



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

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

**CITY COUNCIL REGULAR MEETING
AGENDA
MONDAY, FEBRUARY 05, 2024
COUNCIL CHAMBERS CITY HALL**

FINANCE COMMITTEE – 6:30 P.M

(Barnhart, Piper, Robinson)

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

REGULAR MEETING – 7:00 P.M.

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

CONSENT AGENDA:

- 1.** Approval of Claims - February 5, 2024 - \$119,545.58
- 2.** Approval of Payroll Claims - January 19, 2024 - \$171,132.34
- 3.** Approval of Payroll - February 2, 2024 - \$115,467.03
- 4.** Approval of Regular Meeting Minutes - January 16, 2024
- 5.** Approval of Manager Excess Vacation Carryover and Compensation
- 6.** Approval of Change Order # 4 - NCC Neumann Construction Co - Sewer Main/LS #5 Rehab - \$11,100 and Authorize City Manager to Execute
- 7.** Approval of Change Order #5 - NCC Neumann Construction Co - Sewer Main/LS #5 - \$14,920 and Authorize City Manager to Execute
- 8.** Approval of FY 2023 Audit Contract - Doyle & Associates, P.C. - \$18,200

VISITORS/PUBLIC COMMENT (Items not on agenda)

NOTICE OF PUBLIC HEARINGS/PUBLIC HEARINGS:

9. Notice of Public Hearing - February 20, 2024 - Amend Title 13 - Water/Sewer Utility Account Provisions:

On Tuesday, February 20, 2024, during the 7:00 p.m. Regular City Council meeting, the City Council of the City of Columbia Falls, shall conduct a public hearing for the purpose of reviewing and revising the water/sewer customer provisions, specifically Chapter 13.04.020 Definitions, 13.04.050 Service-Application, and 13.04.090 Deposits – Generally, and 13.08.060 Service Deposits, all of which are related to allowing customer accounts to be transferred out of the owner’s name and established in the name of a renter.

The City Council is proposing revising these provisions to require the water/sewer utility account to remain in the name of the owner and not be transferred to a renter thereby eliminating excessive paperwork, deposits, multiple meter reads and duplicative billing and notices.

The proposed changes are available for review at the office of the City Clerk, City of Columbia Falls. Persons may contact the City Clerk or City Manager at 406-892-4391 or 130 6th Street West, Columbia Falls, MT for more information about the hearing.

Written comments can be submitted to the City Clerk at 130 6th Street West, Columbia Falls, MT 59912, email: staalandb@cityofcolumbiafalls or delivered in person to the City Council during the hearing on February 20, 2024.

UNFINISHED BUSINESS:

10. Consideration of City Planning Commission Candidates

11. City Park Property - Housing Development Proposal

NEW BUSINESS:

12. Local Government Review - Section 9, Article XI of the Constitution of the State of Montana

REPORTS / BUSINESS FROM MAYOR & COUNCIL

13. Mayor - CFAC Development Information (As Presented Summer 2023)

CITY MANAGER REPORT:

1. Project Updates - including HB 355, RAISE, ARPA, New Funding
2. Water Testing Results - Including Specific Tests Ordered by City
3. FY 2022 Audit

CITY ATTORNEY REPORT

MISCELLANEOUS

- [14.](#) Correspondence
- [15.](#) Fire Department - January Activity

ADJOURN

Next Scheduled Meetings:

City Council – Regular Meeting, **TUESDAY Feb 20, 2023** – 7:00 PM

Planning Board – TBD

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CITY OF COLUMBIA FALLS
Claim Approval List
For the Accounting Period: 2/24

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* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
*** Claim from another period (1/24) ****									
45393		3112 406 CLEANING OF COLUMBIA FALLS	3,400.00						
	343	01/25/24 FAC-JAN JANITORIAL SERVICE	3,400.00			1000 411200	399		101000
		Total for Vendor:	3,400.00						
*** Claim from another period (1/24) ****									
45445		999999 CATHERINE DERBALA	210.29						
	020124	02/01/24 WATER DEPOSIT REFUND DERBALA	210.29			5210 214010			101000
		Total for Vendor:	210.29						
*** Claim from another period (1/24) ****									
45419		3028 CENTURYLINK - BUSINESS SERVICES	347.74						
	672575810	01/16/24 COMP-12/16/23-01/15/24	347.74			1000 410580	345		101000
		Total for Vendor:	347.74						
*** Claim from another period (1/24) ****									
45396		14 CITY OF COLUMBIA FALLS	420.09						
	012924	01/29/24 FAC-12/18/23-01/18/24	108.75			1000 411200	342		101000
	012924	01/29/24 FD-12/18/23-01/18/24	31.94			1000 420400	342		101000
	012924	01/29/24 PRKS-12/18/23-01/18/24	56.29			1000 460400	342		101000
	012924	01/29/24 STRS-12/18/23-01/18/24	93.82			2500 430200	342		101000
	012924	01/29/24 WTR-12/18/23-01/18/24	46.05			5210 430500	342		101000
	012924	01/29/24 SWR-12/18/23-01/18/24	83.24			5310 430600	342		101000
		Total for Vendor:	420.09						
*** Claim from another period (1/24) ****									
45433		1711 COMFORT SYSTEMS USA	462.64						
	92015992	01/25/24 SWR-HVAC TECH	289.00			5310 430600	366		101000
	92015872	01/23/24 SWR-PARTS&MATERIALS	173.64			5310 430600	366		101000
		Total for Vendor:	462.64						
*** Claim from another period (1/24) ****									
45435		927 CURRIER'S CERTIFIED WELDING,	4,715.00						
	8723	01/24/24 STR-CUTTING EDGES FOR PLOWS	4,715.00			2500 430200	232		101000
		Total for Vendor:	4,715.00						
*** Claim from another period (1/24) ****									
45422		3026 DAILY INTER LAKE	93.77						
	15258	01/07/24 SURPLUS PROPERTY PUBLIC NOTICE	93.77			1000 410500	331		101000
		Total for Vendor:	93.77						

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*** Claim from another period (1/24) ****									
45390		1797 DEPARTMENT OF ADMINISTRATION	44.80						
	SITSD52036	01/26/24 PD-ITSD/EMAIL 12/1/23-12-3	44.80			1000 420100	355		101000
		Total for Vendor:	44.80						
*** Claim from another period (1/24) ****									
45416		1953 DOYLE & ASSOCIATES, P.C.	800.00						
	7593	01/15/24 FIN-FISCALYR 2022FIN/COMP AUD	400.00			1000 410500	353		101000
	7593	01/15/24 WTR-FISCALYR2022FIN/COMP AUD	200.00			5210 430500	353		101000
	7593	01/15/24 SWR-FISCALYR 2022FIN/COMP AUD	200.00			5310 430600	353		101000
		Total for Vendor:	800.00						
*** Claim from another period (1/24) ****									
45430		2501 ENCOMPASS SUPPLY	125.86						
	96058	01/25/24 BRUTAB 200 TABS	125.86			1000 411200	224		101000
		Total for Vendor:	125.86						
*** Claim from another period (1/24) ****									
45428		438 FERGUSON WATERWORKS	1,049.18						
	0878846	01/30/24 WTR-DU CHK BFP QTY9	833.58			5210 430500	230		101000
	0877915	01/25/24 WTR-OS HEX WRENCH E110	93.48			5210 430500	220		101000
	0878845	01/22/24 WTR-GSKT,3/4 FPT DU CHK	122.12			5210 430500	230		101000
		Total for Vendor:	1,049.18						
*** Claim from another period (1/24) ****									
45423		3075 FLATHEAD OIL	279.95						
	24-7111	01/29/24 SWR-5/1 PHILLIPS 66 SYNCON	279.95			5310 430600	231		101000
		Total for Vendor:	279.95						
*** Claim from another period (1/24) ****									
45389		2246 GLACIER PRECAST CONCRETE,	60.00						
	11980	01/04/24 WTR-REPLACEMENT LID	60.00			5210 430500	240		101000
		Total for Vendor:	60.00						
*** Claim from another period (1/24) ****									
45402		3113 GLOBAL ARCHIVES INC	166.32						
	2023908	12/25/23 WTR-MONTHLY STORAGE AS BUILTS	83.16			5210 430500	363		101000
	2023908	12/25/23 SWR-MONTHLY STORAGE AS BUILTS	83.16			5310 430600	363		101000
*** Claim from another period (1/24) ****									
45411		3113 GLOBAL ARCHIVES INC	166.32						
	2023925	01/25/24 WTR-MONTHLY STORAGE AS BUILTS	83.16			5210 430500	363		101000
	2023925	01/25/24 SWR-MONTHLY STORAGE AS BUILTS	83.16			5310 430600	363		101000
		Total for Vendor:	332.64						

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*** Claim from another period (1/24) ****									
45441		3227 HALL, TODD	120.00						
		Dinner per diem on days of travel to/from academy per city policy							
	013124	01/31/24 Meal Per Diem Academy Travel	120.00			1000 420100	380		101000
		Total for Vendor:	120.00						
*** Claim from another period (1/24) ****									
45424		2806 HANSON'S HARDWARE	517.36						
	608881	01/16/24 SWR-COUPPING/BIBB/ELBOW	65.95			5310 430600	240		101000
	608778	01/08/24 WTR-TORCH/REPAIR KIT	242.96			5210 430500	220		101000
	608832	01/12/24 PRKS-RADIATOR HEATER	67.99			1000 460400	220		101000
	608823	01/12/24 SWR-AMERI GAS TANK	81.99			5310 430600	220		101000
	608823	01/12/24 SWR-TV'2 12/3 EXT CORD	14.49			5310 430600	220		101000
	608776	01/08/24 SWR-SS CONNECTOR	43.98			5310 430600	240		101000
		Total for Vendor:	517.36						
*** Claim from another period (1/24) ****									
45391		1659 HIGH COUNTRY LINEN SUPPLY	273.30						
	0580161	01/29/24 FAC-CITY HALL, POLC, CRT, FIN	236.56			1000 411200	224		101000
	0580162	01/29/24 FAC-FIRE HALL	36.74			1000 411200	224		101000
		Total for Vendor:	273.30						
*** Claim from another period (1/24) ****									
45426		3209 HOLLY L. FREDERICKSON	70.00						
		SUBSTITUTE JUDGE FOR THE DAY OF 1/11/24							
	013124	01/11/24 CRT-SUB JUDGE/DAY OF 1/11/24	70.00			1000 410360	399		101000
		Total for Vendor:	70.00						
*** Claim from another period (1/24) ****									
45405		2591 HOTSY OF WESTERN MONTANA	98.57						
	6924	12/12/23 FD-CARBONATE PLUS 5 GALLONS	98.57			1000 420400	220		101000
		Total for Vendor:	98.57						
*** Claim from another period (1/24) ****									
45409		2791 IDEXX DISTRIBUTION, INC.	225.35						
	3144222126	01/17/24 SWR-GAMMA IRRAD COLILERT 2	225.35			5310 430600	222		101000
		Total for Vendor:	225.35						
*** Claim from another period (1/24) ****									
45425		2849 J2 BUSINESS PRODUCTS	582.75						
	1354952-0	01/24/24 FIN-DUSTER 2PK	24.32			1000 410500	210		101000
	1354631	01/23/24 FIN-PENS	35.73			1000 410500	210		101000
	1354631-1	01/24/24 FIN-HIGHLIGHTERS 12PK	11.39			1000 410500	210		101000

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	1353760-0	01/17/24 PRKS-TRASH LINER	145.06			1000 460400	220		101000
	1352247-0	01/12/24 FIN-PENS STIC 60 BOX	18.80			1000 410500	210		101000
	1356373-0	01/29/24 FIN-ENVELOPE MOISTENER	14.89			1000 410500	210		101000
	1353862-0	01/18/24 FAC-PINK URINAL BLOCKS	95.22			1000 411200	224		101000
	1352296	01/12/24 FIN-COPY PAPER/NOTEPADS	79.11			1000 410500	210		101000
	1352296	01/12/24 SWR-COPYPAPER/NOTEPADS	79.12			5310 430600	210		101000
	1352296	01/12/24 WTR-COPYPAPER/NOTEPADS	79.11			5210 430500	210		101000
		Total for Vendor:	582.75						
		*** Claim from another period (1/24) ****							
45414		2580 JD THINNING INC	2,044.00						
	14807	01/26/24 STRS-HAULING SNOW FOR CITY	2,044.00*			2500 430200	399		101000
		Total for Vendor:	2,044.00						
		*** Claim from another period (1/24) ****							
45387		2869 LEADSONLINE	1,455.00						
	408244	11/15/23 PD-01/15/24 TO 01/14/25 RENEWA	1,455.00			1000 420100	335		101000
		Total for Vendor:	1,455.00						
		*** Claim from another period (1/24) ****							
45388		1080 LES SCHWAB TIRE CENTER	49.99						
	9050055770	01/10/24 SWR-FLAT REPAIR	49.99			5310 430600	361		101000
		Total for Vendor:	49.99						
		*** Claim from another period (1/24) ****							
45407		162 LOGAN HEALTH - WHITEFISH	20.00						
	012924	12/21/23 PD-EVID BLOOD COLLECTION	20.00			1000 420100	390		101000
		Total for Vendor:	20.00						
		*** Claim from another period (1/24) ****							
45434		735 MASTER TECH REPAIR	76.00						
	8135-34	01/26/24 SHARPINS QTY4	16.00			5310 430600	220		101000
	8135-28	01/24/24 CHUTE ROTATOR	60.00			5310 430600	240		101000
		Total for Vendor:	76.00						
		*** Claim from another period (1/24) ****							
45436		146 MIKE'S CONOCO CORPORATE OFFICE	11.81						
	5229	01/19/24 SWR-PROPANE	11.81			5310 430600	220		101000
		Total for Vendor:	11.81						

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		*** Claim from another period (1/24) ****							
45415		1860 MONTANA DEPT. OF LABOR &	76.00						
		Columbia Falls Rural Fire District - Station #42 Boiler License							
	000349	01/13/24 CFRFD-BOILER CERTIFICATE FEE	36.00			1000 420400	390		101000
	000349	01/13/24 CFRFD-BOILER INSPECTION FEE	40.00			1000 420400	390		101000
		Total for Vendor:	76.00						
45444		707 MONTANA DEPT. OF REVENUE	720.61						
		NCC Neumann Pay App #7 - Hilltop Sewer Main Replacment & Lift Station 5 Rehab - Final Payment.							
		Pay App 7 01/21/23 NCC Neumann Pay App 7 1% W/	720.61			5310 430600	930		101000
		Total for Vendor:	720.61						
		*** Claim from another period (1/24) ****							
45439		44 MONTANA LEAGUE OF CITIES AND	5,350.00						
	ML01163	01/10/24 MANGAN & BENNION SUPRT EXPENS	5,350.00			1000 410100	399		101000
		Total for Vendor:	5,350.00						
		*** Claim from another period (1/24) ****							
45399		194 MONTANA RURAL WATER SYSTEMS,	400.00						
	199	01/15/24 2024 Dues 1/1-12/31/24	200.00			5210 430500	335		101000
	199	01/15/24 2024 Dues 1/1-12-31/24	200.00			5310 430600	335		101000
		Total for Vendor:	400.00						
		*** Claim from another period (1/24) ****							
45395		3119 MONTANA TRUCK WORKS, LLC	155.00						
	7211526	01/18/24 FD-COOLANT LEAK	155.00			1000 420400	361		101000
		Total for Vendor:	155.00						
		*** Claim from another period (1/24) ****							
45400		722 MORRISON-MAIERLE, INC.	5,386.89						
		12TH AVE IMPROVEMENTS, BUSINESS DISTRICT SIDE WALKS AND PARKING IMPROVEMENTS, AND ON CALL SERVICES.							
	000240043	01/10/24 BIZ DISTRICT PARKNG & SIDEW	2,710.00			2310 470300	931		101000
	000240041	01/10/24 OVERLAY & RECONSTRUCT PROJE	2,205.00			4040 430200	950		101000
	000240046	01/10/24 STR-6TH AVE W CAMERAS	471.89*			2500 430200	399		101000
		Total for Vendor:	5,386.89						

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*** Claim from another period (1/24) ****									
45403		2707 MOUNTAIN ALARM	120.75						
ALARM MONITORING SERVICES FEB 2024									
	4283035	02/01/24 FAC-CITY HALL FEB 24	57.35			1000 411200	366		101000
	4282091	02/01/24 FAC-FD FEB 24	63.40			1000 411200	366		101000
Total for Vendor:			120.75						
*** Claim from another period (1/24) ****									
45421		1247 MURDOCH'S RANCH & HOME	562.81						
	9237488	12/29/23 STR-ELECTRYX RRP YLW 25FT	34.99			2500 430200	240		101000
	10249595	01/10/24 SWR-VAC TRUCK CHAINS	55.98			5310 430600	232		101000
	12249768	01/12/24 SWR-PROPANE	12.56			5310 430600	220		101000
	17249922	01/17/24 FD-HAND-TOE WARMERS	147.52			1000 420400	220		101000
	249594	01/10/24 PD-HANDWARMERS/NECKTUBE	77.94			1000 420100	220		101000
	249594	01/10/24 WTR-HANDWARMERS/NECKTUBE	77.94			5210 430500	220		101000
	249594	01/10/24 SWR-HANDWARMERS/NECKTUBE	77.94			5310 430600	220		101000
	249594	01/10/24 STR-HANDWARMERS/NECKTUBE	77.94			2500 430200	220		101000
Total for Vendor:			562.81						
*** Claim from another period (1/24) ****									
45437		52 NAPA AUTO PARTS	680.95						
	070776	01/23/24 SWR-AIR FILTER	11.16			5310 430600	232		101000
	071025	01/25/24 SWR-AIR/OIL/FUEL FILTER	207.80			5310 430600	232		101000
	071151	01/26/24 SWR-ROT ELC NF 50 1GL	43.98			5310 430600	232		101000
	069077	01/09/24 SWR-TRANS/FLU QT TYPE	19.38			5310 430600	220		101000
	690542	12/29/23 STR-AUTO TRANS	37.99			2500 430200	231		101000
	690542	12/29/23 STR-HYDRAULIC	5.97			2500 430200	231		101000
	071348	01/29/24 SWR-STEERING SHAFT	354.67			5310 430600	232		101000
Total for Vendor:			680.95						
45443		3207 NCC NEUMANN CONSTRUCTION CO	71,340.75						
PAY APP #7 - FINAL PAYMENT.									
	PAY APP 7	01/21/24 SWR-APP #7 HILLTOP SEWER &	72,061.36			5310 430600	930		101000
	PAY APP 7	01/21/24 SWR-1% STATE W/HOLDING	-720.61			5310 430600	930		101000
Total for Vendor:			71,340.75						

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*** Claim from another period (1/24) ****									
45427		2816 O'REILLY AUTO PARTS	318.67						
	4774-46074	01/10/24 WTR-HEAT FOR GAS ADDITIVE	10.17			5210 430500	231		101000
	4774-46074	01/10/24 STR-DSL TREAT	27.98			2500 430200	231		101000
	4774-46079	01/11/24 STR-WIPERBLADES	55.08			2500 430200	232		101000
	4774-46056	01/09/24 STR-GASANTIFREEZE	20.34			2500 430200	231		101000
	4774-46008	01/04/24 STR-TRANS FLD 1GAL QTY2	55.98			2500 430200	220		101000
	4774-46055	01/09/24 STR-WIPER FLD	38.94			2500 430200	220		101000
	4774-46171	01/17/24 PD-TOW STRAP	36.99			1000 420100	220		101000
	4774-46267	01/26/24 SWR-FUNNEL	2.79			5310 430600	220		101000
	4774-46232	01/22/24 PD-WIPER FLUID/WIPER BLADE	40.44			1000 420100	232		101000
	4774-46232	01/22/24 PD-MOTOR OIL	29.96			1000 420100	231		101000
		Total for Vendor:	318.67						
*** Claim from another period (1/24) ****									
45431		3168 PAXXO (USA) INC	462.24						
	F24-030	01/24/24 SWR-LONGOPAC CASSETTE MAXI ST	462.24			5310 430600	220		101000
		Total for Vendor:	462.24						
*** Claim from another period (1/24) ****									
45408		3204 PLAN IT SOFTWARE LLC	800.00						
		Annual license thru March 2025							
	23PLANIT11	01/16/24 Annual license - thru 3/25	800.00*			1000 410500	355		101000
		Total for Vendor:	800.00						
*** Claim from another period (1/24) ****									
45394		1888 PLETCH ELECTRIC INC	513.64						
	5679	01/05/24 WTR-REPLACE LED BULBS	319.70			5210 430500	366		101000
	5678	01/05/24 PD-TROUBLE SHOOT HEATER	193.94			1000 411200	366		101000
		Total for Vendor:	513.64						
*** Claim from another period (1/24) ****									
45438		1823 POLLARD WATER	51.70						
	013124	01/31/24 WTR-RETURN/RESTOCKING FEE	51.70			5210 430500	240		101000
		Total for Vendor:	51.70						
*** Claim from another period (1/24) ****									
45401		3192 POP A SQUAT PORTABLES	285.00						
	15124	01/25/24 PRKS-3 PORTA POTTIES	285.00			1000 460400	399		101000
		Total for Vendor:	285.00						

