



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

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

**CITY COUNCIL REGULAR MEETING
AGENDA
MONDAY, OCTOBER 21, 2024
COUNCIL CHAMBERS CITY HALL**

FINANCE COMMITTEE – 6:30 P.M

Barnhart, Lovering and King

REGULAR MEETING – 7:00 P.M.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

CONSENT AGENDA:

- [1.](#) Approval of Claims - October 18, 2024 - \$232,449.83
- [2.](#) Approval of Payroll Quarterly Claims- October 9, 2024 - \$29,164..80
- [3.](#) Approval of Payroll Claims - October 11, 2024 - \$114,606.25
- [4.](#) Approval of Regular Council Meeting Minutes - October 7, 2024
- [5.](#) Approval of Grant Agreement - MT DOC Montana Community Reinvestment Program Contract #MT-MCR-PL-25-09 and authorize City Manager to execute.
- [6.](#) Records Destruction Document - October 8, 2024

VISITORS/PUBLIC COMMENT (Items not on agenda)

NEW BUSINESS:

- [7.](#) Probationary Volunteer Firefighter Cierra Atchley
- [8.](#) Surplus 457 - 2001 HME
- [9.](#) Surplus 431 - 1994 Type 1 Structure Engine Made by Central States

UNFINISHED BUSINESS:

- [10.](#) Appointment of Local Government Study Commissioners

- [11.](#) Award Grit Classifier Bid to WTP Equipment Corporation - \$81,950.
- [12.](#) Knife River Sidewalk and Parking Project Change Order #2 - Decrease \$15,309.13

REPORTS / BUSINESS FROM MAYOR & COUNCIL

CITY MANAGER REPORT

- [13.](#) Service Line Repair Program

CITY ATTORNEY REPORT

MISCELLANEOUS

- [14.](#) Correspondence

ADJOURN

Next Scheduled Meetings:

City Council – Regular Meeting, **November 4, 2024**– 7:00 PM

Columbia Falls Planning Commission – TBD

10/18/24
14:26:55

CITY OF COLUMBIA FALLS
Claim Approval List
For the Accounting Period: 10/24

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Report ID: AP100V

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
46544		3238 360 OFFICE SOLUTIONS	410.15						
	14642550	10/04/24 PD-1440 TONER/LGL FOLDERS	77.99			1000 420100	210		101000
	14642551	10/07/24 PD- 1440 TONER	78.99			1000 420100	210		101000
	14662490	10/09/24 PD-ENVELOPES	8.29			1000 420100	210		101000
	14677900	10/15/24 PD-DR400 TONER	54.81			1000 420100	210		101000
	14677890	10/14/24 FIN-80A TONER	25.67			1000 410500	210		101000
	14677890	10/14/24 SWR-80A TONER	25.66			5310 430600	210		101000
	14677890	10/14/24 WTR-80A TONER	25.66			5210 430500	210		101000
	14658870	10/09/24 FIN-80A TONER/REG TAPE/TAB'S	34.29			1000 410500	210		101000
	14658870	10/09/24 WTR-80A TONER/REG TAPE/TAB'S	34.30			5210 430500	210		101000
	14658870	10/09/24 SWR-80A TONER/REG TAPE/TAB'S	34.30			5310 430600	210		101000
	14658871	10/10/24 FIN-PACKING TAPE	3.39			1000 410500	210		101000
	14658871	10/10/24 WTR-PACKING TAPE	3.40			5210 430500	210		101000
	14658871	10/10/24 SWR-PACKING TAPE	3.40			5310 430600	210		101000
		Total for Vendor:	410.15						
46524		2864 AMBIENTE H20 INC.	2,278.68						
	V240890	10/10/24 SWR-CABLE TRUMPET, ELECTRODE	2,278.68			5310 430600	240		101000
		Total for Vendor:	2,278.68						
46518		1700 BRECK LAW OFFICE, PC	157.50						
	OCTOBER FEES								
	394	10/08/24 ADD'L SERVICES	157.50			1000 411100	350		101000
		Total for Vendor:	157.50						
46549	E	2852 CHARTER COMMUNICATIONS	314.95						
	AUTO PAY								
	100124	10/01/24 PD-INTERNET 9/1-9/31	159.98			1000 420100	345		101000
	100624	08/01/24 SWR-INTERNET 9/1-9/31	154.97			5310 430600	345		101000
		Total for Vendor:	314.95						
46550		1145 CITY OF WHITEFISH BUILDING	26,483.60						
	Permits issued for September 2024								
	093024	09/30/24 BUILDING PERMITS 9/24	25,556.05			2394 420500	398		101000
	093024	09/30/24 ELECTRICAL PERMITS 9/24	614.25			2394 420500	398		101000
	093024	09/30/24 MECHANICAL PERMITS 9/24	189.80			2394 420500	398		101000

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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
	093024	09/30/24 PLUMBING PERMITS 9/24	123.50			2394 420500	398		101000
		Total for Vendor:	26,483.60						
46535		3278 DREAMLAND SKATEPARKS LLC	165,528.00						
		Fenholt Skatepark - Pay app #2							
	Pay App 2	10/15/24 PRKS-FENHOLT SKATEPARK	167,200.00			4010 460400	930		101000
	Pay App 2	10/15/24 PRKS- STATE 1% W/HOLDING	-1,672.00			4010 460400	930		101000
		Total for Vendor:	165,528.00						
46546		21 FLATHEAD ELECTRIC COOP INC	16,450.10						
		SEPTEMBER 2024							
	101724	09/30/24 FAC-8/25-9/25/24	363.85			1000 411200	341		101000
	101724	09/30/24 PD-8/25-9/25/24	38.41			1000 420100	341		101000
	101724	09/30/24 FD-8/25-9/25/24	405.00			1000 420400	341		101000
	101724	09/30/24 PRKS-8/25-09/25/24	719.73			1000 460400	341		101000
	101724	09/30/24 POOL-08/25-9/25/24	72.63			1000 460445	341		101000
	101724	09/30/24 LIGHTING-8/25-9/25/24	2,538.65			2400 430200	341		101000
	101724	09/30/24 STRS-8/25-9/25/24	122.02			2500 430200	341		101000
	101724	09/30/24 WTR-8/25-9/25/24	5,578.27			5210 430500	341		101000
	101724	09/30/24 SWR-08/25-9/25/24	6,611.54			5310 430600	341		101000
		Total for Vendor:	16,450.10						
46514		1378 GLACIER CLEAN CAR WASH	150.00						
	172-2024	10/06/24 PD-FLEET WASH CARD-33073	150.00			1000 420100	361		101000
		Total for Vendor:	150.00						
46529		2806 HANSON'S HARDWARE	156.11						
	612643	10/02/24 STR- STEP STOOL, CLEANING SUPP	35.96			2500 430200	220		101000
	612634	10/02/24 STR- CONNECTOR	8.99			2500 430200	220		101000
	612741	10/10/24 SWR-FLEX COUPLING	5.99			5310 430600	240		101000
	612678	10/04/24 FD- WEED KILLER	64.19			1000 420400	220		101000
	612607	09/30/24 STR- AAA BATTERIES	25.99			2500 430200	220		101000
	612604	09/30/24 PRK-TOILET DRAIN AUGER	14.99			1000 460400	240		101000
		Total for Vendor:	156.11						

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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
46522		1659 HIGH COUNTRY LINEN SUPPLY	299.48						
	0609930	10/07/24 FAC-CITY HALL, POLC, CRT, FIN	262.74			1000 411200	224		101000
	0609930	10/07/24 FAC-FIRE HALL	36.74			1000 411200	224		101000
		Total for Vendor:	299.48						
46513		260 INSTY-PRINTS OF KALISPELL	690.00						
	261461	10/01/24 PD-CHIEF STEPHENS BIZ CARDS	100.00			1000 420100	210		101000
	261462	10/01/24 PD-VOLUNTARY STATEMENTS	590.00			1000 420100	210		101000
		Total for Vendor:	690.00						
46543		1290 KROGER COMPANY	280.00						
	358732	08/28/24 ADMIN -(7) FLU SHOTS	280.00			1000 410400	390		101000
		Total for Vendor:	280.00						
46545		3284 LARRY GROGAN	55.97						
	10/16/24	10/16/24 FD-REMB. FOR BATTERIES	55.97			1000 420400	220		101000
		Total for Vendor:	55.97						
46528		1690 LASALLE SAND & GRAVEL CORP	1,472.52						
	191842	09/25/24 STR--3/4 CRUSH MINUS 1400	283.58			2500 430200	452		101000
	191841	09/25/24 STR- 3/4 CRUSH MINUS 1400	308.68			2500 430200	452		101000
	191832	09/25/24 STR- 3/4 CRUSH MINUS 1400	293.73			5210 430500	230		101000
	191820	09/25/24 STR- 3/4 CRUSH MINUS1400	282.28			5210 430500	230		101000
	191819	09/25/24 STR- 3/4 CRUSH MINUS 1400	304.25			5210 430500	230		101000
		Total for Vendor:	1,472.52						
46516		162 LOGAN HEALTH - WHITEFISH	70.25						
	10/11/24	07/19/24 PD-EVIDENCE	28.25			1000 420100	390		101000
	10/11/24	09/26/24 PD-EVIDENCE	21.00			1000 420100	390		101000
	10/16/24	09/21/24 PD-EVIDENCE	21.00			1000 420100	390		101000
		Total for Vendor:	70.25						
46542		3283 MICHAEL RIGHETTI	3,094.54						
	SEPT 2024	10/07/24 SEPT-OCT HOUSING SHRIVES	1,500.00			1000 410400	390		101000
	OCT 2024	10/07/24 OCT-NOV HOUSING SHRIVES	1,500.00			1000 410400	390		101000
	10/17/24	10/07/24 UTILITIES/SHRIVES	94.54			1000 410400	390		101000
		Total for Vendor:	3,094.54						

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46536		707 MONTANA DEPT. OF REVENUE	1,672.00						
		Fenholt Skatepark pay app #2							
		Pay App 2 10/15/24 1% w/holding-Dreamland Skat	1,672.00			4010 460400	930		101000
		Total for Vendor:	1,672.00						
46530		43 MONTANA ENVIRONMENTAL LABORATORY	458.00						
		2409585 09/12/24 WTR-COLIFORM	150.00			5210 430500	394		101000
		2409041 09/04/24 SWR-NITRATE,NITRITE,NITROGEN	67.00			5310 430600	394		101000
		2409291 09/10/24 SWR-AMONIA/N+N/TKN	92.00			5310 430600	394		101000
		2409294 09/12/24 SWR-ALUMINUM DISSOLVED	15.00			5310 430600	394		101000
		2409698 09/17/24 SWR-NITRATE+NITRATE/TKN	67.00			5310 430600	394		101000
		2409996 09/23/24 SWR-NITRATE+NITRITE/TKN	67.00			5310 430600	394		101000
		Total for Vendor:	458.00						
46538		722 MORRISON-MAIERLE, INC.	172.00						
		000248498 10/07/24 WTR-ON CALL SRVS/HANSON	86.00			5210 430500	354		101000
		000248498 10/07/24 SWR-ON CALL SRVS/HANSON	86.00			5310 430600	354		101000
		Total for Vendor:	172.00						
46527		1247 MURDOCH'S RANCH & HOME	552.91						
		247999 10/07/24 STR-HORSE STALL MAT	274.95			2500 430200	232		101000
		244364 10/07/24 STR-GLUE	27.98			2500 430200	220		101000
		246906 09/25/24 SWR-YARD CART	229.99			5310 430600	212		101000
		246989 10/05/24 SWR-STOOL	19.99			5310 430600	220		101000
		Total for Vendor:	552.91						
46532		52 NAPA AUTO PARTS	117.32						
		0954375 09/23/24 STR-PAINT/FILTER/CLAMP	117.32			2500 430200	220		101000
		Total for Vendor:	117.32						
46534		90 NATIONAL FIRE PROTECTION	225.00						
		ID # 3512113							
		0284658M 10/04/24 FD-MBRSHIP RENEWAL TO 11/22/	225.00			1000 420400	335		101000
		Total for Vendor:	225.00						

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46531		2168 NORTH CENTRAL LABORATORIES	104.91						
	509665	09/26/24 SWR-BOTTLE BRUSH	104.91			5310 430600	222		101000
		Total for Vendor:	104.91						
46521		2002 NORTHWEST PARTS & EQUIPMENT &	287.40						
	C727712-02	10/07/24 SWR- 1,4" CABLE	45.00			5310 430600	240		101000
	C727712-02	10/07/24 SWR- AIRCRAFT CABLE	242.40			5310 430600	240		101000
		Total for Vendor:	287.40						
46547		1437 NORTHWESTERN ENERGY	384.00						
		NATURAL GAS SERVICE							
	092724	09/27/24 FAC-8/24-9/27/24	85.05			1000 411200	344		101000
	092724	09/27/24 PD-8/24-9/27/24	23.25			1000 420100	344		101000
	092724	09/27/24 FD-8/24-9/27/24	39.19			1000 420400	344		101000
	092724	09/27/24 STRS-8/24-9/27/24	33.70			2500 430200	344		101000
	092724	09/27/24 WTR-8/24-9/27/24	14.18			5210 430500	344		101000
	092724	09/27/24 SWR-08/24-9/27/24	151.48			5310 430600	344		101000
	092724	09/27/24 POOL-08/24-9/27/24	37.15			1000 460445	344		101000
		Total for Vendor:	384.00						
46526		2816 O'REILLY AUTO PARTS	181.58						
	487220	08/14/24 STR-TOWELS	14.99			2500 430200	220		101000
	493082	09/24/24 STR- GLOVES	27.26			2500 430200	220		101000
	494156	10/02/24 STR- BRUSH/TIRE WET	43.97			2500 430200	220		101000
	494305	10/03/24 STR-GLASS STRIPPER/CLOTH	18.48			2500 430200	220		101000
	495348	10/11/24 PD-(3) OIL FILTERS	31.87			1000 420100	232		101000
	494195	10/02/24 PD-OIL FILTERS	23.94			1000 420100	232		101000
	494195	10/02/24 PD-WPR FLUID/GLASS CLNR	21.07			1000 420100	220		101000
		Total for Vendor:	181.58						
46552		801 PACIFIC STEEL & RECYCLING	1,717.00						
	8831307	09/24/24 HANDRAIL PROJECT/5TH ST W	1,717.00			2310 470300	930		101000
		Total for Vendor:	1,717.00						

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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
46551		1495 PLATT ELECTRIC SUPPLY	926.63						
	136957	09/03/24 LIGHTING-STREET LIGHTS	926.63			2400 430200	240		101000
		Total for Vendor:	926.63						
46553		999999 ROSS STRAUER	130.90						
MSO	OODA LOOP COURSE								
	101724	10/17/24 WTR-REIMB.REFUND STRAUER	130.90			5210 214010			101000
		Total for Vendor:	130.90						
46525		862 SUCCESSFUL SIGNS AND AWARDS	59.00						
	12119	10/10/24 CNCL-NAME PLATE - STEPHENS	20.00			1000 410100	220		101000
	12119	10/10/24 FIN- NOTARY STAMP - MURPHY	39.00			1000 410500	210		101000
		Total for Vendor:	59.00						
46537		3222 SUMMIT FIRE & SECURITY LLC	116.00						
		Invoice for servicing pool fire extinguishers from May 2024. Invoice not previously sent to the city for processing.							
	1585279	05/30/24 POOL-INSPECTION FIRE EXT	116.00			1000 460445	360		101000
		Total for Vendor:	116.00						
46554		2699 THE MAIL ROOM, INC	259.39						
D121867									
	D121867	10/14/24 PD-MAIL SRVS 10/11/24	15.51			1000 420100	310		101000
	D121867	10/14/24 FIN-MAIL SRVS 10/11/24	55.64			1000 410500	310		101000
	D121867	10/14/24 WTR-MAIL SRVS 10/11/24	48.90			5210 430500	310		101000
	D121867	10/14/24 SWR-MAIL SRVS 10/11/24	48.90			5310 430600	310		101000
	D121867	10/14/24 CRT-MAIL SRVS 10/11/24	87.52			1000 410360	310		101000
	D121867	10/14/24 PNZ-MAIL SRVS 10/11/24	2.92			1000 411000	310		101000
		Total for Vendor:	259.39						
46515		1623 THE UPS STORE #4515	68.80						
	024574	09/20/24 PD-EVIDENCE SHIPPING	12.67			1000 420100	310		101000
	024772	09/30/24 PD-EVIDENCE SHIPPING	12.67			1000 420100	310		101000
	024877	10/04/24 SWR-RETURN RADIOS WRONG FREQ	30.79			5310 430600	310		101000
	024573	09/20/24 PD- EVIDENCE SHIPPING	12.67			1000 420100	310		101000
		Total for Vendor:	68.80						

