



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

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

**CITY COUNCIL REGULAR MEETING
AGENDA
MONDAY, SEPTEMBER 19, 2022
COUNCIL CHAMBERS CITY HALL**

FINANCE COMMITTEE – 6:30 P.M

Claims review and ZOOM Exit Conference - Doyle & Associates, City's 2020-21 Fiscal Year Financial and Compliance Audit

(Barnhart, Lovering, Piper)

Regular Meeting available via ZOOM. Please contact City Clerk Barb Staalnd at staalandb@cityofcolumbiafalls.com or by calling (406) 892-4391 before 6:00 PM on the day of the meeting to register for the ZOOM link.

REGULAR MEETING – 7:00 P.M.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

CONSENT AGENDA:

- 1.** Approval of Claims - September 19, 2022 - \$111,421.61
- 2.** Approval of September 16, 2022 Payroll - \$136,623.90
- 3.** Approval of September 6, 2022 Regular City Council Meeting Minutes
- 4.** Approval of MT DOT STEP Contract for 2023 and Authorize City Manager and Police Chief to Execute
- 5.** Approve Teamsters' Local 2 Collective Bargaining Agreement, July 1, 2022 - June 30, 2025 and Authorize City Manager to execute
- 6.** Approval of City Manager 22 - 23 FY Contract and authorize Mayor to sign

VISITORS/PUBLIC COMMENT (Items not on agenda)

APPOINTMENTS:

- 7.** Appointment - Volunteer Firefighter Kris Ledbetter and Administration of Oath of Office by City Clerk

NOTICE OF PUBLIC HEARINGS/PUBLIC HEARINGS:

8. Notice of Public Hearing - October 3, 2022 - Planned Unit Development:

Mick Ruis is requesting a Planned Unit Development on behalf of HC 246 LLC in the Columbia Falls Zoning Jurisdiction. The property is located at 230 Highway 2 East in Columbia Falls and is described as Tract 1 of COS No. 3040 and Certificate of Survey No. 3778 all in Section 17, Township 30 North, Range 20 West, P.M.M., Flathead County. The applicant is proposing to construct a four story 65 unit hotel and is requesting the PUD in order to exceed the 45-foot height limit by five feet and reduce the landscape provisions of the large building and PUD standards.

NEW BUSINESS:

- 9.** **Call for Bids - FEMA Public Assistance Project - River's Edge Park**
- 10.** **Council Vacancy - Appointment Process**

ORDINANCES / RESOLUTIONS:

11. Second and Final Reading Ordinance #819 Amending the Zoning Map:

An Ordinance of the City Council of the City of Columbia Falls, Montana, Amending the Columbia Falls Zoning Map from CSAG-5 Suburban Agricultural to CR-1 Suburban Residential at 435 Rogers Road Further Described as the Zoned Portion of Assessor's Tract 2B (The Area West of the Bluff) in Section 16, Township 30 North, Range 20 West, P.M.M., Flathead County, Montana.

12. Resolution # 1883: Adopting the Budget for the 2022-23 Fiscal Year:

A Resolution of the City Council of the City of Columbia Falls, Montana, Adopting the Budget for the City for the Fiscal Year Commencing on July 1, 2022 and Ending June 30, 2023, Approving Appropriations for each Fund of the City of Columbia Falls

13. Resolution # 1884:

A Resolution of the City Council of the City of Columbia Falls Setting a Fee Schedule For Copies and Research of Public Records and Establishing Procedures For Requesting Public Records from the City of Columbia Falls

REPORTS / BUSINESS FROM MAYOR & COUNCIL

CITY MANAGER REPORT

EPA update

ARPA Contracts - signed

FEMA PA - Call for bids - work to begin October

Review 1st Ave West ROW

RAISE Grant update

Project Updates

CITY ATTORNEY REPORT

MISCELLANEOUS

[14.](#) August Police Department Activity Report

[15.](#) August Fire Department Activity

[16.](#) Financial Report - June 2022

[17.](#) Correspondence

ADJOURN

Next Scheduled Meetings:

City Council – Regular Meeting, **October 3, 2022** – 7:00 PM

Planning Board - October 11, 2022

09/16/22
11:53:16

CITY OF COLUMBIA FALLS
Claim Approval List
For the Accounting Period: 9/22

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* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
43581		6 BLACK MOUNTAIN SOFTWARE, INC.	22,420.00						
	09/01/22 TO 08/31/23								
	28336 09/01/22	FIN-ANNUAL SERVICE & SUPPORT	7,224.00			1000 410500	363		101000
	28336 09/01/22	ST LTNG-ANNUAL SERVICE & SUPPO	966.00			2400 430200	363		101000
	28336 09/01/22	ST MAINT-ANNUAL SERVICE & SUPP	966.00			2500 430200	363		101000
	28336 09/01/22	WTR-ANNUAL SERVICE & SUPPORT	6,632.00			5210 430500	363		101000
	28336 09/01/22	SWR-ANNUAL SERVICE & SUPPORT	6,632.00			5310 430600	363		101000
		Total for Vendor:	22,420.00						
43579		1700 BRECK LAW OFFICE, PC	7,792.33						
	090622 09/06/22	LGL-FEES FOR OCT 2022	1,718.45			1000 411100	350		101000
	090622 09/06/22	CITY COURT-FEES FOR OCT 2022	3,502.75			1000 410365	350		101000
	090622 09/06/22	WTR-FEES FOR OCT 2022	564.68			5210 430500	350		101000
	090622 09/06/22	SWR-FEES FOR OCT 2022	564.68			5310 430600	350		101000
	090622 09/06/22	PLG/ZONING-FEES FOR OCT 2022	282.34			1000 411000	350		101000
	090622 09/06/22	PD-FEES FOR OCT 2022	114.13			1000 420100	399		101000
	090622 09/06/22	WTR-FEES FOR OCT 2022	25.36			5210 430500	357		101000
	090622 09/06/22	SWR-FEES FOR OCT 2022	38.04			5310 430600	357		101000
	090622 09/06/22	STRS-FEES FOR OCT 2022	50.72			2500 430200	399		101000
	090622 09/06/22	LGL-ADD'L FEES FOR OCT 2022	152.18			1000 411100	350		101000
	090822 09/08/22	LGL-HUTCHESON VS CITY OF CF	369.00			1000 411100	351		101000
	090822 09/08/22	LGL-M. CAHILL VS BOARD OF ADJU	410.00			1000 411100	351		101000
		Total for Vendor:	7,792.33						
43620		2937 BURNS, ANGELA	211.36						
	CJIN TAC CONFERENCE 9/13/22-9/14/22	GREAT FALLS							
	306039 09/15/22	PD-HOTEL STAY CJIN TAC CONF	211.36			1000 420100	380		101000
		Total for Vendor:	211.36						
43601		1260 CARQUEST AUTO PARTS	124.02						
	25141 09/09/22	SWR-MULTI PURPOSE HOSE	30.30			5310 430600	240		101000
	25141 09/09/22	SWR-BRAKE CLEANER	33.24			5310 430600	220		101000
	24933 09/02/22	WTR-OIL & OIL FILTER	51.71			5210 430500	231		101000
	24933 09/02/22	WTR-MIRROR, AIR FRESHNER	8.77			5210 430500	220		101000
		Total for Vendor:	124.02						

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		Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object	Proj	Account	
43564	E	2852 CHARTER COMMUNICATIONS	227.94							
	83122	08/31/22 PD-INTERNET 09/01/22-9/30/22	129.98			1000 420100	345		101000	
	90622	09/06/22 SWR-INTERNET 9/6/22-10/5/22	97.96			5310 430600	345		101000	
		Total for Vendor:	227.94							
43567		2872 CINTAS FIRST AID & SAFETY	519.86							
	5122836456	08/31/22 WTR-FIRST AID REFILL	126.36			5210 430500	220		101000	
	5122836456	08/31/22 SWR-FIRST AID REFILL	272.72			5310 430600	220		101000	
	5122836456	08/31/22 STRS-FIRST AID REFILL	120.78			2500 430200	220		101000	
		Total for Vendor:	519.86							
43621		776 COL.FALLS VOLUNTEER FIRE	6,719.05							
	091622x	09/16/22 June,July,Aug Tax Reciept Rea	3,214.20			7120 212520			101000	
	091622x	09/16/22 June,July,Aug Tax P&I	81.24			7120 212520			101000	
	091622x	09/16/22 June,July,Aug Tax Reciepts -P	1,259.17			7120 212520			101000	
	091622x	09/16/22 July,August Interest Earnings	8.69			7120 212520			101000	
	091622x	09/16/22 State Entitlement 1st QT 2023	2,155.75			7120 212520			101000	
		Total for Vendor:	6,719.05							
43590		3120 COLUMBIA FALLS PETERBILT	1,039.25							
		VAC TRUCK REPAIR								
	2384F	08/10/22 SWR-VAC TRUCK REPAIR	1,039.25			5310 430600	361		101000	
		Total for Vendor:	1,039.25							
43598		3026 DAILY INTER LAKE	142.50							
	I00556779	08/28/22 PLG-RUIS PUD	142.50			1000 411000	331		101000	
		Total for Vendor:	142.50							
43591		532 DON "K" CHEVROLET	277.45							
		2020 DURANGO OIL CHANGE								
		2020 RAM OIL CHANGE								
	269368/1	08/30/22 PD-2020 DURANGO OIL CHANGE	183.91			1000 420100	361		101000	
	269325/1	08/29/22 PD-2020 RAM OIL CHANGE	93.54			1000 420100	361		101000	
		Total for Vendor:	277.45							

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43580		1953 DOYLE & ASSOCIATES, P.C.	11,800.00						
	7251	08/31/22 YR 2021 COMPLC AUDIT/BLDG CODE	1,000.00			2394 420500	353		101000
	7251	08/31/22 YR 2021 COMPLC AUDIT/BLDG CODE	6,068.00			1000 410500	353		101000
	7251	08/31/22 YR 2021 COMPLC AUDIT/BLDG CODE	2,366.00			5210 430500	353		101000
	7251	08/31/22 YR 2021 COMPLC AUDIT/BLDG CODE	2,366.00			5310 430600	353		101000
		Total for Vendor:	11,800.00						
43593		3182 EFFICIENT SERVICES	2,000.00						
		IRRIGATION AT CITY HALL AND FIRE HALL							
	000049	09/08/22 FAC-CITY HALL IRRIGATION	1,000.00			4000 411200	930		101000
	000047	09/08/22 FAC-FIRE HALL IRRIGATION	1,000.00			4000 411200	930		101000
		Total for Vendor:	2,000.00						
		*** Claim from another period (6/22) ****							
43596		3184 EGPS	2,250.00						
		ANNUAL FEE CITY PAYS HALF FIRE RELIEF PAYS HALF							
	137036	09/07/22 VALUATION 7/1/12-6/30/22 (1/2)	2,250.00			1000 410500	399		101000
		Total for Vendor:	2,250.00						
43570		E 1879 EVERGREEN WASTE CONNECTIONS	796.85						
		ACCT 5412-458132 EVERGREEN DISPOSAL CREDITED A CHECK FOR \$462.95 TO OUR ACCOUNT							
		IN ERROR, THIS CAUSED THE ACCOUNT TO HAVE A CREDIT SO NOTHING WAS DUE IN JULY.							
		THEY HAVE SINCE REMOVED THIS CHECK AND WE ARE NOW PAYING FOR JULY AND AUGUST.							
	080122	09/01/22 FAC-8/1/22-8/31/22	81.00			1000 411200	340		101000
	080122	09/01/22 STRS-8/1/22-8/31/22	201.00			2500 430200	340		101000
	080122	09/01/22 WTR-8/1/22-8/31/22	237.20			5210 430500	340		101000
	080122	09/01/22 SWR-8/1/22-8/31/22	67.45			5310 430600	340		101000
	080122	09/01/22 PRKS-8/1/22-8/31/22	210.20			1000 460400	340		101000
		Total for Vendor:	796.85						
43565		2589 FASTSIGNS WHITEFISH	106.97						
		KRECK RIVERSIDE PARK SIGNS							
	489-26430	09/01/22 PRKS-KRECK PARK SIGN	106.97			1000 460400	220		101000
		Total for Vendor:	106.97						

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43604		438 FERGUSON WATERWORKS	525.00							
	0832148	08/30/22 PRKS-SAND VOLLEYBALL COURTS	525.00			4010 460400	930			101000
		Total for Vendor:	525.00							
43615	E	2961 FIRST BANKCARD-ELECTRONIC PYMT	4,834.31							
		CLAIM IS 5.99 LESS THEN STMT DUE TO FRAUDLENT CHARGE.								
	072522	07/25/22 PD-PRE EMPLOY BACKGRND CHECK	60.00			1000 420100	399			101000
	0741064	07/25/22 FD-ROPE RESCUE MANUAL BOOK	91.17			1000 420400	220			101000
	641144	07/28/22 FD-TP, PAPER TOWELS, DISH SOAP	38.06			1000 420400	220			101000
	583020	07/28/22 POOL-DRINKS & SNACKS FOR POOL	110.92			1000 460445	220			101000
	3134617	07/28/22 WTR-LABELS FOR CLAIM FOLDERS	8.08			5210 430500	210			101000
	3134617	07/28/22 SWR-LABELS FOR CLAIM FOLDERS	8.08			5310 430600	210			101000
	3134617	07/28/22 FIN-LABELS FOR CLAIM FOLDERS	8.08			1000 410500	210			101000
	059230	07/28/22 WTR-LOCKOUT PADLOCKS BLUE	137.48			5210 430500	220			101000
	1022-46385	07/29/22 POOL-PIZZA FOR STAFF	68.96			1000 460445	220			101000
	6826608	07/25/22 BLDG-PLUMBING CODE BOOK	106.00			2394 420500	330			101000
	3000-812	07/28/22 POOL-VAC HEAD REPLACEMENT	209.99			1000 460445	240			101000
	65886296	08/02/22 PD-INDEED JOB ADV PATROLMAN	104.61			1000 420100	390			101000
	347600	08/03/22 FD-DUAL COMPLIANT PANTS	239.90			1000 420400	226			101000
	1722667	08/04/22 WTR-DUAL CK FOR SHERRY JOLLY	239.72			5210 430500	230			101000
	WS258525	08/09/22 PRKS-SAND VOLLEYBALL NET	1,064.34			4010 460400	930			101000
	1589806	08/10/22 WTR-FOLDERS FOR PROJECT FILES	49.75			5210 430500	210			101000
	1589806	08/10/22 SWR-FOLDER FOR PROJECT FILES	49.75			5310 430600	210			101000
	1589806	08/10/22 FIN-FOLDERS FOR PROJECT FILES	49.75			1000 410500	210			101000
	BU-110344	08/15/22 FD-PAGER BATTERIES	209.55			1000 420400	220			101000
	230077832	08/17/22 PRKS-BEARPROOF TRASH CAN	279.99			1000 460400	220			101000
	69540	08/17/22 PD-B RICE HOTEL @ SRO TRAINING	1,311.40			1000 420100	380			101000
	9727444	08/15/22 PD-BULK FLASH DRIVES	231.98			1000 420100	210			101000
	301427	08/23/22 SWR-65MM ALUM INLET W/SEALS	156.75			5310 430600	240			101000
		Total for Vendor:	4,834.31							
43597		1892 FLATHEAD COUNTY	225.00							
	5825	08/31/22 OWNER LIST-W. PHELPS	75.00			1000 411000	390			101000
	5827	09/01/22 OWNER LIST -13 MARTHA RD LLC	75.00			1000 411000	390			101000
	5833	09/08/22 OWNER LIST -J & T ZAVALA	75.00			1000 411000	390			101000
		Total for Vendor:	225.00							

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43607		22 FLATHEAD COUNTY CLERK & RECORDER	29.00								
	1043565	08/15/22 P/Z-ORDINANCE/RUIS ZONE CHNG	24.00			1000		411000	390		101000
	1041756	07/28/22 WTR-HAKONSSON LIEN	5.00			5210		430500	331		101000
		Total for Vendor:	29.00								
43573		663 FLATHEAD COUNTY SOLID WASTE	2,368.48								
		SLUDGE HAULING 8/1/22-8/31/22									
	7688	08/31/22 SWR-SLUDGE HAUL 8/1/22-8/31/22	2,368.48			5310		430600	395		101000
		Total for Vendor:	2,368.48								
43588		24 FLATHEAD COUNTY TREASURER	762.50								
	090122	08/01/22 CRT-TECH SUR 8/22	351.50			1000		212201			101000
	090122	08/01/22 CRT-LEA/CRIM CONV SURCHRG 8/22	411.00			1000		212201			101000
		Total for Vendor:	762.50								
43576		21 FLATHEAD ELECTRIC COOP INC	17,883.65								
		7/25-8/24/22									
	083122	08/31/22 FAC-7/25-8/24/22	490.35			1000		411200	341		101000
	083122	08/31/22 PD-7/25-8/24/22	36.55			1000		420100	341		101000
	083122	08/31/22 FD-7/25-8/24/22	330.27			1000		420400	341		101000
	083122	08/31/22 PARKS-7/25-8/24/22	633.46			1000		460400	341		101000
	083122	08/31/22 POOL-7/25-8/24/22	417.16			1000		460445	341		101000
	083122	08/31/22 LIGHTING-7/25-8/24/22	2,486.30			2400		430200	341		101000
	083122	08/31/22 STRS-7/25-8/24/22	123.40			2500		430200	341		101000
	083122	08/31/22 WTR-7/25-8/24/22	6,636.12			5210		430500	341		101000
	083122	08/31/22 SWR-7/25-8/24/22	6,730.04			5310		430600	341		101000
		Total for Vendor:	17,883.65								
43610		2263 GCR COLUMBIA FALLS TIRE CENTER	167.50								
	807-51550	08/08/22 STRS-TILT EQUIP TRAILER TIR	167.50			2500		430200	232		101000
		Total for Vendor:	167.50								
		*** Claim from another period (6/22) ****									
43583		2819 GLACIER MEDICAL ASSOCIATES	237.00								
		GRADY JENKINS RENEWAL PHYSICAL									
	061622	06/16/22 SWR-G JENKINS RENEWAL PHYSCIAL	237.00			5310		430600	399		101000
		Total for Vendor:	237.00								

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43617		3113 GLOBAL ARCHIVES INC	166.32							
	22032598	08/25/22 WTR-MONTHLY STORAGE AS BUILT	83.16			5210 430500	363		101000	
	22032598	08/25/22 SWR-MONTHLY STORAGE AS BUILT	83.16			5310 430600	363		101000	
		Total for Vendor:	166.32							
43599		2806 HANSON'S HARDWARE	143.29							
	602897	08/31/22 POOL-WINTERIZE POOL ANTIFREEZE	43.92			1000 460445	240		101000	
	602788	08/23/22 PRKS-BUSHING,NIPPLE, SEAL TAPE	18.26			1000 460400	240		101000	
	602739	08/18/22 PRKS-COUPPLING, ADAPTER	11.48			1000 460400	240		101000	
	602774	08/22/22 PRKS-COUPPLING, GALV NIPPLE	5.08			1000 460400	240		101000	
	602481	08/02/22 PRKS-SPRINKLER SPIKE	35.98			1000 460400	212		101000	
	602868	08/30/22 PRKS-INSECT KILLER	19.99			1000 460400	220		101000	
	602504	08/03/22 PRKS-BUNGEE CORDS	8.58			1000 460400	220		101000	
		Total for Vendor:	143.29							
43611		1659 HIGH COUNTRY LINEN SUPPLY	261.70							
	0517984	09/12/22 FAC-CITY HALL, POLC, CRT, FIN	226.61			1000 411200	224		101000	
	0517985	09/12/22 FAC-FIRE HALL	35.09			1000 411200	224		101000	
		Total for Vendor:	261.70							
43577		1485 HILL BROTHERS AUTO BODY & TOWING	1,837.00							
	26301	09/02/22 02' FORD F350 REPAIR	1,837.00			1000 510330	519		101000	
		Total for Vendor:	1,837.00							
43614		2849 J2 BUSINESS PRODUCTS	314.27							
	1207081-0	08/31/22 WTR-STICKY NOTES	5.62			5210 430500	210		101000	
	1207081-0	08/31/22 SWR-STICKY NOTES	5.62			5310 430600	210		101000	
	1207081-0	08/31/22 FIN-STICKY NOTES	5.62			1000 410500	210		101000	
	1206045-0	08/29/22 SWR-CLEANING SUPPLIES/CAN L	180.34			5310 430600	220		101000	
	1209577-0	09/08/22 WTR-PRK RESERV/TEAR REFIL C	16.57			5210 430500	210		101000	
	1209577-0	09/08/22 SWR-PRK RESERV/TEAR REFIL C	16.57			5310 430600	210		101000	
	1209577-0	09/08/22 FIN-PRK RESERV/TEAR REFIL C	16.57			1000 410500	210		101000	
	1209577-1	09/09/22 WTR-LABEL MAKER TAPE	6.80			5210 430500	210		101000	
	1209577-1	09/09/22 SWR-LABEL MAKER TAPE	6.80			5310 430600	210		101000	
	1209577-1	09/09/22 FIN-LABEL MAKER TAPE	6.80			1000 410500	210		101000	
	1210490-0	09/12/22 PD-COPY PAPER	42.70			1000 420100	210		101000	

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	1210561-0	09/12/22 WTR-BINDER CLIPS	1.42			5210		430500	210	101000
	1210561-0	09/12/22 SWR-BINDER CLIPS	1.42			5310		430600	210	101000
	1210561-0	09/12/22 FIN-BINDER CLIPS	1.42			1000		410500	210	101000
		Total for Vendor:	314.27							
43595		2580 JD THINNING INC	2,062.00							
		COLUMBUS PARK BATHROOM PROJECT.								
	11918	08/12/22 PRKS-BATHROOM @ COLUMBUS PARK	2,062.00			4010		460400	930	101000
		Total for Vendor:	2,062.00							
43572		3004 JIFFY LUBE	94.48							
	238560	08/31/22 PD-CAR 17 OIL CHANGE & SRVS	94.48			1000		420100	361	101000
		Total for Vendor:	94.48							
43612		2316 KOIS BROTHERS EQUIPMENT CO	421.54							
	127062	09/08/22 SWR-VAC TRUCK PARTS	421.54			5310		430600	232	101000
		Total for Vendor:	421.54							
43592		1690 LASALLE SAND & GRAVEL CORP	1,045.50							
	157739	08/31/22 PRKS-PEA GRAVEL FOR VOLLEYBALL	156.56			4010		460400	930	101000
	157704	08/31/22 PRKS-PEA GRAVEL FOR VOLLEYBALL	181.34			4010		460400	930	101000
	157662	08/30/22 PRKS-PEA GRAVEL FOR VOLLEYBALL	183.94			4010		460400	930	101000
	157654	08/30/22 PRKS-PEA GRAVEL FOR VOLLEYBALL	176.59			4010		460400	930	101000
	157650	08/30/22 PRKS-PEA GRAVEL FOR VOLLEYBALL	193.07			4010		460400	930	101000
	157438	08/26/22 STRS-3/4 CRUSH	77.60			2500		430200	452	101000
	157452	08/26/22 STRS-3/4 CRUSH	76.40			2500		430200	452	101000
		Total for Vendor:	1,045.50							
43568		1080 LES SCHWAB TIRE CENTER	1,471.84							
		UNIT #21 NEW TIRES								
	486330	09/01/22 PD-UNIT #21 NEW TIRES	1,471.84			1000		420100	361	101000
		Total for Vendor:	1,471.84							
43608		3153 LEXIPOL, LLC	1,915.00							
		CONTRACT TERM 10/1/22-9/30/2023								
	INVPR1093	09/01/22 FD-FIRE/EMS LEARNING PLATF	1,915.00			1000		420400	380	101000
		Total for Vendor:	1,915.00							

