



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

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

**CITY COUNCIL REGULAR MEETING
AGENDA
MONDAY, NOVEMBER 04, 2024
COUNCIL CHAMBERS CITY HALL**

FINANCE COMMITTEE – 6:30 P.M

(Barnhart, Piper and Price)

REGULAR MEETING – 7:00 P.M.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

CONSENT AGENDA:

- [1.](#) Approval of Claims - November 4, 2024 - \$1,206,167.75
- [2.](#) Approval of Payroll Claims - Oct. 25, 2024 - \$185,085.68
- [3.](#) Approval of Regular Council Meeting Minutes - September 21, 2024
- [4.](#) Approval of MT DOT STEP Contract for 2025 and Authorize City Manager and Police Chief to Execute
- [5.](#) Approval of Task Order #3 - Professional Services Contract with Susan Nicosia

VISITORS/PUBLIC COMMENT (Items not on agenda)

NEW BUSINESS:

- [6.](#) Mayoral Proclamation - Nov. 30, 2024, Small Business Saturday in Columbia Falls

ORDINANCES / RESOLUTIONS:

- [7.](#) A RESOLUTION OF THE CITY COUNCIL OF COLUMBIA FALLS, MONTANA APPROVING THE FINAL PLAT OF RIVERBEND AGAIN SUBDIVISION A TWO LOT RESIDENTIAL MINOR SUBDIVISION LOCATED AT 67 HIDDEN CEDAR LOOP AND 544 EVENING STAR LANE, FURTHER DESCRIBED AS LOT 20A, OF THE AMENDED SUBDIVISION PLAT OF LOTS 20, 21, 30 & 31 OF RIVERBEND ESTATES PHASE 1 IN THE IN SECTION 17, TOWNSHIP 30 NORTH, RANGE 20 WEST, P.M.M., FLATHEAD COUNTY, MONTANA.

REPORTS / BUSINESS FROM MAYOR & COUNCIL

CITY MANAGER REPORT

CITY ATTORNEY REPORT

MISCELLANEOUS

- [8.](#) Fire Department October Activity Reports
- [9.](#) Police Department October Activity Report

ADJOURN

Next Scheduled Meetings:

City Council – Regular Meeting, **Monday, November 18, 2024** – 7:00 PM

Planning Board – Thursday, November 14, 2024 at 6:00 PM

10/31/24
15:56:18

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

Page: 1 of 9
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
46556		3238 360 OFFICE SOLUTIONS	614.79						
	14706030	10/21/23 FAC-JANITORIAL SUPPLIES	453.92			1000 411200	224		101000
	14706031	10/22/24 FAC-JANITORIAL SUPPLIES	29.27			1000 411200	224		101000
	14741030	10/28/24 PRKS-GARAGE LINERS	131.60			1000 460400	220		101000
		Total for Vendor:	614.79						
46561		3112 406 CLEANING OF COLUMBIA FALLS	3,400.00						
	458 10/24/24	FAC- OCT JANITORIAL SERVICE	3,400.00			1000 411200	399		101000
		Total for Vendor:	3,400.00						
46584		3285 ADVANCED ANALYTICAL SOLUTIONS,	420.91						
	36609 07/02/24	SWR-LAB COLIFORM,NUTR,SOLIDS	420.91			5310 430600	394		101000
		Total for Vendor:	420.91						
46565		2708 BULLITT COMMUNICATIONS	214.00						
	SETCOM HEADSETS INSTALL IN LADDER TRUCK								
	72355 10/17/24	FD-(2) BATTERIES	214.00			1000 420400	220		101000
		Total for Vendor:	214.00						
46573		3028 CENTURYLINK - BUSINESS SERVICES	377.45						
	708696882 10/16/24	COMP-9/16/24 - 10/15/24	377.43			1000 410580	345		101000
	89094171 10/20/24	LONG DISTANCE	0.02			1000 410580	345		101000
		Total for Vendor:	377.45						
46568		14 CITY OF COLUMBIA FALLS	1,364.65						
	102824 10/28/24	FAC-9/17-10/17/24	140.37			1000 411200	342		101000
	102824 10/28/24	FD-9/17-10/17/24	35.07			1000 420400	342		101000
	102824 10/28/24	PRKS-9/17-10/17/24	944.52			1000 460400	342		101000
	102824 10/28/24	STRS-9/17-10/17/24	97.13			2500 430200	342		101000
	102824 10/28/24	WTR-9/17-10/17/24	51.94			5210 430500	342		101000
	102824 10/28/24	SWR-09/17-10/17/24	95.62			5310 430600	342		101000
		Total for Vendor:	1,364.65						

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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
46581		3026 DAILY INTER LAKE	84.37						
	N0.30740	SURPLUS -2002 FORD F350							
		0000028886 10/13/24 FIN-SURPLUS PROPERTY	84.37			1000 410500	331		101000
		Total for Vendor:	84.37						
46591		3288 DREW SCHLUP	41.72						
	3HP-VK-35-	10/29/24 SWR- REIMB-CDL-SCHLUP	41.72			5310 430600	380		101000
		Total for Vendor:	41.72						
46564		438 FERGUSON WATERWORKS	767.66						
	0906443	10/23/24 WTR-(3) LIDS W/PLUG	143.04			5210 430500	230		101000
	0906355	10/25/24 WTR-1 1/2 DUAL CHECK	624.62			5210 430500	230		101000
		Total for Vendor:	767.66						
46589		3104 FIRST CALL COMPUTER SOLUTIONS,	1,800.00						
	AUGUST 2024								
		100468 11/01/24 IT AGREEMENT FULL SUPPORT	1,800.00			1000 410580	355		101000
		Total for Vendor:	1,800.00						
46582		869 FLATHEAD COMMUNITY HEALTH	200.00						
	102924	10/14/24 SWR-DOT PHYSICAL- SANDSON	100.00			5310 430600	399		101000
	102924	10/14/24 WTR-DOT PHYSICAL - DZIUK	100.00			5210 430500	399		101000
		Total for Vendor:	200.00						
46562		1892 FLATHEAD COUNTY	75.00						
	RUSH ORDER								
	JAQUELINE JOAN SMITH								
	CARL GAGE MORSETTE								
	6394	10/24/24 OWNERSHIP LIST-BOYS & GIRLS	75.00			1000 411000	390		101000
		Total for Vendor:	75.00						
46567		2814 FLATHEAD PEST SOLUTIONS	167.00						
	P18370	10/28/24 FD-RURAL MONTHLY EXT BARRIER	69.00*			1000 420400	399		101000
	P18375	10/28/24 FD-CITY MONTHLY EXT BARRIER	98.00*			1000 420400	399		101000
		Total for Vendor:	167.00						

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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
46555		3198 FRIESEN, MICAH	117.28						
	140340	10/28/24 PD-A/C HEATER BLOWER MOTOR	105.29			1000 420100	232		101000
	497443	10/28/24 PD-1 GAL ANITFREEZE	11.99			1000 420100	220		101000
		Total for Vendor:	117.28						
46587		1455 GRAINGER	310.44						
	9277846342	10/10/24 STR-6" MACHINE VISE	310.44			2500 430200	212		101000
		Total for Vendor:	310.44						
46576		2806 HANSON'S HARDWARE	157.80						
	612811	10/15/24 WTR- AA BATTERIES	19.99			5210 430500	220		101000
	612900	10/23/24 SWR-MISC SCREWS	1.88			5310 430600	240		101000
	612886	10/21/24 WTR-GAS CYLINDER,HEAT TORCH	101.95			5210 430500	220		101000
	612905	10/23/24 WTR-10PC WHEEL	25.99			5210 430500	220		101000
	612587	09/27/24 WTR-ENAMEL PAINT	7.99			5210 430500	220		101000
		Total for Vendor:	157.80						
46580		3116 IBS, INC	212.28						
	854687-1	10/18/24 STR-WHEEL,LUBRI,TIP,PENCIL	212.28			2500 430200	220		101000
		Total for Vendor:	212.28						
46585		3286 INNOVATIVE CONTROLS INC	719.53						
	847810	10/14/24 FD-WTR DISPLAY,TANK SENDER	719.53			1000 420400	232		101000
		Total for Vendor:	719.53						
46586		3229 INTERPRETERS UNLIMITED	47.25						
	402799	10/29/24 CRT-INTERPRETERS 09-16-24	47.25			1000 410360	399		101000
		Total for Vendor:	47.25						
46559		1080 LES SCHWAB TIRE CENTER	1,451.04						
	9050059769	10/23/24 SWR-FLAT REPAIR VAC TRK	49.99			5310 430600	361		101000
	9050059819	10/29/24 PD-BRAKE REPAIR 2021 DURAN	449.19			1000 420100	361		101000
	9050005975	10/29/24 SWR- LFT REAR TIRES 2009 T	819.94			5310 430600	361		101000
	9050059869	10/29/24 FD-WINTER CHANGEOVER	131.92			1000 420400	361		101000
		Total for Vendor:	1,451.04						

