



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

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

**CITY COUNCIL REGULAR MEETING
AGENDA
MONDAY, MARCH 18, 2024
COUNCIL CHAMBERS CITY HALL**

FINANCE COMMITTEE – 6:30 P.M

(Barnhart, Shepard, King)

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

REGULAR MEETING – 7:00 P.M.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

CONSENT AGENDA:

- 1. Approval of Claims - \$71,043.98**
- 2. Approval of Special Payroll Claims - \$608.70 - March 8, 2024**
- 3. Approval of Payroll Claims - \$113,900.49 - March 15, 2024**
- 4. Approval of March 4, 2024 Regular City Council Meeting Minutes**
- 5. Approval of Agreement for Temporary Construction Easement Agreements and Authorize City Manager to Execute**

APPOINTMENTS:

- 6. Appointments - Probationary Volunteer Firefighters and Oath of Office - Melissa Johnson and Tanner Kienas**

VISITORS/PUBLIC COMMENT (Items not on agenda)

NEW BUSINESS:

7. Approval of Eagle Scout (Merrick Fairchild) Project Concept and Authorize City Manager to Sign Project Form

The City Parks Committee has reviewed the project and have recommended a site location. The Parks Committee is recommending approval of the Ms. Fairchild's proposed project concept. The Parks Committee and City Staff will review and approve final design and location.

8. Approval of Council Absence

9. Letter of Support - 2024-2025 MBCC NW Montana Drug Task Force

ORDINANCES / RESOLUTIONS:

10. Second and Final Reading - Ordinance #829 - Amend Title 13 - Water/Utility Accounts

REPORTS / BUSINESS FROM MAYOR & COUNCIL

CITY MANAGER REPORT

Project Updates

CITY ATTORNEY REPORT

MISCELLANEOUS

11. Police Department - February 2024 Activity Report

12. Correspondence

CLOSED SESSION - PERSONNEL MATTER

Mayor Barnhart will close this portion of the meeting so the Council may review the City Manager applications. The applicant's right to privacy exceeds the public's right to know at this stage of the selection process.

ADJOURN

Next Scheduled Meetings:

City Council – Regular Meeting, **April 1, 2024** – 7:00 PM

Planning Board – TBD (No applications/scheduled hearings)

City Planning Commission - 2nd Thursday of each month - April 11, 2024 - 6:00 PM

03/15/24
15:36:04

CITY OF COLUMBIA FALLS
Claim Approval List
For the Accounting Period: 3/24

Page: 1 of 12
Report ID: AP100V

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
45565		3112 406 CLEANING OF COLUMBIA FALLS	3,400.00						
	351	02/25/24 FAC-FEB JANITORIAL SERVICE	3,400.00			1000 411200	399		101000
		Total for Vendor:	3,400.00						
45595		1700 BRECK LAW OFFICE, PC	8,215.47						
		APRIL FEES							
	031124	03/11/24 LGL-FEES FOR APRIL	2,013.18			1000 411100	350		101000
	031124	03/11/24 CITY COURT-APRIL	4,103.48			1000 410365	350		101000
	031124	03/11/24 WTR-FEES APRIL	661.52			5210 430500	350		101000
	031124	03/11/24 SWR-FEES APRIL	661.52			5310 430600	350		101000
	031124	03/11/24 PLG/ZONING-APRIL	330.76			1000 411000	350		101000
	031124	03/11/24 PD-FEES- APRIL	133.71			1000 420100	399		101000
	031124	03/11/24 WTR-FEES APRIL	29.71			5210 430500	357		101000
	031124	03/11/24 SWR-FEES APRIL	43.93			5310 430600	357		101000
	031124	03/11/24 STRS-FEES APRIL	59.42*			2500 430200	399		101000
	031124	03/11/24 LGL-ADD'L FEES APRIL	178.24			1000 411100	350		101000
		Total for Vendor:	8,215.47						
45612		1145 CITY OF WHITEFISH BUILDING	2,000.00						
		FEB BUILDING PERMITS							
	031324	03/13/24 MINIMUM PERMITS - FOR FEB	2,000.00			2394 420500	398		101000
		Total for Vendor:	2,000.00						
45605		2343 COLJ CONFERENCE REGISTRATION	300.00						
		SPRING 2024 COLJ CONFERENCE APR 22-25, 2024							
	031224	03/12/24 CRT-SPRING COLJ CONFERENCE	300.00			1000 410360	380		101000
		Total for Vendor:	300.00						
45604		2945 CRAPO LTD	3,654.40						
	31771	02/29/24 STRS-28.55 TON BLUE ICE MELT	3,654.40*			2500 430200	221		101000
		Total for Vendor:	3,654.40						
45615		1797 DEPARTMENT OF ADMINISTRATION	44.80						
	sitsd52064	03/14/24 PD-ITSD/EMAIL 2/1/24-2/29/	44.80			1000 420100	355		101000
		Total for Vendor:	44.80						

03/15/24
15:36:04

CITY OF COLUMBIA FALLS
Claim Approval List
For the Accounting Period: 3/24

Page: 2 of 12
Report ID: AP100V

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
45579		2501 ENCOMPASS SUPPLY	44.65						
	96951	02/29/24 SWR-HEADWORKS GRIT BAGS	44.65			5310 430600	220		101000
		Total for Vendor:	44.65						
45576		1551 ESRI	460.00						
		ARCGIS DESKTOP BASIC SINGLE USE PRIMARY MAINTENANCE ANNUAL RENEWAL FEE							
	94670582	02/22/24 STRS-05/22/24 TO 05/21/25	153.34			2500 430200	355		101000
	94670582	02/22/24 WTR-05/22/24 TO 05/21/25	153.33			5210 430500	355		101000
	94670582	02/22/24 SWR-05/22/24 TO 05/21/25	153.33			5310 430600	355		101000
		Total for Vendor:	460.00						
45580	E	1879 EVERGREEN WASTE CONNECTIONS	505.25						
	4580315V41	03/01/24 FAC-02/01/24-02/29/24	91.65			1000 411200	340		101000
	4580315V41	03/01/24 STRS-02/01/24-02/29/24	184.55			2500 430200	340		101000
	4580315V41	03/01/24 WTR-02/01/24-02/29/24	91.65			5210 430500	340		101000
	4580315V41	03/01/24 SWR-02/01/24-02/29/24	76.30			5310 430600	340		101000
	4580315V41	03/01/24 PRKS-02/01/24-02/29/24	61.10			1000 460400	340		101000
		Total for Vendor:	505.25						
45602		438 FERGUSON WATERWORKS	8,065.81						
	0882855	03/08/24 WTR-M510M	3,720.00			5210 430500	230		101000
	0882856	03/08/24 WTR-LF 3/4 IMPERL 100GAL	3,604.60			5210 430500	230		101000
	0880488	02/27/24 WTR-HYDRANT OIL PLUGS	53.98			5210 430500	240		101000
	0880996	03/01/24 WTR-6FT HYD MRKR FLT RED	687.23			5210 430500	240		101000
		Total for Vendor:	8,065.81						
45596	E	2961 FIRST BANKCARD-ELECTRONIC PYMT	7,940.78						
	2683405	01/24/24 SWR-FLASHLIGHT/SPOTLIGHT LIGH	120.00			5310 430600	220		101000
	28575	01/24/24 PRKS-N.RILEY HOTEL	215.80*			1000 460400	380		101000
	9649840	01/23/24 FIN-STAPLERS	33.68			1000 410500	210		101000
	590365	01/25/24 PRKS-DOG WASTE BAGS	288.97			1000 460400	220		101000
	320788	01/25/24 STR-TRUCK 101 REPAIR	1,238.57			2500 430200	232		101000
	9649840	01/23/24 FIN-STAPLE REMOVER	8.28			1000 410500	210		101000
	4301864	01/26/24 PD-TAPE DISPENSER/COMMAND STR	37.61*			1000 420100	210		101000
	9338607	01/29/24 SWR-LEFT TAIL LAMP REPLACEMEN	35.92			5310 430600	232		101000
	1897826	01/24/24 SWR-18V MAKITA BATTERY	149.15			5310 430600	220		101000

03/15/24
15:36:04

CITY OF COLUMBIA FALLS
Claim Approval List
For the Accounting Period: 3/24

Page: 3 of 12
Report ID: AP100V

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
	846240346	01/30/24 HOTEL DEPOSIT SHANKS. T	143.10			1000 420730	380		101000
	5211383	01/31/24 STR-SHIPPING FREIGHT CHARGE	30.00			2500 430200	232		101000
	720890	01/31/24 FOG FLUID	50.00			1000 420400	220		101000
	022224	02/02/24 AMAZON WEB SERVICES	135.00			1000 410580	355		101000
	9190795464	02/06/24 EMT TECH RENEWAL J.THOMAS	35.00*			1000 420730	335		101000
	P29518	02/06/24 GAS STRUT LOADER STREETS	144.00			2500 430200	232		101000
	2277042	02/05/24 WTR-ZIP TIES	39.98			5210 430500	220		101000
	8101058	02/05/24 PD-BULK FLASH DRIVES	229.08*			1000 420100	210		101000
	1666609	02/07/24 WTR-PLOTTER INK	123.93			5210 430500	210		101000
	1666609	02/07/24 SWR-PLOTTER INK	123.93			5310 430600	210		101000
	1666609	02/07/24 P/Z-PLOTTER INK	123.93			1000 411000	210		101000
	4375444	02/07/24 FAC-CORK BOARD	56.77			1000 411200	220		101000
	7401825	02/08/24 STR-PLOTTER INK	123.93			2500 430200	210		101000
	11062	02/12/24 FD-RADIO TRANSMIT UH	977.74			1000 420400	232		101000
	46COA8	02/12/24 ICMA JOB AD	487.50*			1000 410400	390		101000
	247554	02/15/24 WTR-36PC 3/8 IN STEEL STAMPIN	24.99			5210 430500	220		101000
	021624	02/16/24 MONTANA SKY NETWORK	81.95			5210 430500	345		101000
	2580069	02/20/24 PRKS-MOWER REPAIR	2,601.92			1000 460400	360		101000
	022124	02/21/24 BLUE TO GOLD CASE LAW COURSE	225.00			1000 420100	380		101000
	7401825	02/08/24 FIN-MINUTE BOOK LETTER SIZE	31.99			1000 410500	210		101000
	7401825	02/08/24 WTR-FOOD GRADE GREASE	23.06			5210 430500	210		101000
		Total for Vendor:	7,940.78						
45569		3104 FIRST CALL COMPUTER SOLUTIONS,	58.80						
	95374	02/29/24 MONTHLY MICROSOFT NCE SUBSCRIP	58.80			1000 410580	355		101000
		Total for Vendor:	58.80						
45575		1892 FLATHEAD COUNTY	75.00						
	6250	03/04/24 OWNER LIST-HEDSTROM	75.00			1000 411000	390		101000
		Total for Vendor:	75.00						
45574		663 FLATHEAD COUNTY SOLID WASTE	2,619.07						
	13073	03/07/24 SWR-SLUDGE HAUL 02/01-02/29/24	2,619.07			5310 430600	395		101000
		Total for Vendor:	2,619.07						

03/15/24
15:36:04

CITY OF COLUMBIA FALLS
Claim Approval List
For the Accounting Period: 3/24

Page: 4 of 12
Report ID: AP100V

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
45599		24 FLATHEAD COUNTY TREASURER	811.72						
	031124	03/11/24 CRT-TECH SUR 02/24	357.00			1000 212201			101000
	031124	03/11/24 CRT-LEA/CRIM CONV SURCHRG 2/24	454.72			1000 212201			101000
		Total for Vendor:	811.72						
45593		21 FLATHEAD ELECTRIC COOP INC	15,078.88						
	030824	03/08/24 FAC-1/25/24-02/25/24	434.14			1000 411200	341		101000
	030824	03/08/24 PD-1/25/24-02/25/24	42.24			1000 420100	341		101000
	030824	03/08/24 FD-1/25/24-02/25/24	406.61			1000 420400	341		101000
	030824	03/08/24 PRKS-1/25/24-02/25/24	471.05			1000 460400	341		101000
	030824	03/08/24 POOL-1/25/24-02/25/24	75.48			1000 460445	341		101000
	030824	03/08/24 LIGHTING-1/25/24-02/25/24	2,608.48			2400 430200	341		101000
	030824	03/08/24 STRS-1/25/24-02/25/24	139.45			2500 430200	341		101000
	030824	03/08/24 WTR-1/25/24-02/25/24	3,950.88			5210 430500	341		101000
	030824	03/08/24 SWR-1/25/24-02/25/24	6,950.55			5310 430600	341		101000
		Total for Vendor:	15,078.88						
45587		3019 FLATHEAD PUBLISHING GROUP	980.00						
	19400	02/29/24 GRNDS MAINT LABOR JOB ADV	980.00			1000 410500	331		101000
		Total for Vendor:	980.00						
45571		3095 GREAT NORTHERN LOCK AND SAFE	104.00						
	1315	03/05/24 PD-REKEY OF MASTER KEY SYSTEM	104.00			1000 420100	399		101000
		Total for Vendor:	104.00						
45613		3227 HALL, TODD	60.00						
		Dinner per diem on days of travel to/from academy per city policy 02/25/24-3/8/24							
	031324	03/13/24 Meal Per Diem Academy	60.00			1000 420100	380		101000
		Total for Vendor:	60.00						
45583		2806 HANSON'S HARDWARE	77.92						
	609380	02/26/24 SWR-BALL VALVE	47.96			5310 430600	240		101000
	609492	03/06/24 FAC-BULBS	29.96*			1000 411200	240		101000
		Total for Vendor:	77.92						

03/15/24
15:36:04

CITY OF COLUMBIA FALLS
Claim Approval List
For the Accounting Period: 3/24

Page: 5 of 12
Report ID: AP100V

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
45618		1119 HDR ENGINEERING, INC.	560.73						
	1200602040	03/06/24 WWTP SCADA ON CALL SERVICE	560.73			5310 430600	354		101000
		Total for Vendor:	560.73						
45601		1485 HILL BROTHERS AUTO BODY & TOWING	625.00						
	000813	03/05/24 PD-2021 DODGE DURANGO/TOW	625.00			1000 420100	390		101000
		Total for Vendor:	625.00						
45567		3209 HOLLY L. FREDERICKSON	140.00						
		SUBSTITUTE JUDGE FOR THE DAY OF 2/20/24 & 3/4/24							
	030724	03/07/24 CRT-SUB JUDGE/DAY 2/20 3/4	140.00			1000 410360	399		101000
		Total for Vendor:	140.00						
45578		3116 IBS, INC	124.39						
	841130-1	03/07/24 STR-CERAMIC DISC	124.39			2500 430200	220		101000
		Total for Vendor:	124.39						
45577		3229 INTERPRETERS UNLIMITED	64.75						
	377698	01/02/24 CRT-INTERPRETERS 1/2/24	64.75			1000 410360	399		101000
		Total for Vendor:	64.75						
45590		2849 J2 BUSINESS PRODUCTS	192.38						
	1369096	02/27/24 PD-BUBBLE MAILER	64.30*			1000 420100	210		101000
	1372165	03/05/24 FIN-PAPER BLUE YELLOW COLOR	31.41			1000 410500	210		101000
	1372165	03/05/24 WTR-PAPER BLUE YELLOW COLOR	31.41			5210 430500	210		101000
	1372165	03/05/24 SWR-PAPER BLUE YELLOW COLOR	31.41			5310 430600	210		101000
	1371311	03/05/24 FAC-BATHROOM SPRAY	9.15			1000 411200	224		101000
	1374321	03/08/24 FIN-RUBBERBANDS/STAPLES/CLIPS	8.23			1000 410500	210		101000
	1374321	03/08/24 WTR-RUBBERBANDS/STAPLES/CLIPS	8.23			5210 430500	210		101000
	1374321	03/08/24 SWR-RUBBERBANDS/STAPLES/CLIPS	8.24			5310 430600	210		101000
		Total for Vendor:	192.38						
45611		2590 L.N. CURTIS & SONS	179.72						
	INV799988	03/07/24 FD-FIRECRAFT CUSTOM	179.72			1000 420400	220		101000
		Total for Vendor:	179.72						

03/15/24
15:36:04

CITY OF COLUMBIA FALLS
Claim Approval List
For the Accounting Period: 3/24

Page: 6 of 12
Report ID: AP100V

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
45570		146 MIKE'S CONOCO CORPORATE OFFICE	17.11						
	3702 02/26/24	STR-PROPANE	17.11			2500 430200	220		101000
		Total for Vendor:	17.11						
45584		43 MONTANA ENVIRONMENTAL LABORATORY	727.00						
	2401073 02/13/24	SWR-AMMONIA/NITRATE	92.00			5310 430600	394		101000
	2401330 02/20/24	SWR-AMMONIA/NITRATE	92.00			5310 430600	394		101000
	2401331 02/15/24	SWR-DISOLVED ALUMINUM	15.00			5310 430600	394		101000
	2401485 02/24/24	SWR-NITRATE+NITRITE, TKN	67.00			5310 430600	394		101000
	2400849 02/06/24	SWR-NITRATE+NITRITE, TKN	67.00			5310 430600	394		101000
	2401046 02/13/24	WTR-NITRATE+NITRITE,	82.00			5210 430500	394		101000
	2401045 02/07/24	WTR-COLIFORM	151.00			5210 430500	394		101000
	2401048 02/21/24	WTR-VOCS	161.00			5210 430500	394		101000
		Total for Vendor:	727.00						
45609		1247 MURDOCH'S RANCH & HOME	59.99						
	INV-441622 12/15/23	FISHER 260Z TUMBLER GIFT	40.00			1000 410100	220		101000
	INV-297089 10/04/23	STR-PLATE CASTER	19.99			2500 430200	240		101000
		Total for Vendor:	59.99						
45588		52 NAPA AUTO PARTS	93.80						
	073784 02/26/24	SWR-SWR OIL FILTERS	50.64			5310 430600	240		101000
	074427 03/04/24	WTR-PX ALUM ANTI-SEIZ	15.18			5210 430500	240		101000
	074158 02/29/24	FD-WIPERS	27.98			1000 420400	232		101000
		Total for Vendor:	93.80						
45572		520 NORCO, INC.	39.23						
	40058840 02/29/24	STRS-CYLNDR RENT FEB	11.89			2500 430200	220		101000
	4076909780 03/05/24	STRS-COMPRESSED OXYGEN	27.34			2500 430200	220		101000
		Total for Vendor:	39.23						
45561		2168 NORTH CENTRAL LABORATORIES	82.75						
	500147 02/27/24	SWR-BOD STANDARD	82.75			5310 430600	222		101000
		Total for Vendor:	82.75						

03/15/24
15:36:04

CITY OF COLUMBIA FALLS
Claim Approval List
For the Accounting Period: 3/24

Page: 7 of 12
Report ID: AP100V

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
45610		2025 NORTH VALLEY SPORTSMAN CLUB	84.00						
	031224	03/12/24 PD:24/25 MEMBERSHIP	84.00			1000 420100	335		101000
		Total for Vendor:	84.00						
45563		1437 NORTHWESTERN ENERGY	2,329.66						
		NATURAL GAS SERVICE 01/22/2024-02/20/2024							
	030724	03/07/24 FAC-01/22/2024-02/20/2024	460.22			1000 411200	344		101000
	030724	03/07/24 PD-01/22/2024-02/20/2024	93.29			1000 420100	344		101000
	030724	03/07/24 FD-01/22/2024-02/20/2024	404.44			1000 420400	344		101000
	030724	03/07/24 STRS-01/22/2024-02/20/2024	295.33			2500 430200	344		101000
	030724	03/07/24 WTR-01/22/2024-02/20/2024	76.70			5210 430500	344		101000
	030724	03/07/24 SWR-01/22/2024-02/20/2024	999.68			5310 430600	344		101000
		Total for Vendor:	2,329.66						
45585		2816 O'REILLY AUTO PARTS	97.50						
	4774-46560	02/27/24 STR-BRUSH KIT	22.99			2500 430200	240		101000
	4774-46632	03/06/24 STR-NITRILE GLOVES	54.52			2500 430200	220		101000
	4774-46670	03/10/24 PD-GALANTIFREEZE	19.99			1000 420100	220		101000
		Total for Vendor:	97.50						
45597		2769 RESPONSE EQUIPMENT SPECIALISTS,	379.82						
	6312	03/06/24 PD-OIL FILTER/CHANGE 2020 DODG	151.16			1000 420100	361		101000
	6313	03/06/24 PD-OILFILTER/CHANGE 2022 DODGE	228.66			1000 420100	361		101000
		Total for Vendor:	379.82						
45562		3225 RUSTIC MOOSE LLC	107.50						
	000596	03/05/24 SWR-EMBROIDERY SANDSON D SHIRT	107.50			5310 430600	226		101000
		Total for Vendor:	107.50						
45603		3108 SEAWESTERN FIRE FIGHTING	2,971.98						
	INV30416	03/06/24 FD-TURNOUTS X3	2,971.98			1000 420400	226		101000
		Total for Vendor:	2,971.98						