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

Claim/	Check	Vendor #/Name/	Document \$/	Disc \$						Cash
		Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object	Proj		Account
43571		1493 MAHUGH FIRE & SAFETY	39.00							
	103149	09/01/22 FD-AKRON BALE + ROLL PINS	39.00			1000 420400	220			101000
		Total for Vendor:	39.00							
43582		43 MONTANA ENVIRONMENTAL LABORATORY	761.00							
		STATEMENT ENDING 8/31/22								
	2208598	08/11/22 WTR-COLIFORM	135.00			5210 430500	394			101000
	2208707	08/15/22 WTR-COLIFORM	162.00			5210 430500	394			101000
	2209106	08/30/22 SWR-NITRATE+NITR, TNK	65.00			5310 430600	394			101000
	2208193	08/11/22 SWR-AMMONIA, TKN, NITRATE+NIT	90.00			5310 430600	394			101000
	2208546	08/16/22 SWR-CBOD, BOD, NITR+NITR TNK	164.00			5310 430600	394			101000
	2207919	08/01/22 SWR-NITRATE+NITRITE, TKN	65.00			5310 430600	394			101000
	2208837	08/23/22 SWR-NITRATE+NITRITE, TKN	65.00			5310 430600	394			101000
	2208194	08/08/22 SWR-DISOLVED ALUMINUM	15.00			5310 430600	394			101000
		Total for Vendor:	761.00							
43600		1247 MURDOCH'S RANCH & HOME KALISPELL	122.53							
	300118/34	09/01/22 PRKS-GAME CAMERAS	79.99			1000 460400	212			101000
	300118/34	09/01/22 PRKS-BATTERIES FOR GAME CAM	14.99			1000 460400	220			101000
	8722/34	09/02/22 PRKS-BATTERIES FOR GAME CAMER	14.99			1000 460400	220			101000
	8726/34	09/03/22 SWR-RODENT TRAPS	12.56			5310 430600	220			101000
		Total for Vendor:	122.53							
43609		90 NATIONAL FIRE PROTECTION	399.95							
	962600	09/12/22 FD-FIRE SAFETY ACTIVITY BOOKS	399.95			1000 420400	220			101000
		Total for Vendor:	399.95							
43569		520 NORCO, INC.	12.09							
	35758052	08/31/22 STRS-CYLNDR RENT AUGUST 2022	12.09			2500 430200	220			101000
		Total for Vendor:	12.09							
43566		56 NORTHWEST PIPE FITTINGS INC	220.96							
	4790604	08/31/22 SWR-SUMP PUMP REPLACEMENT	220.96			5310 430600	240			101000
		Total for Vendor:	220.96							

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* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
43563		1437 NORTHWESTERN ENERGY	1,277.02						
		NATURAL GAS SERVICE 7/24-8/23/22							
	082822	08/28/22 FAC-7/24-8/23/22	50.11			1000 411200	344		101000
	082822	08/28/22 PD-7/24-8/23/22	16.35			1000 420100	344		101000
	082822	08/28/22 FD-7/24-8/23/22	29.13			1000 420400	344		101000
	082822	08/28/22 POOL-7/24-8/23/22	1,037.94			1000 460445	344		101000
	082822	08/28/22 STRS-7/24-8/23/22	24.40			2500 430200	344		101000
	082822	08/28/22 WTR-7/24-8/23/22	8.35			5210 430500	344		101000
	082822	08/28/22 SWR-7/24-8/23/22	110.74			5310 430600	344		101000
		Total for Vendor:	1,277.02						
43586		3100 PEDROS PROPERTIES	475.00						
	2022-089	08/31/22 PRKS-SAND VOLYBALL @ COLUMBU	475.00			4010 460400	930		101000
		Total for Vendor:	475.00						
		*** Claim from another period (6/22) ****							
43618		63 PETTY CASH	40.62						
	980840	06/28/22 POOL-TRASH BAGS, GLOVES	33.43			1000 460445	220		101000
	230037576	06/28/22 SWR-EDGER BLADE 9"	7.19			5310 430600	220		101000
43619		63 PETTY CASH	29.84						
	1220002629	07/13/22 FD-CERTIFIED LETTER/USPS	4.60			1000 420400	310		101000
	2419748-1	08/04/22 FIN-ADDTL PSTG DUE FOR PACK	5.25			1000 410500	310		101000
	J86744	09/09/22 PRKS- POP UP SPRINKLER HEAD	19.99			1000 460400	240		101000
		Total for Vendor:	70.46						
43575		1495 PLATT ELECTRIC SUPPLY	420.33						
	3E26880	08/23/22 STRS-STREET LIGHT BULBS	365.09			2500 430200	242		101000
	3E40957	08/24/22 SWR-BACKUP FUSE	55.24			5310 430600	240		101000
		Total for Vendor:	420.33						
43616	E	3008 REPUBLIC SERVICES	1,930.32						
		AUGUST							
		REPUBLIC IMPLEMENTED A RATE INCREASE CAUSING THE COST OF THE TOILETS TO RAISE THIS MONTH.							
	252019	08/31/22 PRKS-PORTA POTTIES AUG 2022	1,930.32			1000 460400	399		101000
		Total for Vendor:	1,930.32						

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* ... Over spent expenditure

Claim/	Check	Vendor #/Name/	Document \$/	Disc \$							Cash
		Invoice #/Inv Date/Description	Line \$		PO #	Fund	Org	Acct	Object	Proj	Account
43589		999999 SCHEELE, ERIC	25.00								
		REFUND MARANTETTE PARK USE FOR 9/17/22 DUE TO SMOKE									
		090822 09/08/22 REFUND SEP 17 PARK USE FEE	25.00			1000		346031			101000
		Total for Vendor:	25.00								
43606		2755 SHERWIN-WILLIAMS CO	343.09								
		9726-8 08/30/22 STRS-5 GAL ACETONE X5	118.96			2500		430200	220		101000
		1452-6 08/31/22 STRS-ACETONE X10 & STRAINER	224.13			2500		430200	220		101000
		Total for Vendor:	343.09								
43605		2890 SPOKANE HOUSE OF HOSE, INC	79.70								
		955631 08/23/22 SWR-CAMLOCK GASKET	4.70			5310		430600	240		101000
		958403 09/07/22 SWR-MILL HOSE	75.00			5310		430600	240		101000
		Total for Vendor:	79.70								
43613		2699 THE MAIL ROOM, INC	171.30								
		D111400 09/12/22 PD-MAIL SRVS 8/29-9/9/22	21.16			1000		420100	310		101000
		D111400 09/12/22 FIN-MAIL SRVS 8/29-9/9/22	13.92			1000		410500	310		101000
		D111400 09/12/22 WTR-MAIL SRVS 8/29-9/9/22	16.25			5210		430500	310		101000
		D111400 09/12/22 SWR-MAIL SRVS 8/29-9/9/22	16.25			5310		430600	310		101000
		D111400 09/12/22 CRT-MAIL SRVS 8/29-9/9/22	46.99			1000		410360	310		101000
		D111400 09/12/22 PLN-MAIL SRVS 8/29-9/9/22	56.73			1000		411000	310		101000
		Total for Vendor:	171.30								
43594		3183 TOTAL GARAGE SOLUTIONS	4,489.00								
		STREET SHOP GARAGE DOOR									
		EST725 09/08/22 FAC-STREET SHOP GARAGE DOOR	4,489.00			4000		430200	930		101000
		Total for Vendor:	4,489.00								
43584		3016 TRANSUNION RISK AND ALTERNATIVE	100.00								
		202208-1 08/31/22 PD-08/01/22-08/31/22	100.00			1000		420100	335		101000
		Total for Vendor:	100.00								

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CITY OF COLUMBIA FALLS
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* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
43574		3063 UTILITIES UNDERGROUND LOCATION	127.17						
		MONTH OF SERVICE AUGUST							
		81 UDIGS							
	2085068	08/31/22 WTR-AUGUST 2022 UDIGS	42.39			5210 430500	318		101000
	2085068	08/31/22 SWR-AUGUST 2022 UDIGS	42.39			5310 430600	318		101000
	2085068	08/31/22 STRS-AUGUST 2022 UDIGS	42.39			2500 430200	318		101000
		Total for Vendor:	127.17						
43587		1134 VICTIM-WITNESS ADVOCATE PROGRAM	450.00						
	090122	09/01/22 CRTS-AUGUST 2022	450.00			2917 410360	356		101000
		Total for Vendor:	450.00						
43602		84 WESTERN BUILDING CENTER	76.52						
	4699712	08/18/22 PRKS-GALV BUSHING	2.99			1000 460400	240		101000
	4701075	08/31/22 POOL-BUSHINGS	15.77			1000 460445	240		101000
	4700948	08/30/22 PRKS-SAND VOLLEY BALL	15.00			4010 460400	930		101000
	4702017	09/09/22 WTR-DRINK FOUNT, HOERNER, COLU	42.76			1000 460400	225		101000
		Total for Vendor:	76.52						
43585	E	2733 WEX Fleet Universal	6,563.21						
		STATEMENT ENDING 8/31/22							
	83459477	08/31/22 PD-AUGUST FUEL	2,478.27			1000 420100	231		101000
	83459477	08/31/22 FIRE-AUGUST FUEL	1,003.74			1000 420400	231		101000
	83459477	08/31/22 PRKS-AUGUST FUEL	433.75			1000 460400	231		101000
	83459477	08/31/22 WTR-AUGUST FUEL	537.58			5210 430500	231		101000
	83459477	08/31/22 SWR-AUGUST FUEL	965.35			5310 430600	231		101000
	83459477	08/31/22 STRS-AUGUST FUEL	1,000.78			2500 430200	231		101000
	83459477	08/31/22 FAC-AUGUST FUEL	16.63			1000 411200	231		101000
	83459477	08/31/22 PD-C MCCONNELL TRAIL BLAZER	127.11			1000 420100	380		101000
		Total for Vendor:	6,563.21						
43578		2740 WOODLAND FLORAL & GIFTS	75.00						
	015299	09/06/22 FLOWERS-GARY DENHAM	75.00			1000 410100	220		101000
		Total for Vendor:	75.00						
		# of Claims 58	Total: 111,421.61		# of Vendors	52			
		Total Electronic Claims	14,352.63						
		Total Non-Electronic Claims	97068.98						

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CITY OF COLUMBIA FALLS
Fund Summary for Claims
For the Accounting Period: 9/22

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Fund/Account	Amount
1000 GENERAL FUND	
101000 CASH/CASH EQUIVALENTS	\$43,116.24
2394 BUILDING CODE ENFORCEMENT FUND	
101000 CASH/CASH EQUIVALENTS	\$1,106.00
2400 SPECIAL LIGHTING DISTRICT FUND	
101000 CASH/CASH EQUIVALENTS	\$3,452.30
2500 SPECIAL STREET MAINTENANCE DISTRICT FUND	
101000 CASH/CASH EQUIVALENTS	\$3,571.24
2917 CRIME VICTIMS ASSISTANCE FUND	
101000 CASH/CASH EQUIVALENTS	\$450.00
4000 CAPITAL PROJECTS FUND - Building	
101000 CASH/CASH EQUIVALENTS	\$6,489.00
4010 CAPITAL PROJECTS FUND - Parks	
101000 CASH/CASH EQUIVALENTS	\$5,032.84
5210 WATER ENTERPRISE FUND	
101000 CASH/CASH EQUIVALENTS	\$18,103.37
5310 SEWER ENTERPRISE FUND	
101000 CASH/CASH EQUIVALENTS	\$23,381.57
7120 FIRE RELIEF DISABILITY/PENSION FUND	
101000 CASH/CASH EQUIVALENTS	\$6,719.05
Total:	\$111,421.61

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CITY OF COLUMBIA FALLS
Claim Approval Signature Page
For the Accounting Period: 9 / 22

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Council Meeting Date: 09/19/2022

Claims Submitted to Council: \$ 111,421.61

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

Prepared By: Shawn Bates, Finance Director

Shawn Bates

Approved by Susan M. Nicosia, City Manager

Susan Nicosia

City Council to Approve by motion on consent agenda

The following claims is significant:

Black Mountain Software Inc. - \$22,420 Software annual service and support (Funds 1000, 2400, 2500, 5210 & 5310)
Doyle & Associates, P.C. - \$11,800 FY 2021 Audit report (Funds 1000, 2394, 5210 & 5310)

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

June claims: \$2,527.62
September claims: \$108,893.99

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CITY OF COLUMBIA FALLS
Payroll Summary For Payrolls from 09/16/22 to 09/16/22

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Total for Payroll Checks

	Employee	Employer	Amount
COMA HOURS (Comp Time Accumulated)	2.25		
COMP HOURS (Comp Time Used)	0.50		10.53
HOL HOURS (Holiday Pay)	237.55		7,034.88
HOLW HOURS (Holiday Worked @ 2.5x)	8.00		421.00
J003 HOURS (PD HOL WK)	30.25		1,670.72
J008 HOURS (PD HOL WK OT)	20.00		806.40
OVER HOURS (Overtime)	55.25		2,663.58
OVID HOURS (STEP overtime)	9.00		411.93
REG HOURS (Regular Time)	2,105.75		64,543.01
SFTO HOURS (Shift Sup/FTO - \$1.5/hour)	80.00		120.00
SHFI HOURS (Step B)	9.00		27.00
SHFN HOURS (Shift B)	302.00		604.00
SHFQ HOURS (OVT B)	27.00		81.00
SHFU HOURS (Hol wk B)	30.00		150.00
SICK HOURS (Sick Time)	60.75		1,309.67
VACA HOURS (Vacation Time Used)	97.50		2,759.25
VOLN HOURS (Not in use)	29.00		1,450.00
GROSS PAY	82,612.97	0.00	
NET PAY	56,110.43	0.00	
NET PAY (CHECKS)	330.80		
NET PAY (DIRECT DEPOSIT)	55,779.63		
AFLAC-POSTTAX	111.67	0.00	
AFLAC-PRETAX	165.04	0.00	
CHILD SUPPORT P	413.07	0.00	
CITY OF COLUMBI	20.00	0.00	
FIT	7,579.54	0.00	
FLEX ALLEGIANCE	898.41	25.00	
FLEX DEP CARE	208.33	2.50	
FOP	240.00	0.00	
HEALTHINS/PRE	1,904.82	17,494.00	
MEDICARE	1,187.95	1,187.95	
MT ST FIRE ASSO	31.17	0.00	
NATIONWIDE/CITY	0.00	2,491.00	
NATIONWIDE/EMP	337.50	0.00	
P.E.R.S.	3,680.05	4,178.49	
PERS/FURS	333.48	447.55	
PERS/POLICE	2,283.27	3,655.76	
SIT	3,735.00	0.00	
SOCIAL SECURITY	2,960.94	2,960.94	
TEAMSTERS DUES	308.00	0.00	
UNEMPL. INSUR.	0.00	445.58	
UNUM LIFE INS.	104.30	0.00	
WORKERS' COMP	0.00	2,672.32	
CHARLES SCHWAB	1,582.90	0.00	
CHASE	253.58	0.00	
FIRST INTERSTAT	2,005.58	0.00	
FREEDOM BANK	1,271.84	0.00	
GLACIER BANK KA	5,741.84	0.00	

Sept 16, 2022
Payroll
\$134,623.90
Baw Standard

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CITY OF COLUMBIA FALLS
Payroll Summary For Payrolls from 09/16/22 to 09/16/22

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GLACIER BANK/CF	18,110.68	0.00
GLACIER BANK/WF	1,804.78	0.00
PARKSIDE CR U	11,963.52	0.00
THREE RIVERS	1,104.24	0.00
USAA FEDERAL	1,186.91	0.00
USBANK.	2,756.12	0.00
VALLEY BANK KAL	100.00	0.00
VERIDIAN CREDIT	400.00	0.00
WELLS FARGO	4,181.97	0.00
WFISH CR UNION	3,315.67	0.00
FIT/SIT BASE	73,010.40	0.00
MEDICARE BASE	81,927.37	0.00
PERS BASE	75,069.23	0.00
SOC SEC BASE	47,757.24	0.00
UN BASE	81,012.97	0.00
WC BASE	82,212.08	0.00

Total 35,561.09
Total Payroll Expense (Gross Pay + Employer Contributions): 118,174.06
*** PAYROLL REGISTER + VOLUNTEER PAYROLL REGISTER = PAYROLL SUMMARY ***

Check Summary

Payroll Checks Prev. Out. \$126,684.83
Payroll Checks Issued \$45,279.11
Payroll Checks Redeemed \$0.00
Payroll Checks Outstanding \$171,963.94
Electronic Checks \$91,344.79

Deductions Accrued	Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
Social Security 5921.88		5921.88		212260
Medicare 2375.90		2375.90		212260
P.E.R.S. 7858.54		7858.54		212270
Unempl. Insur. 445.58	2946.25		3391.83	212210
Workers' Comp 2672.32	16361.24		19033.56	212220
FIT 7579.54		7579.54		212260
SIT 3735.00		3735.00		212260
AFLAC-PRETAX 165.04	165.04	330.08		212230
NATIONWIDE/EMP 337.50		337.50		212280
Teamsters dues 308.00	308.00	616.00		212310
PERS/Police 5939.03		5939.03		212240
NATIONWIDE/CITY 2491.00		2491.00		212280
AFLAC-POSTTAX 111.67	111.67	223.34		212230
PERS/FURS 781.03		781.03		212275
MT ST FIRE ASSO 31.17		31.17		212315
HEALTHINS/PRE 19398.82	19398.82	40277.55	-1479.91	212400
CITY OF COLUMBI 20.00		20.00		212450
UNUM LIFE INS. 104.30	104.30	208.60		212400
FLEX ALLEGIANCE 923.41		923.41		212285
CHILD SUPPORT 0.00				212330
CHILD SUPPORT P 413.07		413.07		212330
WA CHILD SUPPOR 0.00				212330

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CITY OF COLUMBIA FALLS

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Payroll Summary For Payrolls from 09/16/22 to 09/16/22

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FOP	240.00		240.00	212335
FLEX DEP CARE	210.83		210.83	212285
Total Ded.	62063.63	39395.32	80513.47	20945.48

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

**CITY OF COLUMBIA FALLS
CITY COUNCIL REGULAR MEETING MINUTES
HELD SEPTEMBER 06, 2022**

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

ROLL CALL: Councilor Fisher, Councilor Karper, Councilor Lovering, Councilor Piper, Councilor Robinson, Councilor Shepard and Mayor Barnhart.

Also present: City Manager Nicosia, City Clerk Staaland, City Attorney Breck and Detective McConnell.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA: Councilor Piper motioned to approve the Agenda, seconded by Councilor Robinson and the motion passed.

CONSENT AGENDA: Councilor Karper made motion to approve the Consent Agenda noting all claims appeared to be in order, seconded by Councilor Lovering with Council voting as follows. Ayes: Piper, Robinson, Shepard, Fisher, Karper, Lovering and Barnhart.

Approve Claims - September 6, 2022 - \$201,739.53

Approval of August 18, 2022 Payroll - \$153,001.52

Approval of Special Payroll (Clothing allowance and stipends) - August 26, 2022 - \$20,434.95

Approval of Payroll - September 1, 2022 - \$98,466.91

Approval of August 15, 2022 Regular City Council Meeting Minutes

Approval of August 29, 2022 Special City Council Meeting Minutes

Approve Master Services Agreement with WGM Group and authorize City Manager to execute Task Order for FEMA/River's Edge Park Projects

Approve Pop-A-Squat Disposal Agreement and authorize City Manager to sign

Approval of Disposal Agreement - Republic Services (dba Peewee's) and authorize City Manager to sign

VISITORS/PUBLIC COMMENT (Items not on agenda)

Dave Petersen asked if the City would ensure the building contractor does dust control on 6th Street W. during construction. Mayor Barnhart replied they were out there this evening putting water on the site. Councilman Piper also observed the water truck on site. Mr. Petersen said there are cars parked on 6th Street which belong to his tenants in the 12 apartments on Nucleus and 6th St.; Petersen said he wanted Council to be aware of the "invisible" people in the community; he passionately described the occupants in his building noting some have been there a long time.

NOTICE OF PUBLIC HEARINGS/PUBLIC HEARINGS:

22-23 Fiscal Year Preliminary Budget Hearing Continued:

The City Council of the City of Columbia Falls will hold their third and final hearing on the 22-23 Fiscal Year Budget and Set the Final Mill Levies for the 22-23 Fiscal year. The City is projecting appropriations in the amount of \$20.5 million.

City Manager Nicosia said the budget is a culmination of the Council's goals and priorities for the year along with the needs of each department. The Council's priorities focused on public safety, community development, public health and recreation. Nicosia presented the final recommended budget noting the following:

As a small-sized city, our annual appropriations are impacted notably by grants and capital projects. The 2023 FY capital projects total \$9.7 million including the \$5.5 million Wastewater System Project. This project is funded by \$1.21 million capital expansion funds, \$1.4 million in federal ARPA Funds, \$2 million competitive grant passed through the State of MT, and \$877k in HB 632 grant allocation. Due to the available federal funds, the City is able to complete these planned improvements without borrowing from the State Revolving Loan fund program which would have required a sewer utility rate increase on all users.

The City budgeted \$761k in the Street Construction Fund to be used to improve the life of the most critical street in the City along with Special Gas Tax Funds in the amount of \$135k. The EDA project, 12th Ave West, is budgeted at \$1.2 million and is funded 50% by a federal grant, 25% by the developer and 25% by the City. The Urban Renewal District Fund will pay for 1st Ave W paving and parking improvements in the amount of \$167k as well as additional anticipated sidewalk and parking improvements. The total budget for Fund 2310 Tax Increment District (URD) is \$1.2million. Other large governmental capital projects include providing \$154k in matching funds for the Transportation Alternatives Grant recently approved by MDOT to construct the long-planned Railroad Street Sidewalk. The City Council also approved the installation of pickleball courts, a sand volleyball court and new playground improvements at Columbus Park, \$145k.

The Council reviews and approves a five-year capital outlay plan for building improvements, park improvements, machinery and equipment and street construction and appropriations are adopted annually. Due to funding constraints, the City must evaluate priorities and set aside funding for significant capital projects.

