



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

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

**CITY COUNCIL REGULAR MEETING
AGENDA
MONDAY, JANUARY 03, 2022
COUNCIL CHAMBERS CITY HALL**

FINANCE COMMITTEE – 6:30 P.M

(Barnhart, Karper, Lovering)

NOTE: The Council Meeting is held in the Council Chambers as well as by virtual meeting to provide access while maintaining public health. Please contact Barb Staalnd, City Clerk, no later than 6 pm on the night of the meeting to register for ZOOM meeting access information by calling (406) 892-4391 or email: staalandb@cityofcolumbiafalls.com

REGULAR MEETING – 7:00 P.M.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

OATHS OF OFFICE:

Mayor Barnhart, Councilpersons Lovering, Robinson and Shepard

City Attorney Justin Breck and Deputy City Attorney Stephanie Breck

City Judge Kristi Curtis

Detective Craig McConnell

APPROVAL OF AGENDA

CONSENT AGENDA:

- 1.** Approval of Claims - January 3, 2022 - \$45,423.81
- 2.** Approval of Payroll Claims - December 10, 2021 - \$86,363.27
- 3.** Approval of Payroll Claims - December 23, 2021 - \$125,203.88
- 4.** Approval of December 6, 2021 Regular City Council Meeting Minutes

- [5.](#) Approve Funding, Construction, and Maintenance Agreement with MT DOT (TA 2599(1) and TA 2599(2) and authorize City Manager to execute
- [6.](#) Approval of City Attorney Contact - 2022 and 2023 Calendar Years and authorize City Manager to execute

VISITORS/PUBLIC COMMENT (Items not on agenda)

NEW BUSINESS:

- [7.](#) Results of 2020 Fiscal Year Financial and Compliance Audit

ORDINANCES / RESOLUTIONS:

- [8.](#) Resolution # 1868 - A Resolution of the City Council of the City of Columbia Falls, Montana Amending the 2021-22 Fiscal Year Revenues and Appropriations Budget to Account for the EDA Project
- [9.](#) Resolution # 1869 - A Resolution of the City Council of the City of Columbia Falls, Montana Establishing the City Business License Fees for the 2022 Calendar Year

REPORTS / BUSINESS FROM MAYOR & COUNCIL

CITY MANAGER REPORT:

Leak Detection Survey Report

Fire department transition training

Quiet Zone update

Project Update

CITY ATTORNEY REPORT

MISCELLANEOUS

- [10.](#) Police Department - November 2021 Activity
- [11.](#) Correspondence

ADJOURN

Next Scheduled Meetings:

City Council – Regular Meeting, **Tuesday, January 18th** – 7:00 PM

Planning Board – TBD (NO January meeting)

Board of Adjustment - Wednesday, January 26th - 6:00 PM

Council Workshop – **TBD - Downtown Parking and Potential projects**

12/30/21
13:10:29

CITY OF COLUMBIA FALLS
Claim Approval List
For the Accounting Period: 12/21

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
42689		3112 406 CLEANING OF COLUMBIA FALLS	3,600.00					
	101	12/25/21 FAC-DEC JANITORIAL SERVICE	3,600.00			1000 411200	399	101000
		Total for Vendor:	3,600.00					
42667		3071 ACTIVE 911, INC.	377.00					
	362673	12/21/21 FD-TRADITIONAL SUB FOR AGENCY	377.00			1000 420400	390	101000
		Total for Vendor:	377.00					
42683		3028 CENTURYLINK - BUSINESS SERVICES	1,408.37					
	255086561	12/20/21 ADMIN-11/20/21-12/19/21	33.62			1000 410400	345	101000
	255086561	12/20/21 FIN-11/20/21-12/19/21	106.36			1000 410500	345	101000
	255086561	12/20/21 COMP-11/20/21-12/19/21	779.55			1000 410580	345	101000
	255086561	12/20/21 PD-11/20/21-12/19/21	168.10			1000 420100	345	101000
	255086561	12/20/21 FD-11/20/21-12/19/21	54.56			1000 420400	345	101000
	255086561	12/20/21 BLDG-11/20/21-12/19/21	16.81			2394 420500	345	101000
	255086561	12/20/21 WTR-11/20/21-12/19/21	36.43			5210 430500	345	101000
	255086561	12/20/21 SWR-11/20/21-12/19/21	36.43			5310 430600	345	101000
	255086561	12/20/21 STRS-11/20/21-12/19/21	8.41			2500 430200	345	101000
	255086561	12/20/21 CRTS-11/20/21-12/19/21	168.10			1000 410360	345	101000
		Total for Vendor:	1,408.37					
42682	E	997 CENTURYLINK - ELECTRONIC PAY	861.11					
		DECEMBER 2021						
	121821	12/18/21 CRTS-12/19/21-1/18/22	32.19			1000 410360	345	101000
	121821	12/18/21 PD-12/19/21-1/18/22	130.29			1000 420100	345	101000
	121821	12/18/21 FD-12/19/21-1/18/22	65.57			1000 420400	345	101000
	121821	12/18/21 POOL-12/19/21-1/18/22	36.43			1000 460445	345	101000
	121821	12/18/21 STRTS-12/19/21-1/18/22	150.40			2500 430200	345	101000
	121821	12/18/21 WTR-12/19/21-1/18/22	205.85			5210 430500	345	101000
	121821	12/18/21 SWR-12/19/21-1/18/22	240.38			5310 430600	345	101000
		Total for Vendor:	861.11					
42665		14 CITY OF COLUMBIA FALLS	410.33					
	122321	12/23/21 FAC-11/17-12/17/21	100.40			1000 411200	342	101000
	122321	12/23/21 FD-11/17-12/17/21	32.38			1000 420400	342	101000
	122321	12/23/21 PRKS-11/17-12/17/21	40.94			1000 460400	342	101000

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	122321	12/23/21 STRS-11/17-12/17/21	100.16			2500 430200	342	101000
	122321	12/23/21 WTR-11/17-12/17/21	46.69			5210 430500	342	101000
	122321	12/23/21 SWR-11/17-12/17/21	89.76			5310 430600	342	101000
		Total for Vendor:	410.33					
42687		1815 COSNER COMTECH, INC.	1,046.00					
	32632	12/20/21 FD-MOTOROLA MINITOR X2	1,046.00			1000 420400	212	101000
		Total for Vendor:	1,046.00					
42671		3026 DAILY INTER LAKE	186.00					
	NO. 28226	12/19/21 FIN-PUBLIC NOTICE SURPLUS P	74.67			1000 410500	331	101000
	NO. 28211	12/12/21 FIN-AUDIT STATEMENT	111.33			1000 410500	331	101000
		Total for Vendor:	186.00					
42666		438 FERGUSON WATERWORKS	2,072.85					
	CM065317	12/20/21 WTR-RIVERS EDGE SUPPLY RETUR	-628.32			5210 430500	230	101000
	0801453-1	12/17/21 WTR-DUAL CK BACKFLOW PREVEN	126.84			5210 430500	230	101000
	0805790	12/17/21 WTR-INSERTA TEES	184.16			5210 430500	230	101000
	0806817	12/15/21 WTR-RIVERS EDGE REPAIR	610.32			5210 430500	230	101000
	0806817	12/15/21 WTR-FLASH LIGHT	29.00			5210 430500	212	101000
	0796974	12/15/21 WTR-FALLS STATION	1,750.85			5210 430500	230	101000
		Total for Vendor:	2,072.85					
42685		3104 FIRST CALL COMPUTER SOLUTIONS, JANUARY IT SERVICES	1,700.00					
	77532	01/01/22 COMP-JANUARY IT SERVICES	1,700.00			1000 410580	355	101000
		Total for Vendor:	1,700.00					
42676		1892 FLATHEAD COUNTY	150.00					
	5543	12/14/21 CERT OWNER- TIN ROOF PROPERTIE	75.00			1000 411000	390	101000
	5549	12/21/21 CERT OWNER - LARRY FOWLER ENTE	75.00			1000 411000	390	101000
		Total for Vendor:	150.00					
42668		3113 GLOBAL ARCHIVES INC	166.32					
	21201	12/25/21 WTR-MONTHLY STORAGE AS BUILTS	83.16			5210 430500	363	101000
	21201	12/25/21 SWR-MONTHLY STORAGE AS BUILTS	83.16			5310 430600	363	101000
		Total for Vendor:	166.32					

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* ... Over spent expenditure

Claim/	Check	Vendor #/Name/	Document \$/	Disc \$						Cash
		Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object	Proj		Account
42684		3095 GREAT NORTHERN LOCK AND SAFE	84.00							
		KEY COPIES								
		9570 12/22/21 FAC-KEY COPIES	84.00			1000 411200	390			101000
		Total for Vendor:	84.00							
42675		2806 HANSON'S HARDWARE	72.39							
		599956 12/16/21 FD-SAFETY COAT FOR DOYLE	57.99			1000 420400	226			101000
		599928 12/13/21 SWR-MISC SCREWS	14.40			5310 430600	240			101000
		Total for Vendor:	72.39							
42673		2849 J2 BUSINESS PRODUCTS	1,113.35							
		890985-0 12/06/21 WTR-BLUE NEW CONSTRUCTION FL	23.88			5210 430500	210			101000
		890985-0 12/06/21 SWR-BLUE NEW CONSTRUCTION FL	23.88			5310 430600	210			101000
		890985-0 12/06/21 FIN-BLUE NEW CONSTRUCTION FL	23.88			1000 410500	210			101000
		890985-0 12/06/21 PLG-BLUE NEW CONSTRUCTION FL	23.88			1000 411000	210			101000
		891255-1 12/07/21 PD-PENS,FILE BOX	68.16			1000 420100	210			101000
		891189-0 12/07/21 WTR-WALL CALENDAR REFILL	5.02			5210 430500	210			101000
		891189-0 12/07/21 SWR-WALL CALENDAR REFILL	5.02			5310 430600	210			101000
		891189-0 12/07/21 FIN-WALL CALENDAR REFILL	5.02			1000 410500	210			101000
		891189-0 12/07/21 PLG-WALL CALENDAR REFILL	5.02			1000 411000	210			101000
		891255-0 12/07/21 PD-COPY PAPER	44.95			1000 420100	210			101000
		890865-0 12/03/21 WTR-AAA BATTERIES	6.19			5210 430500	210			101000
		890865-0 12/03/21 SWR-AAA BATTERIES	6.19			5310 430600	210			101000
		890865-0 12/03/21 FIN-AAA BATTERIES	6.18			1000 410500	210			101000
		890865-0 12/03/21 PLG-AAA BATTERIES	6.18			1000 411000	210			101000
		889721-1 12/03/21 PD-TONER CARTRIDGES	53.03			1000 420100	210			101000
		887801-1 12/02/21 PD-TONER CARTRIDGES	37.07			1000 420100	210			101000
		891286-0 12/07/21 FAC-FOAMING SOAP	115.00			1000 411200	224			101000
		890673-0 12/02/21 WTR-EXPO MARKERS	2.93			5210 430500	210			101000
		890673-0 12/02/21 SWR-EXPO MARKERS	2.93			5310 430600	210			101000
		890673-0 12/02/21 FIN-EXPO MARKERS	2.92			1000 410500	210			101000
		890673-0 12/02/21 FIN-PLANNER FOR BARB	19.88			1000 410500	210			101000
		890673-0 12/02/21 STRS-PLANNER FOR CHRIS H	4.97			2500 430200	210			101000
		890673-0 12/02/21 WTR-PLANNER FOR CHRIS H	4.97			5210 430500	210			101000
		890673-0 12/02/21 SWR-PLANNER FOR CHRIS H	4.97			5310 430600	210			101000
		890673-0 12/02/21 FIN-PLANNER FOR CHRIS H	4.97			1000 410500	210			101000

