hearing - Amending Chapter 12.40 Parks

PUBLIC HEARING- Amending Chapter 12.40 Parks Special Use Permit

The Columbia Falls City Council will hold a hearing for the purpose of amending Chapter 12.40 Parks to allow the city to amend the park rules allowing the consumption of alcohol at specially permitted events at designated City Parks and providing the specific permit requirements.

City Manager Nicosia provided Council with the revised application for special use permit for City Parks. Staff is proposing to have River's Edge Park and Marantette Park designated to apply for an alcohol use permit.

Councilman Piper asked about the parking area at River's Edge Park. Nicosia said there is limited parking and the applicant would be required to show a parking plan. Mayor said we could open up the service road for parking during special events. Councilman Karper asked how the city will control how many people show up. Nicosia said it would have to be controlled by security. Chief Perry said on the application there is an authorized representative and he will ask how many people are going to be in attendance. Karper asked what happens if too many people show up, do we

send people away. Nicosia said it would be capacity controlled similar to a building occupancy. City Attorney Breck said we could add two additional questions to the application 1. What is the estimate of attendance based on? 2. What contingency plan will be in place if attendance substantially exceeds estimates? City Attorney Breck said he is unaware of an event in the city exceeding capacity. Councilman Lovering asked about the neighbors in the areas near the parks. Chief Perry said we could put a 200 people limit per event. Mayor Barnhart said perhaps we need police patrolling.

Mayor Barnhart opened the public hearing at 7:34 p.m.

Chris Petersen said he would like to see the applicant be able to utilize the entire park for kids and parking, and the 10:00 p.m. closing time sounds reasonable.

With no further comments Mayor Barnhart closed the public hearing at 7:36 p.m.

Councilman Karper made a motion to amend the application in adding two additional questions. 1. What is the estimate of attendance based on? 2. What contingency plan will be in place if attendance substantially exceeds estimates? Second by Councilman Shepard and the motion carried.

Mayor Barnhart concurs with Chris Petersen in renting the entire park, and issue wrist bands to monitor attendees. Councilman Karper said he would not want the entire park dedicated to the party, due to others having access to the playground and pavilion. Councilman Fisher said he likes the idea and would like to see small groups be able to use the pavilion with alcohol available. Mayor said you would still be required to fence off the area, provide insurance and complete the application.

UNFINISHED BUSINESS:

None.

UNFINISHED BUSINESS

NEW BUSINESS:

A. 6th St/Nucleus Ave. Intersection Review

NEW BUSINESS- 6th Street and Nucleus Ave Intersection

Nicosia presented slides of 6th Street and Nucleus for possible parking modifications. Chief Perry said he and Public Works Director Jenkins, Street Lead Matt Cox and MDOT met at the location for review. Perry said the yellow strip goes back 25 feet and per state law only needs to be 20 feet. The survey showed 184 vehicles going through the intersection per day. Chief Perry said he checked into the LED lights and they are expensive. Nicosia suggested moving the yellow no parking line back 15 feet, and painting that

section white and make it 10 minute parking. Mayor Barnhart said the attempt is to slow people down, the average speed is 22.72 per hour up Nucleus, and the speed limit is 25 MPH. Lovering said she uses the intersection daily and believes it is very unsafe.
Shepard said he thinks the newness has worn off at the North Fork Pizza and parking may not be the issue and believes speed could be. Mayor asked if we can replace the Crosswalk signs. Nicosia said MDOT said they would consider it. Shepard asked about the little caution men on the street and to have them removed in the winter months. Councilman Fisher does not see where the white line will help with the safety concerns.
Mayor said the proposal is to add 20 feet white line for 10 minute parking.

Councilman Karper made motion to back up the yellow line 15 feet and add a 20 foot white line designated for 10 minute parking, second by Councilman Fisher. Councilman Fisher said he doesn't feel that it particularly will do much good and does not see it as a solution to the problem. Councilman Lovering concurs with Fisher that it is not addressing the problem. Councilman Shepard agrees with Fisher and Lovering. Mayor Barnhart believes it is one piece to the solution.
AYES: Karper, Piper, Shepard and Barnhart. NOES: Fisher and Lovering. ABSENT: Petersen.

Councilman Shepard asked if we could have a meeting with Dee Brown and MDOT. The traffic is going to get busier up main street and we need to find a permanent solution. Nicosia said stop signs need to meet criteria and we will provide the traffic reports to MDOT. Mayor would like to make sure the yellow areas are correctly painted to the correct distances, and have all cross walks painted so they are clearly visible. Councilman Shepard asked Chief Perry to enforce the crosswalk violations and speeding on Nucleus Avenue.

ORDINANCES/RESOLUTIONS:

A. SECOND AND FINAL READING - Ordinance 760 - An Ordinance of the City Council of the City of Columbia Falls, Montana, Amending Chapter 10 Section 39 Designated one-way streets in the Columbia Falls Municipal Code.

ORDINANCE #760-Designating one way streets

Councilman Shepard motioned to approve the final reading of Ordinance #760, second by councilman Lovering with Council voting as follows. AYES: Karper, Lovering, Piper, Shepard, Fisher and Barnhart. NOES: None. ABSENT: Petersen.

B. FIRST READING – Ordinance 761 - An Ordinance of the City Council of the City of Columbia Falls, Montana, Amending Chapter 15.08 Building Codes of the Columbia Falls Municipal Code.

ORDINANCE #761 FIRST READING ISPSC

City Manager said as discussed earlier this ordinance is to adopt the International Swimming and Pool Spa Code, 2015 edition as adopted by the Montana Department of Labor & Industry Building Codes Bureau.

Councilman Karper motioned to adopt the First Reading of Ordinance #761, second by Councilman Fisher and the motion carried.

ORDINANCE #762 FIRST READING Special permit application for park use.

C. FIRST READING - Ordinance 762 - An Ordinance of the City Council of the City of Columbia Falls, Montana, Amending Chapter 12.40 Parks of the Columbia Falls Municipal Code.

Councilman Lovering motioned to approve the First Reading of Ordinance #762 to include the two added questions on the application, second by Councilman Shepard and the motion carried.

REPORTS FROM MAYOR AND COUNCIL

REPORTS/BUSINESS FROM MAYOR & COUNCIL:

Mayor said the Shay Engine is rusting and would like to have it spray painted. Shepard said he talked with Tester and his comment is to not delay the process at CFAC. Shepard mentioned there is a corned beef and cabbage dinner at the Masonic Lodge for St. Patrick's Day.

Councilman Lovering commends the police department for their prompt response, as she had to use the 911 system to which the officers showed up immediately to resolve the issue. Lovering also wished the Girls Basketball Team good luck at the state tourney this week.

Mayor Barnhart said he and City Manager had an informational meeting with the head of Glencore and they talked to the EPA in Denver. They want to keep us in the loop and continue moving forward.

REPORT FROM CITY ATTORNEY

REPORTS/BUSINESS FROM CITY ATTORNEY:

None.

CITY MANAGER REPORT

CITY MANAGER:

The right of way on 9th and Nucleus was given to us verbally but nothing on paper. City Attorney Breck sent a formal letter requesting the property to the City but MT DOT later said we couldn't, after looping through their Planning and Legal Department. Nicosia said anything the City does would have to get their permission. The intent is to create an entrance up Nucleus Avenue.

Proposed Council Schedule:

March 14, 2016 - Public safety committee meeting in the Public Works office at 6:30 p.m., reviewing Fire and Police departments. Piper, Barnhart and Lovering.

March 21, 2016 Regular Council Meeting

April 4, 2016 Regular Council Meeting cancelled due to Nicosia being out of

the Country for spring break; council will still authorize claims.
April 12, 2016 Public Works Committee meeting, reviewing water, sewer and street departments.
April 18, 2016 Regular Council meeting
April 25, 2016 Council workshop reviewing general operations/fees not addressed previously planning, building, pool etc.
No March Planning Board meeting.

Nicosia reviewed the Red Bridge Park/river access grant request - The City is requesting $20,800, $1,000 from Trout Unlimited and $3,000 from the City.
Nicosia also reviewed the proposed 911 Center funding options.
Nicosia also reported that the Backslope Brewing location SIA is still outstanding but will be completed and signed as soon as the necessary information is obtained.

CORRESPONDENCE

INFORMATIONAL CORRESPONDENCE - List available for Review

ADJOURN

ADJOURN: Upon motion duly made by Councilman Fisher, seconded by Councilman Piper and the meeting adjourned at 8:50 p.m.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED BY COUNCIL ACTION: March 21, 2016

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT is entered into as of _____, 20____, by and between _____ ("Grantor"), and **Charter Communications** dba Charter Communications ("Operator").

THE PARTIES HERETO AGREE AS FOLLOWS:

1. **GRANT OF EASEMENT.** Grantor hereby grants to Operator, its successors and assigns, an irrevocable, unrestricted easement to the Property or portion thereof (as defined in Section 2) for the installation, maintenance, operation, improvement, removal and repair of cable television system and other communications facilities, including, without limitation, lines, cables, amplifiers, nodes, utility cabinets, and other electronic equipment, towers and poles (the "Facilities"). Grantor hereby agrees that the Facilities shall remain the property of Operator, and are removable at Operator's option. The easement shall include the right of ingress and egress to the Property for the purpose of installation, maintenance, operation, improvement, removal and repair of the Facilities during normal working hours or any other time, day or night, in the event of an emergency situation which, in Operator's reasonable determination, affects the normal operation of the cable system. Grantor warrants that he has title to the Property and that Operator shall have peaceable enjoyment of such easement.

2. **PROPERTY.** Grantor's property (the "Property") is situated in the City of Columbia Falls, County of Flathead, State of Montana (the "Community"), with a street address of intersection of 4th Av West and 11th St W. A legal description of the Property in which the easement has been granted is set forth on **Exhibit A,** which is attached hereto and by reference made a part hereof.

3. **REPAIR.** Operator shall repair to the reasonable satisfaction of Grantor any structure, fence, paving, landscaping or other part of the Property which is altered or damaged during the installation, maintenance, repair or removal of the Facilities in the easement.

4. **ASSIGNMENT.** Operator may assign this Easement Agreement to any entity or individual that is a successor to Operator as a cable communications franchisee in the Community. No consent to such assignment is required from Grantor.

5. **TERM.** This Easement Agreement shall remain in full force and effect for so long as Operator (or its successors-in-interest) holds a cable communications franchise or other right to provide communications services in the Community. In the event of a dispute as to the termination date of a franchise, this Easement Agreement shall remain in force until such dispute is finally resolved. The grant of this easement is not conditioned upon the provision of cable communications service to the Property. Non-use or a limited use of this easement shall not prevent Operator from later making full

use of the easement. This Easement Agreement may be terminated and abandoned by Operator upon the giving of sixty (60) days prior written notice to Grantor and after a reasonable opportunity is provided to remove the Facilities from the Property. Upon such termination and removal, Operator shall record such documents as are necessary to abandon the easement.