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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
		*** Claim from another period (1/24) ****							
45442		3228 POWER SERVICE, INC	572.00						
	PSI0000247	11/13/23 SWR-EQ PUMP SEALS	572.00			5310 430600	240		101000
		Total for Vendor:	572.00						
		*** Claim from another period (1/24) ****							
45406		3136 RICE, BRANDON	59.99						
	3317550114	11/03/23 PD-REIMBURSE FLASHDRIVES	59.99			1000 420100	210		101000
		Total for Vendor:	59.99						
		*** Claim from another period (1/24) ****							
45412		1042 SANDS SURVEYING, INC.	1,942.50						
	38132	01/23/24 P/Z-ROUTINE SRVS 12/18-01/19	1,942.50			1000 411000	399		101000
		Total for Vendor:	1,942.50						
		*** Claim from another period (1/24) ****							
45404		1644 THE CHEMNET CONSORTIUM	227.00						
	121137	01/26/24 STRS-DRUG SCREEN RICK LAWRENCE	102.00*			2500 430200	399		101000
	120665	01/15/24 ANNUAL RANDOM DRUG SCREE	125.00			1000 411800	399		101000
		Total for Vendor:	227.00						
		*** Claim from another period (1/24) ****							
45417		2699 THE MAIL ROOM, INC	1,860.10						
	INVOICE #D118512								
	D118512	01/22/24 PD-MAIL SRVS 01/02-01/19	13.97			1000 420100	310		101000
	D118512	01/22/24 FIN-MAIL SRVS 01/02-01/19	1,724.05			1000 410500	310		101000
	D118512	01/22/24 WTR-MAIL SRVS 01/02-01/19	13.08			5210 430500	310		101000
	D118512	01/22/24 SWR-MAIL SRVS 01/02-01/19	13.08			5310 430600	310		101000
	D118512	01/22/24 CRT-MAIL SRVS 01/02-01/19	57.23			1000 410360	310		101000
	D118512	01/22/24 PLN-MAIL SRVS 01/02-01/19	38.69			1000 411000	310		101000
		Total for Vendor:	1,860.10						
		*** Claim from another period (1/24) ****							
45420		1623 THE UPS STORE #4515	12.67						
	019206	01/10/24 PD-EVIDENCE SHIPPING	12.67			1000 420100	310		101000
		Total for Vendor:	12.67						
		*** Claim from another period (1/24) ****							
45410		3200 USABLUEBOOK	120.10						
	INV0023935	01/08/24 SWR-PLEATED HYDRO FILTER	120.10			5310 430600	240		101000
		Total for Vendor:	120.10						

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CITY OF COLUMBIA FALLS
Claim Approval List
For the Accounting Period: 2/24

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* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
*** Claim from another period (1/24) ****									
45397	E	1218 VERIZON WIRELESS	1,396.26						
		9954131336 01/12/24 ADMIN-01/13/24-02/12/24	19.94			1000 410400	345		101000
		9954131336 01/12/24 FIN-01/13/24-02/12/24	19.94			1000 410500	345		101000
		9954131336 01/12/24 FIRE-01/13/24-02/12/24	120.42			1000 420400	345		101000
		9954131336 01/12/24 FAC-01/13/24-02/12/24	12.44			1000 411200	345		101000
		9954131336 01/12/24 STRS-01/13/24-02/12/24	111.92			2500 430200	345		101000
		9954131336 01/12/24 PD-01/13/24-02/12/24	748.43			1000 420100	345		101000
		9954131336 01/12/24 PRKS-01/13/24-02/12/24	49.73			1000 460400	345		101000
		9954131336 01/12/24 WTR-01/13/24-02/12/24	181.59			5210 430500	345		101000
		9954131336 01/12/24 SWR-01/13/24-02/12/24	82.11			5310 430600	345		101000
		9954131336 01/12/24 CRT-01/13/24-02/12/24	49.74			1000 410360	345		101000
		Total for Vendor:	1,396.26						
*** Claim from another period (1/24) ****									
45440		84 WESTERN BUILDING CENTER	457.51						
		4I636002 01/05/24 NEW TOILET IN FIRE HALL	7.27			1000 411200	240		101000
		4I635396 01/05/24 SEALENT SUPPLIES NEW TOILET	19.68			1000 411200	240		101000
		4I637887 01/08/24 SWR-ADAPTERS/COUPLINGS	6.25			5310 430600	240		101000
		4I637655 01/08/24 SWR-FOAM TAPE PVC	9.98			5310 430600	240		101000
		4I641383 01/10/24 SWR-PLIERS/HEATING CABLE	51.98			5310 430600	220		101000
		4I641579 01/10/24 STR-EXTENSION CORD	99.79			2500 430200	220		101000
		4I643090 01/11/24 FD-DOOR SWEEP	27.58			1000 420400	240		101000
		4I643801 01/12/24 SWR-PIPE HEATING CABLE 9'	32.99			5310 430600	240		101000
		4I644140 01/12/24 SWR-SHARKBITE COUPLING BALL	49.97			5310 430600	240		101000
		4I647099 01/16/24 SWR-ADAPTER/SHOP TOWELS	29.97			5310 430600	220		101000
		4I644693 01/13/24 SWR-TRUSS/WOOD	27.34			5310 430600	220		101000
		4I648045 01/17/24 FD-SNOW SHOVEL	24.99			1000 420400	220		101000
		4I649060 01/18/24 FD-HITCH PIN 5/8IN	8.29			1000 420400	232		101000
		4I652706 01/22/24 SWR-RIGID CONDUIT	1.19			5310 430600	240		101000
		4I655779 01/24/24 FD-ICE MELT/GOOF OFF REMOVER	58.95			1000 420400	220		101000
		4I657243 01/25/24 SWR-10-32X2" COMBO RD MACH Z	1.29			5310 430600	232		101000
		Total for Vendor:	457.51						
*** Claim from another period (1/24) ****									
45432		1325 WESTERN STATES EQUIPMENT	728.00						
		002675108 01/31/24 SWR-DIAGNOSTIC TEST/STARTIN	728.00			5310 430600	361		101000
		Total for Vendor:	728.00						

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CITY OF COLUMBIA FALLS
Claim Approval List
For the Accounting Period: 2/24

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* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
*** Claim from another period (1/24) ****									
45446		3021 WGM GROUP	1,685.17						
INVOICE RIVERS EDGE PARK FISHING PIER									
	71062	01/11/24 INV#2 RIVERS EDGE PARK FISHING	1,685.17			1000 460400	354		101000
			Total for Vendor:	1,685.17					
*** Claim from another period (1/24) ****									
45413		2915 WHITE ROCK AGGREGATE LLC	2,373.50						
	23391	01/16/24 STRS-3/8" CHIPS	2,373.50			2500 430200	452		101000
			Total for Vendor:	2,373.50					
*** Claim from another period (1/24) ****									
45429		3218 YELLOWSTONE WATERWORKS	2,999.68						
	81-1318	01/22/24 SWR-M2000 MAG METER	2,999.68			5310 430600	240		101000
			Total for Vendor:	2,999.68					
				# of Claims	57	Total:	119,545.58	# of Vendors	55
						Total Electronic Claims	1,396.26		
						Total Non-Electronic Claims	118149.32		

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CITY OF COLUMBIA FALLS
Fund Summary for Claims
For the Accounting Period: 2/24

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Fund/Account	Amount
1000 GENERAL FUND	
101000 CASH/CASH EQUIVALENTS	21,278.74
2310 TAX INCREMENT DISTRICT FUND	
101000 CASH/CASH EQUIVALENTS	2,710.00
2500 SPECIAL STREET MAINTENANCE DISTRICT FUND	
101000 CASH/CASH EQUIVALENTS	10,367.13
4040 CAPITAL PROJECTS FUND - Street	
101000 CASH/CASH EQUIVALENTS	2,205.00
5210 WATER ENTERPRISE FUND	
101000 CASH/CASH EQUIVALENTS	2,908.09
5310 SEWER ENTERPRISE FUND	
101000 CASH/CASH EQUIVALENTS	80,076.62
Total:	119,545.58

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CITY OF COLUMBIA FALLS
Claim Approval Signature Page
For the Accounting Period: 2 / 24

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Report ID: AP100A

Council Meeting Date: Feb 5, 2024

Claims Submitted to Council: \$ 119,545.58

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

Prepared By: Shawn Bates, Finance Director
Shawn Bates

Approved by Susan M. Nicosia, City Manager

Susan M. Nicosia

City Council to Approve by motion on consent agenda

the following claims are significant or unusual in nature:
NCC Neumann Construction Co. - \$72,061.36 = Final Payment, Hilltop Sewer and Lift Station 5 Rehab - Fund 5310
Morrison-Maierle Inc. - \$5,386.89 Engineering for Biz District Sidewalk projects, Overlay & Reconstruction Project
and 6th Ave W cameras. (Funds 231, 4040 and 2500, respectively.)
Please contact Shawn Bates with any questions on any claim.

Total for Payroll Checks

	Employee	Employer	Amount
ADDL HOURS (Additional)	0.00		214.47
COMA HOURS (Comp Time Accumulated)	48.01		
COMP HOURS (Comp Time Used)	2.50		63.50
HOL HOURS (Holiday Pay)	267.25		8,194.48
HOLW HOURS (Holiday Worked @ 2.5x)	8.00		289.92
J003 HOURS (PD HOL WK)	36.00		1,850.76
J008 HOURS (PD HOL WK OT)	15.50		607.87
OTHE HOURS (Other Time Used)	96.00		3,716.16
OVER HOURS (Overtime)	164.25		6,716.09
OVID HOURS (STEP overtime)	6.00		236.34
REG HOURS (Regular Time)	2,291.75		72,484.01
SHFN HOURS (Shift B)	269.00		538.00
SHFQ HOURS (OVT B)	46.50		139.50
SHFU HOURS (Hol wk B)	24.00		120.00
SICK HOURS (Sick Time)	71.00		2,599.84
VACA HOURS (Vacation Time Used)	114.50		3,678.60
VOLN HOURS (Not in use)	24.00		1,200.00
GROSS PAY	101,449.54	0.00	
NET PAY	70,553.20	0.00	
NET PAY (CHECKS)	1,539.10		
NET PAY (DIRECT DEPOSIT)	69,014.10		
AFLAC-POSTTAX	86.97	0.00	
AFLAC-PRETAX	165.04	0.00	
CHILD SUPPORT P	206.76	0.00	
CITY OF CF ELEC	2,002.60	0.00	
CITY OF COLUMBI	20.00	0.00	
FIT	8,184.82	0.00	
FLEX ALLEGIANCE	782.33	22.50	
FOP	405.00	0.00	
HEALTHINS/PRE	2,634.66	23,114.00	
MEDICARE	1,421.16	1,421.16	
MT ST FIRE ASSO	104.93	0.00	
NATIONWIDE/CITY	0.00	2,146.13	
NATIONWIDE/EMP	238.33	0.00	
P.E.R.S.	4,165.46	4,782.36	
PERS RETIREE	0.00	80.27	
PERS/FURS	1,122.71	1,506.77	
PERS/POLICE	2,673.72	4,280.91	
SIT	2,859.00	0.00	
SOCIAL SECURITY	3,352.80	3,352.80	
TEAMSTERS DUES	327.00	0.00	
UNEMPL. INSUR.	0.00	450.21	
UNUM LIFE INS.	143.05	0.00	
WORKERS' COMP	0.00	3,085.07	
CHARLES SCHWAB	1,728.39	0.00	
FIRST INTERSTAT	1,124.76	0.00	
FREEDOM BANK	3,991.16	0.00	
GLACIER BANK KA	9,393.09	0.00	

Jan. 19, 2024
 Payroll
 \$ 171,132.34
 Barb Sealand

GLACIER BANK MS	1,715.48	0.00
GLACIER BANK/CF	19,849.83	0.00
GLACIER BANK/WF	1,903.83	0.00
NAVY FEDERAL CR	2,735.45	0.00
PARKSIDE CR U	8,656.24	0.00
STRIDE BANK	1,160.59	0.00
USAA FEDERAL	1,435.02	0.00
USBANK.	758.30	0.00
WELLS FARGO	2,657.34	0.00
WELLS FARGO, TX	1,749.10	0.00
WFISH CR UNION	10,155.52	0.00
FIT/SIT BASE	87,664.69	0.00
MEDICARE BASE	98,011.04	0.00
PERS BASE	93,812.97	0.00
SOC SEC BASE	54,077.42	0.00
UN BASE	100,049.54	0.00
WC BASE	99,512.50	0.00

Total 44,242.18
 Total Payroll Expense (Gross Pay + Employer Contributions): 145,691.72
 *** PAYROLL REGISTER + VOLUNTEER PAYROLL REGISTER = PAYROLL SUMMARY ***

Check Summary

Payroll Checks Prev. Out.	\$22,654.36
Payroll Checks Issued	\$59,701.87
Payroll Checks Redeemed	\$22,347.55
Payroll Checks Outstanding	\$60,008.68
Electronic Checks	\$111,430.47

Deductions Accrued	Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
Social Security	6705.60	6705.60		212260
Medicare	2842.32	2842.32		212260
P.E.R.S.	8947.82	8947.82		212270
Unempl. Insur.	450.21	876.19	1326.40	212210
Workers' Comp	3085.07	5937.47	9022.54	212220
FIT	8184.82	8184.82		212260
SIT	2859.00	2859.00		212260
AFLAC-PRETAX	165.04	330.08		212230
NATIONWIDE/EMP	238.33	238.33		212280
Teamsters dues	327.00	654.00		212310
PERS/Police	6954.63	6954.63		212240
NATIONWIDE/CITY	2146.13	2146.13		212280
AFLAC-POSTTAX	86.97	173.94		212230
PERS/FURS	2629.48	2629.48		212275
MT ST FIRE ASSO	104.93	104.93		212315
HEALTHINS/PRE	25748.66	54002.50	-2505.18	212400
CITY OF COLUMBI	20.00	20.00		212450
UNUM LIFE INS.	143.05	286.10		212400
FLEX ALLEGIANCE	804.83	804.83		212285
CHILD SUPPORT P	206.76	206.76		212330
FOP	405.00	405.00		212335

01/18/24
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CITY OF COLUMBIA FALLS
Payroll Summary For Payrolls from 01/19/24 to 01/19/24

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CITY OF CF ELEC	2002.60		2002.60		212450
PERS RETIREE	80.27		80.27		212270
Total Ded.	75138.52	33284.38	100579.14	7843.76	

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

Total for Payroll Checks

	Employee	Employer	Amount
ADDL HOURS (Additional)	0.00		22.00
COMA HOURS (Comp Time Accumulated)	68.63		
COMP HOURS (Comp Time Used)	7.00		174.89
HOL HOURS (Holiday Pay)	267.28		8,091.72
HOLW HOURS (Holiday Worked @ 2.5x)	23.50		933.87
J003 HOURS (PD HOL WK)	55.00		2,502.56
OTHE HOURS (Other Time Used)	92.00		3,617.00
OVER HOURS (Overtime)	181.50		7,787.32
PERS HOURS (Personal Time Used)	8.00		430.29
REG HOURS (Regular Time)	2,284.50		71,123.19
SFTO HOURS (Shift Sup/FTO - \$1.5/hour)	3.00		4.50
SHFN HOURS (Shift B)	304.00		608.00
SHFQ HOURS (OVT B)	9.00		27.00
SHFU HOURS (Hol wk B)	24.00		120.00
SICK HOURS (Sick Time)	42.04		1,024.24
VACA HOURS (Vacation Time Used)	152.21		4,541.92
GROSS PAY	101,008.50	0.00	
NET PAY	69,863.72	0.00	
NET PAY (CHECKS)	899.04		
NET PAY (DIRECT DEPOSIT)	68,964.68		
AFLAC-POSTTAX	86.97	0.00	
AFLAC-PRETAX	165.04	0.00	
CHILD SUPPORT P	206.76	0.00	
CITY OF CF ELEC	1,948.00	0.00	
CITY OF COLUMBI	20.00	0.00	
FIT	8,222.21	0.00	
FLEX ALLEGIANCE	782.33	22.50	
FOP	405.00	0.00	
HEALTHINS/PRE	2,718.77	23,883.00	
MEDICARE	1,415.93	1,415.93	
MT ST FIRE ASSO	105.74	0.00	
NATIONWIDE/CITY	0.00	2,254.64	
NATIONWIDE/EMP	238.33	0.00	
P.E.R.S.	4,289.65	4,924.96	
PERS RETIREE	0.00	126.53	
PERS/FURS	1,131.42	1,518.44	
PERS/POLICE	2,624.77	4,202.55	
SIT	2,880.00	0.00	
SOCIAL SECURITY	3,433.81	3,433.81	
TEAMSTERS DUES	327.00	0.00	
UNEMPL. INSUR.	0.00	454.49	
UNUM LIFE INS.	143.05	0.00	
WORKERS' COMP	0.00	3,030.22	
CHARLES SCHWAB	1,728.39	0.00	
FIRST INTERSTAT	1,116.14	0.00	
FREEDOM BANK	4,729.77	0.00	
GLACIER BANK KA	8,645.19	0.00	
GLACIER BANK MS	2,720.91	0.00	

Payroll 2/2/2024
 \$115,467.03
 Dave Sealand

GLACIER BANK/CF	19,924.08	0.00
GLACIER BANK/WF	2,030.30	0.00
NAVY FEDERAL CR	2,462.02	0.00
PARKSIDE CR U	8,456.16	0.00
STRIDE BANK	1,154.29	0.00
USAA FEDERAL	1,435.02	0.00
USBANK.	803.65	0.00
WELLS FARGO	2,431.53	0.00
WELLS FARGO, TX	2,072.14	0.00
WFISH CR UNION	9,255.09	0.00
FIT/SIT BASE	87,110.19	0.00
MEDICARE BASE	97,649.00	0.00
PERS BASE	95,432.74	0.00
SOC SEC BASE	55,384.09	0.00
UN BASE	101,008.50	0.00
WC BASE	97,578.54	0.00

Total 45,267.07
Total Payroll Expense (Gross Pay + Employer Contributions): 146,275.57

Check Summary

Payroll Checks Prev. Out.	\$60,008.68
Payroll Checks Issued	\$3,724.51
Payroll Checks Redeemed	\$0.00
Payroll Checks Outstanding	\$63,733.19
Electronic Checks	\$111,742.52

Deductions Accrued	Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
Social Security	6867.62	6867.62		212260
Medicare	2831.86	2831.86		212260
P.E.R.S.	9214.61	9214.61		212270
Unempl. Insur.	454.49	1330.68	1785.17	212210
Workers' Comp	3030.22	8967.69	11997.91	212220
FIT	8222.21	8222.21		212260
SIT	2880.00	2880.00		212260
AFLAC-PRETAX	165.04	165.04	330.08	212230
NATIONWIDE/EMP	238.33	238.33		212280
Teamsters dues	327.00	327.00	654.00	212310
PERS/Police	6827.32	6827.32		212240
NATIONWIDE/CITY	2254.64	2254.64		212280
AFLAC-POSTTAX	86.97	86.97	173.94	212230
PERS/FURS	2649.86	2649.86		212275
MT ST FIRE ASSO	105.74	105.74		212315
HEALTHINS/PRE	26601.77	26601.77	53203.54	212400
CITY OF COLUMBI	20.00	20.00		212450
UNUM LIFE INS.	143.05	143.05	286.10	212400
FLEX ALLEGIANCE	804.83	804.83		212285
CHILD SUPPORT P	206.76	206.76		212330
POP	405.00	405.00		212335
CITY OF CF ELEC	1948.00	1948.00		212450
PERS RETIREE	126.53	126.53		212270

02/01/24
17:24:49

CITY OF COLUMBIA FALLS
Payroll Summary For Payrolls from 02/02/24 to 02/02/24

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Total Ded.	76411.85	37622.20	45603.31	68430.74
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**** Carried Forward column only correct if report run for current period.

CITY OF COLUMBIA FALLS
CITY COUNCIL REGULAR MEETING MINUTES
HELD JANUARY 16, 2024

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

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

Also present: City Manager Nicosia, City Clerk Staland, City Attorney Breck, Fire Chief Weeks and Police Chief Peters.

PLEDGE OF ALLEGIANCE

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

CONSENT AGENDA: Councilor Lovering made motion to approve the consent agenda noting all claims appeared to be in order, seconded by Councilor King with Council voting as follows. Ayes: Lovering, Piper, Price, Robinson, King, and Barnhart.

Approval of Claims - January 16, 2024 - \$98,244.48

Approval of Payroll Claims - January 5, 2024 - \$109,326.82

Approval of Payroll Quarterlies - December 31, 2023 - \$19,439.13

Approval of Regular Meeting Minutes - January 2, 2024

Authorization of the 2023 Communication 2023 AFG Grant Application MOU and Authorize City Manager to Execute

PUBLIC COMMENT: None

NEW BUSINESS:

Pumper Rescue Apparatus Purchase

City Manager Nicosia said the Public Safety Committee met with the Columbia Falls Rural Fire District Board on Monday, January 8, 2024, to discuss the purchase of the pumper/rescue apparatus purchase. Fire Chief Weeks researched current available apparatus meeting the department's specifications and price range. The City and Rural Fire District can take advantage of a Sourcewell contract providing for a 19% cost savings in addition to a "cash price" savings offered by the vendor. The Rural Board voted in favor of taking advantage of the apparatus as specified and, in the amount not to exceed the quoted \$785,000 said Nicosia.

The City and the Rural District have an inter-local agreement whereby they share in the cost of the purchase of any joint-use apparatus; the Rural District share is 62% at \$487,529.66 and the City share is 38% for \$297,470.34 totaling \$785,000.00.

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 and use those funds to pay off or offset any loan. The loan meets the allowable statutory limits for incurring debt without a vote, said Nicosia.

Fire Chief Weeks and City Manager Nicosia recommend the cash price with a performance bond. It was expressed by the vendor that the City may have to pay for such a bond.

Councilor King motioned to approve the purchase of the Pumper Rescue Apparatus as recommended, seconded by Councilor Piper.

Councilor Lovering inquired about using the Resort Tax funds for one purchase. City Manager Nicosia said it is within the budget and the city is making the last payment on the ladder truck, having committed the funds to pay the loan off early. Nicosia noted that the Council has appropriated funds from the resort tax to specifically be used for public safety; and it will reduce the loan. Fire Chief Weeks said the new apparatus is replacing 431 which is 30 years old.

Councilor King asked where the money comes from to pay the bond. City Manager Nicosia said we will use the proceeds from the sale of equipment, resort tax funds or loan funds. The City will use the \$155,684 in resort tax plus an internal loan from Cedar Creek Trust for \$141,786 plus the bond.

