



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

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

**CITY COUNCIL REGULAR MEETING
AGENDA
MONDAY, JULY 15, 2024
COUNCIL CHAMBERS CITY HALL**

FINANCE COMMITTEE – 6:30 P.M

(Barnhart, Shepard, King)

Contact City Clerk Barb Staalnd for virtual meeting registration information no later than 6:00 pm the day of the meeting by calling (406) 892-4388 or email: staalndb@cityofcolumbiafalls.com for the Regular City Council Meeting

REGULAR MEETING – 7:00 P.M.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

CONSENT AGENDA:

1. July, 15 Claims: \$356,706.75 June, 30 Claims: \$105,783.44
2. Payroll Claims for 07/05/24 and 2nd quarter
3. Approval of July 1, 2024 Council Minutes
4. Approval of LWCF Grant Agreement - Fenholt Park Skatepark and Bathroom Project - and Authorize City Manager to Execute
5. Approval of HB 355 Hydrant Replacement Contract - Authorize City Manager to sign and execute.
6. Approval of HB 355 Meadowlake Flowmeter Contract - Authorize City Manager to Sign and execute
7. Approval of HB 355 Scum Pump Replacement Contract - Authorize City Manager to sign and execute.
8. Approval of HB 355 Wastewater Switchboard Replacement Contract - Authorize City Manager to sign and execute.

9. Approval of Professional Services Contract (budget and grant administration) for Susan Nicosia - Authorize City Manager to sign and execute.

VISITORS/PUBLIC COMMENT (Items not on agenda)

PRESENTATION:

Mountain Climber/Public Transportation - Elizabeth Wood

UNFINISHED BUSINESS:

10. No formal presentation. We will continue to gather information for the final upcoming budget.

NEW BUSINESS:

11. Authorize Call for Bids - Skatepark Construction (LWCF Grant)
12. Authorize Call for Bids for 2024 Wastewater Treatment Plant Grit Classifier Replacement Project (HB 355 Funds)

REPORTS / BUSINESS FROM MAYOR & COUNCIL

CITY MANAGER REPORT

CITY ATTORNEY REPORT

MISCELLANEOUS

13. Police Activity Report June 2024
14. Fire Department Activity Reports June, 2024
15. Correspondence

ADJOURN

Next Scheduled Meetings:

City Council – Regular Meeting, **Monday, August 5, 2024**– 7:00 PM

Planning Commission – Thursday, August 8, 2024 6:00 pm

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CITY OF COLUMBIA FALLS
Claim Approval List
For the Accounting Period: 7/24

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* ... Over spent expenditure

Claim/	Check	Vendor #/Name/	Document \$/	Disc \$						Cash
		Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object	Proj	Account	
*** Claim from another period (6/24) ****										
46151		3238 360 OFFICE SOLUTIONS	602.00							
	14166710	06/11/24 FAC-BLEACH/ RR CLEANER	255.34			1000 411200	224		101000	
	14205900	06/21/24 FIN-CLIPBRDS/STPLS/TAPE DISP	6.24*			1000 410500	210		101000	
	14205900	06/21/24 WTR-CLIPBRDS/STPLS/TAPE DISP	6.24			5210 430500	210		101000	
	14205900	06/21/24 SWR-PCLIPBRDS/STPLS/TAPE DIS	6.24			5310 430600	210		101000	
	14239090	06/28/24 FAC-JANITORIAL SUPPLIES	327.94			1000 411200	224		101000	
46195		3238 360 OFFICE SOLUTIONS	577.62							
	14241870	07/01/24 FIN-PAPER/FOLDERS/GLUE/PENS	104.76*			1000 410500	210		101000	
	14241870	07/01/24 WTR-PAPER/FOLDERS/GLU/PENS	103.92*			5210 430500	220		101000	
	14241870	07/01/24 SWR-PAPER/FOLDERS/GLUE/PENS	103.92*			5310 430600	220		101000	
	14243770	07/02/24 FIN-CLOSED SIGN HOLDER(2)	26.74*			1000 410500	210		101000	
	14243770	07/02/24 WTR-CLOSED SIGN HOLDER(2)	26.74*			5210 430500	220		101000	
	14243770	07/02/24 SWR-CLOSED SIGN HOLDER(2)	26.74*			5310 430600	220		101000	
	14258370	07/02/24 POOL-TISSUE/PSQ(2)	82.89*			1000 460445	220		101000	
	14241871	07/03/24 FIN-TONER	94.22*			1000 410500	210		101000	
	14264060	07/05/24 FD-MULTISUBJECT NOTEBOOK	7.69*			1000 420400	220		101000	
		Total for Vendor:	1,179.62							
*** Claim from another period (6/24) ****										
46199		1700 BRECK LAW OFFICE, PC	2,250.00							
		UNEMPLOYMENT HEARING PREP 06/04-06/05/24								
	157	07/10/24 ADD'L SERVICES/HEARING PREP	2,250.00*			1000 411100	350		101000	
46202		1700 BRECK LAW OFFICE, PC	9,037.01							
July 2024 5% increase adjustment and August 2024 invoice with new rates based on contract.										
	071124	07/11/24 LGL-FEES JULY ADJ/AUGUST	2,214.50*			1000 411100	350		101000	
	071124	07/11/24 CITY COURT JULY ADJ/AUGUST	4,513.83*			1000 410365	350		101000	
	071124	07/11/24 WTR-FEES JULY ADJ/AUGUST	727.67*			5210 430500	350		101000	
	071124	07/11/24 SWR-FEES JULY ADJ/ AUGUST	727.67*			5310 430600	350		101000	
	071124	07/11/24 PLG/ZONING JULY ADJ/AUGUST	363.84*			1000 411000	350		101000	
	071124	07/11/24 PD-FEES JULY ADJ/ AUGUST	147.08*			1000 420100	399		101000	
	071124	07/11/24 WTR-FEES JULY ADJ/AUGUST	32.68*			5210 430500	357		101000	
	071124	07/11/24 SWR-FEES JULY ADJ/AUGUST	48.32*			5310 430600	357		101000	
	071124	07/11/24 STRS-FEES JULY ADJ/AUGUST	65.36*			2500 430200	399		101000	
	071124	07/11/24 LGL-ADD'L FEES JULY/AUGUST	196.06*			1000 411100	350		101000	
		Total for Vendor:	11,287.01							

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46194		184 CENEX HARVEST STATES COOP	3,179.51						
		2000 GALLONS @ 1.79 PER GALLON CONTRACT AMT \$3580 LESS CREDIT \$400.49 AMOUNT DUE \$3179.51							
		070924 07/09/24 FD-2000GAL PROPANE	3,179.51*			1000 420400	344		101000
		Total for Vendor:	3,179.51						
		*** Claim from another period (6/24) ****							
46193	E	2852 CHARTER COMMUNICATIONS	314.95						
		050124 05/01/24 PD-INTERNET 6/1-6/30	159.98			1000 420100	345		101000
		040624 04/06/24 SWR-INTERNET 6/1-6/30	154.97			5310 430600	345		101000
		Total for Vendor:	314.95						
		*** Claim from another period (6/24) ****							
46200		1145 CITY OF WHITEFISH BUILDING	2,852.20						
		Permits issued for JUNE 2024							
		063024 06/30/24 BUILDING PERMITS 6/24	1,714.70			2394 420500	398		101000
		063024 06/30/24 ELECTRICAL PERMITS 6/24	1,001.00			2394 420500	398		101000
		063024 06/30/24 PLUMBING PERMITS 6/24	136.50			2394 420500	398		101000
		Total for Vendor:	2,852.20						
		*** Claim from another period (6/24) ****							
46175		2501 ENCOMPASS SUPPLY	297.00						
		99847 06/25/24 SWR-8 MIL BLK GRIP XL CASE	133.50*			5310 430600	220		101000
		995931 06/24/24 SWR-NITRL GL BLK (6)	30.00*			5310 430600	220		101000
		995931 06/24/24 SWR-NITRL GL BLK XL	133.50*			5310 430600	220		101000
		Total for Vendor:	297.00						
		*** Claim from another period (6/24) ****							
46155	E	1879 EVERGREEN WASTE CONNECTIONS	771.44						
		4692625V41 07/01/24 FAC-6/1-6/30	91.65			1000 411200	340		101000
		4692625V41 07/01/24 STRS-6/1-6/30	282.55			2500 430200	340		101000
		4692625V41 07/01/24 WTR-6/1-6/30	91.65			5210 430500	340		101000
		4692625V41 07/01/24 SWR-6/1-6/30	76.30			5310 430600	340		101000
		4692625V41 07/01/24 PRKS-6/1-6/30	61.10			1000 460400	340		101000
		4692625V41 07/01/24 POOL-6/1-6/30	168.19			1000 460445	340		101000
		Total for Vendor:	771.44						

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*** Claim from another period (6/24) ****										
46152		438 FERGUSON WATERWORKS	2,955.89							
	0894105	06/27/24 WTR-METER GASKET	6.16			5210 430500	230		101000	
	0892025	06/28/24 PRKS-WATERFALL FILTER	187.41*			1000 460400	240		101000	
	0874272	06/20/24 WTR-METER ACCOUNT	2,125.84			5210 430500	230		101000	
	0888635	05/21/24 WTR-PRTS	636.48			5210 430500	230		101000	
		Total for Vendor:	2,955.89							
*** Claim from another period (6/24) ****										
46188	E	2961 FIRST BANKCARD-ELECTRONIC PYMT	5,082.49							
	062424	05/23/24 PD-AMAZON	68.85			1000 420100	240		101000	
	062424	05/24/24 COURT-AMAZON	61.91			1000 410360	220		101000	
	062424	05/24/24 WTR-AMER BACKFLOW PREV	215.00*			5210 430500	399		101000	
	062424	05/28/24 PD-JASPERS 20 DURANGO REPLACE	380.00*			1000 420100	361		101000	
	062424	05/29/24 SWR-AMAZON SPRAYR PRTS	27.50*			5310 430600	240		101000	
	062424	05/29/24 SWR-ACE HRDWARE STRAINER	22.58*			5310 430600	240		101000	
	062424	05/29/24 SWR-AMAZON SPRAYR PRTS	30.53*			5310 430600	240		101000	
	062424	05/29/24 WTR-NORTH FORK PZA LATE DIG	84.46*			5210 430500	220		101000	
	062424	05/29/24 SWR-AMZN SPRYR PRTS	29.98*			5310 430600	240		101000	
	062424	05/29/24 PD-AMZN FLASH DRIVES	267.78			1000 420100	240		101000	
	062424	06/03/24 COMP-AWS EMAIL SERVICES	125.17*			1000 410580	355		101000	
	062424	05/29/24 SWR-AMZN SPRYR PRTS	59.95*			5310 430600	240		101000	
	062424	05/30/24 FIN-AMZN BATTERY BACKUP	79.99			1000 410580	212		101000	
	062424	05/31/24 ADVNC RPTNG WINEGAR	281.97			1000 410500	399		101000	
	062424	05/31/24 ADVNCE RPTNG VAL RIOS	195.57			1000 460400	399		101000	
	062424	06/05/24 POOL-SWIM OUTLET -GEAR	586.56*			1000 460445	220		101000	
	062424	05/29/24 SWR-AMZN SPRYR PRTS	14.18*			5310 430600	240		101000	
	062424	06/06/24 FAC-CITY HALL FLWR BED	122.99			1000 411200	220		101000	
	062424	06/10/24 FD-ICC PRINT ORDER 101803348	165.00			1000 420400	380		101000	
	062424	06/10/24 FIN-BROTHER CARTRIDGE	16.39			1000 410580	212		101000	
	062424	06/12/24 PNZ-SMITHS WIPERFL PLAN DEPT	4.49			1000 411000	240		101000	
	062424	06/13/24 POOL-AMZN STAFF TSHIRTS	94.95*			1000 460445	240		101000	
	062424	06/12/24 PD-AMZN COMP SPEAKERS	36.02			1000 420100	240		101000	
	062424	06/16/24 FAC-MT SKY NETWORKS	81.95			1000 411200	340		101000	
	062424	06/19/24 PD-NASRO FRIESEN	575.00			1000 420100	380		101000	
	062424	04/11/24 PD-GALLS BADGE NEW CITY CHIEF	208.89			1000 420100	226		101000	
	062424	06/17/24 POOL-SWIM SHORTS	44.95*			1000 460445	220		101000	
	062424	06/18/24 PD-JT CREATIONS #22	170.00			1000 460445	335		101000	

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	062424	06/19/24 COUNCIL-LEVANGER SUSAN GIFT	230.05			1000 410400	220		101000
	062424	06/18/24 FD-AMZN NYLON SPOOL	173.84*			1000 420400	220		101000
	062424	06/20/24 FD-WALMRT SHOES	61.86			1000 420400	212		101000
	062424	06/20/24 STR-MACON ASPHALT BLADE	475.00			2500 430200	240		101000
	062424	06/20/24 PD-MVD 24 DURANGO RC107983	25.43			1000 420100	390		101000
	062424	06/20/24 PRKS-MVD TRAILR	23.38			1000 460400	390		101000
	6039458	05/23/24 PD-PHONE RECEIVER	25.89			1000 420100	220		101000
	6039458	05/24/24 COMP-DP TO VGA ADAPTER 2EA	14.43			1000 410580	212		101000
		Total for Vendor:	5,082.49						
46148		3104 FIRST CALL COMPUTER SOLUTIONS,	58.80						
		JUNE 2024							
	98071	06/30/24 MONTHLY MICROSOFT NCE SUBSCRIP	58.80*			1000 410580	355		101000
46162		3104 FIRST CALL COMPUTER SOLUTIONS,	1,800.00						
	97728	07/01/24 COMP-JULY IT SERVICES	1,800.00*			1000 410580	355		101000
		Total for Vendor:	1,858.80						
		*** Claim from another period (6/24) ****							
46154		663 FLATHEAD COUNTY SOLID WASTE	2,262.93						
	14242	06/30/24 SWR-SLUDGE HAUL 6/1-6/30	2,262.93			5310 430600	395		101000
		Total for Vendor:	2,262.93						
		*** Claim from another period (6/24) ****							
46157		24 FLATHEAD COUNTY TREASURER	1,035.00						
	063024	06/30/24 CRT-TECH SUR 06/24	505.00			1000 212201			101000
	063024	06/30/24 CRT-LEA/CRIM CONV SURCHRG6/24	530.00			1000 212201			101000
		Total for Vendor:	1,035.00						
		*** Claim from another period (6/24) ****							
46192		21 FLATHEAD ELECTRIC COOP INC	15,832.70						
		JUNE 2024							
	063024	06/30/24 FAC-5/25-6/25/24	361.91			1000 411200	341		101000
	063024	06/30/24 PD-05/25-06/25/24	39.90			1000 420100	341		101000
	063024	06/30/24 FD-05/25-06/25/24	394.60			1000 420400	341		101000
	063024	06/30/24 PRKS-05/25-06/25/24	404.95			1000 460400	341		101000
	063024	06/30/24 POOL-05/25-06/25/25	568.16			1000 460445	341		101000
	052824	05/28/24 LIGHTING-05/25-06/25/24	2,502.45			2400 430200	341		101000
	063024	06/30/24 STRS-05/25-06/25/24	131.10			2500 430200	341		101000
	063024	06/30/24 WTR-05/25-06/25/24	5,105.23			5210 430500	341		101000

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	063024	06/30/24 SWR-05/25-06/25/24	6,324.40			5310 430600	341		101000
		Total for Vendor:	15,832.70						
		*** Claim from another period (6/24) ****							
46178		3019 FLATHEAD PUBLISHING GROUP	2,416.08						
	063024	06/30/24 WTR-23 DRINKING WATER RPT	1,678.08*			5210 430500	390		101000
	063024	06/30/24 PD- POLICE CHIEF	738.00			1000 420100	390		101000
		Total for Vendor:	2,416.08						
46171		1378 GLACIER CLEAN CAR WASH	150.00						
	170-2024	07/01/24 PD-FLEET WASH CARD-33073	150.00*			1000 420100	361		101000
		Total for Vendor:	150.00						
46177		2806 HANSON'S HARDWARE	107.92						
	611315	07/01/24 PRKS-PARTS DRINK FNTN	31.96*			1000 460400	240		101000
	611326	07/02/24 PRKS-PARTS DRINK FNTN	10.99*			1000 460400	240		101000
	611327	07/02/24 WTR-SEAL TAPE	4.58*			5210 430500	220		101000
	611320	07/04/24 WTR-BLEACH	7.29*			5210 430500	220		101000
	611325	07/02/24 WTR-MISC SCREWS	28.68*			5210 430500	240		101000
	611345	07/03/24 SWR-MISC SCREWS	1.46*			5310 430600	240		101000
	611429	07/09/24 PRK- PARTS DRINK FNTN	22.96*			1000 460400	240		101000
		*** Claim from another period (6/24) ****							
46179		2806 HANSON'S HARDWARE	65.91						
	611260	06/27/24 WTR-PARTS BEAUTIFICATIN	32.96*			5210 430500	240		101000
	611239	06/26/24 SWR-3/8" PLAS CLAMP	2.99*			5310 430600	240		101000
	611260	06/27/24 STR-PAINT GLS WH & FLAT BLK	29.96			2500 430200	220		101000
		Total for Vendor:	173.83						
46189		3232 HTURBO INC.	534.40						
	0708A	07/08/24 SWR-AIR FILTER	534.40*			5310 430600	240		101000
		Total for Vendor:	534.40						
		*** Claim from another period (6/24) ****							
46203		2580 JD THINNING INC	52,974.86						
EMERGENCY TREE REMOVAL DUE TO WATER SERVICE LEAK THAT CAUSED THE HILLSIDE TO SLIDE. LOCATION IS BELOW 128 6TH ST E.									
	15597	06/21/24 WTR-EMERGENCY TREE REMOVAL	46,409.36			5210 430500	360		101000
	15622	06/21/24 WTR-EMERGENCY TREE REMOVAL	6,565.50			5210 430500	360		101000
		Total for Vendor:	52,974.86						