The total appropriations by Fund-type are as follows:

	FY 2022-2023	
General Fund	\$	3,665,000
Special Revenue Funds	\$	5,740,109
Debt Service Funds	\$	81,630
Capital Project Funds	\$	1,281,584
Water	\$	1,494,734
Sewer	\$	8,238,336
Fire Relief Pension	\$	67,627
Total	\$	20,569,020
Personal Services	\$	3,288,018 15.99%
Operating & Maintenance	\$	2,963,492 14.41%
Capital Expenditures	\$	9,687,614 47.10%
Depreciation - Proprietary	\$	731,000 3.55%
Debt Service	\$	214,844 1.04%
Transfers	\$	3,684,052 17.91%
Total	\$	20,569,020

The City's strength comes from the dedicated employees working in each of the City's departments. City Council voted to add an additional police officer in the 2019 FY, the first police officer addition in over two decades and adjusted the positions in the 22 FY to add a Lieutenant. The City Council approved hiring 3 full time firefighters in the 23 FY. The expense of the firefighters is not included within this budget. The City submitted a federal SAFER grant request to help pay for the three firefighters. The City is waiting to hear if we will receive grant funding. The Council has reserved \$192,000 in the Resort Tax Fund and the Rural Fire District has a budget placeholder to pay 1/3 of the cost of the firefighters. A budget amendment for the firefighters will be made upon learning the final funding source. This budget

adds a full-time “floater” position in Public Works. That position is split between Water, Streets and Parks. Personal Services costs are \$3,288,018 City-wide for the 34.50 FTE, making up 15.99% of the budget appropriations. Capital expenditures in the amount of \$9,687,614 make up 47.10% of the budget, due to the capital projects described above. Operations and maintenance items including supplies, small equipment, contracted services, and utilities total \$2,963,492 and make up 14.41% of the budget appropriations. Operating transfers total \$3,684,052, 17.91%, of the total budget appropriations.

The total 22-23 FY revenues are as follows:

	FY 2022-2023			FY 2021-2022		Difference	
						23 FY and 22 FY	
Taxes & Special Assessments	\$	2,807,865	13.65%	\$	2,092,984	12.15%	\$ 714,881
Licenses & Permits	\$	228,975	1.11%	\$	287,425	1.67%	\$ (58,450)
Intergovernmental (Incl. Grants)	\$	4,916,356	23.90%	\$	4,859,982	28.21%	\$ 56,374
Charges for Services & Misc.	\$	2,234,148	10.86%	\$	2,172,560	12.61%	\$ 61,588
Fines & Forfeitures	\$	183,300	0.89%	\$	183,300	1.06%	\$ -
Investment Earnings & Misc.	\$	431,661	2.10%	\$	109,899	0.64%	\$ 321,762
Other Financing Sources	\$	3,679,541	17.89%	\$	3,280,353	19.04%	\$ 399,188
Cash Carryover	\$	6,087,174	29.59%	\$	4,240,627	24.62%	\$ 1,846,547
Total	\$	20,569,020		\$	17,227,130		\$ 3,341,890

The 2022-23 FY revenues are \$3.3 million higher than the previous year’s \$17,227,130. As with the appropriations, revenue sources are impacted by capital projects that are funded with grants, loans and operating transfers. Other Financing Sources increased \$399k due primarily to the Wastewater project Operating Transfer (\$1.13 million) and transfer of ARPA grant proceeds of \$1.5 million. Cash carryover increased by \$1.8 million to fund planned capital projects and operations.

Property Tax revenues decreased by a slight dollar amount, \$81,339, as the City Council reduced the operating levy by 15.21 mills to account for the Resort Tax property tax rebate, \$136,435, 25% of the collections from the 2021-22 FY. For the second consecutive the Council adopted a reduced mill levy. The 22-23 FY mills, 181.01, are 10.737 mills less than the 21-22 Mill Levy of 191.747 mills. For each \$200,000 in taxable value, the city residential taxpayer will see a \$28.99 decrease in City Property Taxes:

Tax Impact:	Tax Value	22-23 Mills	21-22 Mills
\$200,000 Home	2,700	181.01	191.747
City Taxes	\$	488.73	\$ 517.72
Reduction			\$ (28.99)

The most significant Intergovernmental Revenue in the General Fund is the State Entitlement Program. This program was established in 2001 by HB 124, the “Big Bill,” and represents the bundling of gambling revenues, corporate license tax, light vehicle taxes and state reimbursement for property tax reduction. The 2023 FY amount includes a 3.588% growth increase as determined by the State Legislature. Unfortunately, this program is subject to legislative attack each session. For the 2023 FY, the City will receive \$814,712 allocated between the General Fund (\$806,089) and the Fire Relief Pension Fund (\$8,623). The Wastewater Fund will receive a \$2 million competitive grant from the State of MT, passed through federal funds as well as \$877K in HB 632 grant funds and the Water Fund will receive a \$143k competitive grant from the State of MT. Additionally, the City will receive a federal EDA grant in the amount of \$632k.

The City’s allowable tax levy is determined annually by using the statutory formula found in 15-10-420, MCA. This formula provides for an inflation adjustment that was 1.177% for the 2023 FY, resulting in \$24,842 new tax dollars. The City can also levy mills on the newly taxable property, certified at \$142,759. The tax dollars generated on the newly taxable property equal \$21,861. The number of mills levied is directly influenced by the certified taxable valuation.

The City's certified taxable valuation for mill purposes increased 0.88% to a value of \$8,969,315 compared to last year's value of \$8,891,315.

Nicosia highlighted the General Fund operations:

	22-23 FY		21-22 FY	Change 22 & 23 FY
Property Taxes	\$ 1,331,428	36%	\$ 1,358,051	\$ (26,623)
Licenses & Permits	\$ 71,475	2%	\$ 76,675	\$ (5,200)
Intergovernmental Revenues	\$ 1,132,704	31%	\$ 1,091,109	\$ 41,595
Charges for Services	\$ 180,710	5%	\$ 163,710	\$ 17,000
Fines & Forfeitures	\$ 177,300	5%	\$ 177,300	\$ -
Investment Earnings & Misc.	\$ 5,000	0%	\$ 5,000	\$ -
Transfers In	\$ 465,883	13%	\$ 182,831	\$ 283,052
Cash Carryover	\$ 300,500	8%	\$ 463,481	\$ (162,981)
Total	\$ 3,665,000	100%	\$ 3,518,157	\$ 146,843

The General Fund is supported 36% by Property Taxes and 31% by Intergovernmental Revenues. State Entitlement revenue is \$806,089. Other significant Intergovernmental Revenues include \$249,163 in State contributions to the Police and Fire Retirement Funds, MPORS and FURS. The state contributes 32.61% toward the cost of the firemen's retirement and 29.37% of the police officer's retirement. This contribution is offset by a corresponding expenditure. The cash carryover is fairly consistent from year to year with 8% of the revenues this year and 13% of the revenues last year. Fines and Forfeitures have remained stable.

General Fund expenditures by object:

Personal Services	\$ 2,362,945	64.47%
Operating and Maintenance	\$ 930,817	25.40%
Comp. Insurance	\$ 93,579	2.55%
Capital Outlay	\$ 4,000	0.11%
Debt-Prin and Int	\$ 15,777	0.43%
Transfer to CIP/Other funds	\$ 257,882	7.04%

Total \$ 3,665,000

The General Fund consists of Police, Fire, Court, Administration, Finance, Planning and Zoning, Parks and Pool and supports 60% of the City's total employees. There is an additional 1/3 employee for the Parks portion of the Public Works Floater position. The Council completed a comprehensive Public Safety review in the 2019 and 2020 Fiscal Years and recognized the need for additional police and fire staffing, adding the one police officer immediately. The public safety review resulted in the Council asking the voters to consider a Resort Tax. The voters approved the Resort Tax on June 2, 2020. The Council has anticipated hiring 3 full-time firefighters as noted above. Council continues their long range planning and analysis of all city operations, particularly public safety.

Year to date comparisons of the General Fund Budget reflect a 4% increase in the 23 FY budget. The Police Department had the largest increase, 12.8%, \$189,215, over the prior year budget. Operating transfers were reduced by 33.9%, \$129,128.

Nicosia reviewed each of the Special Revenue, Debt Service and Capital Projects funds summaries.

The Enterprise Fund Budgets, Water and Sewer, must meet required Debt Coverage, with operational revenues exceeding operational expenses to provide 110% or 125% debt coverage, depending on the year of issue. As indicated in the detailed Enterprise Fund section, after setting priorities and balancing the budgets, both funds are budgeted to meet the required debt capacity. The Water Fund has two outstanding revenue bonds, 2005 issue to be paid off in 2025 and the 2020 Bond Issue that will be paid off in 2040. The 2020 Debt, \$675,000, was needed to finance the Well Project. The Sewer Fund has two outstanding revenue bonds, 2009 B and 2009 C, as the 2000 bond was paid off in June 2020.

Water and Sewer Capital Project and Operations planning were updated with the completion of the Preliminary Engineering Reports (PER) that were adopted by Council in the spring of 2018. These reports supported the base rate increases put into effect in August 2018. The Sewer PER concentrated on operations and maintenance until the City will begin the planned Bioreactor Addition, originally planned for the 20-21 FY. The Bioreactor Addition and other required Wastewater Treatment projects are included in this budget for \$5.5 million, financed with federal and state grants and saved cash, allowing the City to complete the project without borrowing funds and without raising Sewer rates.

The Capital Projects Fund appropriations totaling \$1,281,584 and include Street Construction, Parks Projects and Equipment replacement.

The City actuarially funds the Fire Relief Pension Fund, a fund that provides a monthly retirement stipend to the dedicated volunteer firemen of the City based on their years' of service, with a maximum statutory permitted stipend of \$300/month. The City in partnership with the Fire Relief Association, complete an actuary every three years. The last report was effective June 30, 2022. Based on the 5-year amortization, the City provides \$67,627 in funding for this pension fund.

Mayor Barnhart continued the Preliminary Budget Public Hearing at 7:34 p.m.

Dave Petersen inquired about the Resort Tax budget; if the revenues come in above the budget will it then go back to the tax payers. Mayor Barnhart said that is correct. Nicosia noted that the Resort Tax Revenues have been budgeted at \$797,865, last year's collections, \$518,453, plus the collections received in July for the quarter ending June 30th. Nicosia echoed the Mayor's remark, tax relief for the 23-24 Fiscal year will be 25% of the total collections plus any amount received over the budgeted \$797,865 pursuant to state law.

With no further comments Mayor Barnhart closed the Public Hearing at 7:39 p.m. and noted that Council will formally adopt the budget at the next council meeting.

Mayor Barnhart read the following Notice of Public Hearing:

The Columbia Falls City-County Planning Board will hold public hearings for the following items at their regular meeting on Tuesday, September 13, 2022 at 6:30 p.m. at the Council Chambers of City Hall, 130 6th Street West, Columbia Falls, Montana. The Columbia Falls City Council will hold a subsequent hearing on October 3, 2022 starting at 7:00 p.m. in the same location.

Request for a Planned Unit Development in the Columbia Falls Planning Jurisdiction:

Mick Ruis is requesting a Planned Unit Development on behalf of HC 246 LLC in the Columbia Falls Zoning Jurisdiction. The property is located at 230 Highway 2 East in Columbia Falls and is described as Tract 1 of COS No. 3040 and Certificate of Survey No. 3778 all in Section 17, Township 30 North, Range 20 West, P.M.M., Flathead County. The applicant is proposing to construct a four story 65 unit hotel and is requesting the PUD

in order to exceed the 45-foot height limit by five feet and reduce the landscape provisions of the large building and PUD standards.

NEW BUSINESS:

Award EDA 12th Ave West Project Bid to low bidder, Sandry Construction - \$991,301

Nicosia said staff recommends awarding the bid to the low bidder Sandry Construction at \$991,301.

Councilor Shepard made motion to award the EDA 12th Ave. W. project to Sandry Construction, seconded by Councilor Fisher with council voting as follows. Ayes: Robinson, Shepard, Fisher, Karper, Lovering, Piper and Barnhart.

Award Bid - Overlay and Reconstruction Projects:

Nicosia reported that staff is recommending the award for Schedule 1 to the low bidder, LHC, LLC in the amount of \$759,430.90. Nicosia noted that Schedule 1 was the highest priority, the Beth and Martha Road reconstructs and repairs the road and adds drainage. Nicosia noted that awarding the highest priority project basically takes the money the City appropriated in Fund 4040 Street Construction and Fund 2821 Special Gas Tax, with engineering and a five percent contingency, as recommended by the engineer. The Beth and Martha road project dovetails into the sewer main upgrade that the City is working on with HDR said Nicosia. This was the City's priority street for reconstruction due to existing conditions. The original estimate was just under \$596,000; with the possibility items may be adjusted with a change order. Nicosia said the recommendation is to award the bid for Schedule 1.

Nicosia reported that Schedule 2 is the angled parking on the west side of 1st Ave W. between 4th St. W. and 5th St. W. Nicosia reported the estimate was \$98,000 and the bid is \$148,184.35. Nicosia noted that douglas fir trees that have buckled the sidewalk will need to be removed and will be replaced with six new boulevard trees. Nicosia noted that this project provides 15 improvement parking spots on 1st Ave. W, curb/gutter and sidewalk. Nicosia said the City received comment from one neighbor with concern of taking down the old trees.

Nicosia said the City has the funds to complete Schedule 1 with the appropriate funds in capital and special gas tax and Schedule 2 from the Urban Renewal District Tax Increment Funding.

Mayor Barnhart said he can see moving forward with Schedule 1, but would like to see more than one bidder on Schedule 2. Mayor Barnhart said he is hesitant in moving forward with Schedule 2 at that cost. Councilor Fisher concurred with Mayor Barnhart.

Councilor Fisher motioned to award the Bid to LHC, LLC for Schedule 1 in the amount of \$759,430.90, seconded by Councilor Shepard with council voting as follows. Ayes: Shepard, Fisher, Karper, Lovering, Piper, Robinson and Barnhart.

ORDINANCES / RESOLUTIONS:

First Reading - Ordinance # 819 - Zone Change CSAG-5 to CR-1:

An Ordinance of the City Council of the City of Columbia Falls, Montana, Amending the Columbia Falls Zoning Map from CSAG-5 Suburban Agricultural to CR-1 Suburban Residential at 435 Rogers Road Further Described as the Zoned Portion of Assessor's Tract 2B (The Area West Of The Bluff) in Section 16, Township 30 North, Range 20 West, P.M.M., Flathead County, Montana

Councilor Shepard motioned to approve the First Reading of Ordinance # 819, seconded by Councilor Piper and the motion carried.

Emergency Ordinance #820:

An Emergency Ordinance of the City Council of the City of Columbia Falls, Montana, pursuant to MCA Section 7-5-104, regarding the City-wide preventative measures to avoid problems with animals.

Justine Vallieres with Montana Department of Fish, Wildlife and Parks said since April 1st she has had 520 bear conflict calls in her area, which covers Eureka, North Fork and Marias Pass. This is the busiest year she has ever worked in five years. With more people there is more conflict with bears. There are a lot of people leaving garbage and other attractants out for bears to get into said Vallieres. Last month Vallieres spent 3 weeks looking for a female adult grizzly bear in Columbia Falls which they did not catch. There are all sorts of black bears in town; recently Vallieres helped set up an electric fence around the Highline Apartments dumpsters. Vallieres said this activity is reoccurring and is asking for council and citizen help in securing attractants for public and bear safety.

City Manager Nicosia presented Ordinance #820, as discussed at the Public Works Committee meeting, to Council noting an emergency ordinance is good for 90 days which gets the City through the fall season and the ordinance provisions can be reviewed to determine if Council must adopt a permanent ordinance.

Councilor Lovering asked if this includes restaurants. Nicosia replied yes, residents and business owners must comply. Mayor Barnhart asked if all restaurants have to follow this ordinance. Nicosia replied yes, garbage should be properly secured or stored indoors. Nicosia noted she forgot the provision for chicken coops and would amend this presented ordinance language to add to Item H. Secure chicken coops and add electric fence if needed. Mayor asked if the City can have a Patrolman provide citizens with a copy of suggestions for bear awareness. Councilor Lovering inquired about yard gardens. Vallieres said it's lower on the food chain, but they are attracted to berries and some root vegetables. Councilor Shepard said the smell from the local compost site is terrible, that has to be an attractant. Vallieres said they do have an electric fence around the area and is certain it is an attractant. DEQ may need to be notified. Shepard asked if we can ask neighbors not to feed the deer. Vallieres said feeding of all wildlife is illegal and people should not be feeding the deer. Nicosia noted in the Ordinance item F. Should read - all domestic and commercial waste should be properly secured or stored indoors.

Councilor Fisher said the amount of waste his business produces during the summer has required them to get trash picked up 5 days a week and the compost is picked up three times a week. Fisher said he supports the ordinance but there may be some businesses that say they cannot keep garbage inside. Vallieres said businesses dumpsters are an issue and suggested locking the dumpsters and scheduling additional garbage pickup.

Councilor Shepard motioned to approve Ordinance # 820, as amended, seconded by Councilor Fisher with council voting as follows. Ayes: Fisher, Karper, Lovering, Piper, Robinson, Shepard and Barnhart.

Resolution # 1882 - Adopting Mill Levies for the 2022-23 Fiscal Year:

A Resolution of the City Council of the City of Columbia Falls, Montana, Setting and Adopting the Mill Levies on all Real and Personal Property within the City of Columbia Falls; Approving Special Levies for Special Purposes on Property within the City of Columbia Falls for the 2022-23 Fiscal Year

Councilor Lovering motioned to adopt Resolution # 1882, seconded by Councilor Karper with Council voting as follows. Ayes: Karper, Lovering, Piper, Robinson, Shepard and Barnhart.

REPORTS / BUSINESS FROM MAYOR & COUNCIL

Councilor Piper said last year there was bear activity at the Vets' Home but this year they have a compactor and no bears.

Councilor Karper read his letter of resignation, resigning his position as he is moving out of the area, adding it has been a great honor and privilege to work for the City of Columbia Falls. Karper said he appreciated working with City Manager Susan Nicosia, stating that she has been one of the best managers he has worked with and it has been a joy to work with her and she has put together a good team of employees. Karper also noted that he appreciated working with the Breck's; they have been great in keeping the city out of trouble. Karper said he has enjoyed working with the council and all of the city departments. Mayor Barnhart accepted Councilor Karper's resignation with regret. Mayor Barnhart and Council thanked Karper for his service. Councilor Shepard said he sat in on the virtual Housing Committee meeting last Wednesday and he is concerned with some of their proposals such as eliminating single family zoning and parking requirements. Fisher said he will be absent from both meetings in October.

Mayor Barnhart asked how Columbia Falls ended up with 35 height restriction on buildings and thought Council should consider changing it due to changes in building materials, fire code and fire equipment and personnel.

Mayor Barnhart said the City currently has a terrible problem with vandalism in our parks. Mayor Barnhart would like to get lights in our parks and asked if the Police Department would do frequent park checks.

Mayor Barnhart had a recent phone call about the City's political sign ordinance and asked for clarification. Nicosia said the City had to remove the time limits in 2015 due to a US Supreme Court decision and the right to free speech. Nicosia noted political signs cannot be on the City's public right of way, they have to be on private property but there is no time limit.

Mayor Barnhart would like the City to send a letter to Pedro's for donating the use of their heavy equipment to build the new volleyball court. Nicosia said if the City has a value the City will provide a detailed tax donation receipt.

CITY MANAGER REPORT

City Manager Nicosia also thanked Councilor Doug Karper for his dedication to Columbia Falls noting that she was appointed to his position in 1998 when he moved out of the City limits, only to be annexed in a few years later.

Nicosia reported that Kreck Riverside Park was hit hard with vandalism and the amount of damage is at felony level. City crews are working on repairing the damage. Other parks are getting hit as well and we are working with the Police Department for extra patrol as well as lighting.

Nicosia noted that the City Water System loss is down to about 8 million gallons instead of 20 million. The City has identified and fixed leaks and are now seeing results.

Nicosia noted that the independent audit firm finished the City's FY 20/21 financial and compliance audit and would like to do a zoom exit conference with the finance committee at the next meeting. Council concurred.

Nicosia asked the Salary/Negotiations Committee to schedule a meeting. Meeting scheduled for Monday, September 12th at 7:00 PM in the council chambers.

Nicosia reported that city staff is vetting Firefighter applicants and have narrowed it down to four finalists.

Nicosia reported that City Clerk Staaland reviewed the statutory provisions and Councilor Karper's position will need to be filled within 30 days. The clerk has a letter ready asking for letters of interest by Wednesday Sept. 14, 2022 in order to be in the Sept. 19th council packet. Nicosia noted that the Council will have to appoint someone at the first meeting in October to be within the 30 days.

CITY ATTORNEY REPORT

City Attorney Breck thanked Councilor Karper for his time served on City Council and said he also enjoyed working with Karper on Council and the Rotary Club.

MISCELLANEOUS

Police Department - July 2022 Activity

August - Fire Department Activity Report

Correspondence

ADJOURN:

Councilor Karper motioned to adjourn, seconded by Councilor Lovering and the meeting adjourned at 8:47 p.m.

Mayor

City Clerk

Standard Agreement State Highway Traffic Safety Section

This Agreement is made and entered into by and between the MONTANA DEPARTMENT OF TRANSPORTATION, 2701 Prospect Avenue, PO Box 201001, Helena, Montana, Congressional District 1, hereinafter called the "Department" and **Columbia Falls, City of, 130 6th Street West, Columbia Falls, Montana, 59912**, hereinafter called the "Sub-recipient".

Funds provided are described in the Assistance Listing number(s) **20.600, 20.616, 20.616 awarded** by the National Highway Traffic Safety Administration, Department of Transportation as authorized **by 23 U.S.C; 402, State and Community Highway Safety Programs, 405, National Priority Safety Programs, Occupant Protection Grants, 405, National Priority Safety Programs, Impaired Driving Countermeasures Grants. Actual award is contingent upon the availability of NHTSA funding.** MDT received this funding through Federal Award Identification Number(s) (FAIN) **69A37522300004020MT0, 69A3752230SUP4020MT0, 69A3752230000405bMTL, 69A3752230SUP405bMTL, 69A3752230000405dMTH, 69A3752230SUP405dMTH** awarded throughout the federal fiscal year. For Federal Fiscal Year 2023 (October 1, 2022 – September 30, 2023) the estimated total of this/these Federal Award(s) is **\$2,832,069, \$158,853, \$339,109, \$22,171, \$1,342,772, \$88,038 respectively.**

ARTICLE 1. PROJECT

Section 1.1 **Purpose of Contract.** This project provides assistance for the Sub-recipient's highway traffic safety program, as per 23 CFR; **402, 405b, 405d.**

Section 1.2 **Scope of the Project.** The Sub-recipient shall implement and utilize project funding as described in the FFY2023 Grant Application for Highway Traffic Safety Funding and provided in the objectives from Sub-recipient's application. The Sub-recipient shall use its best efforts to efficiently and economically complete the Project.

Section 1.3 **Project Description.** **Columbia Falls STEP** (see attachment B for full scope).

Section 1.4 **Period of Performance.** This project shall be started by the Sub-recipient within 10 days of **October 1, 2022, or upon execution of the contract**, and shall be completed no later than **September 30, 2023**, unless the Department grants express written approval.

