



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

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

**CITY COUNCIL REGULAR MEETING
AGENDA
MONDAY, APRIL 21, 2025
COUNCIL CHAMBERS CITY HALL**

FINANCE COMMITTEE – 6:30 P.M.

(Barnhart, Lovering and Piper)

Contact City Clerk Barb Staaland for virtual meeting registration information no later than 6:00 p.m. the day of the meeting by calling (406) 892-4388 or email: staalandb@cityofcolumbiabfalls.com for the

REGULAR MEETING – 7:00 P.M.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

CONSENT AGENDA:

1. Approval of Claims - \$359,733.77
2. Approval of Payroll Claims - April 11, 2025 - \$121,502.13
3. Approval of Regular Council Meeting Minutes - April 7, 2025

VISITORS/PUBLIC COMMENT (Items not on agenda)

NOTICE OF PUBLIC HEARINGS/PUBLIC HEARINGS:

4. **Notice of Public Hearings - Columbia Falls Housing Needs Study**

NOTICE IS HEREBY GIVEN, that the City Council of the City of Columbia Falls, Montana, will hold a public hearing beginning on **May 5, 2025 at 7:00 pm** in the Columbia Falls City Hall, 130 6th Street West, Columbia Falls, Montana, for the following reason.

Columbia Falls Housing Needs Study

An element of the Columbia Falls Land Use Plan Update: A request by the City of Columbia Falls to adopt the Columbia Falls Housing Needs Assessment. The Housing Needs Study is an element of the future Land Use Plan the City of Columbia Falls is working towards in compliance with SB 382. The Housing Needs Study estimates housing needs for Columbia Falls and surrounding areas

and provides a number of options that the City can work towards to meet the needs. The Housing Needs Study is just one part of the future land use plan which will also include Land use analysis of the land use map, vacant lands, and zoning.

5. Notice of Public Hearing - Planning Commission and City Council

NOTICE IS HEREBY GIVEN, that the Planning Commission and City Council of the City of Columbia Falls, Montana, will hold a public hearing as described below.

The Columbia Falls Planning Commission will hold a public hearing for the following item at their regular meeting on Thursday, **May 8, 2025 at 6:00 p.m.** at the Council Chambers of City Hall, 130 6th Street West, Columbia Falls, Montana. The Columbia Falls City Council will hold a subsequent hearing on Monday, **May 19, 2025 starting at 7:00 p.m.** in the same location.

Columbia Falls Growth Policy Amendment from Park/Open Space to Urban Residential (Two to Eight Units per Acre):

The City of Columbia Falls in cooperation with Habitat for Humanity of Flathead Valley are requesting a Growth Policy Amendment from the current Park/Open Space designation to Urban Residential, a primarily single-family designation allowing 2 to 8 dwellings per acre. The site is currently used for a little league baseball field. In the short term, the baseball use will move to one of School District 6's ball fields at the Junior High. Habitat for Humanity intends to construct six single family homes on the property. The property is addressed as 394 Railroad Street and is described as Tract 3D of COS 2090 (Accessors Tracts 3D); Section 8, Township 30 North, Range 20 West, P.M.M., Flathead County.

A zone change from the existing CB-2 (General Commercial) designations to CR-5 (Two Family Residential):

The City of Columbia Falls in cooperation with Habitat for Humanity of Flathead Valley are requesting a zone change from the present CB-2 commercial zoning designation to a CR-5 zoning designation which will allow for the residential subdivision. The property is addressed as 394 Railroad Street and is described as Tract 3D of COS 2090 (Accessors Tracts 3D); Section 8, Township 30 North, Range 20 West, P.M.M., Flathead County.

A subdivision creating 6 residential lots and a park/open space in the Columbia Falls Planning Jurisdiction:

The applicant Habitat for Humanity of Flathead Valley is requesting a preliminary plat approval for a six-lot subdivision. The single family lots will range from 6000 square feet up to 8,705 square feet along with a 15,566 square foot park. Access to the lots will be from existing City streets, 4th Ave WN on the east side of the property and C Street EN on the south side of the property. The property is addressed as 394 Railroad Street and is described as Tract 3D of COS 2090 (Accessors Tracts 3D); Section 8, Township 30 North, Range 20 West, P.M.M., Flathead County.

NEW BUSINESS:

6. 12th Avenue West Grade Crossing Tri-Party Agreement

Tri-Party Agreement for the 12th Avenue West Railroad Crossing between the City of Columbia Falls, the Montana Department of Transportation, and BNSF Railway.

7. State-Local Infrastructure Partnership Act Grants

City to enter into four State-Local Infrastructure Partnership Act (SLIPA) Grant Contracts with Montana Dept of Commerce.

8. Emergency Medical Services Annual Memorandum of Understanding

Annual Memorandum of Understanding (MOU) between the Columbia Falls Fire Department Quick Response Unit (QRU) and Flathead County.

ORDINANCES/RESOLUTIONS:

9. Resolution # 1939 - SRF Bond Resolution 2025

Relating to \$750,000 SEWER SYSTEM REVENUE BONDS (DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM) CONSISTING OF \$367,500 SUBORDINATE LIEN TAXABLE SERIES 2025A BOND, AND \$382,500 SERIES 2025B BOND

REPORTS/BUSINESS FROM MAYOR & COUNCIL

CITY MANAGER REPORT

10. Report from City Manager, Eric Hanks

CITY ATTORNEY REPORT

MISCELLANEOUS

11. Finance Report - March 2025

12. Correspondence

CLOSED EXECUTIVE SESSION

13. (MCA 2-3-203-4) Except as provided in subsection (4)(b), a meeting may be closed to discuss a strategy to be followed with respect to litigation when an open meeting would have a detrimental effect on the litigating position of the public agency.

ADJOURN

Next Scheduled Meetings:

City Council – Regular Meeting, **Monday, May 5, 2025** - 7:00 PM

Planning Commission – Regular Meeting, **Thursday, May 8, 2025** - 6:00 PM

Study Commission – Workshop, **Thursday, May 15, 2025** – Time TBD

04/18/25
12:53:56CITY OF COLUMBIA FALLS
Claim Approval List
For the Accounting Period: 4/25Page: 1 of 12
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* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
47260		3061 406 INNOVATIVE SOLUTIONS LLP	5,495.76								
		072724 07/27/24 POOL-toilet, shower, fountain	726.94		1000	460445	366				101000
		010125 01/01/25 SWR-HEATER SWITCH/RELAY	785.48		5310	430600	366				101000
		100123 10/01/23 FAC-TOILET MECHANISM	773.33		1000	411200	366				101000
		080124 08/01/24 SWR-GAS WATER HEATER	2,205.98		5310	430600	366				101000
		020524 02/05/24 FAC-THERMOSTAT IN COURT	1,004.03		1000	411200	366				101000
		Total for Vendor:	5,495.76								
47282		3312 CHAIN SAW SALES	237.00								
		0060201 02/28/25 SWR-PARTS	237.00*		5310	430600	240				101000
		Total for Vendor:	237.00								
47286		999999 COLUMBIA FALLS LIONS CLUB	85.00								
		Refund park permit fee									
		032425 03/24/25 PRK-EASTER EGG REFUND	85.00		1000	346031					101000
		Total for Vendor:	85.00								
47274		2584 DARLING, KARA	272.60								
		LIMITED CLERKS CONFERENCE									
		041425 04/14/25 CRT-MEALS	272.60		1000	410360	380				101000
		Total for Vendor:	272.60								
47293		3278 DREAMLAND SKATEPARKS LLC	34,402.50								
		Fenholz Skatepark - Pay app #FINAL - LWCF Grant									
		Pay App FI 04/15/25 PRKS-FENHOLZ SKTPRK FINAL	34,402.50		4010	460400	930				101000
		Total for Vendor:	34,402.50								
47277	E	1879 EVERGREEN WASTE CONNECTIONS	547.00								
		4868927 02/01/25 FAC-2/01/25-2/28/25	99.23		1000	411200	340				101000
		4868928 02/01/25 STRS-2/01/25-2/28/25	199.80		2500	430200	340				101000
		4869032 02/01/25 WTR-2/01/25-2/28/25	99.23		5210	430500	340				101000
		4869034 02/01/25 SWR-2/01/25-2/28/25	82.60		5310	430600	340				101000
		4869032 02/01/25 PRKS-2/01/25-2/28/25	66.14		1000	460400	340				101000

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47278	E	1879 EVERGREEN WASTE CONNECTIONS	547.00								
	030125	03/01/25 FAC-3/01/25-3/31/25	99.23		1000	411200	340				101000
	030125	02/01/25 STRS-3/01/25-3/31/25	199.80		2500	430200	340				101000
	030125	02/01/25 WTR-3/01/25-3/31/25	99.23		5210	430500	340				101000
	030125	02/01/25 SWR-3/01/25-3/31/25	82.60		5310	430600	340				101000
	030125	02/01/25 PRKS-3/01/25-3/31/25	66.14		1000	460400	340				101000
		Total for Vendor:	1,094.00								
47249		438 FERGUSON WATERWORKS	2,371.42								
DR. YPMA EYE OFFICE											
	0918963	04/03/25 WTR-1" METERS (2)	539.68		5210	430500	230				101000
	0918834	04/08/25 WTR-1.5" METER	1,831.74		5210	430500	230				101000
		Total for Vendor:	2,371.42								
47280		3104 FIRST CALL COMPUTER SOLUTIONS,	495.00								
Product and work to complete project											
	104462	04/11/25 SWR-NEW WORKSTATION COMPUTER	495.00		5310	430600	212				101000
		Total for Vendor:	495.00								
47251		240 FLATHEAD CONCRETE PRODUCTS, INC.	1,320.00								
BEAR PROOF TRASH CAN ANCHOR PADS											
	26971	03/25/25 PRKS-PORTER BLOCKS (7)	1,320.00		1000	460400	220				101000
		Total for Vendor:	1,320.00								
47283		1892 FLATHEAD COUNTY	75.00								
RAILROAD ST											
	6488	03/27/25 OWNERSHIP LIST-COLUMBIA FALLS	75.00		1000	411000	390				101000
		Total for Vendor:	75.00								
47284		21 FLATHEAD ELECTRIC COOP INC	14,169.07								
	033125	03/31/25 FAC-02/25/25-03/25/25	411.84		1000	411200	341				101000
	033125	03/31/25 PD-02/25/25-03/25/25	41.00		1000	420100	341				101000
	033125	03/31/25 FD-02/25/25-03/25/25	444.05		1000	420400	341				101000
	033125	03/31/25 PRKS-02/25/25-03/25/25	311.15		1000	460400	341				101000
	033125	03/31/25 POOL-02/25/25-03/25/25	59.65		1000	460445	341				101000
	033125	03/31/25 LIGHTING-02/25/25-03/25/25	2,541.57		2400	430200	341				101000

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033125	03/31/25	STRS-02/25/25-03/25/25	111.70		2500	430200	341				101000
033125	03/31/25	WTR-02/25/25-03/25/25	3,859.62		5210	430500	341				101000
033125	03/31/25	SWR-02/25/25-03/25/25	6,388.49		5310	430600	341				101000
		Total for Vendor:	14,169.07								
47252	3019	FLATHEAD PUBLISHING GROUP	664.00								
3302025	03/21/25	Fin - Pool Mngr Empl Ad	664.00		1000	410500	331				101000
		Total for Vendor:	664.00								
47276	3307	HANKS, ERIC M.	5,000.00								
MOVING EXPENSE											
041125	04/11/25	ADMIN-CITY MANAGER MOVE	5,000.00*		1000	410400	390				101000
		Total for Vendor:	5,000.00								
47267	2806	HANSON'S HARDWARE	45.47								
614779	04/04/25	WTR-BLUE DCT TAPE	6.49		5210	430500	220				101000
614809	04/08/25	WTR-3 PC SOCK SET	14.99		5210	430500	220				101000
614884	04/14/25	WTR-TAPE MEASURE	7.99		5210	430500	220				101000
614884	04/14/25	SWR-TAPE MEASURE	8.00		5310	430600	220				101000
614884	04/14/25	STR-TAPE MEASURE	8.00		2500	430200	220				101000
		Total for Vendor:	45.47								
47297	3292	JACOBS ENGINEERING	107,754.15								
COLUMBIA FALLS GATEWAY TO GLACIER SAFETY AND MOBILITY RAISE GRANT #5											
W3Y27200-5	04/14/25	STR-RAISE GRANT INV #5 65%	70,040.20		2995	430230	930				101000
W3Y27200-5	04/14/25	WTR-RAISE GRANT INV #5 35%	37,713.95		2995	430550	930				101000
		Total for Vendor:	107,754.15								
47271	2047	LAURIE'S DELI	115.36								
Lunch City Manager interviews											
030725	03/07/25	Legis - CM Interviews lunch	115.36		1000	410100	220				101000
		Total for Vendor:	115.36								
47247	1080	LES SCHWAB TIRE CENTER	2,719.80								
9050061811	04/08/25	FD-TIRES FOR 401	1,295.88		1000	420400	361				101000
9050061832	04/09/25	FD-TIRES FRD F150 2010	1,423.92		1000	420400	361				101000
		Total for Vendor:	2,719.80								

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47281		3311 LIPKA EXCAVATING LLC	3,567.10								
	717	04/14/25 WTR-UNKNOWN WTR LINE REPAIR	3,567.10		5210	430500	360				101000
		Total for Vendor:	3,567.10								
47256		162 LOGAN HEALTH - WHITEFISH	84.00								
	55019879	03/27/25 PD-EVIDENCE	21.00*		1000	420100	390				101000
	55449081	03/29/25 PD- EVIDENCE	21.00*		1000	420100	390				101000
	56203843	04/05/25 PD- EVIDENCE	21.00*		1000	420100	390				101000
	56203843	04/05/25 PD- EVIDENCE	21.00*		1000	420100	390				101000
		Total for Vendor:	84.00								
47264		1671 MCCONNELL, CRAIG	258.00								
	INSIDE THE TAPE HOMICIDE AND CRIME SCENE MANAGEMENT TRAINING										
	032025	03/20/25 PD-MEALS C.MCCONNELL	258.00		1000	420100	380				101000
		Total for Vendor:	258.00								
47263		916 MID-AMERICAN RESEARCH CHEMICAL	269.49								
	0845442-IN	11/15/24 STR-CNCR 50#/PENETRANT	269.49		2500	430200	220				101000
		Total for Vendor:	269.49								
47292		707 MONTANA DEPT. OF REVENUE	1,632.55								
	WWTP PAY APP #8 1% STATE WITHHOLING-PROSPECT										
	DREAMLAND FINAL 1%										
	WWTP8	04/15/25 WWTP-PAY APP #8 1%	1,265.88		5310	430600	930				101000
	PAY APP FI	04/15/25 FENHOLT SKTPRK FINAL 1%	347.50		4010	460400	930				101000
	WWTP7.1	03/25/25 WWTP-PAY APP #7 1% ADD	19.17		5310	430600	930				101000
		Total for Vendor:	1,632.55								
47257		43 MONTANA ENVIRONMENTAL LABORATORY	502.00								
	2501849	03/11/25 SWR-NITRATE,NITRATE (TKN)	75.00		5310	430600	394				101000
	2502093	03/11/25 SWR-NITRATE,NITRATE (TKN)	75.00		5310	430600	394				101000
	2502368	03/18/25 SWR-NITRATE,NITRATE (TKN)	100.00		5310	430600	394				101000
	2502369	03/13/25 SWR-ALUMINUM,DISSOLVED	17.00		5310	430600	394				101000
	2502587	03/25/25 SWR-NITRATE,NITRATE (TKN)	75.00		5310	430600	394				101000
	2502275	03/11/25 WTR-COLIFORM	160.00		5210	430500	394				101000
		Total for Vendor:	502.00								

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47262		3133 MONTANA MUNICIPAL INTERLOCAL	2,040.00								
		deductibles on claims									
	1005714	03/31/25 MV CLAIM# EV2024012321 deduct	1,500.00*		1000	510330	519				101000
	1005714	03/31/25 Liab CLAIM# EV2024012409 ded	540.00*		1000	510330	519				101000
		Total for Vendor:	2,040.00								
47255		2004 MONTANA STATE UNIVERSITY	1,950.00								
		FIREFIGHTER 1 - ACADEMY \$200 DEPOSIT, TUITION 1,750.									
		FRANK VESSELS									
	219-49	04/07/25 FD-ACADEMY - F.VESSELS	1,950.00		1000	420400	380				101000
		Total for Vendor:	1,950.00								
47248	E	3303 MONTANASKY NETWORKS, INC -	79.95								
		03/16/25-04/16/25									
	5832041625	04/09/25 WTR-INTERNET/WIFI	79.95		5210	430500	345				101000
		Total for Vendor:	79.95								
47268		1247 MURDOCH'S RANCH & HOME	106.94								
	259132	04/02/25 PRK-SM ENGINE FUEL	26.99		1000	460400	231				101000
	250204	04/11/25 PRK-STIHL FILE BOX (4)	9.99		1000	460400	240				101000
	252728	04/03/25 SWR-COVER/WR ANCHOR/CABLE	69.96		5310	430600	220				101000
		Total for Vendor:	106.94								
47270		52 NAPA AUTO PARTS	108.94								
	111509	04/08/25 WTR-FHP BELT	13.97		5210	430500	240				101000
	112015	04/14/25 FD-BATTERY	51.29		1000	420400	232				101000
	112126	04/15/25 FD-LAMP	43.68		1000	420400	232				101000
		Total for Vendor:	108.94								
47259		520 NORCO, INC.	111.29								
	4258363042	03/18/25 STR-WELDING SUPPLIES	80.87		2500	430200	220				101000
	4252994937	03/06/25 STR-SHEILD/BRUSH/WIRE THRE	52.32		2500	430200	220				101000
	4258357020	03/18/25 STR-SHEILD RETURN	-21.90		2500	430200	220				101000
		Total for Vendor:	111.29								

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47258		2168 NORTH CENTRAL LABORATORIES	249.27								
	517650	03/27/25 SWR-LAB SUPPLIES	249.27		5310	430600		222			101000
		Total for Vendor:	249.27								
47269		2002 NORTHWEST PARTS & EQUIPMENT &	11.38								
	349325	04/08/25 SWR-CAMLOK/O-RING	11.38*		5310	430600		240			101000
		Total for Vendor:	11.38								
47245		1437 NORTHWESTERN ENERGY	1,784.10								
		NATURAL GAS SERVICE									
	040125	04/01/25 FAC-2/04/25-3/24/25	345.91		1000	411200		344			101000
	040125	04/01/25 PD-2/04/25-3/24/25	65.35		1000	420100		344			101000
	040125	04/01/25 FD-2/04/25-3/24/25	355.78		1000	420400		344			101000
	040125	04/01/25 STRS-2/04/25-3/24/25	202.54		2500	430200		344			101000
	040125	04/01/25 WTR-2/04/25-3/24/25	57.65		5210	430500		344			101000
	040125	04/01/25 SWR-2/04/25-3/24/25	756.87		5310	430600		344			101000
		Total for Vendor:	1,784.10								
47279		2816 O'REILLY AUTO PARTS	92.86								
	111992	03/27/25 STR-BRK CLEAN/SPREADER/PUTTY	61.01		2500	430200		220			101000
	112718	04/02/25 STR-SAND BLOCK/RUST PREVENT	59.15		2500	430200		220			101000
	111038	03/18/25 STR-CORE RTN DODGE 5500	-44.00		2500	430200		232			101000
	111708	03/25/25 STR-WD-40/TOWELS	44.76		2500	430200		220			101000
	81786	11/23/25 PD-SNOWBRUSH	-82.98		1000	420100		232			101000
	106925	02/04/25 STR-WIPER BLADES	54.92		2500	430200		232			101000
		Total for Vendor:	92.86								
47291		3277 PROSPECT CONSTRUCTION INC	125,321.63								
		PAY APP #8 Application Period 02/25/25-03/25/25									
		PAY APP #8 03/31/25 SWR-WWTP PAY APP8 2/25-3/25	125,321.63		5310	430600		930			101000
		Total for Vendor:	125,321.63								
47254	E	2852 SPECTRUM ENTERPRISE - CHARTER -	159.99								
		AUTO PAY									
	40125	04/01/25 PD-INTERNET 4/01/25-4/31/25	159.99		1000	420100		345			101000
		Total for Vendor:	159.99								

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47253		3297 Staples, Inc		187.54							
		6027901180 03/09/25 PD-PLANNER/ CALENDAR 2 PK	40.99		1000	420100	210				101000
		6027751452 03/27/25 FIN-COPY PAPER	48.85*		1000	410500	210				101000
		6027751452 03/27/25 WTR-COPY PAPER	48.85*		5210	430500	210				101000
		6027751452 03/27/25 SWR-COPY PAPER	48.85*		5310	430600	210				101000
		Total for Vendor:	187.54								
47289		1797 STATE INFORMATION TECHNOLOGY		38.40							
		5222005 03/01/25 PD-ITSD/EMAIL 3/1/25-3/31/25	38.40*		1000	420100	355				101000
		Total for Vendor:	38.40								
47275		3310 STEPHENS, CHAD		375.00							
		04/14/25 PD-TRAVEL/MEALS	375.00		1000	420100	380				101000
		Total for Vendor:	375.00								
47285		3124 STUFFLEBEEM, WAYNE		383.84							
		MEALS AND MILEAGE									
		031425 03/14/25 PD-NATIONAL TACTICAL TRN	383.84		1000	420100	380				101000
		Total for Vendor:	383.84								
47244		862 SUCCESSFUL SIGNS AND AWARDS		78.00							
		12751 04/04/25 FIN-BRASS PLATE E.HANKS	20.00*		1000	410500	210				101000
		12745 04/04/25 FIN-CHILI TROPHY	58.00*		1000	410500	210				101000
		Total for Vendor:	78.00								
47295		2699 THE MAIL ROOM, INC		1,434.50							
		INVOICE # D124031 DATE 03/24/25-03/29/25									
		D124031 03/24/25 PD-MAIL SRVS 3/24/25-3/29/25	11.58		1000	420100	310				101000
		D124031 03/24/25 FIN-MAIL SRVS 3/24/25-3/29/25	51.50		1000	410500	310				101000
		D124031 03/24/25 WTR-MAIL SRVS 3/24/25-3/29/25	103.96		5210	430500	310				101000
		D124031 03/24/25 SWR-MAIL SRVS 3/24/25-3/29/25	103.96		5310	430600	310				101000
		D124031 03/24/25 CRT-MAIL SRVS 3/24/25-3/29/25	31.21		1000	410360	310				101000
		D124031 03/24/25 PNZ-MAIL SRVS 3/24/25-3/29/25	21.14		1000	411000	310				101000
		D124031 03/24/25 COMMISSION STUDY	1,111.15		2350	410130	390				101000

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* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
47296		2699 THE MAIL ROOM, INC INVOICE # D124202 03/31/25-04/10/25	162.37								
		D124202 04/11/25 PD-MAIL SRVS 3/31/25-04/10/25	9.14		1000	420100	310				101000
		D124202 04/11/25 FIN-MAIL SRVS 3/31/25-04/10/2	15.61		1000	410500	310				101000
		D124202 04/11/25 WTR-MAIL SRVS 3/31/25-04/10/2	24.27		5210	430500	310				101000
		D124202 04/11/25 SWR-MAIL SRVS 3/31/25-04/10/2	24.27		5310	430600	310				101000
		D124202 04/11/25 CRT-MAIL SRVS 3/31/25-04/10/2	84.02		1000	410360	310				101000
		D124202 04/11/25 PNZ-MAIL SRVS 3/31/25-04/10/2	5.06		1000	411000	310				101000
		Total for Vendor:	1,596.87								
47266		1623 THE UPS STORE #4515	530.33								
		029427 03/31/25 PD-EVIDENCE SHIPPING	13.39		1000	420100	310				101000
		029559 04/04/25 PD-EVIDENCE SHIPPING	23.38		1000	420100	310				101000
		029720 04/11/25 PD-EVIDENCE SHIPPING	13.39		1000	420100	310				101000
		029427 03/31/25 PD-EVIDENCE SHIPPING	13.39		1000	420100	310				101000
		029593 04/07/25 PD-EVIDENCE SHIPPING	13.39		1000	420100	310				101000
		029594 04/07/25 PD-EVIDENCE SHIPPING	13.39		1000	420100	310				101000
		029275 03/21/25 COMMISSION STUDY MAILERS	440.00		2350	410130	390				101000
		Total for Vendor:	530.33								
47265		3016 TRANSUNION RISK AND ALTERNATIVE	100.00								
	202503-1	04/01/25 PD-CONTRACT 3/01/25-3/31/25	100.00		1000	420100	399				101000
		Total for Vendor:	100.00								
47290		3063 UTILITIES UNDERGROUND LOCATION	75.25								
		MONTH OF SERVICE MARCH 43									
		5035075 03/31/25 WTR-MAR 2025 UDIGS	25.08		5210	430500	318				101000
		5035075 02/28/25 SWR-MAR 2025 UDIGS	25.08		5310	430600	318				101000
		5035075 02/28/25 STRS-MAR 2025 UDIGS	25.09		2500	430200	318				101000
		Total for Vendor:	75.25								
47299	E	1218 VERIZON WIRELESS - ELECTRONIC	1,579.88								
		6108407924 04/04/25 ADMIN- 03/13/25-04/12/25	34.90		1000	410400	345				101000
		6108407924 04/04/25 FIN-03/13/25-04/12/25	34.90		1000	410500	345				101000
		6108407924 04/04/25 FD-03/13/25-04/12/25	140.48		1000	420400	345				101000
		6108407924 04/04/25 FAC-03/13/25-04/12/25	12.45		1000	411200	345				101000

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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
6108407924	04/04/25	STRS-03/13/25-04/12/25	112.01		2500	430200	345				101000
6108407924	04/04/25	PD-03/13/25-04/12/25	851.70		1000	420100	345				101000
6108407924	04/04/25	PRKS-03/13/25-04/12/25	49.79*		1000	460400	345				101000
6108407924	04/04/25	WTR-03/13/25-04/12/25	196.72		5210	430500	345				101000
6108407924	04/04/25	SWR-03/13/25-04/12/25	97.14		5310	430600	345				101000
6108407924	04/04/25	CRT-03/13/25-04/12/25	49.79		1000	410360	345				101000
		Total for Vendor:	1,579.88								
47246		84 WESTERN BUILDING CENTER	179.98								
	1307575	04/04/25 PRK-PLEXIGLASS/SKATE PRK	79.92		1000	460400	220				101000
	1303868	04/02/25 FD-TWL/CLEANER	35.73		1000	420400	224				101000
	1312953	04/08/25 FD-TAPE	33.48		1000	420400	220				101000
	1314529	04/09/25 FD-TAPE	19.49		1000	420400	220				101000
	1319891	04/14/25 SWR-ADAPTOR (4)	11.36*		5310	430600	240				101000
		Total for Vendor:	179.98								
47298	E	2733 WEX Fleet Universal - Electronic	5,594.46								
BILL CLOSING DATE 03/31/25											
	103219739	03/31/25 PD-MAR FUEL	2,814.06		1000	420100	231				101000
	103219739	03/31/25 FD-MAR FUEL	102.47		1000	420400	231				101000
	103219739	03/31/25 PRK-MAR FUEL	57.65		1000	460400	231				101000
	103219739	03/31/25 WTR-MAR FUEL	443.59		5210	430500	231				101000
	103219739	03/31/25 SWR-MAR FUEL	587.90		5310	430600	231				101000
	103219739	03/31/25 STR-MAR FUEL	1,116.57		2500	430200	231				101000
	103219739	03/31/25 ADM-CITY MANAGER	49.93		1000	410400	380				101000
	103219739	03/31/25 FD-TRAINING	318.84		1000	420400	380				101000
	103219739	03/31/25 WTR-TRAINING	28.93		5210	430500	380				101000
	103216739	03/31/25 FAC-MAR FUEL	74.52		1000	411200	231				101000
		Total for Vendor:	5,594.46								
47250		3021 WGM GROUP	3,668.60								
PROFESSIONAL SERVICES FOR THE MONTH OF MARCH INCLUDING COORDINATION WITH CITY STAFF, SKATE PARK COMMITTEE AND LANDSCAPE MASTER PLAN UPDATES/COORDINATION.											
03/01/25-03/31/25 - LWCF Grant											
	7452	04/08/25 PRKS-MAR SP INSP LWCF	2,797.60		4010	460400	931				101000
	75071	04/11/25 PRKS-RVR EDGE PARK PIER	871.00		1000	460400	354				101000
		Total for Vendor:	3,668.60								

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Claim/ Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
47287	3296 WSW CONSULTING CITY OF COLUMBIA FALLS HOUSING NEEDS ASSESSMENT 2024-3 04/15/25 PZ-HOUSING NEEDS ASSESSMENT	30,700.00			1000	411000	399			101000
	Total for Vendor:	30,700.00						# of Vendors	44	
	# of Claims	51	Total: 359,733.77							
	Total Electronic Claims		8,508.28							
	Total Non-Electronic Claims		351225.49							

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CITY OF COLUMBIA FALLS
Fund Summary for Claims
For the Accounting Period: 4/25

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Fund/Account	Amount
1000 GENERAL FUND	
101000 CASH/CASH EQUIVALENTS	57,378.26
2350 Local Government Review	
101000 CASH/CASH EQUIVALENTS	1,551.15
2400 SPECIAL LIGHTING DISTRICT FUND	
101000 CASH/CASH EQUIVALENTS	2,541.57
2500 SPECIAL STREET MAINTENANCE DISTRICT FUND	
101000 CASH/CASH EQUIVALENTS	2,532.13
2995 RAISE Grant	
101000 CASH/CASH EQUIVALENTS	107,754.15
4010 CAPITAL PROJECTS FUND - Parks	
101000 CASH/CASH EQUIVALENTS	37,547.60
5210 WATER ENTERPRISE FUND	
101000 CASH/CASH EQUIVALENTS	11,209.04
5310 SEWER ENTERPRISE FUND	
101000 CASH/CASH EQUIVALENTS	139,219.87
 Total:	359,733.77

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12:53:57

CITY OF COLUMBIA FALLS
Claim Approval Signature Page
For the Accounting Period: 4 / 25

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Report ID: AP100A

Council Meeting Date: April 21, 2025

Claims Submitted to Council: \$ 359,733.77

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

Prepared By: Jessica Rice, Finance Director

J. Rice

Approved by Eric Hanks, City Manager

E. Hanks

City Council to Approve by motion on consent agenda

The claims include the following large and unusual items:

Dreamland Skateparks LLC - \$34,402.50 - Final Payment
WGM Group - Final skatepark inspection - \$2,797.60

Jacobs Engineering - RAISE Grant - \$107,754.15 Invoice #5 - grant funds

Prospect Construction Inc - \$125,321.63 - WWTP ARPA Project Pay app #8 2/25-3/25

Study Commission - 2nd survey - printing (\$440) and mailing (\$1,111.15)

Please contact us should you have any questions on the claims.

Total for Payroll Checks

	Employee	Employer	Amount
ADDL HOURS (Additional)	0.00		1,079.37
COMA HOURS (Comp Time Accumulated)	20.25		
COMP HOURS (Comp Time Used)	5.50		167.47
OVER HOURS (Overtime)	61.50		2,585.36
REG HOURS (Regular Time)	2,796.50		95,248.77
SHFN HOURS (Shift B)	379.00		758.00
SHFQ HOURS (OVT B)	41.25		123.75
SICK HOURS (Sick Time)	44.75		1,247.13
VACA HOURS (Vacation Time Used)	188.25		6,780.13
 GROSS PAY	107,989.98		0.00
NET PAY	76,870.64		0.00
AFLAC-POSTTAX	86.97		0.00
AFLAC-PRETAX	150.29		0.00
CITY OF COLUMBI	20.00		0.00
FIT	9,108.38		0.00
FLEX ALLEGIANCE	712.50		22.50
FOP	495.00		0.00
HEALTHINS/PRE	2,907.30		26,724.40
MEDICARE	1,529.86		1,529.86
MT ST FIRE ASSO	109.92		0.00
MUTUAL OF OMAHA	286.90		0.00
NATIONWIDE/CITY	0.00		1,287.86
NATIONWIDE/EMP	200.00		0.00
P.E.R.S.	4,013.58		4,607.96
PERS/FURS	1,176.07		1,578.34
PERS/POLICE	2,787.35		4,462.87
SIT	3,382.00		0.00
SOCIAL SECURITY	3,803.72		3,803.72
TEAMSTERS DUES	349.50		0.00
UNEMPL. INSUR.	0.00		485.97
WORKERS' COMP	0.00		3,469.82
BECU	2,555.84		0.00
CHARLES SCHWAB	1,851.95		0.00
FIRST INTERSTAT	1,224.03		0.00
FREE DOM BANK	4,055.38		0.00
GLACIER BANK KA	6,337.19		0.00
GLACIER BANK MS	3,103.86		0.00
GLACIER BANK/CF	18,161.77		0.00
GLACIER BANK/WF	2,142.84		0.00
MORGAN STANLEY	4,469.97		0.00
NAVY FEDERAL CR	1,787.20		0.00
PARKSIDE CR U	10,777.09		0.00
REGIONS BANK	2,056.95		0.00
STOCKMAN BANK	1,256.07		0.00
USAA FEDERAL	5,017.77		0.00
WELLS FARGO	2,217.19		0.00
WELLS FARGO, TX	2,318.79		0.00
WFISH CR UNION	7,536.75		0.00

April 11th, 2025
Payroll
\$121,502.13
Bob Shaeffer

04/09/25

11:56:38

CITY OF COLUMBIA FALLS

Payroll Summary For Payrolls from 04/11/25 to 04/11/25

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FIT/SIT BASE	96,042.89	0.00
MEDICARE BASE	105,507.75	0.00
PERS BASE	93,561.34	0.00
SOC SEC BASE	61,350.41	0.00
UN BASE	107,989.98	0.00
WC BASE	107,128.19	0.00

Total 47,973.30

Total Payroll Expense (Gross Pay + Employer Contributions): 155,963.28

Check Summary

Payroll Checks Prev. Out.	\$86,853.88
Payroll Checks Issued	\$1,617.78
Payroll Checks Redeemed	\$60,994.66
Payroll Checks Outstanding	\$27,477.00
Electronic Checks	\$119,884.35

Deductions Accrued	Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
Social Security	7,607.44	7,607.44		212260
Medicare	3,059.72	3,059.72		212260
P.E.R.S.	8,621.54	8,621.54		212270
Unempl. Insur.	485.97	485.97	971.94	212210
Workers' Comp	3,469.82	3,469.82	6,939.64	212220
FIT	9,108.38	9,108.38		212260
SIT	3,382.00	3,382.00		212260
AFLAC-PRETAX	150.29	150.29	300.58	212230
NATIONWIDE/EMP	200.00	200.00		212280
Teamsters dues	349.50	349.50	699.00	212310
PERS/Police	7,250.22	7,250.22		212240
NATIONWIDE/CITY	1,287.86	1,287.86		212280
AFLAC-POSTTAX	86.97	86.97	173.94	212230
PERS/FURS	2,754.41	2,754.41		212275
MT ST FIRE ASSO	109.92	109.92		212315
HEALTHINS/PRE	29,631.70	29,631.70	59,263.40	212400
CITY OF COLUMBI	20.00	20.00		212450
FLEX ALLEGIANC	735.00	735.00		212285
FOP	495.00	495.00		212335
PERS RETIREE	0.00			212270
MUTUAL OF OMAHA	286.90	286.90	573.80	212400
Total Ded.	79,092.64	34,461.15	44,631.49	68,922.30

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

**City of Columbia Falls
City Council Regular Meeting Minutes
Held April 7, 2025**

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

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

Also Present: City Manager Hanks, City Clerk Staaland, City Attorney Breck, Sergeant Rice, and Fire Chief Weeks.

PLEDGE OF ALLEGIANCE

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

OATH OF OFFICE: City Manager Eric Hanks

City Clerk Staaland administered the Oath of Office to newly appointed City Manager Eric Hanks.

CONSENT AGENDA: Councilor Lovering moved to approve the consent agenda, noting that the claims were in order. The motion was seconded by Councilor Piper and passed unanimously.

Approval of Financial Claims – April 7, 2025 – \$286,062.80

Approval of Payroll Claims – March 28, 2025 – \$176,994.28

Approval of Regular Council Meeting Minutes – March 17, 2025

NEW BUSINESS: Department of Homeland Security Grant

Fire Chief Weeks provided an update on the grant application process for two backup generators—one for the Fire Department and one for City Hall.

Councilor Piper motioned to approve pursuing the Homeland Security Grant application, seconded by Councilor Lovering with Council voting as follows. Ayes: Lovering, Piper, Price, Robinson, Shepard and Barnhart.

Interim Employment Agreement – Mark Shrives

Council reviewed a temporary agreement for interim employment of Mark Shrives. City Manager Hanks said the focus of this interim employment agreement is to focus on smooth transition of knowledge and expertise specifically with the wastewater treatment plant project and an ongoing HR item. The agreement would allow for as needed use at the rate of sixty-five dollars per hour.

Councilor Piper motioned to approve the temporary agreement for interim employment of Mark Shrives, seconded by Councilor Lovering with Council voting as follows. Ayes: Piper, Price, Robinson, Shepard, Lovering and Barnhart

Proclamation – Frontline Worker Appreciation

Mayor Barnhart read a proclamation recognizing May 2025 as Frontline Worker Appreciation Month.

Developer Improvement Agreement – Howard Range

City Manager Hanks said the city code requires paved parking driveways within zoning code 18.522.040. The

developer is experiencing delays in completing the paved parking portion of the project. The developer is requesting to bond for the completion of the project in order to proceed with a certificate of occupancy. In accordance with city regulations, the City requires a cashier's check for 125% of the project cost, which equals \$5,925 with a targeted completion date no later than October 26, 2025. Councilor Lovering inquired about the 125%. City Manager Hanks explained it was a bond and would be returned to the developer upon completion.

Councilor Price made motion to authorize City Manager Hanks to sign to Developers Improvement Agreement for Howard Range, seconded by Councilor Lovering with Council voting as follows. Ayes: Price, Robinson, Shepard, Lovering, Piper and Barnhart.

REPORTS / BUSINESS FROM MAYOR & COUNCIL:

Mayor Barnhart inquired whether Council had reviewed the policy regarding commercial uses and the requirement to pave within five years.

Councilor Lovering noted that the Columbia Falls Skate Park is now open, with a grand opening scheduled for Saturday, April 26th from noon to 5:00 p.m. She reported that Columbus Park was very busy over the weekend and asked for an update on the second gate for the pickleball court. City Manager Hanks responded that he would check with Public Works Director Bates for an update. Lovering also asked if the restrooms at Columbus Park were open. Hanks confirmed he would touch base with Public Works Director Bates.

Lovering mentioned there may be an issue with the application section on the city website. City staff will address it immediately.

Councilor Piper inquired about plans for new playground equipment at Columbus Park. Lovering confirmed that new equipment is on order. Piper would like to see a fence around the volleyball court at Columbus Park as it seems to attract dogs. Piper would like to revisit the idea of a dog park with a nonprofit organization.

Councilor Piper would like an update from MDOT on the turning signal lights at 4th Ave, 6th Ave, and near Super One. He recommended reaching out to MDOT to request turning signal installations.

Mayor Barnhart reported that River's Edge Park was well utilized over the weekend and requested that restroom hours be clearly posted at all city parks. He asked about the restroom installation at the Skate Park and noted that paving the parking lot should be considered in next year's budget.

Mayor Barnhart expressed appreciation for Mr. Shrives' service and suggested sending a thank-you card.

Councilor Shepard welcomed City Manager Hanks to the team.

CITY MANAGER REPORT:

City Manager Hanks expressed his pleasure in joining the City of Columbia Falls and extended his gratitude to Mr. Shrives for assisting during the transition and noting his expertise and experience was greatly appreciated.

Grace Johnson has begun her role in the Parks Department.

The Pool Manager position remains vacant at this time. The City is also accepting applications for all pool staff.

A walkthrough of the Skate Park was conducted, and Public Works is addressing the need for additional fill for parking and landscaping.

The new credenza desk was noted as a useful addition to the Council Chambers.

Councilor Lovering raised questions regarding parking at Columbus Park. Mayor Barnhart responded that angled parking on the west side had been previously considered and may be revisited during the upcoming budget cycle.

Item No.3.

CITY ATTORNEY REPORT:

City Attorney Breck reported progress with the Department of Revenue regarding the collection of delinquent Resort Tax payments.

POLICE REPORT:

Sergeant Rice shared that the previous month had been particularly busy for the Police Department.

MISCELLANEOUS:

Fire Department – March Report
Police Department – March Report
Correspondence

ADJOURNMENT:

Councilor Lovering moved to adjourn the meeting at 7:30 p.m. The motion was seconded by Councilor Robinson.

Mayor

City Clerk



COLUMBIA FALLS MONTANA

City Council Agenda Item Summary

Title: 12TH Ave W Grade Crossing Tri-Party Agreement

Date: 04/18/2025

Staff Contact: Shawn Bates, PWD

AGENDA ITEM SUMMARY: Tri-Party Agreement for the 12th Avenue West Railroad Crossing between the City of Columbia Falls, the Montana Department of Transportation, and BNSF Railway.

BACKGROUND: The railroad signal at the 12th Avenue West crossing represents the final phase of the City's completion of the E.D.A. 12th Avenue West Improvement Project. A similar agreement for this crossing was entered into by the City in 1995. In accordance with Administrative Rules of Montana 18.6.311, the City will assume ownership of the railroad signal. Upon completion of the signal equipment installation, the Railroad will be responsible, at its own expense, for operating and maintaining the equipment in proper working condition.

ANALYSIS: This project, funded for railroad work, will be carried out by the RAILROAD, with MDT covering the actual costs incurred. The scope of work includes the development of all plans, engineering, supervision, labor, materials, supplies, and equipment necessary to install grade crossing signal systems. A new signal system will be installed, featuring mast-mounted 12-inch LED flashing lights and gates, in full compliance with the Manual on Uniform Traffic Control Devices (MUTCD). Additionally, a new signal bungalow will be installed at a minimum distance of 30 feet from the roadway shoulder, also in accordance with MUTCD requirements.

FINANCIAL CONSIDERATIONS: MDT will cover eighty percent (80%) of the cost, while the RAILROAD will be responsible for the remaining twenty percent (20%) for the acquisition and installation of the crossing signal equipment. Using a combination of state and federal Section 130 funds, the RAILROAD agrees to procure and install the signal equipment as outlined in the scope of work, in accordance with the terms and conditions set forth in this

agreement. MDT will reimburse the RAILROAD for the actual cost of labor and materials associated with the signal installation using these funds.

STAFF RECOMMENDATION: I recommend that the City Council authorize the City Manager to execute the tri-party agreement between the City, the Montana Department of Transportation, and BNSF Railway.

SUGGESTED MOTION: Make a motion to approve the City Manager to sign the Tri-Party Agreement between the City, Montana Department of Transportation and BNSF Railway.

ATTACHMENTS: Grade Crossing Signals Tri-Party Agreement Railroad Crossing 12th Ave W.