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*** Claim from another period (6/24) ****										
46197		97 KNIFE RIVER	253,011.38							
BUSINESS DISTRICT PARKING AND SIDEWALK IMPROVEMENT PROJECT. CONTRACT #28233030										
	22732	06/30/24 PAY APP 3-SIDEWALK PROJECT	255,567.05			2310 470300	930		101000	
	22732	06/03/24 1% WITHHOLDING	-2,555.67			2310 470300	930		101000	
		Total for Vendor:	253,011.38							
*** Claim from another period (6/24) ****										
46185		1290 KROGER COMPANY	158.67							
	063277	06/12/24 COUNCIL-MUNICIPAL SUMMIT	47.76			1000 410100	220		101000	
	056891	06/11/24 COUNCIL-MUNICIPAL SUMMIT	59.99			1000 410100	220		101000	
	107041	06/13/24 WTR-EMERGENCY DIG LATE	50.92*			5210 430500	220		101000	
		Total for Vendor:	158.67							
*** Claim from another period (6/24) ****										
46165		1080 LES SCHWAB TIRE CENTER	28.99							
	9050057933	06/21/24 SWR-FLAT REPAIR SIDE BY SI	28.99			5310 430600	361		101000	
		Total for Vendor:	28.99							
46201		282 MONTANA DEPT. OF LABOR &	108.00							
	070924	07/09/24 POOL-#28360 BOILER CERT FEE	36.00*			1000 460445	390		101000	
	070924	07/09/24 FAC-#25473 BOILER CTY HL BASEM	36.00*			1000 411200	390		101000	
	070924	07/09/24 FAC-#25474 BOILER CTY HL BASEM	36.00*			1000 411200	390		101000	
		Total for Vendor:	108.00							
*** Claim from another period (6/24) ****										
46196		707 MONTANA DEPT. OF REVENUE	2,555.67							
Pay App 3										
	22732	06/30/24 1% W/HOLDING-KNIFE RIVER	2,555.67			2310 470300	930		101000	
		Total for Vendor:	2,555.67							
*** Claim from another period (6/24) ****										
46191		43 MONTANA ENVIRONMENTAL LABORATORY	843.00							
	2405128	06/04/24 SWR-NITRATE/NITRATE (TKN)	67.00			5310 430600	394		101000	
	2405299	06/10/24 SWR-HARDNESS	44.00			5310 430600	394		101000	
	2405300	06/24/24 SWR-CAD/COPPER/LEAD/ZINC	300.00			5310 430600	394		101000	
	2405464	06/11/24 SWR-AMMONIA/NITRITE/TKN	92.00			5310 430600	394		101000	
	2405465	06/10/24 SWR-ALUMINUM DISSOLVED	15.00			5310 430600	394		101000	
	2405832	06/20/24 SWR-NITRATE/NITRATE (TKN)	67.00			5310 430600	394		101000	
	2406119	06/25/24 SWR-NITRATE/NITRATE (TKN)	67.00			5310 430600	394		101000	
	2404566	05/30/24 WTR-DI(2-ETHYL)PHTHALATE	40.00			5210 430500	394		101000	

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	2406138	06/20/24 WTR-COLIFORM	151.00			5210 430500	394		101000
		Total for Vendor:	843.00						
46173		638 MONTANA JUSTICE, CITY & MUNICIPAL	100.00						
	070424	07/01/24 CRT-DUES (2) COURT CLERKS	100.00*		20127	1000 410360	335		101000
		Total for Vendor:	100.00						
46168		44 MONTANA LEAGUE OF CITIES AND	5,723.00						
	ML01292	06/01/24 FY25 MEBERSHIP DUES	5,723.00*			1000 410100	399		101000
		Total for Vendor:	5,723.00						
46170		149 MONTANA MAGISTRATES ASSOCIATION	300.00						
	063024	06/30/24 ANNUEL DUES FY 7/1/24-6/30/25	300.00*			1000 410360	335		101000
		Total for Vendor:	300.00						
46198		1682 MONTANA MUNICIPAL INTERLOCAL	80,097.00						
		PROPERTY PROGRAM JULY 1 2024-JUNE 30 2025							
	2025-1	07/01/24 GEN-7/1/24-6/30/25	43,007.43*			1000 510330	510		101000
	2025-1	07/01/24 WTR-7/1/24-06/30/25	5,935.31*			5210 510330	510		101000
	2025-1	07/01/24 SWR-7/1/24-06/30/25	31,154.26*			5310 510330	510		101000
		Total for Vendor:	80,097.00						
46172		2139 MONTANA WEST ECONOMIC	500.00						
	2574	06/11/24 TRAILBLAZER INVESTOR LEVEL	500.00*			1000 410100	335		101000
		Total for Vendor:	500.00						
46187		1247 MURDOCH'S RANCH & HOME	15.98						
	241018	07/06/24 SWR-HILLMAN FSTNR PRODUCTS	15.98*			5310 430600	240		101000
		Total for Vendor:	15.98						
		*** Claim from another period (6/24) ****							
46150		520 NORCO, INC.	12.60						
	41038390	06/30/24 STR-CYLNDR RENT MAR	12.60			2500 430200	220		101000
		Total for Vendor:	12.60						

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08:23:27

CITY OF COLUMBIA FALLS
Claim Approval List
For the Accounting Period: 7/24

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Report ID: AP100V

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
*** Claim from another period (6/24) ****									
46163		1437 NORTHWESTERN ENERGY	3,569.01						
		NATURAL GAS SERVICE							
	062624	06/26/24 FAC-5/22-6/21	140.18			1000 411200	344		101000
	062624	06/26/24 PD-05/22-06/21/24	23.25			1000 420100	344		101000
	062624	06/26/24 FD-05/22-06/21/24	49.84*			1000 420400	344		101000
	062624	06/26/24 STRS-05/22-06/21/24	44.59			2500 430200	344		101000
	062624	06/26/24 WTR-05/22-06/21/24	23.36			5210 430500	344		101000
	062624	06/26/24 SWR-05/22-06/21/24	192.96			5310 430600	344		101000
	062624	06/26/24 POOL-5/22-06/21/24	3,094.83			1000 460445	344		101000
		Total for Vendor:	3,569.01						
*** Claim from another period (6/24) ****									
46182		2816 O'REILLY AUTO PARTS	19.47						
	480141	06/29/24 PD-FUSE(2)/TIRE WET	19.47			1000 420100	231		101000
		Total for Vendor:	19.47						
46184		2932 PIONEER CHEMICAL SUPPLY LLC	999.90						
	13885	07/02/24 POOL-NON CHLORINE SHOCK	999.90*			1000 460445	240		101000
		Total for Vendor:	999.90						
46164		2017 RAILROAD MANAGEMENT COMPANY III,	758.28						
	506607	06/26/24 SWR-LIC FEE 10/24-9/25 #305674	379.14*			5310 430600	390		101000
	506608	06/26/24 WTR-LIC FEE 10/24-9/25 #305675	379.14*			5210 430500	390		101000
		Total for Vendor:	758.28						
46169		2868 SAPPHIRE RESOURCE CONNECTION	1,500.00						
	2410	05/21/24 ANN RATE FOR 07/24-6/25	1,180.00*			1000 411800	399		101000
	2410	05/21/24 ANN RATE FOR 07/24-6/25	108.00*			2500 430200	399		101000
	2410	05/21/24 ANN RATE FOR 07/24-6/25	91.00*			5210 430500	399		101000
	2410	05/21/24 ANN RATE FOR 07/24-6/25	121.00*			5310 430600	399		101000
		Total for Vendor:	1,500.00						
46158		2890 SPOKANE HOUSE OF HOSE, INC	131.12						
	1069944	07/01/24 SWR-5/8 CONTRACTOR 50' BLACK	131.12*			5310 430600	240		101000
		Total for Vendor:	131.12						

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CITY OF COLUMBIA FALLS
Claim Approval List
For the Accounting Period: 7/24

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Report ID: AP100V

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
*** Claim from another period (6/24) ****									
46183		1978 STAALAND, BARB	73.95						
	251510	06/25/24 FAC-SUSAN RETIREMENT	73.95			1000 410100	220		101000
		Total for Vendor:	73.95						
*** Claim from another period (6/24) ****									
46166		1653 SUPER 1 FOODS	22.36						
	2716720	06/28/24 SWR- WATER	14.38			5310 430600	222		101000
	2698423	06/12/24 COUNCIL-SUMMIT MTNG	7.98			1000 410100	220		101000
46176		1653 SUPER 1 FOODS	72.26						
	2195865	07/02/24 POOL-DRINKS	38.70*			1000 460445	220		101000
	3585059	07/03/24 POOL-CANDY	33.56*			1000 460445	220		101000
		Total for Vendor:	94.62						
*** Claim from another period (6/24) ****									
46160		2699 THE MAIL ROOM, INC	355.23						
	D120551	06/30/24 PD-MAIL SRVS 6/17 -6/30	85.88*			1000 420100	310		101000
	D120551	06/30/24 FIN-MAIL SRVS 6/17 - 6/30	69.67			1000 410500	310		101000
	D120551	06/30/24 WTR-MAIL SRVS 6/17-6/30	98.20			5210 430500	310		101000
	D120551	06/30/24 SWR-MAIL SRVS 6/17-6/30	25.77			5310 430600	310		101000
	D120551	06/30/24 CRT-MAIL SRVS 6/17-6/30	73.96			1000 410360	310		101000
	D120551	06/30/24 PNZ-MAIL SRVS 6/17-6/30	1.75			1000 411000	310		101000
		Total for Vendor:	355.23						
46181		1623 THE UPS STORE #4515	32.64						
	22634	07/05/24 PD-EVIDENCE SHIPPING	12.67*			1000 420100	310		101000
	22622	07/03/24 PD-EVIDENCE SHIPPING	19.97*			1000 420100	310		101000
		Total for Vendor:	32.64						
*** Claim from another period (6/24) ****									
46149		3016 TRANSUNION RISK AND ALTERNATIVE	100.00						
	1090832-24	07/01/24 PD- CONTRACT 06/01 - 06/30	100.00			1000 420100	335		101000
		Total for Vendor:	100.00						
*** Claim from another period (6/24) ****									
46153		3063 UTILITIES UNDERGROUND LOCATION	87.72						
MONTH OF SERVICE JUNE									
51 TOTAL									
	4065076	06/30/24 WTR-JUNE 2024 UDIGS	29.24			5210 430500	318		101000
	4065076	06/30/24 SWR-JUNE 2024 UDIGS	29.24			5310 430600	318		101000

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CITY OF COLUMBIA FALLS
Claim Approval List
For the Accounting Period: 7/24

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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
	4065076	06/30/24 STRS-JUNE 2024 UDIGS	29.24			2500 430200	318		101000
		Total for Vendor:	87.72						
		*** Claim from another period (6/24) ****							
46156		1134 VICTIM-WITNESS ADVOCATE PROGRAM	269.00						
	063024	06/30/24 CRTS- JUNE 2024	269.00			2917 410360	356		101000
		Total for Vendor:	269.00						
		*** Claim from another period (6/24) ****							
46159		84 WESTERN BUILDING CENTER	254.16						
	41759390	04/11/24 FD-INDUST CPLR CREDIT RTRN	-15.26			1000 420400	240		101000
	41867530	06/13/24 FD-SHRK ADPTR CREDIT RTRN	-8.99*			1000 420400	220		101000
	41885114	06/24/24 SWR-2X2 8' FURRING CORP	6.54*			5310 430600	240		101000
	41885473	06/24/24 STS-2 3/8 RING SHNK/BROOM	92.29			2500 430200	240		101000
	41885473	06/24/24 STRS-3/8 RING SHNK/BROOM	92.29			2500 430200	220		101000
	41888094	06/25/24 SWR-PVC BSHNG/PLUG/ADPTR	15.44*			5310 430600	240		101000
	41888138	06/25/24 SWR-BRACKET 12"	24.58*			5310 430600	220		101000
	41886520	06/25/24 SWR-PLUMBRs GLU/PVC/JOINT	47.27*			5310 430600	220		101000
		Total for Vendor:	254.16						
		*** Claim from another period (6/24) ****							
46180	E	2733 WEX Fleet Universal	5,632.13						
STATEMENT ENDING 06/30/24									
	98035816	06/30/24 PD-JUNE FUEL	2,494.65			1000 420100	231		101000
	98035816	06/30/24 FIRE-JUNE FUEL	808.65			1000 420400	231		101000
	98035816	06/30/24 PRKS-JUNE FUEL	689.83			1000 460400	231		101000
	98035816	06/30/24 WTR-JUNE FUEL	280.93			5210 430500	231		101000
	98035816	06/30/24 SWR-JUNE FUEL	321.74			5310 430600	231		101000
	98035816	06/30/24 STRS-JUNE FUEL	931.23			2500 430200	231		101000
	98035816	06/30/24 PASSPORT-PD FRIESEN	105.10			1000 420100	380		101000
		Total for Vendor:	5,632.13						
		# of Claims 51	Total:	462,490.23	# of Vendors	42			
		Total Electronic Claims		11,801.01					
		Total Non-Electronic Claims		450689.22					

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CITY OF COLUMBIA FALLS
Fund Summary for Claims
For the Accounting Period: 7/24

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Fund/Account	Amount
1000 GENERAL FUND	
101000 CASH/CASH EQUIVALENTS	84,125.23
2310 TAX INCREMENT DISTRICT FUND	
101000 CASH/CASH EQUIVALENTS	255,567.05
2394 BUILDING CODE ENFORCEMENT FUND	
101000 CASH/CASH EQUIVALENTS	2,852.20
2400 SPECIAL LIGHTING DISTRICT FUND	
101000 CASH/CASH EQUIVALENTS	2,502.45
2500 SPECIAL STREET MAINTENANCE DISTRICT FUND	
101000 CASH/CASH EQUIVALENTS	2,294.21
2917 CRIME VICTIMS ASSISTANCE FUND	
101000 CASH/CASH EQUIVALENTS	269.00
5210 WATER ENTERPRISE FUND	
101000 CASH/CASH EQUIVALENTS	70,967.62
5310 SEWER ENTERPRISE FUND	
101000 CASH/CASH EQUIVALENTS	43,912.47
Total:	462,490.23

07/12/24
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CITY OF COLUMBIA FALLS
Claim Approval Signature Page
For the Accounting Period: 7 / 24

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Council Meeting Date: 07/15/2024

Claims Submitted to Council: \$ 462,490.23

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

Prepared By: Shawn Bates, Finance Director

Shawn Bates

Approved by Clint Peters, Acting City Manager

Clint Peters

City Council to Approve by motion on consent agenda

The following claims are significant:

JD Thinning Inc. - \$52,974.86 Emergency tree removal due to water leak. (Fund 5210)
Knife River - \$255,567.05 Pay app #3 biz district parking and sidewalk project. (Fund 2310)
MMIA - \$80,097 FY 24/25 Property insurance. (Fund 1000, 5210 & 5310)

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

June claims: \$356,706.79
July claims: \$105,783.44

PROFESSIONAL SERVICES CONTRACT

I. The Parties. This Service Contract (“Agreement”) made July 16, 2024 (“Effective Date”), is by and between:

Service Provider: Susan M. Nicosia, CPA, LLC, with a mailing address of PO BOX 2241, COLUMBIA FALLS, Montana, 59912-2241 (“Service Provider”),

AND

Client: City of Columbia Falls, with a mailing address of 130 6th St W, Columbia Falls, Montana, 59912 (“Client”).

Service Provider and Client are each referred to herein as a “Party” and, collectively, as the "Parties."

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Client hires the Service Provider to work under the terms and conditions hereby agreed upon by the Parties:

II. Term. The term of this Agreement shall commence on July 16, 2024 and terminate upon the Service being completed by the Service Provider.

III. The Service. The Service Provider agrees to provide the following: Professional Financial and Administrative Services related to City Budgeting, Financial Reporting and Grant Administration including reporting and compliance.

Hereinafter known as the “Service”.

Service Provider shall provide, while performing the Service, that he/she/they shall comply with the policies, standards, and regulations of the Client, including local, State, and Federal laws and to the best of their abilities.

The Service Provider agrees to provide the Service at the at the Client's mailing address mentioned in Section I.

IV. Payment Amount. The Client agrees to pay the Service Provider \$10,000.00 as a flat fee for performing the Service to the Client. The aforementioned flat fee shall cover the following: Task Order #1 - Budget Preparation - through Final Budget/Submission to MT DOA - \$4,000

Task Order #2 - Grant Administration through December 31, 2024 - \$6,000 - includes all current grants including but not limited to: RAISE, HB 315/SLIPA Funding, EDA, ARPA/SRF, LWCF, HB 819 Planning Grant. Task Order #2 may be extended by agreement of both parties.

