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

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

CITY COUNCIL REGULAR MEETING
AGENDA
MONDAY, AUGUST 07, 2023
COUNCIL CHAMBERS CITY HALL

FINANCE COMMITTEE – 6:30 P.M

(Barnhart, King, Piper)

CONTACT CITY CLERK BARB STAALAND BY 6:00 PM THE DAY OF THE MEETING TO OBTAIN VIRTUAL MEETING INFORMATION BY EMAILING STAALANDB@CITYOFCOLUMBIAFALLS.COM OR CALLING (406) 892-4391

REGULAR MEETING – 7:00 P.M.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

CONSENT AGENDA:

1. Approval of Claims - August 7, 2023 - $122,876.54
2. Approval of Payroll Claims - July 21, 2023 - $170,520.26
3. Approval of Payroll Claims - August 4, 2023 - $116,287.63
4. Approval of July 17, 2023 Regular City Council Meeting Minutes
5. Approval of Memorandum of Agreement - Non-Transport Agencies - Flathead County EMS June 1, 2023 - May 31, 2024 and authorize City Manager to Execute
6. Accept Infrastructure - Urban Woods Subdivision
7. Approval of CJIN Agency Agreement between MT Dept of Justice and Columbia Falls Police Department and Authorize Chief Peters to execute

PRESENTATIONS:

EPA Officials will present the proposed clean up plan for the CFAC Property

8. EPA Presentation - Proposed Cleanup Plan for the CFAC Site by Matthew Dorrington, Remedial Project Manager

   Reminder from Missy Haniewicz, Community Involvement Coordinator, EPA:

   There is one month remaining to comment on the Columbia Falls Aluminum Company Superfund site proposed cleanup plan. The comment period ends on August 31, 2023. You can review the proposed cleanup plan and fact sheet online, as well as the feasibility study completed for the site in 2021. You don't have to be an expert to comment! All community members are encouraged to share their thoughts – we greatly appreciate your participation.

   Please email questions or comments.
   You can also send comments by mail to:
   US EPA
   Attention: M Haniewicz
   1595 Wynkoop Street
   Denver, CO 80202

VISITORS/PUBLIC COMMENT (Items not on agenda)

NOTICE OF PUBLIC HEARINGS/PUBLIC HEARINGS:

2023-24 Fiscal Year Budget Hearings continued

9. City Manager Nicosia will continue to present the 23-24 FY budget until adopted.

NEW BUSINESS:

10. Award Chip Seal Bid - Pavement Maintenance Solutions Inc - $4.09/SY
11. Approval of MT DOC HOME Investments Partnerships Program Contract # MT-HOME-HBA-23-01 and authorize City Manager to execute
12. Approval of Mutual Release of All Claims and Settlement Agreement - Civil Cause No. DV-15-2022-939D and Authorize City Manager to Execute

REPORTS / BUSINESS FROM MAYOR & COUNCIL

13. Housing Discussion Continued

CITY MANAGER REPORT

CITY ATTORNEY REPORT

MISCELLANEOUS

14. Fire Dept - July 2023 Activity

15. Correspondence

ADJOURN

Next Scheduled Meetings:
City Council – Regular Meeting, **Monday, July 21, 2023**– 7:00 PM
Planning Board – TBD (Tentative - Tuesday, September 12, 2023 - 6:30 PM

Item No.1.

For the Accounting Period: 8/23

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund	Org	Acct	Object	Proj	Cash Account
		*** Claim from another period (7/23) ****									
44750		3112 406 CLEANING OF COLUMBIA FALLS	3,400.00								
		250 07/25/23 FAC-JULY JANITORIAL SERVICE	3,400.00*			1000		411200	399		101000
		Total for Vendor:	3,400.00								
		*** Claim from another period (7/23) ****									
44758		1606 ANYTIME LOCK & SAFE	8.85								
KEYS											
		86174 07/19/23 SWR- KEYS	8.85*			5310		430600	220		101000
		Total for Vendor:	8.85								
		*** Claim from another period (6/23) ****									
44766		3174 BNSF RAILWAY COMPANY	6,845.23								
SERVICES PROVIDED THROUGH JUNE, 3, 23.											
		90254551 07/14/23 EDA PROJECT 12TH AVE	6,845.23			2959		470300	354		101000
		Total for Vendor:	6,845.23								
44806		999999 BREA DOUCETTE	133.57								
		080423 08/04/23 WTR-DEPOSIT REFUND	133.57			5210		214010			101000
		Total for Vendor:	133.57								
44802		1700 BRECK LAW OFFICE, PC	8,739.62								
SEPT 2023											
		070623 07/06/23 LGL-FEES FOR SEPT 2023	1,830.17*			1000		411100	350		101000
		070623 07/06/23 CITY COURT-FEES FOR SEPT 2023	3,730.44*			1000		410365	350		101000
		070623 07/06/23 WTR-FEES FOR SEPT 2023	601.38*			5210		430500	350		101000
		070623 07/06/23 SWR-FEES FOR SEPT 2023	601.38*			5310		430600	350		101000
		070623 07/06/23 PLG/ZONING-FEES FOR SEPT 2023	300.69*			1000		411000	350		101000
		070623 07/06/23 PD-FEES FOR SEPT 2023	121.55*			1000		420100	399		101000
		070623 07/06/23 WTR-FEES FOR SEPT 2023	27.01*			5210		430500	357		101000
		070623 07/06/23 SWR-FEES FOR SEPT 2023	39.94*			5310		430600	357		101000
		070623 07/06/23 STRS-FEES FOR SEPT 2023	54.02*			2500		430200	399		101000
		070623 07/06/23 LGL-ADD'L FEES FOR SEPT 2023	162.04*			1000		411100	350		101000
		073123 07/31/23 LGL-CAHILL CIVIL CLAIM	1,271.00*			1000		411100	351		101000
		Total for Vendor:	8,739.62								

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund	Org	Acct	Object	Proj	Cash Account
		*** Claim from another period (7/23) ****									
44769		184 CENEX HARVEST STATES COOP	2,660.32								
2000 GALLONS @ 1.6400 PER GALLON CONTRACT AMT $3280.00 LESS CREDIT 619.68 AMOUNT DUE 2660.32											
		072623 07/13/23 FD-2000GAL PROPANE	2,660.32*			1000		420400	344		101000
		Total for Vendor:	2,660.32								
		*** Claim from another period (7/23) ****									
44744		3028 CENTURYLINK - BUSINESS SERVICES	337.87								
INTERNET SERVICES 06/16/23-07/16/23											
		648704976 07/16/23 COMP-06/16-07/16/23	337.87*			1000		410580	345		101000
		Total for Vendor:	337.87								
		*** Claim from another period (7/23) ****									
44752	E	2852 CHARTER COMMUNICATIONS	412.66								
		070123 07/01/23 PD-INTERNET 7/1-7/30/23	274.70*			1000		420100	345		101000
		070123 07/01/23 SWR-INTERNET 7/6-8/5/23	137.96*			5310		430600	345		101000
		Total for Vendor:	412.66								
		*** Claim from another period (7/23) ****									
44756		14 CITY OF COLUMBIA FALLS	4,181.48								
		072423 07/24/23 FAC-6/19-7/17/23	297.66*			1000		411200	342		101000
		072423 07/24/23 FD- 6/19-7/17/23	42.83*			1000		420400	342		101000
		072423 07/24/23 PRKS-6/19-7/17/23	2,957.25*			1000		460400	342		101000
		072423 07/24/23 STRS-6/19-7/17/23	103.24*			2500		430200	342		101000
		072423 07/24/23 WTR-6/19-7/17/23	77.54*			5210		430500	342		101000
		072423 07/24/23 SWR-6/19-7/17/23	121.53*			5310		430600	342		101000
		072423 07/24/23 POOL-6/19-7/17/23	581.43*			1000		460445	342		101000
		Total for Vendor:	4,181.48								
		*** Claim from another period (6/23) ****									
44763		3173 CIVICPLUS, LLC	3,500.00								
5/1/2023-4/30/24											
		257341 05/01/23 MUNICODE SELF-PUBLISH SOFTWARE	1,700.00			1000		510300	300		101000
		257184 05/01/23 MUNICODE WEB CIVIC OPEN RENWAL	1,800.00*			1000		410580	355		101000
		Total for Vendor:	3,500.00								
		*** Claim from another period (7/23) ****									
44738		1711 COMFORT SYSTEMS USA	545.75								
INSPECTED DRAFT ON BOILER FOR POOL HOUSE CLEANED CORROSION AND SOOT BUILDUP ON HEAT EXHANGER. INSPECTED BURNERS AND DRAFT AT THE MANIFOLD											
		92013614 07/20/23 POOL Inspected/cleaned boile	545.75*			1000		460445	360		101000
		Total for Vendor:	545.75								

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		*** Claim from another period (7/23) ****									
44753		3026 DAILY INTER LAKE	339.50								
		NO. 29584 07/09/23 FIN-CHIP SEALING	339.50*			1000		410500	331		101000
		Total for Vendor:	339.50								
		*** Claim from another period (7/23) ****									
44728		3182 EFFICIENT SERVICES	162.50								
REPAIR IRRIGATION AT HCL PARK											
		1020 07/18/23 PRKS-START UP & MX REPAIRS	162.50*			1000		460400	360		101000
		Total for Vendor:	162.50								
		*** Claim from another period (7/23) ****									
44755		2501 ENCOMPASS SUPPLY	305.86								
		91667 07/20/23 SWR-nitrile powder free gloves	34.43*			5310		430600	220		101000
		91667 07/20/23 SWR-nitrile black gloves	50.00*			5310		430600	220		101000
		91667 07/20/23 SWR-nitrile orange gloves	221.43*			5310		430600	220		101000
		Total for Vendor:	305.86								
		*** Claim from another period (7/23) ****									
44723		2589 FASTSIGNS WHITEFISH	105.70								
		489-27780 07/18/23 PRKS TRUCK DECALS	52.85*			1000		460400	220		101000
		489-27780 07/18/23 STREETS TRUCK DECALS	52.85*			2500		430200	220		101000
		Total for Vendor:	105.70								
		*** Claim from another period (7/23) ****									
44783		438 FERGUSON WATERWORKS	38.46								
STOCK											
		0860235 07/20/23 WTR- BLUE SHOP TOWELS	38.46*			5210		430500	220		101000
		Total for Vendor:	38.46								
44801		3104 FIRST CALL COMPUTER SOLUTIONS,	1,800.00								
		89585 08/01/23 COMP-AUG IT SERVICES	1,800.00*			1000		410580	355		101000
		Total for Vendor:	1,800.00								
		*** Claim from another period (7/23) ****									
44731		240 FLATHEAD CONCRETE PRODUCTS, INC.	192.00								
BEAR PROOF TRASH CAN ANCHOR PADS											
		24360 07/12/23 PRKS- BEARPROOF ANCHOR PADS	192.00*			1000		460400	220		101000
		Total for Vendor:	192.00								

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	*** Claim from another period (7/23) ****								
44777	1892 FLATHEAD COUNTY	225.00							
	6104 07/18/23 OWNER LIST- CROOKED CREEK	75.00*			1000	411000	390		101000
	6097 07/10/23 OWNER LIST-OWENS	75.00*			1000	411000	390		101000
	6111 07/28/23 OWNER LIST-TRINA	75.00*			1000	411000	390		101000
	Total for Vendor:	225.00							
44799	24 FLATHEAD COUNTY TREASURER	942.50							
	080223 08/02/23 CRT-TECH SUR 7/23	482.50			1000	212201			101000
	080223 08/02/23 CRT-LEA/CRIM CONV SURCHRG 7/23	460.00			1000	212201			101000
	Total for Vendor:	942.50							
	*** Claim from another period (7/23) ****								
44743	3113 GLOBAL ARCHIVES INC	166.32							
	2023831 07/25/23 WTR-MONTHLY STORAGE AS BUILTS	83.16*			5210	430500	363		101000
	2023831 07/25/23 SWR-MONTHLY STORAGE AS BUILTS	83.16*			5310	430600	363		101000
	Total for Vendor:	166.32							
	*** Claim from another period (7/23) ****								
44782	2806 HANSON'S HARDWARE	524.11							
	606653 07/14/23 POOL- 32 GAL REFUSCAN	51.98*			1000	460445	220		101000
	606547 07/06/23 PRKS- TRIMMER LINE	9.49*			1000	460400	220		101000
	606675 07/17/23 PRKS- XL BLU GLOVE	16.99*			1000	460400	220		101000
	606544 07/06/23 PRKS- TRIMMER LINE	41.98*			1000	460400	220		101000
	606622 07/12/23 PRKS- AP CLEANER	4.99*			1000	460400	224		101000
	606770 07/23/23 PRKS- RAKE SHOVEL	47.98*			1000	460400	212		101000
	606679 07/25/23 PRKS- PLUMBING GOOP	7.49*			1000	460400	240		101000
	606594 07/10/23 PRKS-PAINT SUPPLIES/BRUSH/	270.21*			1000	460400	220		101000
	606592 07/10/23 SWR- HIVIS PLUG	14.98*			5310	430600	240		101000
	606640 07/13/23 FAC- TEE LL SB 4X3	16.99*			1000	411200	220		101000
	606708 07/19/23 PRKS- LATCHING BOX/MEAS CUP	13.98*			1000	460400	220		101000
	606702 07/18/23 PRKS- AIR FRESHNER	4.58*			1000	460400	220		101000
	606824 07/27/23 FAC- LIGHTS IN FOYER/CITY HALL	22.47*			1000	411200	220		101000
	Total for Vendor:	524.11							
	*** Claim from another period (6/23) ****								
44761	1119 HDR ENGINEERING, INC.	54,845.46							
WWTP AND SEWER IMPROVEMENTS PROJECT INVOICE #16 6/4/23-7/1/23									
	1200539258 07/13/23 SWR ARPA INV #16 THRU 7/1/	54,845.46			5310	430600	930		101000
	Total for Vendor:	54,845.46							

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		*** Claim from another period (7/23) ****									
44773		1659 HIGH COUNTRY LINEN SUPPLY	298.11								
		0556273 07/17/23 FAC-CITY HALL, POLC, CRT, FIN	261.54*			1000		411200	224		101000
		0556274 07/17/23 FAC-FIRE HALL	36.57*			1000		411200	224		101000
		Total for Vendor:	298.11								
		*** Claim from another period (7/23) ****									
44729		260 INSTY-PRINTS OF KALISPELL	120.00								
		256479 07/10/23 PD-LUNA/HALL BIZ CARDS	120.00*			1000		420100	210		101000
		Total for Vendor:	120.00								
		*** Claim from another period (7/23) ****									
44768		2849 J2 BUSINESS PRODUCTS	578.63								
PARK BATHROOMS CLEANING SUPPLIES											
		1303355-0 07/11/23 PRKS- CLEANER/SPRAY/HDQ	48.12*			1000		460400	224		101000
		1306979-0 07/26/23 FIN- LEGAL FILE FOLDERS	37.77*			1000		410500	210		101000
		1307289-0 07/26/23 POOL- HALT CLEANER	14.26*			1000		460445	220		101000
		1307213-0 07/26/23 PRKS- TOWEL/BATH2PLY/56GL B	478.48*			1000		411200	224		101000
		Total for Vendor:	578.63								
		*** Claim from another period (7/23) ****									
44730		1504 KALISPELL COPY CENTER	89.55								
		243538 07/13/23 STRS-18"X18" FLAG (QTY 7)	41.65*			2500		430200	242		101000
		243894 07/21/23 SWR- EARMUFF/HARDHAT	47.90*			5310		430600	226		101000
		Total for Vendor:	89.55								
44808		999999 KRISTEN BARNEY	215.22								
		080423 08/04/23 WTR-DEPOSIT REFUND	215.22			5210		214010			101000
		Total for Vendor:	215.22								
		*** Claim from another period (7/23) ****									
44765		1080 LES SCHWAB TIRE CENTER	2,508.77								
		28897 07/07/23 PD-UNIT #20 TIRES	1,239.84*			1000		420100	361		101000
		28469 07/05/23 SWR-UNIT #16 FLAT REPAIR	44.99*			5310		430600	361		101000
		32073 07/26/23 PD- UNIT #21 NEW ROTOR/BRAKES	1,223.94*			1000		420100	361		101000
		Total for Vendor:	2,508.77								
		*** Claim from another period (7/23) ****									
44741		735 MASTER TECH REPAIR	35.00								
		0189-49 07/18/23 FD- ONE BELT	35.00*			1000		420400	240		101000
		Total for Vendor:	35.00								