6. NON-INTERFERENCE. Grantor, for himself, his heirs, successors and assigns, covenants that the Property shall not be used in any manner which might interfere with or damage the Facilities, or which might interfere with the maintenance, operation or removal of the Facilities.

7. BINDING. The provisions and covenants contained in this easement shall run with the land and shall bind and inure to the benefit of the respective successors-in-interest of the parties hereto.

8. RECORDATION. Upon completion of the installation of the Facilities on the Property, Operator may record this Easement Agreement in the real property records of the county or other local government where the Property is located.

9. NOTICE. All notices to be given by one party to this Easement Agreement to the other party hereto shall be in writing, by certified mail to the following addresses:

(i) If to Grantor:

_____
_____
_____
_____
Attention:_____

(ii) If to Operator:

Charter Communications
333 1st Ave East
Kalispell, Montana,59901

Attention: Wes Hewitt

With a copy to: Charter Communications
Legal Department - Operations
12405 Powerscourt Drive
St. Louis, Missouri 63131

10. FURTHER DOCUMENTS. Grantor will execute any and all further documents which Operator reasonably requests to assure that Operator has the rights granted in this easement.

IN WITNESS WHEREOF, the parties have executed this Easement Agreement as of the date first written above.

GRANTOR:	**OPERATOR:**
_____	**Charter Communications**
By:_____	By: MATT KAPELANCZYK
Name:_____	Name: Matt Kapelanczyk
Title: _____	Title: CONSTRUCTION COORDINATOR

STATE OF_____)
) SS.
COUNTY OF _____)

Before me, a notary public in and for said State, appeared _____, known to me to be the Grantor of the easement described in the foregoing Easement Agreement, and executed said instrument as his free act and deed.

Given under my hand and seal this _____ day of _____, 20__.

_____
Notary Public

My commission expires:

_____

STATE OF Montana)
) SS.
COUNTY OF Flathead)

On this day personally appeared Matt Kapezandzyk, to me known, to be the Construction Coordinator of **[CHARTER ENTITY]**, who executed the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said entity, for the uses and purposes therein mentioned, and on oath stated that he/she is authorized to execute said instrument.

GIVEN under my hand and official seal this 14th day of March, 2016.

Vickie R. Ott Vickie R. OTT
Notary Public

My commission expires:

10-14-2019

VICKIE R OTT NOTARIAL SEAL STATE OF MONTANA
VICKIE R OTT
NOTARY PUBLIC for the
State of Montana
Residing at Columbia Falls, Montana
My Commission Expires
October 14, 2019

EXHIBIT A

Attached to and Forming a Part of
Easement Agreement
between

City of Columbia Falls, as Grantor
and **Charter Communications** as Operator

Legal Description

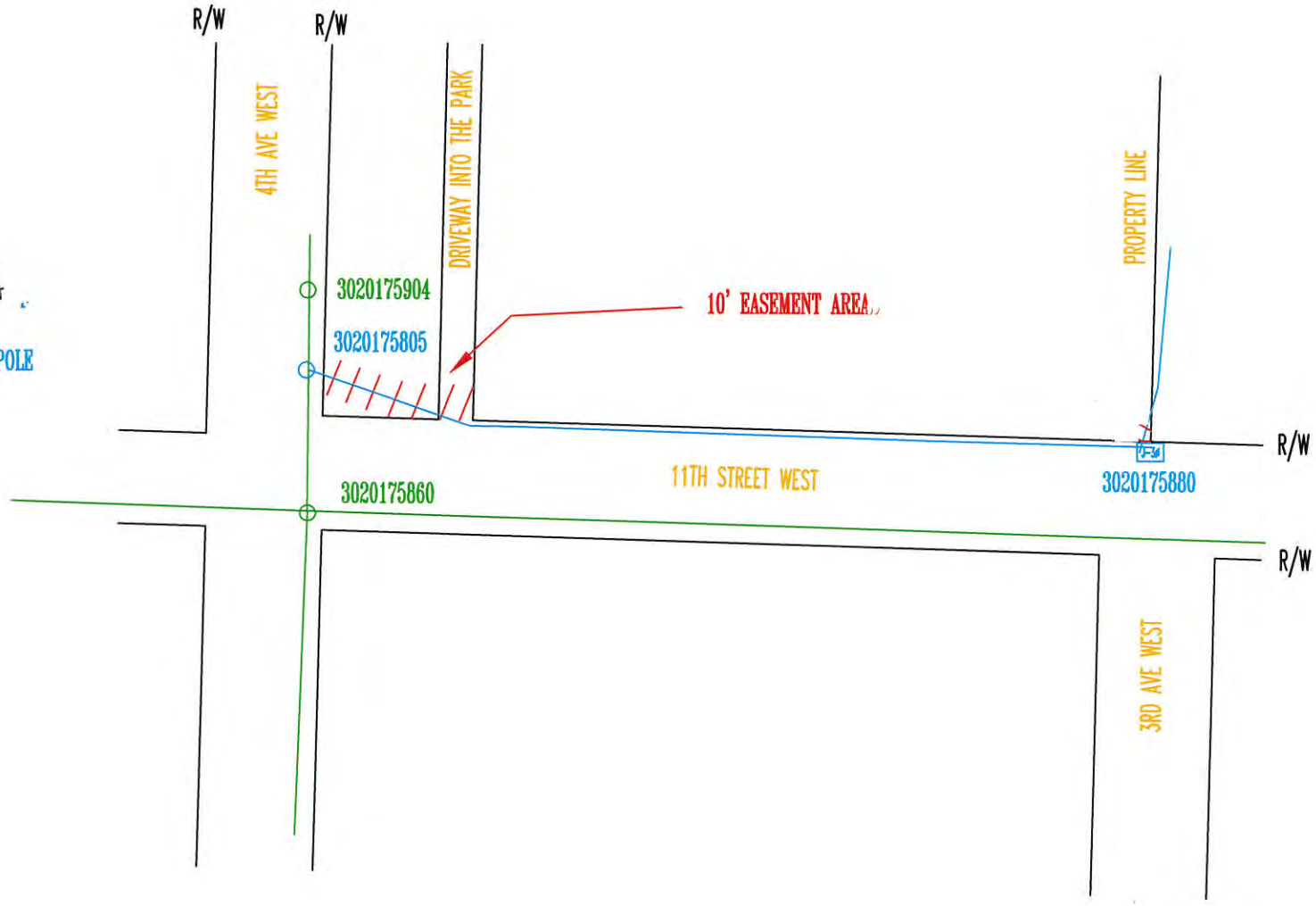
Lots 1 thru 10, Block 69 of Columbia Falls first addition all in Sec. 17, T30N, R20W,P.M.M. as described in Assessor's #E034056, deed records for the county of Flathead, Montana. (WO# 20150958 SP)

[attach Map when available]

EXHIBIT A

SECTION 17
TOWNSHIP 30
RANGE 20

GREEN = EXISTING POLES AND OVERHEAD LINES
BLUE = NEW 2" CONDUIT WITH COAX CABLE EXTENDED OFF FROM A NEW INSERTED POLE



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

PHONE (406) 892-4391

FAX (406) 892-4413

March 17, 2016

To: Mayor & Council

From: City Manager Nicosia Susan

Re: Subdivision Improvement Agreement – Carlyle Properties LLC

The developer is still obtaining the necessary paperwork and estimates to complete the final Subdivision Improvement Agreement for bonding the outstanding paving, landscaping and drainage for the project at 1107 9th ST West.

The City is responsible for the alleyway portion and may also be responsible for a portion of the drainage, based on the Public Works requirements. The city portion has not been determined at this time. The final documents will be prepared after determining the developer portion for bonding purposes.

Pareco LLC

Carlyle Properties LLC
1107 9th Ave

Backslope Brewery Exterior Improvements

Item #	Description	Unit	Quantity	Unit Price	Total Estimated Price
	Parking Area Improvements				
A1	Construction staking, general grading and shaping of sub-base with any necessary import/export of soils	SY	1260	2.60	$ 3,276.00
A2	8" depth sub-base scarification, water conditioning and compaction to 95% standard Proctor, using in place material	SY	1260	1.00	$ 1,260.00
A3	4" of 3/4" crushed road base compacted to 95% standard Proctor	SY	1260	2.30	$ 2898.00
A4	2.5" of bituminous asphalt MPWSS density	SY	1260	11.70	$ 14,742.00
A5	Parking lot striping and 9 installed / anchored precast concrete parking bumper blocks, per plan	LS	1	1504.20	$ 1504.20
A6	Sod installed over 4" of imported sandy-loam soils	SY	310	—	$ —
A7	6" thickness concrete sidwalk on 4" of 3/4" crushed road base compacted to 95% std Proctor	SF	133	—	$ —
A8	Install ADA parking space sign	EA	2	—	$ —
A9	Install sufficient 2" conduits below asphalt / sidewalk to allow for irrigation to all landscape areas from building	LS	1	150.00	$ 150.00
A10	Install of two provided precast light pole bases	LS	1	—	$ —
A11	90% of whole project mobilization, bonding & submittal costs and any misc. costs for sitework not included above	LS	1	—	$ —
				Sub-Total Parking Area Costs =	$ 23,830.20

Item #	Description	Unit	Quantity	Unit Price	Total Estimated Price
	Alley Surfacing Project Items				
B1	Construction staking, general grading and shaping of sub-base with any necessary import/export	SY	233	2.60	$ 605.80
B2	8" depth sub-base scarification, water conditioning and compaction to 95% standard Proctor, using in place material	SY	233	1.00	$ 233.00
B3	4" of 3/4" crushed road base compactred to 95% standard Proctor	SY	233	2.30	$ 535.90
B4	3" of bituminous asphalt in 2 lifts with tack coat meeting MPWSS density	SY	233	11.90	$ 2772.70
B5	Saw-cut existing asphalt at either end of alley work prior to paving; then seal cold joint	LS	1	150.00	$ 150.00
B6	10% of whole project mobilization, bonding and submittal costs and any misc. costs for alley work not included above	LS	1	—	$ —
				Sub-Total Alley Paving Costs =	$ 4297.40

Drainage Items					
Item #	Description	Unit	Quantity	Unit Price	Total Estimated Price
C1	Excavation & embankment for stormwater system with compaction to 95% std Proctor	LS	1	2500.00	$ 2500.00
C2	Install 30" dia. R.C.P. stormwater inlet structure with inlet grate, frame & poured concrete bottom	EA	2	900.00	$ 1800.00
C3	Install poured concrete apron around inlet grate	EA	2	250.00	$ 250.00
C4	Install four StormTech SC-740 infiltration chambers with 6" thickness of clean, angular rock on all sides, non-woven geofabric on sides and top of rock, and necessary 8" SDR-35 PVC pipe to connect chambers to inlets	LS	1	2800.00	$ 2800.00
C5	Any misc. costs for stormwater system work not included above	LS	1		$
				Sub-Total Stormwater System Costs =	$ 7350.00

Project Total Costs	
Grand-Total Project Costs =	$ 35,477.00

Add 5 1/2 % if Bond Required

Bid By Russell Olsen
President Paveco LLC

MONTANA DEPARTMENT OF COMMERCE
YOUTH RECREATIONAL FACILITY GRANT PROGRAM
CITY OF COLUMBIA FALLS
CONTRACT #MT-17-YRF-60-001

This Contract is entered into by the City of Columbia Falls, Montana (Grantee) and the Montana Department of Commerce (Department) for the express and mutually enforceable benefit of the Columbia Falls Baseball Association, Columbia Falls, Montana.