GRADE CROSSING SIGNALS
TRI-PARTY AGREEMENT

COLUMBIA FALLS, MONTANA
STPRP 15(15) [2065]
12TH AVENUE WEST-COLUMBIA FALLS

LS-388 Milepost 1212.53
SUB. MONTANA DIVISION-KALISPELL SUBDIVISION U.S. DOT 059344F

THIS AGREEMENT, made this 1st day of November, 1995, between the STATE OF MONTANA, acting through its Department of Transportation, hereinafter called "STATE", the CITY OF COLUMBIA FALLS, a Municipal Corporation of the State of Montana, hereinafter called "CITY", and BURLINGTON NORTHERN RAILROAD, COMPANY, a Delaware Corporation, hereinafter called the "RAILROAD";

WITNESSETH:

WHEREAS, in the interest of aiding vehicular travel and public safety, the STATE is undertaking a project STPRP 15(15), to upgrade the existing at-grade crossing crossbuck signs to new signals and activation equipment as shown in the scope of work. This project is located at crossing U.S. DOT 059344F as indicated on map marked exhibit "A" attached hereto and by this reference made a part hereof;

WHEREAS, the parties agree that the RAILROAD will receive no real benefit from the installation of the crossing signal equipment;

WHEREAS, the STATE will pay for the acquisition and installation of crossing signal equipment, with STATE and Federal funds, and the RAILROAD consents to acquire and install the crossing signal equipment as shown in the scope of work, and upon the terms and conditions herein stated;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

I
Scope of Work

RAILROAD work funded by project.

1. Flashing light railroad signals with 12-inch lenses and one bell to be installed 23 feet from roadway centerline.
2. Motion sensory circuitry.

II

The crossing signal equipment will be installed at the railroad grade crossing shown on Exhibit "A" attached, in accordance with the Manual on Uniform Traffic Control Devices and in accordance with plans and estimates prepared by the RAILROAD and approved by the STATE and Federal Highway Administration.

III

The cost of materials and labor to install the crossing signal equipment will be paid by the STATE as provided in 23 Code of Federal Regulations, including but not limited to Parts 1, 140 (subpart I), 172, 646, hereinafter referred to as "23 CFR", which is hereby incorporated into and made part of this agreement by reference.

IV

The State will pay 16 percent of direct labor costs which computes to be a \$1,660 lump sum payment for preliminary engineering costs upon approval of this agreement. Preliminary engineering includes all costs incurred for developing this agreement.

V

The RAILROAD will, using its own forces and under its own labor agreements, install the Crossing Signal Equipment. The RAILROAD will furnish all materials from its store stock or by purchase in accordance with the provisions of 23 CFR.

Should it become necessary for the RAILROAD to obtain the services of a consultant after this agreement is completed and due to any exigency of the RAILROAD and the project, the STATE and the RAILROAD will mutually agree, in writing as to the area of need and the RAILROAD's selection of a contractor. All work performed and costs incurred under this agreement will be in accordance with 23 CFR and 48 Code of Federal Regulations, including but not limited to Chapter 1, Part 31, hereafter referred to as "48 CFR", which is hereby incorporated into and made part of this agreement by reference.

VI

The RAILROAD has reviewed and inspected the materials in the field prior to signing this agreement. The salvage value of the materials, if any, to be retained by the RAILROAD is shown on Exhibit "B" attached hereto and by this reference made a part hereof. The RAILROAD will dispose of all scrap from the railroad's work covered in this agreement at STATE expense.

VII

The estimated cost of construction engineering, installation labor and material to be furnished by the RAILROAD is shown on Exhibit "B" attached hereto and by this reference made a part hereof.

VIII

The RAILROAD may submit progress bills to the STATE during the progress of the work included in paragraph "VII" for the actual cost of services and expenses incurred by the RAILROAD. The STATE will reimburse the RAILROAD for the actual cost and expense incurred in connection with said work. Actual cost reimbursed must be in accordance with the provisions of 23 CFR.

It is further agreed that the RAILROAD will make every effort to finalize and complete billing of all incurred costs no later than six (6) months after installation. All cost records of the RAILROAD pertaining to this project will be subject to inspection and audit at any time by representatives of the STATE, including the legislative auditor and fiscal analyst, and the Federal Highway Administration. All such records will be retained for a period of not less than three (3) years from the date of final payment.

The RAILROAD may assign any receivables due them under this Agreement, provided, however, such assignments will not relieve the assignor of any of its rights or obligation under this Agreement.

IX

Upon completion of the installation of the crossing signal equipment, RAILROAD, at its expense, will operate and maintain the crossing signal equipment in a proper condition; provided, however, in the event of passage of law by the State of Montana or other governmental authority providing for the apportionment of cost of maintenance of grade crossing signals, the RAILROAD will have the benefit of such law.

X

If the grade crossing is abandoned, or if for any reason the signals are no longer required at this location, the STATE will be given the following options:

1. The RAILROAD will remove the signals and reinstall them at some other location within the State of Montana on a railroad line of the RAILROAD. The location and division of cost of the relocation will be agreed upon by the STATE and the RAILROAD prior to the removal.
2. The RAILROAD will remove the signals and credit or reimburse the STATE for the salvage value, less removal cost.
3. The RAILROAD, or the STATE with RAILROAD concurrence, will remove the signals for disposition by the STATE. If the RAILROAD removes the signals for the STATE, the STATE will reimburse the RAILROAD for the removal cost.

XI

If a railway or a highway improvement project necessitates a rearrangement, relocation, or alteration of the signals at the crossing, the party whose improvement causes such change will pay the cost thereof.

XII

If the RAILROAD enters into a contract or agreement with a contractor to perform any of the work which the RAILROAD is required to perform under the terms of this agreement, the RAILROAD, for itself, its assigns, and successors in interest, agrees that it will not discriminate in the choice of contractors and will include all the nondiscrimination provisions set forth in Exhibit "C" attached hereto and made a part hereof, in any such contract or agreement.

XIII

The RAILROAD will notify the City law enforcement agency within two working days from when notification of damage to signal equipment is received.

If any of the crossing signal equipment installed under this agreement is partially or wholly destroyed and its replacement value or cost of repairing cannot be recovered from the persons responsible for such destruction, the cost of repairs or installation of new crossing signal equipment will be paid by the CITY and under this provision shall include reimbursement for labor, material, labor surcharges, overheads, insurance, equipment rental and other charges which conform with the current RAILROAD rates.

XIV

If any of the crossing signal equipment installed pursuant to this agreement cannot, through age, be maintained, or by virtue of their obsolescence require replacement, the cost of installation of new crossing signal equipment will be negotiated by the parties hereto on the basis of the current Federal Aid Railroad Signal Program participation and applicable STATE signal warrants at the time of replacement.

XV

The CITY will have in place advance warning signs, standard pavement markings or other requirements in the Manual on Uniform Traffic Control Devices prior to the acceptance on this project. The CITY will maintain, at its expense, all items under this section.

XVI

In addition to the terms herein set forth, the STATE agrees to administer the project with respect to the inspection and acceptance. The STATE's obligation will end upon acceptance of the completed said project and reimbursements to the RAILROAD.

XVII

This agreement will inure to the benefit of and be binding on the parties hereto, their successors, and assigns.



STATE OF MONTANA
DEPARTMENT OF TRANSPORTATION

BY: Thomas E. Martin
TITLE: Right of Way Bureau Chief

BURLINGTON NORTHERN RAILROAD CO.

BY: CA Lundgren
TITLE: Coordinator Public Programs

ATTEST:

Connie Konopatz
City Clerk 9-4-93

CITY OF COLUMBIA FALLS

BY: Cherie
TITLE: City Manager

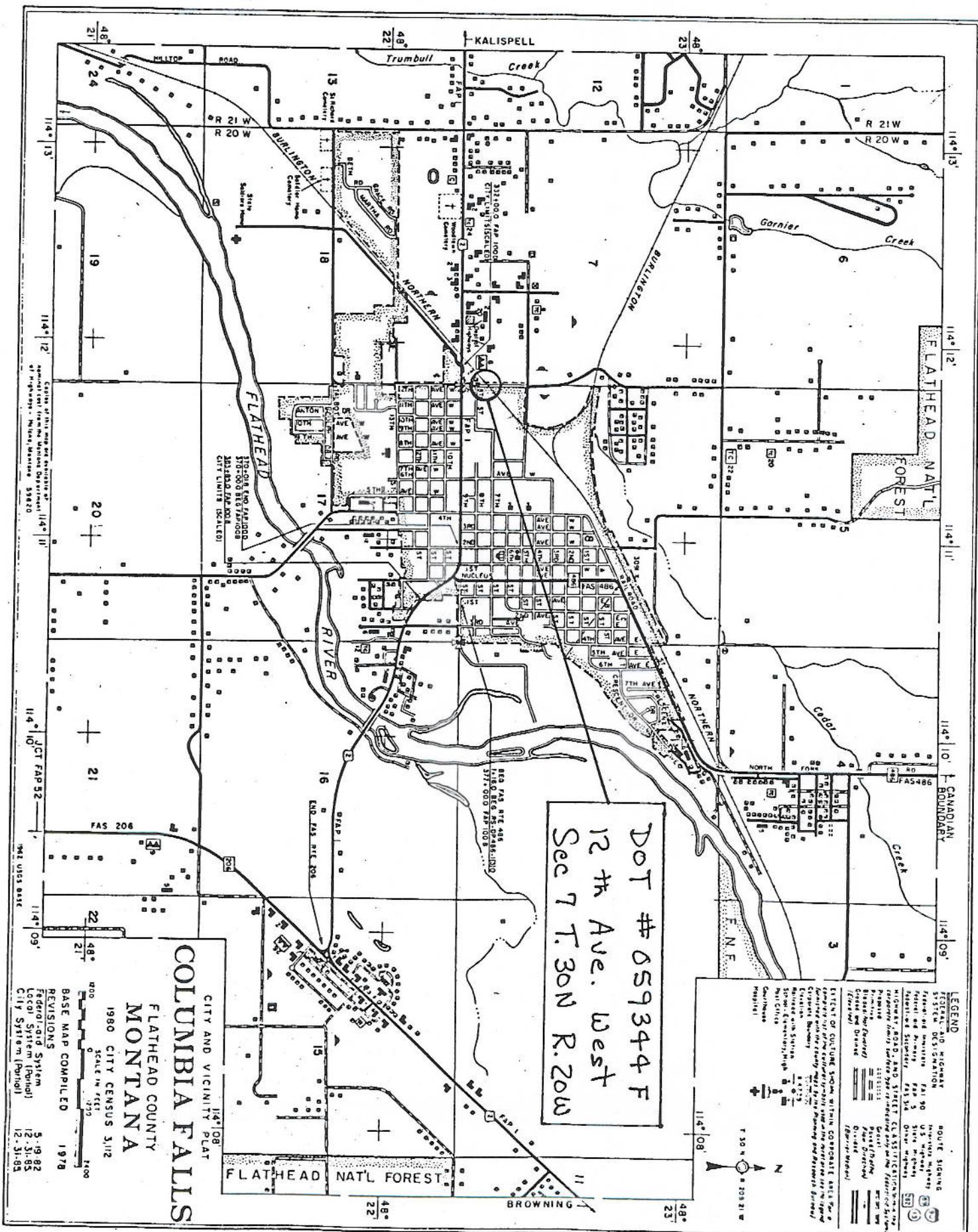


EXHIBIT-A-

EXHIBIT "B"

COLUMBIA FALLS, MT. 12th AVE. WEST

REQUEST FOR / AUTHORITY FOR EXPENDITURE

PAGE: 1 OF 4

RFA NUMBER : 40-000-94

SUBSIDIARY CO: BURLINGTON NORTHERN

BUDGET CLASS: 10	DEPARTMENT	:	OPERATING	LINE SEG	:	0388
ESTIMATE NO : 634	BUSINESS UNIT	:	SIGNAL DEPT	BEGIN MP	:	1212.530
NO. OF PARTS: 1	ORG NUMBER	:	40540	END MP	:	1212.530
MAT. CODE : JUN1994	GEO SEGMENT	:	60	START DATE	:	940901
BUDGET YEAR : 1994	BUDGET ITEM	:		CMPLTN DATE	:	951231
DISCRETION CATEGORY : N		:				
OBJECTIVE CATEGORY : R		:		REFUND DEP	:	0
AGREEMENT REFERENCE : N/A		:		LVR	(\$):	0

SHORT DESCRIPTION : INSTALL FLASHERS AC/DC
 LOCATION (CITY,STATE): COLUMBIA FALLS , MT. TO COLUMBIA FALLS , MT.

DESCRIPTION, REASON AND NECESSITY OF ACTION:
 THIS ESTIMATE IS FOR NEW FLASHERS, 6 X 6 BUNGALOW AND MOTION EQUIPMENT

DESCRIBE ECONOMIC RISKS AND POSSIBLE ALTERNATIVE COURSES OF ACTION:

STATEMENT OF BENEFITS AND ANALYSIS
 IRR(%): 000.000 NPV(\$): 0 SUPPORT ATTACHED(F/NF/NA): N
 PAYBACK YRS : 00.0 PI : 000.000

APPROVALS (SIGNATURE AND TITLE)	DATE	ESTIMATED COSTS (\$)
		CASH CAPITAL : 0
		OPERATING EXPENSE : 0
		REIMBURSABLE : 57781
		DEPOSIT : 0
		NON-CASH CAPITAL : 0
		LEASE : 0
		REMOVAL COST : 0
		SALVAGE/SCRAP CRED: 0
ACCT DISTRIBUTION		PROJECT GROSS COST: 57781
CHAIRMAN AND CEO		AFE NUMBER : 94-0000

EXHIBIT "B"COLUMBIA FALLS, MT 12th AVE. WEST

PAGE : 2 OF 4

ENGINEERING ESTIMATING SYSTEM
PART HEADER

AUTHOR: B133368

ESTIMATE NO.: 634 RFA NO : 40-000-94 AFE NO : 94-0000

PART NUMBER : 1 BUDGT CLASS : 10 PLAN ITEM NO.: NOT FOUND

PART DESCRIPTION : 12TH. AVE. W. DOT3059344F

REPORTING RESBU NUMBER : 40536

SUPERVISOR NAME / PHONE NUMBER : LECROY, I.J. / 208-538-2378

LINE SEGMENT : 0388 TRACK TYPE :

STATION FROM : COLUMBIA FALLS STATION TO : COLUMBIA FALLS

BEGIN MILEPOST : 1212.530 END MILEPOST : 1212.530

PART START DATE : 940901 PART COMPLETE DATE: 951231

ACCT.782 (Y/N) : N

JOINT FACILITY : N AGREEMENT REFERENCE :

COMMENTS / ASSETS TRANSFER INFORMATION:

EXHIBIT "B"COLUMBIA FALLS, MT 12th AVE. WEST

ESTIMATE NO.: 634
 RFA NUMBER : 40-000-94
 AFE NUMBER : 94-0000

ENGINEERING ESTIMATING SYSTEM
 DETAILS FOR PART # 1

PAGE : 3 OF 4
 USERID: B133368
 TIME : 07:51
 DATE : 09/09/94
 AUTHOR: B133368

DESCRIPTION	NON-CASH			TOTAL
	CAPITAL	CAPITAL	OPERATING	
***ACCT 709-ACCrued ACCOUNTS RECEIVABLE/CONSTRUCTION EXPENDITURES-REIMBURSABLE				
SIGNALS & INTERLOCK				
MODULES AND SHUNTS	2500	0	0	
MISC. MATERIAL	500	0	0	
ELECTRICAL MATERIAL	700	0	0	
FLASHING LIGHTS (2)	5531	0	0	
6X6 BUNGALOW	13023	0	0	
PMD-II, SINGLE TRACK	8555	0	0	
INSULATE SWITCH-XING APR	1735	0	0	
ELECTRICAL LABOR	800	0	0	
FIELD LABOR (18.0 DAYS)	1936	0	0	
FIELD LABOR PK9 (2.0 DAYS)	242	0	0	
INSTALL FLASHING LGT (2) (30.0 DAYS)	3630	0	0	
INSTALL SWITCH/APPROACH (6.0 DAYS)	726	0	0	
MISC. LABOR (4.0 DAYS)	484	0	0	
SHOP LABOR (7.4 DAYS)	895	0	0	
SIGNALS & INTERLOCK	TOTAL	41258	0	0
				41258

PROJECT OVERHEADS/SURCHARGES

ENGINEERING	1394		
PREPARATION OF BILLS	261		
FREIGHT ON MATERIAL	563		
MATERIAL HANDLING	2538		
ENGINEERING OVERHEAD	929		
ACCOUNTING OVERHEAD	141		
SIGNAL LABOR OVERHEAD	4817		
EQUIPMENT RENTAL	2091		
LIABILITY INSURANCE PREMIUM	1176		
BUSINESS EXPENSE	2613		
PROJ OVERHEAD/SURCHARGE TOTAL	16523	0	0
			16523

PROJECT TOTAL GROSS COST		57781
LESS COST OF MONTANA	(100.0%)	57781
TOTAL COST OF BURLINGTON NORTHERN	(0.0%)	0

EXHIBIT "B"

COLUMBIA FALLS, MT 12th AVE. WEST

ESTIMATE NO.: 634
 RFA NUMBER : 40-000-94
 AFE NUMBER : 94-0000

ENGINEERING ESTIMATING SYSTEM
 ACCOUNTING SUMMARY

PAGE : 4 OF 4
 USERID: B133368
 TIME : 07:51
 DATE : 09/09/94
 AUTHOR: B133368

ACCOUNTING SUMMARY FOR ESTIMATING PART # 1 PLAN ITEM NBR NOT FOUND

	CAPITAL	OPERATING	ACCT 709	ACCT 763	TOTALS
GROSS LABOR	0	0	10368	0	10368
GROSS LABOR ADDITIVES	0	0	5887	0	5887
GROSS MATERIAL	0	0	32545	0	32545
GROSS MATL ADDITIVES	0	0	3101	0	3101
GROSS OTHER COSTS	0	0	5880	0	5880
GROSS NON-CASH CAPITAL	0	0	0	0	0
GROSS REMOVAL LABOR	0	0	0	0	0
GROSS RMV ADDITIVES	0	0	0	0	0
GROSS REMOVAL OTHER	0	0	0	0	0
GROSS SALV/SCRAP CR	0	0	0	0	0
TOTAL	0	0	57781	0	57781

ACCOUNTING SUMMARY FOR RFA

PART 1 = LS 0388, M.P. 1212.530 - 1212.530

	CAPITAL	OPERATING	ACCT 709	ACCT 763	TOTALS
GROSS LABOR	0	0	10368	0	10368
GROSS LABOR ADDITIVES	0	0	5887	0	5887
GROSS MATERIAL	0	0	32545	0	32545
GROSS MATL ADDITIVES	0	0	3101	0	3101
GROSS OTHER COSTS	0	0	5880	0	5880
GROSS NON-CASH CAPITAL	0	0	0	0	0
GROSS REMOVAL LABOR	0	0	0	0	0
GROSS RMV ADDITIVES	0	0	0	0	0
GROSS REMOVAL OTHER	0	0	0	0	0
GROSS SALV/SCRAP CR	0	0	0	0	0
TOTAL	0	0	57781	0	57781

NONDISCRIMINATION CLAUSES

During the performance of this contract, the contractor, for itself, its assigns and successors in interest (hereinafter referred to as the "contractor"), agrees as follows:

- (1) Compliance with Regulations: The contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Parts 21 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of handicap, race, color or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor will not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix "A", "B", and "C" of Part 21 of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of handicap, race, color or national origin.
- (4) Information and Reports: The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Montana Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor will so certify to the Montana Department of Transportation or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Montana Department of Transportation will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:
 - (a) withholding of payments to the contractor under the contract until the contract complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as the Montana Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

EXHIBIT "C"

MONTANA DEPARTMENT OF TRANSPORTATION
HIGHWAYS DIVISION
CONSTRUCTION BUREAU

Claim type: Railroad

Project No.: STPRP 15(15) [2065] Account Charged: Construction
 Project Designation: 12th Ave. West - Columbia Falls Today's Date: October 19, 2000
 Facility Owner: Burlington Northern Santa Fe Railway Company
 Address: PO Box 73043, Chicago, Illinois 60673-7043
 Agreement Date: November 1, 1995 Authorized To Proceed Date: November 2, 1995
 Agreement Amount: \$ 57,781 State: \$ 57,781 Owner: \$ -0-
 Agreement Basis: Actual Cost Claim Work By: Company forces Contractor Approval Date:

		Increase of State's Share
Approved Work Orders	Work Order # 1, Dated September 29, 2000	\$ 26,036.77
	Work Order # 2, Dated	\$
	Work Order # 3, Dated	\$

Total State's Obligation (Agreement Plus Work Orders): \$ 83,817.77

Date Work Started: November 2, 1996 Date Completed: February 1998

Claim Amount: \$ 30,960.70

Previous Claim Amount: \$ 52,857.07

Total: \$ 83,817.77 Final Bill No.: 01

Overrun Amount: \$ -0-

Remarks: BNSF Invoice 499090231, SA# 7-3914-96, DOT# 059344-F

Signature: Maney J. Edwards

District Utility Agent

Templates \ Utilities Ofc \ CB7.dot

9/98





COLUMBIA FALLS

MONTANA

Item No.7.

City Council Agenda Item Summary

Title: State-Local Infrastructure Partnership Act Grants

Date: April 16, 2025

Staff Contact: Public Works, City Manager and Susan N.

AGENDA ITEM SUMMARY:

City to enter into four State-Local Infrastructure Partnership Act (SLIPA) Grant Contracts with Montana Dept of Commerce.

BACKGROUND:

The purpose of this Contract is to provide, on a reimbursement basis, funding for Grantee to use to maintain and repair existing local government infrastructure and to supplement Grantee's required local cash match, as established by Section 2 of the State-Local Infrastructure Partnership Act of 2023 ("SLIPA" or "Program"), which the 2023 Montana Legislature enacted by passing House Bill 355, and which later was signed into law by Governor Greg Gianforte on June 13, 2023 (Chapter 771, Laws 2023) ("HB 355").

PROJECT OVERVIEW:

- 1) **#MT-SLIPA-25-138**
 - a. Project Overview: Wastewater Treatment Plant (WWTP) repairs for the electrical distribution/switch gear; the steel grit bin; and the scum pumps and controls.
 - b. Budget: Total Estimated Cost - \$28,483.50; City - \$7,120.87; Grant - \$21,362.63
 - c. Project Status: ECD: Jun 2025 (steel grit bin/scum pumps) / Sep 2025 (electrical gear)
- 2) **#MT-SLIPA-25-139**
 - a. Project Overview: Repair the flow meter at Meadow Lake Boulevard for Meadow Lake Water and Sewer District lift station.
 - b. Budget: Total Estimated Cost - \$45,503.20; City - \$11,375.80; Grant - \$34,127.40
 - c. Construction Status: Complete
- 3) **#MT-SLIPA-25-140**
 - a. Project Overview: Maintenance and repairs on 8 fire hydrants.
 - b. Budget: Total Estimated Cost - \$78,436.44; City - \$19,609.11; Grant - \$58,827.33
 - c. Construction Status: Complete
- 4) **#MT-SLIPA-25-141**
 - a. Project Overview: Maintenance on Veterans Drive bike path from 11th Street West to 9th Street West
 - b. Budget: Total Estimated Cost - \$28,483.50; City - \$7,120.87; Grant - \$21,362.63
 - c. Construction Status: Complete

FINANCIAL CONSIDERATIONS: Infrastructure grants covering 75% of project costs were valuable in financing priority projects.

Item No.7.

STAFF RECOMMENDATION: Approve in Consent Agenda

SUGGESTED MOTION:

Motion to authorize the City Manager to enter contract with MT Department of Commerce for four infrastructure related grants to reimburse City expenditures.

ATTACHMENTS:

- 1) #MT-SLIPA-25-138
- 2) #MT-SLIPA-25-139
- 3) #MT-SLIPA-25-140
- 4) #MT-SLIPA-25-141

MONTANA DEPARTMENT OF COMMERCE
STATE-LOCAL INFRASTRUCTURE PARTNERSHIP ACT OF 2023
CONTRACT #MT-SLIPA-25-138

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

Grantee and the Department hereby agree to the following terms:

Section 1. PURPOSE

The purpose of this Contract is to provide, on a reimbursement basis, funding for Grantee to use to maintain and repair existing local government infrastructure and to supplement Grantee's required local cash match, as established by Section 2 of the State-Local Infrastructure Partnership Act of 2023 ("SLIPA" or "Program"), which the 2023 Montana Legislature enacted by passing [House Bill 355](#), and which later was signed into law by Governor Greg Gianforte on June 13, 2023 (Chapter 771, Laws 2023) ("HB 355").

Section 2. AUTHORITY

This Contract is issued under authority of HB 355, as well as Title 90 and Title 18 of the Montana Code Annotated, and related Administrative Rules of Montana.

Section 3. APPLICATION INCORPORATED BY REFERENCE

Grantee's application for Program assistance, including any written modifications or reports resulting from the review of the application by the Department (collectively, the "Project"), is specifically incorporated into this Contract by reference and the representations made therein are binding upon Grantee. The date on which Grantee submitted its SLIPA application to Department is referred to herein as the "Application Date."

Section 4. ACCEPTANCE OF PROGRAM REQUIREMENTS

- (a) The Grantee will comply with all applicable local, state, and federal laws as well as all applicable regulations, ordinances, and resolutions now in effect or as may be amended during the term of this Contract while completing the Project. In particular, Grantee will comply in full with the terms of HB 355, the terms of which are incorporated herein by reference. Grantee will comply with all administrative directives and procedures that may be established or amended by the Department for the Program, including the most current version of the *SLIPA Grant Application and Guidelines* maintained by the Department on its [website](#).
- (b) The Grantee agrees that all contracts and subcontracts it enters into for the completion of the activities described in Section 6 of this Contract will require such

contractors, subcontractors, and subrecipient entities to also comply with all requirements placed on the Grantee in paragraph (a) of this Section 4.

- (c) Grantee agrees that the Project will adhere to all applicable design standards and building codes. Grantee also shall obtain all applicable federal, state, and local permits required for the Project.
- (d) Grantee certifies that the Project maintains and repairs existing local government infrastructure, as required by Section 4 of HB 355.
- (e) Grantee certifies that the Project qualifies for a categorical exclusion under the Montana Environmental Policy Act ("MEPA").
- (f) Grantee represents that it satisfied the grant limit requirement set by Section 9 of HB 355.
- (g) If Grantee misappropriates or diverts any portion of the funds issued by Department pursuant to this Contract or the local cash match Grantee is required to provide by HB 355, the Grantee agrees to repay the Department the misappropriated or diverted funds within twelve (12) months of receiving notice from the Department and pay a fine equal to 20% of the amount misappropriated or diverted to the state's general fund, as required by Section 8 of HB 355.
- (h) Grantee agrees that it is fully responsible for managing the Project and ensuring that it is completed on-time and within budget. If cost overruns occur, Grantee agrees the cost of the overrun is the full and sole responsibility of the Grantee and that no supplemental appropriation may be authorized by the Department, as required by Section 7 of HB 355.

Section 5. EFFECTIVE DATE AND TIME OF PERFORMANCE

- (a) This Contract shall take effect upon execution by the parties and will terminate on March 31, 2028, or upon Department's written approval of Grantee's Project completion report, whichever is earlier, unless otherwise terminated in accordance with this Contract.
- (b) Grantee may submit written reimbursement requests to Department once Grantee has satisfied the conditions established by Sections 6 and 12 of HB 355. Grantee must submit to Department all requests for reimbursement prior to Project completion report and no later than February 15, 2028.
- (c) Project activities to be performed by the Grantee will be completed according to the implementation schedule set forth in Exhibit A. The Grantee may modify the implementation schedule set forth in Exhibit A only with prior written approval of the Department.

(d) Grantee agrees to have the Project under contract with a qualified contractor by December 31, 2024, as reflected in the implementation schedule in Exhibit A and as required by Section 7 of HB 355. Grantee may submit a written request for an extension of this deadline to the Department at least sixty (60) days prior to December 31, 2024. Department may grant that request if it determines, at its sole discretion, that Grantee has used all reasonable efforts to find a contractor for a Project but has failed, as established by Section 7 of HB 355.

Section 6. SCOPE OF WORK

Consistent with Section 6 of HB 355, Grantee will complete the Project identified in Grantee's application and administer this Contract in compliance with the Project management plan, including any amendments, approved by the Department. The Grantee will use Program funds only for the following major components of the Project:

- Repair the electrical distribution/switch gear;
- Repair the steel grit bin; and
- Repair the scum pumps and controls.

Section 7. BUDGET

(a) Grantee represents that the estimated total cost for the Project is \$332,531.08.

(b) Grantee represents that it has secured a local cash match of \$87,655.44 to complete the Project based on the existing Project cost estimate, as required by Section 6(7) of HB 355 and the Department's Guidelines. Grantee further represents that these local cash match funds are available and committed to the Project, as required by Section 12(1)(d) of HB 355. Grantee's local cash match may include pre-construction costs incurred by Grantee after June 13, 2023. Grantee acknowledges and agrees that if the actual costs Grantee incurs in completing the Project are different than the existing Project cost estimate, Grantee's ultimate 25% local cash match will change to be at least 25% of the total Project costs actually incurred, which must be confirmed during the Project closeout process with the Department.

(c) The total amount to be awarded to the Grantee under this Contract shall not exceed **\$244,875.64**. Grantee acknowledges that there are no circumstances under which it shall be allocated by Department more than \$359,193 for its total SLIPA projects, as established by Section 11 of HB 355 and the [Department](#).

(d) A copy of the preliminary Project budget is attached as Exhibit B and specifically incorporated herein by this reference. After construction bids are awarded or other major Project activity cost elements are determined, the Grantee shall provide the Department with a final Project budget that will, upon receipt and approval by the

Department, supersede the preliminary budget in Exhibit B and thereby be incorporated as part of this Contract, binding upon the Grantee.

- (e) For retroactive budget adjustments of \$5,000 or less between line items of the Program portion of Exhibit B, the Department's written approval of the request for reimbursement form shall constitute approval of the budget adjustment. Grantee shall describe the rationale for any budget adjustment and note the adjustment(s) in the request for reimbursement submitted to the Department. Budget adjustments in excess of \$5,000 between any line item of Exhibit B must be approved in writing in advance by the Department.
- (f) Any authorized funds not expended under this grant by the later date referenced in Section 5(b), or otherwise accounted for in accordance with the provisions of this Section, will revert to the Department.
- (g) As set forth in Section 17, if the Grantee fails to or is unable to comply with any of the terms and conditions of this Contract, any costs incurred will be the Grantee's sole responsibility.

Section 8. ACCESS TO AND RETENTION OF RECORDS

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

Section 9. LIAISONS

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

For Department:

Lynda O'Donnell (or successor)

For Grantee:

Mark W. Shrvies

Program Specialist, MDOC
 301 S. Park Ave.
 P.O. Box 200523
 Helena, MT 59620-0523
 406-841-2545
 Lynda.O'Donnell@mt.gov

Interim City Manager
 130 6th Street West
 Columbia Falls, MT 59912
 406-892-4391
 Citymanager@cityofcolumbiafalls.com

Section 10. REPRESENTATIONS REGARDING REIMBURSEMENTS

- (a) By signing this Contract, Department certifies that Grantee has fulfilled the conditions set by Section 12 of HB 355 and is eligible to receive Program funding on a reimbursement basis for Grantee's reasonable construction costs actually incurred and authorized by Section 4 of HB 355, as identified in Section 6 of this Contract that Grantee incurred after the Application Date.
- (b) By signing this Contract, Department certifies that Grantee has submitted a SLIPA Environmental Review Form and is eligible to receive Program funding on a reimbursement basis.
- (c) Grantee represents that it solicited and accepted applications for eligible SLIPA projects, in accordance with Section 5 of HB 355. Grantee further represents that it did not begin construction on the Project prior to the Application Date. Grantee acknowledges and agrees that Department will not reimburse Grantee for any pre-construction costs incurred by Grantee prior to the Application Date, although such pre-construction costs may qualify for the local cash match required by HB 355 and this Contract if incurred after June 13, 2023.
- (d) Department will issue reimbursements to the Grantee for eligible Project costs actually incurred after the Application Date after Grantee completes activities set forth in Section 6 of this Contract. Grantee acknowledges and agrees that it must submit to the Department written reimbursement requests supported by adequate documentation in order to receive SLIPA funding under this Contract, and that Department may request additional supporting documentation at its discretion.
- (e) Grantee acknowledges and agrees Department will not reimburse Grantee for any costs incurred prior to the Application Date, any expenses not included in Exhibit B or an approved adjustment thereto, any ineligible expenses as set forth in the most current version of the *SLIPA Grant Application and Guidelines*, any expenses not adequately supported in writing by the Grantee's records, or any expenses not permitted by HB 355.
- (g) Grantee acknowledges and agrees Department is allowed at least fifteen (15) business days to process a request for reimbursement once Grantee has submitted adequate supporting documentation to the Department. The Grantee

shall provide banking information before or at the time of Contract execution in order to facilitate electronic funds transfer payments.

- (h) Grantee acknowledges and agrees that if Department, in its sole discretion, determines that the Grantee has failed to satisfactorily carry out its responsibilities under this Contract or has otherwise failed to comply with HB 355, the Department may withhold reimbursement to the Grantee until such time as the Department and the Grantee agree on a plan to remedy the deficiency.
- (i) Grantee acknowledges and agrees it may not use monies provided through this Contract as payment for Project costs that are reimbursed from other sources, including local cash match.

Section 11. REPORTING REQUIREMENTS

Grantee acknowledges and agrees that it must timely comply with all reporting requirements established by Section 10 of HB 355 as a condition to continuing to receive SLIPA funding on a reimbursement basis.

- (a) Project Progress Reports: During the term of this Contract, Grantee will submit quarterly Project progress reports as described in the *SLIPA Grant Application and Guidelines* to the Department. During the term of this Contract, Grantee agrees it will submit quarterly Project progress reports to the Department on the first business day of every January, April, July, and October.
- (b) Project Completion Report: Upon completion of the Project Grantee will submit to Commerce a final Project completion report as described in the *SLIPA Grant Application and Guidelines* for Department approval. Upon approval of the Project completion report the Department will issue a notice of Project close-out and this Contract shall terminate.

Section 12. PROJECT MONITORING

The Department or any of its authorized agents may monitor and inspect all phases and aspects of the Grantee's performance to determine compliance with this Contract, compliance with HB 355, the proper use of funds, and other technical and administrative requirements of this Contract, including the adequacy of the Grantee's records and accounts. The Department may advise the Grantee of any specific areas of concern and provide the Grantee opportunity to propose corrective actions acceptable to the Department.

The Grantee understands and acknowledges that the Department will report to the Montana Legislature and Legislative Interim Committees as requested on the status of all Program projects, and that information related to the Project may be considered public information subject to disclosure under Montana law.

Section 13. NOTICE

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

Section 14. REFERENCE TO CONTRACT

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

Section 15. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

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

Section 16. CONTRACT AMENDMENT

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

Section 17. TERMINATION OF CONTRACT

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

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

or subrecipient entities, to perform or comply with any of the services, duties, terms, or conditions contained in this Contract after giving the Grantee written notice of the stated failure. The written notice will demand performance of the stated failure within a specified period of time not less than thirty (30) calendar days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

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

Section 18. COMPLIANCE WITH APPLICABLE LAWS

Grantee and Grantees representatives (including contractors and subcontractors) shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, 2 CFR Part 200, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Grantee is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Grantee subjects subcontractors to the same provisions. In accordance with § 49-3-207, MCA, and Executive Order No. 04-2016, Grantee agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, vaccination status, or marital status by the persons performing this Contract.

Section 19. ACCOUNTING, COST PRINCIPLES, AND AUDITING

(a) Grantee must, in accordance with §§ 2-7-503, 2-7-504, MCA, implementing administrative rules, and other authorities, maintain for the purposes of this

Contract an accounting system of procedures and practices that conforms to Generally Accepted Accounting Principles ("GAAP").

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

Section 20. AVOIDANCE OF CONFLICT OF INTEREST

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

Section 21. COMPLIANCE WITH WORKERS' COMPENSATION ACT

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

Section 22. OWNERSHIP AND PUBLICATION OF MATERIALS

All reports, information, data, and other materials prepared by the Grantee or any of its contractors or subcontractors in furtherance of this Contract are the property of the

Grantee and the Department, and may be subject to Montana's Public Records Act. Both Grantee and the Department have the royalty-free, nonexclusive, and irrevocable right to reproduce, publish, authorize others to use, and to otherwise use, in whole or part, such property and any information relating thereto. No material produced in whole or part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of both the Department and the Grantee.

Section 23. INSURANCE

- (a) General Requirements: Grantee must maintain and ensure that its representatives, assigns, and subcontractors maintain for the duration of the Contract, at their own cost and expense, liability insurance against claims for injuries to persons or damages to property, including contractual liability, that may arise from or in connection with the performance of the duties and obligations in the Contract by Grantee, its agents, employees, representatives, assigns, or subcontractors. This insurance must cover such claims as may be caused by any negligent act or omission. The State, its officers, officials, employees, and volunteers must be covered as additional insureds for all claims arising out of the use of grant proceeds provided by the State of Montana.
- (b) General Liability Insurance: At its sole cost and expense, Grantee must purchase and maintain occurrence coverage with minimum combined single limits of \$1 million per occurrence and \$2 million aggregate per year, or as established by statutory tort limits of \$750,000 per claim and \$1,500,000 per occurrence as provided by a self-insurance pool insuring counties, cities, or towns, as authorized under § 2-9-211, MCA.
- (c) Professional Liability Insurance: Grantee shall assure that any representatives, assigns, and subcontractors performing professional services under this Contract purchase occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year. *Note: if "occurrence" coverage is unavailable or cost prohibitive, the contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three (3) year tail for claims that are filed after the cancellation or expiration date of the policy.*
- (d) Property Insurance: At its sole cost and expense, Grantee must maintain property and hazard insurance, including course of construction coverage and earthquake insurance, for loss or damage to any building and related improvements and contents therein on a replacement cost basis throughout the term of the Contract. *Note: earthquake insurance is required when working in areas where the shaking level is above 10g.*
(Ref: <http://rmtd.mt.gov/Portals/62/aboutus/publications/files/NEHRP.pdf>).

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

Section 24. HOLD HARMLESS AND INDEMNIFICATION

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

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

Section 25. DEFAULT

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

Section 26. DEBARMENT

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

Section 27. FORCE MAJEURE

Neither party will be liable for any failure or delay in performing its duties in this agreement due to Force Majeure Events. "Force Majeure Event" means an event or

circumstance beyond a party's reasonable control, such as natural catastrophes and acts of terrorism or war, and the consequences of that event or circumstance. Force Majeure Event does not include a strike or other labor unrest that affects only that party, an increase in prices or other change in general economic conditions, a change in law, or an event or circumstance that results in that Party's not having sufficient funds to comply with an obligation to pay. If a Force Majeure Event continues for 30 days, the other party may terminate this agreement or suspend payments while the event continues.

Section 28. SEPARABILITY

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

Section 29. ARBITRATION

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

Section 30. NO WAIVER OF BREACH

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

Section 31. JURISDICTION AND VENUE

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

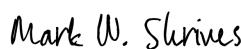
Section 32. INTEGRATION

The Contract contains the entire agreement between the parties. No statements, promises, or inducements of any kind made by either party or the agents of either party, not contained herein or in a properly executed amendment hereto are valid or binding. This Contract supersedes all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by all Parties.

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

GRANTEE:

Signed by:

Mark W. Shrives

4/7/2025

Mark W. Shrives, Interim City Manager
City of Columbia Falls

Date

APPROVED AS TO FORM:

DocuSigned by:


Justin G. Breck, Attorney

ATTEST:

Barb Staaland, City Clerk

DEPARTMENT:

Mandy Rambo, Deputy Director
Montana Department of Commerce

Date

EXHIBIT A
Implementation Schedule

TASK	QUARTERS, 2024				QUARTERS, 2025			
	1st J F M	2nd A M J	3rd J A S	4th O N D	1st J F M	2nd A M J	3rd J A S	4th O N D
PROJECT DESIGN								
Commence Final Design	X	X						
Complete Project Design	X	X						
Submit Plans to DEQ								
Prepare Bid Documents		X						
Finalize Acquisition		X	X					
ADVERTISEMENT FOR CONST. BID								
Review Contract Requirements								
Public Bid Advertisement			X					
Open Bids & Examine Proposals			X					
Request Contr. Debarment Review								
Select Contractor & Award Bid			X					
Conduct Pre-Const. Conference			X					
Issue Notice to Proceed to Contractor			X					
PROJECT CONSTRUCTION								
Begin Construction		X	X		X	X		
Monitor Engineer & Contractor		X	X		X	X		
Conduct Labor Compliance Reviews								
Hold Const. Progress Meetings		X	X		X	X		
Final Inspection		X	X		X	X		
PROJECT CLOSE OUT								
Submit Final Drawdown							X	
Project Completion Report/Final Certification							X	
Contract End Date	2028							

EXHIBIT B
Budget

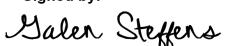
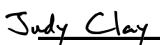
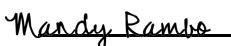
ADMINISTRATION	Source: SLIPA	Source: Local Cash	Source:	TOTAL
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
TOTAL ADMINISTRATION	\$0	\$0	\$0	\$0
CONSTRUCTION RELATED ACTIVITIES				
Electrical Distribution/Switch Gear	\$42,594	\$14,199.08		\$56,793.08
Scum Pump and Controls	\$82,340	\$27,448		\$109,788
Steel Gift Bin Replacement	\$119,941.64	\$46,008.36		\$165,950
				\$0
				\$0
				\$0
				\$0
TOTAL ACTIVITY	\$244,875.64	\$87,655.44	\$0	\$332,531.08
TOTAL PROJECT BUDGET	\$244,875.64	\$87,655.44	\$0	\$332,531.08

Contract Information Sheet

Item No.7

Division staff are required to complete the items in blue print.		Last Revised September 2024
Contract Number:	MT-SLIPA-25-138	Original Contract Amount: \$ 244,875.64
Contractor's Name:	City of Columbia Falls	Amount of Prior Amendments:
Contractor Liaison:	Susan Nicosia	Current Amendment Amount:
Contractor's Liaison Email:	nicosias@cityofcolumbiafalls.com	Total Contract Value: \$ 244,875.64
Approved to Form Name:	Justin G Breck	Funding Source: State
Approved to Form Email:	justin@brecklawoffice.com	Program Number/Division: 60 - Community MT
Contractor (signee) Name:	Mark W. Shrives	Org Number: 609355
Contractor's Email:	citymanager@cityofcolumbiafalls.com	Vendor Number: 23445
Contractor's Address:	130 6th Street West	Project Name (optional): SLIPA-25-138
Contractor's Address 2:	Columbia Falls, Mt 59912	
Attest Name:	Barb Staaland	Start Date: upon execution
Attest Email:	staalandb@cityofcolumbiafalls.com	End Date: 3/31/2028
Delegation:	Commerce	Absolute End Date:
Procurement Method:	Exempt*	
Contract Type:	Grant	
Contract Usage:	Fixed	
Purpose of this contract/amendment:	Delegation Agreement Section 4.5.0* Program Grants. Replacing the antiquated and outdated scum pump and controls and the steel grit bin and switches	
Scope & duties of this contract:	Repairing the electrical distribution/switch gear. Repairing the steel grit bin. Repairing the scum pumps and controls.	