* ... Over spent expenditure

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		*** Claim from another period (7/23) ****							
44797		3215 MCLAUCHLIN ENTERPRISE, LLC	266.57						
		1008 07/18/23 SWR- GENERATOR/DYE DIESEL	266.57*			5310 430600	231		101000
		Total for Vendor:	266.57						
44804		43 MONTANA ENVIRONMENTAL LABORATORY	636.00						
STATEMENT ENDING 07/31/23									
		2306548 07/07/23 WTR-COLIFORM 2EA	87.00*			5210 430500	394		101000
		2306455 07/06/23 WTR-COLIFORM 5EA	145.00*			5210 430500	394		101000
		2306417 07/14/23 SWR-AMMONIA/HEM/TKN	191.00*			5310 430600	394		101000
		2306190 07/05/23 SWR-NITRATE+NITRITE, TKN	66.00*			5310 430600	394		101000
		2306418 07/10/23 SWR-DISOLVED ALUMINUM	15.00*			5310 430600	394		101000
		2306756 07/18/23 SWR-NITRATE+NITRITE, TKN	66.00*			5310 430600	394		101000
		2307071 07/25/23 SWR-NITRATE+NITRITE, TKN	66.00*			5310 430600	394		101000
		Total for Vendor:	636.00						
		*** Claim from another period (7/23) ****							
44786		3213 MONTANA FENCE	1,267.90						
		50740 07/21/23 STRS- STOP SIGN POLE 10 EA	1,267.90*			2500 430200	242		101000
		Total for Vendor:	1,267.90						
		*** Claim from another period (7/23) ****							
44791		44 MONTANA LEAGUE OF CITIES AND	101.67						
		ML00957 07/25/23 MANGAN & BENNION SUPRT EXPENS	101.67*			1000 410100	399		101000
		Total for Vendor:	101.67						
		*** Claim from another period (7/23) ****							
44780		2707 MOUNTAIN ALARM	100.75						
ALARM MONITORING 8/1-8/31/23									
		3745966 08/01/23 FAC-CITY HALL AUGUST 2023	47.35*			1000 411200	366		101000
		3744979 08/01/23 FAC-FD AUGUST 2023	53.40*			1000 411200	366		101000
		Total for Vendor:	100.75						
		*** Claim from another period (7/23) ****							
44760		1247 MURDOCH'S RANCH & HOME	291.97						
		072623 07/26/23 PRKS- 2" DROP BALL MOUNT	51.99*			1000 460400	232		101000
		072623 07/26/23 PRKS- ARTS WEEDEATER	229.99*			1000 460400	212		101000
		1276067 07/06/23 PRKS-32GB MICRO SD CARD	9.99*			1000 460400	220		101000
		Total for Vendor:	291.97						

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		*** Claim from another period (7/23) ****									
44739		52 NAPA AUTO PARTS	71.60								
		051523 07/17/23 SWR-SHOP TOWELS	11.99*			5310	430600		220		101000
		051569 07/17/23 FD-LIGHT BULB	12.56*			1000	420400		232		101000
		052853 07/27/23 FD-TIRE FOAM/CONTOUR TIRE	13.18*			1000	420400		220		101000
		051569 07/17/23 FD-LIQ METAL/BLUE MAGIC/TAPE	33.87*			1000	420400		220		101000
		Total for Vendor:	71.60								
		*** Claim from another period (7/23) ****									
44790		520 NORCO, INC.	12.71								
		38336212 07/31/23 STRS-CYLNDR RENT JULY 2023	12.71*			2500	430200		220		101000
		Total for Vendor:	12.71								
		*** Claim from another period (6/23) ****									
44793		2816 O'REILLY AUTO PARTS	32.33								
		435796 06/22/23 STR- BLOW GUN	9.60*			2500	430200		220		101000
		436383 06/26/23 STR- AIR SQUIRTER/BLOWER	13.74*			2500	430200		220		101000
		436797 06/29/23 SWR- TERMINAL KIT	8.99*			5310	430600		240		101000
		*** Claim from another period (7/23) ****									
44794		2816 O'REILLY AUTO PARTS	98.65								
		438559 07/10/23 SWR- BLOW GUN	39.62*			5310	430600		220		101000
		439172 07/13/23 FAC- MINI BULB	6.59*			1000	420100		232		101000
		438879 07/12/23 STR- TUB OF TOWELS	15.99*			2500	430200		220		101000
		438499 07/09/23 PD- OIL FOR DURANGOS/TRUCK	36.45*			1000	420100		231		101000
		Total for Vendor:	130.98								
		*** Claim from another period (7/23) ****									
44759		3085 ORTHOPEDIC REHAB INC	200.00								
		072623 07/17/23 SWR- PHYSICAL KATHLEEN	200.00*			5310	430600		399		101000
		Total for Vendor:	200.00								
		*** Claim from another period (7/23) ****									
44734		2932 PIONEER CHEMICAL SUPPLY LLC	7,906.36								
3" ACCU TABS 60LB BUCKET											
		12892 07/10/23 POOL-ACCU TABS QTY 24 BUCKETS	7,906.36*			1000	460445		221		101000
		Total for Vendor:	7,906.36								
		*** Claim from another period (7/23) ****									
44735		1888 PLETCH ELECTRIC INC	1,625.00								
		5610 07/12/23 PKS waterfall labor & material	1,625.00*			1000	460400		366		101000
		Total for Vendor:	1,625.00								

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	*** Claim from another period (7/23) ****								
44785	3193 POMP'S TIRE SERVICE INC	813.36							
2017 FORD F350 SD SPIN BALANCE, TRANSFORCE WORK, TORQUE.									
	2090003494 07/27/23 WTR- BALANCE/TRANSFORCE	813.36*			5210	430500	361		101000
	Total for Vendor:	813.36							
	*** Claim from another period (7/23) ****								
44757	3192 POP A SQUAT PORTABLES	665.00							
JUNE									
	13837 07/25/23 PRKS-7 PORTA POTTIES 07/23	665.00*			1000	460400	399		101000
	Total for Vendor:	665.00							
	*** Claim from another period (7/23) ****								
44792	336 QUALITY CONTROL SERVICES, INC.	380.00							
	71679 07/14/23 SWR-BALANCE,SPECTROPHOTO	380.00*			5310	430600	399		101000
	Total for Vendor:	380.00							
	*** Claim from another period (7/23) ****								
44764	243 SAFEGUARD Q B S	641.85							
	9001825670 07/06/23 CLAIM CHECKS	641.85*			1000	410500	210		101000
	Total for Vendor:	641.85							
44807	999999 SAMUEL BEOUGHER	222.01							
	080423 08/04/23 WTR-DEPOSIT REFUND	222.01			5210	214010			101000
	Total for Vendor:	222.01							
	*** Claim from another period (6/23) ****								
44771	1042 SANDS SURVEYING, INC.	977.50							
	37525 07/25/23 P/Z-ROUTINE SRVS 6/20-6/29/23	977.50*			1000	411000	399		101000
	*** Claim from another period (7/23) ****								
44772	1042 SANDS SURVEYING, INC.	1,365.00							
	37432 07/25/23 P/Z-ROUTINE SRVS 7/5-7/24/23	1,365.00*			1000	411000	399		101000
	Total for Vendor:	2,342.50							
	*** Claim from another period (7/23) ****								
44774	2755 SHERWIN-WILLIAMS CO	119.97							
	1501-6 07/19/23 PRKS- PAINT FOR PAVILLION	119.97*			1000	460400	220		101000
	Total for Vendor:	119.97							

* ... Over spent expenditure

Claim/ Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund	Org	Acct Object	Proj	Cash Account
	*** Claim from another period (6/23) ****								
44745	3107 SMITH'S CUSTOMER CHARGES	282.66							
	063352 06/14/23 POOL- CANDY/GATORADE/OFFICESUP	154.06*			1000	460445	220		101000
	063352 06/27/23 POOL- CANDY	128.60*			1000	460445	220		101000
	*** Claim from another period (7/23) ****								
44748	3107 SMITH'S CUSTOMER CHARGES	125.84							
	063352 07/03/23 POOL- SNACKS/DRINKS/BANDAIDS	125.84*			1000	460445	220		101000
	Total for Vendor:	408.50							
	*** Claim from another period (6/23) ****								
44788	3214 STALKER RADAR	3,350.00							
PATROL COUNTING UNIT/PATROL ATTENA/REMOTE CONTROL/TUNING FORKS/ANTENNA CABLES/CABLE KIT/PATROL MANUAL/MOUNTED RADAR/36 MONTH WARRANTY									
	421204 06/16/23 PD- PATROL EQUIPMENT/ATTENAS	3,350.00			4020	420100	940		101000
	Total for Vendor:	3,350.00							
	*** Claim from another period (7/23) ****								
44781	3124 STUFFLEBEEM, WAYNE	251.76							
MLEA TRAINING 8/13/23-8/18/23									
	072723 07/27/23 PD-MEALS/MILEAGE TRAINING	251.76*			1000	420100	380		101000
	Total for Vendor:	251.76							
	*** Claim from another period (7/23) ****								
44775	1653 SUPER 1 FOODS	31.58							
	072723 07/06/23 WTR- CRISCO	4.24*			5210	430500	220		101000
	072723 07/12/23 SWR- WATER	27.34*			5310	430600	222		101000
	Total for Vendor:	31.58							
	*** Claim from another period (6/23) ****								
44787	3086 SWS EQUIPMENT	226.03							
FILTER HEAD, O- RING,SHIPPING AND HANDLING STREET SWEEPER REPAIR									
	0155320-IN 04/26/23 STRS-FILTERHEAD/O-RINGS	226.03			2500	430200	232		101000
	Total for Vendor:	226.03							
	*** Claim from another period (7/23) ****								
44724	1644 THE CHEMNET CONSORTIUM	95.00							
	118433 07/21/23 SWR - DRUG/ALCOHOL SCREEN	95.00*			5310	430600	399		101000
	Total for Vendor:	95.00							

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund	Org	Acct	Object	Proj	Cash Account
		*** Claim from another period (7/23) ****									
44789		2699 THE MAIL ROOM, INC	155.36								
INVOICE #D116269											
		D116269 07/17/23 PD-MAIL SRVS 7/3/23-7/14/23	8.41*			1000		420100	310		101000
		D116269 07/17/23 FIN-MAIL SRVS 7/3/23-7/14/23	53.16*			1000		410500	310		101000
		D116269 07/17/23 WTR-MAIL SRVS 7/3/23-7/14/23	13.72*			5210		430500	310		101000
		D116269 07/17/23 SWR-MAIL SRVS 7/3/23-7/14/23	13.72*			5310		430600	310		101000
		D116269 07/17/23 CRT-MAIL SRVS 7/3/23-7/14/23	41.64*			1000		410360	310		101000
		D116269 07/17/23 PLN-MAIL SRVS 7/3/23-7/14/23	24.08*			1000		411000	310		101000
		D116269 07/17/23 FD- MAIL SRVS 7/3/23-7/14/23	0.63*			1000		420400	310		101000
		Total for Vendor:	155.36								
44805		3016 TRANSUNION RISK AND ALTERNATIVE	100.00								
		202307-1 08/01/23 PD-7/1-7/31/23	100.00*			1000		420100	335		101000
		Total for Vendor:	100.00								
		*** Claim from another period (7/23) ****									
44776		3200 USABLUEBOOK	78.25								
		00061927 07/03/23 SWR-LIQUI-NOX CLEANING COMP	78.25*			5310		430600	222		101000
		Total for Vendor:	78.25								
		*** Claim from another period (7/23) ****									
44798	E	1218 VERIZON WIRELESS	1,682.08								
		9939545813 07/12/23 ADMIN-6/13-7/12/23	22.41*			1000		410400	345		101000
		9939545813 07/12/23 FIN-6/13-7/12/23	22.41*			1000		410500	345		101000
		9939545813 07/12/23 FIRE-6/13-7/12/23	60.27*			1000		420400	345		101000
		9939545813 07/12/23 FAC-6/13-7/12/23	12.41*			1000		411200	345		101000
		9939545813 07/12/23 STRT-6/13-7/12/23	95.11*			2500		430200	345		101000
		9939545813 07/12/23 PD-6/13-7/12/23	843.31*			1000		420100	345		101000
		9939545813 07/12/23 WTR-6/13-7/12/23	167.13*			5210		430500	345		101000
		9939545813 07/12/23 SWR-6/13-7/12/23	117.51*			5310		430600	345		101000
		9939545813 07/12/23 CRT-6/13-7/12/23	49.62*			1000		410360	345		101000
		9939545813 07/12/23 PD-NEW EQUIPMENT/2 PHONES	291.90*			1000		420100	212		101000
		Total for Vendor:	1,682.08								
44800		1134 VICTIM-WITNESS ADVOCATE PROGRAM	468.05								
		080223 08/02/23 CRTS-JULY 23	468.05*			2917		410360	356		101000
		Total for Vendor:	468.05								

For the Accounting Period: 8/23

* ... Over spent expenditure

Claim/ Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document $/ Line $	Disc $	PO #	Fund	Org Acct	Object	Proj	Cash Account
	*** Claim from another period (7/23) ****								
44795	84 WESTERN BUILDING CENTER	1,275.04							
	4I370692 07/26/23 SWR- TREAT #2 CAC .15	63.88*			5310	430600	240		101000
	4I375619 07/28/23 PD- PARADE SIGNS	40.65*			1000	420100	220		101000
	4I368943 07/25/23 SWR- DEWATERING/SOLIDS HAULI	480.34*			5310	430600	220		101000
	4I344512 07/12/23 SWR- 3PK INDOOR FOGGER	11.49*			5310	430600	220		101000
	4I353170 07/17/23 SWR- ONE SIDED KEY/CUTTING	3.98*			5310	430600	220		101000
	4I360834 07/20/23 SWR- HEX WASHER HEAD SDS 14X	48.00*			5310	430600	220		101000
	4I356675 07/18/23 WTR- COMBO LOCK FOR B/U GENE	7.99*			5210	430500	220		101000
	4I349934 07/14/23 WTR-PADLOCK FOR TRASH BIN	7.99*			5210	430500	220		101000
	4I34828099 07/13/23 FAC- METER INSTALL @ CITY	19.58*			1000	411200	220		101000
	4I349823 07/14/23 STRS-FOAM BRUSH/POLY BRUSH/C	28.89*			2500	430200	220		101000
	4I347411 07/13/23 PRKS- ADAPTER/LEXEL SEALANT	28.77*			1000	460400	240		101000
	4I334751 07/06/23 PRKS- UNDERLAY PLY SANDED	37.03*			1000	460400	220		101000
	4I334748 07/06/23 PRKS- SIGN MATERIALS/COLUMBU	21.28*			1000	460400	220		101000
	4I341821 07/10/23 PRKS- BOX FAN	26.99*			1000	460400	220		101000
	4I353379 07/17/23 PRKS- 24STEEL/ROPE POLY TWIS	28.13*			1000	460400	240		101000
	4I375966 07/28/23 FD- MAKITA DEMO GLOVES	304.74*			1000	420400	226		101000
	4I375966 07/28/23 FD- RECIP BLD 9" CARB AMPED	44.49*			1000	420400	220		101000
	4I370652 07/26/23 WTR- MIDWEST/ASSORTED FASTNE	27.24*			5210	430500	220		101000
	4I367886 07/25/23 STRS- SHIPPING TAPE/MEASURE	20.59*			2500	430200	220		101000
	4I3298520 07/03/23 PRKS- NITRIL DISPOSABLE GLO	22.99*			1000	460400	220		101000
	*** Claim from another period (6/23) ****								
44796	84 WESTERN BUILDING CENTER	68.72							
	4I321042 06/28/23 WTR- BATTERY/FLY RIBBON/FOGG	57.34*			5310	430600	220		101000
	4I319706 06/27/23 PRKS- BRISTLE CHIP BRUSH	11.38*			1000	460400	225		101000
	Total for Vendor:	1,343.76							
	*** Claim from another period (6/23) ****								
44727	3021 WGM GROUP	2,631.93							
	69513 07/14/23 FEMA-RIVERS EDGE 6/1-6/30/23	2,631.93			1000	460439	390		101000
	Total for Vendor:	2,631.93							

# of Claims 66 Total: 122,876.54 # of Vendors 60

Total Electronic Claims 2,094.74

Total Non-Electronic Claims 120781.80

For the Accounting Period: 8/23

Fund/Account	Amount
1000 GENERAL FUND	
101000 CASH/CASH EQUIVALENTS	$49,038.89
2500 SPECIAL STREET MAINTENANCE DISTRICT FUND	
101000 CASH/CASH EQUIVALENTS	$1,942.32
2917 CRIME VICTIMS ASSISTANCE FUND	
101000 CASH/CASH EQUIVALENTS	$468.05
2959 EDA	
101000 CASH/CASH EQUIVALENTS	$6,845.23
4020 CAPITAL PROJECTS FUND - General	
101000 CASH/CASH EQUIVALENTS	$3,350.00
5210 WATER ENTERPRISE FUND	
101000 CASH/CASH EQUIVALENTS	$2,672.02
5310 SEWER ENTERPRISE FUND	
101000 CASH/CASH EQUIVALENTS	$58,560.03
Total:	$122,876.54

Council Meeting Date: August 7, 2023

Claims Submitted to Council:$ 122,876.54

Claims Denied/Withheld by Council Finance Committee:$_______________ Claim #'s:_________________

Prepared By: Shawn Bates, Finance Director

SB
____

Approved by Susan M. Nicosia, City Manager

SN
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City Council to Approve by motion on consent agenda

Mayor and Council -
These claims include $72,759.86 in June 2023 Claims. The major claims are engineering - HDR for the Sewer ARPA project, $54,845.46. Other claims are routine in nature.
Please contact Finance Director Shawn Bates should you have any questions on any of these claims.