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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
46512		3063 UTILITIES UNDERGROUND LOCATION	96.32						
		MONTH OF SERVICE September							
		56 TOTAL							
	4095075	09/30/24 WTR-SEPT 2024 UDIGS	32.10			5210 430500	318		101000
	4095075	09/30/24 SWR-SEPT 2024 UDIGS	32.11			5310 430600	318		101000
	4095075	09/30/24 STRS-SEPT 2024 UDIGS	32.11			2500 430200	318		101000
		Total for Vendor:	96.32						
46520		84 WESTERN BUILDING CENTER	292.82						
	411080127	10/11/24 POOL-PLYWOOD,STYRO,WHITE WO	74.40			1000 460445	240		101000
	411077662	10/10/24 SWR-POLY FILM,U-BOLT	123.48			5310 430600	240		101000
	411064924	10/03/24 WTR- GARDEN BOW RAKE	25.99			5210 430500	220		101000
	411058207	09/30/24 FD- ORTHO WEED KILLER	39.98			1000 420400	220		101000
	411076002	10/09/24 STR- STAPLE GUN/STAPLES	26.98			2500 430200	220		101000
	411076134	10/09/24 PRKS-KEY/CUTTING	1.99			1000 460400	220		101000
		Total for Vendor:	292.82						
46548		3021 WGM GROUP	6,526.00						
		FISHING PIER AT RIVERS EDGE PARK POND							
	72967	08/09/24 RIVERS EDGE FISHING PIER	5,863.00			1000 460400	354		101000
	73620	10/15/24 RIVERS EDGE FISHING PIER	600.00			1000 460400	354		101000
	73621	10/15/24 RIVERS EDGE FISHING PIER	63.00			1000 460400	354		101000
		Total for Vendor:	6,526.00						
46523		3275 WITTY'S GARAGE	210.00						
	1025	10/13/24 PD-OILCHNG UNIT 1	52.50			1000 420100	361		101000
	1026	10/13/24 PD-OILCHNG UNIT 17	52.50			1000 420100	361		101000
	1027	10/13/24 PD-OILCHNG UNIT 24	52.50			1000 420100	361		101000
	1028	10/13/24 PD-OIL CHNG UNIT 25	52.50			1000 420100	361		101000
		Total for Vendor:	210.00						
		# of Claims 37	Total:	232,449.83		# of Vendors 36			
		Total Electronic Claims		314.95					
		Total Non-Electronic Claims		232134.88					

10/18/24
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CITY OF COLUMBIA FALLS
Fund Summary for Claims
For the Accounting Period: 10/24

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Fund/Account	Amount
1000 GENERAL FUND	
101000 CASH/CASH EQUIVALENTS	14,633.44
2310 TAX INCREMENT DISTRICT FUND	
101000 CASH/CASH EQUIVALENTS	1,717.00
2394 BUILDING CODE ENFORCEMENT FUND	
101000 CASH/CASH EQUIVALENTS	26,483.60
2400 SPECIAL LIGHTING DISTRICT FUND	
101000 CASH/CASH EQUIVALENTS	3,465.28
2500 SPECIAL STREET MAINTENANCE DISTRICT FUND	
101000 CASH/CASH EQUIVALENTS	1,402.96
4010 CAPITAL PROJECTS FUND - Parks	
101000 CASH/CASH EQUIVALENTS	167,200.00
5210 WATER ENTERPRISE FUND	
101000 CASH/CASH EQUIVALENTS	7,009.96
5310 SEWER ENTERPRISE FUND	
101000 CASH/CASH EQUIVALENTS	10,537.59
Total:	232,449.83

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Council Meeting Date: 10/21/2024

Claims Submitted to Council:\$ 232,449.83

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

Prepared By: Shawn Bates, Finance Director

Shawn Bates

Approved by Mark Shrives, Interim City Manager

Mark Shrives

City Council to Approve by motion on consent agenda

The following claims are significant:

WGM Group - \$6,526 Rivers Edge fishing pier engineering. (Fund 1000)
Dreamland Skateparks LLC - \$167,200 Fenholt skatepark pay app #2. Fund 4010)

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

10/09/24
08:47:25

CITY OF COLUMBIA FALLS
Payroll Summary For Payrolls from 10/09/24 to 10/09/24

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Item No.2.

Total for Payroll Checks

	Employee	Employer	Amount
Total			0.00
Total Payroll Expense (Gross Pay + Employer Contributions):			0.00
Total Discounts:	-331.12		
Total Payroll Expense (Less Discounts):	331.12		

3rd Qtr. Reports
10/9/2024
\$29,164.80

Check Summary

Payroll Checks Prev. Out.	\$69,619.35
Payroll Checks Issued	\$25,712.48
Payroll Checks Redeemed	\$65,904.35
Payroll Checks Outstanding	\$29,427.48
Electronic Checks	\$3,452.32

	Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
Deductions Accrued				
Total Ded.	0.00	0.00	0.00	0.00

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

10/10/24
09:58:05

CITY OF COLUMBIA FALLS
Payroll Summary For Payrolls from 10/11/24 to 10/11/24

Page: 1 of 2
Report ID: P130

Total for Payroll Checks

	Employee	Employer	Amount
COMA HOURS (Comp Time Accumulated)	49.88		
COMP HOURS (Comp Time Used)	4.00		107.66
OTHE HOURS (Other Time Used)	80.00		3,461.60
OVER HOURS (Overtime)	143.50		6,719.51
PERS HOURS (Personal Time Used)	8.00		231.44
REG HOURS (Regular Time)	2,638.25		86,226.22
SHFN HOURS (Shift B)	260.00		520.00
SHFQ HOURS (OVT B)	48.00		144.00
SICK HOURS (Sick Time)	48.73		1,226.23
VACA HOURS (Vacation Time Used)	170.81		4,756.39
GROSS PAY	103,393.05	0.00	
NET PAY	72,250.53	0.00	
AFLAC-POSTTAX	86.97	0.00	
AFLAC-PRETAX	150.29	0.00	
CITY OF CF ELEC	1,948.00	0.00	
CITY OF COLUMBI	20.00	0.00	
FIT	8,329.37	0.00	
FLEX ALLEGIANCE	616.00	20.00	
FOP	450.00	0.00	
HEALTHINS/PRE	3,326.20	29,568.90	
MEDICARE	1,420.65	1,420.65	
MT ST FIRE ASSO	107.18	0.00	
MUTUAL OF OMAHA	286.90	0.00	
NATIONWIDE/CITY	0.00	622.23	
NATIONWIDE/EMP	200.00	0.00	
P.E.R.S.	3,796.39	4,358.64	
PERS RETIREE	0.00	97.96	
PERS/FURS	1,146.87	1,539.16	
PERS/POLICE	2,460.77	3,939.99	
SIT	3,033.00	0.00	
SOCIAL SECURITY	3,414.43	3,414.43	
TEAMSTERS DUES	349.50	0.00	
UNEMPL. INSUR.	0.00	465.26	
WORKERS' COMP	0.00	3,434.16	
BECU	636.03	0.00	
CHARLES SCHWAB	1,814.27	0.00	
FIRST INTERSTAT	1,236.48	0.00	
FREEDOM BANK	3,595.22	0.00	
GLACIER BANK KA	6,927.26	0.00	
GLACIER BANK MS	3,294.35	0.00	
GLACIER BANK/CF	19,866.90	0.00	
GLACIER BANK/WF	2,087.97	0.00	
NAVY FEDERAL CR	1,826.60	0.00	
PARKSIDE CR U	8,218.65	0.00	
REGIONS BANK	2,518.05	0.00	
STOCKMAN BANK	966.63	0.00	
USAA FEDERAL	5,205.71	0.00	
USBANK.	895.61	0.00	

Payroll
Oct. 11, 2024
\$ 114,600.25
Baw Stalund

10/10/24
09:58:05

CITY OF COLUMBIA FALLS
Payroll Summary For Payrolls from 10/11/24 to 10/11/24

Page: 2 of 2
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WELLS FARGO	2,410.73	0.00
WELLS FARGO, TX	2,163.15	0.00
WFISH CR UNION	8,586.92	0.00
FIT/SIT BASE	89,748.53	0.00
MEDICARE BASE	97,974.79	0.00
PERS BASE	87,196.06	0.00
SOC SEC BASE	55,071.68	0.00
UN BASE	103,393.05	0.00
WC BASE	101,153.22	0.00

Total	48,881.38
Total Payroll Expense (Gross Pay + Employer Contributions):	152,274.43

Check Summary

Payroll Checks Prev. Out.	\$95,331.83
Payroll Checks Issued	\$949.41
Payroll Checks Redeemed	\$66,726.58
Payroll Checks Outstanding	\$29,554.66
Electronic Checks	\$113,656.84

Deductions Accrued	Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
Social Security	6,828.86	6,828.86		212260
Medicare	2,841.30	2,841.30		212260
P.E.R.S.	8,155.03	8,155.03		212270
Unempl. Insur.	465.26	465.26	930.52	212210
Workers' Comp	3,434.16	3,434.16	6,868.32	212220
FIT	8,329.37	8,329.37		212260
SIT	3,033.00	3,033.00		212260
AFLAC-PRETAX	150.29	150.29	300.58	212230
NATIONWIDE/EMP	200.00	200.00		212280
Teamsters dues	349.50	349.50	699.00	212310
PERS/Police	6,400.76	6,400.76		212240
TEAMSTERS INIT	0.00			212310
NATIONWIDE/CITY	622.23	622.23		212280
AFLAC-POSTTAX	86.97	86.97	173.94	212230
PERS/FURS	2,686.03	2,686.03		212275
MT ST FIRE ASSO	107.18	107.18		212315
HEALTHINS/PRE	32,895.10	32,895.10	65,790.20	212400
CITY OF COLUMBI	20.00	20.00		212450
UNUM LIFE INS.	0.00	143.05	143.05	212400
FLEX ALLEGIANCE	636.00	636.00		212285
CFP ASSOCIATION	0.00			212325
FOP	450.00	450.00		212335
CITY OF CF ELEC	1,948.00	1,948.00		212450
PERS RETIREE	97.96	97.96		212270
MUTUAL OF OMAHA	286.90	286.90	573.80	212400
Total Ded.	80,023.90	37,811.23	42,355.72	75,479.41

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

CITY OF COLUMBIA FALLS
CITY COUNCIL REGULAR MEETING MINUTES
HELD OCTOBER 07, 2024

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

ROLL CALL: Councilor King, Councilor Piper, Councilor Price, Councilor Robinson and Mayor Barnhart. Absent: Councilor Lovering and Councilor Shepard.

Also present: Interim City Manager Shrives, City Clerk Staaland, City Attorney Breck and Police Chief Stephens.

PLEDGE OF ALLEGIANCE

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

CONSENT AGENDA: Councilor King made motion to approve the consent agenda noting all claims appeared to be in order, seconded by Councilor Piper with voting as follows. Ayes: Piper, Price, Robinson, King and Barnhart.

Approval of Claims - October 7, 2024 - \$136,685.00

Approval of Payroll Claims - September 27, 2024 - \$177,236.89

Approval of Final Payroll Claims Sept. 17, 2024 - \$3,411.98

Approval of Regular Council Meeting Minutes - September 16, 2024

Director of Finance Job Description

Approval of Change Order - Skatepark

NEW BUSINESS:

Appointment of Chief of Police - Chad Stephens

City Manager Shrives said he would like the Mayor to present Chad Stephens a certificate of appointment as the new Chief of Police. Shrives said staff will administer oath of office at a later date when Chief Stephens family arrives so they may be in attendance.

Councilor Piper made motion to appoint Chad Stephens as the Chief of Police, seconded by Councilor King and the motion carried unanimously. Mayor Barnhart presented Police Chief Stephens with a certificate of appointment.

Police Chief Stevens said he has worked for the Yakima Police Department for the last 30 years. Chief Stephens said he is super excited to be here in Columbia Falls and is looking forward to this opportunity. Stephens thanked Sergeant Rice for taking on the Interim Chief of Police position and assisting in his transition. Rice has done a fantastic job said Stephens.

Mayor Barnhart recognized Sergeant Rice's excellent job as the interim Police Chief position for the last couple months.

Disposition of Surplus Property - 2002 Ford F350

Interim City Manager Shrives said this vehicle is older and has problems with the engine which would most likely be costly to repair. Staff recommends to surplus the property.

Councilor King motioned to surplus the 2002 Ford F350, seconded by Councilor Piper and the motion carried.

REPORTS / BUSINESS FROM MAYOR & COUNCIL:

Councilor Price asked if the city has heard back from Flathead County on spraying noxious weeds in town. City Manager Shrives said he was unsure where they were on the process but would check into it.

Councilor Price asked if council sent the letter concerning the Post Office property upkeep to Post Office. City Manager Shrives said yes, the city cc'd the Columbia Falls Post Office on the letters that were sent out.

Mayor Barnhart reported the sign explaining the three forks of the river at Rivers Edge Park is close to falling into the river. Mayor Barnhart said citizens are good about keeping their dogs in voice control or on a leash in the park.

Mayor Barnhart said between the Dollar General Store and Napa there are weeds well over 2 feet tall. Can the city make contact with the owner of the property and let them know they are out of compliance. Mayor Barnhart said we pay the county to spray weeds for us, can the city make sure they are spraying.

CITY MANAGER REPORT

Interim City Manager Shrives said at the September 27th council meeting it was reported there was a broken slide at Marantette Park; staff has taken the slide out of commission while they search for replacement parts. The plaque on the ground at Horine Park will be trimmed up for better visibility.

Regarding the damaged telephone box at Columbus Park, the phone company has been notified multiple times, but they have not responded, the next step is to send a letter to the company.

City Manager Shrives said he met with the hiring committee (Barnhart, Robinson and King) last week to review the Request for Proposal for the Executive Search Firm for the City Manager candidate search. After further research and phone calls he made some minor changes to the proposal. Shrives said he discovered some firms offer a limited search, where the city would potentially handle reference checks and any follow up. Councilor King asked if that would change the proposal. Shrives replied yes, it may and the city will make sure to ask specific questions. The plan is to send the request out tomorrow and stick to the timeline said Shrives. Mayor Barnhart asked when the city reviews the request for proposals will that be just the City Manager or will it be the hiring committee. Shrives said he would like the hiring committee to go through them with staff.

City Manager Shrives said he needs approval from council for Membership and Voting Member for the Montana Resort Tax Association.

Councilor Piper made motion to approve Interim City Manager Shrives for Membership and Voting Member for the Montana Resort Tax Association, seconded by Councilor King and the motion carried unanimously.

MISCELLANEOUS REPORT

Police Chief Stephens said there was a subject that was plaguing the community with property crimes. With great department involvement the suspect was located; two city officers hiked to the discovered area and apprehended the individual who was then charged with several crimes.

Chief said the stop sign project near the high school is complete, all signs are in place.

Mayor Barnhart asked if the police department collected and returned the stolen items. Chief said they collected some items but the issue is tracing them back to the owners. Mayor Barnhart gave kudos to the officers involved.

MISCELLANEOUS

Police Department September Activity Report

Fire Department August Reports

Fire Department Sept. Reports

ADJOURN: Councilor King motioned to adjourn, seconded by Councilor Robinson and the meeting adjourned at 7:25 p.m.

Mayor

City Clerk

**MONTANA DEPARTMENT OF COMMERCE
MONTANA COMMUNITY REINVESTMENT PROGRAM
CONTRACT #MT-MCR-PL-25-09**

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

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

Section 1. PURPOSE

The purpose of this Contract is to provide funding to the Grantee for planning activities approved by the Department under the Montana Community Reinvestment Planning Grant Program ("MCR" or "Program") as authorized by Section 22 of House Bill 819, passed by the 68th Legislature and as signed into law by Governor Gianforte on June 13, 2023 (Chapter 774, Laws 2023) ("HB 819").

Section 2. AUTHORITY

This Contract is issued under authority of HB 819, as well as Title 90, Chapter 1, Part 1 and Title 18 of the Montana Code Annotated.

Section 3. APPLICATION INCORPORATED BY REFERENCE

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

Section 4. ACCEPTANCE OF PROGRAM REQUIREMENTS

- (a) The Grantee will comply with all applicable local, state, and federal laws as well as all applicable regulations, ordinances, and resolutions now in effect or as may be amended during the term of this Contract. In particular, Grantee will comply with the terms of Section 22 of HB 819, the terms of which are incorporated herein by reference. Grantee will comply with all administrative directives and procedures that may be established or amended by the Department for the Program, including the most current version of the *Montana Community Reinvestment Planning Grant Application Guidelines, Grant Administration, and Application* maintained by the Department.
- (b) The Grantee agrees that all contracts and subcontracts it enters into for the completion of the activities described in Section 6, Scope of Work will require such contractors, subcontractors, and subrecipient entities to also comply with all requirements placed on the Grantee in paragraph (a) of this Section.

