



**City Commission Meeting Agenda
2 Park Drive South, Great Falls, MT
Commission Chambers, Civic Center
January 03, 2023
7:00 PM**

The agenda packet material is available on the City's website: <https://greatfallsmt.net/meetings>. The Public may view and listen to the meeting on government access channel City-190, cable channel 190; or online at <https://greatfallsmt.net/livestream>.

Public participation is welcome in the following ways:

- Attend in person.
- Provide public comments in writing by 12:00 PM the day of the meeting: Mail to City Clerk, PO Box 5021, Great Falls, MT 59403, or via email to: commission@greatfallsmt.net. Include the agenda item or agenda item number in the subject line, and include the name of the commenter and either an address or whether the commenter is a city resident. Written communication received by that time will be shared with the City Commission and appropriate City staff for consideration during the agenda item and before final vote on the matter; and, will be so noted in the official record of the meeting.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL / STAFF INTRODUCTIONS

AGENDA APPROVAL

CONFLICT DISCLOSURE / EX PARTE COMMUNICATIONS

MILITARY UPDATES

1. Miscellaneous Reports and announcements from Malmstrom Air Force Base.

PETITIONS AND COMMUNICATIONS

2. Miscellaneous reports and announcements.

(Public comment on any matter that is not on the agenda of the meeting and that is within the jurisdiction of the City Commission. Please keep your remarks to a maximum of 3 minutes. When at the podium, state your name and either your address or whether you are a city resident for the record.)

NEIGHBORHOOD COUNCILS

3. Miscellaneous reports and announcements from Neighborhood Councils.

BOARDS AND COMMISSIONS

4. Appointment to the Housing Authority Board of Commissioners.
5. Miscellaneous reports and announcements from Boards and Commissions.

CITY MANAGER

6. Miscellaneous reports and announcements from City Manager.

CONSENT AGENDA

The Consent Agenda is made up of routine day-to-day items that require Commission action. Items may be pulled from the Consent Agenda for separate discussion/vote by any Commissioner.

- [7.](#) Minutes, December 20, 2022, City Commission Meeting.
- [8.](#) Total Expenditures of \$7,512,630 for the period of December 1, 2022 through December 21, 2022, to include claims over \$25,000, in the amount of \$6,768,654.
- [9.](#) Contracts List.
- [10.](#) Grants List.
- [11.](#) Approve the Community Based Policing Agreement with the Great Falls Housing Authority and authorize the City Manager to sign the Agreement.

Action: Approve Consent Agenda as presented or remove items for separate discussion and/or vote by any Commission member. After motion is made, Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

PUBLIC HEARINGS

- [12.](#) Sunshine Village (Senior) and Broadview Manor East and West (Family) Affordable Housing Proposal. *Action: Conduct a public needs hearing. No other formal action required. (Presented by Kassy Buss)*
- [13.](#) Request from Metropolitan LLC to use Downtown Urban Renewal District Tax Increment Financing (TIF) funds for costs associated with fire suppression at 313-315 Central Avenue. *Action: Conduct a public hearing and approve or deny request. (Presented by Craig Raymond)*
- [14.](#) A Child's World, LLC Lease Agreement. *Action: Conduct a public hearing and approve or deny a lease agreement of City owned property located in the Community Recreation Center. (Presented by Steve Herrig)*

OLD BUSINESS

NEW BUSINESS

ORDINANCES / RESOLUTIONS

CITY COMMISSION

- [15.](#) Appointments, Great Falls Citizen's Council.
16. Miscellaneous reports and announcements from the City Commission.
17. Commission Initiatives.
18. Legislative Initiatives.

ADJOURNMENT

(Please exit the chambers as quickly as possible. Chamber doors will be closed 5 minutes after adjournment of the meeting.)

Assistive listening devices are available for the hard of hearing, please arrive a few minutes early for set up, or contact the City Clerk's Office in advance at 455-8451. Wi-Fi is available during the meetings for viewing of the online meeting documents.

Commission meetings are televised on cable channel 190 and streamed live at <https://greatfallsmt.net>. City Commission meetings are re-aired on cable channel 190 the following Wednesday morning at 10 am, and the following Tuesday evening at 7 pm.



Commission Meeting Date: January 3, 2023
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: Appointment to the Housing Authority Board of Commissioners

From: City Manager’s Office

Initiated By: Great Falls Housing Authority

Presented By: City Commission

Action Requested: Appoint Jennifer Jurak to the Great Falls Housing Authority Board of Commissioners for the remainder of a two-year term through June 30, 2024.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (appoint/not appoint) Jennifer Jurak to the Great Falls Housing Authority Board of Commissioners for the remainder of a two-year term through June 30, 2024.”

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Board Recommendation: The Board met on December 15, 2022 and recommended that the City Commission appoint Ms. Jurak to the Great Falls Housing Authority Board of Commissioners for the remainder of a two-year term through June 30, 2024.

Summary: Terri Sullivan was appointed as one of the Tenant Members on July 5, 2017 and has served several terms with her most recent term expiring on June 30, 2022. Ms. Sullivan stepped down from the Board as of that date. Staff has been advertising to fill this vacancy. An application was received from Ms. Jurak on November 2, 2022. Ms. Jurak is a tenant within the Chowen Springs Loop complex therefore is eligible to serve as a Tenant Member.

Background: The Great Falls Housing Authority Board consists of seven commissioners appointed by the City Commission. Two commissioners must be residents of the Housing Authority properties. The Board is an independent authority responsible for setting policy for the operation and management of public housing properties, HUD Section 8 program and other affordable housing programs. The Board also serves as the loan committee for the City’s Housing Rehabilitation Program. The Board is also responsible for providing safe, decent, sanitary, and affordable housing for the community’s low-income residents. Tenant terms are two years and regular members are five years.

Continuing Commissioners of this board are:

David Fink	7/17/18 – 6/30/23
Megan Bailly	7/16/19 – 6/30/24

Rosalie Kiernan	5/19/20 – 6/30/25
Doug Spence	5/19/20 – 6/30/26
Rodney Blake	4/6/21 – 6/30/27
Lyle. W. LaPree	3/16/21 – 6/30/24 (Tenant Member)
Terri Sullivan	7/5/17 – 6/30/22 (Tenant Member) Resigned

Citizen interested in serving as a Tenant Member: Jennifer Jurak

Alternatives: The City Commission could direct staff to advertise for other citizen interest.

Concurrences: Great Falls Housing Authority Board of Commissioners met on December 15, 2022 and recommended appointment.

Attachments/Exhibits:

Application from Jennifer Jurak



BOARDS AND COMMISSIONS
CITIZEN INTEREST FORM
(PLEASE PRINT OR TYPE)

Thank you for your interest. Citizen volunteers are regularly appointed to the various boards and commissions. This application subject to Montana Right to Know laws.

Board/Commission Applying For: Tenant Comm.		Date of Application: 11-2-22	
Name: Jennifer Jurak			
Home Address: 1544 CSL		Email address: Kyleesmamabear@gmail.com	
Home Phone: —	Work Phone: —	Cell Phone: 701-310-5162	
Occupation: cosmetologist		Employer: student / MT Acad Salons	
Would your work schedule conflict with meeting dates? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> (If yes, please explain)			
Related experiences or background: consultant for many facets of business operations, served in many clubs in leadership positions			
Educational Background: Assoc. DE working towards associate of applied science as well as cosmetology certificate			
IF NECESSARY, ATTACH A SEPARATE SHEET FOR YOUR ANSWERS TO THE FOLLOWING:			
Previous and current service activities: PreK @ Victory Church Volunteer at Lincoln School			
Previous and current public experience (elective or appointive): 4H, FFA, Student council			
Membership in other community organizations: n/a at this time			

Have you ever worked for or are you currently working for the City of Great Falls? Yes No If yes, where and when?

Do you have any relatives working or serving in any official capacity for the City of Great Falls? Yes No If yes, who, which department, and relationship?

Have you ever served on a City or County board? Yes No If yes, what board and when did you serve?

Are you currently serving on a Board? Yes No If yes, which board?

Please describe your interest in serving on this board/commission?
You can't expect to complain without getting educated and trying to be part of the solution; complaining is productive, helping is.

Please describe your experience and/or background which you believe qualifies you for service on this board/commission?
Extensive mgmt experience, can relate to most people, proactive and solution focused,

Additional comments:

Signature *Jennifer Jarak*

Date: *11-2-22*

If you are not selected for the current opening, your application may be kept active for up to one year by contacting the City Manager's office. Should a board/commission vacancy occur within 30 days from the last City Commission appointment, a replacement member may be selected from citizen interest forms submitted from the last advertisement. For more information, contact the City Manager's office at 455-8450.

Return this form to:
City Manager's Office
P.O. Box 5021
Great Falls, MT 59403

Fax:
(406) 727-0005

Email:
kartis@greatfallsmt.net

**JOURNAL OF COMMISSION PROCEEDINGS
December 20, 2022**

Regular City Commission Meeting

Mayor Kelly presiding
Commission Chambers Room 206

CALL TO ORDER: 7:00 PM

PLEDGE OF ALLEGIANCE

ROLL CALL/STAFF INTRODUCTIONS: City Commission members present: Bob Kelly, Eric Hinebauch, Joe McKenney, Rick Tryon and Susan Wolff. Also present were City Manager Greg Doyon and Deputy City Manager Chuck Anderson; Public Works Director Chris Gaub; ARPA Project Manager Sylvia Tarman; Planning and Community Development Director Craig Raymond; Finance Director Melissa Kinzler; City Attorney David Dennis; Police Chief Jeff Newton; and City Clerk Lisa Kunz.

AGENDA APPROVAL: There were no proposed changes to the agenda by the City Manager or City Commission. The agenda was approved as presented.

CONFLICT DISCLOSURE/EX PARTE COMMUNICATIONS: None.

1. PETITIONS AND COMMUNICATIONS

None.

NEIGHBORHOOD COUNCILS

2. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

BOARDS AND COMMISSIONS

3. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

None.

CITY MANAGER

4. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

City Manager Greg Doyon reported the following:

- The Governor’s Office notified the City of being awarded a Tourism Grant from the Department of Commerce to assist with completion of certain elements of the new Recreation and Indoor Pool Facility in the amount of \$200,000. There is a fund raising effort underway to address other needs in the facility.
- Dan Lawson was hired as a new police officer, and brings with him 12 years of prior law enforcement experience. Planning and Community Development Planner Alaina Mattimiro resigned to pursue elementary education. Public Works Street and Traffic Manager Kenny Jorgensen and Park and Recreation Deputy Director Patty Rearden

JOURNAL OF COMMISSION PROCEEDINGS
December 20, 2022

announced their retirements. All were thanked for their years of service to the City and citizens of Great Falls.

Mayor Kelly noted that the \$200,000 grant was the result of the City's hired firm, Bannock Group, and Chase Rose's coordination with a committee.

CONSENT AGENDA.

5. Minutes, December 6, 2022, City Commission Meeting.
6. Total Expenditures of \$3,196,747 for the period of November 18, 2022 through December 7, 2022, to include claims over \$25,000, in the amount of \$2,744,965.
7. Contracts List.
8. Grants List.
9. Approve the final payment for the Valeria Way Storm Drain Phase 2, in the amount of \$79,958.04 to Western Municipal Construction, Inc., and \$807.66 to the State Miscellaneous Tax Fund and authorize making the payments. **OF 1463.1**
10. Set a public hearing for January 3, 2023 to consider a lease agreement of City owned property located in the Community Recreation Center with A Child's World, LLC.
11. Set a public hearing for January 17, 2023 on Resolution 10480, A request from Brian Miller for a Conditional Use Permit for a "Two-family residence" land use upon the property located at the corner of 6th Avenue South and 20th Street South, legally described as Lot 8, Block 9, Huy Addition, Section 7.
12. Set a public hearing for January 17, 2023 on Resolution 10486, West Bank Tax Increment Financing funding application for infrastructure build out to serve West Bank Landing North Phase, Lots 4B, 5, and 6B.

Commissioner Tryon moved, seconded by Commissioners Hinebauch and Wolff, that the City Commission approve the Consent Agenda as presented.

Mayor Kelly asked if there were any comments from the public or discussion amongst the Commissioners. Hearing none, Mayor Kelly called for the vote.

Motion carried 5-0.

PUBLIC HEARINGS

OLD BUSINESS

NEW BUSINESS

13. **ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR) AND AUDIT REPORT, FISCAL YEAR 2022.**

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Finance Director Melissa Kinzler reported that the City's Audit Committee met on December 7, 2022. Members of the Audit Committee received a copy of the Draft FY 2022 ACFR and the Draft Independent Auditor's report. Anderson ZurMuehlen explained the Required Client Communication Letter to the audit committee. There were no current year recommendations and no prior recommendations with the Required Client Communication Letter.

This is the first year of a three-year audit contract with Anderson ZurMuehlen & Co., P.C. The audit contract is between Anderson ZurMuehlen & Co., P.C., the City of Great Falls, and the Montana Department of Administration, Local Government Services Bureau.

Sarah Stanger, Anderson ZurMuehlen & Co., P.C., reported that the audit engagement has two parts: audit of the City's financial statements and a separate agreed upon procedures engagement over the City's building code program. Ms. Stanger reported that the ACFR is necessary to obtain the Government Finance Officers Association's (GFOA) Certificate of Achievement, and she noted that the City has been awarded the Certificate of Achievement for Excellence in Financial Reporting every year since 1994.

She discussed the four sections of the ACFR: Introductory, Financial, Statistical, and Single Audit.

Ms. Stanger concluded that Anderson ZurMuehlen issued a clean audit opinion, and there were no findings, comments or recommendations made. There was one new governmental accounting standard board statement that had an effect this year, GASB 87, on leases that required some additional reporting and disclosure in situations where the City was a lessee or lessor. The federal programs that were tested were CDBG and ARPA.

Effective January 1, 2023, Anderson ZurMuehlen is merging with and changing its name to Pinion.

Commissioner Wolff moved, seconded by Commissioner McKenney, that the City Commission accept the Fiscal Year 2022 Annual Comprehensive Financial Report (ACFR), the Required Client Communication Letter and the City's response to the Required Client Communication Letter; and authorize staff to submit the related reports to other government agencies and financial institutions as necessary.

Mayor Kelly asked if there were any comments from the public. Hearing none, Mayor Kelly asked if there was any discussion amongst the Commissioners.

Commissioner Wolff expressed appreciation to City staff and the work of Anderson ZurMuehlen in making sure that all of the details are looked at to ensure the City's finances are in good shape.

Commissioner McKenney noted he is on the Audit Committee, and highlighted that Anderson ZurMuehlen reported no deficiencies, and no difficulties or disagreements with management.

There being no further discussion, Mayor Kelly called for the vote.

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Motion carried 5-0.

14 IT INFRASTRUCTURE INSTALLATION: CIVIC CENTER HR REMODEL PROJECT.
[OF 1750.1]

- I. IT Infrastructure Installation Costs from Central Technologies.**
- II. IT Infrastructure Installation Costs from High Point Networks.**

ARPA Project Manager Sylvia Tarman reported that the HR remodel project was identified as a Tier 1 ARPA project by the City Commission at the April 5, 2022 meeting. The project went to bid in May of 2022, and the Commission approved award of a construction contract with Wadsworth Builders Company in the amount of \$626,500 in July of 2022.

IT installation costs were not included in Wadsworth's contract, as the IT department utilizes certain equipment and contractors to complete IT infrastructure installations within the Civic Center, and integrate the new installations into the existing IT system, in order to ensure continuity in the overall system. Wadsworth has now completed the necessary demolition and framing for the new office layout to enable the IT infrastructure to be completed at this time.

After reviewing the current configuration of the existing IT cabling and the need for additional lines throughout the new office layout, members of the IT department and Central Technologies worked together to determine that the most prudent solution would be to install a new network switch with fiber connections. This solution will optimize the current data feeds and provide room for future capacity.

Central Technologies has provided a quote in the amount of \$15,795 for necessary cabling, wall mount rack, and to complete the installation of those items. The IT department obtained a quote from High Point Networks in the amount of \$6,011.48 to provide a new network switch and accompanying equipment for installation and integration by Central Technologies.

These contracts will satisfy the IT infrastructure needs for the new office layout for the HR remodel project, as well as provide options for future capacity.

Commissioner Wolff moved, seconded by Commissioner Hinebauch, that the City Commission approve IT infrastructure installation costs from Central Technologies, in the amount of \$15,795, utilizing American Rescue Plan Act funds, and authorize the City Manager to execute contract documents; and, approve IT infrastructure installation costs from High Point Networks, in the amount of \$6,011.48, utilizing American Rescue Plan Act funds, and authorize the City Manager to execute contract documents.

Mayor Kelly asked if there were any comments from the public. Hearing none, Mayor Kelly asked if there was any discussion amongst the Commissioners.