Total for Payroll Checks

	Employee	Employer	Amount
ADDL HOURS (Additional)	0.00		-1,613.52
COMA HOURS (Comp Time Accumulated)	1.50		
COMP HOURS (Comp Time Used)	10.00		230.94
HOL HOURS (Holiday Pay)	330.51		8,355.72
HOLW HOURS (Holiday Worked @ 2.5x)	61.50		2,086.25
J003 HOURS (PD HOL WK)	36.00		1,484.46
OTHE HOURS (Other Time Used)	80.00		3,329.60
OVER HOURS (Overtime)	26.75		854.01
REG HOURS (Regular Time)	2,960.50		78,523.49
SFTO HOURS (Shift Sup/FTO - $1.5/hour)	156.00		234.00
SHFN HOURS (Shift B)	468.00		936.00
SHFQ HOURS (OVT B)	6.50		19.50
SHFU HOURS (Hol wk B)	36.00		180.00
SICK HOURS (Sick Time)	11.50		245.59
VACA HOURS (Vacation Time Used)	207.50		5,821.40
GROSS PAY	100,687.44	0.00	
NET PAY	70,928.71	0.00	
NET PAY (CHECKS)	5,635.10		
NET PAY (DIRECT DEPOSIT)	65,293.61		
AFLAC-POSTTAX	111.67	0.00	
AFLAC-PRETAX	180.51	0.00	
CHILD SUPPORT P	206.76	0.00	
CITY OF COLUMBI	20.00	0.00	
FIT	7,251.66	0.00	
FLEX ALLEGIANCE	1,051.30	32.50	
FOP	315.00	0.00	
HEALTHINS/PRE	2,695.39	24,188.58	
MEDICARE	1,433.56	1,433.56	
MT ST FIRE ASSO	100.83	0.00	
NATIONWIDE/CITY	0.00	2,104.63	
NATIONWIDE/EMP	238.33	0.00	
P.E.R.S.	4,017.53	4,612.53	
PERS/FURS	1,078.85	1,447.87	
PERS/POLICE	2,389.43	3,825.73	
SIT	4,339.00	0.00	
SOCIAL SECURITY	3,803.61	3,803.61	
TEAMSTERS DUES	343.50	0.00	
UNEMPL. INSUR.	0.00	445.86	
UNUM LIFE INS.	181.80	0.00	
WORKERS' COMP	0.00	2,876.95	
CHARLES SCHWAB	1,564.32	0.00	
FIRST INTERSTAT	1,010.92	0.00	
FREEDOM BANK	4,574.38	0.00	
GLACIER BANK KA	5,699.21	0.00	
GLACIER BANK/CF	17,779.75	0.00	
GLACIER BANK/WF	1,981.12	0.00	
NAVY FEDERAL CR	1,956.08	0.00	
PARKSIDE CR U	12,607.85	0.00	

July 21, 2023
Payroll
$170,520.26
Barb Staaland

STRIDE BANK	841.76	0.00
THREE RIVERS	1,165.97	0.00
USAA FEDERAL	1,338.27	0.00
USBANK.	2,850.19	0.00
WELLS FARGO	2,350.72	0.00
WELLS FARGO, TX	2,091.99	0.00
WFISH CR UNION	7,481.08	0.00
FIT/SIT BASE	89,036.10	0.00
MEDICARE BASE	98,864.87	0.00
PERS BASE	87,486.64	0.00
SOC SEC BASE	61,348.69	0.00
UN BASE	99,087.44	0.00
WC BASE	99,907.96	0.00
Total		44,771.82

Total Payroll Expense (Gross Pay + Employer Contributions): 145,459.26

Check Summary

Payroll Checks Prev. Out.	$92,270.23
Payroll Checks Issued	$64,390.91
Payroll Checks Redeemed	$84,902.68
Payroll Checks Outstanding	$71,758.46
Electronic Checks	$106,129.35

Deductions Accrued		Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
Social Security	7607.22		7607.22		212260
Medicare	2867.12		2867.12		212260
P.E.R.S.	8630.06		8630.06		212270
Unempl. Insur.	445.86	927.06		1372.92	212210
Workers' Comp	2876.95	6028.36		8905.31	212220
FIT	7251.66		7251.66		212260
SIT	4339.00		4339.00		212260
AFLAC-PRETAX	180.51	180.51	361.02		212230
NATIONWIDE/EMP	238.33		238.33		212280
Teamsters dues	343.50	343.50	687.00		212310
PERS/Police	6215.16		6215.16		212240
NATIONWIDE/CITY	2104.63		2104.63		212280
AFLAC-POSTTAX	111.67	111.67	223.34		212230
PERS/FURS	2526.72		2526.72		212275
MT ST FIRE ASSO	100.83		100.83		212315
HEALTHINS/PRE	26883.97		54527.80	-27643.83	212400
CITY OF COLUMBI	20.00		20.00		212450
UNUM LIFE INS.	181.80		286.10	-104.30	212400
FLEX ALLEGIANCE	1083.80		1083.80		212285
CHILD SUPPORT P	206.76		206.76		212330
FOP	315.00		315.00		212335
Total Ded.	74530.55	7591.10	99591.55	-17469.90	

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

Total for Payroll Checks

Aug. 4, 2023
Payroll
$ 116,287.63
Barb Staaland

	Employee	Employer	Amount
ADDL HOURS (Additional)	0.00		235.20
COMA HOURS (Comp Time Accumulated)	0.75		
OTHE HOURS (Other Time Used)	80.00		3,329.60
OVER HOURS (Overtime)	117.75		4,159.75
REG HOURS (Regular Time)	3,334.75		84,755.98
SFTO HOURS (Shift Sup/FTO - $1.5/hour)	142.00		213.00
SHFN HOURS (Shift B)	444.00		888.00
SHFQ HOURS (OVT B)	44.00		132.00
SICK HOURS (Sick Time)	90.75		2,127.26
VACA HOURS (Vacation Time Used)	207.25		6,539.66
GROSS PAY	102,380.45	0.00	
NET PAY	72,300.15	0.00	
NET PAY (CHECKS)	5,600.91		
NET PAY (DIRECT DEPOSIT)	66,699.24		
AFLAC-POSTTAX	111.67	0.00	
AFLAC-PRETAX	180.51	0.00	
CHILD SUPPORT P	206.76	0.00	
CITY OF COLUMBI	20.00	0.00	
FIT	7,560.24	0.00	
FLEX ALLEGIANCE	1,051.30	32.50	
FOP	315.00	0.00	
HEALTHINS/PRE	2,573.39	22,078.58	
MEDICARE	1,463.01	1,463.01	
MT ST FIRE ASSO	97.17	0.00	
NATIONWIDE/CITY	0.00	2,321.65	
NATIONWIDE/EMP	238.33	0.00	
P.E.R.S.	4,027.19	4,623.59	
PERS/FURS	1,039.68	1,395.32	
PERS/POLICE	2,241.21	3,588.44	
SIT	4,507.00	0.00	
SOCIAL SECURITY	3,898.04	3,898.04	
TEAMSTERS DUES	343.00	0.00	
TEAMSTERS INIT	25.00	0.00	
UNEMPL. INSUR.	0.00	460.68	
UNUM LIFE INS.	181.80	0.00	
WORKERS' COMP	0.00	2,900.35	
CHARLES SCHWAB	1,564.32	0.00	
FIRST INTERSTAT	1,047.83	0.00	
FREEDOM BANK	4,370.69	0.00	
GLACIER BANK KA	6,125.75	0.00	
GLACIER BANK/CF	16,899.63	0.00	
GLACIER BANK/WF	1,666.70	0.00	
NAVY FEDERAL CR	2,198.14	0.00	
PARKSIDE CR U	12,370.19	0.00	
STRIDE BANK	1,085.73	0.00	
THREE RIVERS	1,165.97	0.00	
USAA FEDERAL	1,338.27	0.00	
USBANK.	2,864.08	0.00	

WELLS FARGO	2,413.91	0.00
WELLS FARGO, TX	1,665.38	0.00
WFISH CR UNION	9,922.65	0.00
FIT/SIT BASE	91,028.84	0.00
MEDICARE BASE	100,896.90	0.00
PERS BASE	85,596.00	0.00
SOC SEC BASE	62,871.78	0.00
UN BASE	102,380.45	0.00
WC BASE	100,993.87	0.00
Total		42,762.16

Total Payroll Expense (Gross Pay + Employer Contributions): 145,142.61

Check Summary

Payroll Checks Prev. Out.	$8,843.53
Payroll Checks Issued	$8,484.82
Payroll Checks Redeemed	$0.00
Payroll Checks Outstanding	$17,328.35
Electronic Checks	$107,802.81

Deductions Accrued		Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
Social Security	7796.08	39.00	7796.08	39.00	212260
Medicare	2926.02	9.12	2926.02	9.12	212260
P.E.R.S.	8650.78		8650.78		212270
Unempl. Insur.	460.68	1387.74		1848.42	212210
Workers' Comp	2900.35	9003.23		11903.58	212220
FIT	7560.24		7560.24		212260
SIT	4507.00	6.00	4507.00	6.00	212260
AFLAC-PRETAX	180.51	180.51		361.02	212230
NATIONWIDE/EMP	238.33		238.33		212280
Teamsters dues	343.00	343.00		686.00	212310
PERS/Police	5829.65		5829.65		212240
TEAMSTERS INIT	25.00	25.00		50.00	212310
NATIONWIDE/CITY	2321.65		2321.65		212280
AFLAC-POSTTAX	111.67	111.67		223.34	212230
PERS/FURS	2435.00		2435.00		212275
MT ST FIRE ASSO	97.17		97.17		212315
HEALTHINS/PRE	24651.97	24651.97		49303.94	212400
CITY OF COLUMBI	20.00		20.00		212450
UNUM LIFE INS.	181.80	181.80		363.60	212400
FLEX ALLEGIANCE	1083.80		1083.80		212285
CHILD SUPPORT P	206.76		206.76		212330
FOP	315.00		315.00		212335
Total Ded.	72842.46	35939.04	43987.48	64794.02	

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

CITY OF COLUMBIA FALLS
CITY COUNCIL REGULAR MEETING MINUTES
HELD JULY 17, 2023

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

ROLL CALL: Councilor Fisher, Councilor King, Councilor Lovering via Zoom, Councilor Piper, Councilor Robinson, Councilor Shepard 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 Robinson motioned to approve the agenda, seconded by Councilor King 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 with Council voting as follows. Ayes: Piper, Robinson, Shepard, Fisher, King, Lovering and Barnhart.
Approval of Claims - July 17, 2023 - $406,825.12
Approval of Payroll Claims - July 7, 2023 - $167,513.89
Approval of Payroll Claims - July 14, 2023 Special/Final - $10,511.92
Approval of July 3, 2023 Regular City Council Meeting Minutes
Approval of RAISE 22 Grant Agreement and Authorize City Manager to Execute
Approval of Subdivision Improvement Agreement, Saint Richard's Subdivision/Boys and Girls Club of Glacier Country, and Authorize City Manager to Execute

NOTICE OF PUBLIC HEARINGS/PUBLIC HEARINGS:
23-24 Fiscal Year Budget Hearings Continued
Nicosia will continue presenting the 23-24 FY Preliminary Budget to Council. This meeting will include reviewing significant maintenance and capital items.

City Manager Nicosia discussed the capital and significant maintenance needs for the city departments to include Police Department flooring, replace the boiler at the pool, fencing the basketball court, and reroof the pool bath house. Last week the transmission went out of the 2018 Police vehicle and currently there is a wait time to receive vehicles. The Fire Department is well set up but we will need to replace the rescue sooner than originally planned. In Water, both the generator project and the 5th Ave EN are complete, so we are not carrying over those projects into 2024. There are no significant water projects planned in 2024. Phase I on the lift station is coming along and is 50% complete. Nicosia said the engineers are two months behind where we wanted to be with engineering at the Treatment Plant. We will be carrying over $4.8 million in sewer. The street project will be finished in August and is being carried over into the 2024 budget.
Nicosia said she will be sending the RAISE Grant Agreement to the project coordinator tomorrow. The first phase will be engineering which has been estimated at $800,000. We will put out RFP’s, select an Engineer, negotiate the contract then start moving forward. The 2024 FY budget will reflect the engineering. At the last TA Grant (Railroad St. project) meeting, DOT wants to add a right of way phase due to 30 feet at Church

Women United corner property. They indicated that the engineering would not be completed until 2024 with construction delaying to 2025.
The City found a good used vehicle for the Parks Department and traded in the well-used Trailblazer at a cost of $20k.

Nicosia noted that the Department of Revenue is doing a very good job of messaging that they are required by law to put out the estimated tax number based on the prior year’s levies, knowing it is not accurate.

The budget hearings will continue until adopted.

UNFINISHED BUSINESS:
Letter of Acknowledgement - Need for Community-wide Solutions to Current Crisis of Homelessness and Housing Instability
(Sean Patrick O'Neill, Chairman, Collaborative Housing Solutions of NW Montana will attend in person to discuss)
Councilor Shepard said he was at a barbershop property in Kalispell and there was a mess with needles, rubbish, clothing etc. that was thought to be from the homeless. Some have commented they have encountered the Carhartt folks and were less than impressed. There is a path they travel through Kalispell; the American Legion has tried to help some of the veterans. Shepard’s concern is the property owners end up with a mess to clean up.
Mayor Barnhart said the Flathead County Health Department has had an issue getting folks to fill the crisis team positions. This year they have the money to get a second person but the position has yet to be filled. The Health Department is aware of the problem and is trying to take care of it the best they can. Council discussed the need for mental health assessments and for resources.

Sean O'Neil thanked Council for reading the letter he submitted. Mr. O’Neil acknowledged having several issues with the homeless folks. There is a national problem and a local issue. Mr. O’Neil is aware Kalispell is the hub for the homeless in the Flathead; however, there are a lot of resources in Kalispell. We have a lot of housing help in the Flathead. Mr. O’Neil said they have come up with a 5 year plan to address homelessness in the local areas. Folks have lost housing for one reason or another and will live in a camper or worse on the streets. The homeless have had severe trauma in their lives whether it is mental health, addiction, disabled or their family has abandoned them. We were bursting at the seams before Covid hit and now there are no seams said O’Neil. We have to work together on this for a solution. We are growing faster than our resources said O’Neil and the locals are suffering the most. Mr. O’Neil pointed out we are the second largest homeless community in the state. We need partners such as local government to be creative and come up with a solution.
Mr. O’Neil said having him here today is one of the biggest steps any local government has taken, and he appreciates council concern.

City Manager Nicosia drafted a letter of acknowledgement for the need for community wide solutions to current crisis of homelessness and housing instability. Councilor Shepard motioned to have Mayor and Council individually sign the letter and the motion carried.

ORDINANCES / RESOLUTIONS:

Resolution # 1902 - A Resolution of the City Council of Columbia Falls, Montana Approving the Final Plat of Saint Richard's Subdivision, a Two Lot Minor Subdivision Located at 1210 9th Street West, Further Described as Assessor's Tract 6D in Section 18 T30N R20W, Flathead County, Montana.