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

Section 5. EFFECTIVE DATE AND TIME OF PERFORMANCE

- (a) This Contract shall take effect upon execution by the parties and will terminate September 30, 2025, or upon approval of Grantee's Project completion report by the Department, whichever is later, unless otherwise terminated in accordance with this Contract.
- (b) All authorized expenses to be reimbursed must be incurred by the Grantee between May 28, 2024, and July 31, 2025. All requests for reimbursement must be submitted to the Department at least sixty (60) days prior to September 30, 2025.
- (c) The activities to be performed by the Grantee will be completed according to the implementation schedule set forth in Exhibit A. The Grantee may modify the implementation schedule set forth in Exhibit A only with prior written approval of the Department.
- (d) The Department may grant an extension to this Contract upon request by the Grantee if the Department determines, in its sole discretion, that the Grantee has demonstrated progress toward completion of the Project, has engaged in a good faith effort to comply with the duties, terms, and conditions of this Contract, and that the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control. A written request for an extension must be submitted at least sixty (60) days prior to September 30, 2025.

Section 6. SCOPE OF WORK

The Grantee will complete the Project and administer this Contract in compliance with the Project:

- Professional Services for a Housing Study and Analysis for the City of Columbia Falls; and
- Submit one (1) electronic copy of final deliverable(s).

Section 7. BUDGET

- (a) The total amount to be awarded to the Grantee under this Contract shall not

exceed \$30,000.

- (b) Grantee represents that it has secured at least twenty percent (20%) match to complete the Project. Up to fifty percent (50%) of the required match may include in-kind contributions. Grantee's match may include eligible costs incurred by Grantee after June 13, 2023. Grantee acknowledges and agrees that if the actual costs Grantee incurs to complete the Project are different than the existing Project cost estimate, Grantee's match will change to reflect at least twenty percent (20%) of the total Project costs actually incurred, which must be confirmed during the Project closeout process with the Department.
- (c) A copy of the Project budget is attached as Exhibit B and specifically incorporated herein by this reference. Any changes to the budget as proposed and incorporated within this Contract require a written request to and approval by the Department.
- (d) For cumulative budget adjustments of \$5,000 or less between line items of the Program portion of Exhibit B, Department approval of the request for reimbursement form shall constitute approval of the budget adjustment. Grantee shall describe the rationale for any budget adjustment and note the adjustment(s) in the request for reimbursement submitted to the Department. Budget adjustments in excess of \$5,000 between any line item of Exhibit B must be approved in advance by the Department.
- (e) Any authorized funds not expended under this grant by the later date referenced in Section 5(b), or otherwise accounted for in accordance with the provisions of this Section, will revert to the Department and will be used to finance other Program projects.
- (f) As set forth in Section 17, if the Department determines, in its sole discretion, that the Grantee fails to or is unable to comply with any of the terms and conditions of this Contract, any costs incurred will be the Grantee's sole responsibility.

Section 8. ACCESS TO AND RETENTION OF RECORDS

- (a) The Grantee agrees to create and maintain records supporting the services covered by this Contract, including but not limited to, financial records, supporting documents, and such other records as are required by law or other authority, for a period of five (5) years after either the termination date of the Contract or the conclusion of any claim, litigation, or exception relating to the Contract taken by the State of Montana or third party, whichever is later. These records will be kept in the Grantee's offices.
- (b) The Grantee shall provide the Department, Montana Legislative Auditor, or their authorized agents access to any records related to the Project or otherwise necessary to determine contract compliance, at no cost to the Department, the

Montana Legislative Auditor, or their authorized agents.

Section 9. LIAISONS

All Project management and coordination on behalf of the Department shall be through a single point of contact designated as the Department's liaison. Grantee shall designate a liaison that will provide the single point of contact for management and coordination of Grantee's work. All work performed pursuant to this Contract shall be coordinated between the Department's liaison and the Grantee's liaison. The liaisons for this Contract are:

For the Department:

Nikki Veneziano (or successor)
Program Specialist, MDOC
301 S. Park Ave.
P.O. Box 200523
Helena, MT 59620-0523
406-841-2551
nikki.veneziano@mt.gov

For the Grantee:

Susan Nicosia (or successor)
Grant Admin., City of Columbia Falls
130 6th Street West
Columbia Falls, MT 59912
406-892-4384
nicosias@cityofcolumbiafalls.com

Section 10. METHOD OF REIMBURSEMENT

- (a) The Department will use the funds appropriated in Section 22 of HB 819 to fund planning awards to grantees that have received a notice of award letter from the Department. The Grantee acknowledges that its access to Program funds is subject to their availability.
- (b) The Department agrees that, if and when the funds described in paragraph (a) of this Section are available, the Department will authorize the Grantee to request reimbursement from funding awarded for the Project.
- (c) Grantee certifies that it has or will complete the Program Procurement Attestation Form attached as Exhibit C prior to requesting reimbursements. Exhibit C is hereby incorporated into this Contract by reference.
- (d) The Department agrees to reimburse the Grantee for eligible Project costs incurred on or after the date identified in Section 5(b) upon the successful completion of activities set forth in Section 6. All reimbursements must be supported by adequate documentation requested by the Department and provided by the Grantee and require Department approval of the Grantee's request for reimbursement. In requesting reimbursement, the Grantee will follow the instructions supplied by the Department.
- (e) Reimbursement to the Grantee for approved Project activities under this Contract will generally be in accordance with the reimbursement schedule listed below:

- (i) Payment #1 – Fifty percent (50%) of the grant award amount will be available after the Department receives and approves a request for reimbursement accompanied with supporting documentation, and a draft of the Project deliverables. This draft will also serve to document that the Grantee is adequately proceeding toward the preparation of a complete and acceptable final product.
 - (ii) Payment #2 – The remaining fifty percent (50%) of the grant award amount will be available after the Department receives and approves a request for reimbursement accompanied with supporting documentation, a final copy of all required deliverables to be completed under this Contract, proof of matching funds if applicable, and a Project completion report.
- (f) The Department will not reimburse the Grantee for any costs incurred prior to the date identified in Section 5(b), any expenses not included in Exhibit B or an approved adjustment thereto, any ineligible expenses as set forth in the most current version of the *Montana Community Reinvestment Planning Grant Application Guidelines, Grant Administration, and Application*, or any expenses not adequately supported by the Grantee's records.
- (g) The Department is allowed thirty (30) business days to process a request for reimbursement once adequate supporting documentation has been received by the Department. The Grantee shall provide banking information before or at the time of Contract execution in order to facilitate electronic funds transfer payments.
- (h) If the Grantee changes one of its sources of funding or the cost of the Project increases after the Grantee has obtained the firm commitment of non-Program funds, the Department may, at its discretion, suspend the distribution of Program funds until the Grantee obtains a firm commitment of funds for the full Project budget.
- (i) The Department may reduce the Grantee's amount of Program funds provided by this Contract if actual Project expenses are lower than projected by the Grantee in Exhibit B or the Grantee obtains a greater amount of grant funds from other sources than as presented in the Project application.
- (j) If the Department, in its sole discretion, determines that the Grantee has failed to satisfactorily carry out its responsibilities under this Contract or has breached the terms of this Contract, the Department may withhold reimbursement to the Grantee until such time as the Department and the Grantee agree on a plan to remedy the deficiency.
- (k) Requests for reimbursement for contracted or subcontracted services must include appropriate documentation demonstrating compliance with contract requirements.

- (l) The Grantee may not use monies provided through this Contract as payment for Project costs that are reimbursed from other sources.

Section 11. REPORTING REQUIREMENTS

- (a) Project Progress Reports: During the term of this Contract the Grantee will submit Project progress reports to the Department in conjunction with each request for reimbursement. These reports will describe the status of the activities set forth in Section 6, including, at a minimum, the percentage completed, costs incurred, funds remaining, and projected completion date. Additionally, the report must provide documentation supporting each claim for expenses to be reimbursed, describe any significant problems encountered in carrying out the Project, and the scope of any necessary modifications the Grantee is requesting in the Project scope of work, budget, or implementation schedule. The Department, at its sole discretion, may decline to honor any request for reimbursement if the required Project progress report has not been submitted to or approved by the Department.
- (b) Project Completion Report: Upon completion of the Project, the Grantee will submit a final Project completion report for Department approval. The Project completion report will describe the total costs incurred for the Project, identify the final completion date, and summarize any significant problems encountered in carrying out the Project. The Project completion report shall include electronic copies of Project deliverables via electronic mail or a file transfer service. Upon approval of the Project completion report, the Department will issue a notice of Project close-out.

Section 12. PROJECT MONITORING

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

When applicable, the Grantee agrees to allow the Department or any of its authorized agents access to any facility or site associated with the Project to monitor the Grantee's compliance with the terms of this Contract.

The Grantee understands and acknowledges that the Department will report to the Montana Legislature and Legislative Interim Committees as requested on the status of all Program projects.

Section 13. NOTICE

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

Section 14. REFERENCE TO CONTRACT

The Contract number and work order number must appear on all invoices, reports, and correspondence pertaining to the Contract. If the number is not provided, the Department is not obligated to pay the invoice.

Section 15. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Grantee may not assign, transfer, or subcontract any portion of this Contract without the Department's prior written consent. (§ 18-4-141, MCA). The Grantee is responsible to the Department for the acts and omissions of all Grantee's subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Grantee. No contractual relationships exist between any subcontractor and the Department under this Contract.

Section 16. CONTRACT AMENDMENT

This Contract may not be enlarged, modified, or altered without a written agreement signed by all parties to the Contract.

Section 17. TERMINATION OF CONTRACT

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

- (a) Termination Due to Loss or Reduction of Funding: The Department, at its sole discretion, may terminate or reduce the scope of this Contract if any funding sources are eliminated or reduced for any reason, including as permitted by Montana Code Annotated § 18-4-313(4). If a termination or modification is required, the Department may, if sufficient Program funds are available, compensate the Grantee for eligible services rendered and actual, necessary, and eligible expenses incurred as of the revised termination date. The Department will notify the Grantee of the effective date of the termination or modification of this Contract and, if a reduction in funding is required, provide the Grantee with a modified Project budget.
- (b) Termination for Cause with Notice to Cure Requirement: The Department may terminate this Contract for failure of the Grantee, its contractors, subcontractors, or subrecipient entities to perform or comply with any of the services, duties, terms, or conditions contained in this Contract after giving the Grantee written notice of

the stated failure. The written notice will demand performance of the stated failure within a specified period of time not less than thirty (30) calendar days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

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

Section 18. COMPLIANCE WITH APPLICABLE LAWS

Grantee shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Grantee is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Grantee subjects subcontractors to the same provisions. In accordance with § 49-3-207, MCA, and Executive Order No. 04-2016. Grantee agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, vaccination status, or marital status by the persons performing this Contract.

Section 19. ACCOUNTING, COST PRINCIPLES, AND AUDITING

- (a) The Grantee, in accordance with §§ 2-7-503, 2-7-504, MCA, implementing administrative rules, and other authorities, must maintain for the purposes of this Contract an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles ("GAAP").

- (b) The Department, any other legally authorized governmental entity, or their authorized agents may, at any time during or after the term of this Contract, conduct in accordance with §§ 2-7-503, 5-13-304, and 18-1-118, MCA and other authorities, audits for the purposes of ensuring the appropriate administration, expenditure of monies, and delivery of services provided through this Contract, at no cost to the Department.

Section 20. AVOIDANCE OF CONFLICT OF INTEREST

- (a) The Grantee will comply with §§ 2-2-121, 2-2-201, 7-3-4256, 7-3-4367, 7-5-2106, and 7-5-4109, MCA, as applicable, and any other applicable local, state, or federal law regarding the avoidance of conflict of interest.
- (b) The Grantee agrees that none of its officers, employees, or agents will solicit or accept gratuities, favors, or anything of monetary value from contractors, subcontractors, or potential contractors and subcontractors, who provide or propose to provide services relating to the project funded under this Contract.
- (c) The Grantee shall promptly refer to the Department any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted any false claim or has committed any criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this Contract.

Section 21. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Grantees shall comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with §§ 39-71-401, 39-71-405, and 39-71-417, MCA. The Grantee accepts responsibility for supplying, and requiring all subcontractors to supply, the Department proof of compliance with the Montana Worker's Compensation Act while performing work for the State of Montana. The Grantee agrees that neither the Grantee nor its employees are employees of the state. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. This insurance/exemption must be valid for the entire term of the Contract. Proof of compliance and renewal documents must be sent to the Department within thirty (30) calendar days of Contract execution.

Section 22. OWNERSHIP AND PUBLICATION OF MATERIALS

All reports, information, data, and other materials prepared by the Grantee or any of its contractors or subcontractors in furtherance of this Contract are the property of the Grantee and the Department. Both Grantee and the Department have the royalty-free, nonexclusive, and irrevocable right to reproduce, publish, authorize others to use, and to otherwise use, in whole or part, such property and any information relating thereto. No

material produced in whole or part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of both the Department and the Grantee.

Section 23. INSURANCE

- (a) General Requirements: Grantee must maintain and assure that its representatives, assigns, and subcontractors maintain for the duration of the Contract, at their own cost and expense, liability insurance against claims for injuries to persons or damages to property, including contractual liability, that may arise from or in connection with the performance of the duties and obligations in the Contract by Grantee, its agents, employees, representatives, assigns, or subcontractors. This insurance must cover such claims as may be caused by any negligent act or omission. The State, its officers, officials, employees, and volunteers must be covered as additional insureds for all claims arising out of the use of grant proceeds provided by the State of Montana.
- (b) General Liability Insurance: At its sole cost and expense, Grantee must purchase and maintain occurrence coverage with minimum combined single limits of \$1 million per occurrence and \$2 million aggregate per year, or as established by statutory tort limits of \$750,000 per claim and \$1,500,000 per occurrence as provided by a self-insurance pool insuring counties, cities, or towns, as authorized under § 2-9-211, MCA.
- (c) Professional Liability Insurance: Grantee shall assure that any representatives, assigns, and subcontractors performing professional services under this Contract purchase occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year. *Note: if "occurrence" coverage is unavailable or cost prohibitive, the contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three (3) year tail for claims that are filed after the cancellation or expiration date of the policy.*
- (d) General Provisions: All insurance coverage must be with a carrier licensed to do business in the State of Montana and with a Best's rating of at least A-, or by a public entity self-insured program either individually or on a pool basis as provided by Title 2, MCA. All certificates and endorsements must be received by the Department prior to beginning any activity provided for under the Contract. Grantee must notify the Department immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The Department reserves the right to request complete copies of Grantee's insurance policy, including endorsements, at any time.

Section 24. HOLD HARMLESS AND INDEMNIFICATION

To the fullest extent permitted by law, the Grantee shall indemnify and hold harmless State, its elected and appointed officials, officers, agents, directors, and employees from and against all claims, damages, losses and expenses, including the cost of defense thereof, to the extent caused by or arising out of the Grantee's negligent acts, errors, or omissions in work or services performed under this Contract, including but not limited to, the negligent acts, errors, or omissions of any subcontractor or anyone directly or indirectly employed by any subcontractor for whose acts subcontractor may be liable.

Claims under this provision also include those arising out of or in any way connected with the Grantee's breach of this contract, including any Claims asserting that any of the Grantee's employees are actually employees or common law employees of the State or any of its agencies, including but not limited to, excise taxes or penalties imposed on the State under Internal Revenue Code ("Code") §§ 4980H, 6055 or 6056.

Section 25. DEFAULT

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

Section 26. DEBARMENT

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

Section 27. FORCE MAJEURE

Neither party will be liable for any failure or delay in performing its duties in this agreement due to Force Majeure Events. "Force Majeure Event" means an event or circumstance beyond a party's reasonable control, such as natural catastrophes and acts of terrorism or war, and the consequences of that event or circumstance. Force Majeure Event does not include a strike or other labor unrest that affects only that party, an increase in prices or other change in general economic conditions, a change in law, or an event or circumstance that results in that Party's not having sufficient funds to comply with an obligation to pay. If a Force Majeure Event continues for 30 days, the other party may terminate this agreement or suspend payments while the event continues.