03/15/24
15:36:04

CITY OF COLUMBIA FALLS
Claim Approval List
For the Accounting Period: 3/24

Page: 8 of 12
Report ID: AP100V

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
45617		3161 SMITH, VINCENT	125.00						
	031424	03/14/24 PD SMITH REIMBURSE MLEA TRAINI	125.00			1000 420100	380		101000
		Total for Vendor:	125.00						
45607		2890 SPOKANE HOUSE OF HOSE, INC	172.80						
	1049245	03/08/24 SWR-PVC SUCTION CLR 100'	172.80			5310 430600	240		101000
		Total for Vendor:	172.80						
45608		1653 SUPER 1 FOODS	36.16						
	2601068	03/06/24 SWR-WATER	36.16			5310 430600	222		101000
		Total for Vendor:	36.16						
45591		2699 THE MAIL ROOM, INC	285.03						
		INVOICE #D119004							
	D119004	03/01/24 PD-MAIL SRVS 02/20-2/29	4.13			1000 420100	310		101000
	D119004	03/01/24 FIN-MAIL SRVS 02/20-2/29	45.97*			1000 410500	310		101000
	D119004	03/01/24 WTR-MAIL SRVS 02/20-2/29	105.22			5210 430500	310		101000
	D119004	03/01/24 SWR-MAIL SRVS 02/20-2/29	105.22			5310 430600	310		101000
	D119004	03/01/24 CRT-MAIL SRVS 02/20-2/29	22.74			1000 410360	310		101000
	D119004	03/01/24 PLN-MAIL SRVS 02/20-2/29	1.75			1000 411000	310		101000
		Total for Vendor:	285.03						
45586		1623 THE UPS STORE #4515	71.69						
	44403	03/05/24 FD-RETURN	15.68			1000 420400	310		101000
	020355	03/07/24 PD-EVIDENCE SHIPPING	12.67			1000 420100	310		101000
	020410	03/09/24 PD-EVIDENCE SHIPPING	12.67			1000 420100	310		101000
	020439	03/11/24 PD-EVIDENCE SHIPPING	12.67			1000 420100	310		101000
	020376	03/08/24 SWR-PRESSURE SWITCH RETURN	18.00			5310 430600	310		101000
		Total for Vendor:	71.69						
45614		3237 THOMPSON, RONALD	250.00						
	031324	03/13/24 LAW CLASS 03/31-04/08/24	125.00			1000 420100	380		101000
	031324	03/13/24 DUI CLASS 04/07-04/12/24	125.00			1000 420100	380		101000
		Total for Vendor:	250.00						

03/15/24
15:36:04

CITY OF COLUMBIA FALLS
Claim Approval List
For the Accounting Period: 3/24

Page: 9 of 12
Report ID: AP100V

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
45582		3236 THOMSON REUTERS - WEST	474.00						
	6159241998	03/08/24 MT COURT RULES FULL SET	474.00*			1000 411100	330		101000
		Total for Vendor:	474.00						
45568		3016 TRANSUNION RISK AND ALTERNATIVE	103.00						
	202401-1	03/01/24 PD-02/01/24-02/29/24	103.00			1000 420100	335		101000
		Total for Vendor:	103.00						
45573		3200 USABUEBOOK	1,172.27						
	INV0028634	02/23/24 SWR-PH ELECTRODE/BOD/TNT A	1,172.27			5310 430600	222		101000
		Total for Vendor:	1,172.27						
45564		3063 UTILITIES UNDERGROUND LOCATION	18.92						
		MONTH OF SERVICE FEB							
		11 TOTAL							
	4025076	02/29/24 WTR-FEB 2024 UDIGS	6.30			5210 430500	318		101000
	4025076	02/29/24 SWR-FEB 2024 UDIGS	6.31			5310 430600	318		101000
	4025076	02/28/24 STRS-FEB 2024 UDIGS	6.31			2500 430200	318		101000
		Total for Vendor:	18.92						
45598		1134 VICTIM-WITNESS ADVOCATE PROGRAM	284.09						
	031124	03/11/24 CRTS-FEB 2024	284.09			2917 410360	356		101000
		Total for Vendor:	284.09						
45589		84 WESTERN BUILDING CENTER	620.12						
	4I696043	02/26/24 SWR-COUPPING/BALL VALVE	29.36			5310 430600	240		101000
	4I699339	02/28/24 FD-ADHESIVE CLIPS	7.99			1000 420400	220		101000
	4I700422	02/29/24 SWR-CULLIGAN WATER FILTER	43.16			5310 430600	220		101000
	4I710406	03/08/24 STR-CRIMPED WIRE WHEEL	13.79			2500 430200	220		101000
	4I707790	03/06/24 PRK-TOOLS WRENCH/PLIER	45.48			1000 460400	220		101000
	4I710448	03/08/24 SWR-CLR POLY FILM	480.34			5310 430600	220		101000
		Total for Vendor:	620.12						

03/15/24
15:36:04

CITY OF COLUMBIA FALLS
Claim Approval List
For the Accounting Period: 3/24

Page: 10 of 12
Report ID: AP100V

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
45592	E	2733 WEX Fleet Universal	4,057.04						
STATEMENT ENDING 02/29/2024									
		95612972 02/29/24 PD-FEB FUEL	1,914.79			1000 420100	231		101000
		95612972 02/29/24 FIRE-FEB FUEL	278.66			1000 420400	231		101000
		95612972 02/29/24 PRKS-FEB FUEL	56.17			1000 460400	231		101000
		95612972 02/29/24 WTR-FEB FUEL	222.93			5210 430500	231		101000
		95612972 02/29/24 SWR-FEB FUEL	228.93			5310 430600	231		101000
		95612972 02/29/24 STRS-FEB FUEL	1,090.68			2500 430200	231		101000
		95612972 02/29/24 PD-TRAINING	264.88			1000 420100	380		101000
Total for Vendor:			4,057.04						
# of Claims			52	Total:	71,043.98	# of Vendors		49	
Total Electronic Claims					12,503.07				
Total Non-Electronic Claims					58540.91				

03/15/24
15:36:05

CITY OF COLUMBIA FALLS
Fund Summary for Claims
For the Accounting Period: 3/24

Page: 11 of 12
Report ID: AP110

Fund/Account	Amount
1000 GENERAL FUND	
101000 CASH/CASH EQUIVALENTS	29,139.82
2394 BUILDING CODE ENFORCEMENT FUND	
101000 CASH/CASH EQUIVALENTS	2,000.00
2400 SPECIAL LIGHTING DISTRICT FUND	
101000 CASH/CASH EQUIVALENTS	2,608.48
2500 SPECIAL STREET MAINTENANCE DISTRICT FUND	
101000 CASH/CASH EQUIVALENTS	7,412.00
2917 CRIME VICTIMS ASSISTANCE FUND	
101000 CASH/CASH EQUIVALENTS	284.09
5210 WATER ENTERPRISE FUND	
101000 CASH/CASH EQUIVALENTS	14,106.78
5310 SEWER ENTERPRISE FUND	
101000 CASH/CASH EQUIVALENTS	15,492.81
Total:	71,043.98

03/15/24
15:36:05

CITY OF COLUMBIA FALLS
Claim Approval Signature Page
For the Accounting Period: 3 / 24

Page: 12 of 12
Report ID: AP100A

Council Meeting Date: March 18, 2024

Claims Submitted to Council: \$ 71,043.98

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

Prepared By: Shawn Bates, Finance Director

S. Bates

Approved by Susan M. Nicosia, City Manager

S.Nicosia

City Council to Approve by motion on consent agenda

Mayor and Council -

The following claims are large or unusual in nature:

Ferguson WaterWorks - \$8,065.41 - water - 20 ea 3/4 meters and readers for inventory - \$7,300, balance parts and hydrant markers

City of Whitefish - min. \$2,000 payment for building inspection permits

FEC - electric bill - \$15K

Seawestern - 3 sets of turnouts - \$2,971.98 - city share for one set, association paying \$6k

Please contact Finance Director Shawn Bates should you have any questions or comments.

03/07/24
15:42:10

CITY OF COLUMBIA FALLS
Payroll Summary For Payrolls from 03/08/24 to 03/08/24

Page: 1 of 1
Report ID: P130

Total for Payroll Checks

	Employee	Employer	Amount
J001 HOURS (CLOTH ALLOW)	0.00		600.00
GROSS PAY	600.00	0.00	
NET PAY	591.30	0.00	
MEDICARE	8.70	8.70	
FIT/SIT BASE	600.00	0.00	
MEDICARE BASE	600.00	0.00	
Total		8.70	
Total Payroll Expense (Gross Pay + Employer Contributions):		608.70	

Handwritten:
 Clothing allowance
 \$ 608.70
 3/8/2024
 Bob Sealand

Check Summary

Payroll Checks Prev. Out.	\$3,551.28
Payroll Checks Issued	\$591.30
Payroll Checks Redeemed	\$636.80
Payroll Checks Outstanding	\$3,505.78
Electronic Checks	\$17.40

Deductions Accrued	Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
Medicare	17.40	17.40		212260
Unempl. Insur.	0.00	2222.65	2222.65	212210
Workers' Comp	0.00	14849.63	14849.63	212220
Total Ded.	17.40	17072.28	17072.28	

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

Total for Payroll Checks

	Employee	Employer	Amount
ADDL HOURS (Additional)	0.00		428.80
COMP HOURS (Comp Time Used)	0.75		19.49
OTHE HOURS (Other Time Used)	80.00		3,329.60
OVER HOURS (Overtime)	81.75		3,711.61
REG HOURS (Regular Time)	2,564.75		80,198.81
SFTO HOURS (Shift Sup/FTO - \$1.5/hour)	84.00		126.00
SHFN HOURS (Shift B)	404.00		808.00
SHFQ HOURS (OVT B)	19.00		57.00
SICK HOURS (Sick Time)	61.75		1,499.61
VACA HOURS (Vacation Time Used)	260.50		8,324.82
GROSS PAY	98,503.74	0.00	
NET PAY	68,443.96	0.00	
NET PAY (CHECKS)	2,217.96		
NET PAY (DIRECT DEPOSIT)	66,226.00		
AFLAC-POSTTAX	86.97	0.00	
AFLAC-PRETAX	165.04	0.00	
CHILD SUPPORT P	206.76	0.00	
CITY OF CF ELEC	1,948.00	0.00	
CITY OF COLUMBI	20.00	0.00	
FIT	7,633.25	0.00	
FLEX ALLEGIANCE	782.33	22.50	
FOP	450.00	0.00	
HEALTHINS/PRE	2,753.72	24,262.50	
MEDICARE	1,380.66	1,380.66	
MT ST FIRE ASSO	103.90	0.00	
NATIONWIDE/CITY	0.00	2,363.15	
NATIONWIDE/EMP	238.33	0.00	
P.E.R.S.	4,014.10	4,608.60	
PERS RETIREE	0.00	97.96	
PERS/FURS	1,111.71	1,492.00	
PERS/POLICE	2,805.98	4,492.66	
SIT	2,632.00	0.00	
SOCIAL SECURITY	3,256.98	3,256.98	
TEAMSTERS DUES	327.00	0.00	
UNEMPL. INSUR.	0.00	436.94	
UNUM LIFE INS.	143.05	0.00	
WORKERS' COMP	0.00	2,950.69	
CHARLES SCHWAB	1,728.39	0.00	
FIRST INTERSTAT	1,155.05	0.00	
FREEDOM BANK	3,781.40	0.00	
GLACIER BANK KA	8,136.36	0.00	
GLACIER BANK MS	2,948.67	0.00	
GLACIER BANK/CF	19,774.36	0.00	
GLACIER BANK/WF	1,903.83	0.00	
NAVY FEDERAL CR	2,462.02	0.00	
PARKSIDE CR U	8,269.14	0.00	
STRIDE BANK	1,154.29	0.00	
USAA FEDERAL	1,435.03	0.00	

Payroll
March 15, 2024
\$ 113,900.49
Bruce Staaland

03/14/24
15:01:28

CITY OF COLUMBIA FALLS
Payroll Summary For Payrolls from 03/15/24 to 03/15/24

Page: 2 of 2
Report ID: P130

USBANK.	803.65	0.00
WELLS FARGO	2,116.72	0.00
WELLS FARGO, TX	1,745.08	0.00
WFISH CR UNION	8,812.01	0.00
FIT/SIT BASE	84,684.53	0.00
MEDICARE BASE	95,217.80	0.00
PERS BASE	93,458.82	0.00
SOC SEC BASE	52,531.66	0.00
UN BASE	97,103.74	0.00
WC BASE	97,266.54	0.00

Total 45,364.64
Total Payroll Expense (Gross Pay + Employer Contributions): 143,868.38

Check Summary

Payroll Checks Prev. Out.	\$4,142.58
Payroll Checks Issued	\$6,308.12
Payroll Checks Redeemed	\$3,829.58
Payroll Checks Outstanding	\$6,621.12
Electronic Checks	\$107,592.37

Deductions Accrued	Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
Social Security	6513.96	6513.96		212260
Medicare	2761.32	2761.32		212260
P.E.R.S.	8622.70	8622.70		212270
Unempl. Insur.	436.94	2659.59	3096.53	212210
Workers' Comp	2950.69	17800.32	20751.01	212220
FIT	7633.25	7633.25		212260
SIT	2632.00	2632.00		212260
AFLAC-PRETAX	165.04	165.04	330.08	212230
NATIONWIDE/EMP	238.33	238.33		212280
Teamsters dues	327.00	327.00	654.00	212310
PERS/Police	7298.64	7298.64		212240
NATIONWIDE/CITY	2363.15	2363.15		212280
AFLAC-POSTTAX	86.97	86.97	173.94	212230
PERS/FURS	2603.71	2603.71		212275
MT ST FIRE ASSO	103.90	103.90		212315
HEALTHINS/PRE	27016.22	53191.44	80207.66	212400
CITY OF COLUMBI	20.00	20.00		212450
UNUM LIFE INS.	143.05	286.10	429.15	212400
FLEX ALLEGIANCE	804.83	804.83		212285
CHILD SUPPORT P	206.76	206.76		212330
FOP	450.00	450.00		212335
CITY OF CF ELEC	1948.00	1948.00		212450
PERS RETIREE	97.96	97.96		212270
Total Ded.	75424.42	74516.46	45456.53	104484.35

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

CITY OF COLUMBIA FALLS
CITY COUNCIL REGULAR MEETING MINUTES
HELD MARCH 04, 2024

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

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

Absent: Councilor Lovering and Councilor Price.

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

PLEDGE OF ALLEGIANCE

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

CONSENT AGENDA: Councilor King made motion to approve the consent agenda noting all claims appeared to be in order, seconded by Councilor Shepard and the motion carried unanimously.

Approval of Claims - March 4, 2024 - \$79,239.95

Approval of Special Payroll - February 20, 2024 - \$8,899.66

Approval of Payroll Claims - March 1, 2024 - \$109,306.39

Approval of Regular Meeting Minutes - February 20, 2024

APPOINTMENTS:

Probationary Patrolman Ronald "RJ" Thompson Appointment and Oath

Police Chief Peters said the city went through an exceptionally long hiring process but is excited to add RJ Thompson to the department. RJ comes to us from Alabama with Law Enforcement experience, which will fit well with current staff.

Councilor Piper motioned to appoint Mr. Thompson as Probationary Patrolman, seconded by Councilor Shepard and the motion carried unanimously.

City Clerk Staaland administered Oath of Office to Mr. Thompson.

VISITORS/PUBLIC COMMENT (Items not on agenda)

Susan Wheeler, 170 River Road, said she was curious if the new City Planning Commission meetings were open to the public. City Manager Nicosia said the meetings are public meetings with the first meeting on March 14, 2024, at 6:00 p.m. in the Council Chambers.

Shirley Folkwein, 285 Shooting Star Dr. said she is representing Coalition for a Clean CFAC and wanted to thank council and staff for their long-standing support of the cleanup. As you have seen in your packet there is a letter from the Flathead County Commissioners to Missy Haniewicz at the EPA Denver office said Folkwein. The Montana Legislative Branch sent out the meeting notice that has CFAC on the agenda for an update at their March 14, 2024, meeting. It is the desire of the Coalition to work closely with the City Council to ensure broad-based community involvement and awareness in the EPA decision making and clean up decisions.

Del Phipps, 3945 North Fork Road, said the EPA's proposed plan discredits the possibility to remove the material safely and effectively. The Coalition is in the process of examining the best technologies and practices used by environmental remediation to successfully remove toxic materials.

Glenn Wehe, 267 Rogers Rd. brought attention to an article in the newspaper about Kalispell water, and he does not want that to happen to Columbia Falls water.

Jaden Woeppel, Kalispell said he is a member of the Flathead County Advisory Committee that oversees the Mountain Climber bus service. Mr. Woeppel would like to invite a member of council to serve on the Transportation Advisory Committee. In the last couple of months Columbia Falls has outpaced the number of rides serviced in the city of Whitefish. As Columbia Falls continues to grow it would be great to have a member from Columbia Falls to add insight. The next meeting is April 4th at 2p.m. There are currently three openings on the board said Woeppel.

NOTICE OF PUBLIC HEARINGS/PUBLIC HEARINGS:

Mayor Barnhart continued the Public Hearing - Amend Title 13 Water/Sewer Account Provisions:

The City Council continued the hearing from February 20, 2024, on the Title 13 Amendments, related to requiring the water/sewer utility accounts to remain in the name of the owner.

City Manager Nicosia said city staff is proposing to leave the water account in the owner's name but also send a bill to the tenant. The city is not a private utility company, and the account stays with the address. Some believe the issue is with the buildings downtown, those are not the units that are delinquent as they have one meter that the owner manages between tenants.

Mayor Barnhart said for clarification the changes are that we are invoicing the owner and renter. Nicosia said correct, the main change is we would not transfer water service into the tenant's name. We are not creating a new account when a tenant moves in or out, the owner will be responsible for contacting the city of a tenant change.

Councilor Robinson asked what the software cost would be to implement the change. Finance Director Bates said he does not have the exact cost but does not anticipate it being too much as other cities utilizing the same software already have it in place.

Mayor Barnhart continued the Public Hearing at 7:25 p.m.

Aubrie Lorona, 355 Gladys Glen Road, Coram, said they purchased property in Columbia Falls for employee housing. They are keeping the rent at a reasonable rate so employees can live here year-round. Ms. Lorona said the compromise sounds reasonable as long as residents can still prove they are a Montana resident. If they are not financially responsible for the water bill then they are more likely to not pay. With the bills going to the owner and the tenant, they will be held responsible and understands the owner is ultimately responsible to pay the bill.

Vickie Ott, 1685 Monte Vista Dr. said she has worked for the city for 19 years and is now retired. Ms. Ott said she worked as a Utility Billing Clerk and understands the extra work involved in moving tenants in and out. It is not fair that all taxpayers that do not own rentals could be subject to a rate increase due to the extra time spent on move in and move outs. Another thing to consider is the water deposits requested by the landlord

will sometimes be waive for certain tenants, then put back on for new tenant. Keeping the water in the owner name will save time for city staff. Ms. Ott said she is in favor of the amendment.

Mayor Barnhart closed the Public Hearing at 7:32 p.m.

Councilor Shepard motioned to take the amendment off the table, seconded by Councilor Piper.

