



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

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

**CITY COUNCIL REGULAR MEETING
AGENDA
MONDAY, JUNE 17, 2024
COUNCIL CHAMBERS CITY HALL**

FINANCE COMMITTEE – 6:30 P.M

(Barnhart, Lovering, Robinson)

Contact City Clerk Barb Staaland for virtual meeting registration information no later than 6:00 PM the day of the meeting by calling (406) 892-4391 or email: staalandb@cityofcolumbiafalls.com 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. Approval of Claims - June 17, 2024 - \$1,231,617.52
2. Approval of Payroll Claims - June 7, 2024 - \$110,556.99
3. Approval of the Regular Council Meeting Minutes - June 3, 2024
4. Authorize City Manager to Execute the Agreement Documents and Change Order #1 with Prospect Construction, Inc. for the WWTP ARPA Phase 2 Project as Modified
5. Approval of DNRC Grant Agreement UCF-24-312, Federal Award 10.727 and Authorize City Manager to Execute
6. Approval of Water/Sewer Utility Bad Debt Write-offs - June 2024

VISITORS/PUBLIC COMMENT (Items not on agenda)

NOTICE OF PUBLIC HEARINGS/PUBLIC HEARINGS:

7. Public Hearing - 2024-25 Fiscal Year Preliminary Budget Hearings:

The City will begin the 2024-25 Fiscal Year Preliminary Budget Hearings with a presentation by City Manager Nicosia on the Special Street Maintenance and Street Lighting Assessments. The Street Lighting Assessment will remain at the same level as the 2023-24 FY. The Street Maintenance Assessment is recommended to increase 5% to offset the higher cost of maintaining the City's 39 miles of streets.

The Preliminary Budget hearing will also include staffing change recommendations, on-going capital projects and projected revenues and expenditure activity with significant budgetary impact for the 2024-25 Fiscal Year.

The Budget Hearings will remain open until the final budget adoption in September 2024.

UNFINISHED BUSINESS:

- 8.** Approval of HME Pumper/Rescue Purchase Agreement and Authorize City Manager to Execute

NEW BUSINESS:

- 9.** Approval of Garnier Heights Subdivision - 2-Year Preliminary Plat Extension Request to July 6, 2026
- 10.** Appointment of Acting City Manager and City Manager Applicant Review Committee

ORDINANCES / RESOLUTIONS:

- 11.** Resolution No. 1920 - Heritage Days 2024
- 12.** Resolution No. 1921- Amending 2024 FY Budgets for the HME Pumper/Rescue Purchase
- 13.** Resolution No. 1922 - Authorizing Loan from Cedar Creek Trust for Purchase of Fire Apparatus
- 14.** Resolution No. 1923 - 2024-2025 FY Salaries and Wages (City Officials and Non-Union Employees)

REPORTS / BUSINESS FROM MAYOR & COUNCIL

CITY MANAGER REPORT

6th St E Service Line Repair Update

SID 38 Riverwood - Consider CCT loan

June 30th Claims - Processing to occur June 21 and June 28 (both reports will be listed on the July 1st council meeting)

(Police Chief – Report on traffic sign study)

CITY ATTORNEY REPORT

MISCELLANEOUS

- [15.](#) Police Department - May Activity
- [16.](#) Fire Department - May Activity
- [17.](#) Correspondence

ADJOURN

Next Scheduled Meetings:

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

Planning Commission – TBD

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CITY OF COLUMBIA FALLS
Claim Approval List
For the Accounting Period: 6/24

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Report ID: AP100V

Item No.1.

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
46034		3238 360 OFFICE SOLUTIONS	510.40						
	14092231	05/30/24 FIN-FOLDER FLPRP LGL	14.99*			1000 460400	210		101000
	14022322	05/31/24 FIN-FOLDER FLPRP LGL(2)	29.98			1000 410500	210		101000
	14025830	06/04/24 FIN-PENS/CALCTAPE/RUBBANDS	18.68*			1000 460400	210		101000
	14025830	06/04/24 WTR-PENS/CALCTAPE/BUBBANDS	18.69			5210 430500	210		101000
	14025830	06/04/24 SWR-PENS/CALCTAPE/RUBBANDS	18.69			5310 430600	210		101000
	14038950	06/06/24 FAC-JANITORIAL SUPPLIES	409.37			1000 411200	224		101000
		Total for Vendor:	510.40						
46057		3255 A-1 TOWING	225.75						
10-10-2023	2020	DODGE DURANGO. FLAT BED TOW, BREAK DOWN, TOWED PER ORDER OF OWNER							
	1075	10/10/23 PD-2020 BLK DODGE DURANGO	225.75*			1000 420100	361		101000
		Total for Vendor:	225.75						
46049		2863 BATES, SHAWN	26.99						
REGISTER RECEIPT PAPER FOR POOL 2024									
	4AY9HY	06/10/24 POOL- RECEIPT PAPER	26.99			1000 460445	210		101000
		Total for Vendor:	26.99						
46067		1700 BRECK LAW OFFICE, PC	405.00						
UNEMPLOYMENT HEARING PREP 05/31/24									
	80	06/11/24 ADD'L SERVICES/HEARING PREP	405.00*			1000 411100	350		101000
		Total for Vendor:	405.00						
46069		1145 CITY OF WHITEFISH BUILDING	19,322.55						
Permits issued for MAY 2024									
	053124	05/31/24 BUILDING PERMITS 5/24	18,103.80*			2394 420500	398		101000
	053124	05/31/24 ELECTRICAL PERMITS 5/24	266.50*			2394 420500	398		101000
	053124	05/31/24 MECHANICAL PERMITS 5/24	31.20*			2394 420500	398		101000
	053124	05/31/24 PLUMBING PERMITS 5/24	237.25*			2394 420500	398		101000
	053124	05/31/24 PLAN REVIEW CORRECTION 4/24	683.80*			2394 420500	398		101000
		Total for Vendor:	19,322.55						

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46052		3253 DANA SAFETY SUPPLY INC	5,770.88						
	911186	05/24/24 PD-24*36 SHIELD(2)	4,270.88			1000 420100	212		101000
	911186	05/24/24 PD-LED LIGHT 600 LUMENS(2)	1,124.00			1000 420100	212		101000
	911186	05/24/24 PD-SHIELD LOGO POLICE(2)	60.00			1000 420100	212		101000
	911186	05/24/24 PD-24*36 CARRY BAG(2)	224.00			1000 420100	212		101000
	911186	05/24/24 PD-SHIPPING COST	92.00			1000 420100	212		101000
		Total for Vendor:	5,770.88						
46021		3230 DEX IMAGING LLC	84.75						
	AR11401024	06/03/24 WTR-TONER COPIER #3011	21.19			5210 430500	220		101000
	AR11401024	06/03/24 SWR-TONER COPIER #3011	21.19*			5310 430600	220		101000
	AR11401024	06/03/24 STR-TONER COPIER #3011	21.19			2500 430200	220		101000
	AR11401024	06/03/24 BLDG-TONER COPIER #3011	21.18			2394 420500	220		101000
		Total for Vendor:	84.75						
46043		E 1879 EVERGREEN WASTE CONNECTIONS	505.25						
	4636023V41	03/01/24 FAC-05/01-05/31/24	91.65			1000 411200	340		101000
	4636024V41	03/01/24 STRS-05/01-05/31/24	184.55			2500 430200	340		101000
	4366025V41	03/01/24 WTR-05/01-05/31/24	91.65			5210 430500	340		101000
	4636134V41	03/01/24 SWR-05/01-05/31/24	76.30			5310 430600	340		101000
	4636136V41	03/01/24 PRKS-05/01-05/31/24	61.10			1000 460400	340		101000
		Total for Vendor:	505.25						
46041		438 FERGUSON WATERWORKS	753.70						
	0888599	06/04/24 WTR-HYDRAEZE LUBE GALLON	179.57			5210 430500	240		101000
	0888599	06/04/24 WTR-HYDRAEZE LUBE 180Z JAR	36.07			5210 430500	240		101000
	0889783	06/05/24 WTR-LF 2 BRZ 600#THRD 2PC	76.89			5210 430500	240		101000
	0889783	06/05/24 WTR-LFNP 2 009M2 TOT REPAIR K	461.17			5210 430500	240		101000
		Total for Vendor:	753.70						
46062		E 2961 FIRST BANKCARD-ELECTRONIC PYMT	5,296.93						
	437837	04/25/24 WTR-CREW DINNER/WTR DIG	71.07			5210 430500	220		101000
	159123	04/26/24 PD-LODGING FOR TRAINING	668.80			1000 420100	380		101000
	159124	04/26/24 PD-LODGING FOR TRAINING	668.80			1000 420100	380		101000
	83398	04/30/24 COMP-OWL CABLES/OWL LABS	48.00			1000 410580	212		101000
	050124	05/01/24 COMP-OWL CABLE/BEST BUY	9.49			1000 410580	212		101000

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		2024040068 04/30/24 WTR-BACKGROUND/DZIUK	82.57			5210 430500	399		101000
		2024040068 04/30/24 LEG-BACKGROUND/STARK	200.00			1000 410100	399		101000
		2024040068 04/30/24 WTR-BACKGROUND/BARTON	66.00			5210 430500	399		101000
		2024040068 04/30/24 SWR-BACKGROUND/SCHLUP	144.57*			5310 430600	399		101000
		000016 05/01/24 AD-COLORED POST 6EA	9.18			1000 410132	390		101000
		10729 05/02/24 FD-MSA BOTTLE BAND 21EA	419.79			1000 420400	220		101000
		1684697729 05/02/24 COMP-AWS EMAIL SERVICE	128.94			1000 410580	355		101000
		798611 05/05/24 ADM-GFOA TRAINING/NICOSIA	35.00			1000 410400	380		101000
		536007 05/06/24 LS-ICMA/CM JOB AD	562.50			1000 410100	399		101000
		050724 05/07/24 FD-WINDSHIELD #461	464.97			1000 420400	361		101000
		35868 05/09/24 PD-TRAINING/T. HALL	790.00			1000 420100	380		101000
		051624 05/16/24 WTR-LATE CK OUT OVERCHARGE	-63.56			5210 430500	380		101000
		708733 05/16/24 PRKS-DOG BAGS 4 CASES	519.88			1000 460400	220		101000
		5832051624 05/15/24 WTR-INTERNET/MT SKY	81.95			5210 430500	345		101000
		051624 05/16/24 FD-WINDSHIELD #491	300.00			1000 420400	361		101000
		7607429 05/13/24 PD-USB FLASH DRIVES	88.98*			1000 420100	210		101000
		Total for Vendor:	5,296.93						
46020		3104 FIRST CALL COMPUTER SOLUTIONS,	58.80						
	97448 05/31/24 MONTHLY MICROSOFT NCE SUBSCRIP		58.80			1000 410580	355		101000
		Total for Vendor:	58.80						
46010		663 FLATHEAD COUNTY SOLID WASTE	2,460.41						
	13925 05/31/24 SWR-SLUDGE HAUL 04/01-04/30		2,460.41			5310 430600	395		101000
		Total for Vendor:	2,460.41						
46065		24 FLATHEAD COUNTY TREASURER	807.00						
	060124 06/01/24 CRT-TECH SUR 05/24		383.00			1000 212201			101000
	060124 06/01/24 CRT-LEA/CRIM CONV SURCHRG 5/24		424.00			1000 212201			101000
		Total for Vendor:	807.00						
46045		21 FLATHEAD ELECTRIC COOP INC	13,960.95						
MAY 2024									
	052824 05/28/24 FAC-4/25-05/25/24		347.31			1000 411200	341		101000
	052824 05/28/24 PD-04/25-05/25/24		38.02			1000 420100	341		101000
	052824 05/28/24 FD-04/25-05/25/24		397.92*			1000 420400	341		101000
	052824 05/28/24 PRKS-04/25-05/25/24		407.90			1000 460400	341		101000

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	052824	05/28/24 POOL-04/25-05/25/25	118.27			1000		460445	341		101000
	052824	05/28/24 LIGHTING-04/25-05/25/24	2,504.15			2400		430200	341		101000
	052824	05/28/24 STRS-04/25-05/25/24	131.39			2500		430200	341		101000
	052824	05/28/24 WTR-04/25-05/25/24	4,028.01			5210		430500	341		101000
	052824	05/28/24 SWR-04/25-05/25/24	5,987.98			5310		430600	341		101000
		Total for Vendor:	13,960.95								
46026		3019 FLATHEAD PUBLISHING GROUP	1,668.00								
	060524	05/01/24 POOL-AD FOR POOL STAFF	214.00*			1000		460445	390		101000
	060524	05/01/24 WTR-PW DIRECTOR	363.50			5210		430500	390		101000
	060524	05/01/24 SWR-PW DIRECTOR	363.50*			5310		430600	390		101000
	060524	05/01/24 FIN-PW DIRECTOR	363.50			1000		410500	390		101000
	060524	05/01/24 STRS-PW DIRECTOR	363.50			2500		430200	390		101000
		Total for Vendor:	1,668.00								
46023		3179 FORZA FORENSICS, LLC	695.00								
		ADVANCED CRIME SCENE INVESTIGATION MISSOULA MT									
	1876	05/01/24 PD-MCCONNELL TRAINING	695.00			1000		420100	380		101000
		Total for Vendor:	695.00								
46033		2806 HANSON'S HARDWARE	275.25								
	610747	05/30/24 POOL-PTFE SEAL TAPE	2.29			1000		460445	240		101000
	610746	05/30/24 SWR-MISC SCREWS	2.10*			5310		430600	220		101000
	610619	05/22/24 WTR-GT ADJ MTL NOZZLE	11.99			5210		430500	220		101000
	610424	05/10/24 WTR-200Z PART JB KWIK WELD	9.49			5210		430500	220		101000
	610872	06/05/24 SWR-3/8X50 FUEL LN HOSE 7FT	16.03			5310		430600	240		101000
	610872	06/05/24 SWR-CD PLST 3/8X3/8X3/8MIP T	2.99			5310		430600	240		101000
	610872	06/05/24 SWR-1/2MPTX3/8FPT BUSHING	2.99			5310		430600	240		101000
	610872	06/05/24 SWR-1/2 POLY FPT ADAPTER	3.99			5310		430600	240		101000
	610872	06/05/24 SWR-5/16-5/8 SS MINI CLAMP	11.10			5310		430600	240		101000
	610913	06/07/24 SWR-MISC SCREWS (33MULT SIZE)	25.55			5310		430600	240		101000
	610905	06/06/24 SWR-10'12GAL STL CHANNEL	54.99			5310		430600	240		101000
	610860	06/05/24 POOL-SM ENGINE FUEL	26.99			1000		460445	220		101000
	610888	06/06/24 PRKS-11/16-1-1/2 SS CLAMP	16.74			1000		460400	240		101000
	610888	06/06/24 FAC-GT MULT 5PATTERN NOZZLE	5.99*			1000		411200	240		101000
	610888	06/06/24 FAC-GT5/8X25 GARDEN HOSE	17.99*			1000		411200	220		101000
	610853	06/04/24 PRKS-4PK 9V ALKALINE BATTERY	21.99			1000		460400	220		101000

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	610853	06/04/24 PRKS-8PK AA ALKALINE BATTERY	10.49			1000	460400	220	101000
	610972	06/10/24 SWR-1X5 SCH80 NIPPLE	2.79			5310	430600	240	101000
	610972	06/10/24 SWR-1XCLOSE SCH80 NIPPLE	1.79			5310	430600	240	101000
	610972	06/10/24 SWR-1"GRY PVC BALL VALVE(3)	26.97			5310	430600	240	101000
		Total for Vendor:	275.25						
46061		2845 HEARTWOOD TREE SERVICE	2,950.00						
	052224	05/22/24 TREE REMOVAL/1028 8TH ST W	2,950.00			1000	410131	390	101000
		Total for Vendor:	2,950.00						
46072		2555 HME, INC	785,000.00						
		NEW HME RESCUE PUMPER							
	061424	06/14/24 FD-HME RESCUE PUMPER	785,000.00*			4020	420400	942	101000
		Total for Vendor:	785,000.00						
46022		1504 KALISPELL COPY CENTER	401.09						
	255806	06/03/24 STRS-36" SPECIAL EVENTS SIGN	141.09*			2500	430200	226	101000
	256030	06/11/24 STRS-18" HIP PADDLE STOP(4)	196.00*			2500	430200	226	101000
	256030	06/11/24 STRS-HANDLE 18" HIP PADDLE(4)	64.00*			2500	430200	226	101000
		Total for Vendor:	401.09						
46046		97 KNIFE RIVER	181,688.91						
		BUSINESS DISTRICT PARKING AND SIDEWALK IMPROVEMENT PROJECT. CONTRACT #28233030							
	22623	06/03/24 PAY APP 2-SIDEWALK PROJECT	183,524.15			2310	470300	930	101000
	22623	06/03/24 1% WITHHOLDING	-1,835.24			2310	470300	930	101000
		Total for Vendor:	181,688.91						
46056		1690 LASALLE SAND & GRAVEL CORP	498.04						
	182777	05/06/24 WTR-3/4 CRUSH MINUS 1400	85.94			5210	430500	230	101000
	182784	05/06/24 WTR- 3/4 CRUSH MINUS 1400	74.10			5210	430500	230	101000
	183634	05/16/24 WTR- 3/4 CRUSH MINUS 1400	72.16			5210	430500	230	101000
	183643	05/16/24 WTR- 3/4 CRUSH MINUS1400	84.22			5210	430500	230	101000
	183654	05/16/24 STRS- 3/8 CHIP ROCK 3000	181.62			2500	430200	452	101000
		Total for Vendor:	498.04						

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46073		999999 MARY & MIKE OGDEN	2,476.00						
		SUPPLIES AND LABOR FOR A FENCE AT 105 1ST AVE W AS A RESULT OF THE 2024 SIDEWALK PROJECT							
	4Q10018351	06/14/24 105 1ST AVE W FENCE	2,476.00			1000 410100	399		101000
		Total for Vendor:	2,476.00						
46053		2537 MICROCOMM	700.00						
	18857	06/05/24 WTR-SCADA SYSTEM SERVICE	350.00			5210 430500	355		101000
	18858	06/05/24 SWR-SCADA SYSTEM SERVICE	350.00			5310 430600	355		101000
		Total for Vendor:	700.00						
46047		707 MONTANA DEPT. OF REVENUE	1,835.24						
	22623	06/07/24 1% W/HOLDING-KNIFE RIVER	1,835.24			2310 470300	930		101000
46068		707 MONTANA DEPT. OF REVENUE	1,661.56						
2023		CHIP SEALING PROJECT							
	2097	06/04/24 PMS, INC. 1% W/HOLDING	1,661.56			2820 430200	399		101000
		Total for Vendor:	3,496.80						
46019		43 MONTANA ENVIRONMENTAL LABORATORY	629.00						
	2404272	05/14/24 SWR-AMMONIA/NITRATE/TKN	92.00			5310 430600	394		101000
	240273	05/09/24 SWR-ALUMINUM DISSOLVED	15.00			5310 430600	394		101000
	2404586	05/21/24 SWR-NITRATE+NITRITE, TKN	67.00			5310 430600	394		101000
	2404886	05/28/24 SWR-NITRATE/NITRITE/TKN	67.00			5310 430600	394		101000
	2403881	05/14/24 SWR-NITRATE/NITRITE/TKN	67.00			5310 430600	394		101000
	2404565	05/15/24 WTR-COLIFORM 5EA	151.00			5210 430500	394		101000
	240566	05/30/24 WTR-DI(2 ETHYLHEXY)PHTHALATE	170.00			5210 430500	394		101000
		Total for Vendor:	629.00						
46031		3133 MONTANA MUNICIPAL INTERLOCAL	91.00						
		CASUAL VOLUNTEER EVENT COVERAGE - WORKERS' COMP							
	042624	04/26/24 PRKS-CASUAL VOL COVERAGE	91.00			1000 460400	140		101000
		Total for Vendor:	91.00						

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46042		2707 MOUNTAIN ALARM	120.75						
		ALARM MONITORING SERVICES JUNE 2024							
	4742579	06/01/24 FAC-CITY HALL JUNE 24	57.35			1000 411200	366		101000
	4741662	06/01/24 FAC-FD JUNE 24	63.40			1000 411200	366		101000
		Total for Vendor:	120.75						
46063		3234 MQS, INC.	17,704.00						
		40' X 84' POLE BARN FOR STREET SHOP - FINAL PAYMENT							
	008KLMB24F	06/06/24 STRS-40'X84' POLE BARN FIN	17,704.00			4000 430200	930		101000
		Total for Vendor:	17,704.00						
46054		1247 MURDOCH'S RANCH & HOME	104.70						
	242495	05/24/24 WTR-PARTS FOR RECYCLE TOTE	50.72			5210 430500	240		101000
	249160	05/31/24 STRS-SM ENGINE FUEL MIX	53.98			2500 430200	231		101000
		Total for Vendor:	104.70						
46058		52 NAPA AUTO PARTS	12.99						
	083409	06/01/24 SWR-WIRE E6	12.99			5310 430600	240		101000
		Total for Vendor:	12.99						
46039		520 NORCO, INC.	87.22						
		LINE 2 CONT-GRAPHITE PATTENR HARD HAT 12/CA							
	40662205	05/14/24 STR-ATLAS FIT MED GLOVE(3)	9.78			2500 430200	220		101000
	40662205	05/14/24 STR-RIDGELINE FULL BRIM BLAC	40.93			2500 430200	220		101000
	40662205	05/14/24 STR-DORADO SAFETY GLASSES	10.89			2500 430200	220		101000
	40800433	05/31/24 STR CYLINDER RENTAL MAY	13.02			2500 430200	220		101000
	40551000	04/30/24 STRS- CYLINDER RENTAL APRIL	12.60			2500 430200	220		101000
		Total for Vendor:	87.22						
46024		132 NORMONT EQUIPMENT COMPANY	5,703.06						
		4 TOTES OF ASPHALT EMULSION							
	31899	05/18/23 STRS-DURAPATCHER	436.06			2500 430200	232		101000
	31891	06/04/24 STR-ASPHALT EMULSION (4)	5,267.00			2500 430200	471		101000
		Total for Vendor:	5,703.06						

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CITY OF COLUMBIA FALLS
Claim Approval List
For the Accounting Period: 6/24

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Item No.1.