City Manager Nicosia said the Final Plat of the St. Richard's property is a two-lot minor subdivision and is the location The Boys and Girls Club is looking at for their new facility. They have bonded for the water and sewer extension as required in the plat. They have met all conditions and staff recommends approval.

Councilor Piper motioned to approve Resolution # 1902, seconded by Councilor King with council voting as follows. Ayes: Robinson, Shepard, Fisher, King, Lovering, Piper and Barnhart.

Resolution # 1903 - A Resolution of the City Council of the City of Columbia Falls, Montana Amending Fund 3020 GO Street Improvements Budget Appropriations for the Fiscal Year Ending June 30, 2023 and Authorizing Closing the Account Balances into the General Fund

City Manager Nicosia said this resolution is a statutory requirement. Fund 3020 is the general obligation street improvements loan that was paid off. This increases the budget authority and transfers the remainder to the General Fund. Staff recommends approval.

Councilor Fisher made motion to approve Resolution # 1903, seconded by Councilor Shepard with council voting as follows. Ayes: Shepard, Fisher, King, Lovering, Piper, Robinson, and Barnhart.

REPORTS / BUSINESS FROM MAYOR & COUNCIL

Councilor Piper asked if there was an update on left hand turn signals on Highway 2. Nicosia replied on August 21st Mr. Vosen from DOT will be attending the council meeting to answer questions council may have.
Councilor Shepard inquired when the next railroad meeting is. Nicosia said there is no meeting. BNSF stated they want a new crossing, what we don't know is how much became our responsibility said Nicosia. We have calls into MDOT.
Mayor Barnhart said he recently visited the full time firefighters and we are lucky to have them with the multiple fatalities we have had in the last few weeks. Mayor wanted to congratulate paid staff and volunteers for the work they have done.
Mayor Barnhart asked if we are getting the weed letters out. Nicosia replied yes.
Mayor said he read a social media post about loud music at the COOP after midnight. Chief Peters said they can play until 2:00 a.m. Our Officers went down to have them close the large doors, which did make a difference. Chief said his department received one complaint.
Mayor Barnhart said after we fixed the 5th Ave EN waterline have we noticed any water loss. Nicosia said we are pumping less water now that the line was replaced and saw a savings of approximately eight million gallons last month.
Mayor asked Nicosia what she is projecting for Resort Tax collection for the budget. Nicosia replied she is looking at collections with the Finance Director and will have an amount very soon.
Mayor Barnhart said years ago affordable housing wasn't the contractor suppling housing it was federally subsidized housing. Mayor Barnhart asked if we could work towards doing that again. We need it as a priority to get the housing for Columbia Falls. Nicosia said the City has to qualify for projects as our community income level is too high to automatically qualify for funding. Also, we have to partner with others, such as Habitat or

CAPN, as we have in the past because we are too small to be certified housing authority. There was council discussion on affordable housing.

CITY ATTORNEY REPORT

City Attorney Breck said on July 10th there was a selection of representatives meeting regarding Montana cities affected by SB 382. The League will draft guidance and templates for cities. Mayor Barnhart asked if we had self-governing powers would we be able to make our own policy Nicosia said the legislature eliminated more local authority during this legislative session adding more sections taking away control from self-governing communities.

MISCELLANEOUS

Correspondence

ADJOURN:

Councilor Shepard motioned to adjourn, seconded by Councilor Fisher and the meeting adjourned at 8:19 p.m.

____
Mayor

Attest:

____
City Clerk

Memorandum of Understanding

Non-Transport Agencies (QRU)

Agency Name Columbia Falls Fire Department Date 7/11/2023

It is understood that the Flathead County EMS levy funds are to be distributed to EMS agencies in Flathead County. The intended uses of these funds are for Quick Response Unit operations and/or staff training. Your agency will be allotted the approved distribution amount to be processed June and December each year. Acceptance of this funding is agreeing to the standards of the Flathead County EMS Administrative Board and Flathead County Office of Emergency Services.

- Dates of Memorandum of Understanding: June 01, 2023 to May 31, 2024.
- Your agency is a licensed Non-Transport response agency with the State of Montana. (Pursuant to Administrative Rules of Montana 37.104.401 through 37.104.410 and Montana Code Section 50-6-323)
- You are agreeing that you have personnel equipped and ready for dispatch to render medical aid at least 95% of the time.
- You are agreeing that the Flathead County Medical Director will be the Medical Director of your unit.
- You are agreeing that your personnel will be available for mutual aid dispatch to the county in the event neighboring services are out of resources. (Pursuant to Montana Code Section 7-33-4112, 7-33-2405, 7-33-2108 and 10-3-209)
- You agree to provide information needed to provide System Management, Quality Control and Medical Oversight when requested to the EMS Office.

*Failure to meet the conditions of this agreement can result in a financial consequence in your future allotment.

*Staffed is to be interpreted as staffed with paid on site personnel, or available personnel that are equipped with communication devices that alert them to respond.

Return signed form to the Flathead County EMS Office by July 31, 2023.

Signature Susan M. Nicosia Date 7/26/2023

Printed Name Susan M. Nicosia

Title City Manager

______________________________ Date __________

Brad Abell, Chairman, Board of Commissioners Flathead County, Montana

Make Checks Payable to **OR** Transfer to FUND #:

Fund 7852 City of Columbia Falls

Agreement Expires May 31, 2024

PUBLIC WORKS DEPARTMENT

Item No.6.

130 6TH STREET WEST
COLUMBIA FALLS MT. 59912

PHONE: (406) 892-4430
FAX: (406) 892-4413

Date: July 20, 2023

To: Susan Nicosia, City Manager
Don Barnhart, Mayor
City Council Members

RE: Urban Woods RV-Water and Sewer Main Extension

Clark W Griz, LLC has completed construction of a water and sewer main extension in general accordance with the project plans, specifications and City of Columbia Falls and Department of Environmental Quality (DEQ) standards.

I have received 1 full size hard copy of the as-built construction drawings as well as electronic files stamped and certified by TD&H, the Engineering representative for the developer. A certification letter for the main extensions from TD&H was also provided to the City. All record drawings were provided to DEQ by TD&H.

The water main extension included the installation of approximately 190 feet of 1.5" DR9 mainline with ten .75" service lines terminating with a yard hydrant. The sewer main extension included the installation of approximately 176 feet of 6" SDR 35 mainline, 2 sanitary sewer manhole structures with ten 4" service lines. Water main has an estimated value of $18,050.00. Sewer main has an estimated value of $28,670.00. I have received the Engineers valuation sheet for public infrastructure.

All Public Works conditions for the extensions have been completed and I would recommend the City Council approve the sewer improvements.

Sincerely,

Chris Hanley
City of Columbia Falls
Public Works Director

450 Corporate Drive
Suite 101
Kalispell, MT 59901

TD&H Engineering

406.751.5246
tdhengineering.com

July 14TH, 2023

City of Columbia Falls
Mr. Chris Hanley – Public Works Director
130 6th Street West
Columbia Falls, MT 59912

RE: URBAN WOODS RV PARK – FINAL PLAT ENGINEER'S CERTIFICATION
TD&H ENGINEERING JOB NO. K22-004

Dear Erik,

As required for the submittal of a final plat application, this letter is to serve as certification that the subdivider (Clark W Griz, LLC) has provided for inspection of all required public improvements and TD&H Engineering certifies that all improvements have been completed in the required manner per the approved plans and specifications. I, Douglas Peppmeier, P.E. am a professional engineer licensed in the state of Montana and certify the following:

1. All required improvements have been completed.
2. That the improvements are in compliance with the minimum standards specified by the City of Columbia Falls for their construction and that the Developer warrants said improvements against any and all defects for a period of one (1) year from the date of acceptance of the completion of those improvements by the County.
3. That the Developer knows of no defects in those improvements.
4. That these improvements are free and clear of any encumbrances or liens.
5. All applicable fees and surcharges have been paid.

If you have any questions or need any additional information, please feel free to contact me directly.

Sincerely,

Douglas Peppmeier

Douglas Peppmeier, PE
Principal / Regional Manager
TD&H ENGINEERING

CITY OF COLUMBIA FALLS, MONTANA
DEVELOPERS' SUBDIVISION COSTS
DEDICATION OF INFRASTRUCTURE

DEVELOPER: TAMMYA BINGHAM
SUBDIVSION NAME/PHASE Retro RV Park
CONSTRUCTION COMPANY: Watson Excavating Inc.
ENGINEER: TD&H ENGINEERING

ITEM #	QUANTITY	DESCRIPTION	UNIT COST	TOTAL
Water Distribution System:				
		Water Main 190 lf 1 1/2 size		
		Tapping saddle size: 1 1/2		
		Gate Valve w/box size:		
		Tee and Cap size:		
		Hydrant size:		
		Pavement restoration		
		Flushing & testing		
		Other: describe		
		Water Distribution System Total		18,050.00
Sewer System:				
		Sewer main 176 lf 6" size		
		Tapping saddle size: manhole		
		Terminal manhole		
		flushing & testing		
		Other: describe		
		Sewer System Total		28,670
Professional Services:				
		Engineering		
		Public Sidewalk on ROW		
		TOTAL AS-BUILT CONSTRUCTION		

CJIN AGENCY AGREEMENT

This agreement is entered into by the Montana Department of Justice, hereinafter "DOJ", and Columbia Falls Police Department, hereinafter "the terminal agency."

I. INTRODUCTION

Created by legislative act in 1967, the Criminal Justice Information Network (CJIN) is a computer controlled telecommunications network that links Montana criminal justice agencies for the purpose of information exchange (MCA 44-2-301). CJIN interfaces with the National Crime Information Center (NCIC) system and the National Law Enforcement Telecommunications System (NLETS).

The Attorney General as Director of DOJ is vested with the authority to administer all operational phases of CJIN (MCA 44-2-302). In addition, DOJ is designated as the Control Terminal Agency in Montana for NCIC and NLETS purposes.

DOJ responsibilities under this agreement include:

1. Operational and technical assistance to the terminal agency;
2. Maintenance of DOJ-owned hardware and software;
3. Training and training materials;
4. Distribution of material as it pertains to CJIN, NCIC, and NLETS; and
5. Performance of all functions of a Control Terminal Agency as defined by NCIC and NLETS.

This agreement outlines the varied responsibilities of the terminal agency as they pertain to CJIN, NCIC, and NLETS. Detailed responsibilities of the terminal agency are contained within the CJIN User's Guide and the NCIC Operating Manual.

II. DEFINITIONS

A. Criminal Justice Agency

(1) Courts; (2) a government agency or any subunit thereof which performs the administration of criminal justice pursuant to a statute or executive order, and which allocates a substantial part of its annual budget to the administration of criminal justice. State and Federal Inspector General offices are included. (U.S.C., Title 28)

B. Administration of Criminal Justice

Performance of any of the following activities: detection, apprehension, detention, pre-trial release, post trial release, prosecution, adjudication, correctional supervision, or rehabilitation of accused persons or criminal offenders. The administration of criminal justice shall include criminal identification activities and the collection, storage, and dissemination of criminal history record information. State and Federal Inspector General offices are included. (U.S.C., Title 28)

II. DEFINITIONS CONT.

C. Criminal Justice Information Network (CJIN)

CJIN, managed by DOJ, is the Montana computerized telecommunications network that provides the means for criminal justice agencies in Montana to access NCIC, NLETS, DOJ files, other terminal agencies within the State of Montana, and the Montana Wanted Person files.

D. National Crime Information Center (NCIC)

NCIC, managed by the FBI, is a nationwide computerized index of documented criminal justice information concerning crimes and criminals of nationwide interest and a locator-type file for missing persons.

Authorized agencies may inquire, enter, modify, locate, clear, and cancel records in the NCIC files. The NCIC files are: Articles, Guns, Boats, Vehicles, License Plates, Securities, Wanted Persons, Missing Persons, Unidentified Persons, Foreign Fugitives, U.S. Secret Service, Protection Orders, Convicted Persons on Supervised Release, Sexual Offenders, Sentry, Violent Gang and Terrorists, Deported Felons and the Interstate Identification Index.

E. National Law Enforcement Telecommunications System (NLETS)

NLETS is a nationwide criminal justice data communication system that allows terminal agencies to communicate directly with over 130,000 criminal justice agencies nationwide and in Canada. In addition, NLETS allows terminal agencies to access the driver license, vehicle registration, and criminal history files of every state and Canada.

F. Control Terminal Agency

The state criminal justice agency responsible, by agreement with NCIC and NLETS, for the security and integrity of all state interfaces with federal criminal justice information systems. The Information Technology Services Division, Criminal Justices Information Services (CJIS) Bureau of DOJ has been assigned this responsibility in Montana by the Attorney General.

G. Terminal Agency

Participation on the Criminal Justice Information Network must be approved by the Attorney General. A terminal agency is any agency that participates on the Criminal Justice Information Network that:

1. **Is a governmental agency;**
2. **Is in physical control of a CJIN terminal device;**
3. **Pays a user fee; and**
4. **Agrees to abide by the rules and regulations set forth in this agreement.**

II. DEFINITIONS CONT.

H. CJIN/NCIC HIT

A HIT is a positive CJIN/NCIC response to an inquiry against one of the following CJIN/NCIC files: Articles, Boats, Guns, Securities, Vehicles, License Plates, Wanted Persons, Missing Persons, Unidentified Persons, Foreign Fugitives, U.S. Secret Service, Protection Orders, Convicted Persons on Supervised Release, Sexual Offenders, Sentry, Violent Gang and Terrorists or Deported Felons.

I. Timeliness

CJIN/NCIC records must be entered promptly to ensure maximum system effectiveness.

Missing Juveniles: (MCA 44-2-505) and the National Child Search Act of 1990 requires the immediate entry of a juvenile reported missing into the NCIC Missing Person file.

Stolen Vehicles: (MCA 61-3-106) requires the immediate entry of reported stolen vehicles into NCIC.

Protection Orders: (MCA 40-25-303) requires that law enforcement agencies enter court issued permanent and temporary protection orders that have been served into the NCIC Protection Order file within 24 hours of receipt of notice of the service.

Wanted Person and other hot files: Wanted Person records must be entered immediately when the conditions of entry are met (decision to arrest and extradition determination), not to exceed three days upon receipt by the entering agency, unless documentation exists to support delayed entry. Other hot files should be entered as soon as possible after a report has been taken and complete information is available, not to exceed three days upon receipt by the entering agency unless documentation exists to support delayed entry.

A timely removal from the file means an immediate removal once the originating agency has documentation the record is no longer valid. Timely system inquiry means initiation of the transaction before an officer begins writing an arrest or citation document of any kind; storing inquiries when CJIN/NCIC is down and submitting them at once when the system returns, regardless of whether the subject is still in custody; inquiry prior to the release of a person who has been incarcerated; and inquiry upon those who appear at a custodial facility to visit inmates.

J. Completeness

Complete records of any kind include all information that was available on the person or property at the time of entry. Inquiries should be made against the CJIN/NCIC system to verify information and to gain additional information. The validation process should include a review of whether additional information has become available (missing from original entry) that could be added.

II. DEFINITIONS CONT.

Complete inquiries on persons include numbers that could be indexed in the record, e.g., Social Security, Passport, VIN, License Plate, Driver's License, etc. Inquiries should be made on all names/aliases used by the suspect. Complete vehicle inquiries include VIN and license plate numbers.

K. Accuracy

The accuracy of CJIN/NCIC entry records must be doubled-checked by a second party. That verification should include assuring that the available cross-checks (VIN/license numbers) were made and that data in the CJIN/NCIC record matches the data in the investigative report. Agencies lacking support staff for this cross-checking should require the case officer to check the record, as he carries primary responsibility for seeking the fugitive and/or the stolen property.

III. OPERATIONAL RESPONSIBILITIES OF THE TERMINAL AGENCY

A. Introduction

To ensure the proper operation of CJIN all policies and regulations as established by DOJ, NCIC, and NLETS must be adhered to. Operational responsibilities are defined in the CJIN User's Guide and the NCIC Operating Manual, and specifically include the following.

B. Terminal Agency Coordinator (TAC)

Every terminal agency administrator must designate an employee to act as a Terminal Agency Coordinator (TAC). Specific functions of the TAC include:

1. Ensuring that system security standards are met within the terminal agency;
2. Functioning as a contact point for record validation and record errors;
3. Assisting in any CJIN/NCIC audit being conducted on the terminal agency;
4. Distributing CJIN, NCIC, and NLET material within the terminal agency; and
5. Providing training to terminal operators. This includes overseeing the workbook certification program for operators in the terminal agency.