UNFINISHED BUSINESS:

Railroad Park Update - Baseball Field availability on School District 6 Property

City Manager Nicosia said staff reached out to School District #6 and there is school property available for a ball field between the Jr. High and Ruder. There is also a little ball field by the Jr. High.

Kim Morisaki with Northwest Community Land Trust is already recruiting funding and grants. The City will have to submit an application to do a Growth Policy change, followed up with a zone change. This summer the park will be available said Nicosia.

Councilor Shepard motioned to move forward with the potential for housing, seconded by Councilor Piper and the motion carried.

NEW BUSINESS:

Call for Bids - WWTP Improvements Project Phase 2

City Manager Nicosia said the city is requesting to call for bids in order to get this project in the bidder's hands. Bids would be due back by April 9, 2024 and will be brought forward at the April 15, 2024 council meeting.

Councilor Robinson made motion to call for bids for the WWTP Improvements Project Phase 2, seconded by Councilor King and the emotion carried.

Call for Bids - Scum Pump and Controls Replacement Project

City Manager Nicosia said this is one of your HB 355 projects. Staff is requesting authorization to call for bids.

Councilor King motioned to call for bids for the Scum Pump and Controls Replacement Project, seconded by Councilor Shepard and the motion carried.

ORDINANCES / RESOLUTIONS:

First Reading - Ordinance # 829 Amending Title 13 - Water/Sewer Utility Account Provisions:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLUMBIA FALLS, MONTANA AMENDING THE TITLE 13 WATER/SEWER UTILITY ACCOUNT PROVISIONS

Councilor Piper motioned to adopt the amendment to Ordinance #829, seconded by Councilor Robinson.

Councilor Shepard said one owner was concerned that if there was is a leak in the home they would not know, but with this compromise they will see the bill as well. Finance Director Bates said that is correct.

Councilor Piper said this is a great compromise.

Councilor King said she is happy the public came forward so she could see both sides.

Mayor Barnhart said there was good discussion from the landlords at the last council meeting which had staff looking at this compromise.

Motion carried unanimously.

Resolution # 1915 - Authorizing Application for Land & Water Conservation Fund Assistance

City Manager Nicosia said this resolution authorizing the application is required by the Land & Water Conservation Fund and Montana Fish, Wildlife and Parks. This is for the Fenholt Park Skatepark and Restroom. The estimated cost is \$738,000 for the Skatepark and Restroom.

Councilor Piper motioned to approve Resolution #1915, seconded by Councilor Shepard with council voting as follows. Ayes: Piper, Robinson, Shepard, King, and Barnhart.

REPORTS / BUSINESS FROM MAYOR & COUNCIL

Councilor Piper asked Shirley Folkwein the group that was going to talk about CFAC. Ms. Folkwein replied the Environmental Quality Council. Piper asked if it would benefit for council to send a letter for that meeting.

Councilor Shepard said we have sent a letter and our position has never changed.

Councilor Robinson thanked City Manager Nicosia for following through with the baseball fields for the younger children. It is important the city put forth the effort to provide individual housing.

Councilor Shepard concurred with Robinson and added he is happy the ground will be put to good use.

Mayor Barnhart concurs with Shepard and Robinson on the ballpark.

Mayor Barnhart said we have a good pool of City Manager applicants and will be looking at them in the next week. City Manager Nicosia said she would like council to submit their top 5 candidates in the next week. Then we will do background checks and set up interview dates. There will be a closed meeting to go over applicants which is not open to the public. When a meeting has to do with personnel it is confidential said City Attorney Breck. Mayor Barnhart said interviews are open to the public.

CITY MANAGER REPORT

The 2023 consumer water report will be released soon. The city has clean water and had no detects. Council has authorized additional testing for items that could be a byproduct of the Aluminum Plant. We do that testing every two years with non-detects which will appear on our report. We want to put our communities mind at ease stating we have pure clean water said Nicosia.

MISCELLANEOUS

Police Department Activity - December 2023 and January 2024

Fire Department Activity - February 2024

Correspondence

ADJOURN

Councilor King motioned to adjourn, seconded by Councilor Piper and the meeting was adjourned at 7:56 p.m.

Mayor

City Clerk

AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made and entered into this Feb. 9, 2024 day of February, 2023, by and between the City of Columbia Falls, 130 6th St West, Columbia Falls, MT 59912, hereafter referred to as the City, and Elverna G. Johnson, hereafter referred to as the Owner.

WHEREAS, the City is in the process of adding concrete sidewalk, curb, and gutter within the established City right-of-way on 3rd Street East in Columbia Falls, Montana, fronting the property owned by the Owner herein;

WHEREAS, the parties hereto desire to mutually agree upon the conditions, requirements and understandings for the establishment of a temporary construction easement as shown in the attached Figure Number 6 upon the property of Owner;

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable considerations, the parties agree as follows:

1. The Owner does hereby grants to the City, its agents, contractors, or assigns permission to enter upon Owner's real property for purposes of constructing new concrete sidewalk, curb, and gutter; asphalt paving; concrete approach aprons, and other improvements as shown in the attached figure.
2. **WORK TO BE ACCOMPLISHED**: The City shall exercise the permission granted herein by excavating within existing vegetated lawn areas in accordance with the uniform codes of the State of Montana and local jurisdiction. The disturbed property will then be reasonably restored as shown on the attached figure. Where shown on the attached figure, topsoil shall be placed to a depth of 4 inches for restoration purposes. Topsoil areas included in the restoration shall be seeded.
3. **WARRANTY**: The City shall warrant to the Owner, his/her heirs, successors and assigns, for a period of two years following completion of the work described in paragraph 2 herein, that said work has been done in a workmanlike manner and that the Owner's property had been restored to at least its prior condition. It shall be the responsibility of the Owner to notify the City of any settling or other problem during the warranty period. Upon conclusion of said two year period, the City shall have no further responsibility or liability with regard to the work accomplished.

4. **LAYOUT OF THE TEMPORARY CONSTRUCTION EASEMENT:** The proposed temporary construction easement shall be established as shown on the attached figure.

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

6. Any modifications of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

7. This Agreement shall be construed, interpreted and enforced in accordance with and shall be governed by the laws of the State of Montana applicable to agreements entered into and wholly to be performed therein. In the event of any conflict between any provisions hereof and any applicable laws to the contrary, the latter shall prevail, but this Agreement shall be deemed modified only to the extent necessary to remove such conflicts.

IN WITNESS WHEREOF the parties have affixed their signatures on date and year first above written.

CITY OF COLUMBIA FALLS

OWNER

City Manager

Brenda Guiltner

Attest:

AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made and entered into this 19th day of January, ~~2023~~²⁰²⁴, by and between the City of Columbia Falls, 130 6th St West, Columbia Falls, MT 59912, hereafter referred to as the City, and Dooley Real Estate Holdings LLC, hereafter referred to as the Owner.

WHEREAS, the City is in the process of adding concrete sidewalk, curb, and gutter within the established City right-of-way on 5th Street West in Columbia Falls, Montana, fronting the property owned by the Owner herein;

WHEREAS, the parties hereto desire to mutually agree upon the conditions, requirements and understandings for the establishment of a temporary construction easement as shown in the attached Figure Number 7 upon the property of Owner;

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable considerations, the parties agree as follows:

1. The Owner does hereby grants to the City, its agents, contractors, or assigns permission to enter upon Owner's real property for purposes of constructing new concrete sidewalk, curb, and gutter; asphalt paving; concrete approach aprons, and other improvements as shown in the attached figure.

2. **WORK TO BE ACCOMPLISHED**: The City shall exercise the permission granted herein by removing existing asphalt driveway pavement and excavating within existing vegetated lawn areas in accordance with the uniform codes of the State of Montana and local jurisdiction. The disturbed property will then be reasonably restored as shown on the attached figure. Where shown on the attached figure, asphalt pavement shall be placed to a depth of 3 inches and topsoil shall be placed to a depth of 4 inches for restoration purposes. Topsoil areas included in the restoration shall be seeded.

3. **WARRANTY**: The City shall warrant to the Owner, his/her heirs, successors and assigns, for a period of two years following completion of the work described in paragraph 2 herein, that said work has been done in a workmanlike manner and that the Owner's property had been restored to at least its prior condition. It shall be the responsibility of the Owner to notify the City of any settling or other problem during the warranty period. Upon conclusion of said two year period, the City shall have no further responsibility or liability with regard to the work accomplished.

4. **LAYOUT OF THE TEMPORARY CONSTRUCTION EASEMENT:** The proposed temporary construction easement shall be established as shown on the attached figure.

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

6. Any modifications of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

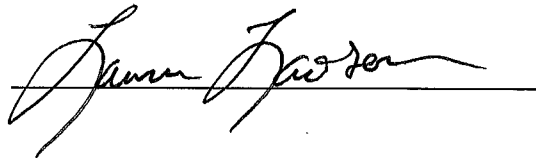
7. This Agreement shall be construed, interpreted and enforced in accordance with and shall be governed by the laws of the State of Montana applicable to agreements entered into and wholly to be performed therein. In the event of any conflict between any provisions hereof and any applicable laws to the contrary, the latter shall prevail, but this Agreement shall be deemed modified only to the extent necessary to remove such conflicts.

IN WITNESS WHEREOF the parties have affixed their signatures on date and year first above written.

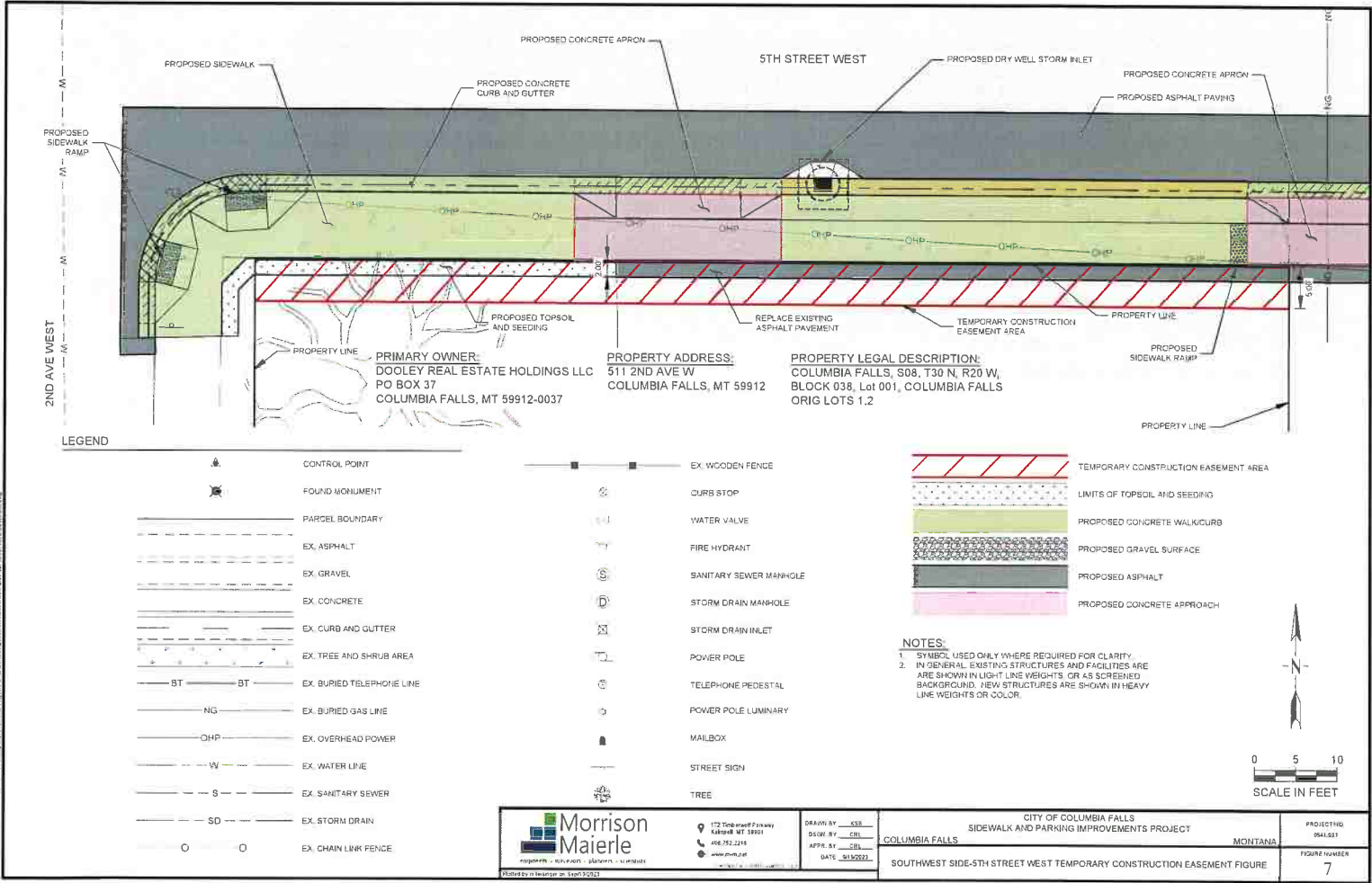
CITY OF COLUMBIA FALLS

OWNER

City Manager



Attest:



AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made and entered into the 10th day of November, 2023, by and between the City of Columbia Falls, 130 6th St West, Columbia Falls, MT 59912, hereafter referred to as the City, and Robert C. Marcuvitz, hereafter referred to as the Owner.

WHEREAS, the City is in the process of adding concrete sidewalk, curb, and gutter within the established City right-of-way on 1st Street West in Columbia Falls, Montana, fronting the property owned by the Owner herein;

WHEREAS, the parties hereto desire to mutually agree upon the conditions, requirements and understandings for the establishment of a temporary construction easement as shown in the attached Figure Number 2 upon the property of Owner;

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable considerations, the parties agree as follows:

1. The Owner does hereby grants to the City, its agents, contractors, or assigns permission to enter upon Owner's real property for purposes of constructing new concrete sidewalk, curb, and gutter; asphalt paving; concrete approach aprons, and other improvements as shown in the attached figure.
2. **WORK TO BE ACCOMPLISHED**: The City shall exercise the permission granted herein by removing existing asphalt pavement and excavating within existing vegetated lawn areas in accordance with the uniform codes of the State of Montana and local jurisdiction. The disturbed property will then be reasonably restored as shown on the attached figure. Where shown on the attached figure, asphalt pavement shall be placed to a depth of 3 inches, gravel surfacing shall be placed to a depth of 6 inches, and topsoil shall be placed to a depth of 4 inches for restoration purposes. Topsoil included in the restoration shall be seeded.
3. **WARRANTY**: The City shall warrant to the Owner, his/her heirs, successors and assigns, for a period of two years following completion of the work described in paragraph 2 herein, that said work has been done in a workmanlike manner and that the Owner's property had been restored to at least its prior condition. It shall be the responsibility of the Owner to notify the City of any settling or other problem during the warranty period. Upon conclusion of said two year period, the City shall have no further responsibility or liability with regard to the work accomplished.

4. **LAYOUT OF THE TEMPORARY CONSTRUCTION EASEMENT**: The proposed temporary construction easement shall be established as shown on the attached figure.

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

6. Any modifications of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

7. This Agreement shall be construed, interpreted and enforced in accordance with and shall be governed by the laws of the State of Montana applicable to agreements entered into and wholly to be performed therein. In the event of any conflict between any provisions hereof and any applicable laws to the contrary, the latter shall prevail, but this Agreement shall be deemed modified only to the extent necessary to remove such conflicts.

IN WITNESS WHEREOF the parties have affixed their signatures on date and year first above written.

CITY OF COLUMBIA FALLS

OWNER

City Manager

But Murray

Attest:

AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made and entered into this 28th day of November, 2023, by and between the City of Columbia Falls, 130 6th St West, Columbia Falls, MT 59912, hereafter referred to as the City, and Flathead County, hereafter referred to as the Owner.

WHEREAS, the City is in the process of adding concrete sidewalk, curb and gutter within the established City right-of-way on 2nd Street East in Columbia Falls, Montana, fronting the property owned by the Owner herein;

WHEREAS, the parties hereto desire to mutually agree upon the conditions, requirements and understandings for the establishment of a temporary construction easement as shown in the attached Figure Number 4 upon the property of Owner;

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable considerations, the parties agree as follows:

1. The Owner does hereby grants to the City, its agents, contractors, or assigns permission to enter upon Owner's real property for purposes of constructing new concrete sidewalk, curb, and gutter; asphalt paving; concrete approach aprons, and other improvements as shown in the attached figure.
2. **WORK TO BE ACCOMPLISHED**: The City shall exercise the permission granted herein by removing existing asphalt pavement, excavating within the existing rock landscaping bed, and excavating within existing vegetated lawn areas in accordance with the uniform codes of the State of Montana and local jurisdiction. The disturbed property will then be reasonably restored as shown on the attached figure. Where shown on the attached figure, asphalt pavement shall be placed to a depth of 3 inches, existing rock aggregate in the landscape bed shall be salvaged and replaced to the existing depth, concrete sidewalk shall be placed to a depth of 4 inches, and topsoil shall be placed to a depth of 4 inches for restoration purposes. Topsoil included in the restoration shall be seeded.
3. **WARRANTY**: The City shall warrant to the Owner, his/her heirs, successors and assigns, for a period of two years following completion of the work described in paragraph 2 herein, that said work has been done in a workmanlike manner and that the Owner's property had been restored to at least its prior condition. It shall be the responsibility of the Owner to notify the City of any settling or other problem during the warranty period. Upon conclusion of said two year period, the City shall have no further responsibility or liability with regard to the work accomplished.

4. **LAYOUT OF THE TEMPORARY CONSTRUCTION EASEMENT:** The proposed temporary construction easement shall be established as shown on the attached figure.

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

6. Any modifications of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

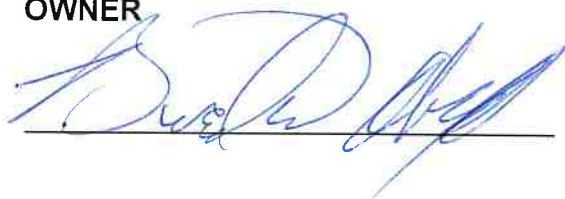
7. This Agreement shall be construed, interpreted and enforced in accordance with and shall be governed by the laws of the State of Montana applicable to agreements entered into and wholly to be performed therein. In the event of any conflict between any provisions hereof and any applicable laws to the contrary, the latter shall prevail, but this Agreement shall be deemed modified only to the extent necessary to remove such conflicts.

IN WITNESS WHEREOF the parties have affixed their signatures on date and year first above written.