Liaison:	Lynda Odonnell	Program Manager:	banseth@mt.gov
Liaison Email:	Lynda.ODonnell@mt.gov	Bureau Chief:	
Liaison Phone:	406-841-2545	Additional Email:	aamato@mt.gov

Signatures:	Signed by:  4/1/2025 6B0690DDCF9F443...	Copies To: Liaison <input checked="" type="checkbox"/>
Division Administrator		Director (> \$200K) <input type="checkbox"/>
Fiscal Review	Signed by:  4/3/2025 B0007124B5432...	Deputy Director (<\$25K) <input type="checkbox"/>
Legal Counsel	Signed by:  4/3/2025 D5608B1036E4A3...	Perceptive <input checked="" type="checkbox"/>
Deputy Director	Signed by:  4/3/2025 69EF9753C19A4B3...	
OBPP	Signed by:  4/3/2025 69EF9753C19A4B3...	
Information Technology		
SITSD		

Certificate Of Completion

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 Source Envelope:
 Document Pages: 16
 Certificate Pages: 6
 AutoNav: Enabled
 EnvelopeD Stamping: Enabled
 Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Sent

Envelope Originator:
 Contracts Admin
 PO Box 200501
 301 S. Park Ave
 Helena, MT 596200501
 doccontracts@mt.gov
 IP Address: 161.7.106.206

Record Tracking

Status: Original 3/31/2025 12:20:30 PM	Holder: Contracts Admin doccontracts@mt.gov	Location: DocuSign
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Signer Events

Galen Steffens
 galen.steffens@mt.gov
 Division Administrator
 Security Level: Email, Account Authentication (None)

Signature

Signed by:

 6BD699DDCF9F443...

Signature Adoption: Pre-selected Style
 Using IP Address: 161.7.96.126

Timestamp

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 Signed: 4/1/2025 4:57:12 PM

Electronic Record and Signature Disclosure:

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Judy Clay
 judy.clay@mt.gov
 Security Level: Email, Account Authentication (None)

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Tori Koch
 torikoch@mt.gov
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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Signature Adoption: Pre-selected Style
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Electronic Record and Signature Disclosure:

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Mandy Rambo
 Mandy.rambo@mt.gov
 Deputy Director
 Security Level: Email, Account Authentication (None)

DocuSigned by:

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Signature Adoption: Pre-selected Style
 Using IP Address: 174.218.166.33
 Signed using mobile

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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events**Signature****Timestamp**

Amy Sassano
assassano@mt.gov
Deputy Budget Director
Security Level: Email, Account Authentication (None)

Signed by:

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Electronic Record and Signature Disclosure:

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Justin G Breck
justin@brecklawoffice.com
Security Level: Email, Account Authentication (None)

DocuSigned by:

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Electronic Record and Signature Disclosure:

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Mark W. Shrvies
citymanager@cityofcolumbiafalls.com
Security Level: Email, Account Authentication (None)

Signed by:

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

Signature Adoption: Pre-selected Style
Using IP Address: 198.233.178.226

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Electronic Record and Signature Disclosure:

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ID: 24f8870d-06d7-4213-b072-9626cec8475d

Mandy Rambo
Mandy.rambo@mt.gov
Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
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Susan Nicosia nicosias@cityofcolumbiafalls.com Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Accepted: 4/22/2024 3:01:52 PM ID: fb5b0b14-5b54-4981-ac6d-9e67d1f17d1a		
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Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

electronically from us.

How to contact MT Dept of Commerce:

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

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

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

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

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

To request paper copies from MT Dept of Commerce

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

To withdraw your consent with MT Dept of Commerce

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

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to doccontracts@mt.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

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

Acknowledging your access and consent to receive materials electronically

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

By checking the 'I agree' box, I confirm that:

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

MONTANA DEPARTMENT OF COMMERCE
STATE-LOCAL INFRASTRUCTURE PARTNERSHIP ACT OF 2023
CONTRACT #MT-SLIPA-25-139

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

Grantee and the Department hereby agree to the following terms:

Section 1. PURPOSE

The purpose of this Contract is to provide, on a reimbursement basis, funding for Grantee to use to maintain and repair existing local government infrastructure and to supplement Grantee's required local cash match, as established by Section 2 of the State-Local Infrastructure Partnership Act of 2023 ("SLIPA" or "Program"), which the 2023 Montana Legislature enacted by passing [House Bill 355](#), and which later was signed into law by Governor Greg Gianforte on June 13, 2023 (Chapter 771, Laws 2023) ("HB 355").

Section 2. AUTHORITY

This Contract is issued under authority of HB 355, as well as Title 90 and Title 18 of the Montana Code Annotated, and related Administrative Rules of Montana.

Section 3. APPLICATION INCORPORATED BY REFERENCE

Grantee's application for Program assistance, including any written modifications or reports resulting from the review of the application by the Department (collectively, the "Project"), is specifically incorporated into this Contract by reference and the representations made therein are binding upon Grantee. The date on which Grantee submitted its SLIPA application to Department is referred to herein as the "Application Date."

Section 4. ACCEPTANCE OF PROGRAM REQUIREMENTS

- (a) The Grantee will comply with all applicable local, state, and federal laws as well as all applicable regulations, ordinances, and resolutions now in effect or as may be amended during the term of this Contract while completing the Project. In particular, Grantee will comply in full with the terms of HB 355, the terms of which are incorporated herein by reference. Grantee will comply with all administrative directives and procedures that may be established or amended by the Department for the Program, including the most current version of the *SLIPA Grant Application and Guidelines* maintained by the Department on its [website](#).
- (b) The Grantee agrees that all contracts and subcontracts it enters into for the completion of the activities described in Section 6 of this Contract will require such

contractors, subcontractors, and subrecipient entities to also comply with all requirements placed on the Grantee in paragraph (a) of this Section 4.

- (c) Grantee agrees that the Project will adhere to all applicable design standards and building codes. Grantee also shall obtain all applicable federal, state, and local permits required for the Project.
- (d) Grantee certifies that the Project maintains and repairs existing local government infrastructure, as required by Section 4 of HB 355.
- (e) Grantee certifies that the Project qualifies for a categorical exclusion under the Montana Environmental Policy Act ("MEPA").
- (f) Grantee represents that it satisfied the grant limit requirement set by Section 9 of HB 355.
- (g) If Grantee misappropriates or diverts any portion of the funds issued by Department pursuant to this Contract or the local cash match Grantee is required to provide by HB 355, the Grantee agrees to repay the Department the misappropriated or diverted funds within twelve (12) months of receiving notice from the Department and pay a fine equal to 20% of the amount misappropriated or diverted to the state's general fund, as required by Section 8 of HB 355.
- (h) Grantee agrees that it is fully responsible for managing the Project and ensuring that it is completed on-time and within budget. If cost overruns occur, Grantee agrees the cost of the overrun is the full and sole responsibility of the Grantee and that no supplemental appropriation may be authorized by the Department, as required by Section 7 of HB 355.

Section 5. EFFECTIVE DATE AND TIME OF PERFORMANCE

- (a) This Contract shall take effect upon execution by the parties and will terminate on March 31, 2028, or upon Department's written approval of Grantee's Project completion report, whichever is earlier, unless otherwise terminated in accordance with this Contract.
- (b) Grantee may submit written reimbursement requests to Department once Grantee has satisfied the conditions established by Sections 6 and 12 of HB 355. Grantee must submit to Department all requests for reimbursement prior to Project completion report and no later than February 15, 2028.
- (c) Project activities to be performed by the Grantee will be completed according to the implementation schedule set forth in Exhibit A. The Grantee may modify the implementation schedule set forth in Exhibit A only with prior written approval of the Department.

(d) Grantee agrees to have the Project under contract with a qualified contractor by December 31, 2024, as reflected in the implementation schedule in Exhibit A and as required by Section 7 of HB 355. Grantee may submit a written request for an extension of this deadline to the Department at least sixty (60) days prior to December 31, 2024. Department may grant that request if it determines, at its sole discretion, that Grantee has used all reasonable efforts to find a contractor for a Project but has failed, as established by Section 7 of HB 355.

Section 6. SCOPE OF WORK

Consistent with Section 6 of HB 355, Grantee will complete the Project identified in Grantee's application and administer this Contract in compliance with the Project management plan, including any amendments, approved by the Department. The Grantee will use Program funds only for the following major components of the Project:

- Repair the flow meter at Meadow Lake Boulevard for Meadow Lake Water and Sewer District lift station.

Section 7. BUDGET

(a) Grantee represents that the estimated total cost for the Project is \$45,503.20.

(b) Grantee represents that it has secured a local cash match of \$11,375.80 to complete the Project based on the existing Project cost estimate, as required by Section 6(7) of HB 355 and the Department's Guidelines. Grantee further represents that these local cash match funds are available and committed to the Project, as required by Section 12(1)(d) of HB 355. Grantee's local cash match may include pre-construction costs incurred by Grantee after June 13, 2023. Grantee acknowledges and agrees that if the actual costs Grantee incurs in completing the Project are different than the existing Project cost estimate, Grantee's ultimate 25% local cash match will change to be at least 25% of the total Project costs actually incurred, which must be confirmed during the Project closeout process with the Department.

(c) The total amount to be awarded to the Grantee under this Contract shall not exceed **\$34,127.40**. Grantee acknowledges that there are no circumstances under which it shall be allocated by Department more than \$359,193 for its total SLIPA projects, as established by Section 11 of HB 355 and the [Department](#).

(d) A copy of the preliminary Project budget is attached as Exhibit B and specifically incorporated herein by this reference. After construction bids are awarded or other major Project activity cost elements are determined, the Grantee shall provide the Department with a final Project budget that will, upon receipt and approval by the Department, supersede the preliminary budget in Exhibit B and thereby be

incorporated as part of this Contract, binding upon the Grantee.

- (e) For retroactive budget adjustments of \$5,000 or less between line items of the Program portion of Exhibit B, the Department's written approval of the request for reimbursement form shall constitute approval of the budget adjustment. Grantee shall describe the rationale for any budget adjustment and note the adjustment(s) in the request for reimbursement submitted to the Department. Budget adjustments in excess of \$5,000 between any line item of Exhibit B must be approved in writing in advance by the Department.
- (f) Any authorized funds not expended under this grant by the later date referenced in Section 5(b), or otherwise accounted for in accordance with the provisions of this Section, will revert to the Department.
- (g) As set forth in Section 17, if the Grantee fails to or is unable to comply with any of the terms and conditions of this Contract, any costs incurred will be the Grantee's sole responsibility.

Section 8. ACCESS TO AND RETENTION OF RECORDS

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

Section 9. LIAISONS

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

For Department:

Lynda O'Donnell (or successor)
Program Specialist, MDOC

For Grantee:

Mark W. Shrives
Interim City Manager

301 S. Park Ave.
 P.O. Box 200523
 Helena, MT 59620-0523
 406-841-2545
 Lynda.ODonnell@mt.gov

130 6th Street West
 Columbia Falls, MT 59912
 406-892-4391
 Staalandb@cityofcolumbiafalls.com

Section 10. REPRESENTATIONS REGARDING REIMBURSEMENTS

- (a) By signing this Contract, Department certifies that Grantee has fulfilled the conditions set by Section 12 of HB 355 and is eligible to receive Program funding on a reimbursement basis for Grantee's reasonable construction costs actually incurred and authorized by Section 4 of HB 355, as identified in Section 6 of this Contract that Grantee incurred after the Application Date.
- (b) By signing this Contract, Department certifies that Grantee has submitted a SLIPA Environmental Review Form and is eligible to receive Program funding on a reimbursement basis.
- (c) Grantee represents that it solicited and accepted applications for eligible SLIPA projects, in accordance with Section 5 of HB 355. Grantee further represents that it did not begin construction on the Project prior to the Application Date. Grantee acknowledges and agrees that Department will not reimburse Grantee for any pre-construction costs incurred by Grantee prior to the Application Date, although such pre-construction costs may qualify for the local cash match required by HB 355 and this Contract if incurred after June 13, 2023.
- (d) Department will issue reimbursements to the Grantee for eligible Project costs actually incurred after the Application Date after Grantee completes activities set forth in Section 6 of this Contract. Grantee acknowledges and agrees that it must submit to the Department written reimbursement requests supported by adequate documentation in order to receive SLIPA funding under this Contract, and that Department may request additional supporting documentation at its discretion.
- (e) Grantee acknowledges and agrees Department will not reimburse Grantee for any costs incurred prior to the Application Date, any expenses not included in Exhibit B or an approved adjustment thereto, any ineligible expenses as set forth in the most current version of the *SLIPA Grant Application and Guidelines*, any expenses not adequately supported in writing by the Grantee's records, or any expenses not permitted by HB 355.
- (g) Grantee acknowledges and agrees Department is allowed at least fifteen (15) business days to process a request for reimbursement once Grantee has submitted adequate supporting documentation to the Department. The Grantee shall provide banking information before or at the time of Contract execution in order to facilitate electronic funds transfer payments.

- (h) Grantee acknowledges and agrees that if Department, in its sole discretion, determines that the Grantee has failed to satisfactorily carry out its responsibilities under this Contract or has otherwise failed to comply with HB 355, the Department may withhold reimbursement to the Grantee until such time as the Department and the Grantee agree on a plan to remedy the deficiency.
- (i) Grantee acknowledges and agrees it may not use monies provided through this Contract as payment for Project costs that are reimbursed from other sources, including local cash match.

Section 11. REPORTING REQUIREMENTS

Grantee acknowledges and agrees that it must timely comply with all reporting requirements established by Section 10 of HB 355 as a condition to continuing to receive SLIPA funding on a reimbursement basis.

- (a) Project Progress Reports: During the term of this Contract, Grantee will submit quarterly Project progress reports as described in the *SLIPA Grant Application and Guidelines* to the Department. During the term of this Contract, Grantee agrees it will submit quarterly Project progress reports to the Department on the first business day of every January, April, July, and October.
- (b) Project Completion Report: Upon completion of the Project Grantee will submit to Commerce a final Project completion report as described in the *SLIPA Grant Application and Guidelines* for Department approval. Upon approval of the Project completion report the Department will issue a notice of Project close-out and this Contract shall terminate.

Section 12. PROJECT MONITORING

The Department or any of its authorized agents may monitor and inspect all phases and aspects of the Grantee's performance to determine compliance with this Contract, compliance with HB 355, the proper use of funds, and other technical and administrative requirements of this Contract, including the adequacy of the Grantee's records and accounts. The Department may advise the Grantee of any specific areas of concern and provide the Grantee opportunity to propose corrective actions acceptable to the Department.

The Grantee understands and acknowledges that the Department will report to the Montana Legislature and Legislative Interim Committees as requested on the status of all Program projects, and that information related to the Project may be considered public information subject to disclosure under Montana law.

Section 13. NOTICE

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

Section 14. REFERENCE TO CONTRACT

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

Section 15. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

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

Section 16. CONTRACT AMENDMENT

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

Section 17. TERMINATION OF CONTRACT

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

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

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

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

Section 18. COMPLIANCE WITH APPLICABLE LAWS

Grantee and Grantees representatives (including contractors and subcontractors) shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, 2 CFR Part 200, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Grantee is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Grantee subjects subcontractors to the same provisions. In accordance with § 49-3-207, MCA, and Executive Order No. 04-2016, Grantee agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, vaccination status, or marital status by the persons performing this Contract.

Section 19. ACCOUNTING, COST PRINCIPLES, AND AUDITING

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

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

Section 20. AVOIDANCE OF CONFLICT OF INTEREST

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

Section 21. COMPLIANCE WITH WORKERS' COMPENSATION ACT

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

Section 22. OWNERSHIP AND PUBLICATION OF MATERIALS

All reports, information, data, and other materials prepared by the Grantee or any of its contractors or subcontractors in furtherance of this Contract are the property of the Grantee and the Department, and may be subject to Montana's Public Records Act. Both Grantee and the Department have the royalty-free, nonexclusive, and irrevocable right to reproduce, publish, authorize others to use, and to otherwise use, in whole or part, such

property and any information relating thereto. No material produced in whole or part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of both the Department and the Grantee.

Section 23. INSURANCE

- (a) General Requirements: Grantee must maintain and ensure that its representatives, assigns, and subcontractors maintain for the duration of the Contract, at their own cost and expense, liability insurance against claims for injuries to persons or damages to property, including contractual liability, that may arise from or in connection with the performance of the duties and obligations in the Contract by Grantee, its agents, employees, representatives, assigns, or subcontractors. This insurance must cover such claims as may be caused by any negligent act or omission. The State, its officers, officials, employees, and volunteers must be covered as additional insureds for all claims arising out of the use of grant proceeds provided by the State of Montana.
- (b) General Liability Insurance: At its sole cost and expense, Grantee must purchase and maintain occurrence coverage with minimum combined single limits of \$1 million per occurrence and \$2 million aggregate per year, or as established by statutory tort limits of \$750,000 per claim and \$1,500,000 per occurrence as provided by a self-insurance pool insuring counties, cities, or towns, as authorized under § 2-9-211, MCA.
- (c) Professional Liability Insurance: Grantee shall assure that any representatives, assigns, and subcontractors performing professional services under this Contract purchase occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year. *Note: if "occurrence" coverage is unavailable or cost prohibitive, the contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three (3) year tail for claims that are filed after the cancellation or expiration date of the policy.*
- (d) Property Insurance: At its sole cost and expense, Grantee must maintain property and hazard insurance, including course of construction coverage and earthquake insurance, for loss or damage to any building and related improvements and contents therein on a replacement cost basis throughout the term of the Contract. *Note: earthquake insurance is required when working in areas where the shaking level is above 10g.*
(Ref: <http://rmtd.mt.gov/Portals/62/aboutus/publications/files/NEHRP.pdf>).
- (e) General Provisions: All insurance coverage must be with a carrier licensed to do business in the State of Montana and with a Best's rating of at least A-, or by a

public entity self-insured program either individually or on a pool basis as provided by Title 2, MCA. All certificates and endorsements must be received by the Department prior to beginning any activity provided for under the Contract. Grantee must notify the Department immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The Department reserves the right to request complete copies of Grantee's insurance policy, including endorsements, at any time.

Section 24. HOLD HARMLESS AND INDEMNIFICATION

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

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

Section 25. DEFAULT

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

Section 26. DEBARMENT

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

Section 27. FORCE MAJEURE

Neither party will be liable for any failure or delay in performing its duties in this agreement due to Force Majeure Events. "Force Majeure Event" means an event or circumstance beyond a party's reasonable control, such as natural catastrophes and acts of terrorism or war, and the consequences of that event or circumstance. Force Majeure Event does not include a strike or other labor unrest that affects only that party, an

increase in prices or other change in general economic conditions, a change in law, or an event or circumstance that results in that Party's not having sufficient funds to comply with an obligation to pay. If a Force Majeure Event continues for 30 days, the other party may terminate this agreement or suspend payments while the event continues.

Section 28. SEPARABILITY

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

Section 29. ARBITRATION

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

Section 30. NO WAIVER OF BREACH

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

Section 31. JURISDICTION AND VENUE

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

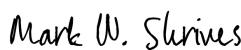
Section 32. INTEGRATION

The Contract contains the entire agreement between the parties. No statements, promises, or inducements of any kind made by either party or the agents of either party, not contained herein or in a properly executed amendment hereto are valid or binding. This Contract supersedes all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by all Parties.

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

GRANTEE:

Signed by:

Mark W. Shrives

4/7/2025

2F17920695AF48F
Mark W. Shrives, Interim City Manager
City of Columbia Falls

Date

APPROVED AS TO FORM:

DocuSigned by:

Justin G. Breck, Attorney

ATTEST:

Barb Staaland, City Clerk

DEPARTMENT:

Mandy Rambo, Deputy Director
Montana Department of Commerce

Date

EXHIBIT A
Implementation Schedule

TASK	QUARTERS, 2024				QUARTERS, 2025			
	1st J F M	2nd A M J	3rd J A S	4th O N D	1st J F M	2nd A M J	3rd J A S	4th O N D
PROJECT DESIGN								
Commence Final Design	—	—	—	—	—	—	—	—
Complete Project Design	—	X	—	—	—	—	—	—
Submit Plans to DEQ	—	—	—	—	—	—	—	—
Prepare Bid Documents	—	X	—	—	—	—	—	—
Finalize Acquisition	—	X	X	—	—	—	—	—
ADVERTISEMENT FOR CONST. BID								
Review Contract Requirements	—	—	—	—	—	—	—	—
Public Bid Advertisement	—	X	—	—	—	—	—	—
Open Bids & Examine Proposals	—	X	—	—	—	—	—	—
Request Contr. Debarment Review	—	X	—	—	—	—	—	—
Select Contractor & Award Bid	—	—	—	—	—	—	—	—
Conduct Pre-Const. Conference	—	X	—	—	—	—	—	—
Issue Notice to Proceed to Contractor	—	—	X	—	—	—	—	—
PROJECT CONSTRUCTION								
Begin Construction	—	—	X	—	—	—	—	—
Monitor Engineer & Contractor	—	—	X	—	—	—	—	—
Conduct Labor Compliance Reviews	—	—	—	—	—	—	—	—
Hold Const. Progress Meetings	—	—	X	—	—	—	—	—
Final Inspection	—	—	X	—	—	—	—	—
PROJECT CLOSE OUT								
Submit Final Drawdown	—	—	X	—	—	—	—	—
Project Completion Report/Final Certification	—	—	X	—	—	—	—	—
Contract End Date	2028	—	—	—	—	—	—	—

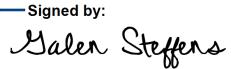
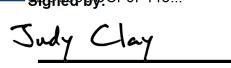
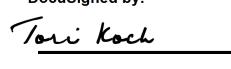
EXHIBIT B
Budget

ADMINISTRATION	Source: SLIPA	Source: Local Cash	Source:	TOTAL
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
TOTAL ADMINISTRATION	\$0	\$0	\$0	\$0
CONSTRUCTION RELATED ACTIVITIES				
Flow Meter Replacement	\$34,127.40	\$11,375.80		\$45,503.20
				\$0
				\$0
				\$0
				\$0
				\$0
TOTAL ACTIVITY	\$34,127.40	\$11,375.80	\$0	\$45,503.20
TOTAL PROJECT BUDGET	\$34,127.40	\$11,375.80	\$0	\$45,503.20

Contract Information Sheet

Item No.7.

Division staff are required to complete the items in blue print.		Last Revised September 2024
Contract Number:	MT-SLIPA-25-139	Original Contract Amount: \$ 34,127.40
Contractor's Name:	City of Columbia Falls	Amount of Prior Amendments:
Contractor Liaison:	Susan Nicosia	Current Amendment Amount:
Contractor's Liaison Email:	nicosias@cityofcolumbiafalls.com	Total Contract Value: \$ 34,127.40
Approved to Form Name:	Justin G Breck	Funding Source: State
Approved to Form Email:	justin@brecklawoffice.com	Program Number/Division: 60 - Community MT
Contractor (signee) Name:	Mark W. Shrives	Org Number: 609355
Contractor's Email:	citymanager@cityofcolumbiafalls.com	Vendor Number: 23445
Contractor's Address:	130 6th Street West	Project Name (optional): SLIPA-25-139
Contractor's Address 2:	Columbia Falls, Mt 59912	
Attest Name:	Barb Staaland	Start Date: upon execution
Attest Email:	staalandb@cityofcolumbiafalls.com	End Date: 3/31/2028
Delegation:	Commerce	Absolute End Date:
Procurement Method:	Exempt*	
Contract Type:	Grant	
Contract Usage:	Fixed	
Purpose of this contract/amendment:	Delegation Agreement Section 4.5.0* Program Grants. The purpose of the project is to acquire and install a new flow meter at Meadow Lake Boulevard lift station.	
Scope & duties of this contract:	Repairing the flow meter at Meadow Lake Boulevard for Meadow Lake Water and Sewer District lift station.	

Liaison:	Lynda Odonnell	Program Manager:	banseth@mt.gov
Liaison Email:	Lynda.ODonnell@mt.gov	Bureau Chief:	
Liaison Phone:	406-841-2545	Additional Email:	aamato@mt.gov
Signatures:	Signed by:	Copies To:	
Division Administrator	 4/1/2025 84D6090DDCF9F443...	Liaison	<input checked="" type="checkbox"/>
Fiscal Review	 4/3/2025 84C6673124BE432...	Director (> \$200K)	<input type="checkbox"/>
Legal Counsel	 4/3/2025 84C6673124BE432... 1FCC8B103A9E4A3...	Deputy Director (<\$25K)	<input type="checkbox"/>
Deputy Director		Perceptive	<input checked="" type="checkbox"/>
OBPP			
Information Technology			
SITSD			

Certificate Of Completion

Envelope Id: D06642E9-0F14-4F19-88FE-40472E74BB1F

Status: Sent

Subject: Montana Department of Commerce Contract #MT-SLIPA-25-139 for Signature

Source Envelope:

Document Pages: 16

Signatures: 5

Envelope Originator:

Certificate Pages: 6

Initials: 0

Contracts Admin

AutoNav: Enabled

PO Box 200501

EnvelopeD Stamping: Enabled

301 S. Park Ave

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Helena, MT 596200501

docontracts@mt.gov

IP Address: 161.7.106.206

Record Tracking

Status: Original

Holder: Contracts Admin

Location: DocuSign

3/31/2025 12:01:52 PM

docontracts@mt.gov

Signer Events

Signature

Timestamp

Galen Steffens



Sent: 3/31/2025 12:04:13 PM

galen.steffens@mt.gov

Viewed: 4/1/2025 4:59:33 PM

Division Administrator

Signed: 4/1/2025 4:59:47 PM

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(None)

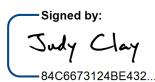
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ID: 173adea8-efb6-4175-811d-1f03d666dfe6

Judy Clay



Sent: 4/1/2025 4:59:48 PM

judy.clay@mt.gov

Viewed: 4/3/2025 7:52:36 AM

Security Level: Email, Account Authentication
(None)

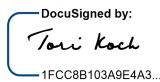
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Signature Adoption: Pre-selected Style
Using IP Address: 161.7.39.7

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Tori Koch



Sent: 4/3/2025 7:53:57 AM

torikoch@mt.gov

Viewed: 4/3/2025 8:07:33 AM

Security Level: Email, Account Authentication
(None)

Signed: 4/3/2025 8:07:41 AM

Signature Adoption: Pre-selected Style
Using IP Address: 161.7.39.7

Electronic Record and Signature Disclosure:

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

Justin G Breck



Sent: 4/3/2025 8:07:43 AM

justin@brecklawoffice.com

Viewed: 4/4/2025 6:38:23 PM

Security Level: Email, Account Authentication
(None)

Signed: 4/4/2025 6:38:29 PM

Signature Adoption: Drawn on Device
Using IP Address: 66.135.75.156

Electronic Record and Signature Disclosure:

Accepted: 4/4/2025 6:38:23 PM

ID: 804b767b-1d8d-4864-b11a-b4a2747c3bd6

Signer Events**Signature****Timestamp**

Mark W. Shrives
 citymanager@cityofcolumbiafalls.com
 Security Level: Email, Account Authentication
 (None)

Signed by:
Mark W. Shrives
 2F17920695AF48F...

Sent: 4/4/2025 6:38:31 PM
 Viewed: 4/7/2025 7:57:56 AM
 Signed: 4/7/2025 7:59:13 AM

Signature Adoption: Pre-selected Style
 Using IP Address: 198.233.178.226

Electronic Record and Signature Disclosure:

Accepted: 4/7/2025 7:57:56 AM
 ID: 19b0f273-88c6-4d69-88cf-0ab2df7ffd96

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

Sent: 4/7/2025 7:59:15 AM

Electronic Record and Signature Disclosure:

Accepted: 2/20/2025 8:47:12 AM
 ID: 24f8870d-06d7-4213-b072-9626cec8475d

Mandy Rambo
 Mandy.rambo@mt.gov
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Becky Anseth
 banseth@mt.gov

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Electronic Record and Signature Disclosure:

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Ahsly Amato
 aamato@mt.gov
 Security Level: Email, Account Authentication
 (None)

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Electronic Record and Signature Disclosure:

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Lynda O'Donnell
 lynda.odonnell@mt.gov
 Security Level: Email, Account Authentication
 (None)

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Electronic Record and Signature Disclosure:

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Carbon Copy Events**Status****Timestamp**

Item No.7.

Susan Nicosia

nicosias@cityofcolumbiafalls.com

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 4/22/2024 3:01:52 PM

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Envelope Sent

Hashed/Encrypted

3/31/2025 12:04:13 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

electronically from us.

How to contact MT Dept of Commerce:

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

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

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

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

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

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

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to doccontracts@mt.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

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

Acknowledging your access and consent to receive materials electronically

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

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

MONTANA DEPARTMENT OF COMMERCE
STATE-LOCAL INFRASTRUCTURE PARTNERSHIP ACT OF 2023
CONTRACT #MT-SLIPA-25-140

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

Grantee and the Department hereby agree to the following terms:

Section 1. PURPOSE

The purpose of this Contract is to provide, on a reimbursement basis, funding for Grantee to use to maintain and repair existing local government infrastructure and to supplement Grantee's required local cash match, as established by Section 2 of the State-Local Infrastructure Partnership Act of 2023 ("SLIPA" or "Program"), which the 2023 Montana Legislature enacted by passing [House Bill 355](#), and which later was signed into law by Governor Greg Gianforte on June 13, 2023 (Chapter 771, Laws 2023) ("HB 355").

Section 2. AUTHORITY

This Contract is issued under authority of HB 355, as well as Title 90 and Title 18 of the Montana Code Annotated, and related Administrative Rules of Montana.

Section 3. APPLICATION INCORPORATED BY REFERENCE

Grantee's application for Program assistance, including any written modifications or reports resulting from the review of the application by the Department (collectively, the "Project"), is specifically incorporated into this Contract by reference and the representations made therein are binding upon Grantee. The date on which Grantee submitted its SLIPA application to Department is referred to herein as the "Application Date."

Section 4. ACCEPTANCE OF PROGRAM REQUIREMENTS

- (a) The Grantee will comply with all applicable local, state, and federal laws as well as all applicable regulations, ordinances, and resolutions now in effect or as may be amended during the term of this Contract while completing the Project. In particular, Grantee will comply in full with the terms of HB 355, the terms of which are incorporated herein by reference. Grantee will comply with all administrative directives and procedures that may be established or amended by the Department for the Program, including the most current version of the *SLIPA Grant Application and Guidelines* maintained by the Department on its [website](#).
- (b) The Grantee agrees that all contracts and subcontracts it enters into for the completion of the activities described in Section 6 of this Contract will require such

contractors, subcontractors, and subrecipient entities to also comply with all requirements placed on the Grantee in paragraph (a) of this Section 4.

- (c) Grantee agrees that the Project will adhere to all applicable design standards and building codes. Grantee also shall obtain all applicable federal, state, and local permits required for the Project.
- (d) Grantee certifies that the Project maintains and repairs existing local government infrastructure, as required by Section 4 of HB 355.
- (e) Grantee certifies that the Project qualifies for a categorical exclusion under the Montana Environmental Policy Act ("MEPA").
- (f) Grantee represents that it satisfied the grant limit requirement set by Section 9 of HB 355.
- (g) If Grantee misappropriates or diverts any portion of the funds issued by Department pursuant to this Contract or the local cash match Grantee is required to provide by HB 355, the Grantee agrees to repay the Department the misappropriated or diverted funds within twelve (12) months of receiving notice from the Department and pay a fine equal to 20% of the amount misappropriated or diverted to the state's general fund, as required by Section 8 of HB 355.
- (h) Grantee agrees that it is fully responsible for managing the Project and ensuring that it is completed on-time and within budget. If cost overruns occur, Grantee agrees the cost of the overrun is the full and sole responsibility of the Grantee and that no supplemental appropriation may be authorized by the Department, as required by Section 7 of HB 355.

Section 5. EFFECTIVE DATE AND TIME OF PERFORMANCE

- (a) This Contract shall take effect upon execution by the parties and will terminate on March 31, 2028, or upon Department's written approval of Grantee's Project completion report, whichever is earlier, unless otherwise terminated in accordance with this Contract.
- (b) Grantee may submit written reimbursement requests to Department once Grantee has satisfied the conditions established by Sections 6 and 12 of HB 355. Grantee must submit to Department all requests for reimbursement prior to Project completion report and no later than February 15, 2028.
- (c) Project activities to be performed by the Grantee will be completed according to the implementation schedule set forth in Exhibit A. The Grantee may modify the implementation schedule set forth in Exhibit A only with prior written approval of the Department.

(d) Grantee agrees to have the Project under contract with a qualified contractor by December 31, 2024, as reflected in the implementation schedule in Exhibit A and as required by Section 7 of HB 355. Grantee may submit a written request for an extension of this deadline to the Department at least sixty (60) days prior to December 31, 2024. Department may grant that request if it determines, at its sole discretion, that Grantee has used all reasonable efforts to find a contractor for a Project but has failed, as established by Section 7 of HB 355.

Section 6. SCOPE OF WORK

Consistent with Section 6 of HB 355, Grantee will complete the Project identified in Grantee's application and administer this Contract in compliance with the Project management plan, including any amendments, approved by the Department. The Grantee will use Program funds only for the following major components of the Project:

- Maintenance and repairs on 8 fire hydrants.

Section 7. BUDGET

(a) Grantee represents that the estimated total cost for the Project is \$78,436.44.

(b) Grantee represents that it has secured a local cash match of \$19,609.11 to complete the Project based on the existing Project cost estimate, as required by Section 6(7) of HB 355 and the Department's Guidelines. Grantee further represents that these local cash match funds are available and committed to the Project, as required by Section 12(1)(d) of HB 355. Grantee's local cash match may include pre-construction costs incurred by Grantee after June 13, 2023. Grantee acknowledges and agrees that if the actual costs Grantee incurs in completing the Project are different than the existing Project cost estimate, Grantee's ultimate 25% local cash match will change to be at least 25% of the total Project costs actually incurred, which must be confirmed during the Project closeout process with the Department.

(c) The total amount to be awarded to the Grantee under this Contract shall not exceed **\$58,827.33**. Grantee acknowledges that there are no circumstances under which it shall be allocated by Department more than \$359,193 for its total SLIPA projects, as established by Section 11 of HB 355 and the [Department](#).

(d) A copy of the preliminary Project budget is attached as Exhibit B and specifically incorporated herein by this reference. After construction bids are awarded or other major Project activity cost elements are determined, the Grantee shall provide the Department with a final Project budget that will, upon receipt and approval by the Department, supersede the preliminary budget in Exhibit B and thereby be incorporated as part of this Contract, binding upon the Grantee.

- (e) For retroactive budget adjustments of \$5,000 or less between line items of the Program portion of Exhibit B, the Department's written approval of the request for reimbursement form shall constitute approval of the budget adjustment. Grantee shall describe the rationale for any budget adjustment and note the adjustment(s) in the request for reimbursement submitted to the Department. Budget adjustments in excess of \$5,000 between any line item of Exhibit B must be approved in writing in advance by the Department.
- (f) Any authorized funds not expended under this grant by the later date referenced in Section 5(b), or otherwise accounted for in accordance with the provisions of this Section, will revert to the Department.
- (g) As set forth in Section 17, if the Grantee fails to or is unable to comply with any of the terms and conditions of this Contract, any costs incurred will be the Grantee's sole responsibility.

Section 8. ACCESS TO AND RETENTION OF RECORDS

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

Section 9. LIAISONS

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

For Department:

Lynda O'Donnell (or successor)

Program Specialist, MDOC

For Grantee:

Mark W. Shrives,
Interim City Manager

301 S. Park Ave.
P.O. Box 200523
Helena, MT 59620-0523
406-841-2545

130 6th Street West
Columbia Falls, MT 59912
406-892-4391
Citymanager@cityofcolumbiafalls.com

Lynda.ODonnell@mt.gov

Section 10. REPRESENTATIONS REGARDING REIMBURSEMENTS

- (a) By signing this Contract, Department certifies that Grantee has fulfilled the conditions set by Section 12 of HB 355 and is eligible to receive Program funding on a reimbursement basis for Grantee's reasonable construction costs actually incurred and authorized by Section 4 of HB 355, as identified in Section 6 of this Contract that Grantee incurred after the Application Date.
- (b) By signing this Contract, Department certifies that Grantee has submitted a SLIPA Environmental Review Form and is eligible to receive Program funding on a reimbursement basis.
- (c) Grantee represents that it solicited and accepted applications for eligible SLIPA projects, in accordance with Section 5 of HB 355. Grantee further represents that it did not begin construction on the Project prior to the Application Date. Grantee acknowledges and agrees that Department will not reimburse Grantee for any pre-construction costs incurred by Grantee prior to the Application Date, although such pre-construction costs may qualify for the local cash match required by HB 355 and this Contract if incurred after June 13, 2023.
- (d) Department will issue reimbursements to the Grantee for eligible Project costs actually incurred after the Application Date after Grantee completes activities set forth in Section 6 of this Contract. Grantee acknowledges and agrees that it must submit to the Department written reimbursement requests supported by adequate documentation in order to receive SLIPA funding under this Contract, and that Department may request additional supporting documentation at its discretion.
- (e) Grantee acknowledges and agrees Department will not reimburse Grantee for any costs incurred prior to the Application Date, any expenses not included in Exhibit B or an approved adjustment thereto, any ineligible expenses as set forth in the most current version of the *SLIPA Grant Application and Guidelines*, any expenses not adequately supported in writing by the Grantee's records, or any expenses not permitted by HB 355.
- (g) Grantee acknowledges and agrees Department is allowed at least fifteen (15) business days to process a request for reimbursement once Grantee has submitted adequate supporting documentation to the Department. The Grantee shall provide banking information before or at the time of Contract execution in

order to facilitate electronic funds transfer payments.

- (h) Grantee acknowledges and agrees that if Department, in its sole discretion, determines that the Grantee has failed to satisfactorily carry out its responsibilities under this Contract or has otherwise failed to comply with HB 355, the Department may withhold reimbursement to the Grantee until such time as the Department and the Grantee agree on a plan to remedy the deficiency.
- (i) Grantee acknowledges and agrees it may not use monies provided through this Contract as payment for Project costs that are reimbursed from other sources, including local cash match.

Section 11. REPORTING REQUIREMENTS

Grantee acknowledges and agrees that it must timely comply with all reporting requirements established by Section 10 of HB 355 as a condition to continuing to receive SLIPA funding on a reimbursement basis.

- (a) Project Progress Reports: During the term of this Contract, Grantee will submit quarterly Project progress reports as described in the *SLIPA Grant Application and Guidelines* to the Department. During the term of this Contract, Grantee agrees it will submit quarterly Project progress reports to the Department on the first business day of every January, April, July, and October.
- (b) Project Completion Report: Upon completion of the Project Grantee will submit to Commerce a final Project completion report as described in the *SLIPA Grant Application and Guidelines* for Department approval. Upon approval of the Project completion report the Department will issue a notice of Project close-out and this Contract shall terminate.

Section 12. PROJECT MONITORING

The Department or any of its authorized agents may monitor and inspect all phases and aspects of the Grantee's performance to determine compliance with this Contract, compliance with HB 355, the proper use of funds, and other technical and administrative requirements of this Contract, including the adequacy of the Grantee's records and accounts. The Department may advise the Grantee of any specific areas of concern and provide the Grantee opportunity to propose corrective actions acceptable to the Department.

The Grantee understands and acknowledges that the Department will report to the Montana Legislature and Legislative Interim Committees as requested on the status of all Program projects, and that information related to the Project may be considered public information subject to disclosure under Montana law.

Section 13. NOTICE

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

Section 14. REFERENCE TO CONTRACT

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

Section 15. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

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

Section 16. CONTRACT AMENDMENT

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

Section 17. TERMINATION OF CONTRACT

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

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

terms, or conditions contained in this Contract after giving the Grantee written notice of the stated failure. The written notice will demand performance of the stated failure within a specified period of time not less than thirty (30) calendar days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

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

Section 18. COMPLIANCE WITH APPLICABLE LAWS

Grantee and Grantees representatives (including contractors and subcontractors) shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, 2 CFR Part 200, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Grantee is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Grantee subjects subcontractors to the same provisions. In accordance with § 49-3-207, MCA, and Executive Order No. 04-2016, Grantee agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, vaccination status, or marital status by the persons performing this Contract.

Section 19. ACCOUNTING, COST PRINCIPLES, AND AUDITING

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

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

Section 20. AVOIDANCE OF CONFLICT OF INTEREST

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

Section 21. COMPLIANCE WITH WORKERS' COMPENSATION ACT

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

Section 22. OWNERSHIP AND PUBLICATION OF MATERIALS

All reports, information, data, and other materials prepared by the Grantee or any of its contractors or subcontractors in furtherance of this Contract are the property of the Grantee and the Department, and may be subject to Montana's Public Records Act. Both Grantee and the Department have the royalty-free, nonexclusive, and irrevocable right to

reproduce, publish, authorize others to use, and to otherwise use, in whole or part, such property and any information relating thereto. No material produced in whole or part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of both the Department and the Grantee.

Section 23. INSURANCE

- (a) **General Requirements:** Grantee must maintain and ensure that its representatives, assigns, and subcontractors maintain for the duration of the Contract, at their own cost and expense, liability insurance against claims for injuries to persons or damages to property, including contractual liability, that may arise from or in connection with the performance of the duties and obligations in the Contract by Grantee, its agents, employees, representatives, assigns, or subcontractors. This insurance must cover such claims as may be caused by any negligent act or omission. The State, its officers, officials, employees, and volunteers must be covered as additional insureds for all claims arising out of the use of grant proceeds provided by the State of Montana.
- (b) **General Liability Insurance:** At its sole cost and expense, Grantee must purchase and maintain occurrence coverage with minimum combined single limits of \$1 million per occurrence and \$2 million aggregate per year, or as established by statutory tort limits of \$750,000 per claim and \$1,500,000 per occurrence as provided by a self-insurance pool insuring counties, cities, or towns, as authorized under § 2-9-211, MCA.
- (c) **Professional Liability Insurance:** Grantee shall assure that any representatives, assigns, and subcontractors performing professional services under this Contract purchase occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year. *Note: if "occurrence" coverage is unavailable or cost prohibitive, the contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three (3) year tail for claims that are filed after the cancellation or expiration date of the policy.*
- (d) **Property Insurance:** At its sole cost and expense, Grantee must maintain property and hazard insurance, including course of construction coverage and earthquake insurance, for loss or damage to any building and related improvements and contents therein on a replacement cost basis throughout the term of the Contract. *Note: earthquake insurance is required when working in areas where the shaking level is above 10g.*
(Ref: <http://rmtd.mt.gov/Portals/62/aboutus/publications/files/NEHRP.pdf>).
- (e) **General Provisions:** All insurance coverage must be with a carrier licensed to do

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

Section 24. HOLD HARMLESS AND INDEMNIFICATION

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

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

Section 25. DEFAULT

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

Section 26. DEBARMENT

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

Section 27. FORCE MAJEURE

Neither party will be liable for any failure or delay in performing its duties in this agreement due to Force Majeure Events. "Force Majeure Event" means an event or circumstance beyond a party's reasonable control, such as natural catastrophes and acts of terrorism or war, and the consequences of that event or circumstance. Force Majeure

Event does not include a strike or other labor unrest that affects only that party, an increase in prices or other change in general economic conditions, a change in law, or an event or circumstance that results in that Party's not having sufficient funds to comply with an obligation to pay. If a Force Majeure Event continues for 30 days, the other party may terminate this agreement or suspend payments while the event continues.