C. Training of Terminal Operators

The terminal agency is responsible for providing trained terminal operators. DOJ assists in this requirement by providing training aids and certification of terminal operators. Certification of operators is achieved through a workbook or on-line training course developed by DOJ and administered by the TAC. The course is designed to complement other training provided by the terminal agency. Operators are required to complete the certification within six months of employment or assignment. Operators maintain their certification by completing a similar course on a biennial basis.

III. OPERATIONAL RESPONSIBILITIES OF THE TERMINAL AGENCY CONT.

D. Equipment Failure and Maintenance

DOJ is responsible for the installation and maintenance of all DOJ owned equipment. Once the terminal has been installed any future moves must be coordinated through DOJ and any expense incurred becomes the responsibility of the terminal agency unless the move is required by DOJ.

DOJ has current maintenance agreements on all DOJ-owned equipment. If problems are experienced with the equipment DOJ must be contacted immediately. DOJ shall contact the appropriate vendor to correct the problem.

The terminal agency is responsible for the purchasing of all supplies, i.e., paper, ribbon, etc. associated with the equipment. The terminal agency is also responsible for any damages to the equipment that would result outside of the normal use of the equipment, such as; flood, fire, theft or equipment abuse.

E. HIT Confirmation Policy

An agency who receives a HIT based on a CJIN/NCIC inquiry must follow the procedures outlined in the CJIN User's Guide and the NCIC Operating Manual pertaining to the file hit upon. Specifically:

1. **The inquiring agency must confirm the record with the entering agency. Prior to taking any of the following actions based upon the HIT CJIN/NCIC record:**

   a. **arresting the wanted person;**

   b. **detaining the missing person; or**

   c. **seizing the stolen property.**

   To confirm the record means to verify with the entering agency that the warrant, theft item, or missing person report is still outstanding, and that the person/property is identical to the person/property described in the record, and to confirm extradition information.

2. **The inquiring agency shall choose a priority level for the hit confirmation. An 'urgent' selection requires a response within ten minutes and a ' routine' selection allows the entering agency up to one hour to respond. Some factors to be considered when selecting a priority level are; whether or not the hit is the sole basis for detaining a subject or seizing property, or whether or not the person is already in custody on local charges.**

III. OPERATIONAL RESPONSIBILITIES OF THE TERMINAL AGENCY CONT.

3. An agency requesting confirmation which fails to receive a response within the allotted time must generate a second request. A copy of the second request should be sent to the state control terminal of the entering agency. The state control terminal will institute appropriate action to ensure proper response and compliance with system standards. However, should an agency fail to receive a response within the allotted time after making a second request, that agency must generate a third request. A copy of the third request should be sent to the state control terminal of the entering agency and to the FBI.

4. Upon confirmation the inquiring/apprehending agency must place a locate against the record. A locate is placed against the record to indicate (until the entering agency clears the record) that the wanted person has been apprehended or the property has been located. A locate message in the Missing Person file indicates that the whereabouts of the missing person has been determined and automatically purges the record.

5. The entering agency, must within the time specified in the request, furnish to an agency requesting confirmation, a response indicating a positive or negative confirmation or a notice of the specific amount of time necessary to confirm the warrant or extradition.

IV. SECURITY RESPONSIBILITIES

A. Introduction

System security is critical to the integrity of the CJIN system. The responsibility for system security is a shared responsibility between DOJ and the terminal agency.

B. Terminal Security

CJIN terminals and all peripheral equipment must be in a secure location protected against unauthorized use and tampering. Neither the equipment nor the circuit may be modified, moved, changed, nor used for any purpose other than those specifically specified by the Department of Justice.

Remote control of CJIN terminals is not permitted. Remote control is defined as the capability of a person to view screens or files, or control the workstation from a remote location. Examples of remote products are: pcAnywhere, Microsoft Remote Access Service, ZEN for Clients, Telnet or FTP host programs.

Agencies using CJIN21 automatically have access to the Internet through the Department of Administration SummitNet connection. Use of these computer services is restricted to criminal justice/ public safety purposes supporting an operator's assigned duties.

IV. SECURITY RESPONSIBILITIES CONT.

C. Operator Security

The terminal agency is responsible to ensure that within 30 days upon initial employment, terminal operators, programmers, IT personnel and other persons employed or utilized to effectuate access to or initiate transmission of CJIN/NCIC information are subjected to appropriate fingerprint based background checks to establish the "honesty and fitness to handle sensitive information" (MCA 44-5-405) of the potential employee and to ensure that the potential employee is "not a fugitive from justice and/or has not been convicted of a felony or serious misdemeanor." (28CFR, 20.21 and NCIC Security Policy approved September 2002). Agencies must also perform fingerprint based background checks on custodial, support, and/or contractor personnel accessing terminal areas, unless escorted by authorized personnel. In addition to the fingerprint based background checks, terminal agencies are required to run system inquiries against the Wanted Person and Criminal History files on potential new employees before requesting operator access.

The terminal agency is responsible for assuring that all operators having system access have successfully completed the operator certification program matching the operators level of system participation, within six months of system access and biennially thereafter.

The terminal agency shall provide DOJ with a list of employees authorized to access CJIN through the agency's terminal, CAD or MDT device. Each employee accessing CJIN through a terminal device will be assigned a unique sign-on by DOJ. The terminal agency must immediately notify DOJ when an employee is no longer authorized to use the terminal. Periodically, DOJ shall request that the agency administrator or TAC, validate the list of authorized employees.

D. Terminal Agency Coordinator (TAC)

The TAC shall be responsible for ensuring that the terminal agency is in compliance with system security requirements. Any violation must be brought to the immediate attention of DOJ.

E. Security of Information

Information obtained via the system shall not be sold or used for private business or personal reasons, nor shall any information obtained via the system be furnished to another person, except for criminal justice purposes. The data stored in CJIN/NCIC is documented criminal justice information and this information must be protected to ensure correct, legal, and efficient dissemination and use. The individual receiving a request for criminal justice information must ensure that the person requesting the information is authorized to receive the data. The stored data in CJIN/NCIC is sensitive and should be treated accordingly, and unauthorized requests or receipt of CJIN/NCIC material could result in criminal proceedings.

V. QUALITY ASSURANCE RESPONSIBILITIES

A. Introduction

Terminal agencies who enter records into CJIN/NCIC agree to maintain complete, accurate, and timely records and to validate these records in accordance with CJIN/NCIC validation procedures.

B. Record Quality

The entering agency is responsible for the quality of its records entered into CJIN/NCIC. However, the DOJ will notify the TAC anytime an error is detected in a record entered by the agency. DOJ becomes aware of record errors through:

1. Record review by DOJ staff;
2. Record review by NCIC quality control staff; and
3. Other terminal and state control terminal agencies.

DOJ may cancel an erroneous record, if after 24 hours of being notified that the record is in error by CJIN, the record has not been verified, changed, or canceled by the entering agency. DOJ shall notify the agency by system message when a record is canceled.

C. Availability to Confirm Records

Agencies entering records into CJIN/NCIC must ensure that HIT confirmation is available 24-hours a day, either at the agency or through another agency, providing a written agreement has been executed.

D. Record Validation

DOJ shall periodically send the terminal agency a list of records scheduled for validation. This listing will be accompanied by a Certification Document and validation procedures. The records must be validated and the Certification Document returned to DOJ within four (4) weeks or all records listed on the validation will be canceled by DOJ. DOJ shall notify the terminal agency administrator prior to canceling the records.

Validation obliges the entering agency to confirm the record is complete, accurate, and still outstanding or active. Validation is accomplished by reviewing the original entry and current supporting documents. Recent consultation with any appropriate complainant, victim, prosecutor, court, motor vehicle registry files, or other appropriate source or individual also is required with respect to the Wanted Person, Missing Person, and Vehicle Files. In the event the entering agency is unsuccessful in its attempts to contact the victim, complainant, etc., the entering authority must make a determination based on the best information and knowledge available whether or not to retain the original entry in the file. Validation procedures must be formalized and copies of these procedures must be on file for review during a CJIN or NCIC audit.

VI. CRIMINAL HISTORY RECORD INFORMATION (CHRI)

A. Introduction

Criminal justice agencies may access criminal history information via the CJIN system from the following sources:

1. Individual agencies;
2. State Central Repositories; and
3. The FBI Interstate Identification Index.

Criminal justice agencies who access CHRI data via CJIN must abide by all federal and state statutes governing the dissemination and use of CHRI data. Statutes include the Montana Criminal Justice Information Act of 1979, the Federal Privacy Act of 1974, and the Code of Federal Regulations, Title 28, part 20. In addition:

1. Agencies agree to abide by all policies and procedures implemented by DOJ and NCIC.
2. System security standards as outlined in section IV. of this agreement, must be met.
3. Terminal agencies shall permit a DOJ and/or NCIC audit team to conduct compliance audits.
4. All terminal agencies accessing criminal history record information will maintain a dissemination log with notation of the individual making the request for the record. All logs will be maintained for a minimum of one year.

VII. AGENCY AUDITS

Each terminal agency will be audited biennially by DOJ to ensure compliance with state and NCIC policy and regulations. A compliance audit may be conducted on a more frequent basis should it be necessary due to failure to meet the standards of compliance.

In addition to the DOJ audit, some local agencies will be audited directly by NCIC, as part of the NCIC compliance audit of Montana. The objective of this audit is to verify adherence to NCIC policy and regulations and is termed a compliance audit.

VIII. ADMINISTRATIVE RESPONSIBILITIES

A. User Fee

The terminal agency agrees to pay a user fee that partially offsets the cost of maintaining the telecommunications system. Agencies who become 90 days delinquent in payment, shall be notified and DOJ may begin action to terminate service to the delinquent agency.

B. Termination of Service

The terminal agency or the DOJ may, upon thirty days notice in writing, discontinue service.

VIII. ADMINISTRATIVE RESPONSIBILITIES CONT.

C. Sanctions for System Misuse

Violations of the rules, regulations, policies, and procedures or any other misuse or abuse of the system will, unless otherwise noted, result in the following sanctions:

1. **The first violation will result in a notification letter to the administrator of the offending agency.**
   a. **This letter will outline the infraction and will request future compliance.**
   b. **DOJ will retain a copy of the letter on file.**
2. **The second violation will result in an agency reprimand to the administrator of the offending agency.**
   a. **This letter will outline the infraction and request future compliance.**
   b. **DOJ will retain a copy of the letter on file.**
   c. **DOJ will call the agency administrator to discuss the problem.**
3. **The third violation will result in a meeting with DOJ and the agency administrator to discuss the possibility of removing that agency from the system until the problem has been resolved.**

If the violation is of such a nature that the security of the network is jeopardized, the DOJ reserves the right to begin sanctions at number 3 above.

In those situations where clear violations of the law have occurred, criminal prosecution of the offender will occur.

All terminal agencies shall permit an inspection team appointed by DOJ to conduct appropriate inquires with regard to any allegations of serious security violations. The inspection team shall include at least one representative of the Control Terminal Agency. All results of the investigation shall be reported to the Attorney General with appropriate recommendations.

ACKNOWLEDGEMENT

On behalf of the Sheridan County Sheriff's Office, terminal agency on the CJIN system, I hereby acknowledge the duties and responsibilities set out in this document and those documents incorporated by reference. This agency further agrees to indemnify and save harmless DOJ, its Director, and employees, from and against any and all claims; against all liability to others, including but not limited to any liability for damages by reason of or arising out of any false arrest or imprisonment or any cause of action whatsoever; and against any loss, cost, expense, damages resulting therefrom, arising out of or involving any negligence on the part of the terminal agency in the exercise or enjoyment of this agreement.

APPROVED:

MONTANA DEPARTMENT OF JUSTICE
Montana State Control Terminal

SIGNED NAME:________________

PRINTED NAME: Bryan Lockerby

TITLE: DCI Division Administrator

DATE:

COLUMBIA FALLS POLICE DEPARTMENT
Terminal Agency

DocuSigned by:
SIGNED NAME: Clint Peters
7423AA20B0C4437...

PRINTED NAME: Clint Peters

TITLE: Police Chief

DATE: 8/3/2023

NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN, that the City Council of the City of Columbia Falls, Montana, will hold public hearings beginning on June 19, 2023 at 7:00 p.m. in the Columbia Falls City Hall, 130-6th Street West, Columbia Falls, Montana, for the following purposes:

<u>Preliminary Budget</u>

Presentation and consideration of the preliminary budget for fiscal year beginning July 1, 2023 and ending June 30, 2024 will begin on June 19, 2023 and will be continued until final adoption of the budget after receiving the certified taxable valuation in August. City Council will review various departments and funds at each hearing until the budget has been presented in its entirety.

<u>Special Assessments</u>

Consideration of the adoption of the proposed Street Lighting District and Street Maintenance District assessments for FY2023/2024. Council will hear any objections to the final adoption of the resolution levying special assessments for FY 2023/2024. Special Assessments are estimated as follows:

Street Lighting District	$ 30,049 (no change)
Street Maintenance District	$330,000 (4.4% increase)

Individual property payment schedules will be available for inspection ten (10) days from this notice, in the office of the City Clerk, 130 6th Street West, Columbia Falls, Montana, during regular hours Monday through Friday, 7:00 AM to 6:00 PM.

<u>Permissive Medical Levy</u>

Consideration of adoption on the proposed tax levy to fund health insurance premium contributions for group benefits beyond the amount of contributions in effect on June 30, 1999. The actual mills for consideration will be made available upon receipt of the certified tax valuation for the year.

Taxpayers are encouraged to attend the hearings and give written or oral comments on any or all of the budget-related items. Written comments may be mailed to the City Clerk, 130 6th Street West, Room A, Columbia Falls, Montana, 59912. Questions regarding the proposed items can be made by contacting City Manager Susan Nicosia at 892-4391.

DATED THIS 5th DAY OF JUNE, 2023

s/Barb Staaland, City Clerk

Publish: Sunday June 11th and Sunday June 18th

PUBLIC WORKS DEPARTMENT

Item No.10.

130 6TH STREET WEST
COLUMBIA FALLS MT. 59912

PHONE: (406) 892-4430
FAX: (406) 892-4413

8/4/2023

RE: Chip Seal Project 2023 – Quantity Adjustment

Contractor to provide updated quantity adjustment on Monday August 7, 2023 from 67,588 SY to 52,022 SY for correct pricing for the 2023 Chip Seal Project. Updated amount would go from $265,198 to $212,770 at $4.09 per SY.

Chris Hanley
Public Works Director
City of Columbia Falls

SECTION 00300
Bid Form
Page 1 of 4

F. Bidder does not consider that any further examinations, investigations, explorations, test, studies or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to the Bidder, information and observations obtained from visits to the Site, and reports identified in the Bidding Documents, and all additional examinations, investigations, explorations, test, studies and data with the Bidding Documents.

I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which the Bid is submitted.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

The Bidder certifies that no official of the Owner, Engineer or any member of such official's immediate family, has direct or indirect interest in the pecuniary profits or Contracts of the Bidder.

5.01 The Bidder will complete the Work in accordance with the Contract Documents for the follow price(s):

BID ITEM	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
1.	Asphalt Seal & Chip Coat	64,874 SY	4.09	265,198.40
2.	Pavement Marking Tabs	Lump Sum		
3.	Crack Filling	11,000 Linear ft	4.33	47,609.90

TOTAL BID PRICE $312,808.30

Three hundred twelve thousand eight hundred eight dollars and thirty cents.
TOTAL BID PRICE WRITEN IN WORDS

A. The OWNER reserves the right to reject any or all bids.

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

This Agreement ("Contract") is entered into by the City of Columbia Falls (UEI #CWH8E9BX81F9), Columbia Falls, Montana (the "Grantee"), and the Montana Department of Commerce, Helena, Montana (the "Department").

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

Section 1. PURPOSE

The purpose of this Contract is to provide funding to the Grantee for project activities approved by the Department under the Montana Home Investment Partnerships Program ("HOME" or "Program") homebuyer assistance program.

Section 2. AUTHORITY

This Contract is issued under authority of Title 90, Chapter 1, Part 1, Montana Code Annotated (MCA) and 24 Code of Federal Regulations (CFR) Part 92.