Section 1.5 **Costs of Project.** The total funding for the project shall be **\$16,000.00** (see attachment C). If during the term of this agreement, federal funds are reduced or eliminated, the Department may immediately terminate or reduce the grant award upon written notice to the Project Director.

Section 1.6 **Indirect Costs.** Indirect cost (IDC) must be in accordance with 2 CFR Part 200.414 and Sub-part F—Appendices III-VIII and approved by your federal cognizant agency. A copy of the IDC approval letter must be submitted to the Department and approved prior to any reimbursement. If the Montana Department of Transportation is your organization's primary source of federal funds, then a copy of your indirect cost plan must be submitted to MDT for review and approval. The percentage rate for indirect costs shall be maintained for the life of the project.

Section 1.7 **Definitions.** (a) "Major item of apparatus or equipment" means an item with a useful life of more than one year and costing \$5,000.00 or more per unit.

(b) "Traffic Safety purposes" means a project purpose which meets the State highway safety program, approved by the Secretary of Transportation, which is designed to reduce traffic crashes and the resulting deaths, injuries, and property damage from those crashes.

(c) "Useful life" means the expected, projected or actual period of time during which the equipment is expected to function as designed without significant repair costs.

Section 1.8 **Equipment.** All equipment, including tools, for which purchase reimbursement is sought, will be used exclusively for traffic safety purposes. The equipment purchases are subject to the following provisions:

- (a) Any major item of apparatus and equipment for which reimbursement is sought and which is not identified specifically in the Proposal and approved as part of this Agreement shall be submitted in writing for approval by the Department prior to the purchase.
- (b) A major item of apparatus or equipment must be obtained by proper competitive practices in accordance with State of Montana purchasing laws and regulations.
- (c) The Sub-recipient must certify that the equipment costs shown in the Proposal as direct costs are excluded from the items in the indirect cost calculation, if applicable.
- (d) The Sub-recipient agrees to properly title any vehicle or other equipment which requires a title by State statute, in Sub-recipient's name.
- (e) The Sub-recipient agrees to activate the warranty on any equipment for which a warranty is available.
- (f) The Sub-recipient agrees to maintain records of any equipment and make such records and equipment available for inspection by the Department or its authorized representatives.
- (g) The Sub-recipient agrees to maintain the equipment for its stated program purposes for the useful life of the equipment.
- (h) The Sub-recipient agrees to retain ownership and/or title to the equipment for the equipment's useful life, and shall not sell, convey or otherwise transfer title or ownership of the equipment to any other governmental or private party, except as stated in this Agreement.
- (i) The Sub-recipient agrees to notify the Department if the equipment is not suited for its stated program purpose or is not in actual use by Sub-recipient as stated in the Agreement at any time during the useful life of the equipment. Sub-recipient agrees it shall not discontinue use, abandon, store, or otherwise cease use of the equipment for any reason whatsoever, unless notification is provided to the Department.
- (j) The Sub-recipient agrees that any equipment not in actual use by Sub-recipient during the equipment's useful life may be recovered by the Department, and possession (or title where applicable) transferred or conveyed permanently to the Department for redistribution to other program recipients.
- (k) The Sub-recipient agrees that any equipment which reaches the conclusion of its useful life may be disposed of by Sub-recipient, with prompt notification to the Department.
- (l) The Sub-recipient agrees that it shall maintain records of the disposition of the equipment after its useful life, for a period of three years beyond the disposition date.

Section 1.9 **Insurance.** During the Agreement term, the Sub-recipient shall maintain insurance or self-insurance (property damage and liability) adequate to protect the federal share portion of Project facilities and equipment. Sub-recipient will furnish proof of such insurance for the State's approval. Certificates of Insurance, indicating compliance with the required coverages, must be filed with the Purchasing Services Bureau within ten (10) working days of notice of award. This requirement, however, does not pertain to state and local government Sub-recipients. The proof of insurance/exemption must be valid for the entire agreement period. Agreements will not be issued to Sub-recipients that fail to submit insurance certification for proof of Workers' Compensation Insurance valid in the State of Montana or proof of exemption thereof.

Section 1.10 **Reporting/Close-out/Reimbursement Requests.** Sub-recipient shall advise the State in writing of project progress at such times and in such manner as the State may require, see Attachment D, Reporting Schedule. Reports are due 30 days following the end of the reporting period. The final report shall serve as close-out for contracts. Equipment contracts require annual reports throughout the useful life of the equipment. Reimbursement requests will not be considered unless accompanied by or referring to a submitted progress report.

Section 1.11 **Conflict of Interest**. The Sub-recipient must disclose in writing any potential conflict of interest to the Department in accordance with applicable Federal awarding agency policy, under 2 CFR §200.112.

Section 1.12 **Mandatory Disclosures**. The Sub-recipient must disclose, in a timely manner, in writing to the Department all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in any of the remedies described in 2 CFR §200.338, including suspension or debarment, in accordance with 2 CFR §200.113..

Section 1.13 **Internal Controls**. The Sub-recipient must establish and maintain effective internal controls over the award that provide reasonable assurance to the Department that the Sub-recipient is managing the award in compliance with Federal statutes, regulations, and terms and conditions of the Federal award, in accordance with 2 CFR §200.303.

Section 1.14 **Single Audit**. The Sub-recipient may be subject to the audit requirements of 2 CFR 200 Subpart F if the audit threshold in 2 CFR 200.501 of \$750,000 is met. An audit must be conducted in compliance with 2 CFR 200 Subpart F if required. The audit must be completed and the data collection form and reporting package submitted to the Federal Audit Clearinghouse within the earlier of 30 calendar days after the receipt of the auditor's report(s) or nine months after the end of the audit period. For local governments and school districts, the Sub-recipient will provide the report to the State of Montana, Department of Administration, Local Government Services Bureau. All other Sub-recipients such as Tribal Communities and Non-Profit Organizations will provide the report to the State of Montana, Department of Transportation, Audit Services if audit findings are discovered.

ARTICLE 2. TERMS AND CONDITIONS

SECTION 2.1 **Default**. Nonperformance by the sub-recipient of any obligation imposed by this Contract, including noncompliance with the federal assurances, or reduction of local project cost funding, will constitute default.

Section 2.2 **Termination**. This agreement may be terminated at any time based upon mutual written consent of the parties. If it is considered to be in the best interests of the Department, the Department may terminate this Agreement upon giving ten (10) working days written notice to the Sub-recipient. If the agreement is so terminated prior to fulfillment of the terms stated herein, the Sub-recipient shall be reimbursed only for actual expenses, both direct and indirect, incurred to the date of termination.

Section 2.3 **Litigation**. In the event of litigation concerning this agreement, venue shall only be in the First Judicial District Court of the State of Montana, Lewis and Clark County.

Section 2.4 **Agreement Modification**. Any change in the agreement will only be by written agreement of the Parties.

Section 2.5 **Subcontracting**. Sub-recipient will not assign, sublet or transfer any part of this Agreement except by written subcontract, and with the prior written consent of the Department. The Sub-recipient must provide a copy of the draft subcontract to the assigned program manager for review and approval prior to finalization. Nothing contained within this document shall create any contractual relationships between any sub-Sub-recipient and the Department.

Section 2.6 **Indemnification**. Sub-recipient shall indemnify, defend, and hold harmless the State of Montana, Department of Transportation, its employees and agents from and against all claims, demands, or actions from damages to property or injury to persons or other damage to persons or entities arising or resulting from the performance of this Contract, including all costs and attorney fees.

Section 2.7 **Compliance with Laws**. Some of the clauses contained in this agreement are not governed by Federal law, but are significantly affected by State law. The laws and regulations cited in this agreement are not all-inclusive of those which may apply to the successful completion of this agreement. The Sub-recipient understands that it is its responsibility to learn which federal, state and local laws and regulations will apply to its operation under this agreement, and that Sub-recipient is solely responsible for its lawful compliance with all laws and regulations, including those in the attached Non-Discrimination Notice (attachment A).

Section 2.8 **Access and Retention of Records**. The Sub-recipient agrees to provide the Department, USDOT, the Legislative Auditor or their authorized agent access to any records to determine compliance with this agreement. The Sub-recipient agrees to create and retain records supporting this agreement for a period of three (3) years after the completion date of the agreement or at the conclusion of any claim, litigation, or exception relating to this agreement taken by the Department or third party.

Section 2.9 **Severability and Integration**. If any part, or parts, of this Contract are determined to be void, the remaining parts will remain valid and operative. This document, together with its schedules, attachments, and exhibits, represent the complete and entire understanding of the parties on its subject matter. No provision, express or implied, arising from any prior oral or written request, bid, inquiry, negotiation, contract, or any other form of communication, shall be a provision of this contract unless it is reduced to writing, signed by the parties, and attached to this document.

Section 2.10 **Waivers**. A party's failure to enforce any provision of this Contract shall not be construed as a waiver excusing the other party's future performance.

Section 2.11 **Seat Belt Policy**. In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

ARTICLE 3. FEDERAL REQUIREMENTS

The Sub-recipient understands that this agreement includes requirements specifically prescribed by Federal law or regulation. The Sub-recipient acknowledges they have read, understood and agree to comply with all Highway Safety Grant (23 U.S.C, Chapter 4) requirements including applicable federal statutes and regulations that are in effect during the grant period.

Section 3.1 **NONDISCRIMINATION** The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601)**, (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973, (23 U.S.C. 324 *et seq.*), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686)** (prohibit discrimination on the basis of sex);

- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100)).

The State highway safety agency—

- Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
- Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
- Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
- Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
- Insert in all contracts and funding agreements with other State or private entities the following clause:

“During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

 - a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;

- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs a through e, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

The Sub-recipient agrees to comply with the requirements of this Provision and the MDT Nondiscrimination and Disability Accommodation Notice (Attachment A). The Sub-recipient further agrees to include the clause set forth in this Provision in all contracts and funding agreements with third parties

Section 3.2 **Political Activity (Hatch Act)**. The Sub-recipient will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Section 3.3 **Certification Regarding Federal Lobbying**. Certification for Contracts, Grants, Loans, and Cooperative Agreements. The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Section 3.4 **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Section 3.5 **Certification Regarding Debarment and Suspension.**

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a 144 certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or

voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

*Certification Regarding Debarment, Suspension, and Other Responsibility Matters-
Primary Tier Covered Transactions*

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3.6 Buy America Act The state and each subrecipient will comply with the Buy American requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel iron and manufactured products produced in the United State with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase

foreign produced items, the State must submit a waiver request that provides an adequate basis and justification and approved by the Secretary of Transportation.

3.7 **Prohibition of Using Grant Funds to Check for Helmet Usage** The state and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Agreement and Authorization to Proceed**Project Directors and Points of Contact**

The following individuals will be the respective project directors and points of contact for the Department and Sub-recipient.

Department:

Project Director:

1. Name Janet Kenny
2. Title State Highway Traffic Safety Section Supervisor
3. Address P.O. Box 201001
Helena, Montana 59620-1001
4. Phone (406) 444-7417
5. Email jakenny@mt.gov

Point of Contact:

1. Name Spencer Harris
2. Title Transportation Planner/Law Enforcement Liaison
3. Address PO Box 201001
Helena, Montana 59620-1001
4. Phone (406) 444-0856
5. Email sharris@mt.gov

Sub-recipient:

Project Director:

1. Name Clint Peters
2. Title Chief of Police
3. Address 130 6th Street West
Columbia Falls, Montana 59912
4. Phone 4068923226
5. Email cfchiefpeters@colfallsmt.com

Point of Contact:

1. Name Clint Peters
2. Title Chief of Police
3. Address 130 6th Street West
Columbia Falls, Montana 59912
4. Phone 4068923226
5. Email cfchiefpeters@colfallsmt.com

Fiscal contact:

1. Name Shawn Bates
2. Title Finance Director
3. Address 130 6th Street West
Columbia Falls, Montana 59912
4. Phone 4068924327
5. Email batess@cityofcolumbiafalls.com

Agreement and Authorization to Proceed**Authorizing Official of the Sub-recipient**

1. Name Susan Nicosia
2. Title City Manager
3. Address 130 6th Street West
Columbia Falls, Montana 59912
4. Phone 4068924384
5. Email nicosias@cityofcolumbiatfalls.com

6. Signature

DocuSigned by:
Susan Nicosia

9/14/2022

Date

Delegation of Managing authority

To Project Director:

1. Name Clint Peters
2. Title Chief of Police
3. Address 130 6th Street West
Columbia Falls, Montana 59912
4. Phone 4068923226
5. Email cfchiefpeters@colfallsmt.com

6. Signature

Date

Montana Department of Transportation Approval

1. Name/Title Rob Stapley, Rail, Transit, Planning Division Administrator
2. Address Montana Department of Transportation
PO Box 201001, Helena, Montana 59620-1001
3. Phone (406) 444-6063
4. Email rostapley@mt.gov
5. Signature

Date

Legal Advisor for contract content

1. Name/Title MDT Counsel, Legal Services
2. Address Montana Department of Transportation
PO Box 201001, Helena, Montana 59620-1001

3. Signature

DocuSigned by:
Charlena Toro

9/13/2022

Date

Advisor for civil rights content

1. Name/Title Office of Civil Rights
2. Address Montana Department of Transportation
PO Box 201001, Helena, Montana 59620-1001

3. Signature

DocuSigned by:
Megan Handl

9/14/2022

Date

Attachment A

Rev. 01/2022

MDT NONDISCRIMINATION AND DISABILITY ACCOMMODATION NOTICE

Montana Department of Transportation ("MDT") is committed to conducting all of its business in an environment free from discrimination, harassment, and retaliation. In accordance with State and Federal law MDT prohibits any and all discrimination and protections are all inclusive (hereafter "protected classes") by its employees or anyone with whom MDT does business:

Federal protected classes

Race, color, national origin,
sex, sexual orientation, gender identity,
age, disability, income-level & Limited
English Proficiency

State protected classes

Race, color, national origin, parental/marital status,
pregnancy, childbirth, or medical conditions related to
pregnancy or childbirth, religion/creed, social origin or
condition, genetic information, sex, sexual orientation,
gender identification or expression, ancestry, age,
disability mental or physical, political or religious
affiliations or ideas, military service or veteran status,
vaccination status or possession of immunity passport

For the duration of this contract/agreement, the PARTY agrees as follows:

(1) **Compliance with Regulations:** The PARTY (hereinafter includes consultant) will comply with all Acts and Regulations of the United States and the State of Montana relative to Non-Discrimination in Federally and State-assisted programs of the U.S. Department of Transportation and the State of Montana, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) **Non-discrimination:**

- a. The PARTY, with regard to the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract/agreement.
- b. The PARTY will provide notice to its employees and the members of the public that it serves that will include the following:
 - i. A statement that the PARTY does not discriminate on the grounds of any protected classes.
 - ii. A statement that the PARTY will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).
 - iii. Contact information for the PARTY's representative tasked with handling non-discrimination complaints and providing reasonable accommodations under the ADA.
 - iv. Information on how to request information in alternative accessible formats.

- c. In accordance with Mont. Code Ann. § 49-3-207, the PARTY will include a provision, in all of its hiring/subcontracting notices, that all hiring/subcontracting will be on the basis of merit and qualifications and that the PARTY does not discriminate on the grounds of any protected class.

(3) Participation by Disadvantaged Business Enterprises (DBEs):

- a. If the PARTY receives federal financial assistance as part of this contract/agreement, the PARTY will make all reasonable efforts to utilize DBE firms certified by MDT for its subcontracting services. The list of all currently certified DBE firms is located on the MDT website at mdt.mt.gov/business/contracting/civil/dbe.shtml
- b. By signing this agreement, the PARTY assures MDT that:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

- c. The PARTY must include the above assurance in each contract/agreement the PARTY enters.

(4) Solicitation for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation, made by the PARTY for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the PARTY of the PARTY's obligation under this contract/agreement and all Acts and Regulations of the United States and the State of Montana related to Non-Discrimination.

(5) Information and Reports: The PARTY will provide all information and reports required by the Acts, Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by MDT or relevant US DOT Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the PARTY will so certify to MDT or relevant US DOT Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(6) Sanctions for Noncompliance: In the event of a PARTY's noncompliance with the Non-discrimination provisions of this contract/agreement, MDT will impose such sanctions as it or the relevant US DOT Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the PARTY under the contract/agreement until the PARTY complies; and/or
- b. Cancelling, terminating, or suspending the contract/agreement, in whole or in part.

(7) **Pertinent Non-Discrimination Authorities:** During the performance of this contract/agreement, the PARTY, for itself, its assignees, and successor in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Federal

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airways Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).
- Executive Order 13672 prohibits discrimination in the civilian federal workforce on the basis of gender identity and in hiring by federal contractors on the basis of both sexual orientation and gender identity.

State

- Mont. Code Ann. § 49-3-205 Governmental services;
- Mont. Code Ann. § 49-3-206 Distribution of governmental funds;
- Mont. Code Ann. § 49-3-207 Nondiscrimination provision in all public contracts.

(8) **Incorporation of Provisions:** The PARTY will include the provisions of paragraph one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and/or directives issued pursuant thereto. The PARTY will take action with respect to any subcontract or procurement as MDT or the relevant US DOT Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PARTY becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the PARTY may request MDT to enter into any litigation to protect the interests of MDT. In addition, the PARTY may request the United States to enter into the litigation to protect the interests of the United States.

Attachment B – Objectives

Scope of Work

I. Purpose

Given that most traffic collisions are preventable, there is a need for effective education and proactive enforcement to increase motorists' knowledge about traffic safety risk factors and deter poor driver choices/behavior. The purpose of this contract is to reduce crashes, injuries, and fatalities associated with impaired driving and lack of proper occupant restraint through High Visibility Enforcement (HVE). The Selective Traffic Enforcement Program (STEP) provides funding for officer base salaries and overtime to deter impaired driving and occupant restraint violations. STEP is used to provide HVE on local high-crash corridors and at high-risk events/timeframes such as rodeos, fairs, and other community events with a history of high fatality rates and injuries caused by impaired driving and non-seatbelt usage.

II. Objectives

Provide HVE through collaboration with other law enforcement agencies during the following:

- A. National mobilizations (Winter Holiday, Memorial Day and Labor Day)
- B. State high-risk timeframes and events (4th of July, St. Patrick's Day, Halloween)
- C. Local high-risk timeframes and special events (rodeos, concerts, county fairs)

III. Use of STEP Funds

- A. STEP funds shall be used for officer patrols focusing on impaired driving, speed and occupant protection.
- B. STEP funds may be used for officer administrative duties (report writing/investigative duties) and court proceedings stemming from DUI arrests made during STEP funded patrols.

IV. Responsibilities

Conduct High Visibility Traffic Enforcement (HVE)

- A. STEP grant funds may be used for funding base salaries and overtime shifts.
- B. Only full-time officers trained in standard field sobriety testing may participate in STEP patrols.
- C. Generate media publicity to in support of HVE (see "Earned Media" below for more information).
- D. Impaired driving and occupant protection violations must be the focus of the patrols funded through STEP.
- E. Conduct sustained enforcement patrols during high-risk timeframes and mobilizations.
 - a. A minimum of three STEP patrols must be conducted each period
 - b. A minimum of four additional patrols must be conducted during national mobilizations and state high risk timeframes
- F. We recognize that officers assigned to STEP patrols may be called away to assist other officers with non-traffic related duties. If these activities comprise more than one quarter of the shift, please do not include this time in the reimbursement request.
- G. Coordinate and participate in multi-jurisdictional law enforcement efforts to maximize the public's perception that HVE is underway.

V. Implementation Plan & Deliverables

Action Item	Item No.4.
1. Use full time law enforcement officers for STEP patrols	
2. Collaborate with nearby law enforcement agencies to schedule HVE STEP shifts within the identified targeted enforcement corridors (if applicable). Scheduling should take the following into consideration: - Time of day (when DUI is most likely to occur) - Special events - Local high-risk corridors (based on local data)	
3. Contact local media outlets such as newspapers, radio stations, and television stations in advance of, during, and/or after scheduled STEP patrols	
4. Participate in the three national mobilizations: - Winter Holiday Season - Memorial Day Mobilization - Labor Day Mobilization	
5. Participate in two state/local high-risk timeframes of your choice such as the 4 th of July holiday weekend and a rodeo, county fair, etc.	
6. Collaborate with MHP's Safety Enforcement Traffic Team (SETT) as necessary.	
7. Collaborate with MHP on investigating over-service as it relates to DUI arrests and crashes	
8. Submit a tentative plan for STEP patrols by October 31.	

Earned Media

The contractor will contact local media outlets such as newspapers, radio stations, and television stations in advance of, during, and/or after scheduled HVE patrols. This will be done to make the public aware of the traffic enforcement activities law enforcement is performing and law enforcement's commitment to traffic safety. Communication will include acknowledgement of the Montana Department of Transportations' support and funding for this program.

Public Information & Education Support

The contractor is expected to partner with the media, traffic safety stakeholders and DUI task forces to provide support and education related to traffic safety.

The State Highway Traffic Safety Section will provide a list of contact names and phone numbers for traffic safety stakeholders such as DUI task forces.

Attachment C – Budget

A. Personnel Services

Description	Type of Personnel Service	Proposed MDT-SHTSS Funding	Matching Funds	Total
Overtime Wages,STEP Shift Related Courtroom Testimony	Overtime	\$16,000.00	\$0.00	\$16,000.00
		\$16,000.00	\$0.00	\$16,000.00

Personnel Services Narrative

Officers work 8 and 10 hour "STEP" shifts, targeting holidays, summer traffic and high traffic/high risk days. Officers are paid at an overtime rate to work these special shifts as determined according to each officer's placement on the salary schedule. These shifts are in addition to a regularly scheduled shift. Fringe benefits include only the direct payroll cost of paying for the shifts worked: medicare, unemployment and workers' compensation. Officers work as many shifts as funding allows.

B. Contracted Services

Description	Type of Contract Service	Proposed MDT-SHTSS Funding	Matching Funds	Total
		\$0.00	\$0.00	\$0.00

Contracted Services Narrative

C. Operating Expenses

Description	Type of Operating Expense	Proposed MDT-SHTSS Funding	Matching Funds	Total
		\$0.00	\$0.00	\$0.00

Operating Expenses Narrative

D. Travel

Description	Type of Travel	Proposed MDT-SHTSS Funding	Matching Funds	Total
		\$0.00	\$0.00	\$0.00

Travel Narrative

Item No.4.

E. Equipment

Description	Proposed MDT-SHTSS Funding	Matching Funds	Total
	\$0.00	\$0.00	\$0.00

Equipment Narrative

F. Indirect Costs

Description	Proposed MDT-SHTSS Funding
	\$0.00

Indirect Costs Narrative

Total Project Budget

Combined Totals For All Columns	
Total Proposed MDT-SHTSS Funding	\$16,000.00
Total Matching Funds	\$0.00
Combined Total	\$16,000.00
Percentages	
SHTSS Share of Project	100.0%
Match Percent	0%

Attachment D – Reporting Schedule

Reporting and invoicing schedule

Progress reports shall be submitted with all requests for reimbursement. Reports and reimbursement requests are due 30 days following the end of the reporting period outlined below. The Third Period report shall serve as the final report and close-out for contracts. Unless otherwise directed by MDT, all progress reports and reimbursement requests shall be submitted through Webgrants and follow the schedule outlined below for reporting periods.