The City and Service Provider may agree to extend the services to include Annual Financial Report preparation through filing with MT DOA for an additional agreed upon sum to be determined under Task Order #3.

Hereinafter known as the “Payment Amount”.

V. Payment Method. The Client shall pay the Payment Amount when invoiced.

Hereinafter known as the “Payment Method”. The Payment Amount and Payment Method collectively shall be referred to as “Compensation”.

VI. Retainer. The Client is not required to pay a retainer as part of this Agreement. The Compensation shall be paid in accordance with the terms of this Agreement.

VII. Inspection of Services. Any Compensation shall be subject to the Client inspecting the completed Services of the Service Provider. If any of the Services performed by the Service Provider pursuant to this Agreement are defective or incomplete, the Client shall have the right to notify the Service Provider, at which time the Service Provider shall promptly correct such work within a reasonable time.

VIII. Return of Property. Upon the termination of this Agreement, all property provided by the Client, including, but not limited to, records, reports, or equipment, and any other items must be returned by the Service Provider. Failure to do so may result in a delay in any final payment made by the Client.

IX. Time is of the Essence. Service Provider acknowledges that time is of the essence in regard to the performance of all Services.

X. Confidentiality. Service Provider acknowledges and agrees that all financial and accounting records, lists of property owned by Client, including amounts paid, therefore, client and customer lists, and any other data and information related to the Client's business is confidential ("Confidential Information"). Therefore, except for disclosures required to be made to advance the business of the Client and information which is a matter of public record, Service Provider shall not, during the term of this Agreement or after its termination, disclose any Confidential Information for the benefit of the Service Provider or any other person, except with the prior written consent of the Client.

a.) Return of Documents. Service Provider acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes, and other documentation related to the business of the Client containing Confidential Information shall be the sole and exclusive property of the Client and shall be returned to the Client upon termination of this Agreement or upon written request of the Client.

b.) Injunction. The Client agrees that it would be difficult to measure damage to the Client's business from any breach by the Service Provider under this Section; therefore, any monetary damages would be an inadequate remedy for such breach. Accordingly, the Service Provider agrees that if he/she/they should breach this Section, the Client shall be entitled to, in addition to all other remedies it may have at law or equity, to an injunction or other appropriate orders to restrain any such breach, without showing or proving actual damages sustained by the Client

c.) No Release. Service Provider agrees that the termination of this Agreement shall not release him/her/they from the obligations in this Section.

XI. Taxes. Service Provider shall pay and be solely responsible for all withholdings, including, but not limited to, Social Security, State unemployment, State and Federal income taxes, and any other obligations.

XII. Independent Contractor Status. Service Provider acknowledges that he/she/they are an independent contractor and not an agent, partner, joint venture, nor an employee of the Client. Service Provider shall have no authority to bind or otherwise obligate the Client in any manner, nor shall the Service Provider represent to anyone that it has a right to do so. Service Provider further agrees that in the event the Client suffers any loss or damage as a result of a violation of this provision, the Service Provider shall indemnify and hold harmless the Client from any such loss or damage.

XIII. Default. In the event of default under this Agreement, the defaulted Party shall reimburse the non-defaulting Party or Parties for all costs and expenses reasonably incurred by the non-defaulting

Party or Parties in connection with the default, including, without limitation, attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing Party or Parties shall be reimbursed by the other Party for all costs and expenses incurred in connection with the suit or action, including, without limitation, reasonable attorney's fees at the trial level and on appeal.

XIV. Governing Law. This Agreement shall be governed by and shall be construed in accordance with the laws in the State of Montana.

XV. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

XVI. Additional Terms & Conditions. City will provide Contractor with access to BMS and all records necessary to complete the Tasks as stated. Contractor is assisting City staff with all records and reports. The City is responsible for the record retention requirements in state law. The records and reports are the property of the City of Columbia Falls.

XVII. Entire Agreement. This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.

IN WITNESS WHEREOF, the Parties hereto agree to the above terms and have caused this Agreement to be executed in their names by their duly authorized officers.

Client's Signature _____ **Date** _____

City Manager

Print Name _____

Service Provider's Signature _____ **Date** _____

Susan. M. Nicosia

Print Name _____

07/01/24
11:54:30

CITY OF COLUMBIA FALLS
Payroll Summary For Payrolls from 07/01/24 to 07/31/24

Page: 1 of 1
Report ID: P130

Total for Payroll Checks

	Employee	Employer	Amount
Total		0.00	
Total Payroll Expense (Gross Pay + Employer Contributions):		0.00	
Total Discounts:	0.07		
Total Payroll Expense (Less Discounts):	-0.07		

Check Summary

Payroll Checks Prev. Out.	\$24,135.24
Payroll Checks Issued	\$18,067.95
Payroll Checks Redeemed	\$0.00
Payroll Checks Outstanding	\$42,203.19
Electronic Checks	\$2,751.90

	Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
Deductions Accrued				
Total Ded.	0.00	0.00	0.00	0.00

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

2nd Qtr.
Quarterly Report
\$20,819.85
Baud Staaland
7-1-24

07/01/24

CITY OF COLUMBIA FALLS

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10:32:03

Payroll Liabilities

Report ID: F

Item No.2.

Pay?	Thru?	Payroll Liability	Check \$	Elect?	Discount	Payee
No	07/01/24	HEALTHINS/PRE	62381.80			MONTANA MUNICIPAL INTERLOCAL AUTHORITY
No	07/01/24	MUTUAL OF OMAHA	287.10			MONTANA MUNICIPAL INTERLOCAL AUTHORITY
No	07/01/24	P.E.R.S.	5587.92	Elect		PUBLIC EMP. RETIREMENT SYSTEM
No	07/01/24	UNUM LIFE INS.	143.05			MONTANA MUNICIPAL INTERLOCAL AUTHORITY
Yes	07/01/24	Unempl. Insur.	2751.90	Elect		UNEMPLOYMENT INSURANCE DIVISION
Yes	07/01/24	Workers' Comp	18068.02			MMIA - WC PROGRAM

07/12/24
13:59:56

CITY OF COLUMBIA FALLS
Payroll Summary For Payrolls from 07/05/24 to 07/05/24

Page: 1 of 3
Report ID: P130

Total for Payroll Checks

	Employee	Employer	Amount
ADDL HOURS (Additional)	0.00		770.77
COMA HOURS (Comp Time Accumulated)	16.50		
COMP HOURS (Comp Time Used)	1.00		27.02
OTHE HOURS (Other Time Used)	80.00		3,329.60
OVER HOURS (Overtime)	81.50		3,308.07
OVID HOURS (STEP overtime)	11.00		588.59
REG HOURS (Regular Time)	3,428.00		92,104.13
SHFI HOURS (Step B)	6.00		18.00
SHFN HOURS (Shift B)	366.25		732.50
SHFQ HOURS (OVT B)	9.25		27.75
SICK HOURS (Sick Time)	39.50		1,047.33
VACA HOURS (Vacation Time Used)	74.00		2,899.70
GROSS PAY	104,853.46	0.00	
NET PAY	74,493.31	0.00	
NET PAY (CHECKS)	5,351.25		
NET PAY (DIRECT DEPOSIT)	69,142.06		
AFLAC-POSTTAX	118.17	0.00	
AFLAC-PRETAX	243.64	0.00	
CFP ASSOCIATION	200.00	0.00	
CHILD SUPPORT P	206.76	0.00	
CITY OF CF ELEC	1,948.00	0.00	
CITY OF COLUMBI	20.00	0.00	
FIT	7,284.40	0.00	
FLEX ALLEGIANCE	616.00	17.50	
FOP	450.00	0.00	
HEALTHINS/PRE	3,144.30	28,023.40	
MEDICARE	1,446.44	1,446.44	
MT ST FIRE ASSO	108.42	0.00	
MUTUAL OF OMAHA	287.10	0.00	
NATIONWIDE/CITY	0.00	853.82	
NATIONWIDE/EMP	200.00	0.00	
P.E.R.S.	3,672.72	4,216.63	
PERS RETIREE	0.00	97.96	
PERS/FURS	1,160.05	1,556.86	
PERS/POLICE	2,790.22	4,467.42	
SIT	2,559.00	0.00	
SOCIAL SECURITY	3,551.93	3,551.93	
TEAMSTERS DUES	353.00	0.00	
UNEMPL. INSUR.	0.00	471.84	
WORKERS' COMP	0.00	3,438.03	
CHARLES SCHWAB	1,814.27	0.00	
FIREFIGHTERS FC	133.17	0.00	
FIRST INTERSTAT	1,176.20	0.00	
FREEDOM BANK	3,802.54	0.00	
GLACIER BANK KA	8,360.88	0.00	
GLACIER BANK MS	3,026.95	0.00	
GLACIER BANK/CF	18,650.99	0.00	
GLACIER BANK/WF	1,999.84	0.00	

7/15/24
Payroll
\$193,170.03
Baud Stadeland

07/12/24
13:59:56

CITY OF COLUMBIA FALLS
Payroll Summary For Payrolls from 07/05/24 to 07/05/24

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NAVY FEDERAL CR	2,085.32	0.00
PARKSIDE CR U	10,029.65	0.00
REGIONS BANK	1,909.46	0.00
STOCKMAN BANK	1,171.98	0.00
USAA FEDERAL	1,402.53	0.00
USBANK.	795.42	0.00
WELLS FARGO	2,189.35	0.00
WELLS FARGO, TX	1,885.05	0.00
WFISH CR UNION	8,708.46	0.00
FIT/SIT BASE	91,078.53	0.00
MEDICARE BASE	99,755.34	0.00
PERS BASE	89,413.68	0.00
SOC SEC BASE	57,289.43	0.00
UN BASE	104,853.46	0.00
WC BASE	103,554.55	0.00

Total	48,141.83
Total Payroll Expense (Gross Pay + Employer Contributions):	152,995.29

Check Summary

Payroll Checks Prev. Out.	\$42,203.19
Payroll Checks Issued	\$77,606.55
Payroll Checks Redeemed	\$96,203.39
Payroll Checks Outstanding	\$23,606.35
Electronic Checks	\$115,563.48

Deductions Accrued	Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
Social Security	7,103.86	7,103.86		212260
Medicare	2,892.88	2,892.88		212260
P.E.R.S.	7,889.35	5,587.92	13,477.27	212270
Unempl. Insur.	471.84	471.84	943.68	212210
Workers' Comp	3,438.03	3,438.03	6,876.06	212220
FIT	7,284.40	7,284.40		212260
SIT	2,559.00	2,559.00		212260
AFLAC-PRETAX	243.64	243.64	487.28	212230
NATIONWIDE/EMP	200.00	200.00		212280
Teamsters dues	353.00	353.00	706.00	212310
PERS/Police	7,257.64	7,257.64		212240
TEAMSTERS INIT	0.00			212310
NATIONWIDE/CITY	853.82	853.82		212280
AFLAC-POSTTAX	118.17	118.17	236.34	212230
PERS/FURS	2,716.91	2,716.91		212275
MT ST FIRE ASSO	108.42	108.42		212315
HEALTHINS/PRE	31,167.70	62,381.80	70,092.50	212400
CITY OF COLUMBI	20.00	20.00		212450
UNUM LIFE INS.	0.00	143.05	143.05	212400
FLEX ALLEGIANCE	633.50	633.50		212285
CHILD SUPPORT P	206.76	206.76		212330
CFP ASSOCIATION	200.00	200.00		212325
FOP	450.00	450.00		212335
CITY OF CF ELEC	1,948.00	1,948.00		212450

07/12/24
13:59:56

CITY OF COLUMBIA FALLS
Payroll Summary For Payrolls from 07/05/24 to 07/05/24

Page: 3 of 3
Report ID: P130

PERS RETIREE	97.96		97.96		212270
MUTUAL OF OMAHA	287.10	287.10	573.80	0.40	212400
Total Ded.	78,501.98	73,024.55	118,676.72	32,849.81	

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

**CITY OF COLUMBIA FALLS
CITY COUNCIL REGULAR MEETING MINUTES
HELD JULY 01, 2024**

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

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

Also present: Acting City Manager Peters, City Clerk Staaland, City Attorney Breck, Finance Director Bates, Fire Chief Weeks and Sergeant Rice.

PLEDGE OF ALLEGIANCE

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

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

Approval of Claims - July 1, 2024 - \$112,607.63

Approval of Payroll Claims - June 21, 2024 - \$119,645.50

Approval of Special Payroll - June 28, 2024 - \$51,697.79

Approval of Regular Council Meeting Minutes - June 17, 2024

PRESENTATIONS:

Detective Craig McConnell - 20-Year Pin, Street Lead Matt Cox – 10 Year Pin, Street Department Rick Lawrence – 10 Year Pin.

Mayor Barnhart thanked Craig McConnell, Matt Cox and Rick Lawrence for their years of dedicated service with the city and presented them with a service pin.

VISITORS/PUBLIC COMMENT (Items not on agenda)

Ryan Wilbur with People and Carnivores updated council on programs in Columbia Falls. Evergreen Disposal has bear safe containers with a cost share option. September is bear aware month for the state of Montana, and he would like to put something together for the City of Columbia Falls said Mr. Wilbur.

James Druyvestein, 4190 Columbia Falls Stage Rd. said he was at the Rivers Edge Park fishing pond and there were no fish. Mr. Druyvestein asked if there was someone he could talk to about it. Acting City Manager Peters said Fish Wildlife and Parks stocks the pond and he will reach out to them to see what their schedule is for restocking the pond.

NOTICE OF PUBLIC HEARINGS/PUBLIC HEARINGS:

Public Hearing Continued - 2024-25 Fiscal Year Preliminary Budget Hearings to be continued until the adoption of the final budget in September 2024

Report on On-going and New Capital Outlay for the 2024-25 FY

Acting City Manager Peters said for safety measures a wall is being constructed between the squad room and the booking area in the police department. The final cost of the wall is \$12,000 which was well below the original estimated cost of \$30,000. The city will also be looking at a replacement patrol vehicle said Peters.

Finance Director Bates said as council is aware the city purchased the pumper fire rescue vehicle which is slated to arrive in March.

In the parks department we are still waiting on the grant approval for the bathroom at Fenholt Skatepark said Bates. The city has \$50,000 of donated funds from the Church Women United for playground equipment.

5th Ave W. has gone to the top of the priority list due to deterioration last winter.

The city is working with the WGM group on the Raise Grant and should see something within the next week to bring it forward to the next council meeting.

The city is still finalizing the ARPA Grant and hopefully starting construction soon. The sidewalk project is wrapping up and is looking very nice said Bates.

Acting City Manager Peters said he has had the opportunity to meet with Finance Director Bates and City Clerk Staaland in evaluating the need for a new FTE in the finance department. This position will most likely have financial and accounting skills. Mayor Barnhart asked when the position will be advertised. Peters said after the budget is adopted.

Mayor Barnhart said the public hearing will remain open at this time.

UNFINISHED BUSINESS:

Ratification Agreement Regarding 2018 Extra-Territorial Jurisdiction Interlocal Agreement

City Attorney Breck said this process has been ongoing for the last few months. This is the transition from the prior interlocal agreement with the county to our current agreement as of June 30, 2024 where the county takes over the territorial jurisdiction. This is a ratification and acceptance of all subdivision actions taken by the city from the time of expiration of the 2018 second amendment to the interlocal agreement, which expired in August 2023 to today. It is official the city actions are ratified to the next phase, which is entrance to the City Planning Commission appointees and the city jurisdiction is now limited to just the city limits for land use, planning and subdivision regulations.

Councilor King asked if anything that was city responsibility would now go to the county. City Attorney Breck said during that time period the county through this agreement has ratified and accepted all those decisions, because that agreement expired in August 2023. The city wanted a transition agreement either extending the expiration or for the county to ratify everything the city has done during that time period.

ORDINANCES / RESOLUTIONS:

Resolution #1924 - A Resolution of the City Council of the City of Columbia Falls, Montana, Amending Fund 2394 Building Code Enforcement Fund Budget Revenues and Appropriations for the Fiscal Year Ending June 30, 2024

Mayor Barnhart said the city received more in building permitting funds and through this resolution it will be corrected.

Councilor Robinson motioned to approve resolution #1924, seconded by Councilor Lovering with council voting as follows. Ayes: Lovering, Price, Robinson, Shepard, King and Barnhart.

Resolution # 1925 - A Resolution of the City Council of the City of Columbia Falls, Montana Transferring Planning Board and Zoning Commission and Board of Adjustment to the Planning Commission

Councilor Lovering made motion to approve resolution #1925, seconded by Councilor King with council voting as follows. Ayes: Lovering, Price, Robinson, Shepard, King and Barnhart.

Resolution # 1926 - A Resolution of the City Council of the City of Columbia Falls, Montana, Authorizing a Loan from the Cedar Creek Trust Fund for the Riverwood SID 38 Remaining Balance

Finance Director Bates said this loan from the Cedar Creek Trust is to pay off the Riverwood SID 38 remaining balance through Glacier Bank. This will avoid issues the city has had with Glacier Bank posting payments and late fees. The city will make regular monthly payments to the trust instead of Glacier Bank.

Councilor Lovering motioned to approve resolution #1926, seconded by Councilor Robinson with council voting as follows. Ayes: Price, Robinson, Shepard, King, Lovering and Barnhart.