The Grantee and the Department hereby agree to the following terms:

Section 1. PURPOSE

The purpose of this Contract is to provide funding for youth recreational facility improvements approved by the Department under the Youth Recreational Facility Grant Program (hereinafter "Program"), as authorized by HB 2, passed by the 64th Legislature and as signed into law by Governor Bullock on May 5, 2015, Chapter 400, Laws 2015) and as specifically agreed to herein.

Section 2. AUTHORITY

This Contract is issued under authority of Chapter 400, Laws 2015 (HB2) and Title 90, Chapter 1, Part 1, MCA.

Section 3. APPLICATION INCORPORATED BY REFERENCE

The Grantee's application for Program assistance, including any written modifications resulting from the review of the applications by the Department (collectively, the "Project"), is specifically incorporated into this Contract by this reference and the representations made therein are binding upon the Grantee.

Section 4. ACCEPTANCE OF PROGRAM REQUIREMENTS

(a) The Grantee will comply with all applicable local, state, and federal laws, regulations, ordinances, and resolutions, as now in effect or as may be amended during the term of this Contract, and all administrative directives and procedures that may be established or amended by the Department for the Program, including the most current version of the Program Administration Manual.

(b) The Grantee agrees that all contracts and subcontracts entered into for the completion of the activities described in Section 6 SCOPE OF WORK will require such contractors, subcontractors, and subrecipient entities to also comply with all applicable local, state, and federal laws, regulations, administrative directives, procedures, ordinances, and resolutions, including the most current version of the Program Administration Manual.

(c) The Grantee agrees that the Project will adhere to all applicable design standards and obtain all applicable federal, state, and local permits required for the project.

(d) The Grantee expressly agrees to repay to the Department any funds advanced under this Contract that the Grantee, its contractors, subcontractors, or subrecipient entities, or any public or private agent or agency to which it delegates authority to carry out portions of this Contract, expends in violation of the terms of this Contract, the statutes and regulations governing the Program, or any applicable local, state, or federal requirements.

Section 5. EFFECTIVE DATE AND TIME OF PERFORMANCE

(a) This Contract shall take effect upon execution by the parties and will terminate on June 30, 2017 or upon approval of Grantee's Project Completion Report by the Department, whichever is earlier, unless otherwise terminated in accordance with Section 22 of this Contract.

(b) All authorized expenses to be reimbursed must be incurred by the Grantee on or after May 5, 2015 and prior to the date of termination of the Contract pursuant to Section 5(a). All Requests for Reimbursement must be submitted to the Department within 90 days after the Department's approval of the Grantee's Project Completion Report.

(c) The activities to be performed by the Grantee will be completed according to the implementation schedule set forth in Exhibit A. The Grantee may modify the implementation schedule set forth in Exhibit A only upon obtaining the prior written approval of the Department.

(d) The Department may grant a Contract extension upon request by the Grantee if the Department determines, in its sole discretion, that the Grantee has demonstrated progress toward completion of the Project, has engaged in a good faith effort to comply with the duties, terms, and conditions of this Contract, and that the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control. A written request for an extension must be submitted at least 60 days prior to the termination date of the Contract.

Section 6. SCOPE OF WORK

The Grantee will complete the Project and administer this Contract in compliance with the Project Management Plan approved by the Department and as may be amended from time to time by mutual agreement of the parties, specifically incorporated herein by this reference and binding upon the Grantee. The Grantee will use Program funds for the following components of the Project:

- Construct improvements to road and parking facilities at the Sapa/Johnsrud Baseball Fields.

Section 7. BUDGET

(a) The total amount to be awarded to the Grantee under this Contract will not exceed $88,000.

(b) A copy of the Project Budget is attached hereto as Exhibit B and specifically incorporated herein by this reference. If the Project Budget changes after construction bids are awarded or other major Project activity cost elements are determined, the Grantee shall provide the Department with an updated Project Budget.

(c) For budget adjustments of $5,000 or less between line items of the Program portion of Exhibit B, Department approval of the Request for Reimbursement form will constitute approval of the budget adjustment. The Grantee shall describe the rationale for a budget adjustment and note the adjustments in the Request for Reimbursement submitted to the Department. Budget adjustments in excess $5,000 between any line item of Exhibit B must be approved in advance by the Department.

(d) Any authorized funds under this grant not obligated on or before June 30, 2017, or a later date if approved by the Department pursuant to Section 5, will revert to the Department.

Section 8. METHOD OF REIMBURSEMENT

(a) The Department will use the Program funds appropriated in HB 2 to fund Grantee's Project. The Grantee acknowledges that its access to such funds is subject to their availability.

(b) The Department agrees to reimburse the Grantee as set forth in this Section for successfully completing the activities set forth in Section 6 SCOPE OF WORK as eligible Project costs are incurred on or after May 5, 2015, supported by adequate documentation submitted by the Grantee, and upon the Department's approval of the Grantee's Request for Reimbursement. Unless previously agreed to in writing by the Department, the Department will not reimburse Grantee for any costs related to construction or contingency line items in Exhibit B until Grantee demonstrates all applicable permits for the project have been obtained, as required in Section 4(c). In requesting reimbursement, the Grantee will follow the instructions supplied by the Department.

(c) In order to request payment from the Department, the Grantee must submit a Request for Reimbursement Form with supporting documentation, including invoices detailing the project expenses incurred and a breakdown of hourly billing rate by employee, activity, and timeframe, as applicable. The Department will determine, in its sole discretion, whether supporting documents for a Request for Reimbursement are sufficient and adequate to approve reimbursement. The Department may request additional documentation as needed. All documentation and Requests for Reimbursement must be received by the department within 90 days after the Department's approval of the Grantee's Project Completion Report.

(d) The Department will not reimburse the Grantee for any costs incurred prior to May 5, 2015; for any expenses not included in Exhibit B or an approved adjustment thereto; for any ineligible expenses as set forth in the most current version of the Program Administration Manual; or for any expenses not clearly and adequately supported by the Grantee's records.

(e) As further set forth in Section 22 TERMINATION OF CONTRACT, if the Grantee fails to or is unable to comply with any of the terms and conditions of this Contract, any costs incurred will be the Grantee's sole responsibility.

(f) The Department is allowed 15 working days to process a Request for Reimbursement once adequate supporting documentation has been received by the Department. The Grantee shall provide banking information at the time of Contract execution in order to facilitate electronic funds transfer payments.

(g) If the cost of the Project increases, the Department may, at its discretion, suspend the distribution of Program grant funds until the Grantee obtains a firm commitment of funds for the full Project budget.

(h) If actual Project expenses are lower than projected by the Grantee in Exhibit B, or the Grantee obtains funds from other sources than as presented in the Project application, the Department, at its discretion, may reduce the amount of Program grant funds to be provided to the Grantee under this Contract in proportion to all other project funding sources.

(i) If the Department determines that the Grantee has failed to satisfactorily carry out its responsibilities under this Contract or has breached the terms of this Contract, the Department may withhold reimbursement to the Grantee until such time as the Department and the Grantee agree on a plan to remedy the deficiency.

Section 9. REPORTING REQUIREMENTS

(a) Project Progress Reports. During the term of this Contract, the Grantee will submit project progress reports to the Department in conjunction with each Request for Reimbursement. These reports will describe the status of the activities set forth in Section 6 SCOPE OF WORK, including, at a minimum, the percentage completed, costs incurred, funds remaining, and projected completion date. The report must also provide documentation supporting each claim for expenses to be reimbursed, describe any significant problems encountered in carrying out the Project, and the scope of any necessary modifications the Grantee is requesting in the Project scope of work, budget, or implementation schedule. The Department, at its sole discretion, may decline to honor any Request for Reimbursement if the required project progress report has not been submitted to or approved by the Department.

(b) Project Completion Report. Upon completion of the Project, the Grantee will submit a final Project Completion Report for approval by the Department. The Project Completion Report will describe the total costs incurred for the Project, identify the final completion date, and summarize any significant problems encountered in carrying out the Project. Within 30 working days of receiving the Project Completion Report, the Department will issue the Notice of Project Close-out.

Section 10. LIAISONS

The liaisons for this Contract are:

For the Department:
Kelly A. Lynch, Administrator (or successor)
Community Development Division
Montana Department of Commerce

301 S. Park Ave.
P.O. Box 200523
Helena, MT 59620-0523
406-841-2770
DOCCDD@mt.gov

For City of Columbia Falls:
Susan Nicosia, City Manager (or successor)
City of Columbia Falls
130 6th St. West
Columbia Falls, MT 59912
406-892-4391
nicosias@cityofcolumbiafalls.com

Section 11. ACCESS TO AND RETENTION OF RECORDS

(a) The Grantee agrees to create and maintain records supporting the services covered by this Contract, including but not limited to financial records, supporting documents, and such other records as are required by law or other authority, for a period of three (3) years after either the completion date of the Contract or the conclusion of any claim, litigation, or exception relating to the Contract taken by the State of Montana or third party, whichever is later. These records will be kept in the Grantee's offices in Columbia Falls, Montana.

(b) The Grantee shall provide the Department, Montana Legislative Auditor, or their authorized agents access to any records necessary to determine contract compliance.

Section 12. PROJECT MONITORING

The Department or any of its authorized agents may monitor and inspect all phases and aspects of the Grantee's performance to determine compliance with Section 6, SCOPE OF WORK, the proper use of funds, and other technical and administrative requirements of this Contract, including the adequacy of the Grantee's records and accounts. The Department will advise the Grantee of any specific areas of concern and provide the Grantee opportunity to propose corrective actions acceptable to the Department.

Section 13. COMPLIANCE WITH APPLICABLE LAWS

(a) The Grantee must, in performance of work under the Contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, the Patient Protection and Affordable Care Act ("Affordable Care Act"), and Executive Order No. 12-2015 Amending and Providing For Implementation of the Montana Sage Grouse Conservation Strategy. Any subletting or subcontracting by the Grantee subjects subcontractors to the same provisions.

(b) In accordance with Section 49-3-207, MCA and Executive Order No. 04-2016, the Grantee agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, sex, pregnancy, childbirth or medical conditions related to childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status.

(c) The Affordable Care Act requires a Grantee, if Grantee is an applicable large employer under the ACA, to provide healthcare coverage for its employees, who provide services for the State and work for 30 or more hours per week. This coverage must also cover the eligible employee's dependents under the age of 26. The coverage must (a) meet the minimum essential coverage, minimum value, and affordability requirements of the employer responsibility provisions under Section 4980H of the Code (ACA), and (b) otherwise satisfy the requirements of the Code § 4980 H (ACA) if provided by the State.