Report required	Due
Plan. Sustained enforcement and mobilization plans (must be submitted via email to sharris@mt.gov)	October 30, 2022
Period 1 Report. October 01 – January 31. Includes Winter Holiday Mobilization – one invoice, two reports	February 28, 2023
Period 2 Report. February 01 – May 31. Includes Memorial Day Mobilization – one invoice, two reports	June 30, 2023
Period 3 Report. June 01 – September 30. Includes Labor Day Mobilization – one invoice, two reports	October 31, 2023

Reports are required for all periods and Mobilizations regardless if reimbursement requests are submitted or not.

September 16, 2022

To: Mayor & Council

From: Susan M. Nicosia, City Manager

RE: Consent Agenda Contract and Pay Policy

The Salary Committee met on Monday, September 12th at 7:00 PM and reviewed and approved the following items:

1. Teamsters' Collective Bargaining Agreement – July 1, 2022 – June 30, 2025 with wage openers for the 24 and 25 FY. The contract was ratified by the Teamster's on September 15th and is coming to Council for final approval. Contract changes include modifying the Wage Scale for Operator 1, 2 and 3 positions to meet the City's goal of attracting, retaining and motivating employees while maintaining the integrity of the City's wage schedule based on knowledge, skills and abilities. Also adjusted the uniform allowance and insurance contribution in the contract to the amount approved by the council prior to open enrollment.
2. City Manager's 22-23 FY contract – 5% adjustment, no other changes to current contract.
3. Policy Review: 15-20% higher than subordinate is no longer sustainable or able to be applied throughout the city positions. I recommend that the City continue to utilize salary surveys, state-wide and regional, as well as evaluating the knowledge, skills and abilities of the positions to meet our goals: Attract Good Candidates, Retain Employees and Motivate Employees. The wage schedule will be adjusted as necessary to be competitive but also within the City's ability to pay.

Council action requested: Approve Teamster's Collective Bargaining Agreement, 22-23 FY City Manager's contract and adopt the updated pay policy.

COLLECTIVE BARGAINING AGREEMENT

between

THE CITY OF COLUMBIA FALLS

and

TEAMSTERS UNION LOCAL No. 2



JULY 1, 2022 -JUNE 30, 2025

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LABOR AGREEMENT

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

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

ARTICLE 1: MANAGEMENT RIGHTS AND BARGAINING UNIT

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

ARTICLE 2: UNION SECURITY

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

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

- B. Information: At the request of the Union, the City shall advise the Union of the names and dates of employment of new employees on the City's payroll.
- C. Physical Examination: Prior to commencing work, the prospective employee shall be

required to pass a physical examination approved by the City by a medical doctor designated by the City. The cost of such examination, if required, shall be paid by the City.

Item No.5.

- D. Commercial Driver's License: Employees who are required to obtain special driver's licenses (commercial driver's licenses) as a condition of their employment will be compensated by the City for the cost of such licenses.

ARTICLE 3: MAINTENANCE OF STANDARDS

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

ARTICLE 4: UNION ACTIVITY

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

ARTICLE 5: HOURS OF WORK AND OVERTIME

- A. Overtime: All work performed in excess of eight hours in any day or forty hours in any work week shall be at the rate of time and one-half the employee's regular rate.
- B. Schedule: Normally, employees will be scheduled to work from 8:00 AM to 5:00 PM Monday through Friday, except for Sewer Plant employees and in cases of an emergency or extenuating circumstance. An earlier starting time may be allowed between the hours of 6:00 a.m. to 8:00 a.m. For as long as the City determines it to be productive, one or more employees may be assigned to a work week consisting of four ten-hour days. During such work weeks, overtime shall be paid only after 10 hours of work in any day or 40 hours in the work week. As much advance notice as is reasonably possible will be given on a change of a regular scheduled shift. This in no way restricts the City from changing shifts on a temporary basis to cover emergencies and extenuating circumstances.
- TA 9/7/2022
- C. Call Back: Those called back to work or called out for work, ~~except when work extends a regular shift,~~ will be paid time and one half (1 ½) hourly wage, for a minimum of three hours.
- D. Preferential Assignment: The City will make its best effort to employ bargaining unit members prior to nonmembers for snow removal and sanding operations or other conditions that may arise during the term of this Agreement.
- E. Higher Classification Pay: Employees working in a higher paid classification for more than four consecutive hours shall be compensated at the higher rate for all hours worked at the higher classification.

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

ARTICLE 6: LEAVE OF ABSENCE

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

ARTICLE 7: SICK LEAVE

- A Sick leave shall be granted in accordance with state law, Section 2-18-618, MCA which shall be controlling in the event of a conflict with any provision in this Agreement.
- B. Use: Subject to approval of the Department Head, the employee may take sick leave, aside from personal illness, for the following reasons.
1. Serious affliction of one of the employee's immediate family requiring the employee's presence (not to exceed five days per occurrence);
 2. Death in the employee's immediate family (not to exceed five days per occurrence);
 3. Attendance at the funeral of a fellow City of Columbia Falls employee or attendance at the funeral of a close personal friend. However, the use of sick leave for funerals in this paragraph shall not exceed four hours per funeral or eight hours per month.
 4. The immediate family consists of the employee's spouse, child, father, mother, brother, sister, grandparents, or guardian, or relative of employee's wife or husband in like degree.
- C. Donation: An employee of the City may, at his or her discretion, donate not more than 40 hours of his or her available sick leave credits to another City employee in any calendar year who is in need and has exhausted his or her own sick and annual leave due to the employee's personal illness. The sick leave donor must retain at least 40 hours sick leave in his or her personal bank after the donation. The aggregate total of such sick leave that may be donated shall not exceed 90 days annually. Any donor shall notify the City Clerk/Payroll Officer on forms provided by the City of his or her intention to make such donation. The donor and recipient will need to notify the City Clerk/Payroll Officer of

the requested sick leave transfer five working days before the pay day in order to have such credits applied for that pay period. Any unused sick leave shall be returned to the donor (or donors) on a prorated basis

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

ARTICLE 8: HOLIDAYS

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

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

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

- B. Compensation: To qualify for any holiday compensation, an employee must be in pay status on his or her last regularly scheduled working day immediately before the holiday or on his or her first regularly scheduled working day immediately after the holiday.
1. Holiday Pay: An employee will be paid for eight hours at his or her regular rate for each holiday, which shall be prorated for part-time employees based on the time worked during the work week in which the holiday occurs.
 2. Work a Holiday: An employee who is scheduled and works on a holiday will be paid time and one-half for all hours worked. When such work is not scheduled in advance, the employee will receive such pay for a minimum of three hours.
 3. Scheduled Day Off: An employee who is scheduled for a day off on a holiday is entitled to receive a day off with pay either on the day preceding the holiday or on another day following the holiday in the same pay period or as scheduled by the employee and the employee's supervisor, whichever allows a day off in addition to the employee's regularly scheduled days off.
- C. Leave During A Holiday: Should an employee be on authorized leave when a holiday occurs, that holiday shall not be charged against his/her leave.

- D. Employees working a four (4) ten (10) hour schedule shall be paid for ten (10) hours on any recognized Holiday that occurs during that schedule.

ARTICLE 9: VACATIONS

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

ARTICLE 10: SENIORITY

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

ARTICLE 11: SAFETY

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

ARTICLE 12: PROBATION, DISCIPLINE AND DISCHARGE

- A. Probation: An employee will be deemed probationary during the first 2,080 hours actually worked since the last day of hire with the City, but not longer than one year.
- B. Discipline and Discharge:

1. Just Cause: The City will not discipline or discharge a nonprobationary employee without just cause. Item No.5.
2. Warnings: A warning letter will be removed from an employee's official personnel file six months from the date of the warning unless there is an ongoing problem. Documents so removed will be stored in a separate file in the personnel office and used only in support of future punitive action.

ARTICLE 13: GRIEVANCE PROCEDURE

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

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

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

Step 3- The City Manager will make an appointment with the employee (and his Union representative if the employee so requests) for a mutually convenient appointment and hear the grievance not later than fourteen calendar days from the date on which notification from the employee was received. Not later than seven calendar days after hearing the grievance, the City Manager will render a final decision in the case and inform the aggrieved employee of his decision.

- D. Default: If the grievance is not appealed to the next step within the specified time limits, it shall be considered settled on the basis of the City's answer, but such settlement shall not constitute a precedent in any other case. If a grievance is not answered by the City within the specified time limits, the Union may advance the grievance to the next step of the procedure in accordance with the applicable time limits.

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

ARTICLE 14: JURY AND WITNESS DUTY

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

ARTICLE 15: REPRESENTATIVES

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

ARTICLE 16: WAGE SCHEDULES AND REGULATIONS

TA 9/7/2022

- A. ~~Application Toward Fringe Benefits: During the life of this Agreement, the employees covered hereunder may elect to apply any part or portion of their wage increase to any fringe benefit provided the Union notifies the City by written notification not less than thirty days prior to election, and provided further, the City suffers no additional costs as a result of such election. The Union will designate to the City an aggregate total of not more than five such deductions for the Unit, which may be changed annually with sufficient notice prior to July 1st. Individual employees will be responsible for applicable taxes.~~
- Wage: Section B to this Agreement outlines the wage schedule for all employees of the City Public Works Department for the 2022-23 Fiscal Year. The City is proposing wage openers for the 2023-24 and 2024-25 Fiscal Years due to the current economic volatility.

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

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

Operator 1 – up to 5 years

Operator 2 – 5 years

Operator 3 – 10 years

C. Step Increases:

1. An annual increase shall be granted the year following a successful step increase, only with the written authorization of the City Manager, after a recommendation by the individual employee's department head to the City Manager. Such a recommendation shall be based solely upon the employee's meritorious performance of duties as documented by the employee's annual performance evaluation, and the length of satisfactory service shall not alone constitute the basis for an annual increase. Should the employee's evaluation not support a step increase, the department head and employee will prepare a plan of improvement and provide the plan to the City Manager. The employee will then be re-evaluated based on the plan of improvement, but not later than 3 months after the initial evaluation. If the employee's performance improves pursuant to the plan of improvement, the employee will receive the Step increase retroactively to the anniversary date.
2. When an employee is promoted to a higher graded position, or if an employee's job description is regraded to a higher grade, the following rules shall apply. The effective date of such promotion or regrading shall establish a new anniversary date for step increases in 1 and 2, above.
 - A. The newly graded employee will be granted a step wage amount that is three steps higher than the step wage amount paid at the former grade. The procedure for implementing the policy is as follows:

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

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

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

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

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

3. New Employee:

- a. A step increase to Step 1 shall be granted a new employee after one year of employment, only with the written authorization of the City Manager, after a recommendation by the individual employee's department head to the City manager. Such a recommendation shall be based solely upon the employee's successful completion of probation and required training as documented by the employee's annual performance evaluation, and the length of satisfactory service shall not alone constitute the basis for this increase.
- b. At step one, the employee may request a grant of additional steps based upon experience or education attained prior to the current employment with this employer. Such additional steps may be granted only with the written authorization of the City Manager, after a recommendation by the individual employee's department head to the City manager.
 - (1) Such additional steps may be granted only if the following conditions are met in their entirety:
 - (a) The prior experience and/or education is shown on, or accompanying the job application submitted for the current employment;
 - (b) The prior experience and/or education is documented by the employee and verified in writing by the individual employee's department head;
 - (c) The prior experience and/or education is specifically related to the work described for the individual employee's current job description.
 - (2) The employee may be granted additional steps within one of the following limits:
 - (a) Two additional steps may be granted for prior experience that totals at least five years earned with, not more than two employers, within a period of six continuous years, or two additional steps may be granted for a maximum of one associates degree earned by the employee from an accredited institution.
 - (b) Four additional steps may be granted for prior experience that totals at least ten years earned with, not more than three employers, within a period of twelve continuous years, or two additional steps may be granted for a maximum of one bachelor's degree earned by the employee from an accredited institution.

- D. Special Shift: When the City requires a special shift or perform outside the regular shift due to safety conditions, traffic, or other requirements, a temporary shift may be established

between the Department Head and the employees. Employees on this temporary shift shall receive eight hours pay for eight consecutive hours worked (exclusive of meal period) and, in addition to their regular rate of pay, receive one dollar per hour premium pay. It is understood that the one dollar per hour premium pay will apply only to those hours worked outside the employee's regularly assigned shift.

ARTICLE 17: OTHER BENEFITS

TA 9/7/2022

A. Insurance:

1. For the period of this agreement, the City shall determine the insurance carrier and shall

~~The City will~~ contribute up to the following amounts per month for each employee enrolled in the City's Medical Insurance Plan:

Single Coverage	<u>\$ 704</u>
Employee/Spouse	<u>\$1,405</u>
Employee/Children	<u>\$1,237</u>
Family Coverage	<u>\$1,944</u>

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

2. Proration: Each contribution shall be prorated based on the number of hours budgeted for that position for the next fiscal year.
3. Changes: An employee may make changes to his or her enrollment status during the open enrollment period or special enrollment periods established by the insurance carrier.
4. ~~For the period of this agreement, July 1, 2019 through June 30, 2022, the City will increase its contribution toward each participating employee's premium by that amount it increases its contribution for the majority of other City employees.~~
New 4. During the term of this agreement, the City shall determine the insurance carrier and the City's Contribution toward Medical Insurance Coverage. All City employees shall enjoy equal medical insurance coverage and contributions as recommended by a City-wide Insurance Committee to the City Council for final approval.

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

TA 9/7/2022

C. Clothing Allowance:

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

allowance.

September 1, 2022: \$ 925

September 1, 2023: \$ 975

September 1, 2024: \$ 1,025

2. Requirement: The City may specify what type of shirt, jacket and cap will be worn, and an employee's clothing will be kept clean and presentable. The City will provide all required patches and logos.
 3. Each probationary employee will receive a prorated uniform allowance based on 1/12 of the allowance for each whole month of employment between the start month and September 1st. The City will recoup through a reduction of any payment due to the employee a prorated amount of such allowance should a probationary employee separate from the City within 12 months of the payment of an allowance.
- D. Retirement: The City offers a VEBA program, per the provisions of City policy which may be modified from time to time by the City Council.
- TA 9/7/2022**
- E. Additional pay for certifications: Employees obtaining and maintaining certifications, licenses or endorsements, at the request of the City, above the required certifications in the adopted job description, shall receive a stipend of \$1,000. For year round responsibilities and \$500 per year of seasonal responsibilities. The stipends will be paid on or about September 1 with the clothing allowance. The City will recoup through a reduction of any payment due the employee a prorated amount of each stipend should an employee separate from the City within 12 months of the payment of a stipend.

[

ARTICLE 18: SAVINGS CLAUSE

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

ARTICLE 19: TERM OF AGREEMENT

TA 9/7/2022

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

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

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

Date of Ratification:

FOR THE CITY OF COLUMBIA FALLS:

City Manager

Attest:

City Clerk

FOR THE UNION:

Business Representative
Teamsters Union Local No. 2

CITY INITIAL PROPOSAL/COUNTERPROPOSAL 9/7/2022
ADDENDUM A - GRIEVANCE REPORT FORM

Item No.5.

TA – modified form from Teamster's

EMPLOYMENT AGREEMENT

This agreement is made and entered in to this 1st day of July 2022, by and between the CITY OF COLUMBIA FALLS, a municipal corporation, with offices at 130 Sixth Street West, Columbia Falls, Montana 59912, hereinafter referred to as “City” and SUSAN M. NICOSIA, 635 7th Ave West, Columbia Falls, MT 59912, hereinafter referred to as “Employee”.

WHEREAS, the City wishes to employ the services of Employee as City Manager of the City of Columbia Falls; and

WHEREAS, the City and Employee desire to provide for certain procedures, benefits, and requirements regarding the employment of Employee by the City; and

WHEREAS, Employee wishes to accept employment as City Manager of said City under the terms and conditions cited herein.

WITNESSETH:

IN CONSIDERATION of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Duties:**

The City agrees to employ Susan M. Nicosia as the City Manager of the City of Columbia Falls, to perform all duties as specified by law and ordinance and to perform such other proper duties as assigned by the Columbia Falls City Council. Employee warrants that she will perform such duties with the highest degree of skill and judgment in accordance with accepted standards for the profession.

2. **Salary and Compensation:**

Unless otherwise modified by the parties in writing, City shall pay Employee a base salary, on a bi-weekly basis, that is computed on an annualized salary of:

- A. One hundred thousand six hundred five dollars (\$105,635) for the period commencing July 1, 2022 and ending June 30, 2023;
- B. A contribution to the City’s deferred compensation plan in the amount of \$20,475 for the period commencing July 1, 2022 and ending June 30, 2023;
- C. The City Council grants approval to carry over excess vacation leave earned pursuant to state statute and will consider compensation in lieu of forfeit of any remaining excess hours.
- D. For each year thereafter, the City Council and Employee shall agree upon salary and compensation.

3. **Term of Employment:**

- A. Employee's term of employment under this Agreement shall begin on July 1, 2022 and continue indefinitely thereafter.
- B. Nothing in the Agreement or in any Ordinance or Resolution of the City of Columbia Falls shall prevent, limit, or otherwise interfere with the right of the City Council to terminate the services of Employee at any time either for the City's convenience or for the default of Employee, subject only to the provisions set forth in Section 4 of this Agreement.
- C. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of Employee to resign at any time from her position with the City, subject only to the provisions set forth in Section 5 of this Agreement.
- D. To the extent any Ordinance, Resolution, Policy or Procedure of the City of Columbia Falls provides that Employee shall be entitled to a hearing prior to termination, Employee expressly and knowingly waives her right to any such hearing, if terminated without cause.

4. **Termination by City:**

The City may terminate the employment of Employee by giving written notice of termination to Employee by certified or registered mail, return receipt requested. In the event the City terminates such employment without cause, the Employee shall be entitled to receive twelve (12) months' severance pay at the rate of salary which then applies. In addition to severance pay, Employee shall be entitled to receive accrued vacation and the applicable portion of sick leave accumulations to effective date of termination. Any such compensation shall be payable within thirty (30) days after Employee's effective date of termination.

5. **Termination by Employee:**

Employee may terminate her employment with the City by directing written notice of termination to the City by certified or registered mail, return receipt requested. In the event of such termination, Employee shall not be entitled to receive any severance pay. Except, however, Employee shall be entitled to receive accrued vacation and the applicable portion of sick leave accumulations to effective date of resignation in accordance with City's employment policy. Employee shall provide the City with at least two (2) weeks written notice of such termination.

6. **Performance Reviews:**

The City Council may conduct an annual review of Employee's performance.

7. Retirement Benefits:

The City will contribute to Employee's PERS account at the same rate then existing for City employees under the PERS program.

8. Insurance Benefits:

The City shall provide full group insurance benefits for Employee and her dependents as provided for other City employees.

9. Vacation and Sick Leave:

The Employee shall accrue sick leave and vacation leave at the same rate as other City employees in accordance with State Statute.

10. Vehicle Use:

The Employee may use a City vehicle for carrying out City business related activities if such vehicle is available.

11. City Residence:

Employee shall be required to live within the city limits of Columbia Falls.

12. Memberships:

The City shall pay Employee's:

- A. Professional dues, membership fees, and subscription fees as required for the Employee's professional development and certification.
- B. Registration, travel, lodging, and subsistence expenses incurred by Employee in connection with Employee's attendance at appropriate Conferences and professional development in accordance with City policy and state statutes.

13. General Conditions of Employment:

In addition to the benefits cited herein, the City shall provide the Employee with any and all benefits that apply to other employees.

14. Confidential Information:

Employee agrees that for and during the entire term of this Agreement, any and all personnel matters, documents, and information, all privileged documents or information, and all other confidential information, however denominated, shall be considered and kept as confidential and privileged and will not be divulged by Employee except as may be required or allowed by State Law. Further, upon termination of this Agreement for any cause, Employee agrees that she will

continue to treat as private, confidential, and privileged all such information and will not disclose or release any such information to any person, firm, corporation, or other entity, either by statement, deposition, or as a witness, or otherwise, except upon direct written authority of the City Council or as may be ordered by a Court of competent jurisdiction.

15. Review of Employment:

This Employment Agreement shall be reviewed by the Parties in one year and annually thereafter. No changes, amendments or modifications of any kind to the Terms and conditions hereof shall be valid unless reduced to writing and signed by both parties.

16. Applicable Law:

This Agreement shall be governed in all aspects by the laws of the State of Montana.

17. Attorney's Fees:

In the event legal action, including litigations, is undertaken to interpret or enforce any aspect of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

EMPLOYER:
CITY OF COLUMBIA FALLS

EMPLOYEE:
SUSAN M. NICOSIA

DON BARNHART, MAYOR

SUSAN M. NICOSIA

Date

Date

Columbia Falls Fire Department

Karl Weeks, Fire Chief/Marshal



130 6th Street W
Columbia Falls, Mt., 59912
(406) 892-3911 Office

Item No.7.

September 9, 2022

City Manager Susan Nicosia, Mayor Don Barnhart
Columbia Falls City Council
130 6th Street West, Room A
Columbia Falls, MT. 59912

Dear Manager Nicosia, Mayor Barnhart and Council Members,

The membership of the Columbia Falls Fire Department has voted to approve Kris Ledbetter as a probationary member. Kris has passed a background check and a physical examination. Since submitting his application he has attended several trainings as an observer and I believe he will be a great addition to our team. At this time I would recommend the approval of Kris Ledbetter as a probationary member of the Columbia Falls Fire Department.

Sincerely,

Karl Weeks

Concur w/recommendation
Susan M. Nicosia

CITY OF COLUMBIA FALLS
NOTICE OF PUBLIC HEARING

Item No.8.

The Columbia Falls City-County Planning Board will hold public hearings for the following items at their regular meeting on Tuesday, September 13, 2022 at 6:30 p.m. at the Council Chambers of City Hall, 130 6th Street West, Columbia Falls, Montana. The Columbia Falls City Council will hold a subsequent hearing on October 3, 2022 starting at 7:00 p.m. in the same location.

Request for a Planned Unit Development in the Columbia Falls Planning Jurisdiction:

Mick Ruis is requesting a Planned Unit Development on behalf of HC 246 LLC in the Columbia Falls Zoning Jurisdiction. The property is located at 230 Highway 2 East in Columbia Falls and is described as Tract 1 of COS No. 3040 and Certificate of Survey No. 3778 all in Section 17, Township 30 North, Range 20 West, P.M.M., Flathead County. The applicant is proposing to construct a four story 65 unit hotel and is requesting the PUD in order to exceed the 45-foot height limit by five feet and reduce the landscape provisions of the large building and PUD standards.