REPORTS / BUSINESS FROM MAYOR & COUNCIL

Councilor Price said she has been in contact with MDT about the street lights on Nucleus Avenue and Railroad Street as there is no power on them. MDT owns the lights and a lot of them were not up to code, Price said she asked them what it would take to have outlets and they said there may be money in the budget for the lighting district. Price asked if there was money in the lighting district budget. Mayor Barnhart replied no there is not. Councilor King said in order to get an estimate there would need to be a scope of the underground conduit and the scope would need to be all of Nucleus Avenue.

Councilor King asked if council could get the application folder for the Public Works Director position. Acting City Manager Peters said he has reviewed the applicants and there are no qualified candidates at this time, and the city is currently advertising for the position. Councilor Robinson asked if it may be a pay issue. Peters said the city is competing with other cities for the same position and believes the city is competitive with wages starting at \$75,000 - \$90,000 DOE. Mayor Barnhart said sometimes the qualifications needed may need to be altered and look at experience.

Councilor Robinson thanked staff for stepping up.

Mayor Barnhart said the hiring committee is making progress on the City Manager candidates. Mayor Barnhart thanked Acting City Manager Peters for filling in until the permanent Manager is in place.

Mayor Barnhart recognized recently retired Firemen Tom Kemppainen and Mike VanHaverbeke for their 20 years of service on the Fire Department.

ACTING CITY MANAGER REPORT:

Acting City Manager Peters thanked Mayor and Council for entrusting him in the Acting City Manager role. Peters said he has enjoyed serving the last seven and a half years in Columbia Falls as the Chief of Police. Peters said the Acting City Manager role is just as important as being the Chief of Police. It was a good first day in trying to figure out how the city functions in all areas said Peters. He took a facility tour last week for everything the city owns from the dam to WWTP. Peters admitted he had no idea how everything worked and looks forward to learning more about each department.

Peters said he is keeping busy conversing with department heads on what their department needs are for the upcoming budget along with reviewing both union contracts as well as the City Attorney contract.

The pool closure on Monday, June 24th was due to filter and vacuum system malfunction and the Tuesday and Wednesday closure was due to a public health incident. Mayor Barnhart inquired about swim lessons if they

would be extended due to closures. Peters said he will check with the pool manager to see what they have planned.

At the last council meeting there were questions about the gaps between the new and old pavement CR with Morrison and Maierle and staff determined that Knife River did their job as required and the city street department will go over it with some dura patching for the final finish.

The fish pond pier design should be complete by the end of the month. The city will look into available grants for funding.

On the 6th St. E. and 2nd Ave. E. area where there was the water leak a couple weeks ago, there is still water seeping from the hillside. Staff has determined it is not coming from the city service water line. The city is expecting to have the soil analysis report to us very soon. Councilor Lovering said she notice they took another cottonwood tree down, will they put something in place after the report comes in. Peters said the trees were removed along with debris that was piled up around them. Lovering added when it rains there is a lot of water running down 6th Street. Mayor Barnhart said when you start taking the trees away the water will find other area to go. Peters said hopefully Knife River will be paving the street in the next week.

The Police Chief position has been posted and will close on July 22nd. There are some qualified candidates coming in and more expected. This is a great place to be the Chief of Police said Peters. The Police Officer position was filled last week and the employee will start on July 14th.

5th Ave W. from 13th St. W. if the city is going to fix the road we should fix water line as well. We may not have enough money to get all three blocks fixed but we know it needs to be done.

The parts have arrived for the waterfall by Glacier Bank; the falls should be operating now. Horine Park will have a water fountain this week and Columbus Park should have one installed next week. The volleyball net and poles are due to arrive next week and installed upon arrival.

The city will be contracting the city budget and grant writing administration, it is imperative we have someone in place that has knowledge in all areas. Peters said his plan is to bring that contract forward at the July 15th Council meeting.

Mayor Barnhart said he noticed the bathroom at Rivers Edge Park that the stainless steel commode is rusting. Acting City Manager Peters said he would check with the Parks Lead to see if he can look into it.

Project Update and Follow Up

Kreck Riverside Park Update - Fence Install

Acting City Manager Peters said the Kreck Park fence has been installed and the signs will be go up when they arrive. Councilor Lovering asked where the fence ends, where that is in terms of the high water mark. Peters said it is well above the high water mark.

MISCELLANEOUS

Correspondence

June 2024 Preliminary Council Financial Reports

ADJOURN: At 7:55 p.m. Councilor Lovering motioned to adjourn, seconded by Councilor Robinson.

Mayor

City Clerk



Land and Water Conservation Fund Grant Agreement Between State of Montana and Subrecipient

THIS AGREEMENT (“Agreement”), entered into this 1st day of July, 2024, by and between MONTANA FISH, WILDLIFE & PARKS, the governmental agency of the State of Montana designated to act for the State of Montana for the purpose of implementing the “Land & Water Conservation Fund Act of 1965,” with its principal place of business at 1420 East Sixth Avenue, Helena, Montana, (“Department”), and the City of Columbia Falls, with its principal place of business at 130 6th St. W., Columbia Falls, MT 59912, (“Subrecipient”) (collective the “Parties” or a “Party”).

The purpose of this Agreement is to construct a 10,000 sf concrete skate park and install a concrete restroom at Fenholt Park as outlined in the Subrecipient Agreement Cover Form (Appendix A). The Subrecipient Cover Form is hereby incorporated into and made part of this Agreement.

WITNESSETH:

WHEREAS, the Subrecipient desires to carry out the improvements cited herein in Columbia Falls, Montana, for the purpose of public outdoor recreation, and to qualify for reimbursement of a portion of the cost of said construction project under the “Land & Water Conservation Fund Act of 1965,” 78 Stat. 897 (1964), Laws of the United States (“LWCFA” or the “Act”), which provides certain federal funds to be made available to participating state agencies or units of local government for the acquisition and development of land and water projects for outdoor recreation uses by the general public; and,

WHEREAS it is the duty of the Department to share in the responsibility for administration of said project and to determine satisfactory completion, and further to act as agent for the National Park Service, United States Department of the Interior, to assure satisfactory performance.

WHEREAS the Department and the Subrecipient desire to accomplish the Project described, and the Department has contracted with the National Park Service, an agency of the United States, for Federal reimbursement for certain costs of this Project as set forth below, and it is now necessary for the Department and the Subrecipient to execute this Agreement for the qualification and completion of said project.

NOW, THEREFORE, in consideration of the covenants to be performed by each party on behalf of the other, as set forth below, IT IS HEREBY UNDERSTOOD AND AGREED by and between the Parties as follows:

Part I – Definitions

The following definitions apply to this Agreement:

- A. The term “State” means the State of Montana.
- B. The term “Subrecipient” means the State agency or local government unit that is a Party to this Agreement. For purposes of these provisions, the terms “Subrecipient,” “grantee,” and “participant” are deemed synonymous.

- C. The term “Project” means a Land and Water Conservation Fund grant that is identified in the project scope which is subject to this Agreement and/or its subsequent amendments.
- D. The term “NPS” or “Service” means the National Park Service, United States Department of the Interior.
- E. The term “Secretary” means the Secretary of the Interior, or any representative lawfully delegated the authority to act for the Secretary.
- F. The term “Federal Funds” or “Fund” refers to the financial resource created and maintained through authority and operation of the Land and Water Conservation Fund Act of 1965, 78 Stat. 897 (1964), as amended.
- G. The term “Manual” means the Land and Water Conservation Fund Federal Assistance Program Manual, Volume 71, effective date March 11, 2021. The manual can be found in its entirety at <https://www.nps.gov/subjects/lwcf/lwcf-manual.htm>.
- H. The term “Uniform Guidance” refers to 2 CFR 200 and can be found in its entirety at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

Part II – Continuing Assurances

The Subrecipient agrees to comply with the policies and procedures set forth in the Manual. Provisions of said Manual are incorporated into and made a part of this Agreement.

The Subrecipient confirms it has reviewed and agrees to comply with the Special Conditions Appendix attached to this Agreement. The Appendix is hereby incorporated into and made part of this Agreement (Appendix A).

Applicable Federal Circulars

The Subrecipient shall comply with all regulations at 2 C.F.R. Part 200.

The Parties specifically recognize that the Land and Water Conservation Fund project creates an obligation to maintain the property described in the project agreement and supporting application documentation consistent with the Land and Water Conservation Fund Act.

Further, it is the acknowledged intent of the Parties that recipients of assistance will use monies granted herein for the purposes of this program and that assistance granted from the Fund will result in a net increase, commensurate at least with the Federal cost-share, in a Subrecipient’s outdoor recreation.

It is intended by both Parties that assistance from the Fund will be added to, rather than replace or be substituted for, State and local outdoor recreation funds.

The Subrecipient agrees, as the recipient of this assistance, that it will meet the following specific requirements and the terms of this Agreement:

A. Perpetuity

- 1) The Subrecipient agrees the Project is being acquired or developed with Land and Water Conservation Fund assistance and shall be maintained in perpetuity for public outdoor recreation. If Subrecipient removes the Project from outdoor public recreation either through the sale of the project area or a conversion to a non-outdoor public recreation, the Subrecipient acknowledges it is responsible for all costs associated with the replacement of the converted Project area and the subsequent construction of a new facility. Any replacement of the Project, in whole or in part, must be completed in compliance with the Manual and the Act. ***All conversion/replacement processes must be coordinated through and with the approval of the Department and NPS.***
- 2) The Department shall approve such conversion only if it is in accord with the then existing State Comprehensive Outdoor Recreation Plan and only upon such conditions as deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonable equivalent usefulness and location pursuant to Title 36 Part 59.3 of the *Code of Federal Regulations*. This replacement becomes subject to Section 6(f)(3) protection. The approval of a conversion shall be at the sole discretion of the Secretary, or his/her designee. Prior to the completion of this project, the Subrecipient and the Department may mutually alter the area described in the project agreement and the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded Section 6(f)(3) protection as Fund reimbursement is provided.
- 3) In the event the Department provides Land and Water Conservation Fund (“LWCF”) assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation uses because of such right or interest being exercised will occur. In receipt of this approval, the Subrecipient agrees to notify the Department of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and program regulations. The provisions of this paragraph are also applicable to leased properties acquired and/or developed with Fund assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the Department; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the Department.
- 4) In the event the project covered by the project agreement cannot be completed in accordance with the plans and specifications for the project, the Subrecipient shall bring the project to a point of recreational usefulness agreed upon by the Subrecipient and the Department.
- 5) The Subrecipient further agrees, therefore, that the appropriate remedy in the event of a breach by the Subrecipient of this Agreement shall be the specific performance of this Agreement or the submission and approval of a conversion-of-use request as described above.

B. Project Maintenance

The Subrecipient agrees that the property and facilities described in this Agreement shall be operated and maintained, at the sole expense of the Subrecipient, as prescribed by Manual requirements and published post-completion compliance regulations (Title 36 Part 59 of the *Code of Federal Regulations*), including the following:

1. The property shall be maintained to appear attractive and inviting to the public.

2. Sanitation and sanitary facilities shall be maintained in accordance with applicable State and local public health standards.
3. Outdoor recreation facilities should comply with all State and Federal legislation (e.g., 42 U.S.C. section 6901 et. Seq. and the National Institute for Occupational Safety and Health (NIOSH) as required and compliance will be indicated by signs posted in visible public areas, statements in public information brochures, etc.
4. Properties shall be kept reasonably open, accessible, and safe for public use. Fire prevention, lifeguard, and similar activities shall be maintained for proper public safety.
5. Buildings, roads, trails and other structures and improvements shall be kept in reasonable repair throughout their estimated lifetime to prevent undue deterioration and to encourage public use.
6. The facility shall be kept open for public use at reasonable hours and times of the year, according to the type of area or facility.
7. A posted LWCF acknowledgement sign shall remain displayed at the project site.

C. Property Records

The Subrecipient agrees that a notice of the grant agreement shall be recorded in the public property records (e.g., registry of deeds or similar) of the jurisdiction in which the property is located, to the effect that the property described and shown in the scope of the grant agreement and the signed and dated project boundary map made part of that agreement, has been acquired or developed with LWCF assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary.

D. Hold Harmless/Indemnification

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

E. Nondiscrimination

1. By signing this Agreement, the Subrecipient certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in the Manual at Chapter 8, Section D Availability to Users. These include, but are not limited to:
 - a. Discrimination based on race, color, national origin, religion, or sex.
 - b. Discrimination based on residence.
 - c. Discrimination based on disability; and
 - d. Reasonable use limitations

Part III – Project Assurances

A. Project Application

1. The Application for Federal Assistance bearing the same project number as the agreement and associated documents is by this reference made a part of this Agreement.
2. The Subrecipient possesses legal authority to apply for the grant and to finance and construct the proposed facilities. A resolution, motion or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the Subrecipient to act in connection with the application and to provide such additional information as may be required.
3. The Subrecipient possesses the capability to finance the total costs for the project and assures funds will be available for effective operation and maintenance of the facilities acquired or developed by the Project.

B. Project Execution

1. The project period shall begin with the date of approval of this Agreement and shall terminate at the end of the stated or amended project period unless the Project is completed or terminated sooner in which event the Project shall end on the date of completion or termination.
2. To be eligible for matching assistance, costs must be incurred within the project period identified on this agreement. Development costs are first incurred at the start of actual physical work on the project site (such as clearing of ground, the beginning of construction, or delivery of materials to the site). Costs are not incurred at some earlier time when contracts are signed, or purchase orders are issued. Costs incurred prior to the start of this agreement are not eligible for match or reimbursement.
3. The Subrecipient will cause work on the Project to be commenced within a reasonable time after receipt of notification that funds have been approved and assure that the Project will be prosecuted to completion with reasonable diligence.
4. The Subrecipient shall secure completion of work in accordance with the approved construction plans and specifications and shall comply with all applicable Federal and local laws and regulations, including, but not limited to:
 - a) National Environmental Policy Act of 1969, as amended (P.L. 90-190, 42 U.S.C. § 4321, *et seq.*).
 - b) Protection and Enhancement of Environmental Quality (March 5, 1970, as amended by Executive Order 1191, May 24, 1977) Executive Order 11514.
 - c) The Flood Disaster Protection Act of 1973 (12 U.S.C. § 24. 1701-1 Supp., 42 U.S.C. § 4001, *et seq.*). The Subrecipient will comply with the flood insurance purchase requirements of § 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood

Insurance Administration of the Federal Emergency Management Agency. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

- d) Flood Plain Management and Wetland Protection, Executive Orders, 11988 and 11900.
 - e) Environmental Justice in Minority and Low-Income Populations, Executive Order 12898.
 - f) Department of the Interior Environmental Compliance Memorandum (ECM) 95-2, addressing environmental impacts of proposed actions on Indian Trust Resources in any environmental document.
 - g) Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970). The Subrecipient will comply with the terms of Title II and Title III and the applicable regulations and procedures implementing the act for all real property acquisitions and where applicable shall assure that the act has been complied with for property to be developed with assistance under this Agreement.
 - h) Federal Act for Protection and Restoration of Estuarine Areas (P.L. 90-454).
 - i) Wild and Scenic Rivers Act of 1968 (P.L. 90-542) (16 U.S.C. § 1274, *et seq.*).
 - j) The Rivers and Harbor Act of 1899 (33 U.S.C. § 401, *et seq.*).
 - k) Executive Order 11990, Protection of Wetlands.
 - l) The Fish and Wildlife Coordination Act (16 U.S.C. §§ 661, 662).
 - m) The Endangered Species Act of 1973 (16 U.S.C. § 1531, *et seq.*).
 - n) The Antiquities Act of 1906 (16 U.S.C. § 431).
 - o) The Archeological and Historic Preservation Act of 1966, as amended (P.L. 89-665, 16 U.S.C. § 470, *et seq.*).
 - p) Architectural Barriers Act of 1968 (Pub. L. 90-480, 42 U.S.C. § 4151 *et seq.*).
 - q) The National Historic Preservation Act of 1966, as amended (P.L. 88-665, 16 U.S.C. § 470, *et seq.*).
 - r) Protection and Enhancement of the Cultural Environment, Executive Order 11593.
 - s) Emergency Wetlands Resources Act of 1986 (P.L. 99-645); and
 - t) Land and Water Conservation Fund Program of Assistance to States; Post Completion Compliance Responsibilities (36 CFR Part 59).
5. The Subrecipient shall secure completion of the work in accordance with approved construction plans and specifications and shall secure compliance with all applicable Federal, State, and local laws and regulations.
 6. The Subrecipient will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to ensure that the completed work conforms with the approved plans and specifications. Additionally, Subrecipient will furnish progress reports and such other information as the Department may require.
 7. The Subrecipient will ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Project are not listed on the Environmental Protection Agency’s (EPA) list of Violating Facilities, pursuant to 40 CFR, Part 15.20 and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be utilized in the Project is under consideration for listing by the EPA.

8. The Subrecipient will comply with “Minority Business Enterprises” and “Women’s Business Enterprises” pursuant to Executive Orders 11625, 12138 and 12432 and 2 C.F.R. 200.321, as follows:

- a) Place qualified minority and women business firms on bidder’s mailing lists.
- b) Solicit these firms whenever they are potential sources of supplies, equipment, construction, or services.
- c) Where feasible, divide total requirements into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises.
- d) Where the requirement permits, set delivery schedules that will encourage participation by these firms; and,
- e) As appropriate, using the services and assistance of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce

If subcontracts are issued by Subrecipient, Subrecipient is responsible to ensure subcontractors take affirmative steps as identified in 7 a-e.