CITY OF COLUMBIA FALLS

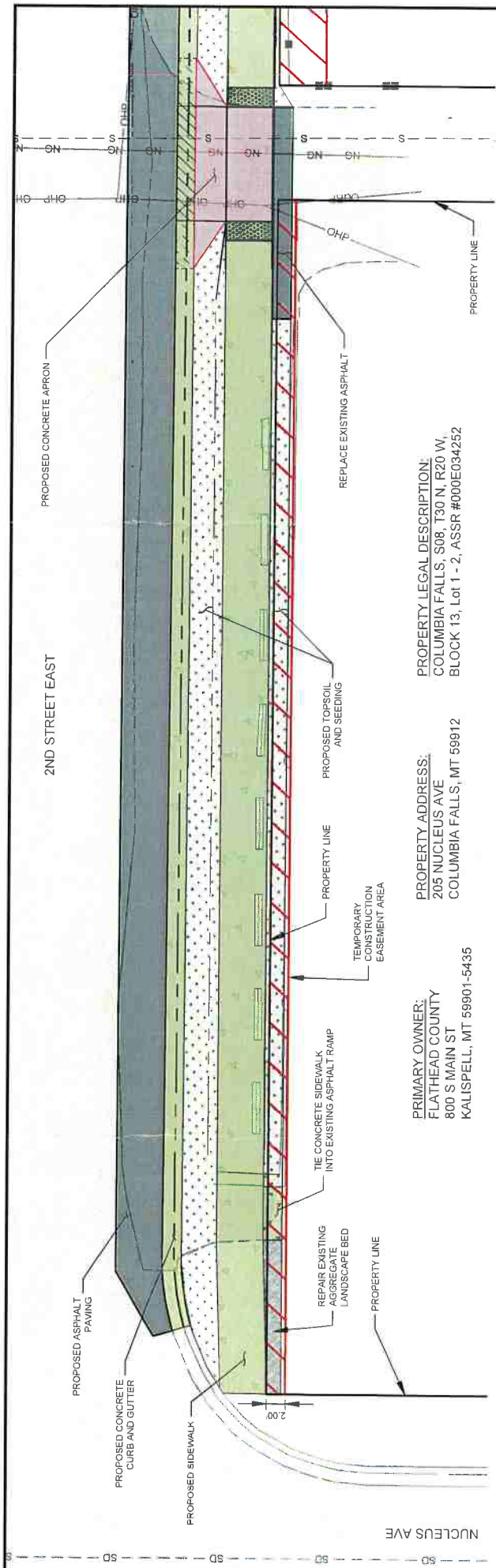
OWNER

City Manager



Attest:

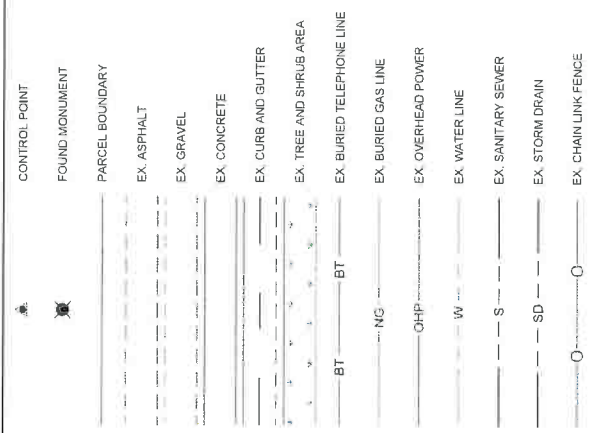




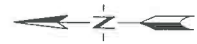
PROPERTY LEGAL DESCRIPTION:
 COLUMBIA FALLS, S08, T30 N, R20 W,
 BLOCK 13, Lot 1 - 2, ASSR #000E034252

PROPERTY ADDRESS:
 205 NUCLEUS AVE
 COLUMBIA FALLS, MT 59912

PRIMARY OWNER:
 FLATHEAD COUNTY
 800 S MAIN ST
 KALISPELL, MT 59901-5435



NOTES:
 1. SYMBOL USED ONLY WHERE REQUIRED FOR CLARITY
 IN GENERAL, EXISTING STRUCTURES AND FACILITIES ARE
 SHOWN IN LIGHT LINE WEIGHTS, OR AS SCREENED
 BACKGROUND. NEW STRUCTURES ARE SHOWN IN HEAVY
 LINE WEIGHTS OR COLOR.



Morrison Materle
 engineers • landscape architects • scientists
 117 Federal Highway
 Missoula, MT 59801
 406.752.2716
 www.m-m.com
 LICENSED PROFESSIONAL ENGINEER, 2021

DESIGNED BY: KSB
 CHECKED BY: LCB
 APPROVED BY: LCB
 DATE: 11/18/2021

CITY OF COLUMBIA FALLS
 SIDEWALK AND PARKING IMPROVEMENTS PROJECT
 COLUMBIA FALLS, MONTANA
 SOUTHWEST SIDE - 2ND STREET EAST TEMPORARY CONSTRUCTION EASEMENT FIGURE 4

PROJECT NO: 041-031
 FIGURE NUMBER: 4

Item No.5.

AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made and entered into the _____ day of _____, 2023, by and between the City of Columbia Falls, 130 6th St West, Columbia Falls, MT 59912, hereafter referred to as the City, and Michael B. and Mary L. Ogden, hereafter referred to as the Owner.

WHEREAS, the City is in the process of adding concrete sidewalk, curb, and gutter within the established City right-of-way on 1st Street West in Columbia Falls, Montana, fronting the property owned by the Owner herein;

WHEREAS, the parties hereto desire to mutually agree upon the conditions, requirements and understandings for the establishment of a temporary construction easement as shown in the attached Figure Number 1 upon the property of Owner;

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable considerations, the parties agree as follows:

1. The Owner does hereby grant to the City, its agents, contractors, or assigns permission to enter upon Owner's real property for purposes of constructing new concrete sidewalk, curb, and gutter; asphalt paving; concrete approach aprons, and other improvements as shown in the attached figure.
2. **WORK TO BE ACCOMPLISHED**: The City shall exercise the permission granted herein by removing existing driveway asphalt pavement and excavating within existing vegetated lawn areas in accordance with the uniform codes of the State of Montana and local jurisdiction. The disturbed property will then be reasonably restored as shown on the attached figure. Where shown on the attached figure, asphalt pavement shall be placed to a depth of 3 inches and topsoil shall be placed to a depth of 4 inches for restoration purposes. Topsoil included in the restoration shall be seeded.
3. **WARRANTY**: The City shall warrant to the Owner, his/her heirs, successors and assigns, for a period of two years following completion of the work described in paragraph 2 herein, that said work has been done in a workmanlike manner and that the Owner's property had been restored to at least its prior condition. It shall be the responsibility of the Owner to notify the City of any settling or other problem during the warranty period. Upon conclusion of said two year period, the City shall have no further responsibility or liability with regard to the work accomplished.

4. **LAYOUT OF THE TEMPORARY CONSTRUCTION EASEMENT:** The proposed temporary construction easement shall be established as shown on the attached figure.

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

6. Any modifications of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

7. This Agreement shall be construed, interpreted and enforced in accordance with and shall be governed by the laws of the State of Montana applicable to agreements entered into and wholly to be performed therein. In the event of any conflict between any provisions hereof and any applicable laws to the contrary, the latter shall prevail, but this Agreement shall be deemed modified only to the extent necessary to remove such conflicts.

IN WITNESS WHEREOF the parties have affixed their signatures on date and year first above written.

CITY OF COLUMBIA FALLS

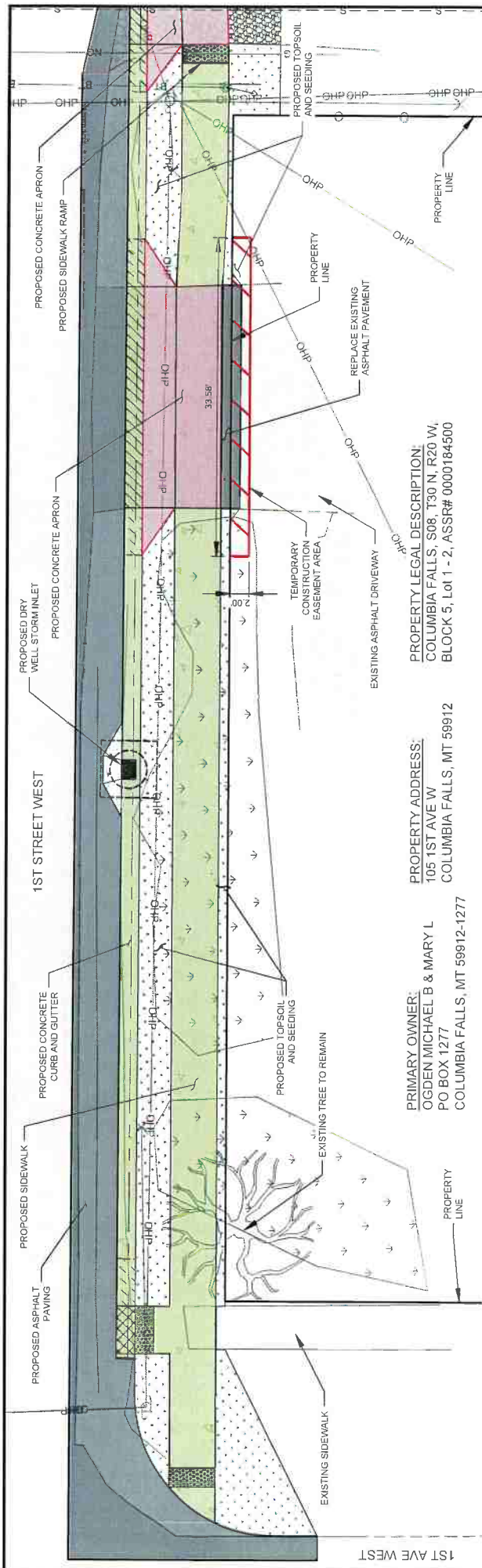
OWNER

City Manager

Michael B Ogden

Attest:

Mary L. Ogden



PROPERTY LEGAL DESCRIPTION:
 COLUMBIA FALLS, S08, T30 N, R20 W,
 BLOCK 5, Lot 1 - 2, ASSR# 0000184500

PROPERTY ADDRESS:
 105 1ST AVE W
 COLUMBIA FALLS, MT 59912

PRIMARY OWNER:
 OGDEN MICHAEL B & MARY L
 PO BOX 1277
 COLUMBIA FALLS, MT 59912-1277

LEGEND

CONTROL POINT	EX. WOODEN FENCE
FOUND MONUMENT	CURB STOP
PARCEL BOUNDARY	WATER VALVE
EX. ASPHALT	FIRE HYDRANT
EX. GRAVEL	SANITARY SEWER MANHOLE
EX. CONCRETE	STORM DRAIN MANHOLE
EX. CURB AND GUTTER	STORM DRAIN INLET
EX. TREE AND SHRUB AREA	POWER POLE
EX. BURIED TELEPHONE LINE	TELEPHONE PEDESTAL
BT	POWER POLE LUMINARY
NG	MAILBOX
OHP	STREET SIGN
W	TREE
S	
SD	
O	
O	

- NOTES:
1. SYMBOL USED ONLY WHERE REQUIRED FOR CLARITY. IN GENERAL, EXISTING STRUCTURES AND FACILITIES ARE SHOWN IN LIGHT LINE WEIGHTS, OR AS SCREENED BACKGROUND. NEW STRUCTURES ARE SHOWN IN HEAVY LINE WEIGHTS OR COLOR.
 - 2.



Morrison Maierle
 engineers • architects • planners • scientists
 172 Empower Parkway
 Columbia Falls, MT 59912
 406.752.2716
 www.mma.net
 copyright 2012 Morrison Maierle & Associates, Inc.

DRAWN BY: JCS
 DESIGNED BY: CBL
 APPR BY: CBL
 DATE: 07/2012

CITY OF COLUMBIA FALLS
 SIDEWALK AND PARKING IMPROVEMENTS PROJECT
 KALISPELL
 MONTANA
 SOUTHWEST SIDE - 1ST STREET WEST TEMPORARY CONSTRUCTION EASEMENT FIGURE

PROJECT NO: B41 031
 FIGURE NUMBER

Item No.5.

AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made and entered into this 9th day of November, 2023, by and between the City of Columbia Falls, 130 6th St West, Columbia Falls, MT 59912, hereafter referred to as the City, and Elverna G. Johnson, hereafter referred to as the Owner.

WHEREAS, the City is in the process of adding concrete sidewalk, curb, and gutter within the established City right-of-way on 3rd Street East in Columbia Falls, Montana, fronting the property owned by the Owner herein;

WHEREAS, the parties hereto desire to mutually agree upon the conditions, requirements and understandings for the establishment of a temporary construction easement as shown in the attached Figure Number 6 upon the property of Owner;

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable considerations, the parties agree as follows:

1. The Owner does hereby grants to the City, its agents, contractors, or assigns permission to enter upon Owner's real property for purposes of constructing new concrete sidewalk, curb, and gutter; asphalt paving; concrete approach aprons, and other improvements as shown in the attached figure.
2. **WORK TO BE ACCOMPLISHED**: The City shall exercise the permission granted herein by excavating within existing vegetated lawn areas in accordance with the uniform codes of the State of Montana and local jurisdiction. The disturbed property will then be reasonably restored as shown on the attached figure. Where shown on the attached figure, topsoil shall be placed to a depth of 4 inches for restoration purposes. Topsoil areas included in the restoration shall be seeded.
3. **WARRANTY**: The City shall warrant to the Owner, his/her heirs, successors and assigns, for a period of two years following completion of the work described in paragraph 2 herein, that said work has been done in a workmanlike manner and that the Owner's property had been restored to at least its prior condition. It shall be the responsibility of the Owner to notify the City of any settling or other problem during the warranty period. Upon conclusion of said two year period, the City shall have no further responsibility or liability with regard to the work accomplished.

4. **LAYOUT OF THE TEMPORARY CONSTRUCTION EASEMENT:** The proposed temporary construction easement shall be established as shown on the attached figure.

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

6. Any modifications of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

7. This Agreement shall be construed, interpreted and enforced in accordance with and shall be governed by the laws of the State of Montana applicable to agreements entered into and wholly to be performed therein. In the event of any conflict between any provisions hereof and any applicable laws to the contrary, the latter shall prevail, but this Agreement shall be deemed modified only to the extent necessary to remove such conflicts.

IN WITNESS WHEREOF the parties have affixed their signatures on date and year first above written.

CITY OF COLUMBIA FALLS

OWNER

City Manager

E. Lurana H. Johnson

Attest:

Jody M. Johnson

AGREEMENT FOR TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made and entered into this 11-10-23 day of _____, 2023, by and between the City of Columbia Falls, 130 6th St West, Columbia Falls, MT 59912, hereafter referred to as the City, and Red Door Properties LLC, hereafter referred to as the Owner.

WHEREAS, the City is in the process of adding concrete sidewalk, curb, and gutter within the established City right-of-way on 5th Street West in Columbia Falls, Montana, fronting the property owned by the Owner herein;

WHEREAS, the parties hereto desire to mutually agree upon the conditions, requirements and understandings for the establishment of a temporary construction easement as shown in the attached Figure Number 8 upon the property of Owner;

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, and other good and valuable considerations, the parties agree as follows:

1. The Owner does hereby grants to the City, its agents, contractors, or assigns permission to enter upon Owner's real property for purposes of constructing new concrete sidewalk, curb, and gutter; asphalt paving; concrete approach aprons, and other improvements as shown in the attached figure.
2. **WORK TO BE ACCOMPLISHED**: The City shall exercise the permission granted herein by removing existing asphalt pavement, removing existing concrete sidewalk, and excavating within existing vegetated lawn areas in accordance with the uniform codes of the State of Montana and local jurisdiction. The disturbed property will then be reasonably restored as shown on the attached figure. Where shown on the attached figure, asphalt pavement shall be placed to a depth of 3 inches, concrete sidewalk shall be placed to a depth of 4 inches, and topsoil shall be placed to a depth of 4 inches for restoration purposes. Topsoil areas included in the restoration shall be seeded.
3. **WARRANTY**: The City shall warrant to the Owner, his/her heirs, successors and assigns, for a period of two years following completion of the work described in paragraph 2 herein, that said work has been done in a workmanlike manner and that the Owner's property had been restored to at least its prior condition. It shall be the responsibility of the Owner to notify the City of any settling or other problem during the warranty period. Upon conclusion of said two year period, the City shall have no further responsibility or liability with regard to the work accomplished.

4. **LAYOUT OF THE TEMPORARY CONSTRUCTION EASEMENT:** The proposed temporary construction easement shall be established as shown on the attached figure.

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

6. Any modifications of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

7. This Agreement shall be construed, interpreted and enforced in accordance with and shall be governed by the laws of the State of Montana applicable to agreements entered into and wholly to be performed therein. In the event of any conflict between any provisions hereof and any applicable laws to the contrary, the latter shall prevail, but this Agreement shall be deemed modified only to the extent necessary to remove such conflicts.

IN WITNESS WHEREOF the parties have affixed their signatures on date and year first above written.

CITY OF COLUMBIA FALLS

OWNER

City Manager

CM 11-10-23
Christi Masters

Attest:

Columbia Falls Fire Department

Karl Weeks, Fire Chief/Marshal



130 6th Street W
Columbia Falls, Mt., 59912
(406) 892-3911 Office

Item No.6.

March 14, 2024

City Manager Susan Nicosia, Mayor Don Barnhart
Columbia Falls City Council
130 6th Street West, Room A
Columbia Falls, MT. 59912

Dear Manager Nicosia, Mayor Barnhart and Council Members,

The membership of the Columbia Falls Fire Department has voted to approve Melissa Johnson as a probationary member. Melissa has already obtained her EMT license and has attended several trainings as an observer. She has completed a physical and background check and passed both. At this time, I would recommend the approval of Melissa Johnson as a probationary member of the Columbia Falls Fire Department.

Sincerely,

Karl Weeks

Concur. S. Nicosia

Columbia Falls Fire Department
Karl Weeks, Fire Chief/Marshal



130 6th Street W Item No.6.
Columbia Falls, Mt., 59912
(406) 892-3911 Office

March 14, 2024

City Manager Susan Nicosia, Mayor Don Barnhart
Columbia Falls City Council
130 6th Street West, Room A
Columbia Falls, MT. 59912

Dear Manager Nicosia, Mayor Barnhart and Council Members,

The membership of the Columbia Falls Fire Department has voted to approve Tanner Kienas as a probationary member. Tanner has grown up around the department and served as a cadet with Somers Fire Department. He has completed a physical and background check and passed both. Since submitting his application, he has attended several trainings as an observer and is enrolled in a county EMT class. At this time, I would recommend the approval of Tanner Kienas as a probationary member of the Columbia Falls Fire Department.

Sincerely,

Karl Weeks

CONCUR. S. NICOSIA



Eagle Scout Service Project Proposal



Eagle Scout candidate's full legal name Merrick Rhyenn Fairchild

Please give a name to your project Columbia Falls Children's Memorial Garden

Contact Information

Eagle Scout candidates should know who is involved, but contact information may be more important to unit leaders and others in case they want to talk to each other. While it is recognized that not all the information will be needed for every project, Scouts are expected to provide as much as reasonably possible. Approval representatives must understand, however, that doing so is not part of the service project requirement.

Eagle Scout Candidate

Name: Merrick Rhyenn Fairchild		Birth date: 06/16/2008	
Email Address: msmonkeybugg@gmail.com		BSA PID number: 136325563	
Address: 1907 Rapids ave	City: Columbia Falls	State: MT	Zip: 59912
Preferred telephone(s): (406)-407-6726		Life Board of Review date: 03/15/2022	

Current Unit Information

Check One: <input checked="" type="radio"/> Troop <input type="radio"/> Crew <input type="radio"/> Ship	Unit Number: 1941G
Name of District: Northwest District	Name of Council: Montana Council

Unit Leader Check One: Scoutmaster Crew Advisor Skipper

Name: Heidi Trechsel	Preferred telephone(s): (406)-314-2177		
Address: 316 Sandbox Lane	City: Columbia Falls	State: MT	Zip: 59912
Email Address: heidisobczak@gmail.com			

Unit Committee Chair

Name: Nick King	Preferred telephone(s): (406)-249-1266		
Address: 1412 4th ave West	City: Columbia Falls	State: MT	Zip: 59912
Email Address: scoutking41@gmail.com			

Unit Advancement Coordinator

(If your unit has one)

Name: Renn Fairchild-Sullivan	Preferred telephone(s): (406)-407-6096		
Address: 1907 Rapids ave	City: Columbia Falls	State: MT	Zip: 59912
Email Address: tiggerrenn@gmail.com			

Project Beneficiary

(Name of religious institution, school or community)

Name: City of Columbia Falls	Preferred telephone(s): (406)-892-4391		
Address: 130 6th Street West	City: Columbia Falls	State: MT	Zip: 59912
Email Address: nicoslas@cityofcolumbiafalls.com			

Project Beneficiary Representative

(Name of contact person for the project beneficiary)

Name: Susan Nicosia	Preferred telephone(s): (406)-892-4391		
Address: 130 6th Street West	City: Columbia Falls	State: MT	Zip: 59912
Email Address: nicoslas@cityofcolumbiafalls.com			

Your Council Service Center

Contact Name: Montana Council	Preferred telephone(s): (406)-541-1009		
Address: 820 17th ave South	City: Great Falls	State: MT	Zip: 59405
Email Address: N/A			

Council or District Project Approval Representative

(Your unit leader, unit advancement coordinator, or council or district advancement chair may help you learn who this will be.)

Name: Kent Hill	Preferred telephone(s): (406)-261-4783		
Address: 120 Birch Drive	City: Kallispell	State: MT	Zip: 59901
Email Address: khill@notquiteamountain.com			

Project Coach

(Your council or district project approval representative may help you learn who this will be.)