Section 28. SEPARABILITY

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

Section 29. ARBITRATION

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

Section 30. NO WAIVER OF BREACH

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

Section 31. JURISDICTION AND VENUE

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

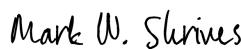
Section 32. INTEGRATION

The Contract contains the entire agreement between the parties. No statements, promises, or inducements of any kind made by either party or the agents of either party, not contained herein or in a properly executed amendment hereto are valid or binding. This Contract supersedes all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by all Parties.

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

GRANTEE:

Signed by:

Mark W. Shrives

4/7/2025

2F17920695AF48F...
Mark W. Shrives, Interim City Manager
City of Columbia Falls

Date

APPROVED AS TO FORM:

DocuSigned by:

Justin G. Breck, Attorney

ATTEST:

Barb Staaland, City Clerk

DEPARTMENT:

Mandy Rambo, Deputy Director
Montana Department of Commerce

Date

EXHIBIT A
Implementation Schedule

TASK	QUARTERS, 2024				QUARTERS, 2025			
	1st J F M	2nd A M J	3rd J A S	4th O N D	1st J F M	2nd A M J	3rd J A S	4th O N D
PROJECT DESIGN								
Commence Final Design	X							
Complete Project Design	X							
Submit Plans to DEQ								
Prepare Bid Documents		X						
Finalize Acquisition			X					
ADVERTISEMENT FOR CONST. BID								
Review Contract Requirements								
Public Bid Advertisement		X	X					
Open Bids & Examine Proposals			X					
Request Contr. Debarment Review								
Select Contractor & Award Bid			X					
Conduct Pre-Const. Conference			X					
Issue Notice to Proceed to Contractor			X					
PROJECT CONSTRUCTION								
Begin Construction			X					
Monitor Engineer & Contractor			X					
Conduct Labor Compliance Reviews								
Hold Const. Progress Meetings			X					
Final Inspection			X					
PROJECT CLOSE OUT								
Submit Final Drawdown			X					
Project Completion Report/Final Certification			X					
Contract End Date	2028							

EXHIBIT B
Budget

ADMINISTRATION	Source: SLIPA	Source: Local Cash	Source:	TOTAL
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
TOTAL ADMINISTRATION	\$0	\$0	\$0	\$0
CONSTRUCTION RELATED ACTIVITIES				
Fire Hydrant Replacement	\$58,827.33	\$19,609.11		\$78,436.44
				\$0
				\$0
				\$0
				\$0
				\$0
TOTAL ACTIVITY	\$58,827.33	\$19,609.11	\$0	\$78,436.44
TOTAL PROJECT BUDGET	\$58,827.33	\$19,609.11	\$0	\$78,436.44

Contract Information Sheet

Item No.7

Division staff are required to complete the items in blue print.		Last Revised September 2024
Contract Number:	MT-SLIPA-25-140	Original Contract Amount: \$ 58,827.33
Contractor's Name:	City of Columbia Falls	Amount of Prior Amendments:
Contractor Liaison:	Susan Nicosia	Current Amendment Amount:
Contractor's Liaison Email:	nicosias@cityofcolumbiafalls.com	Total Contract Value: \$ 58,827.33
Approved to Form Name:	Justin G Breck	Funding Source: State
Approved to Form Email:	justin@brecklawoffice.com	Program Number/Division: 60 - Community MT
Contractor (signee) Name:	Mark W. Shrives	Org Number: 609355
Contractor's Email:	citymanager@cityofcolumbiafalls.com	Vendor Number: 23445
Contractor's Address:	130 6th Street West	Project Name (optional): SLIPA-25-140
Contractor's Address 2:	Columbia Falls, Mt 59912	Start Date: upon execution
Attest Name:	Barb Staaland	End Date: 3/31/2028
Attest Email:	staalandb@cityofcolumbiafalls.com	Absolute End Date:
Delegation:	Commerce	
Procurement Method:	Exempt*	
Contract Type:	Grant	
Contract Usage:	Fixed	
Purpose of this contract/amendment:	Delegation Agreement Section 4.5.0* Program Grants. The replacement of broken or dysfunctional fire hydrants	
Scope & duties of this contract:	Maintenance on 8 fire hydrants.	

Liaison:	Lynda Odonnell	Program Manager:	banseth@mt.gov
Liaison Email:	Lynda.ODonnell@mt.gov	Bureau Chief:	
Liaison Phone:	406-841-2545	Additional Email:	aamato@mt.gov
Signatures:	Copies To:		
Division Administrator	<i>Galen Steffens</i> Signed by: 84C6673124BE432... Docusigned by: 1FCC8B103A9E4A3...	4/1/2025	<input checked="" type="checkbox"/> Liaison
Fiscal Review	<i>Judy Clay</i> Signed by: 84C6673124BE432... Docusigned by: 1FCC8B103A9E4A3...	4/3/2025	<input type="checkbox"/> Director (> \$200K)
Legal Counsel	<i>Tori Koch</i> Signed by: 84C6673124BE432... Docusigned by: 1FCC8B103A9E4A3...	4/3/2025	<input type="checkbox"/> Deputy Director (<\$25K)
Deputy Director			<input checked="" type="checkbox"/> Perceptive
OBPP			
Information Technology			
SITSD			

Certificate Of Completion

Envelope Id: 9992460A-C5EC-42F6-A902-46396567A2BF

Status: Sent

Subject: Montana Department of Commerce Contract #MT-SLIPA-25-140 for Signature

Source Envelope:

Document Pages: 16

Signatures: 5

Envelope Originator:

Certificate Pages: 6

Initials: 0

Contracts Admin

AutoNav: Enabled

EnvelopeD Stamping: Enabled

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

PO Box 200501

301 S. Park Ave

Helena, MT 596200501

docontracts@mt.gov

IP Address: 161.7.106.206

Record Tracking

Status: Original

3/31/2025 12:13:16 PM

Holder: Contracts Admin

Location: DocuSign

docontracts@mt.gov

Signer Events

Signature



Signature Adoption: Pre-selected Style
Using IP Address: 161.7.96.126

Timestamp

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Viewed: 4/1/2025 4:58:12 PM

Signed: 4/1/2025 4:58:24 PM

Electronic Record and Signature Disclosure:

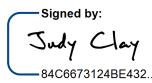
Accepted: 4/1/2025 4:58:12 PM

ID: e3d716ad-9e61-4082-891b-9fa184ed4440

Judy Clay

judy.clay@mt.gov

Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
Using IP Address: 161.7.39.7

Sent: 4/1/2025 4:58:27 PM

Viewed: 4/3/2025 7:54:26 AM

Signed: 4/3/2025 7:55:53 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Tori Koch

torikoch@mt.gov

Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
Using IP Address: 161.7.39.7

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Viewed: 4/3/2025 8:07:04 AM

Signed: 4/3/2025 8:07:13 AM

Electronic Record and Signature Disclosure:

Accepted: 5/7/2024 2:13:59 PM

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

Justin G Breck

justin@brecklawoffice.com

Security Level: Email, Account Authentication (None)



Signature Adoption: Drawn on Device
Using IP Address: 66.135.75.156

Sent: 4/3/2025 8:07:15 AM

Viewed: 4/3/2025 3:57:06 PM

Signed: 4/4/2025 6:39:15 PM

Electronic Record and Signature Disclosure:

Accepted: 4/4/2025 6:39:06 PM

ID: 0088051b-b5a2-49ae-b190-e2bc5951259a

Signer Events

Mark W. Shrives
 citymanager@cityofcolumbiafalls.com
 Security Level: Email, Account Authentication
 (None)

Signature

Signed by:
 Mark W. Shrives
 2F17920695AF48F...

Timestamp

Sent: 4/4/2025 6:39:17 PM
 Viewed: 4/7/2025 8:00:09 AM
 Signed: 4/7/2025 8:00:37 AM

Signature Adoption: Pre-selected Style
 Using IP Address: 198.233.178.226

Electronic Record and Signature Disclosure:

Accepted: 4/7/2025 8:00:09 AM
 ID: d40be457-0897-4627-bbef-c134af41f455

Barb Staaland

staalandb@cityofcolumbiafalls.com

Security Level: Email, Account Authentication
 (None)

Sent: 4/7/2025 8:00:40 AM

Electronic Record and Signature Disclosure:

Accepted: 2/20/2025 8:47:12 AM
 ID: 24f8870d-06d7-4213-b072-9626cec8475d

Mandy Rambo

Mandy.rambo@mt.gov

Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Becky Anseth

banseth@mt.gov

Security Level: Email, Account Authentication
 (None)

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Sent: 3/31/2025 12:16:08 PM

Electronic Record and Signature Disclosure:

Accepted: 3/26/2025 9:33:27 AM
 ID: bf17a658-c8b4-412b-a2b1-86e031c979d4

Ahsly Amato

aamato@mt.gov

Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 3/31/2025 12:16:09 PM

Electronic Record and Signature Disclosure:

Accepted: 10/8/2024 3:52:41 PM
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Lynda O'Donnell

lynda.odonnell@mt.gov

Security Level: Email, Account Authentication
 (None)

COPIED

Sent: 3/31/2025 12:16:09 PM

Electronic Record and Signature Disclosure:

Accepted: 8/1/2024 9:26:43 AM
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Carbon Copy Events**Status****Timestamp**

Item No.7.

Susan Nicosia

nicosias@cityofcolumbiafalls.com

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 4/22/2024 3:01:52 PM

ID: fb5b0b14-5b54-4981-ac6d-9e67d1f17d1a

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

3/31/2025 12:16:10 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

electronically from us.

How to contact MT Dept of Commerce:

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

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

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

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

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

To request paper copies from MT Dept of Commerce

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

To withdraw your consent with MT Dept of Commerce

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

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to doccontracts@mt.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

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

Acknowledging your access and consent to receive materials electronically

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

By checking the 'I agree' box, I confirm that:

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

MONTANA DEPARTMENT OF COMMERCE
STATE-LOCAL INFRASTRUCTURE PARTNERSHIP ACT OF 2023
CONTRACT #MT-SLIPA-25-141

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

Grantee and the Department hereby agree to the following terms:

Section 1. PURPOSE

The purpose of this Contract is to provide, on a reimbursement basis, funding for Grantee to use to maintain and repair existing local government infrastructure and to supplement Grantee's required local cash match, as established by Section 2 of the State-Local Infrastructure Partnership Act of 2023 ("SLIPA" or "Program"), which the 2023 Montana Legislature enacted by passing [House Bill 355](#), and which later was signed into law by Governor Greg Gianforte on June 13, 2023 (Chapter 771, Laws 2023) ("HB 355").

Section 2. AUTHORITY

This Contract is issued under authority of HB 355, as well as Title 90 and Title 18 of the Montana Code Annotated, and related Administrative Rules of Montana.

Section 3. APPLICATION INCORPORATED BY REFERENCE

Grantee's application for Program assistance, including any written modifications or reports resulting from the review of the application by the Department (collectively, the "Project"), is specifically incorporated into this Contract by reference and the representations made therein are binding upon Grantee. The date on which Grantee submitted its SLIPA application to Department is referred to herein as the "Application Date."

Section 4. ACCEPTANCE OF PROGRAM REQUIREMENTS

- (a) The Grantee will comply with all applicable local, state, and federal laws as well as all applicable regulations, ordinances, and resolutions now in effect or as may be amended during the term of this Contract while completing the Project. In particular, Grantee will comply in full with the terms of HB 355, the terms of which are incorporated herein by reference. Grantee will comply with all administrative directives and procedures that may be established or amended by the Department for the Program, including the most current version of the *SLIPA Grant Application and Guidelines* maintained by the Department on its [website](#).
- (b) The Grantee agrees that all contracts and subcontracts it enters into for the completion of the activities described in Section 6 of this Contract will require such

contractors, subcontractors, and subrecipient entities to also comply with all requirements placed on the Grantee in paragraph (a) of this Section 4.

- (c) Grantee agrees that the Project will adhere to all applicable design standards and building codes. Grantee also shall obtain all applicable federal, state, and local permits required for the Project.
- (d) Grantee certifies that the Project maintains and repairs existing local government infrastructure, as required by Section 4 of HB 355.
- (e) Grantee certifies that the Project qualifies for a categorical exclusion under the Montana Environmental Policy Act ("MEPA").
- (f) Grantee represents that it satisfied the grant limit requirement set by Section 9 of HB 355.
- (g) If Grantee misappropriates or diverts any portion of the funds issued by Department pursuant to this Contract or the local cash match Grantee is required to provide by HB 355, the Grantee agrees to repay the Department the misappropriated or diverted funds within twelve (12) months of receiving notice from the Department and pay a fine equal to 20% of the amount misappropriated or diverted to the state's general fund, as required by Section 8 of HB 355.
- (h) Grantee agrees that it is fully responsible for managing the Project and ensuring that it is completed on-time and within budget. If cost overruns occur, Grantee agrees the cost of the overrun is the full and sole responsibility of the Grantee and that no supplemental appropriation may be authorized by the Department, as required by Section 7 of HB 355.

Section 5. EFFECTIVE DATE AND TIME OF PERFORMANCE

- (a) This Contract shall take effect upon execution by the parties and will terminate on March 31, 2028, or upon Department's written approval of Grantee's Project completion report, whichever is earlier, unless otherwise terminated in accordance with this Contract.
- (b) Grantee may submit written reimbursement requests to Department once Grantee has satisfied the conditions established by Sections 6 and 12 of HB 355. Grantee must submit to Department all requests for reimbursement prior to Project completion report and no later than February 15, 2028.
- (c) Project activities to be performed by the Grantee will be completed according to the implementation schedule set forth in Exhibit A. The Grantee may modify the implementation schedule set forth in Exhibit A only with prior written approval of the Department.

(d) Grantee agrees to have the Project under contract with a qualified contractor by December 31, 2024, as reflected in the implementation schedule in Exhibit A and as required by Section 7 of HB 355. Grantee may submit a written request for an extension of this deadline to the Department at least sixty (60) days prior to December 31, 2024. Department may grant that request if it determines, at its sole discretion, that Grantee has used all reasonable efforts to find a contractor for a Project but has failed, as established by Section 7 of HB 355.

Section 6. SCOPE OF WORK

Consistent with Section 6 of HB 355, Grantee will complete the Project identified in Grantee's application and administer this Contract in compliance with the Project management plan, including any amendments, approved by the Department. The Grantee will use Program funds only for the following major components of the Project:

- Maintenance on Veterans Drive bike path from 11th Street West to 9th Street West.

Section 7. BUDGET

(a) Grantee represents that the estimated total cost for the Project is \$28,483.50.

(b) Grantee represents that it has secured a local cash match of \$7,120.87 to complete the Project based on the existing Project cost estimate, as required by Section 6(7) of HB 355 and the Department's Guidelines. Grantee further represents that these local cash match funds are available and committed to the Project, as required by Section 12(1)(d) of HB 355. Grantee's local cash match may include pre-construction costs incurred by Grantee after June 13, 2023. Grantee acknowledges and agrees that if the actual costs Grantee incurs in completing the Project are different than the existing Project cost estimate, Grantee's ultimate 25% local cash match will change to be at least 25% of the total Project costs actually incurred, which must be confirmed during the Project closeout process with the Department.

(c) The total amount to be awarded to the Grantee under this Contract shall not exceed **\$21,362.63**. Grantee acknowledges that there are no circumstances under which it shall be allocated by Department more than \$359,193 for its total SLIPA projects, as established by Section 11 of HB 355 and the [Department](#).

(d) A copy of the preliminary Project budget is attached as Exhibit B and specifically incorporated herein by this reference. After construction bids are awarded or other major Project activity cost elements are determined, the Grantee shall provide the Department with a final Project budget that will, upon receipt and approval by the Department, supersede the preliminary budget in Exhibit B and thereby be incorporated as part of this Contract, binding upon the Grantee.

- (e) For retroactive budget adjustments of \$5,000 or less between line items of the Program portion of Exhibit B, the Department's written approval of the request for reimbursement form shall constitute approval of the budget adjustment. Grantee shall describe the rationale for any budget adjustment and note the adjustment(s) in the request for reimbursement submitted to the Department. Budget adjustments in excess of \$5,000 between any line item of Exhibit B must be approved in writing in advance by the Department.
- (f) Any authorized funds not expended under this grant by the later date referenced in Section 5(b), or otherwise accounted for in accordance with the provisions of this Section, will revert to the Department.
- (g) As set forth in Section 17, if the Grantee fails to or is unable to comply with any of the terms and conditions of this Contract, any costs incurred will be the Grantee's sole responsibility.

Section 8. ACCESS TO AND RETENTION OF RECORDS

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

Section 9. LIAISONS

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

For Department:

Lynda O'Donnell (or successor)
Program Specialist, MDOC

For Grantee:

Mark W. Shrives,
Interim City Manager
Click or tap here to enter text.

301 S. Park Ave.
P.O. Box 200523
Helena, MT 59620-0523
406-841-2545

130 6th Street West
Columbia Falls, MT 59912
406-892-4391
Citymanager@cityofcolumbiafalls.com

Lynda.ODonnell@mt.gov

Section 10. REPRESENTATIONS REGARDING REIMBURSEMENTS

- (a) By signing this Contract, Department certifies that Grantee has fulfilled the conditions set by Section 12 of HB 355 and is eligible to receive Program funding on a reimbursement basis for Grantee's reasonable construction costs actually incurred and authorized by Section 4 of HB 355, as identified in Section 6 of this Contract that Grantee incurred after the Application Date.
- (b) By signing this Contract, Department certifies that Grantee has submitted a SLIPA Environmental Review Form and is eligible to receive Program funding on a reimbursement basis.
- (c) Grantee represents that it solicited and accepted applications for eligible SLIPA projects, in accordance with Section 5 of HB 355. Grantee further represents that it did not begin construction on the Project prior to the Application Date. Grantee acknowledges and agrees that Department will not reimburse Grantee for any pre-construction costs incurred by Grantee prior to the Application Date, although such pre-construction costs may qualify for the local cash match required by HB 355 and this Contract if incurred after June 13, 2023.
- (d) Department will issue reimbursements to the Grantee for eligible Project costs actually incurred after the Application Date after Grantee completes activities set forth in Section 6 of this Contract. Grantee acknowledges and agrees that it must submit to the Department written reimbursement requests supported by adequate documentation in order to receive SLIPA funding under this Contract, and that Department may request additional supporting documentation at its discretion.
- (e) Grantee acknowledges and agrees Department will not reimburse Grantee for any costs incurred prior to the Application Date, any expenses not included in Exhibit B or an approved adjustment thereto, any ineligible expenses as set forth in the most current version of the *SLIPA Grant Application and Guidelines*, any expenses not adequately supported in writing by the Grantee's records, or any expenses not permitted by HB 355.
- (g) Grantee acknowledges and agrees Department is allowed at least fifteen (15) business days to process a request for reimbursement once Grantee has submitted adequate supporting documentation to the Department. The Grantee shall provide banking information before or at the time of Contract execution in

order to facilitate electronic funds transfer payments.

- (h) Grantee acknowledges and agrees that if Department, in its sole discretion, determines that the Grantee has failed to satisfactorily carry out its responsibilities under this Contract or has otherwise failed to comply with HB 355, the Department may withhold reimbursement to the Grantee until such time as the Department and the Grantee agree on a plan to remedy the deficiency.
- (i) Grantee acknowledges and agrees it may not use monies provided through this Contract as payment for Project costs that are reimbursed from other sources, including local cash match.

Section 11. REPORTING REQUIREMENTS

Grantee acknowledges and agrees that it must timely comply with all reporting requirements established by Section 10 of HB 355 as a condition to continuing to receive SLIPA funding on a reimbursement basis.

- (a) Project Progress Reports: During the term of this Contract, Grantee will submit quarterly Project progress reports as described in the *SLIPA Grant Application and Guidelines* to the Department. During the term of this Contract, Grantee agrees it will submit quarterly Project progress reports to the Department on the first business day of every January, April, July, and October.
- (b) Project Completion Report: Upon completion of the Project Grantee will submit to Commerce a final Project completion report as described in the *SLIPA Grant Application and Guidelines* for Department approval. Upon approval of the Project completion report the Department will issue a notice of Project close-out and this Contract shall terminate.

Section 12. PROJECT MONITORING

The Department or any of its authorized agents may monitor and inspect all phases and aspects of the Grantee's performance to determine compliance with this Contract, compliance with HB 355, the proper use of funds, and other technical and administrative requirements of this Contract, including the adequacy of the Grantee's records and accounts. The Department may advise the Grantee of any specific areas of concern and provide the Grantee opportunity to propose corrective actions acceptable to the Department.

The Grantee understands and acknowledges that the Department will report to the Montana Legislature and Legislative Interim Committees as requested on the status of all Program projects, and that information related to the Project may be considered public information subject to disclosure under Montana law.

Section 13. NOTICE

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

Section 14. REFERENCE TO CONTRACT

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

Section 15. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

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

Section 16. CONTRACT AMENDMENT

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

Section 17. TERMINATION OF CONTRACT

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

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

terms, or conditions contained in this Contract after giving the Grantee written notice of the stated failure. The written notice will demand performance of the stated failure within a specified period of time not less than thirty (30) calendar days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

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

Section 18. COMPLIANCE WITH APPLICABLE LAWS

Grantee and Grantees representatives (including contractors and subcontractors) shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, 2 CFR Part 200, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Grantee is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subletting or subcontracting by Grantee subjects subcontractors to the same provisions. In accordance with § 49-3-207, MCA, and Executive Order No. 04-2016, Grantee agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, vaccination status, or marital status by the persons performing this Contract.

Section 19. ACCOUNTING, COST PRINCIPLES, AND AUDITING

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

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

Section 20. AVOIDANCE OF CONFLICT OF INTEREST

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

Section 21. COMPLIANCE WITH WORKERS' COMPENSATION ACT

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

Section 22. OWNERSHIP AND PUBLICATION OF MATERIALS

All reports, information, data, and other materials prepared by the Grantee or any of its contractors or subcontractors in furtherance of this Contract are the property of the Grantee and the Department, and may be subject to Montana's Public Records Act. Both Grantee and the Department have the royalty-free, nonexclusive, and irrevocable right to

reproduce, publish, authorize others to use, and to otherwise use, in whole or part, such property and any information relating thereto. No material produced in whole or part under this Contract may be copyrighted or patented in the United States or in any other country without the prior written approval of both the Department and the Grantee.

Section 23. INSURANCE

- (a) **General Requirements:** Grantee must maintain and ensure that its representatives, assigns, and subcontractors maintain for the duration of the Contract, at their own cost and expense, liability insurance against claims for injuries to persons or damages to property, including contractual liability, that may arise from or in connection with the performance of the duties and obligations in the Contract by Grantee, its agents, employees, representatives, assigns, or subcontractors. This insurance must cover such claims as may be caused by any negligent act or omission. The State, its officers, officials, employees, and volunteers must be covered as additional insureds for all claims arising out of the use of grant proceeds provided by the State of Montana.
- (b) **General Liability Insurance:** At its sole cost and expense, Grantee must purchase and maintain occurrence coverage with minimum combined single limits of \$1 million per occurrence and \$2 million aggregate per year, or as established by statutory tort limits of \$750,000 per claim and \$1,500,000 per occurrence as provided by a self-insurance pool insuring counties, cities, or towns, as authorized under § 2-9-211, MCA.
- (c) **Professional Liability Insurance:** Grantee shall assure that any representatives, assigns, and subcontractors performing professional services under this Contract purchase occurrence coverage with combined single limits for each wrongful act of \$1,000,000 per occurrence and \$2,000,000 aggregate per year. *Note: if "occurrence" coverage is unavailable or cost prohibitive, the contractor may provide "claims made" coverage provided the following conditions are met: (1) the commencement date of the Contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years; and (2) the claims made policy must have a three (3) year tail for claims that are filed after the cancellation or expiration date of the policy.*
- (d) **Property Insurance:** At its sole cost and expense, Grantee must maintain property and hazard insurance, including course of construction coverage and earthquake insurance, for loss or damage to any building and related improvements and contents therein on a replacement cost basis throughout the term of the Contract. *Note: earthquake insurance is required when working in areas where the shaking level is above 10g.*
(Ref: <http://rmtd.mt.gov/Portals/62/aboutus/publications/files/NEHRP.pdf>).
- (e) **General Provisions:** All insurance coverage must be with a carrier licensed to do

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

Section 24. HOLD HARMLESS AND INDEMNIFICATION

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

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

Section 25. DEFAULT

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

Section 26. DEBARMENT

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

Section 27. FORCE MAJEURE

Neither party will be liable for any failure or delay in performing its duties in this agreement due to Force Majeure Events. "Force Majeure Event" means an event or circumstance beyond a party's reasonable control, such as natural catastrophes and acts of terrorism or war, and the consequences of that event or circumstance. Force Majeure

Event does not include a strike or other labor unrest that affects only that party, an increase in prices or other change in general economic conditions, a change in law, or an event or circumstance that results in that Party's not having sufficient funds to comply with an obligation to pay. If a Force Majeure Event continues for 30 days, the other party may terminate this agreement or suspend payments while the event continues.

Section 28. SEPARABILITY

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

Section 29. ARBITRATION

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

Section 30. NO WAIVER OF BREACH

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

Section 31. JURISDICTION AND VENUE

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

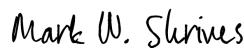
Section 32. INTEGRATION

The Contract contains the entire agreement between the parties. No statements, promises, or inducements of any kind made by either party or the agents of either party, not contained herein or in a properly executed amendment hereto are valid or binding. This Contract supersedes all prior agreements, representations, and understandings. Any amendment or modification must be in a written agreement signed by all Parties.

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

GRANTEE:

Signed by:

Mark W. Shrives

4/7/2025

2F17920895AE48F
Mark W. Shrives, Interim City Manager
City of Columbia Falls

Date

APPROVED AS TO FORM:

Signed by:


Justin G. Breck, Attorney
45A1EBFCC9B840E

ATTEST:

Barb Staaland, City Clerk

DEPARTMENT:

Galen Steffens, Division Administrator
Community MT

Date

EXHIBIT A
Implementation Schedule

TASK	QUARTERS, 2024				QUARTERS, 2025			
	1st J F M	2nd A M J	3rd J A S	4th O N D	1st J F M	2nd A M J	3rd J A S	4th O N D
<u>PROJECT DESIGN</u>								
Commence Final Design								
Complete Project Design								
Submit Plans to DEQ								
Prepare Bid Documents								
Finalize Acquisition		X						
<u>ADVERTISEMENT FOR CONST. BID</u>								
Review Contract Requirements								
Public Bid Advertisement								
Open Bids & Examine Proposals								
Request Contr. Debarment Review								
Select Contractor & Award Bid								
Conduct Pre-Const. Conference								
Issue Notice to Proceed to Contractor		X						
<u>PROJECT CONSTRUCTION</u>								
Begin Construction		X						
Monitor Engineer & Contractor		X						
Conduct Labor Compliance Reviews								
Hold Const. Progress Meetings		X						
Final Inspection		X						
<u>PROJECT CLOSE OUT</u>								
Submit Final Drawdown		X						
Project Completion Report/Final Certification		X						
Contract End Date	2028							

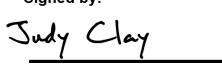
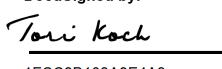
EXHIBIT B
Budget

ADMINISTRATION	Source: SLIPA	Source: Local Cash	Source:	TOTAL
				\$0
				\$0
				\$0
				\$0
				\$0
				\$0
TOTAL ADMINISTRATION	\$0	\$0	\$0	\$0
CONSTRUCTION RELATED ACTIVITIES				
Veterans Dr Bike Path Replacement	\$21,362.63	\$7,120.87		\$28,483.50
				\$0
				\$0
				\$0
				\$0
				\$0
TOTAL ACTIVITY	\$21,362.63	\$7,120.87	\$0	\$28,483.50
TOTAL PROJECT BUDGET	\$21,362.63	\$7,120.87	\$0	\$28,483.50

Contract Information Sheet

Item No.7.

Division staff are required to complete the items in blue print.		Last Revised September 2024
Contract Number:	MT-SLIPA-25-141	Original Contract Amount: \$ 21,362.63
Contractor's Name:	City of Columbia Falls	Amount of Prior Amendments:
Contractor Liaison:	Susan Nicosia	Current Amendment Amount:
Contractor's Liaison Email:	nicosias@cityofcolumbiafalls.com	Total Contract Value: \$ 21,362.63
Approved to Form Name:	Justin G. Breck	Funding Source: State
Approved to Form Email:	justin@brecklawoffice.com	Program Number/Division: 60 - Community MT
Contractor (signee) Name:	Mark W. Shrives	Org Number: 609355
Contractor's Email:	citymanager@cityofcolumbiafalls.com	Vendor Number: 23445
Contractor's Address:	130 6th Street West	Project Name (optional): SLIPA-25-141
Contractor's Address 2:	Columbia Falls, Mt 59912	
Attest Name:	Barb Staaland	Start Date: upon execution
Attest Email:	staalandb@cityofcolumbiafalls.com	End Date: 3/31/2028
Delegation:	Commerce	Absolute End Date:
Procurement Method:	Exempt*	
Contract Type:	Grant	
Contract Usage:	Fixed	
Purpose of this contract/amendment:	Delegation Agreement Section 4.5.0* Program Grants. Replacement of the Veterans Drive Bike Path	
Scope & duties of this contract:	Maintenance on Veterans Drive bike path from 11th Street West to 9th Street West.	

Liaison:	Lynda Odonnell	Program Manager:	banseth@mt.gov
Liaison Email:	Lynda.ODonnell@mt.gov	Bureau Chief:	
Liaison Phone:	406-841-2545	Additional Email:	aamato@mt.gov
Signatures:	Signed by:	Copies To:	
Division Administrator	 4/1/2025	Liaison	<input checked="" type="checkbox"/>
Fiscal Review	 4/3/2025	Director (> \$200K)	<input type="checkbox"/>
Legal Counsel	 4/3/2025	Deputy Director (<\$25K)	<input type="checkbox"/>
Deputy Director		Perceptive	<input checked="" type="checkbox"/>
OBPP			
Information Technology			
SITSD			

Certificate Of Completion

Envelope Id: 727B1521-E49E-41E6-83E8-96C6503B1740

Status: Sent

Subject: Montana Department of Commerce Contract #MT-SLIPA-25-141 for signature.

Source Envelope:

Document Pages: 16

Signatures: 5

Envelope Originator:

Certificate Pages: 6

Initials: 0

Contracts Admin

AutoNav: Enabled

PO Box 200501

EnvelopeD Stamping: Enabled

301 S. Park Ave

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Helena, MT 596200501

docontracts@mt.gov

IP Address: 161.7.106.206

Record Tracking

Status: Original

Holder: Contracts Admin

Location: DocuSign

3/31/2025 12:04:57 PM

docontracts@mt.gov

Signer Events

Signature

Timestamp

Galen Steffens

Signed by:


Galen Steffens

galen.steffens@mt.gov

Division Administrator

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address: 161.7.96.126

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Viewed: 4/1/2025 4:58:54 PM

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Electronic Record and Signature Disclosure:

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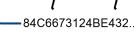
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Judy Clay

judy.clay@mt.gov

Security Level: Email, Account Authentication
(None)

Signed by:


Judy Clay

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Signature Adoption: Pre-selected Style
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Viewed: 4/3/2025 7:56:24 AM

Signed: 4/3/2025 7:58:02 AM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Tori Koch

torikoch@mt.gov

Security Level: Email, Account Authentication
(None)

DocuSigned by:


Tori Koch

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Signature Adoption: Pre-selected Style
Using IP Address: 161.7.39.7

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Viewed: 4/3/2025 8:06:37 AM

Signed: 4/3/2025 8:06:43 AM

Electronic Record and Signature Disclosure:

Accepted: 5/7/2024 2:13:59 PM

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

Justin G. Breck

justin@brecklawoffice.com

Security Level: Email, Account Authentication
(None)

Signed by:


45A1EBFCC9B840E...

Signature Adoption: Drawn on Device
Using IP Address: 66.135.75.156

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Electronic Record and Signature Disclosure:

Accepted: 4/4/2025 6:39:41 PM

ID: e8743d84-3124-4c05-8f03-01b68f04d091

Signer Events**Signature****Timestamp**

Mark W. Shrives
 citymanager@cityofcolumbiafalls.com
 Security Level: Email, Account Authentication
 (None)

Signed by:
 Mark W. Shrives
 2F17920695AF48F...

Sent: 4/4/2025 6:40:09 PM
 Viewed: 4/7/2025 8:00:54 AM
 Signed: 4/7/2025 8:01:13 AM

Signature Adoption: Pre-selected Style
 Using IP Address: 198.233.178.226

Electronic Record and Signature Disclosure:

Accepted: 4/7/2025 8:00:54 AM
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Barb Staaland
 staalandb@cityofcolumbiafalls.com
 Security Level: Email, Account Authentication
 (None)

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Electronic Record and Signature Disclosure:
 Accepted: 2/20/2025 8:47:12 AM
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Galen Steffens
 galen.steffens@mt.gov
 Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Accepted: 4/1/2025 5:20:14 PM
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In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Lynda O'Donnell
 lynda.odonnell@mt.gov
 Security Level: Email, Account Authentication
 (None)

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Electronic Record and Signature Disclosure:
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Becky Anseth
 banseth@mt.gov

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 (None)

Electronic Record and Signature Disclosure:
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Ahsly Amato
 aamato@mt.gov

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Carbon Copy Events	Status	Timestamp	Item No.7.
Mandy Rambo Mandy.rambo@mt.gov Security Level: Email, Account Authentication (None)			
Electronic Record and Signature Disclosure: Not Offered via DocuSign			
Susan Nicosia nicosias@cityofcolumbiafalls.com Security Level: Email, Account Authentication (None)			
Electronic Record and Signature Disclosure: Accepted: 4/22/2024 3:01:52 PM ID: fb5b0b14-5b54-4981-ac6d-9e67d1f17d1a			
Witness Events	Signature	Timestamp	
Notary Events	Signature	Timestamp	
Envelope Summary Events	Status	Timestamps	
Envelope Sent	Hashed/Encrypted	3/31/2025 12:11:49 PM	
Payment Events	Status	Timestamps	
Electronic Record and Signature Disclosure			

Item No.7.

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

electronically from us.

How to contact MT Dept of Commerce:

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

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

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

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

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

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- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to doccontracts@mt.gov and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

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

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

Acknowledging your access and consent to receive materials electronically

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

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



COLUMBIA FALLS MONTANA

City Council Agenda Item Summary

Title: Emergency Medical Services MOU

Date: 4/17/2025

Staff Contact: Karl Weeks

AGENDA ITEM SUMMARY: Annual Memorandum of Understanding (MOU) between the Columbia Falls Fire Department Quick Response Unit (QRU) and Flathead County.

BACKGROUND: MOU outlines an ongoing agreement between Flathead County and the City of Columbia Falls regarding EMS services provided by the Columbia Falls Fire Department QRU.

Flathead County distributes EMS funding in two installments each fiscal year—50% in December and the remaining approved funding in June. Funding is calculated based on set amounts for readiness (\$1,750.00) and a percentage-based distribution for EMS response, which varies depending on whether the agency is a transport or non-transport provider.

Readiness fees are deducted first from the available funding pool. The remaining funds are then divided according to predetermined response percentages, which are calculated into a per-call fee. This per-call fee is multiplied by the agency's actual number of responses to determine their total reimbursement. In the previous fiscal year, the per-call rate was \$44.48, resulting in a total response payment of \$5,381.73 to Columbia Falls.

It is important to note that, under the language of the 2-mil EMS levy that funds this program, the total amount distributed to response agencies annually is not guaranteed. Some funds may be allocated for training or equipment purchases, as approved by the EMS Administrative Board.

ANALYSIS: The readiness and response payments help ensure the Columbia Falls Fire Department QRU can maintain essential medical supplies and ongoing personnel training, allowing for consistent and reliable emergency medical response throughout the year.

FINANCIAL CONSIDERATIONS:

- **Annual Readiness Payments:** \$3,500 (\$1,750 semiannually)
- **Response Fee Payments:** Based on per-call rate and total EMS responses
- **Funding Source:** Flathead County 2-mil EMS levy
- **Note:** Annual distribution amounts may vary depending on EMS Board allocations for training and equipment

STAFF RECOMMENDATION: Staff recommends approval and execution of the MOU between the City of Columbia Falls and Flathead County.

ATTACHMENTS:

- Copy of MOU
- Readiness Response Formula December 2024
- June 2024 disbursement

Memorandum of Understanding

Non-Transport Agencies (QRU)

Agency Name Columbia Falls Fire Department

Date 4-16-2025

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

- Dates of Memorandum of Understanding: June 01, 2025 to May 31, 2026.
- Your agency is a licensed Non-Transport response agency with the State of Montana. (Pursuant to Administrative Rules of Montana 37.104.401 through 37.104.410 and Montana Code Section 50-6-323)
- You agree to have the equipment and licensed medical provider to respond when dispatched to render medical aid at least 95% of the time.
- You agree that the Flathead County Medical Director and Assistant Medical Director will be the Medical Director of your unit.
- You agree that your personnel will be available for mutual aid dispatch to the county in the event neighboring services are out of resources. (Pursuant to Montana Code Section 7-33-4112, 7-33-2405, 7-33-2108 and 10-3-209)
- You agree to provide information needed to provide System Management, Quality Control and Medical Oversight when requested to the EMS Office.

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

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

Return signed form to the Flathead County EMS Office by May 30, 2025.

Signature _____ Date _____

Printed Name _____

Title _____

Date _____

Pamela Holmquist, Chairman, Board of Commissioners Flathead County, Montana

Make Checks Payable to OR Transfer to FUND #:

Flathead County Emergency Medical Services (EMS) Program
Semi-Annual Financial Distribution for Response & Readiness

Item No.8

December 2024

Account 2273 Approved Budget Authority: **\$498,927.50**
 (per Flathead County Approved Operating Budget for FY2025)

Affiliated EMS Agencies:

Quick Response Units (QRU):

Bad Rock Fire and QRU
 Blacktail Ski Patrol
 Blankenship Fire Department
 Columbia Falls Fire Department
 Coram/West Glacier Fire Department
 Creston Fire Department
 Glacier Park International Airport Fire Department
 South Kalispell Fire Department
 West Valley Fire Department

Transport Agencies:

Big Mountain Fire Department
 Bigfork Fire Department
 Evergreen Fire Department
 Kalispell Fire Department
 Lakeside QRU
 Marion Fire Department
 Smith Valley Fire Department
 Three Rivers EMS
 Whitefish Fire Department

**FSA is no longer listed as there is no affiliated EMS capability, and listing FSA creates inaccurate accounting.*

*** Olney Fire is no longer listed as they no longer have Transport or QRU capabilities effective June 2019*

**** West Valley Fire revised MOU to be recognized as a QRU signed and approved by Board of Commissioners 11/14/2023*

Approved Funding Formulas: (per 6 months)

Readiness:

(Readiness Funding is based on whole Dollar amounts previously approved by the EMS Board)

	Semi-Annual	Annual Total
Quick Response Units:	\$1,750	\$3,500
Transport Agencies:	\$10,000	\$20,000

Response:

(Response Funding utilizes remainder of available funds after Readiness Funding has been allocated)

Quick Response Units: 10% of remaining funds, divided by total number of responses

Transport Agencies: 90% of remaining funds, divided by total number of responses

Approved Response Calculation Methodology:

"Total Available" :	\$ 498,927.50
"Total Available" minus "Readiness Distribution":	\$ 393,177.50
Earmark 90% for Transport Responses	\$ 353,859.75
Divided by "Number of Transport Responses"	6,045
Equals "Per Transport Response Amount"	\$ 58.54
"Total Available" :	\$ 498,927.50
"Total Available" minus "Readiness Distribution":	\$ 393,177.50
Earmark 10% for Transport Responses	\$ 39,317.75
Divided by "Number of QRU Responses"	884
Equals "Per QRU Response Amount"	\$ 44.48

Flathead County Emergency Medical Services (EMS) Program
Semi-Annual Financial Distribution for Response & Readiness

Item No.8

December 2024

Number of Responses, June 1, 2024 through November 30, 2024

Quick Response Units (QRU):

Bad Rock Fire and QRU, FDID/ORI 07011	136
Blacktail Ski Patrol, FDID/ORI 99983	1
Blankenship Fire Department, FDID/ORI 07037	10
Columbia Falls Fire Department, FDID/ORI 07003	121
Coram/West Glacier Fire Department, FDID/ORI 07031	115
Creston Fire Department, FDID/ORI 07016	142
Glacier Park Int. Airport Fire Department, FDID/ORI 07050	57
South Kalispell Fire Department, FDID/ORI 07017	109
West Valley Fire Department, FDID/ORI 07015	193
Total:	884

Transport Agencies:

Big Mountain Fire Department, FDID/ORI 07019	46
Bigfork Fire Department, FDID/ORI 07012	438
Evergreen Fire Department, FDID/ORI 07018	942
Kalispell Fire Department, FDID/ORI 07001	2061
Lakeside QRU, FDID/ORI 00449	310
Marion Fire Department, FDID/ORI 07035	124
Smith Valley Fire Department, FDID/ORI 07013	292
Three Rivers EMS, FDID/ORI 0722	999
Whitefish Fire Department, FDID/ORI 07002	833
Total:	6,045

** Per June 18, 2019 EMS Administrative Board Minutes Olney Fire is no longer eligible for readiness or response funds and their portion of readiness funds were equally reallocated to the other transport agencies.

Funds Distribution:

Quick Response Units (QRU):

	Readiness:	Response:	Department Total:
Bad Rock Fire and QRU, FDID/ORI 07011	\$1,750.00	\$6,048.88	\$7,798.88
Blacktail Ski Patrol, FDID/ORI 99999	\$1,750.00	\$44.48	\$1,794.48
Blankenship Fire Department, FDID/ORI 07037	\$1,750.00	\$444.77	\$2,194.77
Columbia Falls Fire Department, FDID/ORI 07003	\$1,750.00	\$5,381.73	\$7,131.73
Coram/West Glacier Fire Department, FDID/ORI 07031	\$1,750.00	\$5,114.87	\$6,864.87
Creston Fire Department, FDID/ORI 07016	\$1,750.00	\$6,315.75	\$8,065.75
Glacier Park Int. Airport Fire Department, FDID/ORI 07050	\$1,750.00	\$2,535.19	\$4,285.19
South Kalispell Fire Department, FDID/ORI 07017	\$1,750.00	\$4,848.00	\$6,598.00
West Valley Fire Department, FDID/ORI 07015	\$1,750.00	\$8,584.08	\$10,334.08
Total:	\$15,750.00	\$39,317.75	\$55,067.75

Transport Agencies:

Big Mountain Fire Department, FDID/ORI 07019	\$10,000.00	\$2,692.73	\$12,692.73
Bigfork Fire Department, FDID/ORI 07012	\$10,000.00	\$25,639.47	\$35,639.47
Evergreen Fire Department, FDID/ORI 07018	\$10,000.00	\$55,142.41	\$65,142.41
Kalispell Fire Department, FDID/ORI 07001	\$10,000.00	\$120,645.97	\$130,645.97
Lakeside QRU, FDID/ORI 00449	\$10,000.00	\$18,146.65	\$28,146.65
Marion Fire Department, FDID/ORI 07035	\$10,000.00	\$7,258.66	\$17,258.66
Smith Valley Fire Department, FDID/ORI 07013	\$10,000.00	\$17,092.98	\$27,092.98
Three Rivers EMS, FDID/ORI 0722	\$10,000.00	\$58,479.06	\$68,479.06
Whitefish Fire Department, FDID/ORI 07002	\$10,000.00	\$48,761.82	\$58,761.82
Total:	\$90,000.00	\$353,859.75	\$443,859.75

** Per June 18, 2019 EMS Administrative Board Minutes Olney Fire is no longer eligible for readiness or response funds and their portion of readiness funds were equally reallocated to the other transport agencies.

