



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

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

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**CITY COUNCIL REGULAR MEETING  
AGENDA  
MONDAY, MAY 06, 2024  
COUNCIL CHAMBERS CITY HALL**

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**FINANCE COMMITTEE – 6:30 P.M**

(Barnhart, Shepard, King)

Contact City Clerk Barb Staland for virtual meeting registration information no later than 6:00 PM the day of the meeting by calling (406) 892-4391 or email: [staalandb@cityofcolumbiafalls.com](mailto:staalandb@cityofcolumbiafalls.com)

**REGULAR MEETING – 7:00 P.M.**

**CALL TO ORDER**

**ROLL CALL**

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF AGENDA**

**CONSENT AGENDA:**

- [1.](#) Approval of Claims - \$168,607.28 - May 6, 2024
- [2.](#) Approval of Payroll Claims - \$166,735.83 - April 26, 2024
- [3.](#) Approval of Regular City Council Meeting Minutes - April 15, 2024
- [4.](#) Approval of Special Council Meeting Minutes - April 29, 2024
- [5.](#) Approval of Special Meeting Minutes - Candidate Interview - April 17, 2024
- [6.](#) Approval of Amended HOME Grant Agreement - DOC - #MT-HOME-HBA-23-01A and authorize City Manager to execute
- [7.](#) Approval of 2024 Swim Team Memorandum of Agreement and Authorize City Manager to execute.
- [8.](#) Approval of Agreement - Waste Disposal - Pop-A-Squat and authorize City Manager to Execute
- [9.](#) Approval of Agreement -Waste Disposal - Peewee's and authorize City Manager to execute

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

**PRESENTATION:**

**Montana Department of Transportation update on current road projects in the City/County and shared projects/issues**

**APPOINTMENTS:**

- [10.](#) Police Commission Appointment - Sean Murphy - 3-year term thru May 2027

**NOTICE OF PUBLIC HEARINGS/PUBLIC HEARINGS:**

**11. Notice of Public Hearing - City Planning Commission - Tuesday May 9, 2024:**

The City Planning Commission will hold a public hearing on Thursday, May 9, 2024, for the purpose of receiving public comments on the proposed Public Participation Plan. The Public Participation Plan establishes the framework detailing the City’s commitment to public involvement throughout the process of adoption, amendment, modification, or rejection of any future land use plans, zoning, or subdivision regulations. The Public Participation Plan is the beginning of the process to comply with the Montana Land Use Planning Act (MLUPA), commonly referred to as SB 382, codified in Title 76, Chapter 25, M.C.A which creates a comprehensive update to Montana’s land use regulations. The proposed Public Participation Plan follows the recommended template provided by the MT Department of Commerce and the League of Cities and Towns.

(See attached document for Public Hearing Notice)

**UNFINISHED BUSINESS:**

- [12.](#) Approval of Apparatus Sales Agreement as revised by City Attorney and authorize City Manager to execute

**NEW BUSINESS:**

- [13.](#) Approval of Park Use Request - Change in Hours of Use - 12:00 am (midnight) - Chamber Movie Nights
- [14.](#) Review and Approval of First Amendment to Interlocal Agreement - Flathead County
- [15.](#) Approval of Letter of Support - Lakeside Groundwater Discharge Permit

**REPORTS / BUSINESS FROM MAYOR & COUNCIL**

- [16.](#) Letter of Comment - EPA

**CITY MANAGER REPORT**

Project Updates

Set Schedule for Preliminary Budget Priorities with Committees: Parks, Public Works and Public Safety

**CITY ATTORNEY REPORT**

**MISCELLANEOUS**

[17.](#) Fire Department - April Activity

[18.](#) Correspondence

**ADJOURN**

Next Scheduled Meetings:

City Council – Regular Meeting, **Monday, May 20, 2024**– 7:00 PM

Planning Board – TBD

City Planning Commission - Thursday, May 9, 2024 - 6:00 PM

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CITY OF COLUMBIA FALLS  
Claim Approval List  
For the Accounting Period: 5/24

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\* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
*** Claim from another period ( 4/24) ****									
45741		3238 360 OFFICE SOLUTIONS	638.02						
	1390326-0	04/15/24 FIN-INDEX BINDER A-Z TABS	16.16			1000 410500	210		101000
	1389319-0	04/15/24 PD-9X12 ENVELOPE CATALOG	42.24*			1000 420100	210		101000
	1389748-0	04/15/24 PRKS-TRASH LINERS	165.02			1000 460400	220		101000
	1389317-0	04/15/24 PD-9X12 ENEVELOPE CATALOG	42.24*			1000 420100	210		101000
	1394958-0	04/24/24 FIN-COPY PAPER	79.75			1000 410500	210		101000
	1394958-0	04/24/24 WTR-COPY PAPER	79.75			5210 430500	210		101000
	1394958-0	04/24/24 SWR-COPY PAPER	79.75			5310 430600	210		101000
	1394955-0	04/25/24 PD- LASER JET TONER 204A	65.55*			1000 420100	210		101000
	1395252-0	04/25/24 FIN- 11X17 COPY PAPER	22.52			1000 410500	210		101000
	1395252-0	04/25/24 WTR- 11X17 COPY PAPER	22.52			5210 430500	210		101000
	1395252-0	04/25/24 SWR- 11X17 COPY PAPER	22.52			5310 430600	210		101000
		Total for Vendor:	638.02						
*** Claim from another period ( 4/24) ****									
45771		3112 406 CLEANING OF COLUMBIA FALLS	3,400.00						
	376	04/25/24 FAC-APRIL JANITORIAL SERVICE	3,400.00			1000 411200	399		101000
		Total for Vendor:	3,400.00						
*** Claim from another period ( 4/24) ****									
45774		999999 ABBY KILGORE	230.02						
	042424	04/24/24 WATER DEPOSIT REFUND KILGORE	230.02			5210 214010			101000
		Total for Vendor:	230.02						
*** Claim from another period ( 4/24) ****									
45800		999999 BEARGRASS GIFT AND DRUG LLC	227.36						
	BEARGRASS GIFT AND DRUG LLC	04/30/2024 04/30/26 WTR DEPOSIT BEARGRASS GIFT	227.36			5210 214010			101000
		Total for Vendor:	227.36						
45811		999999 BEN FOSS	223.02						
	04/30/2024	04/30/26 WTR DEPOSIT REFUND FOSS	223.02			5210 214010			101000
		Total for Vendor:	223.02						
45833		999999 BRADEN COMER	206.59						
	05/02/24	05/02/24 WTR DEPOSIT REFUND COMER	206.59			5210 214010			101000
		Total for Vendor:	206.59						

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*** Claim from another period ( 4/24) ****									
45792		999999 BRADLEY MACLACHLAN	150.55						
		MACLACHLAN, BRADLEY							
	04/25/2024	04/25/26 WATER DEPOSIT REFUND MACLA	150.55			5210 214010			101000
		Total for Vendor:	150.55						
45824		1700 BRECK LAW OFFICE, PC	8,215.47						
		JUNE FEES							
	050124	05/01/24 LGL-FEES JUNE	2,013.18*			1000 411100	350		101000
	050124	05/01/24 CITY COURT JUNE	4,103.48*			1000 410365	350		101000
	050124	05/01/24 WTR-FEES JUNE	661.52*			5210 430500	350		101000
	050124	05/01/24 SWR-FEES JUNE	661.52*			5310 430600	350		101000
	050124	05/01/24 PLG/ZONING JUNE	330.76*			1000 411000	350		101000
	050124	05/01/24 PD-FEES JUNE	133.71			1000 420100	399		101000
	050124	05/01/24 WTR-FEES JUNE	29.71*			5210 430500	357		101000
	050124	05/01/24 SWR-FEES JUNE	43.93*			5310 430600	357		101000
	050124	05/01/24 STRS-FEES JUNE	59.42*			2500 430200	399		101000
	050124	05/01/24 LGL-ADD'L FEES JUNE	178.24*			1000 411100	350		101000
		Total for Vendor:	8,215.47						
*** Claim from another period ( 4/24) ****									
45803		999999 CAITLIN SULLIVAN	191.04						
	04/30/2024	04/30/26 WTR DEPOSIT REFUND MCCOURT	191.04			5210 214010			101000
		Total for Vendor:	191.04						
*** Claim from another period ( 4/24) ****									
45755		1260 CARQUEST AUTO PARTS	56.08						
	15651-5008	04/23/24 STR-ENGINE OIL/5QT MT	56.08			2500 430200	231		101000
		Total for Vendor:	56.08						
*** Claim from another period ( 4/24) ****									
45761		3028 CENTURYLINK - BUSINESS SERVICES	345.92						
	684634615	04/16/24 COMP-3/16/24-4/15/24	345.89			1000 410580	345		101000
	684788598	04/20/24 LONG DISTANCE	0.03			1000 410580	345		101000
		Total for Vendor:	345.92						
*** Claim from another period ( 4/24) ****									
45807		999999 CHARLOTTE BRELAND	217.43						
	04/30/2024	04/30/26 WTR DEPOSIT REFUND BRELAND	217.43			5210 214010			101000
		Total for Vendor:	217.43						

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*** Claim from another period ( 4/24) ****									
45756	E	2852 CHARTER COMMUNICATIONS	314.95						
		040124 04/01/24 PD-INTERNET 04/01/24-04/30/24	159.98			1000 420100	345		101000
		040624 04/06/24 SWR-INTERNET04/06/24-05/05/24	154.97			5310 430600	345		101000
		Total for Vendor:	314.95						
*** Claim from another period ( 4/24) ****									
45763		14 CITY OF COLUMBIA FALLS	414.20						
		042424 04/24/24 FAC-3/18/24-4/17/24	113.14			1000 411200	342		101000
		042424 04/24/24 FD-3/18/24-4/17/24	33.26			1000 420400	342		101000
		042424 04/24/24 PRKS-3/18/24-4/17/24	41.60			1000 460400	342		101000
		042424 04/24/24 STRS-3/18/24-4/17/24	96.79			2500 430200	342		101000
		042424 04/24/24 WTR-3/18/24-4/17/24	47.40			5210 430500	342		101000
		042424 04/24/24 SWR-3/18/24-4/17/24	82.01			5310 430600	342		101000
		Total for Vendor:	414.20						
45823		3173 CIVICPLUS, LLC	2,480.00						
		WEB OPEN PLATFORM MAINTENANCE AND PREMIUM WEB OPEN ANNUAL							
		300552 05/01/24 COMP-MAINTENANCE/ANNUAL	2,480.00			1000 410580	355		101000
		Total for Vendor:	2,480.00						
45837		776 COL.FALLS VOLUNTEER FIRE	29,014.31						
		050324 05/03/24 STATE INSURANCE PREMIUM	22,307.00			7120 212520			101000
		050324 05/03/24 STATE ENTITLEMENT 3RD Q	2,228.75			7120 212520			101000
		050324 05/03/24 JAN TAXES FROM CO TREAS(DEC)	4,255.51			7120 212520			101000
		050324 05/03/24 JAN P&I FROM CO TREAS(DEC)	12.82			7120 212520			101000
		050324 05/03/24 INT POSTED ON BAL HELD BY CITY	210.23			7120 212520			101000
		Total for Vendor:	29,014.31						
45832		2962 CURTIS, KRISTI	920.01						
		050224 05/02/24 CRT-2024 COURT CONFERENCE	670.02			1000 410360	380		101000
		032824 03/28/24 CRT-(COSTCO)PAPER SHREDDER	249.99			1000 410360	212		101000
		Total for Vendor:	920.01						
*** Claim from another period ( 4/24) ****									
45752		3026 DAILY INTER LAKE	989.60						
		no. 30230 amended-wwtp bid							
		000021176 04/07/24 SWR-NO.30230 AMENDED WWTP B	989.60			5310 430600	930		101000

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		*** Claim from another period ( 4/24) ****							
45776		3026 DAILY INTER LAKE	147.07						
	00022032	04/21/24 NO.30288 NPH-MAY 9TH	147.07			1000 411000	331		101000
		Total for Vendor:	1,136.67						
45815		999999 DANIELLE FORESTER	168.85						
	04/30/2024	04/30/26 WTR DEPOSIT REFUND FORESTE	168.85			5210 214010			101000
		Total for Vendor:	168.85						
		*** Claim from another period ( 4/24) ****							
45786		999999 DANNY VALENTINE	174.87						
	04/25/2024	04/25/26 WATER DEPOSIT REFUND VALEN	174.87			5210 214010			101000
		Total for Vendor:	174.87						
		*** Claim from another period ( 4/24) ****							
45779		999999 DARLA PARTIDA	180.36						
	042624	04/26/24 WATER DEPOSIT REFUND PARTIDA	180.36			5210 214010			101000
		Total for Vendor:	180.36						
45814		999999 DAVID IVERSON	226.95						
	04/30/2024	04/30/26 WTR DEPOSIT REFUND IVERSON	226.95			5210 214010			101000
		Total for Vendor:	226.95						
		*** Claim from another period ( 4/24) ****							
45781		999999 DAVID KING	226.33						
	042626	04/26/26 WATER DEPOSIT REFUND KING	226.33			5210 214010			101000
		Total for Vendor:	226.33						
45834		999999 DENNIS W. STARK	880.01						
		CITY MANAGER CANDIDATE TRAVEL REIMBURSEMENT.							
	050224	05/02/24 TRAVEL REIMBURSEMENT	880.01			1000 410100	390		101000
		Total for Vendor:	880.01						
		*** Claim from another period ( 4/24) ****							
45740		1797 DEPARTMENT OF ADMINISTRATION	44.80						
	SITSD52077	04/23/24 PD-ITSD/EMAIL 3/1/24-3/31-	44.80			1000 420100	355		101000
		Total for Vendor:	44.80						