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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
	892983-0	12/22/21 FAC-FOAMING HAND SOAP	102.50			1000 411200	224	101000
	892853-0	12/22/21 FAC-JANITORIAL SUPPLIES	315.22			1000 411200	224	101000
	C 887477-0	12/07/21 FAC-HAND SOAP CREDIT	-136.61			1000 411200	224	101000
	891255-2	12/09/21 PD-TONER CARTRIDGES	106.06			1000 420100	210	101000
	891858-0	12/13/21 PD-INKCART CARTRIDGES	34.85			1000 420100	210	101000
	892985-0	12/22/21 WTR-DRYLINE WHITEOUT	2.10			5210 430500	210	101000
	892985-0	12/22/21 SWR-DRYLINE WHITEOUT	2.10			5310 430600	210	101000
	892985-0	12/22/21 FIN-DRYLINE WHITEOUT	2.10			1000 410500	210	101000
	892985-0	12/22/21 PLG-DRYLINE WHITEOUT	2.09			1000 411000	210	101000
	892917-0	12/21/21 CRTS-TONER CARTRIDGE	83.37			1000 410360	210	101000
	885943-1	12/16/21 PD-STORAGE BOXES	92.48			1000 420100	210	101000
		Total for Vendor:	1,113.35					
42696		3148 KEKO TIRE & SERVICE	850.00					
	1830	12/28/21 SWR-LT235/85R16 TIRES	850.00			5310 430600	232	101000
		Total for Vendor:	850.00					
42669		3078 KLJ ENGINEERING LLC	4,847.81					
		CF Quiet Zone Study						
	10163385	10/23/21 QUIET ZN PRO SRVS END 12/11/	4,847.81			1000 410100	399	101000
		Total for Vendor:	4,847.81					
42695		1080 LES SCHWAB TIRE CENTER	208.98					
2016		EXPLORER BATTERY REPLACEMENT						
	452986	12/22/21 PD-2016 EXPLORER BATTERY	208.98			1000 420100	361	101000
		Total for Vendor:	208.98					
42697		631 MONTANA DEPT. OF ENVIRONMENTAL	4,346.00					
	5I2201437	08/30/21 WTR - COMM CONNECTION FEE	4,346.00			5210 430500	391	101000
		Total for Vendor:	4,346.00					
42681		194 MONTANA RURAL WATER SYSTEMS,	100.00					
	726	12/21/21 SWR-WWTP SUPPORT BOOK	100.00			5310 430600	220	101000
		Total for Vendor:	100.00					

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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
42670		3094 MONTANA STATE VOLUNTEER FIRE	55.00					
	010122	01/01/22 FD-CAL YR 2022 DUES CHIEF WEEK	55.00			1000 420400	335	101000
		Total for Vendor:	55.00					
42674		1247 MURDOCH'S RANCH & HOME KALISPELL	74.96					
	7355/34	12/14/21 SWR-HEAT LAMP,EXTEN CORDS	74.96			5310 430600	240	101000
		Total for Vendor:	74.96					
42688		132 NORMONT EQUIPMENT COMPANY	1,644.80					
	3477	12/03/21 SWR-2018 ENV ROVVER REPAIR	1,644.80			5310 430600	360	101000
		Total for Vendor:	1,644.80					
42672		2816 O'REILLY AUTO PARTS	39.98					
	377055	12/16/21 PD-SNOW BRUSHES	39.98			1000 420100	220	101000
		Total for Vendor:	39.98					
42692		999999 PLOTT, STACY	219.39					
	122721	12/27/21 WTR-DEPOSIT REFUND	219.39			5210 214010		101000
		Total for Vendor:	219.39					
42690		2755 SHERWIN-WILLIAMS CO	77.67					
	9271-8	12/23/21 WTR-PAINT THINNER, BRUSH,PAINT	77.67			5210 430500	240	101000
		Total for Vendor:	77.67					
42694		999999 SMITH, VINNY	13.98					
	565932	12/27/21 PD-OIL FOR CAR20 RMBRS V SMITH	13.98			1000 420100	231	101000
		Total for Vendor:	13.98					
42679		3001 STOPSTICK, LTD	44.00					
	0023235-IN	12/15/21 PD-STOP STICK CORD REEL	44.00			1000 420100	212	101000
		Total for Vendor:	44.00					
42686		2908 STRATEGIC INSIGHTS, INC.	575.00					
		PLAN IT CAPITAL PLANNING SOFTWARE						
	254	12/27/21 1 YR RENEWAL EXP 03/01/23	575.00			1000 410500	355	101000
		Total for Vendor:	575.00					

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* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
42677		1623 THE UPS STORE #4515	76.44					
		TRACKING #1ZWA36710372481724 - PD						
		TRACKING #1ZWA36710362931668 - PD						
		TRACKING #1ZWA36710373632872 - PD						
		TRACKING #1ZWA36710367954867 - SEWER						
		2021-11216 12/20/21 PD-EVIDENCE SHIPPING	10.71			1000 420100	310	101000
		2021-11033 12/17/21 PD-EVIDENCE SHIPPING	10.71			1000 420100	310	101000
		B001392 12/21/21 SWR-TSP-305 PUMP SHIPPING	20.63			5310 430600	310	101000
		2021-11033 12/29/21 PD-EVIDENCE SHIPPING	34.39			1000 420100	310	101000
		Total for Vendor:	76.44					
42691		999999 TYLER, JENNIFER	193.12					
		122721 12/27/21 WTR-DEPOSIT REFUND	193.12			5210 214010		101000
		Total for Vendor:	193.12					
42678		246 URECO INC.	4,337.64					
		18226 12/20/21 STRS-DEICER 21.76 TONS	4,337.64*			2820 430200	221	101000
		Total for Vendor:	4,337.64					
42641		482 UTILITY SERVICES ASSOCIATES LLC	13,125.00					
		126432 11/24/21 WTR-Leak Detection SURVEY	13,125.00			5210 430500	392	101000
		Total for Vendor:	13,125.00					
42680	E	1218 VERIZON WIRELESS	1,236.18					
		9894995683 12/12/21 ADMIN-11/13-12/12/21	22.44			1000 410400	345	101000
		9894995683 12/12/21 FIN-11/13-12/12/21	22.45			1000 410500	345	101000
		9894995683 12/12/21 FIRE-11/13-12/12/21	60.43			1000 420400	345	101000
		9894995683 12/12/21 FAC-11/13-12/12/21	12.44			1000 411200	345	101000
		9894995683 12/12/21 STRT-11/13-12/12/21	78.79			2500 430200	345	101000
		9894995683 12/12/21 PD-11/13-12/12/21	747.65			1000 420100	345	101000
		9894995683 12/12/21 WTR-11/13-12/12/21	150.99			5210 430500	345	101000
		9894995683 12/12/21 SWR-11/13-12/12/21	101.23			5310 430600	345	101000
		9894995683 12/12/21 CRT-11/13-12/12/21	39.76			1000 410360	345	101000
		Total for Vendor:	1,236.18					

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Claim/	Check	Vendor #/Name/	Document \$/	Disc \$							Cash
		Invoice #/Inv Date/Description	Line \$		PO #	Fund Org	Acct	Object	Proj	Account	
42693		84 WESTERN BUILDING CENTER	110.14								
	4676056	12/27/21 PRKS-KEY COPIES FOR RIVERS ED	5.97			1000	460400	220		101000	
	4676002	12/27/21 SWR-CLAIRIFIER REPAIRS	58.13			5310	430600	240		101000	
	4675940	12/23/21 SWR-STYRO SCORE UV BUILDING	46.04			5310	430600	240		101000	
		Total for Vendor:	110.14								
		# of Claims	34	Total:							
				Total Electronic Claims							
				Total Non-Electronic Claims							

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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	\$16,719.38
2394 BUILDING CODE ENFORCEMENT FUND	
101000 CASH/CASH EQUIVALENTS	\$16.81
2500 SPECIAL STREET MAINTENANCE DISTRICT FUND	
101000 CASH/CASH EQUIVALENTS	\$342.73
2820 GAS TAX FUND	
101000 CASH/CASH EQUIVALENTS	\$4,337.64
5210 WATER ENTERPRISE FUND	
101000 CASH/CASH EQUIVALENTS	\$20,602.24
5310 SEWER ENTERPRISE FUND	
101000 CASH/CASH EQUIVALENTS	\$3,405.01
Total:	\$45,423.81

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CITY OF COLUMBIA FALLS
Claim Approval Signature Page
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Council Meeting Date: 01/03/2022

Claims Submitted to Council: \$ 45,423.81

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

Prepared By: Shawn Bates, Finance Director

Shawn Bates

Approved by Susan M. Nicosia, City Manager

Susan Nicosia

City Council to Approve by motion on consent agenda

The following claim is significant:

Utility Services Associates LLC - \$13,125 Waterline leak detection survey, 70% payment. (Fund 5210)