Section 14. ACCOUNTING, COST PRINCIPLES, AND AUDITING

(a) The Grantee, in accordance with Section 2-7-503 and 18-4-311, MCA and other authorities, must maintain for the purposes of this Contract an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles (GAAP).

(b) The Department or any other legally authorized governmental entity or their authorized agents may, at any time during or after the term of this Contract, conduct, in accordance with Sections 2-7-503, 5-13-304, and 18-1-118, MCA and other authorities, audits for the purposes of ensuring the appropriate administration, expenditure of the monies, and delivery of services provided through this Contract.

Section 15. AVOIDANCE OF CONFLICT OF INTEREST

(a) The Grantee will comply with Sections 2-2-121, 2-2-201, 7-3-4367, and 7-5-4109, MCA, and any other applicable local, state, or federal law regarding the avoidance of conflict of interest.

(b) The Grantee agrees that none of its officers, employees, or agents will solicit or accept gratuities, favors, or anything of monetary value from contractors, subcontractors, or potential contractors and subcontractors, who provide or propose to provide services relating to the project funded under this Contract.

(c) The Grantee shall promptly refer to the Department any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has submitted any false claim or has committed any criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this Contract.

Section 16. OWNERSHIP AND PUBLICATION OF MATERIALS

All reports, information, data, and other materials prepared by the Grantee , or any of its contractors or subcontractors, in furtherance of this Contract are the property of the Grantee and the Department, which both have the royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, in whole or part, such property and any information relating thereto. No material produced in whole or part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of the Department and the Grantee.

Section 17. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

(a) The Grantee may subcontract any portion of this Contract to accomplish the completion of the Project. However, Grantee accepts responsibility for the adherence to the terms of this Contract by such contractors, subcontractors, or subrecipient entities and by any public or private agents or agencies to which it delegates authority to carry out any portion(s) of this Contract. The Grantee shall not otherwise assign or transfer any portion of this Contract without the express written consent of the Department.

(b) The Grantee's assignment, transfer, or subcontract of this Contract or any portion thereof neither makes the Department a party to that agreement nor creates any right, claim, or interest in favor of any party to that agreement against the Department. No contractual relationships exist between any subcontractor, assignee, or transferee and the Department.

(c) The Grantee must immediately notify the Department of any litigation concerning any assignment, transfer, or subcontract of this Contract or any portion thereof.

Section 18. HOLD HARMLESS AND INDEMNIFICATION

The Grantee agrees to protect, defend, and save the Department, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Grantee 's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Grantee and/or its agents, employees, representatives, assigns, or subcontractors under this Contract.

Section 19. INSURANCE

(a) General Requirements. Grantee shall maintain and shall assure that its representatives, assigns,
and subcontractors maintain for the duration of the Contract, at their own cost and expense, liability insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the duties and obligations in the Contract by Grantee, its agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission. The State, its officers, officials, employees, and volunteers are to be covered as additional insured's for all claims arising out of the use of grant proceeds provided by the State of Montana.

(b) General Liability Insurance. At its sole cost and expense, the Grantee shall purchase occurrence coverage with minimum combined single limits of $1 million per occurrence and $2 million aggregate per year, or as established by statutory Tort limits of $750,000 per claim and $1,500,000 per occurrence as provided by a self-insurance pool insuring counties, cities, or towns, as authorized under Section 2-9-211, MCA.

(c) Professional Liability Insurance. Grantee shall assure that any representatives, assigns, and subcontractors performing professional services under this Contract purchase occurrence coverage with combined single limits for each wrongful act of $1,000,000 per occurrence and $2,000,000 aggregate per year. Note: if "occurrence" coverage is unavailable or cost prohibitive, the Contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the

retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three (3) year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

(d) Property Insurance. At its sole cost and expense, the Grantee shall maintain property and hazard insurance, including course of construction coverage, and earthquake insurance in areas where there is a shaking level above 10g (see map at http://rmtd.mt.gov/Portals/62/aboutus/publications/files/NEHRP.pdf) for loss or damage for any building and all related improvements and contents therein on the premises on a replacement cost basis throughout the term of the Contract.

(e) General Provisions. All insurance coverage shall be placed with a carrier licensed to do business in the State of Montana or by a domiciliary state and with a Best's rating of at least A-, or by a public entity self-insured program either individually or on a pool basis as provided by Title 2, MCA. All certificates and endorsements are to be received by the Department prior to beginning any activity provided for under the Contract. Grantee shall notify the Department immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The Department reserves the right to request complete copies of Grantee's insurance policy at any time, including endorsements.

Section 20. DEBARMENT

The Grantee certifies and agrees to ensure during the term of this Contract that neither it nor its principals, contractors, subcontractors, or subrecipient entities are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any governmental department or agency.

Section 21. CONTRACT AMENDMENT

Except as otherwise set forth herein, this Contract may not be enlarged, modified, or altered except upon written agreement signed by all parties to the Contract.

Section 22. TERMINATION OF CONTRACT

This Contract may only be terminated in whole or in part as follows:

(a) Termination Due to Loss or Reduction of Funding. The Department, at its sole discretion, may terminate or reduce the scope of this Contract if available funding sources are

eliminated or reduced for any reason. If a termination or modification is so required, the Department may, if sufficient Program funds are available, compensate the Grantee for eligible services rendered and actual, necessary, and eligible expenses incurred as of the revised termination date. The Department will notify the Grantee of the effective date of the termination or modification of this Contract and, if a reduction in funding is required, will provide the Grantee with a modified Project budget.

(b) Termination for Cause with Notice to Cure Requirement. The Department may terminate this Contract for failure of the Grantee, its contractors, subcontractors, or subrecipient entities to perform or comply with any of the services, duties, terms, or conditions contained in this Contract after giving the Grantee written notice of the stated failure. The written notice will demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

(c) Effect of Termination. In the event of termination due to the Grantee, or its contractors', subcontractors', or subrecipient entities' failure to perform or comply with any of the services, duties, terms, or conditions of this Contract, any costs incurred will be the responsibility of the Grantee. However, at its sole discretion, the Department may approve requests by the Grantee for reimbursement of expenses incurred. The Department's decision to authorize payment of any costs incurred or to recover expended funds will be based on a consideration of the extent to which the expenditure of those funds represented a good faith effort of the Grantee to comply with the any of those services, duties, terms, or conditions of this Contract, and on whether the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control.

Section 23. DEFAULT

Failure on the part of either party to perform the provisions of the Contract constitutes default. Default may result in the pursuit of remedies for breach of contract as set forth herein or as otherwise legally available, including but not limited to damages and specific performance.

Section 24. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Grantee and its principals, contractors, subcontractors, and subrecipient entities are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with Sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an

independent contractor's exemption, or documentation of corporate officer status. Neither the Grantee nor its employees are employees of the Department. This insurance/exemption must be valid for the entire term of the Contract. Proof of compliance and renewal documents must be sent to the Department.

Section 25. FORCE MAJEURE

Neither party shall be responsible for failure to fulfill its obligations due to causes beyond its reasonable control, including without limitation, acts or omissions of government or military authority, acts of God, materials shortages, transportation delays, fires, floods, labor disturbances, riots, wars, terrorist acts, or any other causes, directly or indirectly beyond the reasonable control of the non-performing party, so long as such party is using its best efforts to remedy such failure or delays.

Section 26. SEPARABILITY

A declaration by any court, or any other binding legal forum, that any provision of the Contract is illegal and void shall not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually dependent.

Section 27. NOTICE

All notices required under the provisions of the Contract must be in writing and delivered to the parties' liaisons identified herein either by email, first class mail, or personal service.

Section 28. NO ARBITRATION

Unless otherwise agreed to in writing or provided for by law, arbitration is not available to the parties as a method of resolving disputes that would arise under the Contract.

Section 29. REFERENCE TO CONTRACT

The Contract number must appear on all invoices, reports, and correspondence pertaining to the Contract.

Section 30. NO WAIVER OF BREACH

No failure by the Department to enforce any provisions hereof after any event of breach shall be deemed a waiver of its rights with regard to that event, or any subsequent event. No express

failure of any event of breach shall be deemed a waiver of any provision hereof. No such failure or waiver shall be deemed a waiver of the right of the Department to enforce each and all of the provisions hereof upon any further or other breach on the part of the Grantee.

Section 31. JURISDICTION AND VENUE

This Contract is governed by the laws of Montana. The parties agree that any litigation concerning this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.

Section 32. INTEGRATION

The Contract contains the entire agreement between the parties, and no statements, promises, or inducements of any kind made by either party or the agents of either party, not contained herein or in a properly executed amendment hereto are valid or binding.

IN WITNESS OF THE TERMS SET OUT ABOVE, the parties hereto have caused this Contract to be executed.

CITY OF COLUMBIA FALLS

_____

NAME, TITLE Date

MONTANA DEPARTMENT OF COMMERCE

_____

Kelly A. Lynch, Administrator Date
Community Development Division

EXHIBIT A
YOUTH RECREATIONAL FACILITY GRANT PROGRAM
PROJECT IMPLEMENTATION SCHEDULE

	2016				2017			
	QUARTERS				QUARTERS			
TASK	1ST	2ND	3RD	4TH	1ST	2ND	3RD	4TH
PROJECT START-UP								
A. Sign contract with Department of Commerce	X							
B. Secure approval of other funding **N/A**								
C. Submit progress reports and drawdown request. (Progress reports quarterly if no draws submitted)		X						
PROJECT CONSTRUCTION								
A. Architectural Design								
B. Conduct pre-construction conference	X							
C. Construction and purchase and installation of equipment		X						
D. Monitor Progress		X						
E. Final Inspection		X						
PROJECT CLOSE-OUT								
A. Department of Commerce staff conduct on-site monitoring of the project.			X					
B. Submit project completion report.			X					
C. Include project in audits.						X		

EXHIBIT B

YOUTH RECREATIONAL FACILITY GRANT PROGRAM
PROJECT BUDGET

	SOURCE:	SOURCE:	SOURCE:	SOURCE:	TOTAL
	Youth Rec Grant				
ADMINISTRATIVE/FINANCIAL COSTS:					
Grant Administration		$0.0	$0.0	$0.0	**$0.0**
Office Costs		$0.0	$0.0	$0.0	**$0.0**
Professional Services		$0.0	$0.0	$0.0	**$0.0**
Legal Costs		$0.0	$0.0	$0.0	**$0.0**
Travel & Training		$0.0	$0.0	$0.0	**$0.0**
TOTAL ADMINISTRATIVE/ FINANCIAL COSTS		**$0.0**	**$0.0**	**$0.0**	**$0.0**
ACTIVITY COSTS:					
Equipment Costs	$0.0	$0.0	$0.0	$0.0	**$0.0**
Construction Costs	$88,000	$0.0	$0.0	$0.0	**$88,000**
Architectural/Engineering Design	$0.0	$0.0	$0.0	$0.0	**$0.0**
Project Analysis (Engineering reports, studies, etc)	$0.0	$0.0	$0.0	$0.0	**$0.0**
Contingency	$0.0	$0.0	$0.0	$0.0	**$0.0**
TOTAL ACTIVITY COSTS	**$88,000**	**$0.0**	**$0.0**	**$0.0**	**$88,000**
TOTAL PROJECT COSTS:	**$88,000**	**$0.0**	**$0.0**	**$0.0**	**$88,000**

MONTANA MUNICIPAL INTERLOCAL AUTHORITY
ADDITIONAL COVERED PARTY ENDORSEMENT UNDER THE MEMORANDUM OF LIABILITY COVERAGE

Member Entity: **City of Columbia Falls**	**Contract #:** **MT-17-yrf-60-001**
Original Issue Date: **February 18, 2016**	**Endorsement #:** **FY16-1034-4**
Policy Year: **July 1, 2015 to July 1, 2016**	

Additional Covered Party: Montana Department of Commerce

Reference Activities: per Section 6, Scope of Work, construct improvements to road and parking facilities at the Sapa/Johnsrud Baseball Fields.