Commissioner Tryon noted Central Technologies was based in Hamilton. He inquired about the other contractor and if staff attempted to find local contractors.

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Deputy City Manager Chuck Anderson responded that High Point Networks is out of North Dakota. The City has had success with High Point in purchasing network switches to standardize all of the network switches across the enterprise. Central Technologies has done a lot of cabling throughout the Civic Center, including the Finance remodel project last year, and is familiar with the building layout.

There being no further discussion, Mayor Kelly called for the vote.

Motion carried 5-0.

15. CHANGE ORDER #2: CIVIC CENTER HR REMODEL PROJECT [OF 1750.1].

ARPA Project Manager Sylvia Tarman reported that, as prefaced at the November 15th Commission meeting, Cushing Terrell identified possible cost and time saving measures to include updated HVAC service in the HR Office, City Manager's Office, and the Prosecutor's Office on the 1st floor, under the scope and timeline of the HR remodel project, effectively removing scope from the upcoming Civic Center HVAC project. Given the location of the needed upgrades, it is prudent to undertake these upgrades in conjunction with the ongoing HR remodel in order to mitigate some of the installation costs.

This change order encompasses the HVAC units needed for the roof; revised ductwork, VRV units, and lighting in the Prosecutor's Office; as well as additional soffit work in the east and west stairwells on the 1st floor. Doing this work now saves the City money in design costs, contractor mobilization, and potential equipment costs due to inflation. This will also help mitigate some of the disruption of daily activities around the Civic Center by not having to mobilize a contractor twice, and who are well primed to complete the work in a more expeditious manner because all the equipment and personnel will already be onsite.

This work does have the potential to be affected, if changes to the Prosecutor's Office are necessitated by any upcoming work on the Court remodel project. She also noted that the date of substantial completion on Change Order #2 has been updated to incorporate the additional work in the Prosecutor's Office. However, Wadsworth is still planning to have the main portion of the HR Office completed and staff back into the new HR offices in late March/early April.

Additionally, this Change Order is accounting for some unknown conditions identified during the course of construction, as well as some updates to enhance the overall design and feel of the finished product. Once demolition was completed and interior walls were opened up, the contractor identified plumbing and flooring issues that needed to be addressed/fixed, as well as electrical chases that needed to be removed or reused. The contractor and City staff also identified door and window changes that are recommended to match the existing doorways and remove unnecessary hardware, which results in some small credits. Lighting changes are also recommended in the planned vault office, as there is space in the floor joists to use recessed LED panels rather than surface mount panels, to give more head room in that office, due to the already low ceiling. These changes will provide a more cohesive design and a more appealing finished product.

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While this change order is substantial, it encompasses a considerable change in scope, designed to capitalize on work that is already underway, and save time, money, and disruption in daily activities. She concluded that this Change Order would complete necessary HVAC upgrades in the Prosecutor's Office, as well as accounting for unknown conditions identified during construction.

Commissioner Hinebauch moved, seconded by Commissioner Wolff, that the City Commission approve Change Order #2 in the amount of \$164,597.53 and increase the total contract amount to \$814,530.08, utilizing American Rescue Plan Act funds, and authorize the City Manager to execute contract documents.

Mayor Kelly asked if there were any comments from the public. Hearing none, Mayor Kelly asked if there was any discussion amongst the Commissioners.

City Manager Greg Doyon added that there has been some conversations about space utilization in the building, primarily with Court. He has suspended two interrelated projects. An architect has been retained to look at renovating the basement for Court, rather than purchasing outside space, due to the current cost element. There is a concept design for consideration of the Missouri Room for Court utilization. Attaching Court to the Evidence Building is not recommended, primarily for security purposes. He has suggested that the Court project be capped at \$3.5 million, and not tapping into any more of the CARES funds until the Commission gets well into the budget cycle for next year, because of these issues that keep popping up.

As they continue to navigate decisions about space, he asked the Commission to keep in mind that staff is trying to minimize the change orders involved in cookie cutting the space in the building. If outside space is not contemplated, or the City does not have the money to seek outside space, he is not sure what else there is to do.

Commissioner Tryon commented that \$164,000 is a lot of money for a change order. But, he appreciates the explanation and justification for saving money in the long run.

There being no further discussion, Mayor Kelly called for the vote.

Motion carried 5-0.

ORDINANCES/RESOLUTIONS

CITY COMMISSION

16. MISCELLANEOUS REPORTS AND ANNOUNCEMENTS.

On behalf of the Commission, Mayor Kelly wished everyone a happy and safe holiday season.

Commissioner Wolff complimented everyone that worked on getting the Delta flights to Minneapolis back to Great Falls beginning in February.

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17. **COMMISSION INITIATIVES.**

None.

ADJOURNMENT

There being no further business to come before the Commission, **Commissioner Tryon moved, seconded by Mayor Kelly, to adjourn the regular meeting of December 20, 2022, at 7:35 pm.**

Motion carried 5-0.

Mayor Bob Kelly

City Clerk Lisa Kunz

Minutes Approved: January 3, 2023

DRAFT



Commission Meeting Date: January 3, 2023
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

ITEM: \$25,000 Report
 Invoices and Claims in Excess of \$25,000

PRESENTED BY: Finance Director

ACTION REQUESTED: Approval with Consent Agenda

LISTING OF ALL ACCOUNTS PAYABLE CHECKS ISSUED AVAILABLE ONLINE AT
<http://greatfallsmt.net/finance/checkregister>

TOTAL CHECKS ISSUED AND WIRE TRANSFERS MADE ARE NOTED BELOW WITH AN ITEMIZED LISTING OF ALL TRANSACTIONS GREATER THAN \$25,000:

ACCOUNTS PAYABLE CHECK RUNS FROM NEW WORLD	DEC 10, 2022-DEC 21, 2022	700,064.12
ACCOUNTS PAYABLE CHECK RUNS FROM MUNIS	DEC 8, 2022-DEC 21, 2022	6,789,579.08
MUNICIPAL COURT ACCOUNT CHECK RUN FOR	DEC 1, 2022-DEC 15, 2022	11,636.82
MISC WIRES	DEC 6,2022 - DEC 7,2022	11,350.40
TOTAL: \$		<u><u>7,512,630.42</u></u>

SPECIAL REVENUE FUND

AMERICAN RESCUE PLAN

CTA ARCHITECTS ENGINEERS	ARPA FUNDS FIRE STATION REMODELS OCT22	34,482.38
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SUPPORT & INNOVATION

GREAT FALLS BUSINESS IMPROVEMENT DISTRICT	NOV 2022 BID TAX ASSESSMENT	109,545.96
GREAT FALLS TOURISM BUSINESS IMPROVEMENT DISTRICT	NOV 2022 TBID ASSESSMENT DISTRIBUTION	212,609.00

GAS TAX BaRSAA

UNITED MATERIALS OF GREAT FALLS, INC.	OF 1432.2 SW SIDE STREET RECONSTRUCTION/PMNT 4 (SPLIT AMONG FUNDS)	73,824.90
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STREET DISTRICT

UNITED MATERIALS OF GREAT FALLS, INC.	OF 1432.2 SW SIDE STREET RECONSTRUCTION/PMNT 4 (SPLIT AMONG FUNDS)	3,885.52
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CAPITAL PROJECTS

DOWNTOWN TID CAPITAL PROJECTS

TALISMAN CONSTRUCTION SERVICES	CIVIC CENTER FAÇADE	82,230.74
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ENTERPRISE FUNDS

WATER

PROSPECT CONSTRUCTION INC	OF 1637.6 WTP FILTERS PH2/PMNT 5	798,954.75
PROSPECT CONSTRUCTION INC	OF 1637.6 WTP FILTERS PH2/PMNT 6	798,954.76
PROSPECT CONSTRUCTION INC	OF 1637.6 WTP FILTERS PH2/PMNT 7	889,983.38
RDO EQUIPMENT CO - GREAT FALLS	2022 JOHN DEERE 135G EXCAVATOR	206,230.00
GERANIOS ENTERPRISES INC.	OF 1432.4 SW SIDE WMR PHASE III/PMT 3	224,995.58
GERANIOS ENTERPRISES INC.	OF 1432.4 SW SIDE WMR PHASE III/PMT 4	125,664.20

SEWER

SWS EQUIPMENT INC	2022 HPR ECO JET CLEANER BODY	203,303.17
TD&H ENGINEERING	2022 RAM/VACJET TRLR OF 1758.1 LIFT STATION #1 REPAIRS & SUP/PMNT 10	240,783.30
PEC INC PLANNED AND ENGINEERED CONSTRUCTION INC	OF 1675.6 SN SW TRENCHLESS REHAB PHASE 24/PMT 1	296,511.90
SLETTEN CONSTRUCTION COMPANY	OF 1731.3 WWTP CLARIFIER REHAB/PMNT 2	532,087.87
SLETTEN CONSTRUCTION COMPANY	OF 1731.3 WWTP CLARIFIER REHAB/PMNT 1	532,087.88

PARKING

STANDARD PARKING CORPORATION	PARKING CONTRACT AUG 2022	65,503.16
STANDARD PARKING CORPORATION	PARKING CONTRACT NOV 2022	38,455.28

INTERNAL SERVICES FUND

HEALTH & BENEFITS

HEALTH CARE SERVICE CORPORATION	BCBS HEALTHCARE NOV 2022	623,783.30
SUNLIFE FINANCIAL	SUNLIFE DENTAL & VISION NOV 2022	44,760.96

TRUST AND AGENCY

PAYROLL CLEARING

STATE TREASURER	MONTANA TAXES	49,009.00
ICMA RETIREMENT TRUST	EMPLOYEE CONTRIBUTIONS	27,094.88
FIREFIGHTER RETIREMENT	FIREFIGHTER RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	52,730.14
STATEWIDE POLICE RESERVE FUND	POLICE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	72,064.44
PUBLIC EMPLOYEE RETIREMENT	PUBLIC EMPLOYEE RETIREMENT EMPLOYEE & EMPLOYER CONTRIBUTIONS	137,495.32
US BANK	FEDERAL TAXES, FICA & MEDICARE	212,957.53
MONTANA OE - CI TRUST FUND	EMPLOYEE CONTRIBUTIONS	26,287.48
NATIONWIDE RETIREMENT SOLUTIONS	EMPLOYEE CONTRIBUTIONS	52,377.71

CLAIMS OVER \$25000 TOTAL: \$ 6,768,654.49

**CITY OF GREAT FALLS, MONTANA
COMMUNICATION TO THE CITY COMMISSION**

DATE: January 3, 2023

ITEM: CONTRACTS LIST
Itemized listing of administratively approved contracts.
(Listed contracts are available for inspection in the City Clerk’s Office.)

PRESENTED BY: Lisa Kunz, City Clerk
ACTION REQUESTED: Ratification of Contracts through the Consent Agenda
MAYOR’ S SIGNATURE: _____

CONTRACTS LIST

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	AMOUNT	PURPOSE
A	Planning & Community Development	Alliance for Youth	01/2023 – 06/30/2024	\$74,600	2022/2023 Community Development Block Grant Agreement to provide meals, transportation, substance abuse and suicide prevention services to youth that are homeless, at risk of homelessness, and/or have experienced child abuse.
B	Information Technology	Century Link Communications, LLC d/b/a Lumen Technologies Group	01/2023 – 12/2025	\$9,900 3-year contract total	Ratification of Service Order Document No. DOC-0001161580 for physical circuit for phones to external numbers
C	Information Technology	Century Link Communications, LLC d/b/a Lumen Technologies Group	01/2023 – 12/2025	\$32,574.24 3-year contract total	Ratification of Order No. Q-01303065 for IQ-SIP Trunk system inclusive of seat band sessions, enterprise session and enhanced 911 service (virtual circuit to support multiple external concurrent connections)

D	Public Works – Water Plant	Kustom City Fiberglass	01/03/2023 – 06/20/2023	\$45,800	Public Works Non-Construction Services Agreement to prep steel surface and install fiberglass to chemical alum storage tank #2
E	Public Works	Tolan Distributing, Inc.	02/01/2023 – 01/31/2026	Same price index as originally quoted and approved in 2020 [\$16,323.80 estimate per year]	Amendment No. 1 to 2020 Lubricants Agreement extends the term an additional three years as provided for in the original agreement approved by the Commission [012120.9D]

CITY OF GREAT FALLS, MONTANA

COMMUNICATION TO THE CITY COMMISSION

DATE: January 3, 2023

ITEM: GRANTS LIST
 Itemizing grants not otherwise approved or ratified by City Commission Action
 (Listed grants are available for inspection in the City Clerk’s Office.)

PRESENTED BY: Lisa Kunz, City Clerk

ACTION REQUESTED: Ratification of Grants through the Consent Agenda

MAYOR’S SIGNATURE: _____

GRANTS

	DEPARTMENT	OTHER PARTY (PERSON OR ENTITY)	PERIOD	GRANT AMOUNT REQUESTED	MATCH	PURPOSE
A	Planning & Community Development	Montana History Foundation	04/2023 – 06/2024	\$1,908	\$1,478 [in-kind PCD services]	2023 Montana History Foundation Grant Program Application to reprint historic walking tour brochures and develop a new brochure for the Fairground historic district



Commission Meeting Date: January 3, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Great Falls Housing Authority Contract 2023

From: Great Falls Police Department

Initiated By: Captain Doug Otto

Presented By: Chief Jeff Newton

Action Requested: City Commission accept the terms of the agreement and authorize the City Manager to sign the agreement

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) the Community Based Policing Agreement with the Great Falls Housing Authority and authorize the City Manager to sign the Agreement.”

2. Mayor requests a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation: Staff recommends that the City Commission accept the terms of the agreement and authorize the City Manager to sign the agreement.

Summary: City Commission accept the terms of the agreement and authorize the City Manager to sign the agreement.

Background: The Great Falls Police Department and the Great Falls Housing Authority have had a partnership Community Based Policing Agreement in place since the late 1980’s. The Great Falls Housing Authority funds one dedicated officer for the purpose of enforcement and investigation in the Great Falls Housing Authority projects. This officer also facilitates the Housing Youth Activity Center (HYAC) at the main housing complex. This officer handle calls during their designated shift. Before or after shift, calls continue to be answered by the patrol officers. With the Housing Authority office on site, it does alleviate a substantial number of calls that Patrol would have to respond to and resolve. Historically, call loads were high until the Housing Authority Officer was established.

The Great Falls Housing Authority provides office space at the main complex for the officer.

Fiscal Impact: The City of Great Falls would receive \$108,847.00 (\$54,423.50 for 6 months per contract) to cover the officer’s salary and benefits from the Great Falls Housing Authority. The Contract shall commence on January 1, 2023 and end on June 30, 2023 with an automatic six month renewal based on the GFPPA negotiated contract wage with the City of Great Falls.

Alternatives: Discontinue the officer's presence in the Housing Authority projects and reassign.

Concurrences: The Community Based Policing Agreement has been approved by the Housing Authority Board.

Attachments/Exhibits:

Great Falls Housing Authority Contract 2023

**GREAT FALLS POLICE DEPARTMENT
AND
GREAT FALLS HOUSING AUTHORITY
COMMUNITY BASED POLICING AGREEMENT**

This contract is entered into this 1st day of January, 2023, by and between the City of Great Falls, hereinafter referred to as "City," and the Great Falls Housing Authority.

In receipt of the mutual covenants and agreements herein contained, the parties agree as follows:

1. The City shall provide personnel and other resources in a Community Policing role at the Great Falls Housing Authority projects. One dedicated officer, excluding contractual time/training time off, shall be provided for the purpose of enforcement and investigations in the Great Falls Housing Authority projects. If the assigned officer or a temporary replacement is not available to the GFHA for longer than 40 hours in each six month agreement period, the GFHA payment will be waived for the period of time that an officer was not available. Payment will resume when an officer becomes available to the GFHA.
2. The Great Falls Housing Authority shall pay the City \$54,423.50 which would include the Officers salary and benefits. Payment shall be made on a monthly basis in the amount of \$9,070.58.
3. The City shall keep detailed records regarding the date and time of contacts exclusive of investigating records. The Great Falls Housing Authority may inspect these records at all reasonable times and these records shall be available for photocopying at no additional fee.
4. Indemnification – The City assumes full responsibility for the officer's performance. The City shall indemnify the Great Falls Housing Authority against, and hold the Housing Authority harmless from, any liability costs, damages, claims or causes of action which may arise as a result of performance by the City of its responsibilities under the terms of this agreement; provided, however, that the City, its Officers and employees shall not assume any liability for acts of the Great Falls Housing Authority, or any of its Officers or agents subject to limitation of MCA 2-9-108.
5. **This Agreement shall commence January 1, 2023 and end June 30, 2023 with an automatic six month renewal based on the GFPPA negotiated contract wage with the City of Great Falls. The GFHA agrees to pay the salary and benefits increase, if any, retroactive to July 1, 2023 based on the GFPPA negotiated contract wage.**

In Witness Whereof, the parties hereto have caused this agreement to be executed the day and year first herein above written.