Interested persons are allowed to attend the hearing(s) in person or via ZOOM. Persons are encouraged to submit written comments prior to the meeting. Written comments carry the same weight as public testimony given during the hearing. Written comments may be sent to Columbia Falls City Hall, Attention: Barb Staaland, City Clerk, 130 6th Street West, Room A, Columbia Falls, MT 59912 or via email: staalandb@cityofcolumbiafalls.com. For more information on the proposed Planned Unit Development, please call Eric Mulcahy, Columbia Falls City Planner at 755-6481. To obtain the ZOOM meeting registration, contact City Clerk Barb Staaland via email or by calling (406) 892-4391 no later than 5:30 p.m. the day of the meeting.

DATED this 17th day of August, 2022

Susan Nicosia

Susan Nicosia, City Manager/Planning & Zoning Administrator
COLUMBIA FALLS CITY-COUNTY PLANNING BOARD

Publish: Daily Interlake Sunday August 28, 2022

CITY OF COLUMBIA FALLS
INVITATION TO BID – FEMA PUBLIC ASSISTANCE PROJECT

Sealed bids for the River's Edge Park FEMA Public Assistance Project will be received by the City of Columbia Falls at Columbia Falls City Hall, 130 6th Street West, Columbia Falls, MT, 59912 until 2:00 PM local time on Tuesday, October 11, 2022, and then publicly opened and read aloud.

The project generally consists of repairing flood damage in River's Edge Park including restoration of approximately 400 lf of the gravel access road, repair and restoration of gravel and paved pedestrian paths, repair and re-anchoring of the wooden plank bridge, debris removal and river bank repair.

Complete electronic Project Plans, Project Specifications, and Bid Proposal Packet are available on the WGM Group Website, www.wmggroup.com Projects Bidding link, the City of Columbia Falls webpage, www.cityofcolumbiafalls.org, or be contacting Mike Brodie, PE, at wgm@wmggroup.com or by calling (406) 756-4848.

There will be a Pre-Bid Meeting held at Columbia Falls City Hall, 130 6th Street West, Columbia Falls, MT, 59912 at 10:00 AM on Friday September 30, 2022. A tour of the project site will be conducted after the meeting.

CONTRACTOR(s) and any of the CONTRACTOR's subcontractors bidding on this project will be required to obtain registration with the Montana Department of Labor and Industry (DLI). CONTRACTOR's are required to have registered with the DLI prior to bidding on this project.

All laborers and mechanics employed by CONTRACTOR(s) or subcontractors in performance of the construction work shall be paid wages at rates as may be required by the laws of the United States and the State of Montana in accordance with the schedule of Davis-Bacon prevailing wage rates established by the United States Department of Labor and/or the schedule of Montana Prevailing Wage Rates established by the Montana Department of Labor and Industry included in the Project Manual. The project is being funded through the FEMA Public Assistance program and is subject to federal and state regulations. The contractor is required to comply with all supplementary bidding and funding agency requirements presented in the Instructions to Bidders and special provisions, if applicable, and shall make themselves aware of these requirements prior to submitting a bid.

Each bid or proposal must be accompanied by a Certified Check, Cashier's Check, or Bid Bond payable to **City of Columbia Falls**, in an amount not less than ten percent (10%) of the total amount of the bid. Successful BIDDERS shall furnish an approved Construction Performance Bond and a Construction (Labor and Materials) Payment Bond, each in the amount of one hundred percent (100%) of the contract amount. Insurance as required shall be provided by the successful BIDDER(s) and a certificate(s) of that insurance shall be provided.

No bid may be withdrawn after the scheduled time for the public opening of the Bids specified above.

The right is reserved to reject any or all Proposals received, to waive informalities, to postpone the award of the contract for a period of not to exceed sixty (60), and to accept the lowest responsive and responsible bid which is in the best interest of the City of Columbia Falls.

The CONTRACTOR(s) is required to be an Equal Opportunity Employer.

Published at Columbia Falls, Montana this 19th day of September 2022.

/s/ Susan Nicosia

City Manager

(Title)

Address: 130 6th Street West
Columbia Falls, Montana 59912

Publication Dates: September 21, 2022 – Daily Inter Lake
 September 28, 2022 – Daily Inter Lake

September 16, 2022

To: Mayor & Council

From: City Manager Nicosia

RE: New Business – Council Vacancy

Councilman Karper's vacancy was posted on September 7th and the City Clerk sent out a public service announcement. The notice was posted on the City website, on the City bulletin board, Police Department Facebook page and throughout the area news organizations. Mayor Barnhart received concern from a citizen who had only read the notice in the HHN on Wednesday and was concerned about the Wednesday deadline. Mayor Barnhart advised the concerned citizen about the 30 day time limit and the steps taken by the City to inform the public while also preparing the council packet.

The City Clerk received interest from 8 community members and their letters are attached. Additionally, as requested by Mayor Barnhart and Council, the City Attorney prepared a summary of the state and city requirements to fill the vacancy. As noted, the Mayor may appoint a committee or set a committee of the whole meeting to review/interview applicants.

The Council should make their appointment to fill the vacancy at the October 3rd Regular Council meeting.

Council letters of interest		Sept. 2022
	Name	Physical Address-as listed on their letter
1	Alice Biel	2125 Drift Water Way
2	Clay Lundgren	
3	Kelly Hamilton	1316 4th Ave. W.
4	Kathryn Price	1506 Eddy Court
5	James Osborne	556 7th Ave EN
6	Mark Johnson	1902 Riverwood Lane
7	Todd Schleusner	
8	Heather Peacock	
9		
10		

Barb Staaland

From: Alice Wondrak Biel <awbiel@gmail.com>
Sent: Tuesday, September 13, 2022 9:04 PM
To: staalandb@cityofcolumbiafalls.com
Subject: City council position

RECEIVED
SEP 14 2022
CITY OF COLUMBIA FALLS

Dear Clerk Staaland:

I am writing to express my interest in the position of City Councilor being vacated by Doug Karper, with a term ending December 31, 2023. I have lived in Columbia Falls for almost 10 years, residing at 2125 Drift Water Way.

I am interested in the position because since moving to Columbia Falls, I've been impressed with how well the city is run, and by its ability to leverage resources to get good things done on a limited budget. I was a supporter of the resort tax, as I believe in practical solutions that will benefit community residents and keep our town moving forward and prepared to meet the future. I'd like to help contribute to that.

My professional background is in government. I have been a writer-editor for the National Park Service for 22 years. Prior to that I worked in state government for about a year and in city government for 18 months, as a mayor's assistant. Before moving to Columbia Falls, I sat on the West Glacier school board.

Thank you for your consideration.

Alice W. Biel
2125 Drift Water Way
Columbia Falls, MT

Good day Barb, Susan, and city council members,

I am writing to apply for the city council position being vacated by Mr. Doug Karper. Most of you probably know that I ran for city council previously and received more votes than any non-incumbent. Yes, I still lost to the very worthy incumbent council members in that election, but do believe that I can contribute to our community. Serving on the planning board this year has been a great experience in board procedure and I know I will be a better council representative because of this experience. Through my board experience I have learned that my personal love for our town is not necessarily the most important thing. We must listen, learn, and accept the voice of our community. Our town will be changing over the coming years. I want to do my part to make that change a positive one.

Thank you very much for your consideration,

Clay Lundgren

Barb Staaland

From: kmdhamilton@yahoo.com
Sent: Wednesday, September 14, 2022 9:19 AM
To: Barb Staaland
Subject: City Council opening

RECEIVED
SEP 14 2022
CITY OF COLUMBIA FALLS

Good morning!

Please consider this email as my letter of intent to fill the open city council position. I have a passion for this community that I have grown up in, and know that I can benefit the public and the council.

Thank you!

Kelly Hamilton ☺
1316 4th Ave West
406-471-9299

Barb Staaland

From: kathryn@beaconleasing.com
Sent: Wednesday, September 14, 2022 4:57 PM
To: staalandb@cityofcolumbiafalls.com
Subject: COUNCIL OPENING
Importance: High

RECEIVED
SEP 14 2022
CITY OF COLUMBIA FALLS

I would like to be considered for the open council position. I have been a lifelong resident of Columbia Falls, MT and would be happy to serve my community.

Sincerely,
Kathryn M Price
1506 Eddy Court #2852
Columbia Falls, MT 59912
406-253-3775 cell



Virus-free. www.avg.com

JAMES OSBORNE556 7th Ave East NRECEIVED
SEP 14 2022
CITY OF COLUMBIA FALLS

9/8/2022

Columbia Falls City Council
Open Council Member Opening**Sitting Council Members,**

In my opinion local governance is incredibly important and the most overlooked sector of our county's governmental system. Decisions made in City Councils, County Commissioner's offices, and State Legislatures often get overlooked in today's fast paced political world, but these decisions coming from local governing bodies are incredibly important and impactful on the day to day lives our neighbors and our community.

My family has been in NW Montana since the 1900's and in Columbia Falls since the 1950's. Columbia Falls is in my bones. I have always loved my hometown and my community. In 2010 I had to leave the area for work. My previous employer CFAC had shut down two years before and I could not find a suitable job in the area to support my wife and two young sons. I spent ten years in the Oilfields of North Dakota, Wyoming, Colorado, Texas and even worked for two years internationally in Saudi Arabia and Bahrain. I was able to bring my family home to where we belong after only five years.

I never wanted to leave my community on the river and by the mountains, but I had mouths to feed. In my travels I had the opportunity to see many diverse communities. How they operate, how the people interact, and what affect decisions made by local governments had on the communities they represent. I feel I can bring some fresh insight to the council on the potential effects of Council decisions on our friends and neighbors.

I want to help make sure that our community is able to grow into the future integrating the best of what is new while maintaining that special something that makes our community one of the best places to live, work, and raise a family.

I hope this letter finds you all well and I hope for an opportunity to meet you all to see if I would be a good fit for the Columbia Falls City Council.

Sincerely,**James Osborne**

RECEIVED

SEP 14 2022

CITY OF COLUMBIA FALLS

Barb, This is my letter of interest in filling the city council seat being vacated by Councilor Karper. Please let me know if you need any additional information.

Thank you.

Mark L Johnson
1902 Riverwood Lane
Columbia Falls, MT 59912

(406) 897-3039

Barb Staaland

From: Todd S. <truenorthdrt@gmail.com>
Sent: Wednesday, September 14, 2022 4:13 PM
To: staalandb@cityofcolumbiafalls.com
Subject: City Council Position

RECEIVED

SEP 14 2022

Dear City of Columbia Falls Council,

CITY OF COLUMBIA FALLS

My name is Dr. Todd L Schleusner. I opened my chiropractic practice in Columbia Falls almost 8 years ago with the retirement of Dr. Robert Hager. I later moved my family into the city limits over 5 years ago with our move from Kalispell. I have been a Chiropractic Physician for over 24 years (8 in Cfalls). Dr. John Kent recently purchased my practice located across from Smith's in Dr. Jacobsmeyer's old office.

Please consider me for the now vacant council position. I have been very active in our community and currently serve on the Board of Directors of both the Flathead K9 Foundation and North Valley Search and Rescue Association. I currently am a volunteer K9 handler and active member of Search and Rescue under the Flathead County Sheriff's Office.

I can provide extensive references as well as my Curriculum Vitae for your review should you desire.

Thank you in advance for considering me for this position.

Sincerely,
Todd L. Schleusner, DC

Barb Staaland

From: Heather and Jim Peacock <jandhpeacock@gmail.com>
Sent: Thursday, September 15, 2022 8:20 AM
To: staalandb@cityofcolumbiafalls.com
Subject: City Council opening

RECEIVED
SEP 15 2022
CITY OF COLUMBIA FALLS

Good morning Barb,

I would like to express my interest in the open city council position. I apologize for the late submission, but only read about the deadline last night in the Hungry Horse News.

I have been a resident of Columbia Falls since 1999. I am a pharmacist and hold both a bachelor's degree from the University of Montana and a doctorate from Creighton University. Both of my children have graduated from the CFHS, and my husband Jim is a current educator at CFHS.

I am interested in learning more about this position. You can reach me at jandhpeacock@gmail.com, or by cell phone at 406-471-1231. Thank you.

Heather Peacock

Filling Of Vacancy

7-4-4112. Filling of vacancy. (1) When a vacancy occurs in any elective office, this position is considered open and subject to nomination and election at the next general municipal election in the same manner as the election of any other person holding the same office, except the term of office is limited to the unexpired term of the person who originally created the vacancy. Pending an election and qualification, the council shall, by a majority vote of the members, appoint a person within 30 days of the vacancy to hold the office until a successor is elected and qualified.

(2) If all council positions become vacant at one time, the board of county commissioners shall appoint persons within 5 days to hold office as a city council member. The appointed city council member shall then appoint persons to any other vacant elective offices.

(3) A vacancy in the office of city council member must be filled from the ward in which the vacancy exists.

Majority Vote:

The provision of this section, requiring "a majority vote of the members" of the City Council, that is, a majority of those constituting the actual membership of the body at the time, to fill a vacancy in an elective city office, and not 7-5-4121, making "a majority of the whole number of the members elected" requisite for such purpose, is applicable in case a vacancy in its own body caused by resignation or death is to be filled. State ex rel. Wilson v. Willis, 47 M 548, 133 P 962 (1913), distinguished in State ex rel. O'Hern v. Loud, 92 M 307, 14 P2d 432 (1932).

7-4-4112, MCA(Replace this text with the name or description of the notes section you selected the text from.)

Determination Of Vacancy In Municipal Office

7-4-4111. Determination of vacancy in municipal office. An office becomes vacant on the happening of any of the following events before the expiration of the term of the incumbent:

- (1) the death of the incumbent;
- (2) a determination pursuant to Title 53, chapter 21, part 1, that the incumbent is mentally ill;
- (3) the incumbent's resignation;
- (4) the incumbent's removal from office;
- (5) the incumbent's absence from the city or town continuously for 10 days without the consent of the council;
- (6) the incumbent's open neglect or refusal to discharge duties;

- (7) the incumbent's ceasing to be a resident of the city or town or, in the case of a city council member, ceasing to be a resident of the city council member's ward. This subsection does not apply to an appointed municipal officer who resides outside the city or town limits with the approval of the city or town governing body and within a distance of the city or town approved by the governing body.
- (8) the incumbent's ceasing to discharge the duty of office for a period of 3 consecutive months, except when prevented by illness or when absent from the city or town by permission of the governing body;
- (9) the incumbent's conviction of a felony or of any offense involving moral turpitude or a violation of official duties;
- (10) the incumbent's refusal or neglect to file an official bond within the time prescribed;
- (11) the decision of a competent tribunal declaring void the incumbent's election or appointment.

General Qualifications For Municipal Office

7-4-4104. General qualifications for municipal office. No person is eligible to any municipal office, elective or appointive:

- (1) who is not a citizen of the United States; and
- (2) who has not met the qualifications prescribed by law or by ordinance adopted by the governing body of a city or town.

City Code –

2.16.020 Qualifications

The qualifications for elected or appointed city officers shall be those qualifications set forth in state law. The duties and responsibilities of appointed officers may be further defined by position descriptions prepared by the city manager and approved by the city council

Qualifications For City Council Member

7-4-4401. Qualifications for city council member. A person is not eligible for the office of city council member unless the person is a resident for at least 60 days preceding the election to office of the ward electing the person or of an area that has been annexed by the city or town and placed in the ward.

Conduct Of Council Business

7-5-4121. Conduct of council business. (1) A majority of the members of the council constitute a quorum for the transaction of business, but a less number may meet and adjourn to any time stated and may compel the attendance of absent members, under such rules and penalties as the council may prescribe.

(2) The ayes and noes must be called and recorded on the final passage of any ordinance, bylaw, or resolution or the making of any contract. The voting on the election or appointment of any officer must be viva voce. A majority of the whole number of the members elected is requisite to appoint or elect an officer, and such vote must be recorded.

City Code

2.04.040 Appointment Of Committees

The mayor shall appoint such standing committees, other than temporary advisory committees established by the manager, as may be from time to time necessary to meet its policy-making responsibilities. – Mayor could appoint nominating committee

SECOND AND FINAL READING

ORDINANCE NO.819

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLUMBIA FALLS, MONTANA, AMENDING THE COLUMBIA FALLS ZONING MAP FROM CSAG-5 SUBURBAN AGRICULTURAL TO CR-1 SUBURBAN RESIDENTIAL AT 435 ROGERS ROAD FURTHER DESCRIBED AS THE ZONED PORTION OF ASSESSOR'S TRACT 2B (THE AREA WEST OF THE BLUFF) IN SECTION 16, TOWNSHIP 30 NORTH, RANGE 20 WEST, P.M.M., FLATHEAD COUNTY, MONTANA.

WHEREAS, Loretta J. and Ronald C. Levang, owners of the real property, have requested an amendment to the Columbia Falls zoning map to change the zoning from the current CSAG-5 Suburban Agricultural to CR-1 Suburban Residential at 435 Rogers Road, further described as the zoned portion of Assessor's Tract 2B (the area west of the bluff) in Section 16, Township 30 North, Range 20 West, P.M.M., Flathead County, Montana;

WHEREAS, the Columbia Falls Planning Department, on July 27, 2022, in Staff Report CZC-22-04, recommended approval of the requested zoning amendment; and

WHEREAS, said request was considered by the Columbia Falls City-County Planning Board in a public hearing at its regularly scheduled meeting on August 9, 2022, at which the Board adopted Staff Report CZC-22-04 as Findings of Fact and recommended approval of the requested zoning map amendment; and

WHEREAS, a hearing on the Zoning Map Amendment was held by the City Council of the City of Columbia Falls, Montana, at a special meeting on Monday, August 29, 2022, after said hearing was advertised according to law; and at said hearing on said date, the City Council considered the recommendation of the Planning Board, the report of the Columbia Falls Planning Office, together with any and all comments filed or voiced with respect to said change; and

WHEREAS, the City Council has determined that the zoning map amendment request is in the best interest of the City.

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

Section One. Findings of Fact: That the Columbia Falls Planning Office Report #CZC-22-04, dated July 27, 2022 is hereby adopted by the Council as findings of fact with respect to said zoning map amendment request.

Section Two. Change in Zoning Classification: That the requested zoning map amendment on property presently zoned CSAG-5 Suburban Agricultural be changed

to CR-1 Suburban Residential at 435 Rogers Road further described as the zoned portion of Assessor's Tract 2B (the area west of the bluff) in Section 16, Township 30 North, Range 20 West, P.M.M., Flathead County, Montana.

Section Three. The Council finds that the proposal complies with the Columbia Falls City Growth Policy.

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

Section Five. 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 Six. 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 19TH DAY OF SEPTEMBER, 2022, THE COUNCIL VOTING AS FOLLOWS:

AYES:

NOES:

ABSENT:

City Clerk

APPROVED BY THE MAYOR OF COLUMBIA FALLS, MONTANA THIS 19TH DAY OF SEPTEMBER, 2022.

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 1883

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUMBIA FALLS, MONTANA, ADOPTING THE BUDGET FOR THE CITY FOR THE FISCAL YEAR COMMENCING ON JULY 1, 2022 AND ENDING JUNE 30, 2023, APPROVING APPROPRIATIONS FOR EACH FUND OF THE CITY OF COLUMBIA FALLS

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

Section One: That the final budget of the City of Columbia Falls, Montana, for the fiscal year commencing July 1, 2022, and ending June 30, 2023, for meeting the regular expenses of the City of Columbia Falls, and the amounts appropriated from various funds of the City of Columbia Falls for said budget expenditure items, is hereby adopted.

Section Two: A copy of the final budget adopted, enumerating all revenue estimates, appropriations, expenditures and levies is attached in summary form, Final Tax Levy Schedule marked Exhibit “A” and Non-Levied Funds Final Summary Schedule marked Exhibit “B.”

Section Three: A copy of the complete final budget document is on file in the office of the City Clerk, posted on the City Website as well as the Montana Department of Administration Local Government Services Bureau website.

Section Four: The City Manager is authorized to transfer appropriations between line items within the same fund except those items designated in the Final Budget as “Personal Services” or “Capital Outlay.”

Section Five: This Resolution shall be effective immediately upon its passage and approval by the City Council.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA FALLS, THIS 19th DAY OF SEPTEMBER, 2022. THE COUNCIL VOTING AS FOLLOWS:

AYES:

NOES:

ABSENT:

City Clerk

APPROVED BY THE MAYOR OF COLUMBIA FALLS, MONTANA, THIS 19th DAY OF SEPTEMBER, 2022.