Section 28. SEVERABILITY

A declaration by any court, or any other binding legal forum, that any provision of the

Contract is illegal or void shall not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually dependent.

Section 29. ARBITRATION

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

Section 30. NO WAIVER OF BREACH

No failure by the Department to enforce any provisions hereof after any event of breach will be deemed a waiver of its rights regarding that event, or any subsequent event. No express failure of any event of breach will be deemed a waiver of any provision hereof. No such failure or waiver will be deemed a waiver of the right of the Department to enforce each and all the provisions hereof upon any further or other breach on the part of the Grantee.

Section 31. JURISDICTION AND VENUE

This Contract is governed by the laws of Montana. The parties agree that any litigation concerning this Contract must be brought in the First Judicial District in Lewis and Clark County, State of Montana and each party must pay its own costs and attorney fees, except as provided in Section 24, Hold Harmless and Indemnification.

Section 32. INTEGRATION

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

The parties through their authorized agents have executed this Contract on the dates set out below.

GRANTEE:

Signed by:

2F17920895AF48F...

10/8/2024

Mark Shrives, Interim City Manager
City of Columbia Falls

Date

ATTEST:

Barb Staaland, City Clerk

APPROVED AS TO FORM:

DocuSigned by:

45A1EBFC9B840E...

Justin Breck, City Attorney

DEPARTMENT:

Mandy Rambo, Deputy Director

Date

EXHIBIT A Implementation Schedule

<u>TASK</u>	<u>MONTH/YEAR</u>
Project Startup	
Preparation of MDOC Contract	Completed
Procurement of Professional Services	
Publish RFQ/Conduct limited solicitation	Completed
Select professional	Completed
Execute agreement with professional	Completed
Submit (Exhibit 3) attesting that procurement followed applicable laws	Completed
Project Implementation	
Prepare draft plan/report	February 2025
Submit interim Request for Funds and 50% draft of the final plan/report	February 2025
Public review and comment	March 2025
Finalize plan/report	May 2025
Project Closeout	
Submit final product in electronic format	September 2025
Submit final Request for Funds and Completion Report	September 2025

EXHIBIT B Budget

GRANTEE NAME: City of Columbia Falls				
Award Amount: \$ 30,000				
☒ 20% of total cost of proposed planning activity must be provided as a match by the applicant; 50% of the total match amount may be satisfied by in-kind contributions. (Note: Required matching funds and amounts must be included in this preliminary budget)				
	SOURCE: <i>MCR Planning Grant</i>	SOURCE: <i>Match (Specify cash or in-kind or both)</i>	SOURCE: <i>(Specify)</i>	TOTAL
Status of non-MCR funds <i>(Pending or Firm)</i>		Local Cash, Firm		
Professional Planning Activities	\$30,000	27,100		\$57,100
Professional Architectural/Engineering Services				
Other (Describe)				
TOTAL PLANNING PROJECT	\$30,000	\$27,100	\$0	\$57,100

EXHIBIT C Procurement Attestation

Grantee Name _____
(Local government or Tribal government)

Authorized Person _____
(Authorized to enter into a grant agreement with the state of Montana)

- ☐ *I attest that Grantee completed the procurement of professional services to complete the Project with Program funds and complies with all applicable state and federal laws including, but not limited to, any applicable section MCA §§ 18-8-201 through 212 and 2 CFR Part 200.*
- ☐ *I attest that Grantee is exempt from all applicable state and federal laws for the procurement of professional services to complete the Project with Program funds including, but not limited to, any applicable section of MCA §§ 18-8-201 through 212 and 2 CFR Part 200.*

Signature _____

Date _____

Contract Information Sheet

Item No.5.

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

Last Revised September 2024

Contract Number:	MT-MCR-PL-25-09	Original Contract Amount:	30,000.00
Contractor's Name:	City of Columbia Falls	Amount of Prior Amendments:	
Contractor Liaison:	Susan Nicosia	Current Amendment Amount:	
Contractor's Liaison Email:	nicosias@cityofcolumbiafalls.com	Total Contract Value:	30,000.00
Approved to Form Name:	Justin Breck	Funding Source:	State
Approved to Form Email:	justin@brecklawoffice.com	Program Number/Division:	60 - Community MT
Contractor (signee) Name:	Mark Shrives	Org Number:	609819
Contractor's Email:	citymanager@cityofcolumbiafalls.com	Vendor Number:	23445
Contractor's Address:	130 6th Street West	Project Name (optional):	MCR-PL-25-09
Contractor's Address 2:	Columbia Falls, MT 59912	Start Date:	Upon Execution
Attest Name:	Barb Staaland	End Date:	9/30/2025
Attest Email:	staalandb@cityofcolumbiafalls.com	Absolute End Date:	
Delegation:	Commerce		
Procurement Method:	Exempt*		
Contract Type:	Grant		
Contract Usage:	Fixed		

Purpose of this contract/amendment:	Delegation Agreement Selection 5.1 * Grants with Governments. Housing Study and Analysis.
Scope & duties of this contract:	For a Housing Study and Analysis for the City of Columbia Falls to develop community-based solutions to increase affordable and attainable housing.

Liaison:	Nikki Veneziano	Program Manager:	Maria Jackson
Liaison Email:	nikki.veneziano@mt.gov	Operations Manager:	Stephanie Crider-Pridemore
Liaison Phone:	406-841-2551	Additional Email:	

Signed by:
*Galen Steffens*10/2/2024

Signed by:
*Judy Clay*10/2/2024

Signed by:
*Tori Koch*10/3/2024

Division Administrator

Fiscal Review

Legal Counsel

Deputy Director

OBPP

Information Technology

SITSD

Copies To:

Liaison

Director (> \$200K)

Deputy Director (<\$25K)

Perceptive

☒

☐

☐

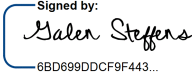
☒

Certificate Of Completion

Envelope Id: 9B817D89ECCE4215B0E30E024FC82294	Status: Sent
Subject: Montana Department of Commerce Contract #MT-MCR-PL-25-09 for Signature	
Source Envelope:	
Document Pages: 17	Signatures: 5
Certificate Pages: 6	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Contracts Admin
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	PO Box 200501
	301 S. Park Ave
	Helena, MT 596200501
	doccontracts@mt.gov
	IP Address: 161.7.43.52

Record Tracking

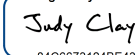
Status: Original	Holder: Contracts Admin	Location: DocuSign
10/2/2024 8:36:37 AM	doccontracts@mt.gov	

Signer Events	Signature	Timestamp
Galen Steffens galen.steffens@mt.gov Division Administrator Security Level: Email, Account Authentication (None)	Signed by:  6BD699DDCF9F443... Signature Adoption: Pre-selected Style Using IP Address: 161.7.107.41	Sent: 10/2/2024 8:43:17 AM Viewed: 10/2/2024 8:44:51 AM Signed: 10/2/2024 11:58:34 AM

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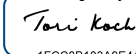
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Judy Clay judy.clay@mt.gov Security Level: Email, Account Authentication (None)	Signed by:  84C6673124BE432... Signature Adoption: Pre-selected Style Using IP Address: 161.7.90.218	Sent: 10/2/2024 11:58:36 AM Viewed: 10/2/2024 12:40:21 PM Signed: 10/2/2024 12:42:01 PM
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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Tori Koch torikoch@mt.gov Security Level: Email, Account Authentication (None)	DocuSigned by:  1FCC8B103A9E4A3... Signature Adoption: Pre-selected Style Using IP Address: 161.7.39.7	Sent: 10/2/2024 12:42:03 PM Viewed: 10/3/2024 11:18:43 AM Signed: 10/3/2024 11:18:50 AM
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Electronic Record and Signature Disclosure:

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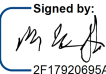
ID: 7d24f445-fce3-4826-bbb5-9ddcd7d240d

Justin Breck justin@brecklawoffice.com Security Level: Email, Account Authentication (None)	DocuSigned by:  45A1EBFCC9B840E... Signature Adoption: Drawn on Device Using IP Address: 66.135.75.156	Sent: 10/3/2024 11:18:53 AM Viewed: 10/7/2024 1:04:11 PM Signed: 10/8/2024 11:00:30 AM
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Electronic Record and Signature Disclosure:

Accepted: 10/7/2024 1:04:11 PM

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Signer Events	Signature	Timestamp	Item No.5.
Mark Shrives citymanager@cityofcolumbiafalls.com Security Level: Email, Account Authentication (None)	Signed by:  2F17920695AF48F... Signature Adoption: Drawn on Device Using IP Address: 198.233.178.226	Sent: 10/8/2024 11:00:32 AM Viewed: 10/8/2024 11:27:06 AM Signed: 10/8/2024 11:30:21 AM	

Electronic Record and Signature Disclosure:
Accepted: 10/8/2024 11:27:06 AM
ID: 9cf38cd0-0c22-4b28-a8dd-079692d4f424

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

Sent: 10/8/2024 11:30:24 AM

Electronic Record and Signature Disclosure:
Accepted: 4/30/2024 2:29:08 PM
ID: 8a434331-cddf-4761-a054-6cb58a87870a

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
Maria Jackson Maria.Jackson@mt.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/2/2024 8:43:16 AM
Stephanie Crider-Pridemore scrider@mt.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/2/2024 8:43:17 AM
Electronic Record and Signature Disclosure: Accepted: 10/8/2024 8:47:18 AM ID: 70a7f83e-0351-424a-9785-3ff5d94a286b		
Nikki Veneziano nikki.veneziano@mt.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 10/2/2024 8:43:18 AM Viewed: 10/3/2024 8:41:59 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events		Signature	Timestamp	Item No.5.
Envelope Summary Events		Status	Timestamps	
Envelope Sent		Hashed/Encrypted	10/2/2024 8:43:18 AM	
Payment Events		Status	Timestamps	
Electronic Record and Signature Disclosure				

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, MT Dept of Commerce (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

How to contact MT Dept of Commerce:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: doccontracts@mt.gov

To advise MT Dept of Commerce of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at doccontracts@mt.gov and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

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 doccontracts@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 doccontracts@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.

RECORDS DESTRUCTION DOCUMENT (RM88)

NO. 2024-03-21

PAGE 1 OF 2 PAGES

1. AGENCY NAME AND DIVISION/PROGRAM:

CITY OF COLUMBIA FALLS

2. AGENCY CONTACT:

NAME: Shassity Murpy

PHONE #: 406-892-4392 EMAIL: ubclerk@cityofcolumbiafalls.com

3. NOTICE OF INTENTION: The schedule records listed in Item 5 are to be disposed of in the manner checked below (specify only one).

- ☐ Delete
 ☐ Incinerate
 ☒ Shred as Classified
 ☐ Toss without Restriction
- ☐ Other: Explain

4. SUBMITTED BY: I hereby certify that the records to be disposed of are correctly represented below, that any audit requirements or **Offer to the State Historical Society Archives** has been fully justified, and that further retention is not required for any litigation pending or imminent. Documentation attached from Historical Society.

SIGNATURE:

NAME AND TITLE: Shassity Murphy, Utility Billing Clerk/Deputy City Clerk

DATE: 10/08/2024

5. LIST OF RECORD SERIES**NOTE: Attach any inventories or Excel spreadsheets to this form to help validate records destroyed.**

a. Retention Schedule Number	b. Item number listed on Retention Schedule	c. Record Series Title	d. Retention in months/years	e. Inclusive Dates	f. Volume in Cubic Feet	g. Disposition Action and Date completed after Authorization
schedule 8	1250, 1a and 1b	general billing records and adjustments	3 year	2007- 2015	2.25	
schedule 8	1090, 4	daily cash receipt	5 years	2013- 2017	2.25	
schedule 8	1250, 2	LEDGERS	3 years	2001- 2002	2.25	
schedule 8	1000, 6B	REPORTS	5 YEARS	2001- 2002	2.25	
schedule 8	1090, 1	ACCOUNT RECONCILIATION RECORDS	5 years	2015- 2018	3.375	
schedule 8	1060, 7B	SURVEY FORMS/RESPONSES	UNTIL RESULTS ARE TALLIED	1997- 2000	2.25	
schedule 8	1180, 1a	pool receipts	5 years	2012	1.125	
schedule 8	1250, 3	CLAIMS	1 year	2001- 2002	3.375	

6. DISPOSAL AUTHORIZATION: Disposal for the above listed records is authorized. Any deletions or modifications are indicated.

Custodian/Records Manager

Name:

Date:

10/8/24

Signature:


7. DISPOSAL CERTIFICATE: The above listed records have been disposed of in the manner and on the date shown in column g.

Name and Title:

Signature:

5. LIST OF RECORD SERIES-CONTINUED

NOTE: Attach any inventories or Excel spreadsheets to this form to help validate records destroyed.

a. Retention Schedule Number	b. Item number listed on Retention Schedule	c. Record Series Title	d. Retention in months/years	e. Inclusive Dates	f. Volume in Cubic Feet	g. Disposition Action and Date completed after Authorization
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[illegible]



COLUMBIA FALLS MONTANA

City Council Agenda Item Summary

Agenda Item Number _____

Title: Volunteer Firefighter Atchley

Date: 10-16-2024

Staff Contact: Karl Weeks

AGENDA ITEM SUMMARY: Recommendation for Cierra Atchley to be appointed as a Probationary Volunteer Firefighter

BAKGROUND: N/A

ANALYSIS: The membership of the Columbia Falls Fire Department has voted to approve Cierra Atchley as a probationary member. Cierra has attended several trainings over the past few months and I believe she has the potential to be an asset to the department. She has completed the application process, a pre-employment physical, and background check and passed all three.

FINANCIAL CONSIDERATIONS: N/A

STAFF RECOMMENDATION: I recommend accepting Cierra Atchley as a Probationary Volunteer Firefighter for the Columbia Falls Fire Department.

SUGGESTED MOTION: Motion made to accept Cierra Atchley as a Probationary Firefighter.

ATTACHMENTS: N/A



COLUMBIA FALLS MONTANA

City Council Agenda Item Summary

Agenda Item Number _____

Title: 457 Surplus

Date: 10-17-2024

Staff Contact: Karl Weeks

AGENDA ITEM SUMMARY: With the pending arrival of the new rescue/pumper that is scheduled to be delivered on March 28, 2025 457 will no longer be needed.

BACKGROUND: 457 is a 2001 HME heavy rescue that is used for carrying extrication tools, a SCBA fill station, and various other firefighting tools. A heavy rescue is the “tool box” for a fire department. It was designed and purchased new by the Columbia Falls Fire Department delivered sometime in 2001. It has been a valuable piece of apparatus since then responding on most emergencies within the city and rural fire district.

ANALYSIS: The new HME pumper/rescue that is on order will eliminate the need for a heavy rescue and much of the equipment on 457 is no longer used. When 457 was purchased extrication tools were ran with a separate hydraulic pump and long hydraulic hoses, we now have battery operated extrication tools so the electric hydraulic pump and hydraulic hose reels are no longer used. Also, with the purchase of our new 4500 psi SCBAs the fill station on 457 is obsolete. It can only fill 3000 psi bottles and can not be upgraded to fill our new 4500 psi bottles. Additionally with the new bigger capacity bottles and the fact that we have 44 bottles (22 on SCBAs and 22 spares) having a portable fill station is no longer a necessity. The new pumper/rescue has a larger body with more storage than our current engines so the other hand tools etc. that are carried on 457 will be able to be put on the new truck.

FINANCIAL CONSIDERATIONS: With the age of 457, cost of ownership is going up. Since 2021 we have spent \$18,708.04 on major repairs and I anticipate this trend to continue. Brindlee Mountain said we should list 457 starting at \$75,000. They will charge a 10% fee for selling it. They recommend listing it as soon as possible with the annotation that it will not be available for delivery until our new pumper/rescue is delivered and in service.

STAFF RECOMMENDATION: I recommend that 457 be surplus and listed with Brindlee Mountain. I have reached out to local fire departments and no one is interested in purchasing it. With the cost of ownership increasing and the fact that it is no longer a necessary piece of apparatus, I cannot justify keeping it. The longer we delay the sale the less it will be worth.

SUGGESTED MOTION: Motion made to surplus 457 and list it with Brindlee Mountain fire apparatus for \$75,000.

ATTACHMENTS: Spec Sheet Brindle Mountain Fire



15410 US Hi Item No.8.
Union Grove, AL 35175

Phone: (256) 776-7786
Fax: (256) 498-0924
www.FireTruckMall.com

Please complete this form to the best of your knowledge.
The more information you can provide us, the better equipped we will be in marketing your truck!