Name: Nick King	Preferred telephone(s): (406)-249-1266		
Address: 1412 4th ave West	City: Columbia Falls	State: MT	Zip: 59912
Email Address: scoutking41@gmail.com			

Project Description and Benefit

Briefly describe your project

This project is proposing a beautiful perennial garden being thoughtfully established to honor the children the community has lost. The garden is designed to require minimal care. Its primary purpose is to unite the community, paying tribute to those who have passed and commemorating their lives.

The garden serves as a place of solace, offering comfort, prayer, serenity, protection, and tranquility to the families and friends of those who have departed. It is a peaceful sanctuary that provides a less overwhelming alternative to a traditional graveyard.

Include images on an additional document.

Tell how your project will be helpful to the beneficiary. Why is it needed?

This garden will have a positive impact on the City of Columbia Falls. It will serve as a meeting place for people from different communities to come together and witness how we share the sorrow of losing loved ones.

It will also demonstrate that we care about those in our community and that we mourn their losses. The garden will be built to honor the choices, struggles, and strengths of those who have faced hardship during the loss of their loved one, and provide a place to remember their children. In summary, this garden will give Columbia Falls a cohesive appearance and demonstrate that we are a community that mourns and grieves, but also celebrates life.

When do you plan to begin carrying out your project?

When do you think your project will be completed?

Giving Leadership

Approximately how many people will be needed to help on your project?

Where will you recruit them (unit members, friends, neighbors, family, others)?

I will be recruiting these people from my school, sports and activities, troop, church, friends, family, and those who volunteer their time.

What do you think will be most difficult about leading them?

I believe the most difficult part about leading this number of people won't be the size of the group, it'll more or less be leading the adults, and telling them what needs to be done. The relationships that I have built with these amazing individuals is based off innate respect and leading me has been a big part of their relationship with me, so it'll pose a challenge for me to reverse roles and be a leader to them.

Materials

Materials are things that become part of the finished project, such as lumber, nails and paint.

What types of materials, if any, will you need? You do not need a detailed list or exact quantities, but you must show you have a reasonable idea of what is required. For example, for lumber, use basic dimensions such as 2x4 or 4x4.

Stain, sod, soil, mulch, screws, nails, concrete, sprinklers, chain-link fencing, lumber, pavers, stones, and gravel.

Supplies

Supplies are things you use up, such as food and refreshments, gasoline, masking tape, tarps, safety supplies and garbage bags.

What types of supplies, if any, will you need? You do not need a detailed list or exact quantities, but you must show you have a reasonable idea of what is required.

Gasoline, tarps, safety supplies, garbage bags, water, food and refreshments, and a first aid kit.

Tools

Include tools, and also equipment, that will be borrowed, rented, or purchased.

What tools or equipment, if any, will you need? You do not need a detailed list , but you must show you have a reasonable idea of what is required.

Shovels, screwdrivers, hammers, excavator, drill, saw, paintbrushes, and a wheelbarrow.

Other Needs

Items that don't fit the above categories; for example, parking or postage, or services such as printing or pouring concrete, etc..

What other needs do you think you might encounter?

Pouring concrete, a statue, welcome sign, and a bridge and benches.

Permits and Permissions

Note that property owners should obtain and pay for permits.

Will permissions or permits (such as building permits) be required for your project? Who will obtain them? How long will it take?

Permission from Project Beneficiary.

Preliminary Cost Estimate

You do not need exact costs yet. Reviewers will just want to see if you can reasonably expect to raise enough money to cover an initial estimate of expenses. Include the value of donated materials, supplies, tools, and other items. It is not necessary to include the value of tools or other items that will be loaned at no cost. Note that if your project requires a fundraising application, you do not need to submit it with your proposal.

Enter your estimated expenses below (include sales tax if applicable)

Materials:	\$6,500
Supplies:	\$500
Tools:	\$0
Other:	\$800
Total Costs:	\$7,800

Fundraising: Explain how you will raise the money to pay for the total costs. If you intend to seek donations of actual materials, supplies, etc., then explain how you plan to do that, too.

Asking for donations at local businesses involved with our troop and community, social media promotion, and also those who donate supplies.

Project Phases

Think of your project in terms of phases, and list what they might be. The first may be to prepare your project plan. Other phases might include fundraising, preparation, execution and reporting. You may have as many phases as you want, but it is not necessary to become overly complicated; brief, one line descriptions are sufficient. If you have more than 10 phases, attach a separate page with your continued phase list.

1	Beneficiary approval
2	Planning
3	Fundraising
4	Aquiring plants
5	Recruiting volunteers
6	Building benches and bridge
7	Build Garden
8	Planting
9	Cleaning
10	District approval

Logistics

How will you handle transportation of materials, supplies, tools, and helpers?

Tools, supplies, and volunteers will have their own means of transportation that will be disclosed before the service day. If there are problems we have a meeting place where we can pick them up and transfer them to the work site. Donations and other materials will have places to be stored if obtained ahead of time.

Safety Issues

The Guide to Safe Scouting is an important resource in considering safety issues.

Describe the hazards and safety concerns of which you and your helpers should be aware.

Read the "[Age Guidelines for Tool Usage](#)" at Scouting.org

The main concerns here will be the electrical equipment, heavy equipment, trips, slips, falls, minor bruises and cuts, allergies, bee stings, sunburns, things in the eye, and minor scrapes.

Project Planning

You do not have to list every step, but it must be enough to show you have a reasonable idea of how to prepare your plan.

List some action steps you will take to prepare your project plan. For example, "Complete a more detailed set of drawings."

Finish design of garden with input from City Parks and Rec committee, figure out what plants to use, and finalize needed materials, supplies, and tools.

Caution: Using an Adobe or other PDF reader to insert a "signature" can cause this entire document's contents to be locked preventing future edits; make sure you save a copy if any signatures will be inserted digitally.

Candidate's Promise*		<i>Sign below before you seek the other approvals for your proposal.</i>
On my honor as a Scout, I have read this entire workbook, including the "Message to Scouts and Parents or Guardians" on page 4. I promise to be the leader of this project, and to do my best to carry it out for the maximum benefit to the religious institution, school, or community I have chose as beneficiary.		
Signed	Date	

** Remember: Do not begin any work on your project, or raise any money, or obtain any materials, until your project has been approved.*

Unit Leader Approval*		Unit Committee Approval*	
I have reviewed this proposal and discussed it with the candidate. I believe it provides impact worthy of an Eagle Scout service project, and will involve planning, development and leadership. I am comfortable the Scout understands what to do, and how to lead the effort. I will see that the project is monitored, and that adults or others present will not overshadow them.		This Eagle Scout candidate is a Life Scout, and registered in our unit. I have reviewed this proposal, I am comfortable the project is feasible, and I will do everything I can see that our unit measures up to the level of support we have agreed to provide (if any). I certify that I have been authorized by our unit committee to provide its approval for this proposal.	
Signed	Date	Signed	Date
Name (Printed) Heidi Trechsel		Name (Printed) Nick King	

Beneficiary Approval*		Council or District Approval	
This service project will provide significant benefit, and we will do all we can to see it through. We realize funding on our part is not required, but we have informed the Scout of the financial support (if any) to which we have agreed. We understand any fund raising the Scout conducts will be in our name and that funds left over will come to us if we are allowed to accept them. We will provide receipts to donors as required.		I have read topics 9.0.2.0 through 9.0.2.15, regarding the Eagle Scout service project, in the <i>Guide to Advancement</i> , No. 33088. I agree on my honor to apply the procedures as written, and in compliance with the policy on "Unauthorized Changes to Advancement." Accordingly, I approve this proposal. I will encourage the candidate to prepare a project plan and share it with the designated project coach.	
Our Eagle Candidate has provided us a copy of "Navigating the Eagle Scout Service Project, Information for Project Beneficiaries." Yes _____ No _____			
Signed	Date	Signed	Date
Name (Printed) Susan Nicosia		Name (Printed) Kent Hill	

** While it makes sense to obtain approvals in the order they appear, there shall be no required sequence for the order of obtaining those approvals marked with an asterisk (*). Council or district approval, however, must come after the others.*

Eagle Scout Service Project Fundraising Application

Before filling out this application, it is important to read "Procedures and Limitations on Eagle Scout Service Project Fundraising." This can be found on the next page: "Fundraising Application Page B." Once completed, you must obtain approval from the project beneficiary and your unit leader, and then submit the fundraising application to your council service center at least two weeks in advance of your fundraising efforts. You will be contacted if it cannot be approved or if adjustments must be made. Use this form, not the Unit Money-Earning Application.

Eagle Scout Candidate

Name: Merrick Rhyenn Fairchild		Preferred telephone(s): (406)-407-6726	
Address: 1907 Rapids ave		City: Columbia Falls	State: MT Zip: 59912
Email Address: msmonkeybugg@gmail.com			
Check One: <input checked="" type="radio"/> Troop <input type="radio"/> Crew <input type="radio"/> Ship		Unit Number: 1941G	
Name of District: Northwest District		Name of Council: Montana Council	

Project Beneficiary

(Name of religious institution, school or community)

Name: City of Columbia Falls		Preferred telephone(s): (406)-892-4391	
Address: 130 6th Street West		City: Columbia Falls	State: MT Zip: 59912
Email Address: nicosias@cityofcolumbiafalls.com			

Project Beneficiary Representative

(Name of contact person for the project beneficiary)

Name: Susan Nicosia		Preferred telephone(s): (406)-892-4391	
Address: 130 6th Street West		City: Columbia Falls	State: MT Zip: 59912
Email Address: nicosias@cityofcolumbiafalls.com			

Describe how funds will be raised:

Asking for donations at local businesses involved with our troop and community, social media promotion, and also those who donate supplies.

Proposed date the service project will begin:

Proposed dates for the fundraising efforts:

How much money do you expect to raise?

If people or companies are asked for donations of money, materials, supplies, or tools, how will this be done and who will do it?*

Columbia Nursery, WBC, Hooper's Nursery, CFHS (statuary)

**You must attach a list of prospective donor names and what they will be asked to donate. This is not required for an event like a car wash.*

Are any contracts to be signed? If so, by whom?

Contract details:

Caution: Using an Adobe or other PDF reader to insert a "signature" can cause this entire document's contents to be locked preventing future edits; make sure you save a copy if any signatures will be inserted digitally.

Approvals

The beneficiary and unit leader sign below, in any order, before authorized council approval is obtained.

Beneficiary		Unit Leader		Authorized Council Approval*	
Signature	Date	Signature	Date	Signature	Date



Navigating the Eagle Scout Service Project

Information for Project Beneficiaries

Thank You and Congratulations

Congratulations on your selection as an Eagle Scout service project beneficiary, and thank you for the opportunity you are making available to an Eagle Scout candidate. Support from community organizations is important to Scouting—just as important as Scouting's contributions are to the community. Scouts provide important services, and benefiting organizations such as yours provides a vehicle for personal growth.

The Eagle Scout Rank and the Service Project

Service to others is an important part of the Scout Oath: "... to help other people at all times." Each year tens of thousands of Scouts strive to achieve the coveted Eagle Scout rank by applying character, citizenship, and Scouting values in their daily lives. One of the rank requirements is to plan, develop, and give leadership to others in a service project helpful to any religious institution, school, or community. Through this requirement, Scouts practice what they have learned and gain valuable project management and leadership experience.

Typical Projects

There are thousands of possible Eagle Scout projects. Some involve building things, and others do not. There have been all kinds: making birdhouses for an arboretum, conducting bicycle safety rodeos, constructing park picnic tables or benches, upgrading hiking trails, planting trees, conducting well-planned blood drives, and on and on. Other than the general limitations noted below, there are no specific requirements for project scope or for how many hours are worked, and there is no requirement that a project have lasting value. What is most important is the impact or benefit the project will provide to your organization. In choosing a project, remember it must be something a group with perhaps limited skills can accomplish under the leadership of your Eagle Scout candidate. In order to fulfill the requirement, the Scout must be the one to lead the project. Therefore, it is important that you work with the Scout and not with the Scout's parents or leaders.

Projects Restrictions and Limitations

- Fundraising is permitted only for facilitating a project. Efforts that primarily collect money, even for worthy charities, are not permitted.
- Routine labor, like a service Scouts may provide as part of their daily lives such as mowing or weeding a church lawn, is not normally appropriate. However, if project scale and impact are sufficient to require planning and leadership, then it may be considered.
- Projects are not to be of a commercial nature or for a business, though some aspects of a business operation provided as a service, such as a community park, may qualify.
- The Scout is not responsible for any maintenance of a project once it is completed.

Approving the Project Proposal and Project Scheduling

Once a potential project is identified, you must approve your Scout's proposal. Regular communications with the Scout can make this quick and easy, but be sure you have both discussed and considered all aspects of the project to ensure your Scout has a clear understanding of your expectations and limitations. Keep in mind the proposal is merely an overview—not a comprehensive project plan.

Some projects may take only a few weeks or months to plan and carry out, while others may take longer. Scouts working toward the Eagle rank are typically busy, so scheduling flexibility may be important. **The proposal must also have several approvals, besides yours, before project planning occurs and work begins.** Therefore, if a proposed project must be completed by a certain rapidly approaching date, it may be a good idea to consider something different. Remember, too, that all work must be completed before the Scout's 18th birthday.

Approving Project Plans

After the proposal is approved by the BSA local council, your Scout must develop a plan for implementing the project. Before work begins, you should ask to see the plan. It may come in any format you desire or are willing to accept. It could even be a detailed verbal description. That said, the BSA includes a "Project Plan" form in your Scout's Eagle Scout Service Project Workbook, and we recommend that you ask your Scout to use it. If in your plan review you have any concerns the project may run into trouble or not produce the results you want, do not hesitate to require improvements before work begins.

Permits, Permissions, and Authorizations

- If the project requires building permits, etc., your Scout needs to know about them for planning purposes. However, your organization must be responsible for all permitting. This is not a duty for the Scout.
- Your organization must sign any contracts.
- If digging is involved, it is your responsibility to locate, mark, and protect underground utilities as necessary.
- If you need approval from a committee, your organization's management, or a parent organization, etc., be sure to allow additional time and let the Scout know if their help is needed.

Funding the Project

Eagle service projects often require fundraising. Donations of any money, materials, or services must be pre-approved by the BSA unless provided by your organization; by the Scout, the Scout's parents, or relatives; or by the Scout's unit or its chartered organization. The Scout must make it clear to donors or fundraising event participants that the money is being raised on the project beneficiary's behalf, and that the beneficiary will retain any leftover funds. If receipts are needed, your organization must provide them. If your organization is not allowed to retain leftover funds, you should designate a charity to receive them or turn them over to your Scout's unit.

Supervision

To meet the requirement to "give leadership to others," your Scout must be given every opportunity to succeed independently without direct supervision. The Scout's troop must provide adults to assist or keep an eye on things, and your organization should also have someone available. The Scout, however, must provide the leadership necessary for project completion without adult interference.

Safety

Through the proposal and planning process, the Scout will identify potential hazards and risks and outline strategies to prevent and handle injuries or emergencies. Scouts as minors, however, cannot be held responsible for safety. Adults must accept this responsibility. Property owners, for example, are responsible for issues and hazards related to their property or employees and any other individuals or circumstances they would normally be responsible for controlling. If during project execution you have any concerns about health and safety, please share them with the Scout and the unit leaders so action may be taken. If necessary, you may stop work on the project until concerns are resolved.

Project Execution and Approval

After the project has been carried out, your Scout will ask for your approval on their project report. The report will be used in the final review of the Scout's qualifications for the Eagle Scout rank. If the Scout has met your reasonable expectations, you should approve the project; if not, you should ask for corrections. This is not the time, however, to request changes or additions beyond what was originally agreed.

The Eagle Scout service project is an accomplishment a Scout will always remember. Your reward will be a helpful project and, more important, the knowledge you have contributed to a young Scout's growth.

Navigating the Eagle Scout Service Project is available for download at <http://www.scouting.org/advancement>



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

Item No.8.

PHONE (406) 892-4391

FAX (406) 892-4413

March 14, 2024

To: Mayor & Council

From: City Manager Nicosia

RE: Approval of Council Absence

Councilman John Piper has announced his retirement from his PERS-covered position at the Montana Veterans Home effective April 2, 2024. Pursuant to PERS rules, Mr. Piper must have a 90-day separation from all PERS-covered employment, including Council. Cities have tried unsuccessfully to have PERS rules changed to separate PERS employment from elected officials. Therefore, Mr. Piper must have a 90-day separation from his elected position.

Pursuant to City Code, 2.16.090 H, Vacancy Determination, a position becomes vacant if one ceases to discharge the duty of his office "for a period of three consecutive months, except when prevented by illness or when **absent from the city by permission of council**" (emphasis added).

Therefore, Mr. Piper has requested permission from Council to be absent for 3 months, beginning April 3, 2024 thru July 3, 2024 to fulfill the 90 day separation for PERS.

Council Action Requested: Approve Councilman Piper's required 90 day separation.

March 18, 2024

To: Montana Board of Crime Control

Re: Letter of Support for the Northwest Montana Drug Task Force 2024-2025 Grant

The Northwest Montana Drug Task Force has been enforcing drug laws and educating the public in Northwest Montana since 1984. The success of this task force over the years is widely known and has proved to be a major deterrent in the use, distribution, and manufacture of illegal drugs. The City of Columbia Falls added the School Resource Officer assignment within the Police Department beginning in 2003 based on a strong recommendation of the NW Drug Task Force to do so to combat the use of drugs within our community.

The use of illegal drugs throughout our community continues to increase and brings with it increased crimes such as thefts, burglaries and domestic violence have a widespread impact on our citizens.

The Northwest Montana Drug Task Force has demonstrated the ability to work with state, local and federal agencies to prosecute major drug trafficking organizations in Northwest Montana.

The Northwest Montana Drug Task Force has earned the trust and support of our community through not only enforcement but also education.

The Northwest Montana Drug Task Force has trained many of the local law enforcement, fire, and EMS personnel regarding methamphetamine labs and the hazards they present as well as current drug trends.

The City of Columbia Falls fully supports the Northwest Drug Montana Task Force and any funding to continue the operation of this productive task force.

Sincerely,

Donald Barnhart, Mayor

**CITY OF COLUMBIA FALLS
ORDINANCE 829**

AMEND TITLE 13 - WATER/SEWER UTILITY ACCOUNTS

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLUMBIA
FALLS, MONTANA AMENDING THE TITLE 13 WATER/SEWER UTILITY
ACCOUNT PROVISIONS**

WHEREAS, the City identified excessive paperwork, multiple meter reads and duplicative billing and notices for utility billing accounts when the account had been transferred to a tenant;

WHEREAS, the City had previously established an account process that involved a transfer of billing to the tenant, the completion and processing of a Landlord Agreement as well as the collection and accounting of deposits for accounts with tenants, resulting in additional Finance and Water Department staff hours for those accounts;

WHEREAS, the City Council held a Public Hearing on February 20, 2024 for the purpose of reviewing and revising the water/sewer customer provisions that resulted in the use of additional resources and whereas the Council considered the written and verbal comment received during the Hearing and are now proposing amending the provisions to meet the needs of the city as well as the customers;

NOW THEREFORE, be it ordained by the Council of the City of Columbia Falls, in the State of Montana, as follows:

SECTION 1: **AMENDMENT** “13.04.020 Definitions” of the Columbia Falls Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

13.04.020 Definitions

As used in this chapter, the following words and phrases shall be as set out in this section:

- A. Consumer or Customer. This term means the individual, partnership, or corporation identified on an approved application as the owner of property served or owner's representative.
- B. Customer Class. The term means the grouping of water users with other users that share a similar usage pattern or usage environment. The city recognizes the following classes for the purpose of assigning a volume rate:
 - 1. Commercial Class. Customers who occupy a premises for the purpose of buying, selling, trading, acquiring, disposing, storing, leasing articles,

- commodities, or property; or providing a service, craft, amusement, or recreation; or provide assemblage; or provide education of one hundred or less students; or provide lodging accommodations for transient persons.
2. Government Class. Customers that occupy premises that provide governmental services, institutional lodging or education for more than one hundred students.
 3. Industrial Class. A customer that consumes at least an average of five hundred thousand gallons per month over any twelve-month period and the highest and lowest demand (measured in gallons per minutes) does not vary by more than ten percent from one-half the sum of the average demand for a thirty-minute interval preceding and succeeding the time of interest.
 4. Multi-family Class. Customers that occupy premises where multi-unit dwellings, consisting of three or more units, located on a single property, provide housing for permanent residents.
 5. Single Family Class. Customer occupying a premises used as a dwelling for permanent residents consisting of a family or not more than five unrelated persons, where one unit is on a single property.
- C. Landlord Agreement. An agreement between the utility and the owner of a property whereas the owner allows the utility to establish an account in the name of the renter while retaining responsibility for unpaid charges.
- D. Payment Agreement. This term means a written agreement, on city form, that prescribes the schedule of payment for past due amounts.
- E. Plant Investment Fee. A one-time charge used to recover the pro-rata share of the capital cost for the construction and provision of the water system.
- F. Plumbing Inspector. This term means a person designated by the city to inspect plumbing.
- G. Rate-Rate Schedule. These terms mean water rates or fees set forth under the rate schedule adopted by the city council by resolution.
- H. Regular Service Line-General Service Line. These terms refer to a service line or portion thereof that is constructed to provide water for uses other than temporary service or fire service.
- I. Service Charge-Base Service Charge. An amount charged per connection based on the diameter size of service connection.
- J. Service Line. This term means every part of the piping and appurtenances from the water main to the customer's side of the meter, including the corporation stop, curb stop, meter, meter isolation valves, check valve and connecting piping between these components.
- K. Temporary Service. A temporary service means any service of water to a consumer for a period of time less than six months and likely not recurring.
- L. Utility. This term means the city water department.
- M. Volume Charge. The charge for volume of water delivered to the property served determined by meter reading or estimate based on an average of known volume usage.
- N. Sharing of Costs. Subject to exceptions set forth in 13.04.600, for repairs to leaks in service lines between the main and the curb stop, the City and the customer will each pay 50% of the incurred cost. For repairs to leaks in service lines between the curb

stop and the customer's structure, the customer will pay 70% of the cost and the City will pay 30% of the incurred costs.