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

12/08/21
15:16:10

CITY OF COLUMBIA FALLS
Payroll Summary For Payrolls from 12/10/21 to 12/10/21

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Total for Payroll Checks

	Employee	Employer	Amount
COMA HOURS (Comp Time Accumulated)	13.88		
HOL HOURS (Holiday Pay)	477.70		13,558.53
HOLW HOURS (Holiday Worked @ 2.5x)	16.00		842.20
J003 HOURS (PD HOL WK)	24.00		971.64
J008 HOURS (PD HOL WK OT)	64.00		2,603.58
OVER HOURS (Overtime)	28.50		1,030.74
OVRTD HOURS (STEP overtime)	22.00		823.11
PERS HOURS (Personal Time Used)	10.00		313.96
REG HOURS (Regular Time)	1,796.25		50,414.92
SHFI HOURS (Shift B)	12.00		18.00
SHFN HOURS (Shift B)	288.00		288.00
SHFQ HOURS (OVT B)	11.50		17.25
SHFU HOURS (Hol wk B)	48.00		120.00
SICK HOURS (Sick Time)	51.19		1,379.53
VACA HOURS (Vacation Time Used)	102.06		3,224.95
GROSS PAY	75,606.41	0.00	
NET PAY	49,674.98	0.00	
AFLAC-POSTTAX	111.67	0.00	
AFLAC-PRETAX	81.08	0.00	
CHILD SUPPORT	88.61	0.00	
CHILD SUPPORT P	413.07	0.00	
CITY OF COLUMBI	20.00	0.00	
FIT	6,771.68	0.00	
FLEX ALLEGIANCE	1,154.13	35.00	
FLEX DEP CARE	208.33	2.50	
FOP	320.00	0.00	
HEALTHINS/PRE	2,883.53	16,097.70	
MEDICARE	1,067.08	1,067.08	
MT ST FIRE ASSO	29.68	0.00	
NATIONWIDE/CITY	0.00	2,311.90	
NATIONWIDE/EMP	387.50	0.00	
P.E.R.S.	3,356.11	3,768.20	
PERS/FURS	317.60	426.24	
PERS/POLICE	2,228.46	3,567.99	
SIT	3,370.00	0.00	
SOCIAL SECURITY	2,559.16	2,559.16	
TEAMSTERS DUES	306.50	0.00	
UNEMPL. INSUR.	0.00	415.84	
UNUM LIFE INS.	118.78	0.00	
WA CHILD SUPPOR	138.46	0.00	
WORKERS' COMP	0.00	2,301.92	
CHARLES SCHWAB	1,483.11	0.00	
FIRST INTERSTAT	2,013.95	0.00	
FREEDOM BANK	1,313.75	0.00	
GLACIER BANK KA	6,943.04	0.00	
GLACIER BANK/CF	15,057.15	0.00	
GLACIER BANK/WF	1,940.57	0.00	
PARKSIDE CR U	11,078.55	0.00	

Payroll
Dec. 10, 2021
\$ 86,363.27
Baub Staaland

12/08/21
15:16:10

CITY OF COLUMBIA FALLS
Payroll Summary For Payrolls from 12/10/21 to 12/10/21

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THREE RIVERS	1,030.13	0.00
USAA FEDERAL	1,311.37	0.00
USBANK.	2,181.94	0.00
VALLEY BANK KAL	100.00	0.00
VERIDIAN CREDIT	400.00	0.00
WELLS FARGO	1,734.07	0.00
WFISH CR UNION	3,087.35	0.00
FIT/SIT BASE	65,198.00	0.00
MEDICARE BASE	73,591.24	0.00
PERS BASE	70,211.27	0.00
SOC SEC BASE	41,276.50	0.00
UN BASE	75,606.41	0.00
WC BASE	73,796.71	0.00

Total 32,553.53
Total Payroll Expense (Gross Pay + Employer Contributions): 108,159.94

Check Summary

Payroll Checks Prev. Out. \$1,340.01
Payroll Checks Issued \$3,389.22
Payroll Checks Redeemed \$1,161.96
Payroll Checks Outstanding \$3,567.27
Electronic Checks \$82,974.05

Deductions Accrued	Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
Social Security 5118.32		5118.32		212260
Medicare 2134.16		2134.16		212260
P.E.R.S. 7124.31	1040.70	7644.66	520.35	212270
Unempl. Insur. 415.84	2480.59		2896.43	212210
Workers' Comp 2301.92	13473.91		15775.83	212220
FIT 6771.68		6771.68		212260
SIT 3370.00		3370.00		212260
AFLAC-PRETAX 81.08	81.08		162.16	212230
NATIONWIDE/EMP 387.50		387.50		212280
Teamsters dues 306.50	306.50		613.00	212310
PERS/Police 5796.45		5796.45		212240
TEAMSTERS INIT 0.00				212310
NATIONWIDE/CITY 2311.90		2311.90		212280
AFLAC-POSTTAX 111.67	111.67		223.34	212230
PERS/FURS 743.84		743.84		212275
MT ST FIRE ASSO 29.68		29.68		212315
HEALTHINS/PRE 18981.23	18981.23		37962.46	212400
CITY OF COLUMBI 20.00		20.00		212450
UNUM LIFE INS. 118.78	118.78		237.56	212400
FLEX ALLEGIANCE 1189.13		1189.13		212285
CHILD SUPPORT 88.61		88.61		212330
CHILD SUPPORT P 413.07		413.07		212330
WA CHILD SUPPOR 138.46		138.46		212330
FOP 320.00		320.00		212335
FLEX DEP CARE 210.83		210.83		212285

12/08/21
15:16:10

CITY OF COLUMBIA FALLS
Payroll Summary For Payrolls from 12/10/21 to 12/10/21

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Report ID: P130

Total Ded.	58484.96	36594.46	36688.29	58391.13
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**** Carried Forward column only correct if report run for current period.

12/22/21
14:55:49

CITY OF COLUMBIA FALLS
Payroll Summary For Payrolls from 12/23/21 to 12/23/21

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Total for Payroll Checks

	Employee	Employer	Amount
	-----	-----	-----
ADDL HOURS (Additional)	0.00		223.75
COMA HOURS (Comp Time Accumulated)	14.63		
COMP HOURS (Comp Time Used)	62.01		1,756.90
FINA HOURS (Other Dept. Hrs.)	8.00		164.96
OVER HOURS (Overtime)	61.00		2,452.99
PERS HOURS (Personal Time Used)	13.50		441.45
REG HOURS (Regular Time)	2,125.00		62,085.06
SHFN HOURS (Shift B)	276.00		276.00
SHFQ HOURS (OVT B)	31.00		46.50
SICK HOURS (Sick Time)	121.28		3,132.87
VACA HOURS (Vacation Time Used)	72.46		2,168.26
GROSS PAY	72,748.74	0.00	
NET PAY	48,037.45	0.00	
NET PAY (CHECKS)	330.80		
NET PAY (DIRECT DEPOSIT)	47,706.65		
AFLAC-POSTTAX	111.67	0.00	
AFLAC-PRETAX	81.08	0.00	
CHILD SUPPORT	88.61	0.00	
CHILD SUPPORT P	413.07	0.00	
CITY OF COLUMBI	20.00	0.00	
FIT	6,025.91	0.00	
FLEX ALLEGIANCE	1,154.13	35.00	
FLEX DEP CARE	208.33	2.50	
FOP	320.00	0.00	
HEALTHINS/PRE	2,691.53	16,097.70	
MEDICARE	1,028.42	1,028.42	
MT ST FIRE ASSO	29.68	0.00	
NATIONWIDE/CITY	0.00	2,311.90	
NATIONWIDE/EMP	387.50	0.00	
P.E.R.S.	3,356.26	3,768.38	
PERS/FURS	317.60	426.24	
PERS/POLICE	2,137.56	3,422.46	
SIT	3,143.00	0.00	
SOCIAL SECURITY	2,633.20	2,633.20	
TEAMSTERS DUES	306.50	0.00	
UNEMPL. INSUR.	0.00	391.33	
UNUM LIFE INS.	118.78	0.00	
WA CHILD SUPPOR	138.46	0.00	
WORKERS' COMP	0.00	2,172.50	
CHARLES SCHWAB	1,483.11	0.00	
FIRST INTERSTAT	2,115.58	0.00	
FREEDOM BANK	1,267.97	0.00	
GLACIER BANK KA	6,167.12	0.00	
GLACIER BANK/CF	14,457.62	0.00	
GLACIER BANK/WF	1,597.12	0.00	
PARKSIDE CR U	11,133.50	0.00	
THREE RIVERS	1,169.59	0.00	
USAA FEDERAL	1,136.28	0.00	

12-23-21

Payroll

\$125,203.88

Bob Stalband

12/22/21
14:55:49

CITY OF COLUMBIA FALLS
Payroll Summary For Payrolls from 12/23/21 to 12/23/21

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USBANK.	2,181.94	0.00
VALLEY BANK KAL	100.00	0.00
VERIDIAN CREDIT	400.00	0.00
WELLS FARGO	1,308.60	0.00
WFISH CR UNION	3,188.22	0.00
FIT/SIT BASE	62,623.08	0.00
MEDICARE BASE	70,925.57	0.00
PERS BASE	69,203.20	0.00
SOC SEC BASE	42,470.41	0.00
UN BASE	71,148.74	0.00
WC BASE	71,931.09	0.00

Total 32,289.63
Total Payroll Expense (Gross Pay + Employer Contributions): 105,038.37

Check Summary

Payroll Checks Prev. Out. \$4,729.23
Payroll Checks Issued \$45,856.62
Payroll Checks Redeemed \$4,551.18
Payroll Checks Outstanding \$46,034.67
Electronic Checks \$79,347.26

Deductions Accrued	Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
Social Security	5266.40	5266.40		212260
Medicare	2056.84	2056.84		212260
P.E.R.S.	7124.64	7124.64		212270
Unempl. Insur.	391.33	2871.92	3263.25	212210
Workers' Comp	2172.50	15646.41	17818.91	212220
FIT	6025.91	6025.91		212260
SIT	3143.00	3143.00		212260
AFLAC-PRETAX	81.08	162.16		212230
NATIONWIDE/EMP	387.50	387.50		212280
Teamsters dues	306.50	613.00		212310
PERS/Police	5560.02	5560.02		212240
TEAMSTERS INIT	0.00			212310
NATIONWIDE/CITY	2311.90	2311.90		212280
AFLAC-POSTTAX	111.67	223.34		212230
PERS/FURS	743.84	743.84		212275
MT ST FIRE ASSO	29.68	29.68		212315
HEALTHINS/PRE	18789.23	40900.55	-3130.09	212400
CITY OF COLUMBI	20.00	20.00		212450
UNUM LIFE INS.	118.78	237.55	0.01	212400
FLEX ALLEGIANCE	1189.13	1189.13		212285
CHILD SUPPORT	88.61	88.61		212330
CHILD SUPPORT P	413.07	413.07		212330
WA CHILD SUPPOR	138.46	138.46		212330
FOP	320.00	320.00		212335
FLEX DEP CARE	210.83	210.83		212285
Total Ded.	57000.92	38117.59	77166.43	17952.08

**CITY OF COLUMBIA FALLS
CITY COUNCIL REGULAR MEETING MINUTES
HELD DECEMBER 06, 2021**

REGULAR MEETING – 7:00 P.M.

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

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

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

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA:

Councilor Lovering motioned to approve the Agenda, seconded by Councilor Piper and the motion carried.