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
46029		2002 NORTHWEST PARTS & EQUIPMENT & C337823 05/23/24 PARKS-SAFETY SEAL TIRE PLUG K	59.95 59.95			1000 460400	240		101000
		Total for Vendor:	59.95						
46044		1437 NORTHWESTERN ENERGY NATURAL GAS SERVICE	724.82						
	052824	05/28/24 FAC-4/22 - 5/21/24	177.59			1000 411200	344		101000
	252824	05/28/24 PD-04/22-05/21/24	25.84			1000 420100	344		101000
	052824	05/28/24 FD-04/22-05/21/24	135.60			1000 420400	344		101000
	052824	05/28/24 STRS-04/22-05/21/24	82.15			2500 430200	344		101000
	052824	05/28/24 WTR-04/22-05/21/24	29.60			5210 430500	344		101000
	052824	05/28/24 SWR-04/22-05/21/24	257.46			5310 430600	344		101000
	052824	05/28/24 POOL-4/22-05/21/24	16.58			1000 460445	344		101000
		Total for Vendor:	724.82						
46030		2816 O'REILLY AUTO PARTS	148.45						
	474362	05/28/24 STR-DMPTRK OIL, TRANS FLD	83.46			2500 430200	231		101000
	476034	05/30/24 PD-POWER INVERTER	64.99			1000 420100	232		101000
		Total for Vendor:	148.45						
46071		3257 PAVEMENT MAINTENANCE SERVICES, CHIP SEAL 2023 PROJECT	164,494.69						
	2097	06/04/24 STRS-2023 CHIP SEAL PROJECT	166,156.25			2820 430200	399		101000
	2097	06/04/24 STATE 1% W/HOLDING	-1,661.56			2820 430200	399		101000
		Total for Vendor:	164,494.69						
46037		950 PETERSON, BRAD	30.01						
	051973	06/01/24 FD-TROY MINI MART FUEL	30.01			1000 420400	231		101000
		Total for Vendor:	30.01						
46059		63 PETTY CASH	87.62						
	21408	03/02/24 FAC-CLOROX WIPES	18.99			1000 411200	224		101000
	21408	03/02/24 FIN-BATTERIES	15.99			1000 410500	220		101000
	111423	11/16/23 SWR- SAW BLADE HARBOR FREIGHT	29.99*			5310 430600	220		101000
	86089	07/24/23 SWR-KEYS FOR GENERATOR	22.65*			5310 430600	220		101000
		Total for Vendor:	87.62						

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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
46014		2932 PIONEER CHEMICAL SUPPLY LLC	1,317.47						
	13752	05/28/24 POOL-PUMP/FIX RATE/REAGENT	1,317.47			1000 460445	240		101000
		Total for Vendor:	1,317.47						
46018		1888 PLETCH ELECTRIC INC	120.00						
	5726	06/02/24 POOL-LABOR - PUMP/WIRE NEW	120.00			1000 460445	360		101000
		Total for Vendor:	120.00						
46017		199 SCHELLINGER CONSTRUCTION	193.19						
	156649	05/30/24 WTR-CARLSON PIT 3/4" CRUSH	193.19			5210 430500	230		101000
		Total for Vendor:	193.19						
46055		2755 SHERWIN-WILLIAMS CO	1,109.20						
	PAINT FOR CROSSWALKS								
	62760	05/14/24 STRS-PAINT .0TM5626(20)	734.60			2500 430200	240		101000
	62760	05/14/24 STRS-PAINT .0TM5627(10)	374.60			2500 430200	240		101000
		Total for Vendor:	1,109.20						
46074		3175 SIGN SOLUTIONS USA, LLC	1,534.91						
	411118	04/10/24 STR-BATT PK FLSH SCHOOL (4)	1,177.50*			2500 430200	242		101000
	411898	05/29/24 STR-30X30 SCHOOL CROSSING(6)	357.41*			2500 430200	242		101000
		Total for Vendor:	1,534.91						
46060		1978 STAALAND, BARB	160.71						
	EMERGENCY TREE REMOVAL AND WATER LEAK JUNE 11,2024. WORKED INTO EVENING.								
	9124	06/11/24 WTR-VAQUEROS FOOD FOR CREW	145.54			5210 430500	220		101000
	1687230466	06/11/24 WTR- SMITHS WATER FOR CREW	15.17			5210 430500	220		101000
		Total for Vendor:	160.71						
46013		1644 THE CHEMNET CONSORTIUM	140.00						
	122675	06/03/24 WTR-DRUG SCREEN DZIUK	70.00			5210 430500	399		101000
	122675	06/03/24 SWR-DRUG SCREEN SCHULP	70.00			5210 430500	399		101000
		Total for Vendor:	140.00						

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* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
46048		2699 THE MAIL ROOM, INC	104.13						
	D120213	05/31/24 FIN-MAIL SRVS 5/28-5/31/24	6.64*			1000 410500	310		101000
	D120213	05/31/24 WTR-MAIL SRVS 5.28-5/31/24	37.61			5210 430500	310		101000
	D120213	05/31/24 SWR-MAIL SRVS 5/28-5/31/24	37.61			5310 430600	310		101000
	D120213	05/31/24 CRT-MAIL SRVS 5/28-5/31/24	22.27			1000 410360	310		101000
		Total for Vendor:	104.13						
46035		1623 THE UPS STORE #4515	50.68						
	21476	05/06/24 PD-EVIDENCE SHIPPING	12.67			1000 420100	310		101000
	21790	05/22/24 PD-EVIDENCE SHIPPING	12.67			1000 420100	310		101000
	22122	06/10/24 PD-EVIDENCE SHIPPING	12.67			1000 420100	310		101000
	22189	06/12/24 PD-EVIDENCE SHIPPING	12.67			1000 420100	310		101000
		Total for Vendor:	50.68						
46011		3016 TRANSUNION RISK AND ALTERNATIVE	100.00						
	1090832-20	06/01/24 PD- CONTRACT 05/01-05/31/2	100.00		405-1	1000 420100	335		101000
		Total for Vendor:	100.00						
46027		3063 UTILITIES UNDERGROUND LOCATION	115.24						
		MONTH OF SERVICE MAY							
		67 TOTAL							
	4055077	05/31/24 WTR-MAY 2024 UDIGS	38.42			5210 430500	318		101000
	4045077	04/30/24 SWR-MAY 2024 UDIGS	38.41			5310 430600	318		101000
	4045077	04/30/24 STRS-MAY 2024 UDIGS	38.41			2500 430200	318		101000
		Total for Vendor:	115.24						
46066		1134 VICTIM-WITNESS ADVOCATE PROGRAM	278.00						
	060124	06/01/24 CRTS- MAY 2024	278.00			2917 410360	356		101000
		Total for Vendor:	278.00						
46050		84 WESTERN BUILDING CENTER	295.74						
		LINE 8 & 9 - HYDRANT @ 4TH ST W & 1ST AVE W							
	41856587	06/07/24 FD-WATER SOFTENER SALT	44.95			1000 420400	220		101000
	41853577	06/06/24 SWR-3/4" 4X8 TREAT PLY(2)	125.30			5310 430600	240		101000
	41853577	06/06/24 SWR-01901 WOODLIFE BELOW GRA	42.99			5310 430600	240		101000
	41850681	06/05/24 SWR-3/4"X10 EMT METAL CONDUIT	15.99			5310 430600	240		101000

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Claim Approval List
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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
	41853810	06/06/24 PRKS-3/4"X3/4" FPT GALV CPLN	2.99			1000 460400	240		101000
	41853810	06/06/24 PRKS-3/4"X5 GALV NIPPLE	5.49			1000 460400	240		101000
	41853901	06/06/24 PKS-1" INSERTX3/4 MIP POLY	2.29			1000 460400	240		101000
	41839042	05/29/24 WTR-DB 12"X14/18T RECIP BL	24.99*			5210 430600	240		101000
	41839042	05/29/24 WTR-DIABLO12"X16T RECIP BL	25.99*			5210 430600	240		101000
	41860196	06/10/24 SWR-PVC 1"SOLVX 1"MIP SCH40	4.76			5310 430600	240		101000
		Total for Vendor:	295.74						
46009	E	2733 WEX Fleet Universal	6,061.54						
STATEMENT ENDING 05/31/24									
	97392044	05/31/24 PD-MAY FUEL	2,914.87			1000 420100	231		101000
	97392044	05/31/24 FIRE-MAY FUEL	701.19			1000 420400	231		101000
	97392044	05/31/24 PRKS-MAY FUEL	639.86*			1000 460400	231		101000
	97392044	05/31/24 WTR-MAY FUEL	208.51			5210 430500	231		101000
	97392044	05/31/24 SWR-MAY FUEL	572.49			5310 430600	231		101000
	97392044	05/31/24 STRS-MAY FUEL	974.21			2500 430200	231		101000
	97392044	05/31/24 ADM-MAY FUEL	50.41			1000 410400	380		101000
		Total for Vendor:	6,061.54						
		# of Claims	54	Total:	1231,617.52	# of Vendors	50		
		Total Electronic Claims			11,863.72				
		Total Non-Electronic Claims			1219753.80				

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CITY OF COLUMBIA FALLS
Fund Summary for Claims
For the Accounting Period: 6/24

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Item No.1.

Fund/Account	Amount
1000 GENERAL FUND	
101000 CASH/CASH EQUIVALENTS	27,681.32
2310 TAX INCREMENT DISTRICT FUND	
101000 CASH/CASH EQUIVALENTS	183,524.15
2394 BUILDING CODE ENFORCEMENT FUND	
101000 CASH/CASH EQUIVALENTS	19,343.73
2400 SPECIAL LIGHTING DISTRICT FUND	
101000 CASH/CASH EQUIVALENTS	2,504.15
2500 SPECIAL STREET MAINTENANCE DISTRICT FUND	
101000 CASH/CASH EQUIVALENTS	10,949.94
2820 GAS TAX FUND	
101000 CASH/CASH EQUIVALENTS	166,156.25
2917 CRIME VICTIMS ASSISTANCE FUND	
101000 CASH/CASH EQUIVALENTS	278.00
4000 CAPITAL PROJECTS FUND - Building	
101000 CASH/CASH EQUIVALENTS	17,704.00
4020 CAPITAL PROJECTS FUND - General	
101000 CASH/CASH EQUIVALENTS	785,000.00
5210 WATER ENTERPRISE FUND	
101000 CASH/CASH EQUIVALENTS	7,433.41
5310 SEWER ENTERPRISE FUND	
101000 CASH/CASH EQUIVALENTS	11,042.57
Total:	1,231,617.52

Council Meeting Date:_____

Claims Submitted to Council:\$_____

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

Prepared By: Shawn Bates, Finance Director

Approved by Susan M. Nicosia, City Manager

City Council to Approve by motion on consent agenda

06/06/24

CITY OF COLUMBIA FALLS

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15:37:20

Payroll Summary For Payrolls from 06/07/24 to 06/07/24

Report ID: P130

Total for Payroll Checks

	Employee	Employer	Amount
COMA HOURS (Comp Time Accumulated)	33.75		
COMP HOURS (Comp Time Used)	10.00		301.00
HOL HOURS (Holiday Pay)	273.05		8,041.83
HOLW HOURS (Holiday Worked @ 2.5x)	8.00		505.84
J008 HOURS (PD HOL WK OT)	48.00		1,910.52
OTHE HOURS (Other Time Used)	80.00		3,329.60
OVER HOURS (Overtime)	54.50		2,360.34
OVTD HOURS (STEP overtime)	19.00		847.98
REG HOURS (Regular Time)	2,481.75		75,547.89
SHFI HOURS (Step B)	6.00		18.00
SHFN HOURS (Shift B)	347.00		694.00
SHFQ HOURS (OVT B)	4.00		12.00
SHFU HOURS (Hol wk B)	24.00		120.00
SICK HOURS (Sick Time)	16.00		378.96
VACA HOURS (Vacation Time Used)	110.00		3,568.09
GROSS PAY	97,636.05	0.00	
NET PAY	67,044.69	0.00	
AFLAC-POSTTAX	86.97	0.00	
AFLAC-PRETAX	165.04	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	7,838.21	0.00	
FLEX ALLEGIANCE	749.00	20.00	
FOP	450.00	0.00	
HEALTHINS/PRE	3,210.00	27,000.90	
MEDICARE	1,353.10	1,353.10	
MT ST FIRE ASSO	109.79	0.00	
NATIONWIDE/CITY	0.00	1,755.49	
NATIONWIDE/EMP	238.33	0.00	
P.E.R.S.	3,860.98	4,432.80	
PERS RETIREE	0.00	97.96	
PERS/FURS	1,174.71	1,576.51	
PERS/POLICE	2,867.56	4,591.28	
SIT	2,627.00	0.00	
SOCIAL SECURITY	3,020.86	3,020.86	
TEAMSTERS DUES	297.00	0.00	
TEAMSTERS INIT	25.00	0.00	
UNEMPL. INSUR.	0.00	439.34	
UNUM LIFE INS.	143.05	0.00	
WORKERS' COMP	0.00	3,058.02	
CHARLES SCHWAB	1,728.39	0.00	
FIRST INTERSTAT	1,116.14	0.00	
FREEDOM BANK	4,026.49	0.00	
GLACIER BANK KA	8,652.33	0.00	
GLACIER BANK MS	3,082.04	0.00	
GLACIER BANK/CF	19,668.66	0.00	

Payroll
June 7, 2024
\$ 110,556.99
Baw Staaland

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CITY OF COLUMBIA FALLS
Payroll Summary For Payrolls from 06/07/24 to 06/07/24

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GLACIER BANK/WF	2,292.93	0.00
NAVY FEDERAL CR	2,123.16	0.00
PARKSIDE CR U	6,741.97	0.00
REGIONS BANK	2,460.43	0.00
STOCKMAN BANK	730.89	0.00
USAA FEDERAL	1,435.02	0.00
USBANK.	803.74	0.00
WELLS FARGO	2,371.01	0.00
WELLS FARGO, TX	1,640.21	0.00
WFISH CR UNION	8,171.28	0.00
FIT/SIT BASE	83,422.43	0.00
MEDICARE BASE	93,319.50	0.00
PERS BASE	92,793.54	0.00
SOC SEC BASE	48,723.50	0.00
UN BASE	97,636.05	0.00
WC BASE	95,929.78	0.00

Total 47,346.26
Total Payroll Expense (Gross Pay + Employer Contributions): 144,982.31

Check Summary

Payroll Checks Prev. Out. \$934.64
Payroll Checks Issued \$2,530.37
Payroll Checks Redeemed \$0.00
Payroll Checks Outstanding \$3,465.01
Electronic Checks \$108,026.62

Deductions Accrued	Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
-----	-----	-----	-----	-----
Social Security 6041.72		6041.72		212260
Medicare 2706.20		2706.20		212260
P.E.R.S. 8293.78		8293.78		212270
Unempl. Insur. 439.34	2136.64		2575.98	212210
Workers' Comp 3058.02	14685.24		17743.26	212220
FIT 7838.21		7838.21		212260
SIT 2627.00		2627.00		212260
AFLAC-PRETAX 165.04	165.04		330.08	212230
NATIONWIDE/EMP 238.33		238.33		212280
Teamsters dues 297.00	297.00		594.00	212310
PERS/Police 7458.84		7458.84		212240
TEAMSTERS INIT 25.00	25.00		50.00	212310
NATIONWIDE/CITY 1755.49		1755.49		212280
AFLAC-POSTTAX 86.97	86.97		173.94	212230
PERS/FURS 2751.22		2751.22		212275
MT ST FIRE ASSO 109.79		109.79		212315
HEALTHINS/PRE 30210.90	30210.90		60421.80	212400
CITY OF COLUMBI 20.00		20.00		212450
UNUM LIFE INS. 143.05	143.05		286.10	212400
FLEX ALLEGIANCE 769.00		769.00		212285
CHILD SUPPORT P 206.76		206.76		212330
CFP ASSOCIATION 200.00		200.00		212325
FOP 450.00		450.00		212335

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CITY OF COLUMBIA FALLS
Payroll Summary For Payrolls from 06/07/24 to 06/07/24

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CITY OF CF ELEC	1948.00		1948.00	212450
PERS RETIREE	97.96		97.96	212270
Total Ded.	77937.62	47749.84	43512.30	82175.16

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

CITY OF COLUMBIA FALLS

CITY COUNCIL REGULAR MEETING MINUTES

HELD JUNE 03, 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, and Mayor Barnhart.

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

PLEDGE OF ALLEGIANCE

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

CONSENT AGENDA: Councilor Lovering motioned to approve the consent agenda noting all claims appeared to be in order, with council voting as follows. Ayes: Robinson, Shepard, King, Lovering, Price and Barnhart.

Approval of Claims - June 3, 2024 - \$164,302.35

Approval of Payroll Claims - May 24, 2024 - \$164,782.43

Approval of Regular Council Meeting Minutes - May 20, 2024

Approval of 2024-25 FY Teamsters Local No. 2 Amended Collective Bargaining Agreement - 24-25 FY Wage Opener and Authorize City Manager to Execute

Approval of Columbia Falls Fraternal Order of Police Lodge # 6 - Collective Bargaining Agreement Amended for 24/25 Wage Opener and authorize City Manager to execute.

Approval of Subdivision Improvement Agreement - Rocky Top Cabins Subdivision and authorize City Manager to execute.

VISITORS/PUBLIC COMMENT (Items not on agenda)

Justin Ping, 1205 10th Ave W., said he is in attendance with a simple but urgent plea. Mr. Ping would like to see more stop signs near 10th Ave. W. and 12th Street W. With increased traffic there is excessive speeding that at some point will be catastrophic, said Ping. There are no sidewalks in the area and pedestrians are required to walk on the street. Mr. Ping suggests getting more traffic signs in the area.

Matt Hutcheson, 227 7th St. E. said 7th St. E. did not get chip sealed last week when a lot of other city streets did. Mr. Hutcheson asked if there was a plan to slope the road to the south at the bottom of 7th St. E. and 3rd Ave. E. for drainage purposes.

Susan Wheeler, 170 River Road, said she concurs with Mr. Ping.

Mayor Barnhart said the council was just talking about stop signs in town. There is a process that the city goes through when adding new signs. Your comments have been received and heard noted Mayor Barnhart. Police Chief Peters said there is a stop sign request form residents can complete; staff will evaluate the specific intersections to determine the need for added signage. Chief Peters said he is familiar with the section of town Mr. Ping is referring to and has extra patrols in the area. City Manager Nicosia said a federal regulation specifically states that the city cannot use stop signs to control speed. The City will do a warrant study and evaluate if there is a need for traffic signs.

City Manager Nicosia said the city did not chip seal 7th St. E. due to the neighboring development has not completed paving the area, the City is waiting to have the pavement completed before chip sealing. That section of street will be added to next year's chip sealing project. Councilor Lovering said it seems odd that they have to wait for a year. Nicosia noted that the city always waits one year after new pavement to chip seal.

Mayor Barnhart asked about the drainage at 7th St. E. Nicosia said city staff has looked at it and the paving was not accepted by the City.

Mr. Hutcheson said he believes there is a need for stop signs near 7th St. E. Chief Peters said the city did a warrant study on 7th St. E. three years ago and it was less than 1% of vehicles traveling over 25mph.

NOTICE OF PUBLIC HEARINGS/PUBLIC HEARINGS:

Mayor Barnhart read the Notice of Public Hearings - 24-25 Fiscal Year Preliminary Budget:

NOTICE IS HEREBY GIVEN, that the City Council of the City of Columbia Falls, Montana, will hold public hearings beginning on June 17, 2024, at 7:00 p.m. in the Columbia Falls City Hall, 130-6th Street West, Columbia Falls, Montana, for the following purposes:

Preliminary Budget

Presentation and consideration of the preliminary budget for fiscal year beginning July 1, 2024, and ending June 30, 2025, will begin on June 17, 2024, and will be continued until final adoption of the budget after receiving the certified taxable valuation in August. The City Council will review various departments and funds at each hearing until the budget has been presented in its entirety.

Special Assessments

Consideration of the adoption of the proposed Street Lighting District and Street Maintenance District assessments for FY2024/2025. The council will hear any objections to the final adoption of the resolution levying special assessments for FY 2024/2025. Special Assessments are estimated as follows:

Street Lighting District	\$ 30,049 (no change)
Street Maintenance District	\$346,500 (5.0% increase)

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

Permissive Medical Levy

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

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

NEW BUSINESS:

Solid Waste Board - City of Columbia Falls Appointment

This appointment is to fill the remaining term thru December 31, 2025, of Susan Nicosia, effective July 1, 2024. City Manager Nicosia said she has served on the Solid Waste Board for 13 years. The Board is made up of an appointee from each city, county commissioner, health board representative and two members at large; it is a great Board to serve on noted Nicosia. The city needs someone there to represent Columbia Falls.

Mayor Barnhart asked if the council wished to wait for the new City Manager to serve on the Board or appoint a Council Member. Councilor Shepard asked how heavy the workload was for the Board. Nicosia said there are multiple projects coming up, but the board only meets monthly; It is a well-run department, and she has enjoyed serving on the Board. Mayor Barnhart said after having conversations with City Manager Nicosia about the Board he would consider serving on the Solid Waste Board as the Columbia Falls representative. Mayor Barnhart said he currently serves on the Flathead County Health Board.