AFTER AMENDMENT

13.04.020 Definitions

As used in this chapter, the following words and phrases shall be as set out in this section:

- A. Consumer or Customer. This term means the individual, partnership, or corporation identified on an approved application as the owner of property served or owner's representative.
- B. Customer Class. The term means the grouping of water users with other users that share a similar usage pattern or usage environment. The city recognizes the following classes for the purpose of assigning a volume rate:
 - 1. Commercial Class. Customers who occupy a premises for the purpose of buying, selling, trading, acquiring, disposing, storing, leasing articles, commodities, or property; or providing a service, craft, amusement, or recreation; or provide assemblage; or provide education of one hundred or less students; or provide lodging accommodations for transient persons.
 - 2. Government Class. Customers that occupy premises that provide governmental services, institutional lodging or education for more than one hundred students.
 - 3. Industrial Class. A customer that consumes at least an average of five hundred thousand gallons per month over any twelve-month period and the highest and lowest demand (measured in gallons per minutes) does not vary by more than ten percent from one-half the sum of the average demand for a thirty-minute interval preceding and succeeding the time of interest.
 - 4. Multi-family Class. Customers that occupy premises where multi-unit dwellings, consisting of three or more units, located on a single property, provide housing for permanent residents.
 - 5. Single Family Class. Customer occupying a premises used as a dwelling for permanent residents consisting of a family or not more than five unrelated persons, where one unit is on a single property.
- C. ~~Landlord Agreement. An agreement between the utility and the owner of a property whereas the owner allows the utility to establish an account in the name of the renter while retaining responsibility for unpaid charges.~~
- D. Payment Agreement. This term means a written agreement, on city form, that prescribes the schedule of payment for past due amounts.
- E. Plant Investment Fee. A one-time charge used to recover the pro-rata share of the capital cost for the construction and provision of the water system.
- F. Plumbing Inspector. This term means a person designated by the city to inspect plumbing.
- G. Rate-Rate Schedule. These terms mean water rates or fees set forth under the rate schedule adopted by the city council by resolution.
- H. Regular Service Line-General Service Line. These terms refer to a service line or

portion thereof that is constructed to provide water for uses other than temporary service or fire service.

- I. Service Charge-Base Service Charge. An amount charged per connection based on the diameter size of service connection.
- J. Service Line. This term means every part of the piping and appurtenances from the water main to the customer's side of the meter, including the corporation stop, curb stop, meter, meter isolation valves, check valve and connecting piping between these components.
- K. Temporary Service. A temporary service means any service of water to a consumer for a period of time less than six months and likely not recurring.
- L. Utility. This term means the city water department.
- M. Volume Charge. The charge for volume of water delivered to the property served determined by meter reading or estimate based on an average of known volume usage.
- N. Sharing of Costs. Subject to exceptions set forth in 13.04.600, for repairs to leaks in service lines between the main and the curb stop, the City and the customer will each pay 50% of the incurred cost. For repairs to leaks in service lines between the curb stop and the customer's structure, the customer will pay 70% of the cost and the City will pay 30% of the incurred costs.

SECTION 2: **AMENDMENT** "13.04.050 Service-Application" of the Columbia Falls Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

13.04.050 Service-Application

- A. New Applicant for Existing Service. All persons, organizations and/or entities wishing water service must be the owner of the property serviced or authorized by the owner to make application for such with the water utility upon application forms provided by the city.
- B. New Applicant for New Service. Any applicant desiring service that includes a new service connection shall comply with Section 13.04.070.
- C. Party Liability. Where two or more parties have jointly applied for water service at premises, each shall be jointly and severally liable for all bills and shall be billed by means of a single periodic bill to the party designated.
- D. Applications. Applications shall include as a minimum the following information:
 - 1. Date and place of application;
 - 2. Location of premises to be served;
 - 3. Date applicant will be ready for service;
 - 4. Whether the premises have previously been supplied with water by the utility;
 - 5. Purpose for which service is to be used;
 - 6. Size of service desired;
 - 7. Address to which bills are to be mailed or delivered;

8. Whether applicant is owner or tenant of, or agent for, the premises (if other than owner, a landlord agreement shall be provided);
 9. Agreement of applicant to abide by all regulations of the utility;
 10. Notice that the application will expire in one hundred eighty days and may be extended only by reapplication.
- E. Change in Customer. Any change in the identity of the contracting customer at a premise shall require a new application for water.
 - F. One Hundred Eighty Days to Connect. Each application for water connection, once approved by the public works director, is good for one hundred eighty days. One extension for an additional ninety days may be made upon payment of a reapplication fee according to the rate schedule.
 - G. Inspection Required. Each applicant for service that includes a new service connection and water permit must possess a building permit and an occupancy permit or, if under construction, verification from the plumbing inspector that the premises plumbing is reasonably compliant with the acceptable plumbing practices.
 - H. Landlord Agreement. The owner of a rental property may enter into a landlord agreement with the utility whereby the property owner agrees to allow the utility to establish an account in the name of the renter. The landlord may require the utility to collect a deposit from the tenant. Such an agreement does not reduce nor negate the owner's responsibility for unpaid charges. Such agreement shall be on forms provided by the utility.
 - I. Application Process. Within ten working days after a completed application is submitted to the public works director, the utility shall approve or disapprove the application. Additional time may be required if the utility is waiting for additional information such as fixture count or fire service requirements.

AFTER AMENDMENT

13.04.050 Service-Application

- A. New Applicant for Existing Service. All persons, organizations and/or entities wishing water service must be the owner of the property serviced or authorized by the owner to make application for such with the water utility upon application forms provided by the city.
- B. New Applicant for New Service. Any applicant desiring service that includes a new service connection shall comply with Section 13.04.070.
- C. Party Liability. Where two or more parties have jointly applied for water service at premises, each shall be jointly and severally liable for all bills and shall be billed by means of a single periodic bill to the party designated.
- D. Applications. Applications for service shall include as a minimum the following information and are completed and submitted to the Utility Billing Clerk every time there is a new property owner:
 1. Date and place of application;
 2. Location of premises to be served;
 3. Date applicant will be ready for service;

- 4. Whether the premises have previously been supplied with water by the utility;
- 5. Purpose for which service is to be used;
- 6. Size of service desired;
- 7. Address to which bills are to be mailed or delivered;
- 8. ~~Whether applicant is owner or tenant of, or agent for, the premises (if other than owner, a landlord agreement shall be provided)~~ Owner name, address and complete contact information;
- 9. Agreement of applicant to abide by all regulations of the utility;
- 10. ~~Notice that the application will expire in one hundred eighty days and may be extended only by reapplication.~~

- ~~E. One Hundred Eighty Days to Connect. Each application for water connection, once approved by the public works director, is good for one hundred eighty days. One extension for an additional ninety days may be made upon payment of a reapplication fee according to the rate schedule.~~
- ~~F. Inspection Required. Each applicant for service that includes a new service connection and water permit must possess a building permit and an occupancy permit or, if under construction, verification from the plumbing inspector that the premises plumbing is reasonably compliant with the acceptable plumbing practices.~~
- ~~G. Landlord Agreement. The owner of a rental property may enter into a landlord agreement with the utility whereby the property owner agrees to allow the utility to establish an account in the name of the renter. The landlord may require the utility to collect a deposit from the tenant. Such an agreement does not reduce nor negate the owner's responsibility for unpaid charges. Such agreement shall be on forms provided by the utility.~~
- ~~H. Application Process. Within ten working days after a completed application is submitted to the public works director, the utility shall approve or disapprove the application. Additional time may be required if the utility is waiting for additional information such as fixture count or fire service requirements.~~

SECTION 3: AMENDMENT “13.04.300 Billing” of the Columbia Falls Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

13.04.300 Billing

- A. General Purpose Charges. Bills for general purpose service connections shall be based on volume usage, multiplied by the rate per one thousand gallons, plus the base service charge, as set forth under the rate schedule. The full monthly base service charge is due for any portion of a month that the connection is in service.
- B. Usage Determined. Meters shall be read by the utility monthly for the purpose of determining usage. The utility shall attempt to read the meters at approximately the

same time each month. However, no adjustment to bills shall be made for failure to read the meter at the same time each month. If meters cannot be read, the utility may estimate usage based upon an average of the previous three months or three months of similar season on the year previous, whichever is the larger volume.

- C. Due Date. The bill shall be due within fifteen days after the same has been mailed by the utility, or the fifteenth of each month, whichever is later. If the bill is not paid within such time, it shall be considered delinquent.
- D. Contents of Bill. Bills shall show the following items:
1. The amount of the bill;
 2. The consumption of water in gallons or units for the current billing period;
 3. The last meter reading;
 4. The billing date;
 5. The present meter reading date;
 6. The previous meter reading date;
 7. The delinquency charge;
 8. Other charges.
- E. Payment Application. Payment for a utility bill shall be applied by the utility in the following manner: (1) first to any unpaid balance from previous billing, (2) second to current sewer charges, (3) last to current water charges.
- F. Inclusion of Charges for Other Service. Bills for other services rendered by the utility may be included with the normal water usage bill.
- G. Payment Plan for Large Bill. In cases where a customer is presented a water bill much larger than the previous month bill, for any reason, the customer may request a payment plan. The utility and the customer may enter into such a plan according to a written agreement signed by the customer. Such a plan may spread the unpaid portion of the bill over a period of time not to exceed six months. In such a case the utility shall charge a past due fee as set forth under the existing rate schedule.
- H. Delinquency Charge. If a bill becomes delinquent, a penalty fee shall be added to the bill as set forth under the rate schedule.
- I. Disputed Bills.
1. In cases where a customer disputes a bill, the account shall not be considered delinquent and subject to shutoff as long as the customer is taking all of the following steps:
 - a. Makes payment of the undisputed portion of the bill if such exists;
 - b. Has submitted the dispute in writing to the utility billing clerk for review.
 - (1) If unsatisfied with the utility billing clerk's determination, the customer may submit the dispute in writing to the Finance Director, who within five business days of receiving such must make a determination.
 - (2) If dissatisfied with the Finance Director's determination, then the customer may within five business days of receiving such submit the matter to the city manager, who within five business days of receiving such must make a determination.
 - (3) If dissatisfied with the manager's determination, the customer

must within five business days of receiving such, submit the matter to the city council for resolution at the next regular council meeting. The council's determination on the matter shall be final.

2. A dispute, if being pursued diligently as outlined in this section, shall not become delinquent. But, if action on the dispute is not pursued, the bill shall become delinquent in thirty days.
3. Leakage in a system that results in a large bill is not a disputable item.

J. Adjustment for Meter Error.

1. In case of a dispute as to the accuracy of a meter, the consumer, upon depositing the estimated cost of making a test, may demand that the meter be removed and tested as to accuracy, in the customer's presence. A meter is accurate if reporting within plus or minus two percent of test flow.
2. In case the meter is found to be registering correctly, the cost of disconnecting, testing and reconnecting the meter shall be borne by the consumer.
3. In case the meter is found to be registering incorrectly, the amount deposited by the consumer will be credited to their account and a reasonable adjustment made for the overcharge, based upon the corrected meter reading for a period not to exceed six months. If it can be shown that the error was due to some cause, the date of which can be fixed, the overcharge shall be computed back to, but not beyond such a date, or six months, whichever is the least.

AFTER AMENDMENT

13.04.300 Billing

- A. General Purpose Charges. Bills for general purpose service connections shall be based on volume usage, multiplied by the rate per one thousand gallons, plus the base service charge, as set forth under the rate schedule. The full monthly base service charge is due for any portion of a month that the connection is in service.~~e.~~
- B. Billing Party. The city will send the bill to the property owner or a property manager if the owner has completed a Property Manager's Authorization form. The city will send a second bill to a tenant if authorized by the property owner or property manager upon completion of a PROPERTY OWNERS AGREEMENT FOR CITY UTILITY SERVICES.
- C.
- D. Usage Determined. Meters shall be read by the utility monthly for the purpose of determining usage. The utility shall attempt to read the meters at approximately the same time each month. However, no adjustment to bills shall be made for failure to read the meter at the same time each month. If meters cannot be read, the utility may estimate usage based upon an average of the previous three months or three months of similar season on the year previous, whichever is the larger volume.
- E. Due Date. The bill shall be due within fifteen days after the same has been mailed by the utility, or the fifteenth of each month, whichever is later. If the bill is not paid within such time, it shall be considered delinquent.

- F. Contents of Bill. Bills shall show the following items:
1. The amount of the bill;
 2. The consumption of water in gallons or units for the current billing period;
 3. The last meter reading;
 4. The billing date;
 5. The present meter reading date;
 6. The previous meter reading date;
 7. The delinquency charge;
 8. Other charges.
- G. Payment Application. Payment for a utility bill shall be applied by the utility in the following manner: (1) first to any unpaid balance from previous billing, (2) second to current sewer charges, (3) last to current water charges.
- H. Inclusion of Charges for Other Service. Bills for other services rendered by the utility may be included with the normal water usage bill.
- I. Payment Plan for Large Bill. In cases where a customer is presented a water bill much larger than the previous month bill, for any reason, the customer may request a payment plan. The utility and the customer may enter into such a plan according to a written agreement signed by the customer. Such a plan may spread the unpaid portion of the bill over a period of time not to exceed six months. In such a case the utility shall charge a past due fee as set forth under the existing rate schedule.
- J. Delinquency Charge. If a bill becomes delinquent, a penalty fee shall be added to the bill as set forth under the rate schedule.
- K. Disputed Bills.
1. In cases where a customer disputes a bill, the account shall not be considered delinquent and subject to shutoff as long as the customer is taking all of the following steps:
 - a. Makes payment of the undisputed portion of the bill if such exists;
 - b. Has submitted the dispute in writing to the utility billing clerk for review.
 - (1) If unsatisfied with the utility billing clerk's determination, the customer may submit the dispute in writing to the Finance Director, who within five business days of receiving such must make a determination.
 - (2) If dissatisfied with the Finance Director's determination, then the customer may within five business days of receiving such submit the matter to the city manager, who within five business days of receiving such must make a determination.
 - (3) If dissatisfied with the manager's determination, the customer must within five business days of receiving such, submit the matter to the city council for resolution at the next regular council meeting. The council's determination on the matter shall be final.
 2. A dispute, if being pursued diligently as outlined in this section, shall not become delinquent. But, if action on the dispute is not pursued, the bill shall become delinquent in thirty days.

3. Leakage in a system that results in a large bill is not a disputable item.
- L. Adjustment for Meter Error.
1. In case of a dispute as to the accuracy of a meter, the consumer, upon depositing the estimated cost of making a test, may demand that the meter be removed and tested as to accuracy, in the customer's presence. A meter is accurate if reporting within plus or minus two percent of test flow.
 2. In case the meter is found to be registering correctly, the cost of disconnecting, testing and reconnecting the meter shall be borne by the consumer.
 3. In case the meter is found to be registering incorrectly, the amount deposited by the consumer will be credited to their account and a reasonable adjustment made for the overcharge, based upon the corrected meter reading for a period not to exceed six months. If it can be shown that the error was due to some cause, the date of which can be fixed, the overcharge shall be computed back to, but not beyond such a date, or six months, whichever is the least.

SECTION 4: AMENDMENT “13.04.410 Service Discontinuance By Customer” of the Columbia Falls Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

13.04.410 Service Discontinuance By Customer

- A. Notice by Customer Required. Every customer shall give the utility at least sixteen business hours notice, specifying the date on which it desires that service be discontinued. Until the utility has such notice, the customer shall be held responsible for all service rendered.
- B. The utility shall shut off the water on the date specified by the customer for the service to be discontinued, unless a new customer has made application for service prior to the time that service is to be discontinued. If service has been discontinued and a request to reestablish water service has been received, a service turn-on fee shall be charged as set forth under the rate schedule.
- C. Final Bill. When a customer has notified the utility of discontinuance of service, the utility shall prepare a final bill. Such bill, even if for less than one month service, shall include the monthly service charge and usage in the amount of actual water used, and both billed as set forth under the rate schedule.
- D. Temporary Discontinuance. Should the customer decide to discontinue the use of water temporarily, the utility, when notified to do so, shall shut off the water and charge a turn-off fee. Upon request for reconnection, the utility, when notified to do so, shall turn on the water and charge a turn-on fee. Turn-on and turn-off fees shall be as set forth under the rate schedule, unless the water was shut off due to an emergency or repair during regular business hours. These notices to the utility need not be in writing.

AFTER AMENDMENT

13.04.410 Service Discontinuance By Customer

- A. Notice by Customer Required. Every customer shall give the utility at least sixteen business hours notice, specifying the date on which it desires that service be discontinued. Until the utility has such notice, the customer shall be held responsible for all service rendered.
- B. The utility shall shut off the water on the date specified by the customer for the service to be discontinued, unless a new customer has made application for service prior to the time that service is to be discontinued. If service has been discontinued and a request to reestablish water service has been received, a service turn-on fee shall be charged as set forth under the rate schedule.
- C. Final Bill. When a customer has notified the utility of discontinuance of service, the utility shall prepare a final bill. Such bill, even if for less than one month service, shall include the monthly service charge and usage in the amount of actual water used, and both billed as set forth under the rate schedule. If the account has a credit balance it shall be refunded to the customer unless it is under five dollars, a refund will not be issued.
- D. Temporary Discontinuance. Should the customer decide to discontinue the use of water temporarily, the utility, when notified to do so, shall shut off the water and charge a turn-off fee. Upon request for reconnection, the utility, when notified to do so, shall turn on the water and charge a turn-on fee. Turn-on and turn-off fees shall be as set forth under the rate schedule, unless the water was shut off due to an emergency or repair during regular business hours. These notices to the utility need not be in writing.

SECTION 5: AMENDMENT “13.04.090 Deposits-Generally” of the Columbia Falls Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

13.04.090 Deposits-Generally

- A. The following types of consumers shall be required to make a deposit.
 - 1. Renter. Where the owner has entered into a landlord agreement allowing an account in the name of the tenant and the agreement requires the utility to collect a deposit. The deposit shall be in accordance with the rate schedule for renter deposit.
 - 2. Temporary User. A temporary user of water shall make a deposit that shall be returned upon discontinuance of use and payment of the bill. Such deposit shall be as set forth under the rate schedule.
- B. Refund. Deposits shall be refunded upon discontinuance of service, less the amount of

any unpaid water bills. If the refund is under five dollars, a refund will not be issued.