In reliance on the representations made in the Entity's application for an Additional Covered Party Endorsement, the Montana Municipal Interlocal Authority (Authority) agrees to provide coverage for the Additional Covered Party named above under the Memorandum of Liability Coverage (Memorandum).

Subject to the LIMITS OF LIABILITY, EXCLUSIONS, CONDITIONS and other terms of the Memorandum of Liability Coverage, the Authority agrees to pay on behalf of the Additional Covered Party all sums in excess of the DEDUCTIBLE which the Additional Covered Party shall become legally obligated to pay as Damages, as those terms are defined in the Memorandum and to which the Memorandum applies, arising solely from the Member Entity's actions, activities and operations in fulfillment of the responsibilities outlined in the **Reference Activities** noted above as identified in the **Contract MT-17-yrf-60-001** which is attached to and made a part hereof, and caused by an Occurrence during the Policy Year noted above.

Coverage under this Endorsement applies only to that coverage afforded under of the Memorandum of Liability Coverage, and any reinsurance coverage that follows the form of the Memorandum of Liability Coverage.

As set forth in the Entity's Application for Additional Covered Party Endorsement coverage under the Memorandum, the undersigned Additional Covered Party understands that this endorsement for coverage is limited to liability arising solely out of the Member Entity's actions, activities and operations in fulfillment of the responsibilities outlined in the **Reference Activities** noted above which is made a part hereof, and is contingent upon the Additional Covered Party being in compliance with the terms and conditions of the above referenced contract.

MMIA AUTHORIZED REPRESENTATIVE

CERTIFICATE OF LIABILITY COVERAGE

ISSUE DATE (MM/DD/YYYY)
02/18/2016

POOLED RISK RETENTION GROUP

MONTANA MUNICIPAL INTERLOCAL AUTHORITY (MMIA)
PO BOX 6669
HELENA, MT 59604-6669
PH: (406) 443-0907 FAX: (406) 449-7440

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MMIA MEMORANDUM OF LIABILITY COVERAGE EFFECTIVE AS OF JULY 1, 2015 AND ITS DECLARATIONS. ANY STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF REQUISITE ENDORSEMENT(s).

COVERED PARTY

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

TYPES OF COVERAGE

COVERAGE LETTER
A General Liability
B Auto Liability

COVERAGE INFORMATION

THIS IS TO CERTIFY THAT A COVERAGE MEMORANDUM HAS BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE MEMORANDUM IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH MEMORANDUM.

COV LTR	TYPE OF COVERAGE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS OF LIABILITY	
A	**GENERAL LIABILITY** X Occurrence	1034RP	07/01/2015 12:01am	06/30/2016	EACH CLAIM EACH OCCURRENCE	750,000 1,500,000
B	**AUTO LIABILITY** X Occurrence	1034RP	07/01/2015 12:01 am	06/30/2016	EACH CLAIM EACH OCCURRENCE	750,000 1,500,000
	DAMAGES UNDER COVERAGE A or B THAT ARE NOT SUBJECT TO LIMITATIONS ON GOVERNMENTAL LIABILITY AS SET FORTH IN MCA, SECTION 2-9-108 X	1034RP	07/01/2015 12:01 am	06/30/2016		THESE DAMAGES ARE SUBJECT TO THE AGGREGATE LIMITS OF LIABILITY SET FORTH BY DECLARATION

Remarks (Including Special Conditions)

As Regards: The Montana Department of Commerce is named as additional covered party subject to the terms and conditions of Endorsement #FY16-1034-4 to the MMIA Memorandum of Liability Coverage as it regards MT-17-YRF-60-001.

CERTIFICATE HOLDER

Montana Department of Commerce
PO Box 200523
Helena MT 59620-0523

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDA BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDA PROVISIONS.

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF PROPERTY COVERAGE

ISSUE DATE (MM/DD/YYYY)
02/18/2016

POOLED RISK RETENTION GROUP

MONTANA MUNICIPAL INTERLOCAL AUTHORITY (MMIA)
PO BOX 6669
HELENA, MT 59604-6669
PH: (406) 443-0907 FAX: (406) 449-7440

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MMIA MEMORANDUM OF PROPERTY COVERAGE EFFECTIVE AS OF JULY 1, 2015 AND ITS DECLARATIONS. ANY STATEMENT ON THIS CERTIFICATE DOES NOT CONFER RIGHTS TO THE CERTIFICATE HOLDER IN LIEU OF REQUISITE ENDORSEMENT(s).

COVERED PARTY

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

COMPANY: MONTANA MUNICIPAL INTERLOCAL AUTHORITY
COVERAGE MEMORANDUM: VARIOUS

PROPERTY INFORMATION
LOCATION / DESCRIPTION

COVERAGE INFORMATION

	TYPE OF COVERAGE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	AMOUNT OF SHARED POOL COVERAGE	DEDUCTIBLE
X	ALL RISK OF DIRECT PHYSICAL LOSS OR DAMAGE PER OCCURRENCE LOSS LIMIT; SUBJECT TO DEDUCTIBLES, SUB-LIMITS AND AGGREGATES PER DECLARATION	1034PL	07/01/2015 12:01 am	06/30/2016	$1,000,000,000	VEHICLES: $1000 CONTRACTOR EQUIPMENT: $1000 REAL PROPERTY: $2500
X	EARTHQUAKE PER OCCURRENCE AND IN THE ANNUAL AGGREGATE – ALL COVERAGES PER DECLARATION	1034PL	07/01/2015 12:01 am	06/30/2016	$100,000,000	$100,000 PER OCCURRENCE
X	FLOOD PER OCCURRENCE AND IN THE ANNUAL AGGREGATE – ALL COVERAGES PER DECLARATION	1034PL	07/01/2015 12:01 am	06/30/2016	$50,000,000	FLOOD ZONES A & V $250,000 OTHER FLOOD ZONES $100,000

Remarks (Including Special Conditions)

As Regards: MT-17-YRF-60-001

CERTIFICATE HOLDER

Montana Department of Commerce
PO Box 200523
Helena MT 59620-0523

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDA BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDA PROVISIONS.

NATURE OF INTEREST

LOSS PAYEE: **EVIDENCE ONLY:**

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF WORKERS' COMPENSATION COVERAGE

ISSUE DATE (MM/DD/YYYY)
02/18/2016

POOLED RISK RETENTION GROUP

MONTANA MUNICIPAL INTERLOCAL AUTHORITY (MMIA)
PO BOX 6669
HELENA, MT 59604-6669
PH: (406) 443-0907 FAX: (406) 449-7440

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE MMIA MEMORANDUM OF WORKERS' COMPENSATION COVERAGE.

COVERED PARTY	TYPE OF COVERAGE
City of Columbia Falls 130 6th St W Columbia Falls MT 59912	**WORKERS' COMPENSATION**

COVERAGE INFORMATION

THIS IS TO CERTIFY THAT A MEMORANDUM OF COVERAGE HAS BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE MEMORANDUM IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH MEMORANDUM.

TYPE OF COVERAGE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
WORKERS' COMPENSATION	1034WC	07/01/2015 12:01 am	06/30/2016	**STATUTORY**

Remarks (Including Special Conditions)

As Regards: MT-17-YRF-60-001

CERTIFICATE HOLDER	CANCELLATION
Montana Department of Commerce PO Box 200523 Helena MT 59620-0523	**SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDA BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDA PROVISIONS.** **AUTHORIZED REPRESENTATIVE**

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

PHONE (406) 892-4391

FAX (406) 892-4413

CITY OF COLUMBIA FALLS
NOTICE OF PUBLIC HEARING

The Columbia Falls City Council will hold a public hearing for the purpose of amending Chapter 15.08 adding the adoption of the International Wildland-Urban Interface Code (IWUIC) 2012 edition, at their regular meeting, Monday, April 18, 2016 at 7:00 p.m. The hearing will be held in the Council Chambers, City Hall, 130 6th ST. West, Columbia Falls, MT.

The Montana Department of Labor & Industry Building Codes Bureau gave notice that they adopted the International Wildland-Urban Interface Code (IWUIC) 2012 edition. As a certified city, the City of Columbia Falls must amend Chapter 15.08, Building Codes, to also adopt the IWUIC. Future editions of the IWUIC adopted by the Department of Labor & Industry will be adopted by the City under Administrative Order, as established by Ordinance 684 in 2007.

The proposed amendment is available for review at the office of the City Clerk, City of Columbia Falls 130 6th Street West, Columbia Falls, MT.