CONSENT AGENDA:

Councilor Fisher made motion to approve the Consent Agenda noting all claims appeared to be in order, seconded by Councilor Shepard and the motion carried unanimously.

Approval of Claims - December 6, 2021 - \$121,288.85

Approval of Payroll Claims - November 26, 2021 - \$128,069.39

Approval of Payroll Claims - Special Payroll - November 30, 2021 - \$3,095.11

Approval of November 15, 2021 Regular City Council Meeting Minutes

NEW BUSINESS:

Mayor Barnhart read the Arbor Day Proclamation, and proclaimed May 6, 2022 as Arbor Day.

Call for Bids - Diesel Backup Engine Generator for Well

City Manager Nicosia said city staff is requesting council approval to call for bids on the Backup Generator for our new well at Horine Park. The sealed bids will be opened at 3:00 p.m. on January 20, 2022; the City Council will then award the bid on February 7, 2022.

Councilor Shepard motioned to approve the call for bids for the Backup Generator for the new well, seconded by Councilor Robinson and the motion carried.

Approve City Board Appointments - Planning Board, Tree Board and Board of Adjustment:

City Manager Nicosia said Steve Duffy and Sam Kavanagh have agreed to be reappointed for 2 year terms on the Planning Board. Tree Board members Peregrin Frissell, Paula Robinson and Eric Lovering have also agreed to serve 3 year terms on the Board. Steve Marquesen is opting to not be reappointed on the Board of Adjustment but both Roger Newman and Alida Wright have requested reappointment to the Board. Nicosia noted that the City will advertise for one opening on the Board of Adjustment as well as the opening on the Police Commission.

Councilor Piper motioned to approve the listed Board appointments, seconded by Councilor Fisher and the motion carried.

Council Appointment - Flathead City-County Health Board - 3 yr. term beginning January 1, 2022:

Councilor Fisher motioned to appoint Mayor Barnhart to serve a 3 yr. term on the Flathead City-County Health Board, beginning January 01, 2022, seconded by Councilor Shepard and the motion passed unanimously. Mayor Barnhart said he would be happy to represent the City of Columbia Falls on the City-County Health Board. Mayor Barnhart recommended Council authorizing an alternate to attend the Board meetings if he had to be absent.

Councilor Lovering made motion to appoint Mike Shepard as the alternate to the Flathead City-County Health Board, seconded by Councilor Robinson and the motion carried.

Approve Intent to Dispose of Surplus Equipment - 2016 Ford Interceptor

City Manager Nicosia said the Police Department has received the replacement vehicle for the 2016 Interceptor and the City would like to dispose of this car which is no longer useable, noting that the vehicle has well over 125K hard miles on it. Upon approval from Council and after the public comment period, Nicosia said the City will advertise for sale.

Councilor Karper motioned to declare the 2016 Ford Interceptor as surplus and give notice of intent to dispose, seconded by Councilor Piper and the motion carried.

Approve Cancellation of December 20, 2021 Regular Council Meeting

Nicosia said there is no advertised Public Hearing or other business items coming forward that must be dealt with on December 20th therefore staff recommends canceling the December 20, 2021 Council Meeting. Councilor Fisher motioned to cancel the December 20, 2021 Regular Council Meeting, second by councilor Lovering and the motion carried unanimously.

REPORTS / BUSINESS FROM MAYOR & COUNCIL

Councilor Karper said he appreciated the opportunity to attend the November meetings virtually but he is glad to be back in person.

Councilor Shepard said he has had several inquiries about our letter to EPA regarding the City's water quality concerns with the Glencore property cleanup.

Councilor Lovering said she was happy to see the Night of Lights well attended. Lovering reported that there was a Parks Committee meeting and they discussed Columbus Park regarding the splash pad, pickleball and playground equipment. Lovering said there was also discussion on the closure of 5th St. W. for a park/courtyard that they are not quite ready to make a determination on just yet, perhaps we can discuss it further at our future council workshop. Councilor Fisher said the woman that owns the Outlaw Diner was in attendance at the Parks Committee meeting and downtown parking came up. Fisher said a park area like this is a great idea but the Parks Committee would like to take a step back to completely evaluate. Mayor Barnhart said he attended the Parks Committee meeting and it was a good meeting with good ideas noting that Columbus Park will be done in phases as the City can afford.

Mayor Barnhart said there is a lot of misinformation on the Flathead City-County Health Board appointment. Mayor Barnhart said he looks forward to serving on the Board.

CITY MANAGER REPORT

Nicosia reported that the Department of Commerce didn't award our CBDG-CV grant for the pickleball courts but the City will be going after Land, Water Conservation Grant Funds and one of the pickleball folks came in with another donation source. The Parks Committee Meeting was a good discussion about what Columbus Park should look like as it is developed. Nicosia noted that within the 22FY Parks CIP budget, there is \$50,000 for the bathroom which may not use all of the funds; council can then amend the budget to allow for purchase of playground equipment with remaining funds.

Nicosia said city staff has a desktop meeting this Friday on the quiet zone. We are waiting for signatures on the Engineering agreement that went to the Railroad in August. The Engineers for the EDA project on 12th Ave. W. have gotten started. The City was awarded the Transportation Alternative Grant for the sidewalk and bike path on Railroad Street and 4th Ave. W to the school. On December 16th, 2021 the Transportation Commission will give their final blessing of the agreement, and then it comes to council for final approval. The City is working on the start up at the Waste Water Treatment Plant project with the Competitive Grant, the HB 632 money and the ARPA money that came to the City. Nicosia also said the City received a rejection letter on the Raise Grant. City staff will schedule a debriefing in January to see how close we were to getting funded. Nicosia noted that Council will be busy after the first of the year: complete the Extension of Services Plan Update, update the City's Public Works Standards and begin the paid fireman staffing transition. Nicosia said staff and council will also look at Police Department staffing.

Nicosia noted that at the January 3rd, 2022 Council meeting, the City Clerk will administer the oaths of office to Mayor and Council members, the City Judge, and the City Attorney's.

Nicosia presented the city video created by Chris Peterson. Mr. Peterson said he thought it would be good for two years and then need to be updated. Chris said he would like to hand it off to the City and let them add or subtract what they need. Mayor Barnhart thanked Chris for his volunteer work on the video.

Mayor Barnhart asked what the building is on Hwy 2. Nicosia replied it is an Ace Hardware Store with additional retail space remaining on the vacant land.

Mayor Barnhart asked if Mr. Ruis was coming forward with his next project. Nicosia said they will amend the PUD that was approved in 2019 at the January or February Planning Board Meeting for the restaurant/hotel phase of the project.

Councilor Fisher asked if businesses can pay Resort Taxes monthly. Nicosia replied yes they can.

Nicosia presented a report on the top ten tax payers for the 21-22 FY.

ADJOURN

Councilor Lovering motioned to adjourn at 7:46 p.m., seconded by Councilor Shepard and the meeting adjourned.

Mayor

City Clerk

Funding, Construction, and Maintenance Agreement

TA 2599(1), TA 2599(2)

Railroad St Path & Walks-CF

UPN 10099

This Agreement by and between City of Columbia Falls (City), and the Montana Department of Transportation (MDT, Department, or State), establishes the responsibilities and duties of the parties in respect to project activities which include construction of sidewalk and shared-use path on a portion of 4th Avenue and Railroad Street identified on the attached map; and, located within the City of Columbia Falls, Montana.

Whereas, the construction will be accomplished through Uniform Project Number 10099, Federal-Aid Project Number TA 2599(1), TA 2599(2), titled Railroad St Path & Walks-CF (Project) located on 4th Avenue and Railroad Street between 3rd Street West and 8th Avenue North as identified on the attached map; and,

Whereas, State and/or Federal Highway Administration (FHWA) funds will be used to pay for the construction, the City and State must ensure that federal and state requirements are met in fulfilling its obligations to the FHWA and for the project to remain eligible for state and/or federal funding; and,

Whereas, a portion of the Project lies on the designated Urban Highway System (on-system) under the jurisdiction of the Montana Transportation Commission and MDT as per Mont. Code Ann. 60-2-110, and a portion of the project is not on the designated State and Federal Highway System (off-system); and,

Whereas, the State and City recognize the need to construct the Project, and are willing to share in its costs in accordance with Article V, Funding; and,

Whereas, costs necessary to complete the project shall be funded by the Federal Transportation Alternatives Program; and,

Whereas, the City and MDT recognize the need to construct the Project and to duly execute this Agreement in advance of construction phase programming; and,

Whereas, the City desires to have the Project constructed, the City deeming it to be a valuable and beneficial consideration, and it will perform the functions, duties and responsibilities as set forth in Agreement;

Now, therefore, the parties agree as follows:

ARTICLE I. GENERAL OBLIGATIONS OF MDT

1. MDT will design and award a Contract to construct the Project.

2. MDT will provide the City opportunities to participate in the Project's development, including invitation to the final inspection of the project.
3. The City will maintain all items within the roadway right of way for the off-system routes (Sections 1 and 2 [4th Avenue W and Railroad Street (U-2504 and U-2505)] which are identified on the attached map), including the roadway surface (pavement repair, pavement preservation, and snowplowing), and will maintain all features, including signals (if present) and non-decorative roadway lighting, unless otherwise noted herein.
4. MDT will maintain all items within the roadway right of way for the on-system routes (Section 3 [Railroad Street (U-2501)] which are identified on the attached map), including the roadway surface (pavement repair, pavement preservation, and snowplowing), and will maintain all features, including signals (if present) and non-decorative roadway lighting, unless otherwise noted herein.
5. If the City does not fulfill any maintenance requirements stated herein, MDT may complete the required maintenance and seek compensation from the City. In doing so, MDT must first provide notice to the City allowing time to complete any such maintenance. If MDT performs such maintenance under this section, it must provide detailed invoices of such costs to the City.
6. For any maintenance requirements that are the obligation of the City, as stated herein, MDT may complete any maintenance required due to a public emergency and seek compensation from the City for any costs incurred. In doing so, MDT may first provide notice to the City, when possible, allowing time to complete any such maintenance. If MDT performs maintenance under this section, it must provide detailed invoices of such costs to the City.
7. The City is responsible for issuing all future encroachment and approach permits for the off-system routes (Sections 1 and 2 [4th Avenue W and Railroad Street (U-2504 and U-2505)] which are identified on the attached map) and ensuring the resulting actions do not interfere with roadway or pedestrian travel or decrease safety.
8. MDT is responsible for issuing all future encroachment and approach permits for the on-system routes (Section 3 [Railroad Street (U-2501)] which are identified on the attached map) and ensuring the resulting actions do not interfere with roadway or pedestrian travel or decrease safety.