AFTER AMENDMENT

13.04.090 Deposits-Generally

- A. ~~The following types of consumers shall be required to make a deposit. Renter. Where the owner has entered into a landlord agreement allowing an account in the name of the tenant and the agreement requires the utility to collect a deposit. The deposit shall be in accordance with the rate schedule for renter deposit. Temporary User. A temporary user of water shall make a deposit that shall be returned upon discontinuance of use and payment of the bill. Such deposit shall be as set forth under the rate schedule. Refund. Deposits shall be refunded upon discontinuance of service, less the amount of any unpaid water bills. If the refund is under five dollars, a refund will not be issued.~~

SECTION 6: AMENDMENT “13.08.060 Service Deposits” of the Columbia Falls Municipal Code is hereby *amended* as follows:

BEFORE AMENDMENT

13.08.060 Service Deposits

- A. The following types of consumers shall be required to make a deposit but not if a deposit was made as a water customer:
Renter. Where the owner has entered into a landlord agreement allowing an account in the name of the tenant and the agreement requires the utility to collect a deposit. The deposit shall be in accordance with the rate schedule for renter deposit.
- B. Refund. Deposits shall be refunded upon discontinuance of service, less the amount of any unpaid sewer bills. If the refund is under five dollars, a refund will not be issued.

AFTER AMENDMENT

13.08.060 Service Deposits

- A. ~~The following types of consumers shall be required to make a deposit but not if a deposit was made as a water customer: Renter. Where the owner has entered into a landlord agreement allowing an account in the name of the tenant and the agreement requires the utility to collect a deposit. The deposit shall be in accordance with the rate schedule for renter deposit. Refund. Deposits shall be refunded upon discontinuance of service, less the amount of any unpaid sewer bills. If the refund is under five dollars, a refund will not be issued.~~

SECTION 7: REPEALER CLAUSE All ordinances or resolutions or parts thereof, which are in conflict herewith, are hereby repealed.

SECTION 8: SEVERABILITY CLAUSE Should any part or provision of this Ordinance be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the Ordinances a whole or any part thereof other than the part so declared to be unconstitutional or invalid.

SECTION 9: EFFECTIVE DATE This Ordinance shall be in full force and effect from _____ and after the required approval and publication according to law.

PASSED AND ADOPTED BY THE CITY OF COLUMBIA FALLS COUNCIL

_____.

	AYE	NAY	ABSENT	ABSTAIN
Barnhart	_____	_____	_____	_____
Fisher	_____	_____	_____	_____
Hamilton	_____	_____	_____	_____
Lovering	_____	_____	_____	_____
Piper	_____	_____	_____	_____
Robinson	_____	_____	_____	_____
Shepard	_____	_____	_____	_____

Presiding Officer

Attest

Donald Barnhart, Mayor, City of
Columbia Falls

Barb Staaland, Clerk, City of
Columbia Falls

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

Police	February					5 Year Average
	2024	2023	2022	2021	2020	
Arrests (Total)	22	13	10	32	39	23
Adult	20	8	9	23	30	18
Juvenile	2	5	1	9	9	5
Accidents Investigated	12	17	21	19	10	16
Stolen Property (Value)	8,069	104	8090	4323	122	4142
Stolen Property (Recovered)	7,500	2	6000	2000	0	3100
Criminal Mischief (Incidents)	4	4	2	2	1	3
Damage Amount	200	3650	3115	626	850	1688
Misdemeanor Citations Issued	154	44	62	101	90	90
Traffic Offenses	139	40	54	92	84	82
Cell Phone Viol.	8	2	4	17	14	9
DUI Offenses	7	2	3	2	4	4
Drug Offenses	0	4	0	1	7	2
Traffic Stops	231	105	108	152	169	153
Court Fines and Forfeitures	16,668	9,887	9,391	16,024	14,778	13350
Miles Patrolled	9,733	5,112	6,221	7,235	7,487	7158
911 Phone Calls	202	108	105	110	96	124
Incident Reports	815	641	702	734	699	718
Domestic Abuse/Assaults	30	25	22	33	35	29
Felony Investigations/Arrests	5	3	5	7	4	5
Business Checks	103	56	57	51	63	66
Welfare Checks	15	10	13	14	6	12
Citizen Assist	115	60	90	42	43	70
Agency Assist	52	32	28	26	40	36

**CITY OF COLUMBIA FALLS
CORRESPONDENCE LIST
COUNCIL MEETING
MARCH 18, 2024**

03/04/24 Email from Tyrel Johnson in support of Resolution #1915 – Skatepark

03/04/24 Letter from Montana State University –MSU Extension Local Government Center

03/14/224 – Letter to Coalition for a Clean CFAC from US Environmental Protective Agency in response to their 01/18/2024 letters.

03/14/24 - Email from Mary Caferro – invite for the Flathead County stop of the Legislative Listening Tour.

B Staaland

From: Tyrel Johnson <woodenboatworks@gmail.com>
Sent: Monday, March 4, 2024 5:38 PM
To: B Staaland
Subject: Resolution #1915 Support

Dear City Council,

I am writing this email in full support of resolution #1915 -Authorizing Application for Land & Water Conservation Fund Assistance.

I am a board member of the Badrock Skatepark Association and an active member of the Columbia Falls outdoor recreation community. The LWCF grant is a huge piece of the puzzle in how we get a skatepark built in Columbia Falls.

With the help of this grant, kids could be riding a brand new skatepark by this coming October. Badrock Skatepark Association has \$300,000 worth of donations, this grant would match that amount and create an avenue for us to move forward with the construction commencement goal of July 1 (or so). We are excited about moving forward with this project, hand in hand, with the City of Columbia Falls. It's been a great experience thus far!

I voice my support of the grant application submittal and hope the council members will vote in support of the grant application to the LWCF as well!

Thank you for all you do for the people of Columbia Falls!

Tyrel Johnson
Badrock Skatepark Association Board Member
612 2nd Ave W
Columbia Falls, MT



REGION 8
DENVER, CO 80202

March 7, 2024

Ms. Mayre Flowers, et al.
Coalition for a Clean CFAC
P.O. Box 2198
Kalispell, Montana 59903

Dear Coalition for a Clean CFAC:

Thank you for your letters dated January 18, 2024, and February 26, 2024, regarding the Anaconda Aluminum Co. Columbia Falls Reduction Plant (CFAC) Superfund Site (Site) and your concerns regarding the Proposed Plan for the Site.

During development of the Feasibility Study, the EPA oversaw extensive evaluations of various alternatives to clean up the Site, including removal of all on-site hazardous substances. Superfund law directs the EPA to evaluate and compare cleanup alternatives in the Feasibility Study. Each remedial alternative (except No Action) must meet the Threshold Criteria (See 40 C.F.R. § 300.430(e)(9), or Page 22 of the Proposed Plan): overall protection of human health and the environment; compliance with applicable or relevant and appropriate requirements (ARARs). Primary Balancing Criteria are used to weigh major trade-offs among alternatives. Consistent with EPA guidance, the overall effectiveness of the alternatives is determined by evaluating the first three primary balancing criteria: long-term effectiveness and permanence; reduction of toxicity, mobility, or volume through treatment; and short-term effectiveness. The other two balancing criteria are then considered: implementability; cost. The remaining criteria are “modifying” criteria that are usually assessed in the Record of Decision (ROD) prior to final selection of the remedy: state acceptance; community acceptance.

Off-site disposal was screened out as a cleanup alternative because of its inability to meet remedial action objectives (what a protective cleanup is intended to accomplish), based on the evaluation criteria. To summarize the rationale:

Off-site disposal was screened out as a remedial or cleanup alternative in the Feasibility Study because on-site containment options can achieve similar effectiveness with lower levels of risk, disruption and cost. Aluminum production generated several waste products, most notably spent pot liner, a carbon layer bonded to brick containing fluoride, sodium, aluminum, and cyanide. Cyanide and fluoride in spent pot liner can leach into groundwater.

Spent pot liner can react with water to produce toxic and reactive gases including cyanide gas, which is poisonous if inhaled. Cyanide-contaminated dust can also be toxic if ingested. Given great seasonal variations in the water table, excavation to depths more than 50 feet (which would be required by an off-site removal remedy) would create a large open pit where rainfall and ground water would infiltrate, making interaction with water and air inevitable and difficult to control – and therefore creating significant risks from cyanide gas and reactive gases. Excavation and handling of this material can pose serious risk to workers handling the material, and special precautions must be taken to pre-treat and transport the waste. For this reason and others described below, the Feasibility Study concluded that the risks of excavating the material and exposing it to water are great enough to eliminate this alternative as infeasible compared to alternatives that provide similar protectiveness without creating this substantial risk from cyanide gas.

If taken off-site for disposal instead of creating a protective remedy on-site, spent pot liner would have to be transported to a licensed Resource Conservation and Recovery Act (RCRA) Subtitle C landfill. The nearest RCRA Subtitle C landfill is located out of state in Arlington, Oregon, nearly 500 miles away. The complex nature of this waste limits the options for disposal facilities and, therefore, the significant distance to a facility, which creates substantial health and safety risks. Over 30 neighboring communities and communities enroute would have an estimated 70 trucks and/or trains per day passing through for over four to five years with associated noise, dust, congestion, traffic issues, and delays from railroad crossings. Trucks and trains would have to pass through the City of Spokane and the Tri-Cities (Hanford, Pasco, and Kennewick) region of Washington state. The carbon footprint and air emissions associated with 60 million total truck/rail miles would be significant. Transportation risks also exist. For transportation alone, 35 persons could potentially be injured, including one fatality, based on Federal Highway Administration statistics. The risk of accidents increases the likelihood of injuries and contaminant releases.

Finally, the EPA conducted a screening-level cost analysis in advance of releasing the Proposed Plan. The EPA roughly estimates it would cost anywhere from \$624 million - \$1.4 billion to dispose off-site approximately 1.2 million cubic yards of site waste. The analysis is part of the administrative record and is also enclosed for your convenience.

These considerations were the basis for the decision to screen out off-site material during the Feasibility Study. The detailed analysis can be found on pages 73-77 of the Feasibility Study, available here: <https://semspub.epa.gov/work/08/100011684.pdf>, and it is summarized on page 10 of the Proposed Plan, available here: <https://semspub.epa.gov/work/08/100013526.pdf>. Both excerpts are included as enclosures to this letter for your ease of reference. The full administrative record supporting the Proposed Plan is available here:

<https://cumulis.epa.gov/supercpad/SiteProfiles/index.cfm?fuseaction=second.ars&id=0800392&doc=Y&colid=67352®ion=08&type=AR>.

The EPA's Preferred Alternative, presented in the Proposed Plan, would be protective of human health and the environment, be effective, and have lower levels of risk, disruption and cost than other alternatives, including off-site disposal. It was the alternative that ranked highest among options considered within the Feasibility Study.

The EPA's Superfund Program, including the CFAC Site team, is committed to helping remediate contaminated sites. As you have quoted from the Proposed Plan, local authorities have not adopted a future land-use plan for the Site, and land-use decisions fall within the purview of local permitting and zoning authorities, as well as the private property owner. In the absence of a definitive local plan, the Feasibility Study identifies potential future uses such as commercial, industrial and recreational. Superfund Redevelopment resources, tools and trainings can be accessed and utilized at any time by interested stakeholders and community members throughout the Superfund process. The EPA encourages Superfund redevelopment initiatives from stakeholders and community members during all phases of the Superfund process to better understand redevelopment challenges and opportunities and how we can better coordinate considerations for Site areas. Also, the Remedial Design phase, after a Record of Decision, allows for flexibility in incorporating the latest data and other technical considerations for climate change (or climate vulnerabilities) into the remedy. This phase allows for opportunities to discuss redevelopment considerations.

Overall, the Superfund Program's authority under CERCLA is to investigate and remediate sites on the EPA's National Priorities List to eliminate ongoing threats and remove unacceptable risk to human health and the environment. Other state or federal governmental programs focus on restoration of natural resources to baseline conditions, which is beyond the EPA's authority, and they have a Natural Resource Damage process (<https://www.epa.gov/superfund/natural-resource-damages-primer>) to meet such goals.

Recently, the Coalition for a Clean CFAC (CCC) applied for a Technical Assistance Grant to interpret, understand, communicate, and participate in the Superfund process at the CFAC Site. The EPA encourages and supports such involvement. Again, the EPA appreciates CCC's efforts to cohesively form a citizen-based advocacy organization and provide your concerns about the Proposed Plan, as documented within your January 18, 2024, and February 26, 2024, letters. We will take them into consideration with comments received during the formal public comment process.

Lastly, your February 26, 2024, letter outlined concerns related to community engagement. At the EPA we believe community engagement, public comment, and responsiveness are a cornerstone of the Superfund process. The EPA has maintained a strong presence in the Columbia Falls community through the course of Superfund site investigation, feasibility study, and Proposed Plan for the Site. Specifically, in the months leading up to the Proposed Plan, the EPA used multiple public information sessions, fact sheets, website updates, one-on-one discussions, and participation in local community events to share information about the Site with the community. The EPA also provided an independent technical assistance advisor through the Technical Assistance Services for Communities program to help the community better understand the technical issues and documents associated with the Proposed Plan. All key and supporting documents were posted on EPA's CFAC Site webpage, as well as hard copies which were made available at the ImaginIF library.

On June 28, 2023, the EPA held the Proposed Plan public meeting in the Columbia Falls Town Hall, which is an accessible space near the Site. The EPA made a formal presentation on the Proposed Plan, answered clarifying questions immediately afterward, and then took oral public comments on the plan, which were recorded by a court reporter. The transcripts will be in the administrative record for the Record of Decision.

The public comment period, and the corresponding public meeting, was announced in advertisements run in the Daily Interlake, Hungry Horse News, the Flathead Beacon and on the EPA's webpage. Additionally, the EPA began notifying specific groups (local government, congressional representatives, the Community Liaison Panel) before the Proposed Plan was issued. The EPA extended the 60-day public comment period to 90 days at the request of the public (June 1 to August 31, 2023). Enclosed is the EPA's CFAC Community Involvement Summary. To date, we've received almost 800 comments on the Proposed Plan from the community, all of which will be included in the Responsiveness Summary. During the Proposed Plan process, the EPA reviews and considers all comments and will either move forward with the preferred alternative, modify it or select another alternative, and this future final decision is memorialized in the Record of Decision phase.

The EPA will further engage with the public to update the Site-specific Community Involvement Plan following the finalization of the Record of Decision. If you have additional questions or would like to set up a meeting, please feel free to contact the Site's Community Involvement Coordinator, Dana Barnicoat at barnicoat.dana@epa.gov or (406) 560-6261.

Sincerely,

Carolina N. Balliew

Carolina Balliew
Section C Supervisor, Superfund Remedial Branch
Superfund and Emergency Management Division
EPA Region 8

Enclosures: CFAC Feasibility Study Excerpt
CFAC Proposed Plan Excerpt
CFAC Community Involvement Summary
CFAC Analysis

cc: Matt Dorrington, EPA Region 8 Remedial Project Manager
Dana Barnicoat, EPA Region 8 Community Involvement Coordinator
Kayleen Castelli, EPA Region 8 Site Attorney
Paige Wright, EPA Region 8 Site Attorney

COST SUMMARY
Alternative LDU1/GW-7

Site: CFAC Facility
Location: Columbia Falls, MT
Phase: Feasibility Study
Base Year: 2021

Description: Alternative LDU1/GW-7 includes Excavation with Off-Site Transportation and Disposal and Containment via Capping. Waste located within the Wet Scrubber Sludge Pond and the West Landfill would be excavated and disposed of off-site. Transportation of waste would be conducted via rail and would utilize existing onsite rail lines to the extent possible. Waste would be disposed of off-site in a permitted facility meeting the requirements of RCRA subtitle C for hazardous waste. Containment of the Center Landfill would be implemented through construction of a new low-permeability cap (in addition to the existing 6 inch clay cap). The newly constructed low permeability cap would meet the substantive requirements of RCRA Subtitle C for hazardous waste.

CAPITAL COSTS:

DESCRIPTION ICs and ECs	QTY	UNIT(S)	UNIT COST	TOTAL	NOTES
Tasks from LDU1/GW-2	1	LS	\$81,250	\$81,250	Quantity and unit cost from Alternative LDU1/GW-6 (Roux 2021).
Capping of Center Landfill					
Mobilization/Demobilization/General Conditions	1	LS	\$100,000	\$100,000	Quantity and unit cost from Alternative LDU1/GW-6 (Roux 2021).
Erosion and Sediment Control	1	LS	\$30,000	\$30,000	Quantity and unit cost from Alternative LDU1/GW-6 (Roux 2021).
Construction Surveying	1	LS	\$20,000	\$20,000	Quantity and unit cost from Alternative LDU1/GW-6 (Roux 2021).
Excavation of Existing Soil Cap to Stockpile (12"min)	2,900	CY	\$9	\$26,100	Quantity and unit cost from Alternative LDU1/GW-6 (Roux 2021).
Surface Grading	8,700	SY	\$2	\$17,400	Quantity and unit cost from Alternative LDU1/GW-6 (Roux 2021).
Installation of Geomembrane Layer	9,500	SY	\$4	\$38,950	Quantity and unit cost from Alternative LDU1/GW-6 (Roux 2021).
Backfill and Compaction with Onsite Soil (12" layer)	3,100	CY	\$8	\$24,800	Quantity and unit cost from Alternative LDU1/GW-6 (Roux 2021).
Backfill and Compaction with Imported Soil (6" layer)	1,550	CY	\$27	\$41,850	Quantity and unit cost from Alternative LDU1/GW-6 (Roux 2021).
Backfill and Compaction with Top Soil (6" layer)	1,550	CY	\$35	\$54,250	Quantity and unit cost from Alternative LDU1/GW-6 (Roux 2021).
Installation of Stormwater Conveyance Swales/Ditches	1	LS	\$150,000	\$150,000	Quantity and unit cost from Alternative LDU1/GW-6 (Roux 2021).
Perimeter Soil Berm	600	CY	\$32	\$19,200	Quantity and unit cost from Alternative LDU1/GW-6 (Roux 2021).
Seeding/Vegetation	1.8	ACRE	\$1,000	\$1,800	Quantity and unit cost from Alternative LDU1/GW-6 (Roux 2021).
Waste Excavation					
Mobilization/Demobilization/General Conditions	1	LS	\$750,000	\$750,000	Quantity and unit cost from Alternative LDU1/GW-6 (Roux 2021).
Erosion and Sediment Control	1	LS	\$50,000	\$50,000	Quantity and unit cost from Alternative LDU1/GW-6 (Roux 2021).
Pre-Design Investigation	1	LS	\$364,000	\$364,000	Quantity and unit cost from Alternative LDU1/GW-6 (Roux 2021).
Construction Survey	1	LS	\$60,000	\$60,000	Quantity and unit cost from Alternative LDU1/GW-6 (Roux 2021).
Wet Scrubber Sludge Pond					Quantity and unit cost from Alternative LDU1/GW-6 (Roux 2021).
Physical Solidification of Low-Strength Material	523,000	BCY	\$35.00	\$18,305,000	Quantity and unit cost from Alternative LDU1/GW-6 (Roux 2021).
Waste Excavation	523,000	BCY	\$9.00	\$4,707,000	Quantity and unit cost from Alternative LDU1/GW-6 (Roux 2021).
Waste Transportation	719,000	LCY	\$5.00	\$3,595,000	Quantity and unit cost from Alternative LDU1/GW-6 (Roux 2021). Assumes waste transportation to the rail load out area is equal to the transportation to the proposed on-site landfill location.
Sloping/Benching of Excavation	78,500	BCY	\$9.00	\$706,500	Quantity and unit cost from Alternative LDU1/GW-6 (Roux 2021).
Dewatering System for Excavation	1	LS	\$500,000	\$500,000	Quantity and unit cost from Alternative LDU1/GW-6 (Roux 2021).
West Landfill					Quantity and unit cost from Alternative LDU1/GW-6 (Roux 2021).
Waste and Underlying Impacted Soil Excavation	818,000	BCY	\$9.00	\$7,362,000	Quantity and unit cost from Alternative LDU1/GW-6 (Roux 2021).
Waste and Underlying Impacted Soil Transportation	1,020,000	LCY	\$5.00	\$5,100,000	Quantity and unit cost from Alternative LDU1/GW-6 (Roux 2021). Assumes waste transportation to the rail load out area is equal to the transportation to the proposed on-site landfill location.
Sloping/Benching of Excavation	153,000	BCY	\$9.00	\$1,377,000	Quantity and unit cost from Alternative LDU1/GW-6 (Roux 2021).
Dewatering System for Excavation	1	LS	\$2,000,000	\$2,000,000	Quantity and unit cost from Alternative LDU1/GW-6 (Roux 2021).
Backfilling, Compaction of Former WMUs with Onsite Material	532,000	LCY	\$6.00	\$4,256,000	Quantity and unit cost from Alternative LDU1/GW-6 (Roux 2021).
Backfilling, Compaction of Former WMUs with Imported Fill	572,000	LCY	\$27.00	\$15,444,000	Quantity and unit cost from Alternative LDU1/GW-6 (Roux 2021).
Seeding/Vegetation	18.6	AC	\$1,000	\$18,600	Quantity and unit cost from Alternative LDU1/GW-6 (Roux 2021).