The State is committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness.

The Department will work closely with the Subrecipient to ensure full compliance and that grant recipients take affirmative action in placing a fair share of purchases with minority business firms.

C. Land Acquisition Project Documentation

Subrecipient acknowledges that no land acquisition is permitted as part of this agreement.

D. Procurement Standards

All non-Federal subrecipients must follow the procurement standards in 2 C.F.R. 200 §§ 318 through 327, paying specific attention to 2 C.F.R. 200.231, Contracting with small and minority businesses, women’s business enterprises and labor surplus area firms.

1. All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open, and free competition. Generally, sealed bids (formal advertising) are the preferred method for procuring construction when a complete, adequate, and realistic specification or purchase description is available; two or more responsible bidders are willing and able to compete effectively for business; and the procurement lends itself to a firm fixed price contract and the selection of the bidder can be made principally based on price.
2. **Subrecipients must have and use documented procurement procedures**, consistent with the standards of 2 C.F.R. 200 §§ 318 through 327 for the acquisition of property or services required under a Federal subaward.

3. Subrecipient shall make positive effort to use small businesses, minority-owned firms, and women's business enterprises, wherever possible. (See Part B, Section 3, Number 8 of this agreement.)
4. The Subrecipient shall inform all bidders on contracts for construction that Federal funds are being used to assist in construction.
5. No contract may be awarded by Subrecipient to any party which has been debarred or suspended under Executive Order 12549. By signing the LWCF agreement, the Subrecipient certifies that it will comply with debarment and suspension provisions appearing in the Special Conditions (Appendix C) herein.
6. The Subrecipient shall include the following in all contracts:
 - a) "Equal Opportunity Clause," in compliance with Executive Order 11246, as amended by Executive Order 11375, and as supplemented by Department of Labor regulations (41 CFR Part 60). Mandatory for contracts more than \$10,000.
 - b) Provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate.
 - c) Suitable provisions for termination by the Subrecipient including how it will be affected and the basis for settlement. In addition, such contracts may be terminated for default, as well as conditions under which the contract may be terminated due to circumstances beyond the control of the contractor.
 - d) A provision to the effect that the Subrecipient, the State, the Comptroller of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the contractor, which are directly pertinent to the project, for the purpose of making audits, examination, excerpts, and transcriptions.
 - e) Maintain statutory workmen compensation, liability, and property damage insurance.
7. All contracts more than \$100,000 shall include the following:
 - b) A provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874). This act provides that each contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he is otherwise entitled.
 - c) A provision that requires the contractor to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970, the Federal Water Pollution Control Act, Executive Order 11738, and EPA regulations (40 CFR Part 15).

- d) Where applicable, a provision for compliance with the Contract Work Hours and Safety Standards Act, §§ 102 and 107 (40 U.S.C. §§ 327-333), as supplemented by the Department of Labor regulations (29 CFR Part 5).

E. Project Costs

Project costs eligible for assistance shall be determined upon the basis of the criteria set forth in the Manual and the Uniform Guidance. It is expressly agreed and understood by the Subrecipient that only those Project expenditures incurred within the project period specified by this Agreement and identified in the Project Budget (Appendix B) will be subject to reimbursement under this Agreement, except as may be otherwise provided by the Manual.

1. The Subrecipient hereby represents to and assures the Department that it has available sufficient funds to meet its share of the cost of the Project and has the good faith intention of using such funds for completing the Project, and that no financial assistance has been received, promised, or committed under any other Federal program regarding the specific proposals covered by this agreement.
2. The Department will commit to the Subrecipient applicable Federal funds awarded to the Department by the National Park Service for the Project as outlined in the Application.
3. It is understood that the Department will withhold five percent of the Federal reimbursement until the entire Project scope as outlined in the grant application and this Agreement is complete and open to the public for use.
4. The Subrecipient agrees to make immediate monetary restitution for any disallowances of costs or expenditures on unauthorized activities which are disclosed through audit or inspection by the Department.
5. The Subrecipient must submit eligible costs and expenditures equaling or exceeding the Subrecipient's Total Project Cost (direct and indirect), as detailed on the Subrecipient Agreement Cover Sheet of this Agreement before the project can be closed out by the Department.
 - a. The Subrecipient must document and provide to the Department the method of valuation and charges for volunteer services, materials, and equipment prior to the donations being applied to reimbursement requests for such contributions to be considered as part of the Subrecipient's matching share. Specific procedures for placing the value on in-kind contributions from private organizations and individuals are identified in 2 C.F.R. 200.434 and the Manual.
6. The Subrecipient will prepare and submit billing statements of eligible Project expenditures to the Department by email to sacrawford@mt.gov or by mail to Sandy Crawford, PO Box 200701, Helena, MT 59620.

F. Project Administration

1. The Subrecipient shall promptly submit such reports and documentation as the Department may request.

2. The Subrecipient may use any generally accepted accounting system, provided such system meets the minimum requirements set forth in the Manual and supplemental instructions which may be issued by the Department.
3. Properties and facilities acquired or developed with Federal assistance shall be available for inspection by the Department and/or the NPS at any time.
4. Any deviations, which will result in any change of Project scope or objectives, shall be submitted in a timely manner to the Department for approval.
5. Pursuant to the LWCF conversation requirements at 36 C.F.R. section 59.3 and the Financial Assistance Interior Regulation (FAIR) at 2 C.F.R. 1402.329, the UASFLA, commonly referred to as the "Yellow Book," shall be used by state and local appraisers in the preparation of appraisals for federal LWCF-assisted acquisitions, donations if used for a federal match, and land exchanges for conversions. Subrecipients must provide to the Department a copy of their Appraisal reports along with an administrative review report for all acquisition projects. ***A review and approval of all reports must occur by the Department before reimbursement payments with federal funds are disbursed.***
6. All development plans and specifications, not previously provided, shall be submitted for approval by the Department prior to commencement of any site preparation or construction and no such site preparation or construction may be undertaken until so approved. When approved, development plans and specifications will become a part of this Agreement and execution of the project must be in accord with the approved plans and specifications.

G. Signage

Subrecipient must install permanent signs to acknowledge the federal-state-local partnership role. Signage must be continuously maintained at the site. Signs are supplied by the Department at the end of the project.

H. Retention and Custodial Requirements for Records

1. Financial records, supporting documents, statistical records, and all other records pertinent to this grant shall be retained in accordance with 2 CFR 200 for a period of three years; except the records shall be retained beyond the three-year period if audit findings have not been resolved.
2. The retention period starts from the date of the final expenditure report for the project.
3. Subrecipients are authorized to substitute copies in lieu of original records.
4. The Department, the Secretary, and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the State and local governments and their subgrantees which are pertinent to a specific project for the purpose of making audit, examination, excerpts, and transcripts.

I. Project Termination

1. The Department may temporarily suspend Federal assistance under the project pending corrective action by the Subrecipient or pending a decision to terminate the grant by the Department.
2. The Subrecipient may upon written notice to the Department unilaterally rescind this Agreement at any time prior to the commencement of the Project. After Project commencement, this Agreement may be rescinded, modified, or amended only by mutual agreement. The Project shall be deemed commenced when the Subrecipient makes an expenditure or incurs any obligation with respect to the Project.
3. The Department may terminate the Project in whole, or in part, at any time before the date of completion, whenever it is determined that the Subrecipient has failed to comply with the conditions of the grant. The Department will promptly notify the Subrecipient in writing of the determination and the reasons for the termination, together with the effective date. Payments made to Subrecipients or recoveries by the Department under projects terminated for cause shall be in accord with the legal rights and liabilities of the Parties. Such termination may result in declaration by the Department that Subrecipient is ineligible to receive Federal Funds for future projects.
4. The Department or Subrecipient may terminate grants in whole, or in part at any time before the date of completion, when both parties agree that the continuation of the Project would not produce beneficial results commensurate with the further expenditure of funds. The Parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Subrecipient shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The State may allow full credit to the Subrecipient for the Federal share of the noncancelable obligations, properly incurred by the Subrecipient prior to termination.
5. Termination either for cause or for convenience requires that the Project in question be brought to a state of recreational usefulness agreed upon by the Subrecipient and the Department or that all funds provided by the LWCF be returned to the Department.

J. Lobbying with Appropriated Funds

The Subrecipient must certify that no Federally appropriated funds have been paid or will be paid, by or on behalf of the State, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding, extension, continuation, renewal, amendment, or modification of this grant. (See Appendix D.)

K. Provision of a Drug-Free Workplace

In compliance with the Drug-Free Workplace Act of 1988, 41 U.S.C. § 8101, *et seq.*, the Subrecipient certifies that it will or will continue to provide a drug-free workplace.

L. Civil Rights Assurance

The Subrecipient certifies that, as a condition to receiving any Federal assistance from the Department of the Interior, it will comply with all Federal laws relating to nondiscrimination. These laws include, but are not limited to:

1. Title VI of the Civil Rights Act of 1964 at 43 C.F.R. Part 17, Subpart A.
2. Section 504 of the Rehabilitation Act of 1973 at 43 C.F.R. Part 17, Subpart B.
3. Non-Discrimination based on Age at 43 C.F.R. Part 17, Subpart C
4. ADA Title II at 28 C.F.R. Part 35.
5. ADA Accessibility Guidelines, 28 CFR 36.
6. Title IX of the Education Amendments of 1972 at 43 CFR 41; and
7. Limited English Proficiency (Executive Order 13166), 28 CFR 42.104(b)(2)

The Subrecipient assures it will immediately take any measures necessary to effectuate this Agreement.

This assurance shall apply to all aspects of the Subrecipient's operations including those parts that have not received or benefited from Federal financial assistance.

M. Conflict of Interest

1. No official or employee of the State or Subrecipient who is authorized in his official capacity to negotiate, make, accept, or approve, or to take part in such decisions regarding a contract or subcontract in connection with this Project shall have any financial or other personal interest in any such contract or subcontract.
2. No person performing services for the Subrecipient in connection with this Project shall have a financial or other interest other than his employment or retention by the Participant, in any contract or subcontract in connection with this Project. No officer or employee of such person retained by the Subrecipient shall have any financial or other personal interest in any real property acquired for this Project unless such interest is openly disclosed upon the public records of the Subrecipient, and such officer, employee or person has not participated in the acquisition for or on behalf of the Subrecipient.
3. No member of or delegate to Congress shall be admitted to any share or part of this Agreement, or to any benefit to arise hereupon, unless such benefit shall be in the form of an agreement made with a corporation for its general benefits.
4. The Subrecipient shall be responsible for enforcing the above conflict of interest provisions.

N. Hatch Act

No officer or employee of the Subrecipient whose principal employment is in connection with any activity which is financed in whole or in part pursuant to this Agreement shall take part in any of the

political activity proscribed in the Hatch Political Activity Act, 5 U.S.C. 118K, with the exceptions therein enumerated.

O. Build America Buy America Act

Note: This term effective as of January 13, 2023. For more information on DOI's approved waiver, see: <https://www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers>.

As required by Section 70914 of the Bipartisan Infrastructure Law (also known as the Infrastructure Investment and Jobs Act), P.L. 117-58, on or after May 14, 2022, none of the funds under a federal award that are part of Federal financial assistance program for infrastructure may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this program.

Recipients of an award of Federal financial assistance are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

1. all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. all manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For further information on the Buy America preference, please visit <https://www.doi.gov/grants/BuyAmerica>. Additional information can also be found at the White House Made in America Office website: <https://www.whitehouse.gov/omb/management/made-in-america>

Waivers

When necessary, recipients may apply for, and the Department of the Interior (DOI) may grant, a waiver from these requirements, subject to review by the Made in America Office. The DOI may

waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality;
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent; or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

There may be instances where an award qualifies, in whole or in part, for an existing DOI general applicability waiver as described at: <https://www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers>.

If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the recipient is not required to request a separate waiver for non-domestic materials.

If a general applicability waiver does not already apply, and a recipient believes that one of the above circumstances applies to an award, a request to waive the application of the domestic content procurement preference may be submitted to the financial assistance awarding officer in writing. Waiver requests shall include the below information. The waiver shall not include any Privacy Act information, sensitive data, or proprietary information within their waiver request. Waiver requests will be posted to <https://www.doi.gov/grants/buyamerica> and are subject to public comment periods of no less than 15 days. Waiver requests will also be reviewed by the Made in America Office.

1. Type of waiver requested (non-availability, unreasonable cost, or public interest).
2. Requesting entity and Unique Entity Identifier (UEI) submitting the request.
3. Department of Interior Bureau or Office who issued the award.
4. Federal financial assistance listing name and number (reference block 2 on DOI Notice of Award)
5. Financial assistance title of project (reference block 8 on DOI Notice of Award).
6. Federal Award Identification Number (FAIN).
7. Federal funding amount (reference block 11.m. on DO Notice of Award).
8. Total cost of Infrastructure expenditures (includes federal and non-federal funds to the extent known).
9. Infrastructure project description(s) and location(s) (to the extent known).
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin (if known), and relevant PSC or NAICS code for each.
11. A certification that the recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.

12. A statement of waiver justification, including a description of efforts made (e.g., market research, industry outreach) by the recipient, in an attempt to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.

13. Anticipated impact if no waiver is issued. Approved waivers will be posted at <https://www.doi.gov/grants/BuyAmerica/ApprovedWaivers>; recipients requesting a waiver will be notified of their waiver request determination by an awarding officer.

Questions pertaining to waivers should be directed to the financial assistance awarding officer.

Definitions

“Construction materials” includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Construction Materials” does not include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Part IV – Subrecipient Monitoring/Compliance

The Subrecipient agrees, as the recipient of this assistance, that it will meet the following specific requirements regarding compliance requirements of 2 CFR 200 and will work with the Department’s Federal Assistance and Compliance Bureau in ensuring the requirements of 2 CFR 200 are met:

- A. The Subrecipient will participate in an initial risk assessment conducted by the Department prior to and during the term of this Agreement.

- B. The Subrecipient will participate in annual reporting as a condition of acceptance of the Federal Funding. Status reports are due to the department on the following schedule:

Reporting Period	Status Report Due Date
October 1 – September 30	October 31

- C. The Subrecipient will participate in onsite monitoring conducted by the Department. The Department may conduct onsite monitoring visits with Subrecipient during the term of this Agreement to ensure Project goals and objectives as outlined in the Project Application are on track. The Department may also request the meetings as problems arise. The Subrecipient's failure to participate in any monitoring visits, missing or rescheduling two consecutive monitoring visits, or Subrecipient's failure to make a good faith effort to resolve problems may result in termination of this Agreement.
- D. The Subrecipient will annually complete the Subrecipient Survey provided by the Department's Financial Assistance and Compliance Bureau.

All project management and coordination on State's behalf must be through the Project and/or Contracting & Financial Liaison identified below. Subrecipient shall designate a Project Liaison and Contracting & Financial Liaison that will serve as points of contact for management and coordination of Subrecipient's work. All work performed under this Agreement must be coordinated between State's Project Liaison and Subrecipient's Project Liaison.

Sandy Crawford is State's Project Liaison
PO Box 200701
Helena, MT 59620-0701
Telephone: 406-444-3791
Email: sacrawford@mt.gov

Susan Nicosia is Subrecipient's Project Liaison
130 6th St. W.
Columbia Falls, MT 59912
Telephone: 406-892-4384
Email: nicosias@cityofcolumbiafalls.com

Britney Stiles is State's Financial Liaison
PO Box 200701
Helena, MT 59620-0701
Telephone: 406-444-1491
Email: Britney.Stiles@mt.gov

Shawn Bates is Subrecipient's Financial Liaison
130 6th St. W.
Columbia Falls, MT 59912
Telephone: 406-892-4327
Email: batess@cityofcolumbiafalls.com

State's liaison(s) and Subrecipient's liaison(s) may be changed by written notice to the other party. Written notices, requests, or complaints must first be directed to the Contracting & Financial Liaison. Notice may be provided by personal service, mail, or facsimile. If notice is provided by personal service or facsimile, the notice is effective upon receipt; if notice is provided by mail, the notice is effective within three business days of mailing. A signed and dated acknowledgement of the notice is required of both parties.

The parties through their authorized agents have executed this Agreement on the dates set forth below.