Councilor Lovering made motion to appoint Mayor Barnhart as the city representative on the Solid Waste Board thru December 31, 2025, seconded by Councilor Robinson and the motion carried unanimously.

Award Bid - WWTP Improvements Project - Prospect Construction, Inc. and authorize City Manager to execute the agreements and documents.

City Manager Nicosia said this project has been interesting due to the base bid being \$5,125,000. and bid alternatives an additional \$4,585,000. The city is currently in the process of modifying the grant agreements with DNRC as well as applying for up to \$750,000 in SRF funds. City staff went back through the bid with HDR and Prospect Construction, Inc. and they have potential deducts they can present to the city. DNRC indicated they will accept the reduced scope of work. The current SRF funding is at 2.5% and potentially the city could have a portion of that forgiven said Nicosia.

Staff recommends awarding the WWTP Improvements Project bid to Prospect Construction, Inc. with the final contract amount and scope of work to be amended based on the Base Bid and modifications.

Councilor Shepard motioned to award the WWTP Improvements Project to Prospect Construction, Inc. and authorize City Manager Nicosia to execute the necessary agreements and documents, seconded by Councilor Robinson and the motion carried unanimously. Nicosia noted that final documents will come back to the council on the consent agenda.

ORDINANCES / RESOLUTIONS:

Resolution # 1918 - Final Plat Approval - Rocky Top Cabins Subdivision

A RESOLUTION OF THE CITY COUNCIL OF COLUMBIA FALLS, MONTANA APPROVING THE FINAL PLAT OF ROCKY TOP CABINS SUBDIVISION A TWO LOT RESIDENTIAL SUBSEQUENT MINOR SUBDIVISION LOCATED AT 269 ROCKY LANE, FURTHER DESCRIBED AS PARCEL A, COS 21669 IN THE NE1/4 NE1/4 IN SECTION 7, TOWNSHIP 30 NORTH, RANGE 20 WEST, P.M.M., FLATHEAD COUNTY, MONTANA.

City Manager Nicosia said the council previously approved the preliminary plat and the developers are now requesting final plat. The Planning staff prepared the final plat report, CFP-24-01, and recommend approval of the final plat. Nicosia noted that the council was also approving an SIA for the Rocky Top Cabins Subdivision on the consent agenda.

Councilor King made motion to approve Resolution #1918, seconded by Councilor Shepard with council voting as follows. Ayes: Shepard, King, Lovering, Price, Robinson, and Barnhart.

Resolution # 1919 - Resolution Authorizing City's Environmental Certifying Officer

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUMBIA FALLS, MONTANA, AUTHORIZING CALEB SOBCZAK, PUBLIC WORKS/PLANNING/GIS CLERK, FOR THE CITY OF COLUMBIA FALLS TO SERVE AS THE CITY'S ENVIRONMENTAL CERTIFYING OFFICER.

Caleb Sobczak, Public Works/Planning/GIS Clerk, has worked with the current environmental certifying officer Nicosia for the past 2.5 years assisting with the completion of such assessments, and is qualified to conduct such assessments and certify the findings, or to contract with an appropriate party and certify their findings on behalf of the City.

Councilor Lovering motioned to approve Resolution # 1919, seconded by Councilor Shepard with council voting as follows. Ayes: King, Lovering, Price, Robinson, Shepard, and Barnhart.

REPORTS / BUSINESS FROM MAYOR & COUNCIL

Councilor Lovering said the intersection at 6th St. E and 1st Ave E. has much more traffic and asked to have more patrol in the evenings, to ensure proper parking and avoiding U-turns.

Councilor Lovering noticed that the pothole on 13th Ave. W. that she reported at the last council meeting is still eating cars.

Councilor Shepard said he noticed the letter in correspondence on parking on Railroad Street. Nicosia said there is designated parking on Railroad St. and MDT has marked it as such; staff reviewed and found the parking to be safe.

Shepard said he concurs with Mr. Hutcheson on drains on 7th St. E.

Shepard said he is impressed with the chip sealing project being done in town.

Councilor Price was wondering if MDT has talked about the left-hand turn signals on 9th St. City Manager Nicosia said they are reviewing them per the Council's last request.

Mayor Barnhart said the contractor did a fantastic job on chip sealing. Nicosia said the council used special gas tax funding on the project.

Mayor Barnhart said the City has approved paying for fencing on 2nd St. W. due to the sidewalk construction and there is another citizen similarly situated, Mrs. Ogden who has complained about bushes that were destroyed near her home. Mayor Barnhart asked the council if they would like to pay half the price of the bushes. After council discussion it was decided the City Manager Nicosia would talk to Mrs. Ogden about a solution.

CITY MANAGER REPORT

Nicosia noted that the City was selected to receive a Montana Community Reinvestment Act Planning grant award in the amount of \$30,000 in support of a housing study to develop community-based solutions to increase affordable and attainable housing. The City will send out a request for proposals.

The deadline for the second round of City Manager applications closed today.

CITY ATTORNEY REPORT

City Attorney Breck apologized for his unplanned absence at the last council meeting.

Breck noted that he had approved the final version of the Fire apparatus agreement, and the city can move forward with the process.

City Attorney Breck reported that he will be attending the June 17, 2024, council meeting via zoom due to being out of the country.

MISCELLANEOUS

Correspondence

ADJOURN: Councilor Lovering motioned to adjourn at 7:55 p.m., seconded by Councilor Shepard.

Mayor

City Clerk



June 14, 2024

Susan Nicosia
City of Columbia Falls
City Manager
130 6th St West
Columbia Falls, Montana 59912

Subject: WWTP Improvements Bid Review

Dear Susan,

The purpose of this letter is to report on HDR's (Engineer's) review of the bids received by the Columbia Falls City Clerk on April 16, 2024 at 2:00 pm local time for the WWTP Improvements project. Bids are to be evaluated to determine which bid is the lowest responsive and responsible bid. The bid review findings are presented in the following paragraphs.

BIDS RECEIVED

Bids were received from one general contractor. The bidder is listed in Table 1 below.

Table 1: Bids Received

Bidders
Prospect Construction, Inc.

Per the Contract Documents, bidders are allowed twenty-four (24) hours after the bid opening to request a modification to their bid or withdrawal their bid. No requests for modification or withdrawal were received by the City Clerk within this time frame.

BID EVALUATION

The Engineer's bid evaluation for responsiveness is based upon the following criteria:

- Bid security (10 percent of total bid) included with bid package.
- Evidence to conduct business within the State of Montana determined by possessing a valid and current Montana Contractor license.
- Completion of the following documents:
 - Section 00 41 13 - Bid Form.
 - Section 00 41 13 - Proposed Equipment Manufacturers and Suppliers (submitted within 3 days after bid opening).
 - Section 00 41 13 - Proposed Subcontractors (submitted within 3 days after bid opening).
 - Section 00 45 13 - Bidder Qualifications
- Acknowledgement of Addendum No. 1
- Acknowledgement of Addendum No. 2

Table 2: Responsive Bids

Bidder	Responsive	Base Bid Amount
Prospect Construction, Inc.	Yes	\$5,125,00.00

APPARENT LOW BIDDER

The breakdown of the bid received from the apparent low bidder Prospect Construction, Inc. is presented in Table 3 and Table 4.

Table 3: Base Bid Breakdown from Apparent Low Bidder

Base Bid Item	Description	Price
1	Lump Sum Bid Price 1 – Bioreactor Expansion and Mixed Liquor Recycle (MLR) Piping Improvements	\$4,700,000.00
2	Lump Sum Bid Price 2 – New Turbo Blower	\$350,000.00
3	Contingency Allowance	\$75,000.00
	Total Base Bid Price (Total of all Lump Sum Bid Prices and Contingency Allowance)	\$5,125,000.00

Table 4: Additive Bid Breakdown from Apparent Low Bidder

Additive Bid Item	Description	Price
A1	Lump Sum Bid Price A1 – Pretreatment Building Improvements	\$1,100,000.00
A2	Lump Sum Bid Price A2 – Supplemental Carbon Unit	\$35,000.00
A3	Lump Sum Bid Price A3 – New Carbon & Thickener Building	\$3,200,000.00
A4	Lump Sum Bid Price A4 – New Sewage Receiving Station	\$250,000.00

MONTANA DEPARTMENT OF LABOR AND INDUSTRY CONTRACTOR LICENSING

On their bid form, Prospect Construction, Inc. listed a Montana Public Works License number of 255598. A search of the public works contractor license database on the Montana Department of Labor and Industry website indicates this license number is in fact for Prospect Construction, Inc. Table 5 lists the license information for Prospect Construction, Inc. The information obtained from the Montana database indicates Prospect Construction, Inc. possesses an active Contractor license for Employer Status.

Table 5: Prospect Construction, Inc. Montana Public Works License Information

Company Name	Prospect Construction, Inc.
License Number	255598
Status	Employer
Company Address	116 23 rd St SE
Company City	Puyallup
Company State	WA
Company Zip Code	98372

Expiration Date	05/26/2026
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Prospect's license was valid at the time of bid opening but had expired between that time and the writing of this recommendation. Confirmation of license renewal was requested and received from Prospect Construction, Inc. The new certification is attached to this letter.

Prospect Construction, Inc. has proposed the suppliers and subcontractors presented in Table 5.

Table 5: Proposed Suppliers and Subcontractors

SPECIFICATION SECTION AND DESCRIPTION	Manufacturer/Supplier
Section 23 34 00 – HVAC: FANS	The Patterson Company
Section 26 24 13 – SWITCHBOARDS	Eaton/ CED Kalispell
Section 26 24 16 – PANELBOARDS	Eaton/ CED Kalispell
Section 26 24 19 – MOTOR CONTROL EQUIPMENT	Eaton/ CED Kalispell
Section 26 29 23 – VARIABLE FREQUENCY DRIVES: LOW VOLTAGE	Eaton/ CED Kalispell
Section 33 23 10 – TEMPORARY BYPASS PUMPING SYSTEM	Xylem
Section 40 63 43 – PROGRAMMABLE LOGIC CONTROLLER (PLC) CONTROL SYSTEM	Micro-Comm/ Advanced Pump & Equipment with HDR as ESI
Section 43 11 14 – HIGH SPEED TURBO AERATION BLOWER	APG Nueros / APSCO, LLC
Section 43 23 57 – PROGRESSIVE CAVITY PUMPS	Netzsch / Cogent Inc.
Section 46 21 53 – MECHANICALLY CLEANED SCREENS	Envrio-Care / Coombs Hopkins Company, Inc.
Section 46 21 73 – SCREENINGS WASHER COMPACTOR	Envrio-Care / Coombs Hopkins Company, Inc.
Section 46 33 33 – LIQUID POLYMER FEED EQUIPMENT	USGI / Cogent Inc.

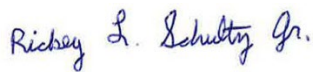
SPECIFICATION SECTION AND DESCRIPTION	Manufacturer/Supplier
Section 46 41 00 – MIXERS	Flygt / Cogent Inc.
Section 46 71 33 – ROTARY DRUM SLUDGE THICKENING SYSTEM	FKC Co., LTD.

Name & Address	Montana Public Works License No.	Description of Work
Prospect Construction Inc.	255598	Structural Concrete
Northwest Mechanical Contractors	148901	Mechanical (HVAC, Plumbing)
Quillen Electrical Inc.	ELE-UCO-LIC-30948	Electrical
Microcomm - Rep. by Advanced Pump & Equipment/ HDR as ESI	N/A professional services	Instrumentation / Hardware Integration

RECOMMENDATION

As bids came in higher than anticipated, negotiations were held with Prospect Construction, Inc. to reduce the scope of the base bid work and bring the project within available funding. The turbo blower was removed from the base bid and cost saving measures were identified by the contractor for the bioreactor expansion. Contingent upon review and approval by Montana Department of Environmental Quality and the American Rescue Plan Act (ARPA) funding agency, the Engineer recommends the City award the reduced scope base bid work for the WWTP Improvements project to Prospect Construction, Inc. for a cost of \$4,280,000.00.

Sincerely,
HDR Engineering, Inc.



Rickey Schultz, PE
Professional Associate | Project Manager

Cc:

File



Montana Department of
LABOR & INDUSTRY

Item No.4.

CERTIFICATE OF CONTRACTOR REGISTRATION

PROSPECT CONSTRUCTION INC DBA PROSPECT
CONSTRUCTION GROUP INC
116 23RD ST SE
PUYALLUP, WA 98372

Visit our website at mtcontractor.mt.gov or call the
Registration Section at **406-444-7734** for more information
or to verify the validity of this certificate.

STATUS

Employer

REGISTRATION NO.

255598

EFFECTIVE DATE

05/27/2024

EXPIRATION DATE

05/26/2026

INSTRUCTIONS: Fold at perforations then tear card out. Fold card in half at score.



406-444-7734
mtcontractor.mt.gov

PROSPECT CONSTRUCTION INC DBA PROSPECT
CONSTRUCTION GROUP INC
116 23RD ST SE
PUYALLUP, WA 98372
REGISTRATION NO. 255598
EXPIRATION DATE 05/26/2026
Employer

TYPES OF CONTRACTOR REGISTRATION CERTIFICATES

Below are the definitions of the four types of contractor registration certificates.

NO EMPLOYEES, MAY HIRE EXEMPT WORKERS ONLY

This means the contractor does not carry workers' compensation coverage on any employees.

EMPLOYER

This means the contractor carries workers' compensation coverage on employees.

The certificate holder is registered to have employees.

LEASED EMPLOYEES

This means the contractor uses employees from an employee-leasing firm.

These employees are presumably covered with workers' compensation and unemployment insurance through the leasing company.

BID ONLY

This means the contractor is registered only to bid construction work in Montana and cannot perform actual work. To work the contractor must upgrade the certificate to one of the above.

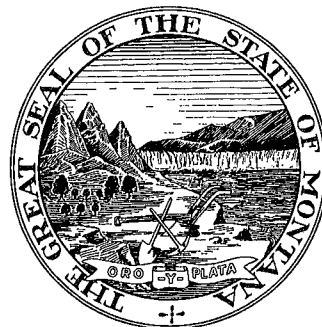
*****PROHIBITED BUSINESS PRACTICES*****

Contractors who violate section 39-9-301, 39-9-401, or 39-71-419 Montana Code Annotated may be fined up to \$5,000 for each violation and are subject to other penalties provided by law.

Please call our office at (406) 444-7734 for more information.



Montana Department of
LABOR & INDUSTRY



SECTION 00 52 13
AGREEMENT
 BETWEEN OWNER AND CONTRACTOR
 FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between City of Columbia Falls (“Owner”) and Prospect Construction, Inc. (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

1. Expansion of the existing bioreactor from a 3-stage A2O process to a 5-stage Bardenpho process. Work includes the addition of a post-anoxic zone, a post-aerobic zone, and associated equipment.
2. Mixed liquor recycle (MLR) piping improvements.
3. Provide new redundant high speed aeration blower.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Columbia Falls WWTP Improvements

ARTICLE 3—ENGINEER

3.01 The Owner has retained HDR Engineering, Inc., 700 SW Higgins Ave, Suite 200, Missoula, MT 59803 (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

- A. The Work will be substantially complete on or before August 15, 2025, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before September 30, 2025.

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration

proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner \$1,000.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
 4. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for fines and penalties (if any) imposed on Owner as a direct result of Contractor's failure to attain Substantial Completion according to the Contract Times, (2) for fines and penalties (if any) imposed on Owner by an authority having jurisdiction for actions or inaction of Contractor arising from Contractor's performance of the Work (regardless of whether such event was connected with any delay in compliance with the Contract Times), and (3) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

- 4.07 Owner reserves the right to withhold from payments due Contractor under the Contract amounts for liquidated damages (if any), special damages (if any), and performance damages (if any) in accordance with the Contract.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- C. Total of Lump Sum Amount: \$5,125,000.00

ARTICLE 6—PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment once each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 95 percent of the value of the Work completed (with the balance being retainage).
 - 1) If 50 percent or more of the Work has been completed, as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and
 - b. 50 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 *Consent of Surety*

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:

- a. Performance bond (together with power of attorney).
- b. Payment bond (together with power of attorney).
- 3. General Conditions.
- 4. Supplementary Conditions.
- 5. Wage Determination Schedule.
- 6. Statutory and Funding-Financing Entity Requirements.
- 7. Specifications as listed in the table of contents of the project manual.
- 8. Drawings (not attached but incorporated by reference) consisting of 82 sheets with each sheet bearing the following general title: City of Columbia Falls, WWTP Improvements.
- 10. Addenda (numbers 1 to 2, inclusive).
- 11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 - 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. 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.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on June 14, 2024 (which is the Effective Date of the Contract).

Contractor:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____

CHANGE ORDER NO.: 1

Owner: City of Columbia Falls
 Engineer: HDR Engineering, Inc.
 Contractor: Prospect Construction, Inc.
 Project: WWTP Improvements
 Contract Name: WWTP Improvements
 Date Issued: June 14, 2024

Owner's Project No.:
 Engineer's Project No.: 10330911
 Contractor's Project No.:
 Effective Date of Change Order: June 14, 2024

The Contract is modified as follows upon execution of this Change Order:

Description:

The purpose of this Change Order is to reduce the scope of work in the base bid to bring the project within available funding. This change order includes the following items: Deletion of the Turbo Blower, a change in the electrical conduit specification, deletion of all controls work, reduction of cost for the contractor designed shoring wall, and the elimination of all coatings/painting on the project.

Attachments:

A cost breakdown from Prospect Construction, Inc.

Change in Contract Price	Change in Contract Times
Original Contract Price:	Original Contract Times:
\$ 5,125,000.00	Substantial Completion: August 15, 2025
	Ready for final payment: September 30, 2025
Increase or Decrease from any previously approved Change Orders to Current Change Order:	Increase or Decrease from any previously approved Change Orders to Current Change Order:
\$ 0.00	Substantial Completion: 0 days
	Ready for final payment: 0 days
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
\$ 5,125,000.00	Substantial Completion: August 15, 2025
	Ready for final payment: September 30, 2025
Decrease this Change Order:	Increase or Decrease this Change Order:
\$ 845,000.00	Substantial Completion: 0
	Ready for final payment: 0
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ 4,280,000.00	Substantial Completion: August 15, 2025
	Ready for final payment: September 30, 2025

Recommended by Engineer (if required)

By: Rickey Schultz

Rickey L. Schultz Jr.

Title: Project Manager

Date: 6/14/2024

Accepted by Contractor

Nick Patch

Nick Patch

Vice President Civil | Water Resources

6/14/24

	_____	_____
	_____	_____
	Authorized by Owner	Approved by Funding Agency (if applicable)
By:	_____	_____
Title:	_____	_____
Date:	_____	_____

Original Base bid \$5,125,000.00, Includes item a Bioreactor expansion & MLR piping for \$4,700,000 item 2 Turbo Blower for \$350,000.00 & a contingency allowance fund of \$75,000.00

Delete Item 2 Turbo Blower	(\$350,000)
Change Electrical Conduit	(\$115,000)
Delete all Controls work	(\$ 50,000)
Shoring Wall Cost Reduction	(\$200,000)
Eliminate All Coatings	(\$130,000)
Total	(\$845,000)
Contract After Change order	\$4,205,000
<u>Contingency</u>	<u>\$ 75,000</u>
Total	\$4,280,000

No engineering costs have been included in any option. All temporary controls and automation will be up to the Owner/Plant operator.

Below you will find a further description of each option.

Delete Item 2 Turbo Blower –The project doesn't have the funds for the Turbo blower so that scope is removed from the contract in its entirety **(\$350,000)**.

Change Electrical Conduit – Electrical Changes **(\$115,000)**. If permitted to use concrete encased schedule 40 PVC conduit instead of specified PVC coated rigid conduit for duct banks on sheet 16-E-01 we can deduct this amount.

Delete all Controls and Communication work **(\$50,000)**. There was some confusion in the specification with Microcomm and their involvement with the project. We are proposing to remove this from the contract as the City already has a contract with them for this type of thing.

Shoring Wall **(\$200,000)**. PCI Reduction in cost for the needed shoring wall.

Eliminate Painting & Coatings **(\$130,000)**. Due to budget constraints this is deleted from the contract



SUBAWARD AGREEMENT
between
CITY OF COLUMBIA FALLS INC
and the
MONTANA DEPARTMENT OF
NATURAL RESOURCES AND CONSERVATION

Subaward Agreement Number:	UCF-24-312
Maximum Award Amount Available:	\$ 21,000.00
Source of Funds:	Federal Award
Federal Assistance Listing Number:	10.727, Inflation Reduction Act Urban & Community Forestry Program
Federal Award Identification:	USDA USFS Grant # 23-DG-11010000-031
	Inflation Reduction Act-Urban & Community Forestry State Allocations; executed on 7/27/2023, from the United States Department of Agriculture (USDA) – Forest Service (USFS)
Federal Authority:	Cooperative Forestry Assistance Act, P.L. 95-313 as amended, 16 USC 2105 and Public Law 117-169, Subtitle D, Section 23003(a)

DNRC Funding Pass-Through				
Org:		5114823		
Fund:		03160		
Subclass:		555YT		
Expiration:		See Section 2.1, Period of Performance		
Approvals				
Drafter	Program	Fiscal	Legal	
JF				

SUBRECIPIENT

Name:	City of Columbia Falls Inc
Federal Tax ID #:	81-6001247
UEI:	CWH8E9BX81F9
Address:	130 6 th Street West
City, State, Zip+4:	Columbia Falls, MT 59912-3615

This Subaward Agreement, hereinafter referred to as “Subaward”, is accepted by City of Columbia Falls Inc, hereinafter referred to as the “Subrecipient”, according to the following terms and conditions. The purpose of this Subaward is to establish mutually agreeable terms and conditions, specifications, and requirements to grant funds to the Subrecipient.