ARTICLE II. GENERAL OBLIGATIONS OF THE CITY

1. The City agrees to conform in all regards to Mont. Code Ann. Title 61, Chapter 8, and will not take any action, by enacting an ordinance or otherwise, in contradiction of the traffic laws in Mont. Code Ann. Title 61, Chapter 8.

2. The City will provide appropriate and timely input during the Project's development.
3. The City will continue to enforce the ordinances, laws and/or regulations necessary and essential for the operations of the project.
4. The City, at its sole expense, will maintain the City signs installed as part of this project. For the purposes of this Agreement, "maintenance of signs", is defined as: the inspection, cleaning, repair and replacement of signs damaged through weathering, vandalism, the wind, or other means.
5. The City, at its sole expense, must obtain and maintain all federal, state and local building permits or other permits of any type or nature required by a governing authority, except as noted in this Agreement.
6. The City agrees that no new permanent feature shall be permitted within the roadway right-of-way.
7. Unless specified otherwise herein, the City agrees it will fund any additional costs MDT may incur on future MDT projects due to any amenities the City places in the MDT right-of-way.
8. The City agrees to regulate utility occupancy on the right-of-way of this highway in conformance with occupancy regulations that comply with or are more restrictive than the requirements of the Administrative Rule of Montana, 18.7.201 thru 18.7.241, governing "Right of Way Occupancy by Utilities."
9. The City agrees that it will assume full and complete responsibility for the project upon notification by MDT of the Project's Substantial Completion. The County's acceptance of the substantially completed project includes accepting any right of way acquired for the project and ownership and responsibility for any permits obtained for the project.

ARTICLE III. PROJECT-SPECIFIC PROVISIONS

1. Construction Storm Water General Permit

- a. Upon completion of all physical work associated with construction activity, the parties will inspect the temporary erosion and sediment control measures and devices as part of MDT's final inspection with MDT's Contractor. MDT will provide the City with the Storm Water Pollution Prevention Plan (SWPPP) package for City review. Within ten (10) days of receiving the package, the City will provide MDT with an itemized list of any outstanding records or deficiencies associated with the SWPPP. Upon MDT's and the City's approval of site conditions and Contractor records, MDT will provide the City a Permit Transfer Notification (PTN) form. The City must return the signed PTN form to MDT within ten (10) business days. MDT will forward the completed PTN form and transfer fees to the Montana Department of Environmental Quality (DEQ).
- b. Once DEQ transfers the Construction Storm Water General Permit Authorization, the City will inspect, maintain, and revise the Best Management Practice devices (BMPs) in accordance with DEQ permit requirements until final stabilization is met and permit coverage is terminated.
- c. MDT agrees to pay annual fees associated with permit coverage until termination. To assure payment, the City must forward invoices to the MDT's Environmental Services Bureau for payment.

ARTICLE IV. PROJECT-SPECIFIC FEATURES

1. Sidewalks

- a. Upon completion of the Project by the State and its Contractor, the City agrees that it is responsible, at no cost to MDT, to service, maintain, repair, and pay the cost of operating the sidewalk within the project limits, such that it does not negatively impact the operation of the sidewalk or the safety of the traveling public. If all or part of the Project becomes unsafe for use, the City agrees to restrict access to the affected area until the condition has been remedied.
- b. For the purposes of this Agreement, "maintenance of a sidewalk" is defined as: grinding or milling down displacements; surface patching; crack sealing; sweeping; cleaning; washing; replacing portions of damaged sidewalk; removal of snow and ice; repair of chipped, fractured, or broken surface from any cause, including but not limited to frost heaving, landscaping, tree roots, or encroachments; removal of debris and other obstructions or impediments

to safe pedestrian travel; and any and all other normally accepted maintenance practices.

2. Shared-Use Path

- a. Upon completion of the Project by the State and its Contractor, the City agrees that it is responsible, at no cost to MDT, to service, maintain, repair, and pay the cost of operating the path within the project limits, such that it does not negatively impact the operation of the path or the safety of the traveling public. If all or part of the shared use path becomes unsafe for use, the City agrees to restrict access to the affected area until the condition has been remedied.
- b. For the purposes of this Agreement, "maintenance of a shared-use path" is defined as: grinding or milling down displacements; surface patching; crack sealing; sweeping; cleaning; washing; replacing portions of damaged path; removal of snow and ice; repair of chipped, fractured, or broken surface from any cause, including but not limited to frost heaving, landscaping, tree roots, or encroachments; removal of debris and other obstructions or impediments to the safe travel of pedestrians or other path users; maintenance of all associated drainage features; maintenance of path-related signs; and any and all other normally accepted maintenance practices.
- c. For the purposes of this Agreement, "maintenance of shared-use path signs," is defined as: the inspection, cleaning, repair and replacement of signs damaged through weathering, vandalism, wind, and other means.

ARTICLE V. FUNDING

1. The City agrees to pay the requisite 13.42% non-federal matching funds for the construction of the off-system portion of the project and associated indirect costs up to the allowable overrun percentage. If construction costs exceed the allowable overrun percentage, and if the State and City agree to award the project, the costs more than the allowable overrun percentage will be paid for by the City.
2. The City is responsible for 100% of non-federal aid eligible costs and for the payback of state and federal funds expended on non-federal aid eligible elements of the Project, if required.
3. It is understood and agreed between the parties that Section 17-1-106, MCA, requires any state agency that receives non-general funds, including MDT, to

identify and recover its indirect costs. These costs are in addition to the direct Project costs.

4. The City will be billed in advance for its local funds, including indirect costs and materials test rate. The billing for the Project's preliminary engineering (PE phase) will be sent within 30 days of this Agreement being signed. The billing for the Project's construction (CN & CE phases) will be sent no fewer than sixty (60) days prior to the Project's anticipated advertisement for letting.
5. The City will submit payment to the State within thirty (30) days of billing. Payments to this Project will be provided to the State in the form of a check to be credited to the Project. The payment(s) should be sent to MDT's Administration Division at:

Montana Department of Transportation
Attention: Collections
2701 Prospect Avenue
P.O. Box 201001
Helena, MT 59620-1001

6. MDT will not submit programming requests to FHWA for individual project phases until the required local funds have been transferred to MDT. The Project will not advance past the Preliminary Engineering (PE) phase until a funding package (CN & CE) for all improvements, including contingencies and overruns, is in place to MDT's satisfaction.
7. If payment is not made by the City within the thirty (30) day period, interest on the unpaid amount will accrue at the rate of 10% per year and continue to accrue until paid in full.
8. MDT will not participate in any future funding Agreement with the City until full payment, including any interest, is received from the City.
9. City agrees that, if the City terminates project development at any time, it will reimburse MDT for all costs incurred by MDT up to the date of the stoppage, including any required payback of Federal funds already expended on the Project.
10. If, after initial payment is made for the Project's construction (CN & CE phases), the bid opening or award by the State is delayed or postponed by thirty (30) days or more or canceled for any reason, the State agrees to refund the City initial payment within thirty (30) days, upon the City written request.
11. The current Project cost estimate, including IDC, materials test rate, and inflation, is shown in Table 1. This estimate will be updated, until Project closeout, at Project milestones and/or as more refined estimates become available. Any such revisions

will be incorporated into this Agreement via Amendment, in accordance with the General Terms and Conditions.

12. The State's Project Manager will inform the City point of contact as soon as possible of anything that it appears will result in a cost increase and will discuss with the City the need for any possible additional funds, alternative designs, and/or reduction of the Project's scope and will consider the City comments and concerns about the additional costs and/or alteration in scope or design. None of this will prevent, delay, or excuse the City from paying for any additional costs deemed necessary by State.
13. The State agrees to award the Project using Federal, State, and City matching funds, provided that the lowest responsive bid does not exceed the allowable overrun percentage shown in Table 2.
14. If the lowest responsive bid exceeds the allowable overrun percentage, as listed in Table 2, the State will contact the City to determine a funding solution agreeable to both Parties.
15. The Parties understand that it is possible that the estimated cost of the Project's construction may be exceeded once the Project has begun.

Table 1 - Project Cost Estimate (Including IDC and Inflation)

Project Phase	Total Cost of Phase	Federal/State Funds	State Matching Funds	City Matching Funds	City Additional Funds
Preliminary Engineering (PE)	\$226,073	\$195,734	\$0	\$30,339	\$0
Construction (CN)	\$645,925	\$559,242	\$0	\$86,683	\$0
Construction Engineering (CE)	\$161,481	\$139,810	\$0	\$21,671	\$0
Subtotal	\$1,033,479	\$894,786	\$0	\$138,693	\$0
IDC	\$99,834	\$86,436	\$0	\$13,398	\$0
Grand Total	\$1,133,313	\$981,222	\$0	\$152,091	\$0

The above costs are estimates and include inflation, current IDC, and materials test rate, which is included in the CN phase.

Table 2 - MDT Guidelines for Awarding Construction Agreements
(Used to determine allowable overrun cost participation based on construction bid award amount)

LOWEST RESPONSIVE BID	ALLOWABLE OVERRUN %
UNDER \$50,000	30%
\$50,000 - \$200,000	25%
\$200,000 - \$500,000	20%
\$500,000 - \$2,000,000	15%
OVER \$2,000,000	10%

ARTICLE VI. GENERAL TERMS AND CONDITIONS

1. **Term** – The term of this Agreement shall be ten (10) years. After the initial ten (10) year term, this Agreement will renew automatically, for successive one (1) year terms, unless superseded by a new Agreement between the parties.

2. **Termination** – This Agreement may be terminated by MDT if the City violates or breaches any term, condition, or article of this Agreement and the City has failed to correct (or reasonably initiate correction) within 60 days of receiving notice in writing addressed to the City's representative, of such violation or breach of any term, condition, or article of this Agreement. If this Agreement is terminated, the improvements become the property of MDT, without reimbursement. MDT will maintain the property as it sees fit and may remove the improvements without City or landowner approval. MDT may seek compensation for maintenance or removal of the improvements from the City.

3. **Other Agreements** – Other Agreements pertaining to the project area remain in full force and effect. In the case of a conflict between this Agreement and a previously executed Agreement, the terms of this Agreement apply.

4. **Hold Harmless & Indemnification**
 - a. The City agrees to protect, defend, indemnify, and hold MDT, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the City's employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of the City, its agents, or sub-contractors, under this Agreement, except the negligence of MDT.
 - b. The State and Department of Transportation agrees to protect, defend, indemnify, and hold the City, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the MDT's employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of MDT, its agents, or sub-contractors, under this Agreement, except the negligence of the City.