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*** Claim from another period ( 4/24) ****									
45808		3230 DEX IMAGING LLC	1,020.00						
	AR11192967	04/25/24 PD-SHARP/MX-M365N CONTRACT	1,020.00			1000 420100	363		101000
		Total for Vendor:	1,020.00						
*** Claim from another period ( 4/24) ****									
45802		999999 FAWN MCCOURT	213.99						
	04/30/2024	04/30/26 WTR DEPOSIT REFUND MCCOURT	213.99			5210 214010			101000
		Total for Vendor:	213.99						
*** Claim from another period ( 4/24) ****									
45742		438 FERGUSON WATERWORKS	13,684.62						
	0885359	04/10/24 METER BYPASS & GSKTS	73.94			5210 430500	230		101000
	0880882	04/10/24 HYDRANT PARTS	10,356.96			5210 430500	240		101000
	0884801	04/10/24 1.5 OMNI READ IN 1000 GALL	2,099.82			5210 430500	230		101000
	0884798	04/19/24 3 AIR & VAC VLV	939.76			5210 430500	240		101000
	0879682-1	04/17/24 PRORATED METERS	214.14			5210 430500	230		101000
		Total for Vendor:	13,684.62						
*** Claim from another period ( 4/24) ****									
45783		3104 FIRST CALL COMPUTER SOLUTIONS,	1,800.00						
	96358	05/01/24 COMP-MAY IT SERVICES	1,800.00			1000 410580	355		101000
45831		3104 FIRST CALL COMPUTER SOLUTIONS,	58.80						
	96741	04/30/24 MONTHLY MICROSOFT NCE SUBSCRIP	58.80			1000 410580	355		101000
		Total for Vendor:	1,858.80						
*** Claim from another period ( 4/24) ****									
45804		1892 FLATHEAD COUNTY	75.00						
JEANINE MARIE GALUSHA & TREY SCOTT VAN PELT									
GLENNS ADD PH 2 LOT 33 183020									
	6293	04/26/24 OWNERSHIP LIST-GALUSHA/VANPELT	75.00			1000 411000	390		101000
		Total for Vendor:	75.00						
*** Claim from another period ( 4/24) ****									
45739		2569 FLATHEAD COUNTY OES - FECC	274.75						
	20241004-0	04/10/24 HYDROCARBON ABSORBENT	274.75			1000 420400	220		101000
		Total for Vendor:	274.75						



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45829		663 FLATHEAD COUNTY SOLID WASTE	2,592.04						
	13604	04/30/24 SWR-SLUDGE HAUL 04/01-04/30	2,592.04			5310 430600	395		101000
		Total for Vendor:	2,592.04						
45821		24 FLATHEAD COUNTY TREASURER	886.50						
	05/01/24	05/01/24 CRT-TECH SUR 04/24	420.00			1000 212201			101000
	05/01/24	05/01/24 CRT-LEA/CRIM CONV SURCHRG 4/	466.50			1000 212201			101000
		Total for Vendor:	886.50						
		*** Claim from another period ( 4/24) ****							
45795		999999 GLACIER FAMILY CHIROPRACTIC &	215.03						
		GLACIER FAMILY CHIROPRACTIC & WELLNESS							
	04/29/2024	04/29/26 WTR DEPOSIT GLACIER FAMILY	215.03			5210 214010			101000
		Total for Vendor:	215.03						
45828		999999 GLENN GREENWOOD	170.37						
	05/01/24	05/01/24 WTR DEPOSIT REFUND GREENWOOD	170.37			5210 214010			101000
		Total for Vendor:	170.37						
		*** Claim from another period ( 4/24) ****							
45778		3113 GLOBAL ARCHIVES INC	166.32						
	2023971	04/25/24 WTR-MONTHLY STORAGE AS BUILTS	83.16*			5210 430500	363		101000
	2023971	04/25/24 SWR-MONTHLY STORAGE AS BUILTS	83.16*			5310 430600	363		101000
		Total for Vendor:	166.32						
		*** Claim from another period ( 4/24) ****							
45809		999999 HAILEY CRAIG	221.39						
	04/30/2024	04/30/26 WTR DEPOSIT REFUND CRAIG	221.39			5210 214010			101000
		Total for Vendor:	221.39						
		*** Claim from another period ( 4/24) ****							
45758		2806 HANSON'S HARDWARE	33.98						
	609941	04/09/24 WTR-WATER HTR PARTS	33.98			5210 430500	240		101000
		Total for Vendor:	33.98						
		*** Claim from another period ( 4/24) ****							
45745		1659 HIGH COUNTRY LINEN SUPPLY	299.48						
	0589840	04/22/24 FAC-CITY HALL, POLC, CRT, FIN	262.74			1000 411200	224		101000
	0589841	04/22/24 FAC-FIRE HALL	36.74			1000 411200	224		101000
		Total for Vendor:	299.48						

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			*** Claim from another period ( 4/24) ****							
45769		3243 IIA LIFTING SERVICES, INC.	1,404.00							
	INDI79581	04/18/24 SAFETY INSPECTION ON UNIT	1,404.00			1000 420400	361		101000	
		Total for Vendor:	1,404.00							
			*** Claim from another period ( 4/24) ****							
45738		3229 INTERPRETERS UNLIMITED	43.75							
	382729	03/18/24 CRT-INTERPRETERS 3/18/24	43.75			1000 410360	399		101000	
		Total for Vendor:	43.75							
45817		999999 JAMES ZUFELT	222.63							
	04/30/2024	04/30/26 WTR DEPOSIT REFUND ZUFELT	222.63			5210 214010			101000	
		Total for Vendor:	222.63							
			*** Claim from another period ( 4/24) ****							
45797		999999 JARED GERDRUM	266.52							
	04/29/2024	04/29/26 WATER DEPOSIT REFUND GERDR	266.52			5210 214010			101000	
		Total for Vendor:	266.52							
			*** Claim from another period ( 4/24) ****							
45787		999999 JARROD CALABRESE	222.01							
	04/25/2024	04/25/26 WATER DEPOSIT REFUND CALAB	222.01			5210 214010			101000	
		Total for Vendor:	222.01							
45835		1290 KROGER COMPANY	27.45							
	030650	11/07/23 COUNCIL-MEET AND GREET-MANAGER	27.45			1000 410100	220		101000	
		Total for Vendor:	27.45							
			*** Claim from another period ( 4/24) ****							
45736		1080 LES SCHWAB TIRE CENTER	291.88							
	9050056901	04/15/24 PD-WINTER CHNG OVR 2020 DU	99.96			1000 420100	361		101000	
	9050056893	04/15/24 PD-WINTER CHNG OVR 23 CHAR	91.96			1000 420100	361		101000	
	9050057185	05/02/24 FD-WINTER CHG 2010 FORD PI	99.96			1000 420400	361		101000	
		Total for Vendor:	291.88							
45826		999999 LINDA WILBER	223.86							
	05/01/24	05/01/24 WTR DEPOSIT REFUND WILBER	223.86			5210 214010			101000	
		Total for Vendor:	223.86							

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45816		999999 LINSAY KINDRED	223.86						
	04/30/2024	04/30/26 WTR DEPOSIT REFUND KINDRED	223.86			5210 214010			101000
		Total for Vendor:	223.86						
		*** Claim from another period ( 4/24) ****							
45780		999999 LISA SCHABACH	169.04						
	042626	04/26/26 WATER DEPOSIT REFUND SCHABACH	169.04			5210 214010			101000
		Total for Vendor:	169.04						
		*** Claim from another period ( 4/24) ****							
45753		162 LOGAN HEALTH - WHITEFISH	1,122.00						
	040424	04/04/24 PD-EVIDENCE	1,101.00			1000 420100	390		101000
	041424	04/14/24 PD-EVIDENCE	21.00			1000 420100	390		101000
		Total for Vendor:	1,122.00						
45818		999999 LYNDA MEDHUS	215.84						
	04/30/2024	04/30/26 WTR DEPOSIT REFUND MEDHUS	215.84			5210 214010			101000
		Total for Vendor:	215.84						
		*** Claim from another period ( 4/24) ****							
45798		999999 MADONNA & JOHN MCDONALD	189.10						
	04/29/2024	04/29/26 WATER DEPOSIT REFUND MCDON	189.10			5210 214010			101000
		Total for Vendor:	189.10						
		*** Claim from another period ( 4/24) ****							
45794		999999 MAHAILA GLASCOE	132.51						
	04/25/2024	04/25/26 WATER DEPOSIT REFUND GLASC	132.51			5210 214010			101000
		Total for Vendor:	132.51						
45819		3244 MANN TRAILER SALES	2,980.00						
		PARKS - ECHO 7'X14' UTILITY TRAILER							
	050124	05/01/02 PRKS-7'X14' UTILITY TRAILER	2,980.00			1000 460400	212		101000
		Total for Vendor:	2,980.00						
		*** Claim from another period ( 4/24) ****							
45799		999999 MATT APPLGATE	223.39						
	04/30/2024	04/30/26 WATER DEPOSIT REFUND APPLE	223.39			5210 214010			101000
		Total for Vendor:	223.39						

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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
*** Claim from another period ( 4/24) ****									
45760		999999 MEADOW LAKE DEVELOPMENT CORP.	887.48						
	042424	04/24/24 REFUND OVER CHARGE ON SWR PIFS	887.48			5311 102230			101000
		Total for Vendor:	887.48						
*** Claim from another period ( 4/24) ****									
45827		999999 MELANIE STIENECKER	223.25						
	05/01/24	05/01/24 WTR DEPOSIT REFUND STIENECKE	223.25			5210 214010			101000
		Total for Vendor:	223.25						
*** Claim from another period ( 4/24) ****									
45782		999999 MICHAEL KLASSEN	216.64						
	042626	04/26/26 WATER DEPOSIT REFUND KLASSEN	216.64			5210 214010			101000
		Total for Vendor:	216.64						
*** Claim from another period ( 4/24) ****									
45785		999999 MICHAEL MCNIFF	217.69						
	BENNETT FRAN LOU LLC								
	04/26/2024	04/26/26 WATER DEPOSIT REFUND MCNIF	217.69			5210 214010			101000
		Total for Vendor:	217.69						
*** Claim from another period ( 4/24) ****									
45734		103 MONTANA LAW ENFORCEMENT ACADEMY	925.00						
	24101	04/10/24 PD-LEQ APRIL 2024	125.00			1000 420100	380		101000
	24119	04/17/24 PD-SFST 04/08-04/12	800.00			1000 420100	380		101000
		Total for Vendor:	925.00						
*** Claim from another period ( 4/24) ****									
45784		3119 MONTANA TRUCK WORKS, LLC	2,302.37						
	211684	04/25/24 FD-HYDRAULIC LEAK	2,302.37			1000 420400	361		101000
		Total for Vendor:	2,302.37						
*** Claim from another period ( 4/24) ****									
45735		3241 MOTION INDUSTRIES, INC.	83.11						
	00037616	04/11/24 SWR-SCREEN PARTS	83.11			5310 430600	240		101000
		Total for Vendor:	83.11						
*** Claim from another period ( 4/24) ****									
45754		2707 MOUNTAIN ALARM	120.75						
	ALARM MONITORING SERVICES MAY 2024								
	4578567	05/01/24 FAC-CITY HALL MAY 24	57.35			1000 411200	366		101000
	4577637	05/01/24 FAC-FD MAY 24	63.40			1000 411200	366		101000
		Total for Vendor:	120.75						

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		*** Claim from another period ( 4/24) ****							
45770		3234 MQS, INC.	47,112.00						
	008KLMB24M	04/12/14 STRS-MATERIALS POLE BARN	47,112.00			4000 430200	930		101000
		Total for Vendor:	47,112.00						
		*** Claim from another period ( 4/24) ****							
45762		52 NAPA AUTO PARTS	65.67						
	075734	03/18/24 SWR-ARMORALL	5.69*			5310 430600	220		101000
	078365	04/15/24 SWR-OIL FILTER	4.00			5310 430600	232		101000
	079097	04/22/24 FD-WIPERS FOR 401	55.98			1000 420400	232		101000
		Total for Vendor:	65.67						
		*** Claim from another period ( 4/24) ****							
45766		999999 NATHAN CANO	154.40						
	042424	04/24/24 WATER DEPOSIT REFUND CANO. N	154.40			5210 214010			101000
		Total for Vendor:	154.40						
		*** Claim from another period ( 4/24) ****							
45789		999999 NATHAN FLOREZ	80.47						
	04/25/2024	04/25/26 WATER DEPOSIT REFUND FLORE	80.47			5210 214010			101000
		Total for Vendor:	80.47						
45836		2002 NORTHWEST PARTS & EQUIPMENT &	3,489.28						
	C726629-01	04/18/24 STR- GUTTER BROOM	980.00			2500 430200	232		101000
	C726247-01	04/10/24 STR- CUTTING EDGES FOR V-P	2,509.28			2500 430200	232		101000
		Total for Vendor:	3,489.28						
		*** Claim from another period ( 4/24) ****							
45750		2816 O'REILLY AUTO PARTS	43.92						
	4774-47155	04/23/24 PD-CAPSULE	43.92			1000 420100	232		101000
		Total for Vendor:	43.92						
		*** Claim from another period ( 4/24) ****							
45747		3085 ORTHOPEDIC REHAB INC	200.00						
	R. ROSS PHYSICAL	83144 04/15/24 PRKS-R ROSS PHYSCIAL	200.00			1000 460400	390		101000
		Total for Vendor:	200.00						
		*** Claim from another period ( 4/24) ****							
45793		999999 PATRICIA BEAUCHAMP	188.31						
	04/25/2024	04/25/26 WATER DEPOSIT REFUND BEAUC	188.31			5210 214010			101000
		Total for Vendor:	188.31						