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Claim/	Check	Vendor #/Name/	Document \$/	Disc \$							Cash
		Invoice #/Inv Date/Description	Line \$		PO #	Fund	Org	Acct	Object	Proj	Account
46577		2488 LYMAN DUST CONTROL SERVICES OF	8,542.50								
		2024-762 10/28/24 STR- DE-ICER MAGNESIUM	8,542.50			2500		430200	221		101000
		Total for Vendor:	8,542.50								
46593		707 MONTANA DEPT. OF REVENUE	11,697.67								
		WWTP IMPROVEMENTS - BIOREACTOR EXPANSION PAY APP #2 & #3									
		PAY APP 2 09/25/24 1% W/HOLDING-PROSPECT CONST	6,312.55			5310		430600	930		101000
		PAY APP 3 10/25/24 1% W/HOLDING-PROSPECT CONST	5,385.12			5310		430600	930		101000
		Total for Vendor:	11,697.67								
46583		3152 MONTANA ELITE LLC	175.00								
		2450 10/18/24 SWR-TROUBLESHOOT/SENSOR CIRCUIT	175.00			5310		430600	360		101000
		Total for Vendor:	175.00								
46578		3133 MONTANA MUNICIPAL INTERLOCAL	1,500.00								
		VICTORIAH PRICE									
		DR1005644 09/30/24 PRK-CLAIM EV2024011607	1,500.00			1000		510330	519		101000
		Total for Vendor:	1,500.00								
46575		2305 MOTOROLA SOLUTIONS, INC.	243.75								
		ANNUAL LIC. IN CAR VIDEO									
		SERVICE FROM 11/11/24 - 11/10/25									
		1411126979 10/14/24 PD-VIDEOMANAGER LICENSE	243.75			1000		420100	355		101000
		Total for Vendor:	243.75								
46566		3231 NORTHERN ROCKIES FIRE	188.00								
		695 10/23/24 FD-GLOVE PROTECT INSERT	89.00			1000		420400	226		101000
		696 10/23/24 FD-(3) PAIR GLOVES	99.00			1000		420400	226		101000
		Total for Vendor:	188.00								
46557		2816 O'REILLY AUTO PARTS	100.83								
		496035 10/16/24 PRKS-OIL/OIL FILTER	80.85			1000		460400	231		101000
		496490 10/20/24 PD-PROTECTANT SHINE	19.98			1000		420100	220		101000
		Total for Vendor:	100.83								

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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
46570		3085 ORTHOPEDIC REHAB INC	400.00						
	102824	10/16/24 PD-PRE SCRIN-CHIEF STEPHENS	200.00			1000 420100	390		101000
	102824	10/16/24 FD- PRE SCRIN- CIERRA	200.00			1000 420400	390		101000
		Total for Vendor:	400.00						
46595		3132 PINNACLE PAVING	4,841.10						
		PREP AND PAVE VARIOUS LOCATIONS WITH IN THE CITY. FENHOLT PARK BATHROOM ASPHALT PATCH.							
	1680	10/30/24 PRKS-FENHOLT ASPHALT PATCH	1,564.80			4010 460400	930		101000
	1680	10/30/24 WTR-WATER DIG PATCHES	3,276.30			5210 430500	360		101000
		Total for Vendor:	4,841.10						
46560		2932 PIONEER CHEMICAL SUPPLY LLC	134.27						
	14142	10/18/24 SWR-FLOAT ROPE	134.27			5310 430600	220		101000
		Total for Vendor:	134.27						
46572		3193 POMP'S TIRE SERVICE INC	896.12						
	2090010240	10/15/24 PRKS-TIRES 2016 DODGE	896.12*			1000 460400	361		101000
		Total for Vendor:	896.12						
46594		3277 PROSPECT CONSTRUCTION INC	1158,069.66						
		WWTP IMPROVEMENTS - BIOREACTOR EXPANSION PAY APP #2 & #3							
		PAY APP 2 09/25/24 SWR-WWTP IMPROVEMENTS #2	631,255.08			5310 430600	930		101000
		PAY APP 2 09/25/24 1% STATE W/HOLDING	-6,312.55			5310 430600	930		101000
		PAY APP 3 10/25/24 SWR-WWTP IMPROVEMENTS #3	538,512.25			5310 430600	930		101000
		PAY APP 3 10/25/24 1% STATE W/HOLDING	-5,385.12			5310 430600	930		101000
		Total for Vendor:	1158,069.66						
46579		3225 RUSTIC MOOSE LLC	1,567.00						
	000786	10/14/24 FD-EMBROIDERY EMS JUMP SUITS	1,567.00			1000 420730	220		101000
		Total for Vendor:	1,567.00						
46569		1042 SANDS SURVEYING, INC.	1,207.50						
	39170	10/22/24 P/Z-ROUTINE SRVS 09/23-10/10	1,207.50			1000 411000	399		101000
		Total for Vendor:	1,207.50						

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CITY OF COLUMBIA FALLS
Claim Approval List
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Claim/	Check	Vendor #/Name/	Document \$/	Disc \$						Cash
		Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object	Proj		Account
46571		2755 SHERWIN-WILLIAMS CO	125.97							
	2132-6	10/23/24 FD-RURAL PAINT	125.97			1000 420400	240			101000
		Total for Vendor:	125.97							
46574		1623 THE UPS STORE #4515	38.01							
	025232	10/19/24 PD-EVIDENCE SHIPPING	12.67			1000 420100	310			101000
	013070	10/24/24 PD-EVIDENCE SHIPPING	12.67			1000 420100	310			101000
	025462	10/29/24 PD-EVIDENCE SHIPPING	12.67			1000 420100	310			101000
		Total for Vendor:	38.01							
46588		3287 UNITED TACTICAL SYSTEMS, LLC	2,150.00							
	0093800-IN	10/29/24 PD-PEPPERBALL PROJECTILES	2,150.00			1000 420100	212			101000
		Total for Vendor:	2,150.00							
46590	E	1218 VERIZON WIRELESS	1,716.37							
	9979768910	10/12/24 ADMIN-9/13/24-10/12/24	45.73			1000 410400	345			101000
	9979768910	10/12/24 FIN-9/13/24-10/12/24	45.73			1000 410500	345			101000
	9979768910	10/12/24 FIRE-9/13/24-10/12/24	140.47			1000 420400	345			101000
	9979768910	10/12/24 FAC-9/13/24-10/12/24	12.45			1000 411200	345			101000
	9979768910	10/12/24 STRS-9/13/24-10/12/24	112.03			2500 430200	345			101000
	9979768910	10/12/24 PD-9/13/24-10/12/24	849.91			1000 420100	345			101000
	9979768910	10/12/24 PRKS-9/13/24-10/12/24	49.79			1000 460400	345			101000
	9979768910	10/12/24 WTR-9/13/24-10/12/24	207.54			5210 430500	345			101000
	9979768910	10/12/24 SWR-9/13/24-10/12/24	107.96			5310 430600	345			101000
	9979768910	10/12/24 CRT-9/13/24-10/12/24	49.79			1000 410360	345			101000
	997976891	10/12/24 FIN- PWD PHONE	31.66			1000 410500	212			101000
	997976891	10/12/24 WTR PWD PHONE	31.66			5210 430500	212			101000
	9979768910	10/12/24 SWR PWD PHONE	31.65			5310 430600	212			101000
		Total for Vendor:	1,716.37							
46558		84 WESTERN BUILDING CENTER	30.83							
	411090974	10/17/24 PRKS-LAG SCREWS	3.36			1000 460400	220			101000
	411089212	10/16/24 SWR-ADAPTER/COUPLING	11.87			5310 430600	240			101000
	411098585	10/22/24 SWR-ASSORTED FASTENERS	2.64			5310 430600	240			101000
	411098561	10/22/24 PRKS-STAR BITS	9.00			1000 460400	220			101000
	411096853	10/21/24 SWR-BOLTS,NUTS,WASHERS	3.96			5310 430600	240			101000
		Total for Vendor:	30.83							
		# of Claims	39	Total:	1206,167.75	# of Vendors	38			

Total Electronic Claims	1,716.37
Total Non-Electronic Claims	1204451.38

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CITY OF COLUMBIA FALLS
Fund Summary for Claims
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Fund/Account	Amount
1000 GENERAL FUND	
101000 CASH/CASH EQUIVALENTS	18,972.81
2500 SPECIAL STREET MAINTENANCE DISTRICT FUND	
101000 CASH/CASH EQUIVALENTS	9,274.38
4010 CAPITAL PROJECTS FUND - Parks	
101000 CASH/CASH EQUIVALENTS	1,564.80
5210 WATER ENTERPRISE FUND	
101000 CASH/CASH EQUIVALENTS	4,591.02
5310 SEWER ENTERPRISE FUND	
101000 CASH/CASH EQUIVALENTS	1,171,764.74
Total:	1,206,167.75

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CITY OF COLUMBIA FALLS
Claim Approval Signature Page
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Council Meeting Date: 11/04/2024