COST SUMMARY
Alternative LDU1/GW-7

Site: CFAC Facility
Location: Columbia Falls, MT
Phase: Feasibility Study
Base Year: 2021

Description: Alternative LDU1/GW-7 includes Excavation with Off-Site Transportation and Disposal and Containment via Capping. Waste located within the Wet Scrubber Sludge Pond and the West Landfill would be excavated and disposed of off-site. Transportation of waste would be conducted via rail and would utilize existing onsite rail lines to the extent possible. Waste would be disposed of off-site in a permitted facility meeting the requirements of RCRA subtitle C for hazardous waste. Containment of the Center Landfill would be implemented through construction of a new low-permeability cap (in addition to the existing 6 inch clay cap). The newly constructed low permeability cap would meet the substantive requirements of RCRA Subtitle C for hazardous waste.

Off-Site Transportation and Disposal of RCRA Subtitle C Waste

Transportation via Rail of RCRA Subtitle C Waste	2,608,500	TON	\$65	\$169,552,500	Unit costs acquired from Waste Management in March 2023 and includes taxes and fees. Includes T&D of waste from Wet Scrubber Sludge Pond and West Landfill via rail transport to either Chem Waste, Arlington, Oregon for hazardous waste or Columbia Ridge Landfill for non-hazardous waste. Volume quantities from Alternative LDU1/GW-6 (Roux 2021) were used. Waste tonnage was calculated assuming a unit weight of 1.5 ton/cy. Cost for crushing, if needed prior to disposal, is not included.
Disposal of RCRA Subtitle C Waste from West Landfill	1,530,000	TON	\$160	\$244,800,000	
Disposal of RCRA Subtitle C Waste from Wet Scrubber Pond	1,078,500	TON	\$150	\$161,775,000	
SUBTOTAL				\$641,328,200	
Contingency	30%			\$192,398,460	20% Scope, 10% Bid
SUBTOTAL				\$833,726,660	
Project Management	1%			\$8,337,267	Percentage used in Alternative LDU1/GW-6 (Roux 2021).
Remedial Design	2%			\$16,674,533	Percentage used in Alternative LDU1/GW-6 (Roux 2021).
Construction Management	4%			\$33,349,066	Percentage used in Alternative LDU1/GW-6 (Roux 2021).
TOTAL				\$892,087,526	
TOTAL CAPITAL COST				\$892,088,000	Total capital cost is rounded to the nearest \$1,000.

DIRECT OPERATIONS AND MAINTENANCE (O&M) COSTS:

DESCRIPTION	QTY	UNIT(S)	UNIT COST	TOTAL	NOTES
Annual Costs					
Cap Maintenance	1.8	ACRE	\$1,000	\$1,800	Unit cost from Alternative LDU1/GW-6 (Roux 2021). Adjusted cost for maintenance of Center Landfill Cap only.
Groundwater MNA	1	LS	\$4,000	\$4,000	Unit cost from Alternative LDU1/GW-6 (Roux 2021). Adjusted cost for maintenance of Center Landfill Cap only.
Site Maintenance	1	LS	\$800	\$800	Unit cost from Alternative LDU1/GW-6 (Roux 2021). Adjusted cost for maintenance of Center Landfill Cap only.
Reporting	1	LS	\$1,800	\$1,800	Unit cost from Alternative LDU1/GW-6 (Roux 2021). Adjusted cost for maintenance of Center Landfill Cap only.
SUBTOTAL				\$8,400	
Contingency	20%			\$1,680	Percentage used in Alternative LDU1/GW-6 (Roux 2021).
SUBTOTAL				\$10,080	
Technical Support	10%			\$1,008	Percentage used in Alternative LDU1/GW-6 (Roux 2021).
TOTAL				\$11,088	
TOTAL DIRECT O&M COST				\$12,000	Total direct O&M cost is rounded to the nearest \$1,000.

COST SUMMARY
Alternative LDU1/GW-7

Site: CFAC Facility
Location: Columbia Falls, MT
Phase: Feasibility Study
Base Year: 2021

Description: Alternative LDU1/GW-7 includes Excavation with Off-Site Transportation and Disposal and Containment via Capping. Waste located within the Wet Scrubber Sludge Pond and the West Landfill would be excavated and disposed of off-site. Transportation of waste would be conducted via rail and would utilize existing onsite rail lines to the extent possible. Waste would be disposed of off-site in a permitted facility meeting the requirements of RCRA subtitle C for hazardous waste. Containment of the Center Landfill would be implemented through construction of a new low-permeability cap (in addition to the existing 6 inch clay cap). The newly constructed low permeability cap would meet the substantive requirements of RCRA Subtitle C for hazardous waste.

INDIRECT OPERATIONS AND MAINTENANCE (O&M) COSTS:

DESCRIPTION	QTY	UNIT(S)	UNIT COST	TOTAL	NOTES
Administrative Costs	1	LS	\$1,200	\$1,200	Quantity and unit cost from Alternative LDU1/GW-6 (Roux 2021). Adjusted cost for maintenance of Center Landfill Cap only.
SUBTOTAL				\$1,200	
Contingency	10%			\$120	Percentage used in Alternative LDU1/GW-6 (Roux 2021).
SUBTOTAL				\$1,320	
TOTAL INDIRECT O&M COST				\$2,000	Total indirect O&M cost is rounded to the nearest \$1,000.

Notes:

Refer to Roux Environmental Engineering and Geology, D.P.C. (Roux), 2021. Feasibility Study Report, CFAC Facility, 2000 Aluminum Drive, Columbia Falls, Montana, June 16. Percentages used for indirect costs are based on guidance from Section 5.0 of "A Guide to Developing and Documenting Cost Estimates During the Feasibility Study", EPA 2000, unless noted otherwise. Costs presented for this alternative are expected to have an accuracy between -30% to +50% of actual costs, based on the scope presented.

Abbreviations:

- EA: Each
- LS: Lump Sum
- YR: Year

TABLE TAC-Alternative LDU1/GW-7

TOTAL COST SUMMARY

Description:	Year ¹	Capital Costs ²	Annual O&M Costs ²	Total Annual Expenditure ³	Discount Rate: 7.00%	
					Discount Factor	Present Value Cost ⁴
Alternative LDU1/GW-7 includes Excavation with Off-Site Transportation and Disposal and Containment via Capping. Waste located within the Wet Scrubber Sludge Pond and the West Landfill would be excavated and disposed of off-site. Transportation of waste would be conducted via rail and would utilize existing onsite rail lines to the extent possible. Waste would be disposed of off-site in a permitted facility meeting the requirements of RCRA subtitle C for hazardous waste. Containment of the Center Landfill would be implemented through construction of a new low-permeability cap (in addition to the existing 6 inch clay cap). The newly constructed low permeability cap would meet the substantive requirements of RCRA Subtitle C for hazardous waste.	0	\$892,088,000	\$0	\$892,088,000	1.0000	\$892,088,000
	1	\$0	\$14,000	\$14,000	0.9346	\$13,084
	2	\$0	\$14,000	\$14,000	0.8734	\$12,228
	3	\$0	\$14,000	\$14,000	0.8163	\$11,428
	4	\$0	\$14,000	\$14,000	0.7629	\$10,681
	5	\$0	\$14,000	\$14,000	0.7130	\$9,982
	6	\$0	\$14,000	\$14,000	0.6663	\$9,328
	7	\$0	\$14,000	\$14,000	0.6227	\$8,718
	8	\$0	\$14,000	\$14,000	0.5820	\$8,148
	9	\$0	\$14,000	\$14,000	0.5439	\$7,615
	10	\$0	\$14,000	\$14,000	0.5083	\$7,116
	11	\$0	\$14,000	\$14,000	0.4751	\$6,651
	12	\$0	\$14,000	\$14,000	0.4440	\$6,216
	13	\$0	\$14,000	\$14,000	0.4150	\$5,810
	14	\$0	\$14,000	\$14,000	0.3878	\$5,429
	15	\$0	\$14,000	\$14,000	0.3624	\$5,074
	16	\$0	\$14,000	\$14,000	0.3387	\$4,742
	17	\$0	\$14,000	\$14,000	0.3166	\$4,432
	18	\$0	\$14,000	\$14,000	0.2959	\$4,143
	19	\$0	\$14,000	\$14,000	0.2765	\$3,871
	20	\$0	\$14,000	\$14,000	0.2584	\$3,618
	21	\$0	\$14,000	\$14,000	0.2415	\$3,381
	22	\$0	\$14,000	\$14,000	0.2257	\$3,160
	23	\$0	\$14,000	\$14,000	0.2109	\$2,953
	24	\$0	\$14,000	\$14,000	0.1971	\$2,759
	25	\$0	\$14,000	\$14,000	0.1842	\$2,579
	26	\$0	\$14,000	\$14,000	0.1722	\$2,411
	27	\$0	\$14,000	\$14,000	0.1609	\$2,253
	28	\$0	\$14,000	\$14,000	0.1504	\$2,106
	29	\$0	\$14,000	\$14,000	0.1406	\$1,968
30	\$0	\$14,000	\$14,000	0.1314	\$1,840	
TOTALS:		\$892,088,000	\$420,000	\$892,508,000		\$892,261,724
TOTAL ALTERNATIVE COST FOR ALTERNATIVE LDU1/GW-7*						\$892,262,000

Notes:

- 1 - The period of analysis was assumed to be 30 years beyond the construction in Year 0.
 - 2 - Costs, for purposes of this analysis, are assumed to be distributed as indicated on Table CS-1.
 - 3 - Total annual expenditure is the total cost per year with no discounting.
 - 4 - Total Present Value Cost is the total cost per year with a discount factor applied to the Total Annual Expenditure for that year.
 - 5 - Total costs are rounded to the nearest \$1,000.
- Costs presented for this alternative are expected to have an accuracy between -30% to +50% of actual costs, based on the scope presented. Costs are prepared solely to facilitate relative comparisons between alternatives.

EPA CFAC Community Involvement Summary

Fact Sheets

- **Post-RI/FS Overview.** EPA developed the Big Things Are Happening at The Columbia Falls Aluminum Company Superfund Site fact sheet to post on the EPA website, distribute at the Farmer's Market and public meetings, and to have available at the local information repository. The fact sheet announced the upcoming opportunities to talk to EPA and the general plan for releasing a Proposed Plan and ROD.
- **RI/FS Fact Sheet.** EPA developed the Recap of the Remedial Investigation and Feasibility Study in September 2022 to summarize the highlights of the RI and FS and to provide a useful accompaniment to the public meeting for the RI/FS (on September 14, 2022). It provided links to the documents on EPA's website.
- **Proposed Plan Fact Sheet.** EPA also developed EPA Issues Its Proposed Plan for Cleanup for the Columbia Falls Aluminum Company Superfund Site a fact sheet that explained the purpose of the proposed plan, the public comment period, and how the public could provide written or oral comment.

Reports

The final RI and FS reports were made available to the public on EPA's website (in 2021 and 2022, respectively). A copy of each report was also placed at the local repository (the ImagineIF Library in Columbia Falls, Montana).

Public Meetings and Local Appearances

- **RI/FS Recap Public Meeting.** The RI and FS reports were the topic of five public meetings held by EPA in Columbia Falls during the RI/FS, the last meeting occurred in September 2022.
- **Columbia Falls Community Market Meet and Greet.** EPA staffed a booth at the local Columbia Falls Community Market on August 11 and September 15, 2022, to meet the public, hand out a fact sheet, and answer questions.
- **Proposed Plan.** The Proposed Plan for cleanup was issued by EPA on June 1, 2023. It was made available at the local repository and on EPA's website.
- **Advertisements.** Ads were placed in the newspapers of record for the area (Daily Inter Lake, Flathead Tribune, and Hungry Horse News) that announced the purpose, location, time, and date of the upcoming public meeting for the proposed plan and the locations where the public could obtain access to the plan.
- **Public Comment Period.** The public comment period was originally set at 60 days (June 1 to July 31, 2023). It was extended after the public meeting for an additional 30 days (August 31, 2023) based on requests from several individuals at the public meeting.
- **Public Meeting for the Proposed Plan.** The public meeting was held in Columbia Falls in the middle of the public comment period to present the Proposed Plan for cleanup to a broad audience. The meeting included a presentation by EPA, followed by a question-and-answer session, and an opportunity to give oral comment that was recorded by a court reporter.
- **Technical Assistance Services for Communities (TASC).** EPA arranged for independent public assistance with understanding technical aspects of the Proposed Plan by engaging a contractor to lead 4 local public meetings (two on June 21 and two on July 12, 2023) specifically tailored to the Proposed Plan. Attendance ranged from 2 to 20 people. The TASC contractor also submitted to EPA a list of comments on the Proposed Plan.
- **Administrative Record.** All documents that are part of the Proposed Plan Administrative Record are housed in the U.S. EPA Region 8 in Denver, Colorado and on the EPA website for the site.

- **Local elected officials/congressional outreach.** We provide ongoing updates to local elected leaders, and congressional aids that live in the area. This includes updates with Sen. Tester Staff, where they have attended all public meetings. We have also reached out to them to get ideas and perspectives on our community involvement and outreach. In early June 2023, EPA conducted a site tour with Glencore, for local media and Sen. Daines staffer.
- **Media.** EPA has consistent interactions with the local media, mainly the Hungry Horse News and Daily Interlake.

Some Recent News Clips

<https://flatheadbeacon.com/2024/01/28/advocacy-group-to-epa-reconsider-waste-in-place-cleanup-plan-at-cfac-superfund-site/>

<https://hungryhorsenews.com/news/2024/jan/03/still-time-to-address-cfac-concerns/>

<https://hungryhorsenews.com/news/2023/dec/27/plenty-of-concerns-about-cfac-cleanup-plan-from-public-arco/>

<https://hungryhorsenews.com/news/2023/feb/22/community-will-get-representative-cfac-cleanup/>

<https://flatheadbeacon.com/2023/07/17/superfund-expert-reviews-cfac-cleanup-plan-as-if-this-were-my-own-backyard/>

In addition to the above listed activities, EPA participated in regular meetings held by CFAC during the RI/FS as part of CFAC's community engagement plan referred to as the Community Liaison Panel (CLP). EPA attended 13 of 14 CLP meetings from May 2015 to July 2023. EPA also conferred with concerned citizens throughout the RI/FS process. This ROD is the legal mechanism for documenting the requirements of the next phase of the Superfund process—remedial action and design. It includes EPA's responses to comments received during the Proposed Plan's 90-day public comment period (Part III, Responsiveness Summary).

Post Record of Decision

- **Technical Assistance Grant.** On January 19, 2023, EPA received a letter of intent (LOI) to apply for a Technical Assistance Grant (TAG) from The Coalition for a Clean CFAC. the next step is for the EPA to notify the broader community impacted by the Superfund site about the LOI. This notification informs community members about The Coalition for a Clean CFAC and provide them a chance to join as one group to apply for the grant or submit their own LOI to compete for the grant. This notification will be announced via a display ad in the local newspapers, Hungry Horse news and/or the Daily Interlake. If there is no competition to The Coalition for a Clean CFAC, they will be able to start their application process. The timing on the application process will take a few months to complete depending on when the applicant submits a completed package for review.
- Once the ROD is released, EPA will work with the community to have ongoing meetings and updates through the Remedial Design/Remedial action, as needed. We will also use guidance from the completed TANA to conduct outreach, community meetings, and allow for local elected and congressional updates.

B Staaland

From: Mary Caferro <mary@montanademocrats.org>
Sent: Thursday, March 14, 2024 1:12 PM
To: B Staaland
Subject: You are invited!
Attachments: 3-13 final announcement.jpg

RECEIVED

MAR 14 2024

CITY OF COLUMBIA FALLS

Hi Barb,
Thank-you for returning my call regarding how to get an invitation to the Columbia Falls City Commissioners and Mayor. I appreciate your offer to circulate it.
Mary
Honorable Mayor and City Commissioners,

Please join Senate Democratic Leader Pat Flowers, House Democratic Leader Kim Abbott, and Appropriations Vice Chair, Mary Caferro for the Flathead County stop of the Legislative Listening Tour.

These face-to-face sessions allow legislators to hear directly from the public about their ideas, hopes, and dreams for Montana. Democracy works best when people shape the future. Your voice matters to us. Down the road, we will release a report and craft our work based on what we learn.

Flathead County is the eleventh stop of the tour with Flathead Indian Reservation and Ravalli next. The Legislative Listening Tour kicked off in Great Falls last summer, and has made additional stops in Belgrade, Fort Peck, Miles City, Laurel, Red Lodge, Lewistown, Havre, Ronan, and Arlee. Please feel free to invite your friends and family and to share on social media. Thank you very much.

Hope to see you there,
Mary

Mary Caferro
Montana Democratic Party
Print Media Coordinator
406-461-2384
mary@montanademocrats.org



PUBLIC EVENT - ALL WELCOME

Tues, March. 26
6 p.m.

Cedar Creek Lodge
930 Second Ave. in
Columbia Falls

Democratic Legislators want to hear from you on the direction the state is heading and what matters most to you.

Contact: Mary Caferro (406) 461-2384

RECEIVED
MAY 13 2024
CITY OF COPPER HILL

Dear Susan Nicosia,

Thank you for allowing the MSU Extension Local Government Center to serve Montana's counties and municipalities as your educational co-pilot over the last 39 years. We value your partnership and look forward to continuing to support you and the great work you do in your communities.

Based on the feedback we have received from our advisory committee and stakeholders across the state, we are looking ahead to the future of the MSU Local Government Center and how to continue improving our capacity to provide education and research for local governments. We appreciate your understanding as we make shifts in our service structure and pricing and reorganize in a way that allows for the sustainability of the Center, and we welcome your feedback.

The need for service and fee change has grown as a result of the following challenges:

- With 3 full-time and 1 part-time team members, we do not have the human capital to continue serving in the way that we are. Our current level of service comes at the personal cost of our team and is no longer a sustainable operational structure.
- As you may know, the MSU Local Government Center is partially funded by a state allocation from the Montana Legislature. There was a bill proposed during the 2021 and 2023 legislative sessions to increase base funding for the LGC; unfortunately, they were not adopted. As a result, our team is reimagining how we can provide services across the state with the resources available.
- We aspire to improve how we serve local municipalities and counties by responding to needs such as creating accessible digital content, developing our research efforts, and further building the capacity of local leaders at every stage.

Our steps toward sustainable change include streamlining in-person travel, developing accessible digital resources, and building higher-value programming with a robust reach for the leaders we serve.

Let's Stay Connected

We are excited to announce that the MSU Local Government Center has launched social media accounts on Facebook, Instagram, and LinkedIn to share relevant resources, information, and educational content.

If you have any questions regarding upcoming events or the realignment of our service and pricing model, please contact the MSU Local Government Center office.

Sincerely,



**Local Government
Center**

Dan Clark, Director

P.O. Box 170535
Bozeman, MT 59717-0535

Tel (406) 994-6694
Fax (406) 994-1905
daniel.clark@montana.edu
www.msulocalgov.org