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			*** Claim from another period ( 4/24) ****						
45777		2932 PIONEER CHEMICAL SUPPLY LLC	11,918.07						
	13659	04/22/24 POOL-ACCU TABS/MAGIC ACID/STAB	11,918.07*			1000 460445	221		101000
		Total for Vendor:	11,918.07						
			*** Claim from another period ( 4/24) ****						
45764		3192 POP A SQUAT PORTABLES	950.00						
	15899	04/24/24 PRKS-10 PORTA POTTIES	950.00			1000 460400	399		101000
		Total for Vendor:	950.00						
45825		66 POSTMASTER	150.00						
	050224	05/02/24 FD-PO BOX 1816 ANNUAL FEE	150.00			1000 420400	310		101000
		Total for Vendor:	150.00						
			*** Claim from another period ( 4/24) ****						
45788		999999 ROGIN KIM	200.11						
	04/25/2024	04/25/26 WATER DEPOSIT REFUND KIM	200.11			5210 214010			101000
		Total for Vendor:	200.11						
			*** Claim from another period ( 4/24) ****						
45791		999999 RONALD PRICE	204.20						
	04/25/2024	04/25/26 WATER DEPOSIT REFUND PRICE	204.20			5210 214010			101000
		Total for Vendor:	204.20						
			*** Claim from another period ( 4/24) ****						
45810		999999 RYAN SCHOECH	175.04						
	04/30/2024	04/30/26 WTR DEPOSIT REFUND SCHOECH	175.04			5210 214010			101000
		Total for Vendor:	175.04						
			*** Claim from another period ( 4/24) ****						
45768		1042 SANDS SURVEYING, INC.	2,073.75						
	38445	04/23/24 P/Z-ROUTINE SRVS 3/18-4/18	2,073.75			1000 411000	399		101000
		Total for Vendor:	2,073.75						
			*** Claim from another period ( 4/24) ****						
45796		999999 SHAE MCDONALD	206.52						
	04/29/2024	04/29/26 WATER DEPOSIT REFUND MCDON	206.52			5210 214010			101000
		Total for Vendor:	206.52						
			*** Claim from another period ( 4/24) ****						
45772		999999 SHANE THRASHER	239.47						
	042424	04/25/24 WATER DEPOSIT REFUND THRASHER.	239.47			5210 214010			101000
		Total for Vendor:	239.47						

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*** Claim from another period ( 4/24) ****									
45744		2755 SHERWIN-WILLIAMS CO	83.99						
	5689-5	04/18/24 STRS-WASHEDRECYC WHT 40LB	83.99			2500 430200	220		101000
		Total for Vendor:	83.99						
*** Claim from another period ( 4/24) ****									
45805		3166 SOBCZAK, CALEB	92.66						
		2022 HONDA PASSPORT							
		CALEB PAID WITH HIS OWN CREDIT CARD							
	196275	04/29/24 FIN-OIL CHANGE-REIMBURSE	23.16			1000 410500	390		101000
	196275	04/29/24 WTR-OIL CHANGE- REIMBURSE	23.16			5210 430500	361		101000
	196275	04/29/24 SWR-OIL CHANGE- REIMBURSE	23.16			5310 430600	361		101000
	196275	04/29/24 PLN/ZON-OIL CHANGE-REIMBURSE	23.18			1000 411000	390		101000
		Total for Vendor:	92.66						
*** Claim from another period ( 4/24) ****									
45749		2746 SPIRIT DOCUMENT SERVICES	200.00						
	042224	04/22/24 FIN-DISPOSE CONFIDENTIAL RCRDS	66.67			1000 410500	390		101000
	042224	04/22/24 WTR-DISPOSE CONFIDENTIAL RCRDS	66.67			5210 430500	390		101000
	042224	04/22/24 SWR-DISPOSE CONFIDENTIAL RCRDS	66.66*			5310 430600	390		101000
		Total for Vendor:	200.00						
*** Claim from another period ( 4/24) ****									
45806		3124 STUFFLEBEEM, WAYNE	254.68						
		MLEA TRAINING 04/22/24-04/26/24 Firearms innstructors course							
	043024	04/30/24 PD-MEALS/MILEAGE TRAINING	254.68			1000 420100	380		101000
		Total for Vendor:	254.68						
*** Claim from another period ( 4/24) ****									
45801		862 SUCCESSFUL SIGNS AND AWARDS	36.00						
		PLANNING NAME PLATES							
	11419	04/25/24 PLG- NAME PLATE- DULCIE BERUBE	18.00*			1000 411000	210		101000
	11419	04/25/24 PLG- NAME PLATE- MARK JOHNSON	18.00*			1000 411000	210		101000
		Total for Vendor:	36.00						
*** Claim from another period ( 4/24) ****									
45757		1653 SUPER 1 FOODS	39.88						
	2052246	04/12/24 SWR-WATER	17.80			5310 430600	222		101000
	2046318	04/03/24 SWR-LAB SAMPLE ICE	10.90			5310 430600	222		101000
	2628824	04/05/24 FD-SWIFFER CLTH	11.18			1000 420400	220		101000
		Total for Vendor:	39.88						

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45830		3240 TECH-FLOW	749.75						
	24-0123	04/25/24 SWR-2EA SUCTION COVERS	749.75			5310 430600	240		101000
		Total for Vendor:	749.75						
		*** Claim from another period ( 4/24) ****							
45775		999999 TERESA BYRD	222.01						
	042424	04/24/24 WATER DEPOSIT REFUND BRYD T	222.01			5210 214010			101000
		Total for Vendor:	222.01						
		*** Claim from another period ( 4/24) ****							
45751		2699 THE MAIL ROOM, INC	259.47						
		INVOICE #D119546							
		D119546 04/15/24 PD-MAIL SRVS 04/01/24-04/12/2	6.05			1000 420100	310		101000
		D119546 04/15/24 FIN-MAIL SRVS 04/01/24-04/12/2	34.59*			1000 410500	310		101000
		D119546 04/15/24 WTR-MAIL SRVS04/01/24-04/12/2	16.73			5210 430500	310		101000
		D119546 04/15/24 SWR-MAIL SRVS04/01/24-04/12/2	16.73			5310 430600	310		101000
		D119546 04/15/24 CRT-MAIL SRVS04/01/24-04/12/2	52.21			1000 410360	310		101000
		D119546 04/15/24 PLN-MAIL SRVS04/01/24-04/12/2	12.57			1000 411000	310		101000
		D119680 04/29/24 PD-MAIL SRVS 04/15/24-04/26/2	12.55			1000 420100	310		101000
		D119680 04/29/24 FIN-MAIL SRVS 04/15/24-04/26/2	42.89*			1000 410500	310		101000
		D119680 04/29/24 WTR-MAIL SRVS04/15/24-04/26/2	12.69			5210 430500	310		101000
		D119680 04/29/24 SWR-MAIL SRVS04/15/24-04/26/2	12.69			5310 430600	310		101000
		D119680 04/29/24 CRT-MAIL SRVS04/15/24-04/26/2	35.42			1000 410360	310		101000
		D119680 04/29/24 PLN-MAIL SRV 04/15/24-04/26/2	4.35			1000 411000	310		101000
		Total for Vendor:	259.47						
45812		999999 TINA CUNNINGHAM	220.32						
	04/30/2024	04/30/26 WTR DEPOSIT REFUND CUNNING	220.32			5210 214010			101000
		Total for Vendor:	220.32						
45822		1134 VICTIM-WITNESS ADVOCATE PROGRAM	246.00						
	05/01/24	05/01/24 CRTS- APRIL 2024	246.00			2917 410360	356		101000
		Total for Vendor:	246.00						
		*** Claim from another period ( 4/24) ****							
45737		2338 WEEKS, KARL	542.21						
	041224	04/12/24 FD-AIR TRAVEL REIMBURSE	542.21			1000 420400	380		101000
		Total for Vendor:	542.21						



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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
*** Claim from another period ( 4/24) ****									
45748		1964 WESTECH	371.41						
	95133	04/22/24 WIPER BOTTOM, SIDE AND BAFFLE	371.41		18331	5310 430600	240		101000
COL004									
Total for Vendor:			371.41						
*** Claim from another period ( 4/24) ****									
45773		84 WESTERN BUILDING CENTER	160.68						
	4I759384	04/11/24 FD-1/4 INDUST COUPLER	11.79			1000 420400	220		101000
	4I758587	04/11/24 FD-CARRIAGE BOLT/LOCK NUT/WA	5.12			1000 420400	240		101000
	4I754473	04/09/24 WTR-HEATER DRAIN PAN	12.79			5210 430500	240		101000
	4I790066	04/30/24 FD-2.5ML THREADLOCKER	5.19			1000 420400	240		101000
	4I754473	04/09/24 WTR- WTR HEATER DRAIN PAN	12.79			1000 420400	240		101000
	4I7557511	04/10/24 STR-MARKER, MISC SCREWS	6.48			2500 430200	220		101000
	4I759384	04/11/24 FD-CONN/BOLT/WASHER/LOCK NUT	23.58			1000 420400	240		101000
	4I759471	04/11/24 STR-HEX/SPRYPAINT/SPRING CLA	34.85			2500 430200	240		101000
	4I780949	04/24/24 STR- TREAT #2 CAC.15	30.61			2500 430200	240		101000
	4I760380	04/12/24 WTR- BLUE GLUE	11.49			5210 430500	240		101000
	4I764607	04/15/24 WTR-SAND CLOTH	5.99			5210 430500	240		101000
Total for Vendor:			160.68						
*** Claim from another period ( 4/24) ****									
45746		1325 WESTERN STATES EQUIPMENT	4,525.00						
	002734212	03/26/24 STR-FORK GP QTY 4	4,525.00			2500 430200	232		101000
Total for Vendor:			4,525.00						
*** Claim from another period ( 4/24) ****									
45743		3021 WGM GROUP	6,663.53						
	71301	02/13/24 RIVERS EDGE PARK FISHING PIER	60.00			1000 460400	354		101000
	71873	04/12/24 RIVERS EDGE PARK FISHING PIER	6,603.53			1000 460400	354		101000
Total for Vendor:			6,663.53						
45820		3203 WHITEFISH SIGN COMPANY	1,007.50						
GRAPHICS PACKAGE FOR 2024 DODGE DURANGO - CAR #25									
	1105	04/17/24 PD-GRAPHICS FOR CAR #25	1,007.50			4020 420100	940		101000
Total for Vendor:			1,007.50						

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45813		999999 ZACHARY NIEUSMA	175.17						
	04/30/2024	04/30/26 WTR DEPOSIT REFUND NIEUSMA	175.17			5210 214010			101000
		Total for Vendor:	175.17						
		*** Claim from another period ( 4/24) ****							
45767		3242 ZIMA CORPORATION	375.60						
	96965	04/16/24 SWR-SCREEN PARTS	375.60			5310 430600	240		101000
		Total for Vendor:	375.60						
		# of Claims	101	Total:	168,607.28	# of Vendors	98		
		Total Electronic Claims			314.95				
		Total Non-Electronic Claims			168292.33				

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Fund Summary for Claims  
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Fund/Account	Amount
1000 GENERAL FUND	
101000 CASH/CASH EQUIVALENTS	52,661.80
2500 SPECIAL STREET MAINTENANCE DISTRICT FUND	
101000 CASH/CASH EQUIVALENTS	8,382.50
2917 CRIME VICTIMS ASSISTANCE FUND	
101000 CASH/CASH EQUIVALENTS	246.00
4000 CAPITAL PROJECTS FUND - Building	
101000 CASH/CASH EQUIVALENTS	47,112.00
4020 CAPITAL PROJECTS FUND - General	
101000 CASH/CASH EQUIVALENTS	1,007.50
5210 WATER ENTERPRISE FUND	
101000 CASH/CASH EQUIVALENTS	22,848.69
5310 SEWER ENTERPRISE FUND	
101000 CASH/CASH EQUIVALENTS	6,447.00
5311 SEWER CAPITAL EXPANSION	
101000 CASH/CASH EQUIVALENTS	887.48
7120 FIRE RELIEF DISABILITY/PENSION FUND	
101000 CASH/CASH EQUIVALENTS	29,014.31
<b>Total:</b>	<b>168,607.28</b>

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Council Meeting Date: 05/06/2024

Claims Submitted to Council: \$168,607.28

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

Prepared By: Shawn Bates, Finance Director

Shawn Bates

Approved by Susan M. Nicosia, City Manager

Susan Nicosia

City Council to Approve by motion on consent agenda

The following claims are significant:

- Ferguson Waterworks - \$13,684.62 Fire hydrants and waterline parts. (Fund 5210)
- MQS - \$47,112.00 Building materials for street shop pole barn building. (Fund 4000)
- Pioneer Chemical Supply - \$11,918.07 Pool chemicals. (Fund 1000)
- WGM Group - \$6,663.53 Rivers Edge fishing pier engineering. (Fund 1000)

With this batch of claims, we have started to return water deposits. The return of these deposits is part of the amendment to title 13 passed by council on 03/18/2024 with Ordinance #829.