Mayor Barnhart asked what the current interest rate was on loans from the trust. Nicosia said interest on the loans from the trust are set at the average rate of earnings from the last fiscal year which was 4.0%, up from 0.32% the year before due to the ever-increasing interest earnings rate responded Nicosia. Nicosia said the loan would be a maximum of ten years and the Council could make the payment out of the General Fund and not out of resort tax if council so chooses. Mayor Barnhart asked how much money was added to the public safety reserve last year. Nicosia said the council added approximately \$88k during the budget process.

Motion carried with voting as follows: Ayes: Piper, Price, Robinson, King, Lovering and Barnhart.

ORDINANCES / RESOLUTIONS:

Second and Final Reading - Ordinance #828 - Zone Change from CR-3 to CB-2:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COLUMBIA FALLS, MONTANA, AMENDING THE COLUMBIA FALLS ZONING MAP FROM CR-3 ONE FAMILY RESIDENTIAL TO CB-2 GENERAL BUSINESS AT 165 VETERANS DRIVE, FURTHER DESCRIBED AS LOT 2 OF THE ST. RICHARDS SUBDIVISION IN SECTION 18, T30N, R20W, P.M.M., FLATHEAD COUNTY

Councilor Lovering motioned to approve the final reading of Ordinance # 828, seconded by Councilor King with Council voting as follows. Ayes: Price, Robinson, King, Lovering, Piper and Barnhart.

Resolution # 1913:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLUMBIA FALLS, MONTANA CREATING A PLANNING COMMISSION

Councilor Price inquired if a resident within School District 6 boundaries with experience expressed interest in the City Planning Commission would council consider them. Mayor Barnhart said no, they would not as it is a City Planning Commission.

Councilor Piper motioned to approve Resolution # 1913, seconded by Councilor King with council voting as follows. Ayes: Robinson, King, Lovering, Piper, Price, and Barnhart.

REPORTS / BUSINESS FROM MAYOR & COUNCIL

Councilor Piper said with the recent accumulation of snow he would like to see the fire hydrants dug out. Fire Chief Weeks said they will address them right away.

Councilor Lovering commended the city street crew for clearing the intersections on Nucleus Ave.

Mayor Barnhart said it looks like they assisted property owners with the sidewalks along the highway.

Mayor Barnhart now that we have an outline of the City Manager job position, what is the timeline? Nicosia said we will send it to ICMA, State and other local entities. We will have a complete brochure and mail it out in February and start vetting candidates in March. City Attorney Breck said council will have a closed session to go over the applicants.

Councilor Price said she made a couple phone calls regarding the CFAC cleanup. Price said the number one purpose of the EPA is to issue regulations to implement federal pollution control laws to protect human health and to insure clean land. Price believes MT DEQ should be fighting for the members of our community and state. By leaving the contaminant buried they are failing on the main focus. Price asked if the council could write a letter to the County Commissioners for support.

Councilor Piper said it has been a 10-year process and the city has been on board from the start. As a city and a council, we have done a great job in being active in the 10-year process.

Councilor Lovering said we have already written letters to the Commissioners. Mayor Barnhart said it is county property and not city property, we cannot tell them what to do on their property. Price asked if she could make phone calls as an individual and not as a council person. City Attorney Breck said in theory you can but it becomes difficult because it's not just you controlling it. People associate you as a member of the City Council by name and can misconstrue that you are acting on behalf of the City as a council person, and then you have to go back and make corrections. It can become burdensome for the council to explain that you were speaking in an individual capacity.

After council discussion, council voted on sending another letter to the County Commissioners. There were two in favor of sending a letter and three not in favor of sending a letter.

City Attorney Breck added whoever becomes the owner of the property has absolute liability.

CITY MANAGER REPORT

Project Updates

Nicosia reported that City staff is asking for council to review the Water/Sewer Billing - Owner's Name on Account. The last review was in 2014 and we did not proceed with the code change at that time due to the limited public participation from the property owners. However, since that time, the number of landlords has grown and rental time limits have changed so there has been a dramatic increase in "move-in/move-outs" creating extraordinary work for both Finance/Utility Billing and the Water Department. Ten years ago the city identified 290 rental units and now have 370 rental units identified in the system. Nicosia noted that she concurs with the request and the next council agenda will include a notice of public hearing.

Nicosia reported that the City Public Works Department is working on the HB 355 projects including prepping request for proposals and call for bids for the priority projects identified by Council. Once numbers are in place, the city will submit grant applications for each project to the state. On the Treatment Plant ARPA Project, city staff has vetted the 90% design with HDR. It should be ready to call for bids by the February 5, 2024, council meeting.

CITY ATTORNEY REPORT

City Attorney Breck said on the case that was brought before the Gallatin County Court in early December against the implementation of numerous land use bills; there have been no hearings or contested hearings.

Fire Chief Weeks said the Fire Department had a busy weekend with 19 calls and we were able to attend to all calls in a timely manner.

Police Chief Peters said it was busy but there were no fatalities in the cold weather, for which he was grateful.

MISCELLANEOUS

- Council Correspondence
- Fire Department - December Activity

ADJOURN

Councilor Lovering motioned to adjourn, seconded by Councilor King and the meeting was adjourned at 8:18 p.m.

Mayor

City Clerk

February 5, 2024

To: Mayor & Council

From: Susan M. Nicosia, City Manager

RE: Excess Vacation Carryover and Compensation

In accordance with state statute and my employment agreement terms effective July 1, 2020, I am requesting Council consent to carryover my excess vacation accrual as of December 31, 2023 to be used by December 31, 2024 (as it is not possible to use my accrued vacation hours before March 31, 2024). Further, pursuant to Section 2. C of the contract, I request compensation for the 141.76 hours I would otherwise forfeit.

Council Action Requested: Consent to carryover of excess hours through December 31, 2024, or end of contract June 30, 2024 and compensation for hours that would otherwise be forfeited.

CHANGE ORDER NO.: 4

Owner:	City of Columbia Falls	Owner's Project No.:	
Engineer:	HDR Engineering, Inc.	Engineer's Project No.:	10330911
Contractor:	Neumann Construction Co.	Contractor's Project No.:	
Project:	Hilltop Sewer Replacement and Lift Station No. 5 Rehabilitation		
Contract Name:	Hilltop Sewer Replacement and Lift Station No. 5 Rehabilitation		
Date Issued:	2/1/2024	Effective Date of Change Order:	

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

Description:

Work and materials to accommodate unknown water and sewer main crossing. The crossing was designed and constructed as approved by MDEQ. Change order also includes valley gutter replacement work not explicitly called out in plans.

Attachments:

Itemized price sheet.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 798,262.00	Original Contract Times: Substantial Completion: 120 days from 5/2/2023 Ready for final payment: 150 days from 5/2/2023
Increase from previously approved Change Orders No. 1 to No. 3: \$ 122,565.20	Increase or Decrease from previously approved Change Orders No.1 to No. 3: Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price prior to this Change Order: \$ 920,827.20	Contract Times prior to this Change Order: Substantial Completion: 120 days from 5/2/2023 Ready for final payment: 150 days from 5/2/2023
Increase this Change Order: \$ 11,100.00	Increase or Decrease this Change Order: Substantial Completion: 0 days Ready for final payment: 0 days
Contract Price incorporating this Change Order: \$ 931,927.20	Contract Times with all approved Change Orders: Substantial Completion: 120 days from 5/2/2023 Ready for final payment: 150 days from 5/2/2023

Recommended by Engineer (if required) By: _____ <div style="display: flex; justify-content: space-between; align-items: center;"> Rickey Schultz </div> Title: <u>Project Manager</u> Date: <u>February 1, 2024</u>	Accepted by Contractor Kevin Neumann _____ president _____ _____
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	<u>Authorized by Owner</u>	<u>Approved by Funding Agency (if applicable)</u>
By:	_____	_____
Title:	_____	_____
Date:	_____	_____



January 21, 2024

HDR Engineering

Re: CITY OF COLUMBIA FALLS HILLTOP MAIN SEWER REPLACEMENT AND LIFT STATION 5 REHABILITATION – CHANGE ORDER 4 – WATER MAIN CONFLICT

Rickey,
The following proposal is in reference to the above mentioned project. Included is our price to provide labor, equipment, and materials necessary to complete work as discussed and agreed upon. Items are detailed as follows

Item No.	Description	Unit Measure	Estimated Quantity	Unit Price	Total Price
1	20' X 1' CONCRETE FOR CONFLICTING GRADE	LS	1	\$ 1,200.00	\$ 1,200.00
2	LABOR AND EQUIPMENT TO EXPOSE/SHORE	LS	1	\$ 3,040.00	\$ 3,040.00
3	VALLEY GUTTER IN BETH DEMO/REMOVE	LS	1	\$ 1,260.00	\$ 1,260.00
4	FORM AND POUR NEW VALLEY GUTTER	LS	1	\$ 5,600.00	\$ 5,600.00
SUBTOTAL ITEMS 1-4					\$ 11,100.00

Thank you for your consideration on this project, please contact me with any questions.

Sincerely,

Kevin Neumann
president

CHANGE ORDER NO.: 5

Owner:	City of Columbia Falls	Owner’s Project No.:	
Engineer:	HDR Engineering, Inc.	Engineer’s Project No.:	10330911
Contractor:	Neumann Construction Co.	Contractor’s Project No.:	
Project:	Hilltop Sewer Replacement and Lift Station No. 5 Rehabilitation		
Contract Name:	Hilltop Sewer Replacement and Lift Station No. 5 Rehabilitation		
Date Issued:	2/1/2024	Effective Date of Change Order:	

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

Description:

Change order covers work and materials for the modifications necessary to complete the Lift Station No. 5 work. This includes removal of the wet well fillet, additional pipe bends to lower the force main elevation, and valley gutter removal and replacement.

Attachments:

Itemized price sheet.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 798,262.00	Original Contract Times: Substantial Completion: 120 days from <u>5/2/2023</u> Ready for final payment: 150 days from <u>5/2/2023</u>
Increase from previously approved Change Orders No. 1 to No. 4: \$ 133,665.20	Increase or Decrease from previously approved Change Orders No.1 to No. 4: Substantial Completion: <u>0 days</u> Ready for final payment: <u>0 days</u>
Contract Price prior to this Change Order: \$ 931,927.20	Contract Times prior to this Change Order: Substantial Completion: 120 days from <u>5/2/2023</u> Ready for final payment: 150 days from <u>5/2/2023</u>
Increase this Change Order: \$ 14,920.00	Increase or Decrease this Change Order: Substantial Completion: <u>0 days</u> Ready for final payment: <u>0 days</u>
Contract Price incorporating this Change Order: \$ 946,847.20	Contract Times with all approved Change Orders: Substantial Completion: 120 days from <u>5/2/2023</u> Ready for final payment: 150 days from <u>5/2/2023</u>

Recommended by Engineer (if required)

Accepted by Contractor

By: _____
 Rickey Schultz *Rickey L. Schultz Jr.*

Kevin Neumann

Title: Project Manager

President

Date: February 1, 2024

	<u>Authorized by Owner</u>	<u>Approved by Funding Agency (if applicable)</u>
By:	_____	_____
Title:	_____	_____
Date:	_____	_____



January 21, 2024

HDR Engineering

Re: CITY OF COLUMBIA FALLS HILLTOP MAIN SEWER REPLACEMENT AND LIFT STATION 5 REHABILITATION – CHANGE ORDER 5 – LIFT STATION MODIFICATIONS

Rickey,
 The following proposal is in reference to the above mentioned project. Included is our price to provide labor, equipment, and materials necessary to complete work as discussed and agreed upon. Items are detailed as follows

Item No.	Description	Unit Measure	Estimated Quantity	Unit Price	Total Price
1	HAMMER OUT FILLET	LS	1	\$ 4,320.00	\$ 4,320.00
2	4 - 45 DEGREE BENDS (LOWER FORCEMAIN)	LS	1	\$ 2,500.00	\$ 2,500.00
3	DEMO AND REMOVE VALLEYGUTTER	LS	1	\$ 1,450.00	\$ 1,450.00
4	REPLACE VALLEY GUTTER	LS	1	\$ 6,650.00	\$ 6,650.00
SUBTOTAL ITEMS 1-4					\$ 14,920.00

Thank you for your consideration on this project, please contact me with any questions.
 Sincerely,

Kevin Neumann
 president

Doyle & Associates, P.C.

CERTIFIED PUBLIC ACCOUNTANTS

103 Tyler Way, Suite 2 ♦ P.O. Box 446
Lolo, MT 59847-0446
Phone: (406) 273-0700 ♦ Fax: (406) 273-4300
www.doyleandassoc.com

January 17, 2024

To the City of Columbia Falls and Management
City of Columbia Falls
130 6th St. W #A
Columbia Falls, MT 59912

We are pleased to confirm our understanding of the services we are to provide for the City of Columbia Falls, Flathead County, Montana ("City") for the year ended June 30, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of the City as of and for the year ended June 30, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Schedule of Changes in Total OPEB Liability and Related Ratios
- 3) Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual General Fund and Major Funds.
- 4) Schedules of City's Proportionate Share of Net Pension Liability
- 5) Schedules of City's Pension Plan Contributions

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We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements.

1) Schedule of expenditures of federal awards.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of the accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and

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abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning: According to GAAS, significant risks include management override of controls, and GAAS presumes that revenue recognition is a significant risk. Accordingly, we have considered these as significant risks.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud

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may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist management in preparing the financial statements, schedule of expenditures of federal awards, and related notes of the City in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

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You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

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You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also

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responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Doyle & Associates, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Montana Department of Administration, Local Government Services Bureau or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Doyle & Associates, P.C.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Montana Department of Administration, Local Government Services Bureau. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Tana Doyle is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit during February 2024.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.) except that we agree that our gross fee, including expenses, will not exceed \$18,200. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of

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termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to Management and City Council of the City of Columbia Falls, Flathead County, Montana. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor’s report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity’s internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity’s internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City of Columbia Falls and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

Doyle & Associates, P.C.

RESPONSE:

This letter correctly sets forth the understanding of the City of Columbia Falls:

Management signature: *[Signature]*
Title: City Manager
Date: Jan 24, 2024

Governance signature: *[Signature]*
Title: Mayor
Date: Jan 24, 2024

DEPARTMENT OF ADMINISTRATION

STANDARD AUDIT CONTRACT

This Contract is made this 15th day of January, 2024, by and among Doyle & Associates, P.C.

Certified Public Accountant ("Contractor"),

City of Columbia Falls, Flathead County, Montana

Governmental Entity ("Entity"),

and the Montana Department of Administration, Local Government Services, ("State"), acting under the authority of Title 2, Chapter 7, Part 5, of the Montana Code Annotated. The State's mailing address, phone number and e-mail address are P.O. Box 200547, Helena, MT 59620-0547; (406) 444-9101; and LGSPortalRegistration@mt.gov.

1. Effective Date: This contract is not effective with respect to any party until it is approved and signed by the State, as required by Section 2-7-506(3), MCA. The Contractor may not begin any audit work until the State gives this approval. If the Contractor begins work before the State's approval of the contract and the State subsequently does not approve the contract, the Contractor is not entitled to receive any compensation for the work performed.

2. Audit Period and Payment: This contract covers the following audit period(s): July 1, 2022 to June 30, 2023.

A. The Entity shall pay the Contractor for the audit work on the basis of time and necessary out-of-pocket expenses, which will not exceed:

\$ 18,200 for initial (or sole) audit covering 07/01/22 to 06/30/23.
\$ for subsequent audit covering / / to / / .
\$ for subsequent audit covering / / to / / .

The Entity shall pay the fees listed in Appendices A, B & C, as applicable, which are attached hereto and incorporated by reference. Any change to the audit fees requires a contract amendment.

B. The contract payments do not include the cost of additional work that may be required if the Contractor discovers a defalcation or material irregularity. Any change in the scope of the audit services to be provided under this contract requires a contract amendment.

C. The Contractor may submit interim bills to the Entity each month, based upon the estimated percentage of contract completion. The Entity may retain ten percent (10%) of each of these estimates until the Contractor has delivered the final audit report, at which time the Entity shall release the amount retained.

3. Peer Review: The Contractor shall provide the Entity with a copy of its most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received

during the contract period.

4. **Audit Scope:** The Contractor shall perform the following:

- A. The Contractor shall conduct the audit in accordance with (i) generally accepted auditing standards adopted by the American Institute of Certified Public Accountants and (ii) the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.

The Contractor shall opine on the presentation of the Entity's financial statements in accordance with the Entity's applicable financial reporting framework prescribed at Section 2-7-504, MCA.

If the Contractor's opinion on the Entity's financial statements is other than unmodified, the Contractor shall fully discuss the reasons with the Entity in advance of issuing a report. If, for any reason, the Contractor is unable to complete the audit or is unable to form or has not formed an opinion, the Contractor may decline to express an opinion or decline to issue a report as a result of the engagement.

- B. The Contractor shall perform tests of internal control over financial reporting. Findings resulting from these tests shall be reported in accordance with Government Auditing Standards
- C. The Contractor shall perform tests of the Entity's compliance with provisions of laws, regulations, contracts, and grant agreements. The Contractor shall use the local government compliance supplement prepared by the State, as required by Section 2-7-505(2), MCA, in conjunction with Government Auditing Standards to determine the compliance testing to be performed during the audit. Findings resulting from these tests shall be reported in accordance with Government Auditing Standards. If the Contractor becomes aware of fraud, waste or abuse, the Contractor shall report related findings in accordance with Government Auditing Standards. The Contractor shall perform tests, including but not limited to the following, to determine whether:
- (1) the Entity has complied with all appropriate statutes and regulations, as required by Section 2-7-502, MCA;
 - (2) the Entity has complied with the provisions of each of its debt covenants and agreements;
 - (3) if the audit is of a county, city or town, the Entity has retained money in a local charge for services fund contrary to the requirements of Sections 17-2-301 through 17-2-303, MCA, as required by Section 17-2-302, MCA. **The Contractor shall report any findings of noncompliance with the provisions of these statutes, regardless of materiality;** and
 - (4) if the audit is of a county or consolidated city/county government, the Entity has complied with state laws relating to receipts and disbursements of agency or custodial funds maintained by the Entity, as required by Section 2-7-505, MCA.

If required by the State, the Contractor shall provide documentation of testing performed to comply with (3) and (4), above.

- D. When applicable, the audit must meet all requirements of the Federal Single Audit Act of 1984, as amended, and Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"). If these federal regulations are amended, the amended regulations will prevail.

- E. The audit scope with regard to federal financial assistance for each fiscal year covered by this contract must be as specified in Appendices A, B and C. Any change to the audit scope with regard to federal financial assistance requires a contract amendment.
- F. Except as provided below, for purposes of determining the scope of the audit, the Entity is considered the financial reporting entity as defined in the Entity's applicable financial reporting framework prescribed at Section 2-7-504, MCA. This provision does not preclude the Entity from engaging a different audit firm for the audit of a segment, fund or component unit of the Entity. However, both the Entity and Contractor shall notify the State whenever the Entity elects to engage a different audit firm for the audit of a segment, fund or governmental component unit. Such additional audit must be contracted for on the State's Standard Audit Contract, and the audit firm shall be on the Roster of Independent Auditors authorized to conduct audits of Montana local governments that is maintained by the State.

If this contract is for an audit of a segment, fund, or governmental component unit of the primary government, the Entity is considered to be the segment, fund or component unit.

- G. Any school district audit must also include auditing procedures sufficient to provide an opinion as to whether the following supplemental information is fairly stated in relation to the basic financial statements:
- (1) the school district's enrollment for the fiscal year or years being audited as reported to the Office of Public Instruction in the Fall and Spring "Student Count for ANB" reports; and
 - (2) when applicable, the extracurricular funds for pupil functions.
- H. If the Entity is a school district or associated cooperative, the Contractor shall contact the State Office of Public Instruction and the county superintendent of schools before or during the audit of the Entity. The Contractor shall determine whether those offices are aware of potential financial or legal compliance problems relating to the Entity that could affect the scope of the audit.
- I. The Contractor shall immediately notify the Entity and the State in writing of any material irregularities it discovers. If the Entity is a school district or special education cooperative, the Contractor shall also immediately notify the State Office of Public Instruction in writing. To notify the State, Contractors shall email LGSPortalRegistration@mt.gov to the attention of the Local Government Services Bureau Chief. To notify the State Office of Public Instruction, Contractors shall email OPIAuditReport@mt.gov to the attention of the OPI Auditor.
- J. The Contractor shall notify the Entity of all proposed audit adjustments and, if the Entity concurs, shall obtain written acceptance of these proposed adjustments. The State reserves the right to request documentation of these proposed and accepted audit adjustments.