Reconciliation/Validation of Calculations:

Total Available:	\$498,927.50
Minus Readiness for Transport Agencies	\$ 90,000.00
Minus Readiness for QRUs	\$ 15,750.00
Minus Response from Transport Agencies	\$ 353,859.75
Minus Response from QRUs	\$ 39,317.75

Remaining Balance: **\$0.00** NO VARIANCE

Authorized By: B Devlin

Approved for Distribution by the EMS Administrative Board on: 12-10-24

Flathead County Emergency Medical Services (EMS) Program
Semi-Annual Financial Distribution for Response & Readiness

Item No.8.

June 2024

Account 2273 Approved Budget Authority:	\$492,938.99
(per Flathead County Approved Operating Budget for FY2024)	

Affiliated EMS Agencies:

Quick Response Units (QRU):

Bad Rock Fire and QRU
 Blacktail Ski Patrol
 Blankenship Fire Department
 Columbia Falls Fire Department
 Coram/West Glacier Fire Department
 Creston Fire Department
 Glacier Park International Airport Fire Department
 South Kalispell Fire Department
 West Valley Fire Department

Transport Agencies:

Big Mountain Fire Department
 Bigfork Fire Department
 Evergreen Fire Department
 Kalispell Fire Department
 Lakeside QRU
 Marion Fire Department
 Smith Valley Fire Department
 Three Rivers EMS
 Whitefish Fire Department

*FSA is no longer listed as there is no affiliated EMS capability, and listing FSA creates inaccurate accounting.

** Olney Fire is no longer listed as they no longer have Transport or QRU capabilities effective June 2019

*** West Valley Fire revised MOU to be recognized as a QRU signed and approved by Board of Commissioners 11/14/2023

Approved Funding Formulas: (per 6 months)

Readiness: (Readiness Funding is based on whole Dollar amounts previously approved by the EMS Board)

	Semi-Annual	Annual Total
Quick Response Units:	\$1,250	\$2,500
Transport Agencies:	\$5,500	\$11,000

Response: (Response Funding utilizes remainder of available funds after Readiness Funding has been allocated)

Quick Response Units: 10% of remaining funds, divided by total number of responses

Transport Agencies: 90% of remaining funds, divided by total number of responses

Approved Response Calculation Methodology:

"Total Available" :	\$ 492,938.99
"Total Available" minus "Readiness Distribution":	\$432,188.99
Earmark 90% for Transport Responses	\$ 388,970.09
Divided by "Number of Transport Responses"	4,923
Equals "Per Transport Response Amount"	\$ 79.01
"Total Available":	\$ 492,938.99
"Total Available" minus "Readiness Distribution":	\$ 432,188.99
Earmark 10% for Transport Responses	\$ 43,218.90
Divided by "Number of QRU Responses"	744
Equals "Per QRU Response Amount"	\$ 58.09

Flathead County Emergency Medical Services (EMS) Program
Semi-Annual Financial Distribution for Response & Readiness

Item No.8.

June 2024

Number of Responses, December 1, 2023 through May 31, 2024

Quick Response Units (QRU):

Bad Rock Fire and QRU, FDID/ORI 07011	106
Blacktail Ski Patrol, FDID/ORI 99983	26
Blankenship Fire Department, FDID/ORI 07037	9
Columbia Falls Fire Department, FDID/ORI 07003	87
Coram/West Glacier Fire Department, FDID/ORI 07031	46
Creston Fire Department, FDID/ORI 07016	142
Glacier Park Int. Airport Fire Department, FDID/ORI 07050	28
South Kalispell Fire Department, FDID/ORI 07017	122
West Valley Fire Department, FDID/ORI 07015	178
Total:	744

Transport Agencies:

Big Mountain Fire Department, FDID/ORI 07019	87
Bigfork Fire Department, FDID/ORI 07012	370
Evergreen Fire Department, FDID/ORI 07018	860
Kalispell Fire Department, FDID/ORI 07001	1558
Lakeside QRU, FDID/ORI 00449	315
Marion Fire Department, FDID/ORI 07035	83
Smith Valley Fire Department, FDID/ORI 07013	257
Three Rivers EMS, FDID/ORI 0722	672
Whitefish Fire Department, FDID/ORI 07002	721
Total:	4,923

** Per June 18, 2019 EMS Administrative Board Minutes Olney Fire is no longer eligible for readiness or response funds and their portion of readiness funds were equally reallocated to the other transort agencies.

Funds Distribution:

Quick Response Units (QRU):

	Readiness:	Response:	Department Total:
Bad Rock Fire and QRU, FDID/ORI 07011	\$1,250.00	\$6,157.53	\$7,407.53
Blacktail Ski Patrol, FDID/ORI 99999	\$1,250.00	\$1,510.34	\$2,760.34
Blankenship Fire Department, FDID/ORI 07037	\$1,250.00	\$522.81	\$1,772.81
Columbia Falls Fire Department, FDID/ORI 07003	\$1,250.00	\$5,053.82	\$6,303.82
Coram/West Glacier Fire Department, FDID/ORI 07031	\$1,250.00	\$2,672.14	\$3,922.14
Creston Fire Department, FDID/ORI 07016	\$1,250.00	\$8,248.77	\$9,498.77
Glacier Park Int. Airport Fire Department, FDID/ORI 07050	\$1,250.00	\$1,626.52	\$2,876.52
South Kalispell Fire Department, FDID/ORI 07017	\$1,250.00	\$7,086.97	\$8,336.97
West Valley Fire Department, FDID/ORI 07015	\$1,250.00	\$10,340.00	\$11,590.00
Total:	\$11,250.00	\$43,218.90	\$54,468.90

Transport Agencies:

Big Mountain Fire Department, FDID/ORI 07019	\$5,500.00	\$6,873.94	\$12,373.94
Bigfork Fire Department, FDID/ORI 07012	\$5,500.00	\$29,233.99	\$34,733.99
Evergreen Fire Department, FDID/ORI 07018	\$5,500.00	\$67,949.27	\$73,449.27
Kalispell Fire Department, FDID/ORI 07001	\$5,500.00	\$123,098.79	\$128,598.79
Lakeside QRU, FDID/ORI 00449	\$5,500.00	\$24,888.40	\$30,388.40
Marion Fire Department, FDID/ORI 07035	\$5,500.00	\$6,557.90	\$12,057.90
Smith Valley Fire Department, FDID/ORI 07013	\$5,500.00	\$20,305.77	\$25,805.77
Three Rivers EMS, FDID/ORI 0722	\$5,500.00	\$53,095.25	\$58,595.25
Whitefish Fire Department, FDID/ORI 07002	\$5,500.00	\$56,966.78	\$62,466.78
Total:	\$49,500.00	\$388,970.09	\$438,470.09

** Per June 18, 2019 EMS Administrative Board Minutes Olney Fire is no longer eligible for readiness or response funds and their portion of readiness funds were equally reallocated to the other transort agencies.

Reconciliation/Validation of Calculations:

Total Available:	\$492,938.99
Minus Readiness for Transport Agencies	\$ 49,500.00
Minus Readiness for QRUs	\$ 11,250.00
Minus Response from Transport Agencies	\$ 388,970.09
Minus Response from QRUs	\$ 43,218.90

Remaining Balance: **\$0.00** **NO VARIANCE**

Authorized By: _____	Per Meeting Minutes
Approved for Distribution by the EMS Administrative Board on:	11-Jun-24



COLUMBIA FALLS

MONTANA

Item No.9.

City Council Agenda Item Summary

Title: Resolution 1939: Wastewater Treatment Plant Project – State Revolving Fund

Date: April 18, 2025

Staff Contact: City Manager and Susan N.

AGENDA ITEM SUMMARY:

Resolution relating to \$750,000 Sewer System Revenue Bonds to fund ongoing Wastewater treatment (WWTP) expansion and modernization project.

BACKGROUND:

The State of Montana established a revolving loan program to be administered by Department of Natural Resources and Conservation (DNRC) and Department of Environmental Quality (DEQ) to manage state and federal funds for the purposes established in the federal Water Pollution Control Act (“Clean Water Act”).

City applied to the DNRC for the 2025 Loans from the Revolving Fund to finance a portion of the costs of the 2025 WWTP project.

DESCRIPTION OF THE 2025 PROJECT

The 2025 Project generally consists of the design, engineering, construction and installation of various improvements to the City’s wastewater treatment system, including but not limited to, collection system improvements and improvements to the City’s wastewater treatment plant, and related improvements.

ESTIMATED 2025 PROJECT BUDGET

	ARPA Minimum Allocation	ARPA Competitive Grant	ARPA Local Fiscal Recovery Funds	Series 2025A Bond	Series 2025B Bond	Local Contribution	TOTAL
Office Cost						\$2,472.84	\$2,472.84
Bond Counsel						\$15,000.00	\$15,000.00
Audit Fees						\$2,527.16	\$2,527.16
Debt Service Reserve						\$11,957.00	\$11,957.00
Project Management (Engineering)	\$50,000.00					\$39,571.51	\$89,571.51
Preliminary Engineering Design						\$41,522.00	\$41,522.00
Final Engineering Design	\$320,200.00		\$133,339.00			\$20,753.00	\$474,292.00
Construction Inspection Eng.		\$210,000.00	\$89,880.00				\$299,880.00
Construction	\$506,986.00	\$1,790,000.00	\$1,182,257.00	\$367,500.00	\$382,500.00	\$998,405.00	\$5,227,648.00
Contingency						\$303,667.00	\$303,667.00
TOTAL PROJECT BUDGET	\$877,186.00	\$2,000,000.00	\$1,405,476.00	\$367,500.00	\$382,500.00	\$1,435,875.51	\$6,468,537.51

FINANCIAL CONSIDERATIONS:

DNRC offered to make two loans totaling \$750,000 to augment other grant and local funding.

- **Series 2025A Bond** of \$367,500 at 0.00% interest will be forgiven if the City satisfies certain conditions.
 - Non-Compliance: If the DNRC delivers a Noncompliance Statement, then Schedule B to the Series 2025A Bond shall continue to reflect interest and surcharges on amounts advanced at the rate of 2.50%.
- **Series 2025B Bond** of \$382,500 at 2.50% interest for 20 years.

STAFF RECOMMENDATION: Adopt Resolution**SUGGESTED MOTION:**

Motion to adopt Resolution 1939 – Resolution relating to \$750,000 Sewer System Bonds..

ATTACHMENTS:

- 1) Draft Resolution 1939

CERTIFICATE AS TO RESOLUTION AND ADOPTING VOTE

I, the undersigned, being the duly qualified and acting recording officer of the City of Columbia Falls, Montana (the “City”), hereby certify that the attached resolution is a true copy of Resolution No. 1939, entitled: “SUPPLEMENTAL RESOLUTION RELATING TO \$750,000 SEWER SYSTEM REVENUE BONDS (DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM), CONSISTING OF \$367,500 SUBORDINATE LIEN TAXABLE SERIES 2025A BOND AND \$382,500 SERIES 2025B BOND; AUTHORIZING THE ISSUANCE AND FIXING THE TERMS AND CONDITIONS THEREOF” (the “Resolution”), on file in the original records of the City in my legal custody; that the Resolution was duly adopted by the City Council of the City at a meeting on April 21, 2025, and that the meeting was duly held by the City Council and was attended throughout by a quorum, pursuant to call and notice of such meeting given as required by law; and that the Resolution has not as of the date hereof been amended or repealed.

I further certify that, upon vote being taken on the Resolution at said meeting, the following Council members voted in favor thereof: _____

_____; voted against the same: _____

_____; abstained from voting thereon: _____; or were absent: _____.

WITNESS my hand officially this day of April, 2025.

City Clerk

SUPPLEMENTAL RESOLUTION #1939

Relating to

**\$750,000
SEWER SYSTEM REVENUE BONDS
(DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM)
CONSISTING OF
\$367,500 SUBORDINATE LIEN TAXABLE SERIES 2025A BOND,
AND \$382,500 SERIES 2025B BOND**

CITY OF COLUMBIA FALLS, MONTANA

Adopted: April 21, 2025

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(For convenience only, not a part of this Supplemental Resolution)

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RESOLUTION NO. _____

SUPPLEMENTAL RESOLUTION RELATING TO \$750,000 SEWER SYSTEM REVENUE BONDS (DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM), CONSISTING OF \$367,500 SUBORDINATE LIEN TAXABLE SERIES 2025A BOND AND \$382,500 SERIES 2025B BOND; AUTHORIZING THE ISSUANCE AND FIXING THE TERMS AND CONDITIONS THEREOF

RECITALS:

WHEREAS, pursuant to the Water Pollution Control State Revolving Fund Act, Montana Code Annotated, Title 75, Chapter 5, Part 11, as amended (the “State Act”), the State of Montana (the “State”) has established a revolving loan program (the “Program”) to be administered by the Department of Natural Resources and Conservation of the State of Montana, an agency of the State (the “DNRC”), and by the Department of Environmental Quality of the State of Montana, an agency of the State (the “DEQ”), and has provided that a water pollution control state revolving fund (the “Revolving Fund”) be created within the state treasury and all federal, state and other funds for use in the Program be deposited into the Revolving Fund, including, but not limited to, all federal grants for capitalization of a state water pollution control revolving fund under the federal Water Pollution Control Act (the “Clean Water Act”), all repayments of assistance awarded from the Revolving Fund, interest on investments made on money in the Revolving Fund and payments of principal of and interest on loans made from the Revolving Fund; and

WHEREAS, the State Act provides that funds from the Program shall be disbursed and administered for the purposes set forth in the Clean Water Act and according to rules adopted by the DEQ and the DNRC; and

WHEREAS, the current EPA Capitalization Grant (as hereinafter defined) requires that loans under the Program funded in whole or in part by such grant in the aggregate and not on a loan-by-loan basis be structured in such a way that a percentage of the total proceeds of such grant be subject to loan forgiveness; and

WHEREAS, the City of Columbia Falls, Montana (the “Borrower”) has applied to the DNRC for the 2025 Loans (as hereinafter defined) from the Revolving Fund to enable the Borrower to finance, refinance or reimburse itself for a portion of the costs of the 2025 Project (as hereinafter defined), which will carry out the purposes of the Clean Water Act; and

WHEREAS, the DNRC offered to make loans in the total principal amount of \$750,000 available to the Borrower, with one loan in the amount of \$367,500 contemplated to be forgiven in the event the Borrower satisfies certain conditions; and

WHEREAS, the Borrower contemplates issuing bonds in two series, one a Series 2025A Bond in the maximum principal amount of \$367,500 (the “Series 2025A Bond”), and the other a Series 2025B Bond in the maximum principal amount of \$382,500 (the “Series 2025B Bond”); and

WHEREAS, provided that the Borrower complies with certain conditions for principal forgiveness, the Borrower's obligation to repay the Series 2025A Bond will be forgiven; and

WHEREAS, the Borrower is authorized under the Original Resolution (as hereinafter defined), applicable laws, ordinances and regulations to adopt this Supplemental Resolution and to issue the Series 2025 Bonds (as hereinafter defined) to evidence the 2025 Loans (as hereinafter defined) for the purposes set forth herein; and

WHEREAS, the DNRC will fund: (i) the 2025A Loan (as hereinafter defined) entirely from proceeds of the EPA Capitalization Grant, and (ii) the 2025B Loan (as hereinafter defined) in part, directly or indirectly, from proceeds of the EPA Capitalization Grant, proceeds of the State's General Obligation Bonds (Water Pollution Control State Revolving Fund Program), and/or Recycled Money (as hereinafter defined).

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

ARTICLE I

DEFINITIONS, RULES OF CONSTRUCTION AND APPENDICES

Section 1.1 **Definitions.** Unless a different meaning clearly appears from the context, terms used with initial capital letters but undefined in this Supplemental Resolution shall have the meanings given them in the Original Resolution, the Indenture, or as follows:

“Accountant” or “Accountants” means an independent certified public accountant or a firm of independent certified public accountants satisfactory to the DNRC.

“Acquisition and Construction Account” means the account created in the Sewer System Fund established pursuant to Sections 11.1 and 11.2 of the Original Resolution.

“Administrative Expense Surcharge” means, (i) in respect of the 2025B Loan, in any event, and (ii) in respect of the 2025A Loan, upon the delivery of a Noncompliance Statement as provided herein, a surcharge equal to twenty-five hundredths of one percent (0.25%) per annum on the outstanding principal amount of the 2025 Loans from the date of each advance thereof, payable on the same dates that payments of interest on the 2025 Loans are due.

“Authorized DNRC Officer” means the Director of the DNRC or his or her designee.

“Bond Counsel” means any Counsel nationally recognized as experienced in matters relating to the issuance by states or political subdivisions of tax-exempt obligations, selected by the Borrower and acceptable to the DNRC.

“Bond Register” means, with respect to the Series 2025 Bonds, the registration books maintained by the Registrar pursuant to Section 8.4 of this Supplemental Resolution.

“Bonds” means the Series 2009B Bond, the Series 2009C Bond, the Series 2025B Bond, and any additional Bonds. “Bonds” does not include the Series 2025A Bond.

“Borrower” means the City of Columbia Falls, Montana, or any permitted successor or assign.

“Business Day” means any day which is not a Saturday or Sunday, a legal holiday in the State or a day on which banks in the State are authorized or required by law to close.

“Clean Water Act” means the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251-1387, as amended, and all regulations, rules and interpretations issued by the EPA thereunder.

“Closing” means the date of delivery of the Series 2025 Bonds to the DNRC.

“Code” means the Internal Revenue Code of 1986, as amended.

“Collateral Documents” means any security agreement, guaranty or other document or agreement delivered to the DNRC securing the obligations of the Borrower under this Supplemental Resolution and the Series 2025 Bonds. If no Collateral Documents secure such obligations, any reference to Collateral Documents in this Supplemental Resolution shall be without effect.

“Committed Amount” means, collectively, the 2025A Committed Amount and the 2025B Committed Amount.

“Compliance Certificate and Request” means the certificate and request substantially in the form of the attached Appendix D.

“Consultant” means a nationally recognized consultant or firm of consultants, or an independent engineer or firm of independent engineers, or an Accountant, which in any case is qualified and has skill and experience in the preparation of financial feasibility studies or projections for facilities similar to the System or the 2025 Project, selected by the Borrower and satisfactory to the DNRC.

“Council” means the City Council of the Borrower.

“Counsel” means an attorney duly admitted to practice law before the highest court of any state and satisfactory to the DNRC.

“Debt” means, without duplication, in respect of the System, (1) indebtedness of the Borrower for borrowed money or for the deferred purchase price of property or services; (2) the obligation of the Borrower as lessee under leases which should be recorded as capital leases under generally accepted accounting principles; and (3) obligations of the Borrower under direct or indirect guarantees in respect of, and obligations (contingent or otherwise) to purchase or otherwise acquire, or otherwise to assure a creditor against loss in respect of, indebtedness or obligations of others of the kinds referred to in clause (1) or (2) above.

“DEQ” means the Department of Environmental Quality of the State of Montana, an agency of the State, or any successor to its powers, duties and obligations under the State Act or the EPA Agreements.

“Determination Statement” means a Forgiveness Statement or a Noncompliance Statement.

“DNRC” means the Department of Natural Resources and Conservation of the State of Montana, an agency of the State, and any successor to its powers, duties and obligations under the State Act.

“Enabling Act” means Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as amended.

“EPA” means the Environmental Protection Agency, an agency of the United States of America, and any successor to its functions under the Clean Water Act.

“EPA Agreements” means all capitalization grant agreements and other written agreements between the DEQ, the DNRC and the EPA concerning the Program.

“EPA Capitalization Grant” means a grant of funds to the State by the EPA under Title VI of the Clean Water Act and any grant made available by the EPA for deposit in the Revolving Fund pursuant to Section 205(m) of the Clean Water Act.

“Forgiveness Statement” means a written statement delivered to the Borrower by the DNRC in response to a Compliance Certificate and Request that the Borrower’s obligation to repay the principal of the Series 2025A Bond is forgiven.

“Fund” means the Sewer System Fund established pursuant to Section 11.1 of the Original Resolution.

“Government Obligations” means direct obligations of, or obligations the principal of and the interest on which are fully and unconditionally guaranteed as to payment by, the United States of America.

“Governmental Unit” means governmental unit as such term is used in Section 145(a) of the Code.

“Indenture” means the Indenture of Trust, dated as of June 1, 1991, between the Board of Examiners of the State and the Trustee, as such may be supplemented or amended from time to time in accordance with the provisions thereof, pursuant to which, among other things, the State Bonds are to be or have been issued.

“Loan Loss Reserve Surcharge” means, (i) in respect of the 2025B Loan, in any event, and (ii) in respect of the 2025A Loan, upon the delivery of a Noncompliance Statement as provided herein, a surcharge equal to twenty-five hundredths of one percent (0.25%) per annum on the outstanding principal amount of the 2025 Loans from the date of each advance thereof, payable by the Borrower the same dates that payments of interest on the 2025 Loans are due.

“Loan Repayments” means the periodic payments of principal of and interest on the 2025B Loan, and, if the DNRC delivers a Noncompliance Statement, the 2025A Loan, as set out more particularly in Section 5.1 hereof.

“Net Revenues” means the entire amount of the gross revenues of the System (as described in Section 11.1 of the Original Resolution) remaining upon each such monthly apportionment, after crediting to the Operating Account the amount required by the Resolution, including sums required to maintain the Operating Reserve in the minimum amount required by Section 11.3 of the Original Resolution.

“Noncompliance Statement” means a written statement delivered to the Borrower by the DNRC that the Borrower’s obligation to repay the principal of the Series 2025A Bond is not forgiven.

“Operating Account” means the account created in the Sewer System Fund established pursuant to Sections 11.1 and 11.3 of the Original Resolution.

“Opinion of Bond Counsel” means a written opinion of Bond Counsel.

“Original Resolution” means Resolution No. 1212, adopted by the Council on September 11, 2000.

“Payment Date” means, with respect to the 2025B Loan, each January 1 and July 1 during the term of the 2025B Loan on which a payment of interest or principal and interest is due, as determined under this Supplemental Resolution and the Series 2025B Bond, and, if a Noncompliance Statement is delivered with respect to the 2025A Loan, each January 1 and July 1 during the term of the 2025A Loan on which a payment of interest or principal and interest is due, as determined under this Supplemental Resolution and the Series 2025A Bond.

“Person” means any individual, corporation, partnership, joint venture, limited liability company, limited liability partnership, association, joint stock company, trust, unincorporated organization or Public Entity.

“Program” means the Water Pollution Control State Revolving Fund Program established by the State Act.

“Project” means an improvement, betterment, reconstruction or extension of the System, including the 2025 Project.

“Public Entity” means a city, town, county, irrigation district, drainage district, county water and sewer district, a soil conservation district, political or administrative subdivision of State government or other public body established by State law or an Indian tribe that has a federally recognized governing body carrying out substantial governmental duties and powers over any area.

“Recycled Money” means payments and prepayments of principal of loans made under the Program, and any other amounts transferred to the Principal Subaccount in the Revenue Subaccount in the State Allocation Account (as such terms are defined in the Indenture).

“Registrar” means, with respect to the Series 2025 Bonds, the City Finance Director or any successor appointed pursuant to this Supplemental Resolution, and, with respect to any other series of Bonds, the Person or Persons designated in the Supplemental Resolution authorizing the issuance of such Bonds.

“Regulations” means the Treasury Department, Income Tax Regulations, whether final, temporary, or proposed, promulgated under the Code or otherwise applicable to the Series 2025 Bonds.

“Replacement and Depreciation Account” means the account created in the Sewer System Fund established pursuant to Sections 11.1 and 11.6 of the Original Resolution.

“Reserve Account” means the account created in the Sewer System Fund established pursuant to Sections 11.1 and 11.5 of the Original Resolution.

“Reserve Requirement” means, as of the date of calculation, an amount equal to one-half the sum of the highest amount of principal and interest payable on all outstanding Bonds in any one future fiscal year (giving effect to mandatory sinking fund redemption, if any).

“Resolution” means the Original Resolution, as amended and supplemented by Resolution Nos. 1576 and 1643, adopted by the Council on October 19, 2009 and October 15, 2012, respectively, and this Supplemental Resolution, and as it may be further amended and supplemented in accordance with its terms.

“Revenue Bond Account” means the account created in the Sewer System Fund established pursuant to Sections 11.1 and 11.4 of the Original Resolution.

“Revolving Fund” means the Water Pollution Control State Revolving Fund created pursuant to the State Act.

“Series 2009B Bond” means the Borrower’s Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2009B, issued to the DNRC pursuant to the Resolution as then in effect.

“Series 2009C Bond” means the Borrower’s First Amended and Restated Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2009C, issued to the DNRC pursuant to the Resolution as then in effect.

“Series 2025 Bonds” means, collectively, the Series 2025A Bond and the Series 2025B Bond.

“Series 2025A Bond” means the \$367,500 Subordinate Lien Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Taxable Series 2025A, issued to the DNRC to evidence the 2025A Loan.

“Series 2025B Bond” means the \$382,500 Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2025B, issued to the DNRC to evidence the 2025B Loan.

“Sewer System Fund” means the fund created by Section 11.1 of the Original Resolution.

“State” means the State of Montana.

“State Act” means Montana Code Annotated, Title 75, Chapter 5, Part 11, as amended from time to time.

“State Bonds” means the State’s General Obligation Bonds (Water Pollution Control State Revolving Fund Program), issued or to be issued pursuant to the Indenture.

“Subordinate Obligations” means the means any subordinate lien obligations issued under Section 10.4 of the Original Resolution, including the Series 2025A Bond.

“Supplemental Resolution” means this Resolution No. _____ of the Borrower adopted on April 21, 2025.

“Surplus Account” means the account created in the Sewer System Fund established pursuant to Sections 11.1 and 11.7 of the Original Resolution.

“Surplus Net Revenues” means that portion of the Net Revenues in excess of the current requirements of the Operating Account, the Revenue Bond Account and the Reserve Account.

“System” means the sewer system of the Borrower and all extensions, improvements and betterments thereof, including, without limitation, the 2025 Project.

“Trustee” means U.S. Bank Trust Company, National Association, in Seattle, Washington, or any successor trustee under the Indenture.

“2025 Loans” or “Loan” means, collectively, the 2025A Loan and 2025B Loan.

“2025 Project” means the facilities, improvements and activities financed, refinanced or the cost of which is being financed by or reimbursed to the Borrower in part with proceeds of the 2025 Loans, described in Appendix A hereto.

“2025A Committed Amount” means the amount of the 2025A Loan committed to be lent by the DNRC to the Borrower pursuant to Section 4.1 of this Supplemental Resolution, as such amount may be reduced pursuant to Section 3.2 and Section 3.4 of this Supplemental Resolution.

“2025A Loan” means the loan made to the Borrower by the DNRC pursuant to the Program in the maximum amount of the 2025A Committed Amount to provide funds to pay a portion of the costs of the 2025 Project payable under the Program.

“2025B Committed Amount” means the amount of the 2025B Loan committed to be lent by the DNRC to the Borrower pursuant to Section 4.1 of this Supplemental Resolution, as such amount may be reduced pursuant to Section 3.2 and Section 3.4 of this Supplemental Resolution.

“2025B First Advance” means the first advance of funds of the 2025B Loan by the DNRC to the Borrower in an amount of at least \$19,126.

“2025B Loan” means the loan made to the Borrower by the DNRC pursuant to the Program in the maximum amount of the 2025B Committed Amount to provide funds to pay a portion of the costs of the 2025 Project payable under the Program.

Section 1.2 Other Rules of Construction. For all purposes of this Supplemental Resolution, except where the context clearly indicates otherwise:

- (a) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted government accounting standards.
- (b) Terms in the singular include the plural and vice versa.
- (c) All references to time shall refer to Helena, Montana time, unless otherwise provided herein.
- (d) All references to mail shall refer to first-class mail postage prepaid.
- (e) Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders.
- (f) “Or” is not exclusive, but is intended to permit or encompass one, more or all of the alternatives conjoined.

Section 1.3 Appendices. Attached to this Supplemental Resolution and hereby made a part hereof are the following Appendices:

- Appendix A: a description of the 2025 Project and estimated budget for the 2025 Project;
- Appendix B-1: the form of the Series 2025A Bond;
- Appendix B-2: the form of the Series 2025B Bond;
- Appendix C: additional agreements, representations, and covenants of the Borrower; and
- Appendix D: form of Compliance Certificate and Request.

ARTICLE II

AUTHORIZATION, FINDINGS, REPRESENTATIONS AND COVENANTS

Section 2.1 Authorization and Findings.

- (a) Authorization. Under the Enabling Act, the Borrower is authorized to sell and issue its revenue bonds payable during a term not exceeding forty years from their date of issue, to provide funds for the reconstruction, improvement, betterment and extension of a municipal sewer system or to refund bonds issued for such purposes; provided that the bonds and the interest thereon are to be payable solely out of the income and revenues to be derived from rates, fees and charges for the services, facilities and commodities furnished by the sewer system, and are not to create

any obligation for the payment of which taxes may be levied except to pay for services provided by the undertaking to the Borrower.

(b) The System. The Borrower, pursuant to the Enabling Act and other laws of the State, has established and presently owns and operates the System.

(c) The 2025 Project. After investigation of the facts and as authorized by the Enabling Act, this Council has determined it to be necessary and desirable and in the best interests of the Borrower to construct the 2025 Project.

(d) Outstanding Bonds. Pursuant to the Enabling Act and the Resolution, the Borrower has outstanding and there are outstanding its Series 2009B Bond and Series 2009C Bond, which was issued to finance improvements to the System or refinance Bonds issued to finance improvements to the System. The Series 2009B Bond and the Series 2009C Bond are a parity Bond payable from and secured by Net Revenues of the System. No other bonds or indebtedness are currently outstanding that are payable from Net Revenues of the System.

(e) Additional Bonds. The Borrower reserved the right under Section 10.3 of the Original Resolution to issue additional Bonds payable from the Revenue Bond Account of the Sewer System Fund on a parity as to both principal and interest with the outstanding Bonds under certain conditions, including the requirement that the Net Revenues of the System for the last complete fiscal year preceding the date of issuance of such additional Bonds, adjusted as provided in Section 10.3 of the Original Resolution, equal at least 110% of the maximum amount of principal and interest payable from the Revenue Bond Account in any future fiscal year during the term of the outstanding Bonds, on all Bonds then outstanding and on the additional Bonds proposed to be issued.

For the purpose of the foregoing computation, the Net Revenues for the fiscal year preceding the issuance of the additional Bonds shall be those shown by the financial reports caused to be prepared by the Borrower pursuant to the Original Resolution, except that if the rates and charges for services provided by the System or finally authorized to go into effect within 60 days after the issuance of the additional Bonds have been changed since the beginning of such preceding fiscal year, then the rates and charges in effect at the time of issuance of the additional Bonds shall be applied to the quantities of service actually rendered and made available during such preceding fiscal year to ascertain the gross revenues, from which there shall be deducted to determine the Net Revenues, the actual operation and maintenance cost plus any additional annual costs of operation and maintenance the City or its engineer estimate will be incurred because of the improvement or extension of the System to be constructed from the proceeds of the additional Bonds proposed to be issued. In no event shall any additional Bonds be issued and made payable from the Revenue Bond Account if the Borrower is then in default in any payment of principal of or interest on any outstanding Bonds payable therefrom, or if there then exists any deficiency in the balances required by the Original Resolution to be maintained in any of the accounts of the Fund, which will not be cured or restored upon the issuance of the additional Bonds.

In addition, the Borrower reserved the right under Section 10.4 of the Original Resolution to issue Subordinate Obligations. For the purposes of the determination and certificate described in the following paragraph, principal of and interest on the 2025A Loan are disregarded.

Based on the Net Revenues for the Fiscal Year ended June 30, 2024, it is hereby determined that the Borrower is authorized to issue the Series 2025B Bond as an additional Bond in the maximum principal amount of \$382,500, and the Mayor, City Finance Director, and the City Clerk are authorized and directed to execute and deliver a certificate to that effect in connection with the closing.

The Borrower acknowledges and agrees that if it fails to deliver timely an acceptable Compliance Certificate and Request as provided in Section 5.1 of this Supplemental Resolution as determined in the sole and complete discretion of the DNRC, then principal and interest and surcharges will become due and owing on the Series 2025A Bond as provided in Section 5.1 of this Supplemental Resolution, and the Borrower shall thereupon, and in any event no later than three (3) months after delivery of a Noncompliance Statement, to the extent required by Section 6.7 of the Original Resolution, as amended hereby, adjust its schedule of fees, rates, and charges applicable to the System to cause Net Revenues and Surplus Net Revenues to be produced in an amount at least equal to that required by the Resolution.

Section 2.2 Representations. The Borrower represents as follows:

(a) **Organization and Authority.** The Borrower:

(1) is duly organized and validly existing as a municipal corporation and political subdivision of the State;

(2) has all requisite power and authority and all necessary licenses and permits required as of the date hereof to own and operate the System and to carry on its current activities with respect to the System, to adopt this Supplemental Resolution and to enter into the Collateral Documents and to issue the Series 2025 Bonds and to carry out and consummate all transactions contemplated by this Supplemental Resolution, the Series 2025 Bonds and the Collateral Documents;

(3) is a Governmental Unit and a Public Entity; and

(4) has taken all proper action to authorize the execution, delivery and performance of its obligations under this Supplemental Resolution, the Series 2025 Bonds and the Collateral Documents and the incurrence of the Debt evidenced by the Series 2025 Bonds in the maximum amount of the Committed Amount.

(b) **Litigation.** There is no litigation or proceeding pending, or to the knowledge of the Borrower threatened, against or affecting the Borrower in any court or before or by any governmental authority or arbitration board or tribunal that, if adversely determined, would materially and adversely affect the existence, corporate or otherwise, of the Borrower, or the ability of the Borrower to make all payments and otherwise perform its obligations under this Supplemental Resolution, the Series 2025 Bonds and the Collateral Documents, or the financial condition of the Borrower, or the transactions contemplated by this Supplemental Resolution, the Series 2025 Bonds and the Collateral Documents or the validity and enforceability of this Supplemental Resolution, the Series 2025 Bonds and the Collateral Documents. No referendum

petition has been filed with respect to any resolution or other action of the Borrower relating to the 2025 Project, the Series 2025 Bonds or any Collateral Documents.

(c) Borrowing Legal and Authorized. The adoption of this Supplemental Resolution, the execution and delivery of the Series 2025 Bonds and the Collateral Documents and the consummation of the transactions provided for in this Supplemental Resolution, the Series 2025 Bonds and the Collateral Documents and compliance by the Borrower with the provisions of this Supplemental Resolution, the Series 2025 Bonds and the Collateral Documents:

(1) are within the powers of the Borrower and have been duly authorized by all necessary action on the part of the Borrower; and

(2) do not and will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Borrower pursuant to any ordinance, resolution, indenture, loan agreement or other agreement or instrument (other than this Supplemental Resolution and any Collateral Documents) to which the Borrower is a party or by which the Borrower or its property may be bound, nor will such action result in any violation of the provisions of the charter or similar document, if applicable, of the Borrower, or any laws, ordinances, governmental rules or regulations or court or other governmental orders to which the Borrower, its properties or operations are subject.

(d) No Defaults. No event has occurred and no condition exists that, upon execution and delivery of the Series 2025 Bonds and the Collateral Documents, would constitute a default under the Resolution or the Collateral Documents. The Borrower is not in violation of any term of any agreement, bond resolution, trust indenture, charter or other instrument to which it is a party or by which it or its property may be bound which violation would materially and adversely affect the transactions contemplated hereby or the compliance by the Borrower with the terms of the Resolution or of the Series 2025 Bonds and the Collateral Documents.

(e) Governmental Consent. The Borrower has obtained or made all permits, findings and approvals required to the date of adoption of this Supplemental Resolution by any governmental body or officer for the making and performance by the Borrower of its obligations under this Supplemental Resolution, the Series 2025 Bonds and the Collateral Documents or for the 2025 Project, the financing or refinancing thereof or the reimbursement of the Borrower for the costs thereof. No consent, approval or authorization of, or filing, registration or qualification with, any governmental authority (other than those, if any, already obtained) is required on the part of the Borrower as a condition to adopting this Supplemental Resolution, issuing the Series 2025 Bonds or entering into the Collateral Documents and the performance of the Borrower's obligations hereunder and thereunder.

(f) Binding Obligation. This Supplemental Resolution, the Series 2025 Bonds and any Collateral Document to which the Borrower is a party are the valid and binding special, limited obligations and agreements of the Borrower, enforceable against the Borrower in accordance with their terms, except to the extent that the enforceability thereof may be limited by laws relating to bankruptcy, moratorium, reorganization, insolvency or similar laws affecting creditors' rights and general principles of equity.

(g) The 2025 Project. The 2025 Project consists and will consist of the facilities, improvements and activities described in Appendix A, as such Appendix A may be amended from time to time in accordance with Article III of this Supplemental Resolution.

(h) Full Disclosure. There is no fact that the Borrower has not specifically disclosed in writing to the DNRC that materially and adversely affects or (so far as the Borrower can now foresee), except for pending or proposed legislation or regulations that are a matter of general public information, that will materially and adversely affect the properties, operations and finances of the System, the Borrower's status as a Public Entity and Governmental Unit, its ability to own and operate the System in the manner it is currently owned and operated or the Borrower's ability to perform its obligations under this Supplemental Resolution, the Series 2025 Bonds and the Collateral Documents and to pledge any revenues or other property pledged to the payment of the Series 2025 Bonds.

(i) Compliance With Law. The Borrower:

(1) is in compliance with all laws, ordinances, governmental rules and regulations and court or other governmental orders, judgments and decrees to which it is subject and which are material to the properties, operations and finances of the System or its status as a Public Entity and Governmental Unit; and

(2) has obtained all licenses, permits, franchises or other governmental authorizations necessary to the ownership of the System and the operation thereof and agrees to obtain all such licenses, permits, franchises or other governmental authorizations as may be required in the future for the System and the operation thereof, which failure to obtain might materially and adversely affect the ability of the Borrower to conduct the operation of the System as presently conducted or the condition (financial or otherwise) of the System or the Borrower's ability to perform its obligations under this Supplemental Resolution, the Series 2025 Bonds and the Collateral Documents.

Section 2.3 Covenants.

(a) Insurance. In addition to the requirements of Section 2.2 of the Original Resolution, the Borrower at all times shall keep and maintain with respect to the System property and casualty insurance and liability insurance with financially sound and reputable insurers, or self-insurance as authorized by State law, against such risks and in such amounts, and with such deductible provisions, as are customary in the State in the case of entities of the same size and type as the Borrower and similarly situated and shall carry and maintain, or cause to be carried and maintained, and pay or cause to be paid timely the premiums for all such insurance. Nothing herein shall be construed to prohibit or preclude the Borrower from self-insuring or participating in a self-insurance program in compliance with the provisions of Montana law. All such insurance policies shall name the DNRC as an additional insured to the extent permitted under the policy or program of insurance of the Borrower. Each policy must provide that it cannot be cancelled by the insurer without giving the Borrower and the DNRC 30 days' prior written notice. The Borrower shall give the DNRC prompt notice of each insurance policy it obtains or maintains to comply with this Section 2.3(a) and of each renewal, replacement, change in coverage or deductible under or amount of or cancellation of each such insurance policy and the

amount and coverage and deductibles and carrier of each new or replacement policy. Such notice shall specifically note any adverse change as being an adverse change. The Borrower shall deliver to the DNRC at Closing a certificate providing the information required by this Section 2.3(a).

(b) Right of Inspection and Notice of Change of Location. The DNRC, the DEQ and the EPA and their designated agents shall have the right at all reasonable times during normal business hours and upon reasonable notice to enter into and upon the property of the Borrower for the purpose of inspecting the System or any or all books and records of the Borrower relating to the System.

(c) Further Assurance. The Borrower shall execute and deliver to the DNRC all such documents and instruments and do all such other acts and things as may be necessary or required by the DNRC to enable the DNRC to exercise and enforce its rights under this Supplemental Resolution, the Series 2025 Bonds and the Collateral Documents and to realize thereon, and record and file and re-record and refile all such documents and instruments, at such time or times, in such manner and at such place or places, all as may be necessary or required by the DNRC to validate, preserve and protect the position of the DNRC under this Supplemental Resolution, the Series 2025 Bonds and the Collateral Documents.

(d) Maintenance of Security; Recordation of Interest.

(1) The Borrower shall, at its expense, take all necessary action to maintain and preserve the lien and security interest of this Supplemental Resolution and the Collateral Documents so long as any amount is owing under this Supplemental Resolution or the Series 2025 Bonds;

(2) The Borrower shall forthwith, after the execution and delivery of the Series 2025 Bonds and thereafter from time to time, cause this Supplemental Resolution and any Collateral Documents granting a security interest in revenues or real or personal property and any financing statements or other notices or documents relating thereto to be filed, registered and recorded in such manner and in such places as may be required by law in order to perfect and protect fully the lien and security interest hereof and thereof and the security interest in them granted by this Supplemental Resolution and, from time to time, shall perform or cause to be performed any other act required by law, including executing or causing to be executed any and all required continuation statements and shall execute or cause to be executed any further instruments that may be requested by the DNRC for such perfection and protection; and

(3) Except to the extent it is exempt therefrom, the Borrower shall pay or cause to be paid all filing, registration and recording fees incident to such filing, registration and recording, and all expenses incident to the preparation, execution and acknowledgment of the documents described in subparagraph (2), and all federal or state fees and other similar fees, duties, imposts, assessments and charges arising out of or in connection with the execution and delivery of the Series 2025 Bonds and the Collateral Documents and the documents described in subparagraph (2).

(e) Additional Agreements. The Borrower covenants to comply with all representations, covenants, conditions and agreements, if any, set forth in Appendix C hereto.

(f) Financial Information. In addition to the covenants in Section 2.2(f) of the Original Resolution, the Borrower agrees that for each fiscal year it shall furnish to the DNRC and the DEQ, promptly when available:

(1) the preliminary budget for the System, with items for the 2025 Project shown separately; and

(2) when adopted, the final budget for the System, with items for the 2025 Project shown separately.

(g) Project Accounts. The Borrower shall maintain Project Accounts in accordance with generally accepted government accounting standards, and as separate accounts, as required by Section 602(b)(9) of the Clean Water Act.