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

Total for Payroll Checks

	Employee	Employer	Amount
COMA HOURS (Comp Time Accumulated)	2.25		
COMP HOURS (Comp Time Used)	8.00		220.56
OTHE HOURS (Other Time Used)	80.00		3,329.60
OVER HOURS (Overtime)	88.25		3,783.61
OVRTD HOURS (STEP overtime)	9.00		354.51
REG HOURS (Regular Time)	2,622.75		81,676.65
SFTO HOURS (Shift Sup/FTO - \$1.5/hour)	36.00		54.00
SHFN HOURS (Shift B)	293.00		586.00
SHFQ HOURS (OVT B)	41.00		123.00
SICK HOURS (Sick Time)	101.84		2,649.16
VACA HOURS (Vacation Time Used)	53.66		1,544.74
VOLN HOURS (Not in use)	24.00		1,200.00
GROSS PAY	94,321.83	0.00	
NET PAY	65,252.93	0.00	
NET PAY (CHECKS)	337.80		
NET PAY (DIRECT DEPOSIT)	64,915.13		
AFLAC-POSTTAX	86.97	0.00	
AFLAC-PRETAX	165.04	0.00	
CHILD SUPPORT P	206.76	0.00	
CITY OF CF ELEC	1,948.00	0.00	
CITY OF COLUMBI	20.00	0.00	
FIT	7,396.96	0.00	
FLEX ALLEGIANCE	649.00	20.00	
POP	450.00	0.00	
HEALTHINS/PRE	3,015.76	25,268.90	
MEDICARE	1,311.87	1,311.87	
MT ST FIRE ASSO	108.58	0.00	
NATIONWIDE/CITY	0.00	1,929.11	
NATIONWIDE/EMP	238.33	0.00	
P.E.R.S.	3,631.47	4,169.29	
PERS RETIREE	0.00	97.96	
PERS/FURS	1,161.71	1,559.09	
PERS/POLICE	2,815.61	4,508.09	
SIT	2,501.00	0.00	
SOCIAL SECURITY	2,921.79	2,921.79	
TEAMSTERS DUES	297.00	0.00	
UNEMPL. INSUR.	0.00	419.04	
UNUM LIFE INS.	143.05	0.00	
WORKERS' COMP	0.00	2,915.16	
CHARLES SCHWAB	1,728.39	0.00	
FIRST INTERSTAT	1,204.44	0.00	
FREEDOM BANK	4,000.45	0.00	
GLACIER BANK KA	8,281.76	0.00	
GLACIER BANK MS	2,948.67	0.00	
GLACIER BANK/CF	18,756.17	0.00	
GLACIER BANK/WF	1,903.83	0.00	
NAVY FEDERAL CR	2,347.49	0.00	
PARKSIDE CR U	5,900.62	0.00	

April 26, 2024  
 \$146,735.83  
 Beau Staaland

REGIONS BANK	1,845.31	0.00
STRIDE BANK	1,154.29	0.00
USAA FEDERAL	1,435.02	0.00
USBANK.	803.65	0.00
WELLS FARGO	2,165.08	0.00
WELLS FARGO, TX	2,525.19	0.00
WFISH CR UNION	7,914.77	0.00
FIT/SIT BASE	80,696.91	0.00
MEDICARE BASE	90,473.14	0.00
PERS BASE	89,189.60	0.00
SOC SEC BASE	47,125.49	0.00
UN BASE	93,121.83	0.00
WC BASE	94,142.45	0.00

Total 45,120.30  
Total Payroll Expense (Gross Pay + Employer Contributions): 139,442.13

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

Check Summary

Payroll Checks Prev. Out.	\$89,496.63
Payroll Checks Issued	\$62,445.20
Payroll Checks Redeemed	\$89,080.80
Payroll Checks Outstanding	\$62,861.03
Electronic Checks	\$104,290.63

Deductions Accrued	Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
Social Security	5843.58	5843.58		212260
Medicare	2623.74	2623.74		212260
P.E.R.S.	7800.76	7800.76		212270
Unempl. Insur.	419.04	855.33	1274.37	212210
Workers' Comp	2915.16	5752.18	8667.34	212220
FIT	7396.96	7396.96		212260
SIT	2501.00	2501.00		212260
AFLAC-PRETAX	165.04	165.04	330.08	212230
NATIONWIDE/EMP	238.33	238.33		212280
Teamsters dues	297.00	297.00	594.00	212310
PERS/Police	7323.70	7323.70		212240
NATIONWIDE/CITY	1929.11	1929.11		212280
AFLAC-POSTTAX	86.97	86.97	173.94	212230
PERS/FURS	2720.80	2720.80		212275
MT ST FIRE ASSO	108.58	108.58		212315
HEALTHINS/PRE	28284.66	28711.22	58220.50	212400
CITY OF COLUMBI	20.00	20.00	-1224.62	212450
UNUM LIFE INS.	143.05	143.05	286.10	212400
FLEX ALLEGIANCE	669.00	669.00		212285
CHILD SUPPORT P	206.76	206.76		212330
FOP	450.00	450.00		212335
CITY OF CF ELEC	1948.00	1948.00		212450
PERS RETIREE	97.96	97.96		212270
Total Ded.	74189.20	36010.79	101482.90	8717.09

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

**CITY OF COLUMBIA FALLS**  
**CITY COUNCIL REGULAR MEETING MINUTES**  
**HELD APRIL 15, 2024**

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

**ROLL CALL:** Councilor Lovering, Councilor Robinson, Councilor Shepard, Councilor Price (ZOOM) and Mayor Barnhart. Councilor King arrived at 7:21 p.m.

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

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF AGENDA:** Councilor Robinson motioned to approve the agenda, seconded by Councilor Lovering and the motion carried.

**CONSENT AGENDA:** Councilor Lovering made motion to approve the consent agenda, seconded by Councilor Robinson with council voting as follows. Ayes: Lovering, Price, Robinson, Shepard and Barnhart.

Approval of Claims - \$101,269.21 - April 15, 2024

Approval of Quarterly Payroll Claims - \$24,036.06 - March 31, 2024

Approval of Special Payroll - \$7,422.06 - Special Payroll

Approval of Regular Payroll Claims - \$103,552.62 - April 12, 2024

Approval of April 1, 2024 Regular City Council Meeting Minutes

Approval of Records Destruction Request

Approval of Temporary Construction Easement - Nagle Family Trust and Authorize City Manager to Execute

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

Skylar Eberhart, 29 2<sup>nd</sup> Street W. said she was surprised with the city right of way and sidewalk project. Knife River sent a letter on March 23<sup>rd</sup> stating they would be constructing new sidewalks. Ms. Eberhart said they were out of town and upon return they discovered their lilac bushes would need to be removed as they were in the city right of way. Ms. Eberhart said she contacted the city and did not hear back until the following Tuesday. Matt Cox confirmed the bushes were in the right of way and would need to be removed. Ms. Eberhart said the house is a duplex and the tenant has threatened to move out due to the bushes being removed. Ms. Eberhart believes the city should help them out by putting up a privacy fence. They have a fence priced out for the front part of the property estimated \$3260.79.

**UNFINISHED BUSINESS:**

Planning Commission Appointment - Dulcie Berube

City Manager Nicosia said Ms. Berube submitted a letter of interest to serve on the City Planning Commission. Councilor Shepard motioned to appoint Dulcie Berube to the Planning Commission, seconded by Councilor Lovering and the motion carried unanimously.

**REPORTS / BUSINESS FROM MAYOR & COUNCIL**

Mayor Barnhart said after the last meeting he noticed that the ballfield was not a platted park. Mayor Barnhart asked if there would be an issue with a platted park changing to residential. City Manager Nicosia said platted parks are a condition of the subdivision approval and are subject to the plat conditions. Nicosia



said the city can sell park land by a vote of the citizens and with a platted park would require a plat amendment, which is not recommended. Mayor Barnhart believes Horine Park would fit an affordable housing project with some reconfiguring of the area. Nicosia said the City must consider the well head protection zone as well as the fact that Horine is a platted park within the Hilltop Neighborhood Plan. Mayor Barnhart asked where the council wanted to put houses, in an existing residential area or on open land.

### **CITY MANAGER REPORT**

#### City Manager's Report

The sidewalk project got off to a rocky start as the planned open house inviting all the property owners adjacent to the project did not occur between awarding the bid and the start of construction. The city is now hosting an open house on the project to explain construction easements, public safety and what the project entails as well as hearing from the owners adjacent to the project area. Nicosia noted that it was not the city's intent to not hold an open house and explain the project before construction started.

Councilor Robinson asked if the city has went through lot by lot and platted out an imagery showing the right of way in the city. Robinson also stated it is the realtor's responsibility to know and explain the property boundaries as well as the property owners. City Manager Nicosia noted that the GIS cadastral system indicates property boundaries and while the city has survey control points in place and assists owners with locating property pins, the city does not provide property surveys. City Attorney Breck said it is the responsibility of every property owner to know their property boundary. Councilor Shepard said he had a similar situation happen to him and reiterated the realtor should have let them know where their property boundaries were. Mayor Barnhart said the Eberhart's indicated that they tried so hard to contact the city to get further information. Barnhart said he feels the city owes these folks some sort of assistance. Nicosia said city staff will correspond with the Eberhardts. City Attorney Breck advised council that there are different ways to address private property issues. Councilor Lovering said she would be devastated if it had happened to her but noted the lilacs will grow back.

The EDA meeting held to discuss the 12<sup>th</sup> Ave. W. completion was productive. The City will complete the contract change documents and release Sandry Construction from the remainder of the project, the paving at the RR crossing and the RR ROW sidewalk completion and estimated \$67,000 on the current project documents.

The Parks Department had to order poles for the Volleyball pit at Columbus Park so the installation of the net has been delayed. Additionally, the contractor vehicle caught on fire which had the River's Edge Park bathroom sensors in it; the new sensors are enroute and will be replaced upon arrival.

The Planning Commission is meeting on May 9, 2024, to hold a Public Hearing on a Public Participation Plan; at the conclusion of the meeting, they will make a recommendation to council. The council will then hold a Public Hearing to adopt the plan by resolution.

The bid opening for the WWTP Project will be Tuesday, April 16<sup>th</sup>, at 2:00 pm.

The County's switch to the new tax system resulted in tax and assessment collections being reported in the wrong fund/type. Therefore, staff has held off submitting a financial report to Council as the revenue funds and sources must be corrected.

**MISCELLANEOUS**

Fire Department - March Activity  
Police Department - March Activity  
Correspondence

**ADJOURN**

Councilor Lovering motioned to adjourn, seconded Councilor Shepard and the meeting was adjourned at 7:50 pm.

\_\_\_\_\_  
Mayor

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

**CITY OF COLUMBIA FALLS  
CITY COUNCIL SPECIAL MEETING MINUTES  
HELD APRIL 29, 2024**

Mayor Barnhart called the meeting to order at 6:30 p.m.

**ROLL CALL:** Councilor King, Councilor Lovering, Councilor Robinson, Councilor Shepard via Zoom and Mayor Barnhart.

Also Present: City Manager Nicosia, City Clerk Staalnd, Deputy City Attorney Breck and Police Chief Peters.

**UNFINISHED BUSINESS**

City Manager Candidate Background Review

Mayor Barnhart closed this portion of the meeting for council discussion of the candidate background review, noting that the individual’s right to privacy exceeds the public’s right to know.

Mayor Barnhart re-opened the meeting at 7:08 p.m.

Mayor Barnhart asked for a motion to move forward with the candidate. No motion was made.

Councilor Robinson said she recommends getting an interim manager in place and posting the position as soon as possible.

Mayor Barnhart requested City Manager Nicosia to bring further information back to the Council at the May 6<sup>th</sup> council meeting.

Councilor Lovering motioned to not move forward with a contract offer to City Manager candidate Dennis Stark, Seconded by Councilor King and the motion carried unanimously.

**ADJOURN**

Councilor Lovering motioned to adjourn, seconded Councilor Shepard and the meeting was adjourned at 7:35 pm.

\_\_\_\_\_  
Mayor

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

**CITY OF COLUMBIA FALLS  
CITY COUNCIL SPECIAL MEETING  
CITY MANAGER CANDIDATE INTERVIEW  
HELD APRIL 17, 2024 AT 9:00 AM**

**ROLL CALL:** Councilor Lovering, Councilor Robinson, Councilor Shepard, Councilor King and Mayor Barnhart.

Also present: City Manager Nicosia, City Clerk Staaland, Deputy City Attorney Breck, Finance Director Bates, Fire Chief Weeks. Police Chief Peters joined the interview at 10:01 a.m.

Mayor Barnhart and Council conducted the interview with Mr. Dennis Stark.

After the interview Mayor Barnhart closed the Executive Session for Council deliberations as the individual’s right to privacy exceeds the public’s right to know.

Mayor Barnhart re-opened the public meeting at 10:21 a.m.

Council discussed moving forward with Mr. Stark contingent on a successful background check.

Councilor Shepard motioned to move forward with Mr. Starks background check, seconded by Councilor King with council voting as follows. Ayes: King, Shepard and Barnhart. Noes: Robinson and Lovering.

**ADJOURN**

Councilor Shepard motioned to adjourn, seconded Councilor Lovering and the meeting was adjourned at 10:33 a.m.

\_\_\_\_\_  
Mayor

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

**MONTANA DEPARTMENT OF COMMERCE  
HOME INVESTMENT PARTNERSHIPS PROGRAM  
CONTRACT AMENDMENT #MT-HOME-HBA-23-01A**

This Contract Amendment is entered into by and between the City of Columbia Falls (the Grantee), and the Montana Department of Commerce (the Department).

The Grantee and the Department mutually agree to amend Contract # MT-HOME-HBA-23-01 executed on August 18, 2023 as follows:

I. Section 6, SCOPE OF WORK is amended to read as follows:

**Section 6. SCOPE OF WORK**

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

- Down payment and closing costs assistance provided to income-eligible homebuyers for homes to be placed in a Community Land Trust, in conjunction with the Northwest Montana Community Land Trust;
- Acquisition costs of property and/or homes to be placed in a Community Land Trust and occupied by income-eligible households;
- Soft costs to qualify homebuyers and implement the Program;
- Service area: Columbia Falls.

The Grantee will be responsible for monitoring the performance of all households receiving Program funds to ensure compliance with the requirements of the Program and to take appropriate action when performance issues arise.

2. All other provisions of the Contract remain in full force and effect.

Remainder of page intentionally left blank.


**CITY OF COLUMBIA FALLS:**

DocuSigned by: <i>Susan Meosia</i>	4/22/2024
Susan Nicosia, City Manager	Date

**ATTEST:**

\_\_\_\_\_  
Barb Staaland, City Clerk

**APPROVED AS TO FORM:**

DocuSigned by: 	Justin Breck, City Attorney
---	-----------------------------

**MONTANA DEPARTMENT OF COMMERCE:**

Mandy Rambo, Deputy Director	Date
------------------------------	------

## Contract Information Sheet

Item No.6.