5. **Entity's Responsibilities:** The Entity shall be responsible for:

- A. its basic financial statements, including note disclosures;
- B. all supplementary information required by its applicable financial reporting framework prescribed at Section 2-7-504, MCA and by provisions of this contract;
- C. establishing and maintaining effective internal control over financial reporting, including internal

controls related to the prevention and detection of fraud;

- D. ensuring that it complies with the laws, regulations, contracts and grant agreements applicable to its activities;
 - E. making all financial records and related information available to the Contractor;
 - F. the schedule of expenditures of federal awards required for audits conducted under Uniform Guidance;
 - G. approving all proposed audit adjustments before posting, if the Entity concurs with the proposed adjustments;
 - H. adjusting the financial statements and accounting records to correct material misstatements and to agree with the audited financial statements; and
 - I. providing the Contractor, at the conclusion of the audit engagement, with a letter that confirms certain representations made during the audit, including an affirmation that the effects of any uncorrected misstatements aggregated by the auditor during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.
6. **Dates for Annual Financial Report or Trial Balance of Accounts:** The Entity shall prepare its annual financial report or a trial balance of accounts no later than the dates specified in Appendices A, B and C. If the Entity is unable to prepare its annual financial report or trial balance by the date specified in the Appendices, the Entity shall notify the Contractor and the State in writing prior to the specified dates.
7. **Beginning the Audit:** The Contractor shall begin the audit field work based on the schedule established in Appendices A, B and C. Under Section 2-7-503(3)(a), MCA, all audits must commence within nine months from the close of the last fiscal year of the audit period.
8. **Completion of Audit:** The Contractor shall deliver the audit report to the Entity and the State, based on the schedule established in Appendices A, B and C. If the Contractor cannot deliver the audit report to the Entity and the State on the date specified in the Appendices, the Contractor shall notify the Entity and the State in writing of that fact, and the reason(s) for the delay. Under Section 2-7-503(3)(a), MCA, all audits must be completed and the reports issued within one year from the close of the last fiscal year covered by the audit. If the audit is conducted in accordance with the provisions of Uniform Guidance, the Contractor shall complete the audit and issue the audit report within the time period required by that federal regulation, unless a longer period has been agreed to in advance by the federal cognizant or oversight agency for audit. If the Entity has requested and received an extension of the due date of the Uniform Guidance from a federal agency, the Entity shall submit a copy of the approved extension to the State.
9. **Due Date Extension:** The State may grant an extension to the Entity for filing the audit report beyond the one- year due date provided for in paragraph 8, above. To do so, the Entity shall make a request to the State in writing and shall show good cause for the delinquency or demonstrate that the failure to meet the deadline provided for in paragraph 8, above, was the result of circumstances beyond the Entity's control. The State will determine good cause or circumstances beyond the Entity's control based on the facts of each case.
10. **Presentation of Audited Financial Statements:** The final audit report must contain basic financial statements and supplementary information consistent with the applicable financial reporting framework prescribed at Section 2-7-504, MCA. In addition, other supplementary information required by provisions

within this contract and by Uniform Guidance must also be included, if applicable.

- A. The final audit report must also contain any supplementary or other information as agreed upon by the Entity and Contractor.
 - B. If the Entity's accounting records or other circumstances do not permit financial statements to comply with the applicable financial reporting framework prescribed at Section 2-7-504, MCA, the Contractor shall notify the State of those conditions and describe the financial statements that will be presented. The applicable auditor's reports must be modified in accordance with professional standards to reflect a departure from the applicable financial reporting framework.
 - C. If the audit is of a school district with separate elementary and high school district general funds, the general funds must be combined as a single major fund. All other funds must be separately considered for major fund criteria.
 - D. If the audit is a biennial audit covering two years, the Contractor shall present complete financial statements as specified above for each year covered by the audit. However, note disclosures for both fiscal years may be in one set of notes, with separate fiscal year disclosures as necessary. The two years must be presented under one audit report cover and opined upon in one Independent Auditor's Report.
11. **Auditor's Reports:** All audit reports must contain the following auditor's reports, which must comply with applicable professional standards in effect for the fiscal year or years being audited:
- A. a report on the financial statements of the Entity;
 - B. a report on internal control over financial reporting and on compliance and other matters based on an audit of financial statements performed in accordance with Government Auditing Standards.
 - C. a reference to a report disclosing any deficiencies in internal control or instances of noncompliance with provisions of contracts or grant agreements or abuse that have a less than material effect on the financial statements but warrant the attention of management or those charged with governance. This report must be referred to in the report required in 11.B. above.
 - D. a report on any supplementary or other information presented in the audit report. This report must be given in an "other matters" paragraph(s) of the auditor's report on the financial statements (11.A. above), and shall identify, if applicable:
 - (1) Any Required Supplementary Information (RSI), as required by the Governmental Accounting Standards Board.
 - (2) Any Supplementary Information (SI) included in the report to comply with provisions of laws, regulations, contracts, or grant agreements. For the following schedules, the Contractor shall report on whether the information is fairly stated, in all material respects, "in relation to" the financial statements as a whole, unless the condition of the financial records do not allow the auditor to render such an opinion:
 - a) schedule of school district "Student Count for ANB" required in paragraph 13.A.;
 - b) schedule of school district extracurricular fund financial activities required in paragraph 13.B.;

c) schedule of expenditures of federal awards required by Uniform Guidance and in paragraph 12.A.; and

d) Any supplementary information for financial reporting frameworks required by A.R.M. 2.4.401.

(3) Any Other Information (OI) for financial reporting frameworks required by A.R.M. 2.4.401.

(4) Any Other Information (OI) that is included in the audit report, if deemed appropriate in accordance with professional standards.

E. a report disclosing the action taken by the Entity to correct any deficiencies or implement any recommendations contained in the prior audit report. This report must be in a format that specifically identifies, by title or summary, each deficiency or recommendation contained in the prior audit report and the action taken by the Entity on each such deficiency or recommendation.

F. If the Contractor includes audit findings in the reports referenced in 11.B. and 11.C. above, the views of Entity officials and their planned corrective actions must also be included, as required by Government Auditing Standards, if they are available at the time the Contractor submits the audit report to the State. If the views and planned corrective actions are not available at that time, the Contractor shall so indicate in the reports.

12. **Single Audits:** All audit reports for single audits done in accordance with Uniform Guidance must contain the following:

A. a schedule of expenditures of federal awards, prepared by the Entity, which must contain all elements required by Uniform Guidance.

B. a report on the schedule of expenditures of federal awards. This report may be combined with other reports as provided by Uniform Guidance and professional standards. This report must comply with applicable professional standards in effect for the fiscal year or years being audited.

C. a report on compliance for each major program and a report on internal control over compliance in accordance with Uniform Guidance. These reports must refer to the separate schedule of findings and questioned costs described in paragraph 12.D. of the contract and must comply with applicable professional standards in effect for the fiscal year or years being audited.

D. a schedule of findings and questioned costs which must include the information required by Uniform Guidance.

E. an Entity-prepared document, separate from the Contractor's findings, that describes the Entity's corrective action plan in accordance with Uniform Guidance for each current-year audit finding, if that plan is available at the time the Contractor submits the audit report to the State. This document should be submitted on Entity letterhead and should include a corrective action plan for each finding, regardless whether the finding is identified in accordance with Uniform Guidance or Government Auditing Standards.

13. **School Districts:** School district audit reports must include the following as supplementary information/schedules:

- A. a schedule of the district's enrollment as reported to the Office of Public Instruction for the fiscal year or years being audited. The schedule must contain the enrollment both as reported in the Fall and Spring "Student Count for ANB" reports and as documented by the school district's enrollment records; and
- B. a detailed schedule of extracurricular fund financial activities.
14. **Local Governments Reporting on Non-GAAP Financial Reporting Framework:** Audit reports of local governments that report on a non-GAAP financial reporting framework as provided in A.R.M. 2.4.401 must include any Supplementary Information and Other Information required in that administrative rule.
15. **Written Report to Entity:** The Contractor shall render a single, written report for the Entity audited, including the reports and schedules referenced in paragraphs 11 through 14 above.
16. **Exit Conference:** Before submitting the final audit report, the Contractor shall hold an exit review conference in which the audit results are discussed with those charged with governance and other appropriate Entity officials and employees. The Contractor shall ensure that all members of the governing body and key members of management are notified of this exit conference. The Contractor further agrees that before the exit conference, it will not discuss the audit findings with anyone other than the Entity or the State. Once the Contractor delivers the final audit report to the Entity, the report is deemed to be a public record.
17. **Report Distribution:** The Contractor and Entity shall file copies of the audit report as specified below:
- A. The Contractor shall provide the Entity with the number of copies of the audit report specified in Appendices A, B and C. The cost of those copies is included in the total price for the engagement as set out in paragraph 2.A., above, and in the Appendices.
- B. The Contractor shall submit one of the copies referred to in 17.A., above, to the attorney for the Entity.
- C. Upon request by the Entity, the Contractor shall provide additional copies of the audit report at a price per copy agreed upon by the Entity and Contractor.
- D. The Contractor shall provide the State with a text-searchable, unlocked, and unencrypted electronic copy of the audit report at no charge. The report must be submitted to the State at the same time when the Contractor delivers the final audit report to the Entity. Any report delivered separately to management or those charged with governance identifying findings and recommendations as described in 11.C. above must be submitted electronically at the same time the audit report is submitted. The Contractor shall advise the State, at the time of submitting the electronic report, of the date the final report was delivered to the Entity, the date of the audit report, the actual number of hours the Contractor spent conducting the audit, the total audit fee billed the Entity, and whether the audit was conducted in accordance with the provisions of Uniform Guidance.
- E. If the Entity is a school district or associated cooperative, the Contractor shall provide at no additional charge copies of the audit report to the Office of Public Instruction, the county superintendent of schools, and the county attorney.
- F. If the Entity is a city or town fire department relief association disability and pension fund, the Contractor shall provide at no additional charge one copy of the audit report to the city or town clerk.
- G. If the audit is a single audit conducted in accordance with the provisions of Uniform Guidance, the Entity shall provide copies of the reporting package defined in Uniform Guidance and the data

collection form to the federal clearinghouse designated by OMB.

18. **Entity Response:** If not included in the audit report as provided in paragraphs 11.F. and 12.E., within 30 days after receiving the audit report, the Entity shall notify the State in writing as to what action it plans to take to correct any deficiencies or implement any recommendations identified or contained in the audit report as required by Section 2-7-515, MCA, and ARM 2.4.409. This notification must also address any findings and recommendations identified in any report to management or those charged with governance described in 11.C. above. If the audit is a single audit conducted in accordance with Uniform Guidance, this corrective action plan must also meet the requirements of Uniform Guidance. If the Entity is a school district or special education cooperative, the Entity shall also send a copy of this notification to the Office of Public Instruction.
19. **Entity's Attorney:** If requested by the State, the attorney for the Entity shall report to the State on the actions taken or the proceedings instituted or to be instituted relating to violations of law and nonperformance of duty as required by Section 2-7-515(4), MCA. The attorney shall report to the State within 30 days after receiving the request.
20. **Certification of Auditor Independence:** The Contractor certifies that, as required by generally accepted government auditing standards, it and its principals and employees are independent in all matters regarding this engagement. This contract must not include non-audit services. The Contractor shall neither arrange for nor accept other work with the Entity that could in any way impair the Contractor's compliance with professional independence standards. If required by the State, the Contractor shall provide documentation that independence has been maintained in both mind and appearance as required by professional auditing standards.
21. **Contractor and Subcontractors:** The Contractor shall not assign any rights, or subcontract or delegate any duties of the contract without the Entity's and State's prior written consent.

The Contractor is the prime contractor and is responsible, in total, for all work of any subcontractors. Any subcontractors performing audit work shall be on the Roster of Independent Auditors authorized to conduct audits of Montana local governments that is maintained by the State. The Contractor is responsible to the Entity and the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors or agents. There is no contractual relationship between any subcontractor and the State.

22. **State Participation in Conferences:** The State may participate in all entrance and exit conferences between the Entity and Contractor, as well as all major conferences held in conjunction with the audit of the Entity.
23. **Access to Records:** The Contractor shall give the State and, when required by law, the Montana Legislative Audit Division, access to the Contractor's work programs, supporting working papers, time records, and all other documents relating to the audit. Access to these documents must be provided at the State's offices in Helena, Montana. Access to working papers includes the right of the State to obtain copies of working papers, as is reasonable and necessary. The Contractor shall make the work programs and supporting working papers available to the State for use by the State or other public accounting firms as directed by the State in future audits of the Entity. The Contractor shall make the audit programs and supporting working papers available to the cognizant or oversight agency for audit or its designee, federal agencies providing direct or indirect funding, or the U.S. General Accounting Office, if requested. Access to working papers includes the right of federal agencies to obtain copies of working papers, as is reasonable and necessary. The Contractor shall retain the audit report, work programs, and supporting working papers for a minimum of five years from the date of the audit report, unless the State notifies the Contractor to extend the retention period. If professional standards or other applicable laws, rules, or regulations require a longer retention period, the Contractor shall retain the above materials for that specified period.

- 24. **State Review of Report:** As provided by Section 2-7-522, MCA, the State shall review the Contractor’s audit report. If the State determines that reporting requirements have not been met, it will notify the Entity and the Contractor of the significant issues of noncompliance. The Contractor shall correct the identified deficiencies within 60 days of notification.
- 25. **Independent Contractor:** The Contractor is an independent contractor and neither its principals nor its employees are employees of the State or Entity for any purposes.
- 26. **Workers’ Compensation:** The Contractor certifies that it carries Workers’ Compensation for its employees and that it has either elected Workers’ Compensation or has an approved Independent Contractor’s Exemption covering the Contractor while performing work under this contract. (Montana Code Annotated, Title 39, Chapter 71).
- 27. **Indemnity:** The Contractor shall defend and indemnify the State and Entity, their elected and appointed officials, agents, and employees from and against all claims, causes of action, damages, liabilities, court costs and attorney fees in favor of the Contractor’s employees or third parties for bodily or personal injuries, death, or damage to property arising from the acts or omissions or alleged acts or omissions of the Contractor and/or its agents, employees, representatives, assigns, subcontractors under this contract. This defense and indemnify obligation does not apply to acts or omissions arising from the sole negligence of the State or Entity under this contract. This defense and indemnity obligation survives termination or expiration of this contract.

If the Contractor is or may be obligated to pay any cost, settlement, judgment, fine, penalty, or similar award or sanction as a result of a claim, investigation, or other proceeding instituted by any third party, then to the extent that such obligation is or may be a direct or indirect result of the Entity’s intentional or knowing misrepresentation or provision to the Contractor of inaccurate or incomplete information in connection with this engagement, and not any failure on the Contractor’s part to comply with professional standards, the Entity shall defend and indemnify the Contractor against such obligations.

- 28. **Insurance – Commercial General Liability:** The Contractor shall maintain for the duration of the contract, at its cost and expense, occurrence coverage 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 Contractor, and/or its agents, employees, representatives, assigns, or subcontractors. The Contractor's insurance coverage shall be primary insurance for the Contractor’s negligence with respect to the State and Entity and their elected officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the State and Entity and their officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Insurance - Professional Liability: The Contractor shall purchase and maintain occurrence coverage to cover such claims as may be caused by any act, omission, negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors.

If occurrence coverage is unavailable or cost-prohibitive, the state will accept ‘claims made’ coverage provided the following conditions are met: 1) the commencement date of the contract must not fall outside the effective date of insurance coverage and it will be the retroactive date for insurance coverage in future years, and 2) the claims made policy must have a three-year tail for claims that are made (filed) after the cancellation or expiration date of the policy.

The State and Entity may require complete copies of certificates of insurance during the term of this contract.

- 29. **Compliance with Laws:**

A. The Contractor shall, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. The Contractor is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Any subcontracting by the Contractor subjects subcontractors to the same provisions.

B. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016 the Contractor agrees that the hiring of persons to perform this contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this contract.

30. **Work Accommodations:** The Entity shall provide the Contractor with reasonable space in which to conduct the audit and shall respond promptly to requests for information as well as for all necessary books and records. Support for clerical, equipment, reproduction services shall be agreed upon by the Entity and the Contractor as specified in Appendices A, B and C.

31. **Termination before Audit Commences:** Before the commencement of the audit, either the Contractor or the Entity, with the State’s consent, or the State alone, may terminate this contract for cause if another party has breached a material term or condition of this contract or violated an applicable law or regulation. The non-breaching party shall provide the other party written notice of the breach and allow 20 days to remedy the breach.

The Contractor and the Entity may agree to terminate this contract without cause before the commencement of the audit. If such a termination occurs, the State shall consent to the termination upon written notification by the Contractor and the Entity of their agreement to terminate this contract.

The State, however, will not consent to the cancellation of an audit contract for the sole purpose of allowing the Contractor and Entity to then enter into a new contract that extends the number of fiscal years to be audited by the Contractor. Unless there are extenuating circumstances, the existing audit contract must be completed first. This provision does not prohibit the cancellation of a contract for the purpose of replacing an annual audit with a biennial audit.

32. **Termination after Audit Commences:** After the audit has commenced, but before the audit report has been issued, either the Contractor or the Entity, with the State’s consent, or the State alone, may terminate this contract for cause if another party has breached a material term or condition of this contract or violated an applicable law or regulation. The non-breaching party shall provide the other party written notice of the breach and allow 20 days to remedy the breach. If the Contractor is the breaching party and fails to remedy the breach, the Contractor is not entitled to the fee set out in this contract. This is the Entity’s and the State’s sole remedy. If the Entity is the breaching party, the Entity shall pay the Contractor a pro rata portion of the fee set out in this contract, based on the percentage of work completed at the time of termination. This is the Contractor’s sole remedy.

The Contractor and the Entity may agree to terminate this contract without cause after the audit has commenced but before the audit report has been issued. If such a termination occurs, the State shall consent to the termination upon written notification by the Contractor and the Entity of their agreement to terminate this contract.

33. **Contractor Compliance with CPE and Quality Control Review:** The Contractor certifies compliance with the continuing professional education requirements and the external quality control review requirements as set out in Government Auditing Standards, as established by the Comptroller General of the United States. The State may require the Contractor to provide evidence that it has met the above requirements.
34. **Single Audit Act Certification:** If the audit is required to meet the requirements of the Single Audit Act of 1984, as amended, and Uniform Guidance, the Contractor certifies that neither it nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from performing audits by any Federal department or agency.
35. **Time is of the Essence:** Time is of the essence regarding all provisions of this contract.
36. **Governing Law and Venue:** This contract is governed by the laws of Montana. The parties agree that any litigation concerning this contract in which the State is named as a party must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana. Each party shall pay its own costs and attorney fees, except as otherwise allowed in this contract. The parties also agree that any litigation concerning this contract in which the State is not named as a party must be brought in the State of Montana Judicial District in the County in which the Entity is located. Each party shall pay its own costs and attorney fees, except as otherwise allowed in this contract.
37. **Notice:** All notices under this contract must be in writing and will be deemed given if delivered personally, by mail, certified, return receipt requested, or by e-mail. All notices will (a) if delivered personally, be deemed given upon delivery, (b) if delivered by mail, be deemed given upon receipt, or (c) if delivered by e-mail be deemed given upon receipt.
38. **Invalid Provision:** If any provision of this contract is held to be illegal or unenforceable and the parties' rights or obligations will not be materially and adversely affected, such provision will be (a) severed from the contract, (b) the contract will be interpreted as if such provision was never a part of the contract and (c) the remaining provisions will stay in effect.
39. **Authority:** Each party represents that the person signing this contract has the authority to bind that party.
40. **Entire Agreement and Amendment:** This contract and the attached Appendices contain the entire understanding and agreement of the parties. No modification or amendment of this contract is valid unless it is reduced to writing, signed by the parties, and made a part of this contract.

Contractor, Entity, and State have executed this Standard Audit Contract on the date first above written:

Certified Public Accountant

Doyle & Associates, P.C.
Firm Name

By: *Jane Doyle*
Authorized Representative

Date: 1/15/2024

Governmental Entity

City of Columbia Falls, Flathead County, Montana
Entity Name

By: *Aaron M. W.*
Authorized Representative

Date: 1/24/24

**Montana Department of Administration,
Local Government Services**

By: _____
Approved By

Date: _____

APPENDIX A

Initial or Sole Audit under this Contract

GOVERNMENTAL ENTITY (ENTITY): City of Columbia Falls, Flathead County, Montana

(406) 892-4391 Telephone: Address: 130 6th Street W #A
(Street Address or P.O. Box)

Columbia Falls, MT 59912
(City/Town) (Zip Code)

Susan Nicosia, City Manager nicosia@cityofcolumbiafalls.com
Contact Person(s) and E-Mail Address(es)

PUBLIC ACCOUNTANT/ACCOUNTING FIRM (CONTRACTOR) : Doyle & Associates, P.C.

(406) 273-0700 Telephone: Address: P.O. Box 446
(Street Address or P.O. Box)

Lolo, MT 59847
(City/Town) (Zip Code)

Tana Doyle tana@doyleandassoc.com
Contact Person(s) and E-Mail Address(es)

1. Audit Period and Dates of Engagement:
 - A. This audit will cover the fiscal year(s) ending June 30, 2024 (and _____).
(Month & Day) (Year) (Year)
 - B. Date to commence audit work: January 2024
 - C. Date to submit final audit report to Entity and State: March 31, 2024

2. Time and Price for Engagement:
 - A. Estimated total hours - 250
 - B. Price for audit personnel \$ 17,500
Price for Travel 500
Price for typing, clerical and report preparation 200
Total price for this engagement \$ 18,200

3. The reporting entity contains the following discretely presented component units: _____

Fire Department Relief Association

- 4. Date Annual Financial Report or a trial balance will be available: January 2024
- 5. Number of copies of audit report Contractor will provide to Entity: 10
- 6. The Entity will provide clerical, equipment, and photocopying or reproduction services to the Contractor as follows:
As Needed
- 7. The audit scope with regard to federal financial assistance received by the Entity for the above fiscal year(s) will be as indicated below:

The audit will be a single audit conducted in accordance with the provisions of Uniform Guidance because the Entity expended a total amount of federal awards **equal to or in excess of \$750,000** during the fiscal year being audited.

OR

The audit will not be a single audit conducted in accordance with the provisions of Uniform Guidance and will not include audit coverage of any federal financial assistance in accordance with requirements of that federal regulation, because the Entity expended a total amount of federal awards of **less than \$750,000** during the fiscal year(s), or such other dollar amount (\$ _____) that is effective for the fiscal year(s) being audited.

Certified Public Accountant

Doyle & Associates, P.C.
Firm Name
By: *Janet Doyle*
Authorized Representative

Date: 1/15/2024

Governmental Entity

City of Columbia Falls, Flathead County, Montana
Entity Name
By: *Arson M. D. City Manager*
Authorized Representative

Date: Jan 24, 2024

**Montana Department of Administration,
Local Government Services**

By: _____
Approved By

Date: _____

**CITY OF COLUMBIA FALLS
NOTICE OF PUBLIC HEARING
AMEND TITLE 13 – WATER/SEWER UTILITY ACCOUNT PROVISIONS**

On Tuesday, February 20, 2024, during the 7:00 p.m. Regular City Council meeting, the City Council of the City of Columbia Falls, shall conduct a public hearing for the purpose of reviewing and revising the water/sewer customer provisions, specifically Chapter 13.04.020 Definitions, 13.04.050 Service-Application, and 13.04.090 Deposits – Generally, and 13.08.060 Service Deposits, all of which are related to allowing customer accounts to be transferred out of the owner’s name and established in the name of a renter.