CITY OF GREAT FALLS

GREAT FALLS HOUSING AUTHORITY

Gregory T. Doyon, City Manager



Greg Sukut, Executive Director

ATTEST:



Jeff Newton, Chief of Police

Lisa Kunz, City Clerk

(Seal of the City)

APPROVED FOR LEGAL CONTENT:

David Dennis, City Attorney

Jan- June 2023 Budget Year

Housing Officer: Torres, Frank-Total = Wages are \$91,111.00 for a total of \$108,847.00

ITEM	TYPE	AMOUNT
SALARIES & HRLY	EARNINGS	\$81,715.00
HEALTH INSURANCE	BENEFIT	\$282.00
HEALTH INSURANCE	EARNINGS	\$9,396.00
UNEMPLOYMENT INS	TAX	\$410.00
WORKERS COMPENSATION	WORKERS COMPENSATION	\$2,843.00
MEDICARE	TAX	\$1,185
POLICE PENSION	BENEFIT	\$13,016.00
	TOTAL	\$108,847.00



Commission Meeting Date: January 3, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Sunshine Village (Senior) and Broadview Manor East and West (Family) Affordable Housing Proposal Public Hearing

From: MT3 Community Partners, L.P., and Bjornson Jones Mungas PLLC

Initiated By: Kassy J. Buss, Bjornson Jones Mungas PLLC

Presented By: Kassy J. Buss, Bjornson Jones Mungas PLLC

Action Requested: Conduct Public Hearing

Suggested Motion:

1. Mayor conducts public hearing, pursuant to OCCGF 1.2.050 and Title 17, Chapter 16, Article 6.
 2. Mayor closes public hearing.
-

Staff Recommendation: Staff recommends the City Commission conduct the public hearing on whether Sunshine Village and Broadview Manor East and West meet a community housing need. Bjornson Jones Mungas PLLC has arranged for publication of the notice of the public hearing before the City Commission in the Great Falls Tribune on December 14, 2022, and December 28, 2022.

Summary: MT3 Community Partners, L.P., is applying for Low-Income Housing Tax Credits from the Montana Board of Housing (“LIHTCs”) to finance the preservation of Sunshine Village and Broadview Manor East and West as affordable housing and is planning to apply for the exemption from real property taxes available to qualifying low-income housing tax credit projects under Montana Code Annotated Section 15-6-221 in connection with the projects. As a part of the requirements related to such applications, MT3 Community Partners, L.P., is required to solicit public comment on whether the proposed qualifying low-income rental housing property meets a community housing need. This is the public’s opportunity to comment on the proposal.

Background: LIHTCs are a federal tax credit which serve as a financing source for rent and income restricted housing. They are a primary financing source for affordable multifamily homes in the United States. The Montana Board of Housing administers the LIHTC program in Montana.

Attachments/Exhibits: See attached project summary.



December 12, 2022

**RE: Sunshine Village (Senior); Broadview Manor East and West (Family)
Great Falls, Montana**

To All Interested Persons:

MT3 Community Partners, L.P., a Montana limited partnership, in partnership with FFAH V Great Falls, LLC, through its sole member Foundation for Affordable Housing V, Inc., a nonprofit corporation specializing in preservation and development of affordable housing, is planning to acquire and rehabilitate the following low-income rental housing complexes located at the following addresses in Great Falls, Montana:

<u>Project Name</u>	<u>Address</u>	<u>Number of units</u>
Sunshine Village	600 13 th Avenue S. Great Falls, MT 59405	62 (senior)
Broadview Manor (West)	710 & 714 4 th Avenue NW Great Falls, MT 59404	12 (multifamily)
Broadview Manor (East)	720 & 724 42A Street Great Falls, MT 59405	8 (multifamily)

The parties are seeking bond financing and a 4% low-income housing tax credit allocation from the Montana Board of Housing to acquire, rehabilitate and preserve the affordability of these properties, and are planning to apply for the exemption from real property taxes available to qualifying low-income housing tax credit projects under Montana Code Annotated Section 15-6-221. As part of the application process for low-income housing tax credits, and pursuant to the statutory requirements for this exemption, there must be an opportunity to comment on whether this low-income rental housing project meets a community housing need. No vote or action on behalf of the local agency is required in relation to this opportunity for public comment. Please see attached letter of intent narrative for additional project information.

Do not hesitate to contact me if you have any questions or if you need any further information. Thank you.

Very Truly Yours,
BJORNSON JONES MUNGAS, PLLC

Kassy J. Buss
406-721-8896
kassy@bjornsonlaw.com

Attachment



Letter of Intent Narrative

Date: October 19, 2022

Montana Board of Housing
PO Box 200528
Helena MT 59620-0528

RE: HC-LOI (Housing Credit - Letter of Intent) / 4% Non-Competitive

Dear Board of Housing:

This letter with attachments meets the requirements of the Qualified Allocation Plan as it relates to submission of a "Letter of Intent" and if invited will be eligible to submit a full application.

The project being submitted is as follows:

Name: Sunshine Village (Senior); Broadview Manor East and West (Family)
City: Great Falls
County: Cascade
Developer: Community Preservation Partners, LLC (CPP)
General Partner Owner: MT3 GP, LLC
Managing General Partner: FFAH V Great Falls, LLC
Management Company: FPI Management
HC Consultant: N/A
Project Type: Senior and Family
Set-aside: 40% of eligible units at 60% AMI

Project Description:

Sunshine Village ("Sunshine") is a 62-unit senior community and Broadview Manor East and West ("Broadview") is a 20-unit family community, both are located in Great Falls, MT. Neither property is currently in the LIHTC program but both benefit from a HUD project-based section 8 HAP contract covering 100% of the units. **Sunshine's contract expires September 30, 2023 and Broadview's expires October 31, 2023**, putting the properties at-risk of losing their affordability and converting to a market rate property, potentially displacing 62 seniors and 20 families. Sunshine consists of one two-story building with both one- and two-bedroom units. Broadview consists of two noncontiguous sites. Broadview East has two two-story buildings with a total of eight three-bedroom units. Broadview West has two three-story buildings consisting of six three-bedroom and six-four bedroom units. Both Sunshine and Broadview were built in 1979. Sunshine has a leasing office and community room. All locations provide laundry facilities and uncovered open parking.

CPP is seeking bond financing and a 4% tax credit award to acquire, rehabilitate and preserve the affordability of these properties. Because the existing affordability restrictions expire in less than 1-year, both Sunshine and Broadview are considered Preservation Projects, and to preserve the very low-income units and prevent displacement of the residents, CPP will be requesting a 20-year renewal of the expiring HAP contracts and encumbering the property with a new LURA to ensure affordability for a minimum of 50 years.

In addition to bonds and 4% tax credit equity, a new conventional loan, deferred developer fee and net operating income will be used to finance the project. The project will target tenants at 50% and 60% AMIs. Fifty percent or a minimum of 46-units will be restricted to 50% AMI as a property tax exemption will be provided for the property. If awarded, the applicant will be able to have permits issued and financing closed within 30 days of receiving the tax credit allocation, with the rehabilitation completing at the end of 2023.

Sunshine's single two-story building has two entrance points with elevator access at both entrances, units are accessed through an interior hallway. Broadview's building construction consists of two-and three-stories, with the first level consisting of basement style units at Broadview West. Units have either an exterior entry or an interior hallway entry. All floor levels are accessible by stairs only, and there are no elevators at the Broadview properties. Currently heating is provided by baseboard units and cooling is provided by window AC units at all property locations.

Post-rehabilitation units will include energy efficient upgrades, such as energy star rated refrigerators and stoves. New low VOC vinyl plank flooring will be installed, along with LED lighting fixtures, formaldehyde free cabinets and counters, low VOC paint and low flow plumbing fixtures. Exteriors will be updated with new energy rated windows, paint, and new siding. ADA path of travel to all common area facilities will be designated and the parking lots resurfaced. Any proposed landscape improvements will address water conservation.

Market conditions for both Sunshine and Broadview shows strong demand, and the PMA evidences a low average vacancy of 1.2% or less. The low-income properties currently are 98% leased or better and do not face lease up risk. Based on our market study, with an assumed 85% tenant retention rate post-rehabilitation, the overall capture rate is 1.1% or less.

CPP is an established preservation developer, actively promoting, preserving and assisting existing owners with recapitalizing and revitalizing their affordable housing portfolios since 2004. CPP has successfully acquired, developed, and rehabilitated over 13,000 units of affordable multifamily housing across the US, including Montana. FPI Management, formed in 1968, specializes in the management of affordable housing with a current portfolio of over 1,000 low-income properties including five in Montana. They have expertise and experience in addressing the complex eligibility and reporting requirements often associated with diverse financing of tax credit properties and project-based Section 8 transactions

The redevelopment plan for Sunshine and Broadview will include amenities focused on improving the resident's quality of life. The community space at Sunshine will be used to host social programming and encourage residents to gather which will create a stronger community. The community space will also provide a library to expand tenant resources for educational needs, while inspire positive interactions with their neighbors. Site-wide Wi-Fi will be provided to the residents free of charge, which is a valuable amenity that will also allow residents to further their education, help in searching for jobs, and expand their communication skills. Post-rehabilitation all sites will implement a smokefree policy and video surveillance will be installed.

If you have any questions please contact me at (949)246-6083 or kbuckland@cpp-housing.com.

Sincerely,

 Karen Buckland
 Vice President - Development



Commission Meeting Date: January 3, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Request from Metropolitan LLC to use Downtown Urban Renewal District Tax Increment Financing (TIF) funds for costs associated with fire suppression at 313-315 Central Avenue

From: Alaina Mattimiro, Planner II, Planning and Community Development

Initiated By: Metropolitan LLC

Presented By: Craig Raymond, Director, Planning and Community Development

Action Requested: Allocation of \$68,560 of TIF funds

Public Hearing:

1. Mayor conducts public hearing, pursuant to OCCGF 1.2.050 and Title 17, Chapter 16, Article 6.
2. Mayor closes public hearing and asks the will of the Commission.

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) Metropolitan LLC’s application for the expenditure of Downtown Urban Renewal District Tax Increment Financing funds in the amount of \$68,560.”
2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.

Staff Recommendation: Staff recommends denial of the applicant’s request for \$68,560 of Downtown TIF funds. Given that the applicant is required to install a fire suppression system as part of the building renovation project, staff believes that it is more appropriate for the applicant to install the fire suppression system with private rather than public funding.

Downtown Development Partnership (DDP) Recommendation: On Wednesday, November 30, the Downtown Development Partnership met to review the applicant’s request and took action to recommend that Metropolitan LLC be allowed to receive the full amount of TIF funds that were requested (\$68,560). During the meeting, DDP members cited the need for investment in fire suppression in the downtown – especially in response to the Rocky Mountain Building fire. One of the members noted that the location of the proposed TIF funded project is mid-block, which would mitigate damage to the entire block if there were ever a fire event to occur.

Other members felt that extraordinary circumstances are present to allow the City Commission to approve a larger allocation of funds due to the economic challenges that have arisen in the aftermath of Covid-19. Because DDP members believed that “normal” development conditions are not currently present, the request was deemed as having extraordinary circumstances. In a similar vein, DDP members felt that fire suppression is often the component of development that can bring a project to a halt, and that fire suppression requests should be considered for additional funds.

Additionally, the DDP showed interest in revisiting the amount of Life-Safety TIF Building Program funds that can be administratively approved. Many members felt that the \$25,000 cap was not sufficient given the cost of installing fire suppression systems.

Summary: Metropolitan, LLC is proposing a renovation to the building at 313 Central Avenue to accommodate a new tenant – Mountain Wave Distillery. The renovation for the new tenant is triggering the need for a fire suppression system, and the applicant is requesting TIF funds to aid in that cost. Previous to this request, in 2020, Metropolitan came forward with a TIF request for sidewalk replacement, sub-grade vaults, fire suppression, and ADA compliance. At the time of that request, only the sidewalk and sub-grade vault projects were awarded TIF funds because the other items were not eligible for funding at that time. In 2021, the City Commission adopted the TIF Building Programs which created a mechanism for funding Life-Safety code requirements such as fire suppression and ADA. The applicant is requesting \$68,560 of TIF funds to pay for the installation of fire alarms and a sprinkler system. The estimated cost for the entirety of the remodel and façade work for both 313 and 315 Central Avenue is approximately \$1,702,120.

Downtown Urban Renewal Plan and Requested TIF Funding Allocation Decisions: Creation and administration of Tax Increment Financing (TIF) Districts is governed by the Montana State Urban Renewal statutes (Title 7, Chapter 15, Parts 42 and 43, MCA). The applicant feels that the requested costs are allowable TIF expenses pursuant to MCA 7-15-4288.

In order for the municipality to approve TIF funding requests, such requests must be determined to be in compliance with the local jurisdiction’s Urban Renewal Plan, as well as be eligible for TIF funding in accordance with the MCA Statutes noted in the previous section. To aid the City Commission’s decision, the City’s Tax Increment Application Process establishes twelve specific criteria to assess the merits of a project in relation to the Downtown Urban Renewal Plan. Staff has reviewed the applicant’s request based on the review criteria noted below, the Downtown Urban Renewal District Plan, and guidance from the City’s outside TIF legal counsel.

City of Great Falls TIF Review Criteria:

1. Public Infrastructure Improvements - Public infrastructure improvements have the benefit of improving and impacting an entire district. Each district may have its own Capital Improvement Plan, which may include things such as roadway improvements, storm drains, sewer and waterlines, railroads, etc.

Staff Analysis: The proposed project does not include any public infrastructure improvements. However, the upgraded fire suppression systems will provide added safety downtown and benefit the district.

2. Economic Stimulus - The amount of economic activity to be generated within a district through the development is assessed, as well as the leverage ratio of public to private investment. In general, the maximum limit of any one development is 10% of the construction/rehabilitation costs, exclusive of

acquisition costs. Projects demonstrating extraordinary benefit to Districts or the community may, at the discretion of City Commission, receive additional TIF assistance for eligible items. All applications should contain credible, measurable information substantiating the project's economic stimulus in the District and the community.

Staff Analysis: The proposed TIF funding request will assist the addition of a new business in the Downtown district. This will promote economic activity through the attraction and encouragement of visitors to Downtown, and thus impact the amount of economic stimulus the Downtown District sees.

3. Tax Generation – The increase in taxable value due to the new district development, including construction/rehabilitation, as estimated by the County Assessor's office to determine tax increment generation.

Staff Analysis: This project will allow for future generation of additional property tax revenue for the TIF District because of the added tenant.

4. Employment Generation – Total employment generated by the district development is assessed in terms of permanent and part-time jobs, and construction jobs.

Staff Analysis: There will be permanent and part-time jobs generated by this project due to the added tenant, Mountain Wave Distillery, and improved space for Hygienix, LLC.

5. Elimination of Blight – The development's direct and indirect impact on the physical and fiscal deterioration within the appropriate district and the community, as identified in the appropriate district plan.

Staff Analysis: The Downtown Urban Renewal Plan identified objectives that would eliminate the substantial physical dilapidation, deterioration, age obsolescence, and unsanitary or unsafe conditions. The request would complete the applicant's effort to renovate an existing empty and gutted building that was previously not utilized to its highest potential.

6. Special or Unique Opportunities – The extent to which the district's development represents a unique opportunity, meets a special need, or addresses specific district or community goals. The restoration of a historic property or the provisions of an unmet community need is an example of special or unique opportunities.

Staff Analysis: This is a key criterion for the City Commission to consider in its decision. When the City Commission adopted the three TIF Building Programs in 2021, an option was provided for the Commission to approve requests that do not comply with program eligibility requirements. The Commission's decision making authority is outlined on Page 2 of the attached Life-Safety Code Compliance Program document and states the following:

“Notwithstanding anything herein to the contrary, the City Commission reserves the right and discretion, upon the demonstration of extraordinary circumstances, to approve grants in excess of the above referenced aggregate limits.”

Despite the recommendation from the DDP, staff does not view the applicant's request as a special or unique opportunity, or that there are extraordinary circumstances to support the request for funding. All parties that were engaged in the development of the TIF Building Programs had an understanding that

there was a need to balance the use of TIF funds to support private building investment, while protecting the greater need to make public investments for other projects to support the goals of the Urban Renewal Plan. In this instance, the need to install a fire alarm and sprinkler system is a code requirement that is automatically triggered with the renovation project. This is not the type of request that was envisioned when the Life-Safety Code Compliance Program was originally developed. Instead, the Program was developed to address existing buildings that did not comply with current code requirements. Specifically, Page 2 of the adopted Program states the following under Eligibility Requirement #1:

“For the purposes of the CCP [Code Compliance Program], a "project" is defined as the remedial actions with respect to existing Life Safety Code violations per building on commercial properties located within the District.”