Mayor

ATTEST:

City Clerk

FY 2022 - 2023
FINAL TAX LEVY SCHEDULE
Exhibit A - Resolution #1883

Assessed Valuation: \$ 655,605,775
Tax Valuation: \$ 8,969,364
1 Mill Yields (10): \$ 8,969.364

(4)-(2)			[1]	[2]	[3]=[1]+[2]	[4]	[5]	[6]=[4]+[5]	[7]=[3]-[6]	[8]=[6]+[7]	[9]=[7]-[10]
Carry-over	Fund No.		Appropriation	Resources Reserve	Total Requirements	Resources Available (Cash Plus receivables less current liabilities)	Non-Tax Revenues	Total Non-Tax Resources	Property Tax Revenues	Total Resources	Mill Levy
300,500	1000	General	3,665,000	733,215	4,398,215	1,033,715	1,898,637	2,932,352	1,465,863	4,398,215	163.430
		Resort Tax offset					136,435	136,435	(136,435)	0	-15.210
		Net General	3,665,000	733,215	4,398,215	1,033,715	2,035,072	3,068,787	1,329,428	4,398,215	148.220
0	7120	Fire Relief Pension	67,627	0	67,627	0	23,576	23,576	44,051	67,627	4.910
SUBTOTAL -----									1,373,479	See Mill Levy Limitations Schedule	153.130
VOTED & SPECIAL LEVIES											
27,578	Permissive 2372	Permissive Medical Levy	280,244	10,056	290,300	37,634	2,600	40,234	250,066	290,300	27.880
44,734	Voted 3020	Street construction Bond	44,784	-	44,784	44,734	50	44,784	-	44,784	0.000
SUBTOTAL -----									\$ 250,066	Special Mill Levies	27.880
TOTAL -----			\$ 4,057,655	\$ 743,271	\$ 4,800,926	\$ 1,116,083	\$ 2,061,298	\$ 3,177,381	\$ 1,623,545	\$ 4,800,926	181.010
Last Year - 21-22 FY			\$ 3,906,895	\$ 765,625	\$ 4,672,520	\$ 1,244,694	\$ 1,722,943	\$ 2,967,637	<u>1,704,884</u>	\$ 4,672,521	191.747
TOTAL TAX									TOTAL MILLS		

Total Appropriations \$ 3,665,000

% of Operating Minimum Reserve
\$ 3,665,000
20%
\$ 733,000

Year Change \$ (81,339) -10.737

NON-LEVIED FUNDS - FINAL SUMMARY SCHEDULE
Exhibit B - Resolution # 1883

Fiscal Year: 2022-23

Carry-over (#4-#2)	Fund No.	Fund Name	[1]	[2]	[3]=[1]+[2]	[4]	[5]	[6]=[4]+[5]
			Appropriation	Resources Reserve	Total Requirements	Resources Available (Less Current Liabilities)	Non-Tax Revenues	Total Resources
	2100	Resort Tax	250,049	1,066,269	1,316,318	518,453	797,865	1,316,318
1,203,922	2310	Tax Increment District	1,217,920	212,235	1,430,155	1,416,157	13,998	1,430,155
0	2311	TEDD - Industrial Park	-	12,561	12,561	12,561	0	12,561
	2312	TEDD - Columbia Rising	-	38,892	38,892	38,892	0	38,892
55,213	2394	Building Code Enforcement Program	213,213	131,883	345,096	187,096	158,000	345,096
21,267	2400	Special Lighting Districts	51,466	6,858	58,324	28,125	30,199	58,324
116,827	2500	Street Maintenance District	499,437	43,719	543,156	160,546	382,610	543,156
39,928	2700	Cedar Creek Trust	93,083	1,139,704	1,232,787	1,179,632	53,155	1,232,787
135,072	2821	Special Road/Street Allocation Program	135,072	0	135,072	135,072	0	135,072
0	2820	Gas Tax	93,346	0	93,346	-	93,346	93,346
0	2917	Crime Victims Program	6,000	0	6,000	-	6,000	6,000
143,389	2940	CDBG-Home Program Grant	143,389	0	143,389	143,389	0	143,389
	2959	EDA	1,251,414	0	1,251,414	198,268	1,053,146	1,251,414
	2991	ARPA of 2021	1,505,476	0	1,505,476	1,505,476		1,505,476
0	3534	SID 34	5,483	248	5,731	248	5,483	5,731
0	3536	SID 36	3,345	1,565	4,910	1,565	3,345	4,910
409	3538	SID 38	28,018		28,018	409	27,609	28,018
89,500	4000	C.I.P. Building Improvements	96,000	67,149	163,149	156,649	6,500	163,149
102,553	4010	C.I.P. Park Improvements/Equipment	185,500	190,322	375,822	292,875	82,947	375,822
20,163	4020	C.I.P. General Machinery & Equipment	113,000	311,137	424,137	331,300	92,837	424,137
763,849	4040	C.I.P. Street Construction	887,084	0	887,084	763,849	123,235	887,084
392,126	5210	Water Operating Fund (1)	1,448,234	871,813	2,320,047	1,263,939	1,056,108	2,320,047
-49,000	5211	Water Capital Expansion Fund	46,500	410,647	457,147	361,647	95,500	457,147
398,812	5310	Sewer Operating Fund (2)	7,016,483	1,285,500	8,301,983	1,684,312	6,617,671	8,301,983
1,124,353	5311	Sewer Capital Expansion Fund	1,221,853	71,649	1,293,502	1,196,002	97,500	1,293,502
	TOTAL		\$ 16,511,365	\$ 5,862,151	\$ 22,373,515	\$ 11,576,461	\$ 10,797,054	\$ 22,373,515

5210 Water Fund*

Water Fund Operating	\$ 358,281
Water Capital Projects (New)	\$ 261,733
Water Bond Debt Req'd Reserve	\$ 57,171
Water Depreciation Reserve	\$ 586,754

5310 Sewer Fund**

Sewer Fund Operating	\$ 432,633
Sewer Capital Projects (New)	\$ 313,893
Sewer -Restricted Project (EDU increase)	\$ 481,735
Sewer Bond Debt Reserve	\$ 72,111
Sewer Depreciation Reserve	\$ 383,940

5211	Water Expansion Projects (New)	\$ 361,299
		<u>\$ 1,625,238</u>

5311	Sewer Expansion Projects (New)	\$ 1,194,851
		<u>\$ 2,879,163</u>

Total - Levied/Non-Levied Schedule **\$ 20,569,020**
Total 22 FY **\$ 17,936,130**
\$ 2,632,890

RESOLUTION NO. 1884

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUMBIA FALLS SETTING A FEE SCHEDULE FOR COPIES AND RESEARCH OF PUBLIC RECORDS AND ESTABLISHING PROCEDURES FOR REQUESTING PUBLIC RECORDS FROM THE CITY OF COLUMBIA FALLS

WHEREAS, Section 7-1-4144 Montana Code Annotated (MCA) ensures that all people are allowed access to appropriate public records consistent with the provisions of the Montana Constitution while allowing for the governing body to impose reasonable fees for copies of accessible records; and

WHEREAS, Section 2-6-110 Montana Code Annotated ensures that the access to public records ensured by the Montana Constitution and Section 7-1-4144, MCA is extended to electronic information and that fees may be charged to cover direct expenses with procuring or transferring the electronic information; and

WHEREAS, Subsection 7-1-4123 (7), MCA empowers municipalities to impose a special assessment reasonably related to the cost of any special service or special benefit provided by the municipality or impose a fee for the provision of a service; and

WHEREAS, The City will regularly review its fee schedule and make adjustments when necessary to ensure the fees are nondiscriminatory, equitable and reasonable.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Columbia Falls, Montana, that the following guidelines shall constitute the policy for the City of Columbia Falls, to be followed in responding to requests for public records and setting the fee schedule listed herein is hereby adopted and shall be applied:

- 1, All requests for public records shall be subject to this policy.
2. Request forms are to be completed for all public information records that are pulled for review or copying. This form serves three functions: (1) to give the City a comprehensive understanding of the types of information being requested with an eye toward making it available on the internet or adding it to a list of routine public records requests for which fees are not charged; and (2) to be able to contact the requestor if a request cannot be filled right away; and (3) to provide for an efficient and effective response for public records.
3. The City Clerk's office shall be the Office of Record for completed Records Request Forms. All request forms shall be filed in the City Clerk's office.
4. It should be noted on the form what documents/files were reviewed or copied and the charges, if any, that were charged.
5. Once a request for records has been received, it will be responded to in a timely fashion, but no later than ten (10) business days. The City will respond to any request to inspect records with an effort to allow viewing at the time of request with City staff available to monitor.
6. Blank request forms will be available on the City website as well in all offices to avoid

sending citizens between offices.

7. No new document or record will be created to respond to a records request. Applicable records may be made available for requester to compile his/her own data.

8. Any request which does not refer to an “identifiable” public record shall not be processed until the requester provides further information. It shall be the responsibility of the department responsible for providing the information to notify the requester that further information is required before the request can be processed.

9. Staff shall make copies of City records during normal office hours. For security reasons and to avoid unreasonable disruption of operations, copying facilities will not be available for use by the public.

10. If a department is unsure as to whether the information can be released to the public because of potential privacy concerns, the City Attorney’s office will be consulted.

11. Fees for services shall be as follows:

- a) Charges for paper copies of non-routine public records shall be charged at the rate of \$0.50/page for material that can be found and copied in 15 minutes or less and any out-of-pocket expenses directly associated with the request.

Items that take over 15 minutes to locate and copy shall be charged the hourly employee rate at the time of the request for the Columbia Falls City employee fulfilling the request.

- b) Requests that are subject to the “per hour rate” shall also be charged at the rate of \$0.25/page for costs associated with copying materials and any other out-of-pocket expenses directly associated with the request.
- c) Fees for published and/or documents prepared by commercial print shops will be based on the actual fee charged by the print shop.
- d) The City will establish fees for specific records such as maps, plats, audio and video recordings, etc. Such fee schedule shall be reviewed and approved by Resolution as needed.
- e) Copies of records provided in electronic format will be charged as follows:

- 1. the City’s actual cost per unit of the electronic media used to provide the public

record. For security purposes, the City will provide all blank media or the requestor may provide an unopened, unused device if approved by City staff.

2. expenses incurred by the City as a result of computer processing charges;
 3. out-of-pocket expenses directly associated with the request; and
 4. the hourly rate at the time of the request for the Columbia Falls City employee for each hour, or fraction of an hour, after fifteen minutes of service has been provided.
- f) Records provided to other governmental agencies may be provided on a “reciprocal” basis at the discretion of the City Manager or department head responsible for the record:
- g) Payment for charges must be received before delivery of the records to the requester. The City Clerk may make accommodations for payment by entities frequently requesting records.
- h) The City will determine on a case-by-case basis whether an employee must be present to observe and supervise the examination of documents and whether documents can be removed from their official storage location. Where it is necessary to maintain the integrity and security of City records, a fee as determined by the hourly rate at the time of the request for a Columbia Falls City employee will be charged for the City’s supervision of the search and examination and copying of public records.

- i) The City Manager may waive fees or reduce fees upon demonstration by the requestor that payment of the fees required under this Resolution will result in undue hardship.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF COLUMBIA FALLS, THIS 19th DAY OF SEPTEMBER, 2022. THE COUNCIL VOTING AS FOLLOWS:

AYES:

NOES:

ABSENT:

City Clerk

APPROVED BY THE MAYOR OF COLUMBIA FALLS, MONTANA, THIS 19th DAY OF SEPTEMBER, 2022.

Mayor

ATTEST:

City Clerk

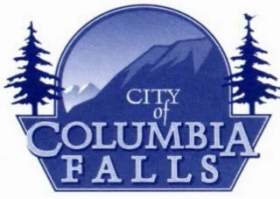
Columbia Falls Police Department
Monthly Activity Report
August 2022

Police	August					5 Year Average
	2022	2021	2020	2019	2018	
Arrests (Total)	40	24	32	42	36	35
Adult	37	19	27	39	34	31
Juvenile	3	5	5	3	2	4
Accidents Investigated	18	8	25	18	12	16
Stolen Property (Value)	17354	51500	4458	4405	2625	16068
Stolen Property (Recovered)	349	20009	0	1000	2000	4672
Criminal Mischief (Incidents)	14	7	6	1	6	7
Damage Amount	13687	3690	1662	30	1740	4162
Misdemeanor Citations Issued	201	253	188	133	188	193
Traffic Offenses	177	244	171	125	177	179
Cell phone Viol.	8	9	6	9	1	7
DUI Offenses	9	3	6	6	3	5
Drug Offenses	3	1	6	2	3	3
Traffic Stops	252	394	221	242	333	288
Court Fines and Forfeitures	22188	40301	18976	20950	18096	24102
Miles Patrolled	5533	8320	5487	6783	6665	6558
911 Phone Calls	179	178	149	172	93	154
Incident Reports	1002	1213	919	917	1058	1022
Domestic Abuse/Assault	44	29	40	30	23	33
Felony Investigations	19	11	12	9	14	13
Business Checks	58	74	65	40	59	59
Welfare Checks	25	14	18	19	10	17
Citizen Assist	69	68	40	71	71	64
Agency Assist	28	49	42	48	49	43

Columbia Falls Fire Department Incident Breakdown

Item No.15.

2022	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	2022
Dispatches	20	18	23	28	27	22	35	31					204	Dispatches
ALS Medical Total	2	1	0	0	0	0	0	2					5	ALS Medical Total
BLS Medical Total	3	5	7	7	9	6	12	3					52	BLS Medical Total
Medical CPR	2	0	0	0	0	0	0	0					2	Medical CPR
Medical ALS	0	0	0	0	0	0	0	2					2	Medical ALS
Medical BLS	3	0	0	2	4	2	3	3					17	Medical BLS
Medical Lift Assist	0	0	0	1	2	0	0	2					5	Medical Lift Assist
MVA with injury	2	1	3	1	1	3	4	3					18	MVA with injury
Extrication	1	1	0	0	1	0	0	0					3	Extrication
Ambulance Driver	0	0	0	0	0	0	0	0					0	Ambulance Driver
MVA non injury	0	5	4	3	1	1	6	2					22	MVA non injury
Airport Emergency	0	0	0	0	0	0	0	0					0	Airport Emergency
Traffic Control	0	0	0	0	0	0	0	0					0	Traffic Control
HazMat	0	1	1	1	6	1	2	0					12	HazMat
Hazardous Conditions	3	1	2	1	5	1	3	6					22	Hazardous Conditions
CO	1	0	0	0	0	0	0	1					2	CO
Gas Leak/Odor inside	0	1	0	0	0	0	1	1					3	Gas Leak/Odor inside
Gas Leak/Odor outside	0	0	0	1	5	0	1	3					10	Gas Leak/Odor outside
Powerline	2	1	1	2	0	0	1	1					8	Powerline
Other	0	1	0	0	0	0	0	0					1	Other
Service	0	1	0	0	0	0	1	0					2	Service
Good Intent	0	1	1	3	2	2	0	0					9	Good Intent
Fire Alarm	0	0	0	1	0	0	2	2					5	Fire Alarm
False Alarm	4	3	3	0	1	0	3	3					17	False Alarm
Illegal burn	1	0	1	0	1	0	2	1					6	Illegal burn
Smoke Investigation, outside	0	0	0	0	0	0	0	1					1	Smoke Investigation, outside
Smoke Investigation, inside	0	1	0	1	0	0	0	0					2	Smoke Investigation, inside
Cancelled enroute	6	1	3	8	7	13	7	1					46	Cancelled enroute
Fire, residential	0	1	3	2	1	0	0	0					7	Fire, residential
Fire, chimney	0	0	0	0	0	0	0	0					0	Fire, chimney
Fire, commercial	1	0	1	0	0	0	0	0					2	Fire, commercial
Fire, vehicle	0	1	0	2	0	0	2	0					5	Fire, vehicle
Fire, vegetation, grass	0	0	1	1	0	0	0	4					6	Fire, vegetation, grass
Fire, vegetation, wildland	0	0	1	0	0	0	0	1					2	Fire, vegetation, wildland
Dispatch Totals	20	18	23	28	27	22	35	31					204	Dispatch Totals
Structure fires	1	1	3	2	1	0	0	0					8	Structure fires
Acres burned	0	0	3.96	0.09	0	0	0	0.67					4.72	Acres burned



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

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

Item No.16.

DATE: September 16, 2022
TO: Mayor and City Council
FROM: Shawn Bates, Finance Director
Susan M. Nicosia, City Manager

RE: Financial Report – June 2022

Attached are the following condensed monthly reports for your review. Reports reflect activity from July 1, 2021 through June 30, 2022.

We have completed 100% of the fiscal year. The accounting system has been updated to include all budgetary information including line items as prepared by the City Manager and approved by Council. Reserves within the cash report have been updated to reflect the current budgeted amounts.

- First report: Summary of **Revenues Budget and Actual** for the Month of June and Year to Date. In total, we have received 64% of total revenues budgeted compared to 105% for the prior year.
- Second report: Summary of **Expenditures Budget and Actual** for the Month of June and Year to Date. There are no significant variances from anticipated expenditures/expenses. In total, we have committed 36% of the total expenditure budget compared to 69% for the prior year.
- Third report: Detail revenue and expenditures/expense for the General Fund, Water Operating Fund, and Sewer Operating Fund. These reports show detail totals of revenues by source and expenditures/expenses by activity.
- The General Fund has incurred (\$50,622) more in expenditures than revenues through June 2022, compared to (\$3,239) last year for the same time period.
 - The Water Fund reflects revenues exceeding expenses by \$72,449 to date compared to 1,646,588 in the prior year.
 - The Sewer Fund reflects YTD revenues exceeding expenses \$183,548 compared to \$(181,517) in the prior year.
- Fourth report: The Cash Balance report for June 2022 has been provided as a separate report for your review. Total reconciled cash/investments equal \$12,849,669 compared to \$10,625,743 from one year ago. The City as of June 30th 2022 had invested \$11,346,258 in STIP (June average rate was 1.1667898%, \$577,267 in Glacier Bank, MBS various term investments of \$1,145,000 with rates ranging from 1.16% to 2.0%.

Should you have any questions on these reports or any financial matter, please do not hesitate to contact me via email: batess@cityofcolumbiafalls.com or by phone at 406-892-4327.

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CITY OF COLUMBIA FALLS
Statement of Revenue Budget vs Actuals
For the Accounting Period: 6 / 22

Page: 1 of 2
Report ID: B110F

Fund	Received		Estimated Revenue	Revenue To Be Received	% Received
	Current Month	Received YTD			
1000 GENERAL FUND	1,116,798.51	3,120,235.40	3,054,676.00	-65,559.40	102 %
2100 RESORT TAX	28,661.24	518,452.92	0.00	-518,452.92	** %
2310 TAX INCREMENT DISTRICT FUND	252,187.57	618,016.48	2,900.00	-615,116.48	*** %
2311 TEDD-INDUSTRIAL PARK	4,407.97	8,894.20	0.00	-8,894.20	** %
2312 TEDD - COLUMBIA RISING IND PARK	12,993.73	38,892.13	0.00	-38,892.13	** %
2372 PERMISSIVE MEDICAL LEVY	89,506.26	231,094.94	227,573.00	-3,521.94	102 %
2394 BUILDING CODE ENFORCEMENT FUND	12,734.14	106,035.25	211,450.00	105,414.75	50 %
2400 SPECIAL LIGHTING DISTRICT FUND	10,594.96	31,101.66	30,219.00	-882.66	103 %
2500 SPECIAL STREET MAINTENANCE DISTRICT FUND	151,560.73	374,502.82	372,632.00	-1,870.82	101 %
2700 CEDAR CREEK TRUST	1,289.67	4,855.10	69,946.00	65,090.90	7 %
2820 GAS TAX FUND	8,345.12	100,141.43	100,141.00	-0.43	100 %
2821 Special Road/Street Allocation Program	6,432.00	135,071.78	135,072.00	0.22	100 %
2917 CRIME VICTIMS ASSISTANCE FUND	714.15	5,020.65	6,000.00	979.35	84 %
2940 CDBG-HOME INVESTMENT PARTNERSHIP PROGRAM GRANT	0.00	7,627.00	0.00	-7,627.00	** %
2959 EDA	0.00	313,146.00	1,266,292.00	953,146.00	25 %
2991 ARPA of 2021	752,737.91	754,995.10	752,738.00	-2,257.10	100 %
3020 GO Street Improvements	30,117.30	78,216.28	76,444.00	-1,772.28	102 %
3534 SID 34 FUND - 5th Avenue Water Main	968.78	6,256.83	6,310.00	53.17	99 %
3536 SID 36 FUND - Talbott & 4th Avenue Water Main	1,441.92	3,587.76	3,344.00	-243.76	107 %
3538 SID 38 FUND - Riverwood	13,202.91	28,962.96	28,317.00	-645.96	102 %
4000 CAPITAL PROJECTS FUND - Building Improvements	150.74	687.14	600.00	-87.14	115 %
4010 CAPITAL PROJECTS FUND - Parks Improvements	281.82	51,410.22	52,200.00	789.78	98 %
4020 CAPITAL PROJECTS FUND - General Equipment	318.80	79,258.47	78,535.00	-723.47	101 %
4040 CAPITAL PROJECTS FUND - Street Construction	272,606.36	274,243.50	273,341.00	-902.50	100 %
5210 WATER ENTERPRISE FUND	63,619.32	787,286.43	784,895.00	-2,391.43	100 %
5211 WATER CAPITAL EXPANSION	9,910.47	113,989.18	99,000.00	-14,989.18	115 %

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CITY OF COLUMBIA FALLS
Statement of Revenue Budget vs Actuals
For the Accounting Period: 6 / 22

Page: 2 of 2
Report ID: B110F

Fund	Received		Estimated Revenue	Revenue	
	Current Month	Received YTD		To Be Received	% Received
5310 SEWER ENTERPRISE FUND	116,262.73	1,154,648.84	6,595,608.00	5,440,959.16	18 %
5311 SEWER CAPITAL EXPANSION	10,832.46	146,171.78	90,500.00	-55,671.78	162 %
7120 FIRE RELIEF DISABILITY/PENSION FUND	20,811.84	71,504.56	69,134.00	-2,370.56	103 %
Grand Total:	2,989,489.41	9,164,306.81	14,387,867.00	5,223,560.19	64 %

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CITY OF COLUMBIA FALLS
Statement of Expenditure - Budget vs. Actual Report
For the Accounting Period: 6 / 22

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Fund	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
1000 GENERAL FUND	787,795.02	3,170,857.89	3,518,157.00	3,518,157.00	347,299.11	90 %
2310 TAX INCREMENT DISTRICT FUND	0.00	320,022.67	535,000.00	535,000.00	214,977.33	60 %
2372 PERMISSIVE MEDICAL LEVY	103,811.51	213,550.87	237,663.00	237,663.00	24,112.13	90 %
2394 BUILDING CODE ENFORCEMENT FUND	19,235.08	112,245.38	211,480.00	211,480.00	99,234.62	53 %
2400 SPECIAL LIGHTING DISTRICT FUND	5,186.02	33,851.92	51,420.00	51,420.00	17,568.08	66 %
2500 SPECIAL STREET MAINTENANCE DISTRICT	81,677.29	419,038.02	476,679.00	483,111.00	64,072.98	87 %
2700 CEDAR CREEK TRUST	926.75	926.75	180,000.00	180,000.00	179,073.25	1 %
2820 GAS TAX FUND	48,751.00	111,056.97	111,057.00	111,057.00	0.03	100 %
2821 Special Road/Street Allocation Program	0.00	145,717.00	145,717.00	280,789.00	135,072.00	52 %
2917 CRIME VICTIMS ASSISTANCE FUND	714.15	5,020.65	6,000.00	6,000.00	979.35	84 %
2940 CDBG-HOME INVESTMENT PARTNERSHIP	0.00	0.00	135,762.00	135,762.00	135,762.00	0 %
2959 EDA	35,993.89	114,878.45	0.00	1,266,292.00	1,151,413.55	9 %
2991 ARPA of 2021	0.00	0.00	1,503,219.00	1,503,219.00	1,503,219.00	0 %
3020 GO Street Improvements	44,031.13	81,940.07	81,941.00	81,941.00	0.93	100 %
3534 SID 34 FUND - 5th Avenue Water Main	6,309.36	6,309.36	6,310.00	6,310.00	0.64	100 %
3536 SID 36 FUND - Talbott & 4th Avenue	3,343.68	3,343.68	3,344.00	3,344.00	0.32	100 %
3538 SID 38 FUND - Riverwood	13,958.35	28,093.50	28,094.00	28,094.00	0.50	100 %
4000 CAPITAL PROJECTS FUND - Building	0.00	77,563.39	149,200.00	149,200.00	71,636.61	52 %
4010 CAPITAL PROJECTS FUND - Parks	73,811.13	267,829.06	289,000.00	289,000.00	21,170.94	93 %
4020 CAPITAL PROJECTS FUND - General	0.00	11,021.44	53,000.00	53,000.00	41,978.56	21 %
4040 CAPITAL PROJECTS FUND - Street	39,493.30	72,763.30	835,709.00	835,709.00	762,945.70	9 %
5210 WATER ENTERPRISE FUND	107,824.25	714,836.91	1,116,673.00	1,116,673.00	401,836.09	64 %
5310 SEWER ENTERPRISE FUND	172,569.02	971,100.81	7,051,976.00	7,051,976.00	6,080,875.19	14 %
5311 SEWER CAPITAL EXPANSION	0.00	0.00	1,139,595.00	1,139,595.00	1,139,595.00	0 %
7120 FIRE RELIEF DISABILITY/PENSION FUND	0.00	0.00	69,134.00	69,134.00	69,134.00	0 %

Grand Total:	1,545,430.93	6,881,968.09	17,936,130.00	19,343,926.00	12,461,957.91	36 %
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CITY OF COLUMBIA FALLS
Revenue/Expenditure Ledger
For the Accounting Period: 6 / 22