The City Council is proposing revising these provisions to require the water/sewer utility account to remain in the name of the owner and not be transferred to a renter thereby eliminating excessive paperwork, deposits, multiple meter reads and duplicative billing and notices.

The proposed changes are available for review at the office of the City Clerk, City of Columbia Falls 130 6th Street West, Columbia Falls, MT. Persons may contact the City Clerk or City Manager at 406-892-4391 or 130 6th Street West, Columbia Falls, MT for more information about the hearing.

Written comments can be submitted to the City Clerk at 130 6th Street West, Columbia Falls, MT 59912, email: staalandb@cityofcolumbiafalls or delivered in person to the City Council during the hearing on February 20, 2024.

Dated this 5th day of February 2024.

Barb Staaland
City Clerk

Publish: Daily Interlake Sunday February 11th and Sunday February 18th



130 6th Street West
Columbia Falls, MT 59912
Phone: (406) 892-4391
Fax: (406) 892-4413

02/01/2024 City Planning Commission Letters of Interest

In-City

- 12/09/23 Darin Fisher
- 01/26/24 Justin Ping
- 01/30/24 Sam Kavanagh

Out of City

- 12/09/23 Ellen McGrory
- 01/26/24 Barb Riley
- 01/27/24 Jacqueline Demongin

DEC 8 2022

CITY OF COLUMBIA FALLS

Mayor and City Council,

Please accept this letter of interest for a position on the new City Planning Commission. I am a resident of Columbia Falls and own a business in Columbia Falls. I spent 12 years as an elected official on the Columbia Falls City Council and am familiar with the duties and responsibilities needed to operate a Commission such as this.

I am familiar with SB 382 and the planning and work that this new legislation requires. I am also aware that it is not the job of the Planning Commission to relitigate or argue about the merits of SB 382 or other relevant recent legislation regarding zoning and planning. SB 382 is the law, and must be followed. I am very familiar with the zoning and planning processes, and while SB 382 changes many facets of those programs, I understand how to interpret zoning and planning laws, follow both the letter and the spirit of the law, and rely on competent counsel to arrive at legitimate decisions.

If you would like to use my experience and knowledge to assist the City of Columbia Falls as a participant on the City Planning Commission, I would be happy to serve my community. If you have any questions don't hesitate to reach out.

Darin V. Fisher
darinfisher@hotmail.com
Columbia Falls, Montana

Justin Ping
1205 10th Ave W.
Columbia Falls, MT 59912

RECEIVED
JAN 26 2024
CITY OF COLUMBIA FALLS

January 26, 2024

Barb Staaland, City Clerk
City of Columbia Falls
130 6th St West
Columbia Falls, Montana 59912
via email: staalandb@cityofcolumbiafalls.com

Cc: Susan Nicosia, City Manager/Planning & Zoning Administrator; nicosias@cityofcolumbiafalls.com

RE: Letter of Interest in City Planning Commission

Dear Barb & Susan,

I am writing to express my interest in participating in the new Planning Commission for the City of Columbia Falls.

First, a bit about myself, which speaks towards why I would like to be involved, and to my qualifications and understanding of the impacts of zoning regulations.

I am a local licensed architect with my own small practice, with projects in Montana and Colorado. While most of my current work involves custom residential design, I have many years of experience working on multifamily housing, mixed-used commercial, and resort/community planning projects in the Mountain West. My wife and I moved to Columbia Falls in 2023 after many years in Carbondale, Colorado, and have quickly and happily put down our roots in this amazing mountain town. Though we are relatively new to the area, we are looking forward to many years here in Columbia Falls and are eager to get involved in helping this community continue to grow and thrive.

Our previous home of Carbondale shares many similarities with Columbia Falls, in terms of its population, overall geographic size, and most importantly, its adjacency to major outdoor amenities (Aspen is 20 minutes from Carbondale). I have experienced the effects that rapid population growth, densification, and the pressures of development can have on a small town and its resources. I watched Colorado towns like Carbondale, Basalt, and Glenwood Springs explode after the pandemic, and learned a great deal from working with local planning, zoning, and building department officials over the years. I have worked directly with resort towns like Telluride and Aspen on affordable housing projects, on construction projects in historic districts, and have worked hand in hand with Planning and Zoning officials on projects ranging in scale from PUDs and city blocks down to single-family homes.

Now that we are residents of Columbia Falls, I am passionate about applying my professional skills and "lessons-learned" to help shape the framework for the inevitable growth and change facing this community. I firmly believe that Columbia Falls has plenty of room to grow and densify without losing any of its small-town charm – in fact, I believe that with the right vision and amount of public trust, we can continue to enhance and refine the character of Columbia Falls. By focusing our efforts to encourage development in certain parts of town to liven up our streets and increase pedestrian traffic to our small businesses, we can create more opportunities for community interaction and celebration. In contrast, I believe we need to work together to preserve the rural and wildland nature of the neighborhoods and parks around the city, and ensure that commercial and industrial uses do not extend into these zone districts.

To build trust with the public, I believe in a planning and preparatory process to engage as large and diverse a group of the community as possible. I believe that the intent of the MLUPA is to encourage public participation early-on in the planning and development process, to avoid a piecemeal and project-based approach to public input. By soliciting feedback during the process of modifying zoning regulations or districts, and planning for

future growth and density, we've created a more inclusive process. I believe that if successfully executed (perhaps through a combination of online surveys, informational campaigns in local news sources, online forums, and in-person work sessions), we can create a more streamlined process for development review and approval.

In closing, I believe that Columbia Falls has an incredible opportunity to grow in a sustainable, intelligent manner, and I am excited for its future – it's why I moved here when I did!

I appreciate your consideration of my interest in the Planning Commission and look forward to working with you both to help continue to make Columbia Falls a great place to live and work.

Sincerely,

A handwritten signature in black ink, appearing to read 'Justin Ping', with a stylized flourish extending to the right.

Justin Ping

B Staaland

From: Sam Kavanagh <sam.kavanagh@gmail.com>
Sent: Tuesday, January 30, 2024 3:45 PM
To: B Staaland
Subject: Planning Commission Letter of Interest
Attachments: Planning Commission Letter of Interest.pdf

RECEIVED
JAN 30 2024
CITY OF COLUMBIA FALLS

Barb,

Please find attached my Letter of Interest and completed candidate questionnaire.

I want to express my sincere apology to the city, council and staff for the tardiness of my response. While I fully recognize my delayed response may impact my candidacy, it is my hope and desire that the council would consider my interest to serve the community in this fashion.

If you have any further questions and/or concerns please let me know.

Sincerely,

Sam Kavanagh

--
"What lies behind us and what lies before us are tiny matters compared to what lies within us."

-- Ralph Waldo Emerson --

Dear Council,

I am writing to express my interest in serving on the New Planning Commission. As a dedicated resident of Columbia Falls with a background in civil engineering spanning two decades, I am committed to contributing my expertise to the betterment of our community..

With my deep understanding of zoning regulations and extensive experience in the planning process, I am confident in my ability to make informed decisions that positively impact our city's future.

I am eager to bring my skills and dedication to the New Planning Commission and work collaboratively with our community to develop the planning policies and procedures that will inform how we grow for years to come. Thank you for considering my application.

Sincerely,

Sam Kavanagh, PE

1405 Columbia Dr., Columbia Falls, MT 59912

Enclosed: Candidate Questionnaire

1. Why do you want to be on the New Planning Commission?

As a dedicated resident of Columbia Falls, I am committed to serving my community in a meaningful way. With a professional background in civil engineering and a career spanning two decades, I have helped both communities and developers implement, adhere to, and revise planning and zoning policies, making this opportunity a well-aligned fit with my expertise. Additionally, having served our community for several terms as a Planning Board member, I feel my contributions on the board have offered value to our city and its residents.

2. How do you define growth? For our City to stay vibrant, growth is essential. What kind of growth do you envision?

Growth is the expansion or development of an area, industry, and its assets. It can take the form of population increase, economic development, and/or infrastructure improvements. The critical aspect of growth lies in the inherent positive and negative impacts it can bring, whether real or hypothetical. The aim of our community, city, and those serving it in advisory roles is to help set and maintain our community's growth in a fashion that celebrates the key ideals that make Columbia Falls the community it is while addressing the residents' needs for long-term health and sustainability. In that light, I envision vibrant growth in Columbia Falls, including the following components:

- Sustainable expansion of housing inventory spanning a broad price range but prioritizing quality housing opportunities for the working class and service professionals.
- Expansion of businesses offering services, professional skills, commerce, and light manufacturing. Living, working, and shopping in Columbia Falls is becoming a reality unlike we have seen for several decades. Continuing to work with our community's business partners to grow their ability to employ and support our community is critical to long-term growth.
- Connecting and protecting our outdoor resources through thoughtful multimodal transportation routes in our city that highlight our many amazing parks, natural amenities, and direct connection to public land.
- Prioritizing the routine maintenance, rehabilitation, and upgrades of City Infrastructure to maximize operational life, efficiency, and the quality of service.

3. What is your understanding of zoning regulations and how do they apply during the planning process?

As mentioned above, I have worked with zoning regulations and through the planning process for 20+ years as an engineer and have a deep understanding of each.

4. What approach should the Planning Commission use in engaging the community in the new planning process?

This is a question we all have been asking for some time. In the past, the city and planning board have made many good-faith attempts to reach residents by utilizing local gathering events to query attendees, hosting work sessions, sending mailers, and utilization of online platforms. My hope is that these pathways, combined with the community's increased interest and awareness of city planning, will help drive better community engagement. I would continue the efforts made by the council to educate our community on the planning process, hosting informational sessions as well as possible forums designed to answer questions residents may have about the process.

Ultimately, the goal is to engage with a wide cross-section of the community in a timely and professional fashion, offering multiple opportunities for our residents to express their thoughts regarding our community. As we look to the future, my hope is that new efforts in civic education at our schools and initiatives by local governments to inform citizens of policy and procedures for crafting/editing said policies will inspire more community members to seek out ways to be involved in their local decision-making.

January 8, 2024

Ellen C. McGrory
260 Circle Drive
Columbia Falls, MT 59912
(406) 885-5756
ellenmcgrory5@gmail.com

RECEIVED
DEC 6 5 2024
CITY OF COLUMBIA FALLS

City Clerk Staaland
City Hall, 130 6th St. W.
Columbia Falls, MT 59912

Dear City Clerk Staaland,

I am writing to express my interest in serving on the City Planning Commission for Columbia Falls. With my background in law enforcement administration and community involvement, I am eager to contribute to the development and implementation of planning and zoning initiatives under the new Montana Land Use Planning Act (MLUPA).

My career as an Adult Probation Officer/Investigator has equipped me with strong analytical skills and a deep understanding of regulatory frameworks. My role required me to evaluate progress, implement court-ordered services, and recommend remedial actions, all of which demand a high level of critical thinking and decision-making skills. These experiences, I believe, align well with the responsibilities of the Planning Commission, particularly in developing and updating the city's Land Use Plan, zoning regulations, and subdivision regulations.

Additionally, my time as a cashier for the City of Columbia Falls pool in the summer of 2023 has given me a unique perspective on the community's needs and how public facilities operate within the city's framework. This experience, coupled with my educational background in Law Enforcement Administration and Sociology from Western Illinois University, positions me well to understand the diverse needs of Columbia Falls' residents and the importance of thoughtful city planning.

I am committed to the idea that effective city planning can significantly enhance the quality of life for all residents. I am particularly interested in ensuring that our city's development reflects the community's values while fostering sustainable growth. With my skills in critical thinking, problem-solving, and community engagement, I am confident in my ability to contribute positively to the City Planning Commission.

Thank you for considering my application. I am excited about the opportunity to play a role in shaping the future of Columbia Falls and look forward to potentially serving my community in this capacity.

Sincerely,
Ellen C. McGrory

Letter of Interest
Planning Commission – Columbia Falls
January 25, 2024

RECEIVED
JAN 26 2024
CITY OF COLUMBIA FALLS

Dear City Council Members:

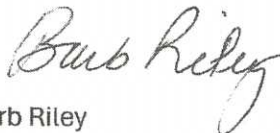
I am very interested in serving on the new City Planning Commission as noted in the Hungry Horse News article of 1/17/2024.

My interest in serving is multi-fold:

- 1) My personal residence falls within the boundaries of the current growth plan, however, outside the boundaries of the city limits.
- 2) I have been an active real estate professional in the Columbia Falls area since 1995 and have witnessed first-hand the challenges that shifts in industry coupled with the greater demand for housing have had on our community.
- 3) I am currently serving my 29th year as a school board trustee for Columbia Falls Public Schools and am very active in our long-range planning and budget process, both elements that are impacted by changes in our community.
- 4) I work with a municipal water & sewer district with ties to the City of Columbia Falls, further adding to my understanding of the challenges for planning of infrastructure to meet future growth.
- 5) As a Montana native, I value the 'small-town' atmosphere of our community and want to find a balance between growth and preservation of the values that are generally found in smaller communities.
- 6) I have experience with subdivision development, and believe I have knowledge of statutes, zoning and other elements that can help inform the committee's work.
- 7) I have served on the Columbia Falls' Board of Adjustments for the past 4-5 years and know that this 'New' Planning Commission will replace that board.

The article identified four (4) questions for the letter of interest. The questions and my responses are attached to this letter.

Thank you for the opportunity to be considered for this new commission. I know I can be an effective member that will have the best interests for the future of Columbia Falls in my work.



Barb Riley
285 Potter Lane (PO Box 1370)
Columbia Falls, MT 59912
Cell: 406-253-7729
Email: cyariley@gmail.com

Why do you want to be on the New Planning Commission?

I was born in Whitefish, raised in Eureka, both small towns at the time that represented hard-working families. My husband's work brought us back to the Flathead Valley in 1988, and we chose to raise our family in Columbia Falls because we felt the community represented the values, we wanted our children to be surrounded by. Hard work, neighbors helping neighbors, pride in their community, these are values that are important to our family. For the last 35 years, my experience has involved subdivision development, real estate sales (both sales and property management), and supporting our community through chamber activities, charitable fundraising, and service to our local schools for over 30 years. I feel I have expertise in many areas that can be beneficial to the New Planning Commission. A voice for the property owners that are outside the city limits but within the current growth plan is very important, as I can bring perspective to those who may not recognize the differences between the two areas.

How do you define growth? For our City to stay vibrant, growth is essential. What kind of growth do you envision?

I define growth as an element of change that brings opportunities to expand our horizons, perhaps in unexpected, but beneficial ways. I believe a growth plan can set forth a vision for the community that will attract new interests, while preserving elements that the community identifies as the foundation on which they want progress to build from. I believe it is possible to return the manufacturing industries to our community, while attracting boutiques and other smaller businesses to support the interests of our residents. We need to identify the path that residential growth will take, then support developments that can bring housing opportunities. There are shifts occurring in employment practices that could bring professional offices. The key to all these ideas is to have a growth plan that is flexible enough to promote opportunities, yet with enough structure to protect the goals of the community.

What is your understanding of zoning regulations and how they apply to the planning process?

Zoning regulations are legal tools that help balance the mix of use between residential, commercial, and industrial developments, and set forth the minimum rules or standards each type of development must follow to maintain compatibility and balance. There can be many categories of zoning within the main types of development. I consider zoning regs as the 'starting point' for planning. Good zoning regulations will have minimal changes, but it is possible for a project to come to fruition, a zoning regulation may need to be 'tweaked' (i.e. variance).

What approach should the Planning Commission use in engaging the community in the new planning process?

I am a strong supporter of public involvement in community planning. The key to engaging the community is to ensure that ALL possible impacted residents know about the process, and how they can be involved. In addition, recognize that not all residents are comfortable with email, social media, etc, and not all residents subscribe to a local newspaper. The methods of communication need to address these nuances to reach as many people as possible.

Initially, once the commission is seated, a written communication should be mailed to all residents in the greater Columbia Falls area, not just those in the city limits. This communication should include the role of the commission, the work that will be performed, the timelines required to meet the deadlines from the legislation, and how the public can be involved with input, participation in meetings, etc. The letter should also denote what the public should expect for future communications, i.e., at what stages will the commission make decisions, if there will be public hearings, will there be online resources, etc. The more informative the commission is up front, I believe, the more potential there is for quality input from stakeholders.

The goal, once the initial letter goes out, is to adhere to the details of the letter for actions by the commission. I believe it will be important that there are multiple resources for the public to access information and updates, whether via a website link, social media, or a dedicated location at city hall. If a survey is chosen as a method by which to gain input, then that should be a mailed document with a self-addressed return envelope. If the commission should choose 'public information sessions', then those should be held at times that would allow for a majority of interested people to participate, and all commission members should be present.

I believe it is important to maintain a quarterly update to the public as the work continues, and once a draft of the plan is available, there should be a series of 'open houses' to review the elements of the plan, take in any additional inputs prior to finalizing the document for adoption.

B Staaland

From: Jacqueline Demongin <jacqueline.demongin@yahoo.com>
Sent: Friday, January 26, 2024 8:51 PM
To: B Staaland
Subject: New City Board - City Planning Commission

RECEIVED
JAN 27 2024
CITY OF COLUMBIA FALLS

Mayor Don Barnhart & CF City Council,

While I don't reside within the city limits of Columbia Falls, I do own commercial property within those limits. Our property is the Gateway building, where we provide affordable office space to support small businesses.

I'm interested in joining the new planning commission because I believe I can bridge the gap between City officials and the community. I enjoy listening to diverse viewpoints and finding solutions. Many describe me as having a knack for asking thought-provoking questions, which I believe encourages deeper thinking.

I understand the importance of responsible growth, especially in safeguarding our natural resources while addressing housing needs for people from all walks of life. I'm optimistic that with creativity, we can strike a balance between housing and environmental preservation.

While I've gained knowledge about zoning regulations in the past two years, I recognize there's still much to learn. Compliance with existing laws is most important, and getting zoning right the first time is crucial.

Community involvement is essential in the planning process. We must respectfully consider input from all members, regardless of whether they reside within the city or county boundaries. Gathering feedback through social media, letters, and emails is vital. I propose presenting our vision to the public once the planning commission has formulated it.

Thank you for considering my candidacy.

Jacqueline Demongin

406.334.4440



Date: February 2, 2024
To: Columbia Falls City Council
From: Eric H. Mulcahy, AICP
Subject: City Park property – Housing Development Proposal

We met with Habitat for Humanity and NW MT Community Land Trust to discuss a potential housing project for the Ball Field property on Railroad Street. The property is currently zoned CB-2 with a park designation on the Growth Policy.

In order to develop the property, a growth policy amendment to Urban would need to be approved along with a zone change to CR-5 (Two Family Residential). The land use and zoning change would allow Habitat to propose an eight-unit development on the property.

Six of the units would be single family detached on approximately 5,000 square foot lots and two units of attached single family for a total of eight.

Park for the project could be developed in the unconstructed section of 3rd Avenue EN.

The project would be a traditional subdivision utilizing an alley for access to garages in the rear since the City policy is no driveway accessing collector streets such as Railroad. This design also frees up on-street parking for guests.

A development of this sort would require the developer to construct sidewalks along 4th Ave EN and C Street EN

There is a sewer main located in the property in the location of the proposed alleyway which makes this site much more attractive for housing.