**Division staff are required to complete the items in blue print.**

*Last Revised September*

**Contract Number:** MT-HOME-HBA-23-01A  
**Contractor's Name:** City of Columbia Falls  
**Contractor Liaison:** Kim Morisaki  
**Contractor's Liaison Email:** kmorisaki@nwmt.org  
**Approved to Form Name:** Justin Breck  
**Approved to Form Email:** justin@brecklawoffice.com  
**Contractor (signee) Name:** Susan Nicosia  
**Contractor's Email:** nicosias@cityofcolumbiafalls.com  
**Contractor's Address:** 130 6th St West, Room A  
**Contractor's Address 2:** Columbia Falls, MT 59912  
**Attest Name:** Barb Staaland  
**Attest Email:** staalandb@cityofcolumbiafalls.com

**Delegation:** Commerce  
**Procurement Method:** Exempt\*  
**Contract Type:** Grant  
**Contract Usage:** Fixed

**Original Contract Amount:** Program Income C  
**Amount of Prior Amendments:** \_\_\_\_\_  
**Current Amendment Amount:** \_\_\_\_\_  
**Total Contract Value:** Program Income C

**Funding Source:** Federal

**Program Number/Division:** 74 - HOME & HTF  
**Org Number:** \_\_\_\_\_  
**Vendor Number:** 23445  
**Project Name (optional):** \_\_\_\_\_

**Start Date:** \_\_\_\_\_ 8/18/  
**End Date:** \_\_\_\_\_ 7/31/  
**Absolute End Date:** \_\_\_\_\_

<b>Purpose of this contract/amendment:</b>	*Section 5.5.o Agency Grant Programs Authorize City of Columbia Falls to use its HOME Program Income for homebuyer assistance at purchasing property and/or homes with the Northwest Montana Community Land Trust.
<b>Scope &amp; duties of this contract:</b>	City of Columbia Falls has ~\$200,000 in HOME Program Income and will provide those funds to Northwest Montana Community Land Trust to assist qualified homebuyers purchase homes in Columbia Falls. NMCLT is an approved homebuyer assistance provider under Commerce's HOME Program.

**Liaison:** Sharon Lofftus  
**Liaison Email:** sharon.lofftus@mt.gov  
**Liaison Phone:** 406-841-2766

**Program Manager:** julie.flynn@mt.gov  
**Bureau Chief:** \_\_\_\_\_  
**Additional Email:** \_\_\_\_\_

**Signatures:**

Division Administrator	<div style="border: 1px solid black; border-radius: 10px; padding: 2px; width: fit-content;"> <small>DocuSigned by:</small>  <i>Cheryl Cohen</i> 4/1/2024  <small>88AED108022E4A0...</small> </div>
Fiscal Review	<div style="border: 1px solid black; border-radius: 10px; padding: 2px; width: fit-content;"> <small>DocuSigned by:</small>  <i>Judy Clay</i> 4/1/2024  <small>886691E781C6477...</small> </div>
Legal Counsel	<div style="border: 1px solid black; border-radius: 10px; padding: 2px; width: fit-content;"> <small>DocuSigned by:</small>  <i>Amy Barnes</i> 4/1/2024  <small>9A5134AB6C09496...</small> </div>
Deputy Director	_____
OBPP	_____
Information Technology	_____
SITSD	_____

**Copies To:**

- Liaison
- Director (> \$200K)
- Deputy Director (<\$25K)
- Perceptive

**Certificate Of Completion**

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Subject: Montana Department of Commerce Contract #MT-HOME-HBA-23-01A for Signature  
Source Envelope:  
Document Pages: 3 Signatures: 5  
Certificate Pages: 6 Initials: 0  
AutoNav: Enabled  
EnvelopeId Stamping: Enabled  
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Sent

Envelope Originator:  
Contracts Admin  
PO Box 200501  
301 S. Park Ave  
Helena, MT 596200501  
docontracts@esign.mt.gov  
IP Address: 161.7.39.7

**Record Tracking**

Status: Original  
3/22/2024 11:29:34 AM

Holder: Contracts Admin  
docontracts@esign.mt.gov

Location: DocuSign

**Signer Events**

Cheryl Cohen  
cheryl.cohen@mt.gov  
Executive Director  
Security Level: Email, Account Authentication  
(None)

**Signature**

DocuSigned by:  
*Cheryl Cohen*  
88AED198932F4A9...

Signature Adoption: Pre-selected Style  
Using IP Address: 161.7.39.7

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**Electronic Record and Signature Disclosure:**

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Judy Clay  
judy.clay@mt.gov  
Security Level: Email, Account Authentication  
(None)

DocuSigned by:  
*Judy Clay*  
888690E781C6477...

Signature Adoption: Pre-selected Style  
Using IP Address: 161.7.86.34

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**Electronic Record and Signature Disclosure:**

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Amy Barnes  
AmyBarnes@mt.gov  
Security Level: Email, Account Authentication  
(None)

DocuSigned by:  
*Amy Barnes*  
9A5134AB6C098496...

Signature Adoption: Pre-selected Style  
Using IP Address: 161.7.39.7

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ID: c99bc53d-341a-4c05-9299-8884d1a5072e

Justin Breck  
justin@brecklawoffice.com  
Security Level: Email, Account Authentication  
(None)

DocuSigned by:  
*Justin Breck*  
45A1EBFC09B840E...

Signature Adoption: Drawn on Device  
Using IP Address: 69.144.212.251

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**Signer Events**

Susan Nicosia  
nicosias@cityofcolumbiafalls.com  
City Manager  
8001014  
Security Level: Email, Account Authentication (None)

**Signature**

DocuSigned by:  
*Susan Nicosia*  
7ABE71DD6ECE439  
Signature Adoption: Pre-selected Style  
Using IP Address: 198.233.178.226

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Barb Staalnd  
staalandb@cityofcolumbiafalls.com  
Security Level: Email, Account Authentication (None)

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**Electronic Record and Signature Disclosure:**  
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ID: 0542710d-59e1-4269-97ed-474f449de559

Mandy Rambo  
Mandy.rambo@mt.gov  
Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

Sharon Lofftus  
slofftus@mt.gov  
Security Level: Email, Account Authentication (None)

**COPIED**

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**Electronic Record and Signature Disclosure:**  
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Julie Flynn  
julie.flynn@mt.gov  
Program Manager  
Security Level: Email, Account Authentication (None)

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Kim Morisaki  
kmorisaki@nwmmt.org  
Security Level: Email, Account Authentication (None)

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**Carbon Copy Events**

Sharon Lofftus  
sharon.lofftus@mt.gov  
Program Specialist

**Status**

**COPIED**

**Timestamp**

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(None)

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**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

Envelope Sent  
Envelope Updated

Hashed/Encrypted  
Security Checked

3/22/2024 11:44:27 AM  
4/2/2024 3:42:33 PM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

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In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from MT Dept of Commerce**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [docontracts@mt.gov](mailto:docontracts@mt.gov) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with MT Dept of Commerce**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [docontracts@mt.gov](mailto:docontracts@mt.gov) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify MT Dept of Commerce as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by MT Dept of Commerce during the course of my relationship with you.

## MEMORANDUM OF AGREEMENT

This agreement is made and entered into by and between the Columbia Falls Swim Team (hereinafter, the Swim Team) and the City of Columbia Falls (hereinafter, the City).

For the sum of \$10.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follow:

- (1) The purpose of this agreement is to allow the Swim Team the use of the Pinewood Family Aquatic Center.
- (2) Term. This agreement will be in effect for the period of June 10, 2024, through August 3, 2024, unless terminated by either party under the terms of Section 6 hereof.
- (3) Obligations of Parties.

### THE CITY:

- (a) The City shall provide the use of six lanes and locker room facilities in the Pinewood Family Aquatic Center Monday through Friday, from 6:00 am to 9:45 am, or as otherwise established by the Pool Manager.
- (b) The City Manager may allow access to the facility outside the term dates if the facility is ready for seasonal use provided the Swim Team pays the costs reasonably attributable to such early or late season use.
- (c) The City shall provide keys to the swimming pool, which shall not be duplicated and shall be returned at the termination of this agreement.
- (d) The City may allow the use of the Pinewood Family Aquatic Center for swim meets scheduled with the City Manager at City Hall. Swim team must request the facility and park as soon as possible as the City cannot guarantee facility availability. Swim team must also meet with the Pool Manager not less than 20 days prior to the event. Access for the purpose of meet-set-up will be determined by the Pool Manager. Such use will be governed by the policies and procedures of the City as administered by the City Manager.
- (e) The City Manager may allow overnight use of Pinewood Park during swim meets scheduled per paragraph (d). Such use will be governed by the policies and procedures of the City.
- (f) The City shall require each family/individual to purchase a Season Pass before use of the facility in accordance with City procedures for pool passes.
- (g) At its sole discretion, the City shall determine that the operating conditions of the pool are adequate to allow use of the facility.

### THE SWIM TEAM:

- (a) The Swim Team shall provide all lifeguard and supervision of swim team members at all times during any use of the facility. Any time there are members in the facility; swim team will provide the necessary supervisor and guards. At no time will swim team member be left unsupervised in the pool or on deck. Lifeguards shall be in number and Certified as required by the State of Montana DPHHS ARM 37.115.1601 – 1604. Documentation of Lifeguard certification needs to be on file with the City prior to the start of the swim team practices. The Swim Team shall pay all costs of providing the service.
- (b) The Swim Team shall provide a list of all the team members prior to using the facility and submit the list and completed pass forms with payment attached to City Hall.
- (c) The Swim Team shall control access to the pool area only to listed team members during practice sessions. Member access is limited to public areas (pool and locker rooms)
- (d) The Swim Team shall check out keys from the City Finance Director and shall not make copies of the keys. Should the keys not be returned at the end of the season, the Swim Team shall be responsible for the cost of rekeying the facility.
- (e) The Swim Team shall use the pool only under the direct supervision of the Swim Team Coach (es).
- (f) The Swim Team shall be responsible for securing, setting up, and dismantling structures used during the practices and swim meets.
- (g) The Swim Team shall be responsible for the clean-up of litter and general housekeeping for the pool, dressing area and restroom areas associated with the daily practices and swim meets.

## MEMORANDUM OF AGREEMENT

- (h) The Swim Team shall apply for a Concession Permit through the Flathead County Health Department if intending to operate concessions during pool operation and the swim meet. **The Swim Team may arrange to have licensed food trucks at the pool during normal operations and swim meet to supplement their fundraising. The Swim Team will be responsible for any additional clean up because of their concession and/or food truck operations.**
- (i) The Swim Team may store equipment in a neat and orderly manner at the pool at the discretion of the Pool Manager.
- (j) The Swim Team shall comply with all facility rules and regulations. Swim Team coaches shall meet with the Pool Manager before the first use of the facility to review the rules and regulations.
- (k) The Swim Team shall notify the City immediately concerning any problems, incidents, accidents, or injuries occurring in relation to said activities; and will cooperate fully with the City concerning the handling of any concerns/problems that arise.
- (l) The Swim Team shall provide the City with an Event Plan 20 days prior to each swim meet. This Plan shall include, but not be limited to: parking, seating, communications, list of supervisors, crowd management, first aid, and emergency plan.
- (m) During the regular season, the Swim Team shall maintain in effect a policy of liability insurance with limits of \$1,500,000 per occurrence and \$750,000 per individual. Such liability insurance must name the City as an additional insured.
- (n) The Swim Team shall provide the City with a copy of the liability insurance policies prior to use of the swimming pool.
- (o) During each local swim meet competition, the Sponsoring Organization shall maintain in effect a policy of liability insurance with limits of \$1,500,000 per occurrence and \$750,000 per individual. Such liability insurance must name the City as an additional insured.
- (p) The Sponsoring Organization shall provide the City with a copy of the liability insurance policies prior to use of the swimming pool.
- (q) If the swim meet is being sponsored by another organization, the Swim Team will provide the City with a letter from the sponsoring organization, indicating their affiliation and shall provide proof of liability insurance coverage maintained in full force in the amount of \$750,000 per individual and \$1,500,000 total per occurrence. Such liability insurance must name the City as an additional insured.
- (4) The concession building is part of the overall pool complex and is subject to the regular hours and use of the facility. The Swim Team is responsible for providing insurance on the contents of the building. The City will insure and maintain the building. The concession stand will be operated in accordance with the Flathead County Health Department regulations and any subscribed by the City's insurer, MMIA.
- (5) The Swim Team is responsible for the supervision and control of the volunteer concession workers. The Swim Team must provide Workers' Compensation coverage on their volunteer or paid workers.
- (6) The Swim Team agrees to indemnify and hold harmless the City and its agents and employees from any and all claims, damages, losses and expenses, including: attorney's fees, arising out of the performance of this agreement or the use of the swimming pool.
- (7) Should either party to this contract commence litigation or arbitration proceedings relating to this contract or to enforce or interpret any provision of this contract, the prevailing party shall be entitled to recover all reasonable litigation or arbitration expenses, including attorney fees, witness and expert fees and court costs.
- (8) Termination. Either party may terminate this Agreement at any time and for any reason, by giving the other party written notice at least 15 day's prior to the date of termination. Unsafe or improper use of the facility by the swim team may result in immediate termination of this agreement by the City Manager.

MEMORANDUM OF AGREEMENT

CITY

Columbia Falls Swim Team

\_\_\_\_\_  
(Signature) City Manager  
City of Columbia Falls  
130 6<sup>th</sup> Street West  
Columbia Falls, Mt. 59912

\_\_\_\_\_  
(signature)  
President  
\_\_\_\_\_  
(Name)  
PO Box 156  
\_\_\_\_\_

ATTEST:  
  
\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Columbia Falls, MT 59912  
(Address)  
DATE:



# AGREEMENT – WASTE DISPOSAL

This agreement between the City of Columbia Falls, Montana, “the City” and Pop-A-Squat Portables, “the Contractor” prescribes the use of the City’s wastewater treatment facility by the Contractor.

The City agrees:

To allow the Contractor to deposit domestic waste, generated from ordinary human use of portable toilet facilities, at location(s) and time(s) as specified by the City when a City Treatment Plant Operator present subject to the following 3-year disposal adjustment:

Beginning July 2024, the City will accept the volume brought to the Columbia Falls treatment plant pursuant to Exhibit A.

To bill the Contractor in a timely manner on a quarterly basis subject to Chapter 13.12.030 of the Columbia Falls Municipal Code.

The Contractor agrees:

To test, at least once each quarter, the effluent under City directions and requirements. The testing will be done at the Contractor’s expense.

To accurately report to the treatment plant operator the amount of effluent being dumped at the time of dumping on the form provided by the City and verified by the treatment plant operator at time of dumping.

To dump only domestic waste in compliance with City of Columbia Falls Municipal Code 13.08. No industrial waste, rags, cans, pollutants or other debris will be dumped.

To pay the user fee in a timely manner as billed on a quarterly basis as determined by the volume dumped and the high demand charge calculated pursuant to City code 13.12.