Customer Information:

Fire Department/Owner: City of Columbia Falls Name of Contact: Karl Weeks
Phone Number: 406-892-3911 Fax: _____ Email: cffire@cityofcolumbiafalls.com
Where is the truck currently located (city, state): Columbia Falls, MT

Apparatus:

Year: 2001 VIN: 44KFT42811WZ19719 Shop Order #/ Build #: _____

Chassis: Manufacturer: HME Model: Heavy Rescue 4x4 (y/n): N
Fire Body: Manufacturer: HME Model: _____
Aerial: Manufacturer: _____ Model: _____ Length: _____
Aerial Hours: _____ Date of Last Aerial Certification: _____

Mileage: 15,239 Engine Hours: 2,240 # Cab Seating: 6 # SCBA Seats: 5

Engine: Make: Cummins Model: ISC HP: 330 Diesel or Gas: Diesel
Transmission: Make: Allison Model: MD3060(P) Automatic or Manual: Automatic

Pump: Make: N/A Model: _____ GPM: _____ Pump and Roll (y/n): _____
Date of Last Pump Certification: _____ Foam System (make and model): _____

Water Tank: Gallons: N/A Material: _____ Foam Tank(s): _____

Discharges (number and size):

Driver's Side: N/A Officer's Side: _____
Front: _____ Rear: _____

Suctions (number and size):

Driver's Side: N/A Officer's Side: _____
Front: _____ Rear: _____

Crosslays (# and size): N/A Piped for Deck Gun (y/n): _____ Deck Gun Included (y/n): _____
Booster Reels: _____

Generator: Brand: Onan Wattage: 25KW Fuel Type: PTO driven Hours: _____

Check All that Apply:

☒ Electric Reels: _____ ☐ Hydraulic Reels: _____
☒ Telescoping Lights: _____ ☐ LED Lighting: _____
☒ Light Tower: _____ ☒ Cascade System: _____
☒ Ground Ladders: _____ ☐ Breathing Air (aerials only): _____

☒ Air Conditioning ☒ Automatic Tire Chains ☐ Interior EMS Cabinet
☐ Aluminum Hose Bed Cover ☐ Federal Q Siren ☒ Jake Brake
☒ Arrowstick ☐ Hydraulic Ladder Rack ☐ Pump Heat Pan

Dimensions: Length: 29'5" Height: 9'8" GVWR: 50,000 Wheelbase: 176"

Additional Features or Loose Equipment:

2 port electric hydraulic pump and Amkus Combi tool

Gas Blower

Maintenance/Repairs Needed?

None known

Click Here for a Photo Guide to take the best pictures of your apparatus!



COLUMBIA FALLS MONTANA

City Council Agenda Item Summary

Agenda Item Number _____

Title: 431 Surplus

Date: 10-16-2024

Staff Contact: Karl Weeks

AGENDA ITEM SUMMARY: Since we have ordered a new engine that is scheduled to be delivered on March 28, 2025 431 will no longer be needed and should be surplus.

BACKGROUND: 431 is a 1994 type I structure engine made by Central States. It was purchased new by the city and served as first due engine until 2012 when 433 was purchased. Since 2012 it has been the first engine out of station 42.

ANALYSIS: With the addition of the new engine, 433 will move to station 42, and the new truck will be in the city station. 431 is now 30 years old and will not be needed.

FINANCIAL CONSIDERATIONS: I contacted Brindlee Mountain Fire Apparatus to get an estimate of what 431 could be worth. They estimated that we could list it as high as \$25,000. Brindlee Mountain charges a fee of 10% for selling the apparatus. I have received interest from Blankenship Fire Department, they would like to purchase the truck for \$16,000 to \$18,000.

STAFF RECOMMENDATION: I recommend we sell 431 to the Blankenship Fire Department for \$16,000. I came up with this price due to the uncertainty of a final sales price through Brindlee Mountain and the fact that 431 still has the original tires from 1994. The existing tires are only rated for 55 mph and need to be replaced due to age. It would also benefit the City of Columbia Falls when we ask Blankenship Fire Department for mutual aid to have 431 responding into our district versus the current 1987 truck that they now have. The sale will not be completed and they will not take ownership until the new engine arrives and is placed in service.

SUGGESTED MOTION: Motion made to sell 431 to Blankenship Fire Department for \$16,000 dollars. Sale to be completed after the new engine is delivered and placed in service.



COLUMBIA FALLS MONTANA

City Council Agenda Item Summary

Agenda Item Number _____

**Title: Appointment of Local Government Study
Commission Commissioners**

Date: 10/21/2024

Staff Contact: Mark Shrives

AGENDA ITEM SUMMARY: This agenda item asks the City Council to appoint three city residents who have expressed interest in serving on the local government study commission; The individuals expressing interest are: Roger Hopkins, Connie Konopatzke, and Susan Nicosia.

BAKGROUND: The state constitution provides for a 10-year review of the form of government if approved by the city voters. The review allows the city through the Study Commission to examine other forms of government, including self-governing powers, and upon completion make a recommendation to the City Council. The city voters approved by a narrow margin a review of the city's form of government.

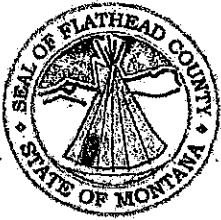
ANALYSIS: Based on the results of the vote, and due to the lack of individuals filing for election to the study commission, the City Council is obligated to appoint individuals to serve on the study commission.

FINANCIAL CONSIDERATIONS: The city appropriated \$20,000.as the study commission budget.

STAFF RECOMMENDATION: Staff recommends appointment of Roger Hopkins, Connie Konopatzke, and Susan Nicosia to serve as commissioners on the local government study commission.

SUGGESTED MOTION: I move to appoint Roger Hopkins, Connie Konopatzke, and Susan Nicosia to serve as commissioners on the local government study commission.

ATTACHMENTS: Declaration for Nomination and Oath of Candidacy – Roger Hopkins
Letter of Interest – Connie Konopatzke
Letter of Interest – Susan Nicosia



Declaration for Nomination and Oath of Candidacy



Debbie Pierson, Flathead County MT by SM

Item No.10.
Page: 2 of 2
Fee: \$0.00
8/1/2024 2:21 PM

SECTION 1: CANDIDATE INFORMATION

Candidate First Name: Roger Candidate Last Name: Hopkins
Filing for Office of: City of Columbia Falls Local Govt. Review Study Commission
Full name of office including district and/or department numbers, if applicable

☐ Democratic Party ☐ Libertarian Party ☐ Republican Party ☐ Green Party ☒ Nonpartisan
☐ Independent ☐ Minor Party: _____

Name of Minor Party

949 Vans Ave Columbia Falls MT 59912
Mailing Address City State Zip Code

Flathead 293-780-8524 Rogerhop@att.net
Residential Address City State Zip Code
County of Residence Phone Email Website

SECTION 2: BALLOT INFORMATION

Candidate Name (printed exactly as it should appear on the ballot): Roger W. Hopkins
☐ Contact me about my name pronunciation (if not checked, generic phonetic pronunciation will be used for accessible voting equipment)

SECTION 3: AFFIRMATIONS

☒ I affirm I am a registered voter in the State of Montana or will be by the candidate filing deadline. (Does not apply to Federal candidates or individuals under the age of 18 at the candidate filing deadline who will turn 18 by the election)

If filing for the State Legislature (select one):

☐ I affirm I am either a resident of the county in which I am a candidate; if it contains one or more legislative districts; or of the legislative district if it contains all or parts of more than one county, OR
☐ I affirm I will meet the residency qualification(s) in (a) above for 6 months preceding the general election and will notify the office of the Secretary of State in writing when I qualify or if I do not qualify.

Fee Payment/Statement of Indigency (select one):

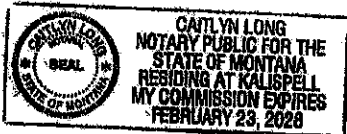
☐ I affirm I have included the applicable nonrefundable fee with this form. OR
☐ I affirm I am unable to pay the filing fee set by law for the office for which I am filing, and request that my name be placed on the ballot through the Petition process without payment of the statutory fee.

Section 4: OATH OF CANDIDACY (Candidate must sign in the presence of a Notary Public or an Officer of the office where this form is filed.)

I hereby affirm I possess, or will possess within constitutional and statutory deadlines, the qualifications prescribed by the Constitution and laws of the United States and the State of Montana.

[Signature]
Signature of Candidate

8/1/24
Date



[Seal/Stamp]

Notary Public or Authorized Officer

State of Montana
County of Flathead

Signed and sworn before me this 1st day of August, 2024

By Roger W. Hopkins
Printed Name of Candidate

Catlyn Long
Signature of Notary or Public Official

Submit the completed form and applicable fees to:
Flathead County Election Office
290B North Main Street
Kalispell, MT 59901

October 16, 2024

RECEIVED

OCT 16 2024

Honorable Mayor and City Council
City of Columbia Falls

CITY OF COLUMBIA FALLS

Letter of Interest to Serve on the Local Government Study Commission

I would be interested in serving on the Local Government Study Commission. I believe I have the knowledge and experience to perform this service. I have lived in the city since 1978. There has been significant growth and change over those 46 years. I also worked and retired from the city giving me an inside view of our local government. If you have any questions of me I would be happy to meet with you.

Thank you for your consideration.



Connie Konopatzke
421 4th Ave West
Columbia Falls, MT 59912
406-892-5679

October 16, 2024

Mayor Don Barnhart and
City Council
130 6th Street West
Columbia Falls, MT 59912

Dear Honorable Mayor and City Councilors:

The city voters approved, by a small margin, reviewing the City's form of government in June. However, except for Mr. Roger Hopkins, no one came forward to serve on the Local Government Study Commission thus requiring the City Council to appointment individuals to serve on the Commission.

I am writing to express my interest in serving on the Local Government Study Commission for the City of Columbia Falls. I have served the city as both an elected official and an appointed official and I am well acquainted with state statutes.

The state constitution provides for a 10-year review of the form of government if approved by the city voters. I recognize that the review allows the city, through the Commission, to examine other forms of government, including self-governing powers, and upon completing the study, make a recommendation to the City Council.

The Local Government Study Commission time commitment is not overwhelming and, if appointed by the City Council, I would make this commitment a priority.

Sincerely,


Susan M. Nicosia



COLUMBIA FALLS MONTANA

City Council Agenda Item Summary

Agenda Item Number _____

Title: Grit Classifier Bid Opening

Date: 10/18/2024

Staff Contact: Shawn Bates

AGENDA ITEM SUMMARY: City staff opened bids for the WWTP Grit Classifier on October 2nd, 2024.

BACKGROUND: This project was originally put out to bid for the equipment and installation, however, we did not receive any bids. City staff then determined that the installation could be done in house except for the electrical connections. So, we put out a bid request for just the equipment.

ANALYSIS: We received 3 bids for the Grit Classifier equipment. Upon opening the bids, we had two bids that met the requirements of the bid. The first qualifying bid was from Envirodyne Systems Inc at \$379,880. The second qualifying bid was from WTP Equipment Corp at \$81,950

FINANCIAL CONSIDERATIONS: After city staff evaluated both qualifying bids, it was determined that based on price and equipment specifications WTP Equipment Corporation would be recommended for approval.

STAFF RECOMMENDATION: I recommend that we move forward with awarding the Grit Classifier bid to WTP Equipment Corp.

SUGGESTED MOTION: Approve the bid from WTP Equipment Corporation in the amount of \$81,950

ATTACHMENTS: Copy of WTP Equipment Corp bid.

WTP EQUIPMENT CORP.

83 Nuggett Court, Brampton, Ontario Canada L6T 5H2
 (905) 799-3403 Fax. (905) 799-6638 sales@wtpcorp.com

QUOTATION

TO	City Clerk	PROJECT REF.	941
	130 6 th St. West		
REF.	Columbia Falls, MT, USA 59912	QUOTATION DATE	30 September 2024
	Bid For 2024 WWTP Grit Classifier	ORDER SHIPPED BY	18-20 weeks on release
	Procurement	SHOP DRAWINGS	4-5 weeks ARO
	City of Columbia Falls, MT	FREIGHT & DUTY	Included to jobsite
		TAXES	Excluded

We are pleased to offer the following quotation for supply of:

QTY	DESCRIPTION	AMOUNT, US\$
1	Model CC20-10-10 Grit Classifier w/ cyclone, according to our 30 September 2024 Proposal. USD Eighty One Thousand Nine Hundred Fifty Only	\$ 81,950.00

Yours Truly,

KArgyle

Ken Argyle
 Engineering Manager
 Cell: (416) 910-1743

Should you wish additional information please contact:

William (Bill) Flanagan

c: 406.599.0575 | wflanagan@coagentcompanies.com
coagentcompanies.com | 3168 Oliver Street | Bozeman, MT 59718

**TERMS & CONDITIONS OF SALE**

VALIDITY	Sales prices are quoted in US dollars and are firm for acceptance within 45 days of the above quotation date, subject to these Terms & Conditions of Sale. Typographical and clerical errors are subject to correction.
EXCLUSIONS	The following are specifically excluded from this quotation: off-loading & installation; civil work, foundations, grout, sealants; field applied preparations/coatings; interconnecting pipe & fittings; interconnecting wiring & conduit; coverings/gratings, fences, handrails, walkways, etc.; permits/certificates/Pre-start Health & Safety review; service, electrical controls & spare parts other than those specifically included as noted above.
TERMS	20% due with shop drawing approval, 80% due upon shipping from the factory, all Net 30 days and subject to credit approval. Retainers are not allowed. Interest will be charged on past due accounts. Payment terms are independent of, and are not contingent upon, third party contracts or commitments. Holdbacks and back-charges are specifically not accepted by WTP Equipment Corp. ("WTP") unless agreed upon prior to acceptance of a Purchase Order. Liquidated charges resulting from holdbacks or back-charges by the Purchaser will be recoverable by WTP.
FREIGHT	Pricing is FOB point of manufacture with freight allowed to the jobsite. Purchaser is to unload. If the delivering vehicle cannot negotiate the jobsite roads, the Purchaser shall provide for unloading at the nearest accessible site and shall be responsible for any additional transport required to reach the jobsite.
DELIVERY	Schedules, as noted herein, are estimated based on current conditions and are subject to revision. WTP shall, in no event, be liable for any indirect or consequential damages arising from delay, irrespective of reason.
DUTY	When pricing is quoted duty included, it is in accordance with trade agreements, including NAFTA/USMCA, applicable as of the above quotation date and is subject to revision according to any changes to applicable trade agreements thereafter.
DAMAGES	WTP shall in no way be liable for claims, expenditures or losses arising from operational delays or work stoppages or damage to property caused by defective equipment. WTP shall have no liability for any consequential, incidental, punitive, indirect and/or special damages regarding the sale or use of a product (even if the potential for such damages has been disclosed to WTP), or for any loss of use, loss of profit or loss of contract, howsoever arising.
LIMIT OF LIABILITY	The liability of WTP under or in connection with the conditions of engagement whether in Contract or in Law, in negligence or for breach of statutory duty or otherwise other than in respect of death or personal injury or for events covered by insurances required to be placed under the terms of engagement, shall not exceed 5% of WTP's quoted sales price. Unless otherwise expressly provided in writing by both parties, WTP does not indemnify, nor does it hold Purchaser harmless, against any liability, losses, damages and expenses (including attorney's fees) relating to any claim whatsoever, including without limitation, claims for personal injuries, death or property damage related to the products sold hereunder.
DISCLAIMER	The Equipment Manufacturer is making no warranty or representation whatsoever that the proposed equipment complies with Buy American requirements of IIJA, ARRA, AIS or any other related legislation. It is the responsibility of the purchaser to determine such compliance on their own behalf.



COLUMBIA FALLS MONTANA

City Council Agenda Item Summary

Agenda Item Number _____

Title: Knife River Change Order #2

Date: 10/18/2024

Staff Contact: Shawn Bates

AGENDA ITEM SUMMARY: Knife River change order #2 for the business district sidewalk and parking project.

BACKGROUND: This project is at substantial completion. Change order number #2 is for a reduction in final reconciled quantities.

ANALYSIS: The final reconciled quantities were reduced from the original bid. The reduction in the final quantities resulted in a project cost reduction.

FINANCIAL CONSIDERATIONS: The final reconciled quantities resulted in savings of \$15,309.13 from the original project bid.

STAFF RECOMMENDATION: I recommend that we approve Knife River change order #2 for the business district sidewalk and parking project.

SUGGESTED MOTION: Approve Knife River change order #2

ATTACHMENTS: Copy of Knife River change order #2.

Change Order

Item No.12.