Finally, during the development of the TIF Building Programs, it was always envisioned by City staff that Commission decisions to award funds for building projects over program limits should be for larger catalyst projects that would have large economic development benefits to the downtown as a whole. Staff doesn't believe that the current request hits this threshold.

7. Impact Assessment – The extent of both positive and negative environmental impacts, appropriateness of the developer's project design, and impact on existing businesses or residents.

Staff Analysis: There are no environmental impacts associated with the applicant's request.

8. Financial Assistance – Other forms of financing available to the Applicant, Lender participation, industrial development revenue bonds, and state and federal grant monies, for example are examined to assess the need for TIF assistance.

Staff Analysis: The applicant is receiving a loan from through the Great Falls Development Authority and High Plains Financial, with use of a Small Business Administration (SBA) 504 loan with Bravera Bank. Staff believes that it is more appropriate for the applicant to use private funds to finance the code required fire suppression improvements.

9. Development's Feasibility – A determination of feasibility is made on the strength of the Applicant's demonstration of market demand for the development in the district and is contained primarily on the pro forma and financing commitments.

Staff Analysis: The tenant, Mountain Wave Distillery is already known and committed to the property. The applicant believes that there is enough market demand for this development.

10. Developer Ability to Perform – An assessment of the Applicant's capability to undertake the relative complexities of the development based on past performance on similar projects.

Staff Analysis: Metropolitan, LLC has done past development projects in the Downtown, including façade work at the subject property and renovation of Brush Crazy. The applicant is capable of completing the proposed project.

11. Timely Compensation – The feasibility of completing the development according to the Applicant's development schedule.

Staff Analysis: The applicant has stated that at the time of approval of this application and the issuance of appropriate permits, they will begin work remodeling the 313 Central Avenue space, pending any contractor timeframe limitations.

12. Payment of Taxes – All property taxes, special improvement district assessments and other assessments on the project property must be paid to date.

Staff Analysis: All assessments and taxes are paid to date.

Determination of Appropriateness: The request from Metropolitan, LLC was discussed with legal counsel and found to be eligible for Tax Increment Finance funding according to Montana Code Annotated (MCA) guidance as well as conformance with the Downtown Urban Renewal Plan. Legal counsel shares the same concern as staff for the precedent that would be set for awarding TIF Building Program funds for a project scope that would be typically financed with private funds.

Fiscal Impact: The City's Downtown TIF fund has a current cash balance of \$3,893,786. This does not include current debt service payments and any other obligations.

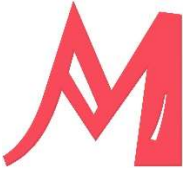
Alternatives: If the City Commission wishes to support a full funding allocation, it should clearly state its rationale to distinguish this request from future requests that might exceed program funding limits.

Concurrences: The City's outside legal counsel has determined that the applicant's request is eligible for TIF funding consideration, but has noted that the request creates a precedent case that requires justification for a higher level of funding.

Attachments/Exhibits:

Application

Life-Safety Code Compliance Program



Metropolitan, LLC
 PO Box 1088, Great Falls, MT 59403
 406.750.1204
Keith.Cron@hygienixllc.com
 Tax ID#: 84-3863703

September 16, 2022

City of Great Falls Planning and Community Development:

Metropolitan, LLC, (Metropolitan) is pleased to be part of the community of Great Falls and share in its rich downtown history for the future. Since 2020, its owners and lifelong residents of Great Falls, Keith and Christina Cron acquired the Metropolitan Building (313-315 Central Avenue). The Metropolitan Building has currently renovated the existing tenant space of Brush Crazy, is in the process of adding a new business as a tenant to downtown Great Falls with Mountain Wave Distillery, and moved Keith’s business office into the 2nd floor (313 ½ Central Ave) of the building with his company Hygienix. Keith is a one of four licensed Certified Industrial Hygienists (CIHs) within the State of Montana and Christina Cron is a Medical Social Worker (MSW). As part of this project, Mr. Cron recently applied to the Small Business Administration (SBA) to expand its two (2) year old business with the building acquisition.

Metropolitan understands that Great Falls (City) has created Tax Increment Districts within the city limits that provide funds for community development and redevelopment. The location of the building is within the Great Falls Downtown Urban Renewal Tax Increment District, as adopted by the City Commission on May 15, 2012, through Ordinance 3088. In addition, Metropolitan understands that Tax Increment Financing (TIF) funds may be utilized for projects within approved districts in accordance with the Montana Urban Renewal Law (Title 7, Chapter 15 parts 42 and 43, Montana Code Annotated (MCA)).

On July 6, 2021, The City adopted Ordinance 3229 which created three programs intended to encourage and support public safety, blight elimination, and increased code compliance in the historic Downtown Urban Renewal Area.

Approximately one year prior to this, Metropolitan, LLC, applied for TIF monies from the City to implement the following corrective actions:

- Sub-grade vaults beneath the existing sidewalk and curb that are pending collapse;
- Damaged and deteriorated sidewalk at the front elevation creating a tripping hazard;

- No Fire Suppression System as a Life Safety concern, hindering redevelopment within the designated urban renewal designated district;
- Degraded interior finishes of plaster, framing, GWB, flooring, and interior finishes; and,
- No ADA Compliant Restrooms.

The City awarded Metropolitan, LLC, TIF monies on August 31, 2020, to abate the sub-grade vaults and demo and replace the sidewalk in the amount of \$25,440.00. Metropolitan, LLC, appreciates the City to allow these corrective actions to be implemented and completed to ensure the public health and safety was not endangered. The City did not award Metropolitan for the Fire Suppression system in the amount of \$58,625 or for demolition and/or ADA bathrooms as it did not have a current mechanism from which to delegate its TIF funds. Metropolitan's application was utilized as a catalyst to assist the City with effecting change of use for its new policy.

As presented within the City TIF application (Attachment A), Metropolitan is requesting TIF money to install a fire suppression and required fire alarm system within the entire Metropolitan Building as it will be used to house the future home of Hygienix, LLC – Industrial Hygiene and Environmental Consulting Firm, Maintain Brush Crazy – Self Paint Studio, and offer a future distillery business – Mountain Wave Distillery into its urban renewal district. The adopted National Fire Protection Association (NFPA) code by the City requires that a fire suppression system is installed. The addition of this system will prevent potential future damage and loss of citizens, and property damage to the Urban Renewal District.

Metropolitan, LLC, and Hygienix, LLC have secured an additional loan to complete this fire suppression project. Due to rising costs associated with COVID, an additional loan needed to be secured to cover the costs of labor and materials to complete the project. This project will benefit downtown Great Falls as offering up the first distillery. The loan has been secured and financed by both the GFDA as well as High Plains Financial (As the Secondary Loans) with use of a Small Business Administration (SBA) 504 loan with Bravera.

The Downtown community of Great Falls will benefit from this project with attracting 15+ jobs for the Distillery and up to 20 jobs for Hygienix. This will increase the tax base for our community and provide sustainable high paying jobs in the upcoming years. By attracting more entrepreneurial businesses to our downtown it enriches our community as a destination.

A bid has been secured to complete the work as shown in Attachment B for both the sprinkler installation as well as the fire alarm. Metropolitan understands that a competitive bid process must occur, including Davis Bacon wages to complete the project. This serves as a basis for the bid. Metropolitan is not asking for additional compensation if bids come back slightly more elevated; therefore, no contingency was included.

Once awarded, Metropolitan, LLC, will move forward on this project as quickly as possible pending contractor timeframes by offering a request for proposal within a week, contract execution in the week following – allowing effective site visits and bidding, and scheduling of work thereafter.

Metropolitan has installed a 6-inch riser to the existing water main along Central Avenue, including pressure testing by the City of Great Falls Fire & Rescue Department (GFFR). This installation passed the GFFD inspection, and the connection is present within the basement. Hygienix (313 ½ Central Avenue, within the 2nd floor) and Brush Crazy (315 Central Avenue, within the Main Level east elevation) are currently operating their businesses. Mountain Wave Distillery (313 Central Avenue, within the Main Level west elevation) is in the process of reapplication of a City of Great Falls Construction permit to complete its work. Preliminary, not-for-construction drawings have been provided for a reference and basis per the application and are included in Attachment C.

Paid Cascade County Property Tax Receipts are included in Attachment D.

We appreciate your review and funding decision with regard towards our application! Please call with any questions.



Keith Cron



ATTACHMENT A

City of Great Falls – 9.16.22 TIF Application with Cost Estimates

CITY OF GREAT FALLS
 PLANNING & COMMUNITY DEVELOPMENT DEPT.
 P.O. BOX 5021, GREAT FALLS, MT, 59403 5021
 406.455.8430 • WWW.GREATFALLSMT.NET

TIF BUILDING PROGRAM APPLICATION

Metropolitan Building Refurbishment

Name of Project (if applicable):

313 -315 Central Avenue

Project Address:

Metropolitan, LLC

Applicant/Owner Name:

48 32nd Ave NE, Great Falls, MT 59404

Mailing Address:

406.750.1204

Keith_Cron@hygienixllc.com

Phone:

Email:

Keith Cron / Christina Cron - Owners

Representative Name:

406.750.1204

Keith_Cron@hygienixllc.com

Phone:

Email:

Great Falls Development Authority / High Plains Financial

Lending Institution:

406.590.1056

JKohles@growgreatfalls.org

Phone:

Email:

James Talcott Construction

General Contractor:

406.761.0018

rustig@jtcmtbuilders.com

Phone:

Email:

Date of Pre-application meeting with Planning and Community Development Staff (application will not be accepted if meeting has not occurred) : March 3, 2022

Is the project location a commercial property or a residential property containing four or more units?

- Yes
 No

Have you requested funds from the TIF Building Program in the past? If yes, please specify which programs.

- Yes
 No

TIF BUILDING PROGRAM APPLICATION

PROJECT COST WORKSHEET:

Project Cost and Financing Section

1. Total Cost of the Project. On this page, summarize the project costs on the Project Cost Worksheet. Use general categories and include items that are in the assistance request. The total cost should include land costs and “soft costs” such as zoning processes, surveys, and permits to enable the City to evaluate the entire private investment.
2. Cost of Program Eligible Items. Using general categories, on Page 3, summarize the cost of program eligible items as described in the TIF Building Program summaries. If applying for assistance under more than one program, note which program the item is intended. See Program Summaries for eligibility guidance.

Project Construction Costs

1. Brush Crazy Renovation	\$ 275000
2. Hygienix Office	\$ 300000
3. Mountain Wave	\$ 750000
4. Facade	\$ 125000
5.	\$
6.	\$
7.	\$
8.	\$
9.	\$
10.	\$
Subtotal.....	\$ <u>1,450,000</u>

Design and Permitting Costs

Architectural Design/Supervision LPW Architecture	\$ 50000
Permit Fees Demo/Facade/Hygienix Office	\$ 7500
Other fees/costs Fire Sprinkler/Fire Alarm	\$ 68,560
Subtotal.....	\$ <u>126,060</u>
Total Project Cost.....	\$ <u>1,702,120</u>

TIF BUILDING PROGRAM APPLICATION

TIF REQUEST:

Identify the TIF Building Program (s) from which you are requesting funds:

- Life-Safety Code Compliance**
- Façade Improvement**
- Environmental Safety**

Cost of Eligible Improvements

Item:	Cost:	Program:
1. Fire Sprinkler Installation	\$ 60,730.00	Life-Safety Code Compliance
2. Fire Alarm	\$ 7,830.00	Life-Safety Code Compliance
3.	\$	
4.	\$	
5.	\$	
6.	\$	
7.	\$	
8.	\$	
9.	\$	
10.	\$	
11.	\$	

\$ 68,560.00

Total Life-Safety Code Compliance Request (Maximum is \$25,000)

\$ 0.00 - Completed at my cost of \$110K)

Total Façade Improvement Request (Maximum is \$50,000)

\$ 0

Total Environmental Safety Request (Maximum is \$5,000)

\$ 68,560.00

Total Request (Maximum is \$80,000; applicant investment must equal or exceed TIF fund request)

TIF BUILDING PROGRAM APPLICATION

REQUIRED ATTACHMENTS:

- Project Narrative, including detailed project description and how project benefits the public**
- Tax receipt (Evidence of paid to date property taxes and assessments)**
- Letter of Commitment from lending institution, if applicable**
- Design plans (Contractor’s bid, architectural plans, project elements, renderings, etc.)**
- Project Schedule (Pre-application meeting date, plan submittal, start of work, completion of work)**

ACKNOWLEDGEMENT:

I (We) acknowledge that I have read and understand the requirements and applicant responsibilities for the approval and use of tax increment financing funds through the TIF Building Programs. I (We) further understand that if approved, the project must follow requirements for public construction contracts. I (We) further understand that all plans, materials, construction techniques, and the completed project are subject to inspection and verification by City personnel. I (We) also attest that the above information is true and correct to the best of my (our) knowledge.

	9.16.22
Applicant/Owner's Signature:	Date:
	9.16.22
Representative's Signature:	Date:



ATTACHMENT B

Fire Sprinkler/Fire Alarm Installation Quotes



Great Falls Fire Sprinklers
 P.O. Box 149
 Ulm, MT 59485
 (406)315-7666 gffs2018@outlook.com

Scope: Fire Suppression System

TO: Estimating Department

Date: July 26, 2022

RE: Mountain Wave Distillery

Great Falls Fire Sprinklers is a **Navy Veteran & Native American Owned Small Business**. GFFS is pleased to price the following installation for a Fire Sprinkler System per NFPA 13, 2016

Base Bid: \$60,730.00

GFFS proposes to design and install a fire sprinkler system per NFPA 13 2010 Edition. Room 005 storage is outside of fire sprinkler scope of work

Excludes any dry chem systems for distillery purposes and basement.

All wiring to be done by others.

GFFS proposes to start at the flange inside the building. All shall be per NFPA 13 and state & local authorities.

Specific Exclusions:

- The fire pump and associated components, including but not limited to underground piping, valves, jockey pump, control panels, pump house.
- Electrical wiring, conduit and connections of supplied electrical component; i.e. tamper switches, flow switches, air compressor, etc.
- Labeling of pipe beyond NFPA 13 requirements
- Painting of pipe
- BIM coordination at the stated price.
- Bonds

Standard Exclusions and Clarifications:

Shift work, inspections, carpentry, painting of any kind, patching insulation, beam penetrations, fire alarms, security system, electrical wiring & connections, extinguishers & cabinets, backflow testing and certification, Ansul(hood systems), fire hose, hose stations, high piled stock plan, fire hydrants, sewage and impact fees, underground piping and excavation, test and flush certificates of systems install by others, fire pump, pumps pads, tanks, touch up of sprayed on fireproofing, asbestos and/or lead abatement and alterations other than noted within this proposal are assumed to be excluded if not called out within this proposal or the bid document.

Comments:

- GFFS assumes that the architect and/or engineer specifying the building needs to be sprinkled will be acting as Licensee
- GFFS will require an OSHA compliant job site and clear and continuous access at all times
- One complete set of drawings and all CAD files will need to be provided to GFFS at no charge for engineering and construction
- Deviations from accepted and approved engineered shop drawing may impose extra charges
- Excessive plan review duration by AHG, GC or architect an not be absorb by GFFS into construction schedule
- Requirement above NFPA including city or state ordinances have not been included if not called out with the contract documents
- Commercial General Liability \$2M General Aggregate, \$1M each occurrence, \$1M Umbrella, \$2M products and completed operations

This Proposal Shall Become An Attachment to the Sub-Contract Agreement.

Prepared by: Karn Vogl, Estimator

Accepted by:

MT LIC #FPL-BEL-001158 Great Falls Fire Sprinklers, Inc.

Signature: _____



an affiliate company of



BID PROPOSAL

To: Estimating department

Date: 8-12-2022

Project Name & Address: Mountain Wave Distillery

313 Central Ave Great Falls Mt. 59405

Documents used in preparation of proposal: 20-001 - MOUNTAIN WAVE DISTILLERY floor plans 6-10

Specification sections: NFPA 72 2016, NEC 2017, IBC 2018

Plan sheets: NA

Alert Services Inc. is pleased to provide you with the following quotation:

Scope Summary: ASI To provide a Full install Option. This Includes Labor, Material, Programming, Pretesting & Final commissioning of a Siemens sprinkler monitoring only Fire Alarm System.

Proposed Design/Build Fire Alarm Scope:

- Provide NFPA 72 dedicated function fire alarm system sprinkler monitoring shop drawings.
- Sprinkler monitoring design to include Siemens 50-point panel/communicator, manual station, smoke detector, sprinkler system interface and FDC exterior notification. Provide NICET stamp.
- Excludes any other fire alarm design.