5. **Insurance**
 - a. General Requirements: Each party shall maintain for the duration of this Agreement, at its own cost and expense, insurance against claims for injuries

to persons or damages to property that may arise from or in connection with the performance of the duties and obligations in this Agreement by each party, its agents, employees, representatives, assigns, or sub-contractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

- b. General Liability Insurance: Each party shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1 million per occurrence and \$2 million aggregate per year to cover such claims as may be caused by or arising out of any negligent acts or omissions in work or services performed under this Agreement, or as established by statutory tort limits as provided by a public entity self-insurance program either individually or on a pool basis as provided by Mont. Code Ann. Title 2, Chapter 9.
- c. General Provisions: All insurance coverage must be with a carrier licensed to do business in the State of Montana or by a public entity self-insured program either individually or on a pool basis. Each party must notify the other immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. Each party reserves the right to request complete copies of the other party's insurance policy or self-insured memorandum of coverage at any time.
- d. Workers' Compensation Insurance: The City must maintain workers' compensation insurance and require its contractors and its contractor's sub-contractors to carry their own workers compensation coverage while performing work within MDT right-of-way in accordance with Mont. Code Ann. §§39-71-401 and 39-71-405. Neither the contractor nor its employees are employees of MDT. This insurance/exemption must be valid for the entire Agreement period.

6. Public Safety

It is agreed, if any repairs to the elements of the Project must be performed to address or prevent a public hazard, the City will immediately protect the area from public access, contact the appropriate MDT District Maintenance Office, and make reasonable and timely effort to correct or repair the hazard.

7. Invoicing and Indirect Cost (IDC)

- a. If MDT incurs any costs resulting from this Agreement, MDT shall be entitled to be compensated for such costs by the City and the City shall pay the same within thirty (30) days of its receipt of such invoices.

Mont. Code Ann. §17-1-106, requires any state agency, including MDT, which receives non-general funds to identify and recover its indirect costs (IDC). These costs are in addition to direct project costs. MDT's IDC rate is determined annually as a percentage of the project's direct costs to cover the project's share of MDT's IDC as defined by 2 CFR Part 200, Appendix VII. MDT's current IDC

rate is 9.66% for fiscal year 2022 (July 1, 2021 to June 30, 2022). If the work occurs or extends into fiscal year 2021 or beyond the IDC rate will be charged at the rate agreed to by MDT and the Federal Highway Administration (FHWA).

i. Invoice will be sent to:

City of Columbia Falls
Barb Staaland, City Clerk
130 6th St W A
Columbia Falls, MT 59912
staalandb@cityofcolumbiafalls.com

ii. Payments shall be made to:

Montana Department of Transportation
Attention: Collections
2701 Prospect Avenue
PO Box 201001
Helena, MT 59620-1001

8. Choice of Law and Venue – This Agreement shall be governed by the laws of Montana. The parties agree that any litigation concerning this Agreement must be brought in the First Judicial District Court, in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees except as otherwise noted in this agreement. In case of conflict between the terms and conditions of this Agreement and the laws of the State of Montana, the laws of the State of Montana shall control.
9. Binding Effect -- The benefits and obligations set forth in this Agreement shall be binding upon, and inure to the benefit of, their respective successors, administrators and assigns of the Parties.
10. Relationship of Parties -- Nothing contained in this Agreement shall be deemed or construed (either by the parties hereto or by any third party) to create the relationship of principal and agent or create any partnership joint venture or other association between the Parties.
11. Non-Discrimination – The City will require that during the performance of any work arising out of this Agreement the City, for itself, assignees, and successors shall comply with all applicable non-discrimination regulation set forth in Attachment “A” attached hereto and made part of this Agreement.
12. ADA - MDT requires that any construction resulting from this Agreement must include appropriate pedestrian facilities that meet or exceed current MDT standards for accessibility as set forth by the United States Department of Justice 2010 ADA Standards for Accessibility Design, United States Access Board Proposed Guidelines for Pedestrian Facilities in the Public Right-of-Way (2011 PROWAG), and MDT’s detailed drawings, 608 series.

13. Audit – The City grants to the Legislative Auditor and the Legislative Fiscal Analysts the right, without prior notice and during normal business hours, to audit, at their own costs and expense, all records, reports, and other documents, the City maintains in connection with this Agreement.
14. Utilities -- This Agreement is subject to the right of any private or public utility entity now lawfully occupying the right-of-way to continue to operate and maintain utility facilities thereupon. Copies of existing utility permits may be obtained from the MDT District Utility Agent.
15. Amendment and Modification -- This Agreement may be modified or amended only by written Addendum signed by the parties. In addition to the terms and conditions contained herein, the provisions of any Addendum may be incorporated and made a part hereof by this reference in the terms of the amendment so provided. In the event of any conflict between the terms and conditions hereof and the provisions of any Addendum, the provision of the Addendum shall control, unless the provisions thereof are prohibited by law.
16. Representatives
- a. City's Representative: The City's Representative for this Agreement shall be the City Manager or designee or such other individual as City shall designate in writing. Whenever approval or authorization from or communication or submission to City is required by this Agreement, such communication or submission shall be directed to the City's Representative and approvals or authorizations shall be issued only by such Representative; provided, however, that in exigent circumstances when City's Representative is not available, MDT may direct its communication or submission to other designated City personnel or agents.
 - b. MDT's Representative: The MDT Representative for this Agreement shall be the District Administrator or Maintenance Chief or such other individual as MDT shall designate in writing. Whenever direction to or communication with MDT is required by this Agreement, such direction or communication shall be directed to MDT's Representative; provided, however, that in exigent circumstances when MDT's Representative is not available, City may direct its direction or communication or submission to other designated MDT personnel or agents.
17. Counterpart Execution – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

IN WITNESS WHEREOF, MDT's authorized representative has hereunto signed on behalf of the State of Montana, and the City's authorized representative on behalf of the City, has signed and affixed hereto the seal of the City.

STATE OF MONTANA, DEPARTMENT OF TRANSPORTATION

By _____ Date _____
 Montana Department of Transportation

 Approved for Legal Content

 Approved for Civil Rights

CITY OF COLUMBIA FALLS

 Susan Nicosia
 City Manager

Attest:

 Barb Staaland
 City Clerk

ATTACHMENT A: MDT NONDISCRIMINATION AND DISABILITY ACCOMMODATION NOTICE

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, & 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, national
origin, ancestry, age, disability mental or
physical, political or religious affiliations or
ideas, military service or veteran status

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. PARTY will provide notice to its employees and the members of the public that it serves that will include the following:
 - i. Statement that PARTY does not discriminate on the grounds of any protected classes.
 - ii. Statement that 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 PARTY's representative tasked with handling non-discrimination complaints and providing reasonable accommodations under the ADA.

- iv. Information on how to request information in alternative accessible formats.
- c. In accordance with Mont. Code Ann. § 49-3-207, 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 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 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. PARTY must include the above assurance in each contract/agreement the PARTY enters.

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

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

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

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

(7) Pertinent Non-Discrimination Authorities:

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

Federal

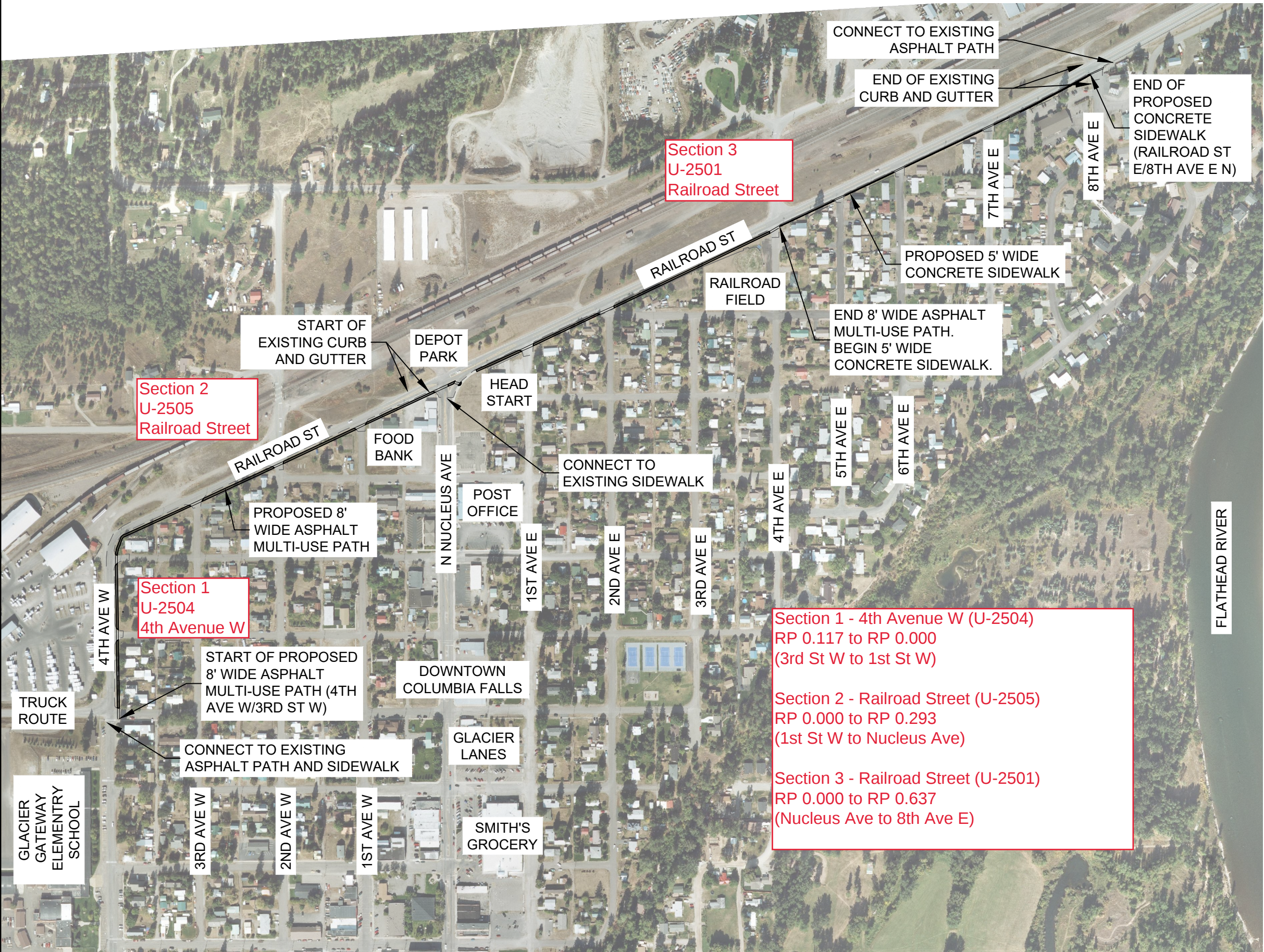
- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair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

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).
- Executive Order 13672 prohibits discrimination in the civilian federal workforce on the basis of gender identity and in hiring by federal contractors on the basis of both sexual orientation and gender identity.