Section 3. APPLICATION INCORPORATED BY REFERENCE

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

(b) The Grantee's *HOME Homebuyer Assistance Qualification Package*, *Management Plan*, and *Program Income and Recaptured Funds Plan* are specifically incorporated into this Contract by this reference and the representations contained therein are binding upon the Grantee.

Section 4. ACCEPTANCE OF PROGRAM REQUIREMENTS

(a) The Grantee will comply with the HOME Investment Partnerships Act at Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended, 42 U.S.C. 12701 et seq.; 24 CFR Parts 92; 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;* any applicable state and federal laws, regulations, administrative directives and procedures, as now in effect or as may be amended during the contract; all administrative directives and procedures that may be established or amended by the Department for the Program, including the most current version of the Department's HOME Application Guidelines and current *HOME Grant Administration Manual*; the Montana Consolidated Plan; and all other applicable local, state, and federal laws, regulations, administrative directives, procedures, ordinances, or resolutions.

(b) The Grantee agrees that all contracts and subcontracts entered into by the Grantee for the completion of the activities described in Section 6 SCOPE OF WORK of this Contract will require such contractors, subcontractors, and subrecipient entities to also comply with all applicable local, state, and federal laws, regulations, administrative directives, procedures, ordinances, and resolutions, including the most current version of the *HOME and HTF Grant Administration Manual*, as amended.

(c) The Grantee agrees that the Project will adhere to all applicable building codes and obtain all applicable federal, state, and local permits required for the project.

(d) If any housing assisted with HOME funds fails to meet the affordability requirements for the period(s) set forth in Section 5 EFFECTIVE DATE AND TIME OF PERFORMANCE the Grantee will repay to the Department all HOME funds expended on this housing.

(e) The Grantee agrees that the Project will provide assurance that HOME affordable housing requirements are met during the period of affordability, as described in Section 5, through the imposition of a lien on the property, deed restriction, covenant, or other similar legal mechanism.

(f) If the Grantee provides HOME funds for a project that will be owned by another entity, the Grantee and the entity will execute a written agreement that implements the requirements described in the preceding paragraph.

(g) Grantee, and any subrecipients and/or community housing development organizations are prohibited from charging any servicing, origination, processing, inspection, or other fees for the costs of administering the HOME program, except as permitted by regulation.

(h) At the time of Contract termination as provided in Section 5, the Grantee must transfer to the Department any Program funds on hand and any accounts receivable attributable to the use of Program funds, see 92.504(c)(2)(vii). The Grantee may retain Receipted funds and disburse them as authorized by the Department.

(i) The Grantee will provide and document any matching contributions of no less than five percent (5%) of the amount of Program assistance provided for each participant receiving Program assistance. Matching contributions must be an eligible form of matching contribution as defined in 24 CFR §92.220 and must be approved in writing by the Department.

Section 5. EFFECTIVE DATE AND TIME OF PERFORMANCE

(a) This Contract takes effect upon execution by the parties and will terminate on July 31, 2025 or upon approval of the Grantee's Project Completion Report by the Department, whichever is later, unless otherwise terminated in accordance with this Contract.

(b) All authorized expenses to be reimbursed must be incurred by the Grantee between April 1, 2023 and April 30, 2025. All Requests for Reimbursement must be submitted to the Department within 90 days after April 30, 2025.

(c) The "period of affordability" provisions will survive throughout the period of affordability, which is based on the amount of assistance provided for each activity pursuant to the chart included herein:

Housing Activity (per-unit)	**Minimum Period of Affordability**
Under $15,000	5 years
$15,000 to $40,000	10 years
Over $40,000	15 years

(d) If any housing assisted with Program or Receipted funds fails to meet the affordability requirements for the period(s) set forth in Section 5 the Grantee will repay to the Department all Program or Receipted funds expended on this housing.

(e) The activities to be performed by the Grantee will be completed according to the implementation schedule set forth in Exhibit A. The Grantee may modify the implementation schedule set forth in Exhibit A only upon obtaining the prior written approval of the Department.

(f) The Department may grant a Contract extension upon request by the Grantee if the Department determines, in its sole discretion, that the Grantee has demonstrated progress toward completion of the Project; has engaged in a good faith effort to comply with the duties, terms, and conditions of this Contract, and that the failure to comply with any of those services, duties, terms, or conditions resulted from circumstances beyond the Grantee's control. A written request for an extension must be submitted at least sixty (60) days prior to April 30, 2025.

Section 6. SCOPE OF WORK

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

- Type of activity: down payment and closing costs assistance provided to income-eligible homebuyers for homes to be placed in a Community Land Trust, in conjunction with the Northwest Montana Community Land Trust;
- Soft costs to qualify homebuyers and implement the Program;
- Service area: Columbia Falls.

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

Section 7. BUDGET

(a) The total amount to be available to the Grantee under this Contract for homebuyer assistance will not exceed $200,000 in Receipted Funds, as defined below.

(b) A copy of the preliminary Project budget is attached hereto as Exhibit B to this Contract and is specifically incorporated into this Contract by reference.

(c) For cumulative budget adjustments of $5,000 or less between line items of the HOME portion of Exhibit B, Department approval of the Request for Reimbursement form will constitute approval of the budget adjustment. The Grantee shall describe the rationale for a budget adjustment in the Project Progress Report and note the adjustments in the Request for Reimbursement and Status of Funds Report submitted to the Department. Budget adjustments in excess of $5,000 between any line item of Exhibit B must be approved in advance by the Department.

(d) Receipted Funds

(i) The Grantee will retain program income, recaptured funds, and/or CHDO proceeds, hereinafter referred to as "Receipted Funds", received before or after Project closeout, but such Receipted Funds must be treated as additional Program funds and subject to all applicable requirements governing the use of Program funds.

(ii) If the Grantee chooses to retain Receipted Funds received before Project closeout, a preliminary plan to manage Receipted Funds in compliance with the most recent version of the Program guidelines must be developed and submitted for review and written approval by the Department.

(iii) The Grantee will record and report the receipt and expenditure of Receipted Funds as part of the financial transactions of the Project.

(iv) The Grantee must expend substantially all Receipted Funds before requesting additional Program funds. The Department will deduct the amount of Receipted Funds on hand, shown on the drawdown form, from the amount requested by the Grantee.

(v) If the Grantee desires to retain Receipted funds received after Project closeout, the Grantee must execute a contract with the Department at the time of closeout that describes the Grantee's reporting requirements and responsibility for compliance with requirements governing the Receipted funds received subsequent to grant closeout.

(e) For homebuyer assistance activities, the purchase price of each assisted unit must not exceed the current maximum purchase price limit (for homebuyer assistance) as established by HUD and on the Department's website. Soft costs defined in the *Management Plan*, will be limited to $2,500 and will be justified through the actual documented costs required to provide Program assistance to each homebuyer. Soft costs will not be reimbursed for households that ultimately do not receive Program assistance.

(f) The initial budget for each homebuyer activity will be established when the Grantee submits to the Department the appropriate set-up report and applicable back-up documentation. The budgeted amount is subject to written approval by the Department and the availability of Program funds. If modification to the activity budget is necessary, the Grantee will submit a revised set-up report along with justification for the modification and applicable back-up documentation. Budget modifications are subject to written approval by the Department and the availability of Program funds.

Section 8. METHOD OF REIMBURSEMENT

(a) The Department will use the funds allocated to the State by HUD to fund project activities by Grantees that have received a Notice of Award letter from the Department. The Grantee acknowledges that its access to such funds is subject to their availability.

(b) The Department agrees that, if and when the funds described in paragraph (a) of this Section are available, the Department will authorize the Grantee to request reimbursement from funding awarded for the Project. In drawing against the reserved amount, the Grantee will follow the instructions supplied by the Department and according to the approved Management Plan and/or Receipted Funds Plan.

(c) The Department agrees to reimburse the Grantee as set forth in this Section for successfully completing the activities set forth in Section 6 SCOPE OF WORK as eligible Project costs are incurred on or after April 1, 2023, supported by adequate documentation submitted by the Grantee, and upon the Department's approval of the Grantee's Request for Reimbursement. Unless previously agreed to in writing by the Department, the Department will not reimburse Grantee for any costs related to land acquisition, construction, construction inspection, or contingency line items in Exhibit B until Grantee documents that all applicable permits for the project have been obtained, as required in Section 4(c). In requesting reimbursement, the Grantee will follow the instructions supplied by the Department.

(d) The Department will not reimburse the Grantee for any costs incurred prior to April 1, 2023; for any expenses not included in Exhibit B or an approved adjustment thereto, any ineligible expenses as set forth in the most current version of the *HOME and HTF Grant Administration Manual*; or any expenses not clearly and adequately supported by the Grantee's records. Reimbursement for any project expenses incurred is contingent upon the Grantee's completion of Section 18 SPECIAL PROJECT START-UP CONDITIONS.

(e) As further set forth in Section 23 TERMINATION OF CONTRACT, if the Grantee fails to or is unable to comply with any of the terms and conditions of this Contract, any costs incurred will be the Grantee's sole responsibility.

(f) The Department is allowed 15 working days to process a Request for Reimbursement once adequate supporting documentation has been received by the Department. The Grantee shall provide banking information at the time of Contract execution in order to facilitate electronic funds transfer payments.

(g) If the Grantee changes one of its sources of funding or the cost of the Project increases after the Grantee has obtained the firm commitment of non-Program funds, the Department may, at its discretion, suspend the distribution of Program funds until the Grantee obtains a firm commitment of funds for the full Project budget.

(h) If actual Project expenses are lower than projected by the Grantee in Exhibit B, or the Grantee obtains a greater amount of grant funds from other sources than as presented in the Project application, the Department, at its sole discretion, may reduce the amount of Program funds to be provided to the Grantee under this Contract in proportion to all other project funding sources.

(i) If the Department determines that the Grantee has failed to satisfactorily carry out its responsibilities under this Contract or has breached the terms of this Contract, the Department may withhold reimbursement to the Grantee until such time as the Department and the Grantee agree on a plan to remedy the deficiency.

(j) At the request of the Department, Requests for Reimbursement for contracted or subcontracted services must include appropriate documentation demonstrating compliance with contract requirements.

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

(l) If any obligations remain as of the date of Project closeout, the Department shall prepare, and the parties shall execute a Closeout Agreement specifying the conditions and requirements governing those remaining obligations.

(m) The Grantee will request that the Department disburse funds when the funds are needed for payment of eligible costs. The amount of each request will be limited to the amount needed. The Grantee will use Receipted funds on hand before requesting Program funds from the Department. The Grantee shall disburse any Receipted funds according to the terms of the Receipted funds plan as submitted to the Department.

(n) All funds for each homebuyer activity must be drawn and spent and the completion report submitted to the Department within 120 days of the date the funds are committed to a specific activity. Further, the completion report must be submitted within 100 days of the final draw or within 120 days of activity commitment, whichever comes first. Unless otherwise agreed to in writing by the Department, any funds not expended within 120 days may be withdrawn from the Grantee.

Section 9. REPORTING REQUIREMENTS

(a) Quarterly Update Reports. During the term of this Contract, the Grantee must submit a quarterly update report. This report shall describe the status of the activities set forth in Section 6 SCOPE OF WORK including, at a minimum, the number of homebuyers assisted, costs incurred, Receipted funds received, disbursed and remaining on hand, the percentage completed, costs incurred, funds remaining, and projected completion date. The report must also describe any significant problems encountered in carrying out the Project, and the scope of any necessary modifications the Grantee is requesting in the Project scope of work, budget, or implementation schedule. The Grantee must submit the quarterly update report to the Department fifteen (15) days after the close of each calendar quarter. The Department, at its sole discretion, may decline to honor any Request for Reimbursement if the required quarterly update report has not been submitted to or approved by the Department.

(b) Project Progress Reports. During the term of this Contract, the Grantee must submit project progress reports to the Department with each Request for Reimbursement. The report will describe the use of the funds requested for each budget line item. The report should also describe any anticipated changes in the budgeted amounts. The Project Progress Report must also provide a written narrative on activities that have occurred relating to Match, Soft Costs and Receipted funds. The Department, at its sole discretion, may decline to honor any Request for Reimbursement if the required project progress report has not been submitted to or approved by the Department.

(c) Project Completion Report. Upon completion of the Project, the Grantee must submit a final Project Completion Report for Department approval. The Project Completion Report will describe the total costs incurred for the Project, identify the final completion date, and summarize any significant problems encountered in carrying out the Project. Upon approval of the Project Completion Report, the Department will issue the Notice of Project Close-out.

The Grantee agrees to submit the Project Completion Report to the Department within 90 days of the final request for reimbursement or within 90 days of project completion, whichever comes first.

Section 10. LIAISONS

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

For the Department:
Sharon Lofftus (or successor)
Program Specialist, MDOC
301 S. Park Ave.
P.O. Box 200528
Helena, MT 59620-0528
406-841-2766
Sharon.Lofftus@mt.gov

For the Grantee:
Susan Nicosia (or successor)
City Manager, City of Columbia Falls
130 6th St West, Room A
Columbia Falls, MT 59912
406-892-4413
nicosias@cityofcolumbiafalls.com

Section 11. ACCESS TO AND RETENTION OF RECORDS

(a) The Grantee agrees to create and maintain records supporting the services covered by this Contract, including but not limited to financial records, supporting documents, and such other records as are required by law or other authority, for a period of five (5) years after the completion date of the Contract, the period of affordability, or the conclusion of any claim, litigation, or exception relating to the Contract taken by the State of Montana or third party, whichever is later. These records will be kept in the Grantee's offices in Columbia Falls, Montana.

(b) The Grantee shall provide the Department, HUD, Comptroller General of the United States, Montana Legislative Auditor, or their authorized agents access to any records necessary to determine Contract compliance.

(c) The Grantee agrees to include in first-tier subcontracts under this Contract a clause substantially the same as paragraphs 11 (a) and (b).

Section 12. PROJECT MONITORING

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

Section 13. COMPLIANCE WITH APPLICABLE LAWS

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

Section 14. ACCOUNTING, COST PRINCIPLES, AND AUDITING

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

(b) The Department or any other legally authorized governmental entity or their authorized agents may, at any time during or after the term of this Contract, conduct, in accordance with Sections 2-7-503, 5-13-304, and 18-1-118, MCA and other authorities, audits for the purposes of ensuring the appropriate administration, expenditure of the monies, and delivery of services provided through this Contract.

Section 15. AVOIDANCE OF CONFLICT OF INTEREST

(a) The Grantee will comply with the provisions of the applicable HUD regulations of 24 C.F.R. Part 92, and with Sections 2-2-121, 2-2-201, 7-3-4256, 7-3-4367, 7-5-2106, and 7-5-4109, MCA, as applicable, and any other applicable local, state, or federal law regarding the avoidance of conflict of interest.

(b) The Grantee agrees that none of its officers, employees, or agents will solicit or accept gratuities, favors, or anything of monetary value from contractors, subcontractors, or potential contractors and subcontractors who provide or propose to provide services relating to the project funded under this Contract.

(c) The Grantee shall promptly refer to the Department any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted any false claim or has committed any criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving funds provided under this Contract.

Section 16. OWNERSHIP AND PUBLICATION OF MATERIALS

All reports, information, data, and other materials prepared by the Grantee, or any of its contractors or subcontractors, in furtherance of this Contract are the property of the Grantee and the Department, which both have the royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, in whole or part, such property and any information relating thereto. No material produced in whole or part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of the Department and the Grantee.

Section 17. ASSIGNMENT, TRANSFER, AND SUBCONTRACTING

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

Section 18. SPECIAL PROJECT START-UP CONDITIONS

If the Grantee has not completed all Project Start-up conditions by December 31, 2023 the Contract may be terminated by the Department. The Grantee will not obligate or utilize funds for any activities provided for by this Contract until:

(a) The Grantee completes an Environmental Review Record and the Department issues a Notice of Release of Funds; however, upon receiving written authorization from the Department, the Grantee may incur costs necessary for the preparation of the Environmental Review Record and for planning activities defined as exempt under 24 CFR Part 58.34.

(b) The Grantee submits to the Department evidence of the firm commitment of the other financial resources necessary for the completion of the Project as defined in Section 6, SCOPE OF WORK, and Exhibit A, within the budget set forth in Exhibit B.

(c) The Grantee submits to the Department and the Department approves an acceptable Project Management Plan, Implementation Schedule, and Budget.