Written comments concerning this amendment 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 16th Day of March, 2016

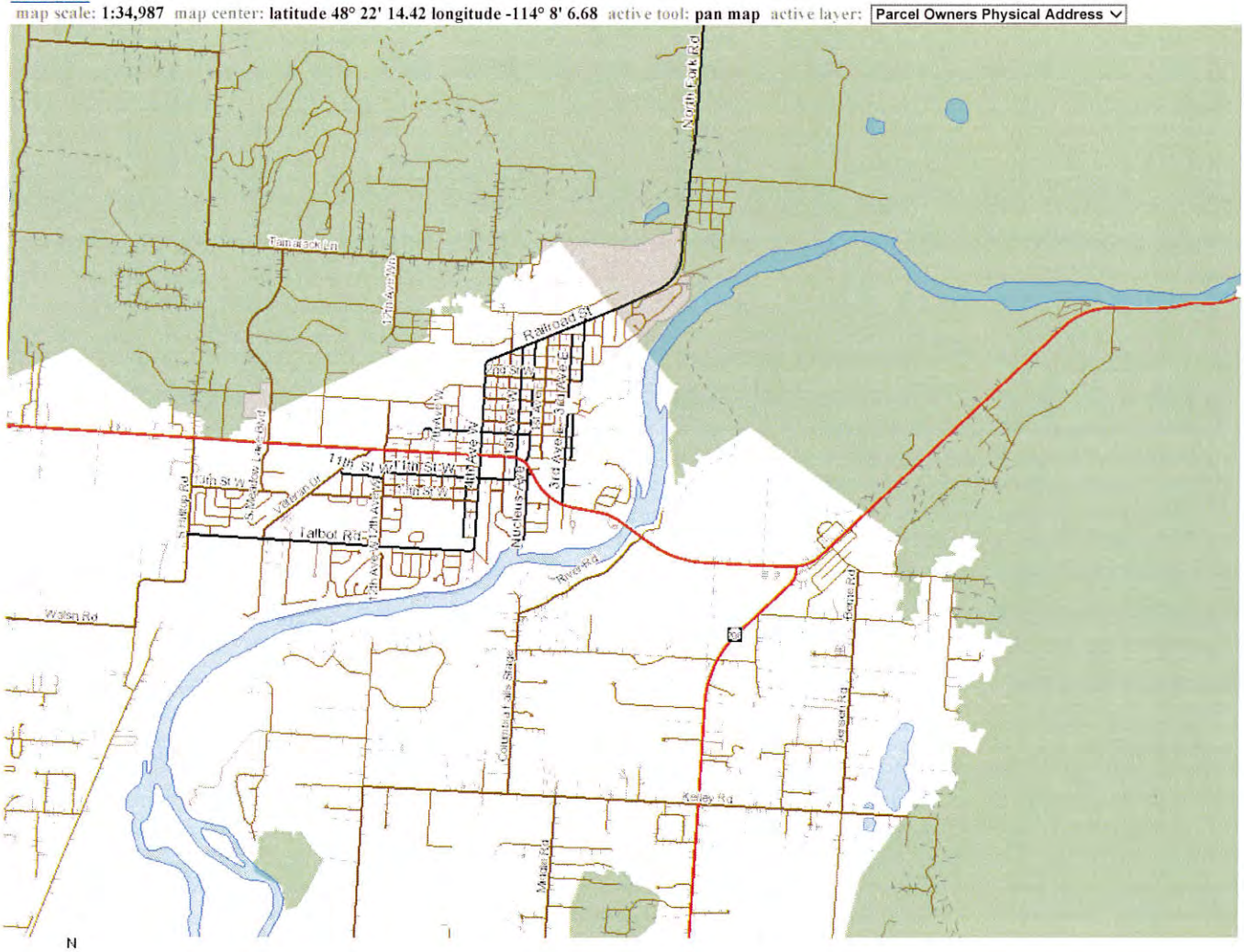
Barb Staaland
City Clerk

Publish: Daily Interlake Sunday April 3rd and Sunday April 10th.

FLATHEAD COUNTY GIS
KALISPELL, MONTANA

GIS Home
|
Downloadable Data
|
Search
|
Help
|
Contact Us

map scale: **1:34,987** map center: **latitude 48° 22' 14.42 longitude -114° 8' 6.68** active tool: **pan map** active layer: Parcel Owners Physical Address



N

tools

1:100

Montana Department of
LABOR & INDUSTRY

Steve Bullock, Governor
Pam Bucy, Commissioner

Business Standards Division
Todd Younkin, Division Administrator

RECEIVED
MAR 02 2016
CITY OF GREAT FALLS

DATE: February 29, 2016

TO: All Cities and Counties Enforcing Building Codes

SUBJECT: ADOPTION OF THE INTERNATIONAL WILDLAND URBAN INTERFACE CODE 2012 EDITION

Enclosed, please find New Rule 24.301.181, for the enforcement of the International Wildland-Urban Interface Code (IWUIC) 2012 edition. No public comments were received by the Department regarding the proposed changes to the Administrative Rules.

Detailed information and complete copies of the Administrative Rules are enclosed and will be available at http://sos.mt.gov/ when uploaded by the Montana Secretary of State Office.

Please be advised that these changes to the Administrative Rules may impact your program and it is important that you review these changes carefully.

The International Wildland-Urban Interface Code (IWUIC) 2012 edition became effective February 19, 2016.

In accordance with ARM 24.301.202(1) you have 90 days from receipt of this notice to adopt those codes which your jurisdiction has been certified to do. The department has set the deadline of June 1, 2016 for all applicable jurisdictions wishing to adopt. These local adoptions require adoption by certified cities through the ordinance or resolution process.

The International Wildland-Urban Interface Code (IWUIC) 2012 edition is intended to serve as a stand-alone code, meaning you may choose to adopt it by ordinance or resolution without the requirement of any other additional code adoption. Should you have any questions please feel free to contact me.

Sincerely,

April 18th
Notice of hearing

Julie Strong-Bethke
Certified Cities
Building Codes
406-841-2043
jstrong@mt.gov

BEFORE THE DEPARTMENT OF LABOR AND INDUSTRY
STATE OF MONTANA

In the matter of the amendment of ARM 24.301.301 incorporation by reference of uniform plumbing code, 24.301.714 fees, and adoption of NEW RULE I incorporation by reference of international wildland-urban interface code (IWUIC)	)))))))	NOTICE OF AMENDMENT AND ADOPTION

TO: All Concerned Persons

1. On November 25, 2015, the Department of Labor and Industry (department) published MAR Notice No. 24-301-309 regarding the public hearing on the proposed amendment and adoption of the above-stated rules, at page 2084 of the 2015 Montana Administrative Register, Issue No. 22.

2. On December 17, 2015, a public hearing was held on the proposed amendment and adoption of the above-stated rules in Helena. No comments were received by the December 24, 2015, deadline.

3. The department has amended ARM 24.301.301 and 24.301.714 exactly as proposed.

4. The department has adopted New Rule I (24.301.181) exactly as proposed.

/s/ DARCEE L. MOE
Darcee L. Moe
Rule Reviewer

/s/ PAM BUCY
Pam Bucy, Commissioner
DEPARTMENT OF LABOR AND INDUSTRY

Certified to the Secretary of State February 8, 2016

BEFORE THE DEPARTMENT OF LABOR AND INDUSTRY
STATE OF MONTANA

In the matter of the amendment of ARM 24.301.301 incorporation by reference of uniform plumbing code, 24.301.714 fees, and adoption of NEW RULE I incorporation by reference of international wildland-urban interface code (IWUIC)	)))))))	NOTICE OF PUBLIC HEARING ON PROPOSED AMENDMENT AND ADOPTION

TO: All Concerned Persons

1. On December 17, 2015, at 1:00 p.m., a public hearing will be held in the Basement Conference Room, #B-07, 301 South Park Avenue, Helena, Montana, to consider the proposed amendment and adoption of the above-stated rules.

2. The Department of Labor and Industry (department) will make reasonable accommodations for persons with disabilities who wish to participate in this public hearing or need an alternative accessible format of this notice. If you require an accommodation, contact the Building Codes Bureau no later than 5:00 p.m., on December 11, 2015, to advise us of the nature of the accommodation that you need. Please contact David White, Building Codes Bureau, 301 South Park Avenue, P.O. Box 200513, Helena, Montana 59620-0513; telephone (406) 841-2009; Montana Relay 1 (800) 253-4091; TDD (406) 444-2978; facsimile (406) 841-2050; or dlibsdbcb@mt.gov (bureau's e-mail).

3. The rules proposed to be amended provide as follows, stricken matter interlined, new matter underlined:

24.301.301 INCORPORATION BY REFERENCE OF UNIFORM PLUMBING CODE (1) through (1)(s) remain the same.

(t) Subsection 704.3, is amended by deleting the first sentence and replacing it with, "There may not be a direct connection between the sewerage system and any drains originating from equipment in which food, portable equipment, or utensils are placed." Exception: A warewashing (3-compartment) sink may have a direct connection only when used as a wash bin, rinse bin, and sanitizing bin and shall not be used for any other purpose. Establishments that use the sanitizing bin of their warewashing sink to wash produce or conduct other food preparation must maintain an indirect connection and are not eligible for this exception.

(u) through (y) remain the same.

(z) Subsection ~~897.4~~ 807.4, Domestic Dishwashing Machine, add exception as follows: "Exception #1: An approved type of indirect waste receptor may be used to receive discharge from domestic dishwashing machines."

(aa) through (2) remain the same.

AUTH: 50-60-203, 50-60-504, 50-60-508, MCA

IMP: 50-60-201, 50-60-203, 50-60-504, 50-60-508, MCA

REASON: Experience with indirect connections in warewashing sinks has demonstrated that the risk created by an indirect connection, e.g., the growth of mold and bacteria surrounding the drain, floor, and wall areas, outweighs the risk the indirect connection was intended to mitigate. This awareness has begun to create tension in the field between sanitarians and plumbers bound by the current plumbing code. This tension is likewise recognized by the 2013 U.S. Department of Health and Human Services, Food and Drug Administration Food Code 5-402.11(D) which provides an exception to the backflow protector design if allowed by law. The Montana Department of Public Health and Human Services has adopted the USDHHS food code by reference at ARM 37.110.260. The department is amending (1)(t) to create an exception for warewashing sinks and address this tension.

The department is amending (1)(z) correct a typographical error.

24.301.714 FEES (1) through (2) remain the same.

(3) ~~If two or more boilers in the same room are inspected at the same time, the total inspection fee imposed for all boilers must be the fee for inspection of one boiler, and the inspection fee is the amount for the type of boiler with the highest fee.~~ The operating certificate fee is required for each boiler inspected.

(4) and (5) remain the same.

AUTH: 50-60-203, 50-74-101, MCA
IMP: 50-60-203, 50-74-219, MCA

REASON: The 2015 Montana Legislature enacted Chapter 46, Laws of 2015 (Senate Bill 71), an act revising the inspection fee for two or more boilers. The bill was signed by the Governor on February 18, 2015, and became effective July 1, 2015. The department is amending (3) to implement the legislation by addressing confusion regarding inspection fees for multiple boilers in a single room, and clarifying that each boiler requires its own inspection and associated inspection fees. Senate Bill 71 eliminated the same language from 50-74-219, MCA.

4. The proposed new rule provides as follows:

NEW RULE I INCORPORATION BY REFERENCE OF INTERNATIONAL WILDLAND-URBAN INTERFACE CODE (IWUIC) (1) The department adopts and incorporates by reference the International Wildland-Urban Interface Code, 2012 edition, published by the International Code Council, unless another edition is specifically stated, together with Appendix "B" (Vegetation Management Plan) and Appendix "C" (Fire Hazard Severity Form).

(2) Section 302 is deleted in its entirety and replaced with the following: "The governmental body or some other official state or local agency shall declare the wildland-urban interface areas within the jurisdiction. Such declaration or designation shall be based on findings of fact or some other process already completed such as mapping, boundary designations, or other informative processes such as wildland fire plans. Cities, counties, and towns that have adopted the

International Building Code or the International Residential Code in connection with their certification to enforce building codes will, if they elect to enforce the International Wildland-Urban Interface Code, record the official wildland-urban interface areas on maps available for inspection by the public.

(3) Chapter 4 is deleted in its entirety.

(4) Subsection 101.2, Scope, is modified by:

(a) Deleting the first sentence and replacing with: "The provisions of this code shall apply to the construction, alteration, movement, repair, addition, change-of-use or remodeling of any building, structure, or premises within the designated wildland-urban interface within the jurisdiction."