Claims Submitted to Council: \$ 1,206,167.75

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:

Lyman Dust Control Services - \$8,542.50 Street mag deicer. (Fund 2500)
Prospect Construction Inc. - \$1,158,069.66 WWTP project, pay app #2 & #3. (Fund 5310)
Montana Department of Revenue - \$11,697.67 Prospect Construction 1% w/holding. (Fund 5310)

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

10/24/24
12:33:03

CITY OF COLUMBIA FALLS
Payroll Summary For Payrolls from 10/25/24 to 10/25/24

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Total for Payroll Checks

	Employee	Employer	Amount
COMA HOURS (Comp Time Accumulated)	1.50		
COMP HOURS (Comp Time Used)	0.50		14.06
HOL HOURS (Holiday Pay)	291.35		9,364.42
HOLW HOURS (Holiday Worked @ 2.5x)	8.00		330.60
J008 HOURS (PD HOL WK OT)	56.00		2,510.34
OVER HOURS (Overtime)	90.50		4,353.11
PERS HOURS (Personal Time Used)	24.00		1,038.48
REG HOURS (Regular Time)	2,475.27		81,136.00
SFTO HOURS (Shift Sup/FTO - \$1.5/hour)	4.00		6.00
SHFN HOURS (Shift B)	291.00		582.00
SHFQ HOURS (OVT B)	21.00		63.00
SHFU HOURS (Hol wk B)	24.00		120.00
SICK HOURS (Sick Time)	34.00		886.36
VACA HOURS (Vacation Time Used)	171.50		4,984.12
GROSS PAY	105,388.49	0.00	
NET PAY	73,767.75	0.00	
NET PAY (CHECKS)	337.80		
NET PAY (DIRECT DEPOSIT)	73,429.95		
AFLAC-POSTTAX	86.97	0.00	
AFLAC-PRETAX	150.29	0.00	
CITY OF CF ELEC	974.00	0.00	
CITY OF COLUMBI	20.00	0.00	
FIT	8,873.02	0.00	
FLEX ALLEGIANCE	616.00	20.00	
FOP	450.00	0.00	
HEALTHINS/PRE	3,198.60	28,427.40	
MEDICARE	1,465.54	1,465.54	
MT ST FIRE ASSO	113.04	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.	3,793.68	4,355.51	
PERS RETIREE	0.00	125.62	
PERS/FURS	1,209.62	1,623.39	
PERS/POLICE	3,208.86	5,137.72	
SIT	3,136.00	0.00	
SOCIAL SECURITY	3,488.72	3,488.72	
TEAMSTERS DUES	349.50	0.00	
UNEMPL. INSUR.	0.00	467.04	
WORKERS' COMP	0.00	3,523.39	
BECU	636.03	0.00	
CHARLES SCHWAB	1,814.27	0.00	
FIRST INTERSTAT	1,177.49	0.00	
FREEDOM BANK	3,727.42	0.00	
GLACIER BANK KA	7,382.97	0.00	
GLACIER BANK MS	3,171.44	0.00	
GLACIER BANK/CF	19,476.04	0.00	
GLACIER BANK/WF	2,087.97	0.00	

Oct. 25, 2024

Payroll

\$ 185,085.48

Paul Stankard

10/24/24
12:33:03

CITY OF COLUMBIA FALLS
Payroll Summary For Payrolls from 10/25/24 to 10/25/24

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NAVY FEDERAL CR	2,337.72	0.00
PARKSIDE CR U	8,687.23	0.00
REGIONS BANK	2,504.39	0.00
STOCKMAN BANK	1,254.07	0.00
USAA FEDERAL	5,219.88	0.00
USBANK.	238.56	0.00
WELLS FARGO	2,735.29	0.00
WELLS FARGO, TX	2,404.82	0.00
WFISH CR UNION	8,574.36	0.00
FIT/SIT BASE	92,037.44	0.00
MEDICARE BASE	101,071.83	0.00
PERS BASE	91,941.73	0.00
SOC SEC BASE	56,269.76	0.00
UN BASE	103,788.49	0.00
WC BASE	103,100.67	0.00

Total 49,256.56
Total Payroll Expense (Gross Pay + Employer Contributions): 154,645.05

Check Summary

Payroll Checks Prev. Out. \$96,281.24
Payroll Checks Issued \$68,223.79
Payroll Checks Redeemed \$94,746.77
Payroll Checks Outstanding \$69,758.26
Electronic Checks \$116,861.89

Deductions Accrued	Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
Social Security	6,977.44	6,977.44		212260
Medicare	2,931.08	2,931.08		212260
P.E.R.S.	8,149.19	8,149.19		212270
Unempl. Insur.	467.04	932.30	1,399.34	212210
Workers' Comp	3,523.39	6,957.55	10,480.94	212220
FIT	8,873.02	8,873.02		212260
SIT	3,136.00	3,136.00		212260
AFLAC-PRETAX	150.29	300.58		212230
NATIONWIDE/EMP	200.00	200.00		212280
Teamsters dues	349.50	699.00		212310
PERS/Police	8,346.58	8,346.58		212240
TEAMSTERS INIT	0.00			212310
NATIONWIDE/CITY	622.23	622.23		212280
AFLAC-POSTTAX	86.97	173.94		212230
PERS/FURS	2,833.01	2,833.01		212275
MT ST FIRE ASSO	113.04	113.04		212315
HEALTHINS/PRE	31,626.00	65,183.40	-662.30	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	974.00	974.00		212450
PERS RETIREE	125.62	125.62		212270

10/24/24
12:33:03

CITY OF COLUMBIA FALLS
Payroll Summary For Payrolls from 10/25/24 to 10/25/24

Page: 3 of 3
Report ID: P130

MUTUAL OF OMAHA	286.90	286.90	573.80	212400
Total Ded.	80,877.30	41,801.66	111,317.93	11,361.03

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

CITY OF COLUMBIA FALLS

CITY COUNCIL REGULAR MEETING MINUTES

HELD OCTOBER 21, 2024

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

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

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

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Councilor Lovering motioned to approve the agenda, seconded by Councilor Piper 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 Lovering with council voting as follows. Ayes: Piper, Shepard, King, Lovering and Barnhart.

Approval of Claims - October 18, 2024 - \$232,449.83

Approval of Payroll Quarterly Claims- October 9, 2024 - \$29,164.80

Approval of Payroll Claims - October 11, 2024 - \$114,606.25

Approval of Regular Council Meeting Minutes - October 7, 2024

Approval of Grant Agreement - MT DOC Montana Community Reinvestment Program Contract #MT-MCR-PL-25-09 and authorize City Manager to execute.

Records Destruction Document - October 8, 2024

VISITORS/PUBLIC COMMENT (Items not on agenda)

Shirley Folkwein, 285 Shooting Star Lane, is with the Coalition for clean CFAC gave City Clerk Staaland a copy of a letter sent to K.C. Becker from The Confederated Salish and Kootenai Tribe of the Flathead Nation. Ms. Folkwein quoted in the letter "EPA stay any decision making, including issuance of a ROD, due to inadequate Tribal consultation, including inadequate CSKT involvement in site related decisions, and specifically a failure to adequately evaluate the conceptual Preferred Alternative 4 remedy in terms of compliance with Clean Water Act surface water quality criteria and our treaty rights in fishing and fish consumption, both based in the Flathead River and its tributaries."

Ms. Folkwein said the Coalition for a clean CFAC supports and shares the CSKT's concerns with the inadequacy of the EPA's consultation with the CSKT on the proposed CFAC cleanup plan. They ask Columbia Falls Council to give serious consideration to the new findings that they set forth in the letter recently sent to the Governor and other elected officials, which is in the packet she handed out earlier.

Matt Hutcheson, 227 7th St. E. is here to voice his concern about hearing in the council chambers. Mr. Hutcheson said he has a hard time hearing what is being said at council meetings and asked if something could be done about it.

Mr. Hutcheson said on 3rd Ave E. and 7th St. there is a crosswalk and bike path that has not been painted, and a stop sign that has been removed. Mr. Hutcheson said he would like to see the sign replace and the crosswalk painted.

NEW BUSINESS:

Probationary Volunteer Firefighter Cierra Atchley

Fire Chief Weeks said 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; 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 said Weeks.

Councilor Piper motioned to accept Probationary Volunteer Firefighter Cierra Atchley, seconded by Councilor Lovering and the motion carried unanimously.

Surplus 457 - 2001 HME

Fire Chief Weeks said 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 cannot 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 said Weeks.

Staff recommends to surplus 457-2001 HME.

Councilor Lovering motioned to surplus 457-2001 HME, seconded by Councilor King and the motion carried.

Surplus 431 - 1994 Type 1 Structure Engine Made by Central States

Fire Chief Weeks recommends the city sell 431 to the Blankenship Fire Department for \$16,000. Chief Weeks said he 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 city will publish the surplus vehicle in the newspaper upon approval.

Councilor Piper motioned to surplus 431 - 1994 Type 1 Structure Engine Made by Central States, seconded by Councilor King.