State

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

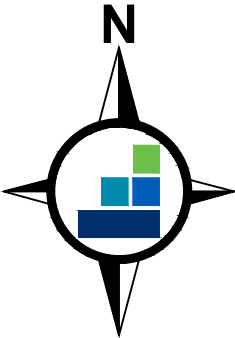
(8) Incorporation of Provisions: The PARTY will include the provisions of paragraph one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and/or directives issued pursuant thereto. The PARTY will take action with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



LEGEND

- PROPOSED 8' MULTI-USE ASPHALT PATH
- PROPOSED 5' CONCRETE SIDEWALK
- PROPOSED CROSSWALK

Item No.5.



Section 1 - 4th Avenue W (U-2504)
RP 0.117 to RP 0.000
(3rd St W to 1st St W)

Section 2 - Railroad Street (U-2505)
RP 0.000 to RP 0.293
(1st St W to Nucleus Ave)

Section 3 - Railroad Street (U-2501)
RP 0.000 to RP 0.637
(Nucleus Ave to 8th Ave E)

4TH AVE W & RAILROAD ST PEDESTRIAN IMPROVEMENTS COLUMBIA FALLS	CITY OF COLUMBIA FALLS MONTANA
PROPOSED SITE PLAN	

December 30, 2021

To: Mayor & Council

From: City Manager Nicosia

RE: City Attorney Contract Renewal – 2022 and 2023 Calendar Years

The City Attorney's office and I met and negotiated the City Attorney Contract for the 2022 and 2023 calendar years. There were no changes to the services to be provided under the contract. The 2022 calendar year contract amount is a 3% increase over the 2021 calendar year. The 3% is similar to the increase provided to City staff and was included in the 21-22 Fiscal Year Budget as approved by City Council.

Additionally, the City Attorney's office requested an additional \$400/month or an additional \$4,800 over the calendar year specifically for the cost of prosecution. As we have reviewed these costs in the past and with the increased enforcement and citations, I concur with this increase and ask Council to approve this additional contract adjustment.

The 2023 contract amount will be adjusted by the greater of 3% or the 2022 CY CPI-U.

The additional services/litigation hourly rate is set at \$205/hour for the two year term, a discounted rate from the current office rate for private clients as well as for MMIA.

I recommend approval of the 2022 and 2023 Calendar Year City Attorney Contract.

CITY OF COLUMBIA FALLS CITY ATTORNEY CONTRACT

THIS CONTRACT, effective the 1st day of January, 2022 by and between the City of Columbia Falls, a Municipal Corporation (hereinafter referred to as the "City") and the firm of BRECK LAW OFFICE, P.C., of Columbia Falls, Flathead County, Montana (hereinafter referred to as "Contractor");

WITNESSETH;

WHEREAS, the City requires legal counsel to advise, defend, and represent the City on matters including, but not limited to, litigation; zoning, planning, development, construction, real estate transactions and other land use matters; municipal assessments; special improvement districts; bond sales, annexation, disability claims, liability claims, election law, and personnel matters; matters relating to water and sewer systems; and law enforcement issues; and

WHEREAS, the City requires legal counsel to prosecute criminal matters before the City Court of Columbia Falls, the District Court of Flathead County, and the Montana Supreme Court; and

WHEREAS, the City Council is authorized by the laws of the State of Montana to enter into this Contract.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, it is hereby agreed as follows:

1. **Representation.** Contractor shall represent the City of Columbia Falls and the City Council in all state and federal courts and all administrative hearings and agencies. Contractor is not expected to represent the City in defending liability and Worker's Compensation matters expected to be covered by existing insurance wherein the insurance contract provides other defense counsel. Contractor shall be designated the City Attorney of Columbia Falls and shall generally be responsible for all civil, criminal, and employment matters. In addition to the aforementioned areas of responsibility, Contractor shall also be responsible for all labor duties requiring the advice, guidance, or negotiation consultation of an attorney.
2. **Consultation.** Contractor shall participate in meetings and conferences, conduct research, and provide general consultation with the City.
3. **Meetings.** Contractor shall attend all scheduled City Council meetings and, as requested and as necessary, all workshops of the City Council.
4. **Opinions.** Contractor shall render oral or written opinions to the City Manager and City Council upon the specific request of those parties.
5. **City Court.** Contractor will be responsible for representation of the City before the Columbia Falls City Court or any appeals therefrom.

6. **Conflicts.** Contractor shall not represent any individual in any adverse hearing or in any court appearance in which the City is an adverse party.

7. **Notice of Claim.** Contractor shall promptly notify the City Manager of any claim, demand, complaint, or cause of action against the City, filed, delivered, or served on Contractor, and the City Manager of the City of Columbia Falls shall promptly notify Contractor to the same effect relative to anything filed, delivered, or served on the City Manager or the City of Columbia Falls or any City Employee in his or her official capacity.

8. **Professional Fees and Expenses.** It is understood that Contractor shall be paid as follows:

a. For the calendar year 2022, the sum of Eighty-four Thousand One Hundred-Sixty Dollars (\$84,160) to be paid in equal installments of Seven Thousand Thirteen Dollars and 33 Cents (\$7,013.33) per month for services rendered hereunder for all services provided including duties resulting from the responsibilities assumed in the area of union labor advice, guidance, negotiation, and consultation. Each monthly payment is payable within five days after the regular City Council meeting where Contractor has presented a request for payment of the amount. The fee for the 2023 calendar year will be based on the greater of a 3% increase or the 2022 Calendar Year CPI-U.

b. Inasmuch as Contractor shall represent the City in all actions brought by or against the City or officials in their official capacities, all litigation, arbitration and preparation therefor, including trial and arbitration preparation, trials, arbitrations, or appeals therefrom, and all civil non-judicial and administrative proceedings (to include real estate notice and sale foreclosures) and appeals therefrom, shall warrant additional compensation at the rate of Two Hundred Five Dollars (\$205.00) per hour. Notwithstanding the foregoing, Contractor shall not be entitled to hourly compensation for criminal prosecutions in the City Court of Columbia Falls nor shall Contractor be entitled to an hourly rate greater than its customary private practice hourly rate. With prior approval of the City Council, Contractor may be paid at the rate of Two Hundred Five Dollars (\$205.00) per hour on those additional occasions, if any, which the City Council deems beyond the normal and reasonable scope of the duties of the City Attorney. Contractor shall provide to the City Manager accurate and complete records of all time spent when billing the City at an hourly rate. Those out-of-pocket expenses which Contractor incurs and which are specifically and directly attributable to City litigation / arbitration, civil non-judicial and administrative proceedings, including court costs, document filing fees, deposition fees, arbitrator fees, mediator fees, travel costs, copies, postage, and long distance telephone calls, shall be reimbursed to Contractor. Said expenses shall be reimbursed by the City in a timely manner upon presentation of appropriate documentation.

c. This contract may be amended by agreement of the parties in connection with adoption of any City budget.

9. **Expenses.** Except for the litigation, arbitration, administrative and civil non-judicial proceeding expenses as set forth above, the City shall not be responsible for any part or

portion of Contractor's day-to-day office expenses or overhead. The City shall provide one complete set of the Montana Code Annotated for use in the Attorney's office.

10. **Assignment.** With prior Council approval, Contractor may assign or subcontract any portion of this contract, including without limitation, all criminal and employment matters, to another law firm located in Flathead County, the principal(s) of which are admitted to practice in the State of Montana and are qualified, by reason of experience and/or education, to perform such duties in a professional manner and consistent with state law.

11. **Municipal Law.** The Contractor agrees to maintain a level of proficiency in the area of municipal law and other areas of the law directly affecting the City. Contractor shall attend the annual City Attorneys meeting unless the Contractor and the City Manager agree that it is unnecessary under the circumstances.

12. **Substitute.** Contractor shall be responsible for having available at no cost to the City a substitute Contractor, acceptable to the City Council, to perform its duties in its absence. Except for unforeseen and unavoidable matters such as medical emergencies, Contractor shall not be absent from the City for a period in excess of six (6) consecutive weeks without prior Council approval.

13. **Independent Contractor.** It is understood that Contractor is an independent contractor and not an employee of the City. Contractor shall submit evidence to the City of Worker's Compensation coverage or exemption therefrom.

14. **Insurance.** Contractor agrees to carry, for the duration of this agreement, professional and/or malpractice insurance in the amount of \$500,000/\$500,000. Notice shall be given to the City by Contractor not less than sixty (60) days prior to any termination or material modification of coverage.

15. **Indemnification.** Contractor shall protect, appear, defend, save harmless and indemnify the City from and against all claims, suits, actions and costs arising from negligent actions or omissions or those of its agents or employees in the performance of this Contract.

16. **Non-Discrimination in Employment and Client Services.** During the performance of this Contract, Contractor agrees that no person shall, on grounds of race, creed, color, national origin, gender, marital status, age, religion, or on the presence of any sensory, mental or physical handicap, be excluded from full employment rights with Contractor. Neither shall Contractor discriminate against any employee or applicant for employment for the above reasons; provided, however, that prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular work involved.

17. **Non-Discrimination in Provided Services.** Contractor shall not, on the grounds of race, color, gender, religion, national origin, creed, marital status, age, or the presence of any sensory, mental or physical handicap:

- a. Deny any individual services or benefits provided under this Contract;

b. Subject any individual to segregation or separate treatment in any manner related to his or her receipt of any services or other benefits provided under this Contract; or

c. Deny any individual an opportunity to participate in any program or services provided by this Contract.

18. **Termination.** Contractor may be removed or suspended during the term of this Contract if done so pursuant to Section 7-4-4603, M.C.A. (2005).

19. **Term of Contract.** The term of this Contract shall be two (2) years and shall expire on December 31, 2023. Notwithstanding the foregoing, the Mayor, subject to approval by the City Council, shall have the discretion to reappoint or not reappoint Contractor at the end of the two (2) year appointment term ending December 31, 2023.

20. **Survival.** If any term, provision, or paragraph of this contract, or the application thereof be invalid or unenforceable, the remainder of this contract shall not be affected thereby and each of the remaining terms, provisions, and paragraphs of the contract shall be valid and enforceable to the extent permitted by law.

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals.

CITY OF COLUMBIA FALLS,
A Municipal Corporation

By: _____
SUSAN M. NICOSIA, City Manager

Dated: _____

ATTEST:

City Clerk

BRECK LAW OFFICE, P.C.