Includes:

- System plans & submittals (via Electronic Format)
- Siemens devices per ASI designed drawings
- Rough in material to ASI designed drawings
- Wire ASI designed drawings
- ¾" EMT Red where required by code
- New FPLP Cable
- Fire Caulking
- Batteries
- 1 FACP Document box
- Permits, plan review, final inspection
- Field device terminations and programming
- Testing, certification & Owner training
- Fire alarm Breaker Tie
- Surge protection devices

Exclusions

- Riser/vault riser tamper/flow/OS & Y values devices provided/installed by sprinkler fitter
- All pathways to riser/vault (DDC) provided by others
- Roof penetrations/roof jacks installed/provided by others
- Duct detectors, installed by HVAC contractor
- HVAC: sequential and or proportional voluminous air balancing by HVAC contractor
- All 120V AC power to FACP, 120v receptacle for cellular/radio communicator etc. (provided by Electrical Contractor)
- Magnetic Door Holders, door locks, security (installed/provided by others).
- All forms of Bonding. Performance and Payment.
- Asbestos, lead paint or other hazardous material removal or abatement
- Electronic AUTOCAD files used for plan preparation. Provided, at no cost to ASI, by others
- Painting & Patching of sheet rock, replacement of ceiling tiles
- FACP location required signage provided by others

- Fire watch provided by others
- Hard copy O&M (all in electronic format)
- ECS systems. Area refuge systems. Emergency Radio coverage system. BDA
- 120V smokes/ Single station smokes are not part of our design, install and material supply. Install by others.

Notes:

- A total of (1) fire alarm monitoring service account will be required for this site as proposed the (monitoring dialer is included). Monitoring contract agreement: central station monitoring quote provided upon request
- Changes made by others (i.e., AHJ, Owner, Architect, Engineer, etc.) may result in a price increase or decrease, to be handled through a contract modification / project change order
- Work to be performed during "normal business hours", Monday – Friday, 7:00 a.m. – 4:30 p.m.
- Price subject to change after 30 days and is based on ASI and Contractor reaching a mutually agreed upon contract
- Wireless fire alarm communicator, if included, to be utilized only after successful site signal strength survey
- Commercial General Liability \$2M General Aggregate, \$2M each occurrence, \$1M Umbrella with products and completed operations
- Requirement above NFPA including city or state ordinances have not been included if not called out with the contract documents
- **ASI is a Minority Women Owned Business.**
- **Invoices paid via credit or debit card transaction subject to 3% processing fee added to total invoice value**

THIS PROPOSAL DOES NOT INCLUDE ANY SERVICES UNLESS SPECIFIED ABOVE

Any alteration or deviation from the above, involving additional cost, will be performed only upon acceptance by Alert Services Inc. of Purchaser's written order. This proposal may be withdrawn if not accepted within 45 days from the date shown above.

Alert Services Inc proposes to perform this work as presented for the sum: \$7,830.00

Alert Services Inc.

By: Orin Goossen 406-217-8107

Title: Lead Tech/ Estimator

ACCEPTANCE OF PROPOSAL

Company: _____ Date: _____

Accepted by: _____ Title: _____

Contractor Job # _____ Amount: _____

Project Manager/Contact: _____ Fax: _____

Contact E-mail Address: _____ Contact Phone: _____

Billing Address:

Shipping Address:

Alert's General Terms and Conditions

These General Terms and Conditions, as well as the terms in the proposal delivered to you make up the “Agreement” as referenced herein. The term “Client” refers to the entity referred to in the proposal that is obtaining Alerts professional services.

1. **Basic Services:** Alert will provide Client “Basic Services,” which are more particularly described in the Proposal attached hereto. The Basic Services will be provided in phases as defined in the attached Proposal. Alerts Basic Services will be performed in effect as of this Agreement’s Effective Date.
2. **Additional Services:** Services not expressly identified as Basic Services, services expressly outside the scope of Basic Services, or services identified as “Additional Services” in the attached proposal shall be considered “Additional Services.” Additional Services may be required for the Project. Alert may notify Client if it believes Additional Services are required on the Project and shall notify Client before performing any Additional Services. Alert shall not be required to perform Additional Services pursuant to this Agreement unless Client provides written authorization for Alert to proceed with the Additional Services and Alert agrees to perform such Additional Services. Alert performance of Additional Services shall entitle Alert to additional compensation pursuant to (i) the rate and reimbursable expense schedules in the attached proposal (ii) an appropriate adjustment in Alert schedule for completion. Additional Services and Basic Services may be collectively referred to herein as “Services.”
3. **Reimbursable Expenses:** Expenses other than salary costs that are directly attributable to Alerts Services (“Reimbursable Expenses”) will be invoiced as described in the attached proposal and or the reimbursable schedule, or, if not listed in these documents, at Alerts cost plus a 10% markup. Reimbursable Expenses include but are not limited to expenses related to out of town travel, long distance phone charges, postal and shipping charges, personal and rental car usage, job related supplies, and printing/reproduction costs.
4. **Subcontractors:** Alert may, at Alerts sole discretion, utilize other firms or consultants, if necessary to complete the Services. The cost of any subconsultant services shall be subject to a 10% markup or as otherwise agreed upon to cover Alerts overhead expenses.
5. **Time of Performance:** Alerts Services pursuant to this Agreement are to commence upon the Agreement’s Effective Date and continue until agreed upon Services are completed or the Agreement is terminated. Alert will perform its Services with due and reasonable diligence consistent with sound professional practices.
Alert shall not be responsible for failure to perform its Services if (i) there is a failure or delay by Client or its contractors, employees, or agents in providing Alert with the necessary access to documentation or information; (ii) Client causes delays in any manner, whatsoever; (iii) such failure is due to any force majeure, fire, inclement weather, act of governmental authority, or any other cause reasonably beyond Alerts control. In any of these events, Alerts time for completion of its Services shall be extended accordingly.

6. Standard of Care: Alert shall perform Services in a manner consistent with that level of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the same geographical area. CLIENT

ACKNOWLEDGES AND AGREES THAT Alert HAS MADE NO OTHER IMPLIED OR EXPRESS REPRESENTATION, WARRANTY, OR CONDITION WITH RESPECT TO THE SERVICES TO BE PROVIDED PURSUANT TO THIS AGREEMENT.

7. Compensation:

- A. Compensation to be paid Alert shall be in accordance with the Agreement and attached appendices. Alert shall submit monthly invoices to Client. Invoices shall be due and payable by Client immediately upon receipt.
- B. Invoices not paid within thirty (30) days of receipt will be considered delinquent, and Client will be liable to Alert for a late charge accruing from the date of such invoice to the date of payment at the lower of twelve (12) percent per annum or the maximum rate allowed by law and Client agrees to pay such late fee.
- C. If Client fails to pay Alerts invoices for fees and/or Reimbursable Expenses when they become due, other than in connection with a good faith dispute of the amount owing or due Alerts breach of this Agreement, Alert may suspend performance of its Services pursuant to this Agreement following three (3) days written notice to Client of such non-payment until Alert is paid in full for all invoices due. In the event of such suspension for non-payment, Alerts time for completion of its Services shall be extended accordingly.
- D. Further, if Client fails to pay Alerts invoices for fees and/or Reimbursable Expenses when they become due, at any time, and without waiving any other rights or claims against Client and without thereby incurring any liability to Client, Alert may elect to terminate this Agreement and performance of Services immediately following written notice from Alert to Client. Notwithstanding any such termination of services, Client shall pay Alert for all services rendered by Alert up to the date of termination of Services plus all interest and termination costs and expenses incurred by Alert.
- E. Client agrees that it will reimburse Alert for any costs and attorneys' fees (including in-house counsel costs) Alert incurs in any proceedings involving Client's delinquent invoice payments or nonpayment.

8. Termination: Notwithstanding any other section of this Agreement, either party may terminate this Agreement by fifteen (15) days written notice. If Client elects to terminate this Agreement, Client shall pay Alert in full for all Services performed and Reimbursable Expenses incurred up to the date which Alert receives written termination notice, plus all termination costs and expenses incurred by Alert. If Alert elects to terminate this Agreement, Client shall pay Alert in full for all Services performed and Reimbursable Expenses incurred up to the termination date.

9. Insurance: Alert shall at its own cost and expense procure and maintain for the duration of this Agreement the following insurance policies:

- A. Commercial General Liability Coverage: \$2,000,000 per occurrence and \$2,000,000 aggregate coverage for bodily injury, personal injury, and property damage.
- B. Automobile Liability Coverage: \$1,000,000 combined single limit per occurrence for bodily injury and property damage.

C. Workers' Compensation Coverage: Alert shall maintain Workers' Compensation insurance for its employees in accordance with the laws of the state where the services are being performed.

Certificates of insurance reflecting such coverage may be produced by Alert upon request. Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverages held by either party to this Agreement.

10. Limitation of Liability: To the fullest extent permitted by law,

Alert and Client agree to limit the liability of Alert and its subconsultants to Client for any and all causes of action, claims (including but not limited to claims for negligence, professional errors or omissions, strict liability, and breach of contract or warranty), losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes related to Alerts Services, so that the total aggregate liability of Alert and its subconsultants to all those named shall not exceed two times the amount of Alerts total fee for Services.

11. Indemnity: Subject to the limitation of liability mutually

negotiated in this Agreement, Alert shall indemnify Client from damages resulting from third party claims solely to the proportionate

extent they are proximately caused by Alert's negligent performance of Services pursuant to this Agreement.

Alerts indemnity obligations shall not require it to indemnify Client for Client's sole negligence or reckless or willful misconduct. If damages are caused by, result from, or relate to the concurrent negligence of Client or a third party not directly controlled by Alert, Alerts indemnity obligations shall be strictly limited to the extent of its proportionate negligence as established by a court of competent jurisdiction or arbitrator.

12. Ownership of Documents: All reports, field data, field notes, test data, calculations, drawings and specifications, estimates, CAD

drawing files, and other documents prepared by Alert, its officers, employees, agents, and subcontractors in the course of implementing this Agreement (collectively "Instruments of Service") shall remain

Alerts property. Alert grants Client a nonexclusive license to use the Instruments of Service solely and exclusively in connection with Client's use on the Project, provided that Client substantially performs its obligations pursuant to this Agreement, including prompt payment of all sums when due to Alert. Client agrees to indemnify and hold Alert harmless from and against any and all claims, liabilities, suits, demands, losses, damages, costs, and expenses (including but not limited to reasonable legal fees, costs of defense, and in-house counsel expenses), accruing or resulting to any persons, firms, or other legal entities on account of any damages or losses to property or persons including death and/or economic loss, arising out of the unlicensed or unauthorized use, transfer, or modification of the Instruments of Service.

13. Jobsite Safety: Alert will not supervise, direct, control, or have authority over or be responsible for construction means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto on the Project or for any failure of Client to comply with applicable laws and regulations.

14. Hazardous Materials: Client acknowledges that Alert has no expertise in and is not being retained for purposes of investigating, detecting, abating, replacing, remediating, or removing any items, products, or materials containing hazardous substances. Client agrees to indemnify and hold harmless Alert from and against any and all claims, losses, damages, liability, and costs, (including but not limited to reasonable legal fees, costs of defense, and in-house counsel expenses) arising out of or in any way connected with the presence, discharge, release, or escape of contaminants of any kind, excepting only such liabilities as may arise out of the sole negligence of Alert in the performance of services pursuant to this Agreement.

15. Mutual Consequential and Punitive Damages Waiver:

Neither Alert nor Client shall be liable under any circumstances for loss of profits, loss of product, consequential damages of any kind, indirect damages of any kind or special damages of any kind to the other party or to any third party. No punitive or exemplary damages of any kind shall be recoverable against either party under any circumstances.

16. Assignment: Except as expressly provided for herein, neither Party will assign this Agreement, any right arising out of it, or the performance of obligations hereunder, without the written consent of the other. Nothing contained in this Agreement will create a contractual relationship with, or cause of action in favor of, any third party.

17. Severability: If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable, or in conflict with the laws of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected and shall remain in full force and effect.

18. Governing Law: This Agreement shall be governed by the law of the location of Alerts office identified in the attached Proposal, without regard to conflict of law principles.

19. Headings: The headings in this Agreement are for convenience of reference only and shall not be deemed to be a part of this Agreement or limit or otherwise affect the construction, interpretation, or meaning thereof.

20. Dispute Resolution: All claims, disputes, controversies, or matters in question arising out of or relating to this Agreement or any breach thereof, including but not limited to disputes arising out of alleged design defects, breaches of contract, errors, omissions, or acts of professional negligence, with the exception of those disputes that arise out of or are related to collection matters or fees alone pursuant to this Agreement (collectively "Disputes"), shall be submitted to mediation before and as a condition precedent to pursuing any other remedy. Upon written request by either party to this Agreement for mediation of any Disputes, Alert and Client shall select a neutral mediator by mutual agreement. Such selection shall be made within ten (10) calendar days of the date of receipt by the other party of the written request for mediation. The mediator shall be located in the same county as Alerts office listed in this Agreement, unless the Parties otherwise agree. In the event the Parties fail to mutually agree on a mediator, within ten (10) calendar days of a mediation request, a mediator shall be chosen as specified in the Mediation Rules of the American Arbitration Association then in effect, or any other appropriate rules upon which the parties may agree.

Should either Party to this Agreement commence any legal action against the other party arising out of this Agreement, the prevailing party as determined by an arbitrator or court of competent jurisdiction shall be entitled

to recover its reasonable litigation expenses, including but not limited to court costs, expert witness fees, discovery expenses, and attorneys' fees.

21. Amendments: This Agreement may be modified or amended only by a written document executed by both Alert and Client.

22. Interpretation of Agreement: This Agreement shall be interpreted as though prepared by all Parties thereto and shall not be construed unfavorably against either Party.

23. No Third-Party Beneficiary: This Agreement is for the exclusive benefit and convenience of the parties hereto. Nothing contained herein shall be construed as granting, vesting, creating or conferring any right of action or any other right or benefit upon any third party not a party to this Agreement.

24. Entire Agreement: This Agreement constitutes the complete and exclusive statement of Agreement between Client and Alert. All prior written and oral communications, including correspondence, drafts, memoranda, and representations, are superseded in total by this Agreement.

25. Waiver: No failure on the part of either Party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that Party may have hereunder.