Mayor Barnhart asked how much equipment will be taken off 431. Chief Weeks said everything will come off. The motion carried unanimously.

UNFINISHED BUSINESS:

Appointment of Local Government Study Commissioners

Interim City Manager Shrives said 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.

Staff recommends appointment Roger Hopkins, Connie Konopatzke and Susan Nicosia to serve as commissioners on the Local Government Study Commission.

Councilor Lovering motioned to appoint Roger Hopkins, Connie Konopatzke and Susan Nicosia to serve as commissioners on the Local Government Study Commission, seconded by Councilor Piper and the motion carried unanimously.

Award Grit Classifier Bid to WTP Equipment Corporation - \$81,950.

City Manager said 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. The City put out a bid request for just the equipment.

The City received 3 bids for the Grit classifier equipment. Two bids met the requirements; the first qualifying bid was from Envirodyne Systems Inc. at \$379,880. And the second qualifying bid was from WTP Equipment Corp. at \$81,950.

Staff recommends moving forward with low bidder WTP Equipment Corp. for \$81,950.

Mayor Barnhart asked if staff had a chance to discuss the price difference with the two qualifying bidders. City Manager Shrives said staff went through the bids and checked everything on the specs. and asked for the shop drawings to make sure everything was correct.

Councilor Piper motioned to award the Grit Classifier Bid to WTP Equipment Corporation - \$81,950, seconded by Councilor Lovering, with council voting as follows. Ayes: King, Lovering, Piper, Shepard and Barnhart.

Knife River Sidewalk and Parking Project Change Order #2 - Decrease \$15,309.13

City Manager Shrives said with this Change Order decrease the city will be able to close the grant out.

Councilor King motioned to approve Knife River Sidewalk and Parking Project Change Order #2 - Decrease \$15,309.13, seconded by Councilor Lovering with council voting as follows. Ayes: Lovering, Piper, Shepard, King and Barnhart.

REPORTS / BUSINESS FROM MAYOR & COUNCIL

Councilor Shepard said he hoping to be at the next meeting on November 4, 2024.

Councilor Lovering inquired about the second gate at the pickleball court.

Lovering would like the city to have a look at Mr. Hutchinson's request on the crosswalk and stop sign on 7th St. E. City Manager Shrives said he will have the street department have a look at it.

Councilor Piper said he would like to see the curb painted yellow near Posh Nails.

Piper said he would like the Public Works Department have a look at the pipe sticking out of the ground on the side of City Hall.

Mayor Barnhart asked why they were digging the street up on Nucleus. Chief Weeks said they were disconnecting service for repair.

CITY MANAGER REPORT

Service Line Repair Program

City Manager Strives said the since the program started, there are 172 customers, 20 claims serviced and an average claim cost of \$3,231. Councilor Lovering said everyone should get this service; it is inexpensive and was a great savings to her.

Flathead County has completed the weed spraying in Columbia Falls. The city also addressed the weed issue near the NAPA store.

City Manager Shrives said the sign near the river at Rivers Edge Park is being addressed.

There is a kickoff meeting for the RAISE Grant on Wednesday to start the process.

CITY ATTORNEY REPORT

City Attorney Breck said there was a request by an owner of a unit at 5th Street homes, who had purchased the home in a foreclosure by Habitat for Humanity. Last year there was a request to change the covenants to allow for long and short term rentals. At that time the city said no, as the homes were built with volunteer hours and donations were made based on the idea that they would be owner occupied. The request was recently made again and the city sent a letter to the home owner explaining our stance to not allow a change to the covenants allowing for long or short term rentals.

MISCELLANEOUS REPORT

Fire Chief Weeks said the Fire Department has been very busy.

Police Chief Stephens said they are working towards filling a Police Officer vacancy and it is expected to be filled soon.

MISCELLANEOUS

Correspondence

ADJOURN

Councilor Lovering motioned to adjourn at 7:33 p.m., seconded by Councilor King

Mayor

City Clerk

**Standard Agreement
State Highway Traffic Safety Section**

This Agreement is made and entered into by and between the MONTANA DEPARTMENT OF TRANSPORTATION, 2701 Prospect Avenue, PO Box 201001, Helena, Montana, Congressional District 2, hereinafter called the "Department" and **City of Columbia Falls, 130 6th Street West, Columbia Falls, Montana, 59912**, hereinafter called the "Subrecipient".

Funds provided are described in the Assistance Listing number(s) **20.600, 20.608 awarded** by the United States Department of Transportation, National Highway Traffic Safety Administration (NHTSA), as authorized **by 23 U.S.C; 402, State and Community Highway Safety Programs, 164, Minimum Penalties for Repeat Offenders for Driving While Intoxicated. Actual award is contingent upon the availability of NHTSA funding.** MDT received this funding through Federal Award Identification Number(s) (FAIN) **69A37522500004020MTO, 69A37522500001640MTA** awarded throughout the federal fiscal year 2025. For Federal Fiscal Year 2025 (October 1, 2024 – September 30, 2025) the estimated total of this/these Federal Award(s) is **\$2,886,991, \$8,000,000 respectively.**

ARTICLE 1. PROJECT

Section 1.1 **Purpose of Contract.** This project provides assistance for the Sub-recipient's highway traffic safety program, as per 23 CFR; **402, 164a.**

Section 1.2 **Scope of the Project.** The Sub-recipient shall implement and utilize project funding as described in the FFY2025 Grant Application for Highway Traffic Safety Funding and provided in the objectives from Sub-recipient's application. The Sub-recipient shall use its best efforts to efficiently and economically complete the Project.

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

Section 1.4 **Period of Performance.** This project shall be started by the Sub-recipient within 10 days of **execution of the contract**, and shall be completed no later than **September 30, 2025**, unless the Department grants express written approval.

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

Section 1.6 **Indirect Costs.** Indirect costs (IDC) must comply with 2 CFR Part 200.414 and Sub-part F– Appendices III-VIII and be approved by the Sub-recipient's federal cognizant agency. Sub-recipient shall submit a copy of the IDC approval letter to the Department for approval prior to execution of the Agreement. If approval is not received prior to execution of the Agreement, the Department will not make reimbursement payments until the IDC approval has been received and approved by the Department.

If the Montana Department of Transportation is the Sub-recipient's primary source of federal funds, the Sub-recipient shall submit a copy of its indirect cost plan to MDT for review and approval.

If the Sub-recipient does not have a negotiated indirect cost rate, a de minimis rate of 15% may be used. If there is a change in the indirect cost rate, Subrecipient must notify the Department to request a budget modification and the Department will determine whether an IDC rate adjustment is allowable.

Section 1.7 **Definitions.** (a) "Major item of apparatus or equipment" means an item with a useful life of more than one year and costing \$10,000.00 or more per unit.

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

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

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

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

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

Section 1.10 **Reporting/Close-out/Reimbursement Requests.** Sub-recipient shall advise the State in writing of project progress at such times and in such manner as the State may require, see Attachment D, Reporting Schedule.

Reports are due 30 days following the end of the reporting period. The final report shall serve as close-out for contractors. Equipment contracts require annual reports throughout the useful life of the equipment. Reimbursement requests will not be considered unless accompanied by or referring to a submitted progress report.

Section 1.11 **Mandatory Disclosures**. The Sub-recipient must disclose, in a timely manner, in writing to the Department all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in any of the remedies described in 2 CFR §200.338, including suspension or debarment, in accordance with 2 CFR §200.113.

Section 1.12 **Internal Controls**. The Sub-recipient must establish and maintain effective internal controls over the award that provide reasonable assurance to the Department that the Sub-recipient is managing the award in compliance with Federal statutes, regulations, and terms and conditions of the Federal award, in accordance with 2 CFR §200.303.

Section 1.13 **Single Audit**. The Sub-recipient may be subject to the audit requirements of 2 CFR 200 Subpart F if the audit threshold in 2 CFR 200.501 of \$1,000,000 is met. An audit must be conducted in compliance with 2 CFR 200 Subpart F if required. The audit must be completed, and the data collection form and reporting package submitted to the Federal Audit Clearinghouse within the earlier of 30 calendar days after the receipt of the auditor's report(s) or nine months after the end of the audit period. For local governments and school districts, the Sub-recipient will provide the report to the State of Montana, Department of Administration, Local Government Services Bureau. All other Sub-recipients such as Tribal Communities and Non-Profit Organizations will provide the report to the State of Montana, Department of Transportation, Audit Services if audit findings are discovered.

If a subrecipient fails to submit a single audit within the required timelines, MDT will not reimburse the subrecipient for grant expenditures. Subrecipient should cease project activity unless subrecipient can incur the expense without reimbursement. In addition, MDT will be unable to enter into future agreements with subrecipient until compliance with this section is completed including any corrective action required is taken.

Section 1.14 **Sub-Recipient Monitoring**. The Sub-recipient agrees MDT may subject the Sub-recipient to additional sub-recipient monitoring by the MDT State Highway Traffic Safety Program, at MDT's discretion, if the Sub-recipient acts or fails to act in any way that increases the risk of sub-recipient's inability to comply with the Agreement and/or federal and state grant requirements.