To indemnify and hold harmless the City and its agents and employees from any and all claims, damages, losses and expenses, including attorney’s fees, arising out of its performance of the work described in this agreement. In the event legal action is initiated to enforce the terms of this agreement, the prevailing party shall be entitled to recover its legal fees and court costs.

The agreement shall commence upon the date signed and shall be valid through June 30, 2026 unless cancelled. The City and contractor shall review the agreement and determine the volume for the next fiscal year 60 days prior to the end of the contract. Failure to pay the required fee or accurately report volume dumped or testing results may result in an immediate cancellation of this agreement. This agreement can be cancelled by either party with 60 days written notice delivered by hand or certified mail to the address inscribed herein.

CITY

CONTRACTOR

\_\_\_\_\_  
(City Manager, signature)  
130 6<sup>th</sup> Street West  
Columbia Falls, Mt. 59912

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Exhibit A  
**POP-A-  
SQUAT**

		2021- 2022	2024- 2025
July-Sept.	Q1	54,785	30,000
Oct.-Dec.	Q2	33,655	20,000
Jan.- March	Q3	30,180	20,000
Apr.-June	Q4	36,750	25,000
<b>Totals:</b>		<b>155,370</b>	<b>95,000</b>

NOTES: Waste generated from emergency services, such as from forest fires, is in addition to normal route hauling volume.

# AGREEMENT – WASTE DISPOSAL

This agreement between the City of Columbia Falls, Montana, “the City” and Peewee’s Inc, “the Contractor” prescribes the use of the City’s wastewater treatment facility by the Contractor.

The City agrees:

To allow the Contractor to deposit domestic waste, generated from ordinary human use of portable toilet facilities, at location(s) and time(s) as specified by the City when a City Treatment Plant Operator present subject to the following 3-year disposal adjustment:

Beginning July 2024, the City will accept the volume brought to the Columbia Falls treatment plant pursuant to Exhibit A.

To bill the Contractor in a timely manner on a quarterly basis subject to Chapter 13.12.030 of the Columbia Falls Municipal Code.

The Contractor agrees:

To test, at least once each quarter, the effluent under City directions and requirements. The testing will be done at the Contractor’s expense.

To accurately report to the treatment plant operator the amount of effluent being dumped at the time of dumping on the form provided by the City and verified by the treatment plant operator at time of dumping.

To dump only domestic waste in compliance with City of Columbia Falls Municipal Code 13.08. No industrial waste, rags, cans, pollutants or other debris will be dumped.

To pay the user fee in a timely manner as billed on a quarterly basis as determined by the volume dumped and the high demand charge calculated pursuant to City code 13.12.

To indemnify and hold harmless the City and its agents and employees from any and all claims, damages, losses and expenses, including attorney’s fees, arising out of its performance of the work described in this agreement. In the event legal action is initiated to enforce the terms of this agreement, the prevailing party shall be entitled to recover its legal fees and court costs.

The agreement shall commence upon the date signed and shall be valid through June 30, 2026 unless cancelled. The City and contractor shall review the agreement and determine the volume for the next fiscal year 60 days prior to the end of the contract. Failure to pay the required fee or accurately report volume dumped or testing results may result in an immediate cancellation of this agreement. This agreement can be cancelled by either party with 60 days written notice delivered by hand or certified mail to the address inscribed herein.

CITY

CONTRACTOR

\_\_\_\_\_  
(City Manager, signature)  
130 6<sup>th</sup> Street West  
Columbia Falls, Mt. 59912

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Peewee**

		2021- 2022	2024- 2025
July-Sept.	Q1	76,700	30,000
Oct.-Dec.	Q2	46,205	20,000
Jan.- March	Q3	32,995	20,000
Apr.-June	Q4	40,965	25,000
<b>Totals:</b>		<b>196,865</b>	<b>95,000</b>

NOTES: Waste generated from emergency services, such as from forest fires, is in addition to normal route hauling volume.

May 2, 2024

Dear City Council:

Please accept my letter of interest for a position on the Columbia Falls Police Commission. As you know I recently retired from the Columbia Falls Police Department where I successfully served the community for nearly 20 years, 16 of which I was a sergeant. Before my city service at the Columbia Falls Police Department, I served as a security forces staff sergeant for 8 ½ years with the Air Force.

I have made Columbia Falls my home and would like to serve on the Police Commission in my community utilizing my past experience. As a professional I can be impartial and unbiased in any Police Commission hearing process.

Thank you for your consideration. I look forward to hearing from you soon.

Sincerely,

  
Sean Murphy

NOTICE OF PUBLIC HEARING  
CITY OF COLUMBIA FALLS  
CITY PLANNING COMMISSION

The City Planning Commission will hold a public hearing on Thursday, May 9, 2024, for the purpose of receiving public comments on the proposed Public Participation Plan. The Public Participation Plan establishes the framework detailing the City's commitment to public involvement throughout the process of adoption, amendment, modification, or rejection of any future land use plans, zoning, or subdivision regulations. The Public Participation Plan is the beginning of the process to comply with the Montana Land Use Planning Act (MLUPA), commonly referred to as SB 382, codified in Title 76, Chapter 25, M.C.A which creates a comprehensive update to Montana's land use regulations. The proposed Public Participation Plan follows the recommended template provided by the MT Department of Commerce and the League of Cities and Towns.

The hearing will be held on Thursday, May 9, 2024, at their regular meeting at 6:00 p.m. in the Council Chambers at City Hall, 130 6th Street West, Columbia Falls, Montana. The Columbia Falls City Council will hold a subsequent hearing upon recommendation from the City Planning Commission.

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 Staalnd, City Clerk, 130 6<sup>th</sup> Street West, Room A, Columbia Falls, MT 59912 or via email: [staalndb@cityofcolumbiafalls.com](mailto:staalndb@cityofcolumbiafalls.com). For more information on the proposed Public Participation Plan, please call Eric Mulcahy, Columbia Falls City Planner at (406) 755-6481.

DATED this 18<sup>th</sup> day of April 2024

***Barb Staalnd***

Barb Staalnd, City Clerk

COLUMBIA FALLS PLANNING COMMISSION

Publish: [Daily Interlake Sunday April 21, 2024](#)



APPARATUS SALES AGREEMENT

This Apparatus Sales Agreement ("Agreement") sets forth the terms and conditions under which HME, INC., a Michigan corporation of 1950 Byron Center Ave., Wyoming, Michigan 49519 ("HME") will sell an apparatus as further identified on Schedule A ("Apparatus") to the following buyer ("Buyer") and Buyer will purchase the Apparatus.

Buyer:

Form with fields for Name of Buyer, Street, City, State, Zip, Attention, Telephone No., and E-mail Address.

This Agreement is comprised of this Signature Page, the attached Schedule A, and the attached General Terms and Conditions.

The parties have executed this Agreement based on the dates of the signatures below.

HME, INC.

(Type or Print Buyer's Name)

By: (HME Signature)

By: (Buyer Signature)

(Type or Print Individual's Name)

(Type or Print Individual's Name)

Its: (Type or Print Individual's Title)

Its: (Type or Print Individual's Title)

Date:

Date:

SIGNATURE PAGE

SCHEDULE A  
APPARATUS INFORMATION

Apparatus Type: <b>Rescue Pumper</b>	
Date of Specifications:	
Price:	
Pre-Construction Conference Date: (if needed)	
Expected Delivery Date:	
Additional Terms:	



## GENERAL TERMS AND CONDITIONS

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1. Change Orders.

(a) Subject to the limitation below, for a period of 8 weeks after the execution of this Agreement HME agrees to review and respond to requested changes to the Apparatus by Buyer upon Buyer submission of a written change request describing the exact nature of the changes requested. HME will review such a request and advise Buyer of any changes to the price for the Apparatus and the delivery schedule for the Apparatus caused by the requested changes. If Buyer and HME agree to the changes, including the changes, if any, to the price and delivery date, then HME and Buyer will execute a change order setting for the terms of the changes.

(b) Buyer may not request changes in major components, Apparatus configuration, or other changes that may change the major components or configuration of the Apparatus, (e.g.: engine, transmission, axles, water tank, body, or fire pump).

2. Alternative Components. If HME is not able to obtain specific brand name components (“Named Components”) set forth in the specifications identified on Schedule A (“Specifications”) or if waiting for such Named Components will cause a delay in construction or delivery of the Apparatus, HME will notify Buyer of the delay. HME agrees to make reasonable efforts to locate alternative sources of the Named Components provided HME will have no liability for any delay caused by issues in obtaining the Named Components. HME will not substitute a Named Component without the consent of Buyer. HME has the right to substitute raw materials and other components, excluding the Named Components, identified in the Specifications that do not affect the overall appearance or function of the Apparatus.

3. Delivery, Inspection, Title and Risk of Loss.

(a) HME agrees the Apparatus will be ready for delivery by the expected delivery date set forth in Schedule A (“Delivery Date”). The Delivery Date assumes that (i) Buyer has paid for the Apparatus according to this Agreement; (ii) if a pre-construction conference date is set forth in Schedule A that such conference is satisfactorily completed by both parties; and (iii) that no changes have been requested to the Specifications. If any of these conditions are not satisfied, the Delivery Date may be extended by HME.

(b) Unless otherwise specified on Schedule A, delivery of the Apparatus shall be EXW (Incoterms 2020) HME’s facility in Wyoming, Michigan. HME will provide Buyer with a notice of when the Apparatus is ready for delivery.

(c) Buyer agrees to inspect the Apparatus and remove the Apparatus from HME’s facility within seven days of notice from HME that the Apparatus is ready for delivery.

(d) Title and risk of loss for the Apparatus shall pass to Buyer upon delivery by HME or its contracted agent to a dealership in Kalispell, MT and Buyer’s subsequent acceptance of the Apparatus at such dealership.

4. Force Majeure. HME is not liable for unforeseeable penalties or delays due to strikes, failures to obtain materials, fires, accidents, force majeure, or any other causes beyond HME’s reasonable control, including, without limitation, (a) acts of God; (b) flood, fire, earthquake, other potential disaster(s) or catastrophe(s), such as epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; and (f) national or regional emergency; and (g) industrial disturbances.

5. Price and Payment.

(a) Subject to any changes as agreed to by Buyer and HME under the terms of this Agreement, the price for the Apparatus is as set forth on Schedule A (“Price”).

The Price is in U.S. dollars, and does not include any taxes, freight, duty, tariffs, assessments or similar charges, which shall be Buyer's sole responsibility and liability.

(b) Unless otherwise specified on Schedule A, Buyer shall pay the Price in full, less any applicable discounts, at time of contract prior to the start of construction. Unless otherwise specified on Schedule A, the Apparatus will not leave HME's facility until payment has been received in full for the Apparatus. All payments shall be in U.S. currency. HME reserves the right to assess finance charges on any past due amounts at the rate of 1.5% per month or the maximum amount permitted by applicable law, whichever is less. HME shall be entitled to recover its reasonable attorney fees and costs incurred in connection with collection of any past due amounts owing under this Agreement. If HME fails to produce the apparatus the buyer shall have the right to recover its reasonable attorney fees and costs incurred under this Agreement.

(c) HME will not accept any payment made to HME's sales representatives. All payments of the Price will be made exclusively to HME at 1950 Byron Center Avenue, Wyoming, Michigan 49519, Attention: Accounts Receivable.

6. Warranty. HME's exclusive warranty for the Apparatus is set forth in the Specifications.

7. Use of Equipment; Indemnification. Buyer agrees that the Apparatus shall be used (a) strictly in accordance with all user manuals and written instructions provided by HME; (b) in accordance with all applicable laws, regulations and requirements; and (c) in a proper manner. Buyer agrees that none of the safety guards or other safety aspects of the Apparatus will be removed, altered or bypassed. Buyer agrees to indemnify and hold HME harmless from and against all claims, damages and liabilities (including reasonable attorney fees and costs) arising out of or related to (i) any improper use or misuse of the Apparatus; (ii) any breach by Buyer of any of its obligations in this paragraph; or (iii) any negligence, willful misconduct or other wrongful act or omission by Buyer, its employees or anyone under Buyer's control. Correspondingly HME agrees to indemnify and hold Buyer harmless from and against all claims, damages and liabilities (including reasonable attorney fees and costs) arising out of or related to: (i) any breach by HME of any of its obligations under this Agreement; (ii) HME's failure properly construct and deliver the Apparatus; or, (iii) any negligence, willful misconduct or other wrongful act or omission by HME, its employees, agents, contractors, or anyone under HME's control.

8. Limitation on Damages.

(a) EXCEPT AS SET FORTH IN THE SPECIFICATIONS, HME DOES NOT MAKE ANY WARRANTY AS TO THE APPARATUS AND, IN PARTICULAR, DOES NOT MAKE ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND BUYER IS SOLELY RESPONSIBLE FOR DETERMINING THE PROPER APPLICATION AND USE OF THE APPARATUS. HME shall not be liable for consequential, incidental, special, exemplary, indirect or punitive damages arising from any product defect, delay, nondelivery, recall or other breach, but shall be held liable for actual and proximately caused damages incurred by Buyer as a result of HME's failure to properly construct or deliver the apparatus according to the specifications set forth herein.. Buyer shall not have any right of rejection or of revocation of acceptance of the Apparatus,

(b) IN ADDITION TO THE LIMITATIONS IN THE PRECEDING CLAUSE, HME'S TOTAL LIABILITY UNDER THIS AGREEMENT OR RELATED TO THE APPARATUS SHALL NOT, EXCEPT FOR ACTUAL AND PROXIMATELY CAUSED DAMAGES RESULTING FROM HME'S FAILURE TO CONSTRUCT OR DELIVER THE APPARATUS IN ACCORDANCE WITH THE SPECIFICATIONS SET FORTH HEREIN, EXCEED THE COST OF PROVIDING REPLACEMENT ITEMS OF THE APPARATUS FOR THOSE ITEMS OF APPARATUS NOT COMPLYING WITH THE TERMS OF THIS AGREEMENT OR, AT HME'S ELECTION, TO THE REFUND OR CREDITING TO BUYER OF THE AMOUNT EQUAL TO THE PRICE PAID BY BUYER FOR THE APPARATUS.