ATTACHMENT C

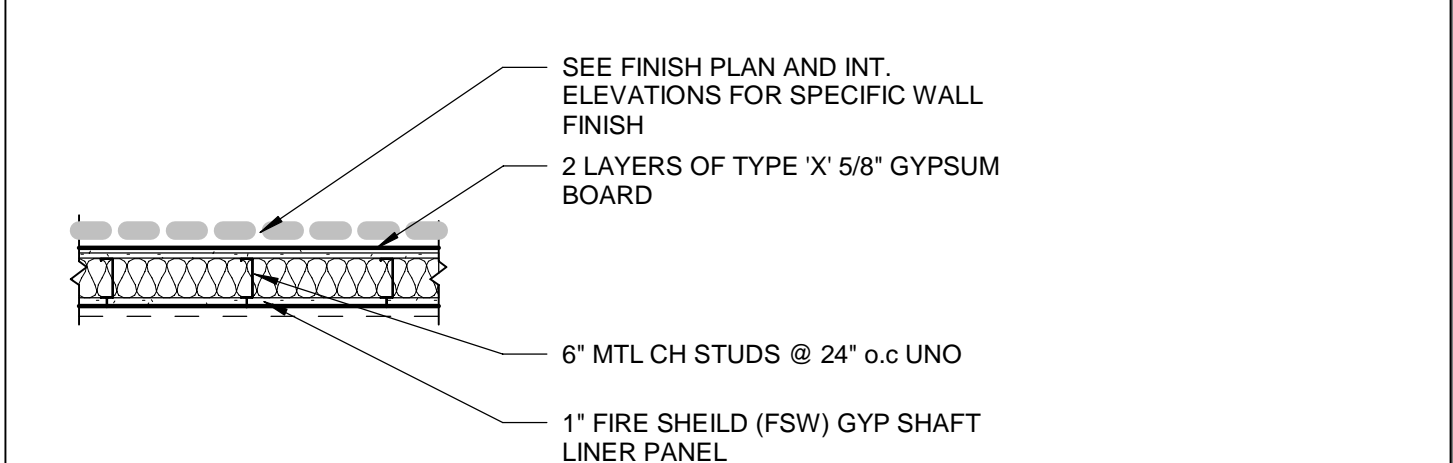
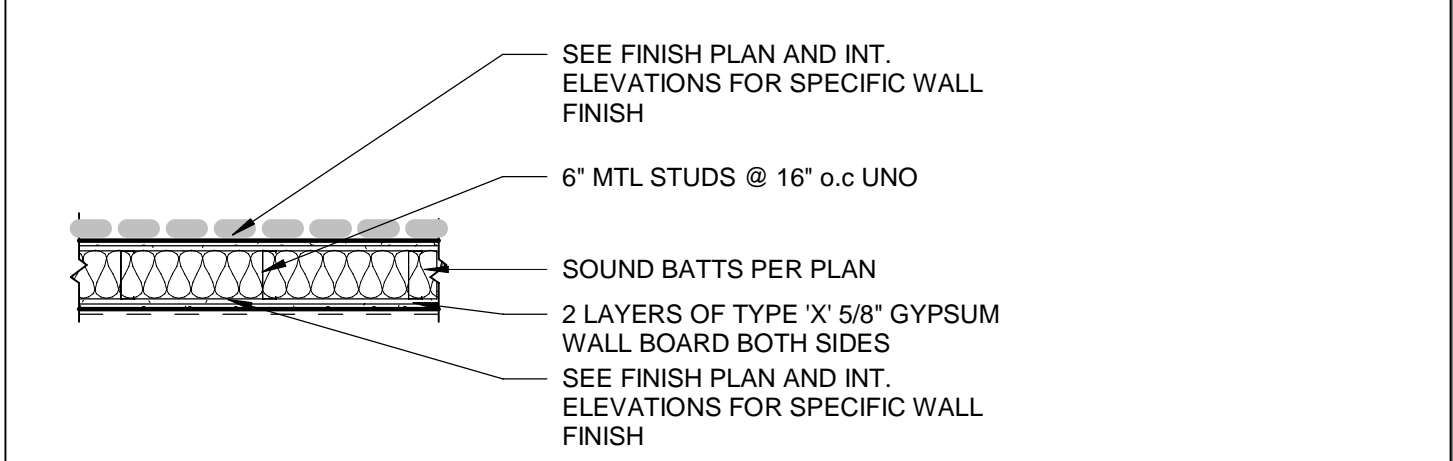
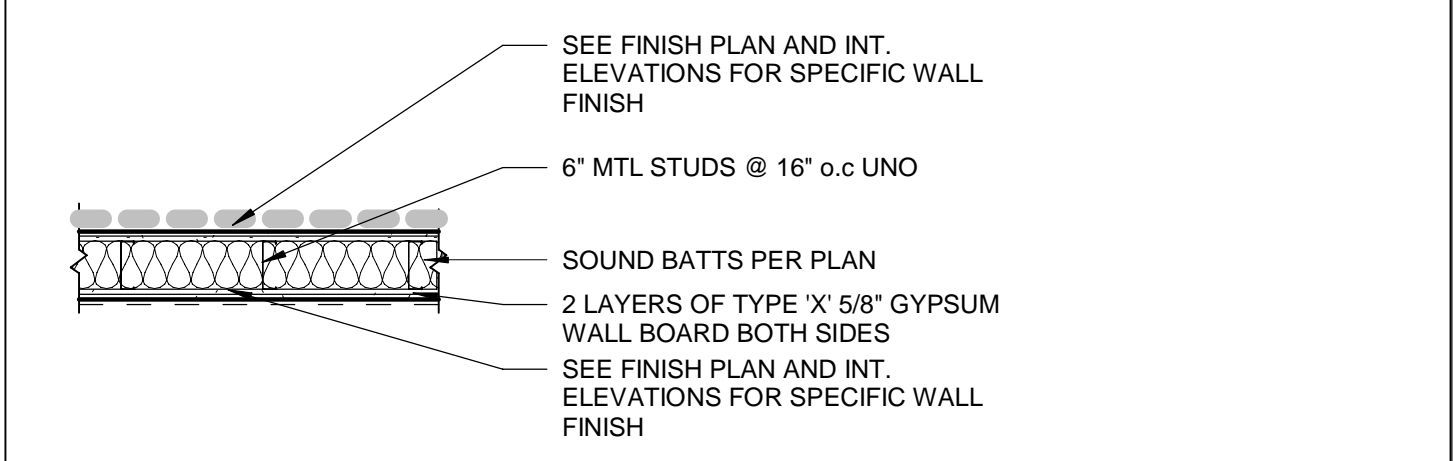
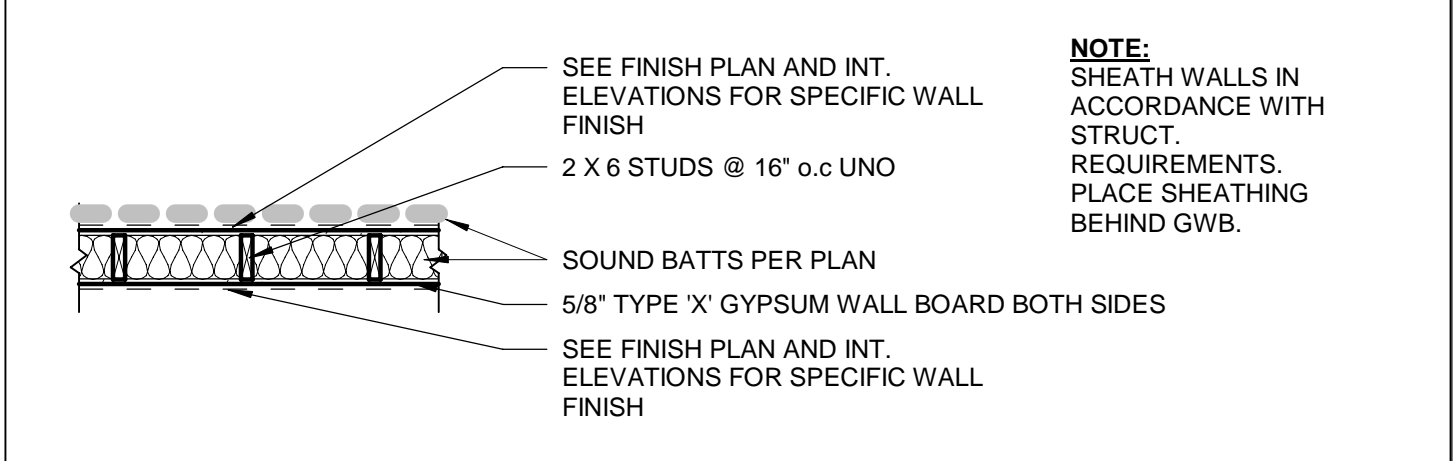
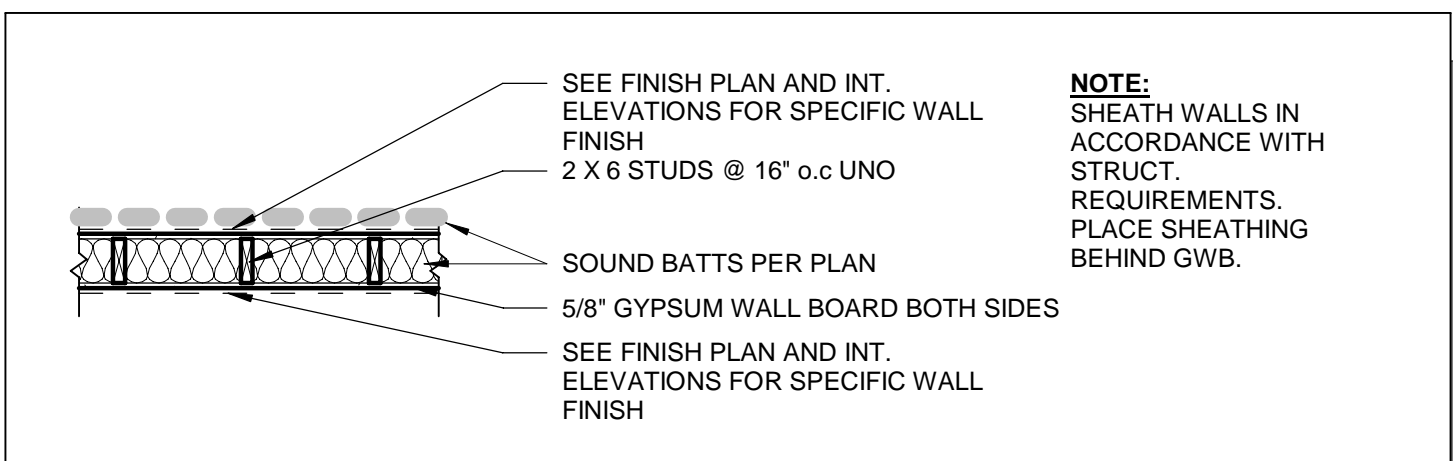
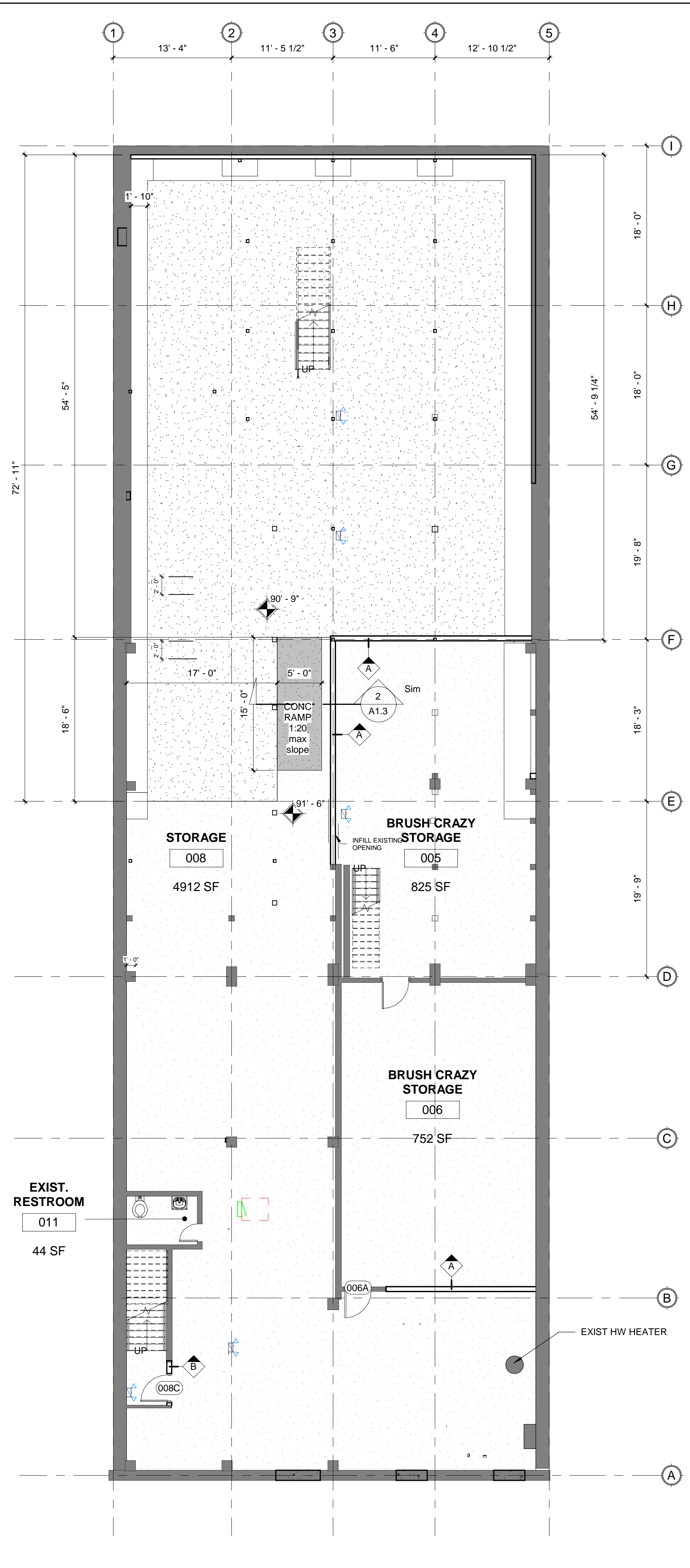
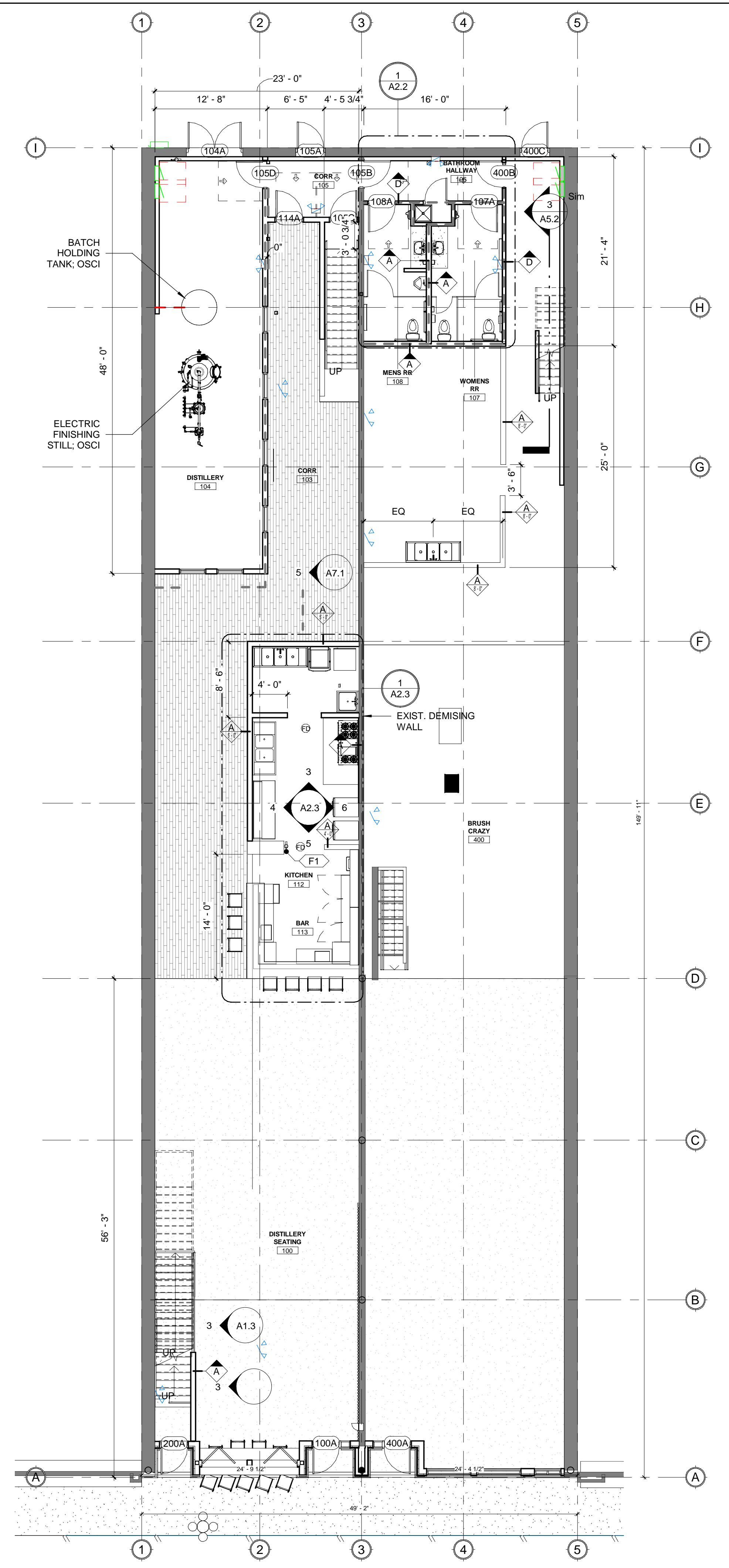
LPW 'Not-for-Construction' Project Drawings

Revision Schedule		
No.	Revision	Date

Submittal Schedule		
No.	Submittal	Date
1	FAÇADE PERMIT SET	10/30/20
2	TI PERMIT SET	8/23/21

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DRAWN BY:	MB, CL
CHECKED BY:	TP
DATE:	8-23-21
PROJECT NUMBER:	20-001
SHEET NUMBER:	A1.2



- GENERAL WALL TYPES NOTES:**
- IF NO INDICATION IS GIVEN FOR WALL STUD SPACING, ASSUME 16" o.c. VERIFY ALL SHEATHING, FASTENER, AND STUD SPACING REQUIREMENTS WITH STRUCTURAL REQUIREMENTS. IF DISCREPANCY, STRUCTURAL TAKES PRIORITY. IF DISCREPANCY EXISTS AT FIRE RATED ASSEMBLIES CONSULT ARCHITECT FOR CLARIFICATION PRIOR TO FRAMING.
 - FIRE RATED ASSEMBLIES TO COMPLY WITH GA - 600 - 2012 FIRE RESISTANCE DESIGN MANUAL. SEE SECTION - 07 84 00 FOR ADDITIONAL REQUIREMENTS.
 - HEAVY DASHED LINE IN PLAN INDICATES SOUND BATT INSULATION. ALL ACOUSTICALLY RATED ASSEMBLIES TO EXTEND TO BOTTOM OF STRUCTURE.
 - SUBSTITUTE 5/8" TILE BACKER BOARD AT ALL TILE LOCATIONS, COORDINATE WITH ADD ALT #2.
- ⬆️ TAG INDICATES FULL HEIGHT WALL; EXTEND TO BOTTOM OF STRUCTURE AND TERMINATE
- ⬆️ TAG INDICATES PARTIAL HEIGHT WALL; EXTEND TO HEIGHT INDICATED IN TAG. IF NO HEIGHT INDICATED EXTEND 2' ABOVE FINISHED CEILING