(h) Records. After reasonable notice from the EPA or the DNRC, the Borrower shall make available to the EPA or the DNRC such records as the EPA or the DNRC reasonably requires to review and determine compliance with the Clean Water Act, as provided in Section 606(e) of the Clean Water Act.

(i) Compliance with Clean Water Act. The Borrower has complied and shall comply with all conditions and requirements of the Clean Water Act pertaining to the 2025 Loans and the 2025 Project and shall maintain sufficient financial, managerial and technical capability to continue to effect such compliance.

(j) Program Covenant. The Borrower agrees that neither it nor any “related person” to the Borrower (within the meaning of Section 147(a)(2) of the Code) shall, whether pursuant to a formal or informal arrangement, acquire bonds issued by the State under the Indenture in an amount related to the amount of the Series 2025 Bonds.

Section 2.4 Covenants Relating to the Tax-Exempt Status of the State Bonds.

(a) The Borrower covenants and agrees that it will not use or permit to be used any of the proceeds of the Series 2025 Bonds or any other funds of the Borrower in respect of the 2025 Project or the Series 2025 Bonds, directly or indirectly, in a manner that would cause, or take any other action that would cause, any State Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code or would otherwise cause the interest on the State Bonds to be included in gross income for purposes of federal income taxation.

(b) The Borrower agrees that it will not enter into, or allow any “related person” (as defined in Section 147(a)(2) of the Code) to enter into, any arrangement, formal or informal, for the purchase of the State Bonds or any other obligations of the DNRC in an amount related to the amount of the 2025 Loans or the portion of the 2025 Loans derived directly or indirectly from proceeds of the State Bonds or that would otherwise cause any State Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code.

(c) The Borrower shall not use or permit the use of the 2025 Project directly or indirectly in any trade or business carried on by any Person who is not a Governmental Unit. For the purpose of this subparagraph, use as a member of the general public (within the meaning of the Regulations) shall not be taken into account and any activity carried on by a Person other than a natural person shall be treated as a trade or business.

(d) Any portion of the 2025 Project being refinanced or the cost of which is being reimbursed was acquired by and is now and shall, during the term of the 2025 Loans, be owned by the Borrower and not by any other Person. Any portion of the 2025 Project being financed shall be acquired by and shall, during the term of the 2025 Loans, be owned by the Borrower and not by any other Person. Notwithstanding the previous two sentences, the Borrower may transfer the 2025 Project or a portion thereof to another Governmental Unit which is also a Public Entity if such transfer is otherwise permitted under the Resolution and if such organization agrees with the DNRC to comply with Section 2.3(h), Section 2.3(i) and Section 2.4 of this Supplemental Resolution and if the DNRC receives an Opinion of Bond Counsel that such transfer will not violate the State Act or the Clean Water Act or adversely affect the exclusion of interest on the State Bonds from gross income or purposes of federal income taxation. In addition, except as otherwise provided in the Resolution or in any Collateral Documents, the Borrower may sell or otherwise dispose of any portion of the 2025 Project which has become obsolete or outmoded or is being replaced or for other reasons is not needed by the Borrower or beneficial to the general public or necessary to carry out the purposes of the Clean Water Act.

(e) At the Closing of the 2025 Loans, the DNRC will, if necessary to obtain the Opinion of Bond Counsel described in Section 7.05(a) of the Indenture, deliver to the Borrower instructions concerning compliance by the Borrower with the arbitrage rebate requirements of Section 148 of the Code (the "Arbitrage Rebate Instructions"). The Borrower shall comply with the Arbitrage Rebate Instructions, if any, delivered to it by the DNRC at Closing, as such Instructions may be amended or replaced by the DNRC from time to time. The Arbitrage Rebate Instructions may be amended or replaced by new Arbitrage Rebate Instructions delivered by the DNRC and accompanied by an Opinion of Bond Counsel to the effect that the use of said amended or new Arbitrage Rebate Instructions will not adversely affect the excludability of interest on the State Bonds or any Additional State Bonds (except State Bonds the interest on which the State did not intend to be excluded from gross income for federal income tax purposes) from gross income of the recipients thereof for federal income tax purposes.

(f) The Borrower agrees that during the term of the 2025 Loans it will not contract with or permit any Private Person to manage the 2025 Project or any portion thereof except according to a written management contract and upon delivery to the DNRC of an Opinion of Bond Counsel to the effect that the execution and delivery of such management contract will not violate the State Act or the Clean Water Act or adversely affect the exclusion of interest on State Bonds from gross income or purposes of federal income taxation.

(g) The Borrower may not lease the 2025 Project or any portion thereof to any Person other than a Nonexempt Person which agrees in writing with the Borrower and the State not to cause any default to occur under the Resolution; provided the Borrower may lease all or any portion of the 2025 Project to a Nonexempt Person pursuant to a lease which in the Opinion of

Bond Counsel delivered to the DNRC will not cause the interest on the State Bonds to be included in gross income for purposes of federal income taxation.

(h) The Borrower shall not change the use or nature of the 2025 Project if (i) such change will violate the Clean Water Act, or (ii) so long as the State Bonds are outstanding unless, in the Opinion of Bond Counsel delivered to the DNRC, such change will not result in the inclusion in gross income of interest on the State Bonds for federal income tax purposes.

Section 2.5 Maintenance of System; Liens. The Borrower shall maintain the System, including the 2025 Project, in good condition and make all necessary renewals, replacements, additions, betterments and improvements thereto. The Borrower shall not grant or permit to exist any lien on the 2025 Project or any other property making up part of the System, other than liens securing Debt where a parity or senior lien secures the Series 2025 Bonds; provided that this Section 2.5 shall not be deemed to be violated if a mechanic's or contractor's lien is filed against any such property so long as the Borrower uses its best efforts to obtain the discharge of such lien and promptly reports to the DNRC the filing of such lien and the steps it plans to take and does take to discharge of such lien.

Section 2.6 Maintenance of Existence; Merger, Consolidation, Etc.; Disposition of Assets. The Borrower shall maintain its corporate existence, except that it may consolidate with or merge into another Governmental Unit or permit one or more Governmental Units to consolidate with or merge into it or may transfer all or substantially all of its assets to another Governmental Unit and then dissolve if the surviving, resulting or transferee entity (if other than the Borrower) (i) is a Public Entity and (ii) assumes in writing all of the obligations of the Borrower under the Resolution, the Series 2025 Bonds and the Collateral Documents, and (a) such action does not result in any default in the performance or observance of any of the terms, covenants or agreements of the Borrower under the Resolution, the Series 2025 Bonds and the Collateral Documents, (b) such action does not violate the State Act or the Clean Water Act and does not adversely affect the exclusion of interest on the Series 2025 Bonds or the State Bonds from gross income for federal income tax purposes and (c) the Borrower delivers to the DNRC on the date of such action an Opinion of Bond Counsel that such action complies with this Section 2.6.

Other than pursuant to the preceding paragraph, the Borrower shall not transfer the System or any portion thereof to any other Person, except for property which is obsolete, outmoded, worn out, is being replaced or otherwise is not needed for the operation of the System, unless the provisions of (a) and (b) of the preceding paragraph are satisfied and the Borrower delivers to the DNRC an Opinion of Bond Counsel to that effect and, in addition, the DNRC consents to such transfer.

ARTICLE III

USE OF PROCEEDS; THE 2025 PROJECT

Section 3.1 Use of Proceeds. The Borrower shall apply the proceeds of the 2025 Loans from the DNRC solely as follows:

(a) The Borrower shall apply the proceeds of the 2025 Loans solely to the financing, refinancing or reimbursement of a portion of the costs of the 2025 Project as set forth in Appendix A hereto and this Section 3.1. The 2025 Loans will be disbursed in accordance with ARTICLE IV hereof and Article VII of the Indenture. If the 2025 Project has not been completed prior to Closing, the Borrower shall, as quickly as reasonably possible, complete the 2025 Project and expend proceeds of the 2025 Loans.

(b) No portion of the proceeds of the 2025 Loans shall be used to reimburse the Borrower for costs of a Project the construction or acquisition of which occurred or began earlier than March 7, 1985. In addition, if any proceeds of the 2025 Loans are to be used to reimburse the Borrower for 2025 Project costs paid prior to the date of adoption of this Supplemental Resolution, the Borrower shall have complied in respect of such expenditures with the requirements of Section 1.150-2 of the Regulations or any successor regulation thereto.

(c) Any Debt to be refinanced with proceeds of the 2025 Loans was incurred after March 7, 1985, or with respect to a Project the construction or acquisition of which began after March 7, 1985. No proceeds of the 2025 Loans shall be used for the purpose of refinancing an obligation the interest on which is exempt from federal income tax or excludable from gross income for purposes of federal income taxation unless the DNRC has received an Opinion of Bond Counsel, satisfactory to it, to the effect that such refinancing will not adversely affect the exclusion of interest on the State Bonds from gross income for purposes of federal income taxation.

Section 3.2 The 2025 Project. Set forth in Appendix A to this Supplemental Resolution is a description of the 2025 Project, which describes the property which has been or is to be acquired, installed, constructed or improved and the other activities, if any to be funded from the 2025 Loans (the 2025 Project may consist of more than one facility or activity), and an estimated budget relating to the 2025 Project. The 2025 Project may be changed and the description thereof in Appendix A may be amended from time to time by the Borrower but only after delivery to the DNRC of the following:

(a) A certificate of the Borrower setting forth the amendment to Appendix A and stating the reason therefor, including statements as to whether the amendment would cause an increase or decrease in the cost of the 2025 Project, an increase or decrease in the amount of proceeds of the 2025 Loans which will be required to complete the 2025 Project and whether the change will materially accelerate or delay the construction schedule for the 2025 Project;

(b) A written consent to such change in the 2025 Project by an Authorized DNRC Officer; and

(c) An Opinion or Opinions of Bond Counsel stating that the 2025 Project, as constituted after such amendment, is, and was at the time the State Bonds were issued, eligible for financing under the State Act and is, and was at the time the Series 2025 Bonds were issued, eligible for financing under the Enabling Act, such amendment will not violate the State Act or the Enabling Act and such amendment will not adversely affect the exclusion of interest on the State Bonds or the Series 2025 Bonds from gross income for purposes of federal income taxation. Such an Opinion of Bond Counsel shall not be required for amendments which do not affect the type of facility to be constructed or activity to be financed.

The Borrower acknowledges and agrees that an increase in the principal amount of the 2025 Loans may be made only upon an application to the DEQ, the DNRC and the Trustee, in such form as the DEQ shall specify, which is approved by the DEQ and the DNRC, in their sole and absolute discretion, and adoption by the governing body of the Borrower of a Supplemental Resolution authorizing the additional loan and delivery of written certifications by officers of the Borrower to the DEQ, the DNRC and the Trustee to the effect that all representations and covenants contained in this Supplemental Resolution as it may be so amended or supplemented are true as of the date of closing of the additional loan and compliance with applicable test for the incurrence of such debt. No assurance can be given that any additional loan funds will be available under the Program at the time of any such application or thereafter. The Borrower acknowledges and agrees that neither the DEQ, the DNRC, the Trustee nor any of their agents, employees or representatives shall have any liability to the Borrower and have made no representations to the Borrower as to the sufficiency of the 2025 Loans to pay costs of the 2025 Project or as to the availability of additional funds under the Program to increase the principal amount of the 2025 Loans.

Section 3.3 2025 Project Representations and Covenants. The Borrower hereby represents to and covenants with the DNRC that:

- (a) all construction of the 2025 Project has complied and will comply with all federal and state standards, including, without limitation, EPA regulations and standards;
- (b) all future construction of the 2025 Project will be done only pursuant to fixed price construction contracts. The Borrower shall obtain a performance and payment bond from the contractor for each construction contract in the amount of 100% of the construction price and ensure that such bond is maintained until construction is completed to the Borrower's, the DNRC's and the DEQ's satisfaction;
- (c) all future construction of the 2025 Project will be done in accordance with plans and specifications on file with the DNRC and the DEQ, provided that changes may be made in such plans and specifications with the written consent of an Authorized DNRC Officer and the DEQ;
- (d) all laborers and mechanics employed by contractors and subcontractors on the 2025 Project have been and will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code, as amended;
- (e) in the event the 2025 Project is required to comply with the American iron and steel provisions of the 2014 Act (defined below), all the iron and steel products used in the 2025 Project are produced in the United States in compliance with and within the meaning of the "American Iron and Steel" provisions of Section 436 of the Consolidated Appropriations Act of 2014 (P.L. 113-76), as amended (the "2014 Act"), as those provisions are further interpreted by applicable EPA guidance, except to the extent waivers to the American Iron and Steel requirements of the 2014 Act have been granted by the EPA;

(f) in the event the 2025 Project is required to comply with the provisions of BABA (defined below), all iron and steel, manufactured products, and construction materials used in the 2025 Project are produced in the United States in compliance with and within the meaning of the provisions of the Build America, Buy America Act (“BABA”) of the Infrastructure Investment and Jobs Act (P.L. 117-58, div. G, title IX, Nov. 15, 2021, 135 Stat. 1294, as amended by P.L. 117-67, div. B, title II, §10254, Aug. 9, 2022, 136 Stat. 1502, and as further amended), such provisions being at Sec. 70901 et seq. of the Infrastructure Investment and Jobs Act, as those provisions are further interpreted by applicable EPA guidance, except to the extent waivers to the requirements of BABA have been granted by the EPA;

(g) the 2025 Project is a project of the type permitted to be financed under the Enabling Act, the State Act and the Program and Title VI of the Clean Water Act; and

(h) the Borrower has commenced construction on the 2025 Project and will cause the 2025 Project to be completed as promptly as practicable with all reasonable dispatch, except only as completion may be delayed by a cause or event not reasonably within the control of the Borrower; it is estimated by the Borrower that the 2025 Project will be substantially completed by December 31, 2025.

Section 3.4 Completion or Cancellation or Reduction of Costs of the 2025 Project.

(a) Upon completion of the 2025 Project, the Borrower shall deliver to the DNRC a certificate stating that the 2025 Project is complete and stating the remaining amount, if any, of the Committed Amount. If Appendix A describes two or more separate projects as making up the 2025 Project, a separate completion certificate shall be delivered for each.

(b) If all or any portion of the 2025 Project is cancelled or reduced or its costs are reduced or for any other reason the Borrower will not require the full Committed Amount, the Borrower shall promptly notify the DNRC in writing of such fact and the amount of the Committed Amount that will not be needed.

(c) The Borrower may not request an advance on the 2025 Loans after the date that is 180 days following the date of substantial completion of the 2025 Project (such date, the “Loan Close Out Date”), and by no later than the Loan Close Out Date, the DNRC and the DEQ will close out and cease administering the 2025 Loans, unless an extension is granted in writing by and in the sole discretion of the DEQ.

ARTICLE IV

THE 2025 LOANS

Section 4.1 The 2025 Loans; Disbursement of 2025 Loans.

(a) The DNRC has agreed to lend to the Borrower, from time to time as the requirements of this Section 4.1 are met, an amount up to (i) \$367,500 (the “2025A Committed Amount”) for the purposes of financing, refinancing or reimbursing the Borrower for a portion of the costs of the 2025 Project, and (ii) \$382,500 (the “2025B Committed Amount”) for the purposes

of financing, refinancing or reimbursing the Borrower for a portion of the costs of the 2025 Project; provided the DNRC shall not be required to disburse any amounts to the Borrower after the Loan Close Out Date. The Committed Amount may be reduced as provided in Sections 3.2 and 3.4 of this Supplemental Resolution.

(b) The DNRC intends to disburse the 2025 Loans through the Trustee. In consideration of the issuance of the Series 2025 Bonds by the Borrower, the DNRC shall make, or cause the Trustee to make, a disbursement of all or a portion of the 2025 Loans upon receipt of the following documents:

(1) an Opinion of Bond Counsel as to the Series 2025A Bond and an Opinion of Bond Counsel as to the validity and enforceability of the Series 2025B Bond and the security therefor and stating in effect that interest on the Series 2025B Bond is not includable in gross income of the owner thereof for purposes of federal income taxation, in form and substance satisfactory to the DNRC;

(2) the Series 2025A Bond and the Series 2025B Bond, fully executed and authenticated;

(3) a certified copy of the Original Resolution, as amended to date, and this Supplemental Resolution;

(4) any other security instruments or documents required by the DNRC or DEQ as a condition to their approval of the 2025 Loans;

(5) if all or part of a Loan is being made to refinance a Project or reimburse the Borrower for the costs of a Project paid prior to the applicable Closing, evidence, satisfactory to the DNRC and the Bond Counsel referred to in subparagraph (1) above, (A) that the acquisition or construction of the Project was begun no earlier than March 7, 1985 or the debt was incurred no earlier than March 7, 1985, (B) of the Borrower's title to the Project, (C) of the costs of such Project and that such costs have been paid by the Borrower, and (D) if such costs were paid before adoption of this Supplemental Resolution, that the Borrower has complied with Section 1.150-2 of the Regulations;

(6) the items required by the Indenture for the portion of the 2025 Loans to be disbursed at Closing; and

(7) such other certificates, documents and other information as the DNRC, the DEQ or Bond Counsel may require (including any necessary arbitrage rebate instructions).

(c) In order to obtain a disbursement of a portion of the 2025 Loans to pay costs of the 2025 Project, the Borrower shall submit to the DNRC and the Trustee a signed request for disbursement on the form prescribed by the DNRC, with all attachments required by such form. The Borrower may obtain disbursements only for costs which have been legally incurred and are due and payable. All Loan disbursements will be made to the Borrower only upon proof that cost was incurred.

(d) From and after the 2025B First Advance, the 2025 Loans shall be disbursed as follows:

(1) First, the total amount of each advance will be split substantially equally between the 2025A Loan and the 2025B Loan, until the entire amount of the 2025A Loan is advanced; provided that the initial advance shall include the 2025B First Advance.

(2) Second, after the full amount of the 2025A Loan is advanced, all advances will be only from the 2025B Loan.

(e) The Borrower shall submit the request for the 2025B First Advance in the form required by the DNRC so that it is received in sufficient time for the DNRC to process the information by the date desired by the Borrower for the making of the 2025B First Advance. The Borrower shall not be entitled to, and the DNRC shall have no obligation to make, the 2025B First Advance or any subsequent advance of the 2025B Loan until such time as the Borrower shall have set aside and funded the Reserve Account in an amount then required to satisfy the Reserve Requirement.

(f) For refinancings, a disbursement schedule complying with the requirements of the Clean Water Act shall be established by the DNRC and the Borrower at Closing.

(g) If all or a portion of the 2025 Loans is made to reimburse a Borrower for Project costs paid by it prior to Closing, the Borrower shall present at Closing the items required by Section 4.1(b) of this Supplemental Resolution relating to such costs. The Trustee shall disburse such amounts to the Borrower pursuant to a disbursement schedule complying with the requirements of the Clean Water Act established by the DNRC and the Borrower at the Closing.

(h) Notwithstanding anything else provided herein, the Trustee shall not be obligated to disburse the 2025 Loans any faster or to any greater extent than it has available EPA Capitalization Grants, Bond proceeds and other amounts available therefor in the Revolving Fund. The DNRC shall not be required to do “overmatching” pursuant to Section 5.04(b) of the Indenture, but may do so in its discretion. The Borrower acknowledges that if 2025 Project costs are incurred faster than the Borrower projected at Closing, there may be delays in making 2025 Loan disbursements for such costs because of the schedule under which EPA makes EPA Capitalization Grant money available to the DNRC. The DNRC will use its reasonable best efforts to obtain an acceleration of such schedule if necessary.

(i) Upon making each 2025A Loan disbursement and 2025B Loan disbursement, the Trustee shall note such disbursement on Schedule A to the Series 2025A Bond and the Series 2025B Bond, respectively. A Schedule A reflecting the amount of the 2025B First Advance will first be attached to the Series 2025B Bond at Closing.

(j) The Borrower agrees that it will deposit in the Reserve Account upon receipt thereof, on the date of the 2025B First Advance and any subsequent disbursement dates, any proceeds of the 2025B Loan, borrowed for the purpose of increasing the balance in the Reserve Account to the Reserve Requirement. The Borrower intends to deposit into the Reserve Account

an amount equal to the Reserve Requirement applicable to the Series 2025B Bond at Closing from amounts on hand in the Fund. The Borrower further acknowledges and agrees that any portions of the 2025 Loans representing capitalized interest shall be advanced only on Payment Dates and shall be transferred by the Trustee on the Payment Date directly to the Revenue Bond Account. The amount of any such transfer shall be a credit against the interest payments due on the Series 2025 Bonds and interest thereon shall accrue only from the date of transfer.

(k) Compliance by the Borrower with its representations, covenants and agreements contained in the Original Resolution, including this Supplemental Resolution, and the Collateral Documents shall be a further condition precedent to the disbursement of the 2025 Loans in whole or in part. The DNRC and the Trustee, in their sole and absolute discretion, may make one or more disbursements, in whole or in part, notwithstanding such noncompliance, and without liability to make any subsequent disbursement of the 2025 Loans.

Section 4.2 Commencement of Loan Term. The Borrower's obligations under this Supplemental Resolution and the Collateral Documents shall commence on the date hereof unless otherwise provided in this Supplemental Resolution. However, the obligation to make payments under Article V hereof shall commence only upon the first disbursement by the Trustee of the proceeds of the 2025 Loans.

Section 4.3 Termination of Loan Term. The Borrower's obligations under this Supplemental Resolution and the Collateral Documents in respect of the Series 2025 Bonds shall terminate upon payment in full of all amounts due under the Series 2025 Bonds and this Supplemental Resolution; provided, however, that the covenants and obligations provided in Article VI and 4.01 of this Supplemental Resolution shall survive the termination of this Supplemental Resolution.

Section 4.4 Loan Closing Submissions. On or prior to the Closing, the Borrower will have delivered to the DNRC and the Trustee the closing submissions required by Section 7.05 of the Indenture.

ARTICLE V

REPAYMENT OF 2025 LOANS

Section 5.1 Repayment of 2025 Loans. The Borrower shall repay the amounts lent to it pursuant to Section 4.1 hereof in accordance with this Section 5.1.

5.1.1. Interest and Surcharges. Until a Determination Statement is delivered by the DNRC to the Borrower and so long as the Borrower's obligation to repay the principal of the 2025A Loan is forgiven as provided in Section 5.1.2 below, amounts disbursed by the DNRC under Section 4.1 hereof that are evidenced by the Series 2025A Bond bear interest at the rate of zero percent (0.00%) per annum from the date of each advance; provided, however, if the DNRC delivers to the Borrower a Noncompliance Statement, then all principal of the Series 2025A Bond advanced by the DNRC shall be payable and amounts disbursed by the DNRC under Section 4.1 hereof that are evidenced by the Series 2025A Bond shall bear interest at the rate of two percent (2.00%) per annum and in addition the Borrower shall pay the Administrative Expense SurchARGE

and the Loan Loss Reserve Surcharge from the date of each advance under the Series 2025A Bond. The Series 2025B Bond shall bear interest at the rate of two percent (2.00%) per annum and the Borrower shall pay the Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the outstanding principal amounts of the 2025B Loan from the date of each advance. For purposes of this Supplemental Resolution and the Program, with respect to the 2025A Loan (if a Noncompliance Statement is delivered) and the 2025B Loan, the term “interest on the 2025 Loans” or “interest on the 2025A Loan” or “interest on the 2025B Loan” when not used in conjunction with a reference to any surcharges, shall include the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge. The Borrower shall pay all Loan Repayments and surcharges in lawful money of the United States of America to the DNRC. Interest, Administrative Expense Surcharge, and Loan Loss Reserve Surcharge shall be calculated on the basis of a year of 360 days comprising 12 months of 30 days each.

5.1.2. Repayment of 2025A Loan; Principal Forgiveness.

(a) The Borrower is obligated to repay the principal of and interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the 2025A Loan, unless the DNRC forgives the Borrower’s obligation to repay the principal of the 2025A Loan as provided in Section 5.1.2(b). Subject to the provisions of Section 5.1.2(b), the Loan Repayments and the Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the 2025A Loan shall be due on each Payment Date, as follows:

- (i) interest and the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge on the outstanding principal balance of the 2025A Loan shall be payable on each Payment Date, beginning on the first Payment Date following the date of delivery by the DNRC of a Noncompliance Statement and concluding on July 1, 2045; and
- (ii) the principal of the 2025A Loan shall be payable on each Payment Date, beginning on the Payment Date that is the first to occur following delivery by the DNRC of a Noncompliance Statement, and concluding on July 1, 2045, and the amount of each principal payment shall be calculated on the basis of a substantially level debt service at the rate of 2.50% per annum.

(b) Notwithstanding Section 5.1.2(a), so long as the Borrower is proceeding diligently to completion of the 2025 Project and the Borrower has executed and delivered the Compliance Certificate and Request to the DNRC in form and substance satisfactory to the DNRC and the DEQ within thirty (30) days after the date that the Compliance Certificate and Request is provided to the Borrower by the DNRC, the DNRC will, following review and approval of the Compliance Certificate and Request, deliver to the Borrower a Forgiveness Statement and the Borrower will thereafter have no obligation to repay amounts advanced under the Series 2025A Bond or interest or surcharges thereon and the Series 2025A Bond will be marked “CANCELLED” and returned by the DNRC to the Borrower. However, in the event the Borrower fails to deliver timely the Compliance Certificate and Request, or the Borrower cannot submit the Compliance Certificate and Request because it cannot make the certifications required therein, or the Compliance Certificate and Request is delivered in a form that deviates materially from that attached hereto as Appendix D as determined in the sole and complete discretion of the DNRC and the DEQ, or the

DNRC or the DEQ determine at any time that the 2025 Project or any portion thereof or of the work relating thereto fails to comply with Program requirements, then the DNRC will deliver to the Borrower a Noncompliance Statement. Upon delivery of a Noncompliance Statement by the DNRC to the Borrower, all principal advanced or to be advanced under the Series 2025A Bond, together with interest, Administrative Expense Surcharge, and Loan Loss Reserve Surcharge thereon from the date of each advance, shall be payable as provided in Section 5.1.2 (a).

(c) In addition, in the event the DNRC delivers a Noncompliance Statement (i) the Series 2025A Bond will continue in effect as a Subordinate Obligation, and (ii) the Borrower will forthwith comply with the rate covenant set forth in Section 6.7 of the Original Resolution, as amended hereby, and, if necessary, increase the rates and charges of the System to satisfy such rate covenant as soon as practicable and in any event no later than three (3) months after the date of delivery to the Borrower by the DNRC of a Noncompliance Statement.

5.1.3. Repayment of 2025B Loan. The Loan Repayments and the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge on the 2025B Loan required by this Section 5.1 shall be due on each Payment Date, as follows:

(i) interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the outstanding principal balance of the 2025B Loan shall be payable on each January 1 and July 1, beginning on January 1, 2026 and concluding on July 1, 2045; and

(ii) the principal of the 2025B Loan shall be payable on each January 1 and July 1, beginning on January 1, 2026, and concluding on July 1, 2045, and the amount of each principal payment shall be calculated on the basis of a substantially level debt service at an interest rate of 2.50% per annum; provided that principal of the 2025B Loan is payable only in amounts that are multiples of \$1,000.

5.1.4. Details Regarding 2025 Loan Repayments. Loan Repayments and the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge on the 2025B Loan and, if applicable, on the 2025A Loan, shall be due on the dates specified above and on the dates and in the amounts shown in Schedule B to the Series 2025A Bond and on the Series 2025B Bond, as such Schedule B shall be modified from time to time as provided in Section 5.1.2 and below. Schedule B will first be attached to the Series 2025B Bond and, as appropriate, the Series 2025A Bond, at Closing. The portion of each such Loan Repayment consisting of principal and the portion consisting of interest and the amount of each Administrative Expense Surcharge and the amount of each Loan Loss Reserve Surcharge shall be set forth in Schedule B to the Series 2025A Bond and the Series 2025B Bond on and after Closing. Upon each disbursement of 2025 Loan amounts to the Borrower pursuant to Section 4.1 hereof, the Trustee shall enter or cause to be entered the amount advanced on Schedule A to the Series 2025A Bond and the Series 2025B Bond, as applicable, under "Advances" and the total amount advanced under Section 4.1, including such disbursement, under "Total Amount Advanced." Interest and the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge on such advance shall accrue from the date the advance is made and shall be due and payable on the dates and in the amounts shown in Schedule

B to each of the Series 2025A Bond and the Series 2025B Bond, as such Schedule B shall be modified from time to time as provided herein.

If the DNRC shall have delivered a Noncompliance Statement, then Schedule B to the Series 2025A Bond shall continue to reflect interest and surcharges on amounts advanced under the Series 2025A Bond at the rate of 2.50% per annum, as may be revised to reflect the full principal amount advanced under the Series 2025A Bond, the initial Payment Date, and the periodic total loan payment, and the Trustee shall send a copy of such Schedule B to the Borrower within one month after delivery by the DNRC of the Noncompliance Statement. If the DNRC delivers a Forgiveness Statement, Schedule B to the Series 2025A Bond will be disregarded and of no effect.

Past-due Loan Repayments and the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid.

Any payment of principal and interest as to the Series 2025B Bond and, if applicable, the Series 2025A Bond, and the Administrative Expense Surcharge and Loan Loss Reserve Surcharge as to the Series 2025B Bond and, if applicable, the Series 2025A Bond under this Section 5.1 shall be credited against the same payment obligation under the Series 2025B Bond and, as applicable, the Series 2025A Bond.

Section 5.2 Additional Payments. The Borrower shall also pay, within 30 days after receipt of a bill therefor, from any legally available funds therefor, including proceeds of the 2025 Loans, all reasonable expenses of the DNRC and the Trustee in connection with the 2025 Loans, the Collateral Documents and the Series 2025 Bonds, including, but not limited to:

(a) the cost of reproducing this Supplemental Resolution, the Collateral Documents and the Series 2025 Bonds;

(b) the fees and disbursements of Bond Counsel and any Counsel utilized by the DNRC and the Trustee in connection with the 2025 Loans, this Supplemental Resolution, the Collateral Documents and the Series 2025 Bonds and the enforcement thereof; and

(c) all taxes and other governmental charges in connection with the execution and delivery of the Collateral Documents or the Series 2025 Bonds, whether or not the Series 2025 Bonds are then outstanding, including all recording and filing fees relating to the Collateral Documents and the pledge of the State's right, title and interest in and to the Series 2025 Bonds, the Collateral Documents and this Supplemental Resolution and all expenses, including attorneys' fees, relating to any amendments, waivers, consents or collection or enforcement proceedings pursuant to the provisions hereof or thereof.

Section 5.3 Prepayments. The Borrower may not prepay all or any part of the outstanding principal amount of the Series 2025B Bond, if applicable, the Series 2025A Bond, unless (i) a Determination Statement has been delivered, (ii) it obtains the prior written consent of the DNRC thereto, and (iii) no Loan Repayment or Administrative Expense Surcharge or Loan Loss Reserve Surcharge is then delinquent. Any prepayment permitted by the DNRC must be

accompanied by payment of accrued interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment on the amount of principal prepaid. If the Series 2025 Bonds are prepaid in part pursuant to this Section 5.3, such prepayments shall be applied to principal payments in inverse order of maturity or, if the DNRC determines in its discretion, the remaining principal amount following such prepayment will be reamortized over the remaining term of the Series 2025 Bonds.

Section 5.4 Obligations of Borrower Unconditional. The obligations of the Borrower to make the payments required by this Supplemental Resolution and the Series 2025 Bonds and to perform its other agreements contained in this Supplemental Resolution, the Series 2025 Bonds and Collateral Documents shall be absolute and unconditional, except as otherwise provided herein or in such documents. The Borrower (a) shall not suspend or discontinue any payments provided for in this Supplemental Resolution and the Series 2025 Bonds, (b) shall perform all its other agreements in this Supplemental Resolution, the Series 2025 Bonds and the Collateral Documents and (c) shall not terminate this Supplemental Resolution, the Series 2025 Bonds or the Collateral Documents for any cause, including any acts or circumstances that may constitute failure of consideration, destruction of or damage to the 2025 Project or the System, commercial frustration of purpose, any dispute with the DNRC or the EPA, any change in the laws of the United States or of the State or any political subdivision thereof or any failure of the DNRC to perform any of its agreements, whether express or implied, or any duty, liability or obligation arising from or connected with this Supplemental Resolution. Provided, however, if the 2025 Loans are not made and no funds are disbursed to the Borrower, this Supplemental Resolution may be terminated.

Section 5.5 Limited Liability. All payments of principal of and interest on the 2025 Loans and other payment obligations of the Borrower hereunder and under the Series 2025 Bonds shall be special, limited obligations of the Borrower payable with respect to the Series 2025B Bond solely out of the Net Revenues or, with respect to the Series 2025A Bond, solely out of Surplus Net Revenues, and shall not, except at the option of the Borrower and as permitted by law, be payable out of any other revenues of the Borrower. The obligations of the Borrower under the Resolution and the Series 2025 Bonds shall never constitute an indebtedness of the Borrower within the meaning of any State constitutional provision or statutory or charter limitation and shall never constitute or give rise to a pecuniary liability of the Borrower or a charge against its general credit or taxing power. The taxing powers of the Borrower may not be used to pay principal of or interest on the Series 2025 Bonds, and no funds or property of the Borrower other than the Net Revenues or, as appropriate, Surplus Net Revenues may be required to be used to pay principal of or interest on the Series 2025 Bonds.

ARTICLE VI

INDEMNIFICATION OF DNRC AND DEQ

The Borrower shall, to the extent permitted by law, indemnify and save harmless the DNRC and the DEQ and their officers, employees and agents (each an “Indemnified Party” or, collectively, the “Indemnified Parties”) against and from any and all claims, damages, demands, expenses, liabilities and losses of every kind asserted by or on behalf of any Person arising out of the acts or omissions of the Borrower or its employees, officers, agents, contractors, subcontractors, or consultants in connection with or with regard or in any way relating to the

condition, use, possession, conduct, management, planning, design, acquisition, construction, installation or financing of the 2025 Project. The Borrower shall, to the extent permitted by law, also indemnify and save harmless the Indemnified Parties against and from all costs, reasonable attorneys' fees, expenses and liabilities incurred in any action or proceeding brought by reason of any such claim or demand. If any proceeding is brought against an Indemnified Party by reason of such claim or demand, the Borrower shall, upon notice from an Indemnified Party, defend such proceeding on behalf of the Indemnified Party.

ARTICLE VII

ASSIGNMENT

Section 7.1 Assignment by Borrower. The Borrower may not assign its rights and obligations under this Supplemental Resolution or the Series 2025 Bonds.

Section 7.2 Assignment by DNRC. The DNRC will pledge its rights under and interest in the Resolution, the Series 2025 Bonds and the Collateral Documents (except to the extent otherwise provided in the Indenture) as security for the payment of the State Bonds and may further assign such interests to the extent permitted by the Indenture, without the consent of the Borrower.

Section 7.3 State Refunding Bonds. In the event the State Bonds are refunded by bonds which are not State Bonds, all references in the Resolution to State Bonds shall be deemed to refer to the refunding bonds and any bonds of the State on a parity with such refunding bonds (together, the "Refunding Bonds") or, in the case of a crossover refunding, to the State Bonds and the Refunding Bonds.

ARTICLE VIII

THE SERIES 2025 BONDS

Section 8.1 Net Revenues Available. The Borrower is authorized to charge just and equitable rates, charges and rentals for all services directly or indirectly furnished by the System, and to pledge and appropriate to the Series 2009B Bond, the Series 2009C Bond, and the Series 2025B Bond the Net Revenues (and in respect of the Series 2025A Bond, if necessary, the Surplus Net Revenues) to be derived from the operation of the System, including improvements, betterments or extensions thereof hereafter constructed or acquired. The Net Revenues to be produced by such rates, charges and rentals during the term of the Series 2009B Bond, the Series 2009C Bond, and the Series 2025B Bond are expected to be more than sufficient to pay the principal and interest when due on such Bonds, and to maintain reasonable reserves therefor and to provide an adequate allowance for replacement and depreciation, as prescribed herein. For purposes of the foregoing statement, principal of and interest on the 2025A Loan are disregarded. The Borrower acknowledges and agrees that if the DNRC delivers a Noncompliance Statement to the Borrower as provided in Section 5.1.2 as determined in the sole and complete discretion of the DNRC and DEQ, then principal and interest and surcharges will become due and owing on the 2025A Loan evidenced by the Series 2025A Bond as provided in Section 5.1.2 and the Borrower shall thereupon, and no later than three months after delivery of such a statement, to the extent required by Section 6.7 of the Original Resolution, as amended hereby, adjust its schedule of fees,

rates, and charges applicable to the System to cause Net Revenues and Surplus Net Revenues to be produced in an amount at least equal to that required by the Resolution.

Section 8.2 Issuance and Sale of the Series 2025 Bonds. The Council has investigated the facts necessary and hereby finds, determines and declares it to be necessary and desirable for the Borrower to issue the Series 2025 Bonds to evidence the 2025 Loans. The Series 2025 Bonds are issued to the DNRC without public sale pursuant to Montana Code Annotated, Section 7-7-4433.

Section 8.3 Terms. The Series 2025A Bond and the Series 2025B Bond shall be in the maximum principal amount equal to the original 2025A Committed Amount and 2025B Committed Amount, respectively; shall each be issued as a single, fully registered bond numbered R-1; shall be dated as of the date of delivery to the DNRC; and shall bear interest at the rate charged by the DNRC on the 2025A Loan and 2025B Loan, respectively. The principal of, interest on, any Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the Series 2025A Bond and the Series 2025B Bond shall be payable on the same dates and in the same amounts as the Loan Repayments are payable. Advances of principal of the Series 2025A Bond or Series 2025B Bond shall be deemed made when advances of the 2025A Loan and the 2025B Loan, respectively, are made under Section 4.1, and such advances shall be payable in accordance with Schedule B to the Series 2025A Bond and the Series 2025B Bond, as applicable, as it may be revised by the DNRC from time to time in accordance with Section 5.1. The Series 2025A Bond is a Subordinate Obligation payable only from the Surplus Net Revenues available in the Sewer System Fund. The Series 2025B Bond is a Bond.

The Borrower may prepay the Series 2025 Bonds, in whole or in part, only upon the terms and conditions under which it can prepay the 2025 Loans under Section 5.3.

Section 8.4 Negotiability, Transfer and Registration. The Series 2025 Bonds shall be fully registered as to both principal and interest, and shall be initially registered in the name of and payable to the DNRC and shall be dated the date of delivery. While so registered, principal of and interest on the Series 2025 Bonds shall be payable to the DNRC at the Office of the Department of Natural Resources and Conservation, 1539 Eleventh Avenue, Helena, Montana 59620 or such other place as may be designated by the DNRC in writing and delivered to the Borrower. The Series 2025 Bonds shall be negotiable, subject to the provisions for registration and transfer contained in this section. No transfer of the Series 2025 Bonds shall be valid unless and until (1) the holder, or its duly authorized attorney or legal representative, has executed the form of assignment appearing on the Series 2025 Bonds, and (2) the City Finance Director of the Borrower or successors, as Registrar, has duly noted the transfer on the Series 2025 Bonds and recorded the transfer on the registration books of the Registrar. The Registrar may, prior to noting and recording the transfer, require appropriate proof of the transferor's authority and the genuineness of the transferor's signature. The Borrower shall be entitled to deem and treat the Person in whose name the Series 2025 Bonds are registered as the absolute owner of the Series 2025 Bonds for all purposes, notwithstanding any notice to the contrary, and all payments to the registered holder shall be valid and effectual to satisfy and discharge the Borrower's liability upon such Series 2025 Bonds to the extent of the sum or sums so paid.

Section 8.5 Execution and Delivery. The Series 2025 Bonds shall be executed on behalf of the Borrower by the manual signatures of the Mayor and the City Clerk. Any or all of such signatures may be affixed at or prior to the date of delivery of the Series 2025 Bonds. In the event that any of the officers who shall have signed the Series 2025 Bonds shall cease to be officers of the Borrower before the Series 2025 Bonds are issued or delivered, their signatures shall remain binding upon the Borrower. Conversely, the Series 2025 Bonds may be signed by an authorized official who did not hold such office on the date of adoption of this Supplemental Resolution. The Series 2025 Bonds shall be delivered to the DNRC, or its attorney or legal representative.

Section 8.6 Form. The Series 2025A Bond shall be prepared in substantially the form attached as Appendix B-1, and the Series 2025B Bond shall be prepared in substantially the form attached as Appendix B-2.

ARTICLE IX

SECURITY FOR THE SERIES 2025 BONDS

The Series 2025B Bond is issued as an additional Bond under Section 10.3 of the Original Resolution, as amended hereby, and shall, with the Series 2009B Bond, the Series 2009C Bond, and any other additional Bonds issued under the provisions of Article X of the Original Resolution, as amended, excluding Section 10.4 thereof, be equally and ratably secured by the provisions of the Resolution and payable out of the Net Revenues appropriated to the Revenue Bond Account of the Sewer System Fund, without preference or priority, all as provided in the Resolution, and secured by the Reserve Account, as further provided in Section 11.5 of the Original Resolution and in the following sentence. At Closing, the City Finance Director shall deposit from funds the Borrower has on hand and available therefor, and not from proceeds of the Series 2025 Bonds, such amount to the Reserve Account to cause the balance therein to equal the Reserve Requirement, assuming the entire principal amount of the Series 2025B Bond is advanced. Upon each advance of the Series 2025B Bond, the deposit to the Reserve Account shall be sufficient to cause the balance in the Reserve Account to equal the Reserve Requirement in respect of the Series 2009B Bond, the Series 2009C Bond, and the principal of the Series 2025B Bond so advanced. The Series 2025A Bond is a Subordinate Obligation issued under Section 10.4 of the Original Resolution and payable from the Surplus Net Revenues that are available in the Replacement and Depreciation Account or the Surplus Account after required credits to the Operating Account, the Revenue Bond Account, and the Reserve Account. No payment of principal or interest shall be made on any Subordinate Obligation, including the Series 2025A Bond, if the Borrower is then in default in the payment of principal or interest on any Bond or if there is a deficiency in the Operating Account or the Revenue Bond Account or the balance in the Reserve Account is less than the Reserve Requirement. In the event the principal of and interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge become payable under the Series 2025A Bond, the Borrower shall cause rates and charges to be increased to produce Surplus Net Revenues at least equal to the amount required under Section 6.7 of the Original Resolution, as amended hereby, within three (3) months following delivery of a Noncompliance Statement. The Borrower shall keep, perform and observe each and every one of its covenants and undertakings set forth in the Resolution for the benefit of the registered holders from time to time of the Series 2025 Bonds.

ARTICLE X

AMENDMENTS

Section 10.1 Authorization. Pursuant to Section 14.4 of the Original Resolution, the Borrower reserved the right to amend the Resolution with the written consent of the DNRC.

Section 10.2 Consent of the DNRC. The DNRC, which is the owner of all Bonds outstanding, has consented in writing to the amendments of the provisions of the Original Resolution set forth herein.

Section 10.3 Amendments.

(a) Definitions. Section 1.1 of the Original Resolution is hereby amended to amend the following definition, in its entirety, as follows:

“‘Reserve Requirement’ means, as of the date of calculation, an amount equal to one-half the sum of the highest amount of principal and interest payable on all outstanding Bonds in any one future fiscal year (giving effect to mandatory sinking fund redemption, if any).”