SECTION 1. PROGRAM PROVISIONS

This Subaward is offered by the Urban and Community Forestry Program of the Montana Department of Natural Resources and Conservation, Forestry and Trust Lands Division, hereinafter referred to as "DNRC".

This Subaward, awarded and administered by the DNRC using grant funds awarded by the USFS, is consistent with the policies, procedures, objectives, and intent of the listed Federal Authority and of the Urban and Community Forestry (UCF) Inflation Reduction Act grant program.

The federal program has location requirements for project activities. Projects must take place entirely within disadvantaged communities as identified in the Climate and Economic Justice Screen Tool (CEJST) or the EPA Environmental Justice and Screening Mapping Tool (EJScreen), as shown in the Montanan Urban and Community Forestry Grant Tool. Projects must benefit communities through eligible UCF program activities such as, but not limited to, urban wood utilization, urban food forests, extreme heat mitigation and workforce development.

SECTION 2. PROJECT TERMS

Project Name: City of Columbia Falls - Tree Inventory Project

2.1 PERIOD OF PERFORMANCE. This Subaward is effective on the Start Date. Subrecipient shall have until the Termination Date to complete the project and work described in the Project Scope.

Start Date:	Date of Last Signature
Termination Date:	September 30, 2025

2.2 AGREEMENT EXTENSION. This Subaward may, upon mutual written agreement between the parties, be extended.

The DNRC may allow an extension for completion upon request and showing of good cause by the Subrecipient. Good cause is defined as external factors preventing the Subrecipient from completing the work, including, but not limited to, pandemic, inadequate staff, construction, hazard trees or other barriers on project site(s), and extensive and prolonged inoperable weather conditions.

A request for extension should be submitted in writing no less than thirty (30) days prior to the Termination Date if an extension is to be considered by the DNRC. Any extension will require mutual written agreement between the Subrecipient and the DNRC in the form of an Amendment as provided for below in Section 4.7, Assignment and Amendment.

2.3 PROJECT SCOPE. (a.) Supporting Documents/attachments. The Approved Project Proposal for this Subaward to the Subrecipient is attached hereto as Appendix B and the Application Addendum, attached hereto as Appendix C, both of which are incorporated herein by reference, describe the projects and activities to be performed upon municipal lands by Subrecipient in or near, the City of Columbia Falls, Montana, and the required dates of completion. In the event content in Appendix B, the approved project proposal, or Appendix C,

the addendum, differs from or is in conflict with terms presented elsewhere in the Subaward, the Subaward text takes precedence. Additionally, the Subrecipient must fulfill the terms specified in Appendix D, Additional Requirements to Proposal, which is attached hereto and incorporated herein by reference.

(b.) The Subrecipient must use the proceeds provided pursuant to this Subaward to perform allowable activities identified in the Approved Project Proposal.

The goals for the project are the creation and implementation of a tree inventory. The inventory will be utilized to revise the urban forest management plan. Community impacts will include: climate change mitigation and adaptation; identify planting areas and maintenance needs; improve forest health and resiliency

The key outcome of this project is: developing a tree inventory by a contracted licensed professional.

2.4 PROJECT BUDGET. The Subaward budget period runs concurrently with the Period of Performance. Subaward funds are allocated to the following budget categories:

Project Funding Summary:	
Direct Costs	
Subrecipient salary/wages/benefits	\$0
Operating Expenses	\$0
Payments to Landowners (Beneficiaries)	\$0
Contracted Services	\$21,000
Subtotal – Direct Costs	\$21,000
Indirect Costs (waived)	\$0
Total Subaward Amount	\$21,000
Match Required None)	\$0
Total Project Funding:	\$21,000

Total payment for all purposes under this Subaward shall not exceed Twenty-One Thousand and no/100 Dollars (\$21,000.00).

No match is required.

The Subrecipient may transfer up to ten percent (10%) of the Total Subaward Amount between Direct Costs budget categories as needed to complete the project. The Subrecipient must notify the DNRC of such transfers. Transfers between budget categories in excess of ten percent (10%) of the Subaward amount must be requested by the Subrecipient, approved by the DNRC, and documented in an amendment to the Subaward.

The indirect cost rate is shown above, expressed as a percentage of indirect costs to direct costs. Unless the rate has been formalized in a Negotiated Indirect Cost Rate Agreement (NICRA) between the Subrecipient and its cognizant federal agency, the rate shown above is hereby approved by the DNRC for the term of this Subaward and may not be changed except via written amendment.

When procuring goods or services with Subaward funds, the Subrecipient must follow applicable procurement procedures, found in 2 CFR 200 §§ 200.317 – 200.327 of the Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards.

2.5 DISBURSEMENTS. Subrecipient shall submit claims for disbursement of Subaward funds using the “Request for Disbursement of DNRC Grant Funds / Financial Status Report” (Request) form, attached hereto as Appendix E and incorporated herein by reference. Documentation of reimbursable costs incurred and paid must be submitted with the request. Documentation may include, but is not limited to, itemized receipts, vendor invoices, inspection certificates, transaction ledgers or other financial reports that clearly show expenditures, payroll records, copies of checks, bank statements, and other forms of proof of payment. The DNRC will determine whether documentation submitted adequately supports the disbursement request and may require additional documentation before approving payment. Reimbursement of Subrecipient’s expenditures will only be made for expenses included in the Approved Project Proposal, Appendix B and the Addendum to the Project Proposal, Appendix C, that are clearly and accurately supported by the Subrecipient’s records.

The Subrecipient may request an advance on available funds. In order to be eligible to receive an advance payment, Subrecipient must maintain written procedures that minimize the time elapsing between the transfer of funds and their disbursement. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements of funds by Subrecipient. The request for an advance of funds must indicate how Subrecipient intends to spend the funds.

After advanced funds are disbursed by Subrecipient (i.e., anticipated expenses are actually paid), Subrecipient must submit documentation to DNRC within 30 days demonstrating proof of payment, identical to that required for reimbursements above. If Subrecipient receives an advance payment, and Subrecipient subsequently requests a reimbursement payment, Subrecipient must clearly demonstrate how the advanced funds were spent before DNRC will approve Subrecipient’s request for reimbursement of additional expenses. Any funds advanced, but not spent, or whose expenditure is not adequately documented, must be returned to the DNRC upon demand.

Subrecipient should seek timely reimbursement of claimed costs incurred under this Subaward. A minimum of one Request must be submitted annually to the DNRC. The annual period begins on the Subaward effective date. In the event no reimbursable costs are incurred in an annual period, a Request for zero dollars (\$0.00) listing current Subaward balances should be submitted to the DNRC. Request for final disbursement of Subaward funds is due no later than 30 days following the Subaward termination date.

The DNRC may withhold up to ten percent (10%) of the total authorized Subaward amount until both the project tasks (outlined in Section 2.3 and Appendix B) and the Final Report (required by Section 2.6) are completed by the Subrecipient and approved by the DNRC.

2.6 REPORTS. Subrecipient shall immediately notify the DNRC of developments that significantly impact the activities supported under this Subaward. Notification must be given in the case of problems, delays, or adverse conditions that materially impair the ability of the Subrecipient to meet the objectives of the Subaward. The notification must include a statement on action taken or contemplated, and any assistance needed to resolve the situation including requests for scope and/or timeline modifications as provided for below in Section 4.7, Assignment and Amendment.

Biannual progress reports for the periods ending each June and December must be submitted to the DNRC during the period of performance of this Subaward. Reports will provide status information for each project implementation objective. Project status information will include, at a minimum, the percentage completed, costs incurred, and projected completion date. The Subrecipient shall report on total project costs, including Subaward-funded costs

Biannual reports must be submitted to the DNRC by the last day of the next month following the close of the reporting period. The first reporting period closes **December 31, 2024**, and the report is due on or before **January 31, 2025**. The DNRC will review reports for completeness and accuracy and will notify the Subrecipient if changes are necessary. No claims for disbursements will be honored by the DNRC until complete, accurate biannual reports have been submitted by the Subrecipient. A worksheet for biannual report content development is attached hereto as Appendix F and incorporated herein by reference.

A Final Report that details the project status, results, accomplishments, and financial status will be submitted to the DNRC by the Subrecipient for approval upon project completion. The resultant tree inventory must be submitted according to specifications outlined in Appendix D, Additional Requirements to Proposal, with the Final Report. Final reports are due no later than 30 days following the Subaward termination date.

Final disbursement of Subaward funds is contingent upon DNRC's receipt and approval of the following documents: 1) Final Request for Disbursement, 2) tree inventory, and 3) Final Report.

2.7 METHOD OF SUBMISSION. Entry in the Submittable Grant Management System (GMS) is the required method to submit: all claims for disbursement of Subaward funds as described in Section 2.5 Disbursements; and all reports as described in Section 2.6 Reports. The DNRC will provide links to forms within the GMS to complete these processes during the Period of Performance. The DNRC is not responsible for the receipt and processing of reports or disbursement requests submitted via an alternative method. If the required method of submission changes during the Period of Performance of the Subaward, the DNRC will provide thirty (30) days' notice in writing.

SECTION 3. INSURANCE TERMS

3.1 WORKER'S COMPENSATION. The Subrecipient, its employees and contractors, are not covered by the DNRC's Workers' Compensation Insurance. The Subrecipient is responsible for making sure that it and its employees are covered by Workers' Compensation Insurance and that its contractors are in compliance with the coverage provisions of the Workers' Compensation Act.

3.2 INDEMNITY AND LIABILITY (HOLD HARMLESS / INDEMNIFICATION).

Subrecipient agrees to be financially responsible for any audit exception or other financial loss to the DNRC and the State of Montana which occurs due to the negligence, intentional acts, or failure by Subrecipient and/or its agents, employees, subcontractors, or representatives to comply with the terms of this Subaward.

Subrecipient hereby agrees to defend, indemnify, and hold harmless the DNRC and the State of Montana and its agents from and against any and all claims, demands, or actions for damages to property or injury to persons or other damage to persons or entities arising out of, or resulting from the performance of this Subaward or the results of this Subaward, provided such damage to property or injury to persons is due to the negligent act or omission, recklessness, or intentional misconduct of Subrecipient or any of its employees and agents. This Subaward is not intended to relieve a liable party of financial or legal responsibility.

3.3 INSURANCE REQUIREMENTS. General Requirements. The Subrecipient shall maintain for the duration of this Subaward, at its cost and expense, liability insurance against claims for injuries to persons or damages to property-which may arise from or in connection with the performance of the work by the Subrecipient, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission of the Subrecipient or its officers, agents, representatives, assigns or subcontractors.

Specific Requirements for General Liability. The Subrecipient shall purchase and maintain occurrence coverage with minimum combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year, or as established by statutory tort limits of \$750,000 per claim and \$1,500,000 per occurrence as provided by a self-insurance pool insuring counties, cities, or towns, as authorized under Section 2-9-211, MCA.

SECTION 4. DNRC GENERAL TERMS AND CONDITIONS

4.1 DNRC's ROLE. The DNRC will monitor project expenditures for payment eligibility. The DNRC assumes no responsibility for the Subrecipient's obligation to faithfully perform the tasks and activities required by this Subaward. The DNRC assumes no responsibility for verifying the right of the Subrecipient to conduct project activities on properties included in the Subaward project. The Subrecipient is responsible for obtaining all appropriate permissions to conduct activities. In the event content in the approved project proposal differs from or conflicts with terms presented elsewhere in the Subaward, the Subaward text takes precedence.

The Subrecipient may contact the DNRC's Program Representative, identified in Section 6. Principal Contacts and Authorizations, for guidance related to administration of the terms of this Subaward.

The Subrecipient may contact the Technical Specialist if one is listed in Section 6. Principal Contacts and Authorizations, for assistance with project execution. The roles and responsibilities of the technical specialist include but are not limited to, providing technical assistance to the Subrecipient to achieve intended outcomes of the project; conducting reviews of project plans, activities, and accomplishments upon request of the Subrecipient or as often as deemed necessary by the DNRC; and assisting the Subrecipient in complying with Montana's Forest Practices Laws and voluntary Best Management Practices in the course of carrying out project activities. If no Technical Specialist is listed, the Subrecipient may contact the Program Representative to provide these services.

4.2. AVAILABILITY OF SUBAWARD FUNDS. The Subrecipient acknowledges and understands that Subaward funds become available based on federal awards to the DNRC. Costs incurred by the Subrecipient or any beneficiary prior to this Subaward are not eligible for reimbursement but may be counted as match funds upon prior written approval by the DNRC.

The commitment by the DNRC to expend money is contingent upon the DNRC receiving funds under the federal award. No liability shall accrue to the DNRC or its officials in the event such funds are not appropriated or issued as authorized in the federal award. The DNRC may, at its sole discretion, issue a temporary stop-work order, reduce the scope of project activities, or terminate this Subaward if appropriated funding is reduced or unavailable for any reason. The DNRC will provide the Subrecipient at least 10 days' notice for a stop-work order and at least 30 days' notice if a reduction in scope or termination is determined to be necessary due to the unavailability of funds. Until the DNRC notifies the Subrecipient that obligated funds are unavailable, the DNRC will continue to comply with the terms of this Subaward, including the disbursement of funds for eligible expenses incurred by the Subrecipient up to the specified date and time provided in a written notice.

4.3 RECORDS AND AUDITS. The Subrecipient must maintain appropriate and adequate records showing complete entries of all receipts, disbursements, and other transactions relating to this Subaward for three (3) years after the later of either the final Subaward payment or the termination of this Subaward. The DNRC, the Montana Legislative Audit Division, or the Montana Legislative Fiscal Division may, at any reasonable time, audit all records, reports, and other documents that the Subrecipient maintains under or during the course of this Subaward to ensure compliance with all terms and conditions of the Subaward.

During the period of performance and extending after this Subaward is terminated and closed, the DNRC reserves the right to disallow and recover an appropriate amount after fully considering any recommended disallowances resulting from an audit or other review.

4.4 PROJECT MONITORING AND ACCESS FOR INSPECTION AND MONITORING. The DNRC or its agents may monitor and inspect all phases and aspects of the Subrecipient's performance to determine compliance with this Subaward, including but not limited to the adequacy of records and accounts, project progress and accomplishments, and adherence to any project specifications. The Subrecipient shall accommodate requests for the DNRC access to sites and records with due consideration for safety, private property rights, and convenience of everyone involved. Inadequate accommodation of requests, as determined by the DNRC, may be viewed as a failure to comply as outlined in Section 4.9.

4.5 EMPLOYMENT STATUS. The DNRC is not an owner or general contractor for the project. The DNRC does not control the work activities or worksite of the Subrecipient or any contractors that might be engaged by the Subrecipient for completion of the project. The Subrecipient is independent from and is not an employee, officer, or agent of the DNRC. The Subrecipient shall ensure that all its employees complete the I-9 form to certify they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324(a)). The Subrecipient shall comply with regulations regarding certification and retention of the completed forms.

4.6 COPYRIGHTING AND GOVERNMENT RIGHT TO USE. The Subrecipient is granted sole and exclusive right to copyright any publications developed with funding provided under this subaward. The State of Montana and the USFS reserve a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work

for government purposes. This provision includes any right of copyright to which the Subrecipient purchases ownership with any federal contributions. No original text or graphics produced by the State of Montana or the USFS shall be copyrighted.

4.7 ASSIGNMENT AND AMENDMENT. The Subrecipient may not assign or transfer any portion of this Subaward without the DNRC's express written consent. Amendments will be in writing, signed by both parties, and attached as an integral component of this Subaward. This Subaward may be terminated by the mutual written consent of both parties. If this Subaward is terminated, the Subrecipient may not submit claims for reimbursement for costs incurred beyond the mutually agreed to termination date.

4.8 COMPLIANCE WITH APPLICABLE STATE AND LOCAL LAWS. All work performed under this Subaward must fully comply with all applicable federal, state, and local laws, rules, and regulations, including but not limited to, the Montana Human Rights Act. Any subletting or subcontracting by the Subrecipient subjects subcontractors to the same provision. In accordance with 49-3-207, MCA, the Subrecipient agrees that the hiring of persons to perform this Subaward will be made on the basis of merit and qualifications and without discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin of the persons performing this Subaward. It shall be the Subrecipient's responsibility to obtain all permits, licenses, or authorizations that might be required from government authorities for completion of the project. Procurement of labor, services, supplies, materials and equipment shall be conducted according to applicable federal, state, and local statutes. The DNRC's signature on this Subaward does not guarantee the approval or issuance of any permits, licenses, or any other form of authorization to take action for which the Subrecipient must apply with the DNRC or any other government entity and submit to the DNRC to fulfill the terms of this Subaward.

4.9 FAILURE TO COMPLY. If the Subrecipient fails to comply with the terms and conditions of this Subaward, the DNRC may terminate this Subaward and/or refuse additional disbursements of subaward funds and/or take legal action to recover disbursed subaward funds. Such termination will become a consideration in the DNRC's evaluation of future applications for subawards.

4.10 MONTANA LAW AND VENUE. Any action or judicial proceeding for enforcement of the terms of this Subaward shall be instituted only in the courts of Montana and shall be governed by the laws of Montana. Venue shall be in the First Judicial District, Lewis and Clark County, Montana.

SECTION 5. FEDERAL FUNDING SOURCE TERMS AND CONDITIONS

5.1 COMPLIANCE WITH APPLICABLE LAWS. (a.) The Subrecipient must comply with the requirements of the Federal Office of Management and Budget (OMB) guidance in subparts A through F of 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, And Audit Requirements For Federal Awards*, as adopted and supplemented by the USDA in 2 CFR Part 400. These regulations are available online at the following website: www.ecfr.gov. This includes applicable procurement procedures covered in 2 CFR 200 §§ 200.317 – 200.326.

(b.) The Subrecipient certifies that it will abide by all certifications and assurances set forth in USDA Form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion Lower Tier Covered Transactions," this form having been signed, attached hereto as

Appendix A, and incorporated herein by reference. Per the terms of the federal award, the Subrecipient shall also require all second-tier subrecipients and contractors who will be paid with Subaward funds to sign form AD-1048, and the Subrecipient shall keep completed forms on file.

(c.) All work performed under this Subaward must fully comply with all applicable federal, state, and local laws, rules, and regulations, including but not limited to, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by the Subrecipient subjects subcontractors to the same provision. Procurement of labor, services, supplies, materials and equipment shall be conducted according to applicable federal, state, and local statutes.

(d.) If the amount of this Subaward is in excess of \$100,000, the Subrecipient will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

(e.) If the Subaward includes funds for Contracted expenses, the Subrecipient must comply with the requirements of Appendix II to Part 200 - *Contract Provisions for Non-Federal Entity Contracts Under Federal Awards* of 2 CFR Part 200. Items of note include: Equal Employment Opportunity; Clean Air Act; Davis-Bacon Act; Contract Work Hours and Safety Standards Act; Rights to Inventions; Debarment and Suspension; Byrd Anti-Lobbying Amendment; Prohibition On Certain Telecommunications And Video Surveillance Services Or Equipment; and Domestic Preferences for Procurements.

(f.) PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. The Subrecipient is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information.

In accordance with 2 CFR 200.216, the Subrecipient is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to: (1) procure or obtain, extend or renew a contract to procure or obtain; (2) enter into a contract (or extend or renew a contract) to procure; or (3) obtain the equipment, services or systems.

(g.) PROHIBITION AGAINST CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS. The Subrecipient may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department, an agency authorized to receive such information, the federal Office of Inspector General, or the DNRC.

Due to this these requirements, prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph one of subsection (g.) of this award provision are no longer in effect.

(h.) WHISTLEBLOWER NOTICE. Per 41 U.S.Code § 4712, it is illegal an employee of the Subrecipient to be discharged, demoted, or otherwise discriminated against for making a protected whistleblower disclosure. In this context, these categories of individuals are whistleblowers who disclose information that the individual reasonably believes is evidence of one of the following: gross mismanagement of a Federal contract or grant; a gross waste of

Federal funds; an abuse of authority relating to a Federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

See 41 U.S.Code § 4712, regarding the disclosure requirements, procedure, remedial actions and remedies.

(i.) TRAFFICKING IN PERSONS. The Subrecipient under this award and the Subrecipient's employees may not: (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect; (2) Procure a commercial sex act during the period of time that the award is in effect; or (3) Use forced labor in performance of the award or subawards under the award. The Subrecipient must inform the DNRC immediately of any information received from any source alleging a violation of a prohibition listed here.

(j.) NONDISCRIMINATION STATEMENT – PRINTED, ELECTRONIC, OR AUDIOVISUAL MATERIAL. The Subrecipient shall include the following statement, in full, in any printed audiovisual material, or electronic media for public distribution developed or printed with any Federal funding.

"In accordance with Federal law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, disability, and reprisal or retaliation for prior civil rights activity. (Not all prohibited bases apply to all programs.)"

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, and American Sign Language) should contact the responsible State or local Agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form, which can be obtained online at <https://www.ocio.usda.gov/document/ad-3027>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue SW, Washington, D.C. 20250-9410; o*
- (2) Fax: (833) 256-1665 or (202) 690-7442; or*
- (3) Email: program.intake@usda.gov."*

If the material is too small to permit the full statement to be included, the material must at minimum, include the following statement, in print size no smaller than the text:

"This institution is an equal opportunity provider."