Possible Townhome
Layout Columbia Falls -
NWMTCLT



7 lots could be done
as townhomes or
smaller single family
homes

25' wide road w.
driveable 5ft sidewalk
(30' wide total)



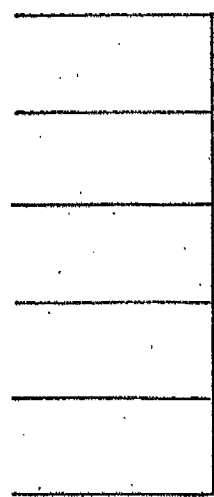
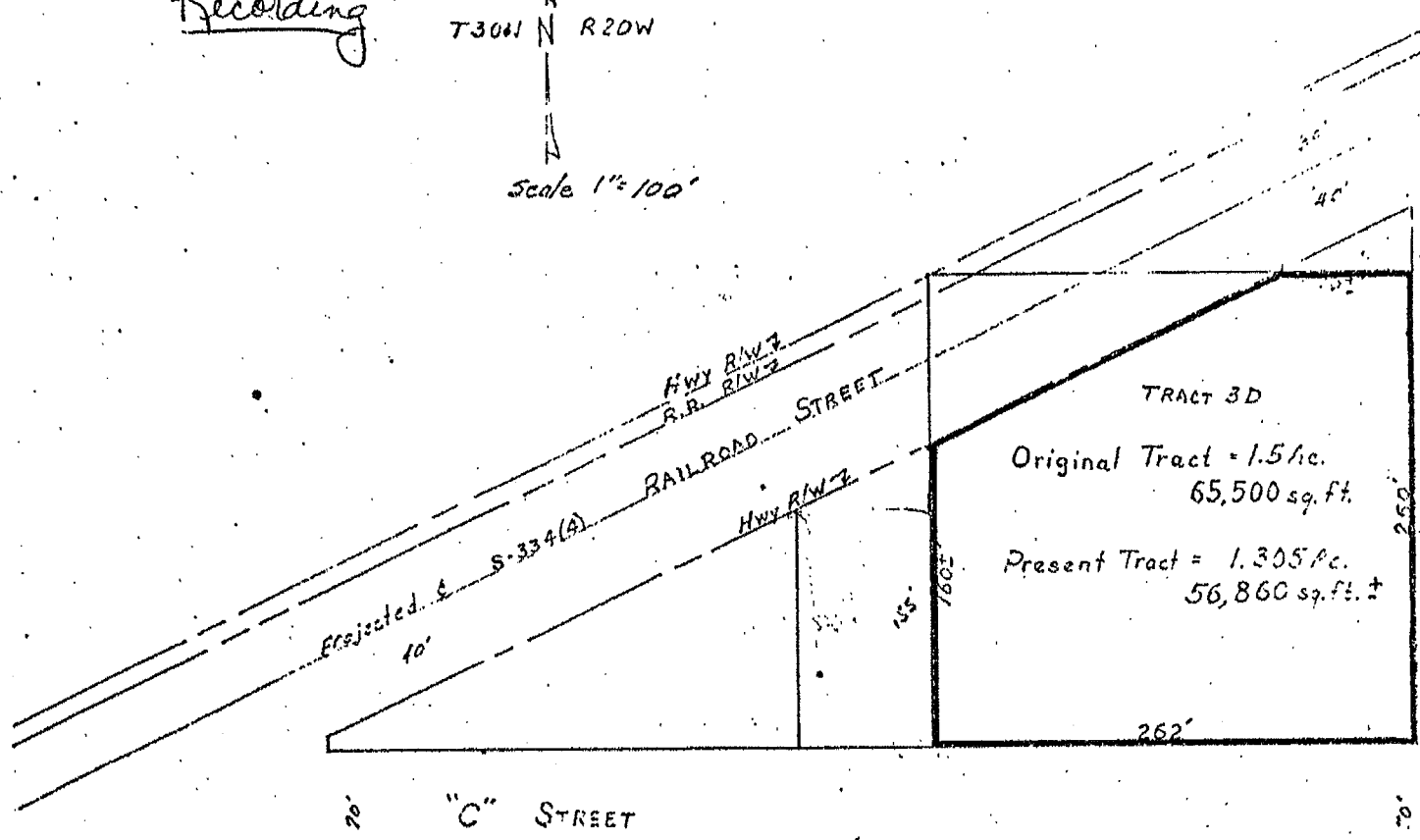


F100(9) PE
Columbia Falls - E & W
Tract 3D - Higson
Recording

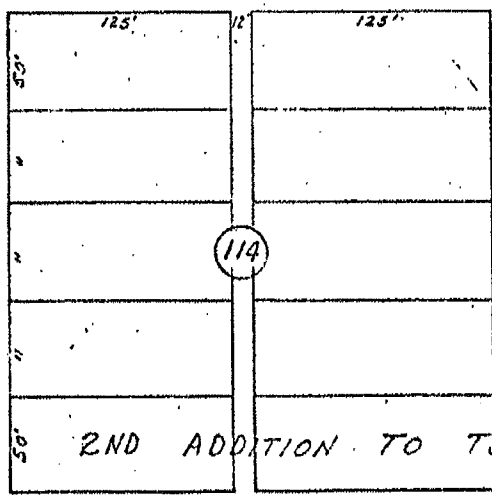
SECTION
SEC 8

T30N R20W

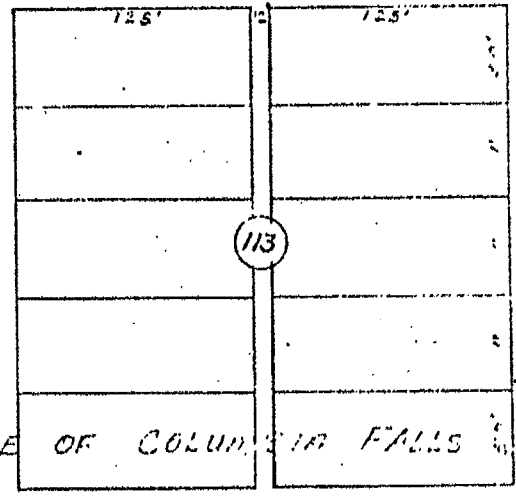
Scale 1" = 100'



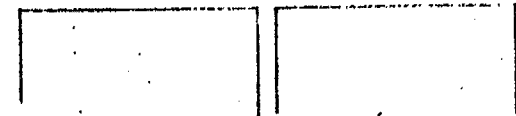
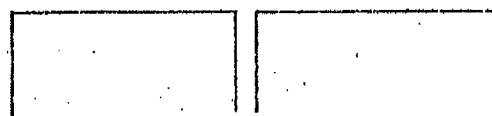
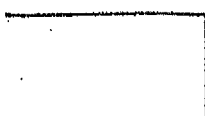
70'



70'



"B" STREET



MONTANA'S 6TH LOCAL GOVERNMENT REVIEW – TIMELINE

Montana Code Annotated Title 7, Chapter 3, Part 1 (MCA 7-3-171 – 7-3-193)

February 2024

Adopt resolution to place on the ballot the question of establishing a study commission that includes number of commissioners and amount of funding not to exceed \$X,XXX (MCA 7-3-173 & 7-3-175).

June 2024

Local Government Review election on the question of establishing a study commission (MCA 7-14-173). Ballot measure passes with a majority of those voting on the question.

July-August 2024

Citizens file with county election administrator to be a study commission candidates (MCA 7-3-174). MSU Local Government Center connects with mayor/manager or chair of county commission in jurisdictions that elect to conduct a Local Government Review to provide training and support.

November 2024

Election or appointment of Study Commissioners (MCA 7-3-174 & 7-3-176). Study Commissioners take office the day the election is declared or certified (MCA 7-3-178) Ex-officio member is appointed by the governing body, must be a current elected official or employee of the local government (MCA 7-3-177).

November/December 2024

Within 10 days after taking office the Study Commission meets to organize. Date set by the presiding officer (mayor/manager or chair of board of county commission), swear in, elect temporary presiding officer until a permanent presiding officer is selected. Discuss when, where, how to meet, develop budget, decide whether to cooperate with another jurisdiction and consider consolidation or collaboration of services (MCA 7-3-179 & 7-3-180).

December 2024

MSU Local Government Center hosts study commissioner training.

December 2024 to November 2026

MSU Local Government Center, Montana Association of Counties, Montana League of Cities and Towns, etc. supports study commission with technical assistance, training and community engagement.

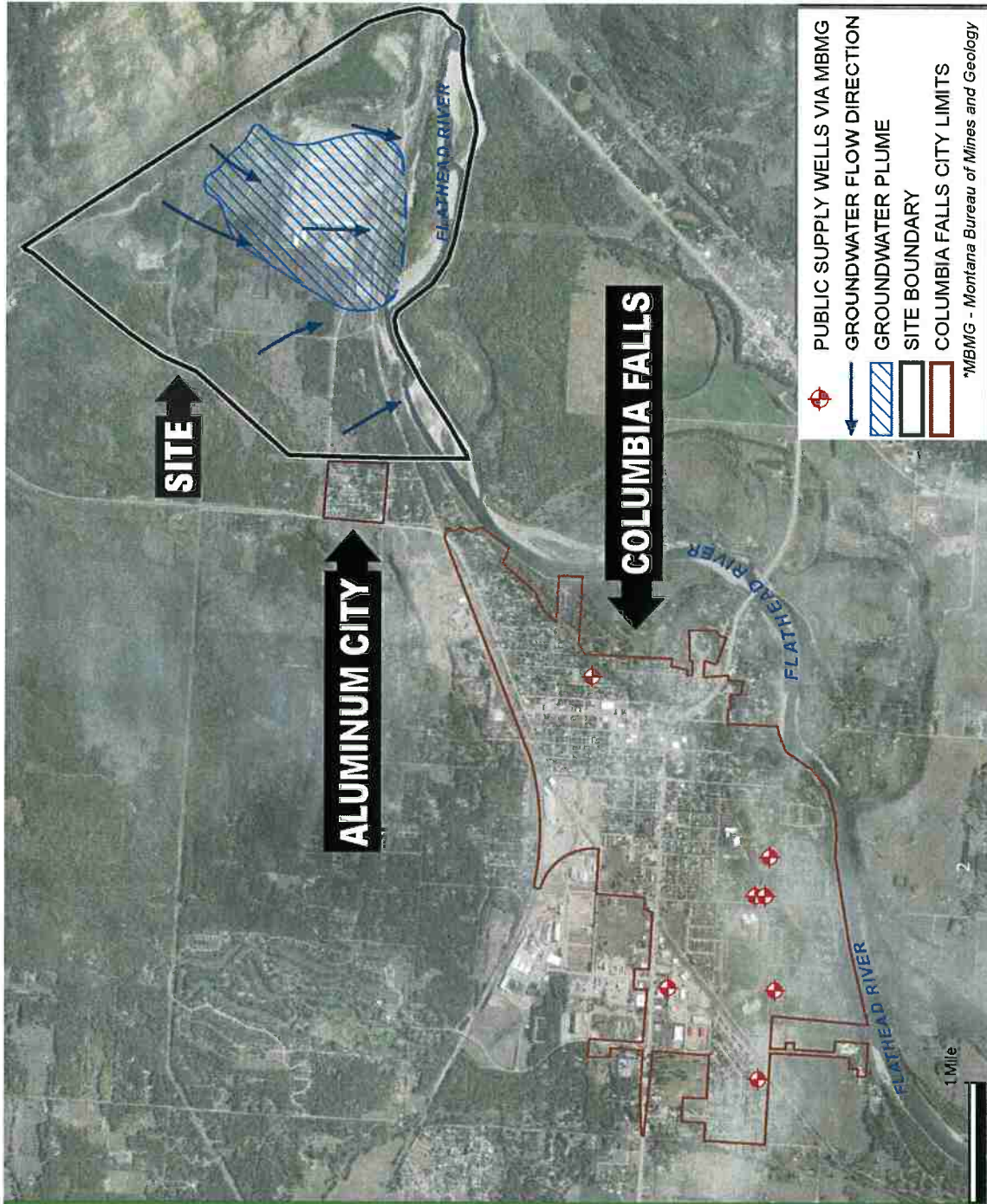
Study Commission reviews power, form, and plan of government. Either chooses “no change” or makes recommendation to voters by November election in 2026 (MCA 7-3-192 and 7-3-149). Within 60 days of adoption of the Local Government Review report, submits reports to appropriate agencies and publishes findings (MCA 7-3-187 through 191).

Protection of Columbia Falls & Aluminum City Water Supply

Impacted groundwater only on industrial part of site.
Groundwater on rest of site is clean.

Groundwater flow is away from Aluminum City and City Supply Wells. No impacts in 10 years of sampling and none expected.

No impact to the Flathead River

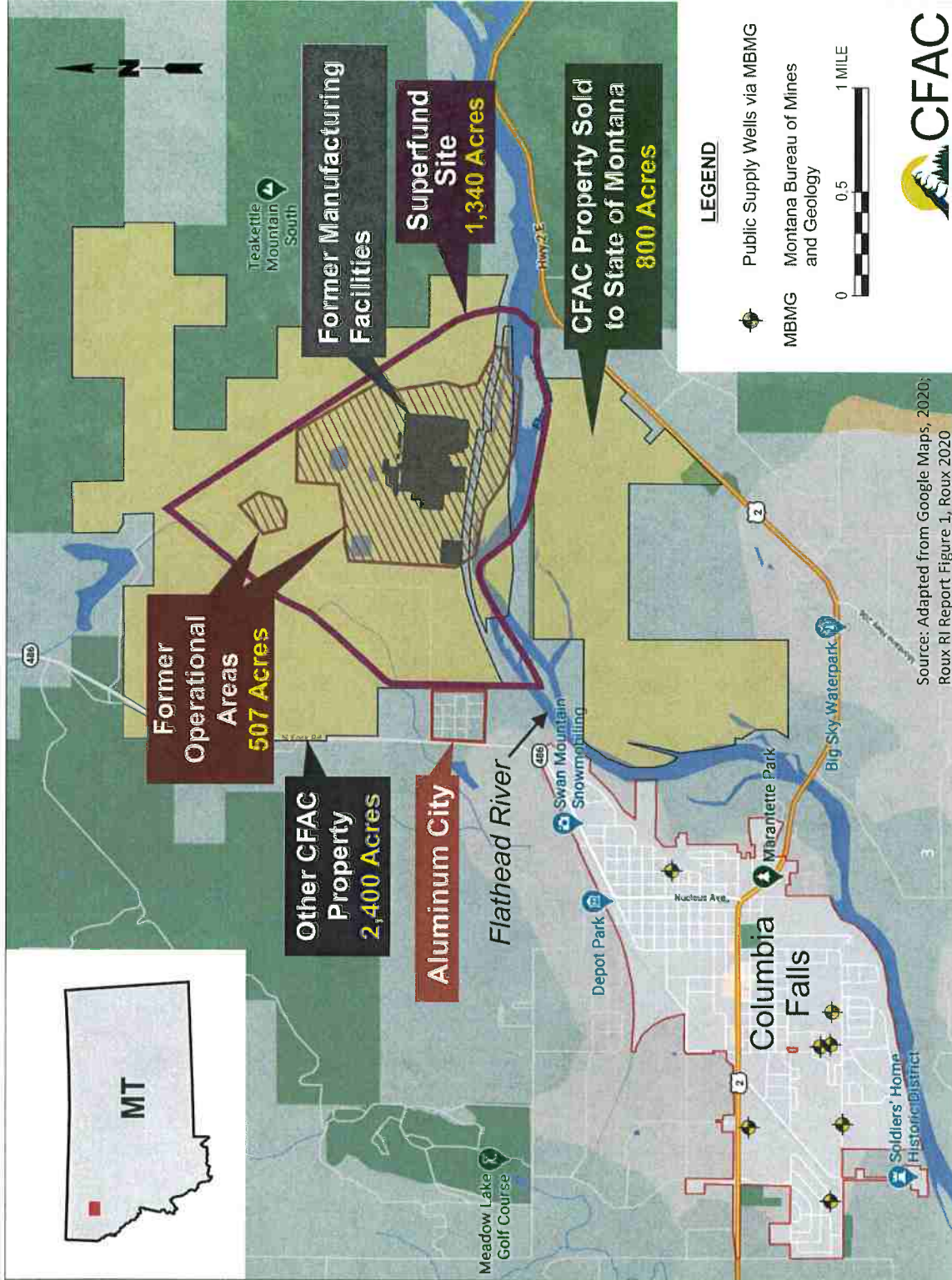


Available Mixed Land Use Options

Study Area 1,340 Acres
Operational Area 507 Acres

- Residential
- Recreation
- Commercial & Industrial

CFAC total property ownership
2,400 Acres



Source: Adapted from Google Maps, 2020; Roux RI Report Figure 1, Roux 2020

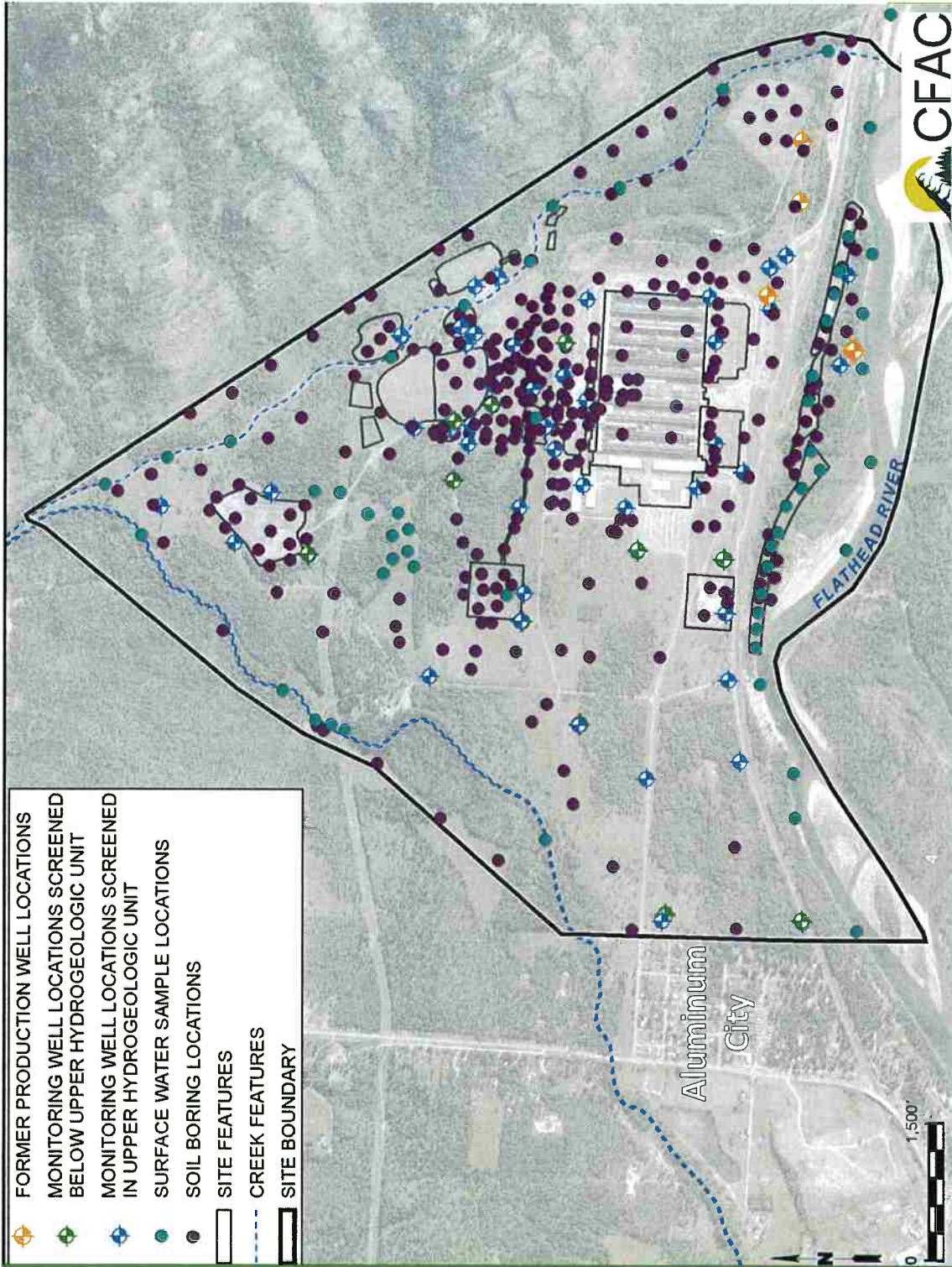
Remedial Investigation ("RI")

Site Investigation

- Collected data from multiple rounds under varying conditions in 2016-2018
- Over 1,000 soil samples
- 400 groundwater samples from 77 wells
- 200 surface water samples
- 70 sediment samples
- 40 porewater samples
- 100 offsite samples
- 165 Aluminum City well samples










Human Health and Ecological Risk Assessment

Remedial Investigation Report



Feasibility Study

LEGEND

-  Creek Features
-  Legacy Landfills Impacting Groundwater
-  Legacy Landfills Not Impacting Groundwater
-  Site Soils
-  Northern Ponds
-  River Area
-  Groundwater
-  Site Features Near River
-  Site Boundary



24 remedial alternatives evaluated for six areas of the site



**CITY OF COLUMBIA FALLS
CORRESPONDENCE LIST
COUNCIL MEETING
February 5, 2024**

01/23/24 Montana Liquid & Gas Pipeline Association newsletter

01/16/24 Email from Pat Malone – Short Term Rentals

01/18/24 Coalition for a Clean CFAC – Letter

01/30/24 Email from Pat Malone – City STR Workshop

2024 MONTANA LIQUID & GAS PIPELINE ASSOCIATION EMERGENCY RESPONSE EXERCISE

Item No. 14.

TACTICAL PIPELINE RESPONSE TRAINING NEW DISCUSSION BASED SCENARIO EXERCISES

- Receive updated information and build relationships with your local pipeline operators

Local Government Officials

- Do we have a pipeline emergency?
- Where is the leak or response?
- Whom do we notify?
- Is there an immediate threat to life or property?
- Should emergency responders shut down the pipeline?
- Do we need to start an evacuation or other protective action?
- Will other resources (local, state, federal, private industry) be required?



CAN'T MAKE IT?