(d) The Grantee submits to the Department and the Department approves an acceptable affirmative marketing plan (including minority outreach), that satisfies the obligations described in the current version of the Department's *HOME and HTF Affordable Housing Development Grant Administration Manual.*

(e) The Grantee submits to the Department an acceptable subrecipient agreement executed between the Grantee and Northwest Montana Community Land Trust, Inc.

(f) The Grantee complies with all HOME project requirements and all other Program requirements as applicable in accordance with 24 CFR 92 subparts K, F and H for the type of project assisted.

(g) The Grantee submits to the Department and the Department approves an acceptable Management Plan and Receipted Funds Plan.

Section 19. HOLD HARMLESS AND INDEMNIFICATION

The Grantee agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the Grantee's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the Grantee and/or its agents, employees, representatives, assigns, subcontractors under this Contract.

Section 20. INSURANCE

(a) General Requirements. Grantee shall maintain and shall assure that its representatives, assigns, and subcontractors maintain for the duration of the Contract, at their own cost and expense, liability insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the duties and obligations in the Contract by Grantee, its agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission. The Department, its officers, officials, employees, and volunteers are to be covered as additional insured's for all claims arising out of the use of grant proceeds provided by the State of Montana.

(b) General Liability Insurance. At its sole cost and expense, the Grantee shall purchase occurrence coverage with minimum combined single limits of $1 million per occurrence and $2 million aggregate per year, or as established by statutory Tort limits of $750,000 per claim and $1,500,000 per occurrence as provided by a self-insurance pool insuring counties, cities, or towns, as authorized under Section 2-9-211, MCA.

(c) Professional Liability Insurance. Grantee shall assure that any representatives, assigns, and subcontractors performing professional services under this Contract purchase occurrence coverage with combined single limits for each wrongful act of $1 million per occurrence and $2 million aggregate per year. Note: if "occurrence" coverage is unavailable or cost prohibitive, the Contractor may provide "claims made" coverage provided the following conditions are met: (l) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three (3) year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

(d) Property Insurance. At its sole cost and expense, the Grantee shall maintain property and hazard insurance, including course of construction coverage, and earthquake insurance in areas where there is a shaking level above 10g (see map at http://rmtd.mt.gov/Portals/62/aboutus/publications/files/NEHRP.pdf) for loss or damage for any building and all related improvements and contents therein on the premises on a replacement cost basis throughout the term of the contract.

(e) General Provisions. All insurance coverage shall be placed with a carrier licensed to do business in the State of Montana or by a domiciliary state and with a Best's rating of at least A-, or by a public entity self-insured program either individually or on a pool basis as provided by Title 2, MCA. All certificates and endorsements are to be received by the Department prior to beginning any activity provided for under the Contract. Grantee shall notify the Department immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The Department reserves the right to request complete copies of Grantee's insurance policy at any time, including endorsements.

Section 21. DEBARMENT

The Grantee certifies and agrees to ensure during the term of this Contract that neither it nor its principals, contractors, subcontractors, or subrecipient entities are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or otherwise excluded from or ineligible for participation in this Contract or in any federal assistance programs under Executive Order 12549, "Debarment and Suspension" or by any governmental department or agency.

Section 22. CONTRACT AMENDMENT

(a) Except as otherwise set forth herein, this Contract may not be enlarged, modified, or altered except upon written agreement by all parties to the Contract.

(b) The Department will agree to an amendment only if the Grantee clearly demonstrates that the modification is justified and will enhance the overall impact of the original Project.

(c) The Department will not approve amendments to the SCOPE OF WORK or the BUDGET that will affect high priority activities or improvements that would materially alter the circumstances under which the original application was approved by the Department.

Section 23. TERMINATION OF CONTRACT

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

(a) Termination Due to Loss or Reduction of Funding. The Department, at its sole discretion, may terminate or reduce the scope of this Contract if any funding sources are eliminated or reduced for any reason. If a termination or modification is so required, the Department may, if sufficient HOME funds are available, compensate the Grantee for eligible services rendered and actual, necessary, and eligible expenses incurred as of the revised termination date. The Department will notify the Grantee of the effective date of the termination or modification of this Contract and, if a reduction in funding is required, will provide the Grantee with a modified Project budget.

(b) Termination for Cause with Notice to Cure Requirement. The Department may terminate this Contract for failure of the Grantee, its contractors, subcontractors, or subrecipient entities to perform or comply with any of the services, duties, terms, or conditions contained in this Contract after giving the Grantee written notice of the stated failure. The written notice will demand performance of the stated failure within a specified period of time of not less than thirty (30) days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

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

Section 24. DEFAULT

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

Section 25. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Grantees are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana in accordance with Sections 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the Grantee nor its employees are employees of the State. This insurance/exemption must be valid for the entire term of the Contract. Proof of compliance and renewal documents must be sent to the Department.

Section 26. FORCE MAJEURE

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

Section 27. SEPARABILITY

A declaration by any court, or any other binding legal forum, that any provision of the Contract is illegal and void shall not affect the legality and enforceability of any other provision of the Contract, unless the provisions are mutually dependent.

Section 28. NOTICE

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

Section 29. NO ARBITRATION

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

Section 30. REFERENCE TO CONTRACT

The Contract number must appear on all invoices, reports, and correspondence pertaining to the Contract.

Section 31. NO WAIVER OF BREACH

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

Section 32. JURISDICTION AND VENUE

This Contract is governed by the laws of Montana. The parties agree that any litigation concerning this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.

Section 33. INTEGRATION

This contract contains the entire agreement between the parties, and no statements, promises, or inducements of any kind made by either party, or the agents of either party, not contained herein or in a properly executed amendment hereto are valid or binding. Amendments to this contract must be signed by both parties.

IN WITNESS OF THE TERMS SET OUT ABOVE, the parties hereto have caused this Contract to be executed on the dates set out below.

CITY OF COLUMBIA FALLS:

____

Susan Nicosia, City Manager Date

ATTEST:

____

Barb Staaland, City Clerk

APPROVED AS TO FORM:

____

Justin Breck, City Attorney Date

MONTANA DEPARTMENT OF COMMERCE:

____

Mandy Rambo, Deputy Director Date

EXHIBIT A

TASK	2023 2nd 2023 A M J	3rd 2023 J A S	4th 2023 O N D	2024 Jan – Dec	2025 1st 2025 J F M	2nd 2025 A M J	3rd 2025 J A S
PROJECT START UP							
Execute Contract	X						
Complete Exempt Environmental Documentation	X						
Provide documentation for participating Cities/Towns/Counties	X						
IMPLEMENT PROGRAM							
Market Homebuyer Program	X	X	X	X	X	X	
Qualify Homebuyers	X	X	X	X	X	X	
Disburse funds to Homebuyers	X	X	X	X	X	X	
Manage and disburse recaptured funds	X	X	X	X	X	X	
PROJECT CLOSE OUT							
Submit Final Drawdown						X	
Project Completion Report/Final Certification						X	
Contract End Date							**July 2025**

EXHIBIT B

	SOURCE: HOME Program Income	TOTAL
Soft Costs	7,500	7,500
Homebuyer Assistance	192,500	192,500
TOTAL PROJECT BUDGET	**200,000**	**200,000**

DocuSign Envelope ID: C37A8747-A409-44A7-8E63-5AE96DE5D16D

Contract Information Sheet

Item No.11.

Division staff are required to complete the items in blue print. *Last Revised March 2023*

Contract Number:	MT-HOME-HBA-23-01	Original Contract Amount:	program income only
Contractor's Name:	City of Columbia Falls	Amendment Amount:	
Contractor Liaison:	Kim Morisaki		
Contractor's Liaison Email:	kmorisaki@nwmt.org	Total Contract Value:	program income only
Approved to Form Name:	Justin Breck	Funding Source:	Federal
Approved to Form Email:	justin@brecklawoffice.com		
Contractor (signee) Name:	Susan Nicosia	Program Number/Division:	74 - HOME & HTF
Contractor's Email:	nicosias@cityofcolumbiafalls.com	Org Number:	744023
Contractor's Address:	130 6th St West, Room A	Vendor Number:	23445
Contractor's Address 2:	Columbia Falls, MT 59912	Project Name (optional):	HOME-HBA-23-01
Attest Name:	Barb Staaland		
Attest Email:	staalandb@cityofcolumbiafalls.com	Start Date:	4/1/2023
		End Date:	7/31/2025
Delegation:	Commerce	Absolute End Date:	
Procurement Method:	Exempt*		
Contract Type:	Grant		
Contract Usage:	Fixed		

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

Liaison:	Sharon Lofftus	Program Manager:	julie.flynn@mt.gov
Liaison Email:	sharon.lofftus@mt.gov	Bureau Chief:	
Liaison Phone:	406-841-2766	Additional Email:	
		Additional APO Email:	DOCAPO@mt.gov

Signatures:

Division Administrator	DocuSigned by: Cheryl Cohen 8AEB19893F4A9...	7/19/2023
Fiscal Review	DocuSigned by: Judy Clay B88690E781C6477...	7/19/2023
Legal Counsel	DocuSigned by: Amy Barnes 9A5134AB6C09496...	7/19/2023
Deputy Director		
OBPP		
Information Technology		
SITSD		

Copies To:

Liaison	☑
Director (> $200K)	☐
Deputy Director (<$25K)	☐
Perceptive	☑

Certificate Of Completion

Envelope Id: C37A8747A40944A78E635AE96DE5D16D		Status: Sent
Subject: Montana Department of Commerce Contract #MT-HOME-HBA-23-01 for Signature		
Source Envelope:		
Document Pages: 19	Signatures: 3	Envelope Originator:
Certificate Pages: 6	Initials: 0	Contracts Admin
AutoNav: Enabled		PO Box 200501
EnvelopeId Stamping: Enabled		301 S. Park Ave
Time Zone: (UTC-07:00) Mountain Time (US & Canada)		Helena, MT 596200501
		doccontracts@esign.mt.gov
		IP Address: 161.7.39.7

Record Tracking

Status: Original 7/19/2023 12:28:44 PM	Holder: Contracts Admin doccontracts@esign.mt.gov	Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Cheryl Cohen cheryl.cohen@mt.gov DA Security Level: Email, Account Authentication (None)	DocuSigned by: Cheryl Cohen 88AED198932F4A9... Signature Adoption: Pre-selected Style Using IP Address: 107.77.234.151 Signed using mobile	Sent: 7/19/2023 12:34:23 PM Viewed: 7/19/2023 12:56:23 PM Signed: 7/19/2023 12:56:38 PM
Electronic Record and Signature Disclosure: Accepted: 7/19/2023 12:56:23 PM ID: dd57b1a6-97c9-4208-bcac-dd293099d7e4		
Judy Clay judy.clay@mt.gov Security Level: Email, Account Authentication (None)	DocuSigned by: Judy Clay B88690E781C6477... Signature Adoption: Pre-selected Style Using IP Address: 161.7.39.7	Sent: 7/19/2023 12:56:39 PM Viewed: 7/19/2023 1:08:45 PM Signed: 7/19/2023 1:14:35 PM
Electronic Record and Signature Disclosure: Accepted: 7/19/2023 1:08:45 PM ID: e59f2dbe-047a-4cc6-b196-50297c64b075		
Amy Barnes AmyBarnes@mt.gov Security Level: Email, Account Authentication (None)	DocuSigned by: Amy Barnes 9A5134AB6C09496... Signature Adoption: Pre-selected Style Using IP Address: 161.7.39.7	Sent: 7/19/2023 1:14:36 PM Viewed: 7/19/2023 1:15:14 PM Signed: 7/19/2023 1:15:24 PM
Electronic Record and Signature Disclosure: Accepted: 7/19/2023 1:15:14 PM ID: 51b367bb-c951-4575-b151-b9e3393b2920		
Justin Breck justin@brecklawoffice.com Security Level: Email, Account Authentication (None)		Sent: 7/19/2023 1:15:26 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Signer Events	Signature	Timestamp
Susan Nicosia nicosias@cityofcolumbiafalls.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Barb Staaland staalandb@cityofcolumbiafalls.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Mandy Rambo Mandy.rambo@mt.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/19/2023 1:18:02 PM ID: da1bf00e-0465-4d63-938c-85b441bc248d		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Sharon Lofftus sharon.lofftus@mt.gov Program Specialist Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 5/24/2023 8:21:49 AM ID: 5e93b8f5-82ac-45d9-a043-c1ac2915e8e7	COPIED	Sent: 7/19/2023 12:34:22 PM
Julie Flynn julie.flynn@mt.gov Program Manager Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 7/13/2023 2:11:59 PM ID: c6040721-dfc7-4741-8881-09fcb839ccd9	COPIED	Sent: 7/19/2023 12:34:22 PM Viewed: 7/19/2023 12:41:59 PM
Kim Morisaki kmorisaki@nwmt.org NWMTCLT Executive Director NeighborWorks Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 7/19/2023 12:34:23 PM Viewed: 7/19/2023 6:16:37 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/19/2023 12:34:23 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact MT Dept of Commerce:

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

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

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

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

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

To request paper copies from MT Dept of Commerce

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

To withdraw your consent with MT Dept of Commerce

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

i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to doccontracts@mt.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

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

Acknowledging your access and consent to receive materials electronically

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

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

MUTUAL RELEASE OF ALL CLAIMS AND SETTLEMENT AGREEMENT

RELEASORS: Mark Cahill, Inge Cahill, Inge Cahill FBO Home Matters PSP Trust, City of Columbia Falls, their heirs, personal representatives, successors, assigns, agents, partners, and assigns

CIVIL CAUSE: Cause No. DV-15-2022-939D, Montana Eleventh Judicial District Court, Flathead County.

1. Mutual Release

For and in consideration of the mutual promises and terms of the settlement recited below, the parties in Cause No. DV-15-2022-939D, as Mutual Releasors, fully and forever release and discharge each other, and covenant not to sue each other, their heirs, personal representatives, successors, assigns, agents, partners, employees and attorneys from any and all actions, claims, causes of action, demands, or expenses for damages or injuries, whether asserted or unasserted, known or unknown, foreseen or unforeseen, arising out of the above-described civil action, provided however this Comprehensive, Final and Irrevocable Mutual Release of All Claims and Rights shall not apply to or limit the rights of the parties to bring an action to enforce the terms hereof. The parties shall cause to be dismissed with prejudice all claims, asserted or unasserted, against each other, including but not limited to those claims asserted in Cause No. 15-2022-939D,

2. No Admission of Liability

It is understood and agreed that neither the negotiations for this settlement agreement nor this mutual release of all claims and settlement agreement shall be considered as an admission of liability.

3. No Additional Claims

The parties represent that no additional claims are contemplated against any other party potentially liable for the losses, damages, and injuries for which this release is given. In the event any additional claim is made which directly or indirectly results in additional liability exposure to the parties or the losses, injuries, and damages for which this release is given, the parties covenant and agree to indemnify and save the parties harmless from all such claims and demands, including reasonable attorney's fees and all other expenses necessarily incurred.

4. Additional Terms of Settlement

The parties agree as follows:

a. The City of Columbia Falls (hereafter"the City") will, at its own expense, install and maintain a six-foot spire-type fence along the southern boundary of Kreck Riverside Park (hereafter the park) extending to the top of the bluff as is structurally feasible. The foregoing item will be completed within one year.

b. The City will provide signage on the north and south borders of the park including language similar to "No Trespassing, Private Property" and displaying the hours of operation of the park.

c. The City will enforce its current and future trespass and hours of use laws and ordinances in good faith in regard to activities in and around the park.

5. Agreement conditioned upon approval.

This Agreement is conditioned upon its approval by the City Council.

6. Dismissal of Lawsuit

Following the parties' execution of this Agreement, this Agreement shall be presented to the City Council for its approval. The city attorney shall recommend approval of this Agreement. If the City Council approves this Agreement, then the parties agree that all claims, asserted or unasserted, shall be dismissed with prejudice in Cause No. DV-17-255(A). Each party shall pay their respective litigation costs and attorneys' fees. The city will be solely responsible for the mediator's fees and costs for this mediation.

7. Release of Insurer

Releasor further releases Montana Municipal Interlocal Authority (MMIA) and its agents, successors, assigns, employees, attorneys, partners, officers, shareholders, directors, members, parent companies, subsidiaries and related companies and their employees, attorneys, partners, officers, shareholders, directors, members from all obligations under any part of the company's insurance policies applicable to Releasor's claims and from any and all claims arising out of the investigation, handling, adjusting, defense or settlement of the claim including, without limitation, any statutory, common law or other claims, including any claims under § 33-18-242, MCA.