ATTACHMENT D

Cascade County Tax Receipts

***** TAX RECEIPT *****

CASCADE COUNTY

P.O. BOX 2549 -- GREAT FALLS, MONTANA 59403-2549

***** DIANE HEIKKILA, TREASURER *****

BATCH#: 20220531-000410

***** REPRINTED *****

Parcel #: 0000160600

TAX YEAR	STMT#	RECEIPT#	TAXING DISTRICT	HALF	STATUS	TAXES PAID	PENALTY	INTEREST	TOTAL
2021	53084	68573	1C-T7	2nd	PAID	2,219.95	0.00	0.00	2,219.95
2021	53084	68573	1269	2nd	PAID	101.64	0.00	0.00	101.64
2021	53084	68573	15208	2nd	PAID	72.04	0.00	0.00	72.04
2021	53084	68573	15250	2nd	PAID	0.57	0.00	0.00	0.57
2021	53084	68573	167A	2nd	PAID	9.51	0.00	0.00	9.51
2021	53084	68573	BIDF	2nd	PAID	100.00	0.00	0.00	100.00
2021	53084	68573	BIDS	2nd	PAID	56.25	0.00	0.00	56.25
2021	53084	68573	BIDT	2nd	PAID	264.60	0.00	0.00	264.60
2021	53084	68573	PARK	2nd	PAID	55.06	0.00	0.00	55.06
2021	53084	68573	STDT	2nd	PAID	219.69	0.00	0.00	219.69
						3,099.31	0.00	0.00	3,099.31

Payment Type	Doc#	Description	Amount
CHECK	1144	METROPOLITAN LLC	3,099.31

LEGAL OWNER:
 METROPOLITAN LLC
 PO BOX 1088
 GREAT FALLS MT 59403

PROP TYPE: REAL ESTATE
 CLERK: rperkins
 DATE PAID: 05/31/2022

LEGAL DESCRIPTION:
 (10) LOT: 11 BLK: 314 SITUS: 313 CENTRAL AVE
 GREAT FALLS ORIGINAL
 LOT 11 BLOCK 314
 (20) SITUS: 313 1/2 CENTRAL AVE
 (30) SITUS: 315 CENTRAL AVE

***** TAX RECEIPT *****

CASCADE COUNTY

P.O. BOX 2549 -- GREAT FALLS, MONTANA 59403-2549

***** DIANE HEIKKILA, TREASURER *****

BATCH#: 20211230-000416

***** REPRINTED *****

Parcel #: 0000160600

TAX YEAR	STMT#	RECEIPT#	TAXING DISTRICT	HALF	STATUS	TAXES PAID	PENALTY	INTEREST	TOTAL
2021	53084	40108	1C-T7	1st	PAID	2,219.95	0.00	0.00	2,219.95
2021	53084	40108	1269	1st	PAID	101.64	0.00	0.00	101.64
2021	53084	40108	15208	1st	PAID	72.05	0.00	0.00	72.05
2021	53084	40108	15250	1st	PAID	0.58	0.00	0.00	0.58
2021	53084	40108	167A	1st	PAID	9.52	0.00	0.00	9.52
2021	53084	40108	BIDF	1st	PAID	100.00	0.00	0.00	100.00
2021	53084	40108	BIDS	1st	PAID	56.25	0.00	0.00	56.25
2021	53084	40108	BIDT	1st	PAID	264.60	0.00	0.00	264.60
2021	53084	40108	PARK	1st	PAID	55.07	0.00	0.00	55.07
2021	53084	40108	STDT	1st	PAID	219.69	0.00	0.00	219.69
						3,099.35	0.00	0.00	3,099.35

Payment Type	Doc#	Description	Amount
CHECK	1116	METROPOLITAN LLC	3,099.35

LEGAL OWNER:
 METROPOLITAN LLC
 PO BOX 1088
 GREAT FALLS MT 59403

PROP TYPE: REAL ESTATE
 CLERK: krmcdowell
 DATE PAID: 12/30/2021

LEGAL DESCRIPTION:
 (10) LOT: 11 BLK: 314 SITUS: 313 CENTRAL AVE
 GREAT FALLS ORIGINAL
 LOT 11 BLOCK 314
 (20) SITUS: 313 1/2 CENTRAL AVE
 (30) SITUS: 315 CENTRAL AVE

**CITY OF GREAT FALLS
DOWNTOWN URBAN RENEWAL DISTRICT
LIFE-SAFETY CODE COMPLIANCE PROGRAM**

IMPORTANT: Costs to be paid with Tax Increment Funds (TIF) may not be incurred by the Applicant prior to funding approval and the satisfaction of any conditions of such approval.

INTRODUCTION:

The Downtown Development Partnership (DDP) advocated for the creation of several programs that would allow developers to utilize TIF for assistance in redevelopment or rehabilitation of private properties within the Downtown Urban Renewal District (District).

Any approved subsidies are in the form of matching funds to private investment, up to a maximum of \$25,000, to correct existing Life-Safety Code violations. The Applicant has the sole responsibility to repay any loans used to finance the private portion of the project.

Information on these programs is available through Planning & Community Development at the City of Great Falls (City). Each program targets various conditions and has different criteria that must be addressed through the application process.

The following is a summary of the Life-Safety Code Compliance Program (CCP).

PROGRAM OBJECTIVES:

The primary objective of the CCP is the elimination and prevention of blight and the redevelopment of the Downtown core by encouraging voluntary repair of existing commercial property within the District and providing for improvements to correct existing Life-Safety Code violations.

The intent of the CCP is to improve the urban core and encourage redevelopment and elimination of blight through the use of TIF funds as specified by Montana Urban Renewal Act, Title 7, Chapter 15, Parts 42 and 43, Montana Code Annotated (MCA). Authorization for the City to administer a program such as the CCP can be found in the Montana Urban Renewal Act, including:

- 7-15-4206 MCA – Blight – the substantial physical dilapidation, deterioration, age obsolescence, or defective construction, material, and arrangement of building or improvements; and unsanitary or unsafe conditions;
- 7-15-4206 MCA – Rehabilitation – carrying out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements;
- 7-15-4233 MCA – Powers which may be exercised by an urban renewal agency – to formulate and coordinate a workable program as specified in 7-15-4209; and to prepare plans for carrying out a program of voluntary or compulsory repair and rehabilitation of buildings and improvements;;
- 7-15-4209 MCA – a municipality may formulate a workable program for utilizing appropriate private and public resources to encourage needed urban rehabilitation; and
- 7-15-4288 MCA – Costs that may be paid by Tax Increment Financing (TIF) – costs incurred in connection with the redevelopment activities allowed under 7-15-4233.

Authorization for these programs was called for in the Downtown Master Plan, under Aesthetics, item 1.c. Additional objectives are to:

1. Encourage elimination of conditions that could be a serious and growing menace, injurious to public health, safety, and welfare.
2. Encourage private investment in commercial property in the District through the use of public incentives.
3. Stimulate economic and business development within the District by providing safe environments for workers, businesses, and the public.
4. Retain and expand safe employment opportunities through economic development.

The approved funding is given at the discretion of the City based upon review of the Applicant's compliance with program objectives, eligibility requirements, eligible construction activities and availability of TIF funds.

ELIGIBILITY REQUIREMENTS:

The following eligibility requirements have been established to accomplish CCP objectives. These requirements involve the specifics of individual requests for approved funds, and the materials that the Applicant must submit to have a successful application. Application forms may be obtained from the City – Planning and Community Development. Application forms must be completed in their entirety before the project will be considered.

1. For the purposes of the CCP, a "project" is defined as the remedial actions with respect to existing Life Safety Code violations per building on commercial properties located within the District.
2. Matching funds for the subsidy may total up to fifty percent (50%) of the project's eligible expenses.
3. The maximum aggregate limit of TIF funds granted through the CCP by the City on any one project is \$25,000.
4. The maximum aggregate limit of TIF funds granted through the TIF Programs by the City on any one project is \$80,000.
5. The maximum aggregate limit of TIF funds granted through the TIF Programs by the City on any one parcel is \$80,000 over a fifteen (15) year period.
6. The maximum aggregate limit of TIF funds granted through the TIF Programs by the City in any one fiscal year is \$500,000; provided that TIF funds granted in a fiscal year may be disbursed in a subsequent fiscal year.
7. Notwithstanding anything herein to the contrary, the City Commission reserves the right and discretion, upon the demonstration of extraordinary circumstances, to approve grants in excess of the above referenced aggregate limits.
8. All applications will be reviewed in the order in which they are received by the City.
9. All commercial property within the District is eligible for the CCP, with the exception of publicly owned buildings. For the purposes of the CCP, residential properties with four or more units will be considered commercial properties.
10. All property taxes, special improvement district assessments, and other assessments on the project property must be paid to date. Evidence of payment in the form of a tax receipt is required and must be submitted with the application.
11. Documentation from architects or engineers licensed to practice in Montana will be accepted if their analysis and plans are verified in writing. In addition, a listing of the construction materials, project elements, and a rendering of the proposed project may also be required.

12. If approved for TIF funds, the Applicant is required to follow requirements for public construction contracts as it pertains to payment, competitive bidding, and standard prevailing rate of wages. All expenditures must be itemized by materials and labor, and construction estimates must be obtained from licensed and bonded contractors and submitted with the application. Receipts, or invoices marked as paid by the contractor or vendor or comparable documentation will be required for all work undertaken on eligible project improvements prior to reimbursement being approved.
13. All plans, materials, construction techniques and the completed project are subject to inspection and verification by City personnel.
14. If any one of these requirements are not met TIF funding may be withheld.
15. The Office Planning & Community Development will review Applications and determine eligibility for TIF subsidies and project reimbursements.

ELIGIBLE ACTIVITIES:

IMPORTANT: All construction undertaken pursuant to the CCP must be in accordance with a design that has been reviewed and approved by City Building Officials or Fire Code Officials to ensure compliance with program objectives, design criteria and Life-Safety Code compliance. The Applicant must also obtain all applicable permits and comply with all municipal ordinances and applicable building codes.

The CCP is designed to address existing Life-Safety Code violations on existing commercial properties, which may endanger occupants, visitors, or the public. All applications must address resolution of documented Code violations to be eligible for TIF funds subsidy, and the project must result in the resolution of such Code violations in order to be eligible for reimbursement.

Eligible activities include, but are not limited to the following:

1. Installation, construction, or significant improvement including, but not limited to, required emergency exits, fire suppression systems, fire escapes, fire detection and alarm systems, protection of open stairways, stairway shafts and/or other exit enclosures, and provision of fire-rated door, floor, ceiling and/or wall assemblies.
2. Installation, construction, or significant improvement in regard to ADA compliance including, but not limited to, installation of ADA compliant doorways, restrooms, or ramps.
3. Installation, construction, or significant improvement including, but not limited to, elevator installation.
4. All improvements covered by the CCP must be of a permanent nature.
5. Architectural/engineering assistance and design fees are eligible expenses. All fees and permit charges must be itemized, and receipts provided.
6. The following are ineligible activities for funding through the CCP:
 - a. Utility connections or replacement other than those which may be directly required by the installation of eligible item(s) such as fire suppression water connections;
 - b. Improvements or upgrades to existing electrical or plumbing systems other than those directly required by installation of an eligible item(s);
 - c. Corrections of structural deficiencies of the building;
 - d. Fines or charges levied against the property for any code violations;
 - e. Work initiated prior to necessary program approvals.

PLEASE NOTE: Items ineligible for assistance under the CCP may be eligible under other TIF Programs offered by the City. An Applicant may submit an application for or be concurrently

involved in those programs, subject to the caps set forth above. Items listed in the application for TIF assistance will be reviewed by the City to determine the appropriate program or programs they may fall under. All applications are evaluated on a case-by-case basis. The City shall have sole discretion with respect to the administration of TIF funds under the CCP and other programs and the submission of applications materials by an Applicant shall in no way result in any entitlement by such Applicant to any TIF funds under the CCP or other programs unless and until awarded by the City and then only upon satisfaction of all pre-requisites established by the City for receipt of TIF funds.

APPLICANT RESPONSIBILITIES:

The Applicant agrees to the following pursuant to the CCP.

1. Applicant completes TIF application and complies with all program requirements. This material is provided to the City for review.
2. In the application process, Applicant provides expected date of completion of the project. If project is not completed by this date, TIF funds obligated may be rescinded.
3. Applicant selects the architect, engineer, and contractors who will participate in the project, complies with competitive bidding and standard prevailing wage requirements, and obtains all permits and approvals associated with the project.
4. A letter or Certificate of Occupancy from the relevant City Building Officials or Fire Code Officials stating the work has been completed satisfactorily must be received by the City upon project completion and prior to TIF fund disbursement.
5. If the Applicant finances all or part of the private portion of the project using a lending institution, the Applicant will be solely responsible for all loan repayments and for compliance with all lender requirements.
6. Applicant is solely responsible for the full payment of all material, laborers and subcontractors employed in the project.
7. At the completion of the Project, the Applicant must submit copies of all relevant contractor or vendor invoices, receipts verifying payment. Invoices must be marked as paid by the contractor or vendor.
8. It is the Applicant's responsibility to ensure that the Applicant and all of the Applicant's contractors or sub-contractors have adequate liability and workers compensation insurance for the project.
9. Applicant agrees to protect, indemnify, defend, and save harmless the City against and from any and all claims, liabilities, demands, causes of action, judgments (with any costs and fees that might be awarded), attorney's fees, and losses to the City arising in favor of or asserted by any person or entity on account of personal injury, death or damage to property arising out of, in connection with, or incidental to the negligence or willful misconduct of Applicant, or its agents or employees related to the activities under the CCP.

CITY RESPONSIBILITIES

1. The City provides the Applicant with the Code Compliance Program application.
2. The City reviews the application and determines which activities and expenses are eligible.
3. The City evaluates the eligible expenses as they relate to the program objectives and calculates the matching funds subsidy to determine any potential TIF contribution to the project.
4. The City notifies the Applicant of project approval.
5. The City closes out the application upon satisfactory completion of the project:

- a. Reviews Certificate of Occupancy or other documentation from City Building Officials or Fire Code Officials.
 - b. Inspection of the project for completeness and compliance to design submitted in the application.
 - c. Reviews lien waivers from contractors, subcontractors, and vendors.
 - d. Reviews paid invoices and/or prevailing wage payroll certification from contractors and vendors.
 - e. Processes claim for payment.
6. The City has absolutely no responsibility for payment of any Applicant's material, laborers, or contractors.
 7. The City shall have no civil liability for any damages or claims arising from any of the Applicant's undertakings.



Commission Meeting Date: January 3, 2023
CITY OF GREAT FALLS
COMMISSION AGENDA REPORT

Item: A Child’s World, LLC Lease Agreement
From: Park and Recreation Department
Initiated By: Park and Recreation Department
Presented By: Steve Herrig, Park & Recreation Director
Action Requested: Conduct a Hearing and Approve Lease Agreement

Public Hearing:

1. Mayor conducts public hearing, pursuant to OCCGF 1.2.050 and Title 17, Chapter 16, Article 6.
 2. Mayor closes public hearing and asks the will of the Commission.
-

Suggested Motion:

1. Commissioner moves:

“I move that the City Commission (approve/deny) a lease agreement of City owned property located in the Community Recreation Center for A Child’s World, LLC.”

2. Mayor requests a second to the motion, Commission discussion, and calls for the vote.
-

Staff Recommendation: Staff recommends the City Commission conduct a public hearing and approve a lease agreement for A Child’s World, LLC.

Summary: A Child’s World, LLC desires to enter into a lease for the portion of the City property located within the Community Recreation Center for the purposes of operating a day care.

Background: The lease provides an area on the lower level of the Community Recreation Center to operate a day care. It includes access to the outside play area and gymnasium upon availability. The lease is for three years with a monthly rate of \$1500.

Lessee agrees to maintain the leased premises, including the building and improvements, and all appurtenances, in good condition and repair by conducting ordinary day-to-day maintenance and repair. Lessee agrees to maintain the property in a functional condition, inspect premises on a regular basis to determine any hazardous conditions, which may exist, and take immediate action to correct such conditions if they exist.

The City agrees to maintain the foundation of the building, all structural components, concrete slabs, exterior walls and façade, roof, ceiling and all utility lines serving the premises. The City also agrees to provide maintenance, repair and snow removal of the parking lots and sidewalks adjacent to the leased premises.