ARTICLE 2. TERMS AND CONDITIONS

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

Section 2.2 **Termination**. This agreement may be terminated at any time based upon mutual written consent of the parties. The Department may terminate this Agreement with or without notice by giving the Sub-recipient ten (10) business days written notice. If the agreement is so terminated prior to the end of the Period of Performance, MDT will only reimburse the Sub-recipient for actual expenses, both direct and indirect, incurred to the date of termination.

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

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

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

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

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

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

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

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

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

ARTICLE 3. FEDERAL REQUIREMENTS

The Sub-recipient understands that this agreement includes requirements specifically prescribed by Federal law or regulation. The Sub-recipient acknowledges they have read, understood, and agree to comply with the NHTSA federal fiscal year 2025 Certifications and Assurances and all Highway Safety Grant (23 U.S.C, Chapter 4) requirements including applicable federal statutes and regulations that are in effect during the grant period. The Sub-recipient also agrees to comply with any additional requirements the Department imposes on the Sub-recipient to ensure the federal award is used in accordance with federal statutes, regulations and the terms and conditions of the federal award.

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

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **49 CFR part 21** (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- **28 CFR section 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601)**, (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973, (23 U.S.C. 324 *et seq.*), and Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 *et seq.*), as amended**, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987, (Pub. L. 100-209)**, (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189)** (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- **Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government** (advancing equity across the Federal government); and
- **Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation** (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations", respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Sub-recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

Specific Assurances

More specifically, and without limiting the above General Assurances, the Sub-recipient agrees with and gives the following Assurances:

1. The Sub-recipient agrees that each “activity,” “facility,” or “program,” as defined in [§ 21.23\(b\)](#) and [\(e\)](#) of [49 CFR part 21](#) will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Sub-recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, [42 U.S.C 2000d](#) to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Sub-recipient will insert the clauses of appendix A and E of this USDOT Order 1050.2A in every contract or agreement subject to the Acts and the Regulations.

4. The Sub-recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Sub-recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Sub-recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Sub-recipient will include the clauses set forth in appendix C and appendix D of USDOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Sub-recipient with other parties:

a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Sub-recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal

property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Sub-recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. the period during which the Recipient retains ownership or possession of the property.

9. The Sub-recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Sub-recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

The Sub-recipient agrees to comply and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. The Sub-recipient must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. The Sub-recipient must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. The Sub-recipient must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Sub-recipient acknowledges that the above General and Specific Assurances are binding on the State highway safety agency, the Sub-recipient, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program.

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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

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

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

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

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

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

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

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

(2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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

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

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

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

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

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

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

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

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

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

3.7 Certification of Conflict of Interest.

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

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

Project Directors and Points of Contact

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

Department:

Project Director:

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

Point of Contact:

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

Sub-recipient:

Project Director:

1. Name Chad Stephens
2. Title Chief of Police
3. Address 130 6th Street West
Columbia Falls, Montana 59912
4. Phone (406) 892-3226
5. Email cstephens@colfallsmt.com

Point of Contact:

1. Name Chad Stephens
2. Title Chief of Police
3. Address 130 6th Street West
Columbia Falls, Montana 59912
4. Phone (406) 892-3226
5. Email cstephens@colfallsmt.com

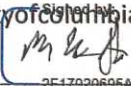
Fiscal contact:

1. Name Shawn Bates
2. Title Finance Director
3. Address 130 6th Street West
Columbia Falls, Montana 59912
4. Phone (406) 892-4327
5. Email batess@cityofcolumbiafalls.com

Agreement and Authorization to Proceed

The Sub-recipient warrants it has the lawful authority to enter into this Agreement on behalf of the Sub-recipient, and that it has taken all actions and complied with all requirements necessary to execute the authority lawfully in entering into this Agreement, and that the undersigned signatory for Sub-recipient has been lawfully delegated authority to sign this Agreement on behalf of the Sub-recipient.

Authorizing Official of the Sub-recipient

1. Name Mark Shrives
2. Title Interim City Manager
3. Address 130 6th Street West
Columbia Falls, Montana 59912
4. Phone (406) 892-4384
5. Email citymanager@cityofcolumbiafalls.com
6. Signature 

10/10/2024

Date

Delegation of Managing authority

To Project Director:

1. Name Chad Stephens
2. Title Chief of Police
3. Address 130 6th Street West
Columbia Falls, Montana 59912
4. Phone (406) 892-3226
5. Email cstephens@colfallsmt.gov
6. Signature 

10/10/2024

Date

Montana Department of Transportation Approval

1. Name/Title Rob Stapley, Rail, Transit, Planning Division Administrator
2. Address Montana Department of Transportation
PO Box 201001, Helena, Montana 59620-1001
3. Phone (406) 444-3445
4. Email rostapley@mt.gov
5. Signature 

10/14/2024

Date

Attachment A

Rev. 01/2022

MDT NONDISCRIMINATION AND DISABILITY ACCOMMODATION NOTICE

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

Federal protected classes

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

State protected classes

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

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

- (1) **Compliance with Regulations:** The PARTY (hereinafter includes consultant) will comply with all Acts and Regulations of the United States and the State of Montana relative to Non-Discrimination in Federally and State-assisted programs of the U.S. Department of Transportation and the State of Montana, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- (2) **Non-discrimination:**
 - a. The PARTY, with regard to the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract/agreement.
 - b. The PARTY will provide notice to its employees and the members of the public that it serves that will include the following:
 - i. A statement that the PARTY does not discriminate on the grounds of any protected classes.
 - ii. A statement that the PARTY will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).
 - iii. Contact information for the PARTY's representative tasked with handling non-discrimination complaints and providing reasonable accommodations under the ADA.
 - iv. Information on how to request information in alternative accessible formats.

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

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

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

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

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

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

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

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

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

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

Federal

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

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

State

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

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

Attachment B – Objectives

Scope of Work

I. Purpose

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

II. Objectives

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

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

III. Use of STEP Funds

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

IV. Responsibilities

Conduct High Visibility Traffic Enforcement (HVE)

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

Attachment B – Objectives (cont'd)

V. Implementation Plan & Deliverables

Action Item
1. Use full time law enforcement officers for STEP patrols
2. Collaborate with nearby law enforcement agencies to schedule HVE STEP shifts within the identified targeted enforcement corridors (if applicable). Scheduling should take the following into consideration: - Time of day (when DUI is most likely to occur) - Special events - Local high-risk corridors (based on local data)
3. Contact local media outlets such as newspapers, radio stations, and television stations in advance of, during, and/or after scheduled STEP patrols
4. Participate in the three national mobilizations: - Winter Holiday Season - Memorial Day Mobilization - Labor Day Mobilization
5. Participate in two state/local high-risk timeframes of your choice such as the 4 th of July holiday weekend and a rodeo, county fair, etc.
6. Collaborate with MHP's Safety Enforcement Traffic Team (SETT) as necessary.
7. Collaborate with MHP on investigating over-service as it relates to DUI arrests and crashes
8. Submit a tentative plan for STEP patrols by October 31.

Earned Media

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

Public Information & Education Support

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

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

Attachment C – Budget

A. Personnel Services

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

Personnel Services Narrative

Officers work 8 and 10 hour "STEP" shifts, targeting holidays, summer traffic and high traffic/high risk days. Officers also participate in driver's education training and health education, work with teachers to step up education in spring months when students begin holding keggers or parties, and coordinate education and activities with Flathead CARE (safe prom, New Year's, graduation). Officers are paid at an overtime rate to work these special shifts as determined according to each officer's placement on the salary schedule. These shifts are in addition to a regularly scheduled shift. Fringe benefits include only the direct payroll cost of paying for the shifts worked: medicare, unemployment and workers' compensation. Officers work as many shifts as funding and staffing allow.
--

B. Contracted Services

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

Contracted Services Narrative

--

Attachment C – Budget (cont'd)**C. Operating Expenses**

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

Operating Expenses Narrative

--

D. Travel

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

Travel Narrative

--

E. Equipment

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

Attachment C – Budget (cont'd)

Equipment Narrative

--

F. Indirect Costs

Description	Proposed MDT-SHTSS Funding
	\$0.00

Indirect Costs Narrative

--

Total Project Budget

Combined Totals For All Columns

Total Proposed MDT-SHTSS Funding \$16,000.00

Total Matching Funds \$0.00

Combined Total \$16,000.00

Percentages

SHTSS Share of Project 100.0%

Match Percent 0%

Attachment D – Reporting Schedule

Reporting and invoicing schedule

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

Report required	Due
Plan. Sustained enforcement and mobilization plans (must be submitted via email to sharris@mt.gov)	October 30, 2024
Period 1 Report. October 01 – January 31. Includes Winter Holiday Mobilization – one invoice, two reports	February 28, 2025
Period 2 Report. February 01 – May 31. Includes Memorial Day Mobilization – one invoice, two reports	June 30, 2025
Period 3 Report. June 01 – September 30. Includes Labor Day Mobilization – one invoice, two reports	October 31, 2025

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



COLUMBIA FALLS MONTANA

City Council Agenda Item Summary

Title: Task Order #3 for the Professional Services Contract between Susan M. Nicosia CPA, LLC and the City of Columbia Falls.