STATE OF MONTANA

Fish, Wildlife & Parks
PO Box 200701
Helena, MT 59620-0701

By: Sandy Crawford
Sandy Crawford, ASLO

Sandy Crawford
(Signature)

7/9/2024

(Date)

CITY OF COLUMBIA FALLS

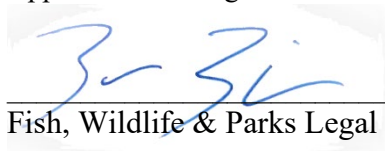
130 6th St. W.
Columbia Falls, MT 59912
UEI #: CWH8E9BX81F9

By: _____
(Name/Title)

(Signature)

(Date)

Approved as to Legal Content:


Fish, Wildlife & Parks Legal Counsel

(Date) 4-21-2022



Appendix A:
Subrecipient Agreement Cover Form

1. SUBRECIPIENT ORGANIZATION City of Columbia Falls		5. SHORT PROJECT TITLE Fenholt Park Skate Park and Restroom			
2. SUBRECIPIENT CONTACT (Includes mailing information with four-digit zip code extension, telephone, and email) Susan Nicosia 130 6th St. W. Columbia Falls, MT 59218 Telephone: 406-892-4384 Email: nicosias@cityofcolumbiafalls.com		6. FWP PROJECT LIAISON Sandy Crawford, sacrawford@mt.gov (406) 444-3791			
3. SUBRECIPIENT UNIQUE ENTITY IDENTIFIER: CWH8E9BX81F9		7. FWP FINANCIAL LIAISON Britney Stiles, Accounting Manager; Britney.Stiles@mt.gov (406) 444-1491			
4. SUBRECIPIENT TYPE Town		8. PERIOD OF PERFORMANCE START DATE: 07/01/2024 END DATE: 06/30/2027			
9. AWARD TO SUBRECIPIENT THIS ACTION \$330,000		10. FED. FUNDS COMMITTED ON THIS ACTION \$330,000			
12. TOTAL PROJECT COSTS \$660,000		14. TOTAL NON-FED FUNDS COMMITTED ON THIS CONTRACT \$330,000			
15. IS THIS RESEARCH & DEVELOPMENT YES ☐ NO ☒		16. SUBRECIPIENT MATCH REQUIREMENT 50% Non-Federal Match			
17. SUBRECIPIENT INDIRECT COST RATE AND TERMS (IF CHARGING INDIRECT COSTS, PLEASE ATTACH 1) COPY OF NEGOTIATED RATE FROM THE COGNIZENT AGENCY, OR 2) IF DE MINIMIS RATE IS USED, ATTACH A COPY OF CURRENT FINANCIAL STATEMENTS. BY SIGNING THIS CONTRACT, SUBRECIPIENT CERTIFIES COMPLIANCE WITH 2 CFR 200.414 IN RELATION TO THE DE MINIMIS RATE) Indirect Costs Waived					
18. FEDERAL AWARD PROJECT DESCRIPTION: (REQUIRED FOR FFATA): The City of Columbia Falls will construct a 10,000 sf concrete skate park and install a concrete restroom at Fenholt Park.					
19. FUNDING SOURCE INFORMATION/FEDERAL AND NON-FEDERAL					
A. FUNDING SOURCE (FS)	B. NPS AWARD DATE TO FWP	C. FAIN - FEDERAL AWARD IDENTIFICATION NUMBER	D. TOTAL FED. AWARD TO FWP	E. TOTAL OBLIGATION TO SUBRECIPIENT	F. ASSISTANCE LISTING NUMBER AND NAME
USDOJ/NPS	06/28/2024	P24AP00955	\$330,000	\$330,000	15.916 Outdoor Recreation Acquisition Development and Planning LWCF
LOCAL FUNDING MATCH	NA	P24AP00955	\$330,000	\$330,000	Local Funding Match
GRAND TOTAL (should equal 12 above)				\$660,000	

Appendix B Project Budget

Budget includes the indirect costs incurred by Montana Fish, Wildlife & Parks that are associated with the administration of the LWCF grant. This amount is calculated annually by Montana Fish, Wildlife & Parks and the rate is negotiated with the Department of Interior. The current approved rate is 0% for the period 7/1/2024 – 6/30/2025. The effective rate will be assessed based on the date of the reimbursement request submitted by the subrecipient. The indirect cost figures in the chart below are only estimates and may differ from the actual rate charged.

City of Columbia Falls	
Fenholt Park Skatepark and Restroom #30-00784	
Original Budget	Totals
Restroom	
Prefabricated Concrete Accessible Restroom	\$ 23,000.00
Site Prep and Pad for Restroom	\$ 3,000.00
Installation of Water/Sewer Lines	\$ 9,000.00
Ground Restoration/Hydroseeding	\$ 3,000.00
Skatepark	
Mobilization	\$ 5,000.00
Drainage Materials, Drain Rock, Catch Basin	\$ 13,000.00
Erosion Control, Fencing	\$ 6,000.00
Construction, Installation of 10,000 Sq Ft Concrete Skatepark	\$ 598,000.00
Total Direct Costs	\$ 660,000.00
Total Indirect Costs	
Total Project Costs	\$ 660,000.00
LWCF Share Direct Costs	\$ 330,000.00
LWCF Share Indirect Costs	
LWCF Share Total Costs	\$ 330,000.00

Appendix C Special Conditions

Applies to all agreements, contracts and collaborative agreements initiated by
Montana Fish, Wildlife & Parks

1. SAM / UEI. Subrecipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB). Subrecipient agrees to obtain a Unique Entity ID (UEI) number and to maintain a current registration. The details and processes for registration are available at <https://www.dnb.com> and <https://www.sam.gov/portal/SAM/#1>. 2 C.F.R. 200.331. Subrecipient further provides that it shall not enter into any subaward, contract or other agreement using funds provided hereunder with any party listed on the SAM Exclusions in accordance with Executive Orders 12549 and 12689. The SAM Exclusions can be found at <https://www.sam.gov/SAM/pages/public/searchRecords/search.jsf>
2. Suspension/Debarment. Subrecipient confirms it is not debarred, suspended, or otherwise listed on the System for Award Management (SAM) Excluded Parties List. 2. C.F.R. Appendix II (I).
3. Subrecipient agrees to register with the Montana Secretary of State. Business that are incorporated in another state or country, but which are conducting activity in Montana, must determine whether they are transacting business in Montana in accordance with §§ 35-1-1026 and 35-8-1001, MCA. Such businesses may want to obtain guidance of their attorney or accountant to determine whether their activity is considered transacting business. If businesses determine that they are transacting business in Montana, they must register with the Secretary of State and obtain a certificate of authority to demonstrate that they are in good standing in Montana. To obtain registration materials, call the Office of the Secretary of State at (406) 444-3665 or visit their website at <http://sos.mt.gov>.
4. Approved Project/Program. Grant funds may be used only for the purposes in the Subrecipient's approved program/project. The Subrecipient shall not undertake any work or activities that are not described in the grant project/program.
5. Availability of Funds. This grant award is conditional upon availability of government funds and may be reduced at any time due to budget reductions.
6. Non-committal to Future Funding. Award of this grant does not commit the Department to future funding.
7. Misuse of Award Funds. The Subrecipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.
8. Identical Cost Items for Multiple Awards. The Subrecipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those award funds have been, are being used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the Subrecipient will promptly notify, in writing, the Department grant manager to eliminate any inappropriate duplication of funding.
9. Reversion of Unexpended Funds. Any funds not properly expended during the grant period shall lapse and revert to the Department.
10. Project Income. No projects administered by the Department and funded through Federal funding sources should produce an income stream. See 2 C.F.R. 200.77 Program Income for definition of what is considered program income. If there is a possibility that the project will produce income, subrecipient must confer with Program Coordinator prior to commencement of project.

11. Cancellation of Award. Subrecipients are required to provide an implementation timeline with the Project description. Projects that do not include a timeline of implementation are subject to the following condition:
 - a. COMMENCEMENT. If a project is not operational within the time frame identified in this Agreement, the Subrecipient must report by letter to the Department the steps taken to initiate the Project, the reasons for delay, the expected start date, and the impact the delay may have on the scheduled completion deadline.
12. Indirect Cost Rate:
 - b. A Subrecipient that has an established Federally Approved Indirect Cost Rate agreement in place may request reimbursement for indirect costs. Subrecipients must provide a copy of the organization's Federal Indirect Cost Negotiation Agreement with the signed agreement.
 - c. De Minimis Indirect Cost Rate. A Subrecipient that is eligible under the Part 200 Uniform Requirements to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise the Department in writing of both its eligibility and its election and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs.
13. Single Audit Requirement. Subrecipients are required to allow State access to Subrecipients' records and financial statements as required under the Uniform Guidance. Subrecipients who receive less than \$750,000 in federal funds during the fiscal year are exempt from audit but are required to have available records for review or audit by State. Subrecipients who expend \$750,000 or more in federal funds during its fiscal year are required to have a single audit conducted in accordance with 2 C.F.R. 200.514 or undergo a program-specific audit.
14. Personnel Time and Attendance Records. Subrecipient must maintain time and attendance records to support personnel costs associated with grant project.
15. Travel Reimbursement. Travel and associated costs are only eligible if they are necessary for accomplishing the objectives in the agreement and have been included in the budget narrative and project description.

State rates for mileage, per diem, and lodging are discussed below and are the maximum amounts that can be charged by subrecipients funded by the Department. A Subrecipient may utilize its own travel policy and rates provided those rates do not exceed Federal rates. Subrecipient must provide Department with copy of policy with signed agreement.

Grant funds may not be used to pay for out-of-state travel without prior approval from MFWP. Grant funds cannot be used for costs and fees associated with cancellation or changes to travel, (i.e., airline, hotels, registration, etc.) unless approved by MFWP.

MEALS

To claim reimbursement for a meal, Subrecipient must be in a travel status for more than three continuous hours within one of the time ranges. To receive the morning meal, you must leave before 7:00AM and to receive the evening meal you must return after 6:01PM.

Current per diem meal allowance rates effective April 11, 2023, are as follows:

<u>Meals Allowance:</u>	<u>In-State</u>	<u>Out-of-State</u>
Morning Meal (12:01AM-10:00AM)	\$ 8.25	\$13.00
Midday Meal (10:01AM-3:00PM)	\$ 9.25	\$15.00
Evening Meal (3:01PM-12:00AM)	<u>\$16.00</u>	<u>\$26.00</u>
Total	\$33.50	\$54.00

MILEAGE

Subrecipients may request mileage reimbursement based on the date the travel was performed at the standard mileage rate published by the US Internal Revenue Service, which is updated each Jan 1st.

LODGING

Subrecipients may request lodging reimbursement of room and tax based on the date the travel was performed utilizing the state approved lodging rates. As with all direct expenses, an itemized receipt must be provided to claim reimbursement.

16. **Vehicle Usage Rate:** Programs must utilize the State's motor pool rate or the straight mileage rate for the duration of the grant. The rate must be tracked per project and reported accordingly.
17. **Consultant Services.** Consultant services provided by consultants employed with for-profit, nonprofit, and not-for-profit organizations are subject to competitive bidding procedures. Contracted services provided by other types of organizations may also have restrictions. Please check with Program Manager prior to committing grant funds.
18. **High-Risk Subrecipient.** The Subrecipient agrees to comply with any additional requirements that may be imposed during the grant performance period if the Department determines that the recipient is a high-risk grantee. *See* 2 C.F.R. 200.331(b) and 2 C.F.R. 200.331(e).
19. **Reduce Text Messaging While Driving.** Pursuant to Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages Subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.
20. **Seat Belt Provision.** The Subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.
21. **Trafficking in Persons.** This award is pursuant to paragraph (g) of section 106 of the Trafficking Victims Protections Act of 2000, as amendment (2 CFR §175.15).
22. **Compliance with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in U.S. Department of Labor regulations (41 CFR chapter 60).** (All construction contracts awarded more than \$10,000 by grantees and their contractors or subrecipients.)
23. **Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in U.S. Department of Labor regulations (29 CFR Part 3).** (All contracts and subgrants for construction or repair.)
24. **Compliance with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970, the Federal Water Pollution Control Act, Executive Order 11738, and Environmental Protection Agency regulations (406 CFR Part 15).**
25. **Compliance with Montana Environmental Policy Act, § 75-1-101, *et seq*, MCA.**
26. **Compliance with §§ 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by U.S. Department of Labor regulations (29 CFR Part 5).** (Construction contracts awarded by grantees and subrecipients more than \$2,000, and more than \$2,500 for other contracts which involve the employment of mechanics or laborers.)
27. **Compliance with 41 U.S.C. § 4712, Enhancement of Recipient and Subrecipient Employee Whistle Protection:** (a) This award, related subawards and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 USC § 4712; (b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights

and protections under 41 USC § 4712; (c) The recipient shall insert this clause, including this paragraph, in all subawards and in contracts over the simplified acquisition threshold related to this award.

28. Compliance with notice of awarding federal agency requirements and regulations pertaining to reporting.
29. Compliance with notice of awarding federal agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed during or under such contract.
30. Compliance with awarding federal agency requirements and regulations pertaining to copyrights and rights in data.
31. Compliance with equal opportunity to participate in and benefit from programs described is available to all individuals without regard to their race, color, religion, national origin or ancestry, sex, age, handicap, disability, sexual orientation, gender identity, military or veteran status or political affiliation. Complaints of discrimination should be sent to the Office of Human Resources, Montana Department of Fish, Wildlife & Parks, 1420 E. Sixth Avenue, Helena, Montana 59601.
32. Compliance with all applicable provisions of the Federal Funding Accountability and Transparency Act of 2006. 44 U.S.C. § 3501 ("FFATA"). As of March 1, 2011, recipients of federal grants and contracts, including the Department, must comply with subrecipient reporting requirements under the FFATA. Under FFATA, the Department is required to report on newly issued first tier subgrants of \$25,000 or more. The information reported will be made available to the public on the USASpending.gov website. The reports filed pursuant to FFATA include the following information:
 - d. Name of entity receiving the award.
 - e. Amount of the award.
 - f. Information on the award including transaction type, funding agency, program source, award title and assistance listing number.
 - g. Location of the entity receiving the award and primary location of performance under the award, including city, state, congressional district, and country.
 - h. UEI Number of the entity receiving the award or the parent entity of the recipient; and
 - i. Names and total compensation of the five highest compensated officers of the entity if, during the preceding fiscal year, it received: (a) 80 percent or more of its annual gross revenues in federal awards, and (b) \$25 million or more in annual gross revenues from federal awards; and if the public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1976.
33. Compliance with all applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards Act of 2014, and as amended 2020.

Appendix D

Lobbying Certification

In compliance with 31 U.S.C. § 1352, the Subrecipient certifies to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, and officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify accordingly.

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

Signature of Certifying Official

Printed Name & Title of Certifying Official

Name of Subrecipient

Date

AGREEMENT

This Agreement is dated as of the _____ day of _____ in the year _____, by and between the City of Columbia Falls, hereinafter called "Owner" and Mac & Sons LLC / DBA Highgrade Construction Hereinafter called "Contractor." Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

- 1.01 The project consists of replacement of (6) fire hydrants and specified locations within the City of Columbia Falls.

Article 2. SCOPE OF WORK

2.01 Fire Hydrant Replacement Project

- Contractor to provide all materials necessary to complete installation of new auxiliary valves/hydrants. (not all locations require auxiliary valves)
- Prepare base for patch, contractor shall supply and install subbase/crush as specified in MPWSS Section 02234 where required.
- Remove and dispose of existing pavement where applicable.
- Remove and dispose of existing hydrants and all associated materials.
- Restore disturbed areas to original condition, grass/landscape or asphalt.

Project Cost Breakdown:

Furnish/Install Hydrants (6): \$52,296.84

Furnish/Install Auxiliary Valve (5): \$10,889.60

Asphalt Removal and Disposal: \$1,000

Asphalt Concrete Pavement: \$2,250

Traffic Control-Devices: \$5,000

Mobilization: \$2,000

Total Project Price in Figures: \$73,436.44

Article 3. THE PROJECT

- 3.01 The project for which the Work under the Contract Documents may be the whole or only a part is described as follows: **City of Columbia Falls 2024 WWTP Scum Pump and Controls Replacement Project.**

Work shall not begin prior to July 15th, 2024 and shall be completed on or before December 31, 2024.

Article 4. CONTRACT DOCUMENTS

4.01 Contents

A. The Contract Documents consist of the following whether included in the Project Manual, or not:

1. This Agreement
2. Performance Bond
3. Payment Bond
4. Montana Public Works Standard Specifications, (MPWSS), Current Edition
5. General Conditions (MPWSS)
6. Supplementary Conditions (MPWSS)
7. Special Provisions
8. Addenda (Numbers _____ to _____)

B. The documents listed in paragraph 3.01.A. are made a part of this Agreement.

C. There are no Contract Documents other than those listed above in this Article 3.

Article 5. CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the work in accordance with the Contract Documents an amount equal to the sum of the established unit or lump sum prices for each separately identified item of work that is constructed and accepted.

Article 6. PAYMENT PROCEDURES

6.01 Submittal and Processing of Payment:

A. Contractor shall submit Final Application for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed as provided in the Contract Documents.

6.02 Retainage:

A. 5% retainage to be held on progress payments. Final payment upon acceptance of the completed work.

6.03 Final Payment:

A. Final Payment will be made upon completion and acceptance of all work covered under the Contract Documents. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, Owner shall pay the Contract Price as recommended by Engineer as provided in said paragraph 14.07.

Article 7. CONTRACTOR 'S REPRESENTATION

- 7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents (including all Addenda) listed In Article 9 of this section, and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the sites and is familiar with and is satisfied as to the general, local and Site Conditions that may affect cost, progress, performance or furnishing of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing to the Work.
 - D. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, technique, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by the Contractor, and safety precautions and programs incident thereto.
 - E. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
 - F. Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract Documents.
 - G. Contractor has correlated the information known to the Contractor, information and observations obtained from visits to the site, and reports identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
 - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
 - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. ENGINEER

- 8.01 The Project has been designed by the City of Columbia Falls Water Department Lead Chris Murphy who is hereinafter called Engineer and who is to act as the City of Columbia Falls representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Document.

Article 9. MISCELLANEOUS

9.01 Terms

- A. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may come due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

9.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under Law or Regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed two (2) copies of the Agreement. One counterpart has been delivered to Owner and one counterpart to Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor.

This Agreement will be effective _____, _____ (which is the effective date of the Agreement).