5.2 AGENCY RECOGNITION REQUIREMENTS. (a.) Use of Agency Insignia. The Subrecipient shall request in writing permission from the USFS Northern Region and receive written permission from the USFS before using the USFS insignia on any published media, such

as a webpage, printed publication, or audiovisual production. The Subrecipient shall request in writing and receive written permission from the DNRC before using the DNRC insignia on any published media, such as a webpage, printed publication, or audiovisual production.

(b.) Public Notices. The Subrecipient is encouraged to give public notice of the receipt of this Subaward of federal grant funds and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include and all notices of funding opportunities or solicitation for project participants must include a statement substantially as follows: "The funding for this project is derived in full [or in part] from a federal award of the U.S. Forest Service, Department of Agriculture, subawarded by the Montana Department of Natural Resources and Conservation, Forestry Division."

(c.) Acknowledgment in Publications, Audiovisuals, and Electronic Media. The Subrecipient shall acknowledge USFS and DNRC support as appropriate in any publications, audiovisuals, and electronic media developed as a result of this subaward of USFS grant funds. Follow direction in USDA Supplemental 2 CFR 415.2.

In Process

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SECTION 6. PRINCIPAL CONTACTS AND AUTHORIZATIONS

6.1 PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this Subaward. All correspondence or requests for information and assistance shall be submitted to the appropriate listed individual.

DNRC Program Representative	Subrecipient Representative
Name: Jamie Kirby Title: Urban Forestry Program Manager Address: 2705 Spurgin Road City, State, Zip: Missoula, MT 59804 Telephone: 406-542-4288 Email: jamiekirby@mt.gov	Name: Susan Nicosia Title: City Manager Address: 130 6 th Street W City, State, Zip: Columbia Falls, MT 59912 Telephone: 406-892-4384 Email: nicosias@cityofcolumbiafalls.com

DNRC Technical Specialist	Subrecipient Project Manager
Name: Hannah Payne Title: Urban Service Forester Address: 2705 Spurgin Road City, State, Zip: Missoula, MT 59804 Telephone: 406-542-4326 Email: Hannah.Payne@mt.gov	Name: Nathan Riley Title: City Parks Lead Operator Address: 130 6 th Street W City, State, Zip: Columbia Falls, MT 59912 Telephone: 406-250-0037 Email: riley@cityofcolumbiafalls.com

DNRC Administrative & Fiscal	Subrecipient Administrative & Fiscal
Name: Lorie Palm Title: Grants and Agreements Specialist Address: 2705 Spurgin Road City, State, Zip: Missoula, MT 59804 Telephone: 406-542-4205 Email: lpalm@mt.gov	Name: Susan Bates Title: Finance Director Address: 130 6 th Street W City, State, Zip: Columbia Falls, MT 59912 Telephone: 406-892-4327 Email: batess@cityofcolumbiafalls.com

6.2 AUTHORIZATION. This Subaward consists of pages 1 – 13, plus the following appendices:

- Appendix A [Form AD-1048]
- Appendix B [Approved Project Proposal]
- Appendix C [Addendum to the Project Proposal]
- Appendix D [Additional Requirements to Proposal].
- Appendix E [Request for Disbursement Form]
- Appendix F [Biannual Report Worksheet]

The Subrecipient hereby accepts this Subaward according to the above terms and conditions.

Through signature, each party certifies that the individuals listed in this Subaward as representatives of the parties are authorized to act in their respective areas for matters related to this Subaward. In witness whereof, the parties hereto execute this Subaward.

6/3/2024

Date

By: Susan Nicosia

Subrecipient Authorized Representative

Susan Nicosia

Printed Name

By:

Date

DNRC Authorized Representative

Printed Name

Remainder of page for SUBRECIPIENT USE ONLY: Additional Signatures as Required

The DNRC does not require additional signatures and takes no role in evaluation of any inclusion or omission.

AD-1048

Appendix A

OMB No. Item No.5.
Expiration Date:**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552a, as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 CFR §§ 180.300, 180.335, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

(Read instructions on page two before completing certification.)

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME

City of Columbia Falls

PR/AWARD NUMBER OR PROJECT NAME

UCF-24.312

NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)

Susan Nicosia

City Manager

SIGNATURE

Susan Nicosia

DATE

6/3/2024

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotope, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

Appendix A

Item No.5.

Instructions for Certification

- (1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.
- (2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
- (3) The prospective lower tier participant must provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 CFR Parts 180 and 417. You may contact the Department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- (5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it may not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.
- (6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- (7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the General Services Administration's System for Award Management Exclusions database.
- (8) Nothing contained in the foregoing shall be construed to require establishment of a system of records to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Title	City of Columbia Falls, Flathead County - Montana	02/13/2024
	by Chris Hanley in Forestry - UCF PD/IRA FY24 Grant [2024]	id. 45548560
	hanleyc@cityofcolumbiafalls.com	

THIS SPACE LEFT BLANK INTENTIONALLY

Original Submission

02/15/2024

Score	n/a
1. Organization Information	
1.1. Organization Name	City of Columbia Falls, Flathead County - Montana
1.2. Has the organization received any DNRC Forestry grants or subawards previously?	Yes
2. Applicant Information The person completing this application. By default, of Submittable, the person submitting this application will be the point of contact for future communications such as reports and requests for reimbursement for the life of this grant. You may collaborate with others to complete the application and future forms, but you will be responsible for the final submission of them. HERE are the instructions for collaborating with others for this application.	
2.1. Your name	Chris Hanley
2.2. Your Phone	+14068924430
2.3. Your Email	hanleyc@cityofcolumbiafalls.com
2.4. Provide a Secondary Contact for the project.	Susan Nicosia
2.5. Secondary Contact Phone	+14068924384

2.6. Secondary
Contact Email

nicosias@cityofcolumbiafalls.com

3. Project Elements

3.1. Project Name

City of Columbia Falls - Tree Inventory Project

3.2. Project Location

Neighborhood Right of Ways, City Parks, Street Trees

3.3. Map of Project Location

- [City_Map_imagery.pdf](#)
- [City_Map_-_Street-Ave._Info..pdf](#)
- [City_of_Columbia_Falls_-_Tree_Inventory_Project.pdf](#)

All applicants must upload a PDF from the Montana Urban and Community Forestry Grant Tool that shows the location of the project.

3.4. Is the proposed
project located
entirely in a
disadvantaged area?

Yes

3.5. Have you
contacted your
DNRC Service
Forester?

Yes

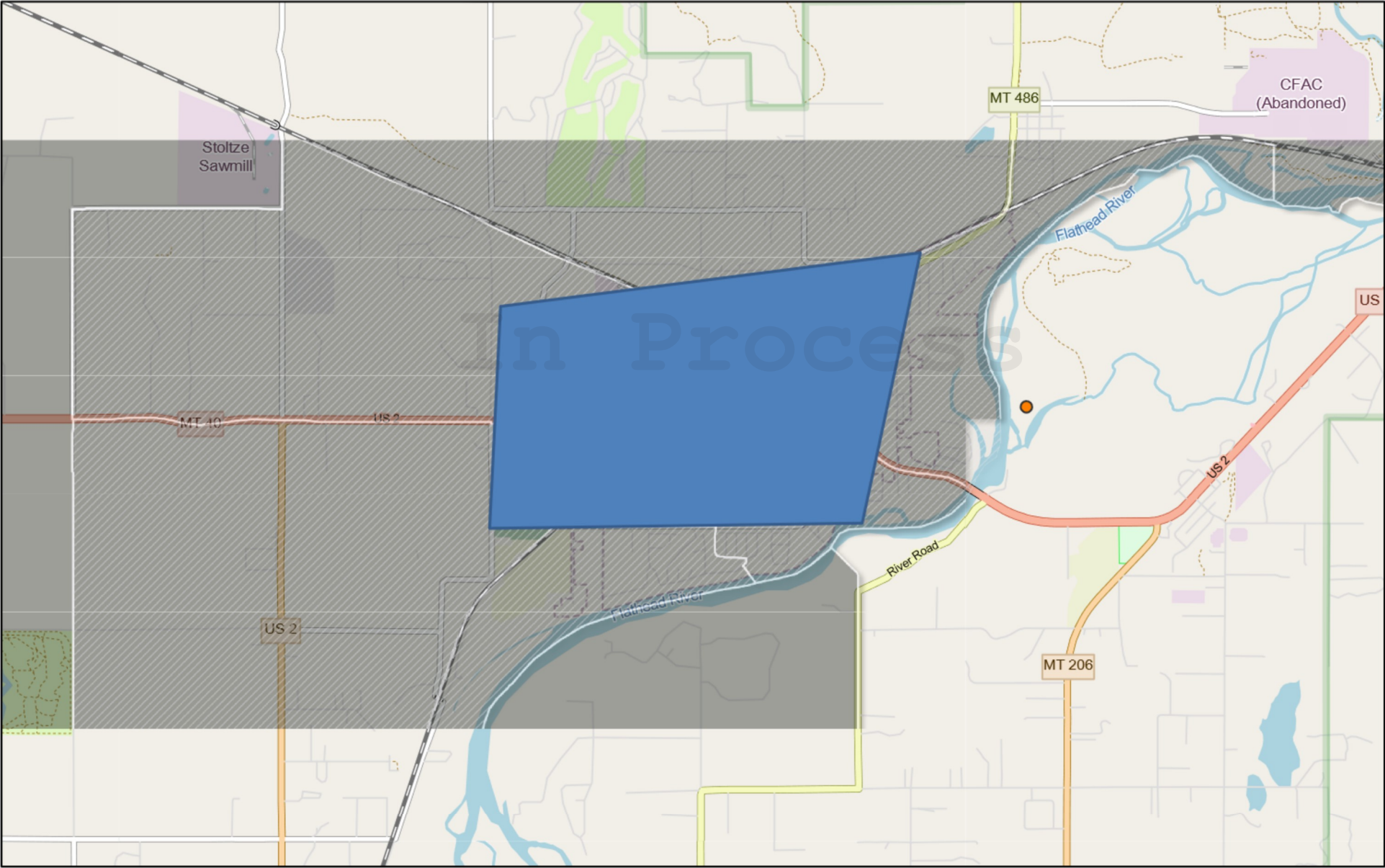
3.5.2. Foresters
Name

Holly McKenzie - NWLO Kalispell Unit

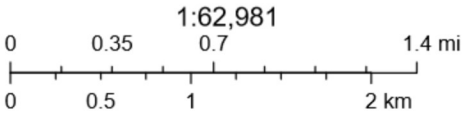
4. Project Description

City of Columbia Falls - Tree Inventory Project

Item No.5.



2/15/2024, 12:22:22 PM



4.1. Project

Description - Provide 2-3 paragraphs that summarize your project.

This project will help provide the City with a more comprehensive and informational Tree Inventory that will place the City in a position to fully develop, capitalize upon, and utilize its tree population as a powerful tool in the creation and provision of aesthetic and environmental benefits. These benefits create a more sustainable urban canopy and livable City. A Tree Inventory is a wonderful and indispensable Urban Forest management tool that will help guide the development of a sustainable, diverse and healthy tree population. The City understands the importance of an updated Tree Inventory as a forest management resource. A Tree Inventory will be used by the City to analyze the species, size and health of the City's existing tree populations. This information will be used to direct tree planting and tree maintenance operations, guide response efforts to destructive/invasive diseases and insects, assist in prompt management and response and provide information on the composition, benefits and value our City trees provide. A Tree Inventory is a foundational component of and will also assist the City in the continued development and preparation of a master tree planting and maintenance plan. The City is approximately 2.05 square miles and has approximately 3,400 right-of-way, parks and street trees. With potential funding the trees will be inventoried individually and the selected company will aid in technical assistance in the development of the inventory, data collection, data analysis, and placement of collected inventory data into a format such as Davey Tree or Tree Keeper.

5. Existing Program Resources

5.1. Do you have a tree inventory?

Yes

5.1.1. How does your tree inventory tie to the project?

The City does have an existing Tree Inventory dating back to 2009. This project will tie into our tree inventory by comparing the older data and new Tree Inventory data to see how trees have aged, what trees are in need of maintenance now and which ones need managed and how into the future. Up-to-date Tree Inventories provide the data needed to project specific levels of funding that will be necessary for tree maintenance and planting over a multi year period. With accurate, up-to-date data, the tasks and associated costs can be clearly spelled out and supported by detailed lists.

5.1.2. Upload your Tree Inventory

[TREE_INVENTORY_4-6-2009.xls](#)

5.2. Do you have an urban forest management plan?

Yes

5.2.1. How does your urban forest management plan tie into the project?

This project will continue to foster a safe and resilient urban canopy that can be better adaptive to climate change in the years to come. With continued focus on tree health, it will benefit all community members with an Urban landscape that is not only healthy and beautiful but safe as well. It will also serve as a guide for making informed choices that will match inventory goals with needs and resources.

5.2.2. Upload your Urban Forest Management Plan.

5.2.3. Is the community the organization is representing a Tree City USA?

Yes

6. Federal & State Program Goals

6.1. How does your project align with the state and federal program goals? Choose all that apply.

7. Increase the biodiversity, health and resilience of trees in urban and community forests through best maintenance and management practices.
2. Climate change mitigation and adaptation.
5. Promote urban forestry planning and tree management plans including broadening community engagement.

6.1.2. Explain how the project advances climate change mitigation and adaptation.

This project will help advance climate change mitigation and adaption by supplying the City with a more comprehensive in-depth Tree Inventory that will help us access impacts and vulnerability so we can properly respond with the best management practices both near and long term. Urban Forests more than ever are vulnerable to changes in climate and in need of robust strategies to adapt to those changes.

6.1.5. Explain how the project promotes urban forestry planning and tree management plans, including broadening community engagement.

This Tree Inventory project promotes urban forestry planning and tree management plans by providing essential data about our urban forest such as tree species, health, location and maintenance needs present and long-term. Assessment of this inventory can help us prioritize actions such as pruning, removal and planting both in our boulevards and parks. This project will also help broaden community engagement by involving our citizens more through tree planting events such as Arbor Day, and educational programs that will in-turn foster a sense of ownership and pride in our urban forest.

6.1.7. Explain how the project increases the biodiversity, health and resilience of trees in urban and community forests through best maintenance and management practices.

The City of Columbia Falls Tree Inventory project will help improve the health and resiliency of the existing trees through selective maintenance and will help clear the way for a more diverse, resilient tree species that will provide a beautiful and safe urban canopy in the City right-of-ways and boulevard areas. This project will help Columbia Falls with the Urban Forestry Program that has been developed over the last 15 years to continue to provide a healthy and safe urban forest for community members for years to come.

7. Project Personnel

7.1. List the Project Personnel

I would like to use the provided table for my project personnel information.

7.1.1. Provided Project Personnel Table

Project Personnell List.xlsx

Name	Title/Qualification	Project Role	Level of Involvement
Susan Nicosia	City Manager	Oversight	Medium
Chris Hanley	Public Works Director	Project Manager/Oversight	High
Nathan Riley	Public Works-Parks Lead	Supervision	High
Caleb Sobczak	Public Works Clerk/GIS Tech	Data Mapping/GIS Inventory	High
Alexis Armstrong	Program Support Technician	Assistance Specialist	Medium
Hannah Payne	Urban Forester	Assistance	Medium
Holly McKenzie	DNRC Service Forester	Assistance Specialist	Medium

--	--	--	--

In Process

7.2. Supplemental Information - Project Personnel Narrative. If desired, use this space to explain or expand on the Personnel information.	Chris Hanley, Director of Public Works will be the project manager project with help from our Volunteer Tree Board which consists of 5 individuals with a vast array of skills, who are qualified, employed or engaged in various aspects of landscape or forestry management industries. Chris Hanley, Public Works Director, is the City's liaison to the Tree Board. Supervision will be Parks Lead Nathan Riley who holds a Bachelor's degree in Forestry from the University of Montana. Mr. Riley is also a member of AMTOPP and is extending his knowledge of urban tree management. Caleb Sobczak the City's Public Works Clerk/GIS Technician will aid in the GIS/Data mapping of the new Tree Inventory in which he has extensive knowledge of.
--	---

8. Leveraging Local Support and Outreach

8.1. List local groups and people supporting the project with in-kind contributions and volunteering time.	I would like to use the provided table for my Leveraging Local Support and Outreach information.
--	--

8.1.1. Provided table for Leveraging Local Support and Outreach.

[Leveraging Support List.xlsx](#)

8.2. Supplemental Information - Leveraging Support Narrative. If desired, use this space to explain or expand on the Leveraging Support List.	The City will utilize a licensed professional contractor, selected pursuant to City and DNRC requirements, for the in-depth inventory of trees for this project to ensure safety in the public right of way. With the use of these trained contractors, the City can be assured that the trees are being properly accessed to ensure that best practices will be implemented in the best management practices for present and future goals. We will be reaching out to experienced contractors to submit quotes for the project. Our City Council fully supports the Urban Forestry Program and as indicated in the budget we have funds in excess of the required \$2 per capita for the program.
---	--

9. Project Work Plan and Schedule

9.1. Outline the Project Work Plan and Schedule	I would like to use the provided table for my Project Work Plan and Schedule.
---	---

9.1.1. Provided Table for Work Plan and Schedule

[TableTemplate.xlsx](#)

Appendix B
Leveraging Local Support and Outreach

Item No.5.

Partner Organization Name	Activities/Effort
Columbia Falls Volunteer Tree Board DNRC	Urban Forest Master Plan, Arbor Day Celebration planning Assistance in Tree Management

Volunteers	Activities/Efforts
No volunteers will not be utilized this work requires a professional tree service to complete this in-depth inventory.	

In Process

Task	Start Date	End Date
Select contractor/issue contract	May 2024	June 2024
Contractor completes tree assessment/inventory	June 2024	October 2024
Complete GIS Tree Inventory Mapping	October 2024	January 2025
Tree Board/City complete Tree Master Plan based on Tree Inventory	February 2025	June 2025

In Process

Item No.5.

9.2. Supplemental Information - Project Work Plan and Schedule Narrative. If desired, use this space to explain or expand on the Project Plan and Schedule.

This project's work area will be all within the City's right-of-way so and scheduling will not be a problem. Following a complete Tree Inventory the City has the tools necessary to create a Master Tree Plan. This will further establish the commitment of the City to managing our urban forest. This will include but not limited to the planning of future trees, open space management and enhancement and protecting existing green spaces. The plan will reflect our goals established by the tree board, City council and should address selection, placement, planting, maintenance and replacement of our community trees. It may also address administrative, policy and budgeting needs. City crews will continue to evaluate tree canopy health for the trees involved with this project within the right-of-ways. With this project the inventory can be used as the basis for tracking the individual work history for each tree. This will help with determining when a tree is near the end of its useful life and supplying data that can be used to evaluate each species performance in our urban landscape. Long-term management issues such as prioritizing maintenance, preserving species diversity, and training young trees (boulevard trees) can be readily addressed.

9.3. Does your project include tree planting?

No

In Process

9.4. Does your project include a tree planting cost-share program?

No

10. Project Monitoring and Effectiveness

10.1. Describe how your project will meet the needs of and specifically benefit the disadvantaged community and population where the project is located. Outline long-term results, outputs and deliverables.

The City's Tree Inventory project will benefit the disadvantaged communities in several ways. First it will help us better maintain our urban canopy to help provide a reduction in air pollution, provide shade and contribute to overall well-being. Trees also enhance property values, attract business, and stimulate economic growth. Urban forests such as our parks aim to ensure that all members of the community, regardless of socioeconomic status have access to trees and green spaces for both better physical and mental health. A better managed urban forest will help reduce the heat in those areas that often face higher temperatures due to lack of green space, this can help alleviate this disparity. Well maintained urban forests can also deter criminal activity by enhancing community pride and involvement. With this up-to-date comprehensive Tree Inventory the City will have the road map necessary to the establishment, protection and species management that will address the current and future needs of the community. Tree Inventories are also great educational tools. Data maps, individual trees and up-to-date tree management plans can be shared through the City's website. In doing this the community can gain a better understanding of the urban forests and its management thus becoming more willing to provide support.

10.2. Describe any potential challenges that could impact the project.

A potential challenge is the availability of professional licensed contractors. The Flathead Valley has grown over the last few years and the demand for such services has obviously increased. However, I feel with the amount of work the City has done with these specialized contractors over the years ultimately one can be found and hired for this project. I will get to requesting quotes as soon as full or partial funding has been obtained. Should grant funding not match full request a project such as this could still move forward and provide a start to overall project goals. I will continue to work with the DNRC to help us find qualified specialized contractors that would be needed for an in-depth comprehensive tree inventory such as this. To my understanding a list of qualified contractors for a project such as this is being compiled now and will soon be available to the City.

11. Budget

Check "More Information" to learn about direct and indirect costs.

More Information

Direct costs are those that are directly and only related to a project. For example: the hours that the organizations forester spends on a particular project, similarly the miles that are driven by the forester to the project location. If a mailing is part of the project, the cost of printing, envelopes and stamps are considered direct costs. Indirect costs are those that are not directly and only related to a specific project but are spread across the entire organization or several projects. Examples are: rent for the office, the electric bill for the organization. Salary/wages/benefits can be assessed to indirect costs as well, such as an accountant who handles the accounting for the entire organization and does not track how their hours are spent. Indirect costs are not itemized but are instead paid at a percentage of the Total Grant/Award Amount. Organizations can negotiate a rate with the federal government if they are directly awarded federal funds. This is called a Negotiated Indirect Cost Rate Agreement (NICRA.) Organizations with a NICRA are eligible to request their full percentage rate for any award that comes from federal funds. They can request a smaller rate, but never more than the NICRA. Organizations without a NICRA are eligible to request Indirect Costs at the de minimis rate of 10%. You can request less than 10% but unless you have a NICRA, you cannot request more than 10%.