(b) Section 2.2(f). Section 2.2(f) of the Original Resolution is hereby amended to read, in its entirety, as follows:

“(f) Financial Information. The Borrower agrees that for each fiscal year it shall furnish to the DNRC and the DEQ, promptly when available:

(1) the preliminary budget for the System, with items for the Project shown separately; and

(2) when adopted, the final budget for the System, with items for the Project shown separately.

The Borrower will cause proper and adequate books of record and account to be kept showing complete and correct entries of all receipts, disbursements and other transactions relating to the System, the monthly gross revenues derived from its operation, and the segregation and application of the gross revenues in accordance with this Resolution, in such reasonable detail as may be determined by the Borrower in accordance with generally accepted governmental accounting practice and principles. It will cause such books to be maintained on the basis of the same fiscal year as that utilized by the Borrower. The Borrower shall, within 270 days after the close of each fiscal year, cause to be prepared and supply to the DNRC a financial report with respect to the System for such fiscal year. The report shall be prepared at the direction of the financial officer of the Borrower in accordance with applicable generally accepted governmental accounting principles and, in addition to whatever matters may be thought proper by the financial officer to be included therein, shall include the following:

- (A) A statement in detail of the income and expenditures of the System for the fiscal year, identifying capital expenditures and separating them from operating expenditures;
- (B) A balance sheet as of the end of the fiscal year;
- (C) The number of premises connected to the System at the end of the fiscal year;
- (D) The amount on hand in each account of the Fund at the end of the fiscal year;
- (E) A list of the insurance policies and fidelity bonds in force at the end of the fiscal year, setting out as to each the amount thereof, the risks covered thereby, the name of the insurer or surety and the expiration date of the policy or bond; and
- (F) A determination that the report shows full compliance by the Borrower with the provisions of this Resolution during the fiscal year covered thereby, including proper segregation of the capital expenditures from operating expenses, maintenance of the required balance in the Revenue Bond Account (as hereinafter defined), and receipt of Net Revenues during each fiscal year at least equal to 110% of the maximum amount of principal and interest payable on outstanding Bonds in any subsequent fiscal year, or, if the report should reveal that the revenues have been insufficient for compliance with this Resolution, or that the methods used in accounting for such revenues were contrary to any provision of this Resolution, the report shall include a full explanation thereof, together with recommendations for such change in rates or accounting practices or in the operation of the System as may be required.

The Borrower shall also have prepared and supplied to the DNRC and the DEQ, within 270 days of the close of every other fiscal year, an audit report prepared by an independent certified public accountant or an agency of the state in accordance with generally accepted governmental accounting principles and practice with respect to the financial statements and records of the System. The audit report shall include an analysis of the Borrower's compliance with the provisions of this Resolution.”

- (c) Section 6.7. Section 6.7 of the Original Resolution is hereby amended to read, in its entirety, as follows:

“Section 6.7. Rate Covenant. While any Bonds are outstanding and unpaid, the rates, charges and rentals for all services and facilities furnished and made available by the System to the Borrower and its inhabitants, and to all customers within or without the boundaries of the Borrower, shall be reasonable and just, taking into consideration the cost and value of the System and the cost of maintaining and operating them, and the amounts necessary for the payment of all Bonds and the interest accruing thereon, and the proper and necessary allowances for the depreciation of the System, and no free service

shall be provided to any person or corporation. It is covenanted and agreed that the rates, charges and rentals to be charged to all recipients of sewer services shall be maintained and shall be revised, whenever and as often as may be necessary, according to schedules such that the revenues for each fiscal year will be at least sufficient to pay the current expenses of operation and maintenance as herein defined, to maintain the Operating Reserve herein established, and to produce Net Revenues during each fiscal year not less than 110% of the maximum annual principal and interest payable on any outstanding Bonds in any one future fiscal year, to maintain the Reserve Account at the Reserve Requirement and to produce Surplus Net Revenues to pay Subordinate Obligations when due.

If at the close of any fiscal year the Net Revenues actually received during such year have been less than required hereby, the Borrower will forthwith prepare a schedule of altered rates, charges and rentals which are just and equitable and sufficient to produce Net Revenues and Surplus Net Revenues in such amount, and will do all things necessary to the end that such schedule will be placed in operation at the earliest possible date."

(d) Section 10.3. Section 10.3 of the Original Resolution is hereby amended to read, in its entirety, as follows:

"Section 10.3. Other Parity Bonds. The Borrower reserves the right to issue additional Bonds payable from the Revenue Bond Account of the Fund, on a parity as to both principal and interest with the Series 2009B Bond and the Series 2009C Bond, if the Net Revenues of the System for the last complete fiscal year preceding the date of issuance of such additional Bonds have equaled at least 110% of the maximum amount of principal and interest payable from said Revenue Bond Account in any subsequent fiscal year during the term of the outstanding Bonds, on all Bonds then outstanding and on the additional Bonds proposed to be issued. For the purpose of the foregoing computation, the Net Revenues for the fiscal year preceding the issuance of additional Bonds shall be those shown by the financial reports caused to be prepared by the Borrower pursuant to Section 2.2(f), except that if the rates and charges for services provided by the System have been changed since the beginning of such preceding fiscal year, then the rates and charges in effect at the time of issuance of the additional Bonds or finally authorized to go into effect within 60 days thereafter shall be applied to the quantities of service actually rendered and made available during such preceding fiscal year to ascertain the gross revenues, from which there shall be deducted to determine the Net Revenues, the actual operation and maintenance cost plus any additional annual costs of operation and maintenance which the Consultant estimates will be incurred because of the improvement or extension of the System to be constructed from the proceeds of the additional Bonds proposed to be issued. In no event shall any additional Bonds be issued and made payable from the Revenue Bond Account if the Borrower is then in default in any payment of principal of or interest on any outstanding Bonds payable therefrom or if there then exists any deficiency in the balances required by this Resolution to be maintained in any of the accounts of the Fund, which will not be cured or restored upon the issuance of the additional Bonds. In connection with the issuance of a series of additional Bonds, the Borrower shall cause the Reserve Account to be increased, from the

proceeds of the additional Bonds or from Surplus Net Revenues, to an amount equal to the Reserve Requirement during the term of the outstanding Bonds or so much thereof as will not cause the Borrower to violate the provisions of Section 12.2 hereof.”

Section 10.4 Effect of Amendments. The Original Resolution shall be further amended and supplemented by the above provisions of Section 10.3 as of the date of this Supplemental Resolution, and shall continue in full force and effect as so amended and supplemented.

ARTICLE XI

TAX MATTERS

Section 11.1 Use of Project and System. The 2025 Project and the System will be owned and operated by the Borrower and available for use by members of the general public on a substantially equal basis. The Borrower shall not enter into any lease, use or other agreement with any non-governmental person relating to the use of the 2025 Project or the System or security for the payment of the Series 2025B Bond which might cause the Series 2025B Bond to be considered a “private activity bond” or “private loan bond” within the meaning of Section 141 of the Code.

Section 11.2 General Covenant. The Borrower covenants and agrees with the owners from time to time of the Series 2025B Bond that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Series 2025B Bond to become includable in gross income for federal income tax purposes under the Code and the Regulations, and covenants to take any and all actions within its powers to ensure that the interest on the Series 2025B Bond will not become includable in gross income for federal income tax purposes under the Code and the Regulations.

Section 11.3 Arbitrage Certification. The Mayor, the City Finance Director, and the City Clerk, being among the officers of the Borrower charged with the responsibility for issuing the Series 2025B Bond pursuant to this Supplemental Resolution, are authorized and directed to execute and deliver to the DNRC a certificate in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Regulations, stating that on the basis of facts, estimates and circumstances in existence on the date of issue and delivery of the Series 2025B Bond, it is reasonably expected that the proceeds of the Series 2025B Bond will be used in a manner that would not cause the Series 2025B Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code and the Regulations.

Section 11.4 Arbitrage Rebate Exemption.

(a) The Borrower hereby represents that the Series 2025B Bond qualifies for the exception for small governmental units to the arbitrage rebate provisions contained in Section 148(f) of the Code. Specifically, the Borrower represents:

- (1) Substantially all (not less than 95%) of the proceeds of the Series 2025B Bond (except for amounts to be applied to the payment of costs of issuance, if any) will be used for local governmental activities of the Borrower.

(2) The aggregate face amount of all “tax-exempt bonds” (including warrants, contracts, leases and other indebtedness, but excluding private activity bonds) issued by or on behalf of the Borrower and all subordinate entities thereof during 2025 is reasonably expected not to exceed \$5,000,000. To date in 2025, the Borrower has not issued any tax-exempt bonds, and in the calendar years 2020 through 2024, the Borrower has not issued any tax-exempt bonds, except its Water System Revenue Bond (DNRC Drinking Water State Revolving Loan Program), Series 2020.

(b) If notwithstanding the provisions of paragraph (a) of this Section 11.4, the arbitrage rebate provisions of Section 148(f) of the Code apply to the Series 2025B Bond, the Borrower hereby covenants and agrees to make the determinations, retain records and rebate to the United States the amounts at the times and in the manner required by said Section 148(f).

Section 11.5 Information Reporting. The Borrower shall file with the Secretary of the Treasury, not later than August 15, 2025, a statement concerning the Series 2025B Bond containing the information required by Section 149(e) of the Code.

Section 11.6 Qualified Tax-Exempt Obligations. Pursuant to Section 265(b)(3)(B)(ii) of the Code, the Borrower hereby designates the Series 2025B Bond as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code. The Borrower has not designated any obligations in 2025 under Section 265(b)(3) of the Code, other than the Series 2025B Bond. The Borrower hereby represents that it does not anticipate that obligations bearing interest not includable in gross income for purposes of federal income taxation under Section 103 of the Code (including refunding obligations as provided in Section 265(b)(3) of the Code and including “qualified 501(c)(3) bonds” but excluding other “private activity bonds,” as defined in Sections 141(a) and 145(a) of the Code) will be issued by or on behalf of the Borrower and all “subordinate entities” of the Borrower in 2025 in an amount greater than \$10,000,000.

ARTICLE XII

CONTINUING DISCLOSURE

The Borrower understands and acknowledges that the DNRC is acquiring the Series 2025 Bonds under the Program pursuant to which the State issues from time to time State Bonds to provide funds therefor. The Borrower covenants and agrees that, upon written request of the DNRC from time to time, the Borrower will promptly provide to the DNRC all information that the DNRC reasonably determines to be necessary or appropriate to offer and sell State Bonds or to provide continuing disclosure in respect of State Bonds, whether under Rule 15c2-12 (17 C.F.R. § 240.15c2-12) promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended, or otherwise. Such information shall include, among other things and if so requested, financial statements of the Borrower prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Montana law, as in effect from time to time (such financial statements to relate to a fiscal year or any period therein

for which they are customarily prepared by the Borrower, and, if for a fiscal year and so requested by the DNRC, subject to an audit report and opinion of an accountant or government auditor, as permitted or required by the laws of the State). The Borrower will also provide, with any information so furnished to the DNRC, a certificate of the Mayor and the City Clerk of the Borrower to the effect that, to the best of their knowledge, such information does not include any untrue statement of a material fact or omit to state any material fact required to be stated therein to make the statements made, in light of the circumstances under which they are made, not misleading.

ARTICLE XIII

MISCELLANEOUS

Section 13.1 Notices. All notices or other communications hereunder shall be sufficiently sent or given and shall be deemed sent or given when delivered or mailed by certified mail, postage prepaid, to the parties at the following addresses:

DNRC: Department of Natural Resources and Conservation
 1539 Eleventh Avenue
 P. O. Box 201601
 Helena, Montana 59620-1601
 Attn: Conservation and Resource
 Development Division

Trustee: U.S. Bank Trust Company, National Association
 1420 Fifth Avenue, 7th Floor
 Seattle, Washington 98101

Borrower: City of Columbia Falls
 130 6th Street West
 Columbia Falls, MT 59912
 Attn: City Clerk

Any of the above parties may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices or other communications shall be sent.

Section 13.2 Binding Effect. This Supplemental Resolution shall inure to the benefit of and shall be binding upon the DNRC, the Borrower and their respective successors and assigns.

Section 13.3 Severability. If any provision of this Supplemental Resolution shall be determined to be unenforceable at any time, it shall not affect any other provision of the Resolution or the enforceability of that provision at any other time.

Section 13.4 Amendments. So long as the Series 2025 Bonds are outstanding and held by the DNRC, this Supplemental Resolution may not be effectively amended without the written consent of the DNRC.

Section 13.5 Applicable Law. This Supplemental Resolution shall be governed by and construed in accordance with the laws of the State.

Section 13.6 Captions; References to Sections. The captions in this Supplemental Resolution are for convenience only and do not define or limit the scope or intent of any provisions or Sections of this Supplemental Resolution. References to Articles and Sections are to the Articles and Sections of this Supplemental Resolution, unless the context otherwise requires.

Section 13.7 No Liability of Individual Officers, Directors, Trustees, or Council Members. No recourse under or upon any obligation, covenant or agreement contained in this Supplemental Resolution shall be had against any director, officer or employee, as such, past, present or future, of the DNRC, the DEQ or the Trustee, either directly or through the DNRC, the DEQ or the Trustee, or against any officer, or member of the governing body or employee of the Borrower, past, present or future, as an individual so long as such individual was acting in good faith. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer or member of the governing body or employee of the DNRC, the Trustee or the Borrower is hereby expressly waived and released by the Borrower and by the DNRC as a condition of and in consideration for the adoption of this Supplemental Resolution and the making of the 2025 Loans.

Section 13.8 Payments Due on Holidays. If the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in this Supplemental Resolution or the Series 2025 Bonds, shall not be a Business Day, such payments may be made or act performed or right exercised on the next succeeding Business Day with the same force and effect as if done on the nominal date provided in this Supplemental Resolution or the Series 2025 Bonds.

Section 13.9 Right of Others to Perform Borrower's Covenants. In the event the Borrower shall fail to make any payment or perform any act required to be performed hereunder, then and in each such case the DNRC or the provider of any Collateral Document may (but shall not be obligated to) remedy such default for the account of the Borrower and make advances for that purpose. No such performance or advance shall operate to release the Borrower from any such default and any sums so advanced by the DNRC or the provider of any Collateral Document shall be paid immediately to the party making such advance and shall bear interest at the rate of ten percent (10.00%) per annum from the date of the advance until repaid. The DNRC and the provider of any Collateral Document shall have the right to enter the 2025 Project or the facility or facilities of which the 2025 Project is a part or any other facility which is a part of the System in order to effectuate the purposes of this Section.

Section 13.10 Authentication of Transcript. The officers of the Borrower are hereby authorized and directed to furnish to the DNRC and to Bond Counsel certified copies of all proceedings relating to the issuance of the Series 2025 Bonds and such other certificates and affidavits as may be required to show the right, power and authority of the Borrower to issue the Series 2025 Bonds, and all statements contained in and shown by such instruments, including any heretofore furnished, shall constitute representations of the Borrower as to the truth of the statements of fact purported to be shown thereby.

Section 13.11 Repeals and Effective Date.

(a) Repeal. All provisions of other resolutions and other actions and proceedings of the Borrower and this Council that are in any way inconsistent with the terms and provisions of this Supplemental Resolution are repealed, amended and rescinded to the full extent necessary to give full force and effect to the provisions of this Supplemental Resolution.

(b) Effective Date. This Supplemental Resolution shall take effect immediately.

ADOPTED by the City Council of the City of Columbia Falls, Montana, on the 21st day of April, 2025.

Mayor

ATTEST:

City Clerk

APPENDIX A

DESCRIPTION OF THE 2025 PROJECT

The 2025 Project generally consists of the design, engineering, construction and installation of various improvements to the City's wastewater treatment system, including but not limited to, collection system improvements and improvements to the City's wastewater treatment plant, and related improvements.

ESTIMATED 2025 PROJECT BUDGET

	ARPA Minimum Allocation	ARPA Competitive Grant	ARPA Local Fiscal Recovery Funds	Series 2025A Bond	Series 2025B Bond	Local Contribution	TOTAL
Office Cost						\$2,472.84	\$2,472.84
Bond Counsel						\$15,000.00	\$15,000.00
Audit Fees						\$2,527.16	\$2,527.16
Debt Service Reserve						\$11,957.00	\$11,957.00
Project Management (Engineering)	\$50,000.00					\$39,571.51	\$89,571.51
Preliminary Engineering Design						\$41,522.00	\$41,522.00
Final Engineering Design	\$320,200.00		\$133,339.00			\$20,753.00	\$474,292.00
Construction Inspection Eng.		\$210,000.00	\$89,880.00				\$299,880.00
Construction	\$506,986.00	\$1,790,000.00	\$1,182,257.00	\$367,500.00	\$382,500.00	\$998,405.00	\$5,227,648.00
Contingency						\$303,667.00	\$303,667.00
TOTAL PROJECT BUDGET	\$877,186.00	\$2,000,000.00	\$1,405,476.00	\$367,500.00	\$382,500.00	\$1,435,875.51	\$6,468,537.51

APPENDIX B-1

[Form of the Series 2025A Bond]

UNITED STATES OF AMERICA
 STATE OF MONTANA
 FLATHEAD COUNTY

CITY OF COLUMBIA FALLS

SUBORDINATE LIEN SEWER SYSTEM REVENUE BOND
 (DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM),
 TAXABLE SERIES 2025A

R-1	\$367,500
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FOR VALUE RECEIVED, CITY OF COLUMBIA FALLS, MONTANA (the "Borrower"), a duly organized municipal corporation and political subdivision of the State of Montana, acknowledges itself to be specially indebted and, for value received, hereby promises to pay to the Department of Natural Resources and Conservation of the State of Montana (the "DNRC"), or its registered assigns, solely out of available Surplus Net Revenues in the Replacement and Depreciation Account or the Surplus Account of its Sewer System Fund, the sum of the principal amounts entered on Schedule A attached hereto under "Total Amount Advanced," with interest on each such amount from the date such amount is advanced hereunder at the rate of two percent (2.00%) per annum on the unpaid balance until paid. In addition, the Borrower shall pay an Administrative Expense Surcharge and Loan Loss Reserve Surcharge on the outstanding principal amount of this Bond from the date of each advance of principal each at the rate of twenty-five hundredths of one percent (0.25%) per annum, all subject to the effect of the immediately following paragraph. Principal, interest, Administrative Expense Surcharge, and Loan Loss Reserve Surcharge shall be payable in semiannual installments payable on each January 1 and July 1 (each a "Payment Date") commencing with the Payment Date that is the first to occur following delivery by the DNRC to the Borrower of a statement that the Borrower's obligation to repay the principal amount of the 2025A Loan is not forgiven and ending on July 1, 2045, all as described in the Resolution (as hereinafter defined). The portion of each such payment consisting of principal, the portion consisting of interest, the portion consisting of Administrative Expense Surcharge, and the portion consisting of Loan Loss Reserve Surcharge shall be as set forth in Schedule B attached hereto. Upon each disbursement of the 2025A Loan, the DNRC shall enter (or cause to be entered) the amount advanced on Schedule A under "Advances" and the total amount advanced under the Resolution (as hereinafter defined), including such disbursement, under "Total Amount Advanced." The DNRC shall prepare Schedule B and any revised Schedule B, or cause Schedule B and any revised Schedule B to be prepared, as provided in Section 5.1 of the Supplemental Resolution authorizing the Bond, and the final Schedule B will reflect repayments under Section 5.1.4 of such resolution. Schedule B shall be calculated and recalculated on a level debt service basis assuming an interest rate of two and one-half percent (2.50%) per annum. Past-due payments of principal and interest and Administrative Expense Surcharge and

Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid. Interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be calculated on the basis of a 360-day year comprising 12 months of 30 days each. All payments under this Bond shall be made to the registered holder of this Bond, at its address as it appears on the bond register, in lawful money of the United States of America.

NOTWITHSTANDING THE FOREGOING PROVISIONS OF THIS SERIES 2025A BOND, IN THE EVENT THAT THE BORROWER TIMELY DELIVERS A COMPLIANCE CERTIFICATE AND REQUEST (AS DEFINED IN THE RESOLUTION) IN FORM AND SUBSTANCE SATISFACTORY TO THE DNRC AND THE DNRC IN RESPONSE THERETO SUPPLIES TO THE BORROWER A FORGIVENESS STATEMENT, THEN THEREUPON INTEREST SHALL BE DEEMED TO ACCRUE ON THE PRINCIPAL OF THIS SERIES 2025A BOND FROM THE DATE OF EACH ADVANCE AT THE RATE OF ZERO PERCENT (0.00%) PER ANNUM AND THE BORROWER'S OBLIGATION TO REPAY PRINCIPAL ADVANCED HEREUNDER SHALL BE FORGIVEN, AND THE BORROWER SHALL HAVE NO OBLIGATION TO REPAY THE DNRC OR ITS REGISTERED ASSIGNS ANY AMOUNTS ADVANCED HEREUNDER OR INTEREST OR ANY SURCHARGE THEREON. THIS SERIES 2025A BOND SHALL THEREUPON BE MARKED "CANCELLED" AND RETURNED BY THE HOLDER TO THE BORROWER, AND THIS SERIES 2025A BOND SHALL NO LONGER CONSTITUTE AN OBLIGATION OF THE BORROWER OR OF THE SYSTEM (AS HEREINAFTER DEFINED). IN ADDITION, UNTIL THE DELIVERY OF A DETERMINATION STATEMENT BY THE DNRC TO THE BORROWER, THE OBLIGATION OF THE BORROWER TO REPAY THE OUTSTANDING PRINCIPAL AMOUNT HEREOF SHALL BE DEFERRED UNTIL THE PAYMENT DATE FIRST OCCURRING AFTER DELIVERY OF A NONCOMPLIANCE STATEMENT AND INTEREST SHALL BE DEEMED TO ACCRUE ON THE PRINCIPAL OF THIS SERIES 2025A BOND FROM THE DATE OF EACH ADVANCE UNTIL DELIVERY OF SUCH A NONCOMPLIANCE STATEMENT AT THE RATE OF ZERO PERCENT (0.00%) PER ANNUM.

This Bond is a Subordinate Obligation denominated the "Subordinate Lien Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Taxable Series 2025A," issued in the maximum authorized principal amount of \$367,500 (the "Series 2025A Bond"). The Series 2025A Bond is issued to finance a portion of the costs of the construction of certain improvements to the sewer system of the Borrower (the "System"). The Series 2025A Bond is issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as amended, and ordinances and resolutions duly adopted by the governing body of the Borrower, including Resolution No. 1212 duly adopted by the City Council on September 11, 2000 (the "Original Resolution"), as amended and supplemented by Resolution Nos. 1576, 1643, and _____, adopted by the Council on October 19, 2009, October 15, 2012, and April 21, 2025, respectively (the Original Resolution, as so amended and supplemented, the "Resolution"). Terms used with initial capital letters but not defined herein have the meanings given to them in the Resolution.

The Series 2025A Bond is issuable only as a single, fully registered bond. The Series 2025A Bond is issued as a Subordinate Obligation payable out of available Surplus Net Revenues in the Replacement and Depreciation Account or the Surplus Account in the Sewer System Fund of the Borrower. Simultaneously herewith, the Borrower is issuing its Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2025B (the "Series 2025B Bond"), which is payable from the Revenue Bond Account in the Fund of the Borrower on a parity with the Borrower's outstanding Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2009B (the "Series 2009B Bond") and its First Amended and Restated Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2009C (the "Series 2009C Bond"). Following the 2025B First Advance, the total amount of each advance will be split substantially equally between the 2025A Loan and the 2025B Loan, until the entire amount of the 2025 Loans is advanced; provided that the initial advance shall include the 2025B First Advance. After the Series 2025A Bond is advanced in full, all advances will be from only the Series 2025B Bond.

Reference is made to the Resolution for a more complete statement of the terms and conditions upon which the Series 2025A Bond has been issued, the conditions upon which the Resolution may be amended, the rights, duties and obligations of the Borrower, and the rights of the owners of the Series 2025A Bond.

The Borrower may prepay the principal of the Series 2025A Bond only if (i) a Determination Statement has been delivered, (ii) it obtains the prior written consent of the DNRC thereto, and (iii) no Loan Repayment or Administrative Expense Surcharge or Loan Loss Reserve Surcharge is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest, and Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment on the amount of principal prepaid. If the Series 2025A Bond is prepaid in part, such prepayments shall be applied to principal payments in inverse order of maturity, or, if DNRC determines in its discretion, reamortize the remaining principal amount following such prepayment will be reamortized over the remaining term of this Series 2025A Bond.

This Series 2025A Bond, including interest, and any premium for the redemption thereof, are payable solely from the Surplus Net Revenues available for the payment hereof and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision.

The Borrower may deem and treat the person in whose name this Series 2025A Bond is registered as the absolute owner hereof, whether this Series 2025A Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and the Borrower shall not be affected by any notice to the contrary. The Series 2025A Bond may be transferred as hereinafter provided.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that the Borrower will prescribe and collect reasonable rates and charges for all services and facilities afforded by the System, including all additions thereto and replacements and improvements thereof, and has created a special Sewer System Fund into which the gross revenues of the System will be paid, and a separate and special Replacement and Depreciation Account and Surplus Account in that Sewer System Fund, into which will be paid Surplus Net Revenues, subject to the

prior lien thereon of the Operating Account, the Revenue Bond Account and the Reserve Account; that the rates and charges for the System will from time to time be made and kept sufficient, to provide gross revenues adequate to pay promptly the reasonable and current Operating Expenses of the System, to produce during each fiscal year Net Revenues not less than 110% of the maximum amount of principal and interest payable on outstanding Bonds in any subsequent fiscal year and to maintain the Reserve Account at the Reserve Requirement and to produce in each fiscal year adequate Surplus Net Revenues to pay the principal of and interest on the Series 2025A Bond as and when due; that additional Bonds may be issued and made payable from the Revenue Bond Account on a parity with the Series 2009B Bond, the Series 2009C Bond, the Series 2025B Bond, and other parity Bonds upon certain conditions set forth in the Resolution, but no obligation will be otherwise incurred and made payable from the Net Revenues of the System, unless the lien thereof shall be expressly made subordinate to the lien of the Series 2009B Bond, the Series 2009C Bond, Series 2025B Bond, and any additional Bonds on such Net Revenues (such as is the case with this Series 2025A Bond); that all provisions for the security of the holder of this Series 2025A Bond set forth in the Resolution will be punctually and faithfully performed as therein stipulated; that all acts, conditions and things required by the Constitution and laws of the State of Montana and the ordinances and resolutions of the Borrower to be done, to exist, to happen and to be performed in order to make this Series 2025A Bond a valid and binding special obligation of the Borrower according to its terms have been done, do exist, have happened and have been performed as so required; and that this Series 2025A Bond and the interest hereon are payable solely out of available Surplus Net Revenues in the Replacement and Depreciation Account or the Surplus Account of the Sewer System Fund and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision and the issuance of the Series 2025A Bond does not cause either the general or the special indebtedness of the Borrower to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Columbia Falls, Montana, by its governing body, has caused this Bond to be executed by the signatures of the Mayor and the City Clerk, and has caused the official seal of the Borrower to be affixed hereto, and has caused this Bond to be dated as of the _____ day of _____, 2025.

Mayor

(SEAL)

City Clerk

REGISTRATION AND TRANSFER

This Bond shall be fully registered as to both principal and interest. No transfer of this Bond shall be valid unless and until (1) the registered holder of the Bond, or his duly authorized attorney or legal representative, executes the form of assignment appearing on this Bond, and (2) the City Finance Director as Registrar, has duly noted the transfer on the Bond and recorded the transfer on the Registrar's registration books. The Borrower shall be entitled to deem and treat the person in whose name this Bond is registered as absolute owner thereof for all purposes, notwithstanding any notice to the contrary. Payments on account of the Bond shall be made only to the order of the registered holder thereof, and all such payments shall be valid and effectual to satisfy and discharge the Borrower's liability upon the Bond to the extent of the sum or sums so paid.

REGISTER

The ownership of the unpaid principal balance of this Bond and the interest accruing thereon is registered on the books of the City of Columbia Falls, Montana in the name of the registered holder appearing on the first page hereof or as last noted below:

<u>Date of Registration</u>	<u>Name and Address of Registered Holder</u>	<u>Signature of City Finance Director</u>
, 2025	Department of Natural Resources and Conservation 1539 Eleventh Avenue Helena, MT 59620	

THE FOLLOWING ENTRIES ARE TO BE MADE ONLY BY THE REGISTRAR UPON REGISTRATION OF EACH TRANSFER

The City Finance Director of the City of Columbia Falls, acting as Registrar, has transferred, on the books of the City, on the date last noted below, ownership of the principal amount of and the accrued interest on this Bond to the new registered holder noted next to such date, except for amounts of principal and interest theretofore paid.

<u>Date of Transfer</u>	<u>Name of New Registered Holder</u>	<u>Signature of Registrar</u>

FORM OF ASSIGNMENT

For value received, this Bond is hereby transferred and assigned by the undersigned holder, without recourse,

to _____ on this _____ day
of _____, _____.

By: _____
(Authorized Signature)

For: _____
(Holder)

SCHEDULE A

SCHEDULE OF AMOUNTS ADVANCED

SCHEDULE B

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Administrative Expense Surcharge</u>	<u>Loan Loss Reserve Surcharge</u>	<u>Total Loan Payment</u>
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APPENDIX B-2

[Form of the Series 2025B Bond]

UNITED STATES OF AMERICA
 STATE OF MONTANA
 FLATHEAD COUNTY

CITY OF COLUMBIA FALLS**SEWER SYSTEM REVENUE BOND**

(DNRC WATER POLLUTION CONTROL STATE REVOLVING LOAN PROGRAM),
 SERIES 2025B

R-1	\$382,500
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FOR VALUE RECEIVED, CITY OF COLUMBIA FALLS, MONTANA (the "Borrower"), a duly organized municipal corporation and political subdivision of the State of Montana, acknowledges itself to be specially indebted and, for value received, hereby promises to pay to the Department of Natural Resources and Conservation of the State of Montana (the "DNRC"), or its registered assigns, solely from the Revenue Bond Account of its Sewer System Fund, the principal sum equal to the sum of the amounts entered on Schedule A attached hereto under "Total Amount Advanced," with interest on each such amount from the date such amount is advanced hereunder at the rate of 2.00% per annum on the unpaid balance until paid. In addition, the Borrower shall pay an Administrative Expense Surcharge and a Loan Loss Reserve Surcharge on the outstanding principal amount of this Bond, each at the rate of twenty-five hundredths of one percent (0.25%) per annum. Principal, interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be payable in semiannual installments payable on each January 1 and July 1, commencing January 1, 2026 and concluding on July 1, 2045. The portion of each such payment consisting of principal, the portion consisting of interest, the portion consisting of Administrative Expense Surcharge and the portion consisting of Loan Loss Reserve Surcharge shall be as set forth in Schedule B attached hereto. Upon each disbursement of 2025B Loan amounts to the Borrower pursuant to the Resolution (described below), the DNRC shall enter (or cause to be entered) the amount advanced on Schedule A under "Advances" and the total amount advanced under the Resolution (as hereinafter defined), including such disbursement, under "Total Amount Advanced." The DNRC shall prepare Schedule B and any revised Schedule B, or cause Schedule B and any revised Schedule B to be prepared, as provided in Section 5.1 of the Supplemental Resolution (as hereinafter defined). Schedule B shall be calculated and recalculated on a level debt service basis assuming an interest rate of two and one-half percent (2.50%) per annum. Past-due payments of principal and interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall bear interest at the rate of ten percent (10.00%) per annum, until paid. Interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge shall be calculated on the basis of a 360-day year comprising 12 months of 30 days each. All payments under this Bond shall be made to the registered holder of this Bond, at its address as it appears on the Bond register, in lawful money of the United States of America.

This Bond is one of an issue of Sewer System Revenue Bonds of the Borrower authorized to be issued in one or more series from time to time, and constitutes a series in the maximum authorized principal amount of \$382,500 (the “Series 2025B Bond”). The Series 2025B Bond is issued to finance a portion of the costs of the construction of certain improvements to the sewer system of the Borrower (the “System”). The Series 2025B Bond is issued pursuant to and in full conformity with the Constitution and laws of the State of Montana thereunto enabling, including Montana Code Annotated, Title 7, Chapter 7, Parts 44 and 45, as amended, and ordinances and resolutions duly adopted by the governing body of the Borrower, including Resolution No. 1212 duly adopted by the City Council on September 11, 2000 (the “Original Resolution”), as amended and supplemented by Resolution Nos. 1576, 1643, and ___, adopted by the Council on October 19, 2009, October 15, 2012, and April 21, 2025, respectively (the Original Resolution, as so amended and supplemented, the “Resolution”). Terms used with initial capital letters but not defined herein have the meanings given to them in the Resolution.

The Series 2025B Bond is issuable only as a single, fully registered bond. The Series 2025B Bond is issued on a parity with the Borrower’s outstanding Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2009B (the “Series 2009B Bond”) and its First Amended and Restated Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2009C (the “Series 2009C Bond”). The Borrower is also issuing simultaneously herewith its Subordinate Lien Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Taxable Series 2025A. The 2025B First Advance is made as of the date hereof.

Reference is made to the Resolution for a more complete statement of the terms and conditions upon which the Series 2025B Bond has been issued, the Net Revenues of the System pledged and appropriated for the payment and security thereof, the conditions upon which additional Bonds may be issued under the Resolution and made payable from such Net Revenues on a parity with the Series 2009B Bond, the Series 2009C Bond, the Series 2025B Bond, and any other Bonds thereafter issued under the Resolution (collectively, the “Bonds”) or otherwise, the conditions upon which the Resolution may be amended, the rights, duties and obligations of the Borrower, and the rights of the owners of the Series 2025B Bond.

The Borrower may prepay the principal of the Series 2025B Bond only if (i) a Determination Statement has been delivered, (ii) it obtains the prior written consent of the DNRC thereto, and (iii) no Loan Repayment or Administrative Expense Surcharge or Loan Loss Reserve Surcharge is then delinquent. Any prepayment permitted by the DNRC must be accompanied by payment of accrued interest, and Administrative Expense Surcharge and Loan Loss Reserve Surcharge to the date of prepayment on the amount of principal prepaid. If the Series 2025B Bond is prepaid in part, such prepayments shall be applied to principal payments in inverse order of maturity, or, if the DNRC determines in its discretion, the remaining principal amount following such prepayment will be reamortized over the remaining term of this Series 2025B Bond.

The Series 2025B Bond, including interest and any premium for the redemption hereof, are payable solely from the Net Revenues pledged for the payment thereof and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision.

This Series 2025B Bond has been designated by the Borrower as a “qualified tax-exempt obligation” pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

The Borrower may deem and treat the person in whose name this Series 2025B Bond is registered as the absolute owner hereof, whether this Series 2025B Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and the Borrower shall not be affected by any notice to the contrary. The Series 2025B Bond may be transferred as hereinafter provided.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that the Borrower will prescribe and collect reasonable rates and charges for all services and facilities afforded by the System, including all additions thereto and replacements and improvements thereof, and has created a special Sewer System Fund into which the gross revenues of the System will be paid, and a separate and special Revenue Bond Account in that Sewer System Fund, into which will be paid each month, from and as a first and prior lien on the Net Revenues of the System then on hand, an amount equal to not less than the sum of one-sixth of the interest to become due within the next six months and one-twelfth of the principal to become due within the next twelve months with respect to all Bonds payable semiannually from the Revenue Bond Account; that the Borrower has created a Reserve Account in the Sewer System Fund into which shall be paid additional Net Revenues, after required credits to the Revenue Bond Account, sufficient to maintain a reserve therein equal to, as of the date of calculation, the Reserve Requirement; that the Revenue Bond Account will be used only to pay the principal of, premium, if any, and interest on the Series 2009B Bond, the Series 2009C Bond, the Series 2025B Bond, and any additional Bonds issued pursuant to the Resolution on a parity therewith; that the rates and charges for the System will from time to time be made and kept sufficient, to provide gross income and revenues adequate to pay promptly the reasonable and current Operating Expenses of the System and to produce during each fiscal year Net Revenues not less than 110% of the maximum annual principal and interest payable on the outstanding Bonds in any subsequent fiscal year and to maintain the Reserve Account at the Reserve Requirement; that additional Bonds may be issued and made payable from the Revenue Bond Account on a parity with the Series 2009B Bond, the Series 2009C Bond, the Series 2025B Bond, and other parity Bonds upon certain conditions set forth in the Resolution, but no obligation will be otherwise incurred and made payable from the Net Revenues of the System, unless the lien thereof shall be expressly made subordinate to the lien of the Series 2009B Bond, the Series 2009C Bond, the Series 2025B Bond, and additional Bonds on such Net Revenues; that all provisions for the security of the holder of this Series 2025B Bond set forth in the Resolution will be punctually and faithfully performed as therein stipulated; that all acts, conditions and things required by the Constitution and laws of the State of Montana and the ordinances and resolutions of the Borrower to be done, to exist, to happen and to be performed in order to make this Series 2025B Bond a valid and binding special obligation of the Borrower according to its terms have been done, do exist, have happened and have been performed as so required; and that this Series 2025B Bond and the interest hereon are payable solely from the Net Revenues of the System pledged and appropriated to the Revenue Bond Account and do not constitute a debt of the Borrower within the meaning of any constitutional or statutory limitation or provision and the issuance of the Series 2025B Bond does not cause either the general or the special indebtedness of the Borrower to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City of Columbia Falls, Montana, by its governing body, has caused this Bond to be executed by the signatures of the Mayor and the City Clerk, and has caused the official seal of the Borrower to be affixed hereto, and has caused this Bond to be dated as of the _____ day of _____, 2025.

Mayor

(SEAL)

City Clerk

REGISTRATION AND TRANSFER

This Bond shall be fully registered as to both principal and interest. No transfer of this Bond shall be valid unless and until (1) the registered holder of this Bond, or his duly authorized attorney or legal representative, executes the form of assignment appearing on this Bond, and (2) the City Finance Director as Registrar, has duly noted the transfer on the Bond and recorded the transfer on the Registrar's registration books. The Borrower shall be entitled to deem and treat the person in whose name this Bond is registered as absolute owner thereof for all purposes, notwithstanding any notice to the contrary. Payments on account of the Bond shall be made only to the order of the registered holder thereof, and all such payments shall be valid and effectual to satisfy and discharge the Borrower's liability upon the Bond to the extent of the sum or sums so paid.

REGISTER

The ownership of the unpaid principal balance of this Bond and the interest accruing thereon is registered on the books of the City of Columbia Falls, Montana in the name of the registered holder appearing on the first page hereof or as last noted below:

<u>Date of Registration</u>	<u>Name and Address of Registered Holder</u>	<u>Signature of City Finance Director</u>
, 2025	Department of Natural Resources and Conservation 1539 Eleventh Avenue Helena, MT 59620	

THE FOLLOWING ENTRIES ARE TO BE MADE ONLY BY THE REGISTRAR UPON REGISTRATION OF EACH TRANSFER

The City Finance Director of the City, acting as Registrar, has transferred, on the books of the City, on the date last noted below, ownership of the principal amount of and the accrued interest on this Bond to the new registered holder noted next to such date, except for amounts of principal and interest theretofore paid.

<u>Date of Transfer</u>	<u>Name of New Registered Holder</u>	<u>Signature of Registrar</u>

FORM OF ASSIGNMENT

For value received, this Bond is hereby transferred and assigned by the undersigned holder, without recourse,

to _____ on this _____ day
of _____, _____.

By: _____
(Authorized Signature)

For: _____
(Holder)

SCHEDULE A

SCHEDULE OF AMOUNTS ADVANCED

SCHEDULE B

<u>Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Administrative Expense Surcharge</u>	<u>Loan Loss Reserve Surcharge</u>	<u>Total Loan Payment</u>
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APPENDIX C

ADDITIONAL AGREEMENTS, REPRESENTATIONS AND COVENANTS

NONE

APPENDIX D

\$750,000
 Sewer System Revenue Bonds
 (DNRC Water Pollution Control State Revolving Loan Program)
 consisting of \$367,500 Subordinate Lien Taxable Series 2025A Bond
 and \$382,500 Series 2025B Bond
 City of Columbia Falls, Montana

COMPLIANCE CERTIFICATE AND REQUEST

We, _____, and _____, hereby certify that we are on the date hereof the duly qualified and acting Mayor and the City Clerk, respectively, of the City of Columbia Falls, Montana (the “Borrower”), and that:

1. Pursuant to Resolution No. 1212 duly adopted by the City Council on September 11, 2000 (the “Original Resolution”), as amended and supplemented by Resolution Nos. 1576 and 1643, adopted by the City Council October 19, 2009 and October 15, 2012, respectively, and by Resolution No. _____, adopted on April 21, 2025, entitled “Resolution Relating to \$750,000 Sewer System Revenue Bonds (DNRC Water Pollution Control State Revolving Loan Program), Consisting of \$367,500 Subordinate Lien Taxable Series 2025A Bond and \$382,500 Series 2025B Bond; Authorizing the Issuance and Fixing the Terms and Conditions Thereof” (the “Supplemental Resolution”), the Borrower issued its Subordinate Lien Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Taxable Series 2025A, dated, as originally issued, as of _____, 2025, in the maximum aggregate principal amount of \$367,500 (the “Series 2025A Bond”), and its Sewer System Revenue Bond (DNRC Water Pollution Control State Revolving Loan Program), Series 2025B, dated, as originally issued, as of _____, 2025, in the maximum aggregate principal amount of \$382,500 (the “Series 2025B Bond”). The Borrower has reviewed the Supplemental Resolution, including, without limitation, Articles II and III thereof, and the definitions relating thereto. The Borrower acknowledges and agrees that the Series 2025A Bond evidences a loan made to the Borrower from the DNRC from funds made available to the DNRC from the EPA Capitalization Grant, and that this Certificate is being relied upon by the DNRC for ensuring compliance with requirements applicable to the Borrower, the DNRC, and the 2025 Project (as hereinafter defined). Capitalized terms used herein without definition shall have the meanings given them in the Original Resolution, as amended and supplemented as described above (as so amended and supplemented, the “Resolution”).

2. The Series 2025A Bond is issued to finance a portion of the costs of construction and installation of various improvements to the System, generally described as the 2025 Project (the “2025 Project”) in the Resolution. Construction of the 2025 Project has complied with all federal and state standards, including, without limitation, EPA regulations and standards. The 2025 Project is expected to be completed and placed in service on or about _____, 20____.

3. Costs of the 2025 Project in the amount of \$_____ have been paid as of the date of delivery of this Certificate. The Borrower hereby waives its right to any remaining

2025A Committed Amount not advanced or to be advanced upon delivery hereof. The Borrower specifically confirms and agrees that any remaining amounts of the 2025 Loans to be lent to the Borrower, if any, shall be evidenced by the Series 2025B Bond.

4. As of the date hereof, the Borrower has spent the following amounts in connection with the 2025 Project and costs related thereto:

Office Cost	
Bond Counsel	
Audit Fees	
Debt Service Reserve	
Project Management (Engineering)	
Preliminary Engineering Design	
Final Engineering Design	
Construction Inspection Eng.	
Construction	
Contingency	
TOTAL PROJECT BUDGET	

Of such amounts, \$ _____ were paid from advances of proceeds of the Series 2025A Bond.