Owner City of Columbia Falls

Contractor _____

A Municipal Corporation

Contractor Registration No. _____

By _____
(City Manager)

By _____
(Signature Authorized Business Representative)

Address for giving notices:

Address for giving notices:

130 6th Street West RM-A

Columbia Falls, MT 59912

Phone No. 892-4391

Phone No. _____

(CORPORATE SEAL)

(CORPORATE SEAL)

AGREEMENT

This Agreement is dated as of the _____ day of _____ in the year _____, by and between the City of Columbia Falls, hereinafter called "Owner" and Mac & Sons LLC/DBA Highgrade Construction Hereinafter called "Contractor." Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

- 1.01 Removal and replacement of an existing flow meter on the Meadowlake 6" sewer force main in the flow metering vault at the intersection of Tamarack Lane and Rocky Lane.

Article 2. SCOPE OF WORK

2.01 Meadowlake Flow Meter Replacement Project

- Contractor to remove old flow meter, isolation valves in the existing metering vault and transmitter in nearby above ground cabinet and dispose of that equipment.
- Contractor to install new flow meter and isolation valves in the existing meter pit.
- The contractor shall be responsible for coordinating and performing bypass of the Meadow Lake sewage lift station with their own means and methods for the entirety of the meter removal and installation.
- Flow meter shall be an electromagnetic type for 6" pipe that is compatible for use in the measurement of domestic raw wastewater, have a minimum operating range of 3 USGPM and maximum operation range of 1,200 USGPM with normal flow rate of 550 USGPM. Meter flow tube and transmitter wire will be of the fully submersible type. Meter transmitter will be located in an existing above ground cabinet approximately 25' away from the flow tube in the metering vault. Acceptable meter type is Endress + Hauser Promag W 400 or equivalent.
- Isolation valves shall be 6" flanged plug valve type suitable for use with raw domestic wastewater with hand wheel or 2" nut actuator. Acceptable valve manufactures are DeZurick, Val-Matic, Pratt or equivalent.
- Mechanical joints shall be the restraint type with working pressure of 350 psi. Intended for use on 6" C900 PVC pipe. Acceptable manufactures are Romac, Ford or equivalent.
- Pipe couplers shall be the restraint type with working pressure of 350 psi for use on 6" C900 PVC pipe. Acceptable manufactures are Hymax, Romac or equivalent.
- Provide Flow Meter onsite training and commissioning.
- Traffic control shall be required at all times when work zone encroaches onto roadways.

Project Cost Breakdown:

Replacement of Flow Meter Valves and Parts: \$18,853.20

Remove and Replace Existing Force Main Flow Meter and Valves in Meter Vault: \$5,550.00

Meadowlake Lift Station Bypass: \$5,000

Remove Old Transmitter, Install New Remote Meter Transmitter in Existing Cabinet: \$2,000

Flow Meter Training and Commissioning: \$2,500

Traffic Control: \$2500

Total Project Price in Figures: \$36,403.20

Article 3. THE PROJECT

3.01 The project for which the Work under the Contract Documents may be the whole or only a part is described as follows: **Meadowlake Flow Meter Replacement Project**

Work shall not begin prior to **July 15th, 2024** and shall be completed on or before **December 31, 2024**.

Article 4. CONTRACT DOCUMENTS

4.01 Contents

A. The Contract Documents consist of the following whether included in the Project Manual, or not:

1. This Agreement
2. Performance Bond
3. Payment Bond
4. Montana Public Works Standard Specifications, (MPWSS), Current Edition
5. General Conditions (MPWSS)
6. Supplementary Conditions (MPWSS)
7. Special Provisions
8. Addenda (Numbers _____ to _____)

B. The documents listed in paragraph 3.01.A. are made a part of this Agreement.

C. There are no Contract Documents other than those listed above in this Article 3.

Article 5. CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the work in accordance with the Contract Documents an amount equal to the sum of the established unit or lump sum prices for each separately identified item of work that is constructed and accepted.

Article 6. PAYMENT PROCEDURES

6.01 Submittal and Processing of Payment:

A. Contractor shall submit Final Application for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed as provided in the Contract Documents.

6.02 Retainage:

A. 5% retainage to be held on progress payments. Final payment upon acceptance of the completed work.

6.03 Final Payment:

A. Final Payment will be made upon completion and acceptance of all work covered under the Contract Documents. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, Owner shall pay the Contract Price as recommended by Engineer as provided in

said paragraph 14.07.

Article 7. CONTRACTOR 'S REPRESENTATION

- 7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents (including all Addenda) listed In Article 9 of this section, and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the sites and is familiar with and is satisfied as to the general, local and Site Conditions that may affect cost, progress, performance or furnishing of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing to the Work.
 - D. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, technique, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by the Contractor, and safety precautions and programs incident thereto.
 - E. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
 - F. Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract Documents.
 - G. Contractor has correlated the information known to the Contractor, information and observations obtained from visits to the site, and reports identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
 - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
 - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. ENGINEER

- 8.01 The Project has been designed by the City of Columbia Falls WWTP Lead Operator who is hereinafter called Engineer and who is to act as the City of Columbia Falls representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Document.

Article 9. MISCELLANEOUS

9.01 Terms

- A. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may come due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

9.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under Law or Regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed two (2) copies of the Agreement. One counterpart has been delivered to Owner and one counterpart to Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor.

This Agreement will be effective _____, _____ (which is the effective date of the Agreement).

Owner City of Columbia Falls

Contractor _____

A Municipal Corporation

Contractor Registration No. _____

By _____
(City Manager)

Address for giving notices:

_____ 130 6th Street West RM-A

_____ Columbia Falls, MT 59912

Phone No. _____ 892-4391

(CORPORATE SEAL)

By _____
(Signature Authorized Business Representative)

Address for giving notices:

Phone No. _____

(CORPORATE SEAL)

AGREEMENT

This Agreement is dated as of the _____ day of _____ in the year _____, by and between the City of Columbia Falls, hereinafter called "Owner" and Mac & Sons LLC / DBA Highgrade Construction Hereinafter called "Contractor." Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

- 1.01 The project consists of furnishing materials, labor and equipment required for the replacement and installation of a new Scum Pump and Controls in the Secondary Clarifier building at the City's Wastewater Treatment Plant. **All equipment and parts shall be approved by the City.**

Article 2. SCOPE OF WORK

2.01 **Supply and Install New Scum Pump Control Panel, VFD, and Level Sensor**

- Positive Displacement Pump with a Rated Flow Capacity of 0-100 GPM
- Pump shall have the ability to pass a 1" non-compressible solid.
- Pump Shall have the ability to pump sludge and scum consisting of 3-4% solids.
- Pump shall be constructed of materials suited for wastewater.
- Pump will have mechanical shaft seals.
- 4- inch inlet / 4- inch outlet with flanges.
- 3 - 5 HP 3 phase 460- volt inverter duty motor rated for compatibility with VFD operation
- 304 or 316 pump base or painted steel
- Level sensor will be of the correct type for this application.
- NEMA 4x Local Safety Switch
- NEMA 4x control panel with circuit breaker, motor starter, run light, VFD, control wiring to SCADA system and all components necessary for a complete operating system.
- All valves will be 6" flanged plug valves.
- All Piping and fittings will be 125 or 150 ductile or gray iron flanged w/rubber gaskets.
- Operation and Maintenance Manual.
- Freight to job site.
- Factory start up services – 1 day on-site.

Lump Sum 2: \$104,788.00

2.02 **Remove Old Scum Pump Controls, Valves and Piping**

- No bypass pumping required; piping can be isolated.
- Includes hauling and disposal of all removed material and waste.
- Includes removal of existing electrical controls in Lab/Clarifier Building.
- Includes removal of level sensors in scum tank.

Lump Sum: \$5,000

Total Project Price in Figures: \$109,788.00

Article 3. THE PROJECT

3.01 The project for which the Work under the Contract Documents may be the whole or only a part is described as follows: **City of Columbia Falls 2024 WWTP Scum Pump and Controls Replacement Project.**

Work shall not begin prior to **July 15th, 2024** and shall be completed on or before **December 31, 2024.**

Article 4. CONTRACT DOCUMENTS

4.01 Contents

A. The Contract Documents consist of the following whether included in the Project Manual, or not:

1. This Agreement
2. Performance Bond
3. Payment Bond
4. Montana Public Works Standard Specifications, (MPWSS), Current Edition
5. General Conditions (MPWSS)
6. Supplementary Conditions (MPWSS)
7. Special Provisions
8. Addenda (Numbers _____ to _____)

B. The documents listed in paragraph 3.01.A. are made a part of this Agreement.

C. There are no Contract Documents other than those listed above in this Article 3.

Article 5. CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the work in accordance with the Contract Documents an amount equal to the sum of the established unit or lump sum prices for each separately identified item of work that is constructed and accepted.

Article 6. PAYMENT PROCEDURES

6.01 Submittal and Processing of Payment:

- A. Contractor shall submit Final Application for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed as provided in the Contract Documents.

6.02 Retainage:

- A. 5% retainage to be held on progress payments. Final payment upon acceptance of the completed work.

6.03 Final Payment:

- A. Final Payment will be made upon completion and acceptance of all work covered under the Contract Documents. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, Owner shall pay the Contract Price as recommended by Engineer as provided in said paragraph 14.07.

Article 7. CONTRACTOR 'S REPRESENTATION

7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents (including all Addenda) listed In Article 9 of this section, and the other related data identified in the Bidding Documents.
- B. Contractor has visited the sites and is familiar with and is satisfied as to the general, local and Site Conditions that may affect cost, progress, performance or furnishing of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing to the Work.
- D. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, technique, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by the Contractor, and safety precautions and programs incident thereto.
- E. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has correlated the information known to the Contractor, information and observations obtained from visits to the site, and reports identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. ENGINEER

- 8.01 The Project has been designed by the City of Columbia Falls WWTP Lead Operator who is hereinafter called Engineer and who is to act as the City of Columbia Falls representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Document.

Article 9. MISCELLANEOUS

9.01 Terms

- A. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may come due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

9.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under Law or Regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed two (2) copies of the Agreement. One counterpart has been delivered to Owner and one counterpart to Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor.

This Agreement will be effective _____, _____ (which is the effective date of the Agreement).

Owner City of Columbia Falls

Contractor _____

A Municipal Corporation

Contractor Registration No. _____

By _____
(City Manager)

By _____
(Signature Authorized Business Representative)

Address for giving notices:

Address for giving notices:

130 6th Street West RM-A

Columbia Falls, MT 59912

Phone No. 892-4391

Phone No. _____

(CORPORATE SEAL)

(CORPORATE SEAL)

AGREEMENT

This Agreement is dated as of the _____ day of _____ in the year _____, by and between the City of Columbia Falls, hereinafter called "Owner" and Stillwater Electric Inc. Hereinafter called "Contractor." Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

- 1.01 The project consists of removal and replacement of a new I-Line Stack Interior in the main switchboard of the Columbia Falls wastewater treatment plant.

Article 2. SCOPE OF WORK

2.01 **WWTP Switchboard Replacement Project**

Contractor to provide **all** materials necessary to remove/install new Switchboard replacement I-line stack interior that suffered fault. F.O. #28802382-005.

(1- QED I-L BUS ASY ME MAX/, (2- Circuit breaker PowerPacT M, 800A, 3-pole, 600VAC, 25kA, I-Line, ET 1.0 80%, ABC)/ (1- Panelboard accessory, I-Line, Lug kit, subfeed, 800A)

- De-energize / re-energize switchboard, setup reroute of main power for temporary power for normal plant operations restore to normal main power when replacement is complete. Remove and Install 4 existing breakers on the new panelboard.
- Provide and connect backup generator to additional building power,
- Provide Testing and Evaluation of Breakers
- Provide/Install and Evaluate *(4- Strip Heaters, 240Vac rated)/(1-Thermostat)*
(1-Humidistat)/ (1- Power Supply (CPT), 120Vac, W/fused disconnect) (1- Lot of Mounting Hardware)

Project Cost Breakdown:

Removal/Replacement Switchboard: \$44,606.68

De-energize/re-energize reroute main power for temporary plant power/restore power

remove and reinstall 4 existing breakers: \$1,380

Backup Generator for temporary power: \$892

Breaker Testing: \$3,660.35

Gear Strip Heaters and Accessories: \$6,254.05

Total Project Price in Figures: \$56,793.08

Article 3. THE PROJECT

- 3.01 The project for which the Work under the Contract Documents may be the whole or only a part is described as follows: **City of Columbia Falls 2024 WWTP Scum Pump and Controls Replacement Project.**

Work shall not begin prior to July 15th, 2024 and shall be completed on or before December 31, 2024.

Article 4. CONTRACT DOCUMENTS

4.01 Contents

A. The Contract Documents consist of the following whether included in the Project Manual, or not:

1. This Agreement
2. Performance Bond
3. Payment Bond
4. Montana Public Works Standard Specifications, (MPWSS), Current Edition
5. General Conditions (MPWSS)
6. Supplementary Conditions (MPWSS)
7. Special Provisions
8. Addenda (Numbers _____ to _____)

B. The documents listed in paragraph 3.01.A. are made a part of this Agreement.

C. There are no Contract Documents other than those listed above in this Article 3.

Article 5. CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the work in accordance with the Contract Documents an amount equal to the sum of the established unit or lump sum prices for each separately identified item of work that is constructed and accepted.

Article 6. PAYMENT PROCEDURES

6.01 Submittal and Processing of Payment:

A. Contractor shall submit Final Application for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed as provided in the Contract Documents.

6.02 Retainage:

A. 5% retainage to be held on progress payments. Final payment upon acceptance of the completed work.

6.03 Final Payment:

A. Final Payment will be made upon completion and acceptance of all work covered under the Contract Documents. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, Owner shall pay the Contract Price as recommended by Engineer as provided in said paragraph 14.07.

Article 7. CONTRACTOR 'S REPRESENTATION

- 7.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents (including all Addenda) listed In Article 9 of this section, and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the sites and is familiar with and is satisfied as to the general, local and Site Conditions that may affect cost, progress, performance or furnishing of the Work.
 - C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, performance and furnishing to the Work.
 - D. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, technique, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by the Contractor, and safety precautions and programs incident thereto.
 - E. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
 - F. Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract Documents.
 - G. Contractor has correlated the information known to the Contractor, information and observations obtained from visits to the site, and reports identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
 - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.
 - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. ENGINEER

- 8.01 The Project has been designed by the City of Columbia Falls WWTP Lead Operator who is hereinafter called Engineer and who is to act as the City of Columbia Falls representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Document.

Article 9. MISCELLANEOUS

9.01 Terms

- A. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

9.02 Assignment of Contract

- A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may come due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 Successors and Assigns

- A. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

9.04 Severability

- A. Any provision or part of the Contract Documents held to be void or unenforceable under Law or Regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed two (2) copies of the Agreement. One counterpart has been delivered to Owner and one counterpart to Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor.

This Agreement will be effective _____, _____ (which is the effective date of the Agreement).

Owner City of Columbia Falls

Contractor _____

A Municipal Corporation

Contractor Registration No. _____

By _____
(City Manager)

By _____
(Signature Authorized Business Representative)

Address for giving notices:

Address for giving notices:

130 6th Street West RM-A

Columbia Falls, MT 59912

Phone No. 892-4391

Phone No. _____

(CORPORATE SEAL)

(CORPORATE SEAL)

PROFESSIONAL SERVICES CONTRACT

I. The Parties. This Service Contract (“Agreement”) made July 16, 2024 (“Effective Date”), is by and between:

Service Provider: Susan M. Nicosia, CPA, LLC, with a mailing address of PO BOX 2241, COLUMBIA FALLS, Montana, 59912-2241 (“Service Provider”),

AND

Client: City of Columbia Falls, with a mailing address of 130 6th St W, Columbia Falls, Montana, 59912 (“Client”).

Service Provider and Client are each referred to herein as a “Party” and, collectively, as the "Parties."

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Client hires the Service Provider to work under the terms and conditions hereby agreed upon by the Parties:

II. Term. The term of this Agreement shall commence on July 16, 2024 and terminate upon the Service being completed by the Service Provider.

III. The Service. The Service Provider agrees to provide the following: Professional Financial and Administrative Services related to City Budgeting, Financial Reporting and Grant Administration including reporting and compliance.

Hereinafter known as the “Service”.

Service Provider shall provide, while performing the Service, that he/she/they shall comply with the policies, standards, and regulations of the Client, including local, State, and Federal laws and to the best of their abilities.

The Service Provider agrees to provide the Service at the at the Client's mailing address mentioned in Section I.

IV. Payment Amount. The Client agrees to pay the Service Provider \$10,000.00 as a flat fee for performing the Service to the Client. The aforementioned flat fee shall cover the following: Task Order #1 - Budget Preparation - through Final Budget/Submission to MT DOA - \$4,000

Task Order #2 - Grant Administration through December 31, 2024 - \$6,000 - includes all current grants including but not limited to: RAISE, HB 315/SLIPA Funding, EDA, ARPA/SRF, LWCF, HB 819 Planning Grant. Task Order #2 may be extended by agreement of both parties.

The City and Service Provider may agree to extend the services to include Annual Financial Report preparation through filing with MT DOA for an additional agreed upon sum to be determined under Task Order #3.

Hereinafter known as the “Payment Amount”.

V. Payment Method. The Client shall pay the Payment Amount when invoiced.

Hereinafter known as the “Payment Method”. The Payment Amount and Payment Method collectively shall be referred to as “Compensation”.