8. No Reliance

The parties warrant, represent and agree that they are not relying on any advice of any other party or their attorneys as to the legal, income tax or any other consequence of any kind arising from this release and the settlement. The parties and their respective attorneys shall not be liable to each other if the legal, income tax or other consequences of this release and settlement are other than those anticipated.

9. Disclaimer

The parties hereto have carefully read the contents of this Settlement Agreement and Mutual Release, have discussed its legal effect with their attorneys, understand the contents thereof, and sign the same of their own free will and accord.

10. **Future Cooperation.**

The Parties agree to cooperate fully and to execute any and all additional documents as are reasonably necessary or appropriate to give full force and effect to the terms and intent of this Settlement Agreement and Mutual Release. Time is considered of the essence pertaining to any request made by any party for another to execute an agreement.

11. **Binding Effect.**

This Agreement shall be binding upon the Parties, and their heirs, successors and assigns.

DATED this _____ day of August , 2023,

____
Mark Cahill

____
Inge Cahill

Inge Cahill FBO Home Matters PSP Trust

____
By: Mark Cahill, Trustee
Inge Cahill FBO Home Matters PSP Trust

Approved:

____
Loren Fitzpatrick
Attorney for Mark Cahill, Inge Cahill and Inge Cahill FBO Home Matters PSP Trust

City of Columbia Falls, Montana

____
By: ____________________________

Approved:

____
Todd A. Hammer
Hammer, Quinn & Shaw, PLLC
Attorney for City of Columbia Falls, Montana

Mayor and council, Memo From: Councilor Fisher

This memo is in regards to housing issues in Columbia Falls. I hope that you all will take a moment to read this as part of our ongoing conversations about affordable and attainable housing in our community. I will be following up during our council and mayor reports during our meeting August 7th, 2023.

Over the past few weeks I have been approached by folks who wanted to talk about housing issues. Rather than engage in possible ex parte communication with individuals, I thought it best to address the council and the community as a whole. I have attached a statement I gave to the Flathead Beacon on February 9th, 2023. It was part of the discussion of development on the east side of the Flathead River. If memory serves, I believe this was after the River Highlands project on the South side of the river was withdrawn, but before the council had officially engaged with the development on the North side of the river.

Below is the statement I gave to the Flathead Beacon in February 2023. I send this along as another conversation piece in our ongoing discussion on housing. Thank you for your time.

Columbia Falls is historically a working class community. If we want to remain a working class community then the working class must be able to afford to live here. If we deny all attempts at denser, more affordable housing then we will lose our working class character because the working class won't be able to actually live here.

Take the River Highlands development as an example. I attended all the Planning Board hearings, heard all the testimony and read every comment that was submitted to the city regarding that development. The River Highlands proposal was not perfect, and the public has a lot of valid concerns that I fully acknowledge, but there has not been much attention to the potential positive aspects of the development as proposed.

If we say no to a development like this, we are also saying no to: a traffic light for river road, a safer intersection with highway 2, city sewer services that avoid septic systems that leech into the Flathead river, a 5 acre public park on the Flathead river, a walkable neighborhood with sidewalks, bike paths, and designed connectivity, dedicated long-term rentals with a rule prohibiting short term rentals, and housing opportunities for hundreds of working class people. The River highlands property is only 1/4 mile from city limits, so access to services and utilities are achievable. It is only 1/3 mile from the Highline Apartment complex, so it is in the vicinity of other dense housing units. And it is only 1 mile from downtown Columbia Falls, so residents could easily access downtown businesses by foot or bike. A development like this builds a connected walkable neighborhood that can be an asset to the city of Columbia Falls and the Flathead valley as a whole.

There are lots of valid reasons to object to development, but it is frustrating to be fighting misinformation about development as it pertains to city resources. Our fire chief, police chief, public works department, and school superintendent all say that they have the resources to safely and effectively serve the new developments that are being proposed. The experts in these areas, who do this work every day, have been consulted and said that they can handle it. Yet the public constantly points to these services as being overtaxed, ignoring the facts.

Development will happen in and around Columbia Falls. Both the proponents and the opponents know this, it has been repeated in public testimony. It is just a matter of how we develop and grow. We as a community can either develop through the planning and zoning process, or, if we shut down these planned unit developments, the developer will develop by right. This means they will build what they are allowed to by law without asking for permission or changes. They will build a bunch of million dollar homes on larger lots. And we know that the working class, the folks that we want to be building homes and apartments for, won't be able to live here.

We can only effectively restrict short-term rentals through the zoning process. If a developer is only allowed to developing land by right, without zoning amendments or planned unit developments, we cannot legally stop short term rentals.

The unintended consequences of the NIMBY thinking process is that the parcels will still be developed, but they will be developed in such a way that they continue to use exclusive zoning that only allows for the very wealthy to live here. We have seen this in Whitefish over the past several years. Dense housing is proposed by developers, the community says "no", so the developer builds what they are allowed to by right, which are usually large single family houses on large lots, which are totally unaffordable to the working class. These houses often become second homes and vacation rentals. If we want to become an unaffordable resort community like Whitefish, the quickest way to do that is to deny all housing projects that encourage density.

Recently, people have blamed the city manager and staff for pushing development, but that is totally inaccurate. The city doesn't bring these developments forward. Developers and landowners bring forth development ideas for their property to the city, then the city staff guides them through our regulations and policies to see if it fits within our rules. The city staff is only doing their job. If a landowner wants to develop or change the zoning on their property they are allowed to bring forth a proposal to the city, and the city grants them a hearing where the public can give comment. These projects are not driven by the city.

The same principle applies to annexation. The city of Columbia Falls is not actively seeking property to annex. If a property owner wants access to city services such as water and sewer, they can request to be annexed. Annexation, just like development, is driven by land owners, not the city.

Columbia Falls Fire Department Incident Breakdown

Item No.14.

2023	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	2023
Dispatches	**31**	**30**	**32**	**39**	**22**	**27**	**47**						**228**	**Dispatches**
ALS Medical Total	2	0	1	0	2	0	0						5	ALS Medical Total
BLS Medical Total	10	7	8	1	7	3	1						37	BLS Medical Total
Medical CPR	1	0	0	1	2	0	0						4	Medical CPR
Medical ALS	2	0	1	0	0	0	0						3	Medical ALS
Medical BLS	1	0	2	1	1	3	0						8	Medical BLS
Medical Lift Assist	4	3	6	3	4	1	1						22	Medical Lift Assist
MVA with injury	1	1	4	2	0	4	4						16	MVA with injury
Extrication	0	1	0	1	0	0	2						4	Extrication
Ambulance Driver	0	0	0	0	0	0	0						0	Ambulance Driver
MVA non injury	4	2	1	1	2	2	4						16	MVA non injury
Airport Emergency	0	0	0	1	0	0	0						1	Airport Emergency
Traffic Control	0	0	0	0	0	0	0						0	Traffic Control
HazMat	5	7	0	8	1	2	0						23	HazMat
Hazardous Conditions	5	7	0	8	2	2	0						24	Hazardous Conditions
CO	2	0	0	2	0	0	0						4	CO
Gas Leak/Odor inside	2	3	0	5	0	1	0						11	Gas Leak/Odor inside
Gas Leak/Odor outside	1	4	0	2	1	1	0						9	Gas Leak/Odor outside
Powerline	0	0	0	0	2	0	0						2	Powerline
Other	0	0	0	0	0	0	0						0	Other
Service	0	1	3	2	0	0	1						7	Service
Good Intent	0	0	2	1	1	2	5						11	Good Intent
Fire Alarm	1	2	1	1	0	2	0						7	Fire Alarm
False Alarm	1	1	1	1	0	0	0						4	False Alarm
Illegal burn	0	0	0	0	0	0	2						2	Illegal burn
Smoke Investigation, outside	0	1	1	0	2	0	0						4	Smoke Investigation, outside
Smoke Investigation, inside	1	0	0	1	0	0	0						2	Smoke Investigation, inside
Cancelled enroute	7	5	7	10	5	6	16						56	Cancelled enroute
Fire, residential	2	3	2	2	2	1	2						14	Fire, residential
Fire, chimney	0	1	0	0	0	0	0						1	Fire, chimney
Fire, commercial	0	1	0	0	0	2	0						3	Fire, commercial
Fire, vehicle	1	1	0	0	0	2	1						5	Fire, vehicle
Fire, vegetation, grass	0	0	0	2	0	0	7						9	Fire, vegetation, grass
Fire, vegetation, wildland	0	0	0	1	0	0	1						2	Fire, vegetation, wildland
Dispatch Totals	31	30	32	39	22	27	47						**228**	**Dispatch Totals**
Structure fires (In District)	2	3	2	0	1	2	1						11	Structure fires
Structure fires (Mutual aid)	0	1	1	2	1	1	1						7	
Acres burned	0	0	0	1.3	0	0	0.14						1.44	Acres burned

Columbia Falls Fire Department
2023 Runs

	Jan	Feb	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec.	Calls YTD 2023	
calls	31	30	32	39	22	27	47						228	
Weeks	18	9	22	14	12	12	32						119	52.19%
Peterson	16	7	14	23	9	14	22						105	46.05%
Smith, R.	8	6	11	23	9	14	24						95	41.67%
Thomas	16	7	9	22	3	9	18						84	36.84%
Ross	7	0	2	1	0	1	1						12	5.26%
Kemppainen	0	1	4	1	2	4	0						12	5.26%
Loughery	3	6	3	3	1	6	13						35	15.35%
Shanks	3	2	4	3	1	4	2						19	8.33%
Perkins	7	2	4	3	3	2	3						24	10.53%
Smith, K.	10	2	6	6	1	3	18						46	20.18%
Arnold	5	3	1	2	2	7	2						22	9.65%
Vanhaverbeke	6	1	4	5	8	4	8						8	3.51%
Bates	1	2	2	4	2	1	6						18	7.89%
Stuhler	2	4	9	12	1	3	18						49	21.49%
Schrader	3	2	6	6	2	0	3						22	9.65%
Willcut	4	11	10	5	1	4	14						49	21.49%
Grogan	28	21	19	25	12	21	40						166	72.81%
O'Brien	22	18	12	13	2	0	0						67	29.39%
Woodruff	1	4	0	13	2	7	15						42	18.42%
Dickerson	0	1	4	4	0	3	7						19	8.33%
Butts	0	1	2	3	1	6	5						18	7.89%
Hogan	8	17	11	20	9	15	31						111	48.68%
Dolph	14	8	16	8	2	1	3						52	22.81%
Pinneke	8	16	9	5	2	6	14						60	26.32%
Ledbeter	10	13	10	13	4	4	4						58	25.44%
Kehl	0	0	0	2	3	5	10						20	8.77%
Davis	2	0	0											
Hanley	0	1	3											
Best	0	0	1	0	0	0								
			#1 month		#2 month		2023 #1					Department Average:	57.78	25.34%

	Jan	Feb	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec.	Calls YTD 2023	
Total calls	31	30	32	39	22	27	47						228	
Rural	13	16	19	24	5	11	38						126	55.26%
City	18	14	13	15	17	16	9						102	44.74%
Mutual Aid Received	1	0	2	0	1	1	1						6	2.63%
Mutual Aid Given	0	2	0	4	3	2	3						14	6.14%
Medical & MVA	13	7	14	9	9	10	11						73	32.02%

8/1/2023

CITY OF COLUMBIA FALLS
CORRESPONDENCE LIST
COUNCIL MEETING
AUGUST 7, 2023

07/17/23 Letter of acknowledgement to Collaborative Housing Solutions of Northwest Montana.

07/17/23 Email from Barry Green, re: Action Alert

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

PHONE (406) 892-4391

FAX (406) 892-4413

July 17, 2023

Collaborative Housing Solutions of Northwest Montana
Attn. Executive Board
Sent Via Email: soneill@capnwmt.org

In direct response to the call for action from Sean Patrick O'Neill, Chair, Collaborative Housing Solutions of NW Montana, the City Council acknowledges the homelessness and housing instability issues facing communities in the Flathead Valley.

We also recognize that the services most needed by the people without stable housing are concentrated in Kalispell, the county seat and major services hub for the valley. We have limited services in Columbia Falls as we are the smallest of the incorporated cities. The medical, mental health, non-profit, transportation, and government services, including the Flathead County Health Department are all located in Kalispell thus the predominance of the unhoused in Kalispell instead of the other cities and towns. As we are small, our police department and city staff know many of our unhoused individuals and provide limited aid as needed.

The senseless acts of violence against homeless individuals are unconscionable and cannot continue. It is not a crime to be homeless. The homeless should not be treated as less than human.

As requested in Mr. O'Neill's letter, the narrative regarding the homeless population needs to change in the Flathead Valley. The negative reaction of the few becomes the narrative for the whole and it needs to change. To that end, we will work on increasing public awareness and involvement in our community and the greater Flathead Valley. Increasing the supply of affordable housing is a council goal that we will continue to work on with our partners, Northwest Montana Community Land Trust, Inc., and Habitat for Humanity of Flathead Valley.

Sincerely,

Don Barnhart — Mayor Barnhart
Kelly King — Councilor King
Lovering — Councilor Lovering
Paula Robinson — Councilor Robinson

Councilor Fisher
Piper — Councilor Piper
Michael L. Shepard — Councilor Shepard

Item No.15.

From:	Barry Green <bgreen@midrivers.com>
Sent:	Saturday, July 15, 2023 1:38 PM
To:	B Staaland
Subject:	Action Alert! - Amtrak Long Distance Trains, Which Includes the Empire Builder, Are in Peril of Reduction in Service or Possible Elimination - Contact Your Members of the U. S. House of Representatives ASAP

Ms. Barb Staaland, City Clerk – City of Columbia Falls: Could you deliver the following email to Mayor Barnhart as I don't have an email address for the Mayor. Thank you. In fact, I believe that you've delivered correspondence from me from before to the Mayor.

Barry E. Green

Mayor Donald Barnhart
City of Columbia Falls
130 6th St. W.
Columbia Falls, MT 59912

Dear Mayor Barnhart

This message comes to you with information from the Rail Passengers Association (RPA) (https://www.railpassengers.org/). RPA has posted material regarding the actions of the House Appropriations Subcommittee Markup of the Fiscal Year 2024 Transportation, Housing and Urban Development, and Related Agencies Bill. Actions taken by this committee on Wed. July 12 calls for a proposed 80% cut to Amtrak and other rail programs. This information can be found in an ***RPA Happening Now Action Alert: "U. S. House Proposes 80% Cut to Rail!"*** (https://tinyurl.com/2aemafxv)

The House Appropriations Full Committee will consider this bill next week **Tues. July 18 beginning at 10:30am (ET)** (https://tinyurl.com/bdej6cbn). That's why it's imperative that you and others within your community who rely on and have a need to use Amtrak as a public transportation choice, contact your respective Representative now. Please inform them that this proposed budget for Amtrak would be devastating and would drastically hinder the benefits of investment in Amtrak and passenger trains that have begun from the passage of the IIJA also known as the Bipartisan Infrastructure Law. The possibility exists that the Empire Builder through the northern part of our region could have its service reduced or even eliminated.

RPA's Action Alert will provide you with the necessary information that you can glean to relay to the Representative's District and DC offices to strengthen your argument that the House Appropriations Bill for Transportation would be destructive for the future of Amtrak and the Empire Builder which is important to rural America.

I realize that it's the middle of July when many of us attempt to get outside and away from home and work. However, there is little time between now and Tues. July 18 to make calls or send emails. The Action Alert also offers links for options to Call Your Representative; Write to

Congress; or utilize RPA's Voter Voice Action Center. It makes no difference as to which r of communication you use. I hope you can find the time to make those contacts. If membe Congress don't hear from constituents and community leaders such as yourself from across the country, they then believe that the topic, Amtrak, is a non-issue.

Thank you for your time with and attention to this important request. Should you have any questions, feel free to contact me via whatever method works best for you. I implore you to do something with this appeal. Please let others know who believe Amtrak is an important public transportation option so they can also act on this request.

Sincerely yours,

Barry E. Green

Barry E. Green, RPA Council Rep. (MT) & NW Div. Team Leader
(Also Covering ID and ND RPA Members)
P. O. Box 162
Glendive, MT 59330
(406)-377-8056 (Home)
(406)-939-3059 (Cell)
bgreen@midrivers.com (Email)

RAIL PASSENGERS
ASSOCIATION
(www.railpassengers.org)