11.1. Are you requesting indirect costs for this project?

No

Budget Table Instructions IRA Funds- No Match Required 1. Download the Project Budget Table Worksheet. 2. Save the budget table worksheet to your local drive. 3. Complete your budget. Use only numbers in the columns. For example, do not use "/hour" or "per hour", it will cause the formulas to fail. 4. Upload completed budget table worksheet below. Rows and columns of the budget table worksheet should tabulate for you. However, please review your math and totals.

11.2. Upload Completed Project Budget Table

[USE_Submittable_UCF_Budget_IRA_Grant_Tree_Inventory_Project.xlsx](#)

11.3. Total Funds Requested. 40800.0

12. Supporting Documentation

12.1. Supplemental Information - Upload any supporting documentation you would like included in the application.

- [IMG_0276.jpg](#)
- [IMG_0278003.jpg](#)
- [IMG_0274.jpg](#)
- [IMG_0279003.jpg](#)
- [City_of_Columbia_Falls_-_Tree_Inventory_Benefit.pdf](#)

13. Certification and Authorization to Sign

13.1. Certification and Authority to Sign Yes, I am authorized to sign this application on behalf of the organization I represent.

13.1.1. Federal Funding Certification Statement Susan M. Nicosia

Appendix B

Item No.5.

Provide Organization Name ->	Columbia Falls Tree Inventory Project		Cost Breakdown (must equal Total Cost for each line item)		
Personnel Expenses by Position (Salaries/Wages/Benefits)	Quantity	Hourly Rate or Piece Rate	Total Cost	Funds Requested	Match Provided (Cash/ In-Kind)
			\$ -		
			\$ -		
			\$ -		
			\$ -		
			\$ -		
			\$ -		
			\$ -		
TOTALS ->			\$ -	\$ -	\$ -
Operating Expenditures (Travel, Supplies, Rentals, Etc.)	Quantity	Hourly Rate or Piece Rate	Total Cost	Funds Requested	Match Provided (Cash/ In-Kind)
			\$ -		
			\$ -		
			\$ -		
			\$ -		
			\$ -		
			\$ -		
			\$ -		
			\$ -		
			\$ -		
			\$ -		
			\$ -		
			\$ -		
			\$ -		
			\$ -		
TOTALS ->			\$ -	\$ -	\$ -
Contracted Professional Services	Quantity	Hourly Rate or Piece Rate	Total Cost	Funds Requested	Match Provided (Cash/ In-Kind)
Professional Tree Inventory	3400	\$12	\$ 40,800.00	\$ 40,800.00	\$ -
			\$ -		\$ -
			\$ -		
			\$ -		
			\$ -		
			\$ -		
			\$ -		
TOTALS ->			\$ 40,800.00	\$ 40,800.00	\$ -
Total for Direct Cost Categories Funds Requested			TOTALS ->	\$ 40,800.00	
Indirect Costs	Rate (%)			Indirect Funds Requested	
Add Indirect Cost Rate Here->		TOTAL ->		\$ -	
Total Funds Requested from DNRC (Direct + Indirect)				\$ 40,800.00	
Total Match Provided					\$ -
Total Project Cost					\$ 40,800.00

Appendix B

Item No.5.

The following documents for UCF-24-312_ColumbiaFalls are on file at DNRC:

City Map Imagery

City of Columbia Falls Tree Inventory Project

Tree Inventory

City of Columbia Falls Urban Forest Master Plan

City of Columbia Falls Tree Inventory Benefit

Photos:

IMG_0276

IMG_0278003

IMG_0274

IMG_0279003

In Process

Appendix C

Item No.5.

Provide Organization Name ->	Columbia Falls Tree Inventory Project		Cost Breakdown (must equal Total Cost for each line item)		
Personnel Expenses by Position (Salaries/Wages/Benefits)	Quantity	Hourly Rate or Piece Rate	Total Cost	Funds Requested	Match Provided (Cash/ In-Kind)
			\$ -		
			\$ -		
			\$ -		
			\$ -		
			\$ -		
			\$ -		
			\$ -		
TOTALS ->			\$ -	\$ -	\$ -
Operating Expenditures (Travel, Supplies, Rentals, Etc.)	Quantity	Hourly Rate or Piece Rate	Total Cost	Funds Requested	Match Provided (Cash/ In-Kind)
			\$ -		
			\$ -		
			\$ -		
			\$ -		
			\$ -		
			\$ -		
			\$ -		
			\$ -		
			\$ -		
			\$ -		
			\$ -		
			\$ -		
			\$ -		
TOTALS ->			\$ -	\$ -	\$ -
Contracted Professional Services	Quantity	Hourly Rate or Piece Rate	Total Cost	Funds Requested	Match Provided (Cash/ In-Kind)
Professional Tree Inventory	3400		\$ 21,000.00	\$ 21,000.00	\$ -
limited by available funding,			\$ -		\$ -
scope of work to be adjusted			\$ -		
accordingly			\$ -		
			\$ -		
			\$ -		
			\$ -		
TOTALS ->			\$ 21,000.00	\$ 21,000.00	\$ -
Total for Direct Cost Categories Funds Requested			TOTALS ->	\$ 21,000.00	
Indirect Costs	Rate (%)			Indirect Funds Requested	
Add Indirect Cost Rate Here->		TOTAL ->		\$ -	
Total Funds Requested from DNRC (Direct + Indirect)				\$ 21,000.00	
Total Match Provided					\$ -
Total Project Cost					\$ 21,000.00

Additional Requirements to Proposal**Montana DNRC Tree Inventory Specifications**

In addition to the specifications in Appendix B, and Appendix C the following must be completed:

1. Spatial inventory data collected with Inflation Reduction Act funding must be submitted to and reviewed by the DNRC for reimbursement to occur. Accepted data formats include ArcGIS shapefiles, geodatabases, or Excel spreadsheet.
2. The recommended fields and attributes listed below are considered the minimum inventory information to be gathered. It is highly recommended that contractors follow this format to ensure compatibility with the statewide inventory system. Additional fields (optional/grayed) may be collected based on individual communities' needs.

MTDNRC Statewide Database (TreeKeeper [TK]) data field definitions (January 2022)

Field Name	Attribute Values
Recommended Fields	
Inventory Date	Date record was collected, formatted: MM/DD/YYYY
Scientific name	Genus and species For unknowns use: BDL - Broadleaf Deciduous Large BDM - Broadleaf Deciduous Medium BDS - Broadleaf Deciduous Small BEL - Broadleaf Evergreen Large BEM - Broadleaf Evergreen Medium BES - Broadleaf Evergreen Small CEL - Conifer Evergreen Large CEM - Conifer Evergreen Medium CES - Conifer Evergreen Small
Surveyor	Surveyor name to be added to TK Surveyor list
Community	Value from Community list
Feature Type	Tree Planting Site Stump Removal Site
DBH - Diameter at breast height in inches See*1	Number- may be to one decimal place but no more. (If multi-stem from base enter 999, then add the number of stems/trunks and individual stem dbhs to the Comments Field, separated by commas- i.e.: 3 stems 3,4,5). Back in office, sort on 999s; to determine dbh use the formula: square root of the sum of the dbhs squared [dbh = sq rt (3 ² +4 ² +5 ²) = sq rt (9+16+25) = sq rt 50 = 7.1"]. If multi-stem above base, but below dbh, measure at narrowest location below dbh.
Land Use - Type of land use of the property adjacent to the right of way	Single-family residential Multi-family residential (duplex, apartments, condos) Small commercial (minimart, retail, etc.) Industrial/large commercial Park (Greenbelts, park) Vacant Other (agricultural, riparian areas, etc.) Church School Cemetery Parking lot Municipal

Field Name	Attribute Values
Site Type - Description of the growing space of the tree	Planting strip (ROW between street and private property, same as Boulevard in some inventories) Front yard Cutout Median Other maintained Other unmaintained Inside fence Side yard
Maintenance Recommendations See *2	None Small tree (immediate) Small tree (routine) Large tree (immediate) Large tree (routine) Critical concern (public safety)
Maintenance Task1	None Adjust tree cage Crown cleaning Crown raising Crown reduction or thinning Monitor Plant tree Protect from animal/equipment damage Removal Remove stakes, tree cage or trunk guard Stake/Train Stump removal Treat pest/disease Water (If multiple maintenance tasks, enter highest priority in MaintenanceTask1 and lower priority in MaintenanceTask2. Additional tasks can be entered in Comments.)
Maintenance Task2	Same as Maintenance Task1- field repeated so that more tasks may be documented.
Defects1	None Trunk scar/cat face Trunk cavity Multi-stem Included bark Frost crack Sunscauld Girdling/exposed roots Dieback Lean > 15 Chemical/salt Animal or equipment damage Hail damage Epicormic branching Multi-stem Topped Utility damage (If multiple defects, enter highest priority in Defects1 and lower priority in Defects2. Additional defects can be entered in Comments.)
Defects2	Same as Defects1- field repeated so that more defects may be documented.

Field Name	Attribute Values
Insect/Disease Stress	None Bark beetles Canker (Cytospora, other) Chlorosis Cone/tip beetles Conks Defoliators Galls Mushrooms on ground Scale or sapsucking insects Slime flux Witches broom Wood boring insect Dutch elm disease Viral infection
Condition Wood - Describes tree's structural health, some use this as overall condition of tree and do not collect Condition Leaves. See *3	Dead or dying Poor Fair Good
Condition Leaves - Describes the health of the tree canopy See *4	Dead or dying Poor Fair Good
Comments	Any comments, extra defects, maintenance tasks, species identification questions, number and location of pictures taken, owner comments, etc. Multi-stem dbhs entered here.
X	Statewide Treekeeper needs Longitude value
Y	Statewide Treekeeper needs Latitude value
Optional Fields	
Street Name	Street name in capital letters (request Treekeeper street list from DNRC)
Address	House/Building Number
Source - funding source for newly planted tree	Cost share tree, Property/business owner, Arbor Day tree, Grant, Memorial tree, Tree Board, Volunteer, Other (and use Comments field to describe)
Side - What side of building is the site/tree on?	Front, Side-Left, Side-Right, Rear
LocationNo - Number/ location of tree/planting space/stump site.	Looking at front of house – number of tree position starting from left to right, looking at side of house – number starting from front to back. Usually 1 to 4, but can be more.
Sidewalk Damage	0 0 - ¾" ¾ - 1 ½" >1 ½"
Wire Conflict - Hi voltage line conflicts or potential conflicts	No lines Present and conflicting Present and potential conflict Present and no potential conflict
Zone	Depends on town- may be numbered Zones 1- 6, or park names, wards, golf course, cemetery, fairgrounds or other.

Some Definitions of Attributes/Values

*1 DBH

A challenging issue that recurs in every inventory is the process of determining DBH for a tree with multiple trunks. DNRC has elected to use the methods described by Phytosphere Research when measuring multiple trunk trees: <http://www.phytosphere.com/treeord/measuringdbh.htm#6>. Measure the DBH of each trunk separately at 4.5 ft. The DBH for the tree is found by taking the square root of the sum of all squared stem DBHs. For example, a tree is multi-trunked with 3 DBHs: 3", 4", 5". $DBH = \sqrt{3^2 + 4^2 + 5^2}$, $DBH = \sqrt{9 + 16 + 25} = \sqrt{50} = 7.1"$. Record "999" initially in DBH field. Then record all 3 DBHs in Comments Field (i.e. enter: "3 trunks- 3", 4" and 5"). Record 7.1 in DBH field in the office after field data collection. Please use this method to maintain consistency across all communities.

*2 Maintenance Recommendation

None – Tree does not need immediate or routine maintenance.

Small tree (routine) – Tree is less than 15 ft. tall or < 4 in. DBH and in need of maintenance; health or longevity of tree is not compromised by deferring maintenance for up to five years.

Small tree (immediate) – Tree is less than 15 ft. tall or < 4 in. DBH and in need of maintenance; deferring maintenance beyond one year would compromise health or longevity of tree.

Large tree (routine) – Tree is more than 15 ft. tall or > 4 in. DBH and in need of maintenance; health or longevity of tree is not compromised by deferring maintenance for up to five years.

Large tree (immediate) – Tree is more than 15 ft. tall or > 4 in. DBH and in need of maintenance; deferring maintenance beyond one year would compromise health or longevity of tree.

Critical concern (public safety) – Tree should be inspected without delay, and conceivably poses an immediate threat to public safety.

*3 Condition Wood

Dead or Dying – ≤ 10% of the trees overall wood is alive. There is little hope for saving the tree, or it is currently dead.

Poor – any of the following:

Dieback of 50% to 90% of small branches;

3 or more major branches dead and priority pruning is required;

50% to 90% of trunk circumference dead, decayed, and/or hollow.

Fair – any of the following:

Dieback 15-50% of small branches;

1 or 2 large branches dead;

15-50% of trunk circumference dead;

Fruiting bodies may be present. The tree may be suffering from one or more defects which pose a threat to the trees long-term health but can be readily treated.

Good – > 85% of the wood is alive, and > 85% of the trunk circumference has bark. Overall the tree is in good health with no defects which will affect the trees long-term health. Form is characteristic of the species.

*4 Condition Leaves

Dead or Dying – Dead, or ≤ 10% of the leaves present, or if more present ≥ 90% greatly reduced in size, diseased, or chlorotic.

Poor – 50% to 90% of the leaves absent, or if present, 50% to 90% reduced in size, diseased, or chlorotic.

Fair – 50% to 85% of the leaves appear healthy and are present, ≤ 50% of the leaves of the leaves absent, reduced in size, diseased, or chlorotic.

Good – ≥ 85% of the leaves appear healthy, ≤ 15% reduced in size, diseased or chlorotic.

Appendix E

Item No.5.

Request for Disbursement of Grant/Subaward Funds DNRC Financial Report



Organization Name:

Agreement #:

☐ Request for Reimbursement or

☐ Request for Advance

Total Award Amount: \$

Funds Previously Requested: \$

Period Covered by this Request – From Date:

To Date:

Award Share – REQUEST this Period

DNRC validates category spending with each request. Overspending a category budget may delay payment.

<u>Employee Time</u> : salary/wages/benefits	\$
Operating Expenses	\$
Payments to Landowners (Beneficiaries)	\$
Contracted Services (incl. Contractor Time)	\$
Subtotal – Direct Costs	\$
Indirect Costs	\$
Total Request Amount	\$

Recipient Share – MATCH this Period
☐ No Match Required

<u>Employee Time</u> : salary/wages/benefits	\$
Operating Expenses	\$
Landowner Contributions	\$
Contracted Services (incl. Contractor Time)	\$
Other (explain in Remarks section below)	\$
Total Match Amount	\$

Program Income Earned: \$

Award Balance after this Request: \$

Remarks:

Authorized Certifying Official: I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812.

Name:

Title:

Email:

Signature:

Date:

UCF PD/IRA Biannual Report Worksheet

The intent of this worksheet is to provide a preview of information that will be required on the report. Do not submit this worksheet as a report. Reports must be submitted on the Submittable platform.

Your Name, Organization Name

Agreement # UCF-XX-XXX

Reporting Period: __January 1 - June 30, __July 1 - December 31

Year

Project Status:

Estimated percentage of project complete.

Are you experiencing any delays or issues that are affecting the implementation of the project?
If yes, explain issue and remedies.

Deliverables and metrics accomplished during this reporting period:

Where did project work take place? List all locations where project work took place with an address, park name, or area description.

Be prepared to provide data for the following if part of your project:

How many total trees were planted at all project locations?

Was species diversity increased? Y/N If yes, how?

How many total trees were pruned or removed?

Was the wood utilized in some way, mulch etc.? Y/N If yes, describe use.

How many volunteer hours were worked?

Upload volunteer time tracking data

Workforce Development accomplished during this reporting period:

Were trainings offered? Y/N

How many people participated?

How many jobs or equivalent FTE were created or maintained because of this project?

Please share any media coverage, social media posts, and any stories, videos, or photos.

Narrative space for stories, URL's, and links.

Upload space for photos and videos

6/17/2024

To: Mayor & Council

From: City Manager Susan Nicosia
Finance Director Shawn Bates

Re: Utility Account Write-Off's - Bad Debt

Please authorize these accounts to be written off as Bad Debt Expense:

Sands, Kathryn & Ron Evenson	00621-10	\$	52.00	Property sold
Weaver, Brendon	00822-05	\$	26.29	Property sold
Camp, Rachel & David	02862-02	\$	19.35	Property sold
GCR Tire Centers	04640-01	\$	25.42	Business Transferred
Flink, Jessica	08161.03-19	\$	19.97	Former Tenant
Pennington, Bruce	09052.01	\$	39.71	Property sold
HR Restaurants, L.C.	03180.00-05	\$	547.83	Bankruptcy
HR Restaurants, L.C.	03180.01-04	\$	93.00	Bankruptcy
Total		\$	823.57	

These balances are all owed by owners or former owners and collection efforts have been initiated, however current collection is not assured. These accounts are over 120 days old.

Council must authorize the recording of Bad Debt Expense.

NOTICE OF PUBLIC HEARINGS

NOTICE IS HEREBY GIVEN, that the City Council of the City of Columbia Falls, Montana, will hold public hearings beginning on June 17, 2024 at 7:00 p.m. in the Columbia Falls City Hall, 130-6th Street West, Columbia Falls, Montana, for the following purposes:

Preliminary Budget

Presentation and consideration of the preliminary budget for fiscal year beginning July 1, 2024 and ending June 30, 2025 will begin on June 17, 2024 and will be continued until final adoption of the budget after receiving the certified taxable valuation in August. City Council will review various departments and funds at each hearing until the budget has been presented in its entirety.

Special Assessments

Consideration of the adoption of the proposed Street Lighting District and Street Maintenance District assessments for FY2024/2025. Council will hear any objections to the final adoption of the resolution levying special assessments for FY 2024/2025. Special Assessments are estimated as follows:

Street Lighting District	\$ 30,049 (no change)
Street Maintenance District	\$346,500 (5.0% increase)

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

Permissive Medical Levy

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

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

DATED THIS 3rd DAY OF JUNE, 2024

s/Barb Staalnd, City Clerk

Publish: Sunday June 9th and Sunday June 16th

June 17, 2024

To: Mayor & Council

From: City Manager Nicosia/Fire Chief Weeks

RE: Pumper/Rescue Apparatus Purchase – Final Approval

In January, the City and Rural Fire District voted to take advantage of a Sourcewell contract providing for a 19% cost savings in addition to a “cash price” savings offered by the vendor.

The City and the Rural District have an inter-local agreement whereby the share in the cost of the purchase of any joint-use apparatus using the following formula:

Distribution:

50% Call Count			\$	392,500.00
Rural	223	57%	\$	224,429.49
City	167	43%	\$	168,070.51
Total Calls	390			

50% Taxable Value (state per mill)			\$	392,500.00
Rural	24,458.54	67%	\$	263,100.17
City	12,029.38	33%	\$	129,399.83
Total Taxable Value	36,487.92			

Rural Share	62%	\$	487,529.66
City Share	38%	\$	297,470.34
Total		\$	<u>785,000.00</u>

The City Council has reserved \$155,684 in the Resort Tax Fund for public safety. Additionally, the council may approve an internal loan from the Cedar Creek Trust for the remaining balance, \$141,786. However, the City can surplus the vehicles being replaced (Rescue and Engine) and use those funds to pay off or offset any loan. The loan meets the allowable statutory limits for incurring debt without a vote.

Council Action Requested: Approve the purchase of the apparatus, \$785,000, City share - \$297,470 and Rural Share - \$487,530. The City will use the \$155,684 reserved in the Resort Tax Fund for this purchase and authorize a loan from the Cedar Creek Trust for the \$141,786 balance (See Resolutions for required budget amendments/loan authorization).



APPARATUS SALES AGREEMENT

This Apparatus Sales Agreement (“**Agreement**”) sets forth the terms and conditions under which HME, INC., a Michigan corporation of 1950 Byron Center Ave., Wyoming, Michigan 49519 (“**HME**”) will sell an apparatus as further identified on *Schedule A* (“**Apparatus**”) to the following buyer (“**Buyer**”) and Buyer will purchase the Apparatus.

Buyer:

City of Columbia Falls		
(Name of Buyer)		
130 6 th Street West		
(Street)		
Columbia Falls	MT	59901
(City)	State	Zip)
Attention: Karl Weeks, Fire Chief		
Telephone No. 406-892-3911 Office		
E-mail Address: cffire@cityofcolumbiafalls.com		

This Agreement is comprised of this Signature Page, the attached *Schedule A*, and the attached General Terms and Conditions.

The parties have executed this Agreement as of the last dated signature below.

HME, INC.

By: _____ (Signature)	_____ (Type or Print Buyer's Name)
_____ (Type or Print Individual's Name)	_____ (Type or Print Individual's Name)
Its: _____ (Type or Print Individual's Title)	Its: _____ (Type or Print Individual's Title)
Date: _____	Date: _____

SIGNATURE PAGE

29963162

SCHEDULE A

APPARATUS INFORMATION

Apparatus Type:	Rescue Pumper
Date of Specifications:	
Price:	\$821,558.00 (includes Sourcewell) + \$4,520.00 Performance Bond Prepay discount* of \$41,078.00 if paid in full at time of order receipt at HME. Total due at signing - \$785,000.00 *Discount does not apply to performance bonds
Pre-Construction Conference Date: (if needed)	To be scheduled prior to July 20, 2024 (target 2nd or 3rd week of July 2024)
Expected Delivery Date:	March 28, 2025
Additional Terms:	

GENERAL TERMS AND CONDITIONS

1. Change Orders.

(a) Subject to the limitation below, for a period of 8 weeks after the execution of this Agreement HME agrees to review and respond to requested changes to the Apparatus by Buyer upon Buyer submission of a written change request describing the exact nature of the changes requested. HME will review such a request and advise Buyer of any changes to the price for the Apparatus and the delivery schedule for the Apparatus caused by the requested changes. If Buyer and HME agree to the changes, including the changes, if any, to the price and delivery date, then HME and Buyer will execute a change order setting for the terms of the changes.