Date: November 4, 2024

Staff Contact: Mark Shrives

AGENDA ITEM SUMMARY: This Task Order will add additional time and funds to the original agreement

BACKGROUND: The original contract with Susan was a was lump sum – \$4,000 for budget (paid) and \$1,000 per month for grant administration July – Dec (with ability to amend/extend if necessary). It is anticipated that it will require 120 hours on closing/AFR – maybe a bit more due to tax/assessment receivable issues. None of the closing entries or capital outlay entries have been made.

Once a new City Finance Director is in place, it is estimated that Susan will work with that individual for approximately 20 hours per week for training and internal auditing.

ANALYSIS: This increase to the contract was not specifically budgeted for, but the city budgeted for finance director and accountant full-time for the entire fiscal year. The contract with Susan will be overdrawn, but there are savings in the personnel line items since we haven't expended funds for the Finance Director since Shawn was promoted to Public Works director and the accountant position remains unfilled.

FINANCIAL CONSIDERATIONS:

The estimated cost for this task order is:

Grant Administration - \$6,000 (July 2024 – December 2024).

Closing/AFR - \$7,800 (120 hours x \$65.00 per hour)

Training and Internal Audit - \$13,000 (\$1,300 per week x 10 weeks). This is an estimate only. The training may not take 10 weeks, or it could take more time. Funding is available though from the previously discussed sources.

Total Estimated Increase to Professional Services Agreement - \$33,800

STAFF RECOMMENDATION: Recommend approval of Task Order Number 3

SUGGESTED MOTION: I move to approve Task Order #3 to the Professional Services Contract between Susan M. Nicosia CPA, LLC and the City of Columbia Falls

ATTACHMENTS: Task Order #3

TASK ORDER #3

Pursuant to the Professional Services Contract executed July 16, 2024, between Susan M. Nicosia, CPA, LLC (Service Provider) and City of Columbia Falls (Client), the two parties mutually agree to add Task Order #3 as follows:

1. Preparation of June 30, 2024, fiscal year end closing and reconciling entries on the general ledger including subsidiary ledgers and workpapers.
2. Preparation, completion, and submission of the Comprehensive Annual Financial Report for fiscal year ended June 30, 2024, before the statutory deadline of December 31, 2024.
3. Internal auditing/reconciling of general ledger and subsidiary entries for the period beginning July 1, 2024, as needed by the Client.
4. Training and assistance to new and existing finance/administrative staff on the accounting, reporting, and internal control functions of the city including, but not limited to, accounting, utility billing, business registration, resort tax collections, special assessments/property tax reporting, cash receipting, and claims processing.

The Client shall pay the Service Provider at the rate of \$65.00/hour for the services provided pursuant to Task Order #3. The Service Provider shall provide a detailed description of the services provided with each invoice.

Client's Signature: _____

Date: _____

Interim City Manager

Service Provider's Signature: _____

Date: _____

Susan M. Nicosia



City of Columbia Falls
130 6th Street West
Columbia Falls, MT 59912
Phone: (406) 892-4391

Item No.6.

Proclamation Small Business Saturday

Whereas, the government of Columbia Falls, Montana, celebrates our local small businesses and the contributions they make to our local economy and community; and

Whereas, according to the United States Small Business Administration, there are 34.7 million small businesses in the United States, small businesses represent 99.7% of firms with paid employees, small businesses are responsible for 61.1% of net new jobs created since 1995, and small businesses employ 45.9% of the employees in the private sector in the United States, and

Whereas, 68 cents of every dollar spent at a small business in the U.S. stays in the local community and every dollar spent at small businesses creates an additional 48 cents in local business activity as a result of employees and local businesses purchasing local goods and services; and

Whereas, 59% of U.S. consumers aware of Small Business Saturday shopped or ate at a small, independently owned retailer or restaurant on Small Business Saturday 2023; and

Whereas, Columbia Falls, Montana, supports our local businesses that create jobs, boost our local economy, and preserve our communities; and

Whereas, advocacy groups, as well as public and private organizations, across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

Now, Therefore, I, Donald Barnhart, Mayor of the City of Columbia Falls, Montana, do hereby proclaim, November 30, 2024, as

SMALL BUSINESS SATURDAY

And urge the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and Shop Small throughout the year.

Mayor Barnhart

Date

Return to:
City of Columbia Falls
130 6th Street West
Columbia Falls, MT 59912

RESOLUTION NO. 1934

A RESOLUTION OF THE CITY COUNCIL OF COLUMBIA FALLS, MONTANA APPROVING THE FINAL PLAT OF RIVERBEND AGAIN SUBDIVISION A TWO LOT RESIDENTIAL MINOR SUBDIVISION LOCATED AT 67 HIDDEN CEDAR LOOP AND 544 EVENING STAR LANE, FURTHER DESCRIBED AS LOT 20A, OF THE AMENDED SUBDIVISION PLAT OF LOTS 20, 21, 30 & 31 OF RIVERBEND ESTATES PHASE 1 IN THE IN SECTION 17, TOWNSHIP 30 NORTH, RANGE 20 WEST, P.M.M., FLATHEAD COUNTY, MONTANA.

WHEREAS, Baldelli Properties, LLC, owner/applicant of the subject property, have applied for final approval of a two-lot residential subdivision known as Riverbend Again Subdivision located at 67 Hidden Cedar Loop and 544 Evening Star Lane, further described as Lot 20A, of the Amended Subdivision Plat of Lots 20, 21, 30 & 31, of Riverbend Estates Phase 1 in Section 17, Township 30 North, Range 20 West, P.M.M., Flathead County, Montana;

WHEREAS, the conditions of said subdivision plat were considered and found to be satisfied and the final plat was approved by the City Council of the City of Columbia Falls at the regular council meeting on Monday, November 4th, 2024.

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

Section One. Findings of Fact. That the findings of fact set forth in the Final Plat Report, CFP-24-02, prepared by the City of Columbia Falls Planning Department dated October 24, 2024, are adopted, and the plat of Riverbend Again Subdivision is approved and is a two-lot residential subdivision of the Planning & Zoning Jurisdiction of the City of Columbia Falls, Flathead County, Montana.

Section Two. Effective Date. This Resolution shall be effective immediately upon its passage and approval by the City Council.

PASSED AND ADOPTED BY THE CITY COUNCIL OF COLUMBIA FALLS, MONTANA THIS 4th DAY OF NOVEMBER, 2024, THE COUNCIL VOTING AS FOLLOWS:

AYES:

NOES:

ABSENT:

City Clerk

APPROVED BY THE MAYOR OF COLUMBIA FALLS, MONTANA THIS 4th DAY OF NOVEMBER 2024.

Mayor

ATTEST:

City Clerk

CITY OF COLUMBIA FALLS PLANNING DEPARTMENT

FINAL PLAT REPORT

For: Riverbend Again Subdivision
 Report No.: CFP-24-02
 Date: October 24, 2024
 Prepared By: Eric H. Mulcahy, AICP – City Planner

Recommendation: Grant Final Plat approval to Riverbend Again Subdivision

Site History:

City staff granted administrative approval for the preliminary plat of Riverbend Again Subdivision on January 18, 2024 subject to four conditions. The preliminary plat met all provisions required by Chapter 17.12.070 of the Columbia Falls Subdivision regulations for administrative approval and as stated below.

- Ø The plat contains five or fewer lots;
- Ø There is no public dedication of streets or public or private park land;
- Ø All lots have suitable access conforming to these standards;
- Ø Each lot has a suitable building site and there are no environmental hazards apparent or reported;
- Ø Each lot possesses an approved access to an approved potable water and sewer sanitation system;
- Ø The subdivision complies with these regulations and current zoning regulations;
- Ø No significant effects are anticipated on agriculture and agricultural water user facilities, local services, the natural environment, wildlife and wildlife habitat and the public health and safety.
- Ø

In addition to the above, the two lots were originally approved with the final plat of Riverbend Subdivision in 2008. Lots 20 and 21 were aggregated by the aggregation survey filed in 2019. This subdivision reverses the aggregation.

Submittals:

Please find included with this report the following documents:

- Ü Final Plat Application and Fees.
- Ü Cover Letter – RDG (10/16/24)
- Ü The prescribed quantity of plat drawings.
- Ü MFE Approval (4/5/24)
- Ü MDEQ Approval EQ #25-1410 (10/15/24)
- Ü Title report Fidelity National Title, dated 10/9/2024, Guarantee #FT1585-240141
- Ü Tax Certification

Significance of Finding:

In accordance with CFMO 17.12.110 C.4., the Planning Director has determined that the proposed Final Plat conforms to the Preliminary Plat and the Conditions of Preliminary Plat Approval.