9. Permits and Compliance. HME is not responsible for obtaining any permit, inspection or license that is required for the operation of the Apparatus or placing the Apparatus in service in a particular jurisdiction. Except as set forth in the Specifications, HME does not make any promise or representation that the Apparatus will conform to any law, ordinance, regulation, code or standard, except for those standards applicable to the Apparatus on a national level by Federal law.

10. Intellectual Property and Confidentiality. All inventions (whether or not patentable), devices, technologies, ideas, improvements, processes, systems, software and other works and matters that HME creates or develops in the course of HME's design, development or manufacture of the Apparatus and all drawings and specifications that HME provides to Buyer ("Intellectual Property") shall be HME's sole property, and Buyer

assigns, and agrees to assign, to HME all right, title and interest that Buyer now has or in the future acquires in the Intellectual Property. Buyer shall not disclose or use any of the Intellectual Property or any information about HME's business, operations or activities, except to the extent necessary for Buyer to use the Apparatus.

11. Cancellation. Buyer does not have any right to cancel its agreement to buy the Apparatus from HME unless HME increases the Price. If HME increases the Price, Buyer will have fifteen days from the date of Buyer's receipt of the notice of the increase in the Price to cancel this Agreement. HME has the right to terminate this Agreement by providing notice to Buyer upon the occurrence of any events described in the paragraph titled "Force Majeure" or if HME is unable to obtain raw materials or components for the Apparatus in a timely or reasonable manner or otherwise produce the Apparatus. Upon termination of this Agreement, Buyer shall deliver to HME all materials relating to the Apparatus including, without limitation, all diagrams, drawings, blueprints, memoranda, specifications, and related documents. Buyer shall not retain any photocopies or other facsimiles of any of the materials. Upon termination of this agreement, HME shall, within fifteen days of notice of such termination, refund to Buyer any and all amounts paid to HME for the Apparatus, including any additional amounts for such things as delivery, inspection, titling, or administrative fees or taxes.

12. Tag-On / Additional Orders. At its sole discretion, HME may, with the written consent of the Buyer, allow the terms of this Agreement to be extended to both Buyer and similar agencies for the purchase of a similar Apparatus under similar terms for a period of one (1) year from the date of the execution of this Agreement. HME may adjust the Price to account for equitable Price adjustments associated with the change in the cost of the materials used to produce the Apparatus. Such adjustments will be based upon the Producer Price Index (PPI) for fire trucks and/or heavy transportation equipment or by itemizing Price changes expected by HME from the component vendors. If there are any changes between the Apparatus purchased via this Agreement and any subsequent orders, those changes must be documented via properly signed and executed change orders, including any necessary adjustments to the Price. If the purchasing agency is not Buyer, a separate Agreement must be executed under the terms of this Agreement to complete the additional purchases.

13. Parties' Rights. HME and Buyer have all the rights and remedies that applicable law gives to sellers and buyers. The Parties' rights and remedies are cumulative, and both Parties may exercise them from time to time. Neither Party's waiver of any right on one occasion shall be a waiver of any future exercise of that right.

14. Time for Bringing Action. Any action that Buyer brings against HME for breach of this Agreement or for any other claim that arises out of or relates to the Apparatus or its design, manufacture, sale or delivery must be brought within the period prescribed by the applicable statute of limitations..

15. Applicable Law. This Agreement between HME and Buyer shall be considered to have been made in the State of Michigan, and it shall be governed by and interpreted according to Michigan law. Either party may bring any action that arises out of or relates to this Agreement in any federal or state court in Kent County, Michigan that has jurisdiction of the subject matter, and Buyer irrevocably consents that any such court shall have personal jurisdiction over Buyer and waives any objection that the court is an inconvenient forum.

16. Notices. All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties address as set forth on the first page of this Agreement. Either party may change such address by giving notice to the other party of such change.

17. **Amendment and Waiver.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

18. **Attorney's Fees.** In the event legal action, including litigation, arbitration, or administrative agency action is undertaken to interpret or enforce any aspect of this agreement, the prevailing party shall be entitled to attorney's fees and court costs.

19. **Binding Effect; Benefits; Assignment.** All of the terms of this Agreement will be binding upon, inure to the benefit of and be enforceable by and against the successors and authorized assigns of each other party. Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies under or by reason of this Agreement, this Agreement being for the exclusive benefit of the parties and their respective heirs, personal representatives, successors and authorized assigns. No party will assign any of its respective rights or obligations under this Agreement to any other person without the prior written consent of the other party.

20. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by .pdf or any electronic signature complying with the federal Electronic Signatures in Global and National Commerce Act of 2000, Public Law 106-229, as amended (e.g., Adobe eSign or DocuSign) or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. The signatures of the parties transmitted electronically will be "electronic signatures" within the meaning of the Uniform Electronic Transaction Act (USA) and the Electronic Commerce Directive (EU) in all jurisdictions where the legislation has been adopted.

21. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

22. **Entire Agreement.** This Agreement constitutes the entire agreement between Buyer and HME with respect to the subject matter of this Agreement and supersedes all earlier agreements and understandings, oral and written, between the parties; provided, however, that nothing in this Agreement shall terminate, amend or modify any previously executed confidentiality agreement(s) between Buyer and HME. The Specifications and contents of Schedule A shall be incorporated into, made a part of and governed by the terms of this Agreement. If there is a conflict between these Terms and Conditions and the Specifications or any information on Schedule A, these Terms and Conditions shall control, unless Schedule A specifically amends these Terms and Conditions by reference to Paragraphs to be amended.

May 6, 2024

To: Mayor & Council

From: City Manager Susan Nicosia

RE: Park Use – Change in Hours of Use – 12:00 am (midnight)

Mayor and Council:

The Columbia Falls Chamber has submitted a special use permit for three Outdoor Movie Nights at Marantette Park this summer on July 13<sup>th</sup>, August 10<sup>th</sup>, and September 14<sup>th</sup>. The event will be held from 8:00 pm – 12:00 am (midnight). Past events were very well attended and went smoothly. The City received only positive comments after the events. City staff has reviewed the application for use and recommends approval of extending the hours for these community events. Last year's request was for only July and August and the Chamber is adding a September event this year.

City policy sets the hours for park use. As City Manager, I do not have the authority to amend those hours.

Council Action: Approve Marantette Park use to 12 midnight for the community movie nights July 13<sup>th</sup>, August 10<sup>th</sup>, and September 14<sup>th</sup>.

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT**

**THIS FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT** dated August 6, 2018 (“First Amendment”) is made and entered into effective this \_\_\_ day of April, 2024 (the “Effective Date”), by and between the **CITY OF COLUMBIA FALLS**, a municipal corporation, (the “City”), and the **COUNTY OF FLATHEAD**, a political subdivision of the State of Montana (the “County”).

**RECITALS:**

A. On January 12, 2005, the parties entered into an interlocal Agreement, (the “Interlocal Agreement”) which, among other things, clarified the City’s jurisdiction over zoning, subdivisions and floodplain permits. Further, Amendment No. 1 to the Interlocal Agreement was approved by the parties on May 7, 2012.

B. On August 6, 2018, the parties entered into a restated version of the Interlocal Agreement (the “Second Interlocal Agreement”), which superseded the 2005 Interlocal Agreement in its entirety and expressed a duration of five years from the effective date of the Second Interlocal Agreement.

C. Pursuant to recent legislation enacted in Montana, the Parties agree that interlocal agreements similar to the Interlocal Agreement and the Second Interlocal Agreement will no longer be either legally tenable or feasible.

D. The Second Interlocal Agreement is currently set to expire on August 20, 2023, but the City and County agree that more time is required for both entities to successfully transition away from the extra-territorial jurisdiction currently exercised by the City under the Second Interlocal Agreement.

E. In order to ensure the avoidance of any accrual of liability by the City for the intentional or unintentional exercise of zoning or subdivision jurisdiction over certain geographic areas beyond the legal boundaries of the City’s jurisdiction, the City and the County hereby agree to extend the current expiration date of the Second Interlocal Agreement to a date more specifically set forth herein.

**NOW, THEREFORE**, the parties hereto, for and in consideration of the covenants and stipulations contained herein to be kept and performed by the respective parties, mutually agree to the following amendment to the Second Interlocal Agreement:

1. The Second Paragraph of Section 8 of the Second Interlocal Agreement is amended in its entirety to read as follows:

“After approval and appropriate filing, this Agreement shall become effective and shall endure until June \_\_\_\_, 2024, or until terminated by law, by mutual agreement of the parties, or withdrawal of a party as provided by this part, whichever shall first occur.”

2. All remaining provisions of the Second Interlocal Agreement shall remain in full force and effect and the parties hereby ratify, confirm and approve of each of said provisions.

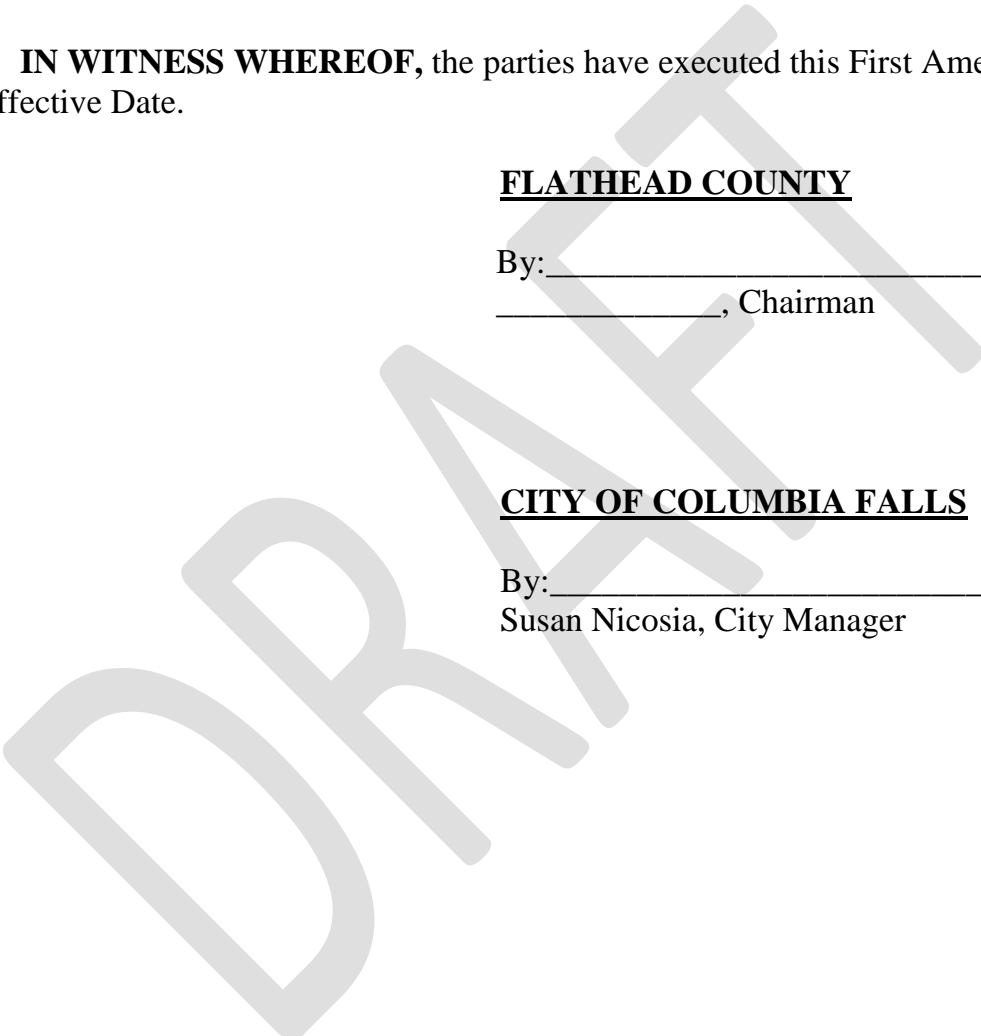
**IN WITNESS WHEREOF**, the parties have executed this First Amendment as of the Effective Date.

**FLATHEAD COUNTY**

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

**CITY OF COLUMBIA FALLS**

By: \_\_\_\_\_  
Susan Nicosia, City Manager





Melinda Horne, Permit Writer  
MGWPCS Program, Water Protection Bureau  
Montana Dept. of Environmental Quality  
PO Box 200901, Helena MT 59620-0901

RE: Lakeside County Water and Sewer District Groundwater Discharge Permit

Ms. Horne,

I am writing on behalf of the City Council of the City of Columbia Falls to express our full support for the Lakeside County Water and Sewer District's (LCWSD) application for a groundwater discharge permit. The permit will allow LCWSD to increase capacity and improve their operations, while also addressing the pressing issue of septage disposal and portable restroom waste disposal in our region.

We recognize this critical need for an acceptable solution to manage septage and portable restroom waste, especially given the considerable number of septic systems in the Flathead Valley. Council Member Shepard served on the first county-wide committee almost 20 years ago that worked on a draft report on how to address septage and biosolids disposal. The need to address septage treatment has only increased since that time.

While it does not directly impact the City of Columbia Falls, granting the groundwater discharge permit will address an urgent need for proper waste disposal and proactively safeguards our environment for current and future generations.

Sincerely,

Don Barnhart  
Mayor

May 6, 2024

### Letter of Comment to EPA

Mayor Barnhart requested that Council discuss submitting an updated letter of comment to the EPA regarding the CFAC cleanup after attending the prior week's public comment sessions and listening to the EPA Q&A, review of the formal studies as well as the complete engineering analysis.

I am attaching a copy of the March 25, 2021 letter that was sent to elected and appointed officials after the initial draft feasibility study was completed. Since that time, the EPA completed the full analysis of the testing and completed the report for the Record of Decision, more commonly referred to as ROD.

I am also attaching the letter the council submitted to elected and appointed officials in 2016 requesting that the CFAC site be on the EPA National Priorities Listing. This listing kicked off the 8-year analysis process that resulted in the June 2023 report and presentation and culminated in the ROD.