5. The Trustee has delivered to the Borrower a copy of Schedule B to be attached to the Series 2025A Bond, which reflects the amortization of all advances made or to be made on the date hereof of proceeds of the Series 2025A Bond (i.e., \$ _____). The Borrower hereby acknowledges and agrees that Schedule B has been calculated in accordance with the provisions of the Resolution and the Indenture, and that the Series 2025A Bond, with said Schedule B attached thereto, has been duly issued pursuant to the Resolution and is a valid and binding obligation of the Borrower in accordance with its terms and the terms of the Resolution; provided, however, if the DNRC delivers a Forgiveness Statement, the Borrower's obligation to repay the principal of the Series 2025A Bond and interest and surcharges thereon is thereupon forgiven, and if the DNRC delivers a Noncompliance Statement, amounts advanced under the 2025A Loan evidenced by the Series 2025A Bond shall bear interest from and after the first advance of principal of the Series 2025A Bond at the rate of two percent (2.00%) per annum and the Borrower shall pay currently with interest the Administrative Expense Surcharge and the Loan Loss Reserve Surcharge, all as described in Section 5.1.2 of the Supplemental Resolution authorizing the Series 2025A Bond.

6. The representations of the Borrower contained in Articles II and III of the Supplemental Resolution are true and complete as of the date hereof as if made on this date, except to the extent that the Borrower has specifically advised the DEQ and the DNRC otherwise in writing.

7. No default in any covenant or agreement on the part of the Borrower contained in the Resolution has occurred and is continuing.

8. The Borrower is delivering this Certificate to the DNRC, in part, to ensure compliance with EPA regulations and standards. The Borrower certifies that (i) all laborers and mechanics employed by contractors and subcontractors on the 2025 Project have been and will be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40, United States Code; and (ii) either (a) all the iron and steel products used in the 2025 Project are produced in the United States in compliance with and within the meaning of the “American Iron and Steel” provisions of Section 436 of the Consolidated Appropriations Act of 2014 (P.L. 113-76), as amended, or (b) all iron and steel, manufactured products, and construction materials used in the 2025 Project are produced in the United States in compliance with and within the meaning of the provisions of the Build America, Buy America Act (“BABA”) of the Infrastructure Investment and Jobs Act (P.L. 117-58, div. G, title IX, Nov. 15, 2021, 135 Stat. 1294, as amended by P.L. 117-67, div. B, title II, §10254, Aug. 9, 2022, 136 Stat. 1502, and as further amended).

9. The Borrower acknowledges and agrees that this Certificate completed by the Borrower in form satisfactory to the DNRC must be executed and delivered to the DNRC by the date that is 30 days after receipt of the form of this Certificate from the DNRC. By submitting this Certificate, the Borrower requests that the DNRC forgive the obligation of the Borrower to repay the principal of the Series 2025A Bond, together with interest and surcharges thereon. The Borrower acknowledges and agrees that (i) the forgiveness of principal of and interest and surcharges on the Series 2025A Bond by the DNRC is contingent on the timely delivery of this Certificate by the Borrower in satisfactory form as determined in the DNRC’s sole and complete discretion, (ii) the DNRC has no obligation to grant such forgiveness; and (iii) if the DNRC delivers to the Borrower a Noncompliance Statement, (a) the obligation of the Borrower to repay the principal of the Series 2025A Bond plus interest and Administrative Expense Surcharge and Loan Loss Reserve Surcharge thereon shall continue in full force and effect until the principal of the Series 2025A Bond advanced and interest, Administrative Expense Surcharge, and Loan Loss Reserve Surcharge thereon are paid in full, as set forth in Schedule B delivered pursuant to paragraph 5 above, and as provided in the Series 2025A Bond and the Resolution, and (b) the Borrower shall, as necessary, within the 3-month period specified in the Supplemental Resolution, adjust its rates and charges to produce Net Revenues and Surplus Net Revenues required by the rate covenant in the Resolution.

WITNESS our hands on behalf of the Borrower as of this _____ day of _____, 20___.

CITY OF COLUMBIA FALLS, MONTANA

By _____
Mayor

By _____
City Clerk



COLUMBIA FALLS

City Manager's Report

Item No. 10.

City Calendar

10 Apr: Planning Commission

- ***Public Hearing*** Housing Study (SB382)

16 Apr: Government Study Commission

- Review Local Government Survey

21 Apr: City Council Regular Mtg

- BSNF/MDOT Tri-lateral Agreement -12th Ave
- Grant & Loan Updates

26 Apr: Skatepark Grand Opening

- Ribbon cutting at 1:15 PM

5 May: City Council Regular Mtg

- ***Public Hearing*** - Housing Study (SB382)

8 May: Planning Commission

- ***Public Hearing*** - Railroad Field Homes Project with Habitat for Humanity

19 May: City Council Regular Mtg

- Approve Council Procedures



Staff Highlights

City Manager

- Orientation with City Staff/Community
- FY2025-2026 Budget
- Project & Grant Updates

Public Works & Planning

- Skatepark Landscaping
- Fenholz Park Restroom Installed
- Parks—Restrooms Open for the Season
- WWTP Project
- Reviewing PERs for Water & Sewer (SB382)

Human Resources

- Hiring: Pool Manager and Staff

Police

- Assisted Missing Person search
- Trauma Casualty Care Training

Fire

- GPIA Aircraft Rescue & Fire Fighting (ARFF) Training
- Weyerhauser Fire Response - 4/16

Finance & Admin

- Grant Management
- 2025-2026 Budget Prep

City Manager Report

Item No. 10.

- **Council Inquiries from April 7, 2025 Council Meeting**

- Hwy 2 Turn Signals. City Manager will contact MDOT for Traffic Study metrics needed to shift signals from “flashing yellow” to “green”. Upon receipt of DOT’s metrics and decision calculus, staff will prepare a letter for Mayor and/or Council signature.
- Park Restroom Hours of Operation. Public Works Department is ordering signs to display the hours of operation. Park restrooms will be open starting next week following monthly water meter readings.
 - ***Note: All park restrooms are open during park hours and are time activated to automatically open from 8:00 AM -10:00 PM daily.***
- Pickleball Court Second Gate. In work - getting estimates.
- Columbus Park Swing Adjustment. In work to inspect and adjust swing heights (mulch or chain length) to target CPSC Public Playground Safety Standards.
- Columbus Park Volleyball Court Fence. Staff will present options and cost estimates to the Parks Committee during Budget 2025-26 deliberations.
- Columbus Park Parking 2nd Ave E. Staff will present options and cost estimates to the Parks Committee during Budget 2025-26 development.
- Dog Park. Added to future growth options.

- **Interest Items**

- Skatepark. The Skatepark has led to a wonderful increase in park usage by the community. The Public Works Department and Police are aware of parking and noise complaints and are proactively working to ensure a positive experience for everyone and limit excessive impact to neighbors.
- City Communication Strategy (Webpage review, Social Media Strategy, etc.)

- **Budget: FY2024-25 Execution and FY2025-26 Development**

- Anticipate a FY2024-25 Budget Amendment for Capital Overlay
- FY2025-26 Budget Plan of Action in work
- City Contracts Comprehensive Review simultaneous to Budget Development

- **League of Cities and Montana Municipal Interlocal Authority**

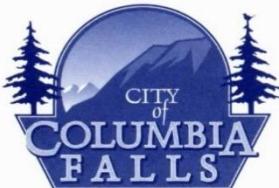
- **FY2026 Inflation Factor – 2.11%** for mill levy calculations
- **FY2026 MMIA Employee Benefits Program Renewal – 12.2%** Final Rate Adjustment
- Read the most recent [Municipal Bulletin - April 16, 2025](#)

Visit the City of Columbia Falls Website and Contact Us for Questions

<https://www.cityofcolumbiafalls.org/>

<https://www.cityofcolumbiafalls.org/contact-us>

<https://www.cityofcolumbiafalls.org/meetings>



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

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

Item No.11.

DATE: April 21, 2025
TO: Mayor and City Council
FROM: Jessica Rice, Finance Director
Eric Hanks, City Manager

RE: Financial Report – March 31, 2025

Attached are the following condensed monthly reports for your review. Reports reflect activity from July 1, 2024 through March 31, 2025.

We have completed 75% of the fiscal year. The accounting system has been updated to include all budgetary information as previously amended by City Council, by Resolution.

First report: Summary of **Revenues Budget and Actual** for the Month of March and Year to Date. In total, we have received 61% of total revenues budgeted. The second half of tax collections will be received in June.

Second report: Summary of **Expenditures Budget and Actual** for the Month of March and Year to Date. There are no significant variances from anticipated expenditures/expenses. In total, we have committed 43% of the total expenditure budget. The City Administration will bring forward a budget amended for Fund 4020 Capital Projects – General Equipment for the unanticipated police vehicle additions and the Fire Department Equipment purchase made with proceeds from the sale of the Rescue.

Third report: Detail revenue and expenditures/expense for the General Fund, Water Operating Fund, and Sewer Operating Fund. These reports show detail totals of revenues by source and expenditures/expenses by activity.

- The General Fund has collected \$158,652.19 less in revenue than as currently showing as expended.
- The Water Fund reflects revenues exceeding expenses by \$87,221.13.
- The Sewer Fund reflects YTD reflects expenses exceeding revenues by \$761,950.65, due largely to the WWTP upgrade project. The SRF loan funds will cover these expenses along with the final ARPA request and cash transfers from ARPA Fund 2991 (\$697,607).

Fourth report: The Cash Balance report for March 31, 2025 has been provided as a separate report for your review.

Should you have any questions on these reports or any financial matter, please do not hesitate to contact me via email: financedirector@cityofcolumbiafalls.com or by phone at 406-892-4327.

04/18/25
14:19:45CITY OF COLUMBIA FALLS
Statement of Revenue Budget vs Actuals
For the Accounting Period: 3 / 25Page: 1 of 2
Report ID: B110F

Fund	Received		Revenue		%
	Current Month	Received YTD	Estimated Revenue	To Be Received	
1000 GENERAL FUND	258,069.12	3,070,887.12	4,579,087.00	1,508,199.88	67 %
2100 RESORT TAX	48,275.06	1,310,365.52	1,532,940.00	222,574.48	85 %
2260 Emergency Disaster	101.51	1,638.08	500.00	-1,138.08	328 %
2310 TAX INCREMENT DISTRICT FUND	21,437.20	925,930.28	1,423,684.00	497,753.72	65 %
2311 TEDD-INDUSTRIAL PARK	270.97	19,251.30	34,260.00	15,008.70	56 %
2312 TEDD - COLUMBIA RISING IND PARK	1,705.53	151,240.23	130,137.00	-21,103.23	116 %
2350 Local Government Review	367.88	27,919.06	50,000.00	22,080.94	56 %
2372 PERMISSIVE MEDICAL LEVY	2,050.12	201,550.46	344,742.00	143,191.54	58 %
2394 BUILDING CODE ENFORCEMENT FUND	15,571.40	154,531.71	193,450.00	38,918.29	80 %
2400 SPECIAL LIGHTING DISTRICT FUND	311.46	20,939.04	30,749.00	9,809.96	68 %
2500 SPECIAL STREET MAINTENANCE DISTRICT FUND	2,998.44	407,999.75	565,563.00	157,563.25	72 %
2700 CEDAR CREEK TRUST	3,893.69	41,404.07	103,982.00	62,577.93	40 %
2820 GAS TAX FUND	850.00	167,389.09	231,574.00	64,184.91	72 %
2917 CRIME VICTIMS ASSISTANCE FUND	383.00	3,585.68	6,000.00	2,414.32	60 %
2940 CDBG-HOME INVESTMENT PARTNERSHIP PROGRAM GRANT	0.00	0.00	7,627.00	7,627.00	0 %
2959 EDA	0.00	100,000.00	100,000.00	0.00	100 %
2995 RAISE Grant	0.00	500,000.00	1,286,298.00	786,298.00	39 %
3534 SID 34 FUND - 5th Avenue Water Main	18.08	4,177.11	5,483.00	1,305.89	76 %
3536 SID 36 FUND - Talbott & 4th Avenue Water Main	14.88	2,489.07	3,344.00	854.93	74 %
3538 SID 38 FUND - Riverwood	484.52	22,893.92	33,481.00	10,587.08	68 %
4000 CAPITAL PROJECTS FUND - Building Improvements	466.54	4,413.29	5,000.00	586.71	88 %
4010 CAPITAL PROJECTS FUND - Parks Improvements	230.04	452,758.91	764,000.00	311,241.09	59 %
4020 CAPITAL PROJECTS FUND - General Equipment	9,181.42	185,886.98	118,000.00	-67,886.98	158 %
4040 CAPITAL PROJECTS FUND - Street Construction	4,134.86	427,188.90	430,000.00	2,811.10	99 %
5210 WATER ENTERPRISE FUND	50,040.77	671,723.02	901,640.00	229,916.98	75 %
5211 WATER CAPITAL EXPANSION	5,079.67	40,800.70	80,000.00	39,199.30	51 %

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14:19:45

CITY OF COLUMBIA FALLS
Statement of Revenue Budget vs Actuals
For the Accounting Period: 3 / 25

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Fund	Received	Revenue		%
	Current Month	Received YTD	Estimated Revenue	
5310 SEWER ENTERPRISE FUND	89,389.92	2,728,803.52	6,252,932.00	3,524,128.48 44 %
5311 SEWER CAPITAL EXPANSION	11,780.19	82,044.00	110,000.00	27,956.00 75 %
7120 FIRE RELIEF DISABILITY/PENSION FUND	2,516.39	28,534.98	67,627.00	39,092.02 42 %
Grand Total:	529,622.66	11,756,345.79	19,392,100.00	7,635,754.21 61 %

04/18/25
14:16:05CITY OF COLUMBIA FALLS
Statement of Expenditure - Budget vs. Actual Report
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Fund	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
1000 GENERAL FUND	246,009.42	3,229,539.31	5,097,864.00	5,097,864.00	1,868,324.69	63%
2100 RESORT TAX	0.00	1,091,656.48	1,091,657.00	1,091,657.00		0.52 100%
2310 TAX INCREMENT DISTRICT FUND	0.00	287,703.20	1,946,488.00	3,268,753.00	2,981,049.80	9%
2311 TEDD-INDUSTRIAL PARK	0.00	0.00	0.00	75,000.00	75,000.00	0%
2312 TEDD - COLUMBIA RISING IND PARK	0.00	0.00	0.00	436,893.00	436,893.00	0%
2350 Local Government Review	300.00	1,400.00	20,000.00	20,000.00	18,600.00	7%
2372 PERMISSIVE MEDICAL LEVY	0.00	192,435.54	357,172.00	357,172.00	164,736.46	54%
2394 BUILDING CODE ENFORCEMENT FUND	4,123.71	123,366.29	144,066.00	182,016.00	58,649.71	68%
2400 SPECIAL LIGHTING DISTRICT FUND	2,577.84	23,136.83	51,669.00	51,669.00	28,532.17	45%
2500 SPECIAL STREET MAINTENANCE DISTRICT	58,438.07	379,287.23	600,989.00	600,989.00	221,701.77	63%
2700 CEDAR CREEK TRUST	0.00	0.00	288,302.00	288,302.00	288,302.00	0%
2820 GAS TAX FUND	0.00	164,827.00	357,078.00	357,078.00	192,251.00	46%
2917 CRIME VICTIMS ASSISTANCE FUND	977.50	3,585.68	6,000.00	6,000.00	2,414.32	60%
2940 CDBG-HOME INVESTMENT PARTNERSHIP	0.00	0.00	34,264.00	34,264.00	34,264.00	0%
2959 EDA	0.00	106.45	210,432.00	210,432.00	210,325.55	0%
2991 ARPA (State and Local Fiscal	0.00	0.00	693,092.00	697,607.00	697,607.00	0%
2995 RAISE Grant	168,551.41	257,792.12	1,259,014.00	1,259,014.00	1,001,221.88	20%
3534 SID 34 FUND - 5th Avenue Water Main	0.00	0.00	5,483.00	5,483.00	5,483.00	0%
3536 SID 36 FUND - Talbott & 4th Avenue	0.00	0.00	3,344.00	3,344.00	3,344.00	0%
3538 SID 38 FUND - Riverwood	0.00	20,359.80	25,972.00	33,258.00	12,898.20	61%
4000 CAPITAL PROJECTS FUND - Building	0.00	19,915.96	38,000.00	38,000.00	18,084.04	52%
4010 CAPITAL PROJECTS FUND - Parks	994.00	702,788.39	811,000.00	811,000.00	108,211.61	87%
4020 CAPITAL PROJECTS FUND - General	8,540.51	102,700.56	106,000.00	106,000.00	3,299.44	97%
4040 CAPITAL PROJECTS FUND - Street	0.00	0.00	1,113,173.00	1,113,173.00	1,113,173.00	0%
5210 WATER ENTERPRISE FUND	44,105.52	584,501.89	1,137,994.00	1,137,994.00	553,492.11	51%

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Statement of Expenditure - Budget vs. Actual Report
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Fund	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Comm.
5211 WATER CAPITAL EXPANSION	0.00	400,000.00	400,000.00	400,000.00	0.00	100%
5310 SEWER ENTERPRISE FUND	87,894.60	3,490,754.17	6,797,586.00	6,797,586.00	3,306,831.83	51%
5311 SEWER CAPITAL EXPANSION	0.00	0.00	1,200,445.00	1,200,445.00	1,200,445.00	0%
7120 FIRE RELIEF DISABILITY/PENSION FUND	0.00	0.00	67,627.00	67,627.00	67,627.00	0%
Grand Total:	622,512.58	11,075,856.90	23,864,711.00	25,748,620.00	14,672,763.10	43%

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14:22:59CITY OF COLUMBIA FALLS
Revenue/Expenditure Ledger
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1000 GENERAL FUND

	Beginning	Debit	Credit	Net Change	Ending Balance
REVENUE					
311010 Real Property Taxes	645,157.23	2,185.98	8,460.63	6,274.65	651,431.88
311020 Personal Property Taxes	9,429.61	69.23	126.99	57.76	9,487.37
312000 Penalty & Interest on Delinquent	1,344.62	0.00	145.70	145.70	1,490.32
314150 Local Option - Marijuana Excise Tax	25,880.94	0.00	0.00	0.00	25,880.94
322010 Alcoholic Beverage Licenses and	7,237.50	0.00	0.00	0.00	7,237.50
322020 Professional Business Registrations	7,760.00	0.00	760.00	760.00	8,520.00
322030 General Business Registrations	11,500.00	0.00	960.00	960.00	12,460.00
323060 Non-Exclusive Cable TV Franchise	35,992.48	0.00	0.00	0.00	35,992.48
331081 DNRC Forestry Grant/ VFA CFDA	0.00	0.00	0.00	0.00	0.00
331112 Stonegarden Grant CFDA # 97.067	1,312.81	0.00	0.00	0.00	1,312.81
334000 State Grants/Hwy Safety	3,509.69	0.00	0.00	0.00	3,509.69
334122 DNRC Grant	0.00	0.00	850.00	850.00	850.00
334220 SLIPA - HB 355	0.00	0.00	0.00	0.00	0.00
334230 DOC Housing Grant	0.00	0.00	0.00	0.00	0.00
335120 Gambling Licenses & Permits	15,100.00	0.00	0.00	0.00	15,100.00
335230 State Entitlement	430,924.58	0.00	215,462.29	215,462.29	646,386.87
336020 State On-Behalf Retirement	0.00	0.00	0.00	0.00	0.00
337340 Flathead County (EMS)	7,131.73	0.00	0.00	0.00	7,131.73
337350 Flathead County (SRO)	0.00	0.00	0.00	0.00	0.00
337360 School District #6 (SRO)	0.00	0.00	0.00	0.00	0.00
341000 General Miscellaneous (Copies,	1,356.55	0.01	456.01	456.00	1,812.55
341070 Planning and Zoning Fees	6,814.45	0.00	5,211.00	5,211.00	12,025.45
342020 Special Fire Protection Services	150,150.00	0.00	75.00	75.00	150,225.00
342021 Fire Protective Inspections	18,846.00	0.00	2,064.00	2,064.00	20,910.00
346030 Swimming Pool User Fees	7,138.00	0.00	0.00	0.00	7,138.00
346031 Parks Use Permits/Fees	3,064.00	0.00	268.00	268.00	3,332.00
346033 Swim Lessons	5,140.00	0.00	0.00	0.00	5,140.00
346034 Individual Swim Pass	0.00	0.00	0.00	0.00	0.00
346035 Lap Swim Pass	162.00	0.00	0.00	0.00	162.00
346036 Family Swim Pass	1,265.00	0.00	0.00	0.00	1,265.00
346037 Pool Parties	791.00	0.00	0.00	0.00	791.00
346050 Swim Team Agreement	0.00	0.00	0.00	0.00	0.00
351030 City Courts Fines & Forfeitures	128,485.37	0.00	16,651.50	16,651.50	145,136.87
351031 Court Fines Surcharge	5,721.75	0.00	1,025.00	1,025.00	6,746.75
351034 Court Administration Costs	532.39	0.00	54.50	54.50	586.89
362000 Refunds, Rebates, Dividends	613.21	0.00	0.00	0.00	613.21
366000 Miscellaneous	600.23	0.00	0.00	0.00	600.23
371010 Investment Earnings	120,775.41	0.00	15,253.72	15,253.72	136,029.13
382010 Sale of General Fixed Assets	7,500.00	7,500.00	0.00	(7,500.00)	0.00
383000 Interfund Operating Transfer	1,151,581.45	0.00	0.00	0.00	1,151,581.45
Total REVENUE	2,812,818.00	9,755.22	267,824.34	258,069.12	3,070,887.12
EXPENDITURES					
410100 LEGISLATIVE SERVICES	33,537.04	2,563.89	0.00	2,563.89	36,100.93
410131 Tree City Program (Tree Board)	7,049.31	954.56	0.00	954.56	8,003.87
410132 Arbor Day (Tree Board)	0.00	0.00	0.00	0.00	0.00
410360 CITY COURT	152,072.62	18,154.06	0.00	18,154.06	170,226.68
410365 CITY COURT PROSECUTION	38,777.72	4,308.63	0.00	4,308.63	43,086.35

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Revenue/Expenditure Ledger
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1000 GENERAL FUND

	Beginning	Debit	Credit	Net Change	Ending Balance
410400 ADMINISTRATIVE SERVICES	52,039.89	8,692.83	0.00	8,692.83	60,732.72
410500 DEPT. OF FINANCE	149,080.65	13,477.70	183.99	13,293.71	162,374.36
410580 Computer Systems & Programs	22,820.92	7,417.51	0.00	7,417.51	30,238.43
411000 PLANNING & ZONING	71,078.22	5,718.59	0.00	5,718.59	76,796.81
411100 LEGAL SERVICES	27,886.41	3,065.99	0.00	3,065.99	30,952.40
411200 FACILITIES ADMINISTRATION	82,433.07	7,901.15	0.00	7,901.15	90,334.22
411800 Employee Asst Program & Flex Plan	1,180.00	0.00	0.00	0.00	1,180.00
420100 LAW ENFORCEMENT SERVICES	1,099,787.57	113,750.66	1,619.26	112,131.40	1,211,918.97
420400 FIRE PROTECTION & CONTROL	364,269.97	39,130.31	0.00	39,130.31	403,400.28
420730 Emergency Medical Services	4,746.49	323.28	0.00	323.28	5,069.77
430200 ROAD & STREET SERVICES	45.98	0.00	0.00	0.00	45.98
430400 Transit Systems	0.00	0.00	0.00	0.00	0.00
431200 Flood Control-High Hazard Dam	1,031.45	304.38	0.00	304.38	1,335.83
440600 ANIMAL CONTROL SERVICES	0.00	4,250.00	0.00	4,250.00	4,250.00
460400 PARK & RECREATION SERVICES	129,863.85	10,156.54	4.00	10,152.54	140,016.39
460445 SWIMMING POOL	61,503.71	317.13	0.00	317.13	61,820.84
490500 Other Debt Service Payments	9,005.19	0.00	0.00	0.00	9,005.19
510100 SPECIAL ASSESSMENTS	8,872.86	0.00	0.00	0.00	8,872.86
510300 ORDINANCE CODIFICATION/CONSULTANTS	1,700.00	0.00	0.00	0.00	1,700.00
510330 Comprehensive Liability Insurance	100,746.97	7,329.46	0.00	7,329.46	108,076.43
510620 TERMINATION COSTS	0.00	0.00	0.00	0.00	0.00
521000 INTERFUND OPERATING TRANSFERS OUT	564,000.00	0.00	0.00	0.00	564,000.00
Total EXPENDITURES	2,983,529.89	247,816.67	1,807.25	246,009.42	3,229,539.31

Revenue less Expenditures Current Month 12,059.70

Revenue less Expenditures Year to Date (158,652.19)

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Revenue/Expenditure Ledger
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5210 WATER ENTERPRISE FUND

	Beginning	Debit	Credit	Net Change	Ending Balance
REVENUE					
334220 SLIPA - HB 355	0.00	0.00	0.00	0.00	0.00
343020 Water Administration Fee	250.00	0.00	0.00	0.00	250.00
343021 Metered Water Sales	522,497.72	0.00	41,649.92	41,649.92	564,147.64
343022 Water Testing Charge - 75-6-108	4,272.00	0.00	0.00	0.00	4,272.00
343024 Sale of Materials, Supplies & Misc.	18,005.82	0.00	2,087.80	2,087.80	20,093.62
343025 Water Permit Fees	350.00	0.00	100.00	100.00	450.00
343026 Water Connection Fees/New	3,454.00	5.00	300.00	295.00	3,749.00
343027 Repairs/Materials & Supplies	22,477.53	0.00	0.00	0.00	22,477.53
343028 Late Charges/Disconnect &	6,492.00	32.00	632.00	600.00	7,092.00
362000 Refunds, Rebates, Dividends	1,625.25	0.00	0.00	0.00	1,625.25
363020 Special Assmts - Bond P&I	0.00	0.00	0.00	0.00	0.00
371010 Investment Earnings	42,257.93	0.00	5,308.05	5,308.05	47,565.98
Total REVENUE	621,682.25	37.00	50,077.77	50,040.77	671,723.02
EXPENDITURES					
430500 Water Operating	387,982.78	30,839.57	540.67	30,298.90	418,281.68
430560 Administration	53,541.57	7,997.40	0.00	7,997.40	61,538.97
430570 Water Customer Accounting &	49,800.96	5,809.22	0.00	5,809.22	55,610.18
490210 Revenue Bonds, Series 2005	15,348.75	0.00	0.00	0.00	15,348.75
490220 Water Revenue Bonds Series 2020	21,075.00	0.00	0.00	0.00	21,075.00
510330 Comprehensive Liability Insurance	12,647.31	0.00	0.00	0.00	12,647.31
510400 Depreciation	0.00	0.00	0.00	0.00	0.00
Total EXPENDITURES	540,396.37	44,646.19	540.67	44,105.52	584,501.89

Revenue less Expenditures Current Month 5,935.25

Revenue less Expenditures Year to Date 87,221.13

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5310 SEWER ENTERPRISE FUND

	Beginning	Debit	Credit	Net Change	Ending Balance
REVENUE					
331991 CARES/ARPA GRANT CFDA#21.019/21.027	1,802,440.49	0.00	0.00	0.00	1,802,440.49
334220 SLIPA - HB 355	0.00	0.00	0.00	0.00	0.00
343030 Sewer Administrative Fees	125.00	0.00	0.00	0.00	125.00
343031 Sewer Service Charges	773,587.99	54.50	82,381.01	82,326.51	855,914.50
343032 Sewer Connection Fees/New	1,050.00	0.00	450.00	450.00	1,500.00
343033 Sewer Permit Fees	350.00	0.00	150.00	150.00	500.00
343035 Sale of Materials, Supplies & Misc.	562.72	0.00	70.34	70.34	633.06
343038 Disposal Fee Agreements	3,635.21	0.00	0.00	0.00	3,635.21
362000 Refunds, Rebates, Dividends	4,400.32	0.00	0.00	0.00	4,400.32
363020 Special Assmts - Bond P&I	0.00	0.00	0.00	0.00	0.00
371010 Investment Earnings	53,261.87	0.00	6,393.07	6,393.07	59,654.94
381021 Revenue Bonds - WPCSRF "A" Loan	0.00	0.00	0.00	0.00	0.00
381022 Revenue Bonds - WPCSRF "B" Loan	0.00	0.00	0.00	0.00	0.00
383000 Interfund Operating Transfer	0.00	0.00	0.00	0.00	0.00
Total REVENUE	2,639,413.60	54.50	89,444.42	89,389.92	2,728,803.52
EXPENDITURES					
430600 Sewer Operating	3,233,878.54	75,990.45	1,813.34	74,177.11	3,308,055.65
430610 Sewer Administration	53,539.60	7,995.57	0.00	7,995.57	61,535.17
430670 Sewer Customer Accounting &	49,126.92	5,721.92	0.00	5,721.92	54,848.84
490215 Revenue Bonds, Series 2009	23,651.25	0.00	0.00	0.00	23,651.25
510330 Comprehensive Liability Insurance	42,663.26	0.00	0.00	0.00	42,663.26
510400 Depreciation	0.00	0.00	0.00	0.00	0.00
Total EXPENDITURES	3,402,859.57	89,707.94	1,813.34	87,894.60	3,490,754.17
Revenue less Expenditures Current Month					1,495.32
Revenue less Expenditures Year to Date (761,950.65)
Grand Total Revenue less Expenditures Current Month					19,490.27
Grand Total Revenue less Expenditures Year to Date (833,381.71)

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14:24:45CITY OF COLUMBIA FALLS
Cash Report
For the Accounting Period: 3/25Page: 1 of 3
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Fund/Account	Beginning Balance	Received	Transfers In	Transfers Disbursed	Transfers Out	Ending Balance
1000 GENERAL FUND						
101000 CASH/CASH EQUIVALENTS	428,220.70	266,844.13	183.99	9,300.01	274,531.16	411,417.65
102000 CASH - RESERVE	1,050,021.00	0.00	0.00	0.00	0.00	1,050,021.00
102015 Cash-Restricted for	65,424.06	0.00	0.00	0.00	0.00	65,424.06
102200 CASH - RESTRICTED DONATIONS	1,000.00	0.00	0.00	0.00	0.00	1,000.00
103000 CASH - CHANGE FUND/PETTY	200.00	0.00	0.00	0.00	0.00	200.00
Total Fund	1,544,865.76	266,844.13	183.99	9,300.01	274,531.16	1,528,062.71
2100 RESORT TAX						
101000 CASH/CASH EQUIVALENTS	-182,908.81	48,275.06	0.00	0.00	0.00	-134,633.75
102000 CASH - RESERVE	1,445,000.00	0.00	0.00	0.00	0.00	1,445,000.00
102180 Cash Restricted - Public	212,927.00	0.00	0.00	0.00	0.00	212,927.00
102190 Cash Restricted - Other	302,182.00	0.00	0.00	0.00	0.00	302,182.00
Total Fund	1,777,200.19	48,275.06				1,825,475.25
2260 Emergency Disaster						
101000 CASH/CASH EQUIVALENTS	24,707.77	101.51	0.00	0.00	0.00	24,809.28
2310 TAX INCREMENT DISTRICT FUND						
101000 CASH/CASH EQUIVALENTS	2,461,861.78	21,437.20	0.00	0.00	2.59	2,483,296.39
102000 CASH - RESERVE	608,147.00	0.00	0.00	0.00	0.00	608,147.00
Total Fund	3,070,008.78	21,437.20			2.59	3,091,443.39
2311 TEDD-INDUSTRIAL PARK						
101000 CASH/CASH EQUIVALENTS	30,144.42	270.97	0.00	0.00	0.00	30,415.39
102000 CASH - RESERVE	42,350.00	0.00	0.00	0.00	0.00	42,350.00
Total Fund	72,494.42	270.97				72,765.39
2312 TEDD - COLUMBIA RISING IND PARK						
101000 CASH/CASH EQUIVALENTS	132,143.47	1,705.53	0.00	0.00	0.00	133,849.00
102000 CASH - RESERVE	324,147.00	0.00	0.00	0.00	0.00	324,147.00
Total Fund	456,290.47	1,705.53				457,996.00
2350 Local Government Review						
101000 CASH/CASH EQUIVALENTS	-3,548.82	367.88	0.00	0.00	300.00	-3,480.94
102000 CASH - RESERVE	30,000.00	0.00	0.00	0.00	0.00	30,000.00
Total Fund	26,451.18	367.88			300.00	26,519.06
2372 PERMISSIVE MEDICAL LEVY						
101000 CASH/CASH EQUIVALENTS	19,495.10	2,050.12	0.00	0.00	0.00	21,545.22
102000 CASH - RESERVE	4,337.00	0.00	0.00	0.00	0.00	4,337.00
Total Fund	23,832.10	2,050.12				25,882.22
2394 BUILDING CODE ENFORCEMENT FUND						
101000 CASH/CASH EQUIVALENTS	33,083.85	15,571.40	0.00	0.00	3,883.91	44,771.34
102000 CASH - RESERVE	119,144.00	0.00	0.00	0.00	0.00	119,144.00
Total Fund	152,227.85	15,571.40			3,883.91	163,915.34
2400 SPECIAL LIGHTING DISTRICT FUND						
101000 CASH/CASH EQUIVALENTS	20,988.28	311.46	0.00	0.00	2,577.84	18,721.90
102000 CASH - RESERVE	5,479.00	0.00	0.00	0.00	0.00	5,479.00
Total Fund	26,467.28	311.46			2,577.84	24,200.90
2500 SPECIAL STREET MAINTENANCE DISTRICT FUND						
101000 CASH/CASH EQUIVALENTS	119,578.01	3,357.09	0.00	0.00	42,668.22	80,266.88
102000 CASH - RESERVE	40,700.00	0.00	0.00	0.00	0.00	40,700.00
Total Fund	160,278.01	3,357.09			42,668.22	120,966.88

04/18/25
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Cash Report
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Fund/Account	Beginning Balance	Received	Transfers In	Transfers Disbursed	Transfers Out	Ending Balance
2700 CEDAR CREEK TRUST						
101000 CASH/CASH EQUIVALENTS	221,830.05	3,893.69	0.00	0.00	0.00	225,723.74
102030 Cash/Investments-Restricted	819,874.07	0.00	0.00	0.00	0.00	819,874.07
Total Fund	1,041,704.12	3,893.69				1,045,597.81
2820 GAS TAX FUND						
101000 CASH/CASH EQUIVALENTS	127,216.40	850.00	0.00	0.00	0.00	128,066.40
2917 CRIME VICTIMS ASSISTANCE FUND						
101000 CASH/CASH EQUIVALENTS	594.50	383.00	0.00	0.00	977.50	0.00
2940 CDBG-HOME INVESTMENT PARTNERSHIP PROGRAM GRANT FUND						
101000 CASH/CASH EQUIVALENTS	26,637.14	0.00	0.00	0.00	0.00	26,637.14
2959 EDA						
101000 CASH/CASH EQUIVALENTS	-351,675.00	0.00	0.00	0.00	0.00	-351,675.00
2991 ARPA (State and Local Fiscal Recovery Funds) 21.027						
101000 CASH/CASH EQUIVALENTS	693,091.81	0.00	0.00	0.00	0.00	693,091.81
102000 CASH - RESERVE	4,515.00	0.00	0.00	0.00	0.00	4,515.00
Total Fund	697,606.81					697,606.81
2995 RAISE Grant						
101000 CASH/CASH EQUIVALENTS	383,475.29	0.00	0.00	0.00	168,551.41	214,923.88
102000 CASH - RESERVE	27,284.00	0.00	0.00	0.00	0.00	27,284.00
Total Fund	410,759.29				168,551.41	242,207.88
3534 SID 34 FUND - 5th Avenue Water Main						
101000 CASH/CASH EQUIVALENTS	4,159.03	18.08	0.00	0.00	0.00	4,177.11
102000 CASH - RESERVE	677.06	0.00	0.00	0.00	0.00	677.06
Total Fund	4,836.09	18.08				4,854.17
3536 SID 36 FUND - Talbott & 4th Avenue Water Main						
101000 CASH/CASH EQUIVALENTS	2,474.19	14.88	0.00	0.00	0.00	2,489.07
102000 CASH - RESERVE	1,506.34	0.00	0.00	0.00	0.00	1,506.34
Total Fund	3,980.53	14.88				3,995.41
3538 SID 38 FUND - Riverwood						
101000 CASH/CASH EQUIVALENTS	1,826.36	484.52	0.00	0.00	0.00	2,310.88
102000 CASH - RESERVE	2,193.00	0.00	0.00	0.00	0.00	2,193.00
Total Fund	4,019.36	484.52				4,503.88
4000 CAPITAL PROJECTS FUND - Building Improvements						
101000 CASH/CASH EQUIVALENTS	71,030.93	466.54	0.00	0.00	0.00	71,497.47
102000 CASH - RESERVE	53,785.00	0.00	0.00	0.00	0.00	53,785.00
Total Fund	124,815.93	466.54				125,282.47
4010 CAPITAL PROJECTS FUND - Parks Improvements						
101000 CASH/CASH EQUIVALENTS	-200,478.44	230.04	0.00	0.00	1,786.60	-202,035.00
102000 CASH - RESERVE	263,809.00	0.00	0.00	0.00	0.00	263,809.00
Total Fund	63,330.56	230.04			1,786.60	61,774.00
4020 CAPITAL PROJECTS FUND - General Equipment						
101000 CASH/CASH EQUIVALENTS	78,225.24	9,181.42	0.00	67,500.00	7,500.00	12,406.66
102000 CASH - RESERVE	378,175.00	0.00	0.00	0.00	0.00	378,175.00
102185 Restricted Cash - Fire	0.00	67,500.00	0.00	0.00	6,558.51	60,941.49
Total Fund	456,400.24	76,681.42		67,500.00	14,058.51	451,523.15
4040 CAPITAL PROJECTS FUND - Street Construction						

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Fund/Account	Beginning Balance	Received	Transfers In	Transfers Disbursed	Transfers Out	Ending Balance
101000 CASH/CASH EQUIVALENTS	974,005.06	4,134.86	0.00	0.00	0.00	978,139.92
102016 CASH-RESTRICTED RR STREET	132,222.00	0.00	0.00	0.00	0.00	132,222.00
Total Fund	1,106,227.06	4,134.86				1,110,361.92
5210 WATER ENTERPRISE FUND						
101000 CASH/CASH EQUIVALENTS	517,726.20	61,417.41	0.00	0.00	59,396.59	519,747.02
102222 CASH - Bond Reserve, 2005	35,308.00	0.00	0.00	0.00	0.00	35,308.00
102223 CASH - Bond Reserve, 2020	21,863.00	0.00	0.00	0.00	0.00	21,863.00
102230 CASH - Surplus Capital	261,733.25	0.00	0.00	0.00	0.00	261,733.25
102240 CASH - Replacement &	586,754.00	0.00	0.00	0.00	0.00	586,754.00
103000 CASH - CHANGE FUND/PETTY	150.00	0.00	0.00	0.00	0.00	150.00
Total Fund	1,423,534.45	61,417.41			59,396.59	1,425,555.27
5211 WATER CAPITAL EXPANSION						
102230 CASH - Surplus Capital	43,801.07	5,079.67	0.00	0.00	0.00	48,880.74
5310 SEWER ENTERPRISE FUND						
101000 CASH/CASH EQUIVALENTS	648,779.98	108,248.97	1,206.67	0.00	293,143.57	465,092.05
102225 Cash-Bond Reserve - 2009	72,111.25	0.00	0.00	0.00	0.00	72,111.25
102230 CASH - Surplus Capital	313,893.54	0.00	0.00	0.00	0.00	313,893.54
102235 CASH - Restricted WWTP	481,734.52	0.00	0.00	0.00	0.00	481,734.52
102240 CASH - Replacement &	383,940.00	0.00	0.00	0.00	0.00	383,940.00
103000 CASH - CHANGE FUND/PETTY	150.00	0.00	0.00	0.00	0.00	150.00
Total Fund	1,900,609.29	108,248.97	1,206.67		293,143.57	1,716,921.36
5311 SEWER CAPITAL EXPANSION						
101000 CASH/CASH EQUIVALENTS	887.48	0.00	0.00	0.00	0.00	887.48
102230 CASH - Surplus Capital	1,265,841.62	11,780.19	0.00	0.00	0.00	1,277,621.81
Total Fund	1,266,729.10	11,780.19				1,278,509.29
7120 FIRE RELIEF DISABILITY/PENSION FUND						
101000 CASH/CASH EQUIVALENTS	3,208.27	2,517.76	0.00	0.00	5,358.82	367.21
7196 FLEXIBLE SPENDING ACCOUNT						
105100 Amount held by Flex Plan	7,365.38	0.00	0.00	1,849.29	0.00	5,516.09
7910 PAYROLL FUND						
101000 CASH/CASH EQUIVALENTS	53,408.64	2,631.00	298,862.76	294,217.46	1,619.26	59,065.68
7930 CLAIMS FUND						
101000 CASH/CASH EQUIVALENTS	7,911.54	0.00	568,602.56	570,005.19	0.00	6,508.91
	Totals	15,757,844.58	639,124.38	868,855.98	942,871.95	868,855.98
						15,454,097.01

*** Transfers In and Transfers Out columns should match, with the following exceptions:

- 1) Cancelled electronic checks increase the Transfers In column. Disbursed column will be overstated by the same amount and will not balance to the Redeemed Checks List.
- 2) Payroll Journal Vouchers including local deductions with receipt accounting will reduce the Transfers Out column by the total amount of these checks.

**CITY OF COLUMBIA FALLS
CORRESPONDENCE LIST
COUNCIL MEETING
APRIL 7, 2025**

04/21/2025 - Letter from Matt Holloway & the Badrock Skatepark Association – Thanking City Staff and Council & invitation to the Skatepark Grand Opening Saturday April 19 from 12 PM to 5 PM, ribbon cutting ceremony at 1:15 PM.

Shawn, Susan, Barb, Eric, Mayor Barnhart, and City Council,

Good morning, and I hope this finds y'all doing well.

Firstly, once again, immeasurable thanks to all of y'all!

From the beginning to the end of this project, it has been an incredible effort from everyone at the City. It has been fun working with y'all and getting to know y'all! And we have an amazing city skatepark to show for it.

The kids have absolutely come out of the woodwork. The place is packed every afternoon. The article in the *Hungry Horse News* is yet another testimony to the park's success. We could not be more proud.



[Columbia Falls skate park opens to great reviews](#)

hungryhorsenews.com

Secondly, we wanted to invite y'all to the Skatepark Grand Opening next Saturday, 12 - 5PM.

We will speak and have the ribbon-cutting ceremony at 1:15 PM. And we would like to thank the City folks if anyone could be present, please, please!! :))

Lastly, is there any way this invitation can be forwarded to Mayor Barnhardt and the City Council, please?

Thanks, y'all!!

WE DID IT—TOGETHER!!

Warmly,

Matt, Rebecca, Tyrel, and Simon

Badrock Skatepark Association

All best,

Matt Holloway

Education Consultant, Owner

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Holloway Educational Resources

-A College Path For Everyone-