Compliance with Preliminary Plat Conditions:

1. The final plat of Riverbend Again Subdivision shall substantially comply with the preliminary plat received January, 2024 by the City of Columbia Falls.

This condition is met. The Final Plat conforms with the preliminary plat.

2. The sewer, stormwater, and water facilities shall be reviewed and approved by the City of Columbia Falls Public Works Department and the Montana Department of Environmental Quality unless this approval can be exempted as previously approved.

This condition is met. The Applicants received MFE approval from the City of Columbia Falls on 4/5/24 signed by the City Engineering consultant. The applicants received the MDEQ approval on 10/15/24 with EQ#25-1410.

3. The following notes shall be place on the face of the Final Plat stating:
 - a. All buildings shall have address numbers visible from the public street.
 - b. Due to high groundwater in the designated area(s), basements may require costly construction techniques to mitigate ground water inundation.
 - c. Due to buried debris in the designated area(s), structures erected within the area will require a geotechnical assessment by a licensed engineer and a favorable report designating mitigating measures that will be completed prior to issuance of a building permit and building construction.

The following notes appear on the face of the final plat.

4. The preliminary plat shall expire three (3) years from the date of this letter unless the applicant requests an extension at least 45 days prior to the expiration.

This condition is met. The preliminary plat expires on January 18, 2027



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

Planning Department

PHONE (406) 892-4391

FAX (406) 892-4413

Item No.7.

FINAL PLAT APPLICATION

FILING FEE ATTACHED \$ _____ SEE FEE SHEET

Project/Subdivision Name: Riverbend Again Subdivision

Contact Person:

Name: Josh Lenderman
Address: 236 Wisconsin Ave.
Whitefish, MT
Phone No.: 406-862-5364

Owner & Mailing Address:

Baldelli Properties LLC
PO Box 130166
Coram, MT 59913

Date of Preliminary Plat Approval: 2024-01-18

Type of Subdivision: Residential ☒ Industrial _____ Commercial _____ PUD _____ Other _____

Total Number of Lots in Subdivision 2

Land in Project (acres) 0.36 acre

Parkland (acres) n/a Cash-in-Lieu \$ n/a Exempt n/a

No. of Lots by Type: _____

Single Family 2 Townhouse _____ Mobile Home Park _____

Duplex _____ Apartment _____ Recreational Vehicle Park _____

Commercial _____ Industrial _____ Planned Unit Development _____

Condominium _____ Multi-Family _____ Other _____

Legal Description of the Property Lot 20a of the Amended Subdivision Plat of Lots 20, 21, 30 & 31 of Riverbend Estates Phase 1

Attached Not Applicable **(MUST CHECK ONE)**

x	_____	Health Department Certification (Original)
x	_____	Title Report (Original, not more than 90 days old)
x	_____	Tax Certification (Property taxes must be paid)
	x	Consent(s) to Plat (Originals and notarized)
	x	Subdivision Improvements Agreement (Attach collateral)
	x	Parkland Cash-in-Lieu (Check attached)
	x	Maintenance Agreement
x	_____	Plats: 1 opaque OR 2 mylars
		1 mylar copy 1 signed blueline
		4 bluelines 4 bluelines, unsigned
		11X17 Copy 11X17 Copy

****The plat must be signed by all owners of record, the surveyor and the examining land surveyor.**

Attach a letter, which lists each condition of preliminary plat approval, and individually state how each condition has specifically been met. In cases where documentation is required, such as an engineer's certification, State Department of Health certification, etc., original letters shall be submitted. Blanket statements stating, for example, "all improvements are in place" are not acceptable.

A complete final plat application must be submitted no less than **60 days** prior to expiration date of the preliminary plat.

When all application materials are submitted to the Columbia Falls Planning Office, and the staff finds the application is complete, the staff will submit a report to the governing body. The governing body must act within 30 days of receipt of the revised preliminary plat application and staff report. Incomplete submittals will not be accepted and will not be forwarded to the governing body for approval. Changes to the approved preliminary plat may necessitate reconsideration by the planning board.

I certify that all information submitted is true, accurate and complete. I understand that incomplete information will not be accepted and that false information will delay the application and may invalidate any approval. The signing of this application signifies approval for Columbia Falls Planning staff to be present on the property for routine monitoring and inspection during the approval and development process.

****NOTE: Please be advised that the County Clerk & Recorder requests that all subdivision final plat applications be accompanied with a digital copy.**

Jeffrey Baldelli
Owner(s) Signature

10/16/24
Date

****A digital copy of the final plat in a Drawing Interchange File (DXF) format or an AutoCAD file format, consisting of the following layers:**

1. Exterior boundary of subdivision
2. Lot or park boundaries
3. Easements
4. Roads or rights-of-way
5. A tie to either an existing subdivision corner or a corner of the public land survey system

Issued By:

**Fidelity National Title**
Insurance Company

Guarantee/Certificate Number:

**FT1585-240141
Amendment 1****FIDELITY NATIONAL TITLE INSURANCE COMPANY**
a corporation, herein called the Company**GUARANTEES**

Baldelli Properties LLC, a Montana limited liability company, its successors and/or assigns as their respective interests may appear.

herein called the Assured, against actual loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth in Schedule A.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Fidelity National Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Fidelity National Title Company of Montana, LLC
150 1st Avenue WN, Suite B
Kalispell, MT 59901

Countersigned By:

Karla Kemm
Authorized Officer or Agent

GUARANTEE/CERTIFICATE
FT1585-240141 Amendment 1
FIDELITY NATIONAL TITLE INSURANCE COMPANY
ISSUING OFFICE:

Title Officer: Karla Kemm (LC)
 Fidelity National Title Company of Montana, LLC
 150 1st Avenue WN, Suite B
 Kalispell, MT 59901
 Main Phone: (406)755-7004
 Email: Karla.Kemm@fnf.com

SCHEDULE A

Liability	Premium	Tax
\$10,000.00	\$150.00	\$0.00

Effective Date: October 9, 2024 at 08:00 AM

The assurances referred to on the face page are:

That, according to those public records which, under the recording laws, impart constructive notice of matter relative to the following described property:

That portion of Government Lot 3 of Section 17, Township 30 North, Range 20 West, P.M.M., Flathead County, Montana, described as follows:

Lot 20A of the Amended Subdivision Plat of Lots 20, 21, 30 & 31 of Riverbend Estates Phase 1, according to the map or plat thereof on file and of record in the office of the Clerk & Recorder of Flathead County, Montana.

The above described tract of land is to be known and designated as: Riverbend Again Subdivision

Title to said real property is vested in:

Baldelli Properties LLC, a Montana limited liability company

subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

END OF SCHEDULE A

SCHEDULE B

- A. Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession of the Land.
- B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown in the Public Records.
- C. Easements, claims of easements, or encumbrances which are not shown by the Public Records.
- D. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- E. (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters accepted under (a), (b), (c) are shown by the Public Records.
- F. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- G. County road rights-of-way, not recorded and indexed as a conveyance of record in the office of the Clerk and Recorder pursuant to Title 70, Chapter 21 M.C.A., including but not limited to any right of the public to use and occupy those certain roads and trails.
- H. Mineral rights, claims or title to minerals in or under said Land, including but not limited to metals, oil, gas, coal, and other hydrocarbons, sand, gravel, or stone, and geothermal energy rights, and easement or other rights or matters relating thereto, whether express or implied, recorded or unrecorded.
- I. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

Paragraphs A, B, C, D, F and I will not appear as printed exceptions on extended coverage policies, except as to such parts thereof which may be typed as a Special Exception as shown below.

SPECIAL EXCEPTIONS:**1. General Taxes for the year 2023**

1st Half: \$447.60, PAID
2nd Half: \$447.58, PAID
Tax ID No.: [76-0504560](#)

All taxes or assessments approved, levied or enacted by the State, County, Municipality, Township or similar taxing authority, which are not yet due and payable, including but not limited to any retroactive increases in taxes or assessments resulting from any retroactive increase in the valuation of the land by the State, County, Municipality, Township, or other taxing authority.