Visit Training Center. A self-paced online training available 24/7 for the entire team! Go to trainingcenter.pdigm.com use code: 2024CORE

IN PERSON LIAISON

Lunch Meetings

11:30 am - 12:00 pm Registration / Lunch
12:00 pm - 1:30 pm Program

For questions or additional information, contact us at (844) 693-7788 or visit our website at mlgpa.pipelineawareness.org

PROGRAM

- Know the Operators.....Know their Products
- In-Person Operator Information
- Virtual Incident Scenario
- On-Scene Chemistry/Hazmat Basics
- Valuable Networking and Interaction
- Safe Digging Practices (811)

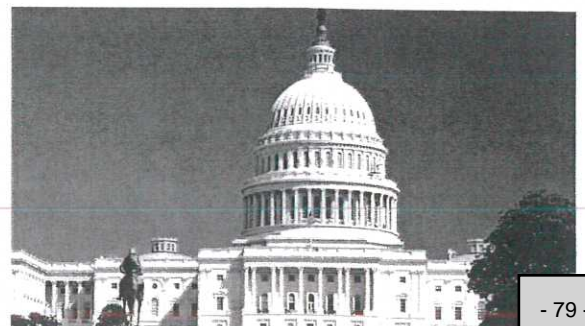
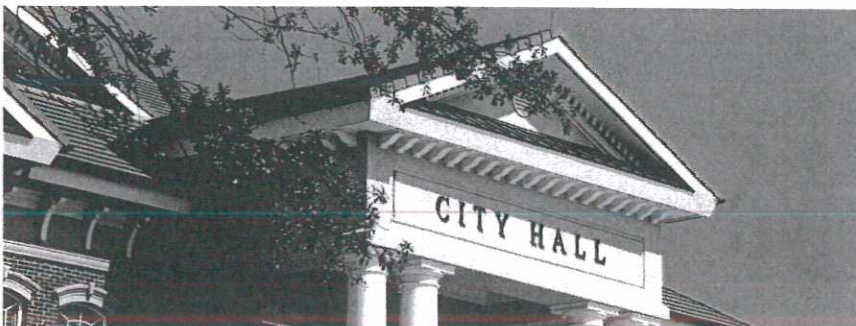
2024 MLGPA SPONSORS

Bayou Midstream
Bridger Pipeline LLC
Calumet Montana Refining, LLC
CHS Inc., Cenex
CHS Inc., Front Range
Colorado Interstate Gas Company, L.L.C.
Denbury Inc.
Enbridge Pipelines (North Dakota) LLC
Energy West Montana
Express Pipeline LLC
Havre Pipeline Company LLC
Kinder Morgan Double H

Montana-Dakota Utilities Co.
MPLX
NorthWestern Energy
Par Montana LLC
Par Rocky Mountain Midstream LLC
Phillips 66 Pipeline LLC
Plains Pipeline
Silver Creek Midstream
TC Energy - Bison Pipeline
TC Energy - Northern Border Pipeline Company
WBI Energy Transmission

MLGPA

Montana Liquid & Gas
Pipeline Association





*****ALL FOR AADC 598
COLUMBIA FALLS MAYORS OFFICE
CURRENT MAYOR
OR DONALD BARNHART
130 6TH ST W STE A
COLUMBIA FALLS, MT 59912-3615

3DXF-33YM
1679

SCAN HERE
to register



or go to
rsvp.pdigm.com

REGISTRATION WEBCODE 3DXF-33YM

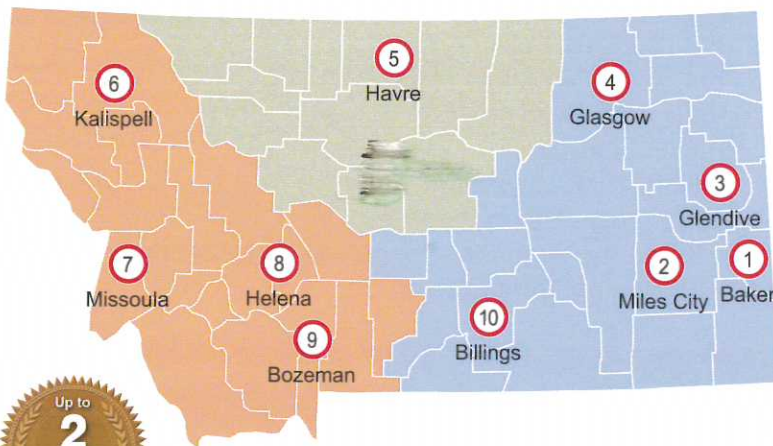
Complimentary program includes a meal provided for each attendee

MLGPA-PO



IN PERSON – LOCAL PIPELINE RESPONSE TRAINING

Plan, train and engage with your local operators



#	City	Date	Time
1	Baker	02/20/24	11:30 AM
2	Miles City	02/21/24	11:30 AM
3	Glendive	02/22/24	11:30 AM
4	Glasgow	02/26/24	11:30 AM
5	Havre	02/27/24	11:30 AM
6	Kalispell	02/28/24	11:30 AM
7	Missoula	02/29/24	11:30 AM
8	Helena	03/05/24	11:30 AM
9	Bozeman	03/06/24	11:30 AM
10	Billings	03/07/24	11:30 AM



Attending the meeting in your area provides the opportunity to liaise with pipeline operators within your jurisdiction. If the date and time doesn't fit your schedule you may attend any meeting.



B Staaland

From: Pat Malone <pcmwccc@hotmail.com>
Sent: Sunday, January 14, 2024 12:51 PM
To: B Staaland; Susan Nicosia
Cc: Leanette Galaz; Barb Riley; Flathead Families for Responsible Growth; Mayre Flowers; contact@newnowvillage.com; Pete; Shelter WF; Jessi.davidson@hey.com; Erica McKee; Lance Lynch; Robert Crowe; Brian Nelson ; Connie Malone; Pat Malone; Chris Peterson
Subject: Short Term Rental Suggestions for Columbia Falls
Attachments: Components of a STR Program.docx

RECEIVED
 JAN 16 2024
 CITY OF COLUMBIA FALLS

Dear Mayor and City Council Members.

It has come to our attention that the Council will hold a staff briefing on Short Term Rentals (STRs) on January 22nd.

Our primary residence is on Wildcat Drive, and it now has 4 approved STRs and we own vacation property in Meadow Lake Resort and Edelweiss Condominiums which also have STRs. Over the past several years we have written numerous times expressing our concerns about our loss of neighborhood integrity and the increasing transitory character of our block as well as the loss of long-term rental housing, the need for more affordable/workforce housing, and concerns for the safety of children near Ruder Elementary and the Middle School. These concerns only increase with the growth of STRs in traditionally quiet, lower density single-family neighborhoods.

Since you adopted Ordinance 732 in 2012 much has happened in the Columbia Falls homeowner and rental housing markets. Though once desirable and popular among many localities, the negative aspects of STRs have come more to the forefront causing more and more local governments to tighten rules and regulations. We encourage Columbia Falls to follow that example and seriously consider strengthening the existing program. The Attachment is a quick comparison of various municipal programs across the country. It highlights some of the many changes that local governments are adopting to better define where and how STRs should be cited and managed.

Here are the modifications we personally propose you consider:

- like Bozeman adopt a tiered system whereby certain types of STRs are only allowed in certain zoning districts (such as Type 1 in single-family zones, Type 2 in multi-family zones and Type 3 in non-residential zones.
- limit STRs to private, personal homeowners (natural persons) not corporations and investment groups.
- limit STRs to homes and exclude motor homes, vans, campers or other types of dwelling units.
- CAP the number of days each calendar year (say 120) that homes may be used as STRs and require homeowner residency at least 6 months of the year.
- Restrict STRs to 1 per legal lot (even with ADUs).
- Allow STRs among both homeowners and renters (with written landlord approval).
- Limit occupancy to no more than 2 people per legal bedroom.
- Explore the legality of imposing an increasing fee structure based upon the number of bedrooms/occupants.
- Owners to reapply annually and City to reinspect every 2 years.
- Require owners to advertise/publicize their permit number on all physical and/or online promotions.
- Limit STRs to only 1 per block face and not closer than 500 feet from one another.
- CAP the total number of STRs in City to a ratio of 1 STR to 20 residences.

Respectfully, Patrick and Connie Malone (1373 Wildcat Drive)

COMPARISON OF SHORT-TERM/VACATION (STR) RENTAL PROGRAMS: Compiled by Pat Malone, Columbia Falls (January 2024)

The following is a snapshot comparison of different components of short-term rental programs between various cities and Columbia Falls.

<p>General Components</p>	<p>National League of Cities Recommendations via Guidebook (2022)</p>	<p>Colorado Municipal League (2016)</p>	<p>Cornell University – Student Research Project (2019)</p>	<p>City of Bozeman (Article 3, Division 38.360, Section 260)</p>	<p>City of Columbia Falls (Ordinance 732, adopted July 16, 2012 and Section 18.600 of Zoning Code)</p>
<p>Definition</p>	<p>-A community can define an STR to either be “part” of a home OR “all” of the home. By part, the community maintains a greater degree of control over the usage of the property. -Many cities require that the owner occupy the residence most of the year (thereby only targeting tourist seasons – for CF that would be summer only). -Many cities also “CAP” the number of days a property can be rented.</p>	<p>-No state definition identified. -Boulder states under 30 days. -Denver required at least a 30-day limit on rentals. STRs are an accessory use. The unit must be a primary residence of the host (whether owned or rented) certified by driver’s license or voter registration. Hosts do not need to be present when renting.</p>	<p>-As of 2018 there were 125 official online rental platforms -Originally designed as part of the “sharing economy” owners and rental platforms have evolved to open competition with traditional tourist lodging. -As of 2017, unlike Idaho, Washington and Oregon, Montana does not have an agreement with platforms like AirBNB to collect and</p>	<p>-Has 3 categories for STRs: Type 1 (owner occupied primary residence); Type 2 (owner occupied duplex or ADU, owner not present during rental), Type 3 (entire home, not owner occupied residence) -In December 2023 placed a ban on Type 3 homes (unless grandfathered in) -Rentals less than 28 days</p>	<p>-Requires that the “entire” house must be rented (18.600). Prohibits the rental of ONLY a portion of the house, regardless of size or configuration. Could allow for corporate/investor ownership or as an extension of other lodging options like for Hilton, Ruis, Xanterra, etc. -No owner occupancy requirement (like is required for a B&B-18.414.050). -No “CAP” on the number of days a property can be rented. -Applies to rentals under 30 days. -Unclear if a motor home or camping van or like structure would qualify as “residential.”</p>
<p>Pre-Ordinance/Program Design</p>	<p>-Cities are encouraged to conduct a meaningful analysis of the local housing market before allowing for STRs. -Ordinance or program design should involve a diverse stakeholder group (including tenants, HOAs, neighborhood groups). -Program should have clear public benefit policy goals (like preventing loss of rental housing stock or combat displacement or allow for economic gain of homeowners). -Regulations should be specifically</p>	<p>-Regulations should be sensitive to issues like neighborhood integrity, unfair business competition, housing safety and availability of affordable housing. -Boulder ordinance adopted in 2016. Rental property must be the owner’s principal residence and address must appear on voter and auto registration. Owner must be a natural person. Owner can’t license primary and an accessory unit,</p>	<p>-As of 2018 there were 125 official online rental platforms -Originally designed as part of the “sharing economy” owners and rental platforms have evolved to open competition with traditional tourist lodging. -As of 2017, unlike Idaho, Washington and Oregon, Montana does not have an agreement with platforms like AirBNB to collect and</p>	<p>-Goal for ordinance is “to preserve neighborhood character and promote a supply of long term rental housing stock while encouraging economic diversity and to promote public health, safety and welfare.”</p>	<p>-No evidence that CF conducted any type of study or convened any type of stakeholder group to explore, design, develop and/or adopt its STR ordinance. -No identified policy goal or desire outcome.</p>

	<p>ted to policy goals (like requiring host residency if your goal is to prevent loss of rental housing). -Some cities allow long-term renters to become STRers since most homeowners are white and middle-class while renters are often more ethnically diverse and lower income.</p>	<p>not both. Accessory units can only rent 120 days each year. -Breckenridge program began in 1984. Taxation is based upon the number of bedrooms. Cannot have a STR with deed restricted workforce housing. STRs may be either a primary or non-primary residence with no occupancy limits. -Denver allows landlords and HOAs to prohibit STRs. -Durango STR goals are to preserve residential and neighborhood character. Durango is piloting a program to allow single room rental in a residential unit (2016).</p>	<p>remit tourist taxes (as they do in 18 states). -Some cities are revising local rules/regs to fend off the "hotelization" process of permanent short-term rentals (AirBNB alone when from just over 1% of the US hotel industry revenue in Sept 2014 to over 8% by January 2017). -Some cities require online platforms to de-list illegal (non locally registered) listings -Many cities limit the number of STRs in multifamily buildings (like condos)</p>	<p>-Type 1 (all districts), Type 2 (all except RS and R1), Type 3 (not allowed in residential districts)</p>	<p>-CUP required for all applicants. -Allowed with CUP in 9 districts and outright permitted use in 3 districts with no review. -No limitation on number of units in City, neighborhood, block, etc.</p>
<p>Location</p>	<p>-Many cities establish different standards between residential and commercial districts (stricter rules in single-family residential area). -Many cities limit STRs in single-family zones.</p>	<p>-Durango limits STRs to two zones, employs a street segment cap that restricts STRs to only one per block face.</p>	<p>-Some cities require a primary residency requirement always or at least 6 months of year (shared housing concept). -Some cities limit total rental days per year (like 90-120). -Some cities ban second home rentals. -Some cities limit STR lots that can't be within 200-1,000 feet of each other. -Some cities limit STRs to a percentage (say 3%) in a multifamily structure.</p>		
<p>Registration, Licensing</p>	<p>-Many cities require that STR owners utilize established online platforms like AirBNB, VRBO, HomeAway or Couchsurfing (due to their internal rules/regs and oversight)</p>	<p>-Most popular rental sites are AirBNB, Booking.com, VRBO, Expedia, HomeToGo, TripAdvisor, FlipKey, Homestay.com, Atraveo, Vacasa, Evolve Vacation Rental and OneFineStay.</p>	<p>-Some cities limit STRs to a ratio of long-term residences (like 1 per 13 in Mendocino County CA).</p>	<p>-No more than 2 guests per sleeping area. -Applicant must verify use of property is compatible with insurance and mortgage contracts, HOA CCRs, rental agreements and any other contracts related to property. -Applicant must identify all hosting platforms rental is listed. -Permit renewal is annual.</p>	<p>-No basis for denial if basic "standards" are met (18.445.020). -No stated criteria by which an applicant can be "conditioned" as often required with CUPs. -No compliance mechanism written into Ordinance. No mandatory re-inspection or onsite review. -No timeframe is provided for suspensions or if revoked for how long or if you can</p>

				<p>--Some cities limit number of STRs any owner can register</p>	<p>reapply. Flat permit fee and tax rates regardless of how many days of rental.</p>
<p>Permitting, Fines and Enforcement</p>	<p>-Compliance is important and so some staff research and analysis regularly or contract with an independent agency like Granicus's Host Compliance monitoring system. -\$200 to \$250 for first violation, \$400 to \$500 for second, \$600 to \$750 for third and suspension for fourth -Hire dedicated staff for code enforcement, data collection, monitor complaints, conduct inspections, etc.</p>	<p>-Denver requires licensed hosts to post the license number on all advertising allowing EXL the ability to check STR listings on all venues/platforms for compliance.</p>		<p>-Agency director may investigate applicant eligibility, examine books and records of applicant (and issue subpoenas when necessary). -Re-inspections must occur every 3 years. -Rental agreements with occupants must include City rules. -Hosting platforms must report to the City quarterly.</p>	<p>-No basis for denial if basic "standards" are met (18.445.020). -No stated criteria by which an applicant can be "conditioned" as often required with CUPs. -No compliance mechanism written into Ordinance. No mandatory re-inspection or onsite review. -No timeframe is provided for suspensions or if revoked for how long or if you can reapply. Flat permit fee and tax rates regardless of how many days of rental.</p>
<p>Evaluation</p>	<p>-Many cities negotiate a "Voluntary Collection Agreement" or "Memorandum of Understanding" with rental platforms so that they can audit rental activity -Adopt a "sunset" clause requiring review and evaluation on a regular basis -Third parties like Host Compliance, AirDNA and Inside AirBNB offer enforcement and evaluation services</p>			<p>-No mention</p>	<p>-No monitoring or evaluation requirement written into Ordinance. -No evidence any money raised is dedicated toward promoting new affordable rental or homeownership housing.</p>

FOOTNOTES:

National League of Cities. chrome-extension://efaidnbmninnkpcjpcjgclclefindmkaj/https://www.nlc.org/wp-content/uploads/2022/05/Short-Term-Rental-Regulations.pdf

Colorado Municipal League. chrome-extension://efaidnbmninnkpcjpcjgclclefindmkaj/https://www.cml.org/docs/default-source/uploadedfiles/issues/sharing-economy/know-short-term-rentals-center-copy.pdf?sfvrsn=a21d03e7_0

Cornell University. chrome-extension://efaidnbmninnkpcjpcjgclclefindmkaj/https://labs.aap.cornell.edu/sites/aap-labs/files/2022-10/gandhi%20etal_2019_FullReport.pdf

**Though not cited by any reports I reviewed, Hostaway lists a variety of organizations that offer classes for STR owners, hosts and property managers, including: Vacation Rental Management Association, Vacation Rental University, Vacation Rental Secrets, Short Term Rental University, Udemu, Transparent, the Airbnb Course, California Association of Realtors, BNB Mastery, Vacation Rental Management Blog, STR Certification, Alterschool, VR Mastered, Cleaning Certification, Short Term Rental Profit Academy, Fully Booked, Google Digital Garage, Coursera, Tax Smart University, Cashflow Diary, and Short Term Sage.*



To : Carolina Balliew,
 Montana Remedial Section C Supervisor, Region 8,
 US Environmental Protection Agency (EPA)
 10 West 15th Street, Helena, MT 59626

To: Christopher Dorrington,
 Director, Montana Department of Environmental Quality (DEQ)
 P.O. Box 200901, Helena MT 59620-0901

January 18, 2024

Dear Ms. Balliew and Mr. Dorrington,

Citizens for a Better Flathead is a citizen-based advocacy organization representing more than 3000 residents of Flathead County. We, along with the Columbia Falls-based Upper Flathead Neighborhood Association representing some 200 residents in the Columbia Falls area, and a rapidly growing number of city and county residents throughout the Flathead including a number of former Columbia Falls Aluminum Company (CFAC) employees and other local organizations, have come together to form the **Coalition for a Clean CFAC**. Our mission is to *secure the comprehensive cleanup of the Columbia Falls Aluminum Company (CFAC) Superfund site for the health, enjoyment, and economic benefit of the local community and the protection of the Flathead watershed.*

We are writing now to formally request that the EPA order a time-out to the proposed issuing of a Final Record of Decision on the CFAC Superfund Site scheduled for an estimated time frame in March of 2024. We Request that EPA and Montana DEQ not go forward with a Record of Decision based on its proposed waste-in-place plan outlined in the 2021 Feasibility Study and the 2023 proposed Cleanup plan for the Columbia Falls smelter site.

While the public record will show that the option of off-site removal of highly toxic waste has all along been called for and supported by the local community and the Columbia Falls City Council, the Feasibility Study Report never seriously considered this as a viable option and instead it was deemed, and early on dismissed, as too expensive. An actual cost estimate was never produced. (See discussion of "Relative Cost" beginning on page 69 of the 2021 Feasibility Study Report and page 10 of the 2023 Proposed Plan for Cleanup Columbia Falls Aluminum Company Superfund Site.)

We request that EPA and DEQ take a time-out to produce a focused feasibility study evaluating realistic costs for removal of acute and extremely hazardous wastes including the Spent Pot Liner and Wet Scrubber Pond Wastes to an offsite hazardous waste disposal facility. This will require investigation not previously completed during the remedial investigation, including waste volumes, amount of waste intermingling, and volumes of contaminated soils beneath the existing waste dumps.

This focused feasibility study should include consideration of use of the existing rail lines at the CFAC site which were used for many years after 1990 to remove highly toxic Spent Pot Liners (SPL) and other hazardous waste. Not only does the CFAC smelter after 1990 have a history of successfully using the existing rail lines at CFAC to ship highly toxic waste like SPLs to a federally certified hazardous waste landfill out of state¹, other smelters in the northwest like the Alcoa Smelter in Vancouver, Washington have done so as well.

Our reservation regarding the proposed action calling for leaving toxic waste in place at the CFAC site is validated and heighten by the recent conclusion of the Montana Natural Resource Damage Program, acting on behalf of Gov. Greg Gianforte, who was joined by the Confederated Salish and Kootenai Tribes (CSKT) as well as two federal natural resource trustees, the U.S. Departments of Interior and Agriculture, to issue a notice of intent to perform a natural resource damage assessment at the CFAC site. Most telling is the conclusion of their detailed 34-page pre-assessment screen which states regarding the proposed CFAC cleanup plan that, “EPA has issued a proposed plan for a final cleanup in 2023; the preferred alternative, however, will not return the Site to baseline. Rehabilitation, restoration, or replacement of natural resources is required to reduce future injuries and compensate the public for interim losses of natural resources and the services they provide.”² These findings are one more reason we believe a time out is warranted to ensure more effective cleanup solutions are considered and adopted.

Actual cost estimates and investigation of additional alternatives should be done as well on treatment of other potential remaining wastes at the site including their consolidation into a “high and dry” lined and capped landfill meeting state-of-art design and containment standards for toxic wastes. This and the removal of the most toxic wastes should be reviewed as a cost-effective alternative to the very expensive proposed slurry wall containment structure. The proposed use of a slurry wall at this site faces unique site-specific challenges of high ground water that fluctuates significantly during the year by as much as 25 feet and the inability of these proposed slurry walls to reach to the depth of a suitable impermeable layer needed to prevent ongoing contact between groundwater and the buried waste proposed currently to be left in place. Cost estimates and alternatives should also be reviewed for some low-level wastes not contaminated with cyanide and fluoride or other such highly toxic wastes, which could perhaps be sent to the Flathead County landfill, if justified, in limited quantities, as this is a lined facility that sits some 300 feet above groundwater.

This requested time-out should also provide time to facilitate the missing consideration of an assessment of climate vulnerability for this superfund site including consideration of long-term impacts from flooding (climate change) and seismic activity. This assessment is now being done all around the country and for the Smurfit Mill site in Missoula.

Another important reason and need for EPA and DEQ to take a time-out before issuing a final Record of Decision (ROD) is a missed step under the Superfund Redevelopment Initiative (SRI) process established in 1999 to help communities return Superfund sites to productive use³. As this directive sets forth, “Regions should review the Superfund Land Use Directive and ensure that reasonable future land use assumptions are incorporated into the development, evaluation and selection of response actions, where appropriate.”

¹ CV 18-131-M-DWM, FINDINGS OF FACT AND CONCLUSIONS OF LAW, CFAC LLC vs Atlantic Richfield, 8/25/21

² *Montana Begins Natural Resource Damage Assessment at CFAC Superfund Site*, Flathead Beacon 1/16/2024

³ <https://www.epa.gov/superfund-redevelopment/superfund-redevelopment-policy-guidance-and-resources> and <https://www.epa.gov/superfund-redevelopment/superfund-reuse-planning-support-technical-assistance>

For whatever reason or set of reasons, be it the disbandment of the Glencore-created Community Liaison Panel once CFAC was designated as a superfund site in 2016, the time wait for site analysis that followed this, or the chaos of the covid years where no one wanted to gather, a stakeholder process has never been held to engage the community in imagining potential reuses and future development at the CFAC 900+ acre site. In our recent outreach in the community, this lack of a future vision for redevelopment is one that the community wants to see happen so that it can be considered prior to the final selection of cleanup and remedial processes. Indeed, the EPA has a program to facilitate such community visioning known as *Regional Seeds*. "The purpose of Regional Seeds is to provide site teams with technical assistance to facilitate redevelopment, remove barriers to productive reuse, and ensure future use is well aligned with the cleanup and removal/remedial process."