No. 2

Date of Issuance: <u>9/24/2024</u>	Effective Date: <u>9/24/2024</u>
Project: Sidewalk and Parking Improvements Project	Owner: City of Columbia Falls
Contract: Sidewalk and Parking Improvements Project: Base Bid and Additive Alternate A	Owner's Contract No.: None
Contractor: Knife River	Date of Contract: 12/29/2023
	Engineer's Project No.: 0541.033.00

The Contract Documents are modified as follows upon execution of this Change Order:

Description: **Final reconciled quantities per attached "Reconciled Quantities Spreadsheet" dated 9/24/2024.**

Attachments: (List documents supporting change): **Reconciled Quantities Spreadsheet dated 9/24/2024.**

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$723,000.00	Original Contract Times: ☐ Working days ☒ Calendar days Substantial completion (days or date): 82 Ready for final payment (days or date): 21
☒ [Increase] ☐ [Decrease] from previously approved Change Orders No. 1 to No. 1: \$69,845.42	☒ [Increase] ☐ [Decrease] from previously approved Change Orders No. 1 to No. 1: Substantial completion (days): 4 Ready for final payment (days): 0
Contract Price prior to this Change Order: \$792,845.42	Contract Times prior to this Change Order: Substantial completion (days or date): 86 Ready for final payment (days or date): 21
☐ [Increase] ☒ [Decrease] of this Change Order: \$15,309.13	☐ [Increase] ☐ [Decrease] of this Change Order: Substantial completion (days or date): 0 Ready for final payment (days or date): 0
Contract Price incorporating this Change Order: \$777,536.29	Contract Times with all approved Change Orders: Substantial completion (days or date): 86 Ready for final payment (days or date): 21

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>Charles R. Leisinger</u>	By: _____	By: <u>[Signature]</u>
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: <u>9/24/2024</u>	Date: _____	Date: <u>09/30/2024</u>

Reconciled Quantities Spreadsheet

9/24/2024

Sidewalk and Parking Improvements Project
City of Columbia Falls

				Current Contract Quantities		As-Constructed Quantities		Notes
ITEM NO.	DESCRIPTION	UNIT PRICE	UNIT	EST. QTY	TOTAL EST. PRICE	QTY	TOTAL PRICE	
Base Bid								
100	Mobilization, Bonding, General Requirements (15% maximum)	\$ 90,000.00	LS	1	\$ 90,000.00	1	\$ 90,000.00	
101	Traffic Control	\$ 38,874.28	LS	1	\$ 38,874.28	1	\$ 38,874.28	
102	Clearing and Grubbing	\$ 6,394.22	LS	1	\$ 6,394.22	1	\$ 6,394.22	
103	Tree Removal	\$ 1,445.00	EA	7	\$ 10,115.00	7	\$ 10,115.00	
104	Topsoil Removal	\$ 2.80	SY	3,040	\$ 8,512.00	3,040	\$ 8,512.00	
105	Topsoil Placement (4" thick)	\$ 10.60	SY	1,340	\$ 14,204.00	1,462	\$ 15,497.20	
106	Seeding	\$ 9.00	SY	1,340	\$ 12,060.00	1,462	\$ 13,158.00	
107	Remove Existing Asphalt Pavement	\$ 9.25	SY	1,390	\$ 12,857.50	1,523	\$ 14,087.75	
108	Remove Existing Curb and Gutter	\$ 7.30	LF	140	\$ 1,022.00	162	\$ 1,182.60	
109	Remove Existing Concrete Flatwork	\$ 1.00	SF	3,060	\$ 3,060.00	3,560	\$ 3,560.00	
110	Site Grading	\$ 40,000.00	LS	1	\$ 40,000.00	1	\$ 40,000.00	
111	Excavation to Subgrade	\$ 11.35	SY	3,540	\$ 40,179.00	3,581	\$ 40,644.35	
112	Subexcavation	\$ 72.00	CY	250	\$ 18,000.00	16	\$ 1,152.00	
113	Asphalt Pavement (3" thick)	\$ 32.00	SY	1,590	\$ 50,880.00	1,631	\$ 52,192.00	
114	Crushed Base Coarse	\$ 62.30	CY	680	\$ 42,364.00	646	\$ 40,245.80	
115	Geotextile Separation Fabric	\$ 2.31	SY	2,210	\$ 5,105.10	1,717	\$ 3,966.27	
116	Curb Inlet Replacement for Existing Dry Well	\$ 1,500.00	EA	1	\$ 1,500.00	1	\$ 1,500.00	
117	Remove Existing Dry Well	\$ 1,700.00	EA	2	\$ 3,400.00	2	\$ 3,400.00	
118	48" Dry Well	\$ 5,500.00	EA	13	\$ 71,500.00	13	\$ 71,500.00	
119	Street Sign and Post	\$ 450.00	EA	8	\$ 3,600.00	8	\$ 3,600.00	
120	Concrete Curb and Gutter	\$ 25.40	LF	2,230	\$ 56,642.00	2,171	\$ 55,143.40	
121	Concrete Sidewalk (4" thick)	\$ 5.94	SF	10,120	\$ 60,112.80	10,189	\$ 60,522.66	
122	Concrete Sidewalk/Approach (6" thick)	\$ 9.06	SF	1,820	\$ 16,489.20	2,368	\$ 21,454.08	
123	Truncated Dome Panels	\$ 39.00	SF	310	\$ 12,090.00	300	\$ 11,700.00	
124	Concrete Sidewalk Thickened Edge	\$ 32.95	EA	32	\$ 1,054.40	32	\$ 1,054.40	
125	Dry Utility Relocate Coordination	\$ 3,100.00	LS	1	\$ 3,100.00	1	\$ 3,100.00	
126	Landscaping	\$ 8,650.00	LS	1	\$ 8,650.00	1	\$ 8,650.00	
127	Exploratory Excavation	\$ 260.00	HR	16	\$ 4,160.00	2	\$ 520.00	
Additive Alternate A								
200	Mobilization, Bonding, General Requirements (15% of total)	\$ 5,000.00	LS	1	\$ 5,000.00	1	\$ 5,000.00	
201	Traffic Control	\$ 2,700.00	LS	1	\$ 2,700.00	1	\$ 2,700.00	
202	Clearing and Grubbing	\$ 750.00	LS	1	\$ 750.00	1	\$ 750.00	
203	RESERVED	\$ -	-	0	\$ -	0	\$ -	
204	Topsoil Removal	\$ 2.80	SY	20	\$ 56.00	20	\$ 56.00	
205	Topsoil Placement (4" thick)	\$ 10.60	SY	20	\$ 212.00	20	\$ 212.00	
206	Seeding	\$ 10.00	SY	20	\$ 200.00	20	\$ 200.00	
207	Remove Existing Asphalt Pavement	\$ 9.25	SY	400	\$ 3,700.00	400	\$ 3,700.00	
208	Remove Existing Curb and Gutter	\$ 7.30	LF	310	\$ 2,263.00	310	\$ 2,263.00	
209	Remove Existing Concrete Flatwork	\$ 1.00	SF	2,300	\$ 2,300.00	2,300	\$ 2,300.00	
210	Site Grading	\$ 5,285.00	LS	1	\$ 5,285.00	1	\$ 5,285.00	
211	Excavation to Subgrade	\$ 11.35	SY	640	\$ 7,264.00	640	\$ 7,264.00	
212	Subexcavation	\$ 72.00	CY	50	\$ 3,600.00	0	\$ -	
213	Asphalt Pavement (3" thick)	\$ 32.00	SY	320	\$ 10,240.00	320	\$ 10,240.00	
214	Crushed Base Coarse	\$ 62.30	CY	130	\$ 8,099.00	130	\$ 8,099.00	
215	Geotextile Separation Fabric	\$ 2.31	SY	410	\$ 947.10	410	\$ 947.10	
216	RESERVED	\$ -	-	0	\$ -	0	\$ -	
217	RESERVED	\$ -	-	0	\$ -	0	\$ -	
218	48" Dry Well	\$ 5,500.00	EA	2	\$ 11,000.00	2	\$ 11,000.00	
219	Street Sign and Post	\$ 450.00	EA	1	\$ 450.00	1	\$ 450.00	
220	Concrete Curb and Gutter	\$ 25.40	LF	310	\$ 7,874.00	310	\$ 7,874.00	
221	Concrete Sidewalk (4" thick)	\$ 5.94	SF	1,640	\$ 9,741.60	2,044	\$ 12,141.36	
222	Concrete Sidewalk/Approach (6" thick)	\$ 9.06	SF	380	\$ 3,442.80	390	\$ 3,533.40	
223	Truncated Dome Panels	\$ 39.00	SF	50	\$ 1,950.00	50	\$ 1,950.00	

				Current Contract Quantities		As-Constructed Quantities		Notes
ITEM NO.	DESCRIPTION	UNIT PRICE	UNIT	EST. QTY	TOTAL EST. PRICE	QTY	TOTAL PRICE	
Change Order 1								
CO1	Change Order 1	\$ 69,845.42	LS	1	\$ 69,845.42	1	\$ 69,845.42	
Total					\$ 792,845.42		\$ 777,536.29	

As-Constructed Total Price \$777,536.29
Current Contract Price minus \$792,845.42

Total Reconciled Quantity Change Adjustment -\$15,309.13



Service Line Repair Program at a Glance

HomeServe is honored to continue bringing your residents affordable home repair solutions and superior service.

✓ Partnership Fast Facts

As of October, 2024



- **Customizable Program:** Enables customizable and collaborative marketing efforts on program offers and materials.
- **Contractor Standards:** Ensures that all work is done by local, licensed, insured contractors with the appropriate permits.
- **HomeServe Cares:** We are committed to putting people at the heart of everything we do, and that includes our corporate social responsibility. We actively support and care for People, Communities, Veterans and the Common Good, both locally and nationwide.

HomeServe at a Glance

- Founded in 1993 in the UK, expanding to the US in 2003
- Over 1,110 municipal, utility and association partners
- Over 4.8M customers; Over 8.5M contracts in the US
- Administers the NLC Line Warranty Program

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RECEIVED
OCT 09 2024
CITY OF COLUMBIA FALLS

Dear: Governor Greg Gianforte,
Senator Steve Daines,
Senator Jon Tester,
Representative Ryan Zinke,
Representative Matt Rosendale,
The Flathead County Commissioners,
The Columbia Falls City Council,

This letter is written on behalf of the Coalition for a Clean CFAC regarding the proposed remedy (aka cleanup plan) for the accumulation of highly hazardous waste at the Columbia Falls Aluminum Company (CFAC). As many know, there is intense pressure to adopt some sort of clean-up plan and move this project forward. However, anyone who lives, recreates, works, or visits the Flathead should not confuse the desire to start a clean-up plan, with a science-based understanding of whether a clean-up plan will, in-fact, clean-up the toxic CFAC pollution.

The owner of CFAC, Glencore, is advocating that the Environmental Protection Agency (EPA) adopt Preferred Alternative #4 (out of 6 options). Having spent the past 3 months researching the more than 10,000 pages of the EPA records, which Glencore's consultants primarily wrote and compiled and the EPA relies on to justify the selection of Alternative #4, we are obligated to share our opinion that Alternative #4 is a raw deal for the Flathead, is not as protective as other feasible alternatives, and relies more on hopes and prayers for a permanent solution to toxic clean-up than it does best available science. For the reasons explained below we strongly encourage elected leaders to stand united in telling EPA that they must pause decision-making on any preferred alternative and issuing a Record of Decision until this happens.

Below we share critical flaws in the proposed cleanup plan, as well as discuss the alternatives that could provide greater long-term, permanent protection of our local economy, future redevelopment of the CFAC site, our clean water, healthy rivers, and fisheries. Note this letter follows a series of earlier letters we have sent you and the EPA. As always, we would welcome an opportunity to meet with any of you directly to discuss this issue.

As set forth on the front page of the 35-page CFAC Cleanup Plan Summary, "...EPA will review and consider all comments provided and, in consultation with the Montana Department of Environmental Quality (DEQ), will move forward with the Preferred Alternative, modify it, or select another of the alternatives presented in this plan. The Selected Alternative will be documented in a formal Record of Decision that will include a responsiveness summary to address comments received." (emphasis added) **Note that we are recommending, consistent with this statement, that the Preferred Alternative #4 be replaced with Alternative #6 and**

modified to include treatment strategies improperly dismissed by Glencore's consultant ROUX, in the Feasibility Study, due to alleged cost or other unsubstantiated reasons. These modifications include:

- (a) treatment of toxic waste through Solidification and Stabilization¹ (S/S) combined with;
- (b) Alternative 6's option of consolidation of still hazardous waste after S/S in a newly constructed on-site repository meeting substantive RCRA Subtitle C requirements for modern hazardous waste impoundments; and
- (c) ground water extraction and treatment called for in Alternative 4C, which could reduce the cleanup time of the existing contaminated plume from 35-60 years to 6-9 Years. (Note Alternative #6 ranked in the draft plan as the highest Alternative for long-term effectiveness and permanence.)

Furthermore, and in support of our request that you join us in urging EPA to pause any Record of Decision and instead, re-evaluate its preferred alternative, please consider the following:

It is wrong to prioritize cost-savings to multi-national corporations like Glencore and ARCO, who are responsible for cleanup costs at the Columbia Falls Aluminum Company (CFAC) site, by approving cleanup remedies that cost much less, but will take an estimated 35 to 60 years, if even then, to fully cleanup the existing polluted groundwater plume, over more costly remedies that would clean up the polluted ground water in six to nine years, and with a higher degree of certainty. The statutory and regulatory context for the consideration of cost in selecting a preferred alternative in a CERCLA plan is one of five criteria. Remedies must (1) protect human health and the environment, (2) comply with applicable or relevant and appropriate requirements unless a waiver is justified; (3) be cost-effective; (4) utilize permanent solutions and alternative treatment technologies or resource recovery technologies to the maximum extent practicable; and (5) satisfy a preference for treatment as a principal element, or provide an explanation why such preference was not met.

The proposed draft remedy of Preferred Alternative 4 reflects a unitary focus on the lowest cost, with short shrift being given to other mandatory criteria. The draft plan needs to be amended to include strategies that prevent an undisputed, existing, toxic plume of groundwater from continuing to enter the Flathead River and shallow backwaters that are critical habitat for rare and/or threatened species like the Bull Trout² and the Westslope Cutthroat Trout. Notably, there has been inadequate assessment of the undisputed toxic plume from CFAC, upon threatened and endangered aquatic species or their critical habitat, which support both those species and the Flathead's world class recreational opportunities, much less the outdoor economy driven by our healthy rivers and clean water.

¹ Solidification/stabilization (S/S) transforms potentially hazardous liquid or solid contaminants of concern (COCs) present in soil or sediment into environmentally innocuous materials of considerably reduced mobility, thus preventing the hazardous waste from reaching receptors. <https://frtr.gov/matrix/Solidification-and-Stabilization/>. This treatment method is one of the top five treatment methods used at Superfund sites and is currently in use at over 250 Superfund sites across the country. Studies show S/S has been used to successfully clean up cyanide.

² Bull trout were listed as "threatened" under the Endangered Species Act in 1998.

CFAC's investigation of impacts on the groundwater plume ended with the finding that toxins related to CFAC were present in and contaminating surface waters in the Flathead and other creeks, but did not adequately evaluate how the preferred alternative would, or would not, violate water quality criteria or harm aquatic life. CERCLA requires evaluation of why a proposed remedy satisfies components of the federal Clean Water Act, including compliance with toxic water quality criteria and demonstrations of how remedies will, or will not, be protective of aquatic life. This diligence is simply ignored in Preferred Alternative 4.

Additionally, regarding groundwater treatment, one of EPA's consultants identified the deficiencies of Alternative 4 long before release of the draft clean-up plan:

*"The addition of downgradient groundwater extraction and treatment adds an incremental cost of \$30 million to the fully encompassing slurry wall alternative, leading the [Feasibility Study] FS to conclude that the benefit of adding groundwater extraction and treatment would not substantially increase the long-term effectiveness and permanence, as compared to a functioning fully encompassing slurry wall. As such, the additional cost is unjustified. A downgradient groundwater extraction and treatment system would have to operate year-round, with flow rates of up to 1,500 gallons per minute during high water table conditions. **The benefit of capturing and treating the groundwater at the downgradient end of the plume would be to accelerate the timeframe to attain Remedial Action Objectives (RAOs) (specifically to meet the PRG for free cyanide in porewater and surface water at the River Area DU) to an estimated 6-9 years. Without treatment of the downgradient edge of the plume, the timeframe is estimated at 35-60 years.**" (emphasis added)*

Memorandum from Gunnar Emilsson, CDM Smith to: Ken Champagne, EPA, Amanda Bartley, EPA, and Dick Sloan, DEQ June 17, 2022 Page 5
<https://cumulis.epa.gov/supercpad/SiteProfiles/index.cfm?fuseaction=second.ars&id=0800392&doc=Y&colid=67352®ion=08&type=AR>

CERCLA³ (and EPA regulations) require decision-makers to prioritize treatment⁴ over containment, yet instead the draft Clean-up Plan calls for approval of containment over treatment. A review of the record suggests that CFAC's consultant hired to research and create this Cleanup Plan, ROUX, arbitrarily and without merit, dismissed a top treatment option used at Superfund sites around the country--Solidification and Stabilization⁵ (S/S).