VI. Retainer. The Client is not required to pay a retainer as part of this Agreement. The Compensation shall be paid in accordance with the terms of this Agreement.

VII. Inspection of Services. Any Compensation shall be subject to the Client inspecting the completed Services of the Service Provider. If any of the Services performed by the Service Provider pursuant to this Agreement are defective or incomplete, the Client shall have the right to notify the Service Provider, at which time the Service Provider shall promptly correct such work within a reasonable time.

VIII. Return of Property. Upon the termination of this Agreement, all property provided by the Client, including, but not limited to, records, reports, or equipment, and any other items must be returned by the Service Provider. Failure to do so may result in a delay in any final payment made by the Client.

IX. Time is of the Essence. Service Provider acknowledges that time is of the essence in regard to the performance of all Services.

X. Confidentiality. Service Provider acknowledges and agrees that all financial and accounting records, lists of property owned by Client, including amounts paid, therefore, client and customer lists, and any other data and information related to the Client's business is confidential ("Confidential Information"). Therefore, except for disclosures required to be made to advance the business of the Client and information which is a matter of public record, Service Provider shall not, during the term of this Agreement or after its termination, disclose any Confidential Information for the benefit of the Service Provider or any other person, except with the prior written consent of the Client.

a.) Return of Documents. Service Provider acknowledges and agrees that all originals and copies of records, reports, documents, lists, plans, memoranda, notes, and other documentation related to the business of the Client containing Confidential Information shall be the sole and exclusive property of the Client and shall be returned to the Client upon termination of this Agreement or upon written request of the Client.

b.) Injunction. The Client agrees that it would be difficult to measure damage to the Client's business from any breach by the Service Provider under this Section; therefore, any monetary damages would be an inadequate remedy for such breach. Accordingly, the Service Provider agrees that if he/she/they should breach this Section, the Client shall be entitled to, in addition to all other remedies it may have at law or equity, to an injunction or other appropriate orders to restrain any such breach, without showing or proving actual damages sustained by the Client

c.) No Release. Service Provider agrees that the termination of this Agreement shall not release him/her/they from the obligations in this Section.

XI. Taxes. Service Provider shall pay and be solely responsible for all withholdings, including, but not limited to, Social Security, State unemployment, State and Federal income taxes, and any other obligations.

XII. Independent Contractor Status. Service Provider acknowledges that he/she/they are an independent contractor and not an agent, partner, joint venture, nor an employee of the Client. Service Provider shall have no authority to bind or otherwise obligate the Client in any manner, nor shall the Service Provider represent to anyone that it has a right to do so. Service Provider further agrees that in the event the Client suffers any loss or damage as a result of a violation of this provision, the Service Provider shall indemnify and hold harmless the Client from any such loss or damage.

XIII. Default. In the event of default under this Agreement, the defaulted Party shall reimburse the non-defaulting Party or Parties for all costs and expenses reasonably incurred by the non-defaulting

Party or Parties in connection with the default, including, without limitation, attorney's fees. Additionally, in the event a suit or action is filed to enforce this Agreement or with respect to this Agreement, the prevailing Party or Parties shall be reimbursed by the other Party for all costs and expenses incurred in connection with the suit or action, including, without limitation, reasonable attorney's fees at the trial level and on appeal.

XIV. Governing Law. This Agreement shall be governed by and shall be construed in accordance with the laws in the State of Montana.

XV. Severability. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

XVI. Additional Terms & Conditions. City will provide Contractor with access to BMS and all records necessary to complete the Tasks as stated. Contractor is assisting City staff with all records and reports. The City is responsible for the record retention requirements in state law. The records and reports are the property of the City of Columbia Falls.

XVII. Entire Agreement. This Agreement constitutes the entire agreement between the Parties to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the Parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by all Parties.

IN WITNESS WHEREOF, the Parties hereto agree to the above terms and have caused this Agreement to be executed in their names by their duly authorized officers.

Client's Signature _____ **Date** _____

City Manager

Print Name _____

Service Provider's Signature _____ **Date** _____

Susan. M. Nicosia

Print Name _____

**CITY OF COLUMBIA FALLS
INVITATION TO BID
SKATE PARK CONSTRUCTION AND INSTALLATION PROJECT**

The City of Columbia Falls, Montana will receive sealed bids for the **2024 Skate Park Construction and Installation Project**. The project consists of furnishing materials, labor and equipment required for the construction and installation of a new skate park at the City's Fenholt Park. Bid documents and complete bid instructions may be obtained at City Hall, 130 6th Street West, Columbia Falls, MT 59912 or on the City's website, www.cityofcolumbiafalls.org. Any bidder wishing further information should contact the City of Columbia Falls Acting City Manager, Clint Peters phone (406) 892-4384. Bids will be received by the City Clerk, 130 6th Street West, Columbia Falls MT. 59912 until **10:00 A.M. on Thursday, August 15, 2024** at which time all bids will be publicly opened and read aloud in the City Council Chambers, 130 6th Street West, Columbia Falls. MT 59912. Proposals shall be addressed to the City Clerk, 130 6th Street West, Columbia Falls, MT 59912 and entitled **BID FOR Skate Park Construction and Installation Project**. * This project is partially funded by the Montana Land Water Conservation Fund Grant. *

Each bid must be accompanied by bid security in the amount of 10% of the bid. The security must consist of cash, a cashier's check, a certified check, a bank money order, a certificate of deposit, a money market certificate, or a bank draft. The security must be: (i) drawn and issued by a federally chartered or state-chartered bank or savings and loan association that is insured by or for which insurance is administered by the federal deposit insurance corporation;(ii) drawn and issued by a credit union insured by the national credit union share insurance fund; or (iii) a bid bond or bonds executed by a surety company authorized to do business in the state of Montana. The bid security must be signed by an individual authorized to submit the security by the corporation or other business entity on whose behalf the security is submitted.

The City will accept the lowest responsible bid, but the City Council reserves the right to reject any and all bids or to waive any technicality or informality and accept any bid which may be deemed in the best interest of the City.

s/Barb Staalnd
Barb Staalnd
City Clerk

Publication Dates: July 21, 2024
August 04, 2024

**CITY OF COLUMBIA FALLS
INVITATION TO BID
2024 WWTP GRIT CLASSIFIER REPLACEMENT PROJECT**

The City of Columbia Falls, Montana will receive sealed bids for the **2024 WWTP Grit Classifier Replacement Project**. The project consists of furnishing materials, labor and equipment required for the replacement and installation of a new Grit Classifier with Cyclone for the headworks building at the City's Wastewater Treatment Plant. Bid documents may be obtained at City Hall, 130 6th Street West, Columbia Falls, MT 59912 or on the City's website, www.cityofcolumbiafalls.org. Any bidder wishing further information should contact the City of Columbia Falls Treatment Plant Manager, Grady Jenkins, phone (406) 892-4357. Bids will be received by the City Clerk, 130 6th Street West, Columbia Falls MT. 59912 until 2:00 P.M. on August 15, 2024, at which time all bids will be publicly opened and read aloud in the City Council Chambers, 130 6th Street West, Columbia Falls. MT 59912. Proposals shall be addressed to the City Clerk, 130 6th Street West, Columbia Falls, MT 59912 and entitled **BID FOR 2024 WWTP GRIT CLASSIFIER REPLACEMENT PROJECT**.

Each bid must be accompanied by bid security in the amount of 10% of the bid. The security must consist of cash, a cashier's check, a certified check, a bank money order, a certificate of deposit, a money market certificate, or a bank draft. The security must be: (i) drawn and issued by a federally chartered or state-chartered bank or savings and loan association that is insured by or for which insurance is administered by the federal deposit insurance corporation; (ii) drawn and issued by a credit union insured by the national credit union share insurance fund; or (iii) a bid bond or bonds executed by a surety company authorized to do business in the state of Montana. The bid security must be signed by an individual authorized to submit the security by the corporation or other business entity on whose behalf the security is submitted.

The City will accept the lowest responsible bid, but the City Council reserves the right to reject any and all bids or to waive any technicality or informality and accept any bid which may be deemed in the best interest of the City.

s/ Barb Staaland

Barb Staaland
City Clerk

Publication Dates: July 21, 2024
August 4, 2024

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

Police	June					4 Year Average
	2024	2023	2022	2021	2020	
Arrests (Total)	37		18	27	26	27
Adult	35		18	25	24	26
Juvenile	2		0	2	2	2
Accidents Investigated	21		12	22	14	17
Stolen Property (Value)	545		5097	26152	21611	13351
Stolen Property (Recovered)	39		117	26000	16000	10539
Criminal Mischief (Incidents)	4		5	1	8	5
Damage Amount	550		1081	50	1150	2831
Misdemeanor Citations Issued	292		98	346	152	222
Traffic Offenses	242		89	337	142	203
Cell Phone Viol.	20		0	7	28	14
DUI Offenses	16		1	12	4	8
Drug Offenses	0		3	0	6	2
Traffic Stops	412		151	474	232	317
Court Fines and Forfeitures	22,864		19,365	32,510	21,220	23,990
Miles patrolled	7,965		****	8644	6193	7,601
911 Phone Calls	203		95	151	145	149
Incident Reports	1046		795	1213	969	1004
Domestic Abuse/Assault	37		32	29	39	34
Felony Investigations	6		4	6	8	6
Business Check	85		44	75	64	67
Welfare Checks	15		15	19	13	16
Citizen Assist	58		62	61	60	60
Agency Assist	30		31	33	42	34

Columbia Falls Fire Department
2024 Runs

Item No.14.

	Jan	Feb	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec.	Calls YTD 2	2024
calls	44	17	25	26	28	42							182	
Weeks	18	13	13	17	11	24							96	52.75%
Peterson	16	3	9	13	7	17							65	35.71%
Smith, R.	18	6	7	14	8	21							74	40.66%
Thomas	17	7	9	12	7	18							70	38.46%
Ross	3	2	0	4	3	12							24	13.19%
Kemppainen	1	0	1	1	0	0							3	1.65%
Loughery	8	0	2	4	1	4							19	10.44%
Shanks	1	0	1	4	4	3							13	7.14%
Perkins	3	0	2	9	6	8							28	15.38%
Smith, K.	0	6	12	2	7	4							31	17.03%
Arnold	3	6	10	8	12	9							48	26.37%
Woodruff	13	7	12	7	5	12							56	30.77%
Vanhaverbeke	0	0	0	0	5	4							9	4.95%
Bates	0	1	0	2	0	5							8	4.40%
Stuhler	5	1	5	6	7	1							25	13.74%
Schrader	5	1	1	1	0	3							11	6.04%
Willcut	12	1	5	7	10	16							51	28.02%
Grogan	32	10	19	24	26	36							147	80.77%
O'Brien	16	6	2	6	8	9							47	25.82%
Dickerson	7	0	2	2	2	8							21	11.54%
Butts	1	1	1	1	2	0							6	3.30%
Hogan	16	9	10	11	13	17							76	41.76%
Kehl, S	9	3	7	8	3	0							30	16.48%
Kehl, M	4	2	3	2	1	1							13	7.14%
Ryan	0	1	7	5	6	5							24	13.19%
Vessels	28	13	22	16	21	30							130	71.43%
Kienas			5	7	16	25							53	29.12%
Johnson			2	3	6	12								
Dolph	9	6	1	0	2									

	Jan	Feb	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec.	Calls YTD 2	2023
Total calls	44	17	25	26	28	42							182	
Rural	24	9	15	18	19	22							107	58.79%
City	20	8	10	8	9	20							75	41.21%
Mutual Aid Received	0	0	0	0	0	0							0	0.00%
Mutual Aid Given	4	1	0	1	2	3							11	6.04%
Medical & MVA	14	5	9	10	12	7							57	31.32%

Columbia Falls Fire Department Incident Breakdown

Item No.14.

2024	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	2024
Dispatches	44	17	25	26	28	42							182	Dispatches
ALS Medical Total	2	0	0	0	0	0							2	ALS Medical Total
BLS Medical Total	12	5	9	6	11	7							50	BLS Medical Total
Medical CPR	2	0	0	0	0	0							2	Medical CPR
Medical ALS	0	0	0	0	0	0							0	Medical ALS
Medical BLS	1	0	0	2	0	0							3	Medical BLS
Medical Lift Assist	6	1	6	4	11	4							32	Medical Lift Assist
MVA with injury	1	0	0	1	0	1							3	MVA with injury
Extrication	0	0	0	0	0	1							1	Extrication
Ambulance Driver	0	0	0	0	0	0							0	Ambulance Driver
MVA non injury	4	4	3	3	1	2							17	MVA non injury
Airport Emergency	0	0	0	0	0	0							0	Airport Emergency
Traffic Control	0	0	0	0	0	0							0	Traffic Control
HazMat	8	1	2	2	1	5							19	HazMat
Hazardous Conditions	2	1	3	2	0	1							9	Hazardous Conditions
CO	0	1	0	0	0	0							1	CO
Gas Leak/Odor inside	1	0	1	0	1	0							3	Gas Leak/Odor inside
Gas Leak/Odor outside	1	0	1	1	0	4							7	Gas Leak/Odor outside
Powerline	3	0	1	0	0	2							6	Powerline
Other	0	0	0	0	0	0							0	Other
Service	4	0	0	1	1	3							9	Service
Good Intent	2	2	0	4	3	2							13	Good Intent
Fire Alarm	3	2	1	0	2	5							13	Fire Alarm
False Alarm	3	0	1	0	1	1							6	False Alarm
Illegal burn	0	1	1	0	1	1							4	Illegal burn
Smoke Investigation, outside	0	0	0	0	0	0							0	Smoke Investigation, outside
Smoke Investigation, inside	1	0	0	1	0	1							3	Smoke Investigation, inside
Cancelled enroute	5	4	9	4	4	9							35	Cancelled enroute
Fire, residential	5	0	0	1	3	1							10	Fire, residential
Fire, chimney	0	0	1	0	0	0							1	Fire, chimney
Fire, commercial	1	0	0	0	0	2							3	Fire, commercial
Fire, vehicle	0	1	0	0	0	0							1	Fire, vehicle
Fire, vegetation, grass	0	0	0	0	0	1							1	Fire, vegetation, grass
Fire, vegetation, wildland	0	0	0	0	0	0							0	Fire, vegetation, wildland
Dispatch Totals	44	17	25	26	28	42							182	Dispatch Totals
Structure fires (In District)	2	0	0	0	1	2							5	Structure fires
Structure fires (Mutual aid)	4	0	0	1	2	1							8	
Acres burned	0	0	0	0	0	0.1							0.1	Acres burned

**CITY OF COLUMBIA FALLS
CORRESPONDENCE LIST
COUNCIL MEETING
July 15, 2024**

07/02/24 Trumbull Creek Times – Newsletter

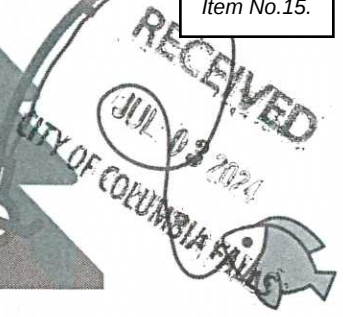
07/04/24 CFAC Informational Open House – Wednesday, July 17, 2024

JUNE 2024 | VOL. XXXII, NO.1

Trumbull Creek Times

"Summer Edition"

F.H. STOLTZE LAND & LUMBER CO.



Manager's Message

This Issue

NEWS FROM THE PLANT

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SALES OFFICE

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LOGGING AND FORESTRY

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HR

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EDITOR'S MESSAGE

-PAGE 7-

Well, we had high hopes for 2024, but, so far, we have been sorely disappointed! We really had no good reason to expect that the first half of 2024 would be dramatically different, other than an unending optimism that seems to be a necessary trait within the wood products industry. Rising costs and waning demand continue to create extremely trying times to operate a lumber mill in Montana! We have seen devastating announcements from our partners at Pyramid Mountain Lumber and Roseburg Forest Products and our hearts go out to them.

Everyone is looking for answers as to what is driving this and trying to identify the ones they can't control as the primary factor. The answer is simply not simple. It is a combination of factors that affects not just the wood products industry. "Old timers" in our industry will tell you, we are the first to feel the effects of the economy both on the downside and upside. Let's hope that is true on the upside! Let's look at what has changed over the last five years as I think it helps identify the challenges and helps point us towards solutions. In retrospect, 2018 is the year most similar to 2023 when avoiding the craziness of the COVID period.

In 2018 national single-family home starts were 875,000. In 2023, they were 944,000. Not significantly different, about 7.5% higher. The Douglas Fir index Lumber prices in 2018 averaged \$509/mbf. 2023 DF index was at \$548/mbf. Similarly, about 7.5% higher.

No one thinks of 2018 as a particularly devastating year for the forest products industry. So, if 2023 housing demand and average sales price numbers were better, then why are things so difficult?

In 2018, the Flathead and Kootenai National Forests sold a total of 71,550mbf of sawlogs. In 2023, those two forests sold 45,246mbf of sawlogs. That is a 37% reduction in volume sold. This equates to 5,260 truckloads of logs not available for sawmills from our national forests. In 2018 there was 179,500mbf harvested in the four-county region in our sourcing circle. 2023 had 165,748mbf harvested. This drives competition, and therefore price, of logs up. For us, that was reflected in a 22% increase in log cost from 2018-2023.



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Wednesday, July 17, 2024

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