(b) Buyer may not request changes in major components, Apparatus configuration, or other changes that may change the major components or configuration of the Apparatus, (e.g.: engine, transmission, axles, water tank, body, or fire pump).

2. Alternative Components. If HME is not able to obtain specific brand name components (“**Named Components**”) set forth in the specifications identified on **Schedule A** (“**Specifications**”) or if waiting for such Named Components will cause a delay in construction or delivery of the Apparatus, HME will notify Buyer of the delay. HME agrees to make reasonable efforts to locate alternative sources of the Named Components provided HME will have no liability for any delay caused by issues in obtaining the Named Components. HME will not substitute a Named Component without the consent of Buyer. HME has the right to substitute raw materials and other components, excluding the Named Components, identified in the Specifications that do not affect the overall appearance or function of the Apparatus.

3. Delivery, Inspection, Title and Risk of Loss.

(a) HME agrees the Apparatus will be ready for delivery by the expected delivery date set forth in **Schedule A** (“**Delivery Date**”). The Delivery Date assumes that (i) Buyer has paid for the Apparatus according to this Agreement; (ii) if a pre-construction conference date is set forth in **Schedule A** that such conference is satisfactorily completed by both parties; and (iii) that no changes have been requested to the Specifications. If any of these conditions are not satisfied, the Delivery Date may be extended by HME.

(b) Unless otherwise specified on **Schedule A**, delivery of the Apparatus shall be EXW (Incoterms 2020) HME’s facility in Wyoming, Michigan. HME will provide Buyer with a notice of when the Apparatus is ready for delivery.

(c) Buyer agrees to inspect the Apparatus and remove the Apparatus from HME’s facility within seven days of notice from HME that the Apparatus is ready for delivery.

(d) Title and risk of loss for the Apparatus shall pass to Buyer upon Buyer’s subsequent acceptance of the Apparatus from an HME’s representative dealership in Kalispell, Montana.

4. Force Majeure. HME is not liable for unforeseeable penalties or delays due to strikes, failures to obtain materials, fires, accidents, force majeure, or any other causes beyond HME’s reasonable control, including, without limitation, (a) acts of God; (b) flood, fire, earthquake, other potential disaster(s) or catastrophe(s), such as epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; and (f) national or regional emergency; and (g) industrial disturbances.

5. Price and Payment.

(a) Subject to any changes as agreed to by Buyer and HME under the terms of this Agreement, the price for the Apparatus is set forth on **Schedule A** (“**Price**”). The Price is in U.S. dollars, and does not

include any taxes, freight, duty, tariffs, assessments or similar charges, which shall be Buyer's sole responsibility and liability.

(b) Unless otherwise specified on **Schedule A**, Buyer shall pay the Price in full, less any applicable discounts, upon the execution of this Agreement and prior to the start of construction. Unless otherwise specified on **Schedule A**, the Apparatus will not leave HME's facility until payment has been received in full for the Apparatus. All payments shall be in U.S. currency. HME reserves the right to assess finance charges on any past due amounts at the rate of 1.5% per month or the maximum amount permitted by applicable law, whichever is less. HME shall be entitled to recover its reasonable attorney fees and costs incurred in connection with collection of any past due amounts owing under this Agreement. If HME fails to produce the Apparatus, then Buyer shall have the right to recover its reasonable attorney fees and costs incurred under this Agreement.

(c) HME will not accept any payment made to HME's sales representatives. All payments of the Price will be made exclusively to HME at 1950 Byron Center Avenue, Wyoming, Michigan 49519, Attention: Accounts Receivable.

6. **Warranty.** HME's exclusive warranty for the Apparatus is set forth in the Specifications.

7. **Use of Equipment; Indemnification.** Buyer agrees that the Apparatus shall be used (a) strictly in accordance with all user manuals and written instructions provided by HME; (b) in accordance with all applicable laws, regulations and requirements; and (c) in a proper manner. Buyer agrees that none of the safety guards or other safety aspects of the Apparatus will be removed, altered or bypassed. Buyer agrees to indemnify and hold HME harmless from and against all claims, damages and liabilities (including reasonable attorney fees and costs) arising out of or related to (i) any improper use or misuse of the Apparatus; (ii) any breach by Buyer of any of its obligations in this paragraph; or (iii) any negligence, willful misconduct or other wrongful act or omission by Buyer, its employees or anyone under Buyer's control. Correspondingly HME agrees to indemnify and hold Buyer harmless from and against all claims, damages and liabilities (including reasonable attorney fees and costs) arising out of or related to any breach by HME of any of its obligations under this Agreement.

8. **Limitation on Damages.**

(a) EXCEPT AS SET FORTH IN THE SPECIFICATIONS, HME DOES NOT MAKE ANY WARRANTY AS TO THE APPARATUS AND, IN PARTICULAR, DOES NOT MAKE ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND BUYER IS SOLELY RESPONSIBLE FOR DETERMINING THE PROPER APPLICATION AND USE OF THE APPARATUS. HME shall not be liable for consequential, incidental, special, exemplary, indirect or punitive damages arising from any product defect, delay, nondelivery, recall or other breach. Buyer shall not have any right of rejection or of revocation of acceptance of the Apparatus.

(b) IN ADDITION TO THE LIMITATIONS IN THE PRECEDING CLAUSE, HME'S TOTAL LIABILITY UNDER THIS AGREEMENT OR RELATED TO THE APPARATUS SHALL NOT EXCEED THE COST OF PROVIDING REPLACEMENT ITEMS OF THE APPARATUS FOR THOSE ITEMS OF APPARATUS NOT COMPLYING WITH THE TERMS OF THIS AGREEMENT OR, AT HME'S ELECTION, TO THE REFUND OR CREDITING TO BUYER OF THE AMOUNT EQUAL TO THE PRICE PAID BY BUYER FOR THE APPARATUS.

9. **Permits and Compliance.** HME is not responsible for obtaining any permit, inspection or license that is required for the operation of the Apparatus or placing the Apparatus in service in a particular jurisdiction. Except as set forth in the Specifications, HME does not make any promise or representation that the Apparatus will conform to any law, ordinance, regulation, code or standard.

10. **Intellectual Property and Confidentiality.** All inventions (whether or not patentable), devices, technologies, ideas, improvements, processes, systems, software and other works and matters that HME creates or develops in the course of HME's design, development or manufacture of the Apparatus and all drawings and

specifications that HME provides to Buyer ("**Intellectual Property**") shall be HME's sole property, and Buyer assigns, and agrees to assign, to HME all right, title and interest that Buyer now has or in the future acquires in the Intellectual Property. Buyer shall not disclose or use any of the Intellectual Property or any information about HME's business, operations or activities, except to the extent necessary for Buyer to use the Apparatus.

11. **Cancellation.** Buyer does not have any right to cancel its agreement to buy the Apparatus from HME unless HME increases the Price. HME has the right to terminate this Agreement by providing notice to Buyer upon the occurrence of any events described in the paragraph titled "Force Majeure" or if HME is unable to obtain raw materials or components for the Apparatus in a timely or reasonable manner or otherwise produce the Apparatus. Upon termination of this Agreement, Buyer shall deliver to HME all materials relating to the Apparatus including, without limitation, all diagrams, drawings, blueprints, memoranda, specifications, and related documents. Buyer shall not retain any photocopies or other facsimiles of any of the materials. Upon termination of this Agreement, HME shall, within fifteen days of notice of such termination, refund to Buyer any and all amounts paid to HME for the Apparatus (including any additional amounts for such things as delivery, inspection, titling, or administrative fees or taxes) less any amounts paid by HME to a third party for any equipment or materials that HME cannot use or return in which case HME will provide such equipment or materials to Buyer.

12. **Tag-On / Additional Orders.** Upon the written consent of HME and Buyer, the terms of this Agreement may be extended to Buyer and similar agencies for the purchase of a similar Apparatus under similar terms for a period of one (1) year from the date of the execution of this Agreement. HME may adjust the Price to account for equitable Price adjustments associated with the change in the cost of the materials used to produce the Apparatus. Such adjustments will be based upon the Producer Price Index (PPI) for fire trucks and/or heavy transportation equipment or by itemizing Price changes expected by HME from the component vendors. If there are any changes between the Apparatus purchased via this Agreement and any subsequent orders, those changes must be documented via properly signed and executed change orders, including any necessary adjustments to the Price. If the purchasing agency is not Buyer, a separate Agreement must be executed under the terms of this Agreement to complete the additional purchases.

13. **Remedies.** HME and Buyer have all rights and remedies that applicable law gives to sellers and buyers. The parties' rights and remedies are cumulative, and both parties may exercise them from time to time. Neither party's waiver of any right on one occasion shall be a waiver of any future exercise of that right.

14. **Time for Bringing Action.** Any action that Buyer brings against HME for breach of this Agreement or for any other claim that arises out of or relates to the Apparatus or its design, manufacture, sale or delivery must be brought within one year after the cause of action accrues. Buyer shall be entitled to recover its reasonable attorney fees and costs incurred in connection with an action to enforce this Agreement related to HME's breach of this Agreement.

15. **Applicable Law.** This Agreement between HME and Buyer shall be considered to have been made in the State of Michigan, and it shall be governed by and interpreted according to Michigan law. Either party may bring any action that arises out of or relates to this Agreement in any federal or state court in Kent County, Michigan that has jurisdiction of the subject matter, and Buyer irrevocably consents that any such court shall have personal jurisdiction over Buyer and waives any objection that the court is an inconvenient forum.

16. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties address as set forth on the first page of this Agreement. Either party may change such address by giving notice to the other party of such change.

17. **Amendment and Waiver.** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall operate or be construed as a waiver in respect of any failure, breach or default not expressly identified by such written waiver, whether of a similar or different character, and whether occurring before or after that waiver. No failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

18. **Attorney's Fees.** In the event legal action, including litigation, arbitration, or administrative agency action is undertaken to interpret or enforce any aspect of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs.

19. **Binding Effect; Benefits; Assignment.** All of the terms of this Agreement will be binding upon, inure to the benefit of and be enforceable by and against the successors and authorized assigns of each other party. Nothing in this Agreement, express or implied, is intended to confer upon any other person any rights or remedies under or by reason of this Agreement, this Agreement being for the exclusive benefit of the parties and their respective heirs, personal representatives, successors and authorized assigns. No party will assign any of its respective rights or obligations under this Agreement to any other person without the prior written consent of the other party.

20. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by .pdf or any electronic signature complying with the federal Electronic Signatures in Global and National Commerce Act of 2000, Public Law 106-229, as amended (e.g., Adobe eSign or DocuSign) or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. The signatures of the parties transmitted electronically will be "electronic signatures" within the meaning of the Uniform Electronic Transaction Act (USA) and the Electronic Commerce Directive (EU) in all jurisdictions where the legislation has been adopted.

21. **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

22. **Entire Agreement.** This Agreement and the Specifications constitutes the entire agreement between Buyer and HME with respect to the subject matter of this Agreement and supersedes all earlier agreements and understandings, oral and written, between the parties; *provided, however,* that nothing in this Agreement shall terminate, amend or modify any previously executed confidentiality agreement(s) between Buyer and HME. The Specifications and contents of **Schedule A** shall be incorporated into, made a part of and governed by the terms of this Agreement. If there is a conflict between these Terms and Conditions and the Specifications or any information on **Schedule A**, these Terms and Conditions shall control, unless **Schedule A** specifically amends these Terms and Conditions by reference to Paragraphs to be amended.



Date: June 3, 2024

Susan Nicosia
City of Columbia Falls
130 6th St West
Columbia Falls, MT, 59912

Re: Garnier Heights Subdivision- Preliminary Plat Extension Request

Dear Susan,

This letter is in regard to Resolution No. 1851, the conditional approval of the preliminary plat for the Garnier Heights Subdivision, which is set to expire on July 6th, 2024. Per condition 22, the developer may request an extension 30 days before the preliminary plat expires. On behalf of the owner Big Sky Investments Cfalls, LLC we are requesting a 2-year extension to allow for the subdivision to be completed.

Please consider our extension request and feel free to contact us with any questions or concerns.

Sincerely,

Garret Muonio

Garret Muonio Civil EI
Jackola Engineering & Architecture, PC

Cc: Eric Mulcahy, AICP

Planning Staff recommends
approval of 2-year extension
to July 6, 2026.



Jackola Engineering & Architecture, PC

2250 Highway 93 South Kalispell, MT. 59901

406.755.3208 Corporate Office 406.755.3218 Fax

www.jackola.com

Locations in Montana and Washington

(Rev. 07-19)

- 86 -

June 17, 2024

To: Mayor & Council

From: Susan M. Nicosia, City Manager

RE: Appointment of “Acting City Manager” and City Manager Hiring

I am recommending that the Council appoint Police Chief Clint Peters as “Acting City Manager,” effective July 1, 2024. This action is necessary as City business is performed most efficiently with a designated “point person.” Chief Peters will not perform all the city manager duties pursuant to state statute and city code, but he will ensure that citizen complaints and concerns are addressed in a timely manner and the city maintains the established working operations. Chief Peters and I will review the required scope of the duties as Acting City Manager and will determine appropriate compensation for the time period in which he serves in that capacity.

The second round of city manager applications have been received and preliminary vetting has been completed. Deputy City Attorney Breck has not yet completed a review of the current applicants. Attorney Breck is recommending that the city council appoint a committee that will meet with her to complete a thorough review of the applicants before forwarding recommendations to the full council for interview selection. I concur with Attorney Breck’s recommendation.

Council Action Requested: Motion to appoint Chief Clint Peters as Acting City Manager effective July 1, 2024, and Motion to appoint applicant review committee to collaborate with Deputy City Attorney Stephanie Breck before selecting City Manager candidates for interview.

RESOLUTION NO. 1920

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUMBIA FALLS, MONTANA, DESIGNATING HERITAGE DAYS 2024 AS AN OFFICIAL COMMUNITY ACTIVITY OF THE CITY OF COLUMBIA FALLS AND DESIGNATING PERSONS RESPONSIBLE FOR PLANNING THE EVENTS OF HERITAGE DAYS 2024.

WHEREAS the Designated Planners of Heritage Days 2024 are desirous of being officially recognized by the City as such and of having Heritage Days 2024 recognized and approved as an official community activity; and

WHEREAS the persons designated hereby as Planners of Heritage Days 2024 began and continued to plan Heritage Day events starting on or about January 2024, and made planning decisions, collected, and expended funds and approved or disapproved of events independent of City involvement; and

WHEREAS it is in the best interests of the City of Columbia Falls that the City designate such individuals and approve said activity.

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

Section One: That the following individuals are designated as Planners of Heritage Days 2024:

Shirley Reynolds	Todd Deruchia
Chandra Reynolds	Vickie Ott
Art Ott	Brandy Ross St. John

and that all acts of said persons heretofore performed or to be performed in furtherance of their duties as Planners of Heritage Days 2024 are hereby designated as such, with the exception that the following activities cannot and are not sanctioned or approved by the City air shows, street dances, circuses, rodeos, fireworks, animal racing, carnivals, vehicle racing or burnout exhibitions, rock concerts, boxing or other martial arts, bounce houses or similar inflatable apparatuses, skateboard exhibitions, competitions or racing.

Section Two: That the Planners shall approve only sanctioned and planned events on city-owned or controlled property including S 486/Nucleus Avenue. While the Planners coordinate activities held during the Heritage Days celebration, activities sponsored and planned by other organizations including but not limited to, NV Senior Center, Lion’s Club, CF Community Market, Wildcat Endowment or Rodeo at Blue Moon, are the responsibility of the sponsoring organization and not the Heritage Days Planners.

Section Three: That Heritage Days 2024 and all permitted activities as described above are hereby recognized as an official community activity of the City of Columbia Falls, with the exceptions set forth in Section One of this Resolution.

PASSED AND ADOPTED BY THE CITY COUNCIL OF COLUMBIA FALLS, MONTANA, THIS 17th DAY OF JUNE 2024, THE COUNCIL VOTING AS FOLLOWS:

AYES:
NOES:
ABSENT:

City Clerk

APPROVED BY THE MAYOR OF COLUMBIA FALLS, MONTANA, THIS DAY OF JUNE 2024.

MAYOR

ATTEST:

City Clerk

RESOLUTION NO. 1921

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUMBIA FALLS, MONTANA, AMENDING SPECIFIED FUND BUDGETS FOR THE FISCAL YEAR ENDING JUNE 30, 2024, TO ACCOUNT FOR THE PURCHASE OF AN HME PUMPER/RESCUE APPARATUS.

WHEREAS, due to the availability of an HME Pumper/Rescue Apparatus at a substantial savings to the City; and

WHEREAS the Capital Projects - General Equipment Fund appropriations did not anticipate the Pumper/Rescue Apparatus being made until the 2025 Fiscal Year; and

WHEREAS, Section 7-6-4006, MCA provides for the adjustment of appropriations by the governing body when working capital, cash, is available; and

WHEREAS Fund 4020 should reflect an increase in appropriations to meet the actual pumper/rescue apparatus capital expenditure for the Fiscal Year ending June 30,2024 in addition to the fund transfers from Resort Tax (Fund 2100), the loan/transfer from the Cedar Creek Trust (Fund 2700) and Contribution from the Columbia Falls Rural Fire District.

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

Section One: Fund 4020 Capital Projects – General Equipment Fund of the City of Columbia Falls is hereby amended as follows:

Expenditures (Appropriations)	Original	Adjusted
4020 – 420400-942 – Replacement Equipment	\$0	\$785,000
Revenues		
4020 – Contributions	\$0	\$487,530
4020 – Transfer In	\$139,000	\$436,470 (\$297,470)
Expenditures (Appropriations)		
2100 – 521000-820 – Transfers Out	\$1,229,549	\$1,385,233 (\$155,684)
2700-521000-820- Transfers Out	\$0	\$141,786

Section Two: The City Council hereby authorizes the City Finance Director to make the necessary Fund 4020 Capital Projects – General Equipment Fund appropriation amendments, Fund 2100 Resort Tax appropriations and Fund 2700 Cedar Creek Trust Fund appropriations for the 2023-24 fiscal year to ensure that the budget authority is not overspent for all expenditures through June 30, 2024 and the amendments to revenues as indicated to properly account for the financial activity within the funds.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF COLUMBIA FALLS, MONTANA THIS 17th DAY OF JUNE 2024, THE COUNCIL VOTING AS FOLLOWS:

AYES:
NAYES:
ABSENT:

City Clerk

APPROVED BY THE MAYOR OF COLUMBIA FALLS, MONTANA THIS 17th DAY OF JUNE 2024.

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 1922

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUMBIA FALLS, MONTANA, AUTHORIZING A LOAN FROM THE CEDAR CREEK TRUST FUND FOR THE PURCHASE OF A FIRE APPARATUS.

WHEREAS the City Council approved the purchase of an HME Pumper/Rescue at the regular meeting held June 17, 2024, in an amount not to exceed \$785,000; and

WHEREAS the City share of the \$785,000 purchase is \$297,470; and

WHEREAS, the Council has available \$155,684 reserved for public safety in the Resort Tax Fund 2100; and

WHEREAS the City Council recognizes the need for a loan from the Cedar Creek Trust Fund in the remaining amount of \$141,786.

WHEREAS, the City Council Adopted Resolution No. 1398 in August 2005 giving the Council the authority to make loans of the principal, interest on the principal, or proceeds of the trust as long as the loan is secured and the loan agreement and security are approved by both the City Attorney and an independent financial consultant; and

WHEREAS the loan will be secured by the HME Pumper/Rescue; and

WHEREAS the loan will be paid over a period not to exceed ten (10) years at an annual interest rate based on the average interest rate earned by the City investment pool in the prior fiscal year; and

WHEREAS, the City Council has the authority pursuant to 7-7-4101 (6), MCA to incur indebtedness for the purchase of a fire apparatus and further;

WHEREAS the loan approved meets the statutory provisions set in 7-7-4104, MCA.

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

Section One: The City Council approves a loan from the Cedar Creek Trust principal in an amount not to exceed \$141,786 for a term not to exceed ten (10) years.

Section Two: The City Council hereby authorizes the City Manager, a qualified Certified Public Accountant (CPA) to prepare the ten (10) year amortization schedule at an annual interest rate based on the average interest rate earned by the City investment pool in the prior fiscal year with payments to begin in the 2025 FY.

Section Three: The City Council may authorize early payoff with public safety funds from the Resort Tax Fund 2100.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF COLUMBIA FALLS, MONTANA THIS 14th DAY OF JUNE 2024, THE COUNCIL VOTING AS FOLLOWS:

AYES:

NOES:

ABSENT:

City Clerk

APPROVED BY THE MAYOR OF COLUMBIA FALLS, MONTANA THIS 17TH DAY OF JUNE 2024.

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 1923

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUMBIA FALLS, MONTANA, SETTING THE SALARY AND COMPENSATION OF CERTAIN CITY OFFICIALS AND EMPLOYEES PURSUANT TO TITLE 7, CHAPTER 4, PART 42, M.C.A., FOR THE 2024-2025 FISCAL YEAR

WHEREAS, the City of Columbia Falls, Montana wishes to establish the salaries and compensation for certain city officials and non-union employees for the 2024-2025 fiscal year effective July 1, 2024.

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

Section One: The salaries and compensation of the named city officials and employees for the fiscal year beginning July 1, 2024 are hereby established as set out on Exhibit "A", attached hereto and which, by this reference, is made a part hereof.