The 2023 proposed Cleanup plan for the Columbia Falls smelter site states on page 4 that "Local authorities have not adopted a future land use plan for the site." But the plan fails to call for or identify the benefits to the community of having such a plan in place. Instead, it simply repeatedly states that the recommended cleanup strategies in this plan are sound given the "current and reasonably expected future uses" of this CFAC site. But this is not the consensus of the public.

As noted in a front-page story in the Hungry Horse News earlier this month referring to the over 750 pages of comment the EPA received in August on this proposal, "Community members were almost universally opposed to leaving the waste in place, slurry walls or not. "Leaving the waste in place next to the Flathead River is a recipe for disaster," one person commented."

The proposed waste-in-place plan would indeed impose severe restrictions on future land uses at the site with the need for deed restrictions limiting available land uses near the waste dumps, a groundwater control area banning drinking water wells, and access control points such as fencing and warning signs; not the vision of a cleaned-up, economically revitalized property that the community so desires and deserves. A waste-in-place solution fails to provide the assurances the community deserves that there will not be on-going and worsening leaking of these toxic wastes to ground water and surface waters. as the waste plume grows and moves.

Removal of the most contaminated wastes including spent pot liners and wet scrubber pond waste, and consolidation of less contaminated materials in lined and capped and high-and dry landfills on site will reduce the burdensome restrictions that leaving the waste in place would cause. This will allow a broader range of land uses benefitting the community in the future.

The smelter produced aluminum, good jobs and taxes for about 54 years, yet the wastes from that process have remained on site limiting the available uses of the land for 15 years since the smelter closed. We do not support leaving the waste in place and restricting the use of this land in perpetuity, just to save some money on cleanup today. The community deserves better than this.

We urge you to call for a time-out to provide Columbia Falls and Flathead residents and businesses a focused feasibility report evaluating realistic costs for removal of the highly toxic waste on site, as well as other missing data and costs for other clean-up activities discussed above. **We believe this missing information is essential to be able to craft a future vision for the redevelopment of this site that is good for the community, the economy, the environment, and for future generations. Without this information the public and EPA cannot really know if the proposed solution would meet the EPA's**

goals for solutions that offer long term effectiveness and permanence, as well as community acceptance.

Sincerely,

Mayre Flowers, Shirley Folkwein Phil Matson, and Peter Metcalf on behalf of the *Coalition for a Clean CFAC*, PO Box 2198, Kalispell, MT 59903

Mayre Flowers, Mayre@Flatheadcitizens.org, 406-755-4521, Flathead County Resident

Shirley Folkwein, upperflatheadna@gmail.com, 406-890-1659, Columbia Falls Resident

Phil Matson, flbsphil@gmail.com, 406-249-2529, Columbia Falls Resident

Peter Metcalf, peterwmetcalf@hotmail.com, 406-531-5098, Columbia Falls Resident

Nicole Bond, Columbia Falls Resident

Becca Wheeler, Columbia Falls Resident

Jim and Heather Peacock, Columbia Falls Residents

Larry D. Williams, Columbia Falls Resident

Rebecca R. (Becky) Williams, Columbia Falls Resident

Attached:

- City of Columbia Falls City Council letters to EPA and DEQ in opposition to a waste-in-place solution, 4/6/2015 and 3/25/2022.
- Senator Jon Tester's 5/3/2022 Letter to EPA Administrator, Michael Regan

Cc

- KC Becker, Regional Administrator for EPA's Region 8
- Matthew Dorrington, Remedial Project Manager, U.S. EPA Region 8
- Columbia Falls City Council, Mayor Don Barnhart
- Whitefish City Council, Mayor John Mulfield
- Kalispell City Council, Mayor Mark Johnson
- Flathead County Commissioners: Brad Abell, Randy Brodehl, and Pam Holmquist
- US Senator Jon Tester, c/o Eric Erik Nylund, Regional Director and Natural Resources Liaison Butte, and Chad Cambell, Regional Director, Kalispell
- US Senator Steve Daines, c/o Bret Slaughter, Natural Resource Liaison
- Confederated Salish and Kootenai Tribal Council, Tom McDonald, Chair
- The Confederated Salish & Kootenai Tribes: Richard Janssen, Head of CSKT Natural Resources Dept
- The Montana Natural Resource Damage Program: Doug Martin and Katherine Hausrath
- Montana DEQ Project Manager, Richard Sloan
- Flathead City-County Health Department: Jennifer Rankosky
- Flathead Lake Biological Station, UM, James Elser, Director and Tom Bansak, Associate Director
- Western Montana Conservation Commission, Casey Lewis, Executive Director
- Flathead Conservation District, Pete Woll, Board Chair, and Samantha Tappenbeck, Resource Conservationist

JON TESTER
MONTANA

SENATE HART BUILDING
SUITE 311
WASHINGTON, DC 20510
202-224-2644

COMMITTEES:
APPROPRIATIONS
BANKING
COMMERCE
INDIAN AFFAIRS
VETERANS' AFFAIRS

United States Senate

tester.senate.gov/contact

May 3, 2022

The Honorable Michael Regan
Administrator
Environmental Protection Agency
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460

Dear Administrator Regan:

I am writing to highlight growing concerns from communities in Montana about the EPA's use of waste-in-place remedies at Superfund sites, and the importance of outreach from EPA staff to communities navigating the Superfund process. EPA has a critical responsibility to ensure communities are well-informed so that they can provide meaningful input into cleanup decisions, and that remedies the agency supports are protective of human health and the environment.

I am troubled by the EPA's reliance on waste-in-place remedies at multiple sites in Montana. Communities are rightfully skeptical about the risks posed by leaving toxic waste on site where it could migrate into groundwater or surface water. There are multiple waste-in-place remedies that are either already in place or under consideration that are mere feet away from rivers in Butte, Anaconda, Frenchtown, and Columbia Falls. In 2017, flooding at the Smurfit Stone site damaged the berm separating the site from the Clark Fork River, and also sent a plume of material into the river. Modeling from the Montana Bureau of Mines indicated that waste from tailings at the Butte-Silver Bow site would migrate much more quickly than EPA suggested, and present an imminent risk to groundwater and surface water. Despite EPA assurances about the extent and mobility of contamination, there has been subsequent testing by state entities raising serious questions about assumptions made during the investigation. At Columbia Falls, community leaders have told me that their repeated concerns about the risks a potential waste-in-place remedy poses to headwaters have seemingly fallen on deaf ears. At a minimum, this creates a public trust and confidence issue at other sites. Worse, a remedy that isn't effective poses a direct threat to human health and water quality.

The EPA needs to do more to ensure that planned remediation actions are actually protective of the sites in question, and that the public is well-informed of the inherent risks associated with waste-in-place remedies. EPA should work with affected communities to ensure that controversial waste-in-place remedies receive significant additional scrutiny, either through direct analysis from EPA staff or in concert with hydrology experts from other agencies. Objective experts should clearly demonstrate to the public, based on real-world monitoring from the site and surrounding waters, that their proposed remedy keeps waste where it should be. Input from outside experts, especially those with additional monitoring data, should be welcomed, and responses to that input should be included in the EPA's analysis of the site and its outreach to the affected community. If an affected community calls for an alternative remedy, EPA should give serious consideration to developing an alternative cleanup solution and, if those

BILLINGS
(406) 252-0550

BOZEMAN
(406) 586-4450

BUTTE
(406) 723-3277

MISSOULA
(406) 728-3003

GREAT FALLS
(406) 452-9585

HELENA
(406) 449-5401

KALISPELL
(406) 257-3336

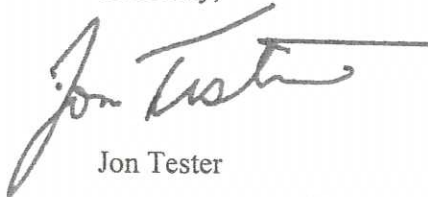
alternatives aren't feasible, provide detailed explanations in public meetings and online why those remedies are not possible.

In addition to bolstering its scientific analysis of waste-in-place remedies, EPA also needs to improve its outreach to affected communities. The public needs a clear understanding of the procedural and scientific steps involved with cleaning up a Superfund site, and much earlier in the process than has occurred, so that their input can be considered in feasibility studies remediation investigations. I have spoken directly with many community leaders from across Montana who have attended EPA briefings on their site, and left without a clear understanding of what steps remained before remediation could begin, when and how the public could comment on proposed remedies, and how EPA was verifying that a proposed remedy was protective. In many cases, briefings that contain digestible information came long after critical steps were complete. When local elected officials, leaders of community groups, and business owners don't have this information in plain English, it is supremely difficult for them to effectively advocate for the remediation that actually works for the community during those critical early portions of the process.

For community leaders to be better informed, the Community Involvement Coordinators for Montana's sites need to ensure public meetings are sufficiently noticed. Information presented at those meetings must be comprehensible to members of the public who are not subject matter experts, and local stakeholders need to be informed about the scientific justification for specific remedies well before milestones are reached. Montana communities also need to be informed about their options to secure direct financial support for technical assistance through EPA's Technical Assistance Grants and Technical Assistance Services for Communities. Online information needs to be presented clearly, informatively, and as objectively as possible. The website for Columbia Falls includes a misspelling in the first few sentences explaining the site, and links through to the potentially responsible party's non-government website to explain the Superfund process and remedial investigation. This does not inspire confidence that EPA is treating this site with a high attention to detail and providing objective information to the public. I encourage you to revisit your online presentation of information, and promptly schedule in-person public meetings within your ongoing COVID safety guidelines to more clearly explain proposed remedies and the Superfund cleanup process with Montana's Superfund communities.

Thank you for your work to engage with Montana's Superfund communities, and to ensure remedy options are substantially protective of human health and the environment. EPA has an important role to play in our daily lives and has an opportunity to improve public perception across its programs.

Sincerely,

A handwritten signature in black ink, appearing to read "Jon Tester". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Jon Tester



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

PHONE (406) 892-4391

FAX (406) 892-4413

March 25, 2021

US EPA – Region 8
Attn. Ken Champagne
10 West 15th Street
Helena, MT 59626
Sent Via Email: Champagne.Kenneth@epa.gov

RE: Columbia Falls Aluminum Company Site Feasibility Study

Dear Ken:

The Columbia Falls City Council would like to express concerns over the initial draft feasibility study for the cleanup of the former Columbia Falls Aluminum Company site which proposed leaving some hazardous materials on the property. The EPA and Glencore hosted a virtual meeting on February 11, 2021 whereby the draft plan was discussed. We understand that the EPA will prepare the draft plan for public comment later this spring but we wish to submit our comments at this time.

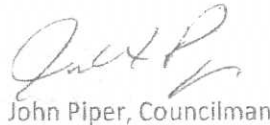
The City Council, on behalf of the community, continues to express their desire to see the site cleaned up with the contaminants removed from the site and not covered up or left in place to prevent the spread of groundwater contaminants. Providing clean, safe drinking water is important to the Council and to that end, the City has made significant investments in providing safe drinking water to the citizens of Columbia Falls. While testing of the City's wells have not revealed that the known contaminants from the CFAC site have made their way into the City's drinking water supply as of now, the City would not like to see cleanup and remedial action delayed until the City is faced with costly emergency measures to protect the City's water supply.

History has shown that contaminants can surface many years later. Respectfully, we do not want to have a repeat of the Opportunity/Anaconda site issues with groundwater contamination appearing years after "clean up." Leaving contaminants on site should not be an option.

Please consider the City's paramount concern of providing safe, clean drinking water to our community while preparing the cleanup plan as well as the impacts in the residential areas just outside the City, such as Aluminum City. The ecological well-being of the Flathead River is of utmost significance to our community.

Sincerely,


Donald W. Barnhart, Mayor

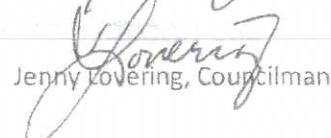

John Piper, Councilman


Darin Fisher, Councilman


Paula Robinson, Councilman


Doug Karper, Councilman


Michael Shepard, Councilman


Jenny Lovering, Councilman



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

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

April 6, 2015

Docket Coordinator, Headquarters
U.S. Environmental Protection Agency
CERCLA Docket Office (Mail Code - 5350T)
1200 Pennsylvania Avenue, NW
Washington, DC 20460

RECEIVED
APR 14 2015
EPA DOCKET CENTER

RE: FDMS Docket # EPA-HQ-SFUND-2015-0139

The Columbia Falls City Council supports the listing of the Columbia Falls Aluminum Company Plant (CFAC) on the National Priorities List. The Council recognizes the importance of the process, particularly the completion of the Remedial Investigation/Feasibility Study. As the owner of the property elected to end negotiations with MT DEQ, DEQ and EPA must ensure that remediation and cleanup will occur in a timely manner.

The City Council, on behalf of the community, express their desire to see the site cleaned up, preventing the spread of groundwater contaminants. Providing clean, safe drinking water is important to the Council and to that end, the City has made significant investments in providing safe drinking water to the citizens of Columbia Falls. While the testing of the City's well have not revealed that the known contaminants from the CFAC site have made their way into the City's drinking water supply as of now, the City would not like to see cleanup and remedial action delayed until the City is faced with costly emergency measures to protect the City's water supply.

Also important, is the redevelopment of the CFAC site to provide long-term, sustainable employment and development in the community.

Please record the City Council's unanimous support of the listing of the CFAC site on the National Priorities List.

Sincerely,

Donald W. Barnhart, Mayor

Darin Fisher, Councilman

Doug Karper, Councilman

Jenny Lovefing, Councilman

Julie Plevel, Councilman

David Petersen, Councilman

Michael Shepard, Councilman

POSTMARKED
APR 07 2015
EPA DOCKET CENTER

RECEIVED

JAN 30 2024

CITY OF COLUMBIA FALLS

From: Pat Malone <pcmwccc@hotmail.com>
Sent: Monday, January 29, 2024 7:05 AM
To: B Staaland; Susan Nicosia
Cc: Chris Peterson; Citizens For A Better Flathead; Flathead Families for Responsible Growth; Barb Riley
Subject: City STR Workshop

Dear Honorable Mayor and City Council.

Thank you for the useful and informative recent Short-Term Rental workshop. We hope the staff reports and discussion provided you with greater insights into the larger industry, best practices across small towns in Montana, and hopefully meaningful ways to tighten up Columbia Falls' existing ordinance. Even though the Ordinance does not require you to schedule an update or review, we strongly support it and appreciate you doing it.

There were a couple items of discussion that we feel warrant more exploration, however, so we'd like to share some further observations and questions.

First, Councilmember Shepard shared his positive experiences with STRs in Montana. We agree they are a valued addition to the hospitality industry offering families of all types and sizes unique lodging opportunities that traditional motels and hotels simply can't provide. (We too have taken advantage of this lodging option across 4 states and 3 countries and probably 20 stays over the past decade). Councilmember Shepard made a comment which is inconsistent with our experience however and that is he stated something to the fact that "booking or registering for these stays was complex and time consuming." That has not been our experience, though it's been probably a year since we've booked. So, we went online January 23rd and explored booking options for January 30th for 2 adults in Columbia Falls. Here is what we found:

-Through VRBO we had the option of choosing from **88 properties** (generally north of LaSalle and east of Hwy 2 to Corum). We found 19 properties in downtown Columbia Falls, with at least 9 in condo's recently built by RUIS Construction. A 1 bedroom rented for 1 night at \$140 and a 2 bedroom at \$225. What is unique to STRs is not the "bed/house" fee but the add on's of service, cleaning and host fees - driving costs to \$283 and \$400 per night respectively. They all used self check in via keypads and so no human contact is made with payment via credit card.

-Through AirBNB we explored the same option and found **427 housing options** within basically the same geographic area. We found 12 properties downtown, most built by RUIS. Those condos and a 3-bedroom home ran in price from \$124 to \$222 per night with total costs coming to \$244 and \$425 respectively. Again similar "add on" costs and self check in arrangements.

-Through Booking.com, our favorite site, we found **19 properties** (not including Cedar Creek or Wonderstone) with prices ranging from \$132 to \$173 per night. All were STRs with total costs between \$351.86 and \$373 (before tax) and "add on" fees of \$85 to \$200 for cleaning, etc. No mention about whether they had onsite management or were keypad entries.

This entire search time for all three sites and multiple unit options all the way to registration and payment too us all of 35 minutes with no requirement for membership or identification (beyond an email account) and simply book via credit card. So, it's a quick and easy and relatively anonymous process without any type of "in person" registration like at Cedar Creek. Also, with all these additional cleaning, service and hosting fees we're

Second, and maybe most importantly, we remain unclear WHY Columbia Falls decided to accommodate STRs. We understand it from the property owner's perspective - make more money than you can with LTRs - but we don't understand the underlying public policy benefit. From everything we've read, researched and learned over the past decade or so it seems to boil down to two main goals: you either allow them to directly benefit local residents, elderly residents, low-income residents who need an additional income stream OR you support the hospitality industry by allowing for new lodging options. If it's the latter than we wonder if you were approached by the Chamber, VCB, tourism councils or B&B associations, etc. to accommodate such uses as an economic development goal? Being clear about what public good is being served seems critical - to us - in then crafting rules and regulations to implement that goal. We invite you to examine this issue if you choose to evaluate your current Ordinance.

Third, as previously stated, the staff reports were informative but a challenge to fully understand and follow since print or slide copies were not always provided. The City Manager's chart was instructive, but actually prompted the following areas of interest:

- we would like to see a timeline for applications/approvals,
- we'd like to see a distribution of STRs by zoning district,
- we'd like to see a breakdown of the residency of the owners (local, Flathead, other or foreign),
- we'd like to see a breakdown of the size of units and the average number of guests they can accommodate,
- we'd like to see a breakdown of the average night of stays by year,
- we'd like to see the average length of stay by year,
- we'd like to see the average number of guests by month by year,
- we'd like to see a breakdown of the number of months people rent by year (say by 9-12 mos, 6-9 mos or 3-6 mos, etc.),
- we'd like more information on the demographics of the owners (such as goal #1 above).

Good data seems essential in making good public policy decisions and since the Ordinance does not require any type of review or evaluation having some staff time surveying licensed owners might be helpful in understanding how this lodging tool is being used.

If we accept there are 128 "legal" STRs in the City (and probably another 30 units in Meadow Lake), then we have 46,720 booking nights annually. If each unit were to average 4 guests per night, we get 186,880 total annual guests. If average nightly rental rates are around \$175.00 (like they are now) then total income would be \$32,704,000 (or an average of \$255,500 per STR). Of course, no unit rents 100% of the time - but...if we take an industry average of 50-65% occupancy, then each STR would average between \$127,750 and \$153,400 in income (or put it at only 25% occupancy and you still get income of between **\$63,875 and \$76,700** - significantly higher of course when you add in cleaning, service and hosting fees. A huge windfall, at least for the State, as I don't see where local governments get to keep any of the lodging facility use tax). Quite a difference from a long-term rental that might be \$1,500 to \$2,000 a month or only **\$18,000 to \$24,000 per year**. (This is why a number of STR only need to rent during summer months and leave their property vacant during "off-seasons" - but still leaving local residents without housing).

Fourth. Code enforcement came up. When asked Chief Peters stated that he only recalled complaints regarding parking and no other issues or concerns. Members of the public cited garbage and unlicensed STRs. (We're well aware of parking issues, having called at least once on Wildcat Drive ourselves). The larger issue for us regarding the reporting of complaints is public knowledge/awareness and accessibility to the City. Is parking or garbage pick-up/disposal a "nuisance" and therefore a City staff (and who) issue or a law

enforcement issue? Where do people call? Is it a 911 call and if not, how does the average resident know to call especially if you don't know if you're in the city or county?

Item No. 14.

Living along Wildcat Drive with 4 approved STRs we hear neighbors talking and generally complaining constantly but they are either afraid to call (for fear of being found out) or don't know who to call or don't feel they will be listened to. Too often we hear "they won't do anything any way." Simply because residents are not reporting does not mean "minor" violations are not occurring and that local resident homeowners are not frustrated with out-of-town, absentee landlords making money off their quiet residential block.

Lastly, we'd appreciate it if you could add the City Manager's notes/slides and the City Attorney's paper to the "record" of the meeting and post it on the website. Another great addition would be to videotape every Council meeting and store it on the City's website so that all residents can learn more about city affairs at the leisure of their time and home.

Anyway, thanks for taking the time to consider the purpose and role of the City in this important community topic.

Sincerely, Patrick and Connie Malone

	Jan	Feb	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec.	Calls YTD 2	2024	
calls	44												44		
Weeks	18												18	40.91%	
Peterson	16												16	36.36%	
Smith, R.	18												18	40.91%	
Thomas	17												17	38.64%	
Ross	3												3	6.82%	
Kemppainen	1												1	2.27%	
Loughery	8												8	18.18%	
Shanks	1												1	2.27%	
Perkins	3												3	6.82%	
Smith, K.	0												0	0.00%	
Arnold	3												3	6.82%	
Woodruff	13												13	29.55%	
Vanhaverbeke	0												0	0.00%	
Bates	0												0	0.00%	
Stuhler	5												5	11.36%	
Schrader	5												5	11.36%	
Willcut	12												12	27.27%	
Grogan	32												32	72.73%	
O'Brien	16												16	36.36%	
Dickerson	7												7	15.91%	
Butts	1												1	2.27%	
Hogan	16												16	36.36%	
Dolph	9												9	20.45%	
Kehl, S	9												9	20.45%	
Kehl, M	4												4	9.09%	
Ryan	0												0	0.00%	
Vessels	28												28	63.64%	
			#1 month		#2 month					2023 #1			Department Average:	10.32	23.46%

	Jan	Feb	March	April	May	June	July	August	Sept.	Oct.	Nov.	Dec.	Calls YTD 2	2023
Total calls	44												44	
Rural	24												24	54.55%
City	20												20	45.45%
Mutual Aid Received	0												0	0.00%
Mutual Aid Given	4												4	9.09%
Medical & MVA	14												14	31.82%

Columbia Falls Fire Department Incident Breakdown

Item No. 15.

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