By: _____
JUSTIN G. BRECK

Dated: _____

Doyle & Associates, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

103 Tyler Way, Suite 2 ♦ P.O. Box 446

Lolo, MT 59847

Phone: (406) 273-0700 ♦ Fax: (406) 273-4300

www.doyleandassoc.com

November 18, 2021

City Manager, Mayor, and City Council
City of Columbia Falls
Flathead County, Montana

We have audited the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Columbia Falls, Flathead County, Montana (the "City") for the year ended June 30, 2020. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated November 12, 2020. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practice

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note A to the financial statements. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the government-wide financial statements and component unit were management's estimate of the retiree health care costs (OPEB), net pension liabilities, and capital asset depreciation.

The OPEB liability is based on management's analysis using the Alternative Method in accordance with generally accepted accounting principles. We evaluated the key factors and assumptions used by management in the determination that the OPEB liability is immaterial and therefore not reported, is reasonable in relation to the financial statements taken as a whole.

Management's estimate of the net pension liability in the government-wide and discretely presented component unit financial statements is based on actuarial valuations and the notes and required supplementary information describe the assumptions used and other information used by the actuary to arrive at the net pension liabilities and respective deferred outflows and deferred inflows. We evaluated the key factors and assumptions used to develop the net pension liabilities in determining that they are reasonable in relation to the financial statements taken as a whole.

Depreciation expense is based on the straight line method over the useful lives of the capital assets. We evaluated the key factors and assumptions used by management to develop the estimated depreciation expense in determining that it is reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. None of the misstatements detected as a result of audit procedures were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated November 18, 2021.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the City's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the Schedule of Revenues Expenditures, and Changes in Fund Balances – Budget and Actual General Fund and Major Special Revenue Funds, Schedules of City's Share of Net Pension Liability, Schedules of City's Pension Plan Contributions, and Schedule of Columbia Falls Firefighter Relief Association Total Pension Liability and Schedule of Changes in Total Pension Liability (Component Unit), which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we

obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

Restriction on Use

This information is intended solely for the information and use of the Mayor, City Manager, City Council, other members of management of the City of Columbia Falls, Flathead County, Montana, and State of Montana Department of Administration, Local Government Services Bureau and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Doyle & Associates, P.C.

CITY OF COLUMBIA FALLS
AUDIT PUBLICATION STATE-
MENT

The fiscal year 2020 audit of the City of Columbia Falls, Flathead County, Montana, has been conducted by Doyle and Associates, P.C. Certified Public Accountants. The audit covered the fiscal year ended June 30, 2020. Montana Code Annotated (MCA) Section 2-7-521 requires the publication of the following summary of Significant Audit Findings. This is only a summary and is not intended to be used as an audit report.

Summary of Significant Findings. The audit report for the City of Columbia Falls, Flathead County, Montana, for the year ended June 30, 2020 contained the following independent auditor's reports:

1. The independent auditor's report on the City's basic financial statements was unmodified.

2. The independent auditor's report on the City's internal control over financial reporting and on compliance and other matters reported no findings.

Public Inspection of Audit Report. The audit report is on file in its entirety and can be viewed on the City's website at <http://cityofcolumbiainfalls.org/admin-finance>. The audit report is also open to public inspection at City Hall, 130 6th Street West, Room A, Columbia Falls, MT 59912. The City will send a copy of the audit report to any interested person upon request.

Barb Staaland
Barb Staaland
City Clerk

December 12, 2021
MNAXLP

STATE OF MONTANA

FLATHEAD COUNTY

AFFIDAVIT OF PUBLICATION

MARY BOOTH BEING DULY
SWORN, DEPOSES AND SAYS: THAT SHE IS THE LEGAL
CLERK OF THE **DAILY INTER LAKE** A DAILY
NEWSPAPER OF GENERAL CIRCULATION, PRINTED AND
PUBLISHED IN THE CITY OF KALISPELL, IN THE
COUNTY OF FLATHEAD, STATE OF MONTANA, AND
THAT **NO. 28211**

LEGAL ADVERTISEMENT WAS PRINTED AND
PUBLISHED IN THE REGULAR AND ENTIRE ISSUE OF
SAID PAPER, AND IN EACH AND EVERY COPY THEREOF
ON THE DATES OF DECEMBER 12, 2021

AND THE RATE CHARGED FOR THE ABOVE
PRINTING DOES NOT EXCEED THE MINIMUM
GOING RATE CHARGED TO ANY OTHER
ADVERTISER FOR THE SAME PUBLICATION,
SET IN THE SAME SIZE TYPE AND PUBLISHED
FOR THE SAME NUMBER OF INSERTIONS.

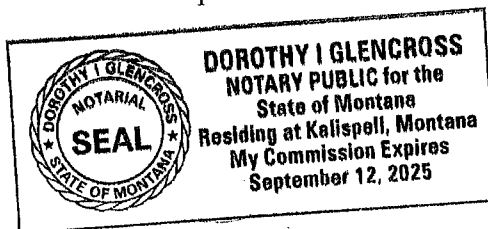
Mary Booth

Subscribed and sworn to
Before me this, December 12, 2021

Dorothy I. Glencross

Dorothy I. Glencross

Notary Public for the State of Montana
Residing in Kalispell
My commission expires 9/12/2025



RESOLUTION NO. 1868

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUMBIA FALLS, MONTANA, AMENDING THE 2021-22 FISCAL YEAR REVENUES AND APPROPRIATIONS BUDGET TO ACCOUNT FOR THE EDA PROJECT

WHEREAS, the City was officially awarded an EDA Grant for the 12th Ave West Roadway and Utilities Improvement Project after the 2021-22 Fiscal Year Budget was adopted;

WHEREAS, the City must account for the federal EDA grant funding as well as the private contributions and City match in a Special Revenue Fund pursuant to grant reporting requirements as well as generally accepted accounting principles; and

WHEREAS, the City match funds were originally budgeted as a capital expenditure in Fund 2310 Tax Increment District Fund; and

WHEREAS, Section 7-6-4006, MCA provides for the adjustment of appropriations by the governing body for previously unbudgeted revenue that will fund the appropriations; and

WHEREAS, Fund 2959 EDA will be established by the City Finance Director to account for all revenues and expenditures associated with the 12th Ave West Roadway and Utilities Improvement Project.

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

Section One: Special Revenue Fund “2959 EDA Fund” of the City of Columbia Falls is hereby established as follows:

Revenues		
2959-331040 Econ. Development Act-EDA		\$ 633,146
2959-365000 Contribution		\$ 320,000
2959-383000 Interfund Operating Transfer		\$ 313,146
(from 2310)		
	Total Revenues	\$1,266,292
Expenditures (Appropriations)		
2959-470300-930 New Improvements		\$1,266,292
Amend Fund 2310 expenditures as follows:		
2310-470300-930 New Improvements		\$(313,146)
2310-520100-820 Operating Transfer Out		\$ 313,146
(to Fund 2959)		

Section Two: The City Council hereby authorizes the City Finance Director to establish Fund 2959 EDA Fund appropriation and revenues as noted in Section One and amend Fund 2310 for the 2021-22 fiscal year.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF COLUMBIA FALLS, MONTANA THIS 3rd DAY OF JANUARY, 2022, THE COUNCIL VOTING AS FOLLOWS:

AYES:
NOES:
ABSENT:

City Clerk

APPROVED BY THE MAYOR OF COLUMBIA FALLS, MONTANA THIS 3RD DAY OF
JANUARY, 2022.

Item No.8.

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 1869

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUMBIA FALLS, MONTANA ESTABLISHING THE CITY BUSINESS LICENSE FEES FOR THE 2022 CALENDAR YEAR

WHEREAS, the City of Columbia Falls issues business licenses pursuant to Title 5 Chapter 01 of the Columbia Falls Municipal Code; and

WHEREAS, pursuant to Title 5.01.040(A), the annual license fees are set by resolution; and

WHEREAS, the City of Columbia Falls deems it in the best interest of the City to leave the annual and seasonal fees as previously established by ordinance.

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

Section One. The City Council hereby adopts the 2022 Calendar Year Business Licenses as follows:

Annual - \$40 January – December (Prorated per Quarter)

Quarterly – Seasonal or Temporary:

Jan – March	\$12.50
April-June	\$12.50
July-Sept.	\$12.50
Oct.-Dec.	\$12.50

Special Event Business License \$10 per 3-day event

Section Two. This Resolution shall become effective immediately upon its final passage and adoption by the City Council.

PASSED AND APPROVED BY THE CITY COUNCIL OF COLUMBIA FALLS, MONTANA THIS 3rd DAY OF JANUARY, 2022, THE COUNCIL VOTING AS FOLLOWS:

AYES:

NOES:

ABSENT:

City Clerk

APPROVED BY THE MAYOR OF COLUMBIA FALLS, MONTANA THIS 3RD DAY OF JANUARY, 2022.

Mayor

ATTEST:

City Clerk

Columbia Falls Police Department
Monthly Activity Report
November 2021

Police	November					5 Year Average
	2021	2020	2019	2018	2017	
Arrests (Total)	19	18	40	35	22	27
Adult	18	17	26	28	22	22
Juvenile	1	1	14	7	0	5
Accidents Investigated	9	14	11	9	11	11
Stolen Property (Value)	48464	4889	1180	2030	4890	12291
Stolen Property (Recovered)	40000	0	0	0	372	8074
Criminal Mischief (Incidents)	9	3	5	5	1	5
Damage Amount	2711	100000	715	50	100	20715
Misdemeanor Citations Issued	69	95	117	86	104	94
Traffic Offenses	66	81	108	79	88	84
Cell Phone Violations	2	21	33	0	2	12
DUI Offenses	2	5	4	2	2	3
Drug Offenses	2	4	9	2	1	4
Traffic Stops	118	126	205	226	176	170
Court Fines and Forfeitures	15519	14396	10892	12586	14743	13627
Miles Patrol	7470	6945	7075	6110	5955	6711
911 Phone Calls	115	141	117	72	60	101
Incident Reports	811	789	754	850	737	788
Disturbances/Assaults	20	40	26	23	16	25
Felony Investigations	9	6	7	7	3	6
Business Checks	61	59	40	46	60	53
Welfare Checks	14	11	8	16	7	11
Citizen Assist	45	48	47	110	73	65
Agency Assist	48	41	42	47	56	47

**CITY OF COLUMBIA FALLS
CORRESPONDENCE LIST
COUNCIL MEETING
January 03, 2022**

12/30/21 – 2022 Executive Forum invite on March 2-4

12/29/21 Letter from DEQ-rulemaking on proposed amendments to Administrative Rules of Montana 17.30.1304

12/27/21 Trumbull Creek Times Newsletter

12/13/21 Letter from the Office of Public Instruction, RE: Support of FWP Bad Rock Canyon Wildlife Management Area

12/06/21 Letter from Montana Department of Commerce-RE: Community Development Block Grant CARES (CDBG-CV) Application Status