The City of Great Falls Park and Recreation Department has held an agreement with A Child's World Day Care for use of an area in the Community Recreation Center since November of 2003.

As required by Title 3, Chapter 4, OCCGF, before final consideration of a lease of City property, the City Commission shall hold a public hearing. Bids were not solicited for this lease since the previous lease allowed for an extension of the agreement, which has been requested by A Child's World LLC.

Fiscal Impact: The lease provides a consistent revenue source for the Community Recreation Center as per lease amount listed above.

Alternatives: The alternative would be to deny the Lease Agreement with A Child's World, LLC.

Attachments/Exhibits: A Child's World, LLC Lease Agreement

LEASE AGREEMENT

This Agreement, made and entered into this 1st day of January, 2023 by and between the CITY OF GREAT FALLS, a municipal corporation, P.O. Box 5021, Great Falls, Montana 59403-5021, hereinafter called "City" and A Child’s World, LLC, 801 2nd Ave. No., Great Falls, MT 59401, hereinafter called "Lessee."

WHEREAS, Lessee desires to enter into a lease for a portion of City property (hereafter Property) for the purpose of providing a child care services center for citizens and visitors to the City of Great Falls, a public purpose, and;

WHEREAS, the City deems it to be in the public interest and serving a public purpose to lease the Property under the conditions as hereinafter set forth, and;

WHEREAS, the parties do hereby covenant and agree as follows:

WITNESSETH:

The City, for and in consideration of the lease amounts to be paid and the agreement to be performed by lessee, does hereby lease, and let unto the Lessee that area of the Community Recreation Center and adjacent office space in the lower level of the Community Recreation Center, located at 801 2nd Ave. No., Great Falls, MT 59401, along with access to the outside play area and gymnasium upon availability, as determined by the City (Property). Other than the property identified herein to which this Agreement applies, the City shall retain the exclusive use of the remainder of the Community Recreation Center, without interference from Lessee.

TERM OF LEASE

The term of the lease will be for three (3) years effective 1st day of January, 2023 and expiring the 31st day of December, 2025. Upon completion of the initial term of the agreement, the City, at its sole discretion, may terminate the lease, or if requested by Lessee thirty (30) days prior to expiration, may, in its sole discretion, grant an extension of this agreement, with any conditions and covenants of this agreement, including but not limited to the rental amount, to be negotiated.

Notwithstanding the above term of lease, this lease is terminated if the Lessee’s use of the Property ceases to be for a public purpose, in such event, the use of the Property immediately reverts to the City of Great Falls. Further, the agreement may be terminated prior to the expiration of the above term of lease by either party giving written notice to the other of not less than sixty (60) days.

LEASE DEPOSIT

Upon execution of the previous lease agreement, the Lessee provided a lease deposit in the amount of one month’s lease payment. Upon execution of this lease agreement, the City will continue to hold the previously collected lease deposit. This deposit shall serve as a credit against damage, unpaid rents, and any other charges reasonably owed by Lessee at the

conclusion of this lease or immediately upon Lessee’s default. If damages exceed the deposit, Lessee remains responsible for such damage, unpaid rent or other reasonable charges.

RENTAL

In consideration therefore, the Lessee agrees to pay to the City the sum of \$1500.00 per month for the term of the lease agreement. Said rental payments will commence on the effective date of this agreement, payable on or before 15th day of each month thereafter during the term of the lease. Said rental includes compensation for all utilities, including electricity, water, gas, or other utilities servicing the Property, which will be evaluated and determined annually, starting January 2024. If Lessee’s payments are not made in a timely manner, a monthly finance charge of 1.5% will be applied to any balance over 15 days past due.

ACCEPTANCE OF CONDITION

Lessee acknowledges familiarity with the condition of said Property and states that no representation, statement or warranty, expressed or implied, has been made by or on behalf of the City as to such condition. In no event shall the City be liable for any defect in such Property or for any limitation on its use. The taking of possession of the Property shall be conclusive evidence that Lessee accepts the same “as is” and that the Property was in good condition at the time possession took place. Lessee agrees to accept the Property in the condition in which it exists at the date of taking possession, without representation or warranty, express or implied, in fact or by law, by the City, and without recourse to the City as to the nature, condition or unsuitability thereof, or as to the uses to which the premises may be put.

COVENANTS OF THE LESSEE

The Lessee hereby covenants and agrees that the Lessee will:

- 1. Use and occupy said Property in a careful and proper manner and not commit any waste therein;
- 2. Generally abide by Lessee’s estimated hours of operation, 7:00 a.m. to 6:30 p.m. Monday through Friday; if Lessee desires access during times which the Community Recreation Center is closed, Lessee must arrange for access with the Community Recreation Center Supervisor;
- 3. Conduct criminal background checks on all its employees to ensure that its employees are appropriate for their position;
- 4. Not use or occupy said Property for any unlawful purpose, and will conform to and obey all present and future laws, ordinances, and all rules and regulations of all governmental authorities or agencies, respecting the use and occupation of the premises, including but not limited to the requirements of the City/County Health Department;
- 5. Provide copies of all Health Department reports to the City within 10 days of Lessee’s receipt;
- 6. Procure, supply and post in City-designated locations, all permits and licenses required to operate its business;

7. Pay all bills, taxes, assessments, debts and obligations incurred by Lessee as a result of operations under this Agreement;
8. Not use the Property for any purpose other than for providing child care services, without written consent of Landlord;
9. All storage of material and equipment by Lessee shall be within the described premises;
10. All shared entryways and hallways in the Community Recreation Center shall be clear of all items which may obstruct access;
11. Not assign the lease, nor sublet said Property, nor any part thereof, without the written consent of the City;
12. Not use or occupy said Property, or permit the same to be used or occupied, for any purpose deemed extra hazardous on account of fire or otherwise;
13. To not make any signage, alterations, changes, remodeling or capital improvements to the Property, without prior written permission signed by the City Park and Recreation Director, and in addition thereto, shall make such changes at Lessee's cost, in compliance with the law and by obtaining all permits required for such work under City ordinance. Approval for such proposed work shall not be unreasonably withheld. Any such alterations or additions shall be the sole responsibility of the Lessee, inclusive of any and all financial, material, or labor considerations and will become the property of the City upon termination of this or any subsequent lease;
14. Permit the City to enter upon the said premises at all reasonable times to examine the condition of same;
15. Ensure that routine janitorial, trash removal, and cleaning is effectively accomplished at its cost;
16. Be responsible for all damage to property, public or private, that may be caused by Lessee's operations in the performance of this agreement; and
17. Leave Property at the expiration or prior to termination of this lease and any extension thereof in as good condition as received, except for reasonable wear and tear.

REPAIRS AND MAINTENANCE

Lessee Maintenance of Leased Premises. Except as provided below, Lessee shall, throughout the term of this Lease Agreement, and at its own cost and without any expense to Lessor, keep and maintain the leased premises, including the building and improvements, and all appurtenances thereto, in good condition and repair by conducting ordinary day-to-day maintenance and repair, including but not limited to, timely removal of rubbish and trash. Lessee shall maintain the Property in a functional condition, inspect premises on a regular basis to determine any hazardous conditions which may exist, and take immediate action to correct such conditions if they exist.

Maintenance by City. Notwithstanding the paragraph above, City agrees to maintain the foundation of the building, all structural components, concrete slabs, exterior walls and façade, roof, ceiling and all utility lines serving the premises regardless of the cost of repairs. City also agrees to provide maintenance, repair and snow removal of the parking lots and sidewalks adjacent to the leased premises. Otherwise, City shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description whatsoever to the leased premises or any improvements thereon. Notwithstanding the above, City shall not be responsible for repairs

or maintenance resulting from the negligence of Lessee, its employees, agents, or invitees, which shall be the sole responsibility of Lessee.

Entry by City for Maintenance. Should Lessee at any time fail, neglect or refuse to fulfill this obligation to repair and maintain after receiving written notice of such default and a minimum of 30 days to correct such default, City may, but need not, enter the leased premises and make such repairs or alterations as in its opinion it may deem necessary, and may charge the costs of the same to Lessee to be paid upon the first day of the following month in addition to the rental, and should said costs not be so paid, this Lease Agreement shall be considered in default.

MUTUAL COVENANTS:

It is mutually agreed by and between the City and Lessee that:

1. If the Lessee pays the rental as herein provided, and keeps, observes and performs all of the other covenants of this lease, the Lessee may, peaceably and quietly, have, hold and enjoy the said premises for the term aforesaid;
2. This lease and all the covenants and provisions herein contained shall inure to the benefit of and be binding upon the successors and assigns of the parties and the public hereto; provided, however, that no assignment by, from, through or under the Lessee in violation of any of the provisions hereof shall vest in the assigns any right, title or interest whatsoever;
3. The City is not and never shall be liable to any creditor of Lessee or any claimant against the estate or property of Lessee for any debt, loss, contract or other obligation of Lessee. The relationship between the City and Lessee is solely that of landlord and tenant, and does not and never shall be deemed a partnership or joint venture.
4. City's interest in and to said leased premises shall not be subject to or permitted to become subject to any lien or claims from or arising out of the use and occupation of the leased premises by Lessee. If and in the event such liens or claims arise or occur, Lessee shall promptly and forthwith cause the same to be released or discharged to the extent that the interest of the City is encumbered thereby.

INSURANCE REQUIREMENTS

During the term of the Lease and its extensions the Lessee agrees to carry Commercial General Liability insurance for personal injury and property damage, in at least the following amounts: \$1,000,000 per occurrence; \$2,000,000 annual aggregate.

The insurance policy or policies must be issued by a company licensed to do business in the State of Montana and having at least an "A" rating in the current A.M. Best's Manual. All such policies will be written on an occurrence basis. The policy must include the City as a named insured and primary with no right of subrogation against the City. The Lessee shall furnish to the City on or before possession and thereafter on or before January 1st of each year, the certificate of insurance including a copy of the Additional Insured Endorsement, which shall be in a form acceptable to City. Claims-made policies are not acceptable and do not constitute compliance with the Lessee's obligation under this paragraph.

Lessee is not subject to the terms and provisions of the City’s personnel policies handbook and may not be considered a City employee for workers’ compensation or any other purpose. Lessee is not authorized to represent the City or otherwise bind the City in any dealings between Lessee and any third parties. Lessee shall comply with the applicable requirements of the Workers’ Compensation Act, Title 39, Chapter 71, MCA, and the Occupational Disease Act of Montana, Title 39, Chapter 71, MCA. Lessee shall maintain workers’ compensation coverage for all members and employees of Lessee’s business, except for those members who are exempted as independent contractors under the provisions of §39-71-401, MCA. Lessee shall furnish City with copies showing one of the following: (1) proof of registration as a registered contractor under Title 39, Chapter 9, MCA; (2) a binder for workers’ compensation coverage by an insurer licensed and authorized to provide workers’ compensation insurance in the State of Montana; or (3) proof of exemption from workers’ compensation granted by law for independent contractors.

Should the Lessee fail to maintain these coverages or to provide such certificate(s) or make other arrangements as required by this Lease, this failure constitutes a breach of this Lease.

INDEMNIFICATION

The Lessee agrees to defend, indemnify, and hold the City harmless against claims, demands, suits, damages, losses, and expenses connected therewith that may be asserted or claimed against, recovered from or suffered by the City by reason of any injury or loss, including but not limited to, personal injury, including bodily injury or death, property damage, occasioned by, growing out of, or in any way arising or resulting from Lessee’s use of the premises, including use by its agents, assigns, renters, employees and others using the Property. The City shall not be liable to Lessee or any third party for any damage or injury (including death) to persons or property resulting from any defect in the leased premises or the improvements thereon, whether such defects be the result of improper construction, lack of maintenance or repair, improper maintenance or repair or other cause whatsoever.

NONDISCRIMINATION

Lessee agrees that in the use of this Property Lessee will not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin, or any other classification protected under the law.

DEFAULT AND TERMINATION

If either party fails to comply with any condition of this Agreement at the time or in the manner provided for, the other party, at its option, may terminate this Agreement and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the

others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Agreement.

ENFORCEMENT

In the event either party resorts to judicial proceedings to enforce any rights under this Lease or to obtain relief for the breach of any covenant hereof, the party ultimately prevailing in such proceedings shall be entitled to recover from the defaulting party the costs of such proceedings, including reasonable attorneys' (including city attorneys') fees and costs.

INVALIDITY

The invalidity or ineffectiveness, for any reason, of any portion of this Lease Agreement shall in no way affect the validity or enforceability of the remaining portion thereof and any invalid or unenforceable provisions shall be deemed severed from the remainder of the Lease Agreement.

WAIVER

The waiver by the City of, or the failure of the City to take action with respect to, any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or subsequent breach of same, or any other term, covenant or condition herein contained.

EFFECT OF LESSEE'S HOLDING OVER

Any holding over after the expiration of the term of this Lease Agreement with the consent of the City shall be construed to be a tenancy from month to month, at the same monthly rental as required pursuant to the terms of this Lease Agreement, and shall otherwise be on the terms and conditions herein specified so far as applicable.

BINDING EFFECT

It is mutually understood and agreed that each and every provision of this Lease Agreement shall bind and inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto. Masculine pronouns shall be construed as feminine or neuter pronouns and singular pronouns and verbs shall be construed as plural in any place in which the context may require such construction.

NOTICE

Any notice required to be given under this lease shall be in writing and may be served on either of the parties by mailing same in a sealed, postpaid envelope addressed to the City Manager at the Civic Center, Great Falls, Montana, and to the Lessee at address above stated, and by depositing such notice in any United States Post Office or letter receptacle, and which notice shall be deemed to have been made upon the date of mailing.

ENTIRE AGREEMENT

There are no conditions to the lease, either subsequent or precedent, except as set forth herein. This Lease constitutes the entire agreement between the parties and no representations or warranties have been made by the City to the Lessee save those contained herein.

APPLICABILITY

This Lease and any extensions hereof shall be governed and construed in accordance with the laws of the State of Montana.

CITY OF GREAT FALLS,

A CHILD’S WORLD LLC,

Gregory T. Doyon, City Manager

By: _____
(Signature)

(Printed name)

ATTEST:

Its: _____
Title or Office

Lisa Kunz, City Clerk

(SEAL OF THE CITY)

APPROVED FOR LEGAL CONTENT:

David Dennis, City Attorney



A Child's World LLC
901 Central Ave
Great Falls, Mt 59401
(406)771-9299

November 23, 2022

Steve Herrig,

I am writing to request my current lease agreement with the City of Great Falls be extended. I would like all terms and conditions to remain the same.

Thank you

A handwritten signature in black ink, appearing to read "Kathy Taylor", with a long, sweeping flourish extending to the right.

Kathy Taylor

Owner/Director

Philadelphia Indemnity Insurance Company
Additional Insured Schedule

Policy Number: PHPK2464106

Additional Insured

City of Great Falls
PO Box 5021
Great Falls, MT 59403-5021

CA2048 - Commercial Automobile
Re: Contract to operate under the City of Great Falls

Additional Insured

City of Great Falls
PO Box 5021
Great Falls, MT 59403-5021

CG2026 - General Liability
Re: Contract to operate under the City of Great Falls



Commission Meeting Date: January 3, 2023

**CITY OF GREAT FALLS
COMMISSION AGENDA REPORT**

Item: Appointments, Great Falls Citizen’s Council

From: City Commission

Initiated By: City Commission

Presented By: City Commission

Action Requested: Appoint two members of the City Commission to serve on the Great Falls Citizen’s Council for January 24, 2023.

Suggested Motion:

1. Mayor moves:

“I move that the City Commission appoint _____ and _____ to serve on the Great Falls Citizen’s Council also known as Council of Councils for the January 24, 2023 meeting.”

2. Mayor calls for a second to the motion, public comment, Commission discussion, and calls for the vote.

Staff Recommendation: It is recommended that the Mayor appoint two members from the City Commission to serve as the Commission’s representatives for the Great Falls Citizen’s Council in accordance with Title 2, Chapter 19, Section 090 the Official Code of the City of Great Falls (OCCGF).

Summary: Pursuant to the Charter of the City of Great Falls, the Neighborhood Council program was established by Ordinance 2727 in 1997. There are nine separate Council districts throughout Great Falls.

Background: The Great Falls Citizen’s Council was created to act as a forum to address issues of community wide concern and resolve disputes among the individual neighborhood councils. The members are comprised of one member from each neighborhood council and two members of the City Commission who shall be appointed by the Mayor. The council meets three times a year, usually in January, May and October. Last year, the Commission appointed Bob Kelly and Susan Wolff as their representatives for the January meeting; Rick Tryon and Joe McKenney for the May meeting; and Eric Hinebauch and Susan Wolff for the October meeting.

This year’s meetings are scheduled for January 24, May 23 and October 24, 2023 at 7:00 pm in the Gibson Room of the Civic Center.