(5) Subsection 101.4, Retroactivity, is deleted in its entirety.

(6) Subsection 101.5, Additions or Alterations, delete the written exception.

(7) Subsection 101.6, Maintenance, is deleted in its entirety.

(8) Subsection 102.6, Existing Conditions, is modified by:

(a) Deleting "International Property Maintenance Code."

(9) Section 103, Enforcement Agency, is deleted in its entirety.

(10) Subsection 107.2, Permits Required, retain the first sentence and delete the remainder of the subsection.

(11) Subsection 109.4.4, Citations, is deleted in its entirety.

(12) Subsection 109.4.5, Unsafe Conditions, is deleted in its entirety.

(13) Subsection 109.4.5.1, Record, is deleted in its entirety.

(14) Subsection 109.4.5.2, Notice, is deleted in its entirety.

(15) Subsection 109.4.5.2.1, Method of Service, is deleted in its entirety.

(16) Subsection 109.4.5.3, Placarding, is deleted in its entirety.

(17) Subsection 109.4.5.3.1, Placard Removal, is deleted in its entirety.

(18) Subsection 109.4.5.4, Abatement, is deleted in its entirety.

(19) Subsection 109.4.5.5, Summary Abatement, is deleted in its entirety.

(20) Subsection 109.4.5.6, Evacuation, is deleted in its entirety.

(21) Replace Table 503.1 "Ignition-Resistant Construction" with the one below:

DEFENSIBLE SPACE	Fire Hazard Severity		
	Moderate Hazard	High Hazard	Extreme Hazard
Nonconforming	IR2	IR1	IR1 N.C.
Conforming	IR3	IR2	IR1
1.5 X Conforming	Not Required	IR3	IR2

(22) Section 602, Automatic Sprinkler Systems, is deleted in its entirety.

(23) Section 604, Maintenance of Defensible Space, is deleted in its entirety.

(24) The IWUIC adopted by reference in (1) is a nationally recognized model code setting forth minimum standards and requirements for the safeguarding of life and property. A copy of the IWUIC may be obtained from the Department of Labor and Industry, Building Codes Bureau, P.O. Box 200517, Helena, MT 59620-0517, at cost plus postage and handling. A copy may also be obtained by writing to the

International Code Council, 4051 West Flossmoor Road, Country Club Hills, IL 60478-5795, or on their web site at www.ICCSafe.org.

AUTH: 50-60-202, 50-60-203, MCA
IMP: 50-60-201, 50-60-202, 50-60-203, MCA

REASON: The department determined it is reasonably necessary to adopt NEW RULE I to align with the adoption of a new publication of the International Wildland-Urban Interface Code (IWUIC). Adoption of the IWUIC as modified involves more than two years of stakeholder involvement, listening sessions, and deliberations with other jurisdictions, other agencies, and the Building Codes Advisory Council, to adopt a wildland-urban interface code suited to the particular needs of the state of Montana and its citizens.

Appendix "B" and "C" are adopted in (1) to provide specific information to assist citizens in vegetation management and in determining fire hazard severity.

Language in (2) modifies the IWUIC to identify agencies authorized to designate the wildland-urban interface.

Language in (3) deletes chapter 4 regarding subdivision review and infrastructure because these functions are the responsibility of local government and are outside the authority of the department.

The department is amending or deleting IWUIC language in (4) through (20) to be consistent with jurisdictional and procedural requirements of Title 50, chapter 60, MCA.

Section (21) modifies the IWUIC to exclude water supply access as a consideration for mitigation of defensible space, which in rural Montana is not a feasible requirement. Additionally, the table to be replaced references other sections of the IWUIC which are not being adopted.

In (22), the department is deleting the requirement of an automatic sprinkling system since the department has not adopted the requirement in any other residential building code. Further, the IWUIC focuses not on fires starting in a building and spreading outward, but on wildland fires spreading toward a building.

Language in (23) deletes Section 604 of the IWUIC as the department lacks authority over existing conditions and maintenance of defensible space. Though a condition to be complied with at the time of construction, once construction is complete, conditions and maintenance of the defensible space fall outside jurisdiction of the department.

The department is adding (24) to provide citizens and stakeholders with the purpose of this code and how to obtain copies.

5. Concerned persons may present their data, views, or arguments either orally or in writing at the hearing. Written data, views, or arguments may also be submitted to David White, 301 South Park Avenue, P.O. Box 200513, Helena, Montana 59620-0513, by facsimile to (406) 841-2050, or e-mail to dlibsdbcb@mt.gov and must be received no later than 5:00 p.m., December 24, 2015.

6. An electronic copy of this notice of public hearing is available at www.buildingcodes.mt.gov (department and bureau's web site). The department strives to make the electronic copy of this notice conform to the official version of the notice, as printed in the Montana Administrative Register, but advises all concerned persons that in the event of a discrepancy between the official printed text of the notice and the electronic version of the notice, only the official printed text will be considered. In addition, although the department strives to keep its web site accessible at all times, concerned persons should be aware that the web site may be unavailable during some periods, due to system maintenance or technical problems, and that technical difficulties in accessing or posting to the e-mail address do not excuse late submission of comments.

7. The department maintains a list of interested persons who wish to receive notices of rulemaking actions. Persons who wish to have their name added to the list shall make a written request that includes the name, e-mail, and mailing address of the person to receive notices and specifies that the person wishes to receive notices regarding all department or bureau administrative rulemaking proceedings or other administrative proceedings. The request must indicate whether e-mail or standard mail is preferred. Such written request may be sent or delivered to David White, 301 South Park Avenue, P.O. Box 200513, Helena, Montana 59620-0513; faxed to the office at (406) 841-2050; e-mailed to dlibsdbcb@mt.gov; or made by completing a request form at any rules hearing held by the agency.

8. The bill sponsor contact requirements of 2-4-302, MCA, apply and have been fulfilled. Senator Jim Keane, the primary bill sponsor, was contacted in person on September 10, 2015.

9. With regard to the requirements of 2-4-111, MCA, the department has determined that the amendment of ARM 24.301.301 and 24.301.714 and the adoption of NEW RULE I will not significantly and directly impact small businesses.

Documentation of the department's above-stated determinations is available upon request to David White, 301 South Park Avenue, P.O. Box 200513, Helena, Montana 59620-0513, by facsimile to (406) 841-2050, or by e-mail to dlibsdbcb@mt.gov.

10. Colleen White, attorney, has been designated to preside over and conduct this hearing.

/s/ DARCEE L. MOE
Darcee L. Moe
Rule Reviewer

/s/ PAM BUCY
Pam Bucy, Commissioner
DEPARTMENT OF LABOR AND INDUSTRY

Certified to the Secretary of State November 16, 2015

ORDINANCE NO. 761

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLUMBIA FALLS, MONTANA, AMENDING CHAPTER 15.08 BUILDING CODES OF THE COLUMBIA FALLS MUNICIPAL CODE.

WHEREAS, the City Council desires to amend Chapter 15.08 to adopt the International Swimming and Pool Spa Code (ISPSC), 2015 edition as adopted by the Montana Department of Labor & Industry Building Codes Bureau,

WHEREAS, the Columbia Falls City Council has adopted Ordinance 684 in 2007 providing for the adopting of future editions by Administrative Order;

WHEREAS, the City Council has determined, upon conducting a hearing on March 7, 2016, that said amendments to the Columbia Falls Municipal Code are 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: Chapter 15.08.015 Columbia Falls Municipal Code is hereby added as shown on Exhibit "A" attached hereto.

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 thirty (30) days after its final passage and approval by the City Council of the City of Columbia Falls, Montana.

PASSED AND APPROVED BY THE CITY COUNCIL OF COLUMBIA FALLS, MONTANA THIS 21st DAY OF MARCH, 2016, THE COUNCIL VOTING AS FOLLOWS:

AYES:

NOES:

ABSENT:

_____

City Clerk

APPROVED BY THE MAYOR OF COLUMBIA FALLS, MONTANA, THIS 21st DAY OF MARCH, 2016.

_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A

15.08.015 INTERNATIONAL SWIMMING POOL AND SPA CODE (ISPSC)

The city adopts by reference the 2015 Edition of the International Swimming Pool and Spa Code published by the International Code Council, as and for the rules, regulations and conditions governing the standards for pool and spa construction as adopted by the MT Department of Labor & Industry.

CITY OF COLUMBIA FALLS
CORRESPONDENCE LIST
COUNCIL MEETING
March 21, 2016

Regular Correspondence:

03/07/16 Montana Travern Times

03/07/16 State of Montana – Officer of the Governor Re: Superfund National Priority List – Columbia Falls Aluminum Company

03/22/16 Flathead County Solid Waste District – Board Agenda

ORDINANCE NO. 762

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLUMBIA FALLS, MONTANA, AMENDING CHAPTER 12.40 PARKS OF THE COLUMBIA FALLS MUNICIPAL CODE.

WHEREAS, the City Council desires to amend Chapter 12.4O Parks to allow the consumption of alcohol at specially permitted events at designated City Park areas and providing for the specific permit requirements,

WHEREAS, the City Council has determined, upon conducting a hearing on March 7, 2016, that said amendments to the Columbia Falls Municipal Code are 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: Chapter 12.40 Columbia Falls Municipal Code is hereby added as shown on Exhibit "A" attached hereto.

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 thirty (30) days after its final passage and approval by the City Council of the City of Columbia Falls, Montana.

PASSED AND APPROVED BY THE CITY COUNCIL OF COLUMBIA FALLS, MONTANA THIS 21st DAY OF MARCH, 2016, THE COUNCIL VOTING AS FOLLOWS:

AYES:

NOES:

ABSENT:

_____
City Clerk

APPROVED BY THE MAYOR OF COLUMBIA FALLS, MONTANA, THIS 21st DAY OF MARCH, 2016.

_____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT A

12.40.030 Permits for use.

The city council of the city may grant permits for use to responsible applicants during the hours prescribed in Sections 12.40.010 and 12.40.020 of this Code and hours otherwise closed. The city council of the city may grant permits for such use that includes the consumption and/or sale of alcohol if granted in conjunction with a special permit.

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.

K. The sale and/or consumption of alcohol is prohibited unless approved by the City Council pursuant to Section 030 of this part.

Section 12.40.050

The City Parks in which events may be held, which include the sale and / or consumption of alcohol pursuant the City's granting of the permits and special permits required hereunder include Rivers Edge Park and Marantette Park.