³ 42 U.S.C. 9621(b)(1) "Remedial actions in which treatment which permanently and significantly reduces the volume, toxicity or mobility of the hazardous substances, pollutants, and contaminants is a principal element, are to be preferred over remedial actions not involving such treatment."

⁴ https://www.law.cornell.edu/definitions/uscode.php?width=840&height=800&iframe=true&def_id=42-USC-63342472-1059234779&term_occur=999&term_src=title:42:chapter:82:subchapter:I:section:6903

⁵ Solidification/stabilization (S/S) transforms potentially hazardous liquid or solid contaminants of concern (COCs) present in soil or sediment into environmentally innocuous materials of considerably reduced mobility, thus preventing the hazardous waste from reaching receptors. <https://frtr.gov/matrix/Solidification-and-Stabilization/> Note it is our belief that the use of S/S combined with Alternative 6's option of consolidation of still hazardous waste in a newly constructed on-site repository meeting substantive RCRA Subtitle C requirements for modern

Specifically, ROUX concluded in several places in the Feasibility Study (FS) that “*These technologies do not provide a better effectiveness compared to more proven and easily implemented technologies (e.g., soil cover). Therefore, both solidification and stabilization for the Soil DU has been screened from further consideration.*”⁶ However, ROUX failed to provide evidence demonstrating why CERCLA's preferred treatment approach, and specifically S/S strategies, would not be more effective at remediating the CFAC contamination. ROUX concludes S/S strategies are expensive,⁷ but fails to explain how a soil cover would be more or equally effective, or how a soil cover in this application even qualifies as treatment. We cannot find within EPA regulations where soil covers in this context are even considered a treatment strategy called for by EPA. Put simply, soil cover is a containment strategy. EPA's own history demonstrates that solidification and stabilization have been selected or are being used in cleanups at over 250 Superfund sites across the country currently.

The Draft CFAC Cleanup Plan also runs afoul of CERCLA's penultimate focus - protecting public health and the environment - by recommending the cheapest option for containment, and what evidence suggests is one of the least permanent and most risky containment methods—a **slurry wall**. The draft recommendation is being made over the concerns expressed by EPA's own engineer (quoted below) in his review of the draft Cleanup Plan before its release to the public. Further, the majority of public comment that followed the draft plan's release favored removal and/or treatment, over mere containment.

40 CFR § 300.430(a)(1)(iii)(A)

(iii) Expectations. EPA generally shall consider the following expectations in developing appropriate remedial alternatives:

(A) EPA expects to use treatment to address the principal threats posed by a site, wherever practicable. Principal threats for which treatment is most likely to be appropriate include liquids, areas contaminated with high concentrations of toxic compounds, and highly mobile materials. <https://www.ecfr.gov/current/title-40/chapter-I/subchapter-J/part-300/subpart-E/section-300.430>

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hazardous waste impoundments and the ground water extraction and treatment called for in Alternative 4C which could reduce the cleanup time of the existing contaminated plume from 35-60 years to 6-9 years is the best option...The President shall select a remedial action that is protective of human health and the environment, that is cost effective, and that utilizes permanent solutions and alternative treatment technologies or resource recovery technologies to the maximum extent practicable.”

<sup>6</sup> Feasibility Study Report | ROUX | page 80

<sup>7</sup> The Feasibility Study Report | ROUX | pages 69-70 recognizes that “Section 4.2.5 of CERCLA RI/FS Guidance (EPA/540/G-89/004) states that “cost plays a limited role in the screening of process options.” Yet ROUX goes on to say in the very next paragraph, “For this evaluation, relative cost is used to screen out process options that have a high capital cost if there are other choices that perform similar functions with similar effectiveness.” The Feasibility Study Report | ROUX | page 80 also dismisses Solidification/Stabilization (S/S) as being able to treat PAH's found at CFAC but the following web sites notes it can be treated with S/S using organic binders.

<https://www.frtr.gov/matrix/Solidification-and-Stabilization/>

*“The alternative ranking displayed in Table 7-2 indicates that the fully encompassing slurry wall was the highest-scoring alternative. During the June 6 call, CDM Smith expressed concern over the constructability of the slurry wall. The FS indicates that the slurry [wall] would be installed to depths of up to 120 to 150 feet, which is at the limit of current slurry wall construction capabilities. CDM Smith’s knowledge of another barrier wall installation to depths of up to 90 feet within glacial till (at a Superfund site in Washington) suggests that the occurrence of boulders and other natural obstructions along the wall alignment may require significant pre-drilling effort to penetrate. **Additionally, complex construction methods such as a composite barrier wall (e.g., a combination of slurry trenching and jet grouting) may need to be considered to construct the wall to the target depths. The inherent complexity of such construction approaches may increase the likelihood of the target depths not being achieved along portions of the wall, thus reducing the effectiveness of the barrier.**”* Memorandum from Gunnar Emilsson, CDM Smith to Ken Champagne, EPA, Amanda Bartley, EPA, and Dick Sloan June 17, 2022 Page 4  
<https://cumulis.epa.gov/supercpad/SiteProfiles/index.cfm?fuseaction=second.ars&id=0800392&doc=Y&colid=67352&region=08&type=AR> (emphasis added)

**Additionally, regarding protection of human health and the environment including fisheries, we are concerned with the EPA’s and DEQ’s failure to require the taking of specific samples from the seven (7) landfills on the CFAC property.<sup>8</sup>** This makes absolutely no sense. Without knowing the identity of the contaminants in the landfills and the concentration of these contaminants present in the worst portions of this contaminated site, it’s not possible to know what health risks these areas really pose to the public, or fisheries, or wildlife. Using data collected from monitoring wells and from surface samples collected some distance from the landfills will at best underestimate the human health and environmental risks and at worst, provide a false sense of security. This is especially important since the EPA is considering leaving the contamination in place.

Glencore’s consultants have expressed concern about “compromising the integrity of the covers” of the landfills and EPA is thus far accepting their reasoning. Yet, Glencore’s consultants have already drilled soil borings and collected soil samples from three of the landfills (the sanitary, industrial and center landfills).<sup>9</sup> However, the lab analysis for these samples was not included in the Remedial Investigation (RI) report. This information needs to be made public and included as part of human health and ecological risk analysis included in the RI report. We want to know what the agency looked for in these samples and what was found. Furthermore, it’s unclear what the condition is of the existing covers. The RI report states that “the industrial

<sup>8</sup> “Samples were not directly collected from landfills at the site to avoid compromising the integrity of the covers. In lieu of direct sampling, EPA sampled monitoring wells previously installed in locations down-gradient and up-gradient of the landfill and sludge pond sources to determine if contaminants have been released to groundwater.”

<https://cumulis.epa.gov/supercpad/SiteProfiles/index.cfm?fuseaction=second.cleanup&id=0800392>

<sup>9</sup> Note that consolidation of additional on-site waste to some of these landfills is part of Alternative 4.

landfill is 'uncovered,' that it's unclear if asbestos is present at the surface" of the asbestos landfills, and that the west landfill cap is synthetic and was installed in 1994. The main concern with covers is the loss of integrity over time. The EPA must do a better job of describing the integrity of the existing covers for each of the landfills on the CFAC property and define and provide science-based evidence of what would be the dangers of compromising the integrity of the covers by collecting additional samples.

**In closing, we ask you to step back and reevaluate the adequacy of Preferred Alternative 4 for the CFAC Project. The Flathead deserves** a plan that is more protective of our economy - which is driven by our unparalleled and spectacular natural resources including our clean water, clean rivers, the fisheries, and the critical habitats they and we all rely upon to stay healthy. Our Coalition represents approximately 20,000 citizens who have already petitioned the EPA for reconsideration of this draft Cleanup Plan for CFAC.

We ask that you speak up quickly and request continued delay in the adoption of the ROD for the CFAC site and/or for serious consideration of amendments to the ROD that support our call for **the Preferred Alternative #4 to be replaced with Alternative #6 and modified to include treatment of toxic waste through Solidification and Stabilization<sup>10</sup> (S/S) combined with Alternative 6's option of consolidation of treated but perhaps still hazardous waste in a newly constructed on-site repository meeting substantive RCRA Subtitle C requirements for modern hazardous waste impoundments (and ranked in the draft plan as the highest Alternative for long-term effectiveness and permanence), and for the ground water extraction and treatment called for in Alternative 4C which could reduce the cleanup time of the existing contaminated plume from 35-60 years to 6-9 years and at long last put an end to this ongoing pollution of the Flathead River, as the preferred option** . (Shortening the on-going monitoring required from 35-60 years to 6-9 years will be a huge savings that must also be considered.)

While the age-old proverb goes trust but verify, we find it may be more appropriate to flip these and say verify before you trust; at least that is what we have been working hard to do. We look forward to hearing from you on this issue and thank you for giving this your immediate attention before the EPA issues a final ROD.

Sincerely,

**The Board of the Coalition for a Clean CFAC** , [coalition@cleancfac.org](mailto:coalition@cleancfac.org)

Shirley Folkwein (406-890-1659), Phil Matson, Del Phipps, Laura Damon, Mayre Flowers (406-253-0872), Peter Metcalf

Cc

- Michael Freeman, Governor's Office, Natural Resources Policy Advisor
- KC Becker, Regional Administrator for EPA's Region 8

<sup>10</sup> Solidification/stabilization (S/S) transforms potentially hazardous liquid or solid contaminants of concern (COCs) present in soil or sediment into environmentally innocuous materials of considerably reduced mobility, thus preventing the hazardous waste from reaching receptors. <https://frtr.gov/matrix/Solidification-and-Stabilization/>

- Carolina Balliew, Montana Remedial Section C Supervisor, for EPA Region 8
- Matthew Dorrington, Remedial Project Manager, Superfund Division, EPA Region 8
- Sonja Nowakowski, Director of the Montana Department of Environmental Quality
- Montana DEQ Project Manager, Richard Sloan
- The Montana Environmental Quality Council
- Columbia Falls City Council, Mayor Don Barnhart, (no public email available)
- Whitefish City Council, Mayor John Mulfield,
- Kalispell City Council, Mayor Mark Johnson
- Flathead County Commissioners: Brad Abell, Randy Brodehl, and Pam Holmquist
- US Senator Jon Tester , c/o Erik Nylund, Regional Director Butte, and Chad Cambell, Regional Director, Kalispell
- US Senator Steve Daines, c/o Katie Devlin, Natural Resource Liaison
- Confederated Salish and Kootenai Tribal Council, Michael Dolson , Chair
- Confederated Salish & Kootenai Tribes: Richard Janssen, Natural Resources Dept. Head
- The Montana Natural Resource Damage Program: Doug Martin and Katherine Hausrath
- Flathead City-County Health Department: Jennifer Rankosky
- Flathead Lake Biological Station, UM, James Elser, Director and Tom Bansak , Associate Director
- Western Montana Conservation Commission, Casey Lewis, Executive Director, Mike Koppel, Chair
- Flathead Conservation District, Pete Woll, Board Chair, and Samantha Tappenbeck, Resource Conservationist



## Fall 2024 Newsletter

### Community Engagement Updates

The Columbia Falls Aluminum Company (CFAC), in partnership with the Environmental Protection Agency (EPA) and the Montana Department of Environmental Quality (MDEQ), has been deeply involved in community engagement efforts throughout 2024. These initiatives have included listening sessions, site tours, and open houses as well as EPA-hosted tabling events and open office hours, all aimed at providing the community with a comprehensive understanding of the ongoing remediation process.

In addition to these efforts, the EPA has provided technical assistance through Skeo and TAG grant awards, ensuring community members have access to support and understanding of technical documentation.

#### April 24-25 Engagement Sessions

In April, CFAC hosted a series of listening and engagement sessions, attracting nearly 200 community members. The events included open house sessions and formal presentations where attendees could interact with experts and learn about the proposed remediation plans. Representatives from local, state, and federal offices were in attendance. Feedback from these sessions indicated a strong interest in topics like water quality and the remediation process, with 83% of survey participants leaving the event feeling well-informed.

#### June 12 CFAC Site Tours

Onsite tours of the CFAC property were conducted in June, offering community members an up-close look at the proposed remediation areas. The tours, which included local officials and community leaders, were well-received, with 95% of survey participants finding the tours met their expectations and 85% reporting an improved understanding of the site. Feedback highlighted the value of in-person experiences and knowledgeable guides.

#### July 17 Open House

Building on the success of earlier events, CFAC hosted an open house in July, focusing on one-on-one conversations with community members. Though attendance was lower than previous events, the positive feedback suggests that the community is becoming increasingly well-informed about the remediation efforts. Attendees praised the presenters' expertise, with 91% of survey respondents finding the information valuable and all respondents feeling their questions were answered.

## Looking Ahead

CFAC remains committed to ongoing engagement and transparency as the remediation process continues. The strong turnout and positive feedback from recent events highlight the community's interest in the project and support for moving toward remediation. CFAC will continue to work closely with local and federal agencies, as well as community groups, to ensure that all stakeholders remain informed and involved.



Photo credit: Tristan Scott, Flathead Beacon

## City and County Officials Advocate for Progress on CFAC Site Remediation

Support for the swift release of the Record of Decision (ROD) regarding the Columbia Falls Aluminum Company (CFAC) site continues to grow, with significant backing from various levels of government. From the Governor's office to the Columbia Falls City Council, elected officials have supported proceeding without further delay.

### **Mayor Barnhart's Call for Action**

At the July 16 Flathead County Commission meeting, Columbia Falls Mayor, Don Barnhart, passionately advocated for moving forward with the remediation plan, emphasizing the years of scientific research and public engagement that have gone into developing the proposed solutions.

In his statement, Mayor Barnhart highlighted his involvement with the CFAC site since 2015, when the EPA was first brought in to assess and address environmental concerns. Reflecting on the extensive public meetings and the thorough scientific work carried out over the years, he urged the county commissioners to support the progression of the ROD.

Barnhart stressed that the information needed to understand and address the contamination issues at the site has always been available to the public. He noted that the public had ample opportunity to engage with the process and that the decision to move forward is now overdue.

### **Commissioners Back the ROD Release**

Flathead County Commissioner Brad Abell echoed Mayor Barnhart's sentiments at the same meeting. Commissioner Abell acknowledged that the county's request for a pause in February had been honored, allowing for additional public engagement. However, after reviewing the situation, he concluded that delaying action poses a greater environmental risk than proceeding with the remediation. "Doing nothing is more of a risk to the environment than moving ahead," he stated, affirming his support for the ROD at this time.

Commissioner Randy Brodehl also expressed his appreciation for the public's input and the EPA's responsiveness to the county's request for a pause. However, he emphasized that it is now time to move forward with the plan. "I think it's time that we move ahead with this," he concluded.

### **Columbia Falls City Council Urges a Move Toward Remediation**

The Columbia Falls City Council reaffirmed the urgency of advancing site remediation efforts during their meeting on August 5. In a decisive 5-1 vote, the council approved issuing a letter to the EPA, strongly urging the prompt release of the Record of Decision (ROD).

The letter stresses the critical importance of the ROD to facilitate both remediation and redevelopment at the site.

"We are calling for the immediate issuance of the Record of Decision so that final engineering and actual cleanup work can begin," the letter states. "The City Council acknowledges that without the ROD, all cleanup activities at the site remain at a standstill, and progress is effectively halted."

### **The Senators Weigh In**

Senator Steve Daines expressed his desire for progress through a letter to EPA Region 8 Administrator, KC Becker. In that letter, Senator Daines states, "Since work can only begin on the recovery and restoration process of the superfund site once the final ROD is issued, this is an important timeline."

Senator John Tester also took interest in the site's future. Mick Ruis reports that the Senator sent a staff representative from Washington D.C. to Columbia Falls to meet with Mr. Ruis, a prospective developer, to discuss redevelopment plans and potential for the property following remediation.

### **A Unified Push for Progress**

The unified call from city and county officials, along with state and federal representatives, underscores the critical importance of advancing the CFAC site's remediation. With strong support across multiple levels of government, the community is hopeful that the EPA will soon release the Record of Decision, allowing the necessary engineering and cleanup work to begin in earnest.