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1000 GENERAL FUND

	Beginning	Debit	Credit	Net Change	Ending Balance
REVENUE					
311010 Real Property Taxes	786,997.79	0.00	532,902.19	532,902.19	1,319,899.98
311020 Personal Property Taxes	51,394.96	0.00	1,187.21	1,187.21	52,582.17
312000 Penalty & Interest on Delinquent	2,167.36	0.00	925.82	925.82	3,093.18
322010 Alcoholic Beverage Licenses and	7,387.50	0.00	0.00	0.00	7,387.50
322020 Professional Business Licenses	9,370.00	0.00	132.50	132.50	9,502.50
322030 General Business Licenses	14,455.00	0.00	607.50	607.50	15,062.50
323060 Non-Exclusive Cable TV Franchise	44,748.91	0.00	0.00	0.00	44,748.91
331052 MDOT-Highway Planning &	2,116.51	0.00	0.00	0.00	2,116.51
331081 DNRC Forestry Grant/ VFA CFDA	0.00	0.00	3,045.00	3,045.00	3,045.00
331112 Stonegarden Grant CFDA # 97.067	545.58	0.00	0.00	0.00	545.58
331179 Alcohol Compliance Check Program	1,500.00	0.00	0.00	0.00	1,500.00
334000 State Grants/Hwy Safety	3,545.10	0.00	1,518.36	1,518.36	5,063.46
334122 DNRC Grant	750.00	0.00	0.00	0.00	750.00
335120 Gambling Licenses & Permits	15,297.92	0.00	700.00	700.00	15,997.92
335230 State Entitlement	583,084.50	0.00	195,113.58	195,113.58	778,198.08
336020 State On-Behalf Retirement	0.00	0.00	205,974.23	205,974.23	205,974.23
337340 Flathead County (EMS)	5,105.77	0.00	3,912.02	3,912.02	9,017.79
337350 Flathead County (SRO)	0.00	0.00	20,000.00	20,000.00	20,000.00
337360 School District #6 (SRO)	7,000.00	0.00	0.00	0.00	7,000.00
341000 General Miscellaneous (Copies,	7,110.68	0.00	303.25	303.25	7,413.93
341070 Planning and Zoning Fees	41,316.50	0.00	325.00	325.00	41,641.50
342020 Special Fire Protection Services	68,750.00	0.00	21,250.00	21,250.00	90,000.00
342021 Fire Protective Inspections	10,980.00	0.00	1,644.00	1,644.00	12,624.00
346030 Swimming Pool User Fees	7,279.03	138.10	2,548.00	2,409.90	9,688.93
346031 Parks Use Permits/Fees	2,425.00	50.00	625.00	575.00	3,000.00
346032 Pool Concession Fees	623.53	0.00	0.00	0.00	623.53
346033 Swim Lessons	3,432.00	0.00	5,494.00	5,494.00	8,926.00
346034 Individual Swim Pass	32.00	0.00	856.00	856.00	888.00
346035 Lap Swim Pass	0.00	0.00	344.00	344.00	344.00
346036 Family Swim Pass	1,090.00	75.00	8,170.00	8,095.00	9,185.00
346037 Pool Parties	625.00	0.00	0.00	0.00	625.00
346050 Swim Team Agreement	0.00	0.00	10.00	10.00	10.00
351030 City Courts Fines & Forfeitures	177,900.80	0.00	28,855.70	28,855.70	206,756.50
351031 Court Fines Surcharge	6,455.00	0.00	852.50	852.50	7,307.50
351034 Court Administration Costs	822.77	0.00	208.15	208.15	1,030.92
362000 Refunds, Rebates, Dividends	503.53	0.00	0.00	0.00	503.53
365000 Contributions and Donations	3,035.00	0.00	0.00	0.00	3,035.00
366000 Miscellaneous	47,745.10	0.00	112.00	112.00	47,857.10
371010 Investment Earnings	5,701.55	0.00	2,789.87	2,789.87	8,491.42
383000 Interfund Operating Transfer	82,142.50	0.00	76,655.73	76,655.73	158,798.23
Total REVENUE	2,003,436.89	263.10	1,117,061.61	1,116,798.51	3,120,235.40
EXPENDITURES					
410100 LEGISLATIVE SERVICES	79,847.60	24,269.57	0.00	24,269.57	104,117.17
410131 Tree City Program (Tree Board)	15,010.97	5,705.57	0.00	5,705.57	20,716.54
410132 Arbor Day (Tree Board)	1,590.00	0.00	0.00	0.00	1,590.00
410360 CITY COURT	168,639.53	18,374.63	62.00	18,312.63	186,952.16
410365 CITY COURT PROSECUTION	42,033.08	0.00	0.00	0.00	42,033.08

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CITY OF COLUMBIA FALLS
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1000 GENERAL FUND

	Beginning	Debit	Credit	Net Change	Ending Balance
410400 ADMINISTRATIVE SERVICES	54,778.38	4,361.80	235.18	4,126.62	58,905.00
410500 DEPT. OF FINANCE	160,054.48	17,859.60	0.00	17,859.60	177,914.08
410580 Computer Systems & Programs	35,740.36	5,738.85	0.00	5,738.85	41,479.21
411000 PLANNING & ZONING	62,239.18	8,304.33	0.00	8,304.33	70,543.51
411100 LEGAL SERVICES	27,397.53	1,455.50	0.00	1,455.50	28,853.03
411200 FACILITIES ADMINISTRATION	94,782.67	11,886.84	0.00	11,886.84	106,669.51
411800 Employee Asst Program & Flex Plan	1,180.00	0.00	0.00	0.00	1,180.00
420100 LAW ENFORCEMENT SERVICES	1,031,287.22	303,577.79	635.73	302,942.06	1,334,229.28
420400 FIRE PROTECTION & CONTROL	179,140.24	52,183.55	3,046.33	49,137.22	228,277.46
420730 Emergency Medical Services	1,951.66	0.00	0.00	0.00	1,951.66
430200 ROAD & STREET SERVICES	19,686.00	0.00	0.00	0.00	19,686.00
430400 Transit Systems	5,500.00	0.00	0.00	0.00	5,500.00
431200 Flood Control-High Hazard Dam	13,556.72	263.19	0.00	263.19	13,819.91
440600 ANIMAL CONTROL SERVICES	4,250.00	0.00	0.00	0.00	4,250.00
460400 PARK & RECREATION SERVICES	134,518.69	31,705.12	1,964.57	29,740.55	164,259.24
460445 SWIMMING POOL	42,927.24	31,669.77	0.00	31,669.77	74,597.01
490500 Other Debt Service Payments	14,210.71	1,841.72	0.00	1,841.72	16,052.43
510100 SPECIAL ASSESSMENTS	7,895.11	0.00	0.00	0.00	7,895.11
510300 ORDINANCE CODIFICATION/CONSULTANTS	0.00	1,700.00	0.00	1,700.00	1,700.00
510330 Comprehensive Liability Insurance	81,845.50	5,283.79	4,283.79	1,000.00	82,845.50
510620 TERMINATION COSTS	0.00	0.00	0.00	0.00	0.00
521000 INTERFUND OPERATING TRANSFERS OUT	103,000.00	271,841.00	0.00	271,841.00	374,841.00
Total EXPENDITURES	2,383,062.87	798,022.62	10,227.60	787,795.02	3,170,857.89
Revenue less Expenditures Current Month					329,003.49
Revenue less Expenditures Year to Date (					50,622.49)

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CITY OF COLUMBIA FALLS
Revenue/Expenditure Ledger
For the Accounting Period: 6 / 22

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5210 WATER ENTERPRISE FUND

	Beginning	Debit	Credit	Net Change	Ending Balance
REVENUE					
331991 CARES/ARPA GRANT CFDA#21.019/21.027	0.00	0.00	0.00	0.00	0.00
343020 Water Administration Fee	0.00	0.00	0.00	0.00	0.00
343021 Metered Water Sales	652,536.71	73.50	52,968.19	52,894.69	705,431.40
343022 Water Testing Charge - 75-6-108	4,322.00	0.00	0.00	0.00	4,322.00
343024 Sale of Materials, Supplies & Misc.	31,685.78	208.50	7,266.55	7,058.05	38,743.83
343025 Water Permit Fees	800.00	0.00	100.00	100.00	900.00
343026 Water Connection Fees/New	5,245.00	0.00	710.00	710.00	5,955.00
343027 Repairs/Materials & Supplies	16,088.73	0.00	0.00	0.00	16,088.73
343028 Late Charges/Disconnect &	7,759.19	0.00	683.71	683.71	8,442.90
362000 Refunds, Rebates, Dividends	1,286.81	0.00	0.00	0.00	1,286.81
363020 Special Assmts - Bond P&I	0.00	0.00	934.18	934.18	934.18
371010 Investment Earnings	3,942.89	0.00	1,238.69	1,238.69	5,181.58
Total REVENUE	723,667.11	282.00	63,901.32	63,619.32	787,286.43
EXPENDITURES					
430500 Water Operating	421,844.45	56,353.15	0.00	56,353.15	478,197.60
430560 Administration	82,862.41	7,471.33	0.00	7,471.33	90,333.74
430570 Water Customer Accounting &	53,128.30	6,868.52	0.00	6,868.52	59,996.82
490210 Revenue Bonds, Series 2005	15,338.75	15,181.25	0.00	15,181.25	30,520.00
490220 Water Revenue Bonds Series 2020	21,112.50	21,950.00	0.00	21,950.00	43,062.50
510330 Comprehensive Liability Insurance	12,726.25	0.00	0.00	0.00	12,726.25
510400 Depreciation	0.00	0.00	0.00	0.00	0.00
Total EXPENDITURES	607,012.66	107,824.25	0.00	107,824.25	714,836.91
Revenue less Expenditures Current Month (					44,204.93)
Revenue less Expenditures Year to Date					72,449.52

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CITY OF COLUMBIA FALLS
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5310 SEWER ENTERPRISE FUND

	Beginning	Debit	Credit	Net Change	Ending Balance
REVENUE					
331991 CARES/ARPA GRANT CFDA#21.019/21.027	0.00	0.00	0.00	0.00	0.00
334122 DNRC Grant	0.00	0.00	15,000.00	15,000.00	15,000.00
343030 Sewer Administrative Fees	0.00	0.00	0.00	0.00	0.00
343031 Sewer Service Charges	1,004,720.83	0.00	93,070.61	93,070.61	1,097,791.44
343032 Sewer Connection Fees/New	3,225.00	0.00	300.00	300.00	3,525.00
343033 Sewer Permit Fees	1,000.00	0.00	100.00	100.00	1,100.00
343035 Sale of Materials, Supplies & Misc.	773.74	0.00	70.34	70.34	844.08
343038 Disposal Fee Agreements	20,807.71	0.00	5,492.39	5,492.39	26,300.10
362000 Refunds, Rebates, Dividends	2,685.51	0.00	0.00	0.00	2,685.51
363020 Special Assmts - Bond P&I	0.00	0.00	564.66	564.66	564.66
371010 Investment Earnings	5,173.32	0.00	1,664.73	1,664.73	6,838.05
383000 Interfund Operating Transfer	0.00	0.00	0.00	0.00	0.00
Total REVENUE	1,038,386.11	0.00	116,262.73	116,262.73	1,154,648.84
EXPENDITURES					
430600 Sewer Operating	608,185.22	134,584.12	0.00	134,584.12	742,769.34
430610 Sewer Administration	82,859.38	7,471.33	0.00	7,471.33	90,330.71
430670 Sewer Customer Accounting &	53,116.69	6,868.57	0.00	6,868.57	59,985.26
490215 Revenue Bonds, Series 2009	23,843.75	23,645.00	0.00	23,645.00	47,488.75
510330 Comprehensive Liability Insurance	30,526.75	0.00	0.00	0.00	30,526.75
510400 Depreciation	0.00	0.00	0.00	0.00	0.00
Total EXPENDITURES	798,531.79	172,569.02	0.00	172,569.02	971,100.81
Revenue less Expenditures Current Month (					56,306.29)
Revenue less Expenditures Year to Date					183,548.03
Grand Total Revenue less Expenditures Current Month					228,492.27
Grand Total Revenue less Expenditures Year to Date					205,375.06

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Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
1000 GENERAL FUND						
101000 CASH/CASH EQUIVALENTS	69,468.24	915,566.60	181.57	382,384.45	273,476.80	329,355.16
102000 CASH - RESERVE	712,625.00	0.00	0.00	0.00	0.00	712,625.00
102015 Cash-Restricted for	24,183.56	47,545.00	0.00	0.00	0.00	71,728.56
102200 CASH - RESTRICTED DONATIONS	1,000.00	0.00	0.00	0.00	0.00	1,000.00
103000 CASH - CHANGE FUND/PETTY CASH	200.00	0.00	0.00	0.00	0.00	200.00
Total Fund	807,476.80	963,111.60	181.57	382,384.45	273,476.80	1,114,908.72
2100 RESORT TAX						
101000 CASH/CASH EQUIVALENTS	489,791.68	28,661.24	0.00	0.00	0.00	518,452.92
2310 TAX INCREMENT DISTRICT FUND						
101000 CASH/CASH EQUIVALENTS	577,906.70	252,187.57	0.00	38,860.89	0.00	791,233.38
102000 CASH - RESERVE	586,063.00	0.00	0.00	0.00	0.00	586,063.00
Total Fund	1,163,969.70	252,187.57		38,860.89		1,377,296.38
2311 TEDD-INDUSTRIAL PARK						
101000 CASH/CASH EQUIVALENTS	5,927.78	4,407.97	0.00	3,417.07	0.00	6,918.68
102000 CASH - RESERVE	5,642.00	0.00	0.00	0.00	0.00	5,642.00
Total Fund	11,569.78	4,407.97		3,417.07		12,560.68
2312 TEDD - COLUMBIA RISING IND PARK						
101000 CASH/CASH EQUIVALENTS	25,898.40	12,993.73	0.00	0.00	0.00	38,892.13
2372 PERMISSIVE MEDICAL LEVY						
101000 CASH/CASH EQUIVALENTS	41,939.37	89,506.26	0.00	114,603.27	0.00	16,842.36
102000 CASH - RESERVE	10,000.00	0.00	0.00	0.00	0.00	10,000.00
Total Fund	51,939.37	89,506.26		114,603.27		26,842.36
2394 BUILDING CODE ENFORCEMENT FUND						
101000 CASH/CASH EQUIVALENTS	336.34	13,084.14	0.00	0.00	10,140.88	3,279.60
102000 CASH - RESERVE	193,277.00	0.00	0.00	0.00	0.00	193,277.00
Total Fund	193,613.34	13,084.14			10,140.88	196,556.60
2400 SPECIAL LIGHTING DISTRICT FUND						
101000 CASH/CASH EQUIVALENTS	13,042.23	10,594.96	0.00	1,141.33	2,595.83	19,900.03
102000 CASH - RESERVE	9,674.00	0.00	0.00	0.00	0.00	9,674.00
Total Fund	22,716.23	10,594.96		1,141.33	2,595.83	29,574.03
2500 SPECIAL STREET MAINTENANCE DISTRICT FUND						
101000 CASH/CASH EQUIVALENTS	-8,623.36	151,477.73	117.99	28,841.41	63,041.07	51,089.88
102000 CASH - RESERVE	101,034.00	0.00	0.00	0.00	0.00	101,034.00
Total Fund	92,410.64	151,477.73	117.99	28,841.41	63,041.07	152,123.88
2700 CEDAR CREEK TRUST						
101000 CASH/CASH EQUIVALENTS	113,618.93	1,289.67	0.00	20,898.45	926.75	93,083.40
102030 Cash/Investments-Restricted	1,014,937.08	66,611.93	0.00	0.00	0.00	1,081,549.01
Total Fund	1,128,556.01	67,901.60		20,898.45	926.75	1,174,632.41
2820 GAS TAX FUND						
101000 CASH/CASH EQUIVALENTS	40,406.02	8,345.12	781.45	0.00	49,532.45	0.14
2821 Special Road/Street Allocation Program						
101000 CASH/CASH EQUIVALENTS	128,640.09	6,432.00	0.00	0.00	0.00	135,072.09
2917 CRIME VICTIMS ASSISTANCE FUND						
101000 CASH/CASH EQUIVALENTS	0.00	714.15	0.00	0.00	276.50	437.65
2940 CDBG-HOME INVESTMENT PARTNERSHIP PROGRAM GRANT FUND						

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101000 CASH/CASH EQUIVALENTS	143,389.00	0.00	0.00	0.00	0.00	143,389.00
2959 EDA						
101000 CASH/CASH EQUIVALENTS	234,261.44	0.00	0.00	0.00	29,778.74	204,482.70
2991 ARPA of 2021						
101000 CASH/CASH EQUIVALENTS	752,737.92	752,737.91	0.00	0.00	0.00	1,505,475.83
3020 GO Street Improvements						
101000 CASH/CASH EQUIVALENTS	15,687.44	30,117.30	0.00	45,764.96	0.00	39.78
102000 CASH - RESERVE	43,000.00	0.00	0.00	1,696.52	0.00	41,303.48
Total Fund	58,687.44	30,117.30		47,461.48		41,343.26
3534 SID 34 FUND - 5th Avenue Water Main						
101000 CASH/CASH EQUIVALENTS	5,288.05	968.78	0.00	6,256.71	0.00	0.12
102000 CASH - RESERVE	300.93	0.00	0.00	171.86	0.00	129.07
Total Fund	5,588.98	968.78		6,428.57		129.19
3536 SID 36 FUND - Talbott & 4th Avenue Water Main						
101000 CASH/CASH EQUIVALENTS	2,416.90	1,441.92	0.00	3,614.74	0.00	244.08
102000 CASH - RESERVE	1,049.47	0.00	0.00	0.00	0.00	1,049.47
Total Fund	3,466.37	1,441.92		3,614.74		1,293.55
3538 SID 38 FUND - Riverwood						
101000 CASH/CASH EQUIVALENTS	1,192.48	13,202.91	0.00	2,556.72	0.00	11,838.67
102010 CASH - SID RESTRICTED BOND	17,000.00	0.00	0.00	0.00	0.00	17,000.00
Total Fund	18,192.48	13,202.91		2,556.72		28,838.67
4000 CAPITAL PROJECTS FUND - Building Improvements						
101000 CASH/CASH EQUIVALENTS	71,573.03	150.74	0.00	0.00	0.00	71,723.77
102000 CASH - RESERVE	84,925.00	0.00	0.00	0.00	0.00	84,925.00
Total Fund	156,498.03	150.74				156,648.77
4010 CAPITAL PROJECTS FUND - Parks Improvements						
101000 CASH/CASH EQUIVALENTS	109,144.96	281.82	504.45	0.00	90,550.49	19,380.74
102000 CASH - RESERVE	273,494.00	0.00	0.00	0.00	0.00	273,494.00
Total Fund	382,638.96	281.82	504.45		90,550.49	292,874.74
4020 CAPITAL PROJECTS FUND - General Equipment						
101000 CASH/CASH EQUIVALENTS	42,383.59	318.80	0.00	0.00	0.00	42,702.39
102000 CASH - RESERVE	288,598.00	0.00	0.00	0.00	0.00	288,598.00
Total Fund	330,981.59	318.80				331,300.39
4040 CAPITAL PROJECTS FUND - Street Construction						
101000 CASH/CASH EQUIVALENTS	376,735.63	305,876.36	0.00	0.00	7,967.51	674,644.48
102016 CASH-RESTRICTED RR STREET	154,000.00	0.00	0.00	33,270.00	0.00	120,730.00
Total Fund	530,735.63	305,876.36		33,270.00	7,967.51	795,374.48
5210 WATER ENTERPRISE FUND						
101000 CASH/CASH EQUIVALENTS	409,054.06	64,507.95	0.00	345.65	91,747.67	381,468.69
102222 CASH - Bond Reserve, 2005	35,308.00	0.00	0.00	0.00	0.00	35,308.00
102223 CASH - Bond Reserve, 2020	21,863.00	0.00	0.00	0.00	0.00	21,863.00
102230 CASH - Surplus Capital	261,733.25	0.00	0.00	0.00	0.00	261,733.25
102240 CASH - Replacement &	586,754.00	0.00	0.00	0.00	0.00	586,754.00
103000 CASH - CHANGE FUND/PETTY CASH	150.00	0.00	0.00	0.00	0.00	150.00
Total Fund	1,314,862.31	64,507.95		345.65	91,747.67	1,287,276.94
5211 WATER CAPITAL EXPANSION						

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102230 CASH - Surplus Capital	351,736.23	9,910.47	0.00	0.00	0.00	361,646.70
5310 SEWER ENTERPRISE FUND						
101000 CASH/CASH EQUIVALENTS	514,249.55	97,893.57	74.29	19.35	133,999.90	478,198.16
102225 Cash-Bond Reserve - 2009 Series	72,111.25	0.00	0.00	0.00	0.00	72,111.25
102230 CASH - Surplus Capital	313,893.54	0.00	0.00	0.00	0.00	313,893.54
102235 CASH - Restricted WWTP	481,734.52	0.00	0.00	0.00	0.00	481,734.52
102240 CASH - Replacement &	383,940.00	0.00	0.00	0.00	0.00	383,940.00
103000 CASH - CHANGE FUND/PETTY CASH	150.00	0.00	0.00	0.00	0.00	150.00
Total Fund	1,766,078.86	97,893.57	74.29	19.35	133,999.90	1,730,027.47
5311 SEWER CAPITAL EXPANSION						
102230 CASH - Surplus Capital	1,185,169.10	10,832.46	0.00	0.00	0.00	1,196,001.56
7120 FIRE RELIEF DISABILITY/PENSION FUND						
101000 CASH/CASH EQUIVALENTS	808.36	20,811.84	0.00	2,136.46	19,483.74	0.00
7196 FLEXIBLE SPENDING ACCOUNT						
105100 Amount held by Flex Plan	6,075.54	1,349.37	0.00	0.00	0.00	7,424.91
7910 PAYROLL FUND						
101000 CASH/CASH EQUIVALENTS	35,778.15	1,436.00	227,237.55	228,004.21	0.00	36,447.49
7930 CLAIMS FUND						
101000 CASH/CASH EQUIVALENTS	7,525.86	0.00	544,621.03	329,490.81	0.00	222,656.08
Totals	11,442,200.31	2,921,256.27	773,518.33	1,243,474.86	773,518.33	13,119,981.72

*** Transfers In and Transfers Out columns should match, with the following exceptions:

- 1) Cancelled electronic checks increase the Transfers In column. Disbursed column will be overstated by the same amount and will not balance to the Redeemed Checks List.
- 2) Payroll Journal Vouchers including local deductions with receipt accounting will reduce the Transfers Out column by the total amount of these checks.

**CITY OF COLUMBIA FALLS
CORRESPONDENCE LIST
COUNCIL MEETING
September 19, 2022**

09/09/22 Letter from DEQ – Noncompliance Report for City of Columbia Falls, Pollutant Discharge Elimination System (MPDES) Permit No. MT0020036: City of Columbia Falls Wastewater Treatment Plant.