Council discussion requested is to review the process and determine if the Council wishes to submit a letter of comment to EPA at this time.

March 25, 2021

MT Department of Environmental Quality  
Chris Dorrington, DEQ Director  
PO Box 200901  
Helena, MT 59620-0901

RE: Columbia Falls Aluminum Company Site Feasibility Study

Dear Chris:

The Columbia Falls City Council would like to express concerns over the initial draft feasibility study for the cleanup of the former Columbia Falls Aluminum Company site which proposed leaving some hazardous materials on the property. The EPA and Glencore hosted a virtual meeting on February 11, 2021 whereby the draft plan was discussed. We understand that the EPA will prepare the draft plan for public comment later this spring but we wish to submit our comments at this time.

The City Council, on behalf of the community, continues to express their desire to see the site cleaned up with the contaminants removed from the site and not covered up or left in place to prevent the spread of groundwater contaminants. Providing clean, safe drinking water is important to the Council and to that end, the City has made significant investments in providing safe drinking water to the citizens of Columbia Falls. While testing of the City’s wells have not revealed that the known contaminants from the CFAC site have made their way into the City’s drinking water supply as of now, the City would not like to see cleanup and remedial action delayed until the City is faced with costly emergency measures to protect the City’s water supply.

History has shown that contaminants can surface many years later. Respectfully, we do not want to have a repeat of the Opportunity/Anaconda site issues with groundwater contamination appearing years after “clean up.” Leaving contaminants on site should not be an option.

Please consider the City’s paramount concern of providing safe, clean drinking water to our community while preparing the cleanup plan as well as the impacts in the residential areas just outside the City, such as Aluminum City. The ecological well-being of the Flathead River is of utmost significance to our community.

Sincerely,

Donald W. Barnhart, Mayor

John Piper, Councilman

Darin Fisher, Councilman

Paula Robinson, Councilman

Doug Karper, Councilman

Michael Shepard, Councilman

Jenny Lovering, Councilman

February 8, 2016

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

RE: National Priorities Listing – Columbia Falls Aluminum Company Site

Dear Mr. Cirian:

The Columbia Falls City Council voted unanimously to “stay the course” and continue the process of listing the Columbia Falls Aluminum Company Plant (CFAC) on the National Priorities List at their regular meeting on February 1, 2016. The Council came to this decision after much discussion and debate. The decision was not made lightly and was based on a thorough review of the actions and information to date. While the Council is appreciative of the progress made to date, obtaining an Administrative order and bonding for the testing phase, the Council would like to ensure there is no delay in getting through the actual clean up phase of the site.

The City Council, on behalf of the community, continues to express their desire to see the site cleaned up, preventing the spread of groundwater contaminants. Providing clean, safe drinking water is important to the Council and to that end, the City has made significant investments in providing safe drinking water to the citizens of Columbia Falls. While testing of the City’s wells have not revealed that the known contaminants from the CFAC site have made their way into the City’s drinking water supply as of now, the City would not like to see cleanup and remedial action delayed until the City is faced with costly emergency measures to protect the City’s water supply.

Please note the City Council’s unanimous support of the listing of the CFAC site on the National Priorities List.

Sincerely,

Donald W. Barnhart, Mayor

John Piper, Councilman

Darin Fisher, Councilman

David Petersen, Councilman

Doug Karper, Councilman

Michael Shepard, Councilman

Jenny Lovering, Councilman

Columbia Falls Fire Department Incident Breakdown

Item No. 17.

2024	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	2024
<b>Dispatches</b>	<b>44</b>	<b>17</b>	<b>25</b>	<b>26</b>									<b>112</b>	<b>Dispatches</b>
ALS Medical Total	2	0	0	0									2	ALS Medical Total
BLS Medical Total	12	5	9	6									32	BLS Medical Total
Medical CPR	2	0	0	0									2	Medical CPR
Medical ALS	0	0	0	0									0	Medical ALS
Medical BLS	1	0	0	2									3	Medical BLS
Medical Lift Assist	6	1	6	4									17	Medical Lift Assist
MVA with injury	1	0	0	1									2	MVA with injury
Extrication	0	0	0	0									0	Extrication
Ambulance Driver	0	0	0	0									0	Ambulance Driver
MVA non injury	4	4	3	3									14	MVA non injury
Airport Emergency	0	0	0	0									0	Airport Emergency
Traffic Control	0	0	0	0									0	Traffic Control
HazMat	8	1	2	2									13	HazMat
Hazardous Conditions	2	1	3	2									8	Hazardous Conditions
CO	0	1	0	0									1	CO
Gas Leak/Odor inside	1	0	1	0									2	Gas Leak/Odor inside
Gas Leak/Odor outside	1	0	1	1									3	Gas Leak/Odor outside
Powerline	3	0	1	0									4	Powerline
Other	0	0	0	0									0	Other
Service	4	0	0	1									5	Service
Good Intent	2	2	0	4									8	Good Intent
Fire Alarm	3	2	1	0									6	Fire Alarm
False Alarm	3	0	1	0									4	False Alarm
Illegal burn	0	1	1	0									2	Illegal burn
Smoke Investigation, outside	0	0	0	0									0	Smoke Investigation, outside
Smoke Investigation, inside	1	0	0	1									2	Smoke Investigation, inside
Cancelled enroute	5	4	9	4									22	Cancelled enroute
Fire, residential	5	0	0	1									6	Fire, residential
Fire, chimney	0	0	1	0									1	Fire, chimney
Fire, commercial	1	0	0	0									1	Fire, commercial
Fire, vehicle	0	1	0	0									1	Fire, vehicle
Fire, vegetation, grass	0	0	0	0									0	Fire, vegetation, grass
Fire, vegetation, wildland	0	0	0	0									0	Fire, vegetation, wildland
<b>Dispatch Totals</b>	<b>44</b>	<b>17</b>	<b>25</b>	<b>26</b>									<b>112</b>	<b>Dispatch Totals</b>
Structure fires (In District)	2	0	0	0									2	Structure fires
Structure fires (Mutual aid)	4	0	0	1									5	
Acres burned	0	0	0	0									0	Acres burned

Columbia Falls Fire Department  
2024 Runs

Item No. 17.

	Jan	Feb	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec.	Calls YTD 2	2024
calls	44	17	25	26									112	
Weeks	18	13	13	17									61	54.46%
Peterson	16	3	9	13									41	36.61%
Smith, R.	18	6	7	14									45	40.18%
Thomas	17	7	9	12									45	40.18%
Ross	3	2	0	4									9	8.04%
Kemppainen	1	0	1	1									3	2.68%
Loughery	8	0	2	4									14	12.50%
Shanks	1	0	1	4									6	5.36%
Perkins	3	0	2	9									14	12.50%
Smith, K.	0	6	12	2									20	17.86%
Arnold	3	6	10	8									27	24.11%
Woodruff	13	7	12	7									39	34.82%
Vanhaverbeke	0	0	0	0									0	0.00%
Bates	0	1	0	2									3	2.68%
Stuhler	5	1	5	6									17	15.18%
Schrader	5	1	1	1									8	7.14%
Willcut	12	1	5	7									25	22.32%
Grogan	32	10	19	24									85	75.89%
O'Brien	16	6	2	6									30	26.79%
Dickerson	7	0	2	2									11	9.82%
Butts	1	1	1	1									4	3.57%
Hogan	16	9	10	11									46	41.07%
Dolph	9	6	1	0									16	14.29%
Kehl, S	9	3	7	8									27	24.11%
Kehl, M	4	2	3	2									11	9.82%
Ryan	0	1	7	5									13	11.61%
Vessels	28	13	22	16									79	70.54%
Kienas			5	7										
Johnson			2	3										
			#1 month		#2 month									
									2024 #1				Department Average:	28.96
														25.86%

	Jan	Feb	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec.	Calls YTD 2	2023
Total calls	44	17	25	26									112	
Rural	24	9	15	18									66	58.93%
City	20	8	10	8									46	41.07%
Mutual Aid Received	0	0	0	0									0	0.00%
Mutual Aid Given	4	1	0	1									6	5.36%
Medical & MVA	14	5	9	10									38	33.93%

**CITY OF COLUMBIA FALLS  
CORRESPONDENCE LIST  
COUNCIL MEETING  
May 6, 2024**

04/29/24 Letter from DEQ – rule amendments and repeals

04/24/24 Email from Laura Balis – survey to adopt active transportation interventions

04/24/24 CFAC Spring 2024 Newsletter



RECEIVED

APR 29 2024

CITY OF COLUMBIA FALLS

April 26, 2024

Dear Interested Party,

On April 26, 2024, the Montana Department of Environmental Quality (department) initiated rulemaking on proposed NEW RULE I, NEW RULE II, Department Circular DEQ-15, and rule amendments and repeals. This action will implement statute at 75-5-321, MCA, and Senate Bill 358 which was adopted by the 2021 Regular Session of the Montana Legislature.

The statute at 75-5-321, MCA requires the department to adopt rules related to narrative nutrient standards and an Adaptive Management Program. The rules provide for an incremental watershed approach for protecting and maintaining water quality while reasonably balancing all factors impacting a water body, prioritize the minimization of phosphorus, and identify appropriate response variables affected by nutrients and associated impact thresholds in accordance with the beneficial uses of the water body. Senate Bill 358 also requires that the department amend rules to delete all references to Department Circular DEQ-12A, Department Circular DEQ-12B, base numeric nutrient standards, and nutrient standards variances.

NEW RULE I (Translation of Narrative Nutrient Standards) describes how narrative nutrient standards will be translated to determine whether water quality standards are met in state surface waters. NEW RULE II (Implementation of the Adaptive Management Program for Narrative Nutrient Standards) describes the implementation of an Adaptive Management Program within the Montana Pollutant Discharge Elimination System (MPDES) permitting program. Department Circular DEQ-15 (March 2024 edition) provides procedures and requirements related to both new rules.

As noted, the proposed rulemaking amends rules to delete references to Department Circular DEQ-12A, Department Circular DEQ-12B, base numeric nutrient standards, and nutrient standards variances. This action also incorporates permit fees related to the new Adaptive Management Program, amends related nondegradation rules, and improves clarity. In addition, the proposed rulemaking repeals the framework rule ARM 17.30.1388, which is rendered unnecessary and redundant with the adoption of the new rules, and repeals ARM 17.30.660, an administrative update to remove a rule which was directly repealed by Senate Bill 358.

On June 10, 2024, at 10:00 a.m., a public hearing will be held in room 111 of the Metcalf Building, 1520 East Sixth Avenue, Helena, Montana, to consider rule adoption, amendment, and repeal as proposed in MAR 17-434 in the Montana Administrative Register. You may also join the hearing virtually via Zoom. More information is available on the department's website, including a copy of the notice of public hearing on proposed adoption, amendment, and repeal, and instructions on how to attend remotely, at <https://deq.mt.gov/public/water-public>. The department will make reasonable accommodation for persons with disabilities who wish to participate in this rulemaking process or need an alternative accessible format of this notice (see the MAR notice on the website for details). Copies of Department Circular DEQ-15 may be obtained from the Department of Environmental Quality, P.O. Box 200901, Helena, MT 59620-0901, or on the department's website at <https://deq.mt.gov/public/water-public>.



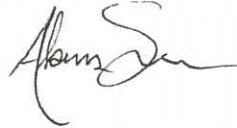
You are invited to submit data, views, or arguments concerning the proposed action either orally or in writing at the hearing. Written data, views, or arguments may also be submitted to the Department of Environmental Quality, 1520 E. Sixth Avenue, P.O. Box 200901, Helena, Montana 59620-0901; faxed to (406) 444-4386; or e-mailed to DEQMAR17-434@mt.gov and must be received no later than 5:00 p.m. on June 10, 2024. To be guaranteed consideration, mailed comments must be postmarked on or before that date.

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

Sincerely,



Katie Makarowski  
Water Quality Planning Bureau  
Standards and Modeling Section Supervisor  
(406) 444 - 3639  
kmarowski@mt.gov



Alanna Shaw  
Water Protection Bureau  
MPDES Section Supervisor  
(406) 444 - 3967  
Alanna.shaw2@mt.gov

**From:** City of Columbia Falls Montana <columbiafalls-mt@municodeweb.com>  
**Sent:** Tuesday, April 23, 2024 12:46 PM  
**To:** B Staaland  
**Subject:** Form submission from: Contact Us

Submitted on Tuesday, April 23, 2024 - 12:45pm

Submitted by anonymous user: 69.202.240.14

Submitted values are:

First Name Laura  
Last Name Balis  
Email [lbalis@centerfornutrition.org](mailto:lbalis@centerfornutrition.org)  
Question/Comment  
Hello,

RECEIVED  
APR 24 2024  
CITY OF COLUMBIA FALLS

My name is Laura Balis, and I'm a Research Scientist at the Gretchen Swanson Center for Nutrition.

We're interested in reaching local elected officials about participating in a brief (~10 minute) survey as part of a research study, "Barriers and facilitators to adopting active transportation interventions" study (UNMC IRB #0173-24-EX, Principal Investigator: Laura Balis). The goal of the study is to learn more about factors that are important when considering adopting active transportation interventions. The study results will be used to design strategies to increase the adoption of active transportation interventions.

Please follow this link: [https://unmcnutrition.col.qualtrics.com/jfe/form/SV\\_9sJdN5FheAhqsd0](https://unmcnutrition.col.qualtrics.com/jfe/form/SV_9sJdN5FheAhqsd0) to complete the survey by Tuesday, May 7th and/or forward the survey to council members in your town. Everyone who is invited to participate will have the opportunity to enter a raffle for a \$100 e-gift card which can be used for a variety of retailers (e.g., Amazon, Target, grocery stores) or charity organizations.

Please let me know if you have any questions.

Thank you,  
Laura

Laura Balis, PhD  
Research Scientist  
Gretchen Swanson Center for Nutrition  
14301 FNB Parkway, Suite 100, Omaha, NE 68154  
Direct: (531) 895-4138  
Remote Location: St. George, UT (Mountain Time)

The results of this submission may be viewed at:

<https://www.cityofcolumbiafalls.org/node/7/submission/1956>