2. General County Taxes for the year 2024 and subsequent years, which are a lien but not yet due or payable.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

SCHEDULE B
(continued)

3. Any possible additional tax assessments because of construction and/or improvements to the property.
4. Delinquent water and sewer charges of the City of Columbia Falls, if any.
5. Recitals, notes, sanitary restrictions, ordinances, resolutions, easements, dedications and covenants as contained or referred to on Certificate of Survey No. [6446](#), [7636](#), [7759](#), and [12209](#). Reference is hereby made to the survey for more particulars.
6. Easement(s) and rights incidental thereto, as granted in a document:

Granted to: Pacific Power & Light
For: utilities
Recording Date: September 1, 1982
Recording No.: [Book 748, Page 362](#)
7. Terms, provisions and conditions contained in Abandonment of Easements and Grant of Utility Easement
Recording Date: June 13, 1995
Recording No.: [95-164-16310](#)
8. This property lies within the boundaries of Resolution No. 1045 and 1155A for Talbott Neighborhood Plan, recorded April 24, 1996 at [96-115-10250](#) and recorded May 6, 1996 at [96-127-14450](#) and will be subject to any levies and assessments thereof.
9. Easement(s) and rights incidental thereto as set forth in a document:

In favor of: Pacific Power & Light
For: utilities
Recording Date: October 10, 1998
Recording No.: [1998-314-10260](#)
10. This property lies within the boundaries of Resolution No. 1464 for plat approval, recorded November 16, 2006 at [2006-320-08340](#) and will be subject to any levies and assessments thereof.
11. This property lies within the boundaries of Resolution No. 1457 for plat approval, recorded September 12, 2007 at [200700027938](#) and will be subject to any levies and assessments thereof.
12. This property lies within the boundaries of Resolution No. 1496 for street maintenance district, recorded September 6, 2007 at [200700027171](#) and will be subject to any levies and assessments thereof.
13. This property lies within the boundaries of Resolution No. 1517, recorded January 8, 2008 at [200800000579](#) and will be subject to any levies and assessments thereof.
14. Subdivision Improvement Agreement

Recorded: January 8, 2008
Document No: [200800000579](#)
15. Recitals, notes, dedications, easements, certificates and covenants as contained on the plat of [Riverbend Estates Phase I](#). Reference is hereby made to the plat for more particulars.

SCHEDULE B

(continued)

16. State of Montana Department of Environmental Quality Certificate of Subdivision Approval
- Recording Date: January 8, 2008
Recording No.: [200800000580](#)
17. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document
- Recording Date: January 8, 2008
Recording No: [200800000583](#)
- Modification(s) of said covenants, conditions and restrictions
- Recording Date: March 31, 2010
Recording No: [201000007477](#)
- Modification(s) of said covenants, conditions and restrictions
- Recording Date: May 9, 2017
Recording No: [201700009216](#)
18. Conditional Transfer of Good Agreement
- Recording Date: January 8, 2008
Recording No.: [200800000584](#)
19. Resolution No. 1778
- Recording Date: August 30, 2018
Recording No.: [201800020725](#)
20. Recitals, notes, dedications, easements, certificates and covenants as contained on the plat of [Amended Subdivision Plat of Lots 20, 21, 30 & 31 of Riverbend Estates Phase 1](#). Reference is hereby made to the plat for more particulars.
21. Recitals, notes, dedications, easements, certificates and covenants as contained on the [proposed plat of Riverbend Again Subdivision](#). Reference is hereby made to the plat for more particulars.
22. Survey, when recorded, must be in compliance with the provisions of the Montana Subdivision and Platting Act, 1973 (Sections 76-3-101 MCA through 76-3-614 MCA) and the regulations adopted pursuant thereto.
23. The land described in the commitment/policy shall not be deemed to include any home trailer or mobile home located on the property.
24. Exceptions and reservations contained in Patents of record.

END OF SCHEDULE B

SCHEDULE B
(continued)



Plat Room
Flathead County, Montana
800 S. Main St.
Kalispell, MT 59901
(406) 758-5510

This Form is for Subdivisions Only

BY : Flathead Geomatics

FOR : Baldelli Properties LLC

DATE : 2/5/2024

DESCP : Riverbend Again Sub
17-30-20

PURPOSE : Subdivision

YEARS

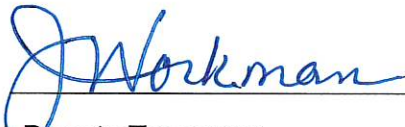
ASSESSOR #

2021 thru 2023

0504560

I hereby certify that there are no outstanding taxes on the property assigned the assessor numbers listed above, for the years indicated for each assessor number.

OCT 18 2024


Deputy Treasurer



Columbia Falls Fire Department Incident Breakdown

Item No.8.

2024	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	2024
Dispatches	44	17	25	26	28	42	59	31	36	50			358	Dispatches
ALS Medical Total	2	0	0	0	0	0	1	3	1	1			8	ALS Medical Total
BLS Medical Total	12	5	9	6	11	7	26	9	13	20			118	BLS Medical Total
Medical CPR	2	0	0	0	0	0	1	0	0	0			3	Medical CPR
Medical ALS	0	0	0	0	0	0	1	3	1	1			6	Medical ALS
Medical BLS	1	0	0	2	0	0	4	3	2	8			20	Medical BLS
Medical Lift Assist	6	1	6	4	11	4	8	3	3	7			53	Medical Lift Assist
MVA with injury	1	0	0	1	0	1	7	1	2	3			16	MVA with injury
Extrication	0	0	0	0	0	1	0	1	0	2			4	Extrication
Ambulance Driver	0	0	0	0	0	0	1	0	0	0			1	Ambulance Driver
MVA non injury	4	4	3	3	1	2	6	2	6	2			33	MVA non injury
Airport Emergency	0	0	0	0	0	0	0	0	0	0			0	Airport Emergency
Traffic Control	0	0	0	0	0	0	0	0	0	0			0	Traffic Control
HazMat	8	1	2	2	1	5	3	1	0	0			23	HazMat
Hazardous Conditions	2	1	3	2	0	1	3	2	6	7			27	Hazardous Conditions
CO	0	1	0	0	0	0	0	0	0	0			1	CO
Gas Leak/Odor inside	1	0	1	0	1	0	1	0	1	1			6	Gas Leak/Odor inside
Gas Leak/Odor outside	1	0	1	1	0	4	2	1	1	3			14	Gas Leak/Odor outside
Powerline	3	0	1	0	0	2	0	1	2	3			12	Powerline
Other	0	0	0	0	0	0	0	0	2	0			2	Other
Service	4	0	0	1	1	3	0	0	0	3			12	Service
Good Intent	2	2	0	4	3	2	4	3	3	3			26	Good Intent
Fire Alarm	3	2	1	0	2	5	3	2	4	0			22	Fire Alarm
False Alarm	3	0	1	0	1	1	5	1	0	4			16	False Alarm
Illegal burn	0	1	1	0	1	1	1	1	0	0			6	Illegal burn
Smoke Investigation, outside	0	0	0	0	0	0	1	0	1	0			2	Smoke Investigation, outside
Smoke Investigation, inside	1	0	0	1	0	1	1	0	1	0			5	Smoke Investigation, inside
Cancelled enroute	5	4	9	4	4	9	10	5	4	8			62	Cancelled enroute
Fire, residential	5	0	0	1	3	1	0	0	1	3			14	Fire, residential
Fire, chimney	0	0	1	0	0	0	0	0	0	0			1	Fire, chimney
Fire, commercial	1	0	0	0	0	2	2	0	0	0			5	Fire, commercial
Fire, vehicle	0	1	0	0	0	0	0	1	0	0			2	Fire, vehicle
Fire, vegetation, grass	0	0	0	0	0	1	2	0	0	0			3	Fire, vegetation, grass
Fire, vegetation, wildland	0	0	0	0	0	0	0	0	0	0			0	Fire, vegetation, wildland
Dispatch Totals	44	17	25	26	28	42	59	31	36	50			358	Dispatch Totals
Structure fires (In District)	2	0	0	0	1	2	2	0	0	1			8	Structure fires
Structure fires (Mutual aid)	4	0	0	1	2	1	0	0	1	2			11	
Acres burned	0	0	0	0	0	0.1	0	0	0	0			0.1	Acres burned

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Columbia Falls Fire Department October 2024 Inspections

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[illegible]

**Columbia Falls Police Department
Monthly Activity Report
October 2024**

Police	October					5 Year Average
	2024	2023	2022	2021	2010	
Arrests (Total)	51	24	23	28	44	34
Adult	35	17	21	21	30	25
Juvenile	16	7	2	7	14	9
Accidents Investigated	18	14	7	17	22	16
Stolen Property (Value)	51101	7726	2171	32572	21388	22992
Stolen Property (Recovered)	368	854	290	1050	20400	4592
Criminal Mischief (Incidents)	4	5	2	3	2	3
Damage Amount	1206	0	350	1400	100	611
Misdemeanor Citations Issued	153	176	94	96	94	123
Traffic Offenses	126	163	84	89	88	110
Cell Phone Violations	3	5	2	2	4	3
DUI Offenses	3	11	1	2	5	4
Drug Offenses	8	2	4	6	1	4
Traffic Stops	258	295	162	182	178	215
Court Fines and Forfeitures	23275	25874	13815	21639	16065	20134
Miles Patrolled	7071	6995	6102	8212	7597	7195
911 Phone Calls	272	168	120	119	149	166
Incident Reports	975	914	838	886	828	888
Domestic Abuse/Assault/Disorderly	22	35	39	34	31	32
Felony Investigations	6	10	5	11	10	8
Business Checks	90	102	59	64	55	74
Welfare Checks	13	19	7	10	14	13
Citizen Assist	49	77	51	45	41	53
Agency Assist	40	44	48	26	25	37