Section Two: This Resolution shall be in full force and effect as regularly provided by law. All salaries and compensation provided for herein will be paid effective July 1, 2024.

Section Three: All prior salary and compensation resolutions or parts of resolutions pertaining to the salaries, compensation and benefits for said officials and employees in conflict herewith are hereby repealed.

PASSED AND ADOPTED BY THE CITY COUNCIL OF COLUMBIA FALLS, MONTANA THIS 17th DAY OF JUNE 2024, THE COUNCIL VOTING AS FOLLOWS:

AYES:

NOES:

ABSENT:

City Clerk

APPROVED BY THE MAYOR OF COLUMBIA FALLS, MONTANA THIS 17th DAY OF JUNE, 2024.

Mayor

ATTEST:

City Clerk

Exhibit “A”

2024-2025 SALARY/BENEFITS

<u>EXEMPT EMPLOYEES:</u>	<u>WAGE</u>
City Manager	TBD Per contract
Chief of Police	TBD/annum
Public Works Director	TBD/annum
Fire Chief	\$91,907/annum
Finance Director	\$80,119/annum
City Clerk	\$38.22 per hour
City Judge (part-time/.8FTE)	\$70,875/annum

All non-union hourly employees shall be paid on the Wage Schedule, attached as Exhibit “B”, excluding Seasonal pool workers whose wages are set by the City Manager depending on minimum wage, certifications, and experience to ensure competitive wages and adequate staffing. Non-Union Firefighters/EMT shall be paid on the Wage Schedule attached as Exhibit “C.”

Current year	NON-UNION																					
24-25																						
Grade	Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14							
9	20.19	20.60	21.01	21.43	21.86	22.30	22.74	23.20	23.66	24.13	24.62	25.11	25.61	26.12	26.65							
10	22.31	22.76	23.21	23.67	24.15	24.63	25.12	25.63	26.14	26.66	27.19	27.74	28.29	28.86	29.44							
11	24.42	24.91	25.41	25.92	26.44	26.97	27.51	28.06	28.62	29.19	29.77	30.37	30.98	31.60	32.23							
12	26.54	27.07	27.61	28.16	28.73	29.30	29.89	30.49	31.10	31.72	32.35	33.00	33.66	34.33	35.02							
13	28.65	29.23	29.81	30.41	31.02	31.64	32.27	32.92	33.57	34.24	34.93	35.63	36.34	37.07	37.81							
Grade	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24	Step 25	Step 26	Step 27	Step 28	Step 29	Step 30						
9	27.18	27.72	28.28	28.84	29.42	30.01	30.61	31.22	31.84	32.48	33.13	33.79	34.47	35.16	35.86	36.58						
10	30.03	30.63	31.24	31.86	32.50	33.15	33.81	34.49	35.18	35.88	36.60	37.33	38.08	38.84	39.62	40.41						
11	32.87	33.53	34.20	34.88	35.58	36.29	37.02	37.76	38.51	39.29	40.07	40.87	41.69	42.52	43.37	44.24						
12	35.72	36.43	37.16	37.90	38.66	39.44	40.22	41.03	41.85	42.69	43.54	44.41	45.30	46.21	47.13	48.07						
13	38.57	39.34	40.12	40.93	41.74	42.58	43.43	44.30	45.19	46.09	47.01	47.95	48.91	49.89	50.89	51.90						

Current year	NON-UNION - FIREFIGHTERS/EMT															
24-25																
Grade	Entry	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	
11	26.20	26.73	27.26	27.81	28.36	28.93	29.51	30.10	30.70	31.32	31.94	32.58	33.23	33.90	34.58	
Grade	Step 15	Step 16	Step 17	Step 18	Step 19	Step 20	Step 21	Step 22	Step 23	Step 24	Step 25	Step 26	Step 27	Step 28	Step 29	Step 30
11	35.27	35.97	36.69	37.43	38.17	38.94	39.72	40.51	41.32	42.15	42.99	43.85	44.73	45.62	46.53	47.46

Columbia Falls Police Department
Monthly Activity Report
May 2024

Police	May					5 Year Average
	2024	2023	2022	2021	2020	
Arrests (Total)	31	23	24	24	20	24
Adult	25	21	22	19	18	21
Juvenile	6	2	2	5	2	3
Accidents Investigated	12	13	12	18	15	14
Stolen Property (Value)	1655	7770	20687	500	867	6296
Stolen Property (Recovered)	1493	218	184	0	0	379
Criminal Mischief (Incidents)	3	2	11	12	1	6
Damage Amount	0	500	2631	3333	100	1313
Misdemeanor Citations Issued	216	103	117	181	73	138
Traffic Offenses	195	98	106	170	68	127
Cell Phone Viol.	12	8	2	11	0	7
DUI Offenses	5	2	4	9	5	5
Drug Offenses	1	2	3	0	2	2
Traffic Stops	361	211	171	252	123	224
Court Fines and Forfeitures	18652	12507	12285	15269	11637	14070
Miles Patrolled	8798	-	-	10250	6872	8640
911 Phone Calls	267	158	99	178	128	166
Incident Reports	980	1007	756	933	701	875
Domestic Abuse/Assault, Disorderly	21	35	31	36	34	31
Felony Investigations/Arrests	3	9	10	4	2	6
Business Checks	74	93	38	73	56	67
Welfare Checks	8	13	7	9	14	10
Citizen Assist	73	66	76	46	51	62
Agency Assist	31	31	19	35	33	30

6/17/24
 Agent

Item No.16.

[illegible][illegible]

Columbia Falls Fire Department Incident Breakdown

Item No.16.

2024	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD	2024
Dispatches	44	17	25	26	28								140	Dispatches
ALS Medical Total	2	0	0	0	0								2	ALS Medical Total
BLS Medical Total	12	5	9	6	11								43	BLS Medical Total
Medical CPR	2	0	0	0	0								2	Medical CPR
Medical ALS	0	0	0	0	0								0	Medical ALS
Medical BLS	1	0	0	2	0								3	Medical BLS
Medical Lift Assist	6	1	6	4	11								28	Medical Lift Assist
MVA with injury	1	0	0	1	0								2	MVA with injury
Extrication	0	0	0	0	0								0	Extrication
Ambulance Driver	0	0	0	0	0								0	Ambulance Driver
MVA non injury	4	4	3	3	1								15	MVA non injury
Airport Emergency	0	0	0	0	0								0	Airport Emergency
Traffic Control	0	0	0	0	0								0	Traffic Control
HazMat	8	1	2	2	1								14	HazMat
Hazardous Conditions	2	1	3	2	0								8	Hazardous Conditions
CO	0	1	0	0	0								1	CO
Gas Leak/Odor inside	1	0	1	0	1								3	Gas Leak/Odor inside
Gas Leak/Odor outside	1	0	1	1	0								3	Gas Leak/Odor outside
Powerline	3	0	1	0	0								4	Powerline
Other	0	0	0	0	0								0	Other
Service	4	0	0	1	1								6	Service
Good Intent	2	2	0	4	3								11	Good Intent
Fire Alarm	3	2	1	0	2								8	Fire Alarm
False Alarm	3	0	1	0	1								5	False Alarm
Illegal burn	0	1	1	0	1								3	Illegal burn
Smoke Investigation, outside	0	0	0	0	0								0	Smoke Investigation, outside
Smoke Investigation, inside	1	0	0	1	0								2	Smoke Investigation, inside
Cancelled enroute	5	4	9	4	4								26	Cancelled enroute
Fire, residential	5	0	0	1	3								9	Fire, residential
Fire, chimney	0	0	1	0	0								1	Fire, chimney
Fire, commercial	1	0	0	0	0								1	Fire, commercial
Fire, vehicle	0	1	0	0	0								1	Fire, vehicle
Fire, vegetation, grass	0	0	0	0	0								0	Fire, vegetation, grass
Fire, vegetation, wildland	0	0	0	0	0								0	Fire, vegetation, wildland
Dispatch Totals	44	17	25	26	28								140	Dispatch Totals
Structure fires (In District)	2	0	0	0	1								3	Structure fires
Structure fires (Mutual aid)	4	0	0	1	2								7	
Acres burned	0	0	0	0	0								0	Acres burned

**CITY OF COLUMBIA FALLS
CORRESPONDENCE LIST
COUNCIL MEETING
June 17, 2024**

06/01/2024 Letter from Greg Gianforte – City of Columbia Falls has been selected to receive a Montana Community Reinvestment Act planning grant award in the amount of \$30,000.

06/01/2024 Letter from Greg Gianforte – The City of Columbia Falls is awarded up to a total of \$51,184. In State-Local Infrastructure Partnership Act (SLIPA) funds for Maintenance on 8 fire hydrants

06/01/2024 Letter from Greg Gianforte – The City of Columbia Falls is awarded up to a total of \$266,335 in SLIPA funds for repairing the electrical distribution/switch gear, repairing the steel grit bin and repairing the scum pumps and controls

06/01/2024 Letter from Greg Gianforte – The City of Columbia Falls is awarded up to a total of \$22,924. for maintenance on Veterans Drive bike path from 11th Street West to 9th Street West

06/01/2024 Letter from Greg Gianforte – The City of Columbia Falls is awarded up to a total of \$18,750. in SLIPA funds for repairing the flow meter at Meadow Lake Boulevard for Meadow Lake Water and Sewer District lift station

OFFICE OF THE GOVERNOR
STATE OF MONTANA

Greg Gianforte
GOVERNOR



May 28, 2024

Kristen Juras
LT. GOVERNOR
RECEIVED
JUN 01 2024
CITY OF COLUMBIA FALLS

Mr. Donald Barnhart, Mayor
City of Columbia Falls
130 6th Street West
Columbia Falls, MT 59912

Re: Notice of Montana Community Reinvestment Act Planning Grant Award

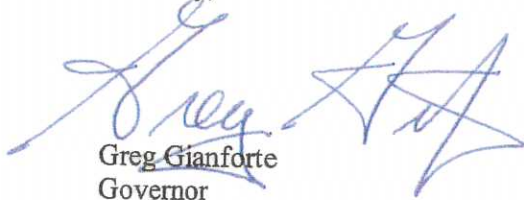
Dear Mayor Barnhart,

Congratulations! On behalf of the State of Montana, it is my pleasure to notify you that the City of Columbia Falls has been selected to receive a Montana Community Reinvestment Act planning grant award in the amount of \$30,000.00 in support of a housing study to develop community-based solutions to increase affordable and attainable housing.

All awardees will be contacted directly with more information in the upcoming weeks by program staff. If you have any questions, please contact the Community MT Division at the Montana Department of Commerce at 406-841-2770 or DOCCDD@mt.gov.

Again, congratulations. I wish you great success in the completion of your project.

Sincerely,


Greg Gianforte
Governor

May 23, 2024

Don Barnhart, Mayor
City of Columbia Falls
130 6th Street West
Columbia Falls, MT 59912

RE: Notice of Grant Award - State-Local Infrastructure Partnership Act of 2023

RECEIVED
JUN 01 2024
CITY OF COLUMBIA FALLS

Dear Mayor Barnhart:

Greetings! The Montana Department of Commerce has reviewed your State-Local Infrastructure Partnership Act ("SLIPA") grant application for compliance with [HB 355](#). SLIPA grants are funded by HB 355 and administered by the Department. The Department is pleased to inform you that your application complies with HB 355. The City of Columbia Falls is awarded up to a total of \$51,184.00 in State-Local Infrastructure Partnership Act ("SLIPA") funds for the following: Project Priority three:

- Maintenance on 8 fire hydrants

The Department disburses SLIPA funds on a reimbursement basis only. This notice allows you to immediately begin incurring reimbursable project-related costs. In order to actually receive SLIPA funds, however, you must first meet all start-up conditions set forth in Section 12 of HB 355 and the [SLIPA Application and Guidelines](#), which include:

- I. completing a budget and implementation schedule for the project;
- II. completing a project management plan that is approved by Commerce;
- III. complying with the auditing and reporting requirements provided in § 2-7-503, MCA, and establishing a financial accounting system that reasonably conforms to generally accepted accounting principles;
- IV. entering into a completed contract with Commerce, a provision of which must document that local matching funds are available and committed to the project;
- V. certifying to the Department that Grantee has obtained all necessary local, state, and federal permits and approvals; and
- VI. completing a SLIPA Environmental Review Form and submitting additional documentation to the Department, if necessary.

Grant recipients must satisfy the conditions required by Section 12 of HB 355 and the *SLIPA Application and Guidelines* prior to signing a contract with the Department. Additionally, the Grantee's project(s) must be under contract with a contractor by December 31, 2024. Once you sign a contract, you will be able to request reimbursement for project-related costs. Section 6(7) of HB 355 requires grant recipients to provide a local cash match of at least 25% of the estimated total project cost; if costs actually incurred are different from the estimated costs, grant recipients' local cash match will change to be at least 25% of the total project costs actually incurred. If your project fails to meet start-up conditions, execute a contract with the Department, comply with the terms and conditions of the contract or grant authorization, or otherwise fails to comply with HB 355, any project costs incurred may be your sole responsibility.

The Department looks forward to working with you to improve local infrastructure. If you have any questions, please contact program staff at 406-841-2770 or email DOCCDD@mt.gov. Additional information on SLIPA can be found on the Department's website: <https://comdev.mt.gov/Programs-and-Boards/State-Local-Infrastructure-Partnership-Act>.

Sincerely,



Mandy Rambo
Deputy Director

MT Department of Commerce

ECC: Chris Murphy, Lead Water Operator

May 23, 2024

Don Barnhart, Mayor
City of Columbia Falls
130 6th Street West
Columbia Falls, MT 59912



RE: Notice of Grant Award - State-Local Infrastructure Partnership Act of 2023

Dear Mayor Barnhart:

Greetings! The Montana Department of Commerce has reviewed your State-Local Infrastructure Partnership Act ("SLIPA") grant application for compliance with [HB 355](#). SLIPA grants are funded by HB 355 and administered by the Department. The Department is pleased to inform you that your application complies with HB 355. The City of Columbia Falls is awarded up to a total of \$266,335 in State-Local Infrastructure Partnership Act ("SLIPA") funds for the following:

Project Priority one:

- Repairing the electrical distribution/ switch gear
- Repairing the steel grit bin
- Repairing the scum pumps and controls

The Department disburses SLIPA funds on a reimbursement basis only. This notice allows you to immediately begin incurring reimbursable project-related costs. In order to actually receive SLIPA funds, however, you must first meet all start-up conditions set forth in Section 12 of HB 355 and the [SLIPA Application and Guidelines](#), which include:

- I. completing a budget and implementation schedule for the project;
- II. completing a project management plan that is approved by Commerce;
- III. complying with the auditing and reporting requirements provided in § 2-7-503, MCA, and establishing a financial accounting system that reasonably conforms to generally accepted accounting principles;
- IV. entering into a completed contract with Commerce, a provision of which must document that local matching funds are available and committed to the project;
- V. certifying to the Department that Grantee has obtained all necessary local, state, and federal permits and approvals; and
- VI. completing a SLIPA Environmental Review Form and submitting additional documentation to the Department, if necessary.

Grant recipients must satisfy the conditions required by Section 12 of HB 355 and the [SLIPA Application and Guidelines](#) prior to signing a contract with the Department. Additionally, the Grantee's project(s) must be under contract with a contractor by December 31, 2024. Once you sign a contract, you will be able to request reimbursement for project-related costs. Section 6(7) of HB 355 requires grant recipients to provide a local cash match of at least 25% of the estimated total project cost; if costs actually incurred are different from the estimated costs, grant recipients' local cash match will change to be at least 25% of the total project costs actually incurred. If your project fails to meet start-up conditions, execute a contract with the Department, comply with the terms and conditions of the contract or grant authorization, or otherwise fails to comply with HB 355, any project costs incurred may be your sole responsibility.

The Department looks forward to working with you to improve local infrastructure. If you have any questions, please contact program staff at 406-841-2770 or email DOCCDD@mt.gov. Additional information on SLIPA can be found on the Department's website: <https://comdev.mt.gov/Programs-and-Boards/State-Local-Infrastructure-Partnership-Act>.

Sincerely,



Mandy Rambo
Deputy Director
MT Department of Commerce

ECC: Grady Jenkins, Lead Wastewater Operator

May 23, 2024

Don Barnhart, Mayor
City of Columbia Falls
130 6th Street West
Columbia Falls, MT 59912

RECEIVED
MAY 23 2024
CITY OF COLUMBIA FALLS

RE: Notice of Grant Award - State-Local Infrastructure Partnership Act of 2023

Dear Mayor Barnhart:

Greetings! The Montana Department of Commerce has reviewed your State-Local Infrastructure Partnership Act ("SLIPA") grant application for compliance with [HB 355](#). SLIPA grants are funded by HB 355 and administered by the Department. The Department is pleased to inform you that your application **complies** with HB 355. The City of Columbia Falls is awarded up to a total of \$22,924.00 in State-Local Infrastructure Partnership Act ("SLIPA") **funds** for the following: Project Priority four

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

The Department disburses SLIPA funds on a reimbursement basis only. This notice allows you to immediately begin incurring reimbursable project-related costs. In order to actually receive SLIPA funds, however, you must first meet all start-up conditions set forth in Section 12 of HB 355 and the [SLIPA Application and Guidelines](#), which include:

- completing a budget and implementation schedule for the project;
- completing a project management plan that is approved by Commerce;
- complying with the auditing and reporting requirements provided in § 2-7-503, MCA, and establishing a financial accounting system that reasonably conforms to generally accepted accounting principles;
- entering into a completed contract with Commerce, a provision of which must document that local matching funds are available and committed to the project;
- certifying to the Department that Grantee has obtained all necessary local, state, and federal permits and approvals; and
- completing a SLIPA Environmental Review Form and submitting additional documentation to the Department, if necessary.

Grant recipients must satisfy the conditions required by Section 12 of HB 355 and the [SLIPA Application and Guidelines](#) prior to signing a contract with the Department. Additionally, the Grantee's project(s) must be under contract with a contractor by December 31, 2024. Once you sign a contract, you will be able to request reimbursement for project-related costs. Section 6(7) of HB 355 requires grant recipients to provide a local cash match of at least 25% of the estimated total project cost; if costs actually incurred are different from the estimated costs, grant recipients' local cash match will change to be at least 25% of the total project costs actually incurred. If your project fails to meet start-up conditions, execute a contract with the Department, comply with the terms and conditions of the contract or grant authorization, or otherwise fails to comply with HB 355, any project costs incurred may be your sole responsibility.

The Department looks forward to working with you to improve local infrastructure. If you have any questions, please contact program staff at 406-841-2770 or email DOCCDD@mt.gov. Additional information on SLIPA can be found on the Department's website: <https://comdev.mt.gov/Programs-and-Boards/State-Local-Infrastructure-Partnership-Act>.

Sincerely,



Mandy Rambo
Deputy Director
MT Department of Commerce

ECC: Susan Nicosia, City Manager

May 23, 2024

Don Barnhart, Mayor
City of Columbia Falls
130 6th Street West
Columbia Falls, MT 59912

JUN 01 2024
CITY OF COLUMBIA FALLS

RE: Notice of Grant Award - State-Local Infrastructure Partnership Act of 2023

Dear Mayor Barnhart:

Greetings! The Montana Department of Commerce has reviewed your State-Local Infrastructure Partnership Act ("SLIPA") grant application for compliance with [HB 355](#). SLIPA grants are funded by HB 355 and administered by the Department. The Department is pleased to inform you that your application complies with HB 355. The City of Columbia Falls is awarded up to a total of \$18,750.00 in State-Local Infrastructure Partnership Act ("SLIPA") funds for the following: Project Priority two:

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

The Department disburses SLIPA funds on a reimbursement basis only. This notice allows you to immediately begin incurring reimbursable project-related costs. In order to actually receive SLIPA funds, however, you must first meet all start-up conditions set forth in Section 12 of HB 355 and the [SLIPA Application and Guidelines](#), which include:

- I. completing a budget and implementation schedule for the project;
- II. completing a project management plan that is approved by Commerce;
- III. complying with the auditing and reporting requirements provided in § 2-7-503, MCA, and establishing a financial accounting system that reasonably conforms to generally accepted accounting principles;
- IV. entering into a completed contract with Commerce, a provision of which must document that local matching funds are available and committed to the project;
- V. certifying to the Department that Grantee has obtained all necessary local, state, and federal permits and approvals; and
- VI. completing a SLIPA Environmental Review Form and submitting additional documentation to the Department, if necessary.

Grant recipients must satisfy the conditions required by Section 12 of HB 355 and the [SLIPA Application and Guidelines](#) prior to signing a contract with the Department. Additionally, the Grantee's project(s) must be under contract with a contractor by December 31, 2024. Once you sign a contract, you will be able to request reimbursement for project-related costs. Section 6(7) of HB 355 requires grant recipients to provide a local cash match of at least 25% of the estimated total project cost; if costs actually incurred are different from the estimated costs, grant recipients' local cash match will change to be at least 25% of the total project costs actually incurred. If your project fails to meet start-up conditions, execute a contract with the Department, comply with the terms and conditions of the contract or grant authorization, or otherwise fails to comply with HB 355, any project costs incurred may be your sole responsibility.

The Department looks forward to working with you to improve local infrastructure. If you have any questions, please contact program staff at 406-841-2770 or email DOCCDD@mt.gov. Additional information on SLIPA can be found on the Department's website: <https://comdev.mt.gov/Programs-and-Boards/State-Local-Infrastructure-Partnership-Act>.

Sincerely,



Mandy Rambo
Deputy Director
MT Department of Commerce

ECC: Grady Jenkins, Lead Wastewater Operator