APPLICATION FOR SPECIAL USE PERMIT
CITY OF COLUMBIA FALLS

_____
Name of Event

_____
Organization Sponsoring Event

_____
Organization Officer/Authorized Representative

_____
Mailing Address City State Zip

_____
Daytime Phone Number

_____
Email

Date Requested:_____ Facility Requested:_____

Time of Use:_____ Anticipated Attendance:_____

What is the estimate of attendance based on?_____

_____

What contingency plan will be in place if attendance substantially exceeds estimates?_____

_____

Description of Event and Activity in Detail:_____

_____

_____

_____

Describe any recording equipment, sound amplification equipment, banners, party tents, signs, or other attention-getting devices to be used in connection with the event:

_____

_____

Street Closures/Parking Restrictions requested, if any: _____

_____

Please specify what (if any) city equipment/assistance is requested (road barricades, trash containers, traffic assistance, crowd control, etc.: _____

_____

Please specify what arrangements have been made for clean-up after the event:_____

_____

Please specify what arrangements have been made for parking (for attendance of 100 people or more):

_____

Please specify whether the event will require the exclusive use of a public park or park paths:

_____

INSURANCE: Required:_____ Not Required:_____

A Certificate of Liability Insurance in the amount of at least $750,000 per occurrence and $1.5 million aggregate must be submitted to the Columbia Falls City Clerk's Office prior to any permit being issued. The Certificate of Insurance must name the City of Columbia Falls as an additionally named insured on the policy. For insurance questions please contact Barb Staaland at (406) 892-4391.

Insurance Provider:_____ Policy Number:_____

**Attach a copy of Insurance Policy

APPLICANT AND ORGANIZATION AGREE TO:

1. Payment of (2) checks, one for use and administrative fee, as applicable, and one for the cleaning deposit. Cleaning deposit will be refunded after area has been inspected by city staff for cleanliness and possible damage.
2. Assume responsibility for any damages to the facility due to misuse or neglect, caused by persons attending the event or activity.
3. Pay for all costs of any damages that may occur during the event or activity.
4. Not seek refunds from the City for inclement weather conditions, unless adequate notice is provided.
5. Know and follow all City rules and regulations provided by the city.
6. Collect and dispose of all garbage and debris resulting from the event in trash receptacles.
7. Properly control and supervise all activities.
8. Provide a copy of their City Business license, if applicable.
9. Provide a copy of their Food Purveyors License from MT Dept. of Public Health, if applicable.
10. Provide own backup power and water in case of power outages or vandalism, if applicable.
11. Move mobile concessions immediately upon conclusion of the event, if applicable.
12. PLEASE BE MINDFUL THAT THE PARK IS A FAMILY AREA - WATCH CONTENT/LANGUAGE AND ACT ACCORDINGLY AND APPROPRIATELY.

13. OTHER CONDITIONS:_____

_____

_____

TERMS AND CONDITIONS

As an agent and acting on behalf of the requesting agency or organization, I hereby certify that the information above is complete and correct.

WAIVER OF LIABILTY

I hereby certify that I have read and understand the policies and procedures regarding the use of City facilities. I further agree to hold the City of Columbia Falls, its Governing Body, the individual members thereof, and all officers, agents and employees free and harmless of any loss, damage, liability, cost or expense that may arise during or be caused in any way by such use or occupancy of City property.

APPLICANT'S SIGNATURE _____ DATE _____

City Representative: _____

OFFICE USE ONLY

Cleaning Deposit: $_____ Cash_____ Check # _____

Use/Admin. Fee: $_____ Cash_____ Check # _____

CLEANING DEPOSIT RETURNED: _____ _____

Date Name

_____ Mailed _____ Picked up _____ Other

CANCELLATION

Must be canceled within 48 hours of the scheduled event

Refund Received by:_____

Cleaning Deposit: $_____ Cash_____ Check # _____

Use/Admin. Fee: $_____ Cash_____ Check # _____

EXHIBIT "A"

SPECIAL USE FEES: Single Day Use Fees:

Group Size	Use Fees	Cleaning Deposit
25 - 50	$25.00	$25.00
51 - 75	$50.00	$50.00
76 - 100	$75.00	$100.00
100 or more	Requires Agreement	
2 Days or more	Requires Agreement	

Groups 100 or more: Pay $100.00 use fee plus $75.00 for each additional unit of up to 100 people. Cleaning deposit is $200.00 plus $75.00 for each additional unit of up to 100 people plus 10 % non-refundable Administrative Fee charge.

SEASONAL USE FEES:

A minimum of $200.00 will be assessed for the duration of the permit.

The City may assess more by utilizing the following formula: Hours worked x Wage Per employee x Weeks of maintenance = TOTAL, plus a 10% Administrative Fee.

DON LAWRENCE AMPHITHEATER USE FEES.

Time Period	Use Fee	Cleaning Deposit
Up to 3 hours	$25.00	$25.00
3 - 5 hours	$50.00	$50.00
5 - 7 hours	$75.00	$100.00
7 - 24 hours	$100.00	$200.00
2 days or more	Requires Agreement	

An additional $20.00 fee and $100.00 deposit will be assessed if the risers and/or PA System are requested for use. Requested use for more than a one-time period will be Assessed an additional 50% of the day use fees and deposit for each additional use.

CITY POOL USE FEES:

Cleaning Deposit: $50.00

$ 125.00 minimum fee for 2 hour party.

Additional fee based on required staffing levels.

ALCOHOL ADDENDUM:

An administrative fee of $75.00 will be assessed to process each Alcohol Addendum Form.

CITY OF COLUMBIA FALLS
PARKS AND RECREATION DEPARTMENT

SPECIAL USE PERMITS FOR RECREATION FACILITIES, PARKS, POOL, AMPHITHEATHER, CONCESSIONS & USER FEES

Before issuing a special use permit, the following conditions must be satisfied.

1. The use complies with pertinent city, county, state, and federal laws and regulations on public health, safety, air quality, and water quality.
2. The use will not adversely impact archaeological, historic, or natural values and is not in conflict with existing guideline and specific park management objectives.
3. The necessary clean up and restoration will be made for any damage to resources of facilities.
4. The use will be restricted, to the extent practical, to an area where minimal impact is imposed on the natural, cultural, o recreational resources or facilities.
5. Vehicles are prohibited in the park without prior approval.

A. LIABILITY COVERAGE

1. The City reserves the right to require any group (IF APPLICABLE) to supply liability insurance with the City listed as Co-insured. In most instances, user groups will be required to provide liability coverage in the minimum amount of $750,000 per individual and $1,500.000 per occurrence. The decision will be made on an individual renting basis dependent upon the risk level.

B. SPECIAL USE PERMITS

1. Long Term Use Permits/ Single Day Use Permit – The following rules apply to designated Recreation Facilities and City Parks:

   a. Reservations may be made to the City Hall receptionist between 8:00 a.m. and 5:00 p.m. Monday through Friday. A completed Recreation Facility Special Use/or Parks Special Use Permit Application must be submitted along with payment of cash or check for the applicable fee.

   b. Department official shall have sole authority and discretion to deny use by any applicant.

   c. Department representatives shall have sole authority and discretion to determine if violation of rules and Regulations or undue expense in cleanup or maintenance of the area shall be grounds for denying return of the cleaning deposit and/or denying another reservation to any group. The department may post more specific or rigorous rules for the use of each group use area as group size and/or nature of use dictates.

   d. A fee will be assessed for each area and each use for each 24-hour period or fraction.

   e. In the event a reservation is canceled more than 48 hours before the intended use period, the use fee, less a 20% administrative fee will be refunded. If a reservation is canceled less than 48 hours before intended use period, the money will not be refunded. If the area is unavailable for the intended use (due to unscheduled maintenance, bad weather, etc.) the fee will be refunded. In the case of the swimming pool facilities, a reservation is considered Cancelled if applicant does not show up within 30 minutes of reserved start time and no deposit will be refunded.

   f. If applicable, City lifeguards will have authority to enforce all facility rules.

C. DESIGNATED RECREATION FACILITIES

Fenholt Park	Baseball
Hoerner Park	Baseball
Railroad St. Field	Baseball
Columbus Park	Tennis
Horine Park	Soccer
Don Lawrence Amphitheater	

DESIGNATED PARKS

Marantette Park
Pinewood Park
River's Edge Park

ALCOHOL ADDENDUM

CITY OF COLUMBIA FALLS
SPECIAL EVENT PERMIT APPLICATION

If it is the request of the applicant to sell, serve, consume or possess beer, wine, or other alcoholic beverages at a special event held on City owned or maintained property, the following information and documentation must be provided:

_____
Name of Event

_____
Organization Sponsoring Event

Non-Profit Organization: Yes / No

_____
If yes, please provide Non-Profit ID Number:

_____
Organization Officer/Authorized Representative

_____
Mailing Address City State Zip

_____
Daytime Phone Number

_____
Email

Name and contact information of licensed Brewers, Distillers, Vintners, Caterer, if applicable:_____

_____

Provide a copy of the State license and a copy of the City Liquor License: _____

_____

Provide a plan that ensures that underage persons will not obtain alcoholic beverages served at the event, and the precautions proposed, such as fencing barriers to create separation, use of ID bracelets, and manned security to adequately secure and supervise the area and the participants during the events:

_____

_____

_____

Please describe any alcohol restricted areas planned for the event and how they will be bounded:

_____

____ Check that you have provided proof of liquor liability insurance coverage for the event.

____ Check that you have provided proof of compliance with Department of Revenue requirements for the event. A completed application with fees and approvals must be received by the Department of Revenue three (3) days prior to the event. Please contact the Department of Revenue @ (406) 444-2511.

Office Use Only

Applicant Age Verification: Employee Initials _____

Approved:

_____	_____	_____
Initials	City Manager	Date
_____	_____	_____
Initials	Police Chief	Date
_____	_____	_____
Initials	Fire Chief	Date
_____	_____	_____
Initials	Public Works Director	Date

ACKNOWLEDGMENT OF LEGAL RESPONSIBILITIES

- The holder of this special event permit is solely responsible for all actions of his/her group, and for the welfare of the public at the event, for all property belonging to the group and to the City, and for adhering to the Columbia Falls Municipal Code and the laws of the State of Montana.

- Applicant understands that a trained volunteer or employee in one of the preapproved MDOR training courses must be present at all points of sale and service.

- Applicant understands that it must pay all fees and deposits as required.

- Applicant understands that its permit can be revoked at any time for just cause, that its deposit may not be returned, and it may not be able to obtain a new permit in the future for violations of the law such as providing alcohol to a minor (MCA 16-6-305), providing alcohol to an intoxicated person (MCA 16-36-304), drinking if not of legal drinking age (MCA 45-5-624), or driving while intoxicated (MCA 61-8-401).

- Applicant understands that all beer and/or wine containers will be properly disposed of.

- Applicant will ensure that all participants comply with all laws and ordinances regulating the consumption of alcohol.

- Applicant represents, covenants, and affirms that no underage person will be allowed to consume alcohol at the event.

- Applicant represents, warrants, and covenants that anyone who appears legally intoxicated will be refused further alcohol and will be immediately escorted from the premises of the event.

- Applicant will protect, hold harmless, and indemnify the City, its governing board, the individual members thereof and all of its officers, agents, and employees from any liability resulting from the breach of this agreement or from the consumption of alcohol on City property during the event.

- I, as an agent and acting on behalf of the Applicant, have read and understand all of the policies and regulations contained in the permit, those regarding the use of public facilities within the City, and those regarding the consumption of alcohol.

_____ _____

Signature of Applicant Date

_____

Print Name