## **What happens after a ROD is released**

Over the past decade, the CFAC site has undergone complex and thorough investigation and review as Superfund rules require. Under the supervision of the Environmental Protection Agency (EPA), a Preliminary Assessment, Site Inspection, Remedial Investigation and Risk Assessment have been conducted. This led to the completion of a Feasibility Study and the development of a Proposed Plan.

With all the recent community discussion and media coverage, you may be wondering why a Record of Decision is so important and what happens once it is released.

A Record of Decision, or ROD, is a legal document formally selecting a cleanup remedy. Before any site work to mitigate the contaminated area can begin, a ROD must be released by the EPA. Until a Record of Decision is in place, progress toward site cleanup is on hold.

Once the EPA issues the ROD, the Potentially Responsible Parties (PRP) and the EPA will begin Consent Decree negotiations. A Consent Decree is a legal agreement that provides the framework for continued cleanup. Agreements are made under Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) requirements. This process may take a year or longer to complete.

With the consent decree in place, Remedial Design can begin. Remedial Design (RD) is the phase where the technical specifications for cleanup are developed. Remedial Action (RA), or the actual construction and implementation phase of the cleanup, will take place once RD is complete. The RD and RA are based on the specifications laid out in the Record of Decision. The RD process can take a couple of years to complete and the length of the RA is contingent upon the design specifications in the RD.

Each phase of the remediation process can be lengthy. Immediate issuance of the ROD will allow cleanup to move forward, opening the door for reuse and redevelopment of the site to benefit the Columbia Falls community.

## Providing Additional Clarification

At an August 20, 2024, meeting hosted by the Coalition for a Clean CFAC (CCC), multiple slides were presented regarding the proposed cleanup plan. We would like to clarify the information provided on several slides. Text from the CCC slides is provided in italics and clarification is provided in standard type.

**Slide 3:** This slide states *"Highly toxic waste buried at the Columbia Falls Aluminum Company (CFAC) Superfund site threatens our water, our health, our community, and our economy, if the proposed cleanup plan does not provide viable and timely solutions."*

It is important to recognize that the groundwater plume is located entirely on-site and is not threatening residential drinking water wells or public water supply wells. No water supply wells, public or private, are in the path of the groundwater plume. The groundwater plume meets drinking water standards upon discharge to the Flathead River. The EPA's Proposed Plan eliminates, and controls risks posed in certain, discrete areas of the site by past manufacturing operations. These areas are far removed from the Site boundary and pose no risk to the community.

**Slide 4:** This slide states *"Simply leaving the toxic waste in place threatens our water, our health, our community and our economy for generations to come"*. This slide also quotes statements regarding the Love Canal Superfund Site.

Slide 4 infers that EPA's Proposed Plan *"simply leaves the waste in place."* Nothing could be further from the truth. EPA's Proposed Plan includes extensive remediation, installation of a multi-layer cap and other engineering controls and institutional controls, and long-term monitoring to ensure the protection of human health and the environment as required by law.

CFAC does not resemble the Love Canal Site. The inference that CFAC poses similar risks to the public as the Love Canal Site is inconsistent with the assessment of risks presented in the CFAC Baseline Risk Assessment. Prior to modern-day environmental laws and regulations, the Love Canal community was built on top of the historical toxic waste disposal area, resulting in both acute and chronic exposure to contaminants. Love Canal has played a singularly important role in shaping laws and regulations that prevent such situations from ever happening again. Because of Love Canal and the Superfund Law, EPA has more than 40 years of experience cleaning up thousands of sites across the country.

**Slide 21:** The last sentence within the first bullet on this slide states "*The Center Landfill will stay as it currently is.*"

That sentence is incorrect, as EPA's Proposed Plan includes construction of a new multi-layered cap on the Center Landfill.

**Slides 23 and 24:** These two slides present five separate paragraphs that question the potential effectiveness of a slurry wall as a component of the remedy.

The goal of the slurry wall is to contain groundwater impacts below the West Landfill and WSSP Landfill, cutting off the source of the groundwater contamination to speed the cleanup of the downgradient groundwater plume. Many years of experience with remediation since the inception of Superfund demonstrate the usefulness of slurry walls to mitigate the source of groundwater contamination to clean up groundwater plumes.

EPA's Proposed Plan of installing a multi-layered cap on the existing landfills will effectively prevent the generation of new groundwater impacts from precipitation infiltrating through the waste. Installing the new cap or even moving the waste to a new on-site landfill does not address existing groundwater impacts; the slurry wall does. In addition, a new cap or moving the waste does not address future groundwater impacts from contaminated soil that likely extends beneath the seasonal high-water table under the West Landfill and WSSP Landfill; the slurry wall does.

**Slide 23.** The key to the slurry wall's success hinges on tying it into the Aquitard which is 125 to 150 feet below the ground's surface. This is pushing the limits of this technology. EPA provided (4) examples of slurry walls reaching these types of depths, (3) of which were tied at the bottom into bedrock, not an aquitard. An aquitard can have many variations in its thickness and composition and is semi-impermeable.

The 150-foot depth was the upper limit estimated during the FS. As stated in EPA's proposed plan, the depth is typically between 100 and 125 feet. Regardless, the technology has been proven effective at depths similar to and exceeding those required at the CFAC Site.

This issue was addressed by CFAC's geotechnical engineering consultant, Mueser Rutledge Consulting Engineers (MRCE), during the EPA's public meetings in April and July 2024. MRCE presented information showing it had designed 38 slurry walls for the containment of groundwater contamination source areas and 102 slurry walls for other purposes. Of the 38 containment slurry walls designed by MRCE, four extended to depths ranging between 145 feet and 159 feet. Numerous slurry walls have been successfully installed where the closure or "key" stratum has been an unconsolidated aquitard, such as glacial till, rather than bedrock. In fact, excavating the key into a low permeability unconsolidated aquitard is more easily accomplished than a key into bedrock.

**Slide 23.** The slurry wall will be placed in glacial till, a mixture of materials with rocks of unknown sizes. Rocks can protrude into the slurry wall causing leaks.

While the hypothetical situation of protruding rocks is prevented by the slurry wall construction process, no leaks could occur in that situation as there would be no gap between the rock and the slurry and the rock would be as impervious (or more so) than the slurry wall. In any case, the slurry wall construction process breaks up (if necessary) and removes large rocks or boulders that may be encountered while excavating the trench. The hydrostatic head of the bentonite slurry within the trench creates an outward pressure that stabilizes the walls of the trench during construction. Measurements are taken continually throughout the process to ensure the trench remains clear for installation of the soil bentonite backfill. Once in place, the soil bentonite backfill exerts an outward pressure, similar to or greater than that of the bentonite slurry, that prevents rocks in the trench sidewalls from moving into the finished slurry wall.

In short, the construction is performed in a manner to prevent large rocks from protruding through the slurry wall and even if they did, they would not cause leaks.





**Slide 24.** Leaks will allow hazardous waste to migrate out into the groundwater.

New leachate generation is prevented through the construction of the new multi-layered cap which is essentially the same cap design that would be used for a new on-site containment cell such that either approach provides equal protection from the generation of new leachate. The role of the slurry wall is to contain the groundwater impacts which are not addressed by capping of the waste or by excavating the waste. Furthermore, groundwater extraction from inside of the slurry wall would prevent outward flow into the surrounding groundwater.

**Slide 24.** There is the possibility that this waste will go undetected for long periods of time, impacting the groundwater, human health and the environment.

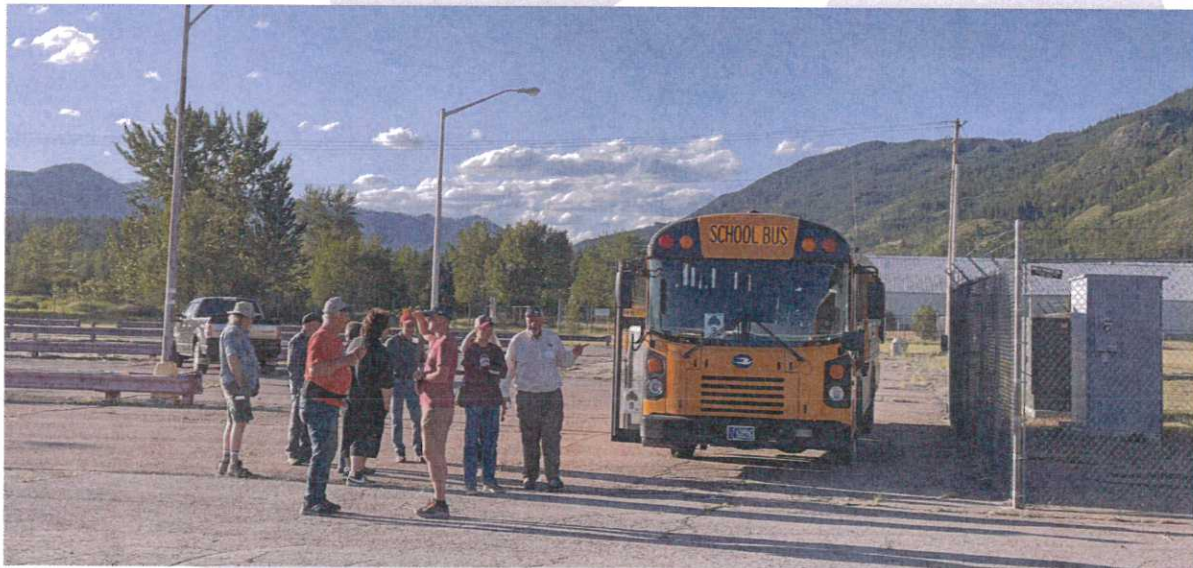
Under either EPA's Proposed Plan or a new containment cell, groundwater monitoring at the immediate downgradient boundary is the standard method through which releases are identified. This standard approach precludes the possibility that releases would go undetected for longer periods of time. The slurry wall is designed to speed cleanup of the existing groundwater plume.

**Slide 24.** A study performed by Roux on Slurry Wall Effectiveness found that of (48) sites studied,  $\frac{1}{4}$  were considered ineffective after (5) years of use. Most from not being properly tied in at the bottom. Data is only available for a little over (20) years of use and long-term effectiveness is unknown because of this being a more recent technology.

The above paragraph from Slide 24 misrepresents the August 2023 fact sheet prepared by Roux, titled "Fact Sheet: Slurry Wall Effectiveness". As one component of that Fact Sheet, Roux summarized the evaluation of the five-year periodic review reports on 48 Superfund Sites that included a slurry wall as part of the remedy. The above statement: "of (48) sites studied, 1/4 were considered ineffective after (5) years of use" is a gross misrepresentation of the information contained in the Fact Sheet. The Fact Sheet actually states:

- 36 of the 48 slurry wall remedies were considered effective by the USEPA in Five-Year Review (5YR) reports (i.e., the remedy is functioning as designed in the ROD).
- 9 of the 48 slurry wall remedies (19%) were noted as requiring follow-up investigation or additional study in order to fully demonstrate effectiveness, due to: EPA requiring additional study to confirm hydraulic gradient was achieved; USEPA requiring upgrades to extraction systems or to portions of the slurry wall to optimize groundwater gradient and capture; or a lack of data confirming that the containment was successful (i.e., lack of water level or contaminant data). Note that EPA did not characterize these remedies as ineffective; rather just that additional work was required as noted above.
- EPA characterized 3 of 48 (6%) slurry wall site remedies as ineffective in their five-year reports due to: a lack of hydraulic control or contaminant migration across/through/under the slurry wall; or improper construction of the slurry wall (i.e., slurry wall not keyed into the confining layer) resulting in contaminant migration outside the wall.

The fact sheet acknowledges that, given the relatively young age of the technology, there is limited data regarding long-term effectiveness. That is why it is important that groundwater monitoring be continued around these landfills. However, it is noted herein that the three oldest slurry walls included in 48 sites evaluated (i.e., Lipari Landfill, Lone Pine Landfill and Pollution Abatement Services) are all 40+ years old and still effective.



**Slide 25:** The third bullet on this slide states that excavation and onsite consolidation of waste in a an Onsite RCRA Approved Landfill (Alternative LDU1/GW-6) wasn't chosen by EPA "because it is more expensive than the slurry wall and ranked lower for short term effectiveness."

EPA's Proposed Plan determined that Alternative 6 (Excavation with On-Site Consolidation) is the least cost-effective alternative. EPA has explained that a remedy is cost-effective not in being the lowest cost but when the overall effectiveness of the remedy is proportional to its total cost. EPA's Proposed Plan did state that "The costs for Alternative 6 dwarfs the costs for the other alternatives..." Selecting the least cost-effective alternative would be contrary to law under Superfund. Cost plays an important role in the selection of remedies under existing law and policy. Cost is one of the five principal and co-equal requirements of the NCP. Superfund mandates that remedies be cost-effective.

In addition to being more than three times expensive and ranked lower for short-term effectiveness, Alternative LDU1/GW-6 was also ranked lower for implementation. Research has not identified any other sites where previously landfilled Spent Pot Liner was excavated at the scale required under this alternative. It would be technically infeasible to prevent infiltration of water through waste and impacted soils which would increase groundwater contamination during remedial action. Large quantities of water generated during construction would need to be collected for treatment of cyanide, fluoride, and arsenic prior to discharge, further complicating the implementation of this alternative. The potential need for enclosed work areas and/or limitations on exposed waste areas would complicate and slow the implementation of the excavation alternative and increase costs beyond those currently estimated. Pre-treatment of SPL-impacted material has not been included under this alternative. If a pretreatment step should be required for all or some of the excavated material, the technical feasibility of this alternative would be even more questionable.

**Slide 27:** This slide lists what CCC considers to be the advantages of an Onsite RCRA Approved Landfill; including they consider it to be the most protective of all onsite options and protective of groundwater.

Most protective is not the standard for remedy selection under Superfund law and regulations. Superfund requires the remedy to be protective of human health and the environment. Superfund requires EPA to select a protective remedy that provides the best balance of the co-equal balancing criteria. EPA's Proposed Plan provides protection equivalent to Alternative 6 as each would be capped with a multi-layer cap.

In Slide 27, the statement that the Onsite RCRA Approved Landfill (Alternative 6) is the most protective of all onsite options does not consider the potential risks human health and the environment during the several additional years of construction required to implement this alternative. This includes risks to workers associated with the extensive heavy equipment operations over several years and the health and safety risks associated with potential exposures to toxic waste during that period.

Contrary to Slide 27, Alternative 6 is less protective of groundwater than EPA's proposed remedy. EPA's Proposed Remedy controls the source of the existing groundwater plume which reduces the groundwater cleanup time as compared to Alternative 6. Furthermore, during construction, the infiltration of water through waste and impacted soil would increase groundwater impacts during the several years required to implement this remedial. If the excavation missed any pockets of source material, it would take even longer to clean up the groundwater.

<sup>1</sup> Federal Register, December 21, 1998, Proposed Rule, National Oil and Hazardous Substances Pollution Contingency Plan, 53 FR 51394-51520. 1996, The Role of Cost in the Superfund Remedy Selection Process, Quick Reference Fact Sheet, EPA 540/F-96/018, PB96-963245, United States Environmental Protection Agency, Office of Solid Waste and Emergency Response, September 1996.

<sup>2</sup> 1996, The Role of Cost in the Superfund Remedy Selection Process, Quick Reference Fact Sheet, EPA 540/F-96/018, PB96-963245, United States Environmental Protection Agency, Office of Solid Waste and Emergency Response, September 1996.

<sup>3</sup> Federal Register, March 8, 1990, Final Rule, National Oil and Hazardous Substances Pollution Contingency Plan, 55 FR 8666-8865. Federal Register, December 21, 1998, Proposed Rule, National Oil and Hazardous Substances Pollution Contingency Plan, 53 FR 51394-51520.

**Slide 33:** The second bullet on this slide states "*The excavation of both the West Landfill and Wet Scrubber Sludge Pond Material is in EPA's top (6) alternatives. This alternative would not have been considered if the explosive nature of the material made this option too dangerous to perform.*"

EPA's Proposed Plan recognized the potential risks and issues associated with excavating the waste and scored it very low for two of the co-equal balancing criteria of Short-Term Risk and Implementability. There are numerous human health and environmental risks associated with the landfill excavation alternative. While none of the risks may make the excavation "too dangerous to perform," the fact remains that undertaking such an action will put numerous workers at risk and increase impacts to groundwater. These human health and environmental risks are avoided by EPA's Proposed Plan.



## Additional Project Details

To learn more about this project or review cleanup alternative rankings in detail, visit the project website at > [CFACproject.com](